

DATED 9th October 2017

- (1) THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF RICHMOND  
UPON THAMES
  
- (2) RICHMOND HOUSING PARTNERSHIP  
LIMITED

**DEED OF AGREEMENT**

made under Section 106 of the  
Town & Country Planning Act 1990  
relating to Informer House 2 High Street  
Teddington TW11 8EW

THIS DEED OF AGREEMENT is made the 9<sup>th</sup> day of October 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) **RICHMOND HOUSING PARTNERSHIP LIMITED** (Registered Society No. IP3093R) of 8 Waldegrave Road, Teddington TW11 8GT ("the Owner")

jointly referred to as the "Parties" and "Party" shall be construed accordingly.

**INTERPRETATION**


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

|                              |   |
|------------------------------|---|
| 1990 Act                     | the Town & Country Planning Act 1990  |
| Accredited Car Club Provider | an organisation accredited in the United Kingdom by Car Plus which provides cars for use by members of a Car Club in consideration of payment thereof   |
| Affordable Housing           | 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, to be provided as 100% Shared Ownership Housing pursuant to Council's Intermediate Housing Policy Statement |
| Approved Drawings            | the drawings to be approved by the Planning Permission  |
| Building Regulations         | means the set standards for the design and construction of buildings pursuant to the Building Regulations 2010  |
| Car Club                     | a local club operated and managed by an Accredited Car Club Provider in which members can book cars owned by the Accredited Car Club Provider and parked in specifically reserved car club spaces and use them for the period of the booking  |

|                        |   |
|------------------------|---|
| Car Plus               | the national charity (No. 1093980) promoting responsible car use and which operates an accreditation scheme for Car Clubs   |
| CPZ                    | any controlled parking zones operating within close proximity of the Property   |
| HDM                    | the Council's Head of Development Management for the time being or such other person as may be appointed from time to time to carry out that function   |
| Development            | the development described in the Planning Permission  |
| Disabled Persons Badge | a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Person's Act 1970  |
| GLA                    | the Greater London Authority  |
| HCA                    | the Homes and Communities Agency for England being the national housing and regeneration agency formed on 1 December 2008 pursuant to the Housing and Regeneration Act 2008 and shall include any statutory successor of the HCA  |
| Implementation         | <p>the carrying out of a material operation as defined by Section 56(4) of the Act in relation to the Development but shall not include the following:</p> <ul style="list-style-type: none"> <li>(i) ground investigatory site survey work</li> <li>(ii) construction of boundary fencing</li> <li>(iii) archaeological investigation</li> <li>(iv) works of decontamination or remediation</li> </ul> |
| Implementation Date    | the date on which Implementation occurs   |
| LDF                    | the adopted policies of the Owner in relation to Local Development Framework Core Strategy 2009 and Development Management Plan 2011  |

London Housing Design Standards the London Plan Housing  
Supplementary Planning Guidance (SPG)  
published March 2016.

|                                      |   |
|--------------------------------------|---|
| London Plan for Intermediate Housing | means the Mayor of London's spatial development strategy (as adjusted annually in accordance with the London Plan Annual Monitoring Report);  |
| Material Start                       | 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  |
| Motor Vehicle                        | any mechanically propelled vehicles intended or adapted for use on a road and / or highway  |
| Occupation                           | means in relation to the Development the full and beneficial occupation of any of the Shared Ownership Units (but this expression shall not include occupation for the purposes of construction or fitting out or for marketing or security purposes) on the Occupation Date and Occupied and Occupy shall be construed accordingly   |
| Occupation Date                      | first Occupation of the first Shared Ownership Unit to be created as part of the Development for residential purposes within Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended)  |
| Planning Application                 | an application for full planning permission submitted to the Council on the 4 <sup>th</sup> July 2016 bearing reference number 16/2647/FUL for the demolition of the existing office (B1a) building (395 sq.m) and the erection a part six / five-storey mixed-use building with a ground floor office / commercial unit (300 sq.m) and 22 (11 x 1 and 11 x 2 bed) affordable 'shared ownership' apartments above with 10 car parking provided at basement level including associated works |
| Planning Permission                  | the planning permission resolved to be granted by the Council pursuant to the Planning Application subject to the prior completion of this Deed   |

|                          |  |
|--------------------------|--|
| Property                 | the freehold property known as Informer House 2 High Street Teddington, TW11 8EW registered at the Land Registry under the title number SGL424921 and shown for edged red on Plan 1-   |
| Registered Provider      | a registered provider who is registered as a registered provider of social housing with the Homes and Communities Agency pursuant to the Housing and Regeneration Act 2008 and which complies with the Council's Affordable Housing Supplementary Planning Document 2014   |
| Residential Occupier     | any tenant or individual occupier or leasehold owner of a Shared Ownership Unit and for the avoidance of doubt the term excludes any business or corporate body or bodies  |
| Residents Parking Permit | a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing for a Motor Vehicle to park in a Residents Parking Bay   |
| Residents Parking Bay    | a marked highway parking space designated by the Council by order under the Road Traffic Regulation Act 1984 the Road Traffic Regulations (Parking) Act 1986 the Parking Act 1989 or the Road Traffic Act 1991 (or other relevant legislation) for use by residents of the locality on which the Development is situated     |
| Shared Ownership Housing | housing which is sold on a shared ownership basis in accordance with published GLA guidelines and the Council's Intermediate Housing Marketing Statement and is affordable by households on low to moderate incomes in accordance with the relevant GLA requirements and the Council's Intermediate Housing Policy Statement |
| Shared Ownership Lease   | a lease which complies with the HCA's or GLA's standard form of shared ownership lease (or such other form of lease agreed by the Council, such agreement not to be unreasonably withheld or delayed)  |
| Shared Ownership Unit    | the twenty two (22) Affordable Housing units to be constructed as part of the Development as Shared Ownership Housing and comprising eleven 1-bed units, and eleven 2-bed units and the term "Shared Ownership Unit" shall be construed accordingly  |

|                      |   |
|----------------------|---|
| Statutory Undertaker | any legal entity authorised by statute to carry on an undertaking for the supply of television, telecommunications, electricity, gas, water |
| Working Day          | any day excluding Saturdays, Sundays and any statutory or bank holiday and the term "Working Days" shall be construed accordingly           |

**WHEREAS:**

- (A) The Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section 106 of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable
- (B) The Owner is the freehold owner of the whole of the Property free from encumbrances that would prevent the Landowner entering into this Agreement
- (C) At its meeting on 8<sup>th</sup> March 2017 the Council's Planning Committee resolved to approve the Application and grant the Planning Permission subject to the prior completion of a deed of planning obligation under section 106 of the 1990 Act to secure the planning obligations now contained in this Deed
- (D) Policies DM TP2 and DM TP8 of the LDF Development Management Plan 2011 provide that the Council will only approve new development where the transport infrastructure can accommodate it or be adapted to it and new development should be acceptable in terms of traffic generation and traffic impact in the road
- (E) In December 2006 the Council adopted as Supplementary Planning Guidance a Car Club Strategy which provides inter alia that the Council will encourage new car club provision in the locality of a development through the Council's preferred Accredited Car Club Provider or, where appropriate and where capacity exists, affiliation to the preferred Accredited Car Club Providers Car Club
- (F) Saved Policy DM EM2 of the Development Management Plan provides that where continued use of employment land for employment use is no longer practicable the Council may permit residential development in the form of affordable housing

**NOW THIS DEED WITNESSETH** as follows:

- 1 THIS Deed is made pursuant to section 106 of the 1990 Act, section 111 of the Local

Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 1 of the Localism Act 2011 and any other enabling statutory provisions.

- 2 THE Owner and covenants with the Council as set out in Schedule 1.
- 3 THE Council covenants with the Owner as set out in Schedule 2.
- 4 Miscellaneous agreements and declarations

The parties agree that:

- (a) nothing contained in this Deed constitutes planning permission;
  - (b) 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;
  - (c) 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;
  - (d) a 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;
  - (e) a reference to a clause is a reference to a clause contained in this Deed;
  - (f) the expressions "the Council" and "the Owner" shall include their respective successors in title and assignees.
- 5 Local land charge provisions

The parties agree that:

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

- (b) The Council will, upon written request by the Owner or a mortgagee if applicable effect a cancellation of any entry made in the Local Land Charges Register in regard to this Deed forthwith after the obligations of the Owner hereunder have been wholly performed or discharged; and
- (c) The Council will, upon written request by the Owner if applicable provide confirmation in writing that the Owners obligations have been wholly performed or discharged.

6 Reference to statutes and statutory instruments

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.

7 Variations

The parties agree that:

- (a) the covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation;
- (b) this Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of the Planning Application pursuant to Section 73 of the 1990 Act as if this Deed had been completed pursuant to such an application.

8 English law applicable

The construction validity and performance of this Deed shall be governed by English law.

9 Effect of revocation of planning permission

In the event of the Planning Permission 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 their successors in title the obligations of the Owner under this Deed shall thereupon cease absolutely and in that



event the Council will repay to the Owner such monies as have been paid to it pursuant to the obligations contained within this Deed to the extent that they remain unspent.

10 Waivers not to be of a continuing nature

No waiver (whether express or implied) by any party to this Deed of any breach or default by any party to this Deed in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent any party to this Deed from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the party in question.

11 Liability of subsequent Owner and release of former Owner

The provisions hereof shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under them 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 interest in such land) PROVIDED THAT:

- (a) a Registered Provider as owner of only the completed Shared Ownership Units shall not be responsible for any of the covenants in this Agreement save for those specified in Schedule 1; and
- (b) a Statutory Undertaker which has an interest in the Property or part thereof for the purpose of its undertaking shall not be bound by the terms of this Deed or be liable for the breach of any covenant contained in this Deed;

12 Contracts (Rights of Third Parties) Act 1999

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 is 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 and the Owner .

13 Release

- 14 this Deed shall be deemed to have been revoked and be of no effect (without any further act or deed on the part of either the Council or the Owner) if a Material Start has not taken place within three (3) years of the date of the planning permission or the Planning Permission having been granted shall be varied or revoked other than at the request of

the Owner or the Planning Permission having been granted is quashed following a successful legal challenge and in any such case any sums paid by the Owner under this Deed shall be repaid to the Owner by the council forthwith together with interest at the base rate of Barclays Bank PLC from the date such sums were received by the Council until the date of repayment

15 Dispute Resolution

The parties agree that:

- (a) in the event of any dispute arising in respect of any matter contained in this Deed save as to matters regarding its legal construction then unless the relevant part of the Deed indicates to the contrary the same shall be referred to an expert being an independent person to be agreed upon between the parties hereto or at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors and such expert shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties hereto and whose costs shall be in his award;
- (b) that the expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty eight (28) days from the date of his appointment to act;
- (c) that the expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten (10) working days written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further five (5) working days in respect of any such submission and material and his decision shall be given in writing within twenty eight (28) days of this appointment with reasons and in the absence of manifest error shall be binding on the said parties;
- (d) the costs of any reference of any dispute shall be paid jointly by the Owner and the Council unless otherwise determined in the independent person's award.

16 Service

Any notice under this Deed shall be in writing and shall be sufficiently served if personally delivered or sent by recorded delivery service addressed in the case of the Council unless otherwise stated herein to the HDM at the address given herein and in the case of the Owner at the address given herein.

**17 CHARITY CLAUSE**

The Owner is an exempt charity.

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

## Schedule 1

### COVENANTS BY THE OWNER

#### Part I – Affordable Housing

- 1 The Owner hereby covenants:
- 1.1 not to Occupy or cause or permit the Occupation of any of the Shared Ownership Units other than for the purposes of Shared Ownership Housing unless otherwise agreed in writing by the Council excepting where the tenant of a Shared Ownership Unit has acquired 100% of the equity in that unit;
- 1.2 when constructing the Shared Ownership Units to apply for and obtain such Building Regulations and other approvals as may be reasonably necessary in respect of the erection of the Affordable Housing Units;
- 1.3 to ensure that the Shared Ownership Units are occupied via Shared Ownership Leases and to ensure that:-

(i) for a period of three months from the first date of marketing the Development, that the two bedroom Shared Ownership Units are offered to Eligible Richmond Households as defined in the Council's Intermediate Housing Policy Statement PROVIDED THAT the Owner may offer such Shared Ownership Units to households with annual gross household income not exceeding the maximum income levels set out in the London Plan for Intermediate Housing; (as adjusted annually in accordance with the London Plan Annual Monitoring Report);

and  
(ii)

for a period of three months from the first date of marketing of the Development, that the one bedroom Shared Ownership Units are offered to Eligible Richmond Households as defined in the Council's Intermediate Housing Policy Statement with annual gross household incomes not exceeding £45,000 or such other amount as approved in writing by the Council (such approval not to be unreasonably withheld) and thereafter not exceeding the maximum income levels for Intermediate Housing set by the London Plan (as adjusted annually in accordance with the London Plan Annual Monitoring Report and the London Borough of Richmond Intermediate Housing, Marketing Statement [2015]).

2 Successors in Title

- 2.1 The provisions in paragraph 1 of Part I of Schedule 1 shall
- 2.2 Not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Shared Ownership Housing;
- 2.3 Cease to apply to any part or parts of the Shared Ownership Housing which are transferred or leased by any party referred to in paragraph 2.2 above;
- 2.4 Cease to apply to any completed residential unit where a Registered Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 16 of the Housing Act 1996 or any similar or substitute right applicable including any such right arising from any voluntary scheme entered into by a Registered Provider;
- 2.5 Cease to apply to any completed residential units where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof;
- 2.6 Not bind any leaseholder of a Shared Ownership Lease nor any successor in title to such person;
- 2.7 Not bind any mortgagee or chargee or Receiver of any such shared ownership leaseholder referred to in 3.6 above nor any person deriving title through such persons; and
- 2.8 Cease to apply to any completed residential units in respect of which a Shared Ownership Lease has been granted and where a Registered Provider shall have disposed of 100% of the equity under the terms of such lease and shall not bind a shared ownership leaseholder who is disposing on the open market in accordance with its rights and obligations under that lease nor bind the mortgagee or chargee or Receiver of such leaseholder.

## **PART II – NOT USED**

### **PART III – CAR PARKING PERMITS**

3. the Owner shall not to dispose of to any person or occupy or allow any person to be a Residential Occupier of any Shared Ownership Unit unless a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital (5) hereof or any other policy replacing the same such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge) to be granted a Residents Parking Permit to park a Motor Vehicle in any Residents Parking Bay or other place within the CPZ within the Council's area nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council nor will they be entitled to apply for a season ticket to park a Motor Vehicle in any car park controlled by the Council

### **PART IV - CAR CLUB**

4.1 Prior to the Occupation Date to submit to the HDM details of the name of and correspondence with Accredited Car Club Providers indicating the intention of the Owner to establish that occupiers of each Shared Ownership Unit shall have membership of a Car Club including a proposed establishment date for its approval and not to occupy the Development unless and until the Accredited Car Club Provider for the Development has been approved by the HDM (such approval not to be unreasonably withheld or delayed)

4.2 Within one month of the Occupation of any part of any Shared Ownership Unit to procure at its own expense that the first occupiers of such Shared Ownership Unit have membership of the approved Car Club for three years and to provide a copy of the final signed and dated contract with the Accredited Car Club Provider to the HDM

4.3 In the event that the Accredited Car Club Provider is no longer able to provide the Car Club for the Development the Owner shall notify the HDM in writing and shall then use reasonable endeavours to secure another Accredited Car Club Provider for the Development in accordance with the provisions of this Deed

### **PART V - PAYMENTS**

5. To pay to the Council: Council's reasonable and proper legal costs in the preparation, negotiation and completion of this Deed in the sum of one thousand pounds (£1500)

## **PART VI - NOTIFICATIONS**

6. To provide written notification to the HDM:

(i) seven days prior to the Implementation Date and a further written notice of the actual Implementation Date within seven days of the occurrence of the same; and

(ii) seven days prior to the Occupation Date

8. For the avoidance of doubt it is hereby agreed that if Implementation occurs and the notice required in paragraph 6(i) Part VI of Schedule 1 has not been given then the failure to give notice shall not affect the liability of the Owner and the Developer to comply with the planning obligations in this Deed

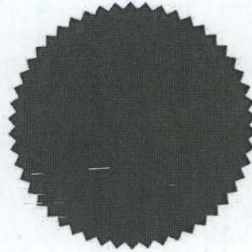
## **SCHEDULE 2**

### **COVENANTS BY THE COUNCIL**

- 1.1 to accept the Owner's covenants contained in Schedule 1 of this Deed
- 2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.

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

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



Authorized Officer

Seal Reg. No. 28684/03

THE COMMON SEAL of )  
RICHMOND HOUSING )  
PARTNERSHIP LIMITED was )  
affixed in the presence of:- )

Authorized Signatory

Authorized Signatory



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 \_\_\_\_\_

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

Authorised Officer

Seal Reg. No.

THE COMMON SEAL of )  
RICHMOND HOUSING )  
PARTNERSHIP LIMITED was )  
affixed in the presence of:- )

Authorised Signatory

Authorised Signatory

1207/1

DATED 9th October 2017

- (1) THE MAYOR AND BURGESSES OF THE  
LONDON BOROUGH OF RICHMOND  
UPON THAMES
  
- (2) RICHMOND HOUSING PARTNERSHIP  
LIMITED

**DEED OF AGREEMENT**

made under Section 106 of the  
Town & Country Planning Act 1990  
relating to Informer House 2 High Street  
Teddington TW11 8EW

THIS DEED OF AGREEMENT is made the 9<sup>th</sup> day of October 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) **RICHMOND HOUSING PARTNERSHIP LIMITED** (Registered Society No. IP3093R) of 8 Waldegrave Road, Teddington TW11 8GT ("the Owner")

jointly referred to as the "Parties" and "Party" shall be construed accordingly.

**INTERPRETATION**


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

|                              |   |
|------------------------------|---|
| 1990 Act                     | the Town & Country Planning Act 1990  |
| Accredited Car Club Provider | an organisation accredited in the United Kingdom by Car Plus which provides cars for use by members of a Car Club in consideration of payment thereof   |
| Affordable Housing           | 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, to be provided as 100% Shared Ownership Housing pursuant to Council's Intermediate Housing Policy Statement |
| Approved Drawings            | the drawings to be approved by the Planning Permission  |
| Building Regulations         | means the set standards for the design and construction of buildings pursuant to the Building Regulations 2010  |
| Car Club                     | a local club operated and managed by an Accredited Car Club Provider in which members can book cars owned by the Accredited Car Club Provider and parked in specifically reserved car club spaces and use them for the period of the booking  |

|                        |   |
|------------------------|---|
| Car Plus               | the national charity (No. 1093980) promoting responsible car use and which operates an accreditation scheme for Car Clubs   |
| CPZ                    | any controlled parking zones operating within close proximity of the Property   |
| HDM                    | the Council's Head of Development Management for the time being or such other person as may be appointed from time to time to carry out that function   |
| Development            | the development described in the Planning Permission  |
| Disabled Persons Badge | a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Person's Act 1970  |
| GLA                    | the Greater London Authority  |
| HCA                    | the Homes and Communities Agency for England being the national housing and regeneration agency formed on 1 December 2008 pursuant to the Housing and Regeneration Act 2008 and shall include any statutory successor of the HCA  |
| Implementation         | <p>the carrying out of a material operation as defined by Section 56(4) of the Act in relation to the Development but shall not include the following:</p> <ul style="list-style-type: none"> <li>(i) ground investigatory site survey work</li> <li>(ii) construction of boundary fencing</li> <li>(iii) archaeological investigation</li> <li>(iv) works of decontamination or remediation</li> </ul> |
| Implementation Date    | the date on which Implementation occurs   |
| LDF                    | the adopted policies of the Owner in relation to Local Development Framework Core Strategy 2009 and Development Management Plan 2011  |

London Housing Design Standards the London Plan Housing  
Supplementary Planning Guidance (SPG)  
published March 2016.

|                                      |   |
|--------------------------------------|---|
| London Plan for Intermediate Housing | means the Mayor of London's spatial development strategy (as adjusted annually in accordance with the London Plan Annual Monitoring Report);  |
| Material Start                       | 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  |
| Motor Vehicle                        | any mechanically propelled vehicles intended or adapted for use on a road and / or highway  |
| Occupation                           | means in relation to the Development the full and beneficial occupation of any of the Shared Ownership Units (but this expression shall not include occupation for the purposes of construction or fitting out or for marketing or security purposes) on the Occupation Date and Occupied and Occupy shall be construed accordingly   |
| Occupation Date                      | first Occupation of the first Shared Ownership Unit to be created as part of the Development for residential purposes within Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended)  |
| Planning Application                 | an application for full planning permission submitted to the Council on the 4 <sup>th</sup> July 2016 bearing reference number 16/2647/FUL for the demolition of the existing office (B1a) building (395 sq.m) and the erection a part six / five-storey mixed-use building with a ground floor office / commercial unit (300 sq.m) and 22 (11 x 1 and 11 x 2 bed) affordable 'shared ownership' apartments above with 10 car parking provided at basement level including associated works |
| Planning Permission                  | the planning permission resolved to be granted by the Council pursuant to the Planning Application subject to the prior completion of this Deed   |

|                          |  |
|--------------------------|--|
| Property                 | the freehold property known as Informer House 2 High Street Teddington, TW11 8EW registered at the Land Registry under the title number SGL424921 and shown for edged red on Plan 1-   |
| Registered Provider      | a registered provider who is registered as a registered provider of social housing with the Homes and Communities Agency pursuant to the Housing and Regeneration Act 2008 and which complies with the Council's Affordable Housing Supplementary Planning Document 2014   |
| Residential Occupier     | any tenant or individual occupier or leasehold owner of a Shared Ownership Unit and for the avoidance of doubt the term excludes any business or corporate body or bodies  |
| Residents Parking Permit | a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing for a Motor Vehicle to park in a Residents Parking Bay   |
| Residents Parking Bay    | a marked highway parking space designated by the Council by order under the Road Traffic Regulation Act 1984 the Road Traffic Regulations (Parking) Act 1986 the Parking Act 1989 or the Road Traffic Act 1991 (or other relevant legislation) for use by residents of the locality on which the Development is situated     |
| Shared Ownership Housing | housing which is sold on a shared ownership basis in accordance with published GLA guidelines and the Council's Intermediate Housing Marketing Statement and is affordable by households on low to moderate incomes in accordance with the relevant GLA requirements and the Council's Intermediate Housing Policy Statement |
| Shared Ownership Lease   | a lease which complies with the HCA's or GLA's standard form of shared ownership lease (or such other form of lease agreed by the Council, such agreement not to be unreasonably withheld or delayed)  |
| Shared Ownership Unit    | the twenty two (22) Affordable Housing units to be constructed as part of the Development as Shared Ownership Housing and comprising eleven 1-bed units, and eleven 2-bed units and the term "Shared Ownership Unit" shall be construed accordingly  |

|                      |   |
|----------------------|---|
| Statutory Undertaker | any legal entity authorised by statute to carry on an undertaking for the supply of television, telecommunications, electricity, gas, water |
| Working Day          | any day excluding Saturdays, Sundays and any statutory or bank holiday and the term "Working Days" shall be construed accordingly           |

**WHEREAS:**

- (A) The Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section 106 of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable
- (B) The Owner is the freehold owner of the whole of the Property free from encumbrances that would prevent the Landowner entering into this Agreement
- (C) At its meeting on 8<sup>th</sup> March 2017 the Council's Planning Committee resolved to approve the Application and grant the Planning Permission subject to the prior completion of a deed of planning obligation under section 106 of the 1990 Act to secure the planning obligations now contained in this Deed
- (D) Policies DM TP2 and DM TP8 of the LDF Development Management Plan 2011 provide that the Council will only approve new development where the transport infrastructure can accommodate it or be adapted to it and new development should be acceptable in terms of traffic generation and traffic impact in the road
- (E) In December 2006 the Council adopted as Supplementary Planning Guidance a Car Club Strategy which provides inter alia that the Council will encourage new car club provision in the locality of a development through the Council's preferred Accredited Car Club Provider or, where appropriate and where capacity exists, affiliation to the preferred Accredited Car Club Providers Car Club
- (F) Saved Policy DM EM2 of the Development Management Plan provides that where continued use of employment land for employment use is no longer practicable the Council may permit residential development in the form of affordable housing

**NOW THIS DEED WITNESSETH** as follows:

- 1 THIS Deed is made pursuant to section 106 of the 1990 Act, section 111 of the Local

Government Act 1972, section 16 of the Greater London Council (General Powers) Act 1974, section 1 of the Localism Act 2011 and any other enabling statutory provisions.

- 2 THE Owner and covenants with the Council as set out in Schedule 1.
- 3 THE Council covenants with the Owner as set out in Schedule 2.
- 4 Miscellaneous agreements and declarations

The parties agree that:

- (a) nothing contained in this Deed constitutes planning permission;
  - (b) 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;
  - (c) 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;
  - (d) a 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;
  - (e) a reference to a clause is a reference to a clause contained in this Deed;
  - (f) the expressions "the Council" and "the Owner" shall include their respective successors in title and assignees.
- 5 Local land charge provisions

The parties agree that:

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



- (b) The Council will, upon written request by the Owner or a mortgagee if applicable effect a cancellation of any entry made in the Local Land Charges Register in regard to this Deed forthwith after the obligations of the Owner hereunder have been wholly performed or discharged; and
- (c) The Council will, upon written request by the Owner if applicable provide confirmation in writing that the Owners obligations have been wholly performed or discharged.

6 Reference to statutes and statutory instruments

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.

7 Variations

The parties agree that:

- (a) the covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation;
- (b) this Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of the Planning Application pursuant to Section 73 of the 1990 Act as if this Deed had been completed pursuant to such an application.

8 English law applicable

The construction validity and performance of this Deed shall be governed by English law.

9 Effect of revocation of planning permission

In the event of the Planning Permission 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 their successors in title the obligations of the Owner under this Deed shall thereupon cease absolutely and in that

event the Council will repay to the Owner such monies as have been paid to it pursuant to the obligations contained within this Deed to the extent that they remain unspent.

10 Waivers not to be of a continuing nature

No waiver (whether express or implied) by any party to this Deed of any breach or default by any party to this Deed in performing or observing any of the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent any party to this Deed from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the party in question.

11 Liability of subsequent Owner and release of former Owner

The provisions hereof shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under them 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 interest in such land) PROVIDED THAT:

- (a) a Registered Provider as owner of only the completed Shared Ownership Units shall not be responsible for any of the covenants in this Agreement save for those specified in Schedule 1; and
- (b) a Statutory Undertaker which has an interest in the Property or part thereof for the purpose of its undertaking shall not be bound by the terms of this Deed or be liable for the breach of any covenant contained in this Deed;

12 Contracts (Rights of Third Parties) Act 1999

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 is 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 and the Owner .

13 Release

- 14 this Deed shall be deemed to have been revoked and be of no effect (without any further act or deed on the part of either the Council or the Owner) if a Material Start has not taken place within three (3) years of the date of the planning permission or the Planning Permission having been granted shall be varied or revoked other than at the request of

the Owner or the Planning Permission having been granted is quashed following a successful legal challenge and in any such case any sums paid by the Owner under this Deed shall be repaid to the Owner by the council forthwith together with interest at the base rate of Barclays Bank PLC from the date such sums were received by the Council until the date of repayment

15 Dispute Resolution

The parties agree that:

- (a) in the event of any dispute arising in respect of any matter contained in this Deed save as to matters regarding its legal construction then unless the relevant part of the Deed indicates to the contrary the same shall be referred to an expert being an independent person to be agreed upon between the parties hereto or at the request and option of either of them to be nominated at their joint expense by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors and such expert shall act as an expert and not as an arbitrator and whose decision shall be final and binding on the parties hereto and whose costs shall be in his award;
- (b) that the expert shall be appointed subject to an express requirement that he reaches his decision and communicates it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty eight (28) days from the date of his appointment to act;
- (c) that the expert shall be required to give notice to each of the said parties inviting each of them to submit to him within ten (10) working days written submissions and supporting material and shall afford to each of the said parties an opportunity to make counter submissions within a further five (5) working days in respect of any such submission and material and his decision shall be given in writing within twenty eight (28) days of this appointment with reasons and in the absence of manifest error shall be binding on the said parties;
- (d) the costs of any reference of any dispute shall be paid jointly by the Owner and the Council unless otherwise determined in the independent person's award.

16 Service

Any notice under this Deed shall be in writing and shall be sufficiently served if personally delivered or sent by recorded delivery service addressed in the case of the Council unless otherwise stated herein to the HDM at the address given herein and in the case of the Owner at the address given herein.

**17 CHARITY CLAUSE**

The Owner is an exempt charity.

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

## Schedule 1

### COVENANTS BY THE OWNER

#### Part I – Affordable Housing

- 1 The Owner hereby covenants:
- 1.1 not to Occupy or cause or permit the Occupation of any of the Shared Ownership Units other than for the purposes of Shared Ownership Housing unless otherwise agreed in writing by the Council excepting where the tenant of a Shared Ownership Unit has acquired 100% of the equity in that unit;
- 1.2 when constructing the Shared Ownership Units to apply for and obtain such Building Regulations and other approvals as may be reasonably necessary in respect of the erection of the Affordable Housing Units;
- 1.3 to ensure that the Shared Ownership Units are occupied via Shared Ownership Leases and to ensure that:-

(i) for a period of three months from the first date of marketing the Development, that the two bedroom Shared Ownership Units are offered to Eligible Richmond Households as defined in the Council's Intermediate Housing Policy Statement PROVIDED THAT the Owner may offer such Shared Ownership Units to households with annual gross household income not exceeding the maximum income levels set out in the London Plan for Intermediate Housing; (as adjusted annually in accordance with the London Plan Annual Monitoring Report);

and  
(ii)

for a period of three months from the first date of marketing of the Development, that the one bedroom Shared Ownership Units are offered to Eligible Richmond Households as defined in the Council's Intermediate Housing Policy Statement with annual gross household incomes not exceeding £45,000 or such other amount as approved in writing by the Council (such approval not to be unreasonably withheld) and thereafter not exceeding the maximum income levels for Intermediate Housing set by the London Plan (as adjusted annually in accordance with the London Plan Annual Monitoring Report and the London Borough of Richmond Intermediate Housing, Marketing Statement [2015]).

2 Successors in Title

- 2.1 The provisions in paragraph 1 of Part I of Schedule 1 shall
- 2.2 Not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Shared Ownership Housing;
- 2.3 Cease to apply to any part or parts of the Shared Ownership Housing which are transferred or leased by any party referred to in paragraph 2.2 above;
- 2.4 Cease to apply to any completed residential unit where a Registered Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 16 of the Housing Act 1996 or any similar or substitute right applicable including any such right arising from any voluntary scheme entered into by a Registered Provider;
- 2.5 Cease to apply to any completed residential units where a Registered Provider sells to a tenant through Social Homebuy funded pursuant to Section 19(3) of the Housing and Regeneration Act 2008 or any amendment or replacement thereof;
- 2.6 Not bind any leaseholder of a Shared Ownership Lease nor any successor in title to such person;
- 2.7 Not bind any mortgagee or chargee or Receiver of any such shared ownership leaseholder referred to in 3.6 above nor any person deriving title through such persons; and
- 2.8 Cease to apply to any completed residential units in respect of which a Shared Ownership Lease has been granted and where a Registered Provider shall have disposed of 100% of the equity under the terms of such lease and shall not bind a shared ownership leaseholder who is disposing on the open market in accordance with its rights and obligations under that lease nor bind the mortgagee or chargee or Receiver of such leaseholder.

## **PART II – NOT USED**

### **PART III – CAR PARKING PERMITS**

3. the Owner shall not to dispose of to any person or occupy or allow any person to be a Residential Occupier of any Shared Ownership Unit unless a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital (5) hereof or any other policy replacing the same such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge) to be granted a Residents Parking Permit to park a Motor Vehicle in any Residents Parking Bay or other place within the CPZ within the Council's area nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council nor will they be entitled to apply for a season ticket to park a Motor Vehicle in any car park controlled by the Council

### **PART IV - CAR CLUB**

4.1 Prior to the Occupation Date to submit to the HDM details of the name of and correspondence with Accredited Car Club Providers indicating the intention of the Owner to establish that occupiers of each Shared Ownership Unit shall have membership of a Car Club including a proposed establishment date for its approval and not to occupy the Development unless and until the Accredited Car Club Provider for the Development has been approved by the HDM (such approval not to be unreasonably withheld or delayed)

4.2 Within one month of the Occupation of any part of any Shared Ownership Unit to procure at its own expense that the first occupiers of such Shared Ownership Unit have membership of the approved Car Club for three years and to provide a copy of the final signed and dated contract with the Accredited Car Club Provider to the HDM

4.3 In the event that the Accredited Car Club Provider is no longer able to provide the Car Club for the Development the Owner shall notify the HDM in writing and shall then use reasonable endeavours to secure another Accredited Car Club Provider for the Development in accordance with the provisions of this Deed

### **PART V - PAYMENTS**

5. To pay to the Council: Council's reasonable and proper legal costs in the preparation, negotiation and completion of this Deed in the sum of one thousand pounds (£1500)

## **PART VI - NOTIFICATIONS**

6. To provide written notification to the HDM:

(i) seven days prior to the Implementation Date and a further written notice of the actual Implementation Date within seven days of the occurrence of the same; and

(ii) seven days prior to the Occupation Date

8. For the avoidance of doubt it is hereby agreed that if Implementation occurs and the notice required in paragraph 6(i) Part VI of Schedule 1 has not been given then the failure to give notice shall not affect the liability of the Owner and the Developer to comply with the planning obligations in this Deed

## **SCHEDULE 2**

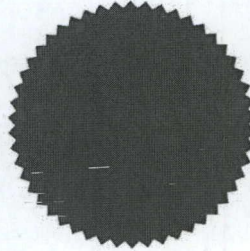
### **COVENANTS BY THE COUNCIL**

- 1.1 to accept the Owner's covenants contained in Schedule 1 of this Deed
- 2 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Council under the terms of this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed.



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

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



Authorized Officer

Seal Reg. No. 28684/03

THE COMMON SEAL of )  
RICHMOND HOUSING )  
PARTNERSHIP LIMITED was )  
affixed in the presence of:- )

Authorized Signatory

Authorized Signatory

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

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

Authorised Officer

Seal Reg. No.

THE COMMON SEAL of )  
RICHMOND HOUSING )  
PARTNERSHIP LIMITED was )  
affixed in the presence of:- )

Authorised Signatory

Authorised Signatory

1207/1