

DEED dated the *2nd* day of

October

2017

PARTIES

- (1) **THE MAYOR AND BURGESSES OF LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre 44 York Street, Twickenham Middlesex TW1 3BZ (the **Council**); and
- (2) **PINENORTH PROPERTIES LIMITED** (incorporated in Jersey) of 28-30, the Parade, St Helier, Jersey Channel Islands JE1 1EQ whose address for service in the United Kingdom is Dentons UKMEA, One Fleet Place, London EC4M 7WS (the **Owner**);
- (3) **HAYMARKET GROUP PROPERTIES LIMITED** (Company Registration No 01469098) whose registered office is at Teddington Studios, Broom Road, Teddington Middlesex TW11 9BE (**Haymarket**); and
- (4) **HAYMARKET GROUP LIMITED** (Company Registration No 01469098) whose registered office is at Teddington Studios, Broom Road, Teddington Middlesex TW11 9BE (the **Group Company**)

RECITALS

- A The Council is the local planning authority for the purposes of the Act for the area within which the Land is situated and for the purpose of section 106 of the Act is the local planning authority entitled to enforce the planning obligations contained in this deed.
- B The Council is also the local highway authority for the purposes of the Highways Act 1980.
- C The Owner is the registered proprietor of the freehold interest in the Land subject to those matters contained in or referred to in the property and charges registers of the title to the Land.
- D On 9 December 2014 the Council granted the First Planning Permission for the Development.

- E On 9 December 2014 Haymarket entered into a deed pursuant to Section 106 of the Act for the purposes of regulating the First Planning Permission (the **Original Deed**). The other parties to the deed were the Council, the Group Company and The Royal Bank of Scotland Plc.
- F Haymarket was the freehold owner of the Land at the date the First Planning Permission was granted and the Original Deed was entered into and The Group Company is the holding company of Haymarket.
- G On 14 October 2015 the Second Planning Permission was granted by the Council and the Original Deed varied by a supplemental deed dated 14 October 2015.
- H On 18th July 2016 the Third Planning Permission was granted by the Council and the Original Deed varied by a further supplemental deed dated 13th July 2016.
- I On 24th April 2017 the Fourth Planning Permission was granted by the Council and the Original Deed varied by a further supplemental deed dated 21st April 2017.
- J On 5th April 2017 a further application (Council reference No. 17/1286/VRC) was submitted for the variation of approved drawing numbers attached to the First Planning Permission to allow for the development of Block B as two blocks and an increase in the overall number of units from 220 to 235, minor changes to the riverside walkway and changes to the internal layout as shown on the submitted drawings.
- K On 20 November 2015 Haymarket transferred all of its interest in the Land to the Owner. Haymarket has been released from all further liability under the Original Deed (as amended by the Supplemental Section 106 Agreements) except for its liability pursuant to Schedules 10 and 11 of the Original Deed.
- L This Deed is made under sections 106 and 106A of the Act.

M The Parties agree that the terms of the Original Deed (as amended by the Supplemental Section 106 Agreements) and this Deed shall apply to the Varied Planning Permission for the Revised Development.

NOW THIS DEED WITNESSETH as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 The terms defined in the Recitals and the following definitions and rules of interpretation apply in this Deed:

Definitions:

- (a) **"First Planning Permission"** means the planning permission (Council reference No. 14/0914/FUL) granted by the Council on 9 December 2014 for the demolition of the existing buildings with the exception of Weir Cottage and the erection of part four/part five/part six/part seven storey buildings to provide 213 flats, erection of 6 three storey houses to Broom Road frontage, use of Weir Cottage for residential purposes, provision of 258 car parking spaces at basement and ground level, closure of existing access and provision of two new accesses from Broom Road, provision of publicly accessible riverside walk together with cycle parking and landscaping on the land and adjacent highway
- (b) **"Second Planning Permission"** means the planning permission (Council reference No. 15/1829/VRC) granted by the Council on 14th October 2014 for the variation of conditions in the First Planning Permission to enable Phase 1 demolition works to ground floor slab level
- (c) **"Third Planning Permission"** means the planning permission (Council reference No. 15/3973/VRC) granted by the Council on 18th July 2016 for the variation of conditions in the Second Planning Permission to allow for changes to layout and number of proposed residential buildings and an increase in the amount of landscaped area

- (d) **“Fourth Planning Permission”** means the planning permission (Council reference number 16/2875/FUL) granted by the Council on 24th April 2017 for an extension to the affordable housing block (Block E) to provide three additional units of Affordable Housing for shared ownership and related parking
- (e) **“Planning Permission”** means any of the First Planning Permission, the Second Planning Permission, Third Planning Permission and the Fourth Planning Permission
- (f) **“Supplemental Section 106 Agreements”** means the three supplemental section 106 agreements completed in respect of the Land on 14th October 2015, 13th July 2016 and 21st April 2017

- 1.2 Unless stated otherwise, any word or phrase in this Deed shall be as defined in the Original Deed or the Supplemental Section 106 Agreements.
- 1.3 Words importing one gender shall be construed as importing any other gender.
- 1.4 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.5 The clause and paragraph headings in the body of this Deed and in the schedule do not form part of this Deed and shall not be taken into account in its construction or interpretation.

2 PLANNING OBLIGATIONS

- 2.1 The covenants, restrictions and requirements contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act.

3 BINDING EFFECT OF AGREEMENT

- 3.1 This deed is made pursuant to Sections 106 and 106A of the 1990 Act Sections 111 and 139 of the Local Government Act 1972 and all other enabling powers and relates to the Land and the covenants restrictions

and requirements contained in it are enforceable by the Council pursuant to such Acts

- 3.2 The Owner hereby covenants for itself and its successors in title in respect of the Land and each and every part thereof to observe and perform the planning obligations and covenants given by it and contained in the Original Deed (subject to the conditions limitations and provisos set out therein) as varied by the Supplemental Section 106 Agreements and clause 7 of this Deed with the intent that such planning obligations and covenants shall have effect in relation to the implementation of the Varied Planning Permission for the Revised Development
- 3.3 Notwithstanding its disposal of all interests in the Land to the Owner, Haymarket for itself and its successors in title and assigns hereby covenants to observe and perform the planning obligations and covenants given by it and contained in Schedules 10 and 11 of the Original Deed (subject to the conditions limitations and provisos set out therein) as varied by the Supplemental Section 106 Agreements and Clause 7 of this Deed with the intent that such planning obligations and covenants shall have effect in relation to the implementation of the Varied Planning Permission for the Revised Development .
- 3.4 The Group Company hereby covenants to observe and perform the covenants given by it and contained in the Original Deed (subject to the conditions limitations and provisos set out therein) as varied by the Supplemental Section 106 Agreements and clause 7 of this Deed with the intent that such covenants shall have effect in relation to the implementation of the Varied Planning Permission for the Revised Development .
- 3.5 The Council hereby covenants to observe and perform the covenants given by it and contained in the Original Deed (subject to the conditions limitations and provisos set out therein) as varied by the Supplemental Section 106 Agreements and clause 7 of this Deed with the intent that such covenants shall have effect in relation to the implementation of the Varied Planning Permission for the Revised Development .

- 3.6 Clauses 3.2 to 3.5 are conditional upon implementation of the Fifth Planning Permission and the Owner shall give written notice to the Council of the date it implements the Fifth Planning Permission.

4 EFFECTIVE DATE

- 4.1 This Deed has been executed as a deed and is delivered and comes into effect on the date hereof but its provisions are conditional on the grant of the Fifth Planning Permission.

5 ACKNOWLEDGEMENTS BY COUNCIL

- 5.1 The Council acknowledges and agrees that:
- (a) the provisions of the Original Deed (as modified by the Supplemental Section 106 Agreements) shall continue in full force and effect with respect to the Planning Permission unless and until the Owner implements the Fifth Planning Permission; and
 - (b) upon implementation of the Fifth Planning Permission the Original Deed (as modified by the Supplemental Section 106 Agreements) shall continue in full force and effect (save as modified by this Deed) and shall operate as if the variations made by Clause 7 of this Deed are incorporated into the Original Deed such that the provisions of the Original Deed (as modified by the Supplemental Section 106 Agreements and by this Deed) shall have effect in relation to the implementation of the Varied Planning Permission and the carrying out of the Revised Development.

6 DECLARATIONS

- 6.1 (Save to the extent provided in clause 3.7 of the Original Deed and in the Supplemental Section 106 Agreements) no person shall be liable for breach of a covenant contained in this Deed after they shall have parted with all interest in the Land or the part in respect of which each breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.

- 6.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than Varied Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 6.3 Nothing in this Deed shall be construed as restricting the exercise by the Council of any powers exercisable by it under the 1990 Act or any other Act regulation or byelaws.
- 6.4 Save as provided in clauses 3.4 and 3.5 of the Original Deed this Deed shall cease to have effect if the Fifth Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) is modified by any statutory procedure or expires prior to the date on which a material operation is undertaken pursuant to it for the purposes of Section 56(4) of the Act.
- 6.5 Any discharge or performance by the Owner, Haymarket or the Group Company of an obligation arising by reason of the operation of clauses in this Deed or the Supplemental Section 106 Agreements (being an obligation which is also required to be discharged or performed under the Original Deed as varied by the Supplemental Section 106 Agreements) shall be deemed to be a discharge or performance of the same obligation in, and for all purposes under, the Original Deed.
- 6.6 For the avoidance of doubt the variation of the Original Deed contained in, and effected by, clause 7.1(d) of the supplemental section 106 agreement completed in respect of the Land dated 13th July 2016 remains in full force and effect and will do so irrespective of such supplemental agreement and/or this Deed otherwise ceasing to have effect.

7 VARIATIONS TO ORIGINAL DEED

- 7.1 The Original Deed (as amended by the Supplemental Section 106 Agreements) shall be varied as follows:-
- (a) Schedule 5 in the Original Deed shall be replaced with the Schedule in this Deed.

- (b) A new definition shall be inserted for "Social Rented Units" and it shall read as follows:
- "Social Rented Units" means the fifteen (15) Residential Units in block E7 as shown on Plan 2 that will form part of the Development upon implementation of the Fifth Planning Permission and Fourth Planning Permission (and "Social Rented Unit" shall be construed accordingly)*
- (c) A new definition shall be inserted for "Social Rented Housing" and it shall read as follows:
- "Social Rented Housing" means Affordable Housing let at current London Affordable Rent levels*
- (d) all references to "Shared Ownership Units" shall be changed to "Social Rented Units"
- (e) all references to "Shared Ownership Housing" shall be changed to "Social Rented Housing"
- (f) A new definition shall be inserted for "London Affordable Rent" and it shall read as follows:
- "London Affordable Rent" shall mean a rent (excluding service charge) which does not exceed the London Affordable Rent benchmark levels for homes, with such benchmarks to be updated each April by the increase in CPI (for the previous September) plus one per cent and published by the Greater London Authority. The 2017/2018 benchmark levels are defined in the Homes for Londoners Affordable Homes Programme 2016-21 Funding Guidance dated November 2016*
- (g) The definitions for "Eligible Household", "Shared Ownership Units" and "Shared Ownership Housing" shall be deleted
- (h) Plan 2 shall be replaced with the plan annexed hereto insofar as it shows amendments to the position of the Riverside Walkway and

Site Walkways and Schedule 7 of the Original Deed shall be construed by reference to the plan annexed hereto

- (i) all references to "Planning Application" shall be construed as meaning:
 - (i) *the planning applications made in connection with the grant of the First Planning Permission, the Fourth Planning Permission and the Fifth Planning Permission respectively; and*
 - (ii) *any subsequent planning application(s) made under section 73 of the Act to vary the conditions of the Varied Planning Permission and amend the Revised Development*
- (j) A new definition shall be inserted for the "Varied Planning Permission" and it shall read as follows:

"Varied Planning Permission" means the Fourth Planning Permission and the Fifth Planning Permission and despite the date of grant, shall always for Schedules 8 to 11 (inclusive) of the Original Deed be taken as having the same date of grant as the First Planning Permission i.e. 9 December 2014
- (k) all references to "Planning Permission" shall be construed as meaning "Varied Planning Permission"
- (l) A new definition shall be inserted for the "Revised Development" and it shall read as follows:

"Revised Development" means the development of the Land in accordance with the Varied Planning Permission
- (m) all references to "Development" shall be construed as meaning "Revised Development"
- (n) A new definition shall be inserted for the "First Planning Permission" and it shall read as follows:

"First Planning Permission" means the planning permission (Council reference No. 14/0914/FUL) granted by the Council on 9 December 2014 for the demolition of the existing buildings with the exception of Weir Cottage and the erection of part four/part five/part six/part seven storey buildings to provide 213 flats, erection of 6 three storey houses to Broom Road frontage, use of Weir Cottage for residential purposes, provision of 258 car parking spaces at basement and ground level, closure of existing access and provision of two new accesses from Broom Road, provision of publicly accessible riverside walk together with cycle parking and landscaping on the land and adjacent highway

- (o) A new definition shall be inserted for "Fourth Planning Permission" and it shall read as follows:

"Fourth Planning Permission" means the planning permission (Council reference number 16/2875/FUL) granted by the Council on 24th April 2017 for an extension to the affordable housing block (Block E) to provide three additional units of Affordable Housing for shared ownership and related parking

- (p) A new definition shall be inserted for "Fifth Planning Permission" and it shall read as follows:

"Fifth Planning Permission" means such planning permission as is granted by the Council pursuant to planning application 17/1286/VRC (validated by the Council on 5th April 2017) for the variation of approved drawing numbers attached to the First Planning Permission to allow for the development of Block B as two blocks and an increase in the overall number of units from 220 to 235 (an increase to 238 units if built in conjunction with the Fourth Planning Permission), minor changes to the riverside walkway and changes to the internal layout and the riverside walkway as shown on the submitted drawings

8 LOCAL LAND CHARGE

- 8.1 This Deed shall be registered as a local land charge.

9 THIRD PARTY RIGHTS

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

10 EFFECT OF INVALIDITY, ILLEGALITY OR ENFORCEABILITY

- 10.1 If any provision of this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof will not in any way be deemed thereby to be affected or impaired.

11 GOVERNING LAW

- 11.1 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) shall be governed by and construed in accordance with the law of England and Wales.

12 COUNCIL'S LEGAL COSTS

- 12.1 The Owner covenants to pay the Council's costs in the preparation of this agreement in the sum of £800

SCHEDULE 5
AFFORDABLE HOUSING PROVISIONS

The Owner and the Council covenant with each other as follows:

Reasonable endeavours to contract with a Registered Provider

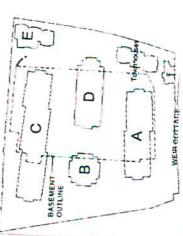
1. The Owner covenants with the Council to use reasonable endeavours to enter into a contract with a Registered Provider (as defined in the Original Deed) to sell the freehold interest in or grant a Long Leasehold Interest in the Social Rented Units to such Registered Provider.

Where the Owner contracts with a Registered Provider

2. The Owner covenants with the Council that (except with the written consent of the Council) the Owner shall not Occupy or cause or permit to be Occupied more than seventy-five (75) Market Units until the Owner has offered to sell to a Registered Provider the freehold interest or a Long Leasehold Interest in the Social Rented Units such offer to include the terms set out in paragraph 7 of this Schedule.
3. The Owner covenants with the Council that (except with the written consent of the Council) the Owner shall not Occupy or cause or permit to be Occupied more than one hundred and fifty (150) Market Units until:
 - 3.1 Practical Completion of the Social Rented Units has occurred; and
 - 3.2 the Owner has exchanged contracts with a Registered Provider for either the sale of the freehold interest or the grant of a Long Leasehold Interest in the Social Rented Units (to include the terms set out in paragraph 5 of this Schedule) which provides for such sale or grant to be completed not later than three months after Practical Completion of the Social Rented Units.

4. The Owner covenants with the Council to use reasonable endeavours to procure that the Social Rented Units are constructed in accordance with the Greater London Authority's Housing Design Guide (published at the date of this Deed) and the Code for Sustainable Homes Level 4 (published at the date of this Deed).
5. The contract of sale of the freehold interest or grant of a Long Leasehold Interest shall be prepared by the Owner's solicitors and shall contain inter alia the following terms:
 - 5.1 provision for the payment of an estate service charge;
 - 5.2 a grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights necessary for the beneficial enjoyment of the Social Rented Units as part of and consistent with the Development of the Land in accordance with the Planning Permission;
 - 5.3 a reservation to the Owner of all rights of access light air passage of services entry and other rights reasonably required and consistent with the beneficial use and enjoyment of the remainder of the Development; and
 - 5.4 such other covenants as the Owner may reasonably require for the maintenance of the completed Development and the preservation of the appearance thereof but otherwise with no unduly onerous or unusual covenants which conflict with the nature of the use of the Social Rented Units for Affordable Housing.
6. The Owner covenants with the Council not to use or Occupy or cause or permit the Social Rented Units to be used or Occupied other than on a Social Rented basis and at rent levels no greater than London Affordable Rents.

Ref	Description	Date	Drawn By	Issued By	Priority
P01	Drawings submitted for approval Check of drawings for compliance with planning requirements. It is provided by copyright act that any drawing submitted without the consent of Hamiltons Architects Ltd.	11-05-15	EP	EPH	TPH
P02	Drawings submitted for approval Check of drawings for compliance with planning requirements. It is provided by copyright act that any drawing submitted without the consent of Hamiltons Architects Ltd.	18-04-16	EP	EPH	TPH
P03	General Block B Blocks, associated facilities Structure revised to provide rooms and access vehicles	11-05-15	EP	EPH	TPH
P04	General Block B Blocks, associated facilities Structure revised to provide rooms and access vehicles	10-01-16	EP	EPH	TPH
P05	General Block B Blocks, associated facilities Structure revised to provide rooms and access vehicles	23-03-17	EP	EPH	TPH
P06	General Block B Blocks, associated facilities Structure revised to provide rooms and access vehicles	07-06-17	EP	EPH	TPH



- LEGEND
- BUILDING E
 - PUBLIC AMENITY
 - RIVER WALK
 - SITE WALKWAY
 - SITE WALKWAY
 - SITE WALKWAY
 - SITE WALKWAY

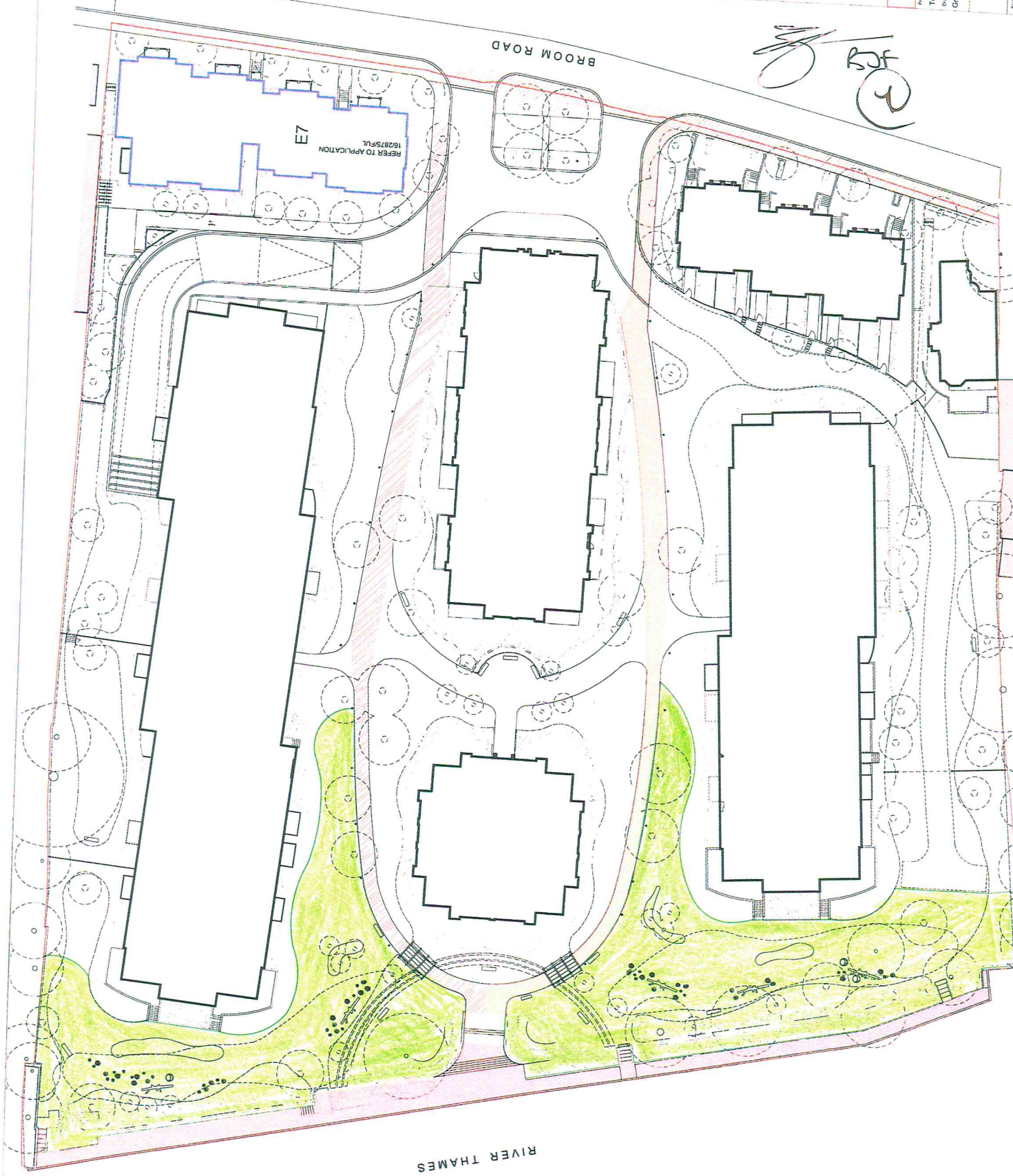
PLAN 2



PLANNING

Project:
Teddington Riverside
Drawing Title:
Ground Floor Plan

hamiltons architects



Deal Reg No 25676/04

EXECUTED as a Deed by)
PINENORTH PROPERTIES)
LIMITED acting by two of its)
directors or by one of its directors)
and its company secretary)

Director:

Name:- Michaela Harrison-Gray

Signature:- 

Director/Company Secretary:

Name:-

For and behalf of TMF Channel Islands Limited

Signature:-


Authorised Signatory Authorised Signatory

EXECUTED as a Deed by)
HAYMARKET GROUP)
PROPERTIES LIMITED acting by)
two of its directors or by one of its)
directors and its company secretary)

Director:

Name:- BRIAN FREEMAN

Signature:- 

Director/Company Secretary:

Name:- KEVIN COSTELLO

Signature:- 

EXECUTED as a Deed by)
HAYMARKET GROUP LIMITED)
acting by two of its directors)
or by one its directors and)
its company secretary)

Director:

Name:- BRIAN FREEMAN

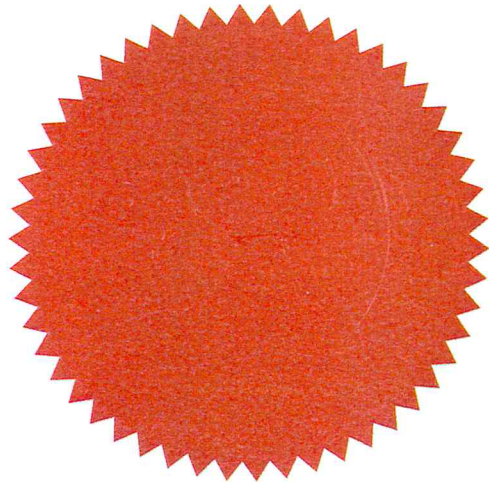
Signature:- 

Director/Company Secretary:

Name:- KEVIN COSTELLO

Signature:- 

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





Authorized officer

Ref CS LEG GRC 217/1395

Seal Reg No 28676/04