

THIS UNILATERAL UNDERTAKING is made as a Deed the **6th** day of **November** two thousand and eighteen

BY

(1) **SPRING DEVELOPMENTS LIMITED** (Company Registration Number 10379434) whose registered office is situate at 1 Paper Mews, 330 High Street, Dorking RH4 2TU ("the Owner")

IN FAVOUR OF

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

INTERPRETATION

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

"1974 Act"	the Greater London Council (General Powers) Act 1974
"1972 Act"	the Local Government Act 1972
"1990 Act"	the Town & Country Planning Act 1990
"2011 Act"	the Localism Act 2011
"CPZ"	the controlled parking zone C - Cole Park or any controlled parking zone amending or replacing the same
"Disabled Persons Badge"	a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Person's Act 1970

"the Development"	the development described in the Planning Permission
"the Entitled Residential Units"	the two (2) residential units as defined within the Use Classes Order to be constructed pursuant to the Development on the ground floor and the first floor of the Property together with any amenity space or any right to use the same (whether common or not with others therewith) and shown edged red on Plan 2
"the Exempt Residential Unit"	the residential unit designated for C3 use as defined within the Use Classes Order to be constructed pursuant to the Development on the second floor of the Property together with any amenity space or any right to use the same (whether common or not with others therewith) and shown edged green on Plan 2
"the HDM"	the Council's Head of Development Management for the time being or such other person as may be appointed from time to time to carry out that function
"Implementation"	<p>the carrying out of a material operation as defined by Section 56(4) of the Act in relation to the Development but shall not include the following:</p> <ul style="list-style-type: none">(i) ground investigatory site survey work(ii) construction of boundary fencing(iii) archaeological investigation(iv) works of decontamination or remediation

"Implementation Date"	the date on which Implementation occurs
"Local Plan"	the London Borough of Richmond upon Thames Adopted Local Plan (2018)
"the Monitoring Fee"	the sum of one hundred and twenty-five pounds (£125)
"Motor Vehicle"	any mechanically propelled vehicles intended or adapted for use on a road and / or highway
"the Planning Permission"	a planning permission granted by the Council on 25 th September 2018 bearing reference number 18/1566/FUL for the second floor rear roof extension, replacement windows on first floor rear and side elevations, 2 no. rooflights on front roof slope to facilitate the conversion of existing 3 bed dwelling house to form 2x 2 bed flats and 1x 1 bed flat and associated cycle and refuse stores
"the Property"	land known as 16 Whitton Road, Twickenham TW1 1BJ delineated in red on Plan 1 attached hereto
"Residential Occupier"	any tenant or individual occupier or leasehold owner of a Residential Unit and for the avoidance of doubt the term "Residential Occupiers": (i) shall be construed accordingly; and (ii) excludes any business or corporate body or bodies
"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing for a Motor Vehicle to park in a Residents Parking Bay

Scale 1/1250

PLAN 1

BOROUGH OF RICHMOND UPON THAMES




Old Reference MIDDLESEX XX 12 AH
Made and printed by the Director

TQ1673 NW
TQ1573 NE



DATE OF PL. 1/20
DATE OF PL. 1/20
SCALE 1/4" = 1'-0"

AT A3




NOTES

1. All dimensions are to face unless otherwise noted.

2. All work to be in accordance with the latest editions of the Building Code of Australia and the relevant standards.

3. All work to be in accordance with the latest editions of the Building Code of Australia and the relevant standards.

REV. DATE NOTES

PROJECT
18 Whitton Rd

CLIENT
SPRING DEVELOPMENT

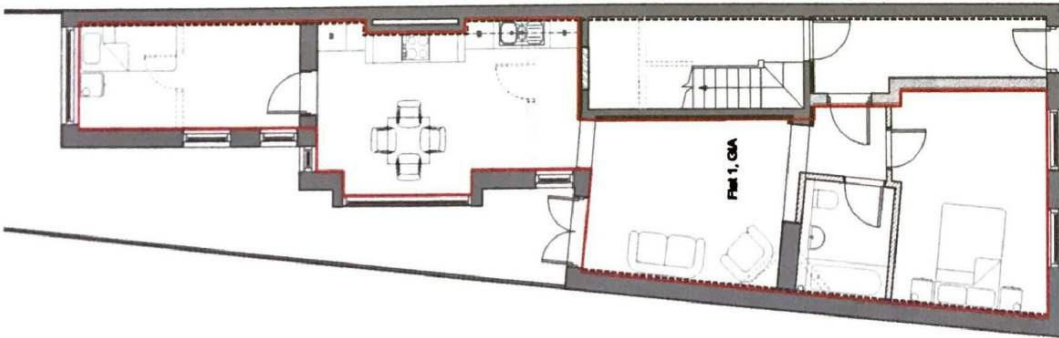
SAWKINGS architects

187/220 Sturt Street
Sydney NSW 2000
Tel: 02 9232 4000
Fax: 02 9232 4001
www.sawkings.com.au

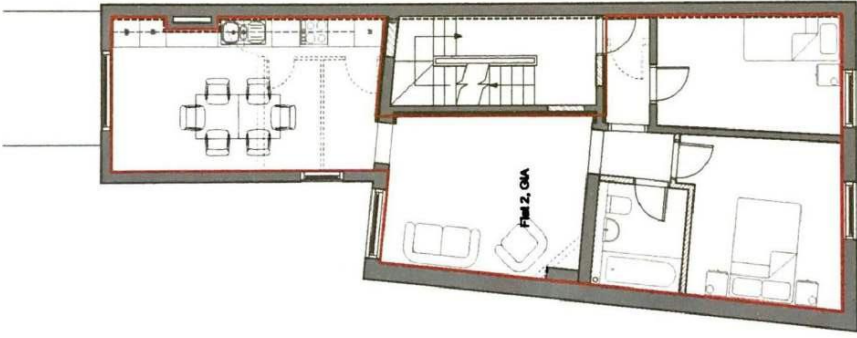
RIBA WA
Member No. 12345678

DESIGNER	SAWKINGS	DRAWN BY	AW	CHECKED BY	SSS
JOB NO.	AS850	DATE	2022	SCALE	1/4" = 1'-0"
PROJECT TITLE Proposed Plans (Parting)					

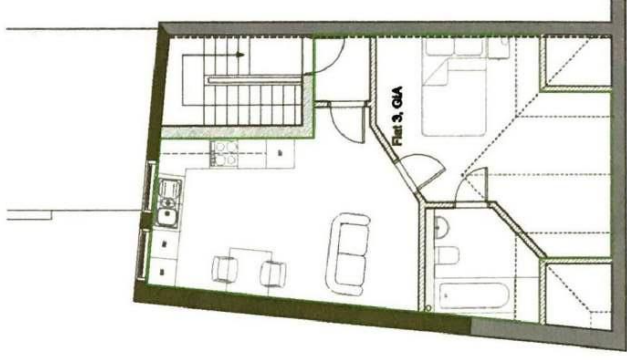
PLAN 2



Proposed Ground Floor Plan



Proposed First Floor Plan



Proposed Second Floor Plan

SAWKINGS ARCHITECTS IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS PLAN. THE CLIENT IS ADVISED THAT THIS PLAN IS A PRELIMINARY DESIGN AND SHOULD NOT BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE RELEVANT AUTHORITIES.

"Residents Parking Bay"	a marked highway parking space designated by the Council by order under the Road Traffic Regulation Act 1984 the Road Traffic Regulations (Parking) Act 1986 the Parking Act 1989 or the Road Traffic Act 1991 (or other relevant legislation) for use by residents of the locality on which the Development is situated
"Residential Units"	"the Entitled Residential Units and the Exempt Residential Unit together and the term "Residential Unit" shall be construed accordingly
"Use Classes Order"	the Town and Country Planning (Use Classes) Order 1987 (as amended)

WHEREAS:

- (1) The Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 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 with absolute title under title number MX177499 as the proprietor of the freehold interest in the Property
- (3) Condition U49681 attached to the Planning Permission provides that no development shall begin until details of a scheme to ensure that future occupiers of the Residential Unit to be created shall not be entitled to more than two Residents Parking Permits within the local CPZ has been submitted to and approved in writing by the local planning authority
- (4) 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

- (5) The Owner has entered into this Deed in order to satisfy the requirements of Condition U49681 attached to the Planning Permission

NOW THIS DEED WITNESSETH as follows:-

1. This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of 1972 Act, Section 16 of the 1974 Act and section 1 of the 2011 Act and any other enabling statutory provisions
2. THE Owner hereby UNDERTAKES to the Council as set out in the Schedule

3. GENERAL:-

Miscellaneous 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 Owner if applicable effect a cancellation of any entry made in the Local Land Charges Register in regard to this Deed forthwith after the obligations of the Owner 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

- (j) The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation

- (k) in the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the 1990 Act in respect of the conditions in the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Planning Application the Planning Permission and the Development shall (unless the Council requires otherwise) be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly and this Deed shall be endorsed with the following words in respect of any future Section 73 application relating to the Planning Permission:

“The obligations in this Deed relate to and bind the Property 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)”

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 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 Implementation Date 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

SCHEDULE

The Owner undertakes to the Council as follows with the intent that these undertakings are planning obligations for the purpose of section 106 of the 1990 Act and Section 16 of the 1974 Act:

1. Fees

- 1.1 on the date hereof to pay the Council's legal costs in the preparation and completion of this Deed in the sum of six hundred and eighty pounds (£680) together with a monitoring fee of one hundred and twenty-five pounds (£125)

2. Restriction on Residents Parking Permits

- 2.1 Not to Occupy or dispose of any interest in the Exempt Residential Unit or cause or permit any person to be a Residential Occupier of the Exempt Residential Unit or dispose of any interest in the Exempt Residential Unit unless and until a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital (4) hereof or any other policy replacing the same such person shall not:
 - 2.1.1 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 in respect of the Exempt Residential Unit; or
 - 2.1.2 be entitled to enter into a contract (other than individual contracts for one occasion) with the Council to park a Motor Vehicle in any car park controlled by the Council nor will they be entitled to apply for a season ticket to park a Motor Vehicle in any car park controlled by the Council
- 2.2 That all material used for advertising or marketing the Exempt Residential Unit for letting or sale shall notify prospective owners and occupiers that they will not be

entitled to apply for a Residents Parking Permit or buy a contract to park within a car park owned or controlled by the Council (other than in the circumstances set out in paragraphs 2.1.1 and 2.1.2 above).

- 2.3 That in respect of every lease tenancy agreement licence or other disposition proposed to be granted or otherwise created by the Owner in respect of the Exempt Residential Unit and which would entitle any person to be a Residential Occupier of the Exempt Residential Unit the Owner shall impose the following covenant (or a covenant of substantially the same nature) on the lessee tenant licensee or other disponent in every lease tenancy agreement licence or other disposition namely:

“the lessee for himself and his successors in title being the owner for the time being of the terms of years hereby granted hereby undertakings with the lessor and separately with the Mayor and Burgesses of the London Borough of Richmond Upon Thames (“the Council”) not to apply for or knowingly permit an application to be made by any person residing in the premises to the Council for a Residents Parking Permit in respect of such premises and if a Residents Parking Permit is issued then it shall be surrendered within 7 days of written request to do so from the Council and this covenant shall be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999 Provided Always That these provisions shall not apply to a person who is the holder of a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (or such other legislation as may supersede it and provide for the issue of disabled persons parking badges/permits).”

- 2.4 Upon receipt of a written request from the Council 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 paragraph 2 of this Schedule.
- 2.5 For the avoidance of doubt it is hereby declared that the provisions of paragraph 2 of this Schedule shall not apply to the Entitled Residential Units to the intent that a Residential Occupier of each Entitled Residential Unit shall be permitted to apply for no more than one Residents Parking Permit

EXECUTED AS A DEED by)
SPRING DEVELOPMENTS LIMITED)
acting by:)

Official

Authorised Signatory

Name MATTHEW POWER

Signature 

Dated 6th November, 2018

**SPRING DEVELOPMENTS 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 and Section 16
of the Greater London Council (General Powers)
Act 1974
relating to 16 Whitton Road, Twickenham
TW1 1BJ

Paul Evans
Head of South London Legal Partnership
Gifford House
67c St Helier Avenue
Morden
SM4 6HY

THIS UNILATERAL UNDERTAKING is made as a Deed the **6th** day of **November** two thousand and eighteen

B Y

(1) **SPRING DEVELOPMENTS LIMITED** (Company Registration Number 10379434) whose registered office is situate at 1 Paper Mews, 330 High Street, Dorking RH4 2TU ("the Owner")

IN FAVOUR OF

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

INTERPRETATION

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

"1974 Act"	the Greater London Council (General Powers) Act 1974
"1972 Act"	the Local Government Act 1972
"1990 Act"	the Town & Country Planning Act 1990
"2011 Act"	the Localism Act 2011
"CPZ"	the controlled parking zone C - Cole Park or any controlled parking zone amending or replacing the same
"Disabled Persons Badge"	a disabled person's badge issued pursuant to Section 21 of the Chronically Sick and Disabled Person's Act 1970

"the Development"	the development described in the Planning Permission
"the Entitled Residential Units"	the two (2) residential units as defined within the Use Classes Order to be constructed pursuant to the Development on the ground floor and the first floor of the Property together with any amenity space or any right to use the same (whether common or not with others therewith) and shown edged red on Plan 2
"the Exempt Residential Unit"	the residential unit designated for C3 use as defined within the Use Classes Order to be constructed pursuant to the Development on the second floor of the Property together with any amenity space or any right to use the same (whether common or not with others therewith) and shown edged green on Plan 2
"the HDM"	the Council's Head of Development Management for the time being or such other person as may be appointed from time to time to carry out that function
"Implementation"	the carrying out of a material operation as defined by Section 56(4) of the Act in relation to the Development but shall not include the following: (i) ground investigatory site survey work (ii) construction of boundary fencing (iii) archaeological investigation (iv) works of decontamination or remediation

"Implementation Date"	the date on which Implementation occurs
"Local Plan"	the London Borough of Richmond upon Thames Adopted Local Plan (2018)
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"the Property"	land known as 16 Whitton Road, Twickenham TW1 1BJ delineated in red on Plan 1 attached hereto
"Residential Occupier"	any tenant or individual occupier or leasehold owner of a Residential Unit and for the avoidance of doubt the term "Residential Occupiers": (i) shall be construed accordingly; and (ii) excludes any business or corporate body or bodies
"Residents Parking Permit"	a parking permit issued by the Council under section 45(2) of the Road Traffic Regulation Act 1984 allowing for a Motor Vehicle to park in a Residents Parking Bay

Scale 1/1250

PLAN 1

BOROUGH OF RICHMOND UPON THAMES




Old Reference MIDDLESEX XX 12 AH
Made and printed by the Director

TQ1673 NW
TQ1573 NE



DATE OF PL. 1/20
DATE OF PL. 1/20
SCALE 1/4" = 1'-0"

AT A3




NOTES

1. All dimensions are to face unless otherwise noted.

2. All work to be in accordance with the latest editions of the National Building Code of Canada and the applicable provincial codes.

3. All materials to be of standard quality and approved by the local building authority.

REV. DATE NOTES

PROJECT
18 Whitton Rd

CLIENT
SPRING DEVELOPMENT

SAWKINGS architects

1000 West Beaver Creek
Richmond Hill, Ontario
L4B 1N2, Canada
Tel: 905.709.7777
www.sawkings.com

RIBA, AIA
Professional Members

DESIGNED BY	AW	CHECKED BY	SSS
DATE	2022	DATE	
DRAWING TITLE			
Proposed Plans (Parting)			

PLAN 2



Proposed Second Floor Plan

Proposed First Floor Plan

Proposed Ground Floor Plan

SAWKINGS ARCHITECTS IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THIS DRAWING. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING AUTHORITY. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING AUTHORITY. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL BUILDING AUTHORITY.

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"Residential Units"	"the Entitled Residential Units and the Exempt Residential Unit together and the term "Residential Unit" shall be construed accordingly
"Use Classes Order"	the Town and Country Planning (Use Classes) Order 1987 (as amended)

WHEREAS:

- (1) The Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 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 with absolute title under title number MX177499 as the proprietor of the freehold interest in the Property
- (3) Condition U49681 attached to the Planning Permission provides that no development shall begin until details of a scheme to ensure that future occupiers of the Residential Unit to be created shall not be entitled to more than two Residents Parking Permits within the local CPZ has been submitted to and approved in writing by the local planning authority
- (4) 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

- (5) The Owner has entered into this Deed in order to satisfy the requirements of Condition U49681 attached to the Planning Permission

NOW THIS DEED WITNESSETH as follows:-

1. This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of 1972 Act, Section 16 of the 1974 Act and section 1 of the 2011 Act and any other enabling statutory provisions
2. THE Owner hereby UNDERTAKES to the Council as set out in the Schedule

3. GENERAL:-

Miscellaneous 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 Owner if applicable effect a cancellation of any entry made in the Local Land Charges Register in regard to this Deed forthwith after the obligations of the Owner 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

- (j) The covenants undertakings and restrictions contained in this Deed shall only be capable of being varied by a memorandum to be endorsed upon or annexed to this Deed by or on behalf of the relevant parties hereto or by a subsequent deed of variation

- (k) in the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under section 73 of the 1990 Act in respect of the conditions in the Planning Permission (and for no other purpose whatsoever) references in this Deed to the Planning Application the Planning Permission and the Development shall (unless the Council requires otherwise) be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly and this Deed shall be endorsed with the following words in respect of any future Section 73 application relating to the Planning Permission:

"The obligations in this Deed relate to and bind the Property 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)"

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 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 Implementation Date 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

SCHEDULE

The Owner undertakes to the Council as follows with the intent that these undertakings are planning obligations for the purpose of section 106 of the 1990 Act and Section 16 of the 1974 Act:

1. Fees

- 1.1 on the date hereof to pay the Council's legal costs in the preparation and completion of this Deed in the sum of six hundred and eighty pounds (£680) together with a monitoring fee of one hundred and twenty-five pounds (£125)

2. Restriction on Residents Parking Permits

- 2.1 Not to Occupy or dispose of any interest in the Exempt Residential Unit or cause or permit any person to be a Residential Occupier of the Exempt Residential Unit or dispose of any interest in the Exempt Residential Unit unless and until a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital (4) hereof or any other policy replacing the same such person shall not:
 - 2.1.1 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 in respect of the Exempt Residential Unit; or
 - 2.1.2 be entitled to enter into a contract (other than individual contracts for one occasion) with the Council to park a Motor Vehicle in any car park controlled by the Council nor will they be entitled to apply for a season ticket to park a Motor Vehicle in any car park controlled by the Council
- 2.2 That all material used for advertising or marketing the Exempt Residential Unit for letting or sale shall notify prospective owners and occupiers that they will not be

entitled to apply for a Residents Parking Permit or buy a contract to park within a car park owned or controlled by the Council (other than in the circumstances set out in paragraphs 2.1.1 and 2.1.2 above).

- 2.3 That in respect of every lease tenancy agreement licence or other disposition proposed to be granted or otherwise created by the Owner in respect of the Exempt Residential Unit and which would entitle any person to be a Residential Occupier of the Exempt Residential Unit the Owner shall impose the following covenant (or a covenant of substantially the same nature) on the lessee tenant licensee or other disponent in every lease tenancy agreement licence or other disposition namely:

"the lessee for himself and his successors in title being the owner for the time being of the terms of years hereby granted hereby undertakings with the lessor and separately with the Mayor and Burgesses of the London Borough of Richmond Upon Thames ("the Council") not to apply for or knowingly permit an application to be made by any person residing in the premises to the Council for a Residents Parking Permit in respect of such premises and if a Residents Parking Permit is issued then it shall be surrendered within 7 days of written request to do so from the Council and this covenant shall be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999 Provided Always That these provisions shall not apply to a person who is the holder of a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (or such other legislation as may supersede it and provide for the issue of disabled persons parking badges/permits)."

- 2.4 Upon receipt of a written request from the Council 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 paragraph 2 of this Schedule.
- 2.5 For the avoidance of doubt it is hereby declared that the provisions of paragraph 2 of this Schedule shall not apply to the Entitled Residential Units to the intent that a Residential Occupier of each Entitled Residential Unit shall be permitted to apply for no more than one Residents Parking Permit

EXECUTED AS A DEED by)
SPRING DEVELOPMENTS LIMITED)
acting by:)

Official

Authorised Signatory

Name MATTHEW POWER

Signature 

Dated 6th November, 2018

**SPRING DEVELOPMENTS 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 and Section 16
of the Greater London Council (General Powers)
Act 1974
relating to 16 Whitton Road, Twickenham
TW1 1BJ

Paul Evans
Head of South London Legal Partnership
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