

**Dated** 23 December 2024

**LROC (SM) LIMITED**

**-to-**

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

**-with the consent of**

**LENDHUB LIMITED and MATHOURA CAPITAL TRUST**

**DEED OF UNILATERAL UNDERTAKING**  
**made under Section 106 of the**  
**Town & Country Planning Act 1990 and Section 16 of the**  
**relating to Greater London Council (General Powers) Act 1974**  
**116A Amyand Park Road, Twickenham, TW1 3HP**

**THIS UNILATERAL UNDERTAKING** is made as a Deed the 23rd day of December 2024

**BY**

(1) **LROC (SM) LIMITED** (Company Registration Number 12209891) whose registered office is situate at 17 The Quadrant, Richmond, TW9 1BP ("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")

**WITH THE CONSENT OF**

(3) **LENDHUB LIMITED** (Company Registration Number **10389118**) whose registered office is situate at Chase House, 305 Chase Road, London, United Kingdom, N14 6JS ("the First Chargee")

(4) **MATHOURA CAPITAL TRUST** whose registered office is situate at 65 Woodbridge Road, Guildford, Surrey, GU1 4RD ("the Second Chargee")

**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
“Chargees”	the First Chargee and the Second Chargee together
“CPZ”	the controlled parking zone <b>S – St Margarets South</b> or any controlled parking zone amending or replacing the same
“the Development”	the development described in the Planning Permission
“Disabled Persons Badge”	a disabled person’s badge issued pursuant to Section 21 of the Chronically Sick and Disabled Person’s Act 1970
“Condition DV43C”	a condition attached to the Planning Permission that stipulates: “Before the development hereby permitted begins a scheme shall be agreed in writing with the local planning authority and be put in place to ensure that, with the exception of disabled persons, no resident/commercial occupier of the development shall obtain a resident/commercial parking permit within any controlled parking zone which may be in force in the area at any time, nor a season ticket/enter into a contract to park in any car park controlled by the Council”
“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) site clearance
- (iii) construction of boundary fencing or temporary means of enclosure
- (iv) archaeological investigation
- (v) works of decontamination or remediation
- (vi) diversion and laying of services
- (vii) temporary display of site notices or advertisements

"Implementation Date"

the date on which Implementation occurs

"Local Plan"

the London Borough of Richmond upon Thames Adopted Local Plan (2018)

"Monitoring Fee"

the sum of five hundred and forty eight pounds (£548) as calculated in accordance with the formula in Appendix 3 to the Council's Planning Obligations Supplementary Planning Document or any

Supplementary Planning Document replacing the same

“Motor Vehicle”

any mechanically propelled vehicles intended or adapted for use on a road and / or highway

“Occupier”

any tenant individual occupier commercial occupier or leasehold owner of a Residential Unit at the Property and for the avoidance of doubt the term “Occupiers”:

(i) shall be construed accordingly; and excludes any business or corporate body or bodies

“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 or business operators of the locality on which the Development is situated

“Parking Permit”

a residents or commercial 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

"the Planning Permission"

planning permission granted by the Council on 20 April 2023 reference number 22/1711/FUL for the:  
demolition of existing building; and

erection of 2 semi-detached houses with associated landscaping, parking, and refuse/cycle storage

"the Property"

land and buildings situate at 116A Amyand Park Road, TW1 3HP, Twickenham delineated in red on the plan attached hereto

"Residential Units"

the two (2) residential units 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) and the term "Residential Unit" shall be construed accordingly

"Undertakes"

undertakes pursuant to section 16 of the Greater London Council (General Powers) Act 1974 and "Undertakings" shall be construed accordingly

"Use Classes Order"

the Town and Country Planning (Use Classes) Order 1987 (as amended)

**WHEREAS:**

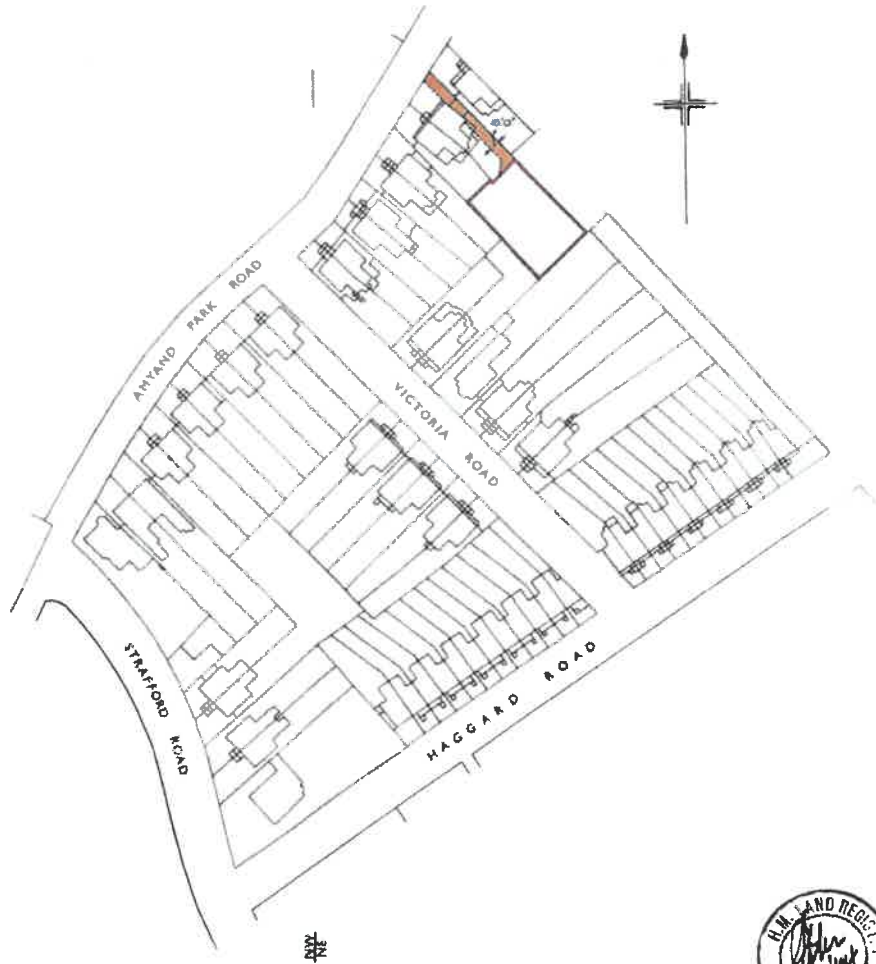
- (1) The Council is the local planning authority for its administrative area within which the Property is situate for the purposes of the 1990 Act and for the purpose of Section 106(a) of the 1990 Act is the local planning authority by whom the planning obligations contained within this Deed are enforceable

# H. M. LAND REGISTRY GENERAL MAP

MIDDLESEX SHEET TQ1673 SECTION F  
(NATIONAL GRID)

Scale 1/1250

TWICKENHAM PARISH



Old Reference XX BG 12  
Made and printed by the Director  
General of the Ordnance Survey,  
Cheshington, Surrey, 1962 for HMLR  
© Crown Copyright 1962

Filed Plan of Title No. **MX471379**

- (2) The Owner has acquired a freehold interest in the Property that is in the process of being registered at the Land Registry under title **MX471379** and the Chargees will be the proprietor of charges that will similarly be referred to as entries in the Charges Register under Land Registry title number **MX471379**.
- (3) Policy LP45 of the Council's Local Plan provides that new development should be acceptable in terms of traffic generation and traffic impact minimising the impact of car based travel including its impact on the operation of the road network and local environment. Policy LP45 recognises there may be opportunities for car free developments subject to controls being secured to ensure new development does not contribute to on-street parking stress in the locality. Similar controls may also be required where existing levels of on-street parking are very high
- (4) The Owner has entered into this Deed in order to satisfy the requirement of Condition DV43C

**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:-
  - (a) not to dispose of to any person or occupy or allow any person to be an Occupier unless a notice has been served on such person that pursuant to the Council's policies to which reference is made in recital (3) hereof or any other policy replacing the same 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 Parking Permit to park a Motor Vehicle in any 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



- (b) on the date hereof to pay the Council's legal costs in reviewing and approving this Deed in the sum of seven hundred and fifty pounds (£750) and the Monitoring Fee
- (c) To provide written notification to the HDM seven days prior to the Implementation Date and a further written notice of the actual Implementation Date within seven days of the occurrence of the same
- (d) For the avoidance of doubt it is hereby agreed that if Implementation occurs and the notice required in paragraph 2(c) has not been given then the failure to give notice shall not affect the liability of the Owner to comply with the planning obligations in this Deed

3. The Chargees hereby consent 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 charges

4. 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" and "the Chargee" shall include their respective successors in title and assignees

*Local land charge provisions*

(g) This Deed is a Local Land Charge registrable by the Council in the Council's Register of Local Land Charges immediately on completion thereof

*Reference to statutes and statutory instruments*

(h) 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*

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

(j) 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

*English law applicable*

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

*Effect of revocation of planning permission*

(l) This Deed is given by the Owner on the condition that 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 or quashed as a result of legal action 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 any moneys that have been paid by the Owner pursuant to the obligations contained within this Deed shall be repaid to the Owner by the Council forthwith from the date such sums were received by the Council until the date of repayment

*Waivers not to be of a continuing nature*

(m) 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*

(n) 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 interest in the Property)

*Contracts (Rights of Third Parties) Act 1999*

(o) 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 and the Chargee

*Indemnity for the Chargees*


(p) Notwithstanding the terms contained herein the Chargees shall only be liable for any breach of any provision of this Deed during such period (if any) as they become chargees in possession of the Property and then only if they shall have caused such breach or breaches to have been occasioned and PROVIDED THAT for the avoidance of doubt they shall not in any event be liable for any breach of this

Deed arising prior to their becoming chargees in possession of the Property unless such breach continues during such period as they are a chargee in possession

**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 on behalf of )  
**LROC (SM) Limited** )

acting by:

Director: .....  


in the presence of:

Witness Signature:.....  



Witness Name:.....  
Asif Munir

Address: 75 Halfway Avenue, Luton, LU4 8RA

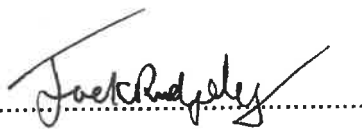
Occupation: Director

Executed as a deed on behalf of )  
**LENDHUB LIMITED** )  
)

acting by:

~~attorney~~   
Director: .....

in the presence of:

Witness Signature:  .....

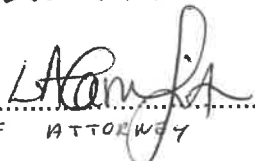
Witness Name: **JACK RUDGELEY** .....

Address: **32 HAWKER BUILDING, LONDON  
SW11 8AE**

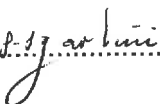
Occupation: **SOLICITOR**

Executed as a deed on behalf of )  
**MATHOURA CAPITAL TRUST** )  
)

acting by: **LUCY FARROW-SMITH**.

~~Director:~~  .....

in the presence of:

Witness Signature:  .....

Witness Name:.....*SARINA SARKIS*.....

Address:

TWM Solicitors LLP  
65 Woodbridge Road  
Guildford  
Surrey  
GU1 4RD

Occupation:

*PORTFOLIO MANAGER*