

DATED

21 August

2026

**DEED OF VARIATION UNDER SECTION 106 AND SECTION 106A OF THE TOWN AND COUNTRY
PLANNING ACT 1990 RELATING TO LAND AT 11 CHITTERFIELD GATE, SIPSON, WEST DRAYTON
UB7 0JR**

between

The London Borough of Hillingdon

and

Abdul Hameed Bedrekar

Planning & Corporate Team

London Borough of Hillingdon

Civic Centre, High Street

Uxbridge, Middlesex

Ref: AH/27845

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This Deed is dated 21 August

2026

Parties

- (1) The London Borough of Hillingdon of Civic Centre, High Street, Uxbridge UB8 1UW (**Council**)
- (2) Abdul Hameed Bedrekar of 11 Chitterfield Gate, Sipson, West Drayton UB7 0JR (**Owner**)

BACKGROUND

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner is the freehold owner of the Property.
- (C) On 16 October 2025 the Owner entered into the Original Unilateral Undertaking.
- (D) Without prejudice to the terms or the other covenants contained in the Original Unilateral Undertaking, the parties have agreed to vary the terms of Original Unilateral Undertaking as set out in this Deed.
- (E) This agreement is made under section 106A of the TCPA 1990 and is supplemental to the Original Unilateral Undertaking.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Original Unilateral Undertaking: the unilateral undertaking made under section 106 of the TCPA 1990 dated 16 October 2025 given to the Council by the Owner.

Property: the land at 11 Chitterfield Gate, Sipson, West Drayton UB7 0JR shown edged red on the Plan and registered at HM Land Registry with absolute title under Title number MX326904.

1.2 Unless the context otherwise requires, all words and phrases defined in the Original Unilateral Undertaking shall have the same meaning in this Deed.

1.3 Clause headings shall not affect the interpretation of this Deed.

- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 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.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 Any words following the terms "including, include, in particular, for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. Statutory provision

- 2.1 This Deed is made pursuant to the provisions of sections 106 and 106A of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this Deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by that person in the Property and their respective successors and assigns.

3. Variations to the Original Agreement

- 3.1 The definition of "Planning Application" in the Original Unilateral Undertaking shall be deleted and replaced with the following: "the application for planning permission

for Erection of a new dwelling house with associated parking, amenity and landscaping and erection of a single storey rear extension to No. 11 under the Council's reference number: 78415/APP/2026/243 ”.

- 3.2 The definition of “Planning Reference” in the Original Unilateral Undertaking shall be deleted and replaced with the following: “78415/APP/2026/243”.
- 3.3 Appendix 3 shall be amended so that the draft planning permission of application 78415/APP/2026/243 be inserted and the draft planning permission of application 78415/APP/2025/980 shall be deleted.
- 3.4 In all other respects, the Original Unilateral Undertaking (as varied by this Deed) shall remain in full force and effect.
- 3.5 The obligations and covenants in the Original Unilateral Undertaking as varied by this Deed relate to the Property, are planning obligations and are for the purposes of regulation 122 of the Community Infrastructure Regulations 2010 necessary, directly related to and fairly and reasonably related in scale and kind to the development of the Property.

4. Covenants to the Council

The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Unilateral Undertaking as varied by this Deed.

5. Release

No person shall be liable for any breach of a covenant, restriction or obligation contained in this Deed after parting with all of its interest in the Property, except in respect of any breach subsisting before parting with that interest

6. Determination of Deed

The obligations in this Deed (with the exception of clause 10) (insofar only as it has not been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

7. Local land charge

This Deed is a local land charge and shall be registered as such by the Council.

8. Council's costs

The Owner shall pay to the Council on or before the date of completion of this Deed the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this Deed.

9. Value added tax

9.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax (VAT) properly paid.

9.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed, then to the extent that VAT has not been previously charged in respect of that supply, the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

10. Third party rights

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

11. Waiver

No failure or delay by the Council to exercise any right or remedy provided under this Deed or by law constitutes a waiver of that or any other right or remedy. No single or partial exercise of that right or remedy prevents or restricts the further exercise of that or any other right or remedy.

12. Governing law

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.

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

THE COMMON SEAL of the
**MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HILLINGDON**
was duly affixed to this Agreement
in the presence of:-

424456

AUTHORISED OFFICER

A Olaniyi

Ayodapo Olaniyi

.....



21/Aug/2026 16:31:01

Name: Ayodapo Olaniyi

Title: PProperty Lawyer

Executed as a Deed by

Abdul Hameed Bedrekar

A H Bedrekar

A H Bedrekar

S Ashraf

Shahid Ashraf

.....

Witness

Witness Full Name: Mohammed Shahid Ashraf

Witness Address: 14 langley road slough sl3 7aa

Witness Occupation: self employed



This Document has been Signed with a **secure electronic signature** via E-Sign.

Envelope Details

Title	11 Chitterfield Gate, Sipson, West Drayton
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Document Signers Scan/Click the QR Code to view signature information

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