

Date

22nd June 2023

LMO Overseas Investments Limited

and

Santander UK plc

UNILATERAL UNDERTAKING

**Made under Section 106 of the Town & Country Planning Act
1990 (as amended) relating to:-**

**Land at Units 6 & 7 Orbital Industrial Estate, Horton Road, West
Drayton, Middlesex, UB7 8JD**

IN FAVOUR OF LONDON BOROUGH OF HILLINGDON

This **UNILATERAL UNDERTAKING** is made on the 22 day of June two thousand and ~~three~~^{twenty} by:-

1.0 LMO Overseas Investments Limited ('the Owner') of 25 Commercial Street, St Helier, Jersey JE2 3RU and

1.2 Santander UK plc (Company Registration number 2294747) of Santander International, PO Box 454, 19-21 Commercial Street, St Helier, Jersey JE4 8XG ('the Lender')

2.0 **TO London Borough of Hillingdon** of Civic Centre, High Street, Uxbridge, UB8 1UW ('the Council')

3.0 **RECITALS**

3.1 This **UNILATERAL UNDERTAKING** relates to land at Units 6 and 7 Orbital Industrial Estate, Horton Road, West Drayton, Middlesex, UB7 8JD in the London Borough of Hillingdon edged red on the attached Plan A ('the Land')

3.2 The Owner is the freehold owner of the Land registered with the title absolute under title number AGL52907

3.3 The Council is the Local Planning Authority by whom the obligations contained in this Deed are enforceable

3.4 The Lender has charges over the Land dated 27 March 2018 and 24 March 2023

3.5 The Owner has made the Planning Application to the Council

3.6 The Council has not yet determined the Planning Application and the Owner enters into this **UNDERTAKING** the obligations of which are only enforceable following a grant of the Planning Permission (see Definitions) for the Development

4.0 **DEFINITIONS**

the Act means the Town and Country Planning Act 1990 as amended

Development means the development of the Land as described in the Planning Application and in accordance with the Planning Permission

Commencement Development and Commencement Date of means the carrying out of any material operation as defined by Section 56(4) of the Act in connection with Development and specifically the use of the Units for either Class B2 or B8 purposes. "Commence" and "Commenced" shall be construed accordingly

"Commencement Notice" means the notice served pursuant to clause 2.5. of Schedule 1 hereto a copy of which is attached to this Deed in Schedule 2

Air Quality Contribution	Offset	means the total sum of £8,330.00 (Index Linked) or in relation to the use of either Unit 6 or Unit 7 for either Class B2 or Class B8 uses the sum of £4,165.00 per unit (Index Linked) to be paid to the Council as a contribution towards off-site measures to reduce the impacts of poor air quality and mitigate the impacts of the Development on the Air Quality Management Area.
Index		means the Retail Price Index
Index Linked		means an increase to the sum to be paid which is calculated by applying to that sum the percentage increase (if any) in the Index between the date of this Undertaking and the date of payment
Interest Rate		means the rate of 4% above Base Rate of the National Westminster Bank PLC from time to time being charged from the date of demand until payment is made
Land		means the land situated at Units 6 and 7 Orbital Industrial Estate, Horton Road, West Drayton, Middlesex UB7 8JD shown edged red on the plan attached
Monitoring Fee		means the sum of £416.50 (four hundred and sixteen pounds and fifty pence) in respect of the monitoring of compliance with the terms of this Deed by the Planning Obligations Monitoring Officer;
Planning Application		means the application for planning permission submitted to the Council for the Development and given reference number 72906/APP/2022/2555
Planning Monitoring Officer	Obligations	means the officer employed by the Council who is designated from time to time with the monitoring functions in relation to planning obligations under Section 106 of the 1990 Act
Planning Permission		means planning permission to be granted by the Council pursuant to the planning application or by the Secretary of State on appeal.
Reserved Matters		means those matters remaining to be approved by the Council in relation to the Planning Permission pursuant to Article 6 of The Town and Country Planning

Air Quality Management Area means the Land

5.0 INTERPRETATION

- 5.1 Nothing in this Undertaking shall be or shall be construed to be a fetter or restriction on the proper exercise at any time by the Council of any of its statutory powers functions or discretions in relation the Land or otherwise
- 5.2 Words imposing an obligation on a party to do any act whatsoever include an obligation to procure that act and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of that restriction
- 5.3 Words imparting the singular meaning shall unless the context otherwise requires include the plural and vice versa and where there is more than one covenantor all obligations of such covenantors shall be joint and several
- 5.4 The masculine feminine and neuter genders include each of the other genders and words denoting persons shall include corporations and vice versa
- 5.5 A reference to any Clause or Schedule (or any part of them) is unless the context otherwise requires a reference to a Clause or Schedule (or any part of them) contained in this Undertaking
- 5.6 A reference to an Act of Parliament or Statutory Instrument refers to the Act or Statutory Instrument as it applies at the date of this Undertaking SAVE THAT in the event any such Act or Statutory Instrument is consolidated amended or re-enacted then any reference to such Act or Statutory Instrument refers to that Act or Statutory Instrument as consolidated amended or re-enacted from time to time
- 5.7 References to any party in this Undertaking shall include the successors in title and assigns of that party and in the case of the Council includes any successor local planning authority exercising planning powers under the Act
- 5.8 The provisions of the Schedule shall be deemed imported into the operative parts of this Undertaking

6.0 THE OWNER UNDERTAKE AS FOLLOWS: -

- 6.1 This Undertaking is made pursuant to Section 106 of the Act and all other enabling powers and any enactments replacing or superseding the same with the intent to bind the Owner's interests in the Land and with the intent that the obligations herein contained shall be planning obligations
- 6.2 The planning obligations contained in Schedule 1 are enforceable by the Council
- 6.3 Nothing in this Undertaking is or amounts to or shall be construed as a Planning Permission or approval

- 6.4 The Owner (with the concurrence of the Mortgagee) hereby covenants with the Council to observe and perform the restrictions stipulations and requirements specified in this Undertaking and in Schedule 1
- 6.5 The Lender hereby consents to the execution of the Undertaking and acknowledges that subject as herein provided the Land shall be bound by the restrictions and obligations contained in Schedule 1 save that the Lender shall not be liable for any breach of the obligations in this deed committed or continuing at a time when they are not in possession of all or any part of the Land
- 6.6 The Owner recognises that this planning obligation is a Local Land Charge and registerable as such in the Register of Local Land Charges maintained by the Council
- 6.7 For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Undertaking shall confer on any third party (other than the Council) any right to enforce or any benefit of any term of this Undertaking
- 6.8 If the Planning Permission should expire (without being renewed or extended) before the Development is Commenced or shall at any time be revoked this Undertaking shall forthwith determine and cease to have effect
- 6.9 Where in this Undertaking the Owner is required to comply with any requirement prior to first occupation the Owner shall not First Occupy nor permit any other person to Occupy any of the Dwellings before the said requirement has been satisfied
- 6.10 For the purposes of the obligation the Owner shall be deemed to have Commenced the Development pursuant to the Planning Permission if they Commence works referable to the Development amounting to a material operation as defined in Section 56(4) of the Act (not being works for which planning permission is not required) on the Land whether or not: -
- (i) the Planning Permission has been issued;
 - (ii) the Owner has satisfied all conditions precedent to commencement set out in the Planning Permission; or
 - (iii) those works are in accordance with the Planning Permission
- 6.11 It is acknowledged that: -
- (i) the obligations contained in this Undertaking shall take effect upon the commencement of either the Class B2 or Class B8 uses approved under the planning permission.
 - (ii) no person shall be liable for breach of an obligation or covenant contained in this Undertaking after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of an obligation or covenant prior to parting with such interest

7.0 FURTHER PERMISSION

- 7.1 In the event that an application is made pursuant to Section 73 of the 1990 Act for an amendment to the Planning Permission and planning permission is granted in respect of the application (and the Council is satisfied in its absolute

discretion that no revised planning obligations are required as a result of such amendment) references to Planning Permission in this Agreement shall be to both the Planning Permission and any new planning permission granted pursuant to Section 73 of the 1990 Act and this Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the 1990 Act.

SCHEDULE 1

MONITORING FEE

1. To pay the Monitoring Fee to the Council upon the Commencement of Development and not to Commence the Development without having first paid the Monitoring Fee to the Council.

AIR QUALITY MITIGATION CONTRIBUTION

- 2 The Owner for themselves and their successors in title to the Land covenant as follows:
 - 2.1 Not to cause or permit first occupation of the Development (either Unit 6 or Unit 7) by either a Class B2 or B8 users until the Air Quality Mitigation Contribution has first been paid to the Council in respect of the Land or the relevant unit.
 - 2.2 In the event that only one of the units (either Unit 6 or Unit 7) is occupied for Class B2 or B8 use, then the contribution will be the relevant Air Quality Offset Contribution.
 - 2.3 In the event that both units are occupied for Class B2 or B8 uses then the contribution will be the relevant Air Quality Offset Contribution.
 - 2.4 In the event that both units are occupied for Class Eg(iii) uses then the contribution is not required.
- 3 In the event of the Owner failing to settle any account or accounts that may be properly and duly rendered to the Owner within fourteen days of despatch to the Owner the sum due shall accrue interest at the Interest Rate.
- 4 The Owner shall notify the Council in writing utilising a completed Commencement Notice within 14 days of the following events of the earlier of:
 - 4.1 The first occupation of the Land for B2 or B8 purposes
 - 4.2 The first occupation of the first unit for B2 or B8 purposes; or
 - 4.3 The first occupation of the second unit for B2 or B8 purposes

SCHEDULE 2

Annex 1

Commencement Notice

To : London Borough of Hillingdon, Planning Obligations Monitoring Officer,

Planning application number:-

72906/APP/2022/2555 [to be completed in full]

Section 106 dated: _____ [to be completed in full]

Development Site Address: Units 6 and 7 Orbital Industrial Estate, Hornton Road, West Drayton, Middlesex, UB7 8JD

_____ [to be completed in full]

In accordance with the terms of the above section 106 Agreement, I GIVE YOU NOTICE that the following event has been reached (please complete as appropriate)

(1) this notification should be sent at no later than 14 after the commencement of either B2 or B8 uses on the development site as required under Clause 2.5 of the Section 106 Agreement

The use commenced on the Development Site
on _____ [insert date]

The Occupation of the first Unit occurred
on _____ [insert date]

(where both units are occupied for B2 and B8 uses) The Occupation of 100% of the units occurred
on _____ [insert date]

The transfer of the ownership of all or part of the Owners interest in the Land (excluding the transfer of an interest in an individual Dwelling) occurred
on _____ [insert date]

From :

Company :

Address (required for invoicing):

Email address:

Please send this notification to:


By email: (preferred option)

By post:

IN WITNESS of which this Undertaking has been duly executed as a Deed on the date and year first before written

Executed as a deed by **LMO OVERSEAS INVESTMENTS LIMITED** a company incorporated in Jersey by [**B MCCANNY**] and [**A CLARKE**] being persons who, in accordance with the laws of that territory are acting under the authority of the company.

} 

Authorised Signatory


Authorised Signatory

EXECUTED as a DEED by)

SANTANDER UK PLC)

acting by :)

Authorised Signatory **ANDREAS NICOLAOU**
DIRECTOR

Authorised Signatory **ROSS HORNE**
DIRECTOR





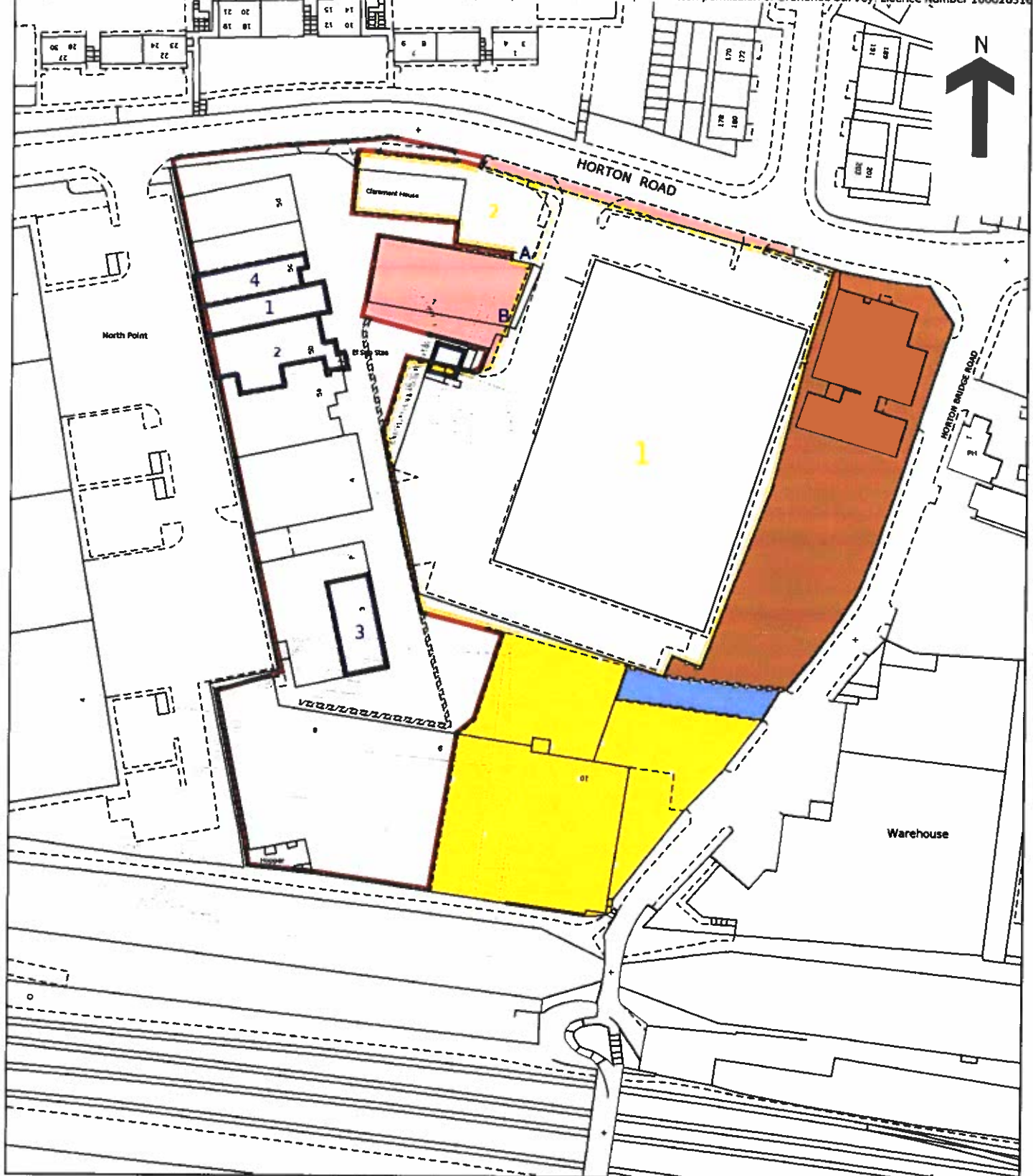
HM Land Registry
Official copy of
title plan

Title number **AGL52907**
Ordnance Survey map reference **TQ0680SE**
Scale **1:1250**
Administrative area **Hillingdon**



Plan A

© Crown Copyright. Produced by HM Land Registry. Reproduction in whole or in part is prohibited without the prior written permission of Ordnance Survey, Licence Number 100026316



This official copy is incomplete without the preceding notes page.