

**DATED** 23rd **OF** December **2025**

**KOMOREBI VENTURES LIMITED**

**and**

**HOTH GROUP LIMITED**

**and**

**THE LONDON BOROUGH OF HILLINGDON**

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

RELATING TO THE DEVELOPMENT OF LAND AT

25 NEW ROAD, HARLINGTON, UB3 5BD

**PLANNING APPLICATION NUMBER:**

5548/APP/2024/2826

Planning & Corporate Team  
London Borough of Hillingdon  
Civic Centre, High Street  
Uxbridge, Middlesex  
Ref: 27002

**THIS PLANNING OBLIGATION BY DEED** is dated 23 of December 2025  
and is made **BETWEEN**:

- A. **KOMOREBI VENTURES LIMITED** (company number **14547465**) a company incorporated in England and Wales whose registered office is situated at 2 Churchill Court, 58 Station Road, North Harrow, Middlesex, England, HA2 7SA ("**the Owner**");
- B. **HOTHI GROUP LIMITED** (company number **10740313**) whose registered office is situated at The Elms, Bangors Road North, Iver Heath, Buckinghamshire, United Kingdom, SL0 0BQ ("**the Mortgagee**"); and
- C. **THE LONDON BOROUGH OF HILLINGDON** of the Civic Centre, High Street, Uxbridge, Middlesex UB8 1UW ("**the Council**").

## **1. BACKGROUND**

- 1.1 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 Agreement are enforceable.
- 1.2 The Owner has a freehold interest in the Land registered under Title Number AGL126764 at the Land Registry.
- 1.3 The Mortgagee has a charge dated 16 August 2024 in the Land registered under title number AGL126764 and enters into this Deed for the purpose of providing its consent.
- 1.4 On 25 October 2024, the Owner submitted the Planning Application to the Council for permission to develop the Site for the purposes and in the manner described in the Planning Application.
- 1.5 The Owner intends to develop the Site pursuant to the Planning Permission.
- 1.6 The Council has considered the provisions of the development plan and taken into account planning considerations affecting the Site and considers that in the interests of the proper planning of its area the Development of the Site ought to only be permitted subject to the terms

of this Agreement and for that purpose the parties are willing to enter into this Agreement.

## **THIS DEED WITNESSES AS FOLLOWS:-**

### **OPERATIVE PROVISIONS**

#### **1 INTERPRETATION**

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

<b>“1980 Act”</b>	means the Highways Act 1980 (as amended);
<b>“1990 Act”</b>	means the Town and Country Planning Act 1990 (as amended);
<b>“Authority's Area”</b>	means the administrative area of the Council;
<b>“BNG Credit Allocation Agreement”</b>	means a contract between the Owner and the Habitat Bank (or an alternative Responsible Body within the meaning of the Environment Act 2021 approved in writing by the Council) for the BNG Credit Purchase
<b>“BNG Plan”</b>	means the Biodiversity Net Gain Plan to be submitted in accordance with the conditions of the Planning Permission
<b>“BNG Site”</b>	means an off-site location which is subject to a Conservation Covenant or planning obligation which requires the said site to be retained solely for the purposes of providing BNG mitigation in the form of new habitat.
<b>“BNG Credit”</b>	means a statutory Biodiversity Net Gain Credit within the meaning of the Environment Act 2021 purchased from the Habitat Bank, or any other Responsible Body authorised in writing by the Council (acting reasonably)
<b>“BNG Credit Purchase”</b>	means the purchase of not less than 0.36 BNG Credits in a BNG Site for the purpose of the Development and expressed to relate to the Development

<b>“BNG Target”</b>	means a net gain in biodiversity of 10% calculated using the statutory biodiversity net gain metric in force from time to time
<b>“Commencement of Development”</b>	<p>means 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 Agreement) excluding operations consisting of:</p> <ul style="list-style-type: none"> <li>- site clearance;</li> <li>- demolition (provided always that such works do not relate to any listed building within the Site);</li> <li>- archaeological investigations and works;</li> <li>- ground investigations;</li> <li>- site survey works;</li> <li>- temporary access construction works;</li> <li>- preparatory or remediation works;</li> <li>- works for the laying termination or diversion of services;</li> <li>- the erection of any temporary means of enclosure or site notices;</li> <li>- decontamination works;</li> <li>- erection of any fences and hoardings around the Site; and</li> <li>- environmental site investigations,</li> </ul> <p>and <b>Commence</b> and <b>Commenced</b> shall be construed accordingly;</p>
<b>“Conservation Covenant”</b>	means a conservation covenant within the meaning of sections 117 and 118 of the Environment Act 2021.
<b>“Contributions”</b>	means the TMO Contribution and the BNG Credit Purchase (if required in accordance with <b>Schedule 2</b> )
<b>“Director of Planning and Sustainable Growth”</b>	means the Council’s Director of Planning and Sustainable Growth or such person as the Council designates as undertaking this role;

<b>“Development”</b>	means the development of the Site pursuant to the Planning Permission;
<b>“Form PO1”</b>	means the form in the substantial format attached at <b>Appendix 1</b> ;
<b>“Index Linked”</b>	means the application of the formula provided at <b>clause 15</b> ;
<b>“Interest”</b>	Interest at the rate of 4% above the base lending rate of the HSBC Bank Plc from time to time
<b>“Land”</b>	means the freehold property known as 25 New Road, Harlington, UB3 5BD registered at HM Land Registry under title number AGL126764 and shown for identification purposes only edged red on <b>Plan 1</b> ;
<b>“Occupied”</b>	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 <b>Occupation</b> and <b>Occupy</b> shall be construed accordingly;
<b>“Plan 1”</b>	means the plan attached to this Agreement at <b>Appendix 2</b> ;
<b>“Planning Application”</b>	means <i>the Erection of 9 dwellings (7no. 3-bed and 2no.2-bed) with associated hard and soft landscaping, amenity, parking and cycle stores following demolition of existing dwelling and associated buildings</i> under the Council’s Planning Reference;
<b>“Planning Permission”</b>	means the planning permission that may be granted in pursuance of the Planning Application substantially in the form of the draft permission at <b>Appendix 3</b> ;
<b>“Planning Reference”</b>	Means planning reference 5548/APP/2024/2826;
<b>“Project Management and Monitoring Fee”</b>	means the sum equivalent to five percent (5%) of the Contributions to be used by the Council at its discretion for its costs incurred in administering, monitoring,

	reviewing and implementing this Agreement;
<b>“Responsible Body”</b>	means a body designated by the Secretary of State as a Responsible Body for the purposes of section 119 of the Environment Act 2021
<b>“RPI”</b>	means the Retail Prices Index published monthly by the Office for National Statistics or, if the Retail Prices Index is no longer maintained, such replacement or alternative index as the Council may determine, acting reasonably;
<b>“Site”</b>	means the Land and shown for identification purposes only edged red on <b>Plan 1</b> ;
<b>“Specified Date”</b>	means the date upon which an obligation arising under this Agreement is due to be performed;
<b>“Traffic Management Order”</b>	means an order to amend the existing Hillingdon (On Street Parking Places) (Heathrow Parking Management Scheme) H Zones Order 2022 to facilitate changes to the designation of on-street parking bays servicing the Development.
<b>“TMO Contribution”</b>	means a contribution of <b>£2000</b> (Index Linked) in respect of costs associated with implementing the Traffic Management Order necessitated by the proposed alterations to the on-road residential parking bays.
<b>“VAT”</b>	means value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax; and
<b>“Working Day”</b>	means any day except Saturday, Sunday and any bank or public holiday and <b>Working Days</b> shall be construed accordingly.

## 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 unless otherwise indicated, references to clauses and Schedules are to clauses of and Schedules to this Agreement and references in a Schedule to a Part or paragraph are to a Part of paragraph of that Schedule;
- 1.2.6 where the agreement, approval, consent or an expression of satisfaction is required by the Owner under the terms of this Agreement from the Council that agreement, approval, consent or satisfaction shall be given in writing and shall not be unreasonably withheld or delayed;
- 1.2.7 references to any statute or statutory provision include references to:
  - (a) 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
  - (b) any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision;
- 1.2.8 references to the Site include any part of it;
- 1.2.9 "including" means "including, without limitation";
- 1.2.10 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;
- 1.2.11 without prejudice to the terms of any other provision contained in this Agreement 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;

1.2.12 where two or more people form a party to this Agreement, the obligations they undertake may be enforced against them jointly or against each of them individually; and

1.2.13 if any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of the Agreement is to be unaffected.

## **2 LEGAL BASIS**

2.1 This Agreement 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 Agreement 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 in accordance with s106 of the 1990 Act.

2.2 To the extent that any of the obligations contained in this Agreement 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 Mortgagee and their successors in title to the Site.

## **3 CONDITIONALITY**

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

- (i) the grant of the Planning Permission; and
- (ii) Commencement of the Development.

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

## **4 MISCELLANEOUS**

4.1 Nothing contained or implied in this Agreement 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 Agreement 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 Agreement, whether or not 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 Agreement 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 Agreement shall be construed as a grant of planning permission.
- 4.5 Unless expressly agreed otherwise in this Agreement, the covenants in this Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement 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 Agreement.
- 4.9 In the event that the planning obligations contained in this Agreement being modified a note or memorandum thereof shall be endorsed upon this Agreement.
- 4.10 The Agreement cannot be amended or discharged without the prior consent in writing of the Owner and the Council or their respective successors in title.

## **5 THE PARTIES' 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 Schedules 1 and 2 hereto and the Council covenants to observe the obligations in Schedule 3 hereto.

## **6 COSTS**

- 6.1 The Owner hereby covenants with the Council that on completion of this Agreement 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 Agreement.
- 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 Agreement 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 Agreement 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 Agreement 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); and
- 9.1.4 the seat of the arbitration shall be London

## **10. THIRD PARTIES**

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

## **11. NOTICES**

- 11.1 All notices served under or in connection with this Agreement 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 Agreement shall be sent:
- a) In the case of the Council to the 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 Agreement; and
  - b) In the case of the Owner, to the Directors at Komorebi Ventures Limited, 2 Churchill Court, 58 Station Road, North Harrow, Harrow, HA2 7SA; and
  - c) In the case of the Mortgagee to Hothi Group Limited (Company Reg. No. 10740313) of The Elms, Bangors Road North, Iver, SL0 0BQ

## **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 Land occurring before all of the obligations under this Agreement 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. CONTRIBUTIONS**

- 14.1 Payment of the Contributions required by this Agreement (excluding the BNG Credit Purchase) shall be made on the following basis:
- (a) The Contributions due under this Agreement shall be delivered to the person and address specified in clause 11 above;
  - (b) pursuant to the Local Government Act 2003, the Council shall be at liberty to charge the Contributions to a Council revenue account and for the avoidance of doubt it is agreed and declared that this shall be without prejudice to the Council's right to apply the Contributions or any part or parts thereof to revenue purposes or to capital purposes or partly to the one and partly to the other.
- 14.2 Where any sum is paid for a particular purpose in accordance with this Agreement the Council shall not use the payment otherwise than for that purpose or for such other purpose as the Owner (at its absolute discretion) and the Council may agree in writing.
- 14.3 In the event that the Contributions or any element or part of the Contributions remain unspent or committed unconditionally to be spent within seven (7) years after the date on which the relevant Contribution was paid to the Council, then the Council shall within 28 days of a written demand return to the Owner the unexpended or uncommitted (as the case may be) part of the Contributions (with any accrued interest).

**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. INTEREST**

All costs, payments and expenses payable to the Council under this Agreement 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.

**17. VAT**

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

**18. JURISDICTION**

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

**19. MORTGAGEE'S CONSENT**

The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Agreement and that the security of its charge over the Land shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall otherwise have no liability under this Agreement 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 document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**SCHEDULE 1**

**TRAFFIC MANAGEMENT**

The Owner covenants with the Council

1. To pay the TMO Contribution to the Council prior to Commencement of Development; and
2. Not to Commence Development until the TMO Contribution has been paid in full to the Council

**SCHEDULE 2****BIODIVERSITY**

The Owner covenants with the Council that:

1. If the BNG Plan concludes that the BNG Target can only be accomplished by the purchase of BNG Credits then paragraphs 2 and 3 of this Schedule 2 will apply;
2. The Owner will complete the BNG Credit Purchase prior to Commencement of Development; and
3. The Owner will not Commence Development until it has submitted to the Council a copy of the executed BNG Credit Allocation Agreement, and proof to the reasonable satisfaction of the Council (which the Council shall have confirmed in writing) that the BNG Credits have been actually purchased pursuant to the BNG Credit Purchase Agreement;



**SCHEDULE 3**

**COUNCIL'S COVENANTS**

The Council covenants with the Owner as follows:

1. To apply the TMO Contribution towards the Council's cost incurred in obtaining the Traffic Management Order;
2. To use reasonable endeavours to promptly obtain the Traffic Management Order (albeit nothing in this Schedule shall be construed so as to fetter the Council's discretion in determining any application for the Traffic Management Order)

**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:**

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**PLANNING REFERENCE:**

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**DESCRIPTION OF DEVELOPMENT:**

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**DATE OF COMMITTEE AUTHORISATION:**

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**SECTION 106 OBLIGATIONS**

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**DATE OF IMPLEMENTATION OF DEVELOPMENT:**

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**(i) NOTIFIED TO THE COUNCIL:**

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

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**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 AGREEMENT 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):**

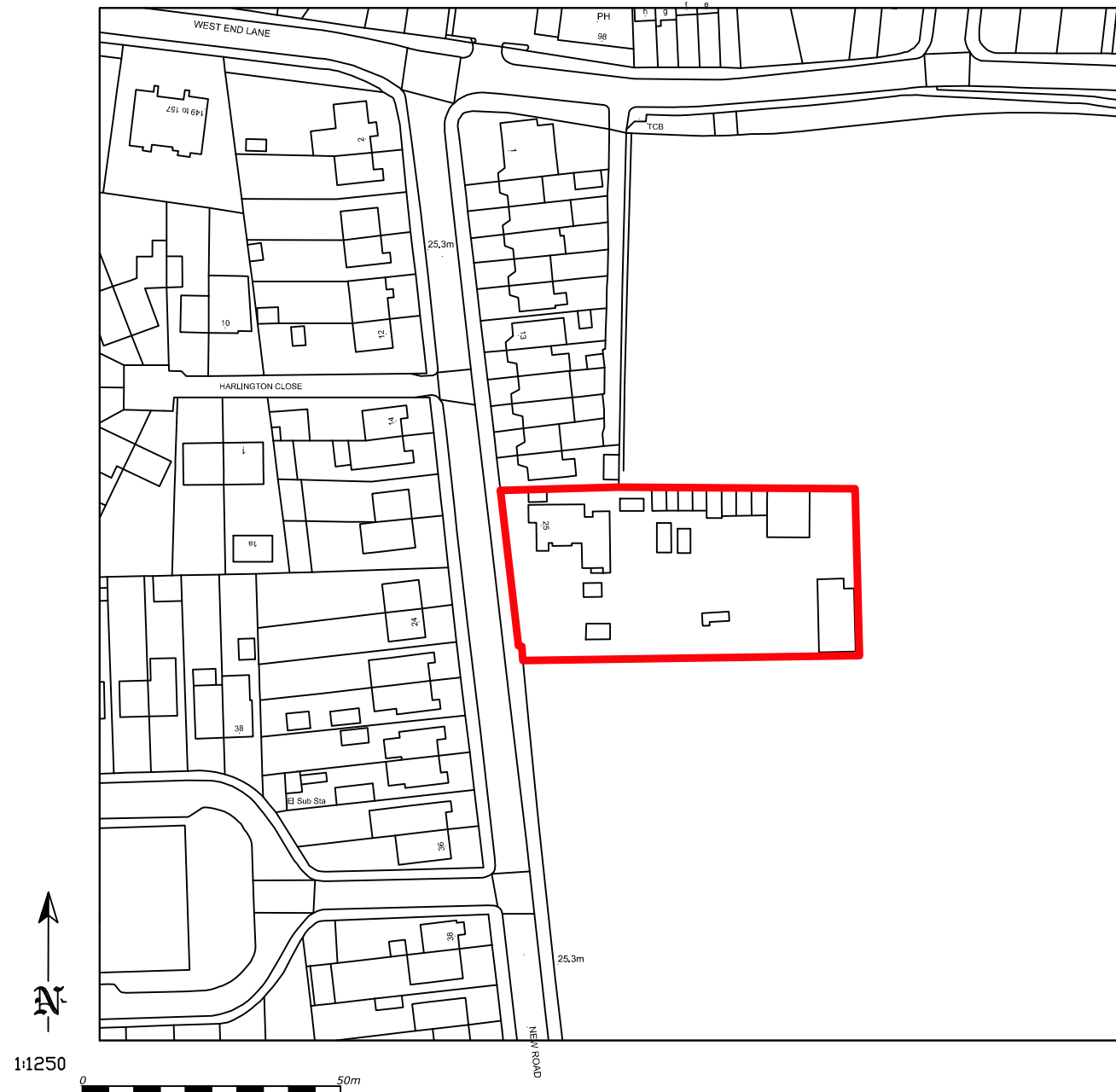
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**MAINTENANCE COSTS (COMMUTED SUM)** \_\_\_\_\_

**INTEREST BEARING ACCOUNT FOR BENEFIT OF OBLIGATIONS  
YES/NO**

**APPENDIX 2**

**PLAN 1**



**APPENDIX 3**

**DRAFT PLANNING PERMISSION**

# DRAFT

Sophie Middleton  
Barker Parry Town Planning Ltd  
33 Bancroft  
Hitchin  
SG5 1LA

Application Ref: 5548/APP/2024/2826

## 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:**

Erection of 9 dwellings (7no. 3-bed and 2no.2-bed) with associated hard and soft landscaping, amenity, parking and cycle stores following demolition of existing dwelling and associated buildings (amended description)

**Location of development:** 25 New Road Harlington

**Date of application:** 25th October 2024

**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: 5548/APP/2024/2826

### 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:

#### Location plan

24-3558-1 Rev B

24-3558-2 Rev C

24-3558-4 Rev B

24-3558-5

24-3558-6 Rev A

24-3558-7 Rev A

24-3558-8 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), Part 2 (2020) and the London Plan (2021).

- 3 No development shall take place until details of all materials and external surfaces, have been submitted to and approved in writing by the Local Planning Authority. Thereafter the development shall be constructed in accordance with the approved details and be retained as such. Details should include information relating to make, product/type, colour and photographs/images.

REASON: To ensure that the development presents a satisfactory appearance in accordance with Policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020).

- 4 Notwithstanding any of the approved plans, no development shall take place until a landscape scheme has been submitted to and approved in writing by the Local Planning Authority. The scheme shall include:

#### 1. Details of Soft Landscaping

1.a Planting plans (at not less than a scale of 1:100),

1.b Written specification of planting and cultivation works to be undertaken,

1.c Schedule of plants giving species, plant sizes, and proposed numbers/densities where appropriate

#### 2. Details of Hard Landscaping

2.a Refuse Storage (including dimensions, materials, design, carry distances from approved dwellings and storage capacity for recycling and general waste)

2.b Cycle Storage (including dimensions, materials and design)



- 2.c Means of enclosure/boundary treatments (boundary heights adjacent to the sides of the new and existing crossing at the back of footway should not exceed 0.6m for at least a metre length)
- 2.d Car Parking Layouts (including the provision of 1 x active electrical charging point for each dwelling)
- 2.e Hard Surfacing Materials
- 2.f External Lighting
- 2.g Other structures (such as play equipment and furniture)

### 3. Details of Landscape Maintenance

- 3.a Landscape Maintenance Schedule for a minimum period of 5 years.
- 3.b Proposals for the replacement of any tree, shrub, or area of surfacing/seeding within the landscaping scheme which dies or in the opinion of the Local Planning Authority becomes seriously damaged or diseased.

### 4. Schedule for Implementation

Thereafter the development shall be carried out and maintained in full accordance with the approved details.

REASON: To ensure that the proposed development will preserve and enhance the visual amenities of the locality and provide adequate facilities in compliance with policies DMHB 11, DMHB 12, DMHB 14, DMEI 1 and DMT 2 of the Hillingdon Local Plan Part 2 (2020) and Policy G5 of the London Plan (2021).

- 5 Prior to development commencing, the applicant shall submit a demolition and construction management plan to the Local Planning Authority for its approval. The plan shall detail:

- (i) The phasing of development works
- (ii) The hours during which development works will occur
- (iii) A programme to demonstrate that the most valuable or potentially contaminating materials and fittings can be removed safely and intact for later re-use or processing.
- (iv) Measures to prevent mud and dirt tracking onto footways and adjoining roads (including wheel washing facilities).
- (v) Traffic management and access arrangements (vehicular and pedestrian) and parking provisions for contractors during the development process (including measures to reduce the numbers of construction vehicles accessing the site during peak hours).
- (vi) Measures to reduce the impact of the development on local air quality and dust through minimising emissions throughout the demolition and construction process.
- (vii) The storage of demolition/construction materials on site.

The approved details shall be implemented and maintained throughout the duration of the demolition and construction process.

REASON: To safeguard the amenity of surrounding areas in accordance with DMHB 11 of the Hillingdon Local Plan Part 2 (2020) - Development Management Policies.

- 6 Prior to any works on site above damp proof course level, details of step free access via all points of entry and exit to all dwellings shall be submitted to, and approved in writing, by the Local Planning Authority. Such provision shall remain in place for the life of the building. REASON To ensure housing of an inclusive design is achieved and maintained in accordance with policy D7 and H2 of the London Plan (2021).
- 7 All nine dwellings hereby approved shall accord with the requirements of Policy D7 of the London Plan, and shall not be occupied until certification of compliance with the technical specifications for an M4(2) dwelling, as set out in Approved Document M to the Building Regulations (2010) 2015, has been submitted to, and approved in writing, by the Local Planning Authority. All such provisions must remain in place for the life of the building.

REASON To not only allow the Building Control body to require the development to comply with the

optional Building Regulations standards, but to also ensure the appropriate quantity and standard of accessible and adaptable housing is constructed and maintained in accordance with policy D7 of the London Plan.

- 8 No development shall take place on any part of the site until a Biodiversity Gain Plan for the site, demonstrating compliance with the 10% biodiversity net gain requirement in accordance with the Environment Act 2021, has been submitted to and approved in writing by the Local Planning Authority. The Biodiversity Gain Plan should include:
- i. Baseline Biodiversity Assessment: Using the latest Defra Biodiversity Metric, a report of the site's pre-development biodiversity value; and
  - ii. On-Site Enhancement and 30-year Habitat Management Plan (HMP) detailing measures to achieve BNG on-site, including species protection, habitat creation, and ongoing management strategies to maintain gains for a minimum of 30 years. The HMP should, as a minimum, include:
    - a) Description and evaluation of the features to be managed.
    - b) Aims, objectives and targets for management.
    - c) Description of the management operations necessary to achieving aims and objectives.
    - d) Prescriptions for management actions.
    - e) Preparation of a works schedule, including an annual works schedule.
    - f) Details of the monitoring needed to measure the effectiveness of management.
    - g) Details of the timetable for each element of the monitoring programme.
    - h) Details of the persons responsible for the implementation and monitoring.
    - i) Report to the Council routinely regarding the state of the Biodiversity Net Gain requirements for development in years 1 (post-completion), 3, 5, 10, 20, and 30, with biodiversity reconciliation calculations at each stage.

Where a biodiversity net gain of 10% is not achievable on site, in addition to the Baseline Biodiversity Assessment (i), the following shall be included in the BGP:

- iii. Off-Site Biodiversity Credits or Statutory Credits: Where on-site measures do not achieve the 10% net gain, confirmation of the purchase of off-site biodiversity credits or statutory credits must be provided, including a receipt or proof of transaction as part of the Plan

The approved Biodiversity Gain Plan shall be strictly adhered to, and development shall commence and operate in accordance with it.

#### REASON

To ensure the development delivers a Biodiversity Net Gain and secures the protection and effective management of the remaining habitat on site in accordance with Policy 15 of the National Planning Policy Framework, Policy G6 of The London Plan, and Policy DMEI 7 (Biodiversity Protection and Enhancement) of Hillingdon Council's Local Plan Part 2 Development Management Policies.

- 9 Save for demolition and site clearance works, no above ground works shall take place until plans of the site showing the existing and proposed ground levels and the proposed finished floor levels of all proposed buildings have been submitted to and approved in writing by the Local Planning Authority. Such levels shall be shown in relation to a fixed and known datum point. Thereafter the development shall not be carried out other than in accordance with the approved details.

#### REASON

To ensure that the development relates satisfactorily to adjoining properties in accordance with policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020)

- 10 Prior to commencement of the development hereby approved, a scheme for the provision of sustainable water management shall be submitted to and approved in writing by the Local Planning Authority. The scheme shall clearly demonstrate that sustainable drainage systems (SUDS) have been

incorporated into the designs of the development in accordance with the hierarchy set out in accordance with Policy SI 13 of the London Plan (2021) and will:

- i. provide information about the design storm period and intensity, the method employed to delay and control the surface water discharged from the site and the measures taken to prevent pollution of the receiving groundwater and/or surface waters;
  - ii. include a timetable for its implementation; and
  - iii. provide a management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public authority or statutory undertaker and any other arrangements to secure the operation of the scheme throughout its lifetime.
- The scheme shall also demonstrate the use of methods to minimise the use of potable water through water collection, reuse and recycling and will:
- iv. provide details of water collection facilities to capture excess rainwater;
  - v. provide details of how rain and grey water will be recycled and reused in the development.

Thereafter the development shall be implemented and retained/maintained in accordance with these details for as long as the development remains in existence.

REASON: To ensure the development does not increase the risk of flooding in accordance with Policies DMEI 9 and DMEI 10 of the Hillingdon Local Plan: Part 2 (2020).

- 11 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 1995 (or any order revoking and re-enacting that Order with or without modification), no additional windows, doors or other openings shall be constructed in the walls or roof slopes of the development hereby approved.

#### REASON

To ensure that the development relates satisfactorily to adjoining properties and preserves neighbouring amenities in accordance with policy DMHB 11 of the Hillingdon Local Plan Part 2 (2020)

- 12 The ecological management, mitigation measures and 'recommendations' outlined in the submitted ecology survey (Ref: Arbtech, July 2024) shall be carried out and adhered to.

Reason: To ensure that the proposal has an acceptable impact on the natural environment in line with Policy DMEI 7 of the Local Plan (2020) and paragraph 187 of the NPPF (2024).

- 13 The dwelling hereby permitted shall not be occupied until plans have been submitted to and approved by the local planning authority demonstrating that the proposed vehicular access would comply with the London Borough of Hillingdon Domestic Vehicle Footway Crossover Policy (2022). Thereafter, the proposed development shall be carried out in accordance with the approved plans and the vehicular means of access shall be retained and kept open for users of the building throughout the lifetime of the development.

#### REASON

To ensure the provision of a safe and convenient access for vehicular traffic in accordance with Policy DMT 1, DMT 2, DMT 6 of the Hillingdon Local Plan Part 2 (2020), as well as Policy T6 and T4 of the London Plan 2021 and the London Borough of Hillingdon Domestic Vehicle Footway Crossover Policy (2022).

- 14 Notwithstanding the provisions of the Town and Country Planning (General Permitted Development)(England) Order 2015 (or any order revoking and re-enacting that Order with or without modification); no garage(s), shed(s) or other outbuilding(s), nor extension or roof alteration to any dwellinghouse(s) subject of this permission shall be erected without the grant of further specific permission from the Local Planning Authority.

#### REASON

To protect the character and appearance of the area and amenity of residential occupiers in accordance with policies DMHB 11 and DMHD 2 of the Hillingdon Local Plan Part 2 (2020)

- 15 (i) The development hereby permitted (excluding demolition, site clearance and initial ground investigation works) shall not commence until a scheme to deal with unacceptable contamination, (including asbestos materials detected within the soil), has been submitted to and approved by the Local Planning Authority (LPA). All works which form part of any required remediation scheme shall be completed before any part of the development is occupied or brought into use unless the Local Planning Authority dispenses with any such requirement specifically and in writing. The scheme shall include the following measures unless the LPA dispenses with any such requirement specifically and in writing:
- a) A desk-top study carried out by a competent person to characterise the site and provide information on the history of the site/surrounding area and to identify and evaluate all potential sources of contamination and impacts on land and water and all other identified receptors relevant to the site:
  - (b) A site investigation, including where relevant soil, soil gas, surface water and groundwater sampling, together with the results of analysis and risk assessment shall be carried out by a suitably qualified and accredited consultant/contractor. The report should also clearly identify all risks, limitations and recommendations for remedial measures to make the site suitable for the proposed use; and
  - (c) A written method statement providing details of the remediation scheme and how the completion of the remedial works will be verified shall be agreed in writing with the LPA prior to commencement, along with the details of a watching brief to address undiscovered contamination. No deviation shall be made from this scheme without the express agreement of the LPA prior to its implementation.
- (ii) If during remedial or development works contamination not addressed in the submitted remediation scheme is identified an addendum to the remediation scheme shall be agreed with the LPA prior to implementation; and
- (iii) Upon completion of the approved remedial works, this condition will not be discharged until a comprehensive verification report has been submitted to and approved by the LPA. The report shall include the details of the final remediation works and their verification to show that the works have been carried out in full and in accordance with the approved methodology.
- (iv) No contaminated soils or other materials shall be imported to the site. All imported soils for landscaping and/or engineering purposes shall be clean and free of contamination. Before any part of the development is occupied, all imported soils shall be independently tested for chemical contamination, and the factual results and interpretive reports of this testing shall be submitted to and approved in writing by the Local Planning Authority..

REASON: To ensure that risks from land contamination to the future users of the land and neighbouring land are minimised, together with those to controlled waters, property and ecological systems and the development can be carried out safely without unacceptable risks to workers, neighbours and other offsite receptors in accordance with Hillingdon Local Plan: Part 2 (January 2020) Policies - DMEI 11: Protection of Ground Water Resources and DMEI 12: Development of Land Affected by Contamination.

- 16 No site clearance or construction work shall take place until the details have been submitted to, and approved in writing by, the Local Planning Authority with respect to:
- 1. A method statement outlining the sequence of development on the site including demolition, building works and tree protection measures.
  - 2. Detailed drawings showing the position and type of fencing to protect the entire root areas/crown spread of trees, hedges and other vegetation to be retained shall be submitted to the Local Planning Authority for approval. No site clearance works or development shall be commenced until these

drawings have been approved and the fencing has been erected in accordance with the details approved. Unless otherwise agreed in writing by the Local Planning Authority. Such fencing should be a minimum height of 1.5 metres.

Thereafter, the development shall be implemented in accordance with the approved details.

The fencing shall be retained in position until development is completed.

The area within the approved protective fencing shall remain undisturbed during the course of the works and in particular in these areas:

2.a There shall be no changes in ground levels;

2.b No materials or plant shall be stored;

2.c No buildings or temporary buildings shall be erected or stationed.

2.d No materials or waste shall be burnt; and.

2.e No drain runs or other trenches shall be dug or otherwise created, without the prior written consent of the Local Planning Authority.

3. Where the arboricultural method statement recommends that the tree protection measures for a site will be monitored and supervised by an arboricultural consultant at key stages of the development, records of the site inspections / meetings shall be submitted to the Local Planning Authority.

#### REASON

To ensure that trees and other vegetation can and will be retained on site and not damaged during construction work and to ensure that the development conforms with policy DMHB 14 of the Hillingdon Local Plan Part 2 (2020).

- 17 Trees, hedges and shrubs shown to be retained on the approved plan(s) shall not be damaged, uprooted, felled, lopped or topped without the prior written consent of the Local Planning Authority. If any retained tree, hedge or shrub is removed or severely damaged during (or after) construction, or is found to be seriously diseased or dying, another tree, hedge or shrub shall be planted at the same place or, if planting in the same place would leave the new tree, hedge or shrub susceptible to disease, then the planting should be in a position to be first agreed in writing with the Local Planning Authority and shall be of a size and species to be agreed in writing by the Local Planning Authority and shall be planted in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier. Where damage is less severe, a schedule of remedial works necessary to ameliorate the effect of damage by tree surgery, feeding or groundwork shall be agreed in writing with the Local Planning Authority. New planting should comply with BS 3936 (1992) 'Nursery Stock, Part 1, Specification for Trees and Shrubs' Remedial work should be carried out to BS 3998:2010 'Tree work - Recommendations' and BS 4428 (1989) 'Code of Practice for General Landscape Operations (Excluding Hard Surfaces)'. The agreed work shall be completed in the first planting season following the completion of the development or the occupation of the buildings, whichever is the earlier.

#### REASON

To ensure that the trees and other vegetation continue to make a valuable contribution to the amenity of the area in accordance with policy DMHB 14 of the Hillingdon Local Plan Part 2 (2020) and to comply with Section 197 of the Town and Country Planning Act 1990.

### 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).

- 2 Nuisance from demolition and construction works is subject to control under The Control of Pollution Act 1974, the Clean Air Acts and other related legislation. In particular, you should ensure that the following are complied with:-

A. Demolition and construction works which are audible at the site boundary shall only be carried out between the hours of 08.00 and 18.00 hours Monday to Friday and between the hours of 08.00 hours and 13.00 hours on Saturday. No works shall be carried out on Sundays, Bank or Public Holidays.

B. All noise generated during such works shall be controlled in compliance with British Standard Code of Practice BS 5228:2009.

C. Dust emissions shall be controlled in compliance with the Mayor of London's Best Practice Guidance 'The Control of dust and emissions from construction and demolition.

D. No bonfires that create dark smoke or nuisance to local residents.

You are advised to consult the Council's Environmental Protection Unit ([www.hillingdon.gov.uk/noise](http://www.hillingdon.gov.uk/noise) Tel. 01895 250155) or to seek prior approval under Section 61 of the Control of Pollution Act if you anticipate any difficulty in carrying out construction other than within the normal working hours set out in (A) above, and by means that would minimise disturbance to adjoining premises.

- 3 The Council will recover from the applicant the cost of highway and footway repairs, including damage to grass verges.

Care should be taken during the building works hereby approved to ensure no damage occurs to the verge or footpaths during construction. Vehicles delivering materials to this development shall not override or cause damage to the public footway. Any damage will require to be made good to the satisfaction of the Council and at the applicant's expense.

For further information and advice contact - Highways Maintenance Operations, Central Depot - Block K, Harlington Road Depot, 128 Harlington Road, Hillingdon, Middlesex, UB3 3EU (Tel: 01895 277524).

For Private Roads: Care should be taken during the building works hereby approved to ensure no damage occurs to the verge of footpaths on private roads during construction. Vehicles delivering materials to this development shall not override or cause damage to a private road and where possible alternative routes should be taken to avoid private roads. The applicant may be required to make good any damage caused.

## END OF SCHEDULE

### Address:

Development Management  
Directorate of Place  
Hillingdon Council  
3 North, Civic Centre, High Street, Uxbridge UB8 1UW  
[www.hillingdon.gov.uk](http://www.hillingdon.gov.uk)

# DRAFT

## GRANT OF PLANNING PERMISSION

Application Ref: 5548/APP/2024/2826

### SCHEDULE OF PLANS

24-3558-5 - received 25 Oct 2024

Location plan - received 25 Oct 2024

24-3558-1 Rev B - received 05 Mar 2025

24-3558-2 Rev C - received 05 Mar 2025

24-3558-4 Rev B - received 05 Mar 2025

24-3558-6 Rev A - received 05 Mar 2025

24-3558-7 Rev A - received 05 Mar 2025

24-3558-8 Rev A - received 05 Mar 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](http://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](mailto: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](http://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.



THE COMMON SEAL of the  
**MAYOR AND BURGESSES OF THE  
 LONDON BOROUGH OF HILLINGDON**

424047

was duly affixed to this Agreement  
 in the presence of:-



MEMBER OF R Mills  
*Richard Mills*  
 THE COUNCIL.....

A Olaniyi  
*Ayodapo Olaniyi*  
 AUTHORISED OFFICER.....

**EXECUTED AS A DEED by**

**KOMOREBI VENTURES LIMITED**

M Dass  
*Manoj Dass*

ACTING BY A DIRECTOR

In the presence of:-

Name of Witness: Remon Sobhy

Signature of Witness: R Sobhy  


Address of Witness: 46 North Road, west Drayton, UB7 2EW

**EXECUTED AS A DEED by**

**HOTHI GROUP LIMITED**

M Hothi  
*Manjinder Hothi*

ACTING BY A DIRECTOR

In the presence of:-

Name of Witness: Amin Froghie

Signature of Witness: A Froghie  
*Amin Froghie*

Address of Witness: 29 western avenue, Egham, TW20 8QB