

DATED

04 August

2026

THE LONDON BOROUGH OF HILLINGDON

and

GAVACAN (G.E) 2 LIMITED

and

WEST ONE LOAN LIMITED

**THIRD DEED OF VARIATION UNDER SECTION 106A OF THE TOWN & COUNTRY
PLANNING ACT 1990 RELATING TO**

LAND SOUTH OF GREENEND, 17 DENE ROAD, NORTHWOOD, HA6 2BS

Planning Ref: 6410/APP/2026/515

Planning and Corporate Team
Legal Services
London Borough of Hillingdon
Civic Centre
High Street
Uxbridge
Middlesex UB8 1UW
Ref: 3E/04/27951

THIS DEED IS DATED

04 August

2026

- (1) THE LONDON BOROUGH OF HILLINGDON of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("the Council");
- (2) GAVACAN (G.E) 2 LIMITED (company number TBC) a company incorporated in England and Wales whose registered office address is at 58b High Street, Pinner, England, HA5 5PZ (the Owner); and
- (3) WEST ONE LOAN LIMITED (company number 5385677) a company incorporated in England and Wales whose registered office address is Edward Hyde Building, 38 Clarendon Road, Watford, WD17 1JW (“the Mortgagee”)
- A The Council is the Local Planning Authority for the purposes of the Act within which the Land is situated and by whom the obligations in this Deed are enforceable
- B The Owner has an equitable freehold interest in the Land registered under Title Number AGL672061 at the Land Registry which is pending registration and has undertaken not to withdraw its application to update the Register.
- C The Council previously granted the Original Permission subject to the Section 106 Agreement.
- D The Developer subsequently submitted the Second Planning Application pursuant to s.73 of the 1990 Act which led to the Council issuing the Second Planning Permission subject to the S106 Agreement and the First Deed of Variation.
- E On 2 June 2025 the Owner submitted the Third Planning Application pursuant to S.73 of the 1990 Act to the Council for permission to develop the Land which led to the Council issuing the Third Planning Permission subject to the S106 Agreement and the Second Deed of Variation.
- F On 27 February 2026 the Owner submitted the Fourth Planning Application pursuant to S73 of the 1990 Act to the Council for permission to develop the Land which led to the Council issuing the Fourth Planning Permission subject to the S106 Agreement and this Third Deed of Variation.
- G The Parties enter into this Deed in order to make the Fourth Planning Permission acceptable in planning terms

AGREED TERMS

1. INTERPRETATION

IN THIS DEED, UNLESS THE CONTEXT OTHERWISE REQUIRES THE FOLLOWING RULES OF INTERPRETATION APPLY IN THIS DEED.

1.1

"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Deed"	means this deed;

“Development”	means development of the Site pursuant to the Fourth Planning Permission;
“First Deed of Variation”	means the Deed of Variation dated 30 April 2025 between (1) Gavacan (G.E) Limited and (2) the Council entered into pursuant to the Second Planning Permission;
“Interest”	means interest at the rate of 4% above the base lending rate of National Westminster Bank from time to time;
“the Land”	means the land known as and shown edged in red on the Plan;
“the Original Planning Application”	means the application for planning permission under the Council’s reference 73243/APP/2022/2535;
“the Original Planning Permission”	means the planning permission granted on 20 November 2024 under the Council’s reference 73243/APP/2022/2535
“the Parties”	means the Council and the Owner
“the Plan”	means a plan of the Land at Appendix 1
“Second Planning Permission”	means the Section 73 planning permission under reference number 73243/APP/2025/270 granted on 1 May 2025.
"Section 106 Agreement"	means the legal agreement made pursuant to Section 106 of the Act between (1) A.J.A Taylor & Company Limited, (2) Lloyds Bank Plc, and (3) the Council dated 19 November 2024 pursuant to the Original Planning Application as amended by the First Deed of Variation
“Third Planning Application”	the application made to the Council pursuant to s.73 of the 1990 Act under reference 73243/APP/2025/1523 to vary conditions attached to the Original Planning Permission
“Third Planning Permission”	means the Section 73 planning permission issued pursuant to the Third Planning Application granted on 18 November 2025
“Fourth Planning Application”	the application made to the Council pursuant to S.73 of the 1990 Act under reference 6410/APP/2026/515 to vary conditions attached to the Original Planning Permission
“Fourth Planning Permission”	means the Section 73 planning permission issued pursuant to the Fourth Planning Application

- 1.2 Unless the context otherwise requires, all words and phrases defined in the Section 106 Agreement and the First Deed of Variation shall have the same meaning in this Deed.
- 1.3 Clause headings shall not affect the interpretation of this Deed.
- 1.4 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 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 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted and to any subordinate legislation made from time to time under that statute or statutory provision.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Unless the context otherwise requires, references to clauses are to the clauses of this deed.
- 1.11 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.12 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.

2. STATUTORY PROVISION

This Deed is made pursuant to the provisions of sections 106 and 106A of the TCPA 1990, 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. VARIATIONS TO THE ORIGINAL AGREEMENT

- 3.1 The Parties agree that, except as varied by this Deed, the Section 106 Agreement and First Deed of Variation and the Second Deed of Variation shall remain in full force and effect.
- 3.2 Nothing in this Deed affects the Council's powers in respect of any antecedent breach or omission in relation to the Section 106 Agreement or the First Deed of Variation or the Second Deed of Variation.

- 3.3 The Parties agree that upon the grant of the Fourth Planning Permission the following amendments to the Section 106 Agreement and the First Deed of Variation and the Second Deed of Variation shall be made:

3.3.1 A new defined term of 'Fourth Planning Application' shall be inserted into clause 1.1 of the Section 106 Agreement defined as "the application made to the Council pursuant to s.73 of the 1990 Act under reference 6410/APP/2026/515 to vary conditions attached to the Planning Permission"

3.3.2 A new defined term of "Fourth Planning Permission" shall be inserted into clause 1.1 of the Section 106 Agreement defined as "the planning permission issued pursuant to the Fourth Planning Application"

3.3.3 The definition of Planning Permission is substituted for "means the Original Planning Permission, the Second Planning Permission and the Third Planning Permission and the Fourth Planning Permission"

3.3.4 Clause 9 of the S106 Agreement shall be deleted and replaced with

4. DISPUTE RESOLUTION

- 4.1 Without prejudice to the rights of a party to this Agreement to take alternative action in the event of any dispute or disagreement arising under this Agreement including questions of value or any question of reasonableness may be promptly referred to an independent person holding appropriate professional qualifications ("the Expert") to be agreed between the parties or appointed (in the absence of agreement) in accordance with clause 9.2 PROVIDED THAT the provisions of this Clause 9 shall be without prejudice to the right of any party to seek the resolution of any matter relating to this Agreement to the Courts and/or in accordance with section 106 (6) of the 1990 Act and the referral of any matter to the Expert shall not prejudice prevent or delay the recourse of any party to the Courts or to the provisions of section 106 (6) of the 1990 Act for the resolution of any matter arising from this Agreement

- 4.2 The Expert shall be appointed jointly by the parties or in the absence of agreement between the parties after 10 Working Days of discussions as to:

4.2.1 the professional qualifications or body that is chiefly relevant to the dispute then that question shall be referred to the President of the Royal Institute of Chartered Surveyors;

4.2.2 the identity of an Expert then that question shall be referred to the President of the Royal Institute of Chartered Surveyors;

- 4.3 The party calling for the determination shall make written representations to the Expert and the other parties within 10 Working Days of the Expert's appointment;

- 4.4 The other parties shall have 21 Working Days from the receipt of such written representations or such extended period as the Expert shall allow to respond;

- 4.5 The Expert shall disregard any representations made out of time and shall make his decision within 21 Working Days of receipt of the representations

under clause 9.4 or if none the expiry of the period referred to in this clause 9.5;

- 4.6 The Expert's decision shall be in writing with reasons for his decision and shall be binding on the parties to the dispute;
- 4.7 Each party shall bear its own costs save for the Expert's fees and the costs of any independent expert's advice called for by the Expert, both of which shall be payable in such proportion as the Expert may determine and failing such determination shall be borne by the parties to the dispute in equal shares.
- 4.8 In the event of a dispute arising out of or in connection with this Agreement it is agreed between the parties that all discussions, documents and offers made during the course of any alternative action shall not be used in a subsequent court action."

5. 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.

6. LOCAL LAND CHARGE

This Deed shall be registered as a local land charge.

7. COUNCIL'S COSTS

The Owner shall pay to the Council on or before the date of completion of this Deed, the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this Deed.

8. VALUE ADDED TAX

- 8.1 All consideration given in accordance with the terms of this deed shall be exclusive of any VAT properly paid.
- 8.2 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.

9. THIRD PARTY RIGHTS

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.

10. JURISDICTION/GOVERNING LAW

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.

11. 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.

12. MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of its charge over the Land shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless they take possession of the Land in which case they too will be bound by the obligations as if they were a person deriving title from the Owner.

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

THE **COMMON SEAL** of
THE MAYOR AND BURGESSES
OF THE LONDON BOROUGH OF
HILLINGDON was affixed by Order
of the Council by an officer acting
under delegated authority from the
Director of Legal and Governance:

B Molloy

B. Molloy
.....

AUTHORISED OFFICER

Name: Brendan Molloy

Title: Head of Legal
(People)

424378



04/08/2026
13:47 PM

EXECUTED AS A
DEED by
GAVACAN (G.E)
2 LIMITED
acting by:-

DIRECTOR

J Gavacan

John Gavacan
.....

EXECUTED AS A DEED by **GAVACAN (G.E)**
2 LIMITED
acting by:-

DIRECTOR

L Gavacan

L Gavacan
.....

EXECUTED AS A DEED by the
Borrower acting **by WEST ONE LOAN
LIMITED** acting by its Attorney
JAMIE HATTON pursuant to a power of
attorney in the presence of:

J Hatton

Jamie Hatton

.....

Signature of Director

A Ali

A Ali

.....

Signature of Witness

Print name: Aisha Ali

Address: Crown House, Manchester
Road, Wilmslow, SK9 1BH,
England

Occupation: Paralegal Apprentice

APPENDIX 1

The Plan

