

DATED 17 August

2021

GIVEN BY
MIZEN DEVELOPMENTS LIMITED
and
RAILSHEAD COMMERCIAL LIMITED
and
STANDARD BANK ISLE OF MAN LIMITED

TO

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

Planning Obligation by way of Unilateral Undertaking

made under Section 106 Town and Country Planning Act 1990

- relating to -

1 Railshead Road, TW7 7EP and 20/1870/FUL

THIS UNILATERAL PLANNING OBLIGATION is given on 17 August

2021

BY:

MIZEN DEVELOPMENTS LIMITED (Co. Reg. No 02864560) whose registered office is situated at No. 1, Railshead Road, Isleworth TW7 7EP ("**Freeholder**")

and

RAILSHEAD COMMERCIAL LIMITED (Co. Reg. No. 11348024) whose registered office is situated at No. 1, Railshead Road, Isleworth TW7 7EP ("**Leaseholder**");

and

STANDARD BANK ISLE OF MAN LIMITED (incorporated in Isle of Man) whose registered office is situated at Standard Bank House, One Circular Road, Douglas, Isle of Man ("**Mortgagee**")

TO:

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

RECITALS

- (A) The Council is the local planning authority for purposes of the Act for the area in which the Site is located.
- (B) The Freeholder is the registered proprietor of the freehold of the Site (together with other land) registered at the Land Registry with title absolute under Title Number MX437130
- (C) The Leaseholder is the registered proprietor of the leasehold in the Site registered at the Land Registry with title absolute under Title Number TGL476441 and which is subject to a registered charge in favour of the Mortgagee
- (D) The Mortgagee is party to this Deed for the purposes of consenting to the Deed binding the Site
- (E) The Planning Application was submitted to the Council and the Council is satisfied that the planning obligations secured by this Deed are necessary to make the Development acceptable in planning terms and are directly related to the Development and are fairly and reasonably related in scale and kind to the Development and thus satisfy the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010.
- (F) The obligations contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act.

- (G) The Council is the local planning authority by whom the planning obligations and the covenants in this Deed are enforceable.
- (H) Having regard to the provisions of the London Plan, the Local Plan and the planning considerations affecting the Site, the Council considers that the Development ought only to be permitted subject to the terms hereof.

OPERATIVE PROVISIONS

1 DEFINITIONS

In this Deed, the following words and expressions shall where the context permits have the following meanings:

Act the Town and Country Planning Act 1990;

Affordable Housing Contribution the sum of three hundred and sixty-two thousand pounds (£362,000) Indexed to be used by the Council (in the event of receipt) for the purpose or providing, repairing, maintaining and/or supporting offsite affordable housing provision as the Council may consider appropriate;

Development the development of the Site pursuant to the Planning Permission by the “conversion to Use Class C3 of part only of B1 commercial space (with direct access at ground floor level) approved under LPA Ref: 13/3388 and providing at first floor level 4 x 2 bedroom and 2 x 1 bedroom dwellings”;

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

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 on which the Affordable Housing Contribution becomes due to be paid to the

Council

Material Start

the carrying out in relation to the Development of a material operation as defined in Section 56(4) of the 1990 Act save that such shall not include works of demolition; works of site clearance; ground investigations; site survey works; laying of services and service media; construction of temporary accesses; archaeological investigation; landscaping works off the public highway; and noise attenuation works

Occupation

occupation pursuant to the Planning Permission save that for the purposes of this Deed occupation for the purposes of fitting-out, security of marketing shall not constitute Occupation and the terms "Occupy", "Occupant" and "Occupied" shall be construed accordingly;

Occupation Date

the Occupation of the fourth Residential Unit

Owner

the Freeholder and the Leaseholder

Parties

the Freeholder the Leaseholder and the Mortgagee

Planning Application

the planning application submitted on behalf of the Owner seeking planning permission for the Development and accorded by the Council reference number 20/1870/FUL

Planning Permission

the planning permission that may be granted by the Council pursuant to the Planning Application and following completion of this Deed;

Property

the land and buildings at 1 Railshead Road, TW7 7EP as registered at the Land Registry under Title Number MX437130 and which is shown for identification purposes edged red on the Location Plan attached to this Deed at Schedule One;

Residential Units	the six flats comprised in the Development and "Residential Unit" shall be construed accordingly;
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 Sale of the fourth Residential Unit
Site	that part of the first floor of the Property known as Unit B against which this Deed may be enforced and which area are is shown for identification purposes edged red on the Floor Plan attached to this Deed at Schedule One.

2 Construction of this Deed

- 2.1 Where in this Deed reference is made to a clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of one gender include any other gender and words denoting actual persons include companies, corporations and firms.
-
- 2.4 Headings appearing in this Deed are for ease of reference only and shall not affect the construction of this Deed.
- 2.5 Wherever there is more than one person named as a Party and where more than one Party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.6 Any reference to a statute shall include any modification, extension or re-enactment of that statute from time to time for the time being in force and shall include all instruments,

orders, plans regulations, permissions and directions for the time being made, issued or given under that statute or deriving validity from it.

- 2.7 References to the Owner shall (subject to the terms of this Deed) include successors in title to the Owner and to any person deriving title through or under the Owner and in the case of the Council the successors to its statutory functions.

3 Legal Basis

- 3.1 This Deed is made pursuant to Section 106 of the Act and all other powers so enabling.
- 3.2 This Deed contains planning obligations for the purposes of Section 106 of the Act and the Council is the local planning authority by whom the obligations are enforceable.

4 Conditionality

Save in respect of those obligations in this Deed which are specified as having either immediate or earlier effect this Deed is conditional upon the grant of the Planning Permission.

5 Obligations of the Owner

- 5.1 to provide seven (7) days prior written notice to the HDM:
(i) of its intention to commence the Development by making a Material Start
(ii) of the Occupation Date or the Sale Date (whichever is due to occur first)
- 5.2 The Owner covenants with the Council not to Occupy or suffer or permit the Occupation or Sale of more than three Residential Units prior to the Affordable Housing Contribution having been paid to the Council.

6 Legal Effect

- 6.1 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 6.2 This Deed shall be registrable as a local land charge by the Council.
- 6.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

- 6.4 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or it expires by effluxion of time before being implemented or (without the consent of the Owner) it is modified by any statutory procedure.
- 6.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or that part of the Site in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 6.6 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) whether prior to or after the date of this Deed.
- 6.7 Nothing contained or implied by this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, byelaws and regulations.
- 6.8 The Owner covenants that it has full power to enter into this Deed and bind itself to the covenants and obligations contained in it and that this Deed has been properly executed by it.

7 Waiver

7.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

8. Mortgagees

8.1 The Mortgagee shall not have any liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from its mortgagor.

8.2 No mortgagee shall have any liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from its mortgagor.

9. Council's Fees

On the date hereof to pay the Council:

9.1 the sum of £650 being its proper and reasonable costs for reviewing and approving this Deed; and

9.2 the sum of £1,364 being the Council's proper and reasonable costs for monitoring the implementation of the planning obligations in this Deed

10. Variations

10.1 The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a subsequent deed of variation

11. Late Payment

11.1 if any of the Affordable Housing Contribution due under Clause 5.2 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

EXECUTED AS A DEED and delivered as such on the date first written

EXECUTED as a **DEED** on behalf of
by **MIZEN DEVELOPMENTS LIMITED**

Director.



In the presence of

Witness signature



Witness name

..... CELIA GRIFFITHS

Witness address



EXECUTED as a **DEED** on behalf of
by **RAILSHEAD COMMERCIAL LIMITED**

Director



In the presence of

Witness signature *CELIA GRIFFITHS*

Witness name [REDACTED]

Witness address [REDACTED]

EXECUTED as a **DEED** on behalf of
by **STANDARD BANK ISLE OF MAN LIMITED**

Director.....



In the presence of

Witness signature [REDACTED]

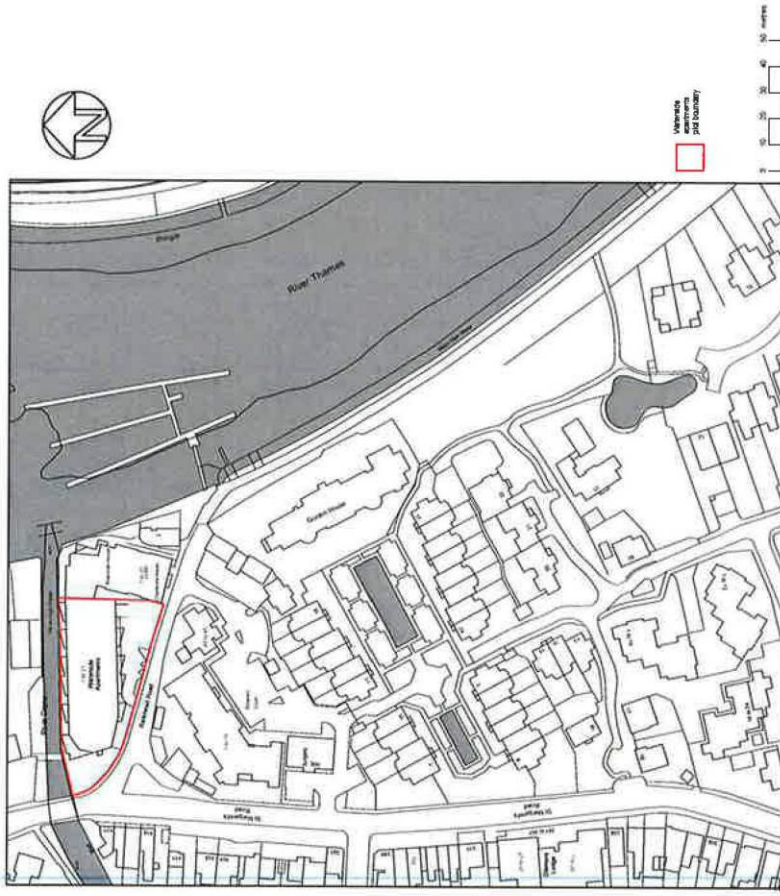
Witness name *JASON GAINES*

Witness address [REDACTED]

SCHEDULE ONE

Location Plan

Floor Plan



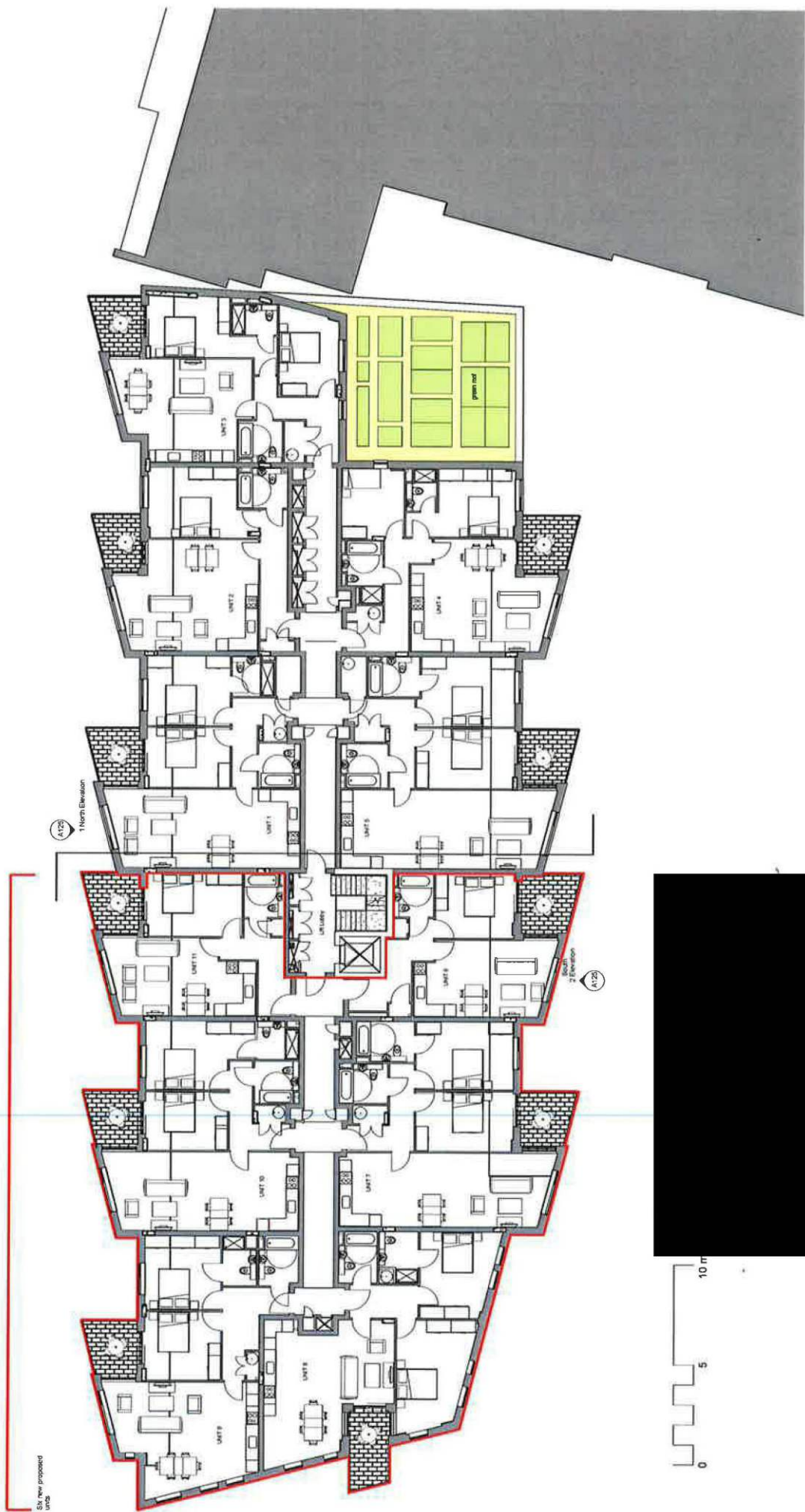
PLANNING

FORM design architecture
 175 Abchurch Lane
 London EC4N 3DF
 020 7427 3342 Fax

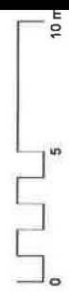
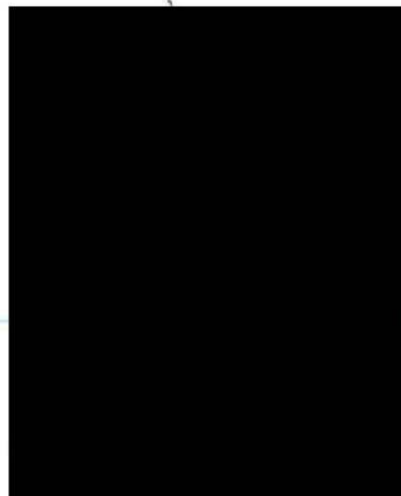
client: Mann Design Build LTD
 project: Rainhead Road
 location: TW17 7DG

date: 08.04.20 scale: 1:1000@A1 no: 859-001 rev: A

NOTES:
 1. This drawing is intended for use by the planning authority only.
 2. It is not to be used for any other purpose without the written consent of the architect.



Six new proposed units



PLANNING

FORM *Design Architecture*
 1 The Mill Lane, Borehamwood
 170 H3 Borehamwood Street
 Borehamwood, Herts, UK
 0207 947 5330
 0207 947 5342 Fax
 email: info@form-arch.co.uk
 client: Redhead Commercial Limited drawing: Proposed First Floor Plan
 project: Borehamwood Station
 date: 08.04.20 scale: 1:100 @ A1 no: 659-02-024 rev: A

NOTES:
 1. All work to be carried out in accordance with the Building Regulations 2010.
 2. All work to be carried out in accordance with the relevant British Standards.
 3. All work to be carried out in accordance with the relevant local authority requirements.

10/03/20
 10/03/20
 10/03/20

DATED _____ **2021**

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MIZEN DEVELOPMENTS LIMITED
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RAILSHEAD COMMERCIAL LIMITED
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TO
THE MAYOR & BURGESSES OF THE
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- relating to -

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and
20/1870/FUL

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- (D) The Mortgagee is party to this Deed for the purposes of consenting to the Deed binding the Site
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Council

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Occupation

occupation pursuant to the Planning Permission save that for the purposes of this Deed occupation for the purposes of fitting-out, security of marketing shall not constitute Occupation and the terms "Occupy", "Occupant" and "Occupied" shall be construed accordingly;

Occupation Date

the Occupation of the fourth Residential Unit

Owner

the Freeholder and the Leaseholder

Parties

the Freeholder the Leaseholder and the Mortgagee

Planning Application

the planning application submitted on behalf of the Owner seeking planning permission for the Development and accorded by the Council reference number 20/1870/FUL

Planning Permission

the planning permission that may be granted by the Council pursuant to the Planning Application and following completion of this Deed;

Property

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- 2.1 Where in this Deed reference is made to a clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
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orders, plans regulations, permissions and directions for the time being made, issued or given under that statute or deriving validity from it.

- 2.7 References to the Owner shall (subject to the terms of this Deed) include successors in title to the Owner and to any person deriving title through or under the Owner and in the case of the Council the successors to its statutory functions.

3 Legal Basis

- 3.1 This Deed is made pursuant to Section 106 of the Act and all other powers so enabling.
- 3.2 This Deed contains planning obligations for the purposes of Section 106 of the Act and the Council is the local planning authority by whom the obligations are enforceable.

4 Conditionality

Save in respect of those obligations in this Deed which are specified as having either immediate or earlier effect this Deed is conditional upon the grant of the Planning Permission.

5 Obligations of the Owner

- 5.1 to provide seven (7) days prior written notice to the HDM:
(i) of its intention to commence the Development by making a Material Start
(ii) of the Occupation Date or the Sale Date (whichever is due to occur first)
- 5.2 The Owner covenants with the Council not to Occupy or suffer or permit the Occupation or Sale of more than three Residential Units prior to the Affordable Housing Contribution having been paid to the Council.

6 Legal Effect

- 6.1 No provision of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 6.2 This Deed shall be registrable as a local land charge by the Council.
- 6.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

- 6.4 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission is quashed, revoked or otherwise withdrawn or it expires by effluxion of time before being implemented or (without the consent of the Owner) it is modified by any statutory procedure.
- 6.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or that part of the Site in relation to which such breach occurs but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 6.6 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) whether prior to or after the date of this Deed.
- 6.7 Nothing contained or implied by this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of their functions as local planning authority and their rights, powers, duties and obligations under all public and private statutes, byelaws and regulations.
- 6.8 The Owner covenants that it has full power to enter into this Deed and bind itself to the covenants and obligations contained in it and that this Deed has been properly executed by it.

7 Waiver

7.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

8. Mortgagees

8.1 The Mortgagee shall not have any liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from its mortgagor.

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9. Council's Fees

On the date hereof to pay the Council:

9.1 the sum of £650 being its proper and reasonable costs for reviewing and approving this Deed; and

9.2 the sum of £1,364 being the Council's proper and reasonable costs for monitoring the implementation of the planning obligations in this Deed

10. Variations

10.1 The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a subsequent deed of variation

11. Late Payment

11.1 if any of the Affordable Housing Contribution due under Clause 5.2 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

EXECUTED AS A DEED and delivered as such on the date first written

EXECUTED as a **DEED** on behalf of
by **MIZEN DEVELOPMENTS LIMITED**

Director.



In the presence of

Witness signature



Witness name

..... *CELIA GRIFFITHS*

Witness address



EXECUTED as a **DEED** on behalf of
by **RAILSHEAD COMMERCIAL LIMITED**

Director



In the presence of

Witness signature *CELIA GRIFFITHS*

Witness name [REDACTED]

Witness address [REDACTED]

EXECUTED as a **DEED** on behalf of
by **STANDARD BANK ISLE OF MAN LIMITED**

Director.....



In the presence of

Witness signature [REDACTED]

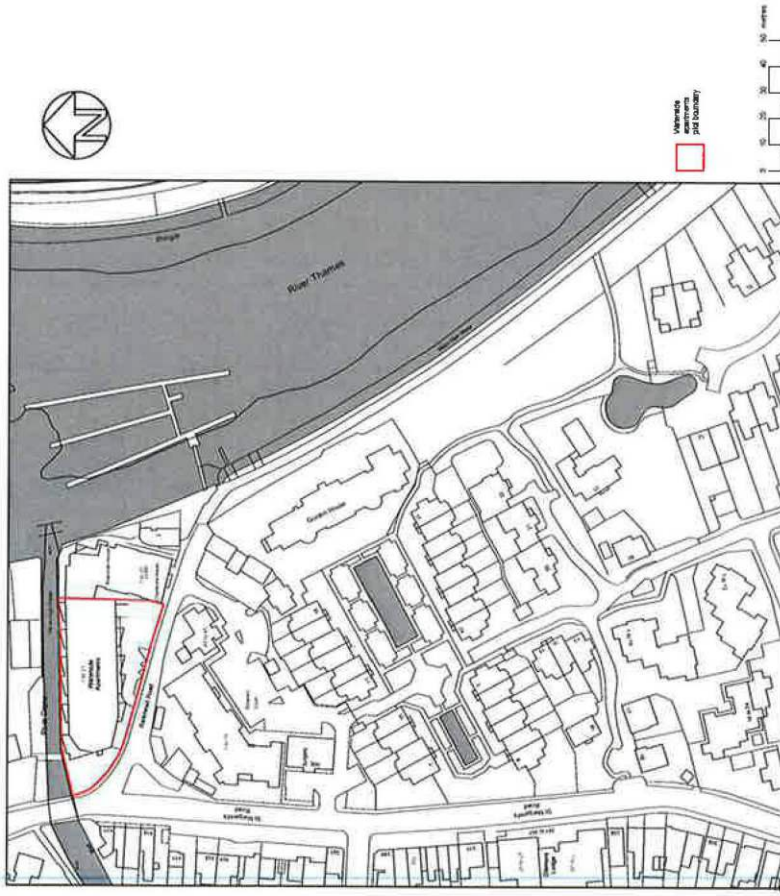
Witness name *JASON GAINES*

Witness address [REDACTED]

SCHEDULE ONE

Location Plan

Floor Plan



FORM design architecture

175 Abchurch Lane
London EC4N 3DF
020 7427 3342 Fax

client: Mann Design Build LTD
project: Rainhead Road
location: TW17 7DG

date: 08.04.20 scale: 1:1000@A1 no: 859-001 rev: A

PLANNING

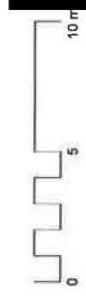
NOTES:
1. This drawing is intended for use by the planning authority only.
2. It is not to be used for any other purpose without the written consent of FORM design architecture.



Six new proposed units

AT20
1 North Elevation

AT20
2 South Elevation



PLANNING

FORM *Design Architecture*
 1 The Mill Lane
 170-181 Sarmstrong Street
 Wokingham, RG40 3LW
 01707 533300
 0207 7407 5342 Fax
 email: info@form-architects.co.uk
 client: Redhead Commercial Limited drawing: Proposed First Floor Plan
 project: Redhead Commercial
 date: 08.04.20 scale: 1:100 @ A1 no: 659-02-024 rev: A

NOTES:
 1. All dimensions are in millimetres unless otherwise stated.
 2. All work shall be in accordance with the Building Regulations.
 3. All work shall be in accordance with the relevant British Standards.
 4. All work shall be in accordance with the relevant Building Regulations.

08/04/20
 1:100 @ A1
 659-02-024 rev: A

DATED _____ **2021**

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