

THIS UNILATERAL UNDERTAKING is made as a Deed the ^{29th} day of September two thousand and twenty

BY

(1) **AMBAZAC LIMITED** (Company No. 5321) (incorporated in Jersey) of 95/97 Halkett Place, St. Helier, Jersey, JE1 1BX and **JULIAN COWAN** of 158 Kew Road, Richmond, Surrey TW9 2AU (together called "the Owner")

IN FAVOUR OF

(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre 44 York Street Twickenham Middlesex TW1 3BZ ("the Council")

INTERPRETATION

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

"1974 Act"	the Greater London Council (General Powers) Act 1974
"1972 Act"	the Local Government Act 1972
"2011 Act"	the Localism Act 2011
"the 1990 Act"	the Town & Country Planning Act 1990
"Affordable Housing Contribution"	the sum of two hundred and thirty nine thousand four hundred and two pounds (£239,402.00) Indexed
"CPZ"	the controlled parking zone ES - East Sheen or any controlled parking zone amending or replacing the same
"the Development"	the development described in the Planning Application
"Disabled Persons Badge"	a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Person's Act 1970

"the 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
"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"> (i) ground investigatory site survey work (ii) site clearance (iii) construction of boundary fencing or temporary means of enclosure (iv) archaeological investigation (v) works of decontamination or remediation (vi) diversion and laying of services (vii) temporary display of site notices or advertisements
"Implementation Date"	the date on which Implementation occurs
"Indexed"	increased in accordance with the formula whereby the Affordable Housing Contribution is multiplied by the fraction A divided by B where B represents the value of the Retail Prices Index (All Items) as at the date of this Deed and A represents the value of the same index as at the date of payment of the Affordable Housing Contribution to the Council
"Local Plan"	the London Borough of Richmond upon Thames Adopted Local Plan (2018)
"Monitoring Fee"	the sum of nine hundred and twenty three pounds (£923.00)
"Motor Vehicle"	any mechanically propelled vehicles intended or adapted for use on a road and / or highway

J. L. ...

M.B. 25

H.M. LAND REGISTRY

Filed Plan of Title No. SGL 25870

Scale 1/1250

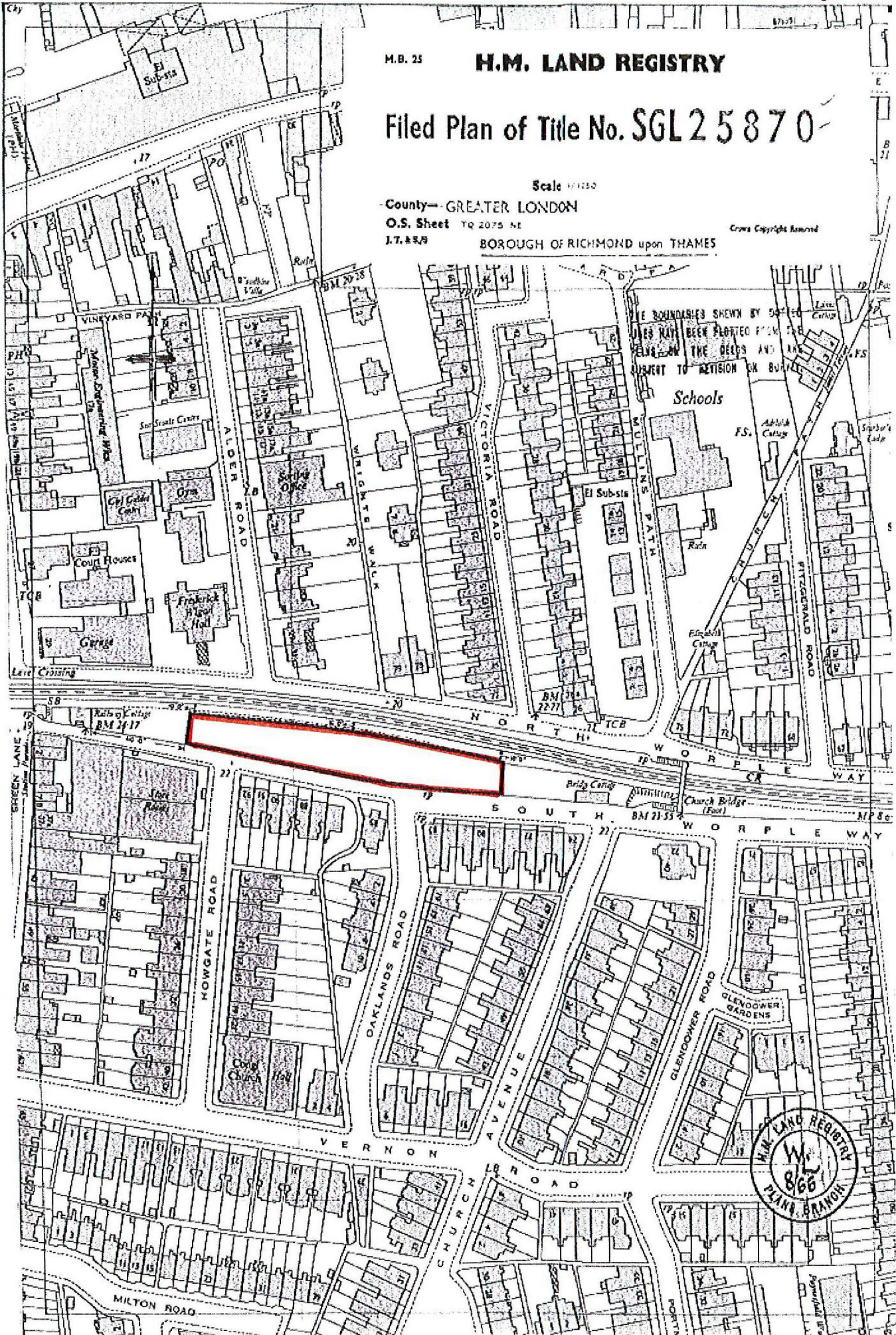
County— GREATER LONDON

O.S. Sheet TQ 2075 NE

Crown Copyright Reserved

J.T. 89/9

BOROUGH OF RICHMOND upon THAMES



This official copy is incomplete without the preceding notes page.

"Occupation"	the full and beneficial occupation of a Residential Unit (but this expression shall not include occupation for the purposes of construction or fitting out or for marketing or security purposes) and "Occupied" and "Occupy" shall be construed accordingly
"Occupation Date"	Occupation of the second Residential Unit for residential purposes within Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended) which constitutes Material Operation under section 56(4) (e) of the 1990 Act
"the Planning Application"	the application made by the Owner under reference number 19/3324 for the demolition of the existing garages and the erection of five detached dwellings with parking spaces and landscaping
"the Planning Permission"	a planning permission that may be granted by the Council pursuant to the Planning Application
"the Property"	land known as garages And land adjacent Railway South Worple Way East Sheen London and recorded at HM Land Registry as land to the north side of South Worple Way, Mortlake, London SW14 8NG delineated in red on the plan attached hereto
"Residential Occupier"	any tenant or individual occupier or leasehold owner of a Residential Unit and for the avoidance of doubt the term "Residential Occupiers": <ul style="list-style-type: none"> (i) shall be construed accordingly; and (ii) 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
"Residential Units"	the five (5) residential units designated for C3 use as defined within the Use Classes Order to be constructed pursuant to the Development together with any amenity space or any right to use the same (whether common or not with others therewith) and the term "Residential Unit" shall be construed accordingly
"Sale"	the sale of the freehold of a Residential Unit or the grant of a lease of a Residential Unit for a period of not less than 21 years at a nominal rent
"Sale Date"	the completion date of the Sale of the second Residential Unit
"Use Classes Order"	the Town and Country Planning (Use Classes) Order 1987 (as amended)

WHEREAS:

- (1) 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(a) of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable
- (2) The Owner is registered at the Land Registry with absolute title under title number SGL25870 as the proprietor of the freehold interest in the Property
- (3) Policy LP 36 of the Local Plan provides that the Council may consider a financial contribution to its Affordable Housing Fund as an alternative to on-site provision
- (4) Policy LP 45 of the Local Plan provides 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

- (5) The Owner has submitted the Planning Application to the Council and has entered into this Deed in order to secure the planning obligations contained in so that it may be taken into account as a material consideration in the determination of the Planning Application by the Council.

NOW THIS DEED WITNESSETH as follows:-

1. This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of 1972 Act, Section 16 of the 1974 Act and section 1 of the 2011 Act and any other enabling statutory provisions
2. THE Owner hereby UNDERTAKES to the Council:-
 - (a) to provide seven (7) days prior written notice to the HDM:
 - (i) of the intended Implementation Date and a further written notice of the actual Implementation Date within seven days of the occurrence of the same
 - (ii) of the Occupation Date or the Sale Date (whichever is sooner)
 - (b) For the avoidance of doubt it is hereby agreed that if Implementation occurs and the notice required in paragraph 2(a)(i) has not been given then the failure to give notice shall not affect the liability of the Owner to comply with the planning obligations in this Deed
 - (c) to pay to the Council:
 - (i) the Affordable Housing Contribution prior to or within 5 working days of the Occupation Date or the Sale Date (whichever is the sooner) and not to permit the Occupation of a further Residential Unit until the Affordable Housing Contribution has been paid to the Council
 - (ii) the Monitoring Fee on the date hereof
 - (iii) its reasonable and proper legal costs for reviewing and approving this Deed in the sum of seven hundred pounds (£700.00) on the date hereof
 - (d) Not to dispose of to any person or occupy or allow any person to be a Residential Occupier unless a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital (4) 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 marked highway bay or other place within a 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

3. IT IS HEREBY AGREED and DECLARED:-

Miscellaneous agreements and declarations

- (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) 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
- (g) That the Owner for itself/themselves/himself and it/their/his successors in title to the Property hereby acknowledge that the provisions in paragraph (d) to clause 2 above shall continue to have effect in perpetuity

Local land charge provisions

- (h) 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
- (i) 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 and/or the Mortgagee hereunder have been wholly performed or discharged

Reference to statutes and statutory instruments

- (j) 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

Variations

- (k) 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

- (l) 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

English law applicable

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

Effect of revocation of planning permission

- (n) 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

Waivers not to be of a continuing nature

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

Liability of subsequent Owner and release of former Owner

- (p) 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 freehold interest in such land)

Contracts (Rights of Third Parties) Act 1999

- (q) 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 the Owner and the Mortgagee

Release

- (r) 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 Implementation 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 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

VAT clauses

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

Interest on late payment

- (u) if any of the Affordable Housing Contribution due under Clause 2(c)(i) is not paid to the Council within the timescales stipulated therein, then interest shall be paid on such contribution at the rate of 4% above the Bank of England base rate from time to time in force from the date that the contribution became due to the date of actual payment

Community Infrastructure Levy Regulations 2010

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

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

EXECUTED AS A DEED by
AMBAZAC LIMITED
acting by:

) 
)
)

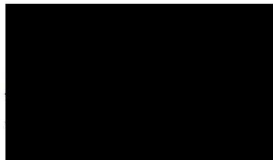
Christopher Billot Cotillard
representing CAPT Limited
in its capacity as corporate
director of the company.

Authorised Signatory

Name... Amy Brown

Signature.. 

SIGNED AND DELIVERED as a deed by)
JULIAN COWAN)
in the presence of:)



Witness signature



Witness name

James Pattenon

Witness address



29 september 2020

AMBAZAC LIMITED & JULIAN COWAN

to

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

DEED OF UNILATERAL UNDERTAKING
made under Section 106 of the Town and
Country Planning Act 1990 and section 16 of
the Greater London Council (General Powers)
Act 1974 relating to the north side of South
Worple Way, Mortlake, London SW14 8NG

Louise Round
Head of South London Legal Partnership
Gifford House
67c St Helier Avenue
Morden
SM4 6HY

THIS UNILATERAL UNDERTAKING is made as a Deed the ^{29th} day of September two thousand and twenty

BY

(1) **AMBAZAC LIMITED** (Company No. 5321) (incorporated in Jersey) of 95/97 Halkett Place, St. Helier, Jersey, JE1 1BX and **JULIAN COWAN** of 158 Kew Road, Richmond, Surrey TW9 2AU (together called "the Owner")

IN FAVOUR OF

(2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND UPON THAMES** of Civic Centre 44 York Street Twickenham Middlesex TW1 3BZ ("the Council")

INTERPRETATION

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

"1974 Act"	the Greater London Council (General Powers) Act 1974
"1972 Act"	the Local Government Act 1972
"2011 Act"	the Localism Act 2011
"the 1990 Act"	the Town & Country Planning Act 1990
"Affordable Housing Contribution"	the sum of two hundred and thirty nine thousand four hundred and two pounds (£239,402.00) Indexed
"CPZ"	the controlled parking zone ES - East Sheen or any controlled parking zone amending or replacing the same
"the Development"	the development described in the Planning Application
"Disabled Persons Badge"	a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Person's Act 1970

"the 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
"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"> (i) ground investigatory site survey work (ii) site clearance (iii) construction of boundary fencing or temporary means of enclosure (iv) archaeological investigation (v) works of decontamination or remediation (vi) diversion and laying of services (vii) temporary display of site notices or advertisements
"Implementation Date"	the date on which Implementation occurs
"Indexed"	increased in accordance with the formula whereby the Affordable Housing Contribution is multiplied by the fraction A divided by B where B represents the value of the Retail Prices Index (All Items) as at the date of this Deed and A represents the value of the same index as at the date of payment of the Affordable Housing Contribution to the Council
"Local Plan"	the London Borough of Richmond upon Thames Adopted Local Plan (2018)
"Monitoring Fee"	the sum of nine hundred and twenty three pounds (£923.00)
"Motor Vehicle"	any mechanically propelled vehicles intended or adapted for use on a road and / or highway

J. L. ...

M.B. 25

H.M. LAND REGISTRY

Filed Plan of Title No. SGL 25870

Scale 1/1250

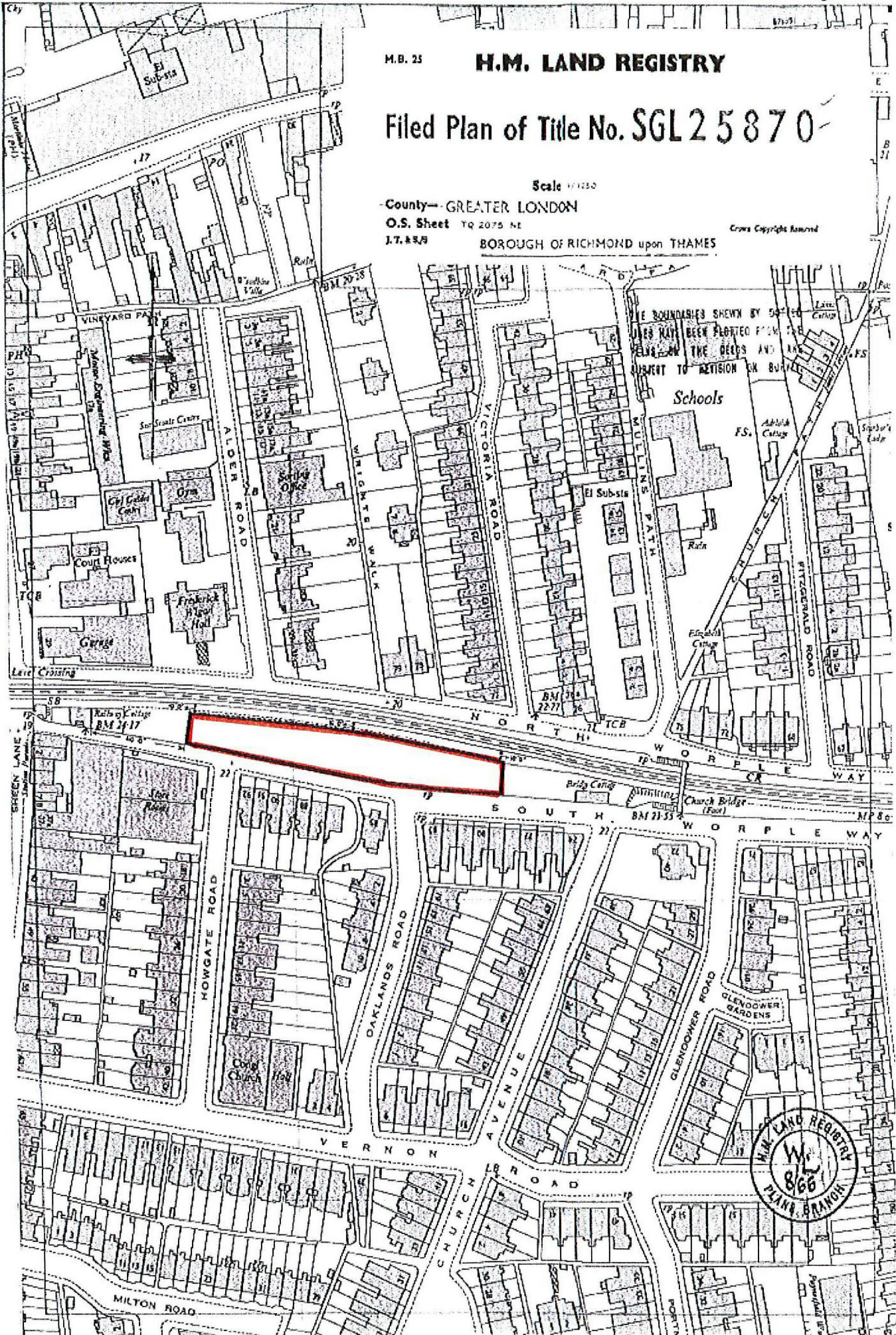
County— GREATER LONDON

O.S. Sheet TQ 2075 NE

J.T. 89/9

BOROUGH OF RICHMOND upon THAMES

Crown Copyright Reserved



This official copy is incomplete without the preceding notes page.

"Occupation"	the full and beneficial occupation of a Residential Unit (but this expression shall not include occupation for the purposes of construction or fitting out or for marketing or security purposes) and "Occupied" and "Occupy" shall be construed accordingly
"Occupation Date"	Occupation of the second Residential Unit for residential purposes within Use Class C3 of the Town and Country Planning (Use Classes) Order 1987 (as amended) which constitutes Material Operation under section 56(4) (e) of the 1990 Act
"the Planning Application"	the application made by the Owner under reference number 19/3324 for the demolition of the existing garages and the erection of five detached dwellings with parking spaces and landscaping
"the Planning Permission"	a planning permission that may be granted by the Council pursuant to the Planning Application
"the Property"	land known as garages And land adjacent Railway South Worple Way East Sheen London and recorded at HM Land Registry as land to the north side of South Worple Way, Mortlake, London SW14 8NG delineated in red on the plan attached hereto
"Residential Occupier"	any tenant or individual occupier or leasehold owner of a Residential Unit and for the avoidance of doubt the term "Residential Occupiers": <ul style="list-style-type: none"> (i) shall be construed accordingly; and (ii) 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
"Residential Units"	the five (5) residential units designated for C3 use as defined within the Use Classes Order to be constructed pursuant to the Development together with any amenity space or any right to use the same (whether common or not with others therewith) and the term "Residential Unit" shall be construed accordingly
"Sale"	the sale of the freehold of a Residential Unit or the grant of a lease of a Residential Unit for a period of not less than 21 years at a nominal rent
"Sale Date"	the completion date of the Sale of the second Residential Unit
"Use Classes Order"	the Town and Country Planning (Use Classes) Order 1987 (as amended)

WHEREAS:

- (1) 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(a) of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable
- (2) The Owner is registered at the Land Registry with absolute title under title number SGL25870 as the proprietor of the freehold interest in the Property
- (3) Policy LP 36 of the Local Plan provides that the Council may consider a financial contribution to its Affordable Housing Fund as an alternative to on-site provision
- (4) Policy LP 45 of the Local Plan provides 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

- (5) The Owner has submitted the Planning Application to the Council and has entered into this Deed in order to secure the planning obligations contained in so that it may be taken into account as a material consideration in the determination of the Planning Application by the Council.

NOW THIS DEED WITNESSETH as follows:-

1. This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of 1972 Act, Section 16 of the 1974 Act and section 1 of the 2011 Act and any other enabling statutory provisions
2. THE Owner hereby UNDERTAKES to the Council:-
 - (a) to provide seven (7) days prior written notice to the HDM:
 - (i) of the intended Implementation Date and a further written notice of the actual Implementation Date within seven days of the occurrence of the same
 - (ii) of the Occupation Date or the Sale Date (whichever is sooner)
 - (b) For the avoidance of doubt it is hereby agreed that if Implementation occurs and the notice required in paragraph 2(a)(i) has not been given then the failure to give notice shall not affect the liability of the Owner to comply with the planning obligations in this Deed
 - (c) to pay to the Council:
 - (i) the Affordable Housing Contribution prior to or within 5 working days of the Occupation Date or the Sale Date (whichever is the sooner) and not to permit the Occupation of a further Residential Unit until the Affordable Housing Contribution has been paid to the Council
 - (ii) the Monitoring Fee on the date hereof
 - (iii) its reasonable and proper legal costs for reviewing and approving this Deed in the sum of seven hundred pounds (£700.00) on the date hereof
 - (d) Not to dispose of to any person or occupy or allow any person to be a Residential Occupier unless a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital (4) 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 marked highway bay or other place within a 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

3. IT IS HEREBY AGREED and DECLARED:-

Miscellaneous agreements and declarations

- (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) 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
- (g) That the Owner for itself/themselves/himself and it/their/his successors in title to the Property hereby acknowledge that the provisions in paragraph (d) to clause 2 above shall continue to have effect in perpetuity

Local land charge provisions

- (h) 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
- (i) 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 and/or the Mortgagee hereunder have been wholly performed or discharged

Reference to statutes and statutory instruments

- (j) 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

Variations

- (k) 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

- (l) 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

English law applicable

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

Effect of revocation of planning permission

- (n) 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

Waivers not to be of a continuing nature

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

Liability of subsequent Owner and release of former Owner

- (p) 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 freehold interest in such land)

Contracts (Rights of Third Parties) Act 1999

- (q) 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 the Owner and the Mortgagee

Release

- (r) 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 Implementation 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 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

VAT clauses

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

Interest on late payment

- (u) if any of the Affordable Housing Contribution due under Clause 2(c)(i) is not paid to the Council within the timescales stipulated therein, then interest shall be paid on such contribution at the rate of 4% above the Bank of England base rate from time to time in force from the date that the contribution became due to the date of actual payment

Community Infrastructure Levy Regulations 2010

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

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

EXECUTED AS A DEED by
AMBAZAC LIMITED
acting by:

) 
)
)

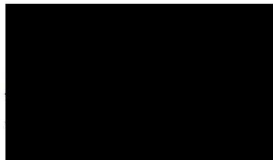
Christopher Billot Cotillard
representing CAPT Limited
in its capacity as corporate
director of the company.

Authorised Signatory

Name... Amy Brown

Signature.. 

SIGNED AND DELIVERED as a deed by)
JULIAN COWAN)
in the presence of:)



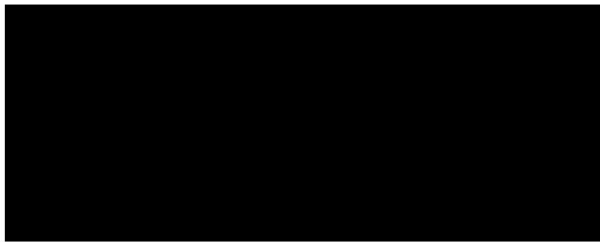
Witness signature



Witness name

James Pattenon

Witness address



29 september 2020

AMBAZAC LIMITED & JULIAN COWAN

to

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

DEED OF UNILATERAL UNDERTAKING
made under Section 106 of the Town and
Country Planning Act 1990 and section 16 of
the Greater London Council (General Powers)
Act 1974 relating to the north side of South
Worple Way, Mortlake, London SW14 8NG

Louise Round
Head of South London Legal Partnership
Gifford House
67c St Helier Avenue
Morden
SM4 6HY