



dated 29<sup>th</sup> March 2022

**(1) London Borough of Richmond Upon Thames**  
and  
**(2) Paragon Asra Housing Association**

**Planning Obligation by Deed of Agreement pursuant to  
Section 106 of the Town and Country Planning Act 1990**

in relation to a planning application reference 20/0539/FUL Land at  
Strathmore Road, Teddington, TW11 8UH

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## Agreement

dated 29<sup>th</sup> March 2022

### Parties

- (1) **Paragon Asra Housing Association** (Society Regn No.2521RS) whose Registered Office is situated at Invergrange House, Station Road, Grangemouth, Stirlingshire, FK3 8DG (the "Owner" and "the Developer"); and
- (2) **London Borough of Richmond upon Thames** whose registered office is situated at Civic Centre 44 York Street Twickenham TW1 3BZ (the "Council").

### Introduction

- (A) The Council is the local planning authority and the Highway Authority for the purposes of the Act for the area within which the Application Site is situated and as such is the local planning authority entitled to enforce the terms of this Agreement.
- (B) The Owner has entered into a conditional contract with the Council to purchase the freehold of the whole of the Application Site that is registered at HM Land Registry under title number MX440711 and part of the Application Site that is registered under title number MX468911
- (C) The Application has been made to the Council for planning permission for the Development on the Application Site.
- (D) 7<sup>th</sup> October 2020 the Council resolved to grant Planning Permission subject amongst other things to the prior completion of this Agreement.
- (E) The Council considers it expedient should planning permission be granted pursuant to such planning application that provision should be made for regulating or facilitating the development or use of the Application Site in the manner hereinafter appearing and the Council considers that entering into this Agreement will be of benefit to the public.

### Agreed terms

#### 1 Definitions and interpretation

##### 1.1 Definitions

For the purposes of this Deed (including the Recitals) the following expressions shall have the following meanings in addition to the definitions set out in the Schedules hereto:

"**Act**" means the Town and Country Planning Act 1990 (as amended);

"**Application**" means the application for full planning permission submitted to the Council dated 24 February 2020 for the Development and allocated reference number 20/0539/FUL;

"**Application Site**" means the land known as the Strathmore Centre, Strathmore Road, Teddington (TW11 8UH) as shown edged red on the Plan annexed hereto marked "Site

Plan" being the land registered at the Land Registry under title numbers MX440711 and MX465911;

"**Commencement Date**" means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site survey site clearance archaeological investigations for the purpose of assessing ground conditions preparation work remedial or remediation work in respect of any contamination or other adverse ground conditions diversion and laying or removal of services erection of any temporary means of enclosure including fences and hoardings the temporary display of site notices or advertisements and **Commencement** and **Commence** and **Commences** and **Commenced** shall mutatis mutandis be construed accordingly;

"**Development**" means: Demolition of all existing buildings; erection of two 3-storey buildings comprising 30 residential dwellings in total (6 x1 bedroom, 17 x 2 bedroom & 7 x 3 bedroom); erection of single storey nursery building (294 sqm in total) alterations to existing access road and formation of 36 no. car parking spaces at grade; landscaping including communal amenity space and ecological enhancement area; secure cycle and refuse storage structures.

"**Dwelling**" means any dwelling (including a house flat or maisonette) to be constructed pursuant to the Planning Permission and **Dwellings** shall be construed accordingly;

"**Head of Development Management**" means the Head of Development Management of the Council and shall include his duly authorised agents and representatives or any successor;

"**Interest**" means interest at 4 per cent above the Bank of England Base Rate from time to time;

"**Indexation**" and "**Indexed**" means increased in accordance with the formula whereby the relevant 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 relevant contribution to the Council or in the event that the Retail Prices Index is no longer extant at such time as a calculation falls to be made the BCIS All-in Tender Price Index shall be used instead

"**Monitoring Fee**" the sum of £6,258 being the Council's costs of monitoring the performance of the obligations contained in this Deed

"**Notice of Commencement**" means the written notice advising of the proposed Commencement Date;

"**Occupation**" means occupation of the land or buildings for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and **Occupied** and **Occupy** shall be construed accordingly;

"**Parties**" means the parties to this Agreement;

"**Plan**" means the plan attached to this Agreement at Appendix 2;

"**Planning Permission**" means the planning permission to be granted by the Council pursuant to the Application in the form attached in Appendix 4 to this Agreement;

"**Practical Completion**" means issue of a certificate of practical completion of the Development by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect that the Development has been constructed and is available for Occupation;

"**Schedules**" means Schedules 1 to 4 contained in this Agreement;

"**Working Days**" means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory Bank Holiday and "Working Day" shall be construed accordingly.

## 1.2 Interpretation

1.2.1 Where in this Agreement reference is made to any clause paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph or schedule or recital in this Agreement.

1.2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

1.2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies corporations and firms and all such words shall be construed interchangeable in that manner.

1.2.4 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 severally unless there is an express provision otherwise.

1.2.5 Any reference to an Act of Parliament shall include any modification extension or re-enactment of that Act 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 Act or deriving validity from it.

1.2.6 References to any party to this Agreement shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Council the successors to their respective statutory function.

1.2.7 The headings and contents list are for reference only and shall not affect construction.

1.2.8 The words **including** and **include** shall be deemed to be followed by the words **without limitation**.

- 1.2.9 References in this Agreement to **development** shall have the meaning given to it by Section 55 of the Act.

## 2 Legal basis

- 2.1 This Agreement is made pursuant to Section 106 of the Act and to the extent that they fall within the terms of Section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council against the Owner in respect of the Application Site.
- 2.2 To the extent that any of the obligations contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 Section 1 of the Localism Act 2011 section 15 of the Greater London Council (General Powers) Act 1974 and all other enabling powers.
- 2.3 The Owner enters into the obligations (for itself and its successors in title and persons deriving title from the Owner) with the Council with the intent that the obligations contained in this Agreement shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Application Site or any part thereof.

## 3 Conditionality

This Agreement shall come into immediate effect save for is the obligations in the Schedules which are conditional upon the grant of the Planning Permission and Commencement of the Development.

## 4 Miscellaneous

- 4.1 The Owner hereby warrants that it is the owner of the freehold of the Application Site and that no other party has a material interest in the Application Site.
- 4.2 No provisions of this Agreement shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 nor does it confer or purport to confer any right to enforce any of the terms and provisions of this Agreement to any person who is not a party or successor in title or statutory successor to a party hereto.
- 4.3 This Agreement shall be registrable as a Local Land Charge by the Council.
- 4.4 Any notice to the parties hereto under this Deed shall be deemed to be sufficiently served if delivered personally or by recorded delivery service to the following officials/persons at the respective addresses hereinafter specified:

### **In respect of the Owner and the Developer at:**

Paragon Asra Housing Association

Case House

85-89 High Street

Walton-on-Thames

Surrey

KT12 1DZ

**In respect of the Council at:**

**Head of Development Management**

**Civic Centre**

**44 York Street**

**Twickenham TW1 3BZ**

- 4.5 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 4.6 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires prior to the Commencement Date.
- 4.7 No person will be liable for any breach of the terms of this Agreement occurring after the date on which they part with their entire interest in the Application Site save that they will remain liable for any breaches of this Agreement occurring before that date.
- 4.8 Any agreement obligation covenant or undertaking contained herein by the Owner or the Council which comprise more than one person or entity shall be joint and several. Where any agreement obligation covenant or undertaking is made with or undertaken towards any of the parties to this Agreement which comprise more than one person it shall be construed as having been made with or undertaken towards each such person separately.
- 4.9 Nothing in this Agreement shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions in any capacity and the rights powers duties and obligations of the Council under private public or subordinate legislation may be effectively exercised as if it were not a party to this Agreement (and in particular the Council shall not be precluded from entering into any agreement under the Act and/or under any other act or authority with any other party and shall not be deemed to be in breach of this Agreement by so doing).
- 4.10 Save for the restrictions on Occupation set out in Schedule 1 of this Deed and use and the restriction on the issue of on-street parking permits set out in Schedule 4 of this Deed, this Agreement shall not be enforceable against an individual owner occupier of the Development or their mortgagee or chargee.

## **5 Obligations of the Owner**

- 5.1 The Owner so as to bind the Application Site covenants with the Council :
- 5.1.1 to comply with its obligations set out in this Agreement and the Schedules to this Agreement;



- 5.1.2 to pay to the Council on completion of this Agreement its legal costs of £2,500 incidental to the negotiation preparation and execution of this Agreement and the Monitoring Fee.
- 5.1.3 to provide the Notice of Commencement to the Council no later than seven (7) Working Days prior to the Commencement Date;
- 5.1.4 to give the Council no less than seven (7) Working Days notice of the first Occupation of the Development; and
- 5.1.5 to give the Council no less than seven (7) Working Days notice of the Practical Completion of the Development.

## 6 Covenants by the Council

6.1 The Council covenants with the Owner:

- 6.1.1 to provide written confirmation, at the request of the Owner, of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed;
- 6.1.2 to act reasonably, properly and diligently in exercising their discretion and discharging their functions under this Agreement. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of the Agreement, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation;
- 6.1.3 to use all sums received from the Owner under the terms of this Agreement for the purpose(s) specified in this Agreement for which they are paid;
- 6.1.4 upon written request to repay to the person who paid it any sums received from the Owner pursuant to the Schedules to this Agreement which have not been expended or contractually committed in accordance with the provisions of this Agreement within ten (10) years of the date of receipt

## 7 Waiver

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 Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

## 8 Change in ownership

Subject to clause 4.13 and otherwise than in relation to transfers to utility companies or individual Dwellings the Owner shall give to the Council within 1 (one) month of the Owner disposing of any part of the Application Site written notice of the name and address of the person to whom the Application Site or any part has been transferred.

## 9 Interest

If any payment by the Owner due under this Agreement is paid late Interest will be payable from the date payment is due to the date of payment.

## 10 Dispute provisions

10.1 One party may by serving notice on all the other parties (the **Notice**) require a dispute to be referred to an expert for determination.

10.2 The Notice must specify:

10.2.1 The nature, basis and brief description of the dispute;

10.2.2 The clause or paragraph of a schedule or appendix pursuant to which the dispute has arisen; and

10.2.3 The proposed expert.

10.3 The expert may be agreed upon by the Parties and in the absence of such agreement within one month of the date that the notice is issued pursuant to clause 10.1 either Party may request that the following nominate the expert at their joint expense:

10.3.1 If such dispute relates to matters concerning the construction, interpretation and/or the application of this Agreement, the Chairman of the Bar Council to nominate the expert;

10.3.2 If such dispute relates to matters requiring a specialist chartered surveyor, the President of the Royal Institute of Chartered Surveyors to nominate the expert;

10.3.3 If such dispute relates to matters requiring a specialist chartered civil engineer or specialist transport advice, the President of the Institution of Civil Engineers to nominate the expert;

10.3.4 If such dispute relates to matters requiring a specialist chartered accountant, the President of the Institute of Chartered Accountants in England and Wales to nominate the expert;

10.3.5 If such dispute relates to Affordable Housing the expert shall be nominated by the President of the Royal Town Planning Institute; and

10.3.6 In all other cases, the President of the Law Society to nominate the expert provided that if a dispute relates to a matter falling within two or more of sub-clauses 14.3.1 to 14.3.5 the President of the Law Society may nominate such person or persons falling within the description of sub-clauses 10.3.1 to 10.3.5 as he thinks appropriate including joint experts.

10.4 If an expert nominated or appointed pursuant to clause 10.3 shall die or decline to act another expert may be appointed in his place in accordance with the provisions of clause 10.3.

10.5 The expert will be appointed subject to an express requirement that he reaches his decision and communicates it to the Parties within the minimum practicable timescale

allowing for the nature and complexity of the dispute and in any event not more than 20 Working Days from the date of the notice of his appointment which is served on the parties pursuant to clause 10.3

- 10.6 Notice in writing of the appointment of an expert pursuant to this clause 10.3 shall be given by the expert to the Parties and he shall invite each of the Parties to submit to him within fifteen (15) Working Days written submissions and supporting material and will afford to each of the said Parties an opportunity to make counter submissions within a further five (5) Working Days in respect of any such submission and material.
- 10.7 The expert shall act as an expert and not as an arbitrator. He shall consider any written representation submitted to him within the period specified in clause 10.6 and shall not be in any way limited or fettered thereby and shall determine the dispute in accordance with his own judgement.
- 10.8 The expert shall give notice of his decision in writing and his decision will (in the absence of manifest error) be final and binding on the Parties hereto.
- 10.9 If for any reason the expert fails to make a decision and give notice thereof in accordance with this clause 10.5 the Party or Parties may apply to the President of the Law Society for a substitute to be appointed in his place (which procedure may be repeated as many times as necessary).
- 10.10 The expert's costs shall be in the expert's award or in the event that he makes no determination, such costs will be borne by the parties to the Dispute in equal shares.
- 10.11 Nothing in this clause 10 shall be taken to fetter the Parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Agreement.

## 11 **Planning consents granted pursuant to S73 of the Act**

- 11.1 In the event that any new planning permission(s) are granted by the Council pursuant to Section 73 of the Act (as amended) and unless otherwise agreed between the Parties, with effect from the date that the any new planning permission is granted pursuant to Section 73 of the Act (as amended):
- 11.1.1 the obligations in this Agreement shall (in addition to continuing to bind the Application Site in respect of the Planning Permission) relate to and bind all subsequent planning permission(s) in respect of the Application Site granted pursuant to Section 73 of the Act and the Application Site itself without the automatic need to enter into any subsequent deed of variation or new agreement pursuant to Section 106 of the Act;
- 11.1.2 the definitions of Application, Development and Planning Permission in this Agreement shall be construed to include references to any applications under Section 73 of the Act, the planning permission(s) granted thereunder and the development permitted by such subsequent planning permission(s) (unless the Council in determining the application for the new planning permission indicates that consequential amendments are required to this Deed to reflect the terms of the application for the Section 73 Consent, when a separate deed under sections 106 and 106A of the 1990 Act will be required to secure relevant planning obligations relating to the Section 73 Consent) ; and

11.1.3 this Agreement shall be endorsed with the following words in respect of any future Section 73 application:

“The obligations in this Agreement relate to and bind the Application Site in respect of which a new planning permission referenced [ ] has been granted pursuant to Section 73 of the Town and Country Planning Act 1990 (as amended)”

12 **Jurisdiction**

This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

13 **Delivery**

The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated.

**In witness whereof** the parties hereto have executed this Agreement on the day and year first before written.

## Schedule 1

### Affordable Housing

In this Schedule 1, the following expressions shall have the following meanings:

**"Affordable Housing"** means housing means subsidised housing in the form of London Affordable Rental Housing and Shared Ownership Housing, in each case made available through a Registered Provider to persons whose incomes are insufficient to enable them to afford to buy or rent housing locally in the open market

**"Affordable Housing Units"** means the thirty (30) Dwellings to be constructed on the Application Site pursuant to the Planning Permission and in accordance with the Application;

**"Affordable Rented Housing"** means affordable housing to be made available by a Registered Provider to households whose needs are not adequately served by the commercial housing market at rents of up to 80% of the local Market Rent (including service charges where applicable) and "Affordable Rented Housing Units" and "Affordable Rent" shall be construed accordingly subject to rent levels being no greater than the weekly London Affordable Rent benchmarks set annually by the Greater London Authority, which for the financial year commencing on 1st April 2021 are as follows: • 1-bedroom dwelling - £159.32 per week • 2-bedroom dwelling - £168.67 per week • 3-bedroom dwelling - £178.05 per week Unless otherwise agreed in writing between the Council and the Developer.

**"Agreed Mix"** means subject to and in accordance with Paragraph 1.3 of this Schedule 1, the number size tenure and mix of Affordable Housing Units as set out in Appendix 3 of this Deed;

**"Disposal"** means sale, transfer, option, gift exchange, declaration of trust, assignment, lease and including a contract for any such disposal and "Disposals" "Dispose" and "Disposed of" shall be construed accordingly;

**"Eligible Household(s)"** means a person or persons who are in Local Housing Need and who are nominated by the Council from its Housing Needs Register in accordance with the Council's Tenancy Strategy

**"Eligible Purchaser"** means a purchaser or purchasers with a Household Income at the date of purchasing the relevant London Shared Ownership 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 £90,000

**"Household"** means any person or persons living together as a single household and **Households** shall be construed accordingly;

**"Household Income"** mean the combined gross annual incomes of those Eligible Purchasers'

**Housing Needs Register** means the register maintained by the Council or its nominee for Eligible Households;

**"Intermediate Housing Policy Statement"** means the policy statement published by the Council from time to time (the most recent version of which was published on 8 January 2018) which outlines, with or without other matters, the income eligibility range for applicants to intermediate housing schemes in the Borough of Richmond upon Thames (or any replacement Council guidance or policy statement)

**"Local Housing Need"** means (i) Households who are in need of residential accommodation suitable for their needs as their sole or principal home otherwise unable to obtain such suitable accommodation within the administrative area of the Council by reason of a lack of financial resources and whom it is reasonable to live in the locality or persons for the time being registered on the Council's maintained housing register and/or other housing register maintained for the purpose of identifying Local Housing Need in accordance with the policy of the Council and (ii) in the event that there shall be no such persons ready willing and able to occupy an Affordable Housing Unit at the material time then a Household who is assessed by a Registered Provider or the Council to be in genuine and urgent housing need;

**"Local Resident"** means a person living in or working in or with a local connection to the London Borough of Richmond upon Thames

**"London Affordable Rented Housing"** 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:

- (a) including Service Charges, up to 80 per cent of local market rents; and
- (b) excluding Service Charges, no higher than the benchmark rents published by the Greater London Council annually in accordance with the Mayor of London's Funding Guidance.

**"Market Rent"** means the estimated amount for which the relevant Dwelling should lease (let) on the date of valuation between a willing lessor and willing lessee on appropriate lease terms in an arms length transaction after proper marketing wherein the parties had acted knowledgeably, prudently and without compulsion;

**"Market Value"** means the price at which the whole interest in the Affordable Housing Unit would be expected to command if sold by a willing seller to a willing purchaser for residential purposes free of the restrictions and obligations contained in this Agreement;

**"Nominations Agreement"** means an agreement in the form appended at Appendix 3 with such amendments as may be reasonably required by the Council;

**"Registered Provider "** means a registered provider of social housing within the meaning of Section 80(2) of Part 2 of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) as registered with the HCA and as approved by the Council or other competent authority pursuant to the Housing and Regeneration Act 2008 (including for the avoidance of doubt the Council) or any other body who may lawfully provide or fund Affordable Housing from time to time and as approved by the Council;

**"Rent Standard"** means the standard relating to rent set by the Regulator of Social Housing from time to time having regard to the Welfare Reform and Work Act 2016 and the Rent Guidance together with the Rent Standard Guidance published by the

Department for Communities and Local Government in April 2015 or such other replacement guidance or direction or legislation

**"Retained Equity"** means the proportion of the Market Value in a Shared-Ownership Dwelling represented by such share of unsold equity;

**"Shared Ownership Housing"** means Affordable Housing leased by a Registered Provider to a lessee who is a person (or persons) who is (or are) Local Residents or members of an Eligible Household: and who meets (or meet) the eligibility criteria for Shared Ownership housing set by the Mayor of London's Affordable Housing and Viability Supplementary Planning Guidance dated August 2017 or as subsequently amended

1. for a term of not less than 125 years;
2. in consideration of a premium equal to the percentage of the open market value of the Shared Ownership Unit being acquired (being initially not less than 25%) and which entitles the lessee to purchase further and additional tranches of equity in the Shared Ownership Unit up to 100% of the interest in the Shared Ownership Unit;
3. requiring the payment of rent on the value of that percentage of the Shared Ownership Unit which on the grant of the lease shall not have been purchased by the lessee (subject to review) and adjusted on each occasion on which the lessee purchases further and additional tranches of equity in the Shared Ownership Unit;
4. grants to the lessee all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the Shared Ownership Unit; and
5. contains such usual terms and conditions as are contained in a residential lease of shared Ownership housing granted by a Registered Provider to a lessee

and **"Shared Ownership Housing Units"** and **"Shared Ownership Lease"** shall be interpreted accordingly

**"Social Rented Housing"** means rented housing owned and managed by local authorities or Registered Providers and let at Target Rents

**"Staircasing"** means the purchase by the Owner of additional equity in a Shared Ownership Unit;

“**Target Rents**” means rents for Social Rented Housing conforming with the pattern produced by the rents formula set out in Rent Guidance on rents for Social Housing and the Direction on the Rent Standard 2019 issued by the Ministry of Housing, Communities and Local Government in February 2019 or such other replacement guidance or direction or legislation and subject to the limit on rent charges and rent caps set out therein and subject to Indexation as permitted by the Rent Standard from time to time

- 1 The Owner covenants with the Council as follows:
  - 1.1 The Affordable Housing Units shall not be used or Occupied or Disposed of other than as Affordable Housing in perpetuity and in accordance with the Agreed Mix and the requirements of this Schedule.
  - 1.2 100% of the Dwellings permitted by the Planning Permission shall be constructed and retained as Affordable Housing Units in accordance with the Agreed Mix.
  - 1.3 The Affordable Housing Units shall comprise the Agreed Mix
  - 1.4 Subject to paragraph 1.8 below the Affordable Housing Units shall not be let or occupied other than as Affordable Housing under a tenancy with a Registered Provider and shall be retained in perpetuity but subject to the exception for the Shared Ownership Units in accordance with this Schedule.
  - 1.5 The Affordable Rented Housing Units shall not be let other than at a London Affordable Rent
  - 1.6 The initial Disposal of each Dwelling allocated for Shared Ownership Housing to a person who is proposed to become an Occupier shall include the following terms:
    - 1.6.1 The Disposal shall not involve the sale of an equity stake of less than 25% or more than 60%; and
    - 1.6.2 The rent payable under the Shared Ownership Lease shall not amount to more than 2.75% of the Market Value of the unsold equity of the relevant Shared Ownership Housing Unit.
  - 1.7 To ensure that in respect of the Shared Ownership Units:-
    - (1) for a period of three (3) months from the first date of marketing of the Development, that all the Shared Ownership Units are solely offered to eligible Local Residents pursuant to the Council’s Intermediate Housing Policy Statement and that two thirds of the units are offered to eligible Local Residents 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)
    - (2) following the expiry of the three month period the Shared Ownership Units may be marketed to Eligible Purchasers



- (3) paragraphs (1) and (2) of this paragraph 1.7 shall apply mutatis mutandis to any subsequent sales of the Shared Ownership Units except where a Shared Ownership Lessee has Staircased to 100% equity in the relevant London Shared Ownership Units

1.7 1.8 The Owner shall enter into a Nominations Agreement in respect of the Affordable Rented Housing Units with the Council prior to Occupation of the Affordable Rented Housing Units

1.8 1.9 The Affordable Housing Units shall not be used or Occupied other than as Affordable Housing provided that this covenant shall not be binding on or enforceable on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

1.8.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Units to another registered provider or to the Council 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; and

1.8.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Units free from the affordable housing provisions in this Agreement which provisions shall determine absolutely

1.9 The Owner shall ensure that the Affordable Housing Units are designed and constructed in accordance with the London Design Standards.

2 The provisions of this Schedule shall:

2.1 Cease to apply to any part or parts of the property which are disposed of in accordance with paragraph 1.8.

2.2 Cease to apply to any completed Affordable Housing Units where a Registered Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under Section 180 of the Housing and Regeneration Act 2008 or any similar or substitute right applicable.

2.3 Cease to apply to any Shared Ownership Housing Unit where the tenant has Staircased up to 100% in accordance with the terms of such Shared Ownership Housing Lease.

## Schedule 2

### Contributions to the Council

- 1 In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

**Air Quality Contribution** means the sum of Fourteen Thousand pounds (£14,000) Indexed towards local air quality awareness raising and transport mitigation measures to encourage modal shift to sustainable forms of transport

**Carbon Offset Contribution** means the sum of Sixty Five Thousand Seven Hundred and Seventy Eight pounds (£65,778) Indexed towards the Council's carbon offset fund;

**TML Contribution** means a contribution not exceeding three thousand two hundred pounds (£3,200) Indexed for the purpose of marking out a parking bay space on the carriageway on the southern side of Strathmore Road

**Play Space Contribution** means the sum of Six Thousand Four Hundred and Seventy Eight pounds (£6,478) Indexed towards 5 year off-site play space maintenance

### 2 Financial Contributions

- 2.1 The Owner hereby covenants with the Council:

2.1.1 to pay the Carbon Offset Contribution prior to Commencement of the Development

2.1.2 not to Commence the Development until such time as the Carbon Offset Contribution has been paid to the Council in accordance with paragraph 2.1.1 of this Schedule

2.1.3 to pay the Air Quality Contribution and Play Space Contribution to the Council prior to first Occupation;

2.1.4 not to Occupy nor cause nor permit Occupation of any part of the Development until such time as the Air Quality Contribution and Play Space Contribution have been paid to the Council in accordance with paragraph 2.1.3 of this Schedule.

2.1.5 to pay the TML contribution to the Council in the event that at the date of the Highways Agreement the Application Site is within a CPZ

### Schedule 3

#### Highways Works and Restriction on Issue of On-Street Parking Permits

- 1 In this Schedule unless the context requires otherwise the following words and expressions shall have the following meaning:

**BUSINESS PARKING PERMIT** means 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 Business Parking Bay

**BUSINESS PARKING BAY** means 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 occupiers of premises other than residential occupiers in the locality on which the Development is situated

**CPZ** means a controlled parking zone in which the parking of vehicles on the public highway is restricted or regulated by a traffic management order made by the Council under statutory powers or any controlled parking zone amending or replacing the same

**Disabled Persons Badge** means a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Person's Act 1970

**Highways Agreement** means a valid agreement executed as a deed and to be entered into with the Council pursuant, inter alia, to Section 38 and/or 278 of the Highways Act 1980;

**Highway Works** means works to the highway which works shall for the avoidance of doubt include the restoration of two dropped kerb accesses on the southern side of Strathmore Road west of the site access and installation of two pieces of tactile paving at the existing site access with Strathmore Road

**MOTOR VEHICLE** means any mechanically propelled vehicles intended or adapted for use on a road and / or highway

**RESIDENTS PARKING BAY** means 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

**RESIDENTS PARKING PERMIT** means 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

#### 2 Owners Covenants with the Council

- 2.1 To enter into a Highways Agreement in respect of Highways Works prior to the Commencement Date

- 2.2 The Owner hereby covenants with the Council not to Occupy nor cause nor permit Occupation of any part of the Development until such time as the Highway Works have been completed by the Owner in accordance with the Highways Agreement to the satisfaction of the Council as evidenced by issue of a certificate of completion by the Director of Environment in respect of the Highway Works.
- 2.3 In the event that a CPZ is established in the future in a zone that includes the Application Site not to dispose of to any person or occupy or allow any person to be the Residential Occupier of a Dwelling or the nursery to be formed on the Application Site unless a notice has been served on such person that 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 or Business Parking Permit to park a Motor Vehicle in any Residents Parking Bay or Business Parking Bay or other place within the CPZ 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

## Schedule 4

### Sustainable Travel

- 1 In this Schedule unless the context requires otherwise the following words and expressions shall have the following meanings:

**ACCREDITED CAR CLUB PROVIDER** means 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

**CAR CLUB** means 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** means the national charity promoting responsible car use and which operates an accreditation scheme for Car Clubs

**Travel Plan** means the travel plan to be submitted by the Owner setting out a scheme to encourage and regulate and promote sustainable travel measures for owners occupiers and visitors to the residential element in the Development and which may from time to time be varied with the written consent of the Council

**Travel Plan Monitoring Fee** means the payment of one thousand pounds (£1,000) per year towards the Council's reasonable and proper administrative costs of monitoring compliance with the provisions of the Travel Plan

**Travel Plan Objectives** means:

- (i) promote awareness of transport issues and the impact of traffic on the local environment;
- (ii) show a commitment to improving traffic conditions within the local area;
- (iii) influence the reduction in the level of private car journeys to and from the Development in order to reduce air pollution and the consumption of fossil fuels;
- (iv) maximise the proportion of journeys to from the Development by sustainable modes of transport such as walking cycling and public transport

## 2 **Owners Covenants with the Council**

- 2.1 To submit the Travel Plan to the Council prior to the Commencement Date to incorporate the Travel Plan Objectives and:

(a) to include baseline information relating to the existing transport situation in the vicinity of the Site, travel survey information, proposed responsibilities actions and targets (with completion dates), effective means of delivering and achieving these actions and targets and effective measures for the ongoing monitoring of the Travel Plan; and

(b) to provide for the appointment of a travel plan coordinator and where (and on each occasion that) the person holding the position of travel plan coordinator shall (for any reason) cease to act to appoint another person to that role and notify the Council as to the identity of the person.

2.2 Not to cause nor permit Occupation of any of the Dwellings until such time until as the Council has approved in writing the Travel Plan (such approval to not be unreasonably withheld or delayed) submitted in accordance with clause 2.1

2.2.1 In each of the first five (5) years after the first Occupation of the Dwellings, to:

- i pay the Travel Plan Monitoring Fee to the Council; and
- ii submit an annual monitoring report to be approved by the Council in respect of the Travel Plan which shall demonstrate how the approved Travel Plan in accordance with the Travel Plan Objectives has been operated during the preceding twelve (12) month period and shall include (where appropriate) any additional or remedial measures required to be undertaken to ensure compliance with the requirements of the approved Travel Plan (and such additional or remedial measures shall be deemed to be incorporated in and form part of the approved Travel Plan).

2.2.2 Not to amend the approved Travel Plan without the further written approval of the Council.

2.2.3 To implement the approved Travel Plan at all times from Occupation of the Dwellings unless otherwise agreed in writing by the Council

2.6 Prior to Occupation:

(i) to submit to the Head of Development Management details of the name of and correspondence with an Accredited Car Club Provider indicating the intention of the Owner to establish that any Occupier of the Dwellings (as limited in (ii) below) shall have membership of a Car Club including a proposed establishment date for his/her approval and not to occupy the Development unless and until the Accredited Car Club Provider for the Development has been approved by the HDM (such approval not to be unreasonably withheld or delayed) and

(ii) within one month of Occupation to procure at its own expense that the first or any subsequent occupant of a Dwelling (limited to membership of one individual per Dwelling who is lawfully permitted to drive a Motor Vehicle on a public road) has membership of the approved Car Club for two years from first occupation of the relevant Dwelling or the establishment of the Car Club (whichever is the later) and to provide a copy of the final signed and dated contract with the Accredited Car Club Provider to the Head of Development Management

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

(iv) to assign one of the parking spaces to be formed on the Application Site in the implementation of the Development for the use of only of cars that are used for the purposes of a Car Club and not to occupy the Development until details of this Car Club space (including location) has been agreed in writing by the Head of Development Management.

(v) To advertise: (i) the existence of the Car Club; and (ii) the availability of the period of free membership to all Occupiers of the Dwellings, to include posting notices within common parts of buildings within the residential part of the Development, posting information on the website relating to the residential part of the Development and providing a leaflet with details of the Car Club for residents of each Dwelling.

2.3

executed (but not delivered until the date hereof) )

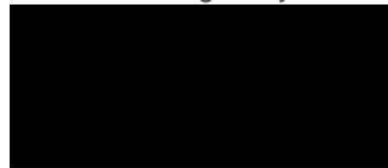
as a deed by affixing the common seal of )

**Paragon Asra Housing Association)**

in the presence of )



Authorized Signatory

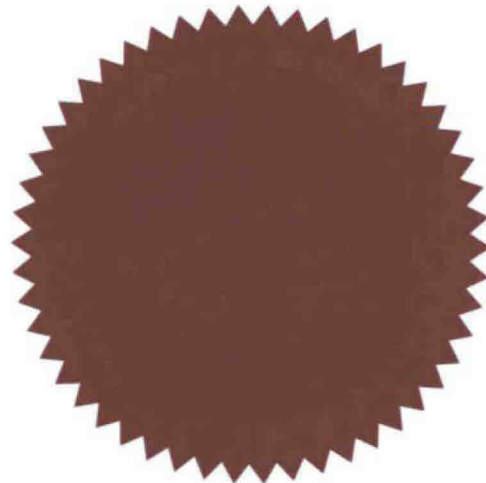


Executed as a deed by **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF RICHMOND-UPON-THAMES** in the presence of:

Authorized signatory



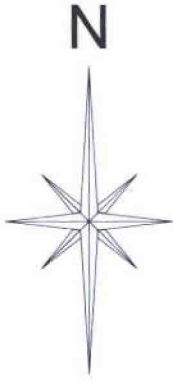
Seal Reg. No. 28383/04





4.

## Appendix 1 - The Plan



LOCATION PLAN 1:1250  
0 20 40 60 80 100 M



BLOCK PLAN 1:500 scale 0 10 20 30 40 50 M  
Ordnance Survey, (c) Crown Copyright 2016. All rights reserved. Licence number 100022432

**NOTES**  
 Site boundary as shown is for development purposes only. Actual legal boundary may differ and is subject to confirmation and verification.  
 Off site areas are indicative only and shown for general identification. Information taken from Promap under license No.100022432 and is positioned relative to the site as 'best fit' due to discrepancies between survey and Promap information.

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**Strathmore Centre Redevelopment**  
**Strathmore Road**  
 TEDDINGTON TW11 8UH  
 PROPOSED  
 BLOCK & LOCATION PLAN

Do not scale this drawing  
 SCALE 1:500 & 1:1250 @ A2 DATE May 2019  
 DRAWN BY ES CHECKED BY  
 CAD FILE REF  
 DRAWING NO. **1003 / OD101**

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## Appendix 2 - Agreed Mix

Size	Tenure	Location	Number of Units
1 bed 2 person	Shared Ownership	Block A	2
2 bed 4 person	Shared Ownership	Block A	4
1 bed 2 person	London Affordable Rent	Block B	4
2 bed 3 person	London Affordable Rent	Block B	2
2 bed 3 person Wheelchair Accessible	London Affordable Rent	Block B	2
2 bed 4 person Wheelchair Accessible	London Affordable Rent	Block B	1
2 bed 4 person	London Affordable Rent	Block B	8
3 bed 5 person	London Affordable Rent	Block B	7
<b>Total number of units</b>			<b>30</b>

### Appendix 3- Form of Nominations Agreement

DATED \_\_\_\_\_ 2022

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

**-to-**

**[Registered Provider]**

---

**N O M I N A T I O N   A G R E E M E N T**

**in respect of rented units at  
The Strathmore Centre Strathmore Road Teddington TW11 8UH  
in the London Borough of Richmond upon Thames**

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THIS AGREEMENT (made as a Deed) is made the \_\_\_\_\_ day  
of \_\_\_\_\_ 2022 BETWEEN THE MAYOR AND BURGESSES  
OF THE LONDON BOROUGH OF RICHMOND-UPON-THAMES of the  
Civic Centre of 44 York Street Twickenham TW1 3BZ (“the Council”) and  
[Registered Provider] registered with the Regulator of Social Housing with  
registered number [ ] (“Registered Provider”)

WHEREAS

(1) The Council is a local authority for the purposes of the Local Government Act 1972 and a local housing authority for the purposes of the Housing Act 1985 Part I

(2) The Registered Provider is a registered social landlord as defined in the Housing and Regeneration Act 2008 within the meaning of Section 1 of the Housing Act 1996 and is registered under the Industrial and Provident Societies Act 1965

(3) The Units (as hereinafter defined) are to be built substantially in accordance with the planning permission (reference Council number 20/0539/FUL) (as varied or amended) for occupation by persons within the Registered Provider’s charitable objects and the Registered Provider has agreed to the Council being given the right to nominate persons to take up occupation of the Units as hereinafter provided

NOW IT IS HEREBY AGREED as follows: -

**1. DEFINITIONS**

- 1.1 “Availability Notice” means the notices referred to at Clauses 3(a) and (b) hereof
- 1.2 “Nomination Notice” means a notice in writing to be given by the Council to the Registered Provider of proposed

- Nominees which shall include the names of such Nominees and all necessary and relevant information pertaining to such Nominees means persons nominated by the Council for the purposes of this Agreement
- 1.3 “Nominees”
- 1.4 “Relevant Nominee” means Nominees to whom the Registered Provider shall offer a Unit on the Site in accordance with Clause 5 hereof which shall be nominees assessed by Registered Provider as appropriate for it to house under its objects, lettings and allocations policies
- “Registered Provider” means a registered social landlord registered pursuant to the Housing Act 1996 or a non-profit registered provider of social housing pursuant to the Housing and Regeneration Act
- 1.5 “Site” means the land and buildings to be erected on the land known as the Strathmore Centre Strathmore Road Teddington TW11 8UH pursuant to the planning permission to which reference is made in recital (3) above
- 1.6 “Nomination Period” sixty years from the date of practical completion of the Units



1.7 "True Voids"

a vacancy created in any of the circumstances set out in the First Schedule hereto under the heading "definition of a True Void" but excluding a vacancy arising in any circumstances defined under the heading "definition of a Non-True Void"

1.8 "Non-True Voids"

as defined in the First Schedule hereto

1.9 "Units"

means the affordable housing residential units to be managed and provided by Registered Provider on the Site (as set out in the Second Schedule hereto)

2. The Registered Provider hereby covenants with the Council that the Council shall have rights to nominate up to 100% of the initial lettings of the Units and shall thereafter have the right to nominate up to 100% of True Voids arising in a calendar year for the Nomination Period unless the Council at its absolute discretion agree to waive or relinquish such rights of nomination. The Definition of a 'True Void' is that contained in the First Schedule hereto

3. The Registered Provider shall give to the Council: -

- (a) In the case of an initial letting of any Unit not less than 6 weeks' notice of the actual completion of such Unit and its availability for letting
- (b) in the case of any Unit being a True Void becoming subsequently available for letting 10 days written notice of such availability

4. Within 10 days of the receipt by the Council of any Available Notice in respect of a Unit the Council shall in respect of such Unit serve on the Registered Provider a Nomination Notice
5. The Registered Provider shall as soon as practicable following receipt of a Nomination Notice offer a tenancy of the said Unit to the Relevant Nominee at a rent no more than the Maximum Affordable Rent as defined in the Second Schedule hereto
6. If (a) no Nomination Notice is served by the Council within the 10 days referred to in Clause 4 or (b) the Registered Provider acting reasonably does not consider the Nominee appropriate to house or (c) the Relevant Nominee refuses or fails to accept the offer of a tenancy within 7 days of such offer in each case the Council shall be entitled to serve two further and subsequent Nomination Notices **SAVE THAT** where no subsequent Nomination Notices are served within 20 days of the date referred to in clause 4 or the further Relevant Nominees both refuse or fail to accept the offer of a tenancy within 3 days of such offer then the Registered Provider shall be at liberty to let the Unit to persons of its own choosing
7. The procedure for such nominations may at any time during the continuance of this Agreement be varied by agreement between the parties hereto
8. For the avoidance of doubt, the provisions of this Agreement shall cease to apply to any Unit of which Registered Provider transfers the freehold or assigns a leasehold interest or grants a long lease to a tenant exercising any statutory right to buy or right to acquire such an

interest in that Unit and shall cease to apply to any Unit upon the granting of a shared ownership lease by the Registered Provider

9. For the avoidance of doubt, IT IS HEREBY AGREED AND DECLARED that the provisions of this Agreement are entered into in accordance with all relevant statutory provisions including s.33 of the Local Government (Miscellaneous Provisions) Act 1982 and are binding on successors in title but shall: -

9.1 not bind any mortgagee of the Registered Provider or its successors in title or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Registered Provider or its successors in title

9.2 cease to apply to any part or the whole of the Unit should such part or the whole be transferred or leased by any mortgagee of the Registered Provider or its successors in title or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925 or otherwise by a party who has provided loan facilities to the Registered Provider or its successors in title

9.3 not bind any individual owner (excluding, for the avoidance of doubt, any owner who is also a registered social landlord in accordance with the statutory provisions to which reference is made in recital (2) above) or occupier of any Unit, their successors in title and mortgagees and mortgagees' successors in title

10. Any notice or demand required or authorized shall be deemed to be served on the Council if sent to the Chief Executive of the London Borough of Richmond upon Thames at its Civic Offices at the address

given at the head of this Agreement and shall be deemed to be duly served on the Registered Provider and if sent to the Registered Provider and addressed to the Secretary at its address for the time being as stated at the head of this Agreement or such other address as may be notified in writing to the Council from time to time PROVIDED ALWAYS that any notice to be served by either party may be served by such party's solicitors

- 11** The beneficial interest in this Agreement and the Units is held by or on behalf of the Registered Provider which is an exempt charity.

IN WITNESS whereof the Council and Registered Provider have hereunto caused their Common Seals to be affixed the day and year first above written