

DATED

23 September

2021

SHAVIRAM HYDE LIMITED

AND

INVESTEC BANK PLC

TO

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY UNILATERAL UNDERTAKING

**OF THE TOWN AND COUNTRY PLANNING ACT 1990 AS AMENDED,
SECTION 16 OF THE GREATER LONDON COUNCIL (GENERAL POWERS)
ACT 1974 AND ASSOCIATED POWERS**

RELATING TO THE DEVELOPMENT OF LAND AT HPH BUILDING

3, HYDE PARK, MILLINGTON ROAD, HAYES MIDDLESEX UB3 4AZ

COUNCIL'S PLANNING APPLICATION NUMBER: 72360/APP/2021/1709

Planning & Corporate Team

London Borough of Hillingdon

Civic Centre, High Street

Uxbridge, Middlesex

Ref: 3E/04/KM/ 018875

THIS PLANNING OBLIGATION BY UNILATERAL UNDERTAKING is dated
23 day of September 2021

And is **GIVEN BY:**

And is made **BETWEEN:**

1. **SHAVIRAM HYDE LIMITED** incorporated in England and Wales (Company number 13312003) whose registered office is situated at First Floor Offices, Farley Court Allsop Place, London, NW1 5LG ("**the Owner**"); and
2. **INVESTEC BANK PLC** incorporated in England and Wales (Company number 00489604) whose registered office is situated at 30 Gresham Street, London, EC2V 7QP ("**the Mortgagee**"); 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 Site and by whom the obligations in this Undertaking are enforceable.
- (B) The Owner is the freehold owner of part of the Land, which is registered at HM Land Registry under title number AGL55140.

The Mortgagee has a charge dated 20 April 2021, registered against title number AGL55140, and is willing to enter into this Undertaking to give its consent to and bind its interest in the Land

- (C) On 29th April 2021 the Owner submitted a Prior Approval Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application, which was verified on 29th April 2021;
- (D) The Owner intends to develop the Land pursuant to the Prior Approval.

THIS UNDERTAKING WITNESSES AS FOLLOWS: -

1. INTERPRETATION

- 1.1 For the purposes of the recitals and this Undertaking, 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;
"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 Prior Approval Planning Permission as summarised in Schedule 1 hereto;
"Dwelling"	means all occupants/owners of the 113 flats (88 x 1 person; 20 x 1 bed, 2 person and 5 x 2 bed, 3 person units) (Class C3) (as amended) relating to Council's Planning Application Reference 72360/APP/2021/1709 are restricted from obtaining any parking permits;
"Financial Contributions"	means the financial contributions in this Undertaking are as follows: • Safety and Convenience Improvement Contribution £43,185 (forty three thousand one hundred eighty five hundred pounds); • Travel Plan Auditing Contribution to £5,000 (five thousand pounds) and

"Form PO1"	means the form in the substantial format attached at Appendix 1;
"Index Linked"	means the application of the formula provided at Clause 15 of this Agreement;
"Interest"	means interest at 4% above the base lending rate of HSBC Bank PLC from time to time;
"Obligations"	means the planning obligations set out in the schedules to this Undertaking;
"Parking Permit"	means a resident's parking permit issued by the Council to include season tickets and car park permits in the existing and future expansion of the Parking Management Scheme in Hayes (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); in accordance with Schedule 5 ;
"Parties"	means the Owner, Mortgagee, and the Council;
"Plan"	means the plan attached to this Undertaking at Appendix 2 hereto;
"Prior Approval Application"	means the Prior Approval application for planning permission for the change of use

	from offices (Class B1a) to 113 flats (88 x 1 person; 20 x 1 bed, 2 person and 5 x 2 bed, 3 person units) (Class C3) (Application for Prior Approval under Schedule 2, Part 3, Class O of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended). Council's Planning Application Reference 72360/APP/2021/1709;
"Prior Approval Decision"	means the Prior Approval planning permission that will 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 for this Prior Approval application is 72360/APP/2021/1709;
"Principal Planning Obligations Officer"	means the Council's Principal Planning Obligation Officer or such person as the Council designates as undertaking this role;
"Site"	means the property known as H.P.H Building, Hyde Park 3 Millington Road Hayes Middlesex UB8 4AZ which is in the freehold ownership of the Owner and is registered at the Land Registry under Title

	No AGL55140 and shown for identification purposes only edged red on the Plan;
"Specified Date"	means the date upon which an obligation arising under this Undertaking is due to be performed;
"Safety and Convenience Improvement Contribution"	means Financial Contribution of forty three thousand one hundred and eighty five pounds (£43,185) towards a works to improve the safety and convenience with which occupiers of the site cycle to Hayes and Harlington Station Elizabeth Line (Crossrail) in accordance with Schedule 4 ;
"Safety and Convenience Improvement Works"	means the works to improve safety and convenience with which occupiers of the site can cycle to Hayes and Harlington Station Elizabeth Line (Crossrail) station in accordance with Schedule 4 ;
"Substantial Completion"	means completed to practical completion and also so as to be ready for occupation and substantially shall be construed accordingly;
'Travel Plan Auditing Contribution'	means the Financial Contribution of £5,000 towards auditing the Travel Plan annually for 5 years in accordance with Schedule 3 ;

"Travel Plan"	means a full and formal Travel Plan with associated £20,000.00 (twenty thousand) bond to include a Sustainable Transport Measures is required to be submitted and agreed in writing by the LPA before occupation of the development. The Plan will include such as matters as: targets for sustainable travel arrangements; effective measures for the ongoing monitoring of the Travel Plan; and a commitment to delivering the Travel Plan objectives. in accordance with Schedule 2 ;
"Travel Plan Bond"	means the bond in the sum of £20,000 (twenty thousand pounds), to secure the obligations in Schedule 2 and in the Travel Plan for the Development in a form first approved by the Council in writing; and
"Undertaking"	means this Deed; and
"VAT"	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

1.2 In this Undertaking

- 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 Undertaking are inserted for convenience only and shall not affect the construction or interpretation of this Undertaking;
- 1.2.4 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Undertaking 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 Undertaking 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 Undertaking 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 Undertaking 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 Undertaking, 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 Undertaking is to be unaffected.

2. LEGAL BASIS

- 2.1 This Undertaking 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 Undertaking 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 Undertaking 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 Site.

3. CONDITIONALITY

- 3.1 Save in relation to clauses 4, 8 and 12 inclusive or where otherwise provided, the obligations in this Undertaking are subject to and conditional upon:
- a) the giving of the Prior Approval Decision or the expiry of the relevant period for a decision without Prior Approval Decision being given or refused
 - b) Commencement of Development.

4. MISCELLANEOUS

- 4.1 Nothing contained or implied in this Undertaking 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 Undertaking.

- 4.2 If any provision in this Undertaking shall be held to be invalid, illegal or unenforceable then the validity, legality and enforceability shall not affect the validity or enforceability of the remaining provisions of this Undertaking.
- 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 Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants undertaking or obligation from acting upon any subsequent breach or default in respect thereof by the Owner.
- 4.4 Nothing in this Undertaking shall be construed as a grant of planning permission or prior approval.
- 4.5 Unless expressly agreed otherwise in this Undertaking, the covenants in this Undertaking shall be enforceable without any limit of time against the Owner and any successors in title to the Land and assigns of the Owner or any person corporate or otherwise claiming title through or under the Owner an interest or estate to the Land or any part or parts of the Land as if that person had also been an original covenanting party in respect of the interest or estate for the time being held by that person.
- 4.6 No party to this Undertaking nor any of its successors in title nor any person deriving title from or under them shall be liable for any breach of any of the planning obligations or other obligations contained in this Undertaking after it shall have parted with its entire interest in the Land but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

- 4.7 This Undertaking shall cease to have effect (insofar only as it has not already been complied with) if the Prior Approval Decision is quashed or revoked or otherwise withdrawn or (without the consent of the Owner or its successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 4.8 Nothing in this Undertaking shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Prior Approval Decision) granted (whether or not on appeal) after the date of this Undertaking.
- 4.9 This Undertaking cannot be amended or discharged without the prior consent in writing of the Owner and the Council.
- 4.10 In the event of the planning obligations contained in this Undertaking being modified a note or memorandum thereof shall be endorsed upon this Undertaking.

5. THE OWNER'S PLANNING OBLIGATIONS

- 5.1 The Owner covenants with the Council so as to bind the Land to observe and perform the obligations contained in clauses 6, 11, 12, 13, 14, 15 and the schedules to this Undertaking.

6. REGISTRATION OF UNDERTAKING

- 6.1 The Owner recognizes and agrees that covenants in this Undertaking shall be treated and registered:
- a) As local land charges for the purposes of the Local Land Charges Act 1975; and
 - b) In the Charges Register of Title No AGL55140 at the Land Registry.

6.2 The Owner shall as soon as reasonably practicable after the completion of this Undertaking at its own cost do or concur in doing all things necessary to enable an entry of this Undertaking to be made in the Charges Register of the above title number of the Land and following the making of such entry shall furnish the Council's Borough Solicitor with a certified copy of the title information document relating to the said title in order that the Council may satisfy themselves that such entry has been made.

6.3 If the Owner fails to make the application referred to in clause 6.2 above the Council shall (without prejudice to any other right) be entitled to register the Undertaking and recover the expenses incurred in doing so from the Owner and the Owner hereby covenants with the Council to do or concur in doing all things necessary or advantageous to enable such entries to be made;

7. MORTGAGEE'S CONSENT

7.1 The Mortgagee consents to the Owner entering into this Undertaking and acknowledges that the Land shall be bound by the terms and obligations contained in this Undertaking and PROVIDED THAT the Mortgagee (or any other mortgagee) shall otherwise have no liability under this Undertaking unless that mortgagee takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

8. ARBITRATION

8.1 All disputes, differences or questions arising out of this Undertaking or as to the rights or obligations of the parties under it or in connection with its construction shall be referred to arbitration by a single arbitrator to be agreed between the parties or, failing agreement, within 21 days by an arbitrator to be appointed at the request of any party by the President of The Royal Institute of Chartered

Surveyors as the case may be having due regard to any representations made to him as to the appropriate qualifications of such arbitrator.

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

9. THIRD PARTIES

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

10. NOTICES

- 10.1 All notices served under or in connection with this Undertaking shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party;

- 10.2 Any notice to be served under or in connection with this Undertaking 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@hillington.gov.uk;
- b) to the Owner at First Floor Offices, Farley Court Allsop Place, London, NW1 5LG; or
- c) to the Mortgagee at 30 Gresham Street, London, EC2V 7QP

11. FORM PO1

- 11.1 Upon Commencement of the Development the Owner shall immediately notify the Council by completing and sending Form PO1 to the Council addressed to the Director of Planning, Environment, Education and

Community Services, 3 North, London Borough of Hillingdon, High Street
Uxbridge UB8 1UW and shall cite the Section 106 Reference.

12. CHANGE IN OWNERSHIP

- 12.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interest in the Land occurring before all the obligations under this Undertaking 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 Land or unit of occupation purchased by reference to a plan and the Section 106 Reference.

13. CONTRIBUTIONS

- 13.1 The Owner hereby covenants with the Council to comply with the Obligations.
- 13.2 Payment of the Contributions required by this Undertaking shall be made on the following basis:
- a) The Contributions due under this Undertaking shall be delivered to the person and address specified in clause 10 above;
 - b) Within 28 days of written request the Council shall return to the Owner any part of the Contribution that remains unexpended or uncommitted by the Seventh (7th) anniversary of the date of its payment (together with any Interest accrued on the unexpended part); and
 - c) Pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Contribution to a Council revenue account and for the avoidance of doubt it is agreed and declared that this shall be without prejudice to the Council's right to apply the Contribution or any part or

parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.

14. INTEREST

- 14.1 All costs, payments and expenses payable to the Council under this Undertaking 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.

15. VAT

- 15.1 All consideration given in accordance with the terms of this Undertaking shall be exclusive of any VAT properly payable in respect thereof.
- 15.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of any Land 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.

16. JURISDICTION

- 16.1 This Undertaking is governed by and interpreted in accordance with the law of England and Wales.

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

SCHEDULE 1
DEVELOPMENT

Change of use from offices (Class B1a) to 113 flats (88 x 1 person; 20 x 1 bed, 2 person and 5 x 2 bed, 3 person units) (Class C3) (Application for Prior Approval under Schedule 2, Part 3, Class O of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended)). Council's Prior Approval Planning Application Reference:-
72360/APP/2021/1709;

SCHEDULE 2

TRAVEL PLAN

In this Schedule 1 the following definitions shall apply:

'Auditor'	means a suitably qualified, experienced and independent person nominated by the Owner and approved in writing by the Council for the purpose of verifying the results of Monitoring
'Car'	means a four wheeled motor vehicle other than one powered by electricity
'Monitoring'	means a survey of Residents/Employees/Users of the Development using a questionnaire in a form supplied or approved by the Council with the object of ascertaining the modes of transport used by Residents/Employees/Users when travelling between home and the Development on a particular day (or any alternative method of achieving that object approved in writing by the Council from time to time)
'Monitoring Period'	means the period of ten (10) years beginning on Occupation of the Development
'Residents/Employees/Users'	means a person making the journey from the Development
'Targets'	means for targets for achieving a decrease in the proportion of persons travelling to and

	from the Development by private Car to using more sustainable modes of transport (where walking, cycling or the use of public transport are more sustainable than using a Car) as calculated in the Travel Plan which shall be submitted to and approved by the Council for the Development
‘Travel Plan Auditing’	means the Financial Contribution of £5,000 towards auditing the Travel Plan annually for 5 years;
‘Travel Plan Bond’	means the bond in the sum of Twenty Thousand pounds (£20,000) to secure compliance with this Schedule or the Travel Plan in order to meet the objectives of the Travel Plan in a form first approved by the Council in writing
‘Travel Plan Co-ordinator’	means the person or persons to be appointed by the Owner to act as Co-ordinator of the Travel Plan who shall be responsible for the implementation, monitoring and progress reporting of the Travel Plan for a period of not less than the Monitoring Period in order to achieve the objectives of the Travel Plan

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

1. Not to Occupy the Development until the Travel Plan has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).

2. The Travel Plan shall include as a minimum:
 - 2.1. Details as to compliance with TfL methodology and details of the methodology to be used to implement and monitor the Travel Plan;
 - 2.2. The length of the monitoring period for the Travel Plan which shall not be less than the Monitoring Period;
 - 2.3. A timetable for the preparation, implementation, monitoring and review of all stages of the Travel Plan;
 - 2.4. The period post Occupation when the initial Monitoring survey will be undertaken and details of subsequent Monitoring surveys for the purposes of assessment achievement of Targets;
 - 2.5. The Targets.
3. The Travel Plan shall be implemented by the Owner as soon as reasonably practicable and in any event no later than two (2) months following first Occupation of the Development.
4. To fund and procure the implementation of the Travel Plan in accordance with the actions and timetable specified therein and thereafter shall comply with the Travel Plan for the Monitoring Period.
5. The Owner shall not Occupy any part of the Development until a Travel Plan Co-ordinator has been appointed and details of the name, office, address, email address and telephone number of the said Travel Plan Co-Ordinator have been supplied to the Council and TfL in the case of referred applications to the GLA.
6. The Owner shall be responsible for the costs of Monitoring and auditing and any remuneration and expenses payable to the Travel Plan Co-ordinator and the Auditor.

7. In the event that the Travel Plan Co-ordinator resigns or is otherwise dismissed from employment for any reason, the Owner will employ (or will procure the employment of) a replacement Travel Plan Co-ordinator as soon as reasonably practicable.
8. Following approval of the Travel Plan for the Development the Travel Plan Co-ordinator shall monitor and review the Travel Plan for a period of not less than the Monitoring Period including undertaking the following:
 - 8.1. within twenty eight (28) days of the Occupation of the Development to provide written details of the Travel Plan to all new occupiers of the Development;
 - 8.2. to use all reasonable endeavours to ensure that occupiers of the Development comply with the Travel Plan;
 - 8.3. to undertake the initial Monitoring survey which shall not be carried out later than one (1) year after Occupation of the Development and to undertake an annual review of the Travel Plan and provide a written report within twenty eight (28) days of the review to the Council;
 - 8.4. to supply the Council with a statistical summary of the modes of transport used by Residents/Employees/Users disclosed by any monitoring surveys or copies of any questionnaires completed by Residents/Employees/Users;
 - 8.5. to secure that the results of each Monitoring are verified by an Auditor within two (2) calendar months of the monitoring surveys taking place by methods that accord with the reasonable requirements of the Council.
9. The Owner will implement any reasonable recommendations made by the Council following each annual review of the Travel Plan within twenty eight (28) days of such recommendation being made by the Council.
10. Prior to Occupation of the Development the Owner shall enter into a Travel Plan Bond in order to secure the due performance by the Owner of its Monitoring and reporting obligations, or the achievement of Targets as contained in the Travel Plan.

11. In the event of default by the Owner to submit one or more Monitoring surveys, as detailed in the Travel Plan, within the timescale specified therein, the Council shall give written notice to the Owner of its intention to draw down on the Travel Plan Bond if compliance is not achieved within 28 days of receipt of the notice.
12. Further to paragraph 11 of this Schedule 1, if compliance is not achieved within the 28 day period then the Council may draw down on the Travel Plan Bond in the circumstances set out in paragraph 13 of this Schedule 1.
13. The Council shall not be entitled to drawdown any of the Travel Plan Bond except in the event of a default by the Owner to submit one or more Monitoring surveys, as shall be detailed in the Travel Plan, within the timetable specified in the Travel Plan and the Council shall only be entitled to drawdown any of the Travel Plan Bond as is necessary in order to cover the cost the Council incurs in carrying out the said Travel Plan Monitoring surveys or implementing measures to achieve compliance with the aims of the Travel Plan.
14. The Travel Plan Bond shall be released following the expiration of the Monitoring Period.

SCHEDULE 3
TRAVEL PLAN AUDITING

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

1. Prior to Commencement of the Development to pay to the Council the Travel Plan Auditing Contribution; and
2. Not to Commence or cause or allow or permit Commencement of Development of any part of the Development before the Travel Plan Auditing Contribution is paid.

SCHEDULE 4
SAFETY & CONVENIENCE IMPROVEMENT CONTRIBUTION

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

1. Prior to Commencement of the Development to pay to the Council the Safety & Convenience Improvement Contribution; and
2. Not to Commence or cause or allow or permit Commencement of Development of any part of the Development before the Safety & Convenience Improvement Contribution is paid.

SCHEDULE 5

RESIDENTIAL PARKING PERMITS

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

1. Upon completion of this Undertaking 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 owners 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 (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”;

APPENDIX 1
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

FORM PO1

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



This form is specifically designed to be printed and completed offline.
Please complete this form in block capitals using black ink to facilitate scanning.

You are advised to read the accompanying guidance notes and per-question help text.

If you would rather make this application online, you can do so on our website:
<https://www.planningportal.co.uk/apply>

Application to determine if prior approval is required for a proposed: Change of Use from Offices (Class B1(a)) to Dwellinghouses (Class C3)

Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) - Schedule 2, Part 3, Class O

Privacy Notice

This form is provided by Planning Portal and based on the requirements provided by Government for the sole purpose of submitting information to a Local Planning Authority in accordance with the legislation detailed on this form.

Please be aware that once you have downloaded this form, Planning Portal will have no access to the form or the data you enter into it. Any subsequent use of this form is solely at your discretion, including the choice to complete and submit it to a Local Planning Authority in agreement with the declaration section.

Upon receipt of this form and any supporting information, it is the responsibility of the Local Planning Authority to inform you of its obligations in regards to the processing of your application. Please refer to its website for further information on any legal, regulatory and commercial requirements relating to information security and data protection of the information you have provided.

Local Planning Authority details:



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

Publication on Local Planning Authority websites

Information provided on this form and in supporting documents may be published on the authority's planning register and website. Please ensure that the information you submit is accurate and correct and does not include personal or sensitive information. If you require any further clarification, please contact the Local Planning Authority directly.

1. Applicant Name and Address	2. Agent Name and Address
Title: Firstname:	Title: Mr First name: Daniel
Last name:	Last name: Rose
Company (optional): Shaviram Hyde Limited	Company (optional): D. Rose Planning LLP
Unit: Number: Suffix:	Unit: 19-20 Number: Suffix:
Building name: First Floor Offices	Building name: Bourne Court
Address 1: Farley Court	Address 1: Southend Road
Address 2: Allsop Place	Address 2:
Address 3:	Address 3:
Town: London	Town: Woodford Green
County:	County: Essex
Country:	Country:
Postcode: NW1 5LG	Postcode: IG8 8HD

3. Site Address Details

Please provide the full postal address of the application site.

Unit:		Number:		Suffix:	
Building name:	HPH Building 3				
Address 1:	Hyde Park				
Address 2:	Millington Road				
Address 3:					
Address 4:					
Postcode:	UB3 4AZ				

4. Eligibility

Was the building in use on 29 May 2013 (or when last in use before that date) as an Office (Use Class B1(a))?

☒ Yes ☐ No

If you have answered no above, the proposal will exceed the limits set by legislation. In this circumstance, you should not continue with this application and seek advice from the Local Planning Authority on the best course of action.

Is any part of the land, site or building:

- in a safety hazard area;
- in a military explosives storage area;
- a scheduled monument (or the site contains one);
- a listed building (or within the curtilage of a listed building).

☐ Yes ☒ No

If you have answered yes above, the proposal will exceed the limits set by legislation. In this circumstance, you should not continue with this application and seek advice from the Local Planning Authority on the best course of action.

5. Description of Proposed Works, Impacts and Risks

Please describe the proposed development, including (from 1 August 2020) details on the provision of adequate natural light in all habitable rooms of the dwellinghouses:

The application proposes the change of use of the building from Class B1a (Class E) to 113 flats (88no. 1 bedroom/1 person, 20no. 1 bedroom/2person and 5no. 2 bedroom/5 person)

Due to the limitations of Class O, no external changes to the building are proposed as part of this specific application.

The proposals have been the subject to a Daylight and Sunlight Assessment with the report submitted in support of the application. The report concludes following analysis of the proposed residential accommodation that the daylight and sunlight amenity is in excess of expectations for this type of development. It has been further demonstrated that the development is acceptable in the context of the BRE report, the character of the site and its surroundings and the character of the proposed development.

What will be the net increase in dwellinghouses:

Note that this figure should be the number of dwellinghouses proposed by the development that is additional to the number of dwellinghouses on the site immediately prior to the development.

Please provide details of any transport and highways impacts and how these will be mitigated:

The application is supported by a Transport Statement. The TS sets out that proposed development is in accordance with car and cycle parking standards and will make provision for 68 car parking spaces and 117 covered and secure cycle spaces. This is consistent with the previously consented proposal.

The TS includes trip generation analysis (using the TRICS database) which demonstrates that the proposed use would generate significantly less traffic than the existing office use resulting in a reduction in the impact on the local highway network.

As the swept path analysis demonstrates refuse vehicles will be able to access the site in a forward gear, service the bin store and then egress in a forward gear.

Accordingly, the TS concludes that there are no transport or highways reasons for refusing the application. It is further confirmed that the applicant (and current owner) will provide a unilateral undertaking pursuant to S106 of the Town & Country Planning Act securing obligations consistent with application ref: 73398/APP/2020/3589.

5. Description of Proposed Works, Impacts and Risks (continued)

Please provide details of any contamination risks and how these will be mitigated:

Consistent with the approval under 73398/APP/2020/3589, this application is supported by a Phase 1 Environmental Assessment which considered there to be a low risk of new contaminant pathways being created by the change of use. However, it is noted that the previous approval is the subject of a contamination-related condition requiring a remediation scheme and it is therefore assumed, on the basis that there has been no change in circumstances, LB Hillingdon will adopt a similar approach.

Please provide details of any flooding risks and how these will be mitigated.

A flood risk assessment should accompany the application where the site:

- is in Flood Zones 2 or 3 (Check online: <https://flood-map-for-planning.service.gov.uk/>); or
- is in an area with critical drainage problems (Check with the Local Planning Authority, it will have been notified of such areas by the Environment Agency).

The application is supported by a Flood Risk Assessment (FRA) which notes that the site is in Flood Zone 1 and is anticipated to remain so throughout the lifetime of the development. The FRA concludes that there are no flood risk related grounds to prevent the change of use. This is consistent with LB Hillingdon's assessment of application ref: 73998/APP/2020/3589.

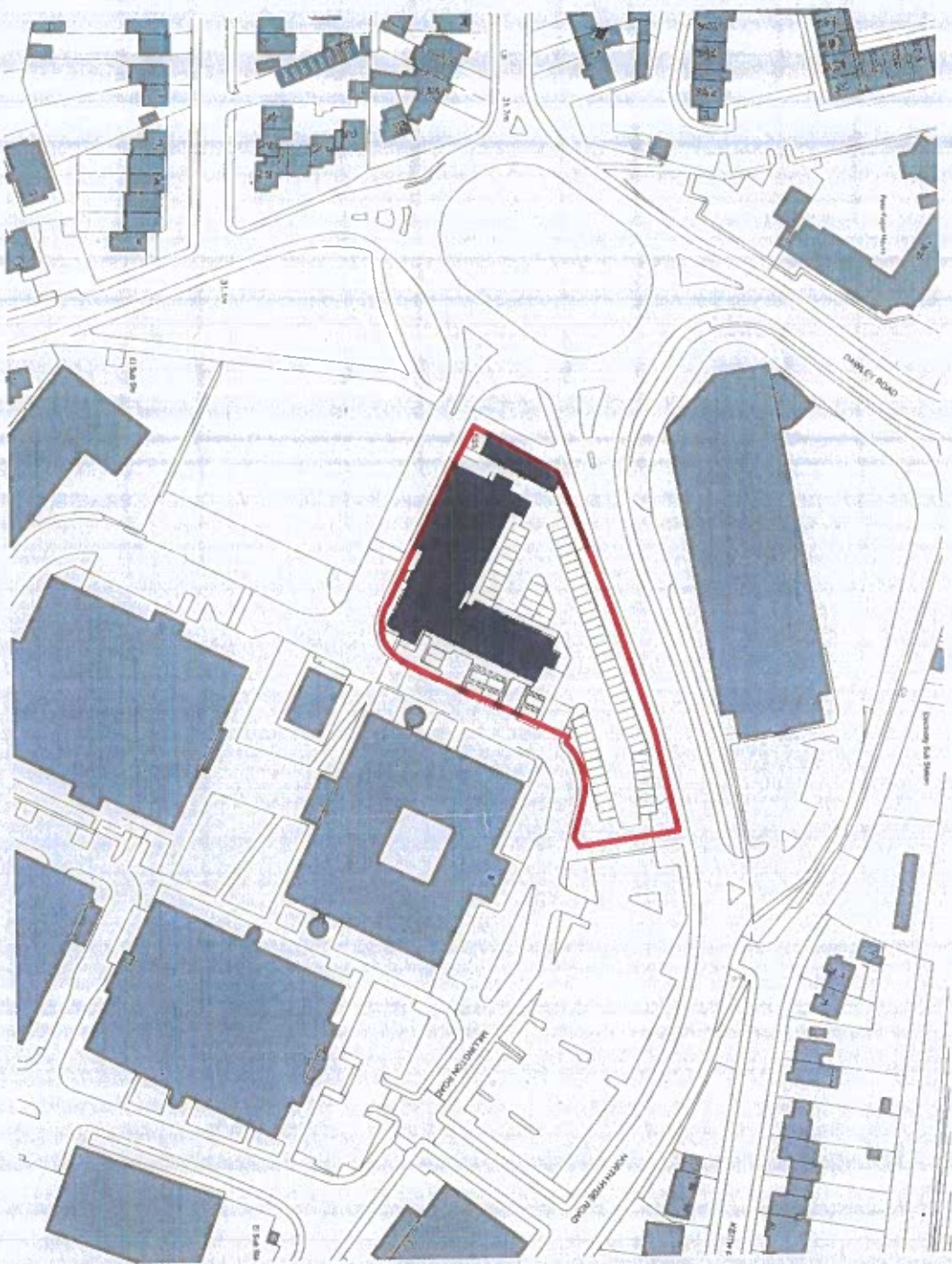
Please provide details of the impacts of noise from commercial premises on the intended occupiers of the development and how this will be mitigated:

Note that 'commercial premises' means any premises normally used for the purpose of any commercial or industrial undertaking which existed on the date this application including any licensed premises or any other place of public entertainment.

Consistent with application ref: 73998/APP/2020/3589, this application is supported by an Acoustic Report (22 October 2020) and a Supplemental Acoustic Report (4 December 2020) which demonstrates that there are no grounds for refusing the change of use on the account of noise impact from commercial premises. It is further noted that the previous approval was subject to noise related conditions and it is anticipated that a planning application will be made for external works including replacement of the windows.

APPENDIX 2

PLAN



Location Plan
1:1250

Notes

All information must not be used for reproduction for taking and checking dimensions.

All construction information should be taken from signed drawings only and not from any other source. The drawings are the property of the client and must be brought to the attention of the engineering office.

The drawings are the work of the client and the copyright of the client.

The drawings are prepared for the specific project stage in the Drawing Stage and are not intended to be used for any other purpose. Whilst all reasonable efforts have been made to ensure the accuracy of the drawings, the client is responsible for any errors or omissions in the drawings. The client is responsible for any errors or omissions in the drawings.

SK
AK

Rev	Date	Description	Drawn	Check
P1	23.04.11	Issue for final approval	AK	SK

Drawing Status
Prior Approval

Client
Shaviram Hyde Ltd

SHAVIRAM GROUP

First Floor Office
1048 JTP DR XP A 0000
London, UK
Tel: 020 201 1234

Hyde Park, Hayes

Location Plan

Scale 1:1250 Job Ref: 1048
Drawing No: DR XP A 0000 Revision: P1
Scale Bar
0 10 20 30 m
Sheet Code
1048 JTP DR XP A 0000 Location Plan P1

APPENDIX 3

DRAFT PRIOR APPROVAL DECISION

DRAFT

Mr Daniel Rose
D. Rose Planning Llp
19-20 Bourne Court
Southend Road
Woodford Green Essex IG8 8HD

Application Ref: 72360/APP/2021/1709

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 from offices (Class B1a) to 113 flats (88 x 1 person; 20 x 1 bed, 2 person and 5 x 2 bed, 3 person units) (Class C3) (Application for Prior Approval under Schedule 2, Part 3, Class O of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended)).

Location of development: Hph 3 Millington Road Hayes

Date of application: 29 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: 14 July 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: 72360/APP/2021/1709

SCHEDULE OF CONDITIONS

- 1 . The proposed development constitutes permitted development by virtue of the provisions of Schedule 2, Part 3, Class O of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended), as the Council has assessed the impacts of the proposal and considers that there would be no unacceptable impacts with regard to (a) transport and highways impacts of the development, (b) contamination risks on the site, (c) flooding risks on the site, (d) impacts of noise from commercial premises on the intended occupiers of the development and section (e) the provision of natural daylight/sunlight for all habitable rooms and (f) the units satisfy National floor space standards.

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

DR_PS_A_1300 Rev. P1
DR_SP_A_1000 Rev. P1
DR_PP_A_1100 Rev. P4
DR_PP_A_1101 Rev. P3
DR_PP_A_1102 Rev. P3
DR_PP_A_1103 Rev. P3
DR_PP_A_1104 Rev. P3
DR_PP_A_1105 Rev. P3
DR_PP_A_1106 Rev. P3

and shall thereafter be retained/maintained for as long as the development remains in existence.

REASON

To ensure the development complies with the provisions Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 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:

Transport Statement, April 2021
Daylight and Sunlight Assessment, April 2021
Phase 1 Environmental Assessment, dated 22/10/20
Flood Risk Assessment, dated 22/10/20
Acoustic Report Version A, dated 22/10/20
Supplemental Acoustic Report, dated 4/12/20

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 D6, D14, SI 12 and T4 of the London Plan (March 2021) and Policies DMT 1, DMT 2, DMEI 9, DMEI 12 and DMHB 11 of the Hillingdon Local Plan: Part 2 (January 2020).

SCHEDULE OF CONDITIONS

- 4 . (i) The development 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 the 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 all of the following measures unless the LPA dispenses with any such requirement specifically and in writing:
- (a) A supplementary site investigation, including where relevant soil, soil gas, surface and groundwater sampling, together with the results of updated analyses and risk assessment shall be carried out by a suitably qualified and accredited consultant/contractor. The report should also clearly identify all risks, limitations and recommendations for remedial measures to make the site suitable for the proposed change use involving new receptor groups; 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 of each phase, 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.

SCHEDULE OF CONDITIONS

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

REASON

To ensure the development accords with the requirements of Policy DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012) and Policy D14 of the London Plan (March 2021).

- 6 . Prior to commencement of the development, a revised noise assessment shall be submitted to the local planning authority which provides a conclusive assessment of the worst affected facade of the building. The report should assess whether appropriate mitigation is required by way of the installation of secondary glazing. The recommendations of the report shall be implemented prior to the first occupation of the development and retained/maintained for the life of the development.

REASON

To ensure the development accords with the requirements of Policy DMHB 11 of the Hillingdon Local Plan: Part 2 - Development Management Policies (January 2020), Policy EM8 of the Hillingdon Local Plan: Part 1 - Strategic Policies (November 2012) and Policy D14 of the London Plan (March 2021).

- 7 . Prior to occupation of the development, a Parking Allocation Plan relating to the 68 car parking spaces shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the 68 car parking spaces shall be for residential use of the flats hereby approved and as agreed within the Parking Allocation Plan approved by the Local Planning Authority.

REASON

To ensure availability and management of parking, in accordance with policies DMT1, DMT 2 and DMT 6 of the Hillingdon Local Plan: Part 2 - Development Management Policies (2020), policies T6.1 of the London Plan (March 2021).

- 8 . Prior to the occupation of the units, 14 car parking spaces shall be provided with electric charging points, with the remainder of the spaces having passive for provision in the future as and when demand is generated by the building's occupiers.

REASON

To ensure that the scheme accords with Policies T6 and T6.1 of the London Plan (March 2021).

SCHEDULE OF CONDITIONS

- 9 . No piling shall take place until a piling method statement (detailing the depth and type of piling to be undertaken and the methodology by which such piling will be carried out, including measures to prevent and minimise the potential for damage to subsurface sewerage infrastructure, and the programme for the works) has been submitted to and approved in writing by the local planning authority in consultation with Thames Water. Any piling must be undertaken in accordance with the terms of the approved piling method statement.

REASON

The proposed works will be in close proximity to underground sewerage utility infrastructure and piling has the potential to significantly impact / cause failure of local underground sewerage utility infrastructure which needs to be safeguarded in accordance with Policy SI 5 of the London Plan (March 2021).

- 10 . 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 Hard Landscaping

1.a Refuse Storage

1.b Cycle Storage

1.c Means of enclosure/boundary treatments

1.d Car Parking Layouts (including 68 car parking spaces and 117 covered and secure cycle parking spaces and 3 motorcycle spaces, including demonstration that the 3 motorcycle spaces will have anchor points)

1.e Hard Surfacing Materials

1.f External Lighting

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, DMT 2, DMT 5 and DMT 6 of the Hillingdon Local Plan Part 2 (2020).

INFORMATIVES:

- 1 . 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.
- 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

SCHEDULE OF CONDITIONS

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.

- 3 . A Groundwater Risk Management Permit from Thames Water will be required for discharging groundwater into a public sewer. Any discharge made without a permit is deemed illegal and may result in prosecution under the provisions of the Water Industry Act 1991. We would expect the developer to demonstrate what measures he will undertake to minimise groundwater discharges into the public sewer. Permit enquiries should be directed to Thames Water's Risk Management Team by telephoning 020 3577 9483 or by emailing trade.effluent@thameswater.co.uk . Application forms should be completed on line via <https://gbr01.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.thameswater.co.uk%2F&data=04%7C01%7C%7Cb32761ffcbed43f02a9608d9153c0d51%7Caaacbb679c38148fbb320f9d581ee948f%7C0%7C0%7C637564169924237686%7CUnknown%7CTWFPbGZsb3d8eyJWljoIMC4wLjAwMDAiLCJQIjoiV2luMzliLCJBTiI6Ik1haWwiLCJXVCi6Mn0%3D%7C1000&sdata=Fgd3v3m0RLo7vmZ%2BP5WP9WtwTYNN44ltztDOqXVRVd0%3D&reserved=0> . Please refer to the Wholesale; Business customers; Groundwater discharges section.

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.: 72360/APP/2021/1709

SCHEDULE OF PLANS

DR_XP_A_0000 Rev. P1 - received 29 Apr 2021
DR_XP_A_0010 Rev. P1 - received 29 Apr 2021
DR_XP_A_0011 Rev. P1 - received 29 Apr 2021
DR_XP_A_0012 Rev. P1 - received 29 Apr 2021
DR_XP_A_0013 Rev. P1 - received 29 Apr 2021
DR_XP_A_0014 Rev. P1 - received 29 Apr 2021
DR_XP_A_0015 Rev. P1 - received 29 Apr 2021
DR_XP_A_0016 Rev. P1 - received 29 Apr 2021
DR_XS_A_0200 Rev. P1 - received 29 Apr 2021
Supplemental Acoustic Report, dated 4/12/20 - received 29 Apr 2021
DR_PS_A_1300 Rev. P1 - received 29 Apr 2021
DR_SP_A_1000 Rev. P1 - received 29 Apr 2021
DR_PP_A_1100 Rev. P4 - received 10 Jun 2021
DR_PP_A_1101 Rev. P3 - received 09 Jun 2021
DR_PP_A_1102 Rev. P3 - received 09 Jun 2021
DR_PP_A_1103 Rev. P3 - received 09 Jun 2021
DR_PP_A_1104 Rev. P3 - received 09 Jun 2021
DR_PP_A_1105 Rev. P3 - received 09 Jun 2021
DR_PP_A_1106 Rev. P3 - received 09 Jun 2021
DR_SC_A_1400 Rev. P1 (Proposed Accommodation Schedule) - received 29 Apr 2021
Transport Statement, April 2021 - received 29 Apr 2021
Daylight and Sunlight Assessment, April 2021 - received 29 Apr 2021
Phase 1 Environmental Assessment, dated 22/10/20 - received 29 Apr 2021
Flood Risk Assessment, dated 22/10/20 - received 29 Apr 2021
Acoustic Report Version A, dated 22/10/20 - received 29 Apr 2021

Executed as a Deed by
SHAVIRAM HYDE LIMITED acting
by a director in the presence of:



.....
Witness

Name of witness:

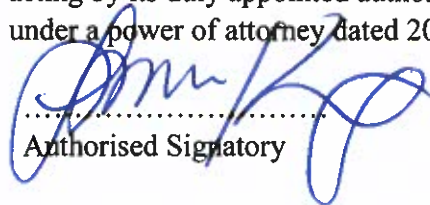
Address of witness:

Occupation of witness:

MICHEL POLLAK
Bude Nathan Iwanier LLP
1-2 Temple Fortune Parade
Bridge Lane London NW11 0QN
SOLICITOR

)
)
)
)
)
.....
Director

Executed as a Deed by
INVESTEC BANK PLC
acting by its duly appointed authorised signatories
under a power of attorney dated 20 May 2019 as follows:



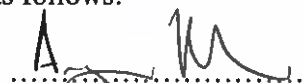
.....
Authorised Signatory

in the presence of:



.....
Witness

Full Name: George Parry
Address: 30 Gresham St.
Occupation: Banker



.....
Authorised Signatory

in the presence of:



.....
Witness

Full Name: George Parry
Address: 30 Gresham St
Occupation: Banker

