

DATED 26 November 2024

- (1) LONDON LEGACY DEVELOPMENT CORPORATION
- (2) BELLWAY HOMES LIMITED

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**DEED OF VARIATION**

Under Section 106 and Section 106A of the Town and Country Planning Act 1990 and other powers in relation to land known as Legacy Wharf Phase 2, Barbers Road, Pudding Mill, London E15 2PW

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## CONTENTS

1	DEFINITIONS	1
2	EFFECT OF THIS AGREEMENT	2
3	CONDITIONALITY	3
4	AMENDMENTS TO THE PRINCIPAL DEED	3
5	NO WAIVER	5
6	CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	5
7	THE LPA'S COSTS	5
8	JURISDICTION AND LEGAL EFFECT	5
9	EXECUTION AND DELIVERY	6

THIS DEED OF VARIATION is made on the 26<sup>th</sup> day of November 2024

**BETWEEN:**

- (1) **LONDON LEGACY DEVELOPMENT CORPORATION** of Level 9, 5 Endeavour Square, Stratford, London E20 1JN (the **LPA**); and
- (2) **BELLWAY HOMES LIMITED** (Company Registration Number: 670176) of Woolsington House, Woolsington, Newcastle Upon Tyne, England, NE13 8BF (the **Owner**).

**BACKGROUND:**

- (A) The LPA exercises the functions of the local planning authority for the Site pursuant to the London Legacy Development (Planning Functions) Order 2012 and is the local planning authority by whom the obligations contained in the Principal Deed are enforceable.
- (B) The Owner has a freehold interest in the Site registered at the Land Registry with Title Numbers NGL47587 and EGL220827.
- (C) On 28 November 2022 the Planning Permission was granted by the LPA.
- (D) This Deed is made pursuant to S106 and S106A of the 1990 Act and varies the Principal Deed.

**IT IS AGREED** as follows:

**1 DEFINITIONS**

1.1 All words and phrases defined in the Principal Deed shall have the same meaning in this Deed unless otherwise specified or amended in this Deed.

1.2 In this Deed:

**Deed** means this Deed of Variation

**Principal Deed** means the Section 106 Agreement dated 28 November 2022 and made between (1) the LPA and (2) the Owner

1.3 In this Deed: -

1.3.1 references to any statute or statutory provision include references to:-

- (a) all Acts of Parliament and all other legislation having legal effect in the England as enacted at the date of this Agreement;
- (b) any orders, regulations, instruments or other subordinate legislation made or issued under that statute or statutory provision; and

- (c) in each case shall include any re-enactment thereof for the time being in force and any modifications or amendments thereof for the time being in force;
  - 1.3.2 headings and the table of contents are for reference purposes only and are not incorporated into this Deed and shall not be deemed to be an indication of the meaning of the parts of the Deed to which they relate;
  - 1.3.3 references to the Site (except where the context otherwise requires) include any part of it;
  - 1.3.4 references to the LPA comprise the London Legacy Development Corporation in its capacity as local planning authority and include its successors to the functions of the LPA;
  - 1.3.5 references to the Owner in this Agreement include references to:-
    - (a) persons deriving title from the Owner; and
    - (b) the Owner's successors, assigns, transferees;
  - 1.3.6 references to the LPA include its successor bodies in function;
  - 1.3.7 "including" means "including without limitation";
  - 1.3.8 unless otherwise indicated, references to the singular include the plural and references to the plural include the singular and words importing any gender include every gender;
- 1.4 The Interpretation Act 1978 shall apply to this Deed.
- 1.5 If any provision of this Deed is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed shall (if and to the extent that it may properly and lawfully be construed as such) be unaffected.

## **2 EFFECT OF THIS AGREEMENT**

- 2.1 This Deed is made pursuant to section 106 and section 106A of the 1990 Act and varies the Principal Deed.
- 2.2 Except as varied by this Deed all the covenants terms and conditions contained in the Principal Deed shall remain in full force and effect.
- 2.3 Save to the extent that the same would be lawful nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the LPA of any of its statutory powers functions or discretions.