

DATED 26 August 2026

321 LONDON LIMITED

and

FORTYS CAPITAL 1 LTD

to

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 AT

6 Brandville Road, West Drayton UB7 9DA

PLANNING APPLICATION NUMBER: 39409/APP/2025/2065

Planning & Property Team
London Borough of Hillingdon
Civic Centre, High Street
Uxbridge, Middlesex
Ref:3E/04/AO/27092

THIS DEED is dated 26 August 2026

FROM

- (1) **321 LONDON LIMITED** incorporated and registered in England and Wales with company number whose registered office is at 125 Fairview Road, London, United Kingdom, N15 6TS (“the **Owner**”) and
- (2) **FORTYS CAPITAL 1 LTD** incorporated and registered in England and Wales with company number 13559321 whose registered office is at First Floor, Marlborough House, 298 Regents Park Road, London N3 2SZ (“the **Mortgagee**”).

TO

THE LONDON BOROUGH OF HILLINGDON of Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW (“the **Council**”).

BACKGROUND

- A. The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Land is situated and by whom the obligations in this Deed are enforceable.
- B. The Owner is the registered owner of the freehold interest in the Land registered under title number MX206401 at the Land Registry.
- C. The Mortgagee has a charge dated 17th December 2024 in the Land registered under title number MX206401.
- D. On 01-08-25, 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 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:

“1990 Act”	Town and Country Planning Act 1990 (as amended);
“Commencement of Development”	carrying out in relation to the Development of any material operation (as defined within section 56(4) of the 1990 Act) on the Land pursuant to the Planning Permission but (for the purposes of this Agreement) excluding operations consisting of: - site clearance;

	- demolition (provided always that such works do not relate to any listed building within the Land); - 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;
“Development”	development of the Land pursuant to the Planning Permission;
“Dwelling”	any unit of residential accommodation forming part of the Development and “Dwellings” means more than one of the same;
“Director of Planning & Sustainable Growth”	the Council’s Director of Planning & Sustainable Growth and such person as the Council designates as undertaking this role
“Interest”	Interest at the rate of 4% above the base lending rate of the National Westminster Bank plc from time to time
“Land”	the property known as 6 Brandville Road, West Drayton UB7 9DA shown for identification purposes only edged red on the Plan
“Parking Permit”	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;
“Plan”	the plan attached to this Deed at Appendix 2;
“Planning Application”	the application for planning permission under Council’s reference number 39409/APP/2025/2065
“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 39409/APP/2025/2065
“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.
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1.2 In this Agreement:

- 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 Agreement;
- 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 Land include any part of it;
- 1.2.10 "including" means "including, without limitation";
- 1.2.11 any covenant by the parties 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 Agreement;

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 their respective successors in title to the Land.

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 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 Agreement.

- 4.2 Nothing in this Deed prohibits or limits the right to develop any part of the Land in accordance with a planning permission, other than one relating to the Development as specified in the Planning Application, granted (whether or not on appeal) after the date of this Deed.
- 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 their successors in title and assigns in respect of an interest or estate in the Land or any part thereof 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 Land 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 the Planning Permission hold that any 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 PLANNING OBLIGATIONS

The Owner covenant with the Council so as to bind the Land to observe and perform the obligations contained in this Deed and the Schedule hereto.

6 COSTS

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.

7 REGISTRATION OF AGREEMENT

The Owner recognise and agree 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

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 Land at all reasonable times for the purpose of verifying whether or not any obligation arising under this Deed has been performed or observed.

9. ARBITRATION

9.1 Any dispute, controversy or claim arising out of or relating to this Agreement, including any question regarding its breach, existence, validity or termination or legal relationship established by this Deed shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

9.1.1 the tribunal shall consist of one other arbitrator appointed jointly by the parties;

9.1.2 in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;

9.1.3 the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally);

9.1.4 the seat of arbitration shall be London.

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 199

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:

- (a) to the Council addressed to the Director of Planning & Sustainable Growth, Planning and Sustainable Growth, 3 North, London Borough of Hillingdon, High Street, Uxbridge UB8 1UW quoting the Planning Reference.
- (b) to the Owner at: Kamboj and Associates, 29 Uxbridge Road, Uxbridge, England, UB10 0LL

12. FORM PO1

Prior to Commencement of Development, the Owner shall notify the Council that it intends to Commence Development by completing and sending Form PO1 at Appendix 1 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 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.

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. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable.

16. JURISDICTION

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

17. MORTGAGEE'S CONSENT

The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of its charge over the Land 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 Land 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.

SCHEDULE 1

PARKING PERMIT

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 person's 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 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 person's 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 the occupation, the Owner shall inform the Council's Planning Obligations Monitoring Officer (email address: CIL@hillington.gov.uk) of the official unit numbers of residential units forming part of the Development (as issued and agreed by the Council's

Street Naming and Numbering Department), identifying those residential units that in the Owner's opinion are affected by the Owner's obligations in paragraphs 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 MX206401.
7. The Owner for itself and its successors in title to the Property hereby acknowledges that the provisions of paragraphs 1 and 2 of in this Schedule shall continue to have effect in perpetuity.

FORM PO1

APPENDIX 1
FORM PO1

**TO: DEPUTY CHIEF EXECUTIVE AND DIRECTOR OF RESIDENT 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 of 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
PLAN



Existing OS Map
1 : 1250



Existing Location Plan
1 : 200



NOTES:
Only Scale of drawings for the Planning Purposes. Report all discrepancies, errors and omissions. Verify all dimensions on site before commencing any work on site or preparing shop drawings.
All materials, components and workmanship are to comply with the relevant British Standards, Codes of Practice, and appropriate manufacturers recommendations that from time to time shall apply.
For all specialist work, see relevant drawings.
This drawing and design are copyright of Planning Dimensions LTD

Rev No.	Date	Description
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Boundry Line: —

Schedule of Areas

Total Site Area: 304.17 m²

Existing Residential 133.21 s.q.m	Existing Non- Residential 170.96 s.q.m
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Project Title

6 Brandville Rd, West Drayton UB7
9DA

Drawing Description

Existing Location Plan OS Map

Scale (@ A3)	Drawn by
As Indicated	Agni
Date	Checked by
10.07.2025	David
Client	Status
-	For Planning
Drawing Number	Revision
EX - L003	-



APPENDIX 3
DRAFT PLANNING PERMISSION

DRAFT

Mr David Gutwirth
 Dimensions- Planning&Architect
 Unit 7
 Hawthorn Business Park
 165 Granville Road
 London
 NW2 2AZ

Application Ref: 39409/APP/2025/2065

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:

Subdivision of the existing dwelling house into 2 no. of self-contained flats, to include conversion of roof space to habitable use with rear dormer, rebuilding the existing side/rear extension, cycle and bin storage, and amendments to fenestration.

Location of development: 6 Brandville Road West Drayton

Date of application: 13th August 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: 39409/APP/2025/2065

SCHEDULE OF CONDITIONS

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

PR - L001 Rev A
PR - P001 Rev A
PR - P002 Rev A
PR - P003 Rev A
PR - P004 Rev A
PR - E001 Rev A
PR - E002 Rev A
PR - E003 Rev A
PR - E004 Rev A
PR - S001 Rev A
PR - S002 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 Hillingdon Local Plan Parts 1 (November 2012) and 2 (January 2020) and the London Plan (2021).

- 2 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.

- 3 The materials to be used in the construction of the external surfaces of the development hereby permitted shall be in accordance with the materials specified on the approved plans only and shall thereafter be retained as such.

REASON

To safeguard the visual amenities of the area and to ensure that the proposed development does not have an adverse effect upon the appearance of the existing building in accordance with Policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 4 The side facing windows in the north elevation located at first and second floor level which serve Flat 2 as shown on drawing Nos. PR - P002 Rev A; PR - P003 Rev A; and PR - E004 Rev A shall be glazed with permanently obscured glass to at least scale 4 on the Pilkington scale and be non-opening below a height of 1.8 metres taken from internal finished floor level for so long as the development remains in existence.

REASON:

To prevent overlooking to adjoining properties in accordance with policy DMHB 11 of the Local Plan Part 2 - Development Management Policies

- 5 The development shall not be occupied until the cycle and refuse storage as shown on drawing nos. PR - L001 Rev A; PR - S002; and PR - P001 Rev A has been fully implemented. The facilities shall be permanently retained thereafter for the provision of cycle storage and waste storage respectively.

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) and for the provision of waste storage in accordance with Policy DMHB 11 of the Local Plan Part 2 Development Management Policies (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: 39409/APP/2025/2065

SCHEDULE OF PLANS

EX - L003 - received 31 Jul 2025

EX - P001 - received 31 Jul 2025

EX - P002 - received 31 Jul 2025

EX - P003 - received 31 Jul 2025

EX - P004 - received 31 Jul 2025

EX - P005 - received 31 Jul 2025

EX - E001 - received 31 Jul 2025

EX - E002 - received 31 Jul 2025

EX - E003 - received 31 Jul 2025

EX - E004 - received 31 Jul 2025

EX - S001 - received 31 Jul 2025

EX - S002 - received 31 Jul 2025

Design and Access Statement - received 31 Jul 2025

PR - L001 Rev A - received 06 Oct 2025

PR - P001 Rev A - received 06 Oct 2025

PR - P002 Rev A - received 06 Oct 2025

PR - P003 Rev A - received 06 Oct 2025

PR - P004 Rev A - received 06 Oct 2025

PR - E001 Rev A - received 06 Oct 2025

PR - E002 Rev A - received 06 Oct 2025

PR - E003 Rev A - received 06 Oct 2025

PR - E004 Rev A - received 06 Oct 2025

PR - S001 Rev A - received 06 Oct 2025

PR - S002 Rev A - received 06 Oct 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 inless 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 **321 LONDON LIMITED**
acting by a director

Signed by:

Isaac Gedalia Schwartz

584EDD4D9FD24F4.....

Director

In the presence of:

Signature of Witness:

Signed by:

Jacob Grosz

0BFCD02A1766402...

Name: Jacob Grosz

Address: 62 Wellington Avenue London N15 6BA

Occupation: Secretary

Executed as a Deed by **FORTYS CAPITAL 1 LTD**
acting by a director

Signed by:

Benji Perlberger

FD49C3768D18448.....

Director

In the presence of:

Signature of Witness:

DocuSigned by:

Michael Jay

EEC911132FC44B9...

Name: Michael Jay

Address: Flat 1 Yew Tree Court NW11 0RA

Occupation Partner