

DATED

11 September 2024

(1) SALESHKUMAR PATEL  
(2) AKSHAY SHAILESH PATEL  
(3) ARJUN SHAILESH PATEL  
(4) NSS TRUSTEES LIMITED

and

**THE LONDON BOROUGH OF HILLINGDON**

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

RELATING TO THE DEVELOPMENT OF LAND AT

**1-3 COLDHARBOUR LANE, HAYES UB3 3EA**

**PLANNING APPLICATION NUMBER: 55634/APP/2022/3372**

Planning & Corporate Team  
London Borough of Hillingdon  
Civic Centre, High Street  
Uxbridge, Middlesex  
Ref: 3E/04/NF/023162

**THIS PLANNING OBLIGATION BY DEED** is dated **11 September** 2024

and is made **BETWEEN**:

1. **SALESHKUMAR PATEL (also known as SHAILESH NALINBHAI PATEL)** of 25 High Drive New Malden Surrey KT3 3UJ, **AKSHAY SHAILESH PATEL** of 13 Rustat Road, Cambridge CB1 3QR, **ARJUN SHAILESH PATEL** of Roman House 296 Golders Green Road, London NW11 9PY **NSS TRUSTEES LIMITED** (company registration number 04141920) whose registered office is situated at Roman House, 296 Golders Green Road, London NW11 9PY ("Owner") each a trustee and collectively "Trustees" of Ashheights Pension Scheme ; and
2. **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 Site and by whom the obligations in this Agreement are enforceable.
- B The Owner has a freehold interest in the Site registered under Title Number AGL74635 at the Land Registry.
- C On 7 November 2022 the Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- D The Owner intends to develop the Site pursuant to the Planning Permission.
- E The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the Development of the Site ought to only be permitted subject to the terms of this Agreement and for that purpose the parties are willing to enter into this Agreement.
- F The Council has authorised the completion of this Deed by delegated authority to the Director of Planning Regeneration and Public Realm.

**THIS DEED WITNESSES AS FOLLOWS:-**

**OPERATIVE PROVISIONS**

**1 INTERPRETATION**

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

<p><b>"1980 Act"</b></p>	<p>means the Highways Act 1980 (as amended);</p>
<p><b>"1990 Act"</b></p>	<p>means the Town and Country Planning Act 1990 (as amended);</p>
<p><b>"Authority's Area"</b></p>	<p>means the administrative area of the Council;</p>
<p><b>"Car"</b></p>	<p>means a four (4) wheeled motor vehicle other than one powered by electricity;</p>
<p><b>"Commencement of Development"</b></p>	<p>means the carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of:</p> <ul style="list-style-type: none"> <li>- site clearance;</li> <li>- archaeological investigations and works;</li> <li>- ground investigations;</li> <li>- site survey works;</li> <li>- temporary access construction works;</li> <li>- preparatory or remediation works;</li> <li>- works for the laying termination or diversion of services;</li> <li>- the erection of any temporary means of enclosure or site notices;</li> <li>- decontamination works;</li> <li>- erection of any fences and hoardings around the Site; and</li> </ul>

	<p>- environmental site investigations,</p> <p>and <b>Commence</b> and <b>Commenced</b> shall be construed accordingly;</p>
<p><b>“Director of Planning, Regeneration and Public Realm”</b></p>	<p>means the Council’s Director of Planning, Regeneration and Public Realm such person as the Council designates as undertaking this role;</p>
<p><b>“Development”</b></p>	<p>means the development of the Site pursuant to the Planning Permission;</p>
<p><b>“Dwelling”</b></p>	<p>means a unit of the residential accommodation to be provided as part of the Planning Application and <b>Dwellings</b> shall be construed accordingly;</p>
<p><b>“Form PO1”</b></p>	<p>means the form in the substantial format attached at <b>Appendix 1</b>;</p>
<p><b>“Occupied”</b></p>	<p>means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and <b>Occupation</b> and <b>Occupy</b> shall be construed accordingly;</p>
<p><b>“Parking Permit”</b></p>	<p>means a resident’s parking permit issued by the Council (which for the avoidance of doubt does not include a disabled person’s badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended);</p>
<p><b>“Plan”</b></p>	<p>means the plan attached to this Agreement at <b>Appendix 2</b>;</p>
<p><b>“Planning Application”</b></p>	<p>means the application for planning permission for demolition of existing building and construction of new mixed use development incorporating 2 no. retail units and 9 no. new dwellings under the</p>

	Council's reference number 55634/APP/2022/3372;
<b>"Planning Obligations Officer"</b>	means the Council's planning obligations officer or such person as the Council designates as undertaking this role;
<b>"Planning Permission"</b>	means the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at <b>Appendix 3</b> ;
<b>"Planning Reference"</b>	means planning reference 55634/APP/2022/3372;
<b>"Site"</b>	means the property known as 1-3 Coldharbour Lane Hayes UB3 3EA address and shown for identification purposes only edged red on the Plan;
<b>"Trustees"</b>	means the current Trustees and trustees from time to time of Ashheights Pension Scheme (but not third party successors in title to the Site or any part of it ;
<b>"VAT"</b>	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
<b>"Working Day"</b>	means any day except Saturday, Sunday and any bank or public holiday and <b>Working Days</b> shall be construed accordingly.

1.2 In this Agreement:

1.2.1 the clause headings do not affect its interpretation;

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

- 1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;
- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.5 the headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of this Agreement;
- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Agreement from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.8 references to any statute or statutory provision include references to:
  - 1.2.8.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
  - 1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.9 references to the Site include any part of it;
- 1.2.10 "including" means "including, without limitation"
- 1.2.11 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.12 without prejudice to the terms of any other provision contained in this Agreement the Owner shall pay all costs, charges and expenses (including without prejudice to legal costs and Surveyor's fees) reasonably incurred by the Council for the purpose of or incidental to the enforcement of any right or power of the Council or any obligation of the Owner arising under this Agreement;
- 1.2.13 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them jointly or against each of them individually; and

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

## **2 LEGAL BASIS**

- 2.1 This Agreement is made pursuant to section 106 of the 1990 Act. To the extent that they fall within the terms of section 106 of the 1990 Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the 1990 Act and are enforceable by the Council as local planning authority against the Owner without limit of time.
- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and the Security Trustee and their successors in title to the Site.

## **3 CONDITIONALITY**

The obligations contained in the schedules to this Agreement are subject to and conditional upon:

- (i) the grant of the Planning Permission; and
- (ii) Commencement of the Development.

All other parts of this Agreement shall be of immediate force and effect unless otherwise stated.

## **4 MISCELLANEOUS**

- 4.1 Nothing contained or implied in this Agreement 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 Agreement.
- 4.2 Nothing in this Agreement prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Agreement, whether or not pursuant to an appeal.
- 4.3 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the covenants undertakings obligations or restrictions contained in this Agreement shall constitute a



continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect of the Owner.

- 4.4 Nothing in this Agreement shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Agreement nor its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 4.9 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 4.10 The Agreement cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.
- 4.11 It is acknowledged and agreed that the Trustees enter into this Agreement as trustees of Ashheights Pension Scheme and shall have no personal liabilities (and in the case of NSS Trustees Limited its directors shall have no personal liabilities) and the liability of Ashheights Pension Scheme shall at all times be limited to the value of assets held by it in respect of undertakings and commitments assumed under this Agreement.
- 4.12 The parties to this Agreement acknowledge that references in this Agreement to Trustees are references to those named individuals and trust company in



their capacity as trustees of Ashheights Pension Scheme only, and references to actions in such capacity only and not to any personal, corporate or other capacity.

## **5 THE OWNER'S PLANNING OBLIGATIONS AND COVENANTS**

- 5.1 The Owner covenants with the Council so as to bind the Site to observe and perform the obligations contained in this Agreement and the Schedules hereto.
- 5.2 The Owner covenants not to implement the Planning Permission until the Leasehold Interests in the Site registered at HM Land Registry under title number AGL282904 ("Leasehold Interests") have terminated and the Owner has obtained vacant possession of the Site or until the Owner has otherwise bound such leasehold title to the terms of this Agreement by entering into further agreements or undertakings under section 106 of the 1990 Act in such form as the Council shall have previously approved in writing.

## **6 COSTS**

- 6.1 The Owner hereby covenants with the Council that on completion of this Agreement it will pay the Council's reasonable and proper legal costs, together with all disbursements, incurred in connection with the negotiation, preparation, completion and registration of this Agreement.
- 6.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 6.1 above.

## **7 REGISTRATION OF AGREEMENT**

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

## **8 RIGHT OF ACCESS**

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

## **9. ARBITRATION**

- 9.1 Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence,

validity or termination or legal relationship established by this Agreement shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- 9.1.1 the tribunal shall consist of one other arbitrator appointed jointly by the parties;
- 9.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- 9.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- 9.1.4 the seat of the arbitration shall be London

## **10. THIRD PARTIES**

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

## **11. NOTICES**

- 11.1 All notices served under or in connection with this Agreement 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;
- 11.2 Any notice to be served under or in connection with this Agreement shall be sent to the:
  - a) Director of Planning, Regeneration and Public Realm, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and
  - b) The Owner at 25 High Drive New Malden Surrey KT3 3UJ.

## **12. FORM PO1**

Prior to Commencement of the Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 to the Council addressed to the Deputy Chief Executive and Director of Resident Services, 3 North, London Borough of Hillingdon, High Street Uxbridge UB8 1UW and shall cite the Planning Reference.

**13. CHANGE IN OWNERSHIP**

The Owner agrees to provide the Council with immediate written notification of any change in Ownership of any of its interest in the Site occurring before all of the obligations under this Agreement have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Site or unit of occupation purchased by reference to a plan and the Section 106 Reference.

**14. VAT**

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

14.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Site and 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.

**15. JURISDICTION**

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

**16. INDEMNITY**

16.1 The Owner hereby undertakes and agrees with the Council that in the event of any claim or claims being made against the Council for any one or more of the following payments:

- a) Compensation (including any claim arising under the Land Compensation Acts)
- b) Damages
- c) Costs
- d) Charges
- e) any other payment

such claim arising in connection with or incidental to or in consequence of any failure on the part of the Owner to comply with its obligations under this Deed the Owner will hold the Council fully indemnified from and against each and every said claim

- 16.2 The Owner shall not be liable under this clause to indemnify the Council in respect of any claim only insofar as and to the extent that the said claim is found to have resulted from the negligent act or omission of the Council or its servants or agents save that for the purpose of this clause the Owner or persons acting on behalf of the Owner shall not be regarded as servants or agents of the Council

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

## SCHEDULE 1

### RESIDENTIAL PARKING PERMITS

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

- 1 Upon completion of this Agreement not to:
  - (i) apply to the Council for a Parking Permit in respect of any Dwelling (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970);
  - (ii) knowingly permit any owner or occupier of the Dwelling to apply to the Council for a Parking Permit and if such a permit is issued in respect of the Dwelling it shall be surrendered to the Council within seven (7) days of written demand; and
  - (iii) buy a contract to park within any car park owned, controlled or licensed by the Council.
- 2 Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Parking Permit to park a vehicle in a Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
- 3 That all material used for advertising or marketing the Dwellings for letting or sale will notify prospective Owners and Occupiers that they will not be entitled to apply for a Parking Permit.
- 4 That in respect of every freehold transfer or lease granted, assigned, transferred or otherwise provided in respect of the Dwelling the following covenant shall be imposed (or a covenant of substantially the same nature in respect of any tenancy agreement licence or other instrument entitling Occupation of the Dwelling):

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

*shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1”*

- 5 On or prior to Occupation the Owner shall inform the Council's Planning Obligations Monitoring Officer of the official unit numbers of residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 1 and 3 of this Schedule.
- 6 Prior to the Commencement of Development the Owner covenants to register this Deed at the Land Registry against title Number AGL7463 and upon any subsequent registerable disposition of the Site.
- 7 The Owner for itself and its successors in title to the Site hereby acknowledges that the provisions in Clause 1 and 2 in this Schedule 1 shall continue to have effect in perpetuity.

**APPENDIX 1**  
**FORM PO1**

**TO: HEAD OF PLANNING AND ENFORCEMENT**

**RESIDENTS SERVICES**  
**LONDON BOROUGH OF HILLINGDON**

**3N CIVIC CENTRE**

**HIGH STREET UXBRIDGE**

**MIDDLESEX UB8 1UW**

**SECTION 106/278 LEGAL AGREEMENT**

**SITE ADDRESS:**

\_\_\_\_\_

**PLANNING REFERENCE:**

\_\_\_\_\_

**DESCRIPTION OF DEVELOPMENT:**

\_\_\_\_\_

**DATE OF COMMITTEE AUTHORISATION:**

\_\_\_\_\_

**SECTION 106 OBLIGATIONS**

\_\_\_\_\_

**DATE OF IMPLEMENTATION OF DEVELOPMENT:**

\_\_\_\_\_



**(i) NOTIFIED TO THE COUNCIL:**

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

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

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

**FOR COUNCIL USE**

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

**COST CODE:** \_\_\_\_\_

**PLANNING COSTS:** \_\_\_\_\_

**LEGAL COSTS:** \_\_\_\_\_

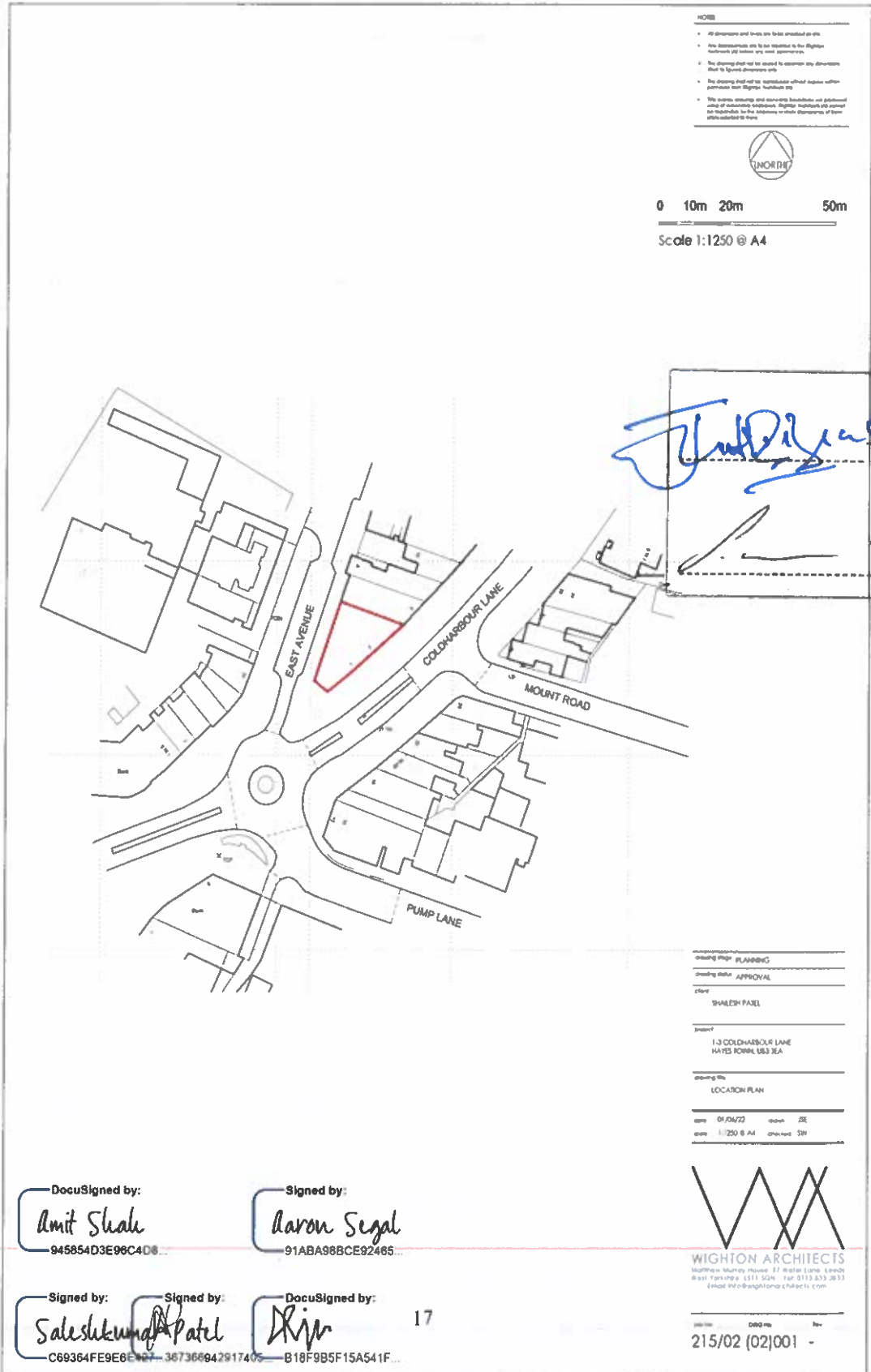
**OTHER COSTS (IDENTIFY):**  
\_\_\_\_\_

**MAINTENANCE COSTS (COMMUTED SUM)** \_\_\_\_\_

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

## APPENDIX 2

### PLAN



**APPENDIX 3**

**DRAFT PLANNING PERMISSION**

**DRAFT**

Mr Joseph Spence-Ealham  
Wighton Architects Ltd  
14 Festoon Rooms, Sunny Bank Mills  
83-85 Town Street, Farsley  
Leeds, LS28 5UJ

Application Ref: 55634/APP/2022/3372

**TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)**

**GRANT OF PLANNING PERMISSION**

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

**Description of development:**

Demolition of existing building and construction of new mixed use development incorporating 2 no. retail units and 9 no. new dwellings.

**Location of development:** 1-3 Coldharbour Lane Hayes

**Date of application:** 4th November 2022

**Plan Numbers:** See attached Schedule of plans

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

**Draft Decision Notice produced:**

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

**Amendments required: YES / NO**

- NOTES:
- (i) Please also see the informatives included in the Schedule of Conditions.
  - (ii) Should you wish to appeal against any of the conditions please read the attached sheet which explains the procedure.
  - (iii) This decision does not convey any approval or consent which may be required under any by-laws, building regulations or under any Act other than the Town and Country Planning Act 1990 (as amended).

# DRAFT

## TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

### GRANT OF PLANNING PERMISSION

Application Ref: 55634/APP/2022/3372

### SCHEDULE OF CONDITIONS

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

#### REASON

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

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

(02)001- Location Plan

(02)002 Rev J - Proposed Floor Plans

(02)004 Rev F - Proposed Area Plans

(02)003 Rev G - Proposed Elevations

(02)005 Rev E - Proposed Roof Plan and North-Northeast Elevation (02)007

Rev C - Existing and Proposed Site Plans and shall thereafter be

retained/maintained for as long as the development remains in existence.

#### REASON

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

3 The development hereby permitted shall not be occupied until the following has been completed in accordance with the specified supporting plans and/or documents:

Fire Statement - SP-CDL-FS-01-R1

Noise Impact Assessment - TB1307224NR

Air Quality Impact Assessment - AQIA-2022-000005

Thereafter the development shall be retained/maintained in accordance with these details for as long as the development remains in existence.

#### REASON

To ensure that the development complies with policies the objectives of the Hillingdon Local Plan Part 2 (2020) and London Plan (2021).

4 Prior to the commencement of the development hereby approved, a scheme for the provision of sustainable water management and water efficiency shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall:

- i. Provide information about the design storm period and intensity, the method employed to delay and control the surface water discharged from the site and the measures taken to prevent pollution of the receiving groundwater and/or surface waters; ii. Include a timetable for its implementation; and
- iii. Provide a management and maintenance plan for the lifetime of the development

The scheme shall also demonstrate the use of methods to minimise the use of potable water through water collection, reuse and recycling and will:

- iv. Provide details of water collection facilities to capture excess rainwater;
- v. Provide details of how rain and grey water will be recycled and reused in the development;
- vi. Provide details of how the dwelling(s) will achieve a water efficiency standard of no more than 110 litres per person per day maximum water consumption (to include a fixed factor of water for outdoor use of 5 litres per person per day in accordance with the optional requirement defined within Approved Document G of the Building Regulations).

Thereafter the development shall be implemented and retained/maintained in accordance with these details for as long as the development remains in existence.

#### REASON

To ensure the development does not increase the risk of flooding in accordance with Policies DME1 9 and DME1 10 of the Hillingdon Local Plan Part 2 (2020) and Policies SI2 and SI 13 of the London Plan (2021).

5 No development shall not take place until a Demolition and Construction

Management Plan has been submitted to, and approved in writing by, the Local Planning Authority. The plan shall detail:

- a) The phasing of development works
- b) Types of vehicles accessing the site, including their ability to enter the shared driveway without affecting neighbouring properties
- c) The hours during which development works will occur
- d) How vehicles will access the site whilst protecting neighbouring sites
- e) Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities)
- f) Traffic management and access arrangements (vehicular and pedestrian) and parking provisions for contractors during the development process (including measures to reduce the numbers of construction vehicles accessing the site during peak hours)
- g) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process
- h) The storage of demolition/construction materials on site

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

#### REASON

To safeguard the amenity of surrounding areas in accordance with Policy BE1 of the Hillingdon Local Plan Part 1 (2012).

6 Prior to the commencement of the development hereby approved, all materials and external surfaces for the proposed development (including balcony balustrading, entrance canopy, doors, window surrounds, panels, cladding) shall be submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be constructed in accordance with the approved details and be retained as such.

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

#### REASON

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

7 No development shall take place until a landscape scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include:

1. Details of Soft Landscaping
  - 1.a Planting plans (at not less than a scale of 1:100)
  - 1.b Written specification of planting and cultivation works to be undertaken
  - 1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate
2. Details of Hard Landscaping
  - 2.a Refuse Storage (provisions for new residents and retail users to store general refuse, recycling and food waste. Details should include location, dimensions and material finishes for stores)
  - 2.b Cycle Storage (full details of the design and dimensions of the proposed two tiered cycle facility)
  - 2.c Means of enclosure/boundary treatments
  - 2.d Hard Surfacing Materials
  - 2.e External Lighting
  - 2.f Other structures (such as play equipment and furniture)
3. Details of Landscape Maintenance
  - 3.a Landscape Maintenance Schedule for a minimum period of 5 years
  - 3.b Proposals for the replacement of any tree, shrub, or area of turfing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased
4. Schedule for Implementation

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

**REASON**

To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with policies DMHB 11, DMHB 12, DMHB 14, DMEI 1, DMT 2 and DMT 6 of the Hillingdon Local Plan Part 2 (2020), as well as policies D3 and T6 of the London Plan (2021).

8 Notwithstanding the provisions of the Town & Country Planning (Use Classes) Order 1987 and the Town and Country Planning (General Permitted Development) Order 1995 (or any orders revoking and re-enacting either of these orders with or without modification), the hereby approved retail units shall only be used for retail uses falling within Use Class E.

**REASON**

To safeguard the vitality and vibrancy of the town centre and to ensure that retail uses remain prominent within the area, in line policies DMHB 11, DMTC 1, DMTC 2 of the Hillingdon Local Plan Part 2 (2020), as well as policies SD 7 and E9 of the London Plan (2021).

9 Prior to any works on site above damp proof course level, details of step free access via all points of entry and exit shall be submitted to, and approved in writing, by the Local Planning Authority. Such provision shall remain in place for the life of the building.

**REASON:** To ensure housing of an inclusive design is achieved and maintained in accordance with Policies D5 and D7 of the London Plan (2021).

10 The dwellings hereby approved shall accord with the requirements of Policy D7 of the London Plan and shall not be occupied until certification of compliance with the technical specifications for an M4(2) dwelling, as set out in Approved Document M to the Building Regulations (2010) 2015, has been submitted to, and approved in writing, by the Local Planning Authority. All such provisions must remain in place for the life of the building.

**REASON** To not only allow the Building Control body to require the development to comply with the optional Building Regulations standards, but to also ensure the appropriate quantity and standard of accessible and adaptable housing is constructed and maintained in accordance with policy D7 of the London Plan.

11 (i) The development hereby permitted, (excluding demolition, site clearance and initial ground investigation works), shall not commence until a scheme to deal with contamination has been submitted to and approved by the Local Planning Authority (LPA). All works which form part of a remediation scheme shall be completed before any part of the development is occupied or brought into use unless the Local Planning Authority dispenses with any such requirement specifically and in writing. The scheme shall include the following measures unless the LPA dispenses with any such requirement specifically and in writing:

(a) A site investigation, including where relevant soil, soil gas, surface and groundwater sampling, together with the results of analysis and risk assessment shall be carried out by a suitably qualified person or persons. The report should also clearly identify all risks, limitations and recommendations for remedial measures to make the site suitable for the proposed use; and



(b) A written method statement providing details of the remediation scheme and how the completion of the remedial works will be verified shall be agreed in writing with the LPA prior to commencement, along with the details of a watching brief to address undiscovered contamination. No deviation shall be made from this scheme without the express agreement of the LPA prior to its implementation.

(ii) If during remedial or development works contamination not addressed in the submitted remediation scheme is identified an addendum to the remediation scheme shall be agreed with the LPA prior to implementation; and

(iii) Upon completion of the approved remedial works, this condition will not be discharged until a comprehensive verification report has been submitted to and approved by the LPA. The report shall include the details of the final remediation works and their verification to show that the works for each phase have been carried out in full and in accordance with the approved methodology.

(iv) No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping purposes shall be clean and free of contamination. Before any part of the development is occupied, all imported soils shall be independently tested for chemical contamination, and the results of this testing shall be submitted and approved in writing by the Local Planning Authority.

**REASON** To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems and the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Hillingdon Local Plan: Part 2 (January 2020) Policies - DMEI 11: Protection of Ground Water Resources and DMEI 12: Development of Land Affected by Contamination.

12 The development hereby approved includes a lift. The lift shall be built to accord with London Plan policy D5 (B5) and D12(A) and be fit for fire evacuation, meeting the technical standards set out in BS EN 81-76, BS 9991 and/or BS 9999. The required evacuation lift shall serve all floors and remain in place for the life of the development.

**REASON:** To ensure the development provides reliable, convenient and dignified means of escape for all building uses in accordance with London Plan policy D5 and D12.

13 Notwithstanding the approved drawings, prior to the occupation of the hereby approved dwellings, details of the siting, design and materials of a privacy screen to be installed between the 4th floor communal amenity space and 4th floor flat shall be submitted to and approved in writing by the Local Planning Authority.

Thereafter, the screen(s) shall be installed as per the consented details prior to the first occupation of the development and the privacy screens shall be retained on site for so long as the development remains in existence.

**REASON**

To prevent overlooking to adjoining properties and to protect the privacy of occupiers of the flats in accordance with policies DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

## **INFORMATIVES**

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

2 Under the terms of the Planning Act 2008 (as amended) and Community Infrastructure Levy Regulations 2010 (as amended), this development is liable to pay the London Borough of Hillingdon Community Infrastructure Levy (CIL) and the Mayor of London's Community Infrastructure Levy (CIL).

This will be calculated in accordance with the London Borough of Hillingdon CIL Charging Schedule 2014 and the Mayor of London's CIL Charging Schedule 2012. Before commencement of works the development parties must notify the London Borough of Hillingdon of the commencement date for the construction works (by submitting a Commencement Notice) and assume liability to pay CIL (by submitting an Assumption of Liability Notice) to the Council at [planning@hillingsdon.gov.uk](mailto:planning@hillingsdon.gov.uk). The Council will then issue a Demand Notice setting out the date and the amount of CIL that is payable. Failure to submit a valid Assumption of Liability Notice and Commencement Notice prior to commencement of the development may result in surcharges being imposed.

The above forms can be found on the planning portal at:

[www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil](http://www.planningportal.gov.uk/planning/applications/howtoapply/whattosubmit/cil)

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

3 Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with:-

A. Demolition and construction works which are audible at the site boundary shall only be carried out between the hours of 08.00 and 18.00 hours Monday to Friday and between the hours of 08.00 hours and 13.00 hours on Saturday. No works shall be carried out on Sundays, Bank or Public Holidays.

B. All noise generated during such works shall be controlled in compliance with British Standard Code of Practice BS 5228:2009.

C. Dust emissions shall be controlled in compliance with the Mayor of London's Best Practice Guidance' The Control of dust and emissions from construction and demolition. D. No bonfires that create dark smoke or nuisance to local residents.

You are advised to consult the Council's Environmental Protection Unit ([www.hillingdon.gov.uk/noise](http://www.hillingdon.gov.uk/noise) Tel. 01895 250155) or to seek prior approval under Section 61 of the Control of Pollution Act if you anticipate any difficulty in carrying out construction other than within the normal working hours set out in (A) above, and by means that would minimise disturbance to adjoining premises.

### **END OF SCHEDULE**

Address:

Development Management

Directorate of Place

Hillingdon Council

3 North, Civic Centre, High Street, Uxbridge UB8 1UW

[www.hillingdon.gov.uk](http://www.hillingdon.gov.uk)

# DRAFT

## GRANT OF PLANNING PERMISSION

Application Ref: 55634/APP/2022/3372

### SCHEDULE OF PLANS

- (02)002 Rev J - Proposed Floor Plans - received 30 Jan 2024
- (02)004 Rev F - Proposed Area Plans - received 30 Jan 2024
- Air Quality Assessment - AQIA-2022-000005 - received 04 Nov 2023
- Transport Technical Note - P2208.11 TO 1 TO 3 COLDHARBOUR LANE - HAYES - UB3 3EA - received 04 Nov 2023
- Phase I Land Contamination Assessment - received 04 Nov 2023
- Fire Statement - SP-CDL-FS-01-R1 - received 04 Nov 2023
- Noise Impact Assessment TB1307224NR - received 04 Nov 2023
- (02)003Rev G - Proposed Elevations - received 30 Jan 2024
- Design and Access Statement - received 04 Nov 2023
- Day and Sunlight Assessment - H3874 DS v1 - received 17 Jul 2023
- (02)005 Rev E - Proposed Roof Plan and North-Northeast Elevation - received 30 Jan 2024
- (02)006 Rev A - Existing Plans and Elevations - received 04 Nov 2022
- (02)001- Location Plan - received 04 Nov 2022
- (02)007 Rev C - Existing and Proposed Site Plans - received 30 Jan 2024

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING  
AUTHORITY

### TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the office of the First Secretary of State under Section 78 of the Town and Country Planning Act 1990.

If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from the Planning Inspectorate at Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel 0117 372 8424) Appeal forms can be downloaded from the Planning Inspectorate website at [www.Planning-inspectorate.gov.uk](http://www.Planning-inspectorate.gov.uk)

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are available at [www.gov.uk/government/collections/casework-dealt-with-by-inquiries](http://www.gov.uk/government/collections/casework-dealt-with-by-inquiries)

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of an appeal.

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

#### Purchase Notices.

If either the local planning authority or the officer of the First Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use by carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

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



MEMBER OF John Jones  
THE COUNCIL.....

AUTHORISED OFFICER...[Signature].....

**CONTINUATION OF SECTION 106 AGREEMENT RELATING TO 1-3  
COLDHARBOUR LANE, HAYES**

EXECUTED AS A DEED by  
**SALESHKUMAR PATEL**

Signed by:  
*Saleshkumar Patel*  
.....C69364EE9E8E427.....

Witnessed in the presence of

DocuSigned by:  
*Vibhakar Patel*  
.....AEC4ED9799784A8.....

Vibhakar Patel

70 Theford Road, New Malden, KT3 5DT

Company Director



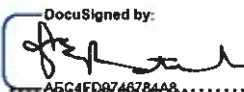
**CONTINUATION OF SECTION 106 AGREEMENT RELATING TO 1-3  
COLDHARBOUR LANE, HAYES**

EXECUTED AS A DEED by

**AKSHAY SHAILESH PATEL**

Signed by:  
  
.....  
367366942817405

Witnessed in the presence of

DocuSigned by:  
  
.....  
A5C4FD87A678AA8

Vibhakar Patel

70 Thetford Road, New Malden, KT3 5DT

Company Director


**CONTINUATION OF SECTION 106 AGREEMENT RELATING TO 1-3  
COLDHARBOUR LANE, HAYES**

EXECUTED AS A DEED by

**ARJUN SHAILESH PATEL**

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B1859B5F15A541F.....

Witnessed in the presence of

DocuSigned by:  
  
37C8B54C2BC14FF.....

Antoine Hennart

Avenue Henri Jaspar 102, Saint-Gilles 1060, Belgium

Civil Servant

**CONTINUATION OF SECTION 106 AGREEMENT RELATING TO 1-3  
COLDHARBOUR LANE, HAYES**

EXECUTED AS A DEED by

**NSS TRUSTEES LIMITED**

acting by two of its directors or  
one director and its secretary

DocuSigned by:  
*Amit Shah*  
DIRECTOR.....94585403E96C4D8.....

Signed by:  
*Haron Segal*  
DIRECTOR/SECRETARY.....91ABA98D0E92465.....