

DATED

13 JUNE

2022

INQUILAB HOUSING ASSOCIATION LIMITED

AND

REFLECT HOMES LIMITED

AND

THE LONDON BOROUGH OF HILLINGDON

**PLANNING OBLIGATION BY AGREEMENT PURSUANT TO SECTION 106 OF
THE TOWN AND COUNTRY PLANNING ACT 1990 AS AMENDED, SECTION 111
OF THE LOCAL GOVERNMENT ACT 1972 AS AMENDED, SECTION 16 OF THE
GREATER LONDON COUNCIL (GENERAL POWERS) ACT 1974 AS AMENDED,
SECTION 1 OF THE LOCALISM ACT 2011 AS AMENDED AND ALL OTHER
ENABLING POWERS**

**RELATING TO THE DEVELOPMENT OF LAND AT 1,2 AND 3 BAKERS ROAD
UXBRIDGE UB8 1RG**

PLANNING APPLICATION NUMBER: 72219/APP/2021/1535

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: 3E/04/P&C/KM/ 019377

THIS PLANNING OBLIGATION BY DEED is dated **13 JUNE 2022**

And is made **BETWEEN**:

- 1. INQUILAB HOUSING ASSOCIATION LIMITED** (Industrial and Provident Society No. 25733R) of Somerville House, 50a Bath Road Hounslow, London, TW3 3EE in the care of Prince Evans Solicitors LLP 40-44 Craven House Ealing London W5 2BS ("the Owner";
- 2. REFLECT HOMES LIMITED** (company number 08271030) of 19 Steel House 4300 Parkway Whiteley PO15 7FP; **and**
- 3. 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 Owner has the freehold interest in the Land registered under Title No.NGL406689, at the Land Registry.
- C As at the date of this Deed, REFLECT HOMES LIMITED (company number 08271030) of 19 Steel House 4300 Parkway Whiteley PO15 7FP is the registered proprietor of the part of the Site, a leasehold property registered under title number AGL465692 at the Land Registry.
- D The Owner intends to develop the Land pursuant to the Planning Permission.
- E On 14th April 2021 the Owner submitted the Planning Application to the Council for permission to develop the Land for the purposes and in the manner described in the Planning Application. The Planning Application was validated by the Council on 14th April 2021.
- F On 7th December 2021 the Council resolved at its Minors Planning Applications Committee and on 6th April 2022 at its Borough Council Planning Applications Committee to delegate authority to determine the Planning Application to the Head of Planning subject to the prior completion of this Agreement;

- G The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Land and considers that in the interests of the proper planning of its area the Development of the Land ought to only be permitted subject to the terms of this Deed and for that purpose the parties are willing to enter into this Deed.

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:

"1990 Act"	means the Town and Country Planning Act 1990 as amended;
"Authority's Area"	means the administrative area of the Council;
"Affordable Housing Contribution"	means the sum of £43,385 (forty three thousand three hundred and eighty five pounds) to be provided in accordance with Schedule 2 towards the off-site provision of Affordable Housing within the Authority's Area;
"Affordable Housing Review Mechanism"	means the mechanism for the Council to review the viability of an Affordable Housing Contribution in connection with the Development as detailed in Schedule 3 ;
"Contribution"	means the Indexed Linked financial contribution for: • In lieu Affordable Housing Contribution of £43,385;
"Commencement of Development"	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: • site clearance; • demolition (provided always that such works do not relate to any listed building within the Site); • archaeological investigations and works; • ground investigations; • site survey works; • temporary access construction works; • preparatory or remediation works; • works for the laying termination or diversion of services; • the erection of any temporary means of enclosure or site notices; • decontamination works; • erection of any fences and hoardings around the Site; and • environmental site investigations and Commence and Commencement shall be construed accordingly;
"Development"	means the development of the Site pursuant to the Planning Permission as summarised in Schedule 1 hereto;
"Dwelling"	means a residential unit of accommodation comprised in the Land;
"Form PO1"	means the form in the substantial format attached at Appendix 1 ;

"Index Linked"	means the application of the formula provided at Clause 16 of this Agreement;
"Occupation"	means occupation of the Land for the purposes permitted by the Planning Permission 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;
"Parties"	means the Owner, Leaseholder and the Council;
"Plan"	means the plan attached to this Deed at Appendix 2 hereto;
"Planning Application"	means the application for planning permission of a change of use of first floor from gymnasium to 1 x 2-bed and 1 x 1-bed self-contained flats (Use Class C3) under Council's planning application reference 72219/APP/2021/1535 ;
"Planning Obligations Supplementary Planning Document"	means the Council's Planning Obligations Supplementary Planning Document published in July 2014;
"Planning Permission"	means the planning permission that may be granted for the Development in pursuance of

	the Planning Application substantially in the form of the draft permission at Appendix 3 hereto;
"Planning Reference"	means the council's planning reference 72219/APP/2021/1535 ;
"Principal Planning Obligations Officer"	means the Council's Principal Planning Obligation Officer or such person as the Council designates as Deed this role;
"Residential Parking Permits"	means a resident's parking permit referred to in Schedule 4 , 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);
"Site"	means the property known as 1,2 and 3 Bakers Road Uxbridge Middlesex UB8 1RG, referenced under title numbers NGL406689, and AGL465692. The site is shown for identification purposes only edged red on the Plan in accordance with Appendix 2 ;
"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 In this Deed

- 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.
- 1.2.3 the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;
- 1.2.4 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.54 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.3 references to any statute or statutory provision include references to:
 - 1.2.3.1 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
 - 1.2.3.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision
- 1.2.4 references to the Site include any part of it;
- 1.2.5 references to any party in this Deed include the successors in title of that party and any person deriving title through or under that party. In addition, references to the Council



include any successor local planning authority exercising planning powers under the 1990 Act or any successor local highway authority exercising powers under the 1980 Act;

- 1.2.6 "including" means "including, without limitation";
- 1.2.7 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;
- 1.2.8 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 Agreement;
- 1.2.8 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them jointly or against each of them individually; and
- 1.2.9 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.

2. LEGAL BASIS

- 2.1 This Deed 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 Deed 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 Deed 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 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and their successors in title to the Land.

3. CONDITIONALITY

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- 3.1 With the exception of clauses 1, 2, 3, 4, 6.1, 7, 9, 10, 11, 12, 13, 14 and 19, which shall take effect immediately this Deed is conditional on the grant and issue of the Planning Permission.

4. MISCELLANEOUS

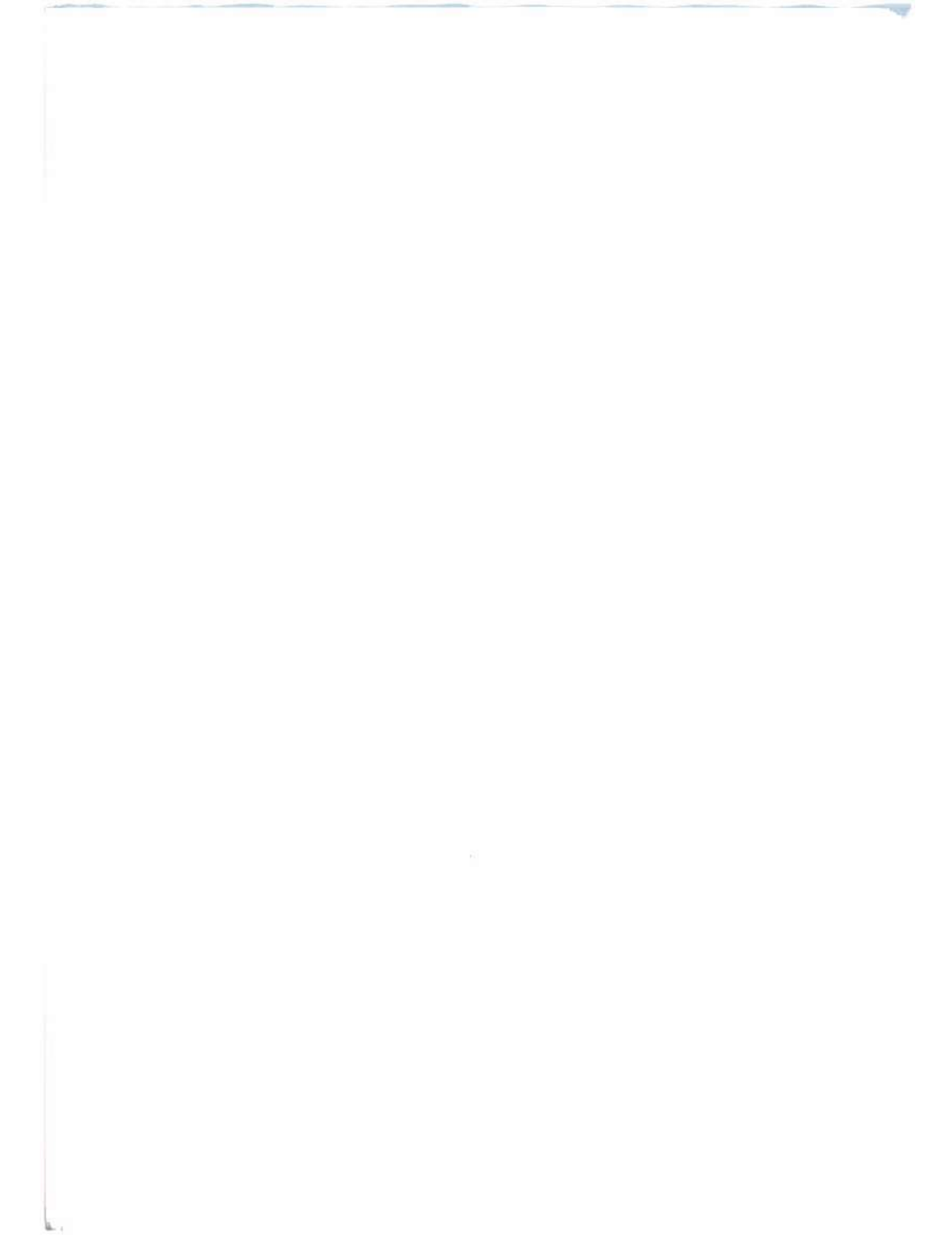
- 4.1 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, bylaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.
- 4.2 Nothing in this Deed 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 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 of the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 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 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 Deed 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 Deed 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 Deed 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 Deed 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 Deed.
- 4.9 In the event that the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10 The Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.

5. CONTRIBUTIONS

Payment of the Contributions required by this Deed shall be made on the following basis:

- (a) The Contributions due under this Deed shall be delivered to the person and address specified in clause 14;
- (b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Contributions 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 Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.
- 5.1 Where any sum is paid for a particular purpose in accordance with this Deed the Council shall not use the payment otherwise than for that purpose or for such other purpose as the Owner (at its absolute discretion) and the Council may agree in writing.



- 5.2 In the event that the Contributions or any element or part of the Contributions remain unspent or committed unconditionally to be spent within seven (7) years after the date on which the relevant Contribution was paid to the Council, then the Council shall within 28 days of a written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).

6. THE OWNER'S PLANNING OBLIGATIONS

- 6.1 The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in this Deed and the schedules hereto.

7. COSTS

- 7.1 The Owner hereby covenants with the Council that on completion of this Deed 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 Deed.

8. REGISTRATION OF AGREEMENT

- 8.1 This Deed shall be registered as a Local Land Charge by the Council.

9. RIGHT OF ACCESS

- 9.1 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 Deed has been performed or observed.

10. OWNERSHIP

- 10.1 The Owner warrants that no person other than the Owner [and the Mortgagee] has any legal or equitable interest in the Site.

11. CHANGE IN OWNERSHIP

- 11.1 The Owner agrees with the Council to give the Council immediate written notice of any change in Ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan.

12. ARBITRATION

- 12.1 Any dispute, controversy or claim arising out of or relating to this Deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

12.2.1 the tribunal shall consist of [one] arbitrator appointed jointly by the parties;

12.2.2 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;

12.2.3 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

12.2.4 the seat of the arbitration shall be London.

13. THIRD PARTIES

- 13.1 No provision in this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

14. NOTICES

- 14.1 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.

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

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



- a) the Principal Planning Obligations Officer, Planning Services at London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference, in addition to e-mailing at cil@hillingdon.gov.uk;
- b) to the Owner at 19 Steel House 4300 Parkway Whiteley PO15 7FP and;
- c) to the Leaseholder at 19 Steel House 4300 Parkway Whiteley PO15 7FP;

15. FORM PO1

- 15.1 Prior to Commencement of Development the Owner shall notify the Council that they intend to Commence the Development by completing and sending Form PO1 to the Council in accordance with clause 14 above.

16. INDEXATION

- 16.1 The Owner agrees with the Council that any sums 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.

- 16.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

17. INTEREST

- 17.1 All costs, payments and expenses payable to the Council under this Deed shall bear interest at the rate of 4% above the base rate of HSBC Bank PLC from time to time



being charged from the date such payment is due until the payment is received by the Council.

18. VAT

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

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

19. JURISDICTION

19.1 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.

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

DEVELOPMENT

Planning permission for the change of use of first floor from gymnasium to 1 x 2-bed and 1 x 1-bed self-contained flats (Use Class C3), under the Council's Planning Application reference **72219/APP/2021/1535**;

That the Council enter into a legal agreement with the applicant under Section 106 of the Town and Country Planning Act 1990 (as amended).

SCHEDULE 2

AFFORDABLE HOUSING CONTRIBUTION

The Owner hereby covenants with the Council as follows:

1. Prior to Occupation, the owner of the Development is to pay to the Council the Affordable Housing Contribution; and
2. Not to commence or cause or allow or permit the Occupation of Development before the Affordable Housing Contribution is paid.

SCHEDULE 3

AFFORDABLE HOUSING REVIEW MECHANISM

In this Schedule:

"Additional Affordable Housing"	means the Affordable Housing Contribution to be provided as part of the Development pursuant to the Viability Assessment Mechanism referred to in this Schedule and
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	“Additional Affordable Housing Units” shall be construed accordingly
“Financially Viable”	means that the Development has (or as at the Review Date is predicted to have) upon completion of the Development a gross development value that results in not less than twenty percent (20%) developer's profit on sales of all Dwellings at the Development and “Financial Viability” shall be construed accordingly.
“Initial Quantum”	means the provision of the Affordable Housing units in the Development delivered as Affordable Housing or Affordable Housing Contribution pursuant to this Agreement.
"Quantum of Affordable Housing"	means the provision of Affordable Housing for the Development (inclusive of the Affordable Housing Units and Affordable Housing Contribution);
" Review Date"	means the date being eighteen (18) months from the date of the grant of the Planning Permission.
“Revised Quantum”	means the revised provision of Affordable Housing (inclusive of the Affordable Housing Contribution) for the Development.
“Substantially Complete”	means completed to practical completion and also so as to be ready for Occupation.
“Viability Assessment Mechanism”	means a viability appraisal to be carried out for the whole Development in the same

	format as was submitted and relied upon in support of the Application (unless otherwise agreed by the Council).
“Viability Report”	means a report to be produced at the expense of the Owner setting out the results of the Viability Assessment Mechanism as at the Review Date.

The Owner covenants with the Council as follows:

1. Within twenty eight (28) days of the Review Date (but on one occasion only and only if at the Review Date the Development has not been Commenced) the Council may serve written notice to the Owner requiring that it provides to the Council a Viability Report using the Viability Assessment Mechanism, at the Owner's own expense, in order to establish whether the residential Development would be Financially Viable.
2. In the event that the Council give the notice referred to in paragraph 1 of this Schedule the Owner will at its own expense use the Viability Assessment Mechanism to prepare a Viability Report for the purpose of reassessing the Development and which shall be delivered to the Council within two (2) months of the notice referred to in paragraph 1 of this Schedule 2.
3. If following receipt of the Viability Report the Council shall at any time request additional information and evidence in respect of matters contained in (or omitted from) the Viability Report the Owner shall reasonably and promptly after any such request provide to the Council such information and evidence.
4. Where the Council has responded with details of the elements of the Viability Report that are not agreed together with reasons for disagreement and alternative figures assumptions or bases of calculations then the Owner shall



within twenty eight (28) working days following the receipt of the Council's response provide a reply in writing either:

- a. confirming the Owner's acceptance of the Council's alternative figures assumptions or bases of calculation; or
- b. specifying those matters contained within the Council's response that are not agreed together with full reasons for the same ("Disputed Matters").

5. Any Disputed Matters shall be determined as provided for in clause 9 of this Deed.

6. If the Council confirms in writing that it agrees with the Viability Report then that report shall become an agreed Viability Report for the purposes of this Schedule.

7. Unless otherwise agreed between the parties in writing the following process and assumptions shall be relied upon and followed in applying the Viability Assessment Mechanism pursuant to this Agreement:

- a. the Quantum of Affordable Housing in the Development as a whole shall not under any circumstances exceed thirty (35%) per cent of the Dwellings within the Development.

8. The parties hereby agree that the following assumptions shall apply in any application of the Viability Assessment Mechanism:

- a. Land costs

This is the value of the Land at the time it was invested in the project by the Owner.

- b. Planning Costs

These are the costs reasonably incurred by the Owner in obtaining the Planning Permission and all reserved and conditional matters there under and all requisite consents required for infrastructure works. These costs will be a combination of actual cost reasonably incurred at the date of the Viability Report and a forecast for all anticipated future expenditure. For the avoidance

of doubt these include all planning costs of complying with the planning obligations relating to the development.

c. Enabling Works

These are the costs reasonably incurred by the Owner for all proposed infrastructure works necessarily required for the carrying out of the Development. These costs will be a combination of actual cost reasonably incurred at the date of the Viability Report and a forecast for all anticipated future expenditure.

d. Sales Costs

These are the costs reasonably incurred by the Owner in selling land to developers of the site, e.g. legal fees, sales agent fees etc. These costs will be a combination of actual cost reasonably incurred at the date of the Viability Report and a forecast for all anticipated future expenditure.

e. Sales Income

This is all of the income received in respect of the development of the site including land sales (including additional overage sums), rents, advertisement and all other income. This income will represent actual income received at the date of the Viability Report. It will be evidenced by a statement by the Owner's solicitors:

1. verifying the historic income from the development of the site such as receipts from land sales;
2. certifying that all of the sale receipts represent arms length disposals and at open market value;
3. in the case of a disposal not for money providing information about the arrangements to enable the value of the transaction to be assessed.

f. Historic Costs

The costs referred to in paragraphs above will be verified by a statement by The Owner's auditors verifying the historic costs concerned.

g. Forecast Costs

Full details of the forecast costs referred to in paragraphs above will be verified by an independent and appropriately qualified quantity surveyor.

h. Other Costs

Any other costs directly and properly incurred in connection with the carrying out of the Development

9. If the Viability Report produced and agreed in accordance with this Schedule 2 indicates that the Development would not be Financially Viable if the Initial Quantum were to be increased, then the Affordable Housing shall be delivered in accordance with this agreement in line with the Initial Quantum.
10. If the Viability Report produced and agreed or determined in accordance with this Schedule indicates that the residential Development would be Financially Viable with a Quantum of Affordable Housing that is greater than the Initial Quantum then the quantum of Affordable Housing within the Development shall be increased to a new Quantum of Affordable Housing which represents the maximum quantum that could be sustained by the Development whilst remaining Financially Viable as evidenced by the agreed or determined Viability Report (“the Revised Quantum”).
11. Within two (2) months of the Viability Report being agreed or determined, the Council shall notify the Owner of the Revised Quantum for Affordable Housing to be provided within the residential Development.
12. Within two (2) months of the Council notifying the Owner of the Revised Quantum, the Owner shall provide to the Council a scheme for approval by the Council demonstrating how the Affordable Housing will be delivered and secured and the Owner shall make such amendments to the proposed scheme as are reasonably required by the Council or the revised Affordable Housing Contribution shall be paid accordingly.
13. Following approval by the Council of the scheme referred to in paragraph 12 above, the Owner shall enter into such legal agreements with the Council as the Council reasonably require to ensure that the Revised Quantum of Affordable

Housing is delivered in accordance with the approved scheme or to ensure that the revised Affordable Housing Contribution is paid accordingly.

14. The Council may require the Owner to pay a financial contribution towards Affordable Housing within the Authority's Area in lieu of providing the Revised Quantum within the residential Development, such contribution to be determined by the Council acting reasonably in accordance with its Supplementary Planning Document on Planning Obligations (from time to time in force).
15. For the avoidance of doubt, this Schedule shall not apply and the Affordable Housing Contribution and/or Initial Quantum shall not be revised if the Commencement of Development takes place before the expiry of eighteen (18) months from the date the Planning Permission is granted to the Owner.

SCHEDULE 4

RESIDENTIAL PARKING PERMITS

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

1. Upon completion of this Deed not to apply to the Council for a Parking Permit in respect of any Dwelling nor to 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.
2. That all material used for advertising or marketing the Dwellings for letting or sale will notify prospective owner and occupiers that they will not be entitled to apply for a Parking Permit.
3. 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



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(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 owner 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”

APPENDIX 1

FORM PO1

FORM PO1

TO: PRINCIPAL PLANNING OBLIGATIONS OFFICER

RESIDENTS SERVICES

LONDON BOROUGH OF HILLINGDON

3N CIVIC CENTRE

HIGH STREET UXBRIDGE

MIDDLESEX UB8 1UW

cil@hillingdon.gov.uk

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**

APPENDIX 2

PLAN



Block | Site Plan
1'500 @ A3 | 1'250 @ A1

APPENDIX 3

DRAFT PLANNING PERMISSION

DRAFT

Mr Colin Mulhern
Creative Works
7 Blackhorse Lane
London
E17 6DS

Application Ref: 72219/APP/2021/1535

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:

Change of use of first floor from gymnasium to 1 x 2-bed and 1 x 1-bed self-contained flats (Use Class C3)

Location of development: 1-3 Bakers Road Uxbridge

Date of application: 19 April 2021

Plan Numbers: See attached Schedule of plans

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

Draft Decision Notice produced: 17 December 2021

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).

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 72219/APP/2021/1535

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 the submitted plans, numbers:-

1612.3/A001 (Proposed Block / Site Plan)
1612.3/A002 (Proposed First Floor Plan)
1612.3/A003 (Proposed Front / South-West Elevation)
1612.3/A004 (Proposed Side / North-West Elevation)
1612.3/A005 (Proposed Side / South-East Elevation)
1612.3/A006 (Proposed Section AA)

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:

Noise mitigation [Noise Assessment Report]
Air quality mitigation measures [Air Quality Statement and Mechanical Ventilation and Filter Unit Manufacturers' Specification Sheets]

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 the objectives of Policies D14 and SI 1 of the London Plan (2021) and Policy DME1 14 of the Hillingdon Local Plan: Part Two - Development Management Policies (January 2020).

SCHEDULE OF CONDITIONS

- 4 . Prior to development commencing, the applicant shall submit a demolition and construction management plan to the Local Planning Authority for its approval. The plan shall detail:
- (i) The phasing of development works;
 - (ii) The hours during which development works will occur (please refer to informative I15 for maximum permitted working hours);
 - (iii) A programme to demonstrate that the most valuable or potentially contaminating materials and fittings can be removed safely and intact for later re-use or processing;
 - (iv) Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities);
 - (v) 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);
 - (vi) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process, which must demonstrate compliance with the GLA Control of Dust and Emissions from Construction and Demolition SPG (or any successor document);
 - (vii) 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 and local air quality in accordance with Policy DME1 14 of the Hillingdon Local Plan: Part Two - Development Management Policies (January 2010) and Policy SI 1 of the London Plan (January 2021) and in accordance with Mayor of London "The Non-road mobile machinery (standard condition recommended by Mayor of London, London Local Air Quality Management Policy Guidance 2019)".

- 5 . The noise level in rooms at the development hereby approved shall meet the internal noise levels specified in BS8233:2014 for internal rooms and external amenity areas.

REASON

To safeguard the amenity of the future occupants of the development in accordance with Policy D14 of the London Plan (January 2021).

SCHEDULE OF CONDITIONS

- 6 . No development shall commence until a scheme detailing mechanical ventilation to be installed at the premises with the systems / filters required to extract NOx/NO2 from outdoor ambient air and secure indoor NO2 levels below 40ug/m3 has been submitted to and approved in writing by the Local Planning Authority. The approved scheme shall be carried out before the use/operation commences and be thereafter maintained.

Reason

As the application site is within an Air Quality Management Area, and to reduce the impact on air quality in accordance with policy EM8 of the Local Plan: Part 1 (November 2012), policy DME1 14 of the London Borough of Hillingdon Local Plan (part 2), the London Borough of Hillingdon Air Quality Action Plan 2019-2023, London Plan (2021) policy SI1 and T4, and paragraphs 174 and 186 of the National Planning Policy Framework (2021).

- 7 . All Non-Road Mobile Machinery (NRMM) of net power of 37kW and up to and including 560kW used during the course of the demolition, site preparation and construction phases shall comply with the emission standards set out in chapter 7 of the GLA's supplementary planning guidance "Control of Dust and Emissions During Construction and Demolition" dated July 2014 (SPG), or subsequent guidance. Unless it complies with the standards set out in the SPG, no NRMM shall be on site, at any time, whether in use or not, without the prior written consent of the local planning authority. The developer shall keep an up to date list of all NRMM used during the demolition, site preparation and construction phases of the development on the online register at <https://nrmm.london/>."

Reason

In order to safeguard local air quality in accordance with Policy SI 1 of the London Plan (January 2021) and London's Low Emission Zone for non-road mobile machinery as per the requirements of the London Environment Strategy.

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 . The decision to GRANT planning permission has been taken having regard to the policies and proposals in the Hillingdon Local Plan Part 1 (2012) and Part 2 (2020) set out below, including Supplementary Planning Guidance, and to all relevant material considerations, including The London Plan (2021) and national guidance.

NPPF2	NPPF 2021 - Achieving sustainable development
NPPF5	NPPF 2021 - Delivering a sufficient supply of homes
NPPF7	NPPF 2021 - Ensuring the vitality of town centres
NPPF8	NPPF 2021 - Promoting healthy and safe communities
NPPF9	NPPF 2021 - Promoting sustainable transport

SCHEDULE OF CONDITIONS

NPPF11	NPPF 2021 - Making effective use of land
LPP D7	(2021) Accessible housing
LPP D14	(2021) Noise
LPP H4	(2021) Delivering affordable housing
LPP H5	(2021) Threshold approach to applications
LPP SI1	(2021) Improving air quality
LPP T4	(2021) Assessing and mitigating transport impacts
LPP T6	(2021) Car parking
DMH 7	Provision of Affordable Housing
DMHB 11	Design of New Development
DMHB 16	Housing Standards
DMHB 17	Residential Density
DMEI 14	Air Quality
DMT 2	Highways Impacts
DMT 6	Vehicle Parking
DMTC 1	Town Centre Development

3 . On this decision notice policies from the Councils Local Plan: Part 1 - Strategic Policies appear first, then relevant Local Plan Part 2 (2020), then London Plan Policies (2021). Hillingdon's Full Council adopted the Hillingdon Local Plan: Part 1 - Strategic Policies on 8 November 2012 and the Hillingdon Local Plan Part 2 on 16 January 2020.

4 . In dealing with the application the Council has implemented the requirement in the National Planning Policy Framework to work with the applicant in a positive and proactive way. We have made available detailed advice in the form of our statutory policies from Local Plan Part 1, Local Plan Part 2, Supplementary Planning Documents, Planning Briefs and other informal written guidance, as well as offering a full pre-application advice service, in order to ensure that the applicant has been given every opportunity to submit an application which is likely to be considered favourably.

5 . The Council will recover from the applicant the cost of highway and footway repairs, including damage to grass verges.

Care should be taken during the building works hereby approved to ensure no damage occurs to the verge or footpaths during construction. Vehicles delivering materials to this development shall not override or cause damage to the public footway. Any damage will require to be made good to the satisfaction of the Council and at the applicant's expense.

For further information and advice contact - Highways Maintenance Operations, Central Depot - Block K, Harlington Road Depot, 128 Harlington Road, Hillingdon, Middlesex, UB3 3EU (Tel: 01895 277524).

SCHEDULE OF CONDITIONS

For Private Roads: Care should be taken during the building works hereby approved to ensure no damage occurs to the verge of footpaths on private roads during construction. Vehicles delivering materials to this development shall not override or cause damage to a private road and where possible alternative routes should be taken to avoid private roads. The applicant may be required to make good any damage caused.

6. 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@hillingdon.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

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.

END OF SCHEDULE

Address:

Residents Services
London Borough of Hillingdon
3 North Civic Centre, High Street, Uxbridge UB8 1UW
Tel: 01895 250230
www.hillingdon.gov.uk

GRANT OF PLANNING PERMISSION

Application Ref.No.: 72219/APP/2021/1535

SCHEDULE OF PLANS

Environmental Noise Assessment, Rev. 0, dated 21/6/19 - received 19 Apr 2021

Letter from S106 Affordable Housing (Hampshire) Ltd dated 3/9/21 - received 03 Sep 2021

Letter from Reflect Construction dated 6/9/21 - received 06 Sep 2021

Development Viability Report for Residential Development, dated 6th April 2021 - received 19 Apr 2021

1612.2/000 (Location Plan) - received 19 Apr 2021

1612.2/A001 (Existing Block / Site Plan) - received 19 Apr 2021

1612.2/A002 (Existing First Floor Plan) - received 19 Apr 2021

1612.2/A003 (Existing Front / South-West Elevation) - received 19 Apr 2021

1612.2/A005 (Existing Side / South-East Elevation) - received 19 Apr 2021

1612.3/A001 (Proposed Block / Site Plan) - received 19 Apr 2021

1612.3/A002 (Proposed First Floor Plan) - received 19 Apr 2021

1612.3/A003 (Proposed Front / South-West Elevation) - received 19 Apr 2021

1612.3/A004 (Proposed Side / North-West Elevation) - received 19 Apr 2021

1612.3/A005 (Proposed Side / South-East Elevation) - received 19 Apr 2021

1612.3/A006 (Proposed Section AA) - received 19 Apr 2021

Design and Access Statement - received 19 Apr 2021

1612.2/A004 (Existing Side / North-West Elevation) - received 19 Apr 2021

1612.2/A006 (Existing Section AA) - received 19 Apr 2021

Heat Recovery Ventilation Unit Manufacturer's Specification Sheets - received 19 Apr 2021

Nitrogen Dioxide Filter Unit Manufacturer's Specification Sheets - received 19 Apr 2021

Air Quality Statement - received 19 Apr 2021

Air Quality Assessment Report, July 2011 - received 19 Apr 2021

THE COMMON SEAL of the
**MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HILLINGDON**

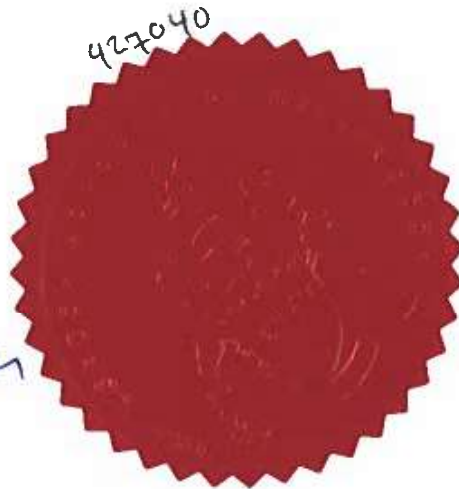
was duly affixed to this Deed

in the presence of:-

MEMBER OF

THE COUNCIL.....

Alan Chapman



AUTHORISED OFFICER.....

[Signature]

Executed as a **DEED** by

INQUILAB HOUSING ASSOCIATION LIMITED

Acting by a Director

Director:

In the presence of:-

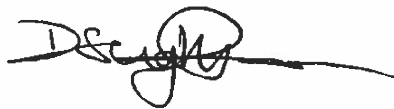
Witness Name:

Witness Signature:

Witness Address:

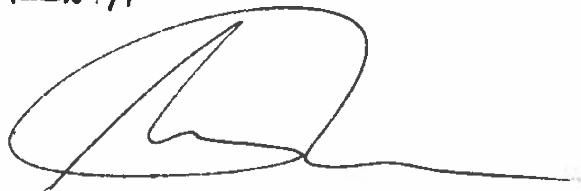
Executed as a **DEED** by *Reflect Homer Ltd*

Acting by a Director



Director: *R. S. Pooni*

In the presence of:-



Witness Name:

Witness Signature:

Witness Address:

Michael Devall
Placidi & Co
27 Middle Road
Park Gate
Southampton
SO31 7GH

