

THIS UNILATERAL UNDERTAKING is made as a Deed the 28 day of July
two thousand and fourteen

BY

SALAMON NOE and ETELKA NOE of 4 Queensway London NW4 ("the Owner")

IN FAVOUR OF

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND
UPON THAMES of Civic Centre 44 York Street Twickenham Middlesex TW1 3BZ ("the
Council")

INTERPRETATION

IN this Deed the following words and expressions shall have the following meanings:-

"1990 Act"	the Town & Country Planning Act 1990
"Development"	the development described in the Prior Notification Application
"GDPO"	the Town and Country Planning (General Permitted Development) Order 1995 (as amended)
"Indexed"	increased in accordance with the formula whereby the relevant contribution is multiplied by the fraction A divided by B where B represents the value of the Retail Prices Index (All Items) as at 25 July 2014 and A represents the value of the same index as at the date of payment of the relevant contribution to the Council
"LDF"	the adopted policies of the Richmond upon Thames Local Development Framework Core Strategy 2009 and Development Management Plan 2011
"Material Start"	in the case of implementation of the Prior Approval Permission the carrying out in relation to the Development of a material operation as defined in Section 56(4) of the 1990 Act save that such shall not include works of demolition; works of site clearance; ground investigations site survey works; laying of services and service media; construction of temporary accesses; archaeological investigation; landscaping works off the public highway; and noise attenuation works
"Monitoring Fee"	the sum of five hundred and ninety eight pounds and eighty pence (£598.80)

"Prior Notification Application"

a prior approval notification submitted by the Owners on 2 June 2014 to the Council bearing reference number 14/2283/P3JPA for the change of use from B1 office use to C3 residential use comprising three one-bed flats and five two-bed flats pursuant to the GDPO

"the Prior Approval Permission"

the prior approval granted pursuant to the Prior Notification Application

"Property"

land known as land and property at 16-20 The Causeway Teddington delineated in red on the plan attached hereto

"Transport Infrastructure Contribution"

the sum of eleven thousand nine hundred and seventy six pounds (£11,976.00) Indexed towards the Transport Infrastructure Use

"Transport Infrastructure Use"

in relation to the Transport Infrastructure Contribution towards transport infrastructure within the administrative area of the Council

WHEREAS:

- (1) the Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the Town and Country Planning Act 1990 and for the purposes of Section 106(9) of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable
- (2) the Owner is registered at the Land Registry with absolute title under title number SGL66053 as the proprietor of the freehold interest in the Property
- (3) the Owner has submitted the Prior Notification Application to benefit from the new permitted development rights pursuant to the Town and Country Planning (Permitted Development) (Amendment) (England) Order 2013 allowing for the change of use of office premises to residential premises subject to the prior approval of the local planning authority
- (4) the Owner has agreed to enter into this Deed so that it may be taken into account as a material consideration in the determination of the Prior Approval Notification by the Council

NOW THIS DEED WITNESSETH as follows:-

1. THIS Deed is made pursuant to Section 106 of the 1990 Act and the obligations contained in this Deed are planning obligations for the purposes of that section insofar as they fall within the terms of Section 106 of the 1990 Act

2. THE Owner hereby UNDERTAKES to the Council:-

- (a) To pay to the Council the Transport Infrastructure Contribution and the Monitoring Fee on the date hereof
- (b) On the date hereof to pay to the Council its reasonable and proper legal costs in the preparation and completion of this Deed in the sum of four hundred pounds (£400.00)

3. GENERAL-

- (a) Nothing contained in this Deed constitutes approval pursuant to the GDPO
- (b) This Deed takes effect on the date hereof but the planning obligations herein are conditional on and shall only have effect on the later of the following:
 - (i) the date six weeks after the date of the Prior Approval Permission in circumstances in which no legal proceedings shall have been issued by any person to challenge the validity of the Prior Approval Permission; and
 - (ii) the date on which the Owner shall implement the Prior Approval Permission by way of a Material Start
- (c) Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed
- (d) If any provision in this Deed shall be held to be void invalid illegal or unenforceable or if voidable is avoided this shall not affect the operation validity legality and enforceability of any other provision of this Deed provided severance therefrom is possible
- (e) Reference to the masculine feminine and neuter genders shall include the other genders and reference to the singular shall include the plural and vice versa
- (f) A reference to a clause is a reference to a clause contained in this Deed
- (g) The expressions "the Council" and "the Owner" shall include their respective successors in title and assigns

Local land charge provisions

- (h) This Deed is a Local Land Charge and shall be registered as such in the Council's Register of Local Land Charges immediately on completion thereof

Reference to statutes and statutory instruments

- (i) References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

English Law Applicable

- (j) The construction validity and performance of this Deed shall be governed by English Law

Effect of revocation of prior approval notification

- (k) In the event of the prior approval notification being revoked by the Council or any other authority having powers in relation to planning matters or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner or its successors in title the obligations of the Owner under this Deed shall thereupon cease absolutely

Liability of subsequent owners and release of former owners

- (l) The provisions hereof shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under it in respect of the Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such a person has parted with all of its freehold interest in such land)

Effect of covenant

- (m) Any covenant contained herein whereby the relevant party is not to do an act or thing shall be construed as if it were a covenant not to do or permit or suffer to be omitted such act or thing and any covenant whereby the relevant party is not to omit to do an act or thing shall be construed as if it were a covenant not to omit or permit or suffer such act or thing to be omitted to be done

Contracts (Rights of Third Parties) Act 1999

- (n) The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed is to have the benefit of or be capable of enforcing any term in this Deed and no party is to have any rights to enforce this Deed other than those falling within the definitions of the Council the Owners and the Mortgagee

Release

- (o) If the Prior Approval Permission is quashed or revoked or otherwise withdrawn or expires before the effluxion of time for the implementation of the Permitted Development or is modified (other than by agreement with or at the request of the Owner) this Deed shall forthwith determine and cease to have effect

VAT clauses

- (p) all consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof
- (q) 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 had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

Interest on late payment

- (r) if any of the Transport Contribution due under Clause 2(b) is not paid to the Council within one (1) year of a Material Start, then interest shall be paid on

Dated 28th July 2014

SALAMON NOE and ETELKA NOE

to

**The Mayor and Burgesses of the
London Borough of Richmond Upon
Thames**

DEED OF UNILATERAL UNDERTAKING
made under Section 106 of the
Town & Country Planning Act 1990
relating to land at
16-20 The Causeway Teddington

Ref: CS/LEG/RO/217/1195

such contribution at the rate of 4% above the Bank of England base rate from time to time in force from the date that the contribution became due to the date of actual payment

Community Infrastructure Levy Regulations 2010

- (t) The terms of this deed comply in all respects with the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 in that the obligations contained herein are necessary to make the Development acceptable in planning terms, directly relate to the Development and fairly and reasonably related in scale and kind to the Development

IN WITNESS whereof with the intent that these presents should be executed as a deed the parties hereto have duly executed the same the day and year first before written

EXECUTED AS A DEED BY

SALAMON NOE

in the presence of:

Witness signature

Witness name

Witness address

M. CYMERMAN

City Home
Monk Way
London NW11 0AF

EXECUTED AS A DEED BY

ETELKA NOE

in the presence of:

Witness signature

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