

THIS DEED OF AGREEMENT is made the 30th day of SEPT two thousand and twenty four

BY

(1) **LINDEN HILL - CAPITAL HOMES - KUPG PROP LIMITED** (Company Registration Number 10848172) whose registered office is situate at 55 Grosvenor Street, Mayfair, London, England, W1K 3HY ("the Owner")

TO

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

INTERPRETATION

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

"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Affordable Housing Contribution"	means the sum of fifty four thousand eight hundred and twenty nine pounds (£54,829) towards the provision of off- site affordable housing provision within the administrative area of the Council;
"Development"	means the development of the Property as described in the Planning Application;
"HDM"	means the Council's Head of Development Management or any other officer or person properly exercising the authority of the HDM for the time being;
"Local Plan"	means the adopted policies of the Richmond Upon Thames Local Development Framework Core Strategy 2009 and Development Management Plan 2011;

“Monitoring Fee”	means the sum of five hundred and eighty four pounds (£584) being the Council’s proper and reasonable costs for monitoring the planning obligations in this Deed;
“Planning Application”	means the planning application submitted by the Owner to the Council (and allocated reference 24/1789/FUL) for planning permission for the re-configuration and subdivision of Units 4 and 5 to create three units (net gain of 1 unit), with associated works
“Planning Permission”	means the planning permission that may be granted by the Council pursuant to the Planning Application;
“Property”	means land and property called 246 Powder Mill Lane Twickenham TW2 6EJ shown edged red on the plan attached hereto registered at the Land Registry under title number TGL91830 shown edged red on the Plan attached hereto;
“Use Classes Order”	means the Town and Country Planning (Use Classes) Order 1987 (as amended or superseded);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 registered at the Land Registry as the proprietor of the freehold interest in the Property
- (3) The Council supports the Development but is unable or unwilling to approve the Planning Application or to grant the Planning Permission in the absence of this Deed which makes provision for regulating the Development and securing the matters referred to in this Deed

- (4) Policy LP36 of the Local Plan provide that the Council may consider a financial contribution to its Affordable Housing Fund as an alternative to on-site provision
- (5) The Owner has submitted the Planning Application to the Council and has entered into this Deed in order to secure the planning obligations contained in 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. THIS Deed is made pursuant to Section 106 of the 1990 Act and the obligations contained in this Deed are planning obligations for the purposes of that section insofar as they fall within the terms of Section 106 of the 1990 Act and receipt of a copy of this Deed pursuant to subsection 106(10) of the 1990 Act is hereby acknowledged by the Council
2. THE Owner hereby UNDERTAKES to pay to the Affordable Housing Contribution and the Monitoring Fee on the date hereof



3. IT IS HEREBY AGREED and DECLARED:-

Miscellaneous agreements and declarations

- (a) Nothing contained in this Deed constitutes planning permission
- (b) Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed
- (c) If any provision in this Deed shall be held to be void invalid illegal or unenforceable or if voidable is avoided this shall not affect the operation validity legality and enforceability of any other provision of this Deed provided severance therefrom is possible
- (d) Reference to the masculine feminine and neuter genders shall include the other genders and reference to the singular shall include the plural and vice versa
- (e) A reference to a clause is a reference to a clause contained in this Deed
- (f) The expressions "the Council" and "the Owner" shall include their respective successors in title and assignees

Local land charge provisions

- (g) This Deed is a Local Land Charge and shall be registered by the Council in the Council's Register of Local Land Charges immediately on completion thereof
- (h) The Council will, upon written request by the effect a cancellation of any entry made in the Local Land Charges Register in regard

to this Deed forthwith after the obligations of the hereunder have been wholly performed or discharged

Reference to statutes and statutory instruments

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

Variations

- (k) This Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of the Planning Application pursuant to Section 73 of the 1990 Act as if this Deed had been completed pursuant to such an application

English law applicable

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

Effect of revocation of planning permission

- (m) In the event of the Planning Permission being revoked by the Council or any other authority having powers in relation to planning matters or otherwise withdrawn or modified by any statutory procedure without the consent of the Owner or their successors in title the obligations of the Owner under this Deed shall thereupon cease absolutely and in that event the Council will repay to the Owner such monies as have been paid to it pursuant to the obligations contained within this Deed to the extent that they remain unspent

Waivers not to be of a continuing nature

- (n) No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of

the terms and conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner

Liability of subsequent Owner and release of former Owner

- (o) The provisions hereof shall be enforceable by the Council against the Owner and all persons who shall have derived title through or under them in respect of the Property (but so that no person shall be liable to the Council for any breach of the provisions committed after such a person has parted with all of its freehold interest in such land)

Contracts (Rights of Third Parties) Act 1999

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

Release

- (q) This Deed shall be deemed to have been revoked and be of no effect (without any further act or deed on the part of either the Council or the Owner if the Commencement of Development has not taken place within 3 years of the date of this Deed or the Planning Permission having been granted shall be varied or revoked other than at the request of the Owner or the Planning Permission having been granted is quashed following a successful legal challenge and in any such case any sums paid by the Owner under this Deed shall be repaid to the Owner by the Council forthwith together with interest at the Base Rate of Barclays Bank plc from the date such sums were received by the Council until the date of repayment

VAT clauses

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

Community Infrastructure Levy Regulations 2010

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

IN WITNESS whereof with the intent that these presents should be executed as a deed the parties hereto have duly executed the same the day and year first before written

EXECUTED AS A DEED BY

LINDEN HILL - CAPITAL HOMES - KUPG PROP LIMITED

in the presence of

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Director

Witness Signature:



Witness Name:



Witness Address:



Witness Occupation:



Dated 30th September 2024

**LINDEN HILL - CAPITAL HOMES - KUPG
PROP LIMITED**

-to-

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

DEED OF AGREEMENT

**made under Section 106 of the
Town & Country Planning Act 1990
relating to Land adjacent to 246 Powder
Mill Lane Twickenham
TW2**

6EJ _____

John Scarborough
Managing Director, South London Legal
Partnership
Gifford House
67c St Helier Avenue
Morden
SM4 6HY

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