

DATED

26th September

2025

ALATOMART LIMITED

To

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HILLINGDON

UNILATERAL UNDERTAKING

made under Section 106 of the Town and Country Planning Act 1990
relating to the development of the land at Chequers Square, Uxbridge, UB8 1LN
in the London Borough of Hillingdon
PLANNING APPLICATION NUMBER: 35214/APP/2025/467

THIS UNILATERAL UNDERTAKING is given on the 26th day of September 2025

BY:

(1) **ALATOMART LIMITED** (Company Registration Number 02674658) whose registered office is Suite 2, Rama Apartments, 17 St. Anns Road, Harrow, Middlesex, England, HA1 1JU ("the Owner")

TO:

(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HILLINGDON** of Civic Centre, High Street, Uxbridge, UB8 1UW ("the Council")

RECITALS:-

(A) The Council is the local planning authority for the area in which the Land is situated and is the appropriate statutory body to enforce the planning obligations in this Unilateral Undertaking for the purposes of section 106 of the 1990 Act.

(B) The Owner is the registered proprietor of the leasehold interest in the Land registered at HM Land Registry under title number AGL150064.

(C) On 17 February 2025, the Owner made the Application to the Council for the Approval.

(D) The Council considers it expedient in the interests of the proper planning of its area and having regard to the development plan and to all other material considerations that provision should be made for regulating or facilitating the Development in the manner set out in this Unilateral Undertaking.

(E) The Owner is satisfied that the planning obligations secured by this Unilateral Undertaking are necessary to make the Development acceptable in planning terms, are directly related to the Development and are fairly and reasonably related in scale and kind to the Development.

NOW THIS UNILATERAL UNDERTAKING WITNESSES as follows:-

1 INTERPRETATION

1.1 For the purposes of this Unilateral Undertaking the following words and expressions shall unless the context otherwise requires have the following meanings:-

“the 1990 Act”	means the Town and Country Planning Act 1990 (as amended)
“Application”	means the application for approval bearing reference 35214/APP/2025/467 submitted to the Council for the Development.
“Approval”	means the approval for the Development to be granted by the Council pursuant to the Application.
“Development”	Conversion of ancillary retail space (Class E) to nine self contained flats (Class C3) including changes to external windows
“Disabled Person’s Badge”	means a disabled person’s badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (as amended) and “Disabled Person’s Badges” shall be construed accordingly.
“Disposal”	means the sale of the long leasehold or the grant of a new leasehold interest
“Expert”	means an independent and suitable person holding appropriate professional qualifications to be appointed under the

	dispute provisions in clause 7 of this Unilateral Undertaking.
“Dwelling”	means a unit of residential accommodation comprised within the Development and “Dwellings” shall be construed accordingly.
“Land”	Means the Dwellings only forming part of Chequers Square, Uxbridge, UB8 1LN which falls under title number AGL150064 and shown for the purpose of identification only edged red on the Plan against which the obligations in this Unilateral Undertaking may be enforced. For the avoidance of doubt this does not apply to any other parts of the building registered under title numbers NGL559241, AGL48944 and AGL130545.
“Motor Vehicle”	means any mechanically propelled vehicles intended or adapted for use on a road and/or highway.
“Occupation”	means actual occupation of the Development by a residential occupier occupying the Residential Unit for the purposes permitted by the Approval.
“Parties”	means the Owner and the Council.
“Parking Bay”	means a parking place designated by the Council by an Order under the Road Traffic Regulation Act 1984 and under the Road Traffic Act 1991 (as amended) or other relevant legislation for use by residents of the locality in which the Development is situated

“Parking Permit”	means a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 (or such other relevant legislation) for the use of residents or occupiers of the Dwelling.
“Residential Units”	means the residential units within the Development and “Residential Unit” shall be construed accordingly
“Site Plan”	means the plan attached to this Unilateral Undertaking at Schedule 1.
“Working Day”	means any day excluding Saturdays, Sundays and any bank holidays in England and “Working Days” shall be construed accordingly.

1.2 In this Unilateral Undertaking:-

- 1.2.1 Reference to any statutory provision or enactment shall include reference to any statutory re-enactment thereof and any statutory instrument regulation or order made under it which is for the time being in force.
- 1.2.2 The headings in this Unilateral Undertaking are for convenience only and shall not be deemed to be part of, or taken into consideration in the interpretation of this Unilateral Undertaking.
- 1.2.3 Reference to any clause sub-clause paragraph or schedule are references to clauses sub-clauses paragraphs or schedules in this Unilateral Undertaking.
- 1.2.4 Unless the context otherwise requires words importing the singular meaning shall include the plural and vice versa.

- 1.2.5 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include bodies corporate companies corporations and firms and all such words shall be construed as interchangeable in that manner.
- 1.2.6 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 include an obligation not to allow cause permit or suffer any infringement of the restriction.
- 1.2.7 Covenants made in this Unilateral Undertaking if made by more than one person are made jointly and severally unless otherwise expressly stated.
- 1.2.8 Reference to any party to this Unilateral Undertaking shall include the successors in title to that party.
- 1.2.9 Reference to the Council shall mean the London Borough of Hillingdon acting in its statutory capacity as local planning authority (and any successor to its respective statutory functions).
- 1.2.10 Insofar as any clause or clauses of this Undertaking are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Unilateral Undertaking.

2 STATUTORY AUTHORITY AND ENFORCEABILITY

- 2.1 This Unilateral Undertaking is given by the Owner under 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 Deed 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 the covenants, restrictions and undertakings contained in this Unilateral Undertaking fall within the terms of section 106 of the 1990 Act they are planning obligations for the purpose of that section and are entered into with the intent that the same shall be enforceable by the Council not only

against the Owner but also against the Owner's successors in title or any person claiming title through or under the Owner.

- 2.3 This Deed 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 their successors in title) is modified by any statutory procedure or expires prior to Commencement of Development.
- 2.3 In the event that the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 2.4 This Deed cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title in accordance with the requirements of Section 106 of the Town and Country Planning Act 1990 and any subordinate legislation
- 2.5 The Owner agrees that:
- 2.6 Nothing in this Unilateral Undertaking constitutes a planning permission or an obligation to grant planning permission.
- 2.7 Nothing in this Unilateral Undertaking grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

3 EFFECT OF THIS UNILATERAL UNDERTAKING

- 3.1. This Unilateral Undertaking is a conditional agreement and shall become binding upon the grant of the Planning Permission:
 - (i) The issue of Planning Permission; and
 - (ii) Upon first occupation of the Developmentsave for the provisions of clause 5 (Determination of Planning Permission) and clause 7 (Dispute Provisions), and clause 12 (Jurisdiction) which shall come into effect on completion of this Unilateral Undertaking.

4 THE OWNER'S COVENANTS AND OBLIGATIONS

- 4.1 The Owner hereby covenants with the Council to observe and perform the obligations, covenants or undertakings specified in this Unilateral Undertaking and the Schedules hereto.
- 4.2 No person shall be liable for any breach of the obligations, covenants or undertakings contained in this Unilateral Undertaking which occur after the person has parted with its interest in the Land but without prejudice to the rights of the Council to enforce against that person any breach which occurred prior to the person parting with its interest.

5 DETERMINATION OF THE PLANNING PERMISSION

- 5.1 Without prejudice to any of the obligations which come into force on the date of this Unilateral Undertaking it is agreed and declared that this Unilateral Undertaking shall cease to have any further effect in its entirety in the event that:
 - 5.1.1 the Approval shall lapse without having been implemented; or
 - 5.1.2 the Approval shall be revoked or withdrawn; or
 - 5.1.3 if the Approval is quashed on judicial review without being thereafter re-granted by the Council.

6 SECTION 73 CONSENT

- 6.1 In the event that a Section 73 Planning Permission is granted it is acknowledged by the Owner that the obligations in this Unilateral Undertaking shall bind the Land in respect of any such Section 73 Planning Permission PROVIDED THAT the Council when determining any application submitted under Section 73 of the 1990 Act relating to the Development shall not be restricted from requiring that any consequential obligations of an appropriate nature (so far as they are materially different to those contained in this Unilateral Undertaking) be secured by way of a new deed or supplemental deed or deed of modification pursuant to Section 106 (or Section 106A) of the 1990 Act.

7 DISPUTE PROVISIONS

- 7.1 In the event of any dispute, the Parties have an obligation to attempt to resolve the dispute within (28 working days) and without delay. In the event the Parties fail to reach an agreement in respect of the dispute, the following provisions from clause 7.2 shall apply.
- 7.2 In the event of any dispute or difference arising between the Parties in respect of any matter contained in this Unilateral Undertaking, such dispute or difference shall be referred to an Expert to be agreed by the Parties, or in the absence of agreement, to be appointed, at the request of any of the Parties, by or on behalf of the president for the time being of the professional body chiefly responsible for dealing with such matters as may be in dispute and the decision of such an Expert shall be final and binding on the Parties.
- 7.3 The Expert shall be appointed subject to an express requirement that the Expert shall reach a decision and communicate it to the Parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the parties pursuant to clause 7.4.
- 7.4 The Expert shall be required to give notice to each party inviting each party to submit within ten (10) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each party a further five (5) Working Days to make counter-submissions to the written submissions of any other party.
- 7.5 The Expert's costs shall be payable by the parties to the dispute in such proportion as the Expert shall determine and failing such determination shall be borne by the parties in equal shares.

8. POWERS OF THE COUNCIL

- 8.1. Nothing in this Unilateral Undertaking shall fetter or restrict or prejudice or affect the rights, discretions, powers, duties and obligations of the Council in the exercise of its statutory functions under any enactment (whether public or private) statutory instrument, regulation, byelaws, order or power for the time being in force.

9. WAIVER

9.1. 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 terms conditions undertakings obligations or restrictions contained in this Unilateral Undertaking shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said covenants terms conditions undertakings obligations or restrictions or from acting up on any subsequent breach or default in respect thereof by the Owner subject to clause 4.2 above.

10. CHANGE OF OWNERSHIP

10.1. The Owner warrants that no person other than the Owner has a lease granted of more than 100 years in the Land as at the date of this Unilateral Undertaking. For the avoidance of doubt, this only includes the Dwellings forming part of the Development and does not include leaseholders who occupy any other part of the Land under their respective leases.

10.2. The Owner agrees to provide the Council with as soon as reasonably practicable written notification of any change in ownership of any of its interest in the Land occurring before all of the obligations under this Deed have been discharged (such notice to give details of the transferee's full name and registered office) together with the area of the Land or unit of occupation purchased by reference to a plan and the Section 106 Reference.

11. THIRD PARTY RIGHTS

11.1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Unilateral Undertaking and as such a person who is not named in this Unilateral Undertaking shall not have a right to enforce any of its terms PROVIDED ALWAYS THAT nothing in this Unilateral Undertaking shall prevent any successors in title to any of the parties from being able to benefit or to enforce the provisions of this Unilateral Undertaking (and in the case of the Council the successor to its respective statutory functions).

12. Notices

- 12.1. All notices served under or in connection with this Deed 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:
- 12.2. Any notice to be served under or in connection with this Deed shall be sent to the:
 - a) Director of Planning, Regeneration and Public Realm, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Agreement; and
 - b) The Owner at Suite 2, Rama Apartments, 17 St. Anns Road, Harrow, Middlesex, England, HA1 1JU

13. FORM P01

Prior to Commencement of Development, the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form P01 to the Council addressed to the Deputy Chief Executive and Director of Resident Services, 3 North, London Borough of Hillingdon, High Street, Uxbridge UB8 1UW quoting planning reference 35214/APP/2025/467

14. Costs

The Owner shall pay to the Council within 7 days of receiving an invoice and reference number from the Council, the Council's reasonable and proper legal costs of not more than £1050.00 together with all reasonable disbursements incurred in connection with the preparation, completion and registration of this deed.

15. REGISTRATION OF AGREEMENT

The Owner recognises and agrees that the covenants in this Deed shall be treated and registered as local land charges for the purposes of the Local Land Charges Act 1975 .

16. RIGHT OF ACCESS

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

17. VAT

The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid the Council shall have the right to issue a VAT invoice to the Owner and the VAT shall be paid accordingly.

18. JURISDICTION

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

SCHEDULE 1

SITE PLANS

The scaling of this drawing cannot be assured

Date Drn Ckd

Revision

PLANNING

2520792.1

THE PAVILIONS
UXBRIDGE

Site Location Plan

Status

Project Number

Project

Drawing Title

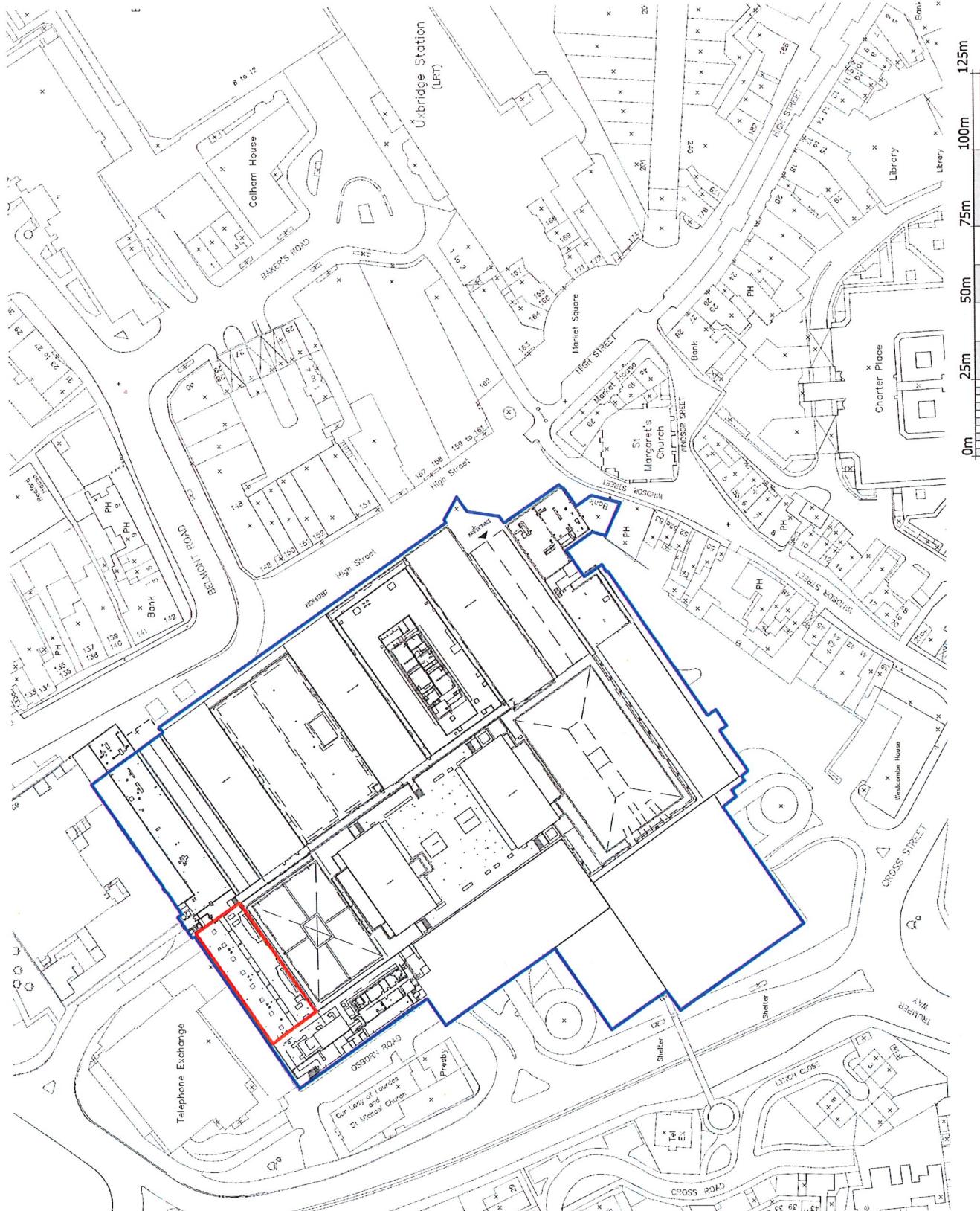
Drawn by SL Dwg No A-E10-001

Check by TM Scale 1:1250 @ A3

Revision Date 12/12/24

 **Marrons**

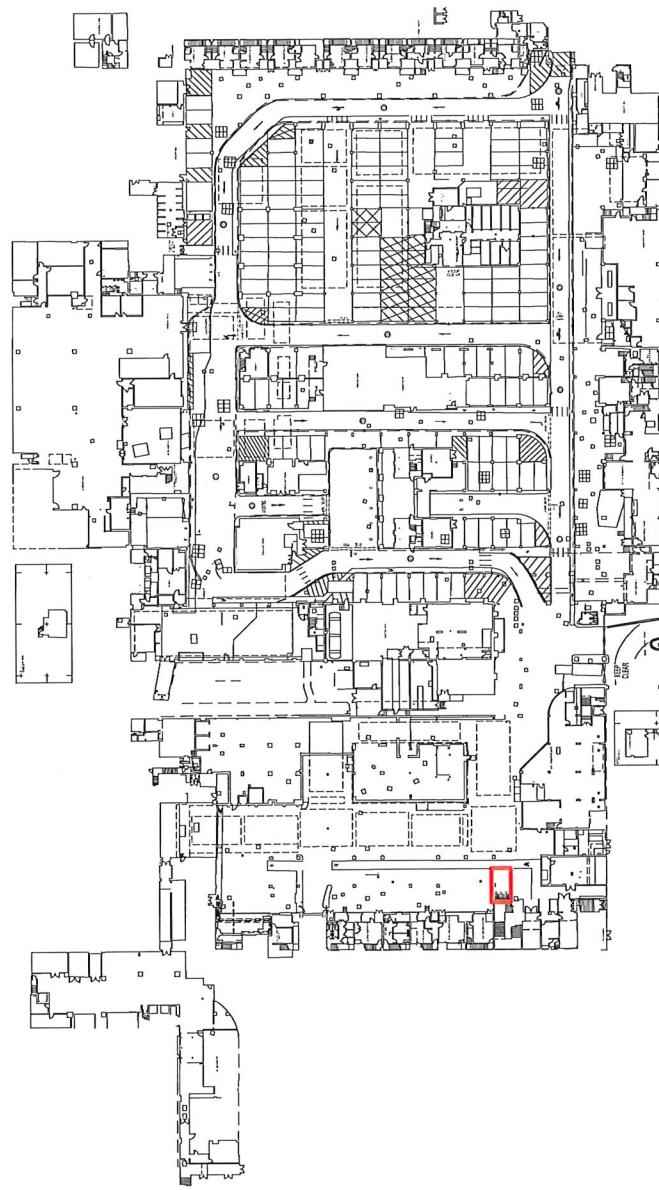
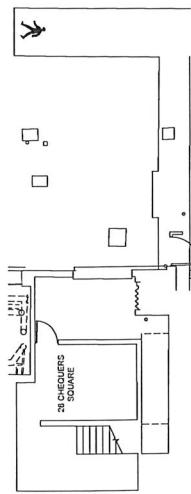
No.6 Queen Square, Bristol, BS1 4JE
0121 214 0000
www.marrons-planning.co.uk info@marrons-planning.co.uk



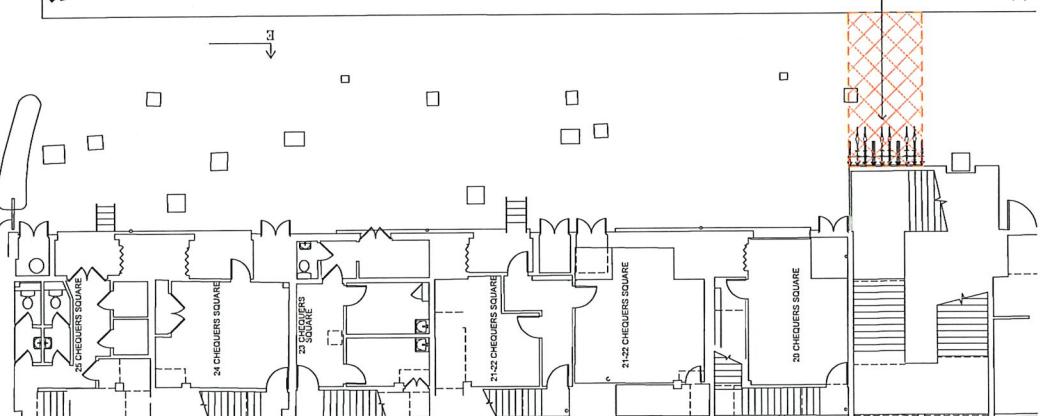
VISUAL SCALE 1:1250 @ A3

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R:\Shared\MARRONS DESIGN\BRISTOL\New Enquiries\The Pavilion Uxbridge\The Pavilions Uxbridge - Apartments.rvt



00 Proposed - Basement
1:500



00 Proposed Basement
1:100

PLANNING	
Status	2520921
Project Number	THE PAVILIONS UXBRIDGE
Drawing Title	Proposed Basement Plans

Drawn by	SL	Date	A411002
Check by	TM	Scale	As indicated @ 1:1
Revised by		Date	2/12/24



No 6 Square, Brimley Road, London E14 4HF
01273 400000 www.marrons.co.uk

SCHEDULE 2

PARKING RESTRICTIONS

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

1. Upon completion of this Agreement not to:

 - (i). apply to the Council for a Parking Permit in respect of any Dwelling (unless they are the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970);
 - (ii). 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; and
 - (iii). buy a contract to park within any car park owned, controlled or licensed by the Council.
2. Not to Occupy or use (or permit the Occupation or use of) any unit forming part of the Development at any time during which the occupier of the unit holds a Parking Permit to park a vehicle in a Parking Bay or is permitted to park a vehicle in any car park owned, controlled or licensed by the Council unless the occupier is the holder of a disabled persons badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons Act 1970).
3. 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 unless they are the holder of a Disabled Persons Badge.
4. That in respect of every 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"

5. On or prior to the Occupation Date the Owner shall inform the Council's Planning Obligations Officer (email address : CIL@hillingdon.gov.uk) of the official unit numbers of residential units forming part of the Development (as issued and agreed by the Council's Street Name and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligation in Clause 1 and 3 of this Schedule

6. Prior to the Commencement of Development the Owner covenants to register this Deed at the Land Registry against title Number AGL150064 and upon any

subsequent registerable disposition of the Land.

7. The Owner for itself and its successors in title to the Site hereby acknowledges that the provisions in Clause 1 and 2 in this Schedule 1 shall continue to have effect in perpetuity.

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

Appendix 1
FORM PO1

TO: HEAD OF PLANNING AND ENFORCEMENT
 RESIDENTS SERVICES
 LONDON BOROUGH OF HILLINGDON
 3N CIVIC CENTRE
 HIGH STREET UXBRIDGE
 MIDDLESEX UB8 1UW

SECTION 106/278 LEGAL AGREEMENT

SITE ADDRESS: _____

PLANNING REFERENCE: _____

DESCRIPTION OF DEVELOPMENT: _____

DATE OF COMMITTEE AUTHORISATION: _____

SECTION 106 OBLIGATIONS

DATE OF IMPLEMENTATION OF DEVELOPMENT: _____

(i) NOTIFIED TO THE COUNCIL: _____

(ii) SUBMITTED TO THE COUNCIL WITH THIS FORM: _____

NB: Please continue on separate sheet(s) if necessary.

**TICK BOX IF THIS FORM IS TO CONSTITUTE THE "FIRST NOTICE"
 UNDER THE SECTION 278 HIGHWAY DEED IF THIS IS THE
 "FIRST NOTICE" PLEASE ATTACH THE "FIRST PAYMENT" AS
 SPECIFIED IN THE AGREEMENT**

1 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**

Appendix 2
Draft Planning permission

DRAFT

Mr Joe Ayoubkhani
Highlight Planning
14 Neptune Court
Vanguard Way
Cardiff
CF24 5PJ

Application Ref: 35214/APP/2025/467

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:

Conversion of ancillary retail space (Class E) to 9no. self-contained flats (Class C3) including changes to external windows.

Location of development: The Pavilions, Uxbridge Shopping Centre High Street Uxbridge

Date of application: 19th February 2025

Plan Numbers: See attached Schedule of plans

Permission is subject to the condition(s) listed on the attached schedule:-

Draft Decision Notice produced:

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).

DRAFT

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

GRANT OF PLANNING PERMISSION

Application Ref: 35214/APP/2025/467

SCHEDULE OF CONDITIONS

- 1 The development hereby permitted shall be begun before the expiration of three years from the date of this permission.

REASON

To comply with Section 91 of the Town and Country Planning Act 1990

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

A-P11-002;
A-E10-001;
A-E11-002;
A-E13-002;
A-E11-001;
A-P11-001 Rev A

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

REASON

To ensure the development complies with the provisions of the Hillingdon Local Plan Part 1 (2012) and Part 2 (2020), and the London Plan (2021).

- 3 No dwelling shall be occupied until the windows serving apartments 1 to 7 as shown on drawing no. A-P11-001 Rev A have been enlarged in accordance with the details showing the enlargement of the windows as shown on drawing no. A-E13-002

REASON:

To ensure that appropriate standards of outlook and daylight and sunlight are achieved for apartments 1 to 7 in the interests of providing appropriate standards of amenity for future occupants in accordance with Policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020); and Policy D6 of the London Plan 2021.

- 4 Prior to the first occupation of the development, details of covered and secure cycle storage for a minimum of 12 bicycles, shall be submitted to and approved in writing by the Local Planning Authority. Thereafter, the development shall not be occupied or brought into use until the approved cycling facilities have been implemented in accordance with the approved plan, with the facilities being permanently retained for use by cyclists.

REASON

To ensure the provision and retention of facilities for cyclists to the development and hence the availability of sustainable forms of transport to the site in accordance with Part 2 Development Management Policies (2020) - Policy DMT 1, DMT 2 & DMT 6 and Policies T4 and T6 of the London Plan (2021).

- 5 Prior to installation, product details of all external windows shall be submitted to and approved in writing by the Local Planning Authority. Works shall be carried out in accordance to approved details.

REASON

To conserve the character and appearance of the Area of Special Local Character in accordance with Policy HE1 (Hillingdon Local Plan Part 1, November 2012) and Policies DMHB 1, DMHB 5, DMHB 6 and DMHB 11 (Hillingdon Local Plan Part 2, January 2020).

INFORMATIVES

- 1 The decision to grant planning permission has been taken having regard to all relevant planning legislation, regulations, guidance, circulars and Council policies, including The Human Rights Act (1998) (HRA 1998) which makes it unlawful for the Council to act incompatibly with Convention rights, specifically Article 6 (right to a fair hearing); Article 8 (right to respect for private and family life); Article 1 of the First Protocol (protection of property) and Article 14 (prohibition of discrimination).

END OF SCHEDULE

Address:

Development Management

Directorate of Place

Hillingdon Council

3 North, Civic Centre, High Street, Uxbridge UB8 1UW

www.hillingdon.gov.uk

DRAFT

GRANT OF PLANNING PERMISSION

Application Ref: 35214/APP/2025/467

SCHEDULE OF PLANS

A-P11-002 - received 02 Apr 2025

A-E10-001 - received 19 Feb 2025

A-E11-002 - received 19 Feb 2025

Covering Statement. - received 19 Feb 2025

A-E13-002 - received 19 Feb 2025

A-E11-001 - received 19 Feb 2025

A-P11-001 Rev A - received 02 Apr 2025

RIGHTS OF APPLICANTS AGGRIEVED BY DECISION OF LOCAL PLANNING AUTHORITY

TOWN AND COUNTRY PLANNING ACT 1990 (AS AMENDED)

If you are aggrieved by the decision of your local planning authority to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the office of the First Secretary of State under Section 78 of the Town and Country Planning Act 1990.

If you want to appeal, then you must do so within six months of the date of this notice, using a form which you can get from the Planning Inspectorate at Customer Support Unit, Room 3/15 Eagle Wing, Temple Quay House, 2 The Square, Temple Quay, Bristol, BS1 6PN (Tel 0117 372 8424) Appeal forms can be downloaded from the Planning Inspectorate website at www.Planning-inspectorate.gov.uk

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal.

Further details are available at www.gov.uk/government/collections/casework-dealt-with-by-inquiries

The Secretary of State can allow a longer period for giving notice of an appeal, but he will not normally be prepared to use this power unless there are special circumstances, which excuse the delay in giving notice of an appeal.

The Secretary of State need not consider an appeal if it seems to him that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

In practice, the Secretary of State does not refuse to consider appeals solely because the local planning authority based their decision on a direction given by him.

Purchase Notices.

If either the local planning authority or the officer of the First Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use by carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council (District Council, London Borough Council or Common Council of the City of London) in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Executed as a Deed by
Altomart Limited
acting by a Director

)
.....
Director

in the presence of:

Witness Signature



Witness Name..... Rima Mayx.....

Address .. Sambhav House, Greenhill Way,
..... Harrow, HA2 1AF.....