

DATED

28th June 2017

2017

**(1) THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF
RICHMOND**

with

(2) HAMILTON LOFTS LIMITED

**under Section 106 of the Town and Country Planning Act 1990
relating to 37 Hamilton Road, Twickenham**

THIS DEED OF VARIATION is made the 28th dated the day of June 2017

BETWEEN

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre 44 York Street Twickenham Middlesex, TW1 3BZ ("the Council")
- (2) **HAMILTON LOFTS LIMITED** (company registration number 5147307) whose registered office is situate at 20 Mortlake High Street London SW14 8JN ("the Owner")

(and together called "**the Parties**")

WHEREAS

- (A) the Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 ("the Act") for the area within which the land shown on the plan attached to a Deed of Unilateral Undertaking ("**the Section 106 Agreement**") dated the 24th day of June 2011 made pursuant to section 106 of the Act and therein and in this Deed described as "the Property" is situate and being land and property known as 37 Hamilton Road Twickenham TW2 6SN
- (B) the Owner is registered at the Land Registry with absolute title under title number TGL254436 as the proprietor of the freehold interest in the Property
- (C) The Parties have agreed to vary the Section 106 Agreement as set out below.

Legal Effect

- 1. This Deed is made pursuant to Section 106 and Section 106A of the Act. The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council. The obligations contained in this Deed entered into by the

Council are entered into pursuant to the powers contained in Section 16 of the Greater London Council (General Powers) Act 1974 and Section 111 of the Local Government Act 1972. The obligations and covenants herein contained:

- (a) are covenants and planning obligations to which these statutory provisions apply; and
 - (b) relate to the Property; and
 - (c) are enforceable by the Council as the local planning authority.
2. The obligations in this Deed shall be binding on the Owner together with its respective successors in title provided that no person shall be liable for any breach of any covenant or obligation contained in this Deed after it has parted with its interest in the Property (save in relation to any antecedent breach prior to parting with such interest).
3. This Deed shall be registrable as a local land charge by the Council.
4. Save as expressly varied by this Deed the Section 106 Agreement shall remain in full force and effect.
5. This Deed shall take effect upon grant of planning permission for the Second Application

6. Variation

6.1 The Section106 Agreement is hereby varied in the following respects:

- (a) The following definitions shall be deleted:

“**Car Club Space**” means the car parking space edged green on Plan 2;

“**Plan 2**” means the plan so marked and annexed hereto

- (b) The definition of “DCM” shall be deleted and replaced with:

“HDM” means the Council’s Head of Development Management for the time being or such other person who may be appointed from time to time to carry out that function;

- (c) Paragraphs 1.1, 1.2(i), 1.2(ii), 1.2 (iv) 1.3 and 1.4 and 1.5 of Schedule 3 shall be deleted

7. MISCELLANEOUS

- 7.1 The headings in this Deed are for ease of reference only and shall not affect the construction of this Deed
- 7.2 References to the singular include the plural and references to any gender include all genders

8. COSTS

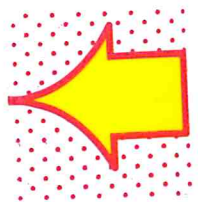
- 8.1 On the date hereof the Owner will pay to the Council the Council’s reasonable and proper legal costs in the preparation and completion of this Deed in the sum of five hundred pounds (£500)

IN WITNESS to the above the Parties have executed this document as a Deed the day and year above written



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



Senior Lawyer



EXECUTED as a DEED by)
HAMILTON LOFTS LIMITED)
acting by a director and its secretary)
or by two directors)

Director 
Director / Secretary 

SIGN