

Dated 10<sup>th</sup> June 2020

THE MAYOR AND BURGESS OF  
THE LONDON BOROUGH OF  
RICHMOND UPON THAMES

-AND-

LEEK REAL ESTATE (No.1) LIMITED

-AND-

STONELEAR LIMITED

---

**DEED OF AGREEMENT**

Made under  
Section 106 of the  
Town & Country  
Planning Act 1990  
Relating to land at  
75 Norcutt Road  
Twickenham TW2 6SR

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**RUSSELL-COOKE** LLP

Ref: 14/ 171463/6

THIS DEED OF AGREEMENT is made the 10<sup>th</sup> June two thousand and twenty

**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) **LEEK REAL ESTATE (No. 1) LIMITED** (co. reg. no.11634920) whose registered office is at 4<sup>th</sup> Floor Tuition House, 27-37 St George's Road, Wimbledon, London SW19 4EU ("the Owner")
- (3) **STONELEAR LIMITED** (co. reg. no. 09195651) whose registered office is at Devonshire House, Manor Way, Borehamwood, Herts, WD6 1QQ ("the Mortgagee")

**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 therefor;   |
| "Affordable Housing"           | means affordable housing that is available for purchase and/or rent by those households who cannot afford to buy or rent at market housing prices;  |
| "Affordable Housing Units"     | means the 15 no. Shared Ownership Units or any other form of Affordable Housing tenure, including London Living Rent and London Affordable Rent, as may be agreed in writing with the Registered Provider by the Council provided to specified eligible households whose needs are not met by the market; |
| "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 promoting responsible car use and which operates an accreditation scheme for Car Clubs   |

"Charge"	means a mortgage, charge or other security or loan documentation granting a security interest in the Shared Ownership Units (or any number of them) in favour of the Chargee;
"Chargee"	means any mortgagee or chargee of the Registered Provider of the Affordable Housing Units and any receiver (including an administrative receiver) and manager 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;
"Commencement"	means the carrying out in relation to the Development of any material operation or defined by Section 56(4) of the Act but disregarding for the purposes of this Deed and no other purpose, the following operations: demolition works; site survey works; temporary access construction works; and erection of any fences and hoardings around the Property and Commence shall be constructed accordingly;
"Development"	the development described in the Planning Application;
"Dwelling"	means any dwelling to be constructed pursuant to the Planning Permission;
"Eligible Person"	means a purchaser or purchasers whose Household Income at the date of purchasing the relevant Shared Ownership Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £90,000 (ninety thousand pounds);
"Eligible Renter"	means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant London Living Rented Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £60,000 (Sixty Thousand Pounds) and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report;
"Existing Deeds"	means the following legal agreements:- <ul style="list-style-type: none"> <li>• S106 agreement entered into between the Council (1) Lockcorp Limited (2) and the Royal</li> </ul>

Bank of Scotland Plc (3) dated 20 February 2004;

- S106 agreement entered into between the Council (1) Lockcorp Limited (2) and the Royal Bank of Scotland Plc (3) dated 29 March 2004;
- S106 agreement entered into between the Council (1) Lockcorp Limited (2) and the Royal Bank of Scotland Plc (3) dated 13 January 2009;
- S106 deed of variation of s106 agreement dated 13 January 2009 entered into between the Council (1) Lockcorp Limited (2) and the Royal Bank of Scotland Plc (3) dated 24 May 2010;
- S106 deed of variation of s106 agreement dated 13 January 2009 as varied on 24 May 2010 entered into between the Council (1) Lockcorp Limited (2) and the Royal Bank of Scotland Plc (3) dated 25 August 2011;
- S106 deed of variation of s106 agreement dated 13 January 2009 as varied on 24 May 2010 and 25 August 2011 entered into between the Council (1) Lockcorp Limited (2) dated 22 June 2015;
- S106 agreement entered into between the Council (1) Lockcorp Limited (2) dated 22 June 2015;
- S106 agreement entered into between the Council (1) Property Finance Nominees (No.3) Limited (2) Jennifer Janion (3) dated 8 May 2018;

“Existing Permissions”

means the following planning permissions:

- i. Ref. no. 03/2570/FUL
- ii. Ref. no. 04/0294/FUL
- iii. Ref. no. 06/2018/FUL
- iv. Ref. no. 14/0157/FUL
- v. Ref. no.17/1033/FUL

“First Carbon Offset Contribution”

means the Index Linked sum of £18,936 (eighteen thousand nine hundred and thirty six pounds) referred to in Schedule 1 as a contribution to be used by the Council towards the provision of offsite carbon reduction measures to mitigate the Development;

"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;
"Homes and Communities Agency"	means the body known as the Homes and Communities Agency or any successor organisation or body;
"Household Income"	means <ul style="list-style-type: none"> <li>(a) in relation to a single Eligible Person or Eligible Renter the gross annual income of that Eligible Person's or Eligible Renter's household; and</li> <li>(b) in relation to joint Eligible Persons or Eligible Renters the combined gross annual incomes of those Eligible Persons' or Eligible Renters' household</li> </ul>
"Index Linked"	means the application of the formula provided at Clause 6 (w) of this Deed;
"Intermediate Housing Policy Statement"	means the Council's Intermediate Housing Policy Statement dated 8 January 2018 (or any replacement intermediate housing policy statement issued by the Council);
"London Affordable Rent"	means rented housing provided by a Registered Provider that has the same characteristics as social rented housing except that it is not required to be let at target rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is (excluding service charges), no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's funding guidance;
"London Living Rent Housing"	Registered Provider that is required to be offered to Eligible Renters on a time-limited tenancy: <ul style="list-style-type: none"> <li>(a) with a minimum term of three years unless a shorter term is requested by the prospective tenant;</li> <li>(b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice;</li> <li>(c) at rents inclusive of service charges not exceeding the relevant maximum rents published by the GLA annually; and</li> <li>(d) under which rent increases (in percentage terms)</li> </ul>

within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with sub-paragraph (c) above

(e) that provide the leaseholder with the ability to acquire a share in the property.

"London Living Rent Housing Units"	means any of the Affordable Housing Units to be made available for London Living Rent Housing in accordance with the provisions of this Deed;
"Nomination Agreement"	means in the event that the Affordable Housing Units are not all delivered as Shared Ownership Units an agreement to be entered into with the Council in a form to be agreed between the Council (acting reasonably) and the Registered Provider (acting reasonably) and providing the Council with nomination rights in respect of the Affordable Housing Units which are not Shared Ownership Units for the life of the Development;
"Occupation"	means occupation for which the building or any part of the building was designed other than occupation for the purposes of construction, fitting out, security and marketing and "Occupy" and "Occupied" shall be construed accordingly;
"Parking Permit"	a resident's permit issued by the Council allowing the parking of a vehicle in an on-street parking bay in a community parking zone on the highway or in a public car park within the area of the Council;
"Planning Application"	a planning application submitted by the Owner and Paragon Asra Housing Limited on 11 September 2019 to the Council bearing reference number 19/2789/FUL for the demolition of existing commercial building to provide 15 affordable residential units, together with 12 parking space and communal amenity space;
"Planning Permission"	planning permission for the Development subject to conditions pursuant to the Planning Application;
"Post Construction Appraisal"	means an appraisal of the 'as built' energy calculations prepared by the Owner and submitted to the Council carried out following completion of the Development;
"Property"	land known as land and property at Lockcorp House, 75 Norcutt Road, Twickenham, TW2 6SR delineated in red on the plan attached hereto;

Do not scale from this drawing



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PRELIMINARY

Client Leek Real Estate (No. 1) Ltd

Project Lockcorp House, 75 Norcutt Road  
Twickenham, TW2 6SR

Scale 1 : 1000@A3 Date 05/14/19 Dwn CK Chk CH

Dwg EXISTING  
Site Location Plan

Rev	Description	Issued	Dwn	Chk
B	Updated Boundary Line	14/05/19	CK	CH
A	Site Location Plan	14/05/19	CK	CH

Drawing No.	Rev No.
5076   3   100	B

"Registered Provider"	means a provider of social housing as defined in Part 2 of The Housing and Regeneration Act 2008 who is registered with the Regulator of Social Housing pursuant to Section 116 of the Act;
"Regulator"	means the Regulator of Social Housing being a non-governmental body corporate under the Housing and Regeneration Act 2008 with the function of supporting funding and regulating the provision of affordable housing or if superseded the equivalent organisation(s) that undertakes the function of such bodies;
"Second Carbon Offset Contribution"	means a sum, if any, calculated in accordance with paragraph 6.3 Schedule 1 as a contribution to be used by the Council towards the provision of offsite carbon reduction measures to mitigate the Development;
"Shared Ownership Lease"	means a lease of a Shared Ownership Unit in the form of the model Homes and Communities Agency (or such form of lease as may be agreed in writing by the Council);
"Shared Ownership Units"	means an Affordable Housing Unit to be transferred to a Registered Provider for subsequent disposal to Eligible Persons on a shared ownership leasehold basis in the form of the model shared ownership lease produced by the Homes and Communities Agency (or such other form of lease as may be agreed in writing by the Council), pursuant to which the lessee acquires a share of no less than twenty five percent (25%) and not more than seventy five percent (75%) at the initial sale (with the rent not exceeding two point seven five percent (2.75%) of the value of the equity retained by the Registered Provider) and who is entitled to acquire further shares of the equity in the Shared Ownership Unit;
"Specified Date"	means the date when the contribution is due pursuant to this Deed;
"Working Day"	means any day except Saturday, Sunday and any bank or public holiday;
"Zero Carbon Standards"	means those standards for zero carbon residential units as set out in the London Plan (as amended).

**WHEREAS:**

- (1) The Council is the local planning authority for its administrative area within which the Property is situated 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 and this Deed is conditional upon the grant of Planning Permission pursuant to the Planning Application.



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- (2) The Owner is registered at the Land Registry with absolute title under title number TGL522370 as the proprietor of the freehold interest in the Property and the Mortgagee is similarly registered as the proprietor of a charge over the Property dated 27 March 2019 and has agreed to enter into this deed to give its consent to the terms of the Deed.
  - (3) The Owner, as joint applicant with Paragon Asra Housing Limited, submitted the Planning Application to the Council.
  - (4) The Council resolved that Planning Permission should be granted for the Development subject to the completion of this Deed.
  - (5) The parties to this Deed enter into this Deed in order to secure obligations required to mitigate the impact of the Development and in order to replace the Existing Deeds relating to the Property.

**NOW THIS DEED WITNESSETH** as follows:-

1. This Deed is made pursuant to Section 106 of the 1990 Act and section 16 Greater London Council (General Powers) Act 1974.
2. This Deed is conditional upon:
  - 2.1 the grant of the Planning Permission; and
  - 2.2 Commencementsave for the provisions of clause 4.3 which shall come into effect immediately on completion of this Deed.
3. The parties to this Deed agree that from Commencement of the Development the Existing Deeds shall have no further effect and accordingly the Existing Permissions will not be implemented (to the extent that the same are still able to be lawfully implemented) and/or no further development pursuant to the Existing Permissions shall be carried out.
4. THE Owner hereby UNDERTAKES to the Council:-
  - 4.1 to comply with the covenants set out in the First Schedule hereto;
  - 4.2 to give notice in writing to the HDM of its intention to Commence the Development at least seven (7) days before Commencement; and
  - 4.3 on the date hereof to pay to the Council the Council's reasonable and proper legal costs in the preparation and completion of this Deed.
5. The Mortgagee hereby consents to the Owner completing this Deed with the intention that notwithstanding Section 104 of the Law of Property Act 1925 its interest in the Property shall be bound by the terms of this Deed as if it had been executed and registered as a local land change prior to the execution of the Mortgage
6. GENERAL:-

*Miscellaneous declarations*

- (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
- (b) A reference to a clause is a reference to a clause contained in this Deed
- (c) The expressions "the Council" "the Owner" and "Mortgagee" shall include their respective successors in title and assigns

*Local land charge provisions*

- (d) This Deed is a Local Land Charge and shall be registered in the Council's Register of Local Land Charges immediately on completion thereof SAVE THAT in the event that the Deed shall determine in accordance with clause 6 (k) it shall be removed from the Local Land Charges immediately.

*Reference to statutes and statutory instruments*

- (e) 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*

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

*Effect of revocation of planning permission*

- (g) 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

*Liability of subsequent owners and release of former owners*

- (h) 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*

- (i) 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 such act or thing to be done 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*

- (j) 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 definition of the Council the Owner and the Mortgagee

*Release*

- (k) 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 Commencement has not taken place within 3 years of the date of this Deed 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

*VAT clauses*

- (l) all consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof
- (m) 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

*Community Infrastructure Levy*

- (n) The terms of this deed comply in all respects with the requirements of Regulation 122 of the Community Infrastructure 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 relate in scale and kind to the Development

*Expert Determination*

- (o) In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- (p) The expert will be required to prepare a written recommendation and give notice (including a copy) of the recommendation to the parties within a maximum of 28 days of the matter being referred to the expert.
- (q) The expert shall be required to give notice to each of the parties requiring them to submit to him within 10 working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further 10 working days.
- (r) To the extent not provided for by this clause, the expert may in his reasonable discretion determine such other procedures to assist with the conduct of the recommendation as he considers just or appropriate

including (to the extent he considers necessary) instructing professional advisers to assist him in reaching his determination.

- (s) The expert shall act as an expert and not as an arbitrator. The Owner and the Council shall be bound by the recommendation of the expert SAVE THAT the parties remain able to agree the matter in dispute on other mutually acceptable terms.
- (t) All matters concerning the process and result of the determination by the expert shall be kept confidential by the Owner the Council and the expert.

*Future Permissions*

- (u) Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

*Enforceability*

- (v) The obligations under this Deed shall not be binding on nor enforceable against any statutory undertaker which acquires any part of the Property or any interest in it for the purposes of its statutory functions so long as they do not undertake or procure Commencement in respect of the Development.

*Indexation*

- (w) The Owner agrees that any sums payable by the Owner under this Deed shall be increased by the application of the formula  $A=B \times C/D$  where:
  - (a) A is the sum actually payable on the Specified Date;
  - (b) B is the original sum mentioned in this Deed;
  - (c) C is the Index of Retail Prices (All Items) for the month 2 months before the Specified Date;
  - (d) D is the Index of Retail Prices (All Items) for the month 2 months before the date of this Deed; and
  - (e) C/D is equal to or greater than 1.

Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

*Counterpart*

- (x) This deed may be executed in any number of counterparts which together shall constitute one agreement. Any party may enter into this Deed by executing a counterpart and this deed shall not take effect until it has been executed by all parties.

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

**First Schedule  
(Owner's Covenants)**

**Part 1  
AFFORDABLE HOUSING**

**1. The Owner covenants:**

- 1.1 To construct or procure the construction of the Affordable Housing Units with the Registered Provider having first agreed with the Council the tenure of the Affordable Housing Units (and informed the Council of the rent levels to be applied in the case of London Affordable Rent) and agreed a Nominations Agreement if they are not all to be Shared Ownership Units.
- 1.2 That subject to the Development being carried out to transfer the Property to a Registered Provider ensuring that the transfer of the Property be free from encumbrances save any existing encumbrances and such rights reservations and covenants as are necessary to enable the Parties to develop the Property in accordance with the Planning Permission and shall grant to the Registered Provider such rights and covenants as are necessary to enable it to complete (as appropriate) (and provide) the Affordable Housing Units.

**2. To ensure that subject to paragraph 3 of this First Schedule that:**

- 2.1 any of the Affordable Housing Units which are Shared Ownership Units, are only occupied via Shared Ownership Leases in perpetuity and to ensure that:-
- (i) for a period of three (3) months from the first date of marketing the Development, that the Shared Ownership Units are offered to Eligible Persons residing or working in the London Borough of Richmond pursuant to the Council's Intermediate Housing Policy Statement; and
  - (ii) for a period of three (3) months from the first date of marketing of the Development, that two thirds of the Shared Ownership Units are offered to Eligible Persons residing in the London Borough of Richmond Upon Thames pursuant to the Council's Intermediate Housing Policy Statement with annual gross household incomes not exceeding forty seven thousand pounds (£47,000) 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));
- 2.2 for a period of (3) months from the first date of marketing of the Development that any units to be provided as London Living Rent Housing are offered to Eligible Renters residing or working in the London Borough of Richmond Upon Thames.
- 2.3 any Affordable Housing Units which are not Shared Ownership Units are not occupied for any purpose other than Affordable Housing in perpetuity

**3. Successors in Title**

- 3.1 The provisions in paragraph 2 of Part 1 of the First Schedule shall not be binding upon nor enforceable against:

- (a) a Chargee provided that the procedure in paragraphs 3.2 and 3.3 of this First Schedule has first been followed;
- (b) any mortgagee chargee or receiver of a share of an individual Shared Ownership Unit held on a Shared Ownership Lease which has exercised its powers as charge or mortgagee or receiver;
- (c) any tenant of a Shared Ownership Unit exercising a statutory or voluntary right to buy or right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory amendment modification or re-enactment thereof or exercising a statutory right to acquire a Shared Ownership Unit or through any voluntary purchase scheme promoted by the Homes and Communities Agency or the Greater London Authority or any other public body;
- (d) any leaseholder or freeholder of Shared Ownership Units if the leaseholder has subsequently acquired 100% of the value of the Shared Ownership Units;
- (e) any leaseholder of a London Living Rent Unit if the leaseholder has subsequently acquired 100% of the value of the London Living Rent Unit;
- (f) the successors in title to or persons deriving title from the persons or bodies referred to in sub-paragraphs (a) to (d) above; or
- (g) any statutory undertaker or other person who acquires any part of the Property or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.

**Chargee**

- 3.2 Prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge, the Chargee shall give not less than 3 months prior notice to the Council of its intention to dispose of the Affordable Housing Units; and
- 3.3 If the Chargee cannot within 3 months of the date of service of the Chargee's notice having used reasonable endeavours to secure a transfer of the Affordable Housing Units to a Registered Provider or other provider of Affordable Housing approved by the Director of Housing and Regeneration for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses then provided that the Chargee shall have fully complied with its obligations above, it shall be entitled to dispose free of the restrictions set out in paragraph 2 of this First Schedule which provisions shall determine absolutely
- 4. PROVIDED THAT the rights and obligations in this clause shall not require the Chargee to act contrary to its legal duties under the charge or mortgage.

**Part 2  
PARKING PERMITS**

5.

(i) Not to dispose (other than by way of a charge) of to any person or occupy or allow any person to occupy any part of the Development unless a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital 6 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 issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a Parking Permit to park a vehicle in any on-street parking bay or other place within a community parking zone 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.

(ii) Not to make an application for a Parking Permit unless the person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970 and has first notified the Council in writing of such entitlement; and:

(iii) Shall procure that the restrictions set out in paragraph 4 of Part 2 of this Schedule are included in any lease option licence or other disposal within the Development

**Part 3  
CARBON OFFSET CONTRIBUTION**

6.1 To pay the First Carbon Offset Contribution to the Council prior to first Occupation of the Development.

6.2 Not to Occupy the Development or cause or allow or permit Occupation until the First Carbon Offset Contribution has been paid to the Council in full.

6.3 The Owner shall provide to the Council prior to first Occupation of the Development a copy of a Post Construction Appraisal which shall confirm whether the Development's carbon reduction as agreed between the Owner and the Council of 39.8% has been achieved and therefore whether or not the Zero Carbon Standards requirement has been satisfied in full by payment of the First Carbon Offset Contribution and in the event it has not been to pay the Second Carbon Offset Contribution which shall be calculated in accordance with the Council's Local Plan July 2018 at £60 per tonne.

**Part 4  
CAR CLUB SCHEME**

7. Not to occupy or permit or allow the occupation of any part of the Development until:-

- (i) it has procured that each Dwelling forming part of the Development has free membership of a Car Club (one per household) for a period of five years (irrespective of any change in ownership during the 5-year period) from first

Occupation of each individual Dwelling (subject to the relevant occupier having confirmed to the Owner that he would like membership of the same);

- (ii) it has promoted and advertised to each potential occupier of the Development the value and benefits of membership of a Car Club;
- (iii) it has provided and distributed or through the Accredited Car Club Provider has procured the provision and distribution of marketing literature to potential residents of the Development that publicises the benefits of membership of the Car Club; and
- (iv) the Owner may before first Occupation send by written notice to the Council indicating that it has not been possible to obtain interest from the Car Club Scheme and provide written reasons and evidence as appropriate thereof and if the Council is satisfied with the Owner's reasons and has notified the Owner that paragraphs 7 (i)-(iii), do not apply the prohibitions as occupation in paragraphs 7 (i)-(ii), shall not longer apply.

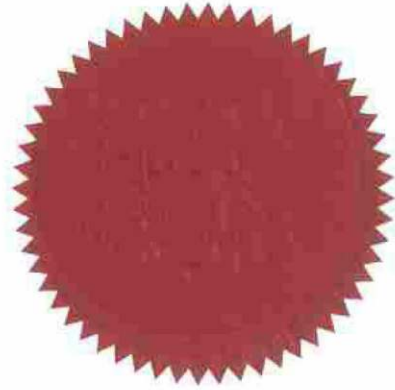


**Second Schedule  
(Council's Covenants)**

**The Council covenants:**

1. To issue Planning Permission within 10 Working Days of completion of this Deed.
2. To use the First Carbon Offset Contribution and Second Carbon Offset Contribution (if any) paid to it pursuant to paragraph 6 First Schedule of this Deed towards the defined purposes and to repay to the Owner any part of the Carbon Offset Contribution (together with interest) which has not been applied in accordance with the terms of the defined purposes within ten years from the date of the Carbon Offset Contribution.

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 [Redacted]

Seal Reg. No. 29162/03

SIGNED AS A DEED by )  
LEEK REAL ESTATE (NO.1) LIMITED )  
Acting by )  
in the presence of: )

[Redacted]  
ANDREW YEANDEU

[Redacted]

SIGNED AS A DEED by )  
STONELEAR LIMITED )  
Acting by )  
in the presence of: )

[Redacted]  
HILARY LEEK

[Redacted]

Dated 10<sup>th</sup> June 2020

THE MAYOR AND BURGESS OF  
THE LONDON BOROUGH OF  
RICHMOND UPON THAMES

-AND-

LEEK REAL ESTATE (No.1) LIMITED

-AND-

STONELEAR LIMITED

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**DEED OF AGREEMENT**

Made under  
Section 106 of the  
Town & Country  
Planning Act 1990  
Relating to land at  
75 Norcutt Road  
Twickenham TW2 6SR

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**RUSSELL-COOKE** LLP

Ref: 14/ 171463/6

THIS DEED OF AGREEMENT is made the 10<sup>th</sup> June two thousand and twenty

**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) **LEEK REAL ESTATE (No. 1) LIMITED** (co. reg. no.11634920) whose registered office is at 4<sup>th</sup> Floor Tuition House, 27-37 St George's Road, Wimbledon, London SW19 4EU ("the Owner")
- (3) **STONELEAR LIMITED** (co. reg. no. 09195651) whose registered office is at Devonshire House, Manor Way, Borehamwood, Herts, WD6 1QQ ("the Mortgagee")

**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 therefor;   |
| "Affordable Housing"           | means affordable housing that is available for purchase and/or rent by those households who cannot afford to buy or rent at market housing prices;  |
| "Affordable Housing Units"     | means the 15 no. Shared Ownership Units or any other form of Affordable Housing tenure, including London Living Rent and London Affordable Rent, as may be agreed in writing with the Registered Provider by the Council provided to specified eligible households whose needs are not met by the market; |
| "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 promoting responsible car use and which operates an accreditation scheme for Car Clubs   |

"Charge"	means a mortgage, charge or other security or loan documentation granting a security interest in the Shared Ownership Units (or any number of them) in favour of the Chargee;
"Chargee"	means any mortgagee or chargee of the Registered Provider of the Affordable Housing Units and any receiver (including an administrative receiver) and manager 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;
"Commencement"	means the carrying out in relation to the Development of any material operation or defined by Section 56(4) of the Act but disregarding for the purposes of this Deed and no other purpose, the following operations: demolition works; site survey works; temporary access construction works; and erection of any fences and hoardings around the Property and Commence shall be constructed accordingly;
"Development"	the development described in the Planning Application;
"Dwelling"	means any dwelling to be constructed pursuant to the Planning Permission;
"Eligible Person"	means a purchaser or purchasers whose Household Income at the date of purchasing the relevant Shared Ownership Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £90,000 (ninety thousand pounds);
"Eligible Renter"	means an existing private or social tenant or tenants without sufficient combined current savings to purchase a home in the local area and whose Household Income at the date of renting the relevant London Living Rented Housing Unit does not exceed the relevant upper limit specified in the latest London Plan Annual Monitoring Report such amount at the date of this Agreement being £60,000 (Sixty Thousand Pounds) and who meets the other criteria (if any) specified in the latest London Plan Annual Monitoring Report;
"Existing Deeds"	means the following legal agreements:- <ul style="list-style-type: none"> <li>• S106 agreement entered into between the Council (1) Lockcorp Limited (2) and the Royal</li> </ul>

Bank of Scotland Plc (3) dated 20 February 2004;

- S106 agreement entered into between the Council (1) Lockcorp Limited (2) and the Royal Bank of Scotland Plc (3) dated 29 March 2004;
- S106 agreement entered into between the Council (1) Lockcorp Limited (2) and the Royal Bank of Scotland Plc (3) dated 13 January 2009;
- S106 deed of variation of s106 agreement dated 13 January 2009 entered into between the Council (1) Lockcorp Limited (2) and the Royal Bank of Scotland Plc (3) dated 24 May 2010;
- S106 deed of variation of s106 agreement dated 13 January 2009 as varied on 24 May 2010 entered into between the Council (1) Lockcorp Limited (2) and the Royal Bank of Scotland Plc (3) dated 25 August 2011;
- S106 deed of variation of s106 agreement dated 13 January 2009 as varied on 24 May 2010 and 25 August 2011 entered into between the Council (1) Lockcorp Limited (2) dated 22 June 2015;
- S106 agreement entered into between the Council (1) Lockcorp Limited (2) dated 22 June 2015;
- S106 agreement entered into between the Council (1) Property Finance Nominees (No.3) Limited (2) Jennifer Janion (3) dated 8 May 2018;

“Existing Permissions”

means the following planning permissions:

- i. Ref. no. 03/2570/FUL
- ii. Ref. no. 04/0294/FUL
- iii. Ref. no. 06/2018/FUL
- iv. Ref. no. 14/0157/FUL
- v. Ref. no.17/1033/FUL

“First Carbon Offset Contribution”

means the Index Linked sum of £18,936 (eighteen thousand nine hundred and thirty six pounds) referred to in Schedule 1 as a contribution to be used by the Council towards the provision of offsite carbon reduction measures to mitigate the Development;

"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;
"Homes and Communities Agency"	means the body known as the Homes and Communities Agency or any successor organisation or body;
"Household Income"	means <ul style="list-style-type: none"> <li>(a) in relation to a single Eligible Person or Eligible Renter the gross annual income of that Eligible Person's or Eligible Renter's household; and</li> <li>(b) in relation to joint Eligible Persons or Eligible Renters the combined gross annual incomes of those Eligible Persons' or Eligible Renters' household</li> </ul>
"Index Linked"	means the application of the formula provided at Clause 6 (w) of this Deed;
"Intermediate Housing Policy Statement"	means the Council's Intermediate Housing Policy Statement dated 8 January 2018 (or any replacement intermediate housing policy statement issued by the Council);
"London Affordable Rent"	means rented housing provided by a Registered Provider that has the same characteristics as social rented housing except that it is not required to be let at target rents but is subject to other rent controls that require it to be offered to eligible households in accordance with Part VI of the Housing Act 1996 at a rent that is (excluding service charges), no higher than the benchmark rents published by the GLA annually in accordance with the Mayor's funding guidance;
"London Living Rent Housing"	Registered Provider that is required to be offered to Eligible Renters on a time-limited tenancy: <ul style="list-style-type: none"> <li>(a) with a minimum term of three years unless a shorter term is requested by the prospective tenant;</li> <li>(b) with a break clause allowing the tenant to end the tenancy any time after the first six months of the tenancy with one month's notice;</li> <li>(c) at rents inclusive of service charges not exceeding the relevant maximum rents published by the GLA annually; and</li> <li>(d) under which rent increases (in percentage terms)</li> </ul>

within the term of the tenancy in question will not be more than the percentage increase in the CPI for the relevant period PROVIDED THAT initial rents for subsequent lettings will reset in accordance with sub-paragraph (c) above

(e) that provide the leaseholder with the ability to acquire a share in the property.

"London Living Rent Housing Units"	means any of the Affordable Housing Units to be made available for London Living Rent Housing in accordance with the provisions of this Deed;
"Nomination Agreement"	means in the event that the Affordable Housing Units are not all delivered as Shared Ownership Units an agreement to be entered into with the Council in a form to be agreed between the Council (acting reasonably) and the Registered Provider (acting reasonably) and providing the Council with nomination rights in respect of the Affordable Housing Units which are not Shared Ownership Units for the life of the Development;
"Occupation"	means occupation for which the building or any part of the building was designed other than occupation for the purposes of construction, fitting out, security and marketing and "Occupy" and "Occupied" shall be construed accordingly;
"Parking Permit"	a resident's permit issued by the Council allowing the parking of a vehicle in an on-street parking bay in a community parking zone on the highway or in a public car park within the area of the Council;
"Planning Application"	a planning application submitted by the Owner and Paragon Asra Housing Limited on 11 September 2019 to the Council bearing reference number 19/2789/FUL for the demolition of existing commercial building to provide 15 affordable residential units, together with 12 parking space and communal amenity space;
"Planning Permission"	planning permission for the Development subject to conditions pursuant to the Planning Application;
"Post Construction Appraisal"	means an appraisal of the 'as built' energy calculations prepared by the Owner and submitted to the Council carried out following completion of the Development;
"Property"	land known as land and property at Lockcorp House, 75 Norcutt Road, Twickenham, TW2 6SR delineated in red on the plan attached hereto;



Do not scale from this drawing



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PRELIMINARY

Client Leek Real Estate (No. 1) Ltd

Project Lockcorp House, 75 Norcutt Road  
Twickenham, TW2 6SR

Scale 1 : 1000@A3 Date 05/14/19 Dwn CK Chk CH

Dwg EXISTING  
Site Location Plan

Rev	Description	Issued	Dwn	Chk
B	Updated Boundary Line	14/05/19	CK	CH
A	Site Location Plan	14/05/19	CK	CH

Drawing No.	Rev No.
5076   3   100	B

"Registered Provider"	means a provider of social housing as defined in Part 2 of The Housing and Regeneration Act 2008 who is registered with the Regulator of Social Housing pursuant to Section 116 of the Act;
"Regulator"	means the Regulator of Social Housing being a non-governmental body corporate under the Housing and Regeneration Act 2008 with the function of supporting funding and regulating the provision of affordable housing or if superseded the equivalent organisation(s) that undertakes the function of such bodies;
"Second Carbon Offset Contribution"	means a sum, if any, calculated in accordance with paragraph 6.3 Schedule 1 as a contribution to be used by the Council towards the provision of offsite carbon reduction measures to mitigate the Development;
"Shared Ownership Lease"	means a lease of a Shared Ownership Unit in the form of the model Homes and Communities Agency (or such form of lease as may be agreed in writing by the Council);
"Shared Ownership Units"	means an Affordable Housing Unit to be transferred to a Registered Provider for subsequent disposal to Eligible Persons on a shared ownership leasehold basis in the form of the model shared ownership lease produced by the Homes and Communities Agency (or such other form of lease as may be agreed in writing by the Council), pursuant to which the lessee acquires a share of no less than twenty five percent (25%) and not more than seventy five percent (75%) at the initial sale (with the rent not exceeding two point seven five percent (2.75%) of the value of the equity retained by the Registered Provider) and who is entitled to acquire further shares of the equity in the Shared Ownership Unit;
"Specified Date"	means the date when the contribution is due pursuant to this Deed;
"Working Day"	means any day except Saturday, Sunday and any bank or public holiday;
"Zero Carbon Standards"	means those standards for zero carbon residential units as set out in the London Plan (as amended).

**WHEREAS:**

- (1) The Council is the local planning authority for its administrative area within which the Property is situated 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 and this Deed is conditional upon the grant of Planning Permission pursuant to the Planning Application.

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- (2) The Owner is registered at the Land Registry with absolute title under title number TGL522370 as the proprietor of the freehold interest in the Property and the Mortgagee is similarly registered as the proprietor of a charge over the Property dated 27 March 2019 and has agreed to enter into this deed to give its consent to the terms of the Deed.
  - (3) The Owner, as joint applicant with Paragon Asra Housing Limited, submitted the Planning Application to the Council.
  - (4) The Council resolved that Planning Permission should be granted for the Development subject to the completion of this Deed.
  - (5) The parties to this Deed enter into this Deed in order to secure obligations required to mitigate the impact of the Development and in order to replace the Existing Deeds relating to the Property.

**NOW THIS DEED WITNESSETH** as follows:-

1. This Deed is made pursuant to Section 106 of the 1990 Act and section 16 Greater London Council (General Powers) Act 1974.
2. This Deed is conditional upon:
  - 2.1 the grant of the Planning Permission; and
  - 2.2 Commencementsave for the provisions of clause 4.3 which shall come into effect immediately on completion of this Deed.
3. The parties to this Deed agree that from Commencement of the Development the Existing Deeds shall have no further effect and accordingly the Existing Permissions will not be implemented (to the extent that the same are still able to be lawfully implemented) and/or no further development pursuant to the Existing Permissions shall be carried out.
4. THE Owner hereby UNDERTAKES to the Council:-
  - 4.1 to comply with the covenants set out in the First Schedule hereto;
  - 4.2 to give notice in writing to the HDM of its intention to Commence the Development at least seven (7) days before Commencement; and
  - 4.3 on the date hereof to pay to the Council the Council's reasonable and proper legal costs in the preparation and completion of this Deed.
5. The Mortgagee hereby consents to the Owner completing this Deed with the intention that notwithstanding Section 104 of the Law of Property Act 1925 its interest in the Property shall be bound by the terms of this Deed as if it had been executed and registered as a local land change prior to the execution of the Mortgage
6. GENERAL:-

*Miscellaneous declarations*

- (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
- (b) A reference to a clause is a reference to a clause contained in this Deed
- (c) The expressions "the Council" "the Owner" and "Mortgagee" shall include their respective successors in title and assigns

*Local land charge provisions*

- (d) This Deed is a Local Land Charge and shall be registered in the Council's Register of Local Land Charges immediately on completion thereof SAVE THAT in the event that the Deed shall determine in accordance with clause 6 (k) it shall be removed from the Local Land Charges immediately.

*Reference to statutes and statutory instruments*

- (e) 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*

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

*Effect of revocation of planning permission*

- (g) 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

*Liability of subsequent owners and release of former owners*

- (h) 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*

- (i) 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 such act or thing to be done 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*

- (j) 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 definition of the Council the Owner and the Mortgagee

*Release*

- (k) 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 Commencement has not taken place within 3 years of the date of this Deed 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

*VAT clauses*

- (l) all consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof
- (m) 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

*Community Infrastructure Levy*

- (n) The terms of this deed comply in all respects with the requirements of Regulation 122 of the Community Infrastructure 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 relate in scale and kind to the Development

*Expert Determination*

- (o) In the event of any dispute or difference arising between the parties to this Deed in respect of any matter contained in this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- (p) The expert will be required to prepare a written recommendation and give notice (including a copy) of the recommendation to the parties within a maximum of 28 days of the matter being referred to the expert.
- (q) The expert shall be required to give notice to each of the parties requiring them to submit to him within 10 working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further 10 working days.
- (r) To the extent not provided for by this clause, the expert may in his reasonable discretion determine such other procedures to assist with the conduct of the recommendation as he considers just or appropriate

including (to the extent he considers necessary) instructing professional advisers to assist him in reaching his determination.

- (s) The expert shall act as an expert and not as an arbitrator. The Owner and the Council shall be bound by the recommendation of the expert SAVE THAT the parties remain able to agree the matter in dispute on other mutually acceptable terms.
- (t) All matters concerning the process and result of the determination by the expert shall be kept confidential by the Owner the Council and the expert.

*Future Permissions*

- (u) Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

*Enforceability*

- (v) The obligations under this Deed shall not be binding on nor enforceable against any statutory undertaker which acquires any part of the Property or any interest in it for the purposes of its statutory functions so long as they do not undertake or procure Commencement in respect of the Development.

*Indexation*

- (w) The Owner agrees that any sums payable by the Owner under this Deed shall be increased by the application of the formula  $A=B \times C/D$  where:
  - (a) A is the sum actually payable on the Specified Date;
  - (b) B is the original sum mentioned in this Deed;
  - (c) C is the Index of Retail Prices (All Items) for the month 2 months before the Specified Date;
  - (d) D is the Index of Retail Prices (All Items) for the month 2 months before the date of this Deed; and
  - (e) C/D is equal to or greater than 1.

Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

*Counterpart*

- (x) This deed may be executed in any number of counterparts which together shall constitute one agreement. Any party may enter into this Deed by executing a counterpart and this deed shall not take effect until it has been executed by all parties.

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

**First Schedule  
(Owner's Covenants)**

**Part 1  
AFFORDABLE HOUSING**

**1. The Owner covenants:**

- 1.1 To construct or procure the construction of the Affordable Housing Units with the Registered Provider having first agreed with the Council the tenure of the Affordable Housing Units (and informed the Council of the rent levels to be applied in the case of London Affordable Rent) and agreed a Nominations Agreement if they are not all to be Shared Ownership Units.
- 1.2 That subject to the Development being carried out to transfer the Property to a Registered Provider ensuring that the transfer of the Property be free from encumbrances save any existing encumbrances and such rights reservations and covenants as are necessary to enable the Parties to develop the Property in accordance with the Planning Permission and shall grant to the Registered Provider such rights and covenants as are necessary to enable it to complete (as appropriate) (and provide) the Affordable Housing Units.

**2. To ensure that subject to paragraph 3 of this First Schedule that:**

- 2.1 any of the Affordable Housing Units which are Shared Ownership Units, are only occupied via Shared Ownership Leases in perpetuity and to ensure that:-
- (i) for a period of three (3) months from the first date of marketing the Development, that the Shared Ownership Units are offered to Eligible Persons residing or working in the London Borough of Richmond pursuant to the Council's Intermediate Housing Policy Statement; and
  - (ii) for a period of three (3) months from the first date of marketing of the Development, that two thirds of the Shared Ownership Units are offered to Eligible Persons residing in the London Borough of Richmond Upon Thames pursuant to the Council's Intermediate Housing Policy Statement with annual gross household incomes not exceeding forty seven thousand pounds (£47,000) 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));
- 2.2 for a period of (3) months from the first date of marketing of the Development that any units to be provided as London Living Rent Housing are offered to Eligible Renters residing or working in the London Borough of Richmond Upon Thames.
- 2.3 any Affordable Housing Units which are not Shared Ownership Units are not occupied for any purpose other than Affordable Housing in perpetuity

**3. Successors in Title**

- 3.1 The provisions in paragraph 2 of Part 1 of the First Schedule shall not be binding upon nor enforceable against:

- (a) a Chargee provided that the procedure in paragraphs 3.2 and 3.3 of this First Schedule has first been followed;
- (b) any mortgagee chargee or receiver of a share of an individual Shared Ownership Unit held on a Shared Ownership Lease which has exercised its powers as charge or mortgagee or receiver;
- (c) any tenant of a Shared Ownership Unit exercising a statutory or voluntary right to buy or right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory amendment modification or re-enactment thereof or exercising a statutory right to acquire a Shared Ownership Unit or through any voluntary purchase scheme promoted by the Homes and Communities Agency or the Greater London Authority or any other public body;
- (d) any leaseholder or freeholder of Shared Ownership Units if the leaseholder has subsequently acquired 100% of the value of the Shared Ownership Units;
- (e) any leaseholder of a London Living Rent Unit if the leaseholder has subsequently acquired 100% of the value of the London Living Rent Unit;
- (f) the successors in title to or persons deriving title from the persons or bodies referred to in sub-paragraphs (a) to (d) above; or
- (g) any statutory undertaker or other person who acquires any part of the Property or interest therein for the purposes of the supply of electricity gas water drainage telecommunication services or public transport services.

**Chargee**

- 3.2 Prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge, the Chargee shall give not less than 3 months prior notice to the Council of its intention to dispose of the Affordable Housing Units; and
- 3.3 If the Chargee cannot within 3 months of the date of service of the Chargee's notice having used reasonable endeavours to secure a transfer of the Affordable Housing Units to a Registered Provider or other provider of Affordable Housing approved by the Director of Housing and Regeneration for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses then provided that the Chargee shall have fully complied with its obligations above, it shall be entitled to dispose free of the restrictions set out in paragraph 2 of this First Schedule which provisions shall determine absolutely
- 4. PROVIDED THAT the rights and obligations in this clause shall not require the Chargee to act contrary to its legal duties under the charge or mortgage.



**Part 2  
PARKING PERMITS**

5.

(i) Not to dispose (other than by way of a charge) of to any person or occupy or allow any person to occupy any part of the Development unless a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital 6 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 issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970) to be granted a Parking Permit to park a vehicle in any on-street parking bay or other place within a community parking zone 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.

(ii) Not to make an application for a Parking Permit unless the person is or becomes entitled to be a holder of a Disabled Persons' Badge issued pursuant to Section 21 of the Chronically Sick and Disabled Persons' Act 1970 and has first notified the Council in writing of such entitlement; and:

(iii) Shall procure that the restrictions set out in paragraph 4 of Part 2 of this Schedule are included in any lease option licence or other disposal within the Development

**Part 3  
CARBON OFFSET CONTRIBUTION**

6.1 To pay the First Carbon Offset Contribution to the Council prior to first Occupation of the Development.

6.2 Not to Occupy the Development or cause or allow or permit Occupation until the First Carbon Offset Contribution has been paid to the Council in full.

6.3 The Owner shall provide to the Council prior to first Occupation of the Development a copy of a Post Construction Appraisal which shall confirm whether the Development's carbon reduction as agreed between the Owner and the Council of 39.8% has been achieved and therefore whether or not the Zero Carbon Standards requirement has been satisfied in full by payment of the First Carbon Offset Contribution and in the event it has not been to pay the Second Carbon Offset Contribution which shall be calculated in accordance with the Council's Local Plan July 2018 at £60 per tonne.

**Part 4  
CAR CLUB SCHEME**

7. Not to occupy or permit or allow the occupation of any part of the Development until:-

- (i) it has procured that each Dwelling forming part of the Development has free membership of a Car Club (one per household) for a period of five years (irrespective of any change in ownership during the 5-year period) from first

Occupation of each individual Dwelling (subject to the relevant occupier having confirmed to the Owner that he would like membership of the same);

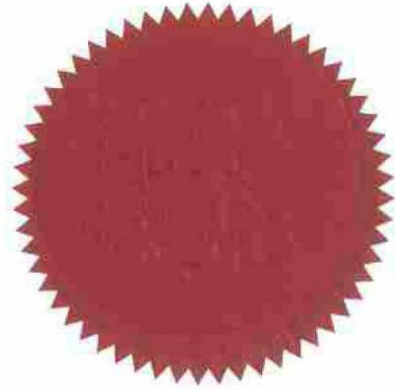
- (ii) it has promoted and advertised to each potential occupier of the Development the value and benefits of membership of a Car Club;
- (iii) it has provided and distributed or through the Accredited Car Club Provider has procured the provision and distribution of marketing literature to potential residents of the Development that publicises the benefits of membership of the Car Club; and
- (iv) the Owner may before first Occupation send by written notice to the Council indicating that it has not been possible to obtain interest from the Car Club Scheme and provide written reasons and evidence as appropriate thereof and if the Council is satisfied with the Owner's reasons and has notified the Owner that paragraphs 7 (i)-(iii), do not apply the prohibitions as occupation in paragraphs 7 (i)-(ii), shall not longer apply.

**Second Schedule  
(Council's Covenants)**

**The Council covenants:**

1. To issue Planning Permission within 10 Working Days of completion of this Deed.
2. To use the First Carbon Offset Contribution and Second Carbon Offset Contribution (if any) paid to it pursuant to paragraph 6 First Schedule of this Deed towards the defined purposes and to repay to the Owner any part of the Carbon Offset Contribution (together with interest) which has not been applied in accordance with the terms of the defined purposes within ten years from the date of the Carbon Offset Contribution.

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 [REDACTED]

Seal Reg. No. 29162/03

SIGNED AS A DEED by )  
LEEK REAL ESTATE (NO.1) LIMITED )  
Acting by )  
in the presence of: )

[REDACTED]

ANDREW YEANDE

[REDACTED]

SIGNED AS A DEED by )  
STONELEAR LIMITED )  
Acting by )  
in the presence of: )

[REDACTED]

HILARY LEEK

[REDACTED]