

DATED

7 January 2021
~~2020~~

REDROW HOMES LIMITED (1)

AND

THE LONDON BOROUGH OF HILLINGDON (2)

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

**relating to the development of land at former Padcroft
Works, Tavistock Road including land bound by
Bentinck Road and Tavistock Road (including Globe
House), Bentinck Road, West Drayton, Yiewsley, UB7
7RQ**

Original s.106 Planning Permission Reference: 45200/APP/2014/3638
Planning Permission Reference: 45200/APP/2020/2603

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**Winckworth
Sherwood**

**Solicitors and
Parliamentary Agents**

THIS AGREEMENT is made this

7

day of

January

2021
2020

BETWEEN:-

- (1) **REDROW HOMES LIMITED** (Co. Regn. No: 01990710) of Redrow House, St. David's Park, Flintshire CH5 3RX (the "**Owner**")
- (2) **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW (the "**Council**")

WHEREAS:-

- (A) The Owner is the freehold owner of the Land on which the Development is being constructed registered at HM Land Registry under title number AGL132734.
- (B) The Council is the local planning authority for the purposes of the Act and for the area in which the Land is located and is the local authority for the purposes of the Greater London Council (General Powers) Act 1974 and the Local Government Act 1972.
- (C) On 10 December 2015 the Council granted the Original Planning Permission for the Development and entered into the Section 106 Agreement in connection with the Original Planning Permission.
- (D) The Original Planning Permission was subsequently varied on 25 January 2017 and 12 October 2017 by the Second Planning Permission and Third Planning Permission respectively both of which are underpinned by the Section 106 Agreement.
- (E) On 18 August 2020 the Council received the Fourth Planning Application and at its Planning Committee on 18 November 2020 the Council resolved to grant the Fourth Planning Permission subject to the completion of this Deed.
- (F) The parties hereto have agreed to vary the Section 106 Agreement as provided in this Deed.

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

1. DEFINITIONS AND INTERPRETATION

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

"the Section 106 Agreement"

means the Deed made between Kitewood Projects Limited (1) Globe (West Drayton) Limited (2) Global Court Limited (3) Padcroft Works Limited (4) John Willoughby Feltrim Fagan and Susan Ann Hume Fagan (5) Bentinck Projects Limited (6) Kitewood Investments Limited (7) Bank of Scotland (8) Allied Irish Banks PLC (9) Property Finance Nominees (No. 3) Limited (10) Lloyds Bank PLC (11) and the London Borough of Hillingdon (12) dated 10 December 2015 with Council Planning Application Reference 45200/APP/2014/3638 pursuant to S106 of the Act as varied by:

- (a) A Deed of Variation made between the Council and Owner dated 18 January 2017 under Council Planning Reference 45200/APP/2016/3886;
- (b) A Deed of Variation made between the Council and Owner dated 5 October 2017 under Council Planning Reference 45200/APP/2017/327; and
- (c) A Deed of Variation made between the Council, Owner and Richmond Housing Partnership Limited dated 10 July 2020 under Council Planning Reference 45200/APP/2018/4447;

"the Fourth Planning Application"

means the application received by the Council on 18 August 2020 pursuant to Section 73 of the Act to vary conditions 4 (phased drawings) and 20 (car parking) of the Third Planning Permission to reduce the number of car parking spaces at the Development and given planning reference 45200/APP/2020/2603

**"the Fourth Planning
Permission"**

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

**THE FOLLOWING DEFINITIONS AND RULES OF INTERPRETATION APPLY IN
THIS DEED**

- 1.1 All words and phrases defined in the Section 106 Agreement shall have the same meaning in this Deed save where the context otherwise requires and for the avoidance of doubt the Section 106 Agreement shall remain in full force and effect save as varied by this Deed.
- 1.2 All references in this Deed to clauses in the Section 106 Agreement are to clauses within the Section 106 Agreement.
- 1.3 Where in this Deed reference is made to a clause schedule or recital such reference (unless the context otherwise requires) is a reference to a clause schedule or recital of this Deed.
- 1.4 Headings are for ease of reference only and are not intended to be construed as part of this Deed and shall not be construed as part of this Deed and shall not affect the construction of this Deed.
- 1.5 Unless the context otherwise requires references to the singular shall include the plural and vice versa.
- 1.6 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.9 The provisions of the Section 106 Agreement in relation to its interpretation and in relation to statutory provisions interests bound disputes liability notices and jurisdiction apply to this Deed except to the extent that they are expressly varied by this Deed.

2. CONDITIONALITY

- 2.1 With the exception of this Clause and Clause 6 (which shall take effect of the date hereof) the provisions of this Deed shall take effect on:
 - 2.1.1 the grant of the Fourth Planning Permission; and
 - 2.1.2 Commencement of Development of the Fourth Planning Permission

3. **CONFIRMATION**

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

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

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

- 4.1 The deletion of the following definitions and their replacement as stated below:

"Planning Permission" means the Original Planning Permission or the Second Planning Permission or the Third Planning Permission or the Fourth Planning Permission as applicable

"Section 106 Reference" means the reference numbers of the Original Planning Permission or the Second Planning Permission or the Third Planning Permission or the Fourth Planning Permission as applicable

- 4.2 The following definitions shall be added to the Section 106 Agreement:

"the Fourth Planning Application" means the application received by the Council on 18 August 2020 pursuant to Section 73 of the Act to vary conditions 4 (phased drawings) and 20 (car parking) of the Third Planning Permission to reduce the number of car parking spaces at the Development and given planning reference 45200/APP/2020/2603

"the Fourth Planning Permission" means the planning permission granted by the Council pursuant to the Fourth Planning Application

2. **STATUTORY PROVISION**

This Deed is made pursuant to Sections 73 of the Act, Section 111 of the Local Government Act 1972, Section 16 of the Greater London Council (General Powers) Act 1974, Section 1 of the Localism Act 2011 and any

other enabling powers, to the intent that it will bind the Owner and their successors in title to the Land.

3. **COVENANTS TO THE COUNCIL**

The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Section 106 Agreement as varied by this Deed.

4. **REGISTRATION AS LOCAL LAND CHARGE**

The covenants in the Section 106 Agreement as modified by this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council as provided in the Section 106 Agreement as modified by this Deed and the Council shall register this Deed in its register of Local Land Charges.

5. **THIRD PARTIES**

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

6. **INVALIDITY OF CERTAIN PROVISIONS**

If any of this Deed or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable the same shall be severable and the remainder of this Deed as to the application of such term to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Deed shall be valid and enforced to the fullest extent permitted by law.

7. **CONFIRMATION**

It is hereby declared by the parties to this Deed saving and excepting for as is expressly provided for by the provisions of this Deed the covenants and

provisions contained in the Section 106 Agreement continue to have full force and effect.

H. COSTS

On or before the completion of this Deed the Owner shall pay to the Council the Council's reasonable legal costs in this matter.

9. VALUE ADDED TAX

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

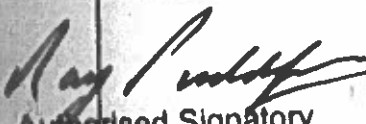
9.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

10. JURISDICTION

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

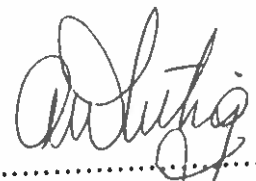
In witness whereof this document has been executed and delivered as a deed on the date first stated above.

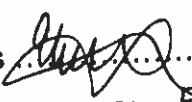
EXECUTED AS A DEED by)
THE LONDON BOROUGH OF)
HILLINGDON acting by it duly authorised)
Attorney in the presence of)


Authorised Signatory
MEMBER OF
THE COUNCIL

Authorised Signatory
AUTHORISED
OFFICER

SIGNED as a DEED by
an attorney for
REDROW HOMES LIMITED
in the presence of

Andrew Whiting

.....
as attorney for REDROW HOMES
LIMITED

Signature of witness 
Name (in BLOCK CAPITALS) ELIZABETH PATTERSON
Address REDROW HOMES, 1 DENMARK HILL DRIVE
LONDON
NW9 4BQ

SIGNED as a DEED by
an attorney for
REDROW HOMES LIMITED
in the presence of

) RICARDO ROSSETTI
)
)



as attorney for REDROW HOMES
LIMITED

Signature of witness 

Name (in BLOCK CAPITALS) ELIZABETH PATTERSON

Address REDROW HOMES, 1 DENMARK HILL DRIVE

LONDON

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