

Dated 5<sup>m</sup> July 2024

TRISTMIRE SUB LIMITED

and

HAMID REZA EHTEMAM

and

M&J HOLDINGS LTD

to

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

with the consent of

BARCLAYS BANK PLC

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**DEED OF UNILATERAL UNDERTAKING**

made under Section 106 of the Town and Country  
Planning Act 1990 and section 16 of the Greater  
London Council (General Powers) Act 1974  
relating to land rear of 19-23 Friars Stile Road  
Richmond

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South London Legal  
Partnership  
Merton Civic Centre  
London Road  
Morden  
SM4 5DX

THIS DEED is made the 5<sup>th</sup> day of July 2024

BY

- (1) **TRISTMIRE SUB LIMITED** (company registration number 1085222) whose registered office is situated at Unit 7 Horizon Business Village 1 Brooklands Road Weybridge Surrey KT13 0TJ ("the Owner")
- (2) **HAMID REZA EHTEMAM** of 8 Kilmorey Road, Twickenham, TW1 1PX ("the First Tenant") and
- (3) **M&J HOLDINGS LTD** (company registration number 11521073) whose registered office is situated at 46d Friars Stile Road, Richmond, Surrey, TW10 6NQ ("the Second Tenant")

TO

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

WITH THE CONSENT OF

- (5) **BARCLAYS BANK PLC** (company registration number 01026167) of 1 Churchill Place, London, E14 5HP ("the Mortgagee")

#### INTERPRETATION

In this Deed (except where the context otherwise requires):

"1972 Act"	the Local Government Act 1972;
"1974 Act"	means the Greater London Council (General Powers) Act 1974;
"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"2011 Act"	means the Localism Act 2011;
"Affordable Housing Contribution"	means the sum of fifty-nine thousand and one pounds (£59,001.00) Index Linked towards the provision of off- site

	affordable housing provision within the administrative area of the Council
<b>“Blue Badge”</b>	means a disabled person’s badge issued pursuant to Section 21 of the Chronically Sick and Disabled Person’s Act 1970 (or such other legislation as may supersede it and provide for the issue of disabled persons parking badges/permits;
<b>“Commencement of Development”</b>	means the earliest date upon which a material operation comprised in the Development is begun as defined by section 56(4) of the 1990 Act but for the purpose of this Deed excluding the following (a) all demolition works and site clearance (b) archaeological works (c) site surveys including bore holes (d) site preparation (e) environmental preparatory works including site investigations (f) the erection of fencing to enclose the Development or any part of the Development (g) the laying out of temporary access roads for construction purposes (h) the erection of temporary site buildings for construction purposes (i) contamination tests (j) remediation or trial pits and (k) works of decontamination remediation (l) the diversion and laying or removal of services (m) the temporary display of site notices and advertisements (and <b>“Commence the Development”</b> and <b>“Commenced”</b> shall be construed accordingly);
<b>“CPZ”</b>	means the controlled parking zone A2 Richmond Hill or any controlled parking zone amending or replacing the same in which the parking and waiting of Motor Vehicles on the public highway is restricted and regulated by a traffic management order made pursuant to the Road Traffic Regulations Act 1984 (or some other Act of authority);
<b>“Development”</b>	means the development of the Land pursuant to the Planning Permission;
<b>“HDM”</b>	the Council's Head of Development Management or any other officer or person properly exercising the authority of the HDM for the time being;

<b>“Index Linked”</b>	means increased (if applicable) in proportion to movement in the Retail Prices Index (All Items) between the date of this Deed and the date the Affordable Housing Contribution is required to be paid;
<b>“Local Plan”</b>	means the Council’s Local Plan made pursuant to Part 2 of the Planning and Compulsory Purchase Act 2004;
<b>“Monitoring Fee”</b>	means the sum of £1,712.50 towards the Councils costs in monitoring this Deed
<b>“Mortgage”</b>	means the legal charge dated 31 March 2023 and made between (1) the Owner and (2) the Mortgagee and which affects the Property;
<b>“Motor Vehicle”</b>	means any mechanically propelled vehicles intended or adapted for use on a road and / or highway;
<b>“Occupy”</b>	means the full and beneficial occupation of the Residential Unit but not including occupation by persons engaged in construction, fitting out or decoration or occupation as a showroom or sales office for advertising marketing or display purposes or occupation in relation to site security and management of the Property (and <b>“Occupier”</b> and <b>“Occupied”</b> and <b>“Occupation”</b> shall be construed accordingly);
<b>“Occupation Date”</b>	the date of first Occupation of the Residential Unit for residential purposes within the Use Classes Order which constitutes Material Operation under section 56(4) (e) of the 1990 Act;
<b>“Planning Application”</b>	means the planning application submitted by the Owner to the Council (and allocated reference 23/2478/FUL) for demolition of the existing garages, erection of a residential dwelling (Use Class C3), parking, landscaping, store, alterations and improvements to the existing rear stair core to 19-23 Friars Stile Road and associated works;
<b>“Planning Permission”</b>	means the planning permission that may be granted by the Council pursuant to the Planning Application;
<b>“Property”</b>	means land at rear of 19-23 Friars Stile Road Richmond registered at the Land Registry under title number SY86592 as shown edged red on the Plan attached hereto;

<b>“Residential Occupier”</b>	any tenant or individual occupier or leasehold owner of the Residential Unit
<b>“Residents Parking Permit”</b>	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 (or other Act of authority) allowing for a Motor Vehicle to park in a Residents Parking Bay;
<b>“Residents Parking Bay”</b>	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 in which the Development is situated;
<b>“Residents Season Ticket”</b>	means a parking ticket issued to residents by the Council that entitles the holder to access, exit and park a Motor Vehicle at a car park operated by the Council for an extended period of time and for the avoidance of doubt the term does not include: <ul style="list-style-type: none"> <li>(a) parking tickets issued for one off use of a car park operated by the Council; or</li> <li>(b) car park season tickets issued to businesses</li> </ul>
<b>“Residential Unit”</b>	means the residential unit 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);
<b>“Sale”</b>	means the sale of the freehold or the grant of a lease for a period of not less than 21 years at a nominal rent;
<b>“Sale Date”</b>	means the completion date of the first Sale of the Residential Unit;
<b>“Use Classes Order”</b>	means the Town and Country Planning (Use Classes) Order 1987 (as amended or superseded);

**WHEREAS:**

- (1) The Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section

106(a) of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable

- (2) The Owner is the proprietor of the freehold interest in the Property pursuant to a deed of transfer dated 21 April 2022 and the Mortgagee is the proprietor of the Mortgage
- (3) The First Tenant is the proprietor of a leasehold interest in a part of the Property pursuant to a lease dated 24 May 2010
- (4) The Second Tenant is the proprietor of a leasehold interest in a part of the Property pursuant to a lease dated 26 July 2019
- (5) Policy LP 36 of the Council's Local Plan provides that the Council may consider a financial contribution to its Affordable Housing Fund as an alternative to on-site provision
- (6) Policies LP44 and LP45 of the Local Plan provide 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
- (7) The Owner has submitted the Planning Application to the Council and has entered into this Deed in order to secure the planning obligations contained in it in accordance with the Local Plan so that it may be taken into account as a material consideration in the determination of the Planning Application by the Council.

**NOW THIS DEED WITNESSETH** as follows:

1. The Deed is made pursuant to section 106 of the 1990 Act section 16 of the Greater London Council (General Powers) Act 1974 and all other enabling powers and enactments which may be relevant for the purposes of giving validity to this Deed.
2. The Owner, the First Tenant and the Second Tenant hereby UNDERTAKES to the Council as set out in the Schedules 1 – 3
3. The Mortgagee hereby consents to the Owner completing this Deed with the intention that notwithstanding Section 104 of the Law of Property Act 1925 its interest in the Property shall be bound by the terms of this Deed as if it had been executed and registered as a local land charge prior to the execution of the Mortgage

4. GENERAL:

*Miscellaneous declarations*

- (a) Reference to the masculine feminine and neuter genders shall include the other genders and reference to the singular shall include the plural and vice versa
- (b) A reference to a clause is a reference to a clause contained in this Deed
- (c) The expressions "the Council" "the Owner" "the First Tenant" "the Second Tenant" and "the Mortgagee" shall include their respective successors in title and assigns

*Local land charge provisions*

- (d) This Deed is a local land charge and may be registered in the Council's Register of Local Land Charges immediately on completion thereof

*Reference to statutes and statutory instruments*

- (e) References in this Deed to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

*English law applicable*

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

*Effect of revocation of planning permission*

- (g) In the event of the Planning Permission being revoked by the Council or any other authority having powers in relation to planning matters quashed by the Courts or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner or their successors in title the obligations of the Owner under this Deed shall thereupon cease absolutely

*Liability of subsequent owners and release of former owners*

- (h) The provisions hereof shall be enforceable by the Council against the Owner the First Tenant the Second Tenant and all persons who shall have derived title through or under them in respect of the Property (but so that no person shall

be liable to the Council for any breach of the provisions committed after such a person has parted with all of its interest in such land)

*Effect of covenant*

- (i) Any covenant contained herein whereby the relevant party is not to do an act or thing shall be construed as if it were a covenant not to do or permit or suffer such act or thing to be done and any covenant whereby the relevant party is not to omit to do an act or thing shall be construed as if it were a covenant not to omit or permit or suffer such act or thing to be omitted to be done

*Contracts (Rights of Third Parties) Act 1999*

- (j) The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person who is not a party to this Deed is to have the benefit of or be capable of enforcing any term in this Deed and no party is to have any rights to enforce this Deed other than those falling within the definition of the Council and the Owner and the Mortgagee

*VAT clauses*

- (k) all consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly payable in respect thereof
- (l) if at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT had not previously been charged in respect of that supply the person making the supply shall have the right to issue a VAT invoice to the person to whom the supply was made and the VAT shall be paid accordingly

*Interest on late payment*

- (m) if any of the Affordable Housing Contribution is not paid to the Council within the timescales stipulated in this Deed, 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

*Indemnity for Mortgagee*

- (n) notwithstanding the terms contained herein the Mortgagee shall only be liable for any breach of the provisions of this Deed during such period (if any) as it is



mortgagee in possession of the Property and then only if it shall have caused such breach or breaches to have been occasioned and PROVIDED THAT for the avoidance of doubt it shall not in any event be liable for any breach of this Deed arising prior to its becoming mortgagee in possession of the Property regardless of whether or not such pre-existing breach shall continue for any period during which it is mortgagee in possession of the Property

*Variations*

- (i) The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a subsequent deed of variation
  
- (ii) This Deed shall continue to be valid and enforceable following an amendment or variation of a condition attached to the Planning Permission achieved through the grant of a planning permission pursuant to Section 73 of the 1990 Act as if this Deed had been completed pursuant to such an application

### **SCHEDULE 1 - NOTIFICATIONS**

The Owner the First Tenant and the Second Tenant covenant:

- 1.1 to give to the HDM notice in writing, no later than seven days prior to the anticipated Commencement of Development, of the date of the anticipated Commencement of Development.
- 1.2 to give to the HDM notice in writing of the Commencement of Development no later than seven days following the occurrence of the same.
- 1.3 to give to the HDM notice in writing, no later than seven days prior to the anticipated Occupation Date or Sale Date, of the date of anticipated Occupation Date or Sale Date (whichever is sooner).

## SCHEDULE 2 – CONTRIBUTION AND FEES

The Owner the First Tenant and the Second Tenant covenant to pay to the Council:

- 1.1 its reasonable and proper legal costs in the preparation and completion of this Deed in the sum of one thousand two hundred and fifty pounds (£1,250.00) and the Monitoring Fee on the date of this Deed.
- 1.2 the Affordable Housing Contribution prior to or on the Occupation Date or the Sale Date (whichever is the sooner) and not to Occupy or permit the Occupation of a Residential Unit until the Affordable Housing Contribution has been paid to the Council

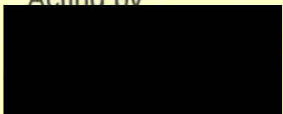
### **SCHEDULE 3 – PARKING PERMITS**

The Owner the First Tenant and the Second Tenant covenant with the Council as follows:

1. Not to Occupy or dispose of any interest in the Residential Unit or cause or permit any person to be a Residential Occupier unless and until a notice in writing has been served on such person to the effect that such person shall not:
  - 1.1 be entitled (unless such person is or becomes entitled to be a holder of a Blue Badge) to be granted a Residents Parking Permit to park in the CPZ or a Residents Season Ticket; or
  - 1.2 be entitled to enter into a contract (other than individual contracts for one occasion) with the Council to park in any car park controlled by the Council
2. Upon receipt of a written request from the HDM to provide to the Council such information as the Council may reasonably require to enable it to be satisfied as to compliance with the provisions of this Schedule.

**SIGNED AND DELIVERED AS A DEED by  
BARCLAYS BANK PLC**

Acting by



Authorised signatory



BARCLAYS BANK PLC  
CORPORATE BANKING  
REAL ESTATE TEAM  
1 CHURCHILL PLACE  
LONDON E14 5HP

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

**SIGNED AND DELIVERED AS A DEED by  
TRISTMIRE SUB LIMITED**  
acting by

Director

Director/Secretary  
*witness*

**SIGNED AND DELIVERED AS A DEED by  
M&J HOLDINGS LTD**  
acting by a *Director* in the  
*presence of:*

Director

Director/Secretary

Solicitors  
Kings' Stone House  
12 High Street  
Kingston upon Thames  
KT1 1HD

*SOLICITORS*

**SIGNED AND DELIVERED AS A DEED by  
HAMID REZA EHTEMAM**

In the presence of

Witness Name

Witness Address

*CarterBellsLLP*  
Solicitors  
Kings' Stone House  
12 High Street  
Kingston upon Thames  
KT1 1HD

Witness Occupation

*SOLICITORS*

**NOTES**

**GENERAL NOTES**

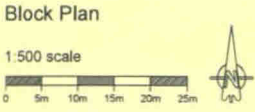
1. This plan is prepared for the purpose of showing the proposed development and is not to be used for any other purpose.

2. The proposed development is shown in red on this plan.

3. The proposed development is shown in red on this plan.

4. The proposed development is shown in red on this plan.

5. The proposed development is shown in red on this plan.



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**PLC**

Location Plan  
 19-23 Friars Stile Road  
 Richmond TW9 4SH

Tel: 020 87 78 833  
 Email: info@plc.co.uk  
 Web: www.plc.co.uk

LAND AT PART OF  
 19-23 Friars Stile Road  
 Richmond TW9 4SH

Location Plan  
 Block Plan

Drawn	Checked	Approved	Date
LW	OG	22	22
22-2345 104	PLC	As Issued	© A3

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