

DATED

13 MAY

2020

PERMITTED DEVELOPMENTS INVESTMENTS NO 6 LTD

AND

PERMITTED DEVELOPMENTS INVESTMENTS NO 7 LTD

AND

REDITUM SPV 39 LTD

AND

REDITUM SPV 40 LTD

AND

PARAGON DEVELOPMENT FINANCE LIMITED

AND

MIZRAHI TEFAHOT BANK LIMITED

TO

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY UNILATERAL UNDERTAKING

PURSUANT TO SECTION 106

OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS

RELATING TO THE DEVELOPMENT OF LAND AT

WATERSIDE HOUSE, OXFORD ROAD, UXBRIDGE UB8 1HS

Prior Approval Application Reference: 40050/APP/2020/999

Signed in Counterpart

THIS PLANNING OBLIGATION BY UNILATERAL UNDERTAKING is dated

13 MAY

2020

And is **GIVEN BY:**

- (1) **PERMITTED DEVELOPMENTS INVESTMENTS NO 6 LTD** (Company Registration Number 11095309) of care of Goldwins 75 Maygrove Road London NW6 2EG (the "**First Owner**");
- (1) **PERMITTED DEVELOPMENTS INVESTMENTS NO 7 LTD** (Company Registration Number 11095611) of care of Goldwins 75 Maygrove Road London NW6 2EG (the "**Second Owner**");
- (3) **REDITUM SPV 39 LTD** (Company Registration Number 11180451) of 10 Queen Street Place, London EC4R 1AG (the "**First Mortgagee**");
- (4) **PARAGON DEVELOPMENT FINANCE LIMITED** (Company Registration Number 3901943) of 51 Homer Road, Solihull, England, B91 3QJ (the "**Second Mortgagee**")
- (5) **REDITUM SPV 40 LTD** (Company Registration Number 11179147) of 10 Queen Street Place, London EC4R 1AG (the "**Third Mortgagee**"); and
- (6) **MIZRAHI TEFAHOT BANK LIMITED** (UK Registered Number FC11504) of 30 Old Broad Street, London EC2N 1HQ (the "**Fourth Mortgagee**").

TO:

- (7) **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 Council is also the local highway authority for the purposes of the 1980 Act for the area within which the Land is located.
- C The First Owner has the freehold interest in part of the Land registered under Title Nos. NGL49372 and MX215254. The Second Owner has the freehold interest in part of the Land registered under Title Nos. AGL123139 and AGL123140.
- D The First Mortgagee has a charge dated 23 February 2018, of part of the Land registered against title numbers NGL49372 and MX215254. The Second Mortgagee has a charge dated 23 February 2018 of part of the Land registered against title numbers NGL49372 and MX215254. The Third Mortgagee has a charge dated 23 February 2018 of part of the Land registered against title numbers AGL123139 and AGL123140. The Fourth Mortgagee has a charge dated 30 July 2018 of part of the Land registered against title numbers AGL123139 and AGL123140.
- E The Owner intends to develop the Land pursuant to the Prior Approval Decision.
- F On 24 March 2020 the Owner submitted the Prior Approval Application to the Council for the right to develop the Land for the purposes and in the manner described in the Prior Approval Application.
- G The Owner enters into this Deed with the intention that the obligations contained therein may be enforced by the Council against the Owner and its respective successors in title in the event that the Prior Approval Decision is granted or deemed to have been granted.

THIS UNDERTAKING WITNESSES AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

- 1.1 For the purposes of the recitals and this Deed, the following expressions shall have the following meaning:

"1980 Act"	means the Highways Act 1980;
"Act"	means the Town and Country Planning Act 1990;
"Commencement of Development"	means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of intrusive site investigations or surveys, site clearance or regrading, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination, internal service roads, works for the provision of drainage or mains services to prepare the Land for development, or the erection of a contractor's work compound or erection of boundary walls or temporary fencing to the boundary of the Land and "Commence" and "Commencement" shall be construed accordingly;
"Council"	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Deed;
"Deputy Chief Executive and Corporate Director of Residents Services"	means the Council's Deputy Chief Executive and Corporate Director of Residents Services or such person as the Council designates as undertaking this role;
"Development"	means the development authorised by the Prior Approval

	Decision;
"Form PO1"	means the form in the substantial format set out in Annex 1;
"Index"	means the Index of Retail Prices (All Items) published by the Office for National Statistics and "Index Linked" and "Indexation" shall be construed accordingly;
"Interest"	means interest at 4% above the base lending rate of Lloyds Bank PLC from time to time;
"Land"	means all the land and buildings at Waterside House, Oxford Road, Uxbridge UB8 1HS as shown for identification purposes only edged red on the Plan attached to this Deed at Annex 2;
"Occupation"	means occupation of the Land for the residential purposes permitted by the Prior Approval Decision (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" and "Occupied" shall be construed accordingly
"Owner"	means the First Owner and the Second Owner, or either of them (as the context so requires)
"Prior Approval Application"	means the application for prior approval for the change of use from office to dwellinghouses, together with ancillary car parking, cycle storage and refuse storage. The plans show 58 residential units, comprising 1 x studio, 56 x 1-beds, and 1 x 2-beds under the Prior Approval Reference;
"Prior Approval Decision"	means the prior approval to be granted or deemed to be granted pursuant to the Prior Approval Application

"Prior Approval Reference"	means the prior approval application reference number 40050/APP/2020/999;
"Public Realm and Highways Contribution"	means the sum of £46,850.97 (forty six thousand eight hundred and fifty pounds and ninety seven pence) to be used by the Council for the Public Realm and Highways Improvements;
"Public Realm and Highways Improvements"	means improvements to public realm and highways in the vicinity of the Land;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"VAT"	means Value Added Tax.

1.2 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.

1.3 References in this Deed to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Deed.

1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or annex is a reference to a clause, paragraph, sub-clause, schedule or annex of or to this Deed.

1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.

- 1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise and subject to clause 4.6.
- 1.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.
- 1.8 Where any provision of this Deed is expressed as the Owner requiring the agreement, approval, consent or an expression of satisfaction from the Council, such provisions are included in this Deed by Owner on the basis that such agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 1.9 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 Deed.

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to Section 106 of the Act, 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 to the intent that it will bind the Owner and their successors in title to the Land.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

3. CONDITIONALITY

- 3.1 The obligations contained within the Schedules are subject to and conditional upon the grant (whether express grant or deemed grant) of the Prior Approval Decision.

- 3.2 All other parts of this Deed shall be of immediate force and effect unless otherwise stated.

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 If any provision in this Deed shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.3 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 undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission or prior approval.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Land and assigns of the Owner or any person corporate or otherwise claiming title through or under the Owner an interest or estate to the Land or any part or parts of the Land 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 any of 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:

4.6.1 after it shall have parted with its entire interest in the Land or with the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest; or

4.6.2 to the extent that such breach relates to any part of the Land in which the party has no interest.

4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Prior Approval Decision 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 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission or prior approval (other than the Prior Approval Decision) granted (whether or not on appeal, or by of express grant or deemed grant) after the date of this Deed.

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

4.10 This Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council.

5. THE OWNER'S PLANNING OBLIGATIONS

The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in the Schedules.

6. COSTS

The Owner hereby covenants with the Council that on execution of this Deed it will pay the Council's costs incurred in the negotiation, preparation and execution of this Deed.

7. REGISTRATION OF DEED

The Owner recognises and agrees that covenants in this Deed shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975.

8. ARBITRATION

8.1 All disputes, differences or questions arising out of this Deed or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to arbitration by a single arbitrator to be agreed between the parties or, failing agreement, within 21 days by an arbitrator to be appointed at the request of any party by the President of The Royal Institute of Chartered Surveyors as the case may be having due regard to any representations made to him as to the appropriate qualifications of such arbitrator.

8.2 The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 or any re-enactment or modification of such Act for the time being in force, unless otherwise agreed in writing by the Council.

9. THIRD PARTIES

A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

10. NOTICES

10.1 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;

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

a) Deputy Chief Executive and Corporate Director of Residents Services,
London Borough of Hillingdon, Civic Centre, High Street, Uxbridge,

Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Deed;

or

b) to the Owner at the address referred to above or such other address as may be notified in writing to the Council;

or

c) to the First Mortgagee at the address referred to above or such other address as may be notified in writing to the Council;

or

d) to the Second Mortgagee at the address referred to above or such other address as may be notified in writing to the Council.

11. FORM PO1

Prior to Commencement of the Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council addressed to the Director of Planning, Environment and Community Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Prior Approval Reference.

12. RIGHT OF ACCESS

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

13. CHANGE IN OWNERSHIP

The Owner agrees to provide the Council with written notification as soon as reasonably practicable of any change in ownership of any of its interest in the Land occurring before all of the obligations under this Deed have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the Prior Approval Reference.

14. CONTRIBUTIONS

14.1 Payment of the Public Realm and Highways Contribution shall be made on the following basis:

- (a) The Public Realm and Highways Contribution shall be delivered to the person and address specified in clause 10.2(a) above by cheque in accordance with paragraph 1 of Schedule 1; and
- (b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Public Realm and Highways Contribution 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 Public Realm and Highways Contribution or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

14.2 If the Public Realm and Highways Contribution or any part thereof shall not have been expended or committed for expenditure under the terms of a contract held by the Council within ten years after the date upon which it shall have been paid then the unspent or uncommitted part will be returned to the payee together with all accrued interest on written request.

15. **INDEXATION**

15.1 The Owner agrees with the Council that the Public Realm and Highways Contribution payable by the Owner under this Deed shall be increased by the application of the formula $A=B \times C/D$ 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.

16. INTEREST

All costs, payments and expenses payable to the Council under this Deed shall bear the Interest rate from time to time being charged from the date such payment is due until the payment is received by the Council.

17. VAT

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

17.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Public Realm and Highways Contribution 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.

18. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

19. FIRST MORTGAGEE

The First Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the First Mortgagee shall not have any liability under this Deed save if it becomes a mortgagee in possession of the Land and for the avoidance of doubt the First Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Site.

20. SECOND MORTGAGEE

The Second Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the Second Mortgagee shall not have any liability under this Deed save if it

becomes a mortgagee in possession of the Land and for the avoidance of doubt the Second Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Land.

21. THIRD MORTGAGEE

The Third Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the Third Mortgagee shall not have any liability under this Deed save if it becomes a mortgagee in possession of the Land and for the avoidance of doubt the Third Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Land.

22. FOURTH MORTGAGEE

The Fourth Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the Fourth Mortgagee shall not have any liability under this Deed save if it becomes a mortgagee in possession of the Land and for the avoidance of doubt the Fourth Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Land.

23. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicated original, but all the counterparts shall together constitute the one agreement.

IN WITNESS of which this undertaking has been duly executed as a Deed and has been delivered once dated.

SCHEDULE 1
PUBLIC REALM AND HIGHWAYS CONTRIBUTION

The Owner hereby covenants with the Council as follows:

1. prior to Occupation to pay the Public Realm and Highways Contribution to the Council; and
2. not to Occupy or cause or allow or permit to be Occupied any part of the Development before the Public Realm and Highways Contribution is paid.

Annex 1

TO: HEAD OF DEVELOPMENT CONTROL
ENVIRONMENTAL SERVICES
LONDON BOROUGH OF HILLINGDON
CIVIC CENTRE ROOM A357
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW

FORM

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: _____

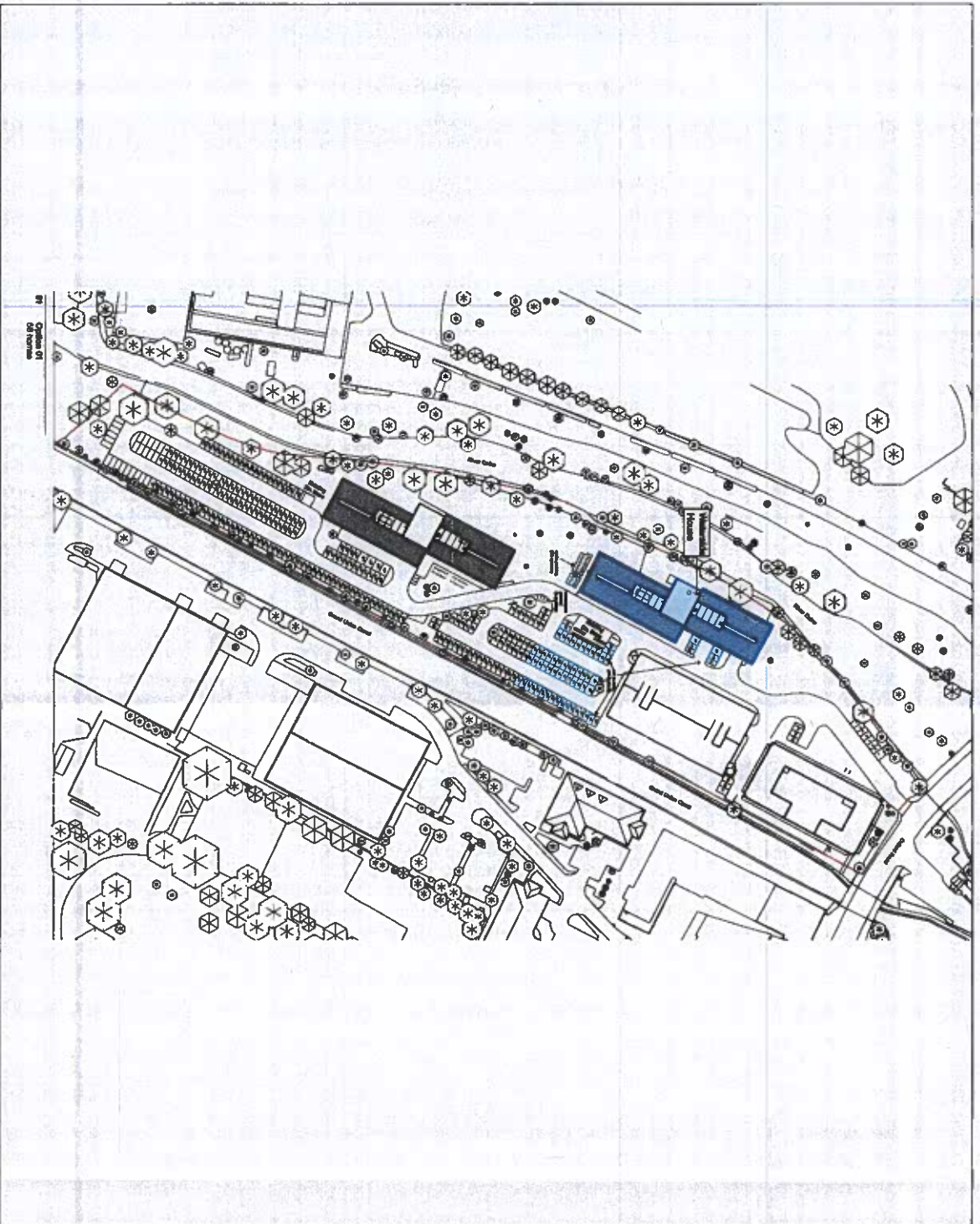
LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS **YES/NO**

Annex 2 - Plan



These plans are prepared for the use of the client and are not to be used for any other purpose without the written consent of the architect. The architect does not accept any liability for any loss or damage arising from the use of these plans for any purpose other than that for which they were prepared.

ITZIE CONWAY
GENERAL MANAGER
AUTHORISED SIGNATORY

Chambers

TRACEY SCOTT ON
100-101, PRINCE & LOANS RD
M21 1LE ANDOT BANK LIMITED
LONDON BRANCH

QAR

Patel Taylor
100-101, PRINCE & LOANS RD
M21 1LE ANDOT BANK LIMITED
LONDON BRANCH
T: +44 (0)20 7779 2000
www.andotbank.co.uk

SIGNED AS A DEED by PERMITTED DEVELOPMENTS
NO 6 LTD

)
)
)
)
)
)

Acting by a director in the presence of
a witness

signature of a director

signature of witness

name of witness

address of witness

SIGNED AS A DEED by PERMITTED DEVELOPMENTS)
NO 7 LTD)
Acting by a director in the presence of)
a witness)

signature of a director

signature of witness

name of witness

address of witness

SIGNED AS A DEED by REDITUM SPV 39 LTD

)

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Acting by a director in the presence of
a witness

)

)

signature of a director

signature of witness

name of witness

address

of

witness

SIGNED AS A DEED by REDITUM SPV 40 LTD

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Acting by a director in the presence of
a witness

)

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signature of a director

signature of witness

name of witness

address

of

witness

SIGNED AS A DEED by MIZRAHI TEFAHOT BANK LIMITED

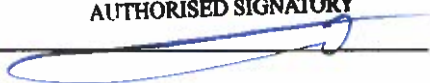
Acting by two authorised signatories

TRACEY SCANLON
HEAD OF TRADE FINANCE & LOANS ADMIN
MIZRAHI TEFAHOT BANK LIMITED
LONDON BRANCH



signature of authorised signatory

ITZIK CORIAT
GENERAL MANAGER
AUTHORISED SIGNATORY



signature of authorised signatory

SIGNED AS A DEED by PARAGON DEVELOPMENT
FINANCE LIMITED

Acting by its attorney, Jonathan Baker, under a power of
attorney dated 23 March 2020 in the presence of a witness

JB

signature of attorney

A. Smith

signature of witness

KEWAL SINGH

name of witness

12 New Fetter Lane

London EC4A 1JP

address of witness

DATED

13 MAY

2020

PERMITTED DEVELOPMENTS INVESTMENTS NO 6 LTD

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PERMITTED DEVELOPMENTS INVESTMENTS NO 7 LTD

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REDITUM SPV 39 LTD

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"Prior Approval Decision"	means the prior approval to be granted or deemed to be granted pursuant to the Prior Approval Application

"Prior Approval Reference"	means the prior approval application reference number 40050/APP/2020/1000;
"Public Realm and Highways Contribution"	means the sum of £46,043.20 (forty six thousand and forty three pounds and twenty pence) to be used by the Council for the Public Realm and Highways Improvements;
"Public Realm and Highways Improvements"	means improvements to public realm and highways in the vicinity of the Land;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"VAT"	means Value Added Tax.

- 1.2 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.
- 1.3 References in this Deed to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Deed.
- 1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or annex is a reference to a clause, paragraph, sub-clause, schedule or annex of or to this Deed.
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.

1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise and subject to clause 4.6.

1.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.

1.8 Where any provision of this Deed is expressed as the Owner requiring the agreement, approval, consent or an expression of satisfaction from the Council, such provisions are included in this Deed by Owner on the basis that such agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.

1.9 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 Deed.

2. STATUTORY PROVISIONS

2.1 This Deed is made pursuant to Section 106 of the Act, 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 to the intent that it will bind the Owner and their successors in title to the Land.

2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

3. CONDITIONALITY

3.1 The obligations contained within the Schedules are subject to and conditional upon the grant (whether express grant or deemed grant) of the Prior Approval Decision.

- 3.2 All other parts of this Deed shall be of immediate force and effect unless otherwise stated.

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 If any provision in this Deed shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.3 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 undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission or prior approval.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Land and assigns of the Owner or any person corporate or otherwise claiming title through or under the Owner an interest or estate to the Land or any part or parts of the Land 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 any of 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:

4.6.1 after it shall have parted with its entire interest in the Land or with the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest; or

4.6.2 to the extent that such breach relates to any part of the Land in which the party has no interest.

4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Prior Approval Decision 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 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission or prior approval (other than the Prior Approval Decision) granted (whether or not on appeal, or by of express grant or deemed grant) after the date of this Deed.

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

4.10 This Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council.

5. THE OWNER'S PLANNING OBLIGATIONS

The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in the Schedules.

6. COSTS

The Owner hereby covenants with the Council that on execution of this Deed it will pay the Council's costs incurred in the negotiation, preparation and execution of this Deed.

7. REGISTRATION OF DEED

The Owner recognises and agrees that covenants in this Deed shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975.

8. ARBITRATION

8.1 All disputes, differences or questions arising out of this Deed or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to arbitration by a single arbitrator to be agreed between the parties or, failing agreement, within 21 days by an arbitrator to be appointed at the request of any party by the President of The Royal Institute of Chartered Surveyors as the case may be having due regard to any representations made to him as to the appropriate qualifications of such arbitrator.

8.2 The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 or any re-enactment or modification of such Act for the time being in force, unless otherwise agreed in writing by the Council.

9. THIRD PARTIES

A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

10. NOTICES

10.1 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;

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

a) Deputy Chief Executive and Corporate Director of Residents Services,
London Borough of Hillingdon, Civic Centre, High Street, Uxbridge,

Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Deed;

or

b) to the Owner at the address referred to above or such other address as may be notified in writing to the Council;

or

c) to the First Mortgagee at the address referred to above or such other address as may be notified in writing to the Council;

or

d) to the Second Mortgagee at the address referred to above or such other address as may be notified in writing to the Council.

11. FORM PO1

Prior to Commencement of the Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council addressed to the Director of Planning, Environment and Community Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Prior Approval Reference.

12. RIGHT OF ACCESS

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

13. CHANGE IN OWNERSHIP

The Owner agrees to provide the Council with written notification as soon as reasonably practicable of any change in ownership of any of its interest in the Land occurring before all of the obligations under this Deed have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the Prior Approval Reference.

14. CONTRIBUTIONS

14.1 Payment of the Public Realm and Highways Contribution shall be made on the following basis:

- (a) The Public Realm and Highways Contribution shall be delivered to the person and address specified in clause 10.2(a) above by cheque in accordance with paragraph 1 of Schedule 1; and
- (b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Public Realm and Highways Contribution 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 Public Realm and Highways Contribution or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

14.2 If the Public Realm and Highways Contribution or any part thereof shall not have been expended or committed for expenditure under the terms of a contract held by the Council within ten years after the date upon which it shall have been paid then the unspent or uncommitted part will be returned to the payee together with all accrued interest on written request.

15. **INDEXATION**

15.1 The Owner agrees with the Council that the Public Realm and Highways Contribution payable by the Owner under this Deed shall be increased by the application of the formula $A=B \times C/D$ 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.

16. INTEREST

All costs, payments and expenses payable to the Council under this Deed shall bear the Interest rate from time to time being charged from the date such payment is due until the payment is received by the Council.

17. VAT

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

17.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Public Realm and Highways Contribution 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.

18. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

19. FIRST MORTGAGEE

The First Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the First Mortgagee shall not have any liability under this Deed save if it becomes a mortgagee in possession of the Land and for the avoidance of doubt the First Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Site.

20. SECOND MORTGAGEE

The Second Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the Second Mortgagee shall not have any liability under this Deed save if it

becomes a mortgagee in possession of the Land and for the avoidance of doubt the Second Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Land.

21. THIRD MORTGAGEE

The Third Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the Third Mortgagee shall not have any liability under this Deed save if it becomes a mortgagee in possession of the Land and for the avoidance of doubt the Third Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Land.

22. FOURTH MORTGAGEE

The Fourth Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the Fourth Mortgagee shall not have any liability under this Deed save if it becomes a mortgagee in possession of the Land and for the avoidance of doubt the Fourth Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Land.

23. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicated original, but all the counterparts shall together constitute the one agreement.

IN WITNESS of which this undertaking has been duly executed as a Deed and has been delivered once dated.

SCHEDULE 1
PUBLIC REALM AND HIGHWAYS CONTRIBUTION

The Owner hereby covenants with the Council as follows:

1. prior to Occupation to pay the Public Realm and Highways Contribution to the Council; and
2. not to Occupy or cause or allow or permit to be Occupied any part of the Development before the Public Realm and Highways Contribution is paid.

Annex 1

TO: HEAD OF DEVELOPMENT CONTROL
ENVIRONMENTAL SERVICES
LONDON BOROUGH OF HILLINGDON
CIVIC CENTRE ROOM A357
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW

FORM

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

ITZIK CORLAT
GENERAL MANAGER
AUTHORIZED SIGNATORY

Amia

Ref. No. 20000000	1	20	1/2000
Winkler's House			
Cherry 01			
5th Flr			
Project			
Phase Complete			
Issue			
1/7/00 @ A1	1:1500 @ A3		
For Information,			
Issue			
Ref. No. 20000000	1	20	1/2000
Winkler's House			
Cherry 01			
5th Flr			
Project			
Phase Complete			
Issue			
1/7/00 @ A1	1:1500 @ A3		
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Ref. No. 20000000	1	20	1/2000
Winkler's House			
Cherry 01			
5th Flr			
Project			
Phase Complete			
Issue			
1/7/00 @ A1	1:1500 @ A3		
For Information,			
Issue			
Ref. No. 20000000	1	20	1/2000
Winkler's House			
Cherry 01			
5th Flr			
Project			
Phase Complete			
Issue			
1/7/00 @ A1	1:1500 @ A3		
For Information,			

19

SIGNED AS A DEED by PERMITTED DEVELOPMENTS
NO 6 LTD

)
)
)
)
)

Acting by a director in the presence of
a witness

signature of a director

signature of witness

name of witness

address of witness

SIGNED AS A DEED by PERMITTED DEVELOPMENTS
NO 7 LTD

)
)
)
)
)

Acting by a director in the presence of
a witness

signature of a director

signature of witness

name of witness

address of witness

SIGNED AS A DEED by REDITUM SPV 39 LTD

)

)

)

Acting by a director in the presence of
a witness

)

)

signature of a director

signature of witness

name of witness

address

of

witness

SIGNED AS A DEED by REDITUM SPV 40 LTD

)

)

)

Acting by a director in the presence of
a witness

)

)

signature of a director

signature of witness

name of witness

address

of

witness

SIGNED AS A DEED by MIZRAHI TEFAHOT BANK LIMITED)

)

)

Acting by two authorised signatories)

)

TRACLY SCANLON
HEAD OF TRADE FINANCE & LOANS ADMIN
MIZRAHI TEFAHOT BANK LIMITED



signature of authorised signatory

ITZIK CORIAT
GENERAL MANAGER
AUTHORISED SIGNATORY



signature of authorised signatory

SIGNED AS A DEED by PARAGON DEVELOPMENT)
FINANCE LIMITED)

Acting by its attorney, Jonathan Baker, under a power of)
attorney dated 23 March 2020 in the presence of a witness)



signature of attorney



signature of witness

KEWAL SINGH

name of witness

12 New River Lane

London EC4A 1JP

address of witness

DATED

13 MAY

2020

PERMITTED DEVELOPMENTS INVESTMENTS NO 6 LTD

AND

PERMITTED DEVELOPMENTS INVESTMENTS NO 7 LTD

AND

REDITUM SPV 39 LTD

AND

REDITUM SPV 40 LTD

AND

PARAGON DEVELOPMENT FINANCE LIMITED

AND

MIZRAHI TEFAHOT BANK LIMITED

TO

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY UNILATERAL UNDERTAKING

PURSUANT TO SECTION 106

OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS

RELATING TO THE DEVELOPMENT OF LAND AT

WATERSIDE HOUSE, OXFORD ROAD, UXBRIDGE UB8 1HS

Prior Approval Application Reference: 40050/APP/2020/999

Signed in Counterpart

THIS PLANNING OBLIGATION BY UNILATERAL UNDERTAKING is dated
13 MAY 2020

And is GIVEN BY:

- (1) **PERMITTED DEVELOPMENTS INVESTMENTS NO 6 LTD** (Company Registration Number 11095309) of care of Goldwins 75 Maygrove Road London NW6 2EG (the "**First Owner**");

- (1) **PERMITTED DEVELOPMENTS INVESTMENTS NO 7 LTD** (Company Registration Number 11095611) of care of Goldwins 75 Maygrove Road London NW6 2EG (the "**Second Owner**");
- (3) **REDITUM SPV 39 LTD** (Company Registration Number 11180451) of 10 Queen Street Place, London EC4R 1AG (the "**First Mortgagee**");
- (4) **PARAGON DEVELOPMENT FINANCE LIMITED** (Company Registration Number 3901943) of 51 Homer Road, Solihull, England, B91 3QJ (the "**Second Mortgagee**")
- (5) **REDITUM SPV 40 LTD** (Company Registration Number 11179147) of 10 Queen Street Place, London EC4R 1AG (the "**Third Mortgagee**"); and
- (6) **MIZRAHI TEFAHOT BANK LIMITED** (UK Registered Number FC11504) of 30 Old Broad Street, London EC2N 1HQ (the "**Fourth Mortgagee**").

TO:

- (7) **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 Council is also the local highway authority for the purposes of the 1980 Act for the area within which the Land is located.
- C The First Owner has the freehold interest in part of the Land registered under Title Nos. NGL49372 and MX215254. The Second Owner has the freehold interest in part of the Land registered under Title Nos. AGL123139 and AGL123140.
- D The First Mortgagee has a charge dated 23 February 2018, of part of the Land registered against title numbers NGL49372 and MX215254. The Second Mortgagee has a charge dated 23 February 2018 of part of the Land registered against title numbers NGL49372 and MX215254. The Third Mortgagee has a charge dated 23 February 2018 of part of the Land registered against title numbers AGL123139 and AGL123140. The Fourth Mortgagee has a charge dated 30 July 2018 of part of the Land registered against title numbers AGL123139 and AGL123140.
- E The Owner intends to develop the Land pursuant to the Prior Approval Decision.
- F On 24 March 2020 the Owner submitted the Prior Approval Application to the Council for the right to develop the Land for the purposes and in the manner described in the Prior Approval Application.
- G The Owner enters into this Deed with the intention that the obligations contained therein may be enforced by the Council against the Owner and its respective successors in title in the event that the Prior Approval Decision is granted or deemed to have been granted.

THIS UNDERTAKING WITNESSES AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

- 1.1 For the purposes of the recitals and this Deed, the following expressions shall have the following meaning:

"1980 Act"	means the Highways Act 1980;
"Act"	means the Town and Country Planning Act 1990;
"Commencement of Development"	means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of intrusive site investigations or surveys, site clearance or regrading, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination, internal service roads, works for the provision of drainage or mains services to prepare the Land for development, or the erection of a contractor's work compound or erection of boundary walls or temporary fencing to the boundary of the Land and "Commence" and "Commencement" shall be construed accordingly;
"Council"	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Deed;
"Deputy Chief Executive and Corporate Director of Residents Services"	means the Council's Deputy Chief Executive and Corporate Director of Residents Services or such person as the Council designates as undertaking this role;
"Development"	means the development authorised by the Prior Approval

	Decision;
"Form PO1"	means the form in the substantial format set out in Annex 1;
"Index"	means the Index of Retail Prices (All Items) published by the Office for National Statistics and "Index Linked" and "Indexation" shall be construed accordingly;
"Interest"	means interest at 4% above the base lending rate of Lloyds Bank PLC from time to time;
"Land"	means all the land and buildings at Waterside House, Oxford Road, Uxbridge UB8 1HS as shown for identification purposes only edged red on the Plan attached to this Deed at Annex 2;
"Occupation"	means occupation of the Land for the residential purposes permitted by the Prior Approval Decision (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" and "Occupied" shall be construed accordingly
"Owner"	means the First Owner and the Second Owner, or either of them (as the context so requires)
"Prior Approval Application"	means the application for prior approval for the change of use from office to dwellinghouses, together with ancillary car parking, cycle storage and refuse storage. The plans show 58 residential units, comprising 1 x studio, 56 x 1-beds, and 1 x 2-beds under the Prior Approval Reference;
"Prior Approval Decision"	means the prior approval to be granted or deemed to be granted pursuant to the Prior Approval Application

"Prior Approval Reference"	means the prior approval application reference number 40050/APP/2020/999;
"Public Realm and Highways Contribution"	means the sum of £46,850.97 (forty six thousand eight hundred and fifty pounds and ninety seven pence) to be used by the Council for the Public Realm and Highways Improvements;
"Public Realm and Highways Improvements"	means improvements to public realm and highways in the vicinity of the Land;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"VAT"	means Value Added Tax.

- 1.2 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.
- 1.3 References in this Deed to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Deed.
- 1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or annex is a reference to a clause, paragraph, sub-clause, schedule or annex of or to this Deed.
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.

- 1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise and subject to clause 4.6.
- 1.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.
- 1.8 Where any provision of this Deed is expressed as the Owner requiring the agreement, approval, consent or an expression of satisfaction from the Council, such provisions are included in this Deed by Owner on the basis that such agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 1.9 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 Deed.

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to Section 106 of the Act, 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 to the intent that it will bind the Owner and their successors in title to the Land.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

3. CONDITIONALITY

- 3.1 The obligations contained within the Schedules are subject to and conditional upon the grant (whether express grant or deemed grant) of the Prior Approval Decision.

- 3.2 All other parts of this Deed shall be of immediate force and effect unless otherwise stated.

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 If any provision in this Deed shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.3 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 undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission or prior approval.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Land and assigns of the Owner or any person corporate or otherwise claiming title through or under the Owner an interest or estate to the Land or any part or parts of the Land 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 any of 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:

4.6.1 after it shall have parted with its entire interest in the Land or with the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest; or

4.6.2 to the extent that such breach relates to any part of the Land in which the party has no interest.

4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Prior Approval Decision 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 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission or prior approval (other than the Prior Approval Decision) granted (whether or not on appeal, or by of express grant or deemed grant) after the date of this Deed.

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

4.10 This Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council.

5. THE OWNER'S PLANNING OBLIGATIONS

The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in the Schedules.

6. COSTS

The Owner hereby covenants with the Council that on execution of this Deed it will pay the Council's costs incurred in the negotiation, preparation and execution of this Deed.

7. REGISTRATION OF DEED

The Owner recognises and agrees that covenants in this Deed shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975.

8. ARBITRATION

8.1 All disputes, differences or questions arising out of this Deed or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to arbitration by a single arbitrator to be agreed between the parties or, failing agreement, within 21 days by an arbitrator to be appointed at the request of any party by the President of The Royal Institute of Chartered Surveyors as the case may be having due regard to any representations made to him as to the appropriate qualifications of such arbitrator.

8.2 The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 or any re-enactment or modification of such Act for the time being in force, unless otherwise agreed in writing by the Council.

9. THIRD PARTIES

A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

10. NOTICES

10.1 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;

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

a) Deputy Chief Executive and Corporate Director of Residents Services,
London Borough of Hillingdon, Civic Centre, High Street, Uxbridge,

Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Deed;
or

b) to the Owner at the address referred to above or such other address as may be notified in writing to the Council;

or

c) to the First Mortgagee at the address referred to above or such other address as may be notified in writing to the Council;

or

d) to the Second Mortgagee at the address referred to above or such other address as may be notified in writing to the Council.

11. FORM PO1

Prior to Commencement of the Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council addressed to the Director of Planning, Environment and Community Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Prior Approval Reference.

12. RIGHT OF ACCESS

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

13. CHANGE IN OWNERSHIP

The Owner agrees to provide the Council with written notification as soon as reasonably practicable of any change in ownership of any of its interest in the Land occurring before all of the obligations under this Deed have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the Prior Approval Reference.

14. CONTRIBUTIONS

14.1 Payment of the Public Realm and Highways Contribution shall be made on the following basis:

- (a) The Public Realm and Highways Contribution shall be delivered to the person and address specified in clause 10.2(a) above by cheque in accordance with paragraph 1 of Schedule 1; and
- (b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Public Realm and Highways Contribution 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 Public Realm and Highways Contribution or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

14.2 If the Public Realm and Highways Contribution or any part thereof shall not have been expended or committed for expenditure under the terms of a contract held by the Council within ten years after the date upon which it shall have been paid then the unspent or uncommitted part will be returned to the payee together with all accrued interest on written request.

15. INDEXATION

15.1 The Owner agrees with the Council that the Public Realm and Highways Contribution payable by the Owner under this Deed shall be increased by the application of the formula $A=B \times C/D$ 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.

16. INTEREST

All costs, payments and expenses payable to the Council under this Deed shall bear the Interest rate from time to time being charged from the date such payment is due until the payment is received by the Council.

17. VAT

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

17.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Public Realm and Highways Contribution 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.

18. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

19. FIRST MORTGAGEE

The First Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the First Mortgagee shall not have any liability under this Deed save if it becomes a mortgagee in possession of the Land and for the avoidance of doubt the First Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Site.

20. SECOND MORTGAGEE

The Second Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the Second Mortgagee shall not have any liability under this Deed save if it

becomes a mortgagee in possession of the Land and for the avoidance of doubt the Second Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Land.

21. THIRD MORTGAGEE

The Third Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the Third Mortgagee shall not have any liability under this Deed save if it becomes a mortgagee in possession of the Land and for the avoidance of doubt the Third Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Land.

22. FOURTH MORTGAGEE

The Fourth Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the Fourth Mortgagee shall not have any liability under this Deed save if it becomes a mortgagee in possession of the Land and for the avoidance of doubt the Fourth Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Land.

23. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicated original, but all the counterparts shall together constitute the one agreement.

IN WITNESS of which this undertaking has been duly executed as a Deed and has been delivered once dated.

SCHEDULE 1
PUBLIC REALM AND HIGHWAYS CONTRIBUTION

The Owner hereby covenants with the Council as follows:

1. prior to Occupation to pay the Public Realm and Highways Contribution to the Council; and

2. not to Occupy or cause or allow or permit to be Occupied any part of the Development before the Public Realm and Highways Contribution is paid.

Annex 1

TO: HEAD OF DEVELOPMENT CONTROL
ENVIRONMENTAL SERVICES
LONDON BOROUGH OF HILLINGDON
CIVIC CENTRE ROOM A357
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW

FORM

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)

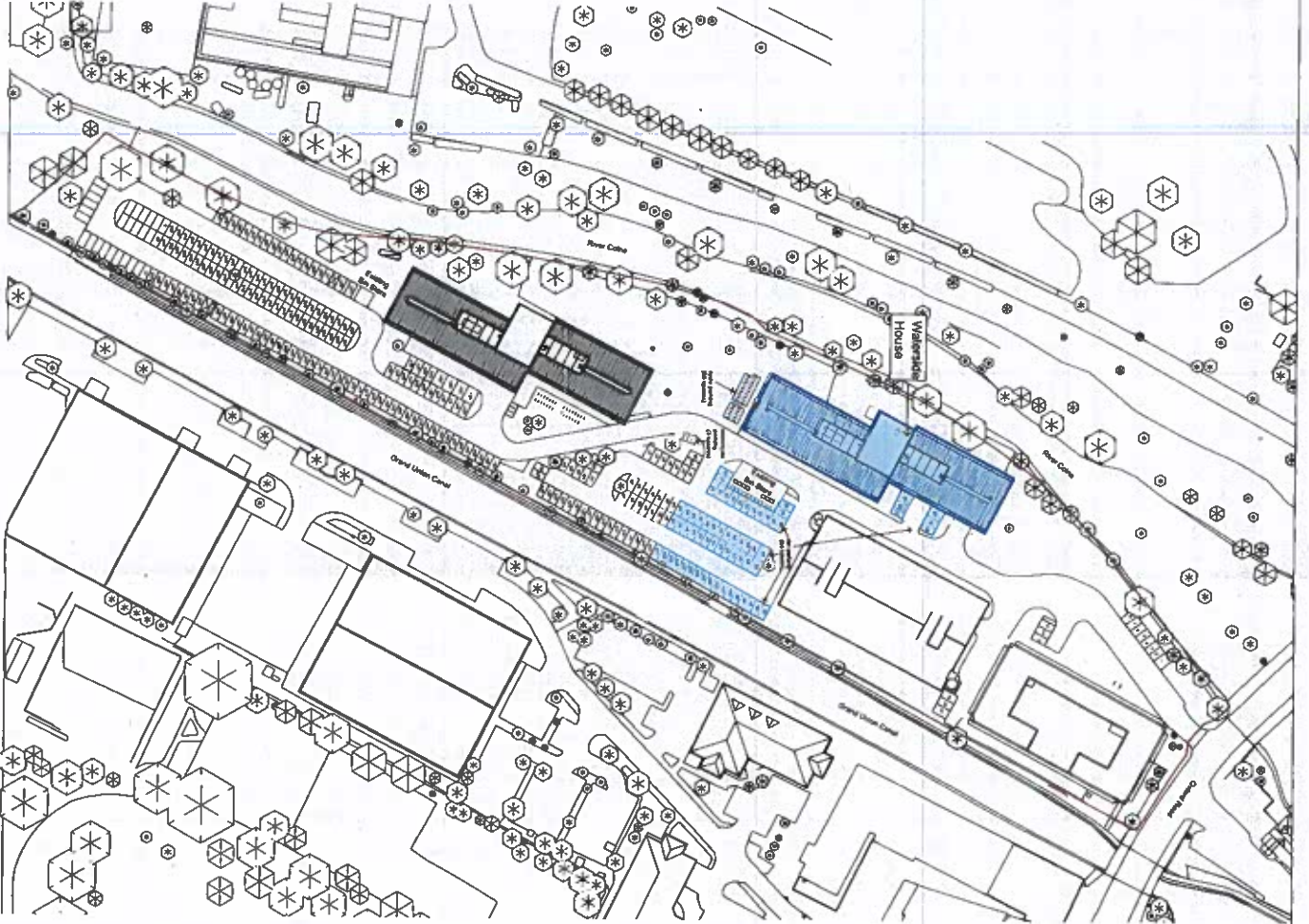
INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS

YES/NO

Annex 2 - Plan

J. DUNN

Option 01
58 Homes



Copyright Reserved
All Rights Reserved. All information shall be treated as confidential and not to be released.

At the time of preparation of this plan, the following information was available to the architect. The architect is not responsible for the accuracy of the information provided by others. The architect is not responsible for the accuracy of the information provided by others. The architect is not responsible for the accuracy of the information provided by others.



Drawings should be read in conjunction with the following information. The drawings should be read in conjunction with the following information. The drawings should be read in conjunction with the following information.



Scale 1:750 @ A1

By: CMA Design

Site Plan
Option 01
58 Homes
1:750 @ A1
1:1500 @ A3

Patel Taylor
48 Ravenshoe Street
London EC1V 7ND
1 444 0280 7278 2323
www.pateltaylor.co.uk

Patel Taylor

SIGNED AS A DEED by PERMITTED DEVELOPMENTS

NO 6 LTD

Acting by a director in the presence of

a witness

J. DUNN

signature of a director

Carie Turner

signature of witness

CAROLINE TURNER

name of witness

8 ST JOHNS RD

LONDON NW11 0PA

address of witness

SIGNED AS A DEED by PERMITTED DEVELOPMENTS
NO 7 LTD

)
)
)
)
)

Acting by a director in the presence of
a witness

J. DUNNICK

signature of a director

Carole Turner

signature of witness

CAROLINE TURNER

name of witness

8 ST JOHNS RD

LONDON NW11 0PG

address of witness

SIGNED AS A DEED by REDITUM SPV 39 LTD

)

)

)

Acting by a director in the presence of
a witness

)

)

signature of a director

signature of witness

name of witness

address

of

witness

SIGNED AS A DEED by REDITUM SPV 40 LTD

)

)

)

Acting by a director in the presence of
a witness

)

)

signature of a director

signature of witness

name of witness

address

of

witness

SIGNED AS A DEED by MIZRAHI TEFAHOT BANK LIMITED)

)

)

Acting by two authorised signatories)

)

signature of authorised signatory

signature of authorised signatory

SIGNED AS A DEED by PARAGON DEVELOPMENT)
FINANCE LIMITED)

Acting by its attorney, Jonathan Baker, under a power of)
attorney dated 23 March 2020 in the presence of a witness)

signature of attorney

signature of witness

name of witness

address of witness

DATED

13 MAY

2020

PERMITTED DEVELOPMENTS INVESTMENTS NO 6 LTD

AND

PERMITTED DEVELOPMENTS INVESTMENTS NO 7 LTD

AND

REDITUM SPV 39 LTD

AND

REDITUM SPV 40 LTD

AND

PARAGON DEVELOPMENT FINANCE LIMITED

AND

MIZRAHI TEFAHOT BANK LIMITED

TO

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY UNILATERAL UNDERTAKING

PURSUANT TO SECTION 106

OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS

RELATING TO THE DEVELOPMENT OF LAND AT

WATERSIDE HOUSE, OXFORD ROAD, UXBRIDGE UB8 1HS

Prior Approval Application Reference: 40050/APP/2020/1000

Signed in Counterpart

THIS PLANNING OBLIGATION BY UNILATERAL UNDERTAKING is dated

13 MAY

2020

And is **GIVEN BY:**

- (1) **PERMITTED DEVELOPMENTS INVESTMENTS NO 6 LTD** (Company Registration Number 11095309) of care of Goldwins 75 Maygrove Road London NW6 2EG (the "**First Owner**");

- (1) **PERMITTED DEVELOPMENTS INVESTMENTS NO 7 LTD** (Company Registration Number 11095611) of care of Goldwins 75 Maygrove Road London NW6 2EG (the "**Second Owner**");
- (3) **REDITUM SPV 39 LTD** (Company Registration Number 11180451) of 10 Queen Street Place, London EC4R 1AG (the "**First Mortgagee**");
- (4) **PARAGON DEVELOPMENT FINANCE LIMITED** (Company Registration Number 3901943) of 51 Homer Road, Solihull, England, B91 3QJ (the "**Second Mortgagee**")
- (5) **REDITUM SPV 40 LTD** (Company Registration Number 11179147) of 10 Queen Street Place, London EC4R 1AG (the "**Third Mortgagee**"); and
- (6) **MIZRAHI TEFAHOT BANK LIMITED** (UK Registered Number FC11504) of 30 Old Broad Street, London EC2N 1HQ (the "**Fourth Mortgagee**").

TO:

- (7) **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 Council is also the local highway authority for the purposes of the 1980 Act for the area within which the Land is located.
- C The First Owner has the freehold interest in part of the Land registered under Title Nos. NGL49372 and MX215254. The Second Owner has the freehold interest in part of the Land registered under Title Nos. AGL123139 and AGL123140.
- D The First Mortgagee has a charge dated 23 February 2018, of part of the Land registered against title numbers NGL49372 and MX215254. The Second Mortgagee has a charge dated 23 February 2018 of part of the Land registered against title numbers NGL49372 and MX215254. The Third Mortgagee has a charge dated 23 February 2018 of part of the Land registered against title numbers AGL123139 and AGL123140. The Fourth Mortgagee has a charge dated 30 July 2018 of part of the Land registered against title numbers AGL123139 and AGL123140.
- E The Owner intends to develop the Land pursuant to the Prior Approval Decision.
- F On 24 March 2020 the Owner submitted the Prior Approval Application to the Council for the right to develop the Land for the purposes and in the manner described in the Prior Approval Application.
- G The Owner enters into this Deed with the intention that the obligations contained therein may be enforced by the Council against the Owner and its respective successors in title in the event that the Prior Approval Decision is granted or deemed to have been granted.

THIS UNDERTAKING WITNESSES AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

- 1.1 For the purposes of the recitals and this Deed, the following expressions shall have the following meaning:

"1980 Act"	means the Highways Act 1980;
"Act"	means the Town and Country Planning Act 1990;
"Commencement of Development"	means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of intrusive site investigations or surveys, site clearance or regrading, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination, internal service roads, works for the provision of drainage or mains services to prepare the Land for development, or the erection of a contractor's work compound or erection of boundary walls or temporary fencing to the boundary of the Land and "Commence" and "Commencement" shall be construed accordingly;
"Council"	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Deed;
"Deputy Chief Executive and Corporate Director of Residents Services"	means the Council's Deputy Chief Executive and Corporate Director of Residents Services or such person as the Council designates as undertaking this role;
"Development"	means the development authorised by the Prior Approval

	Decision;
"Form PO1"	means the form in the substantial format set out in Annex 1;
"Index"	means the Index of Retail Prices (All Items) published by the Office for National Statistics and "Index Linked" and "Indexation" shall be construed accordingly;
"Interest"	means interest at 4% above the base lending rate of Lloyds Bank PLC from time to time;
"Land"	means all the land and buildings at Waterside House, Oxford Road, Uxbridge UB8 1HS as shown for identification purposes only edged red on the Plan attached to this Deed at Annex 2;
"Occupation"	means occupation of the Land for the residential purposes permitted by the Prior Approval Decision (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" and "Occupied" shall be construed accordingly
"Owner"	means the First Owner and the Second Owner, or either of them (as the context so requires)
"Prior Approval Application"	means the application for prior approval for the change of use from office to dwellinghouses, together with ancillary car parking, cycle storage and refuse storage. The plans show 43 residential units, comprising 4 x studios, 7 x 1-beds, and 32 x 2-beds under the Prior Approval Reference;
"Prior Approval Decision"	means the prior approval to be granted or deemed to be granted pursuant to the Prior Approval Application

"Prior Approval Reference"	means the prior approval application reference number 40050/APP/2020/1000;
"Public Realm and Highways Contribution"	means the sum of £46,043.20 (forty six thousand and forty three pounds and twenty pence) to be used by the Council for the Public Realm and Highways Improvements;
"Public Realm and Highways Improvements"	means improvements to public realm and highways in the vicinity of the Land;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"VAT"	means Value Added Tax.

- 1.2 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.
- 1.3 References in this Deed to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Deed.
- 1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or annex is a reference to a clause, paragraph, sub-clause, schedule or annex of or to this Deed.
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.

- 1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise and subject to clause 4.6.
- 1.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.
- 1.8 Where any provision of this Deed is expressed as the Owner requiring the agreement, approval, consent or an expression of satisfaction from the Council, such provisions are included in this Deed by Owner on the basis that such agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 1.9 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 Deed.

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to Section 106 of the Act, 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 to the intent that it will bind the Owner and their successors in title to the Land.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

3. CONDITIONALITY

- 3.1 The obligations contained within the Schedules are subject to and conditional upon the grant (whether express grant or deemed grant) of the Prior Approval Decision.

- 3.2 All other parts of this Deed shall be of immediate force and effect unless otherwise stated.

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 If any provision in this Deed shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.3 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 undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission or prior approval.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Land and assigns of the Owner or any person corporate or otherwise claiming title through or under the Owner an interest or estate to the Land or any part or parts of the Land 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 any of 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:

4.6.1 after it shall have parted with its entire interest in the Land or with the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest; or

4.6.2 to the extent that such breach relates to any part of the Land in which the party has no interest.

4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Prior Approval Decision 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 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission or prior approval (other than the Prior Approval Decision) granted (whether or not on appeal, or by of express grant or deemed grant) after the date of this Deed.

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

4.10 This Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council.

5. THE OWNER'S PLANNING OBLIGATIONS

The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in the Schedules.

6. COSTS

The Owner hereby covenants with the Council that on execution of this Deed it will pay the Council's costs incurred in the negotiation, preparation and execution of this Deed.

7. REGISTRATION OF DEED

The Owner recognises and agrees that covenants in this Deed shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975.

8. ARBITRATION

8.1 All disputes, differences or questions arising out of this Deed or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to arbitration by a single arbitrator to be agreed between the parties or, failing agreement, within 21 days by an arbitrator to be appointed at the request of any party by the President of The Royal Institute of Chartered Surveyors as the case may be having due regard to any representations made to him as to the appropriate qualifications of such arbitrator.

8.2 The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 or any re-enactment or modification of such Act for the time being in force, unless otherwise agreed in writing by the Council.

9. THIRD PARTIES

A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

10. NOTICES

10.1 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;

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

a) Deputy Chief Executive and Corporate Director of Residents Services,
London Borough of Hillingdon, Civic Centre, High Street, Uxbridge,

Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Deed;

or

b) to the Owner at the address referred to above or such other address as may be notified in writing to the Council;

or

c) to the First Mortgagee at the address referred to above or such other address as may be notified in writing to the Council;

or

d) to the Second Mortgagee at the address referred to above or such other address as may be notified in writing to the Council.

11. FORM PO1

Prior to Commencement of the Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council addressed to the Director of Planning, Environment and Community Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Prior Approval Reference.

12. RIGHT OF ACCESS

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

13. CHANGE IN OWNERSHIP

The Owner agrees to provide the Council with written notification as soon as reasonably practicable of any change in ownership of any of its interest in the Land occurring before all of the obligations under this Deed have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the Prior Approval Reference.

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14.1 Payment of the Public Realm and Highways Contribution shall be made on the following basis:

- (a) The Public Realm and Highways Contribution shall be delivered to the person and address specified in clause 10.2(a) above by cheque in accordance with paragraph 1 of Schedule 1; and
- (b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Public Realm and Highways Contribution 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 Public Realm and Highways Contribution or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

14.2 If the Public Realm and Highways Contribution or any part thereof shall not have been expended or committed for expenditure under the terms of a contract held by the Council within ten years after the date upon which it shall have been paid then the unspent or uncommitted part will be returned to the payee together with all accrued interest on written request.

15. **INDEXATION**

15.1 The Owner agrees with the Council that the Public Realm and Highways Contribution payable by the Owner under this Deed shall be increased by the application of the formula $A=B \times C/D$ 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.

16. INTEREST

All costs, payments and expenses payable to the Council under this Deed shall bear the Interest rate from time to time being charged from the date such payment is due until the payment is received by the Council.

17. VAT

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

17.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Public Realm and Highways Contribution 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.

18. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

19. FIRST MORTGAGEE

The First Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the First Mortgagee shall not have any liability under this Deed save if it becomes a mortgagee in possession of the Land and for the avoidance of doubt the First Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Site.

20. SECOND MORTGAGEE

The Second Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the Second Mortgagee shall not have any liability under this Deed save if it

becomes a mortgagee in possession of the Land and for the avoidance of doubt the Second Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Land.

21. THIRD MORTGAGEE

The Third Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the Third Mortgagee shall not have any liability under this Deed save if it becomes a mortgagee in possession of the Land and for the avoidance of doubt the Third Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Land.

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The Fourth Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the Fourth Mortgagee shall not have any liability under this Deed save if it becomes a mortgagee in possession of the Land and for the avoidance of doubt the Fourth Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Land.

23. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicated original, but all the counterparts shall together constitute the one agreement.

IN WITNESS of which this undertaking has been duly executed as a Deed and has been delivered once dated.

SCHEDULE 1
PUBLIC REALM AND HIGHWAYS CONTRIBUTION

The Owner hereby covenants with the Council as follows:

1. prior to Occupation to pay the Public Realm and Highways Contribution to the Council; and

2. not to Occupy or cause or allow or permit to be Occupied any part of the Development before the Public Realm and Highways Contribution is paid.

Annex 1

TO: HEAD OF DEVELOPMENT CONTROL
ENVIRONMENTAL SERVICES
LONDON BOROUGH OF HILLINGDON
CIVIC CENTRE ROOM A357
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW

FORM

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

Annex 2 - Plan

Option b1
56 homes

G

Book 1: 750 @ At

101 kg person 4.46 L/min

Option 01

卷之四

Drawing Number	Revision

4A BANCSTORM STREET

London EC1V 7ND
T +44 (0)20 7278 2323
www.patek.com

Patel Taylor

SIGNED AS A DEED by PERMITTED DEVELOPMENTS
NO 6 LTD

)
)
)
)
)
)

Acting by a director in the presence of
a witness

J. DUNN

signature of a director

Caro Turner

signature of witness

CAIRO NE TURNER

name of witness

8 ST JOHNS RD

LONDON NW11 0PG

address of witness

SIGNED AS A DEED by PERMITTED DEVELOPMENTS
NO 7 LTD

)
)
)
)
)

Acting by a director in the presence of
a witness

J. DUNNICK

signature of a director

Carie Turner

signature of witness

CAROLINE TURNER

name of witness

2 ST JOHNS RD

LONDON NW11 0PG

address of witness

SIGNED AS A DEED by REDITUM SPV 39 LTD

)

)

)

Acting by a director in the presence of
a witness

)

)

signature of a director

signature of witness

name of witness

address

of

witness

SIGNED AS A DEED by REDITUM SPV 40 LTD)
)
)
Acting by a director in the presence of)
a witness)

signature of a director

signature of witness

name of witness

address of witness

SIGNED AS A DEED by MIZRAHI TEFAHOT BANK LIMITED)
)
)
Acting by two authorised signatories)
)

signature of authorised signatory

signature of authorised signatory

SIGNED AS A DEED by PARAGON DEVELOPMENT)
FINANCE LIMITED)

Acting by its attorney, Jonathan Baker, under a power of)
attorney dated 23 March 2020 in the presence of a witness)

signature of attorney

signature of witness

name of witness

address of witness

DATED

13 MAY

2020

PERMITTED DEVELOPMENTS INVESTMENTS NO 6 LTD

AND

PERMITTED DEVELOPMENTS INVESTMENTS NO 7 LTD

AND

REDITUM SPV 39 LTD

AND

REDITUM SPV 40 LTD

AND

PARAGON DEVELOPMENT FINANCE LIMITED

AND

MIZRAHI TEFAHOT BANK LIMITED

TO

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY UNILATERAL UNDERTAKING

PURSUANT TO SECTION 106

OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS

RELATING TO THE DEVELOPMENT OF LAND AT

WATERSIDE HOUSE, OXFORD ROAD, UXBRIDGE UB8 1HS

Prior Approval Application Reference: 40050/APP/2020/1000

Signed in Counterpart

THIS PLANNING OBLIGATION BY UNILATERAL UNDERTAKING is dated

13 MAY

2020

And is GIVEN BY:

- (1) **PERMITTED DEVELOPMENTS INVESTMENTS NO 6 LTD** (Company Registration Number 11095309) of care of Goldwins 75 Maygrove Road London NW6 2EG (the "**First Owner**");
- (1) **PERMITTED DEVELOPMENTS INVESTMENTS NO 7 LTD** (Company Registration Number 11095611) of care of Goldwins 75 Maygrove Road London NW6 2EG (the "**Second Owner**");
- (3) **REDITUM SPV 39 LTD** (Company Registration Number 11180451) of 10 Queen Street Place, London EC4R 1AG (the "**First Mortgagee**");
- (4) **PARAGON DEVELOPMENT FINANCE LIMITED** (Company Registration Number 3901943) of 51 Homer Road, Solihull, England, B91 3QJ (the "**Second Mortgagee**")
- (5) **REDITUM SPV 40 LTD** (Company Registration Number 11179147) of 10 Queen Street Place, London EC4R 1AG (the "**Third Mortgagee**"); and
- (6) **MIZRAHI TEFAHOT BANK LIMITED** (UK Registered Number FC11504) of 30 Old Broad Street, London EC2N 1HQ (the "**Fourth Mortgagee**").

TO:

- (7) **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 Council is also the local highway authority for the purposes of the 1980 Act for the area within which the Land is located.
- C The First Owner has the freehold interest in part of the Land registered under Title Nos. NGL49372 and MX215254. The Second Owner has the freehold interest in part of the Land registered under Title Nos. AGL123139 and AGL123140.
- D The First Mortgagee has a charge dated 23 February 2018, of part of the Land registered against title numbers NGL49372 and MX215254. The Second Mortgagee has a charge dated 23 February 2018 of part of the Land registered against title numbers NGL49372 and MX215254. The Third Mortgagee has a charge dated 23 February 2018 of part of the Land registered against title numbers AGL123139 and AGL123140. The Fourth Mortgagee has a charge dated 30 July 2018 of part of the Land registered against title numbers AGL123139 and AGL123140.
- E The Owner intends to develop the Land pursuant to the Prior Approval Decision.
- F On 24 March 2020 the Owner submitted the Prior Approval Application to the Council for the right to develop the Land for the purposes and in the manner described in the Prior Approval Application.
- G The Owner enters into this Deed with the intention that the obligations contained therein may be enforced by the Council against the Owner and its respective successors in title in the event that the Prior Approval Decision is granted or deemed to have been granted.

THIS UNDERTAKING WITNESSES AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

- 1.1 For the purposes of the recitals and this Deed, the following expressions shall have the following meaning:

"1980 Act"	means the Highways Act 1980;
"Act"	means the Town and Country Planning Act 1990;
"Commencement of Development"	means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of intrusive site investigations or surveys, site clearance or regrading, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination, internal service roads, works for the provision of drainage or mains services to prepare the Land for development, or the erection of a contractor's work compound or erection of boundary walls or temporary fencing to the boundary of the Land and "Commence" and "Commencement" shall be construed accordingly;
"Council"	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Deed;
"Deputy Chief Executive and Corporate Director of Residents Services"	means the Council's Deputy Chief Executive and Corporate Director of Residents Services or such person as the Council designates as undertaking this role;
"Development"	means the development authorised by the Prior Approval

	Decision;
"Form PO1"	means the form in the substantial format set out in Annex 1;
"Index"	means the Index of Retail Prices (All Items) published by the Office for National Statistics and "Index Linked" and "Indexation" shall be construed accordingly;
"Interest"	means interest at 4% above the base lending rate of Lloyds Bank PLC from time to time;
"Land"	means all the land and buildings at Waterside House, Oxford Road, Uxbridge UB8 1HS as shown for identification purposes only edged red on the Plan attached to this Deed at Annex 2;
"Occupation"	means occupation of the Land for the residential purposes permitted by the Prior Approval Decision (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" and "Occupied" shall be construed accordingly
"Owner"	means the First Owner and the Second Owner, or either of them (as the context so requires)
"Prior Approval Application"	means the application for prior approval for the change of use from office to dwellinghouses, together with ancillary car parking, cycle storage and refuse storage. The plans show 43 residential units, comprising 4 x studios, 7 x 1-beds, and 32 x 2-beds under the Prior Approval Reference;
"Prior Approval Decision"	means the prior approval to be granted or deemed to be granted pursuant to the Prior Approval Application

"Prior Approval Reference"	means the prior approval application reference number 40050/APP/2020/1000;
"Public Realm and Highways Contribution"	means the sum of £46,043.20 (forty six thousand and forty three pounds and twenty pence) to be used by the Council for the Public Realm and Highways Improvements;
"Public Realm and Highways Improvements"	means improvements to public realm and highways in the vicinity of the Land;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"VAT"	means Value Added Tax.

- 1.2 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.
- 1.3 References in this Deed to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Deed.
- 1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or annex is a reference to a clause, paragraph, sub-clause, schedule or annex of or to this Deed.
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.

- 1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise and subject to clause 4.6.
- 1.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.
- 1.8 Where any provision of this Deed is expressed as the Owner requiring the agreement, approval, consent or an expression of satisfaction from the Council, such provisions are included in this Deed by Owner on the basis that such agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 1.9 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 Deed.

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to Section 106 of the Act, 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 to the intent that it will bind the Owner and their successors in title to the Land.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

3. CONDITIONALITY

- 3.1 The obligations contained within the Schedules are subject to and conditional upon the grant (whether express grant or deemed grant) of the Prior Approval Decision.

- 3.2 All other parts of this Deed shall be of immediate force and effect unless otherwise stated.

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 If any provision in this Deed shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.3 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 undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission or prior approval.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Land and assigns of the Owner or any person corporate or otherwise claiming title through or under the Owner an interest or estate to the Land or any part or parts of the Land 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 any of 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:

4.6.1 after it shall have parted with its entire interest in the Land or with the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest; or

4.6.2 to the extent that such breach relates to any part of the Land in which the party has no interest.

4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Prior Approval Decision 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 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission or prior approval (other than the Prior Approval Decision) granted (whether or not on appeal, or by of express grant or deemed grant) after the date of this Deed.

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

4.10 This Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council.

5. THE OWNER'S PLANNING OBLIGATIONS

The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in the Schedules.

6. COSTS

The Owner hereby covenants with the Council that on execution of this Deed it will pay the Council's costs incurred in the negotiation, preparation and execution of this Deed.

7. REGISTRATION OF DEED

The Owner recognises and agrees that covenants in this Deed shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975.

8. ARBITRATION

8.1 All disputes, differences or questions arising out of this Deed or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to arbitration by a single arbitrator to be agreed between the parties or, failing agreement, within 21 days by an arbitrator to be appointed at the request of any party by the President of The Royal Institute of Chartered Surveyors as the case may be having due regard to any representations made to him as to the appropriate qualifications of such arbitrator.

8.2 The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 or any re-enactment or modification of such Act for the time being in force, unless otherwise agreed in writing by the Council.

9. THIRD PARTIES

A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

10. NOTICES

10.1 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;

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

a) Deputy Chief Executive and Corporate Director of Residents Services,
London Borough of Hillingdon, Civic Centre, High Street, Uxbridge,

Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Deed;
or

b) to the Owner at the address referred to above or such other address as may be notified in writing to the Council;

or

c) to the First Mortgagee at the address referred to above or such other address as may be notified in writing to the Council;

or

d) to the Second Mortgagee at the address referred to above or such other address as may be notified in writing to the Council.

11. FORM PO1

Prior to Commencement of the Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council addressed to the Director of Planning, Environment and Community Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Prior Approval Reference.

12. RIGHT OF ACCESS

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

13. CHANGE IN OWNERSHIP

The Owner agrees to provide the Council with written notification as soon as reasonably practicable of any change in ownership of any of its interest in the Land occurring before all of the obligations under this Deed have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the Prior Approval Reference.

14. CONTRIBUTIONS

14.1 Payment of the Public Realm and Highways Contribution shall be made on the following basis:

- (a) The Public Realm and Highways Contribution shall be delivered to the person and address specified in clause 10.2(a) above by cheque in accordance with paragraph 1 of Schedule 1; and
- (b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Public Realm and Highways Contribution 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 Public Realm and Highways Contribution or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

14.2 If the Public Realm and Highways Contribution or any part thereof shall not have been expended or committed for expenditure under the terms of a contract held by the Council within ten years after the date upon which it shall have been paid then the unspent or uncommitted part will be returned to the payee together with all accrued interest on written request.

15. **INDEXATION**

15.1 The Owner agrees with the Council that the Public Realm and Highways Contribution payable by the Owner under this Deed shall be increased by the application of the formula $A=B \times C/D$ 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.

16. INTEREST

All costs, payments and expenses payable to the Council under this Deed shall bear the Interest rate from time to time being charged from the date such payment is due until the payment is received by the Council.

17. VAT

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

17.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Public Realm and Highways Contribution 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.

18. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

19. FIRST MORTGAGEE

The First Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the First Mortgagee shall not have any liability under this Deed save if it becomes a mortgagee in possession of the Land and for the avoidance of doubt the First Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Site.

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23. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicated original, but all the counterparts shall together constitute the one agreement.

IN WITNESS of which this undertaking has been duly executed as a Deed and has been delivered once dated.

SCHEDULE 1
PUBLIC REALM AND HIGHWAYS CONTRIBUTION

The Owner hereby covenants with the Council as follows:

1. prior to Occupation to pay the Public Realm and Highways Contribution to the Council; and
2. not to Occupy or cause or allow or permit to be Occupied any part of the Development before the Public Realm and Highways Contribution is paid.

Annex 1

TO: HEAD OF DEVELOPMENT CONTROL
ENVIRONMENTAL SERVICES
LONDON BOROUGH OF HILLINGDON
CIVIC CENTRE ROOM A357
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW

FORM

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

Annex 2 - Plan

SIGNED AS A DEED by PERMITTED DEVELOPMENTS)
NO 6 LTD)
)
Acting by a director in the presence of)
a witness)

signature of a director

signature of witness

name of witness

address of witness

SIGNED AS A DEED by PERMITTED DEVELOPMENTS)
NO 7 LTD)

Acting by a director in the presence of)
a witness)

signature of a director

signature of witness

name of witness

address of witness

SIGNED AS A DEED by REDITUM SPV 39 LTD

Acting by a director in the presence of
a witness

)
)
)
)
)
)



(see above)

signature of a director

in witness

signature of witness

SUNIL PARMAR

name of witness

963 CLAPHAM COMMON WESTSIDE

LONDON, SW4 9AZ

address

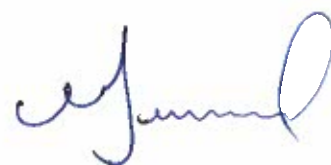
of

witness

SIGNED AS A DEED by REDITUM SPV 40 LTD

Acting by a director in the presence of
a witness

)
)
)
)
)



(see above)

signature of a director

by [signature]

signature of witness

SUNIL PARMAR

name of witness

96b CLAPHAM COMMON WATSFORD

LONDON, SW4 9AZ

address

of

witness

SIGNED AS A DEED by MIZRAHI TEFAHOT BANK LIMITED)

)

)

Acting by two authorised signatories)

)

signature of authorised signatory

signature of authorised signatory

SIGNED AS A DEED by PARAGON DEVELOPMENT)
FINANCE LIMITED)

Acting by its attorney, Jonathan Baker, under a power of)
attorney dated 23 March 2020 in the presence of a witness)

signature of attorney

signature of witness

name of witness

address of witness

DATED

13 MAY

2020

PERMITTED DEVELOPMENTS INVESTMENTS NO 6 LTD

AND

PERMITTED DEVELOPMENTS INVESTMENTS NO 7 LTD

AND

REDITUM SPV 39 LTD

AND

REDITUM SPV 40 LTD

AND

PARAGON DEVELOPMENT FINANCE LIMITED

AND

MIZRAHI TEFAHOT BANK LIMITED

TO

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY UNILATERAL UNDERTAKING

PURSUANT TO SECTION 106

OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED POWERS

RELATING TO THE DEVELOPMENT OF LAND AT

WATERSIDE HOUSE, OXFORD ROAD, UXBRIDGE UB8 1HS

Prior Approval Application Reference: 40050/APP/2020/999

Signed in Counterpart

THIS PLANNING OBLIGATION BY UNILATERAL UNDERTAKING is dated
13 MAY 2020

And is **GIVEN BY:**

- (1) **PERMITTED DEVELOPMENTS INVESTMENTS NO 6 LTD** (Company Registration Number 11095309) of care of Goldwins 75 Maygrove Road London NW6 2EG (the "**First Owner**");

- (1) **PERMITTED DEVELOPMENTS INVESTMENTS NO 7 LTD** (Company Registration Number 11095611) of care of Goldwins 75 Maygrove Road London NW6 2EG (the "**Second Owner**");
- (3) **REDITUM SPV 39 LTD** (Company Registration Number 11180451) of 10 Queen Street Place, London EC4R 1AG (the "**First Mortgagee**");
- (4) **PARAGON DEVELOPMENT FINANCE LIMITED** (Company Registration Number 3901943) of 51 Homer Road, Solihull, England, B91 3QJ (the "**Second Mortgagee**")
- (5) **REDITUM SPV 40 LTD** (Company Registration Number 11179147) of 10 Queen Street Place, London EC4R 1AG (the "**Third Mortgagee**"); and
- (6) **MIZRAHI TEFAHOT BANK LIMITED** (UK Registered Number FC11504) of 30 Old Broad Street, London EC2N 1HQ (the "**Fourth Mortgagee**").

TO:

- (7) **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 Council is also the local highway authority for the purposes of the 1980 Act for the area within which the Land is located.
- C The First Owner has the freehold interest in part of the Land registered under Title Nos. NGL49372 and MX215254. The Second Owner has the freehold interest in part of the Land registered under Title Nos. AGL123139 and AGL123140.
- D The First Mortgagee has a charge dated 23 February 2018, of part of the Land registered against title numbers NGL49372 and MX215254. The Second Mortgagee has a charge dated 23 February 2018 of part of the Land registered against title numbers NGL49372 and MX215254. The Third Mortgagee has a charge dated 23 February 2018 of part of the Land registered against title numbers AGL123139 and AGL123140. The Fourth Mortgagee has a charge dated 30 July 2018 of part of the Land registered against title numbers AGL123139 and AGL123140.
- E The Owner intends to develop the Land pursuant to the Prior Approval Decision.
- F On 24 March 2020 the Owner submitted the Prior Approval Application to the Council for the right to develop the Land for the purposes and in the manner described in the Prior Approval Application.
- G The Owner enters into this Deed with the intention that the obligations contained therein may be enforced by the Council against the Owner and its respective successors in title in the event that the Prior Approval Decision is granted or deemed to have been granted.

THIS UNDERTAKING WITNESSES AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

- 1.1 For the purposes of the recitals and this Deed, the following expressions shall have the following meaning:

"1980 Act"	means the Highways Act 1980;
"Act"	means the Town and Country Planning Act 1990;
"Commencement of Development"	means the date on which any material operation as defined in Section 56(4) of the Act forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of intrusive site investigations or surveys, site clearance or regrading, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination, internal service roads, works for the provision of drainage or mains services to prepare the Land for development, or the erection of a contractor's work compound or erection of boundary walls or temporary fencing to the boundary of the Land and "Commence" and "Commencement" shall be construed accordingly;
"Council"	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Deed;
"Deputy Chief Executive and Corporate Director of Residents Services"	means the Council's Deputy Chief Executive and Corporate Director of Residents Services or such person as the Council designates as undertaking this role;
"Development"	means the development authorised by the Prior Approval

	Decision;
"Form PO1"	means the form in the substantial format set out in Annex 1;
"Index"	means the Index of Retail Prices (All Items) published by the Office for National Statistics and "Index Linked" and "Indexation" shall be construed accordingly;
"Interest"	means interest at 4% above the base lending rate of Lloyds Bank PLC from time to time;
"Land"	means all the land and buildings at Waterside House, Oxford Road, Uxbridge UB8 1HS as shown for identification purposes only edged red on the Plan attached to this Deed at Annex 2;
"Occupation"	means occupation of the Land for the residential purposes permitted by the Prior Approval Decision (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" and "Occupied" shall be construed accordingly
"Owner"	means the First Owner and the Second Owner, or either of them (as the context so requires)
"Prior Approval Application"	means the application for prior approval for the change of use from office to dwellinghouses, together with ancillary car parking, cycle storage and refuse storage. The plans show 58 residential units, comprising 1 x studio, 56 x 1-beds, and 1 x 2-beds under the Prior Approval Reference;
"Prior Approval Decision"	means the prior approval to be granted or deemed to be granted pursuant to the Prior Approval Application

"Prior Approval Reference"	means the prior approval application reference number 40050/APP/2020/999;
"Public Realm and Highways Contribution"	means the sum of £46,850.97 (forty six thousand eight hundred and fifty pounds and ninety seven pence) to be used by the Council for the Public Realm and Highways Improvements;
"Public Realm and Highways Improvements"	means improvements to public realm and highways in the vicinity of the Land;
"Specified Date"	means the date upon which an obligation arising under this Deed is due to be performed;
"VAT"	means Value Added Tax.

- 1.2 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.
- 1.3 References in this Deed to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Deed.
- 1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or annex is a reference to a clause, paragraph, sub-clause, schedule or annex of or to this Deed.
- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Deed.

- 1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise and subject to clause 4.6.
- 1.7 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.
- 1.8 Where any provision of this Deed is expressed as the Owner requiring the agreement, approval, consent or an expression of satisfaction from the Council, such provisions are included in this Deed by Owner on the basis that such agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed.
- 1.9 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 Deed.

2. STATUTORY PROVISIONS

- 2.1 This Deed is made pursuant to Section 106 of the Act, 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 to the intent that it will bind the Owner and their successors in title to the Land.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

3. CONDITIONALITY

- 3.1 The obligations contained within the Schedules are subject to and conditional upon the grant (whether express grant or deemed grant) of the Prior Approval Decision.

- 3.2 All other parts of this Deed shall be of immediate force and effect unless otherwise stated.

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 If any provision in this Deed shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 4.3 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 undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission or prior approval.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Land and assigns of the Owner or any person corporate or otherwise claiming title through or under the Owner an interest or estate to the Land or any part or parts of the Land 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 any of 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:

4.6.1 after it shall have parted with its entire interest in the Land or with the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest; or

4.6.2 to the extent that such breach relates to any part of the Land in which the party has no interest.

4.7 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Prior Approval Decision 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 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission or prior approval (other than the Prior Approval Decision) granted (whether or not on appeal, or by of express grant or deemed grant) after the date of this Deed.

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

4.10 This Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council.

5. THE OWNER'S PLANNING OBLIGATIONS

The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in the Schedules.

6. COSTS

The Owner hereby covenants with the Council that on execution of this Deed it will pay the Council's costs incurred in the negotiation, preparation and execution of this Deed.

7. REGISTRATION OF DEED

The Owner recognises and agrees that covenants in this Deed shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975.

8. ARBITRATION

8.1 All disputes, differences or questions arising out of this Deed or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to arbitration by a single arbitrator to be agreed between the parties or, failing agreement, within 21 days by an arbitrator to be appointed at the request of any party by the President of The Royal Institute of Chartered Surveyors as the case may be having due regard to any representations made to him as to the appropriate qualifications of such arbitrator.

8.2 The arbitration shall take place in London and shall be in accordance with the Arbitration Act 1996 or any re-enactment or modification of such Act for the time being in force, unless otherwise agreed in writing by the Council.

9. THIRD PARTIES

A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

10. NOTICES

10.1 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;

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

a) Deputy Chief Executive and Corporate Director of Residents Services,
London Borough of Hillingdon, Civic Centre, High Street, Uxbridge,

Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Deed;
or

b) to the Owner at the address referred to above or such other address as may be notified in writing to the Council;

or

c) to the First Mortgagee at the address referred to above or such other address as may be notified in writing to the Council;

or

d) to the Second Mortgagee at the address referred to above or such other address as may be notified in writing to the Council.

11. FORM PO1

Prior to Commencement of the Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council addressed to the Director of Planning, Environment and Community Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Prior Approval Reference.

12. RIGHT OF ACCESS

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

13. CHANGE IN OWNERSHIP

The Owner agrees to provide the Council with written notification as soon as reasonably practicable of any change in ownership of any of its interest in the Land occurring before all of the obligations under this Deed have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the Prior Approval Reference.

14. CONTRIBUTIONS

14.1 Payment of the Public Realm and Highways Contribution shall be made on the following basis:

- (a) The Public Realm and Highways Contribution shall be delivered to the person and address specified in clause 10.2(a) above by cheque in accordance with paragraph 1 of Schedule 1; and
- (b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Public Realm and Highways Contribution 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 Public Realm and Highways Contribution or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

14.2 If the Public Realm and Highways Contribution or any part thereof shall not have been expended or committed for expenditure under the terms of a contract held by the Council within ten years after the date upon which it shall have been paid then the unspent or uncommitted part will be returned to the payee together with all accrued interest on written request.

15. **INDEXATION**

15.1 The Owner agrees with the Council that the Public Realm and Highways Contribution payable by the Owner under this Deed shall be increased by the application of the formula $A=B \times C/D$ 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.

16. INTEREST

All costs, payments and expenses payable to the Council under this Deed shall bear the Interest rate from time to time being charged from the date such payment is due until the payment is received by the Council.

17. VAT

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

17.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Public Realm and Highways Contribution 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.

18. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

19. FIRST MORTGAGEE

The First Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the First Mortgagee shall not have any liability under this Deed save if it becomes a mortgagee in possession of the Land and for the avoidance of doubt the First Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Site.

20. SECOND MORTGAGEE

The Second Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the Second Mortgagee shall not have any liability under this Deed save if it

becomes a mortgagee in possession of the Land and for the avoidance of doubt the Second Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Land.

21. THIRD MORTGAGEE

The Third Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the Third Mortgagee shall not have any liability under this Deed save if it becomes a mortgagee in possession of the Land and for the avoidance of doubt the Third Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Land.

22. FOURTH MORTGAGEE

The Fourth Mortgagee is a party to this Deed for the purpose of consenting to the provisions hereof binding the Land but for the avoidance of doubt the Fourth Mortgagee shall not have any liability under this Deed save if it becomes a mortgagee in possession of the Land and for the avoidance of doubt the Fourth Mortgagee shall only be liable for any breach of this Deed if it has caused the breach whilst in possession of the Land and it shall not be liable for any pre-existing breach nor any breach arising after it shall have parted with its interest in the Land.

23. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed shall constitute a duplicated original, but all the counterparts shall together constitute the one agreement.

IN WITNESS of which this undertaking has been duly executed as a Deed and has been delivered once dated.

SCHEDULE 1
PUBLIC REALM AND HIGHWAYS CONTRIBUTION

The Owner hereby covenants with the Council as follows:

1. prior to Occupation to pay the Public Realm and Highways Contribution to the Council; and

2. not to Occupy or cause or allow or permit to be Occupied any part of the Development before the Public Realm and Highways Contribution is paid.

Annex 1

TO: HEAD OF DEVELOPMENT CONTROL
ENVIRONMENTAL SERVICES
LONDON BOROUGH OF HILLINGDON
CIVIC CENTRE ROOM A357
HIGH STREET UXBRIDGE
MIDDLESEX UB8 1UW

FORM

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: _____

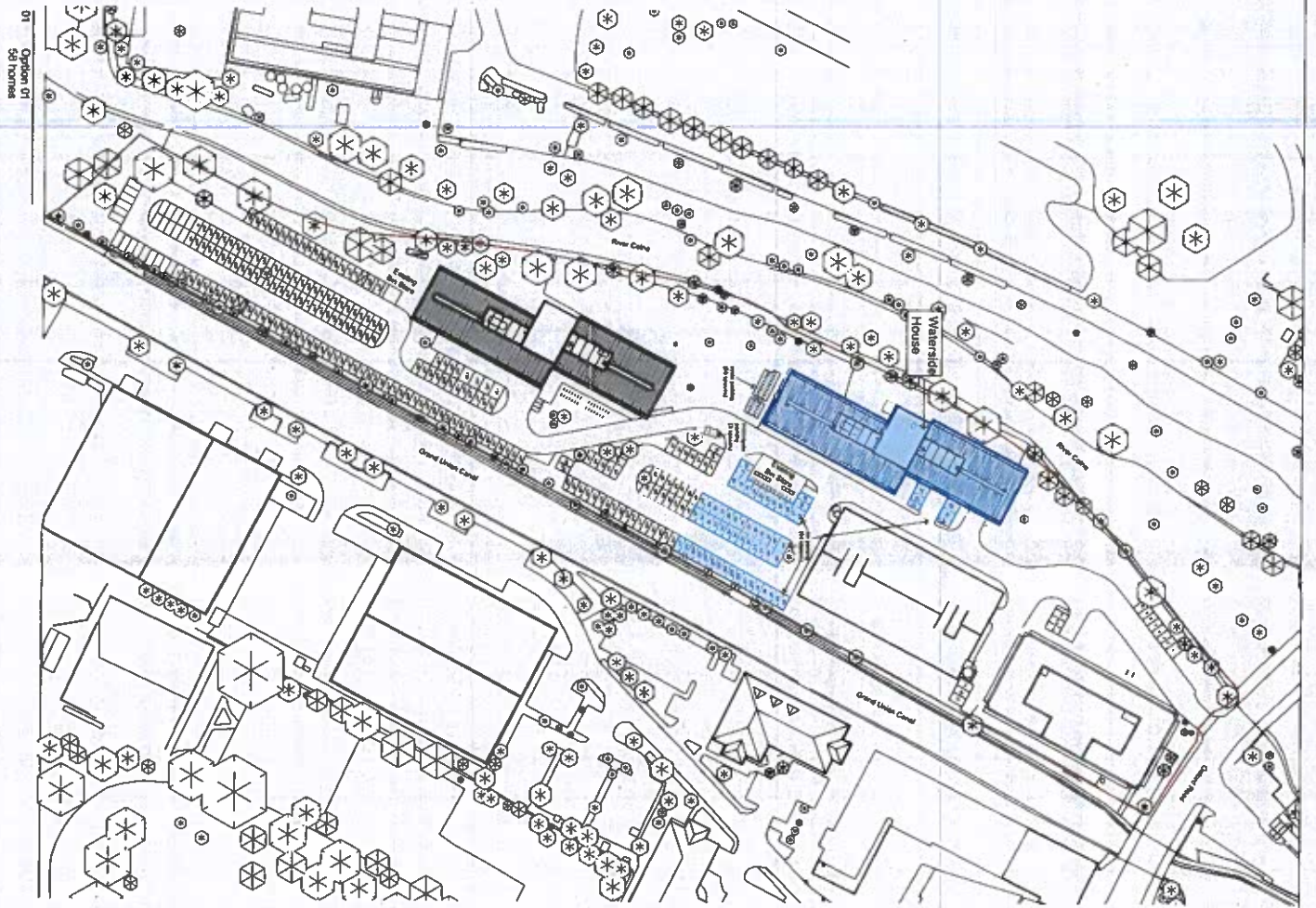
LEGAL COSTS: _____

OTHER COSTS (IDENTIFY): _____

MAINTENANCE COSTS (COMMUTED SUM)

INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS YES/NO

Annex 2 - Plan



SIGNED AS A DEED by PERMITTED DEVELOPMENTS)
NO 6 LTD)

Acting by a director in the presence of)
a witness)

signature of a director

signature of witness

name of witness

address of witness

SIGNED AS A DEED by PERMITTED DEVELOPMENTS)
NO 7 LTD)

Acting by a director in the presence of)
a witness)

signature of a director

signature of witness

name of witness

address of witness

SIGNED AS A DEED by REDITUM SPV 39 LTD

Acting by a director in the presence of
a witness

)
)
)
)
)



(see above)

signature of a director

hm mmw

signature of witness

SUNIL PARMAR

name of witness

96b CAERNAM COMMON WESTSIDE

LONDON, SW14 6AZ

address

of

witness

SIGNED AS A DEED by REDITUM SPV 40 LTD

Acting by a director in the presence of
a witness

)
)
)
)
)
)



(see above)

signature of a director

in now

signature of witness

SUNIL PARMAR

name of witness

96b CLAPHAM COMMON WESTSIDE

LONDON, SW4 9AZ

address

of

witness

SIGNED AS A DEED by MIZRAHI TEFAHOT BANK LIMITED)

)

)

Acting by two authorised signatories)

)

signature of authorised signatory

signature of authorised signatory

SIGNED AS A DEED by PARAGON DEVELOPMENT)
FINANCE LIMITED)

Acting by its attorney, Jonathan Baker, under a power of)
attorney dated 23 March 2020 in the presence of a witness)

signature of attorney

signature of witness

name of witness

address of witness