

I hereby certify this to be a true copy of the original Section 106 Agreement



Hassan Bokhari, Solicitor
for South London Legal Partnership

THIS UNILATERAL UNDERTAKING is made as a Deed the 28 day of June two thousand and twenty one

BY

(1) RICHMOND GREEN DEVELOPMENTS LIMITED (Company Registration Number 02934711) whose registered office is situate at Tideway House, Park Lane TW9 2RA ("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")

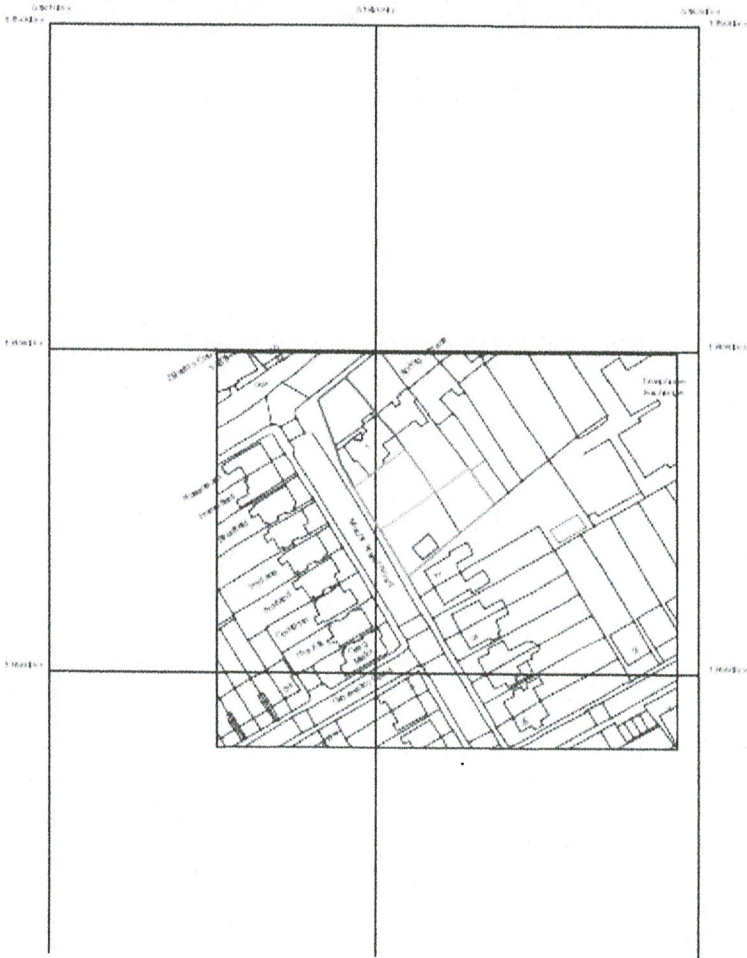
INTERPRETATION

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

| | |
|-----------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------|
| "1972 Act" | the Local Government Act 1972 |
| "1974 Act" | the Greater London Council (General Powers) Act 1974 |
| "1990 Act" | the Town & Country Planning Act 1990 |
| "2011 Act" | the Localism Act 2011 |
| "Affordable Housing Contribution" | the sum of eighty five thousand two hundred seventy six pounds (£85,276) Indexed |
| "Appeal" | the appeal lodged under reference APP/L5810/Y/20/3258694 |
| "CPZ" | the controlled parking zone A1 - Richmond Town or any controlled parking zone amending or replacing the same |
| "Disabled Persons Badge" | a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Person's Act 1970 |
| "Development" | the development described in the Planning Application |
| "the HDM" | the Council's Head of Development Management or such other person as may be appointed from time to time to carry out that function |
| "Implementation" | 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: |

- (i) ground investigatory site survey work
- (ii) construction of boundary fencing
- (iii) archaeological investigation
- (iv) works of decontamination or remediation

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| "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 |
| "Inspector" | means the inspector appointed by the Secretary of State to determine the Appeal and to report to the Secretary of State following determination of the Appeal in relation to the refusal of the Planning Application by the Council |
| "Local Plan" | the London Borough of Richmond upon Thames Adopted Local Plan (2018) |
| "the Monitoring Fee" | the sum of five hundred pounds (£500) being the Council's proper and reasonable costs for monitoring the planning obligations in this Deed |
| "Motor Vehicle" | any mechanically propelled vehicles intended or adapted for use on a road and / or highway |
| "Occupation" | the full and beneficial occupation of the 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" | the first Occupation of the Residential Unit for residential purposes within Use Class C3 of Use Classes Order (as amended) which constitutes Material Operation under section 56(4) (e) of the 1990 Act |
| "Planning Application" | a planning application submitted to the Council on 15 th January 2020 bearing reference number 19/3871/FUL for the partial demolition of and alteration to listed garden walls to facilitate the erection of single storey dwelling house with basement level (4 bedroom with a study), new entrance gates associated hard and soft landscaping and parking |



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|----------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| “Planning Permission” | the planning permission that may be granted pursuant to the Planning Application by the Inspector |
| “Property” | land known as land and property at rear of 1 Spring Terrace, Richmond, TW9 1LW shown edged red on the plan attached hereto |
| “Residential Occupier” | any tenant or individual occupier or leasehold owner of the Residential Unit and for the avoidance of doubt the term excludes any business or corporate body or bodies |
| “Residents Parking Permit” | a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing for a Motor Vehicle to park in a Residents Parking Bay |
| “Residents Parking Bay” | a marked highway parking space designated by the Council by order under the Road Traffic Regulation Act 1984 the Road Traffic Regulations (Parking) Act 1986 the Parking Act 1989 or the Road Traffic Act 1991 (or other relevant legislation) for use by residents of the locality on which the Development is situated |
| “Residential Unit” | the dwellinghouse 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) |
| “Sale” | the sale of the freehold or the grant of a lease for a period of not less than 21 years at a nominal rent |
| “Sale Date” | the completion date of the first Sale of the Residential Unit |
| “Secretary of State” | means the Secretary of State for Communities and Local government or other person for the time being empowered to determine the Appeal under the 1990 Act |
| “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 Town and Country Planning Act 1990 and for the purposes of Section 106(9) 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 TGL236365 as the proprietor of the freehold interest in the Property

- (3) The Council as local planning authority refused to grant planning permission for the Planning Application an Appeal was subsequently lodged by the Owner
- (4) 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
- (5) 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
- (6) The Owner has submitted the Appeal and entered into this Deed in order to secure the planning obligations contained in it so that it may be taken into account as a material consideration in the determination of the Appeal by the Inspector

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 as set out in the Schedule
3. **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" and "the Owner" shall include their respective successors in title and assigns
 - (d) 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
 - (e) This deed takes effect on the date hereof but the planning obligations herein and save for those contained at Clause 2 (a)(ii) above are conditional on:
 - (i) the grant of Planning Permission and the Material Start of the Development: and
 - (ii) the Secretary of State or his Inspector deciding to allow the Appeal and making an express finding in the letter granting Planning Permission that the planning obligations created by this Deed constitute a material consideration for the purposes of determining the Appeal PROVIDED THAT in the event that the Inspector or Secretary of State expressly declares when determining the Appeal

that whilst this Deed is a material consideration in the determination of the Appeal but the Affordable Housing Contribution or the other planning obligations within this Deed is not reasonable or necessary to make the Development acceptable in planning terms (and is therefore not a material consideration for the purposes of determining the Appeal) then (without prejudice to the legal effect of the remainder of this Deed) the requirement to pay the relevant contribution or perform said obligation shall not take effect.

Local land charge provisions

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

Reference to statutes and statutory instruments

- (g) 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

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

Effect of revocation of planning permission

- (i) 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 owner

- (j) 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

- (k) 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

- (l) 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 and the Owner

Termination or Release

- (m) This Deed shall determine and cease to have any further effect (without any further act or deed on the part of either Council or the Owner) if:

- (i) the Appeal is dismissed; or
- (ii) in determining the Appeal, the secretary of State or the Inspector expressly states in his decision letter that this Deed is an immaterial planning consideration or that no weight can be attached to this Deed in determining the Appeal: or
- (iii) having been granted the Planning Permission is 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.

Community Infrastructure Levy

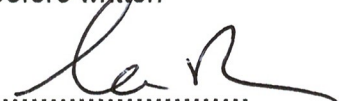
- (n) The terms of this deed comply in all respects with the requirements of Regulation 122 of the Community Infrastructure Regulations 2010 in that the obligations contained herein are necessary to make the Development acceptable in planning terms, directly relate to the Development and fairly and reasonably relate in scale and kind to the Development

Interest on late payment

- (o) if any of the Affordable Housing Contribution due under paragraph 2(i) Part II of the Schedule of this Deed 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

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
RICHMOND GREEN DEVELOPMENTS LIMITED



 Director

acting byCOLIN DEEHAN.....
 a director in the presence of:

Witness signature: Tony Ward

Witness name: TONY WARD

Witness address: Pine lodge, Main drive, Richmond park, Iwer, SLO 9DP

Witness occupation: Courier

SCHEDULE

COVENANTS BY THE OWNER

Part I– Car Parking Permits

1. 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 (5) hereof or any other policy replacing the same such person shall not be entitled (unless such person is or becomes entitled to be a holder of a Disabled Persons' Badge) to be granted a Residents Parking Permit to park a Motor Vehicle in any Residents Parking Bay or other place within the CPZ within the Council's area nor will the Council enter into a contract (other than individual contracts for one occasion) with such person to park in any car park controlled by the Council nor will they be entitled to apply for a season ticket to park a Motor Vehicle in any car park controlled by the Council

Part II– Payments

2. To pay to the Council:

(i) the Affordable Housing Contribution prior to or on the Occupation Date or the Sale Date (whichever is the sooner) and not to permit the Occupation of the Residential Unit until the Affordable Housing Contribution has been paid to the Council

(ii) the Monitoring Fee prior to or on the Implementation Date and not to Implement the Development until the Monitoring Fee has been paid

(ii) its reasonable and proper legal costs in the preparation and completion of this Deed in the sum of eight hundred and fifteen pounds (£815) on the date hereof

Part III – Notifications

3. To provide written notification to the HDM:

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

(ii) seven days prior to the Occupation Date or the Sale Date (whichever is sooner)

4. For the avoidance of doubt it is hereby agreed that if Implementation occurs and the notice required in paragraph 3(i) Part I of the Schedule 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

Dated 28th JUNE 2021 2021

RICHMOND GREEN DEVELOPMENTS LIMITED
to

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

DEED OF UNILATERAL UNDERTAKING

**made under Section 106 of the
Town & Country Planning Act 1990
and Section 16 of the Greater London Council
(General Powers) Act 1974
relating to 1 Spring Terrace, Richmond, TW9 1LW**

Louise Round
Managing Director, South London Legal Partnership
Gifford House
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