

Dated 7 May ²⁰²⁰
~~2019~~

OLD OAK AND PARK ROYAL
DEVELOPMENT CORPORATION

(1)

AND

NETWORK HOMES LIMITED

(2)

Second DEED OF VARIATION OF A SECTION
106 AGREEMENT

under section 106A of the Town and Country
Planning Act 1990 and all other powers
enabling relating to land known as Land East of
Victoria Centre, Acton Lane, London

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THIS DEED is made on

7 May

2020
2019

BETWEEN:

- (1) **OLD OAK AND PARK ROYAL DEVELOPMENT CORPORATION** of City Hall, The Queen's Walk, More London Riverside, London SE1 2AA (the "**OPDC**");
- (2) **NETWORK HOMES LIMITED** a cooperative and community benefit company registered in England and Wales whose registered office is at Olympic Centre, 8 Fulton Road, Wembley, Middlesex HA9 0NU (the "**Owner**");

Together known as the "**Parties**".

RECITALS

- (A) By virtue of The Old Oak and Park Royal Development Corporation (Planning Functions) Order 2015, the OPDC is the local planning authority for the area in which the Site is located for the purposes of Part 3 of the 1990 Act and is the local planning authority by whom the obligations contained in this Deed are enforceable.
- (B) The Owner is entitled to be the registered owner of the freehold interest in the Site with title absolute under title number NGL889701 (that registration currently with the Land Registry).
- (C) OPDC granted the Planning Permission for the Development pursuant to the Planning Application.
- (D) An agreement was made in respect of the Site under s.106 of the 1990 Act dated 23 July 2019 (the "**Section 106 Agreement**") subsequently varied by a deed of variation dated the 1 August 2019 (the "**First Deed of Variation**"),
- (E) The Parties have agreed to vary the terms of the Section 106 Agreement (as varied by the First Deed of Variation) in the manner contained in this Deed.

THE PARTIES AGREE AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATION

- 1.1 References in this Deed to any of the parties shall include reference to its successors in title and assigns and to persons claiming through or under it in relation to all or any part of the Site save where the context otherwise requires.
- 1.2 References to the OPDC shall include reference to any successor body exercising any of the powers currently vested in the OPDC in relation to this Deed.
- 1.3 Words including the singular meaning where the context so admits include the plural meaning and vice versa.
- 1.4 Words of the masculine gender include the feminine and neuter genders and words denoting natural persons include companies and other corporate bodies and also firms and all such words shall be construed interchangeably in that manner.
- 1.5 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction (including for the avoidance of doubt any obligation preventing or restricting Commencement or Occupation) include an obligation not to cause, permit, suffer or allow infringement of the restriction.
- 1.6 Any reference to a statute or a provision thereof or a statutory instrument or a provision thereof shall include any modification, extension or re-enactment thereof for the time being in force (including for the avoidance of doubt any modification, extension or re-enactment made prior to the date of this Deed) and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given thereunder or deriving validity therefrom.
- 1.7 The word "including" means including without limitation or prejudice to the generality of any description defining term or phrase preceding that word and the word "include" and its derivatives shall be construed accordingly.

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1.8 The clause and paragraph headings in the body of this Deed and in the schedules hereto do not form part of this Deed and shall not be taken into account in its construction or interpretation.

1.9 References to the Site include any part of it.

1.10 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise

2 LEGAL BASIS

2.1 This Deed is made pursuant to:

- (a) sections 106 and 106A of the 1990 Act;
- (b) sections 1 and 201 of the 2011 Act; and
- (c) all other powers so enabling.

2.2 The OPDC is the local planning authority having the power to enforce the planning obligations contained in this Deed.

3 NATURE OF OBLIGATIONS

3.1 The obligations, covenants and undertakings on the part of the Owner in this Deed are planning obligations insofar as they are capable of being lawfully made pursuant to and for the purpose of section 106 of the 1990 Act and are given so as to bind the Owner's interest in the Site and with the intent that they shall be enforceable by the OPDC not only against the Owner but also against any successors in title to or assigns of or transferees of the Owner and/or any person claiming through or under the Owner an interest or estate in the Site as if that person had been an original covenanting party and insofar as any such obligations, covenants or undertakings are not capable of falling within section 106 of the 1990 Act the

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same are entered into as obligations, covenants or undertakings in pursuance of any other such enabling power.

- 3.2 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the OPDC of any of its statutory powers, functions or discretions.

4 VARIATION TO THE SECTION 106 AGREEMENT

- 4.1 The Section 106 Agreement shall be varied in the manner set out below.

- 4.2 Plans 2a and 2b contained in the Section 106 Agreement shall be removed from the Section 106 Agreement and replaced with the plans attached to this Deed at Schedule 1.

- 4.3 The definition of Affordable Housing Tenure Split shall be revised to refer in sub-clause (b) to ~~27~~ units being provided as London Shared Ownership Housing

28

- 4.4 The definition of Affordable Housing Units shall be revised to refer to the provision of ~~35~~ Residential Units

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- 4.5 The definition of London Shared Ownership Housing Units shall be revised to refer to the provision of ~~27~~ Affordable Housing Units

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- 4.6 Paragraph 2.8 of Schedule Three of the Section 106 Agreement shall be replaced with the following:

2.8 The Owner shall unless otherwise agreed in writing by OPDC:

- a. Provide the London Affordable Rented Housing Units in the location shown on Plans 2a and 2b in accordance with the following unit size mix:

Unit Size	Number of Units
3bed, 4 person	8

- b. provide the Shared Ownership Housing Units in the locations shown on Plans 2a and 2b in accordance with the following unit size mix:

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Unit Size	Number of Units
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1 bed, 2 person	8
-----------------	---

1 bed, 2 person duplex	2
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2 bed, 3 person	45
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2 bed, 4 person	8
-----------------	---

3 bed, 4 person	3
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3 bed, 5 person	2
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4.7 Paragraph 3.4 of Schedule Three of the Section 106 Agreement shall be revised as follows:

4.7.1 In paragraph 3.4(b) the reference to paragraph 3.66 will be removed and replaced with paragraph 3.6(b).

4.7.2 In paragraph 3.4(c) the reference to paragraph 3.66 will be removed and replaced with paragraph 3.6(b).

unless such locations are varied by an Additional Affordable Housing Scheme in which case the Affordable Housing Units shall be provided in the locations shown on Plans 2a and 2b as varied by the Additional Affordable Housing Scheme

4.7.3 In paragraph 3.4(c) the reference to paragraph 3.4d3.4d will be removed and replaced with paragraph 3.4(d).

5 REGISTRATION

5.1 The OPDC shall request registration of this Deed as a Local Land Charge by the Borough or its respective successor in statutory function.

6 GOVERNING LAW

This Deed and any dispute, controversy, proceedings or claims of whatever nature arising out of or in any way relating to this Deed or its formation (including any non-contractual disputes or claims) shall be governed and construed in accordance with English law.

7 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

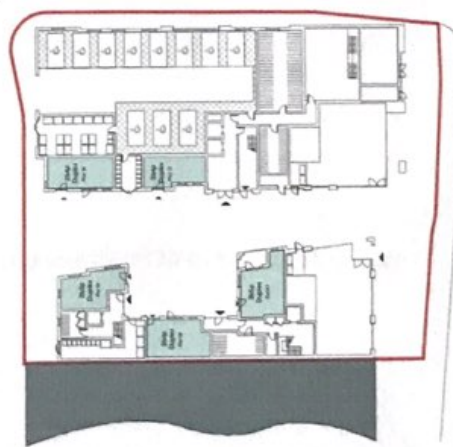
Any person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

IN WITNESS whereof this Deed has been executed as a deed and delivered on the date first above written.

SCHEDULE 1

REPLACEMENT PLANs 2a and 2b

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Key

- London Affordable Rent
- Intermediate
- Private



PLANNING
HOLLYBROOK

ARTIP
 Architects & Building Surveyors
 300-3000, County Road 1000, Suite G1 400
 (505) 300-4144 • (505) 300-4141

~~The common seal of~~

Executed as a deed by
OLD OAK AND PARK ROYAL
DEVELOPMENT CORPORATION ^{acting} was

by:
affixed in the presence of:-

TEL Legal

White
LAURA WHITE
(Independent witness)

~~Authorised Signatory~~

) *GKandhu*

) JASBIR KAUR SANOHI
(authorised signatory)



Executed as a deed by the affixation of)
the common seal of NETWORK HOMES)
LIMITED acting by:)

[Signature]
Authorised Signatory

[Signature]
Authorised Signatory

