

Appendix 2

DRAFT UNILATERAL UNDERTAKING

. DATED

2025

LITHIUM PROPERTIES LIMITED

AND

CYNERGY BANK PLC

TO

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY UNILATERAL UNDERTAKING

117 PINNER ROAD, NORTHWOOD, HA6 1DA

Planning Number: 12055/APP/2022/2069

THIS PLANNING OBLIGATION BY UNILATERAL UNDERTAKING is dated the
day of 2025

And is **GIVEN BY:**

- (1) **LITHIUM PROPERTIES LIMITED** (CRN: 10111641) whose registered office is 45a Boundaries Road, London, SW12 BEU ("the Owner");
- (2) **CYNERGY BANK PLC** (Company Registration Number 04728421) whose registered office is at 4th Floor One New Change, London, England, EC4M 9AF ("the Mortgagee")

TO

- (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 Undertaking are enforceable.
- B The Owner has the freehold interest in the Land registered under title number MX187465 at the Land Registry subject to a charge in favour of the Mortgagee.
- C The Mortgagee is the registered proprietor of the charge dated 6 June 2006 referred to in entry number 3 of the charges register of Title number MX187465 and has agreed to enter into this deed to give its consent to the terms of the Undertaking.

D On the 24th November 2022 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.

E The Owner has decided to enter into this Undertaking so as to exclude future residents of the proposed development scheme from eligibility to receive resident parking permits for parking in a nearby Controlled Parking Zone (CPZ).

THIS UNDERTAKING WITNESSES AS FOLLOWS: -

1. DEFINITIONS AND INTERPRETATION

1.1 For the purposes of the recitals and this Undertaking, the following expressions shall have the following meaning:

"Act"	means the Town and Country Planning Act 1990;
"Appeal"	Means the appeal allocated under reference;
"Authority's Area"	means the administrative area of the Council;
"the Council"	means the Council or any authority which may succeed to its function of enforcing the terms, provisions and planning obligations created by this Deed;
"CPZ"	means the controlled parking zone Hillingdon Town Centre CPZ or any controlled parking zone amending or replacing the same wherein the parking and waiting of Motor Vehicles on the public highway is restricted and regulated by a traffic management order made pursuant to the Road Traffic Regulations Act 1974 or some other Act of

	authority;
"the Decision Date"	means the date of the Inspector's decision to grant Planning Permission;
"Development"	means the development authorised by the Original Planning Permission;
"Disabled Persons' Badge"	means a disabled persons' badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970;
"Land"	means all the land and buildings at 117 Pinner Road, Northwood, HA6 1DA (but registered at HM Land Registry with post code HA6 1BY) which is in the freehold ownership of the Owner and is registered at the Land Registry under Title No. MX187465 and is shown for identification purposes edged in red on the Plan;
"Plan"	means the Plan attached to this Deed;
"Planning Application"	means the application for planning permission for the redevelopment of site for addition of 2 floors above existing residential and mixed use scheme to provide 11 flats;
"Planning Permission"	means the planning permission which the Inspector may grant at the Appeal;
"Residents Parking Permit"	means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing for a

	Motor Vehicle to park in a Residents Parking Bay;
"Residents Parking Bay"	means a marked highway parking space designated by the Council by order under the Road Traffic Regulation Act 1984 the Road Traffic Regulations (Parking) Act 1986 the Parking Act 1989 or the Road Traffic Act 1991 (or other relevant legislation) for use by residents of the locality on which the Development is situated;
"Undertaking"	means this Deed;
"VAT"	means Value Added Tax.

- 1.2 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.
- 1.3 References in this Undertaking to any statute or statutory provision shall be construed as a reference to the same as it may from time to time be amended, extended, modified, consolidated or re-enacted whether before or at the date of this Undertaking.
- 1.4 Unless the context otherwise requires, reference to any clause, paragraph, sub-clause or schedule or appendix is a reference to a clause, paragraph, sub-clause, schedule or appendix of or to this Undertaking.

- 1.5 The headings in this document are inserted for convenience only and shall not affect the construction or interpretation of this Undertaking.
- 1.6 Where a party includes more than one person named as a party any obligations of that party shall be joint and several unless there is an express provision otherwise.
- 1.7 References to any party to this Undertaking shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to the Council's respective functions.
- 1.8 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.
- 1.9 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 Undertaking.

2. STATUTORY PROVISIONS

- 2.1 This Undertaking is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974 and section 1 of the Localism Act 2011 to the intent that it will bind the Owner and the Mortgagee and their successors in title to the Land.
- 2.2 The covenants, restrictions and requirements imposed upon the Owner under this Undertaking create planning obligations pursuant to section 106 of the Act and are enforceable by the Council as local planning authority against the Owner without limit of time.

3. CONDITIONALITY

- 3.1 The obligations in the Schedules to this Deed are conditional upon the grant of the Planning Permission by the Inspector.
- 3.2 All other provisions within this agreement are of immediate force and effect.

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.
- 4.5 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.

- 4.6 This Undertaking 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 its successors in title) is modified by any statutory procedure.
- 4.7 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 Planning Permission) granted (whether or not on appeal) after the date of this Undertaking.
- 4.8 This Undertaking cannot be amended or discharged without the prior consent in writing of the Owner and the Council.
- 4.9 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 covenant with the Council so as to bind the Land to observe and perform the obligations contained in this Undertaking.
- 5.2 Unless expressly agreed otherwise in this Undertaking, the covenants in this Deed 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.
- 5.3 The Owner shall remain liable for all obligations contained within this Undertaking even when the Owner shall have parted with its entire interest

in the Land.

- 5.4 The Owner shall on any departure of their interest in the Land procure a direct covenant from the donee to observe and perform in full the obligations in this Undertaking.
- 5.5 The Owner shall at its own cost do or concur in doing all things necessary to enable a restriction to be placed on the title to the Land that no disposition of the registered estate will be registered without a certificate signed by the Council that the direct covenant has been provided 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.
- 5.6 Once the Council is satisfied that all obligations contained in this Undertaking have been complied with in full the Council will provide written confirmation of this on written request from the Owner.

6. **COSTS**

- 6.1 The Owner have paid the Council's costs incurred in the negotiation, preparation and execution of this Undertaking in the sum of £TBC.

7. **REGISTRATION OF UNDERTAKING**

- 7.1 The Owner recognise and agree 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 MX187465 at the Land Registry.
- 7.2 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.

7.3 If the Owner fails to make the application referred to in clause 7.2 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;

8. RIGHT OF ACCESS

8.1 Without prejudice to the Council's statutory rights of entry the Owner shall permit the Council and its authorised employees and agents upon reasonable written notice to enter the Land at all reasonable times for the purpose of verifying whether or not any obligation arising under this Undertaking has been performed or observed.

9. MORTGAGEE'S CONSENT

9.1 The Mortgagee consents to the completion of this deed and declares that its interest in the Land shall be bound by the terms and obligations in this Undertaking as if it had been executed and registered as a land charge prior to the creation of the Mortgagee's interest in the Land.

9.2 The Mortgagee shall not be liable under this Undertaking for any breach of the obligations in this Undertaking unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Land as if it were a person deriving title from the Owner.

10. 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.

11. NOTICES

11.1 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;

11.2 Any notice to be served under or in connection with this Undertaking shall be sent to the:

- a) Director of Residents Services, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Section 106 Reference for this Undertaking;
- b) to the Owner at 45a Boundaries Road, London, SW12 8EU; or
- c) to the Mortgagee at 27-31 Charlotte Street, London, W1T 1RP.

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. VAT

13.1 All consideration given in accordance with the terms of this Undertaking shall be exclusive of any VAT properly payable in respect thereof.

13.2 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.

14. JURISDICTION

14.1 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
(Restriction on applying for Parking Permits)

The Owner covenants with the Council as follows:

- (1) not to dispose of to any person or occupy or allow any person to occupy a Residential Unit unless a notice has been served on such person that (a) such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge) to be granted a Residents Parking Permit to park a Motor Vehicle in any Residents Parking Bay or other place within the CPZ and (b) nor will the Council enter into a contract (other than individuals contracts for one occasion) with such person to park in any car park controlled by the Council
- (2) to procure that the restrictions set out in paragraph 1 above are included in any lease option licence or other disposal of a Residential Unit to any person

APPENDIX 1

PLAN

DRAFT

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

EXECUTED as a DEED by)
LITHIUM PROPERTIES LIMITED)
acting by , a)
director in the presence of:)

Name of Witness:

Signature of Witness:

Address of Witness:

EXECUTED as a DEED by)
CYNERGY BANK PLC acting by)

Director

Director/Secretary

DRAFT