

DATED

20<sup>th</sup> May

2015

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**HAMILTON LOFTS LTD**

**and**

**THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF RICHMOND UPON THAMES**

**AGREEMENT UNDER SECTION 106  
OF THE TOWN AND COUNTRY PLANNING ACT  
1990 (AS AMENDED)  
DEED OF VARIATION RELATING TO LAND SITUATE AT  
37 HAMILTON ROAD**

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Head of Civic and Legal Services  
London Borough of Merton  
Merton Civic Centre  
London Road  
Morden  
Surrey  
SM4 5DX

Ref: CS/LEG/RO/448-272

**THIS DEED OF PLANNING OBLIGATION** is made on the 20<sup>th</sup> day of May 2015

**BETWEEN**

- (1) **HAMILTON LOFTS LTD** (Company registered in England No. 5147307) whose registered office is situated at 20 Mortlake High Street, London, SW14 8JN ("the Owner")
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre, 44 York Street, Twickenham TW1 3BZ ("the Council")  
(and together called "the Parties")

**WHEREAS**

- (1) The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 as amended (hereinafter called "the Act") for the site known as 37 Hamilton Road, Twickenham (hereinafter called "the Site") and shown on the Plan edged red
- (2) The Owner is the registered proprietor of the freehold title absolute to the Site under title number TGL254436
- (3) A unilateral undertaking dated 26<sup>th</sup> May 2011 in favour of the Council was entered into by the Owner and Heritable Bank Plc pursuant to section 106 of the Town and Country Planning Act 1990 ("the Principal Agreement") by the Parties pursuant to planning application number 10/1691/FUL (hereinafter called "the Application") wherein the Owner covenanted with the Council as therein set out for certain obligations to in respect the provision of on site affordable housing, financial contribution, a car club provision and a future restriction on parking permits if a controlled parking zone is established in the future
- (4) Pursuant to the Principal Agreement, the Owner and the Council entered into the Nominations Deed

- (5) This Deed varies the Principal Agreement and the Nominations Deed entered pursuant to the same so that the affordable housing elements referenced therein mirror changes in national and local planning policies
- (6) The Parties hereto agree to vary and supplement the provisions of the Principal Agreement and Nominations Deed as hereinafter provided for

**NOW THIS DEED WITNESSETH AS FOLLOWS:**

**1. INTERPRETATION**

- 1.1 This Deed made under seal is made pursuant to Sections 106 and 106A of the Act and other enabling powers and contains obligations for the purposes of Section 106 of the Act and is enforceable by the Council as the local planning authority for the area in which the Site is situated against the Owner and their successors in title and assigns
- 1.2 In this Deed all words and expressions shall except where the context otherwise provides have the same meaning as those contained in the Principal Agreement and as from the date of the decision notice in respect of the Second Application the parties to this Deed agree that the Principal Agreement shall be varied as provided for in this Deed
- 1.3 The Deed shall come into effect upon the date hereof
- 1.4 It is hereby agreed and declared that except for the modifications set out in this Deed the provisions of the Principal Agreement and the Nominations Deed shall remain in full force and effect
- 1.5 This Deed shall be read in conjunction with the Principal Agreement and the Nominations Deed
- 1.6 The Council are the local planning authority capable of enforcing the obligations in the Principal Agreement and Nominations Deed in this Deed of Variation

## 2. MODIFICATIONS TO THE PRINCIPAL AGREEMENT

2.1 In respect of Clause 1 of the Principal Agreement:

2.1.1 the following definitions shall be deleted:

**"Social Rented Housing"** "means Affordable Housing to be let at Target Rents"

**"Target Rents"** means the TSA Target Rents for the area within which the Property is located for the relevant year or any rent requirements stipulated for Registered Providers by the TSA

2.1.2 the following definitions shall be amended so that they read as follows:

**"Affordable Housing"** means subsidised housing available through a Registered Provider (or other social landlord as the Council shall have approved in writing) available to persons who cannot afford to rent or buy housing generally available on the open market

**"Affordable Housing Units"** means all of the units of Affordable Housing be constructed as part of the Development at an Affordable Rent and comprising three (3) 1-bed flats, three (3) 2-bed houses and two (2) 1-bed bungalows and the term "Affordable Housing Unit" shall be construed accordingly

**"Nominations Deed"** means the nomination agreement dated 19<sup>th</sup> June 2014 between the Richmond upon Thames Churches Housing Trust Limited (1) and the Council (2)"

2.1.3 the following definition shall be added as follows:

**"Affordable Rent"** means housing that in accordance with the Housing and Regeneration Act 2008 is aimed at households who are eligible for social rented housing subject to rent controls such that rents shall not exceed more than 80% (inclusive of

service charge) of the Local Market Rent and the term "Affordable Rented Housing Units" shall be construed accordingly

SAVE THAT the rent in respect of any Affordable Housing Unit shall not exceed the maximum Local Housing Allowance limit for that unit (inclusive of service charges where applicable)

**"Local Housing Allowance"** means the Council's published Local Housing Allowance as varied from time to time

**"Local Market Rent"** means the rent that a similar dwelling would let for between a willing landlord and a willing tenant on the open market on the assumption that such dwelling is free from the covenants set out in this Deed

2.1.4 references to "Social Rented Housing" in paragraph 1.4 of Schedule 1 shall be read as references to "Affordable Rented Housing Units"

2.2 Schedule 4 of the Principal Agreement shall be deleted entirely

2.3 In the Second Schedule to the Nominations Deed, the reference to Social Rented Housing shall be read as a reference to Affordable Rented Housing Units

### **3. REGISTRATION**

3.1 The Council will register this Deed in its Register of Local Land Charges

3.2 Forthwith upon compliance by the Owner with their obligations in this Deed or in any event that the obligations shall cease to have effect and the Council shall take all necessary action to procure that all reference to this Deed and to the obligations within it is removed from both the relevant Register of Local Land Charges and/or as a land charge pursuant to the Land Charges Act 1972

**4. MISCELLANEOUS**

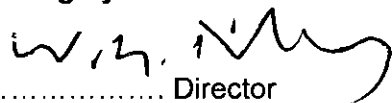
- 4.1 For the avoidance of doubt the provisions of this Deed (other than those contained in this clause) shall not have effect until this Deed has been dated
- 4.2 The headings in this Deed are for ease of reference only and shall not affect the construction of this Deed
- 4.3 References to the singular include the plural and references to any gender include all genders
- 4.4 Save as herein varied the Principal Agreement shall continue in full force and effect insofar as the obligations within it remain to be satisfied


**5. COSTS**

The Owner covenants on the date hereof it shall pay to the Council's reasonable legal costs in respect of preparing and completing this Deed in the sum of £500

**IN WITNESS WHEREOF THIS AGREEMENT** has been executed as a Deed of Agreement by the parties hereto and is intended to be and is hereby delivered on the date first before written

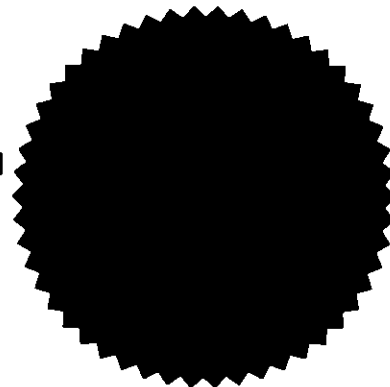
**EXECUTED as a DEED  
by HAMILTON LOFTS  
LIMITED acting by**

  
..... Director

  
..... Company Secretary

**THE COMMON SEAL of  
THE MAYOR AND BURGESSES  
OF THE LONDON BOROUGH  
OF RICHMOND UPON THAMES** was hereunto affixed  
in the presence of

*C. W*



Seal Number 28238/03

Authorised Signatory