

DATED

[2026]

RK PROPERTY INVESTMENTS UK LIMITED

and

HOTH GROUP LIMITED

T

o

THE LONDON BOROUGH OF HILLINGDON

PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING PURSUANT TO
SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990 AND ASSOCIATED
POWERS

RELATING TO THE DEVELOPMENT OF LAND AT

BURR HALL, CHILTERN VIEW ROAD, UXBRIDGE

PLANNING APPLICATION NUMBER: 38571/APP/2026/429

Planning & Corporate Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref: 3E/04/27985

THIS DEED is dated

[2026]

FROM

- (1) **RK PROPERTY INVESTMENTS UK LIMITED** (Co. Regn. No. 06078009) whose registered office is situated at [Kamboj And Associates, 29 Uxbridge Road, Uxbridge, England, UB10 0LL](#), ~~Burr Hall, Chiltern View Road, Uxbridge UB8 2PF~~ ("the **Owner**"); and
- (2) **HOTHI GROUP LIMITED** (Co. Regn. No. 10740313) whose registered office is The Elms, Bangors Road North, Iver, SL0 0BQ. ("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~~the land and by whom the obligations in this Deed are enforceable.
- B The Freehold Owner has a freehold interest in the land registered under Title Nos. MX184117 at the Land Registry.
- C The Mortgagee has a charge dated 1726 February 2025 in the land registered under title numbers MX184117.
- D On 18 February 2026~~nn~~, the Owner submitted the Planning Application to the Council for permission to develop the Property.
- E The Owner intends to develop the land pursuant to the Planning Permission.

THIS DEED WITNESSES AS FOLLOWS:-

OPERATIVE PROVISIONS

1 INTERPRETATION

- 1.1 For the purposes of the recitals and this Deed, the following words and expressions shall have the following meaning:

"1980 Act"	the Highways Act 1980 (as amended);
"1990 Act"	the Town and Country Planning Act 1990 (as amended);
"Commencement of Development"	the carrying out in relation to the Development of any material operation (as

	defined within section 56(4) of the 1990 Act) on the Site pursuant to the Planning Permission but (for the purposes of this Deed) excluding operations consisting of: - site clearance; - demolition (provided always that such works do not relate to any listed building within the Site); - archaeological investigations and works; - ground investigations; - site survey works; - temporary access construction works; - preparatory or remediation works; - works for the laying termination or diversion of services; - the erection of any temporary means of enclosure or site notices; - decontamination works; - erection of any fences and hoardings around the Site; and - environmental site investigations, and Commence and Commenced shall be construed accordingly;
“Director of Planning, and Sustainable Growth”	the Council's Director of Planning, and Sustainable Growth and such person as the Council designates as undertaking this role;
“Development”	the development of the Site pursuant to the Planning Permission;
“Dwelling”	means a unit of the residential accommodation to be provided as part of the Planning Application and Dwellings shall be construed accordingly;
“Index Linked”	the application of the formula provided at Clause 15.
“Interest”	Interest at the rate of 4% above the base lending rate of the National Westminster Bank from time to time
“Occupied”	means occupation for any purpose for which Planning Permission has been granted but not including occupation by personnel engaged in the construction, fitting out or occupation for marketing or display purposes and for security purposes and Occupation and Occupy shall be construed accordingly;
“Parking Bay”	means a parking place designated by the Council by an order under the Road Traffic Regulation Act 1984 or other relevant legislation for use by residents of the locality in which the Development is situated;
“Plan ”	the plan attached to this Deed at Appendix 2;
“Planning Application”	the application for planning permission under the Council's reference number 38571/APP/2026/429

“Planning Obligations Officer”	means the Council's planning obligations officer or such person as the Council designates as undertaking this role;
“Planning Permission”	the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at Appendix 3 ;
“Planning Reference”	the planning reference number 38571/APP/2026/429
“Project Management and Monitoring Fee”	the sum equivalent to five percent (5%) of the total Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring, reviewing and implementing this Deed;
“Residential Parking Permits”	means a resident's parking permit issued by the Council (which for the avoidance of doubt does not include a disabled person's badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 as amended) as referred to in Schedule 1;
“Site”	means the freehold property known as Burr Hall, Chiltern View Road, Uxbridge registered at HM Land Registry under title number MX184117 and shown for identification purposes only edged red on Plan 1
“VAT”	value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax
“Working Day”	any day except Saturday, Sunday and any bank or public holiday and Working Days shall be construed accordingly.

1.2 In this Deed::

- 1.2.1 the clause headings do not affect its interpretation;
- 1.2.2 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;
- 1.2.3 a reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions;
- 1.2.4 unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

- 1.2.5 the headings in this Deed are inserted for convenience only and shall not affect the construction or interpretation of this Deed;
- 1.2.6 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Deed and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.7 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Deed from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.8 references to any statute or statutory provision include references to:
- 1.2.8.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by subsequent legislation; and
 - 1.2.8.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.9 references to the Site include any part of it;
- 1.2.10 "including" means "including, without limitation";
- 1.2.11 any covenant by the Owner not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing;
- 1.2.12 without prejudice to the terms of any other provision contained in this Deed 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 Deed;
- 1.2.13 where two or more people form a party to this Deed, the obligations they undertake may be enforced against them jointly or against each of them individually; and
- 1.2.14 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Deed is to be unaffected.

2 LEGAL BASIS

- 2.1 This Deed is made pursuant to 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 any of the obligations contained in this Deed are not planning obligations within the meaning of the 1990 Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 16 of the

Greater London Council (General Powers) Act 1974, section 2 of the Local Government Act 2000, section 1 of the Localism Act 2011 and all other enabling powers with the intent that it will bind the Owner and the Security Trustee and their successors in title to the Site.

3 CONDITIONALITY

The obligations contained in the schedules to this Deed are subject to and conditional upon:

- (i) The issue of Planning Permission; and
- (ii) Commencement of the Development

All other parts of this Deed shall be of immediate force and effect unless otherwise stated.

4 MISCELLANEOUS

- 4.1 Nothing contained or implied in this Deed 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 Deed.
- 4.2 Nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted after the date of this Deed, pursuant to an Appeal.
- 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 Deed 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 of the Owner.
- 4.4 Nothing in this Deed shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Deed, the covenants in this Deed shall be enforceable without any limit of time against the Owner and any successors in title to the Site and assigns of the Owner in an interest or estate to the Site or any part or parts of the Site 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.
- 4.6 No party to this Deed nor 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 Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 4.7 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.

- 4.8 Insofar as any clause or clauses of this Deed 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 Deed.
- 4.9 In the event that the planning obligations contained in this Deed being modified a note or memorandum thereof shall be endorsed upon this Deed.
- 4.10 The 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
- 4.11 Should a Court or the Secretary of State or a Planning Inspector appointed during the course of any Appeal or Legal Challenge of this Planning Permission hold that nay of the obligations contained in this Deed do not meet the tests of the CIL regulations or the National Planning Policy Framework then that obligation shall no longer apply.

5 THE OWNER'S PLANNING OBLIGATIONS

The Owner covenants with the Council so as to bind the Site to observe and perform the obligations contained in this Deed and the Schedules hereto.

6 COSTS

- 6.1 The Owner hereby covenants with the Council that on completion of this Deed it will pay the Council's reasonable and proper legal costs, together with all disbursements, incurred in connection with the negotiation, preparation, completion and registration of this Deed.
- 6.2 Prior to Commencement of Development the Owner will pay to the Council the Project Management and Monitoring Fee. For the avoidance of doubt the Project Management and Monitoring Fee shall be paid in addition to the costs referred to in clause 6.1 above.

7 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.

8 RIGHT OF ACCESS

- 8.1 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.

9. DISPUTE RESOLUTION

- 9.1 Without prejudice to the rights of a party to this Agreement to take alternative action in the event of any dispute or disagreement arising under this Agreement

including questions of value or any question of reasonableness may be promptly referred to an independent person holding appropriate professional qualifications ("the Expert") to be agreed between the parties or appointed (in the absence of agreement) in accordance with clause 9.2 PROVIDED THAT the provisions of this Clause 9 shall be without prejudice to the right of any party to seek the resolution of any matter relating to this Agreement to the Courts and/or in accordance with section 106 (6) of the 1990 Act and the referral of any matter to the Expert shall not prejudice prevent or delay the recourse of any party to the Courts or to the provisions of section 106 (6) of the 1990 Act for the resolution of any matter arising from this Agreement

- 9.2 The Expert shall be appointed jointly by the parties or in the absence of agreement between the parties after 10 Working Days of discussions as to:
 - 9.2.1 the professional qualifications or body that is chiefly relevant to the dispute then that question shall be referred to the President of the Royal Institute of Chartered Surveyors;
 - 9.2.2 the identity of an Expert then that question shall be referred to the President of the Royal Institute of Chartered Surveyors;
- 9.3 The party calling for the determination shall make written representations to the Expert and the other parties within 10 Working Days of the Expert's appointment;
- 9.4 The other parties shall have 21 Working Days from the receipt of such written representations or such extended period as the Expert shall allow to respond;
- 9.5 The Expert shall disregard any representations made out of time and shall make his decision within 21 Working Days of receipt of the representations under clause 9.4 or if none the expiry of the period referred to in this clause 9.5;
- 9.6 The Expert's decision shall be in writing with reasons for his decision and shall be binding on the parties to the dispute;
- 9.7 Each party shall bear its own costs save for the Expert's fees and the costs of any independent expert's advice called for by the Expert, both of which shall be payable in such proportion as the Expert may

determine and failing such determination shall be borne by the parties to the dispute in equal shares.

- 9.8 In the event of a dispute arising out of or in connection with this Agreement it is agreed between the parties that all discussions, documents and offers made during the course of any alternative action shall not be used in a subsequent court action.

10. THIRD PARTIES

A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

11. NOTICES

- 11.1 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;

- 11.2 Any notice to be served under or in connection with this Deed shall be sent to the:
- a) Director of Planning and Sustainable Growth, London Borough of Hillingdon, Civic Centre, High Street, Uxbridge, Middlesex, UB8 1UW and shall cite the Planning Reference for this Deed; and
 - b) The Owner at Care of Kamboj And Associates, 29 Uxbridge Road, Uxbridge, England, UB10 0LL-

Formatted: Not Highlight

12. FORM PO1

Prior to Commencement of the Development the Owner shall notify the Council that it intends to Commence the Development by completing and sending Form PO1 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 and shall cite the Planning Reference.

13. CHANGE IN OWNERSHIP

The Owner agrees to provide the Council with immediate written notification of any change in Ownership of any of its interest in the Site 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 Site or unit of occupation purchased by reference to a plan and the Section 106 Reference.

14. INTEREST

All costs, payments and expenses payable to the Council under this Deed shall bear the Interest rate from time to time being charged from the date such payment is due until the payment is received by the Council.

15. INDEXATION

The Owner agrees with the Council that any sums payable by the Owner under this Agreement shall be increased by the application of the formula $A=B \times C/D$ where:

- (a) A is the sum actually payable on the Specified Date;
- (b) B is the original sum mentioned in this Agreement;
- (c) C is the Index of Retail Prices for the month 2 months before the Specified Date;
- (d) D is the Index of Retail Prices for the month 2 months before the date of this Agreement; and
- (e) C/D is equal to or greater than 1.

16. VAT

- 16.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.
- 16.2 The Owner hereby acknowledges and agrees that if at any time VAT is required to be paid in respect of the Site 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.

17. JURISDICTION

This Deed is governed by and interpreted in accordance with the law of England and Wales.

18. MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of its charge over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability

under this Deed unless they take possession of the Site in which case they too will be bound by the obligations as if they were a person deriving title from the Owner.

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

DRAFT

SCHEDULE 1

RESIDENTIAL PARKING PERMITS

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 Residential 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 Residential 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 Residential Parking Permit to park a vehicle in a residential 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.
4. That in respect of every freehold 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 Occupation of the Dwelling, the Owner shall inform the Council's Planning Obligations Monitoring Officer 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 paragraph 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 MX184117 and upon any subsequent registerable disposition of the land.

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

DRAFT

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

☐

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

PLANS

DRAFT

Executed as a Deed by **RK INVESTMENTS UK LIMITED**

acting by a director

Director/Secretary

In the presence of:

Signature of Witness:

Name:

Address:

Occupation:

DRAFT