

THIS AGREEMENT is made the 29th day of November Two Thousand and Eighteen **BETWEEN JPI (HOLDINGS) LIMITED** (Company Registration Number (09243818) whose registered office is situate at Unit C Nepshaw Lane South Gildersome Morley Leeds LS27 7JQ ("the **Owner**") of the first part and **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of the Town Hall Huddersfield West Yorkshire (hereinafter called "the **Council**") of the second part

WHEREAS

1. The Council is the local planning authority pursuant to the Town and Country Planning Act 1990 for the Kirklees district within which the Site is situated and by whom the planning obligations within this Deed are enforceable
2. The Owner is the freehold owner of the Site registered under title number WYKYY48201
3. The Owner has agreed to develop the Site together have agreed to maintain the public open space provided as part of the Development
4. By the provisions of Section 106 of the Town and Country Planning Act 1990 ("the Act") any person interested in land in the area of a local planning authority may by deed or otherwise enter into a planning obligation in respect of the land
5. The Council would not have been willing to grant the Planning Permission but for this Deed because of the need to:-
 - (i) secure the provision of affordable housing as part of the Site in accordance with the policies of the Kirklees Unitary Development Plan and Supplementary Planning Document 2; and
 - (ii) regulate the provision and future maintenance of public open space to serve the Development in accordance with Policy H18 of the Kirklees Unitary Development Plan;
 - (iii) secure a financial sum for the improvement of off-site existing public open space

- (iv) secure a financial sum for the acquisition of MetroCards in order to promote sustainable travel

NOW IT IS HEREBY AGREED as follows:-

1. INTERPRETATION

1.1 In this Deed unless the context otherwise requires the following words and expressions shall have the meanings respectively assigned to them in this Clause:-

“Approved Scheme” means the landscaping scheme submitted and approved by the Council prior to the commencement of the Development

“the Affordable Housing” means the Dwelling on plot 14 to be provided by way of a Discounted Market Value Unit to a Qualifying Buyer whose needs are not met by the market as defined by Annex 2 of the NPPF

“The Development” means the development of the Site in pursuance of the Planning Permission

“Discounted Sale Price” means the sale price for the Discounted Market Value Unit which shall not exceed eighty per cent (80%) of the Open Market Value of that Discounted Market Value Unit and in any event shall not exceed £250,000.00 (two hundred and fifty thousand pounds);

“Disposal” means a transfer of a freehold interest or the grant of a leasehold interest of more than 25 years and the expression Disposal shall have the same meaning in relation to all or any part of the Site

“Dwellings or Dwelling” means those Dwelling(s) within the Development

“Implementation” means the implementation of the Planning Permission by the carrying out of any material operation as defined by Section 56(4) of the Act PROVIDED THAT the following shall not be regarded as material operations:

- (a) demolition of existing structures on the Site;
- (b) the erection of boundary structures, fencing and/or hoardings or other site security measures or safety measures;
- (c) diversion and laying of services;
- (d) site and ground investigations and/or surveys;
- (e) site clearance, preparation and levelling including ground earthworks;
- (f) archaeological investigations or works;
- (g) ecological, landscaping and/or noise attenuation mitigation measures;
- (h) remedial treatment of areas of contaminated land;
- (i) levelling and/or regrading of land in preparation for use or development;
- (j) any operations undertaken by the Council

and **Implement** and **Implemented** shall be construed accordingly

"Index" means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or if that Price Index ceases to exist such index as the Council reasonably nominates and any reference to "Index Linked" shall be construed accordingly

"Inspection and Certification Charge" means the sum of £250.00 (Two hundred and fifty pounds towards the administrative cost to the Council in inspecting the Open Space Area Works and certifying that they are in accordance with the Approved Scheme

"Market Dwellings" means those Dwellings within the Development excluding the Affordable Housing

"MetroCard" means a limited period travel ticket which provides unlimited travel on bus services within the West Yorkshire Area

"Open Market Value" means the open market value of a Discounted Market Value Unit being the price at which the sale of an interest in the property would have been completed unconditionally for cash consideration on the date of valuation assuming:

- (a) a willing seller;
- (b) that any restrictions imposed on the Discounted Market Value Unit by reason of this Deed are disregarded;
- (c) that there are no restrictions as to the persons who may occupy the Discounted Market Value Unit or to whom a transfer or lease may be granted or assigned; and
- (d) that both parties to the transaction had acted knowledgeably prudently and without compulsion.

“Occupation” means occupation for trading or residential purposes as the case may be provided that this shall not include occupation for fitting out purposes or occupation for any show house for the purpose of marketing, as the case may be and **“Occupiers”** and **“Occupied”** shall be construed accordingly.

“Open Space Area” means that area of land within the Development shown edged green on the Plan

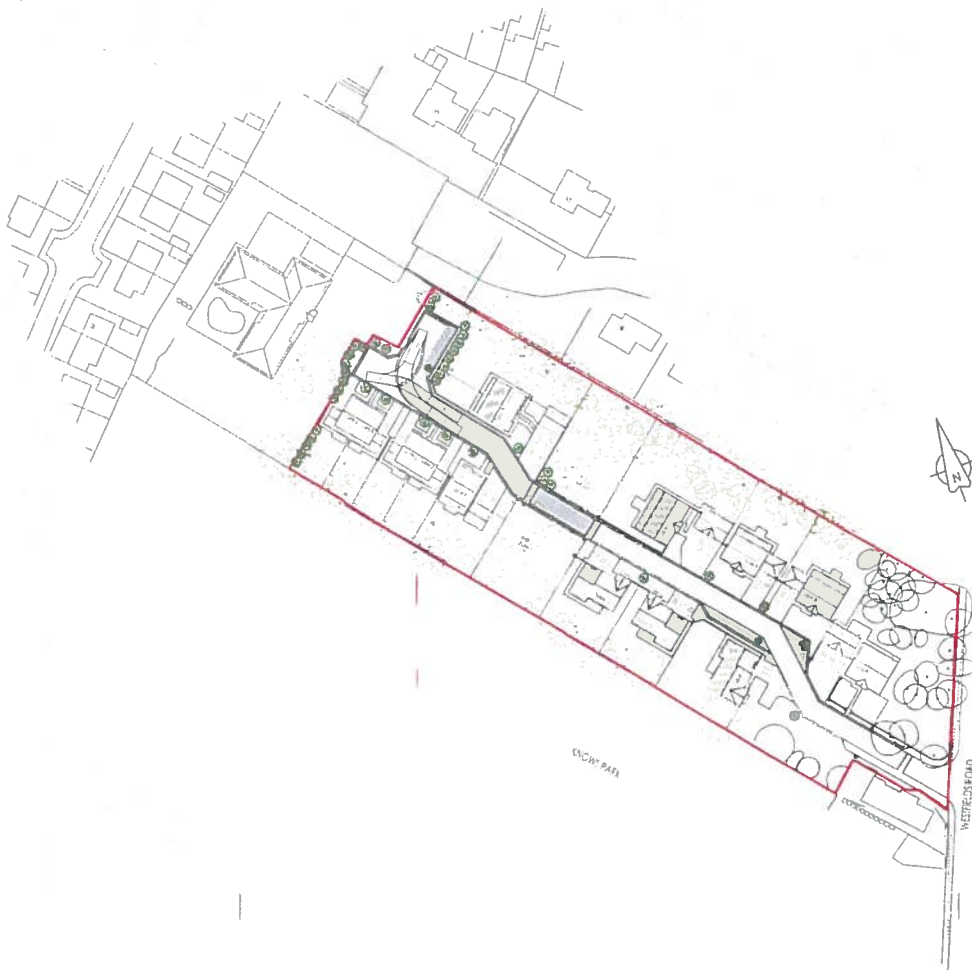
“Open Space Area Works” means those works within the Approved Scheme to be carried out on Open Space Area

“Off-Site Open Space Contribution” means the sum of £44,000.00 (Forty four thousand pounds) to be expended on the improvement of Knowl Park

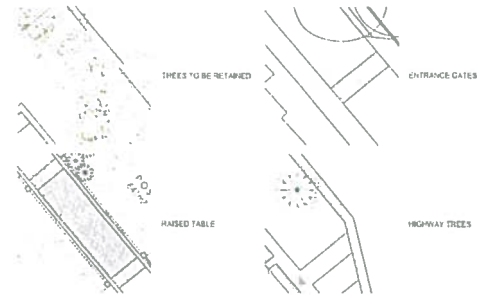
“Overage Provisions” means provisions that shall be included by the Owner in any transfer of the Discounted Market Value Unit which shall require the transferee to pay the Uplift Payment to the Owner on any Disposal of the Discounted Market Unit at a value in excess of £250,000 which takes place within five years of the date of the transfer of the Discounted Market Value Unit to the transferee

“Plan” means the plan annexed hereto

“Planning Permission” means the planning permission to be granted under Ref No. 2017/90661



PLANNING KEY



Item	Quantity	Unit	Total
Item 1	10	m ²	10.00
Item 2	20	m ²	20.00
Item 3	30	m ²	30.00
Item 4	40	m ²	40.00
Item 5	50	m ²	50.00
Item 6	60	m ²	60.00
Item 7	70	m ²	70.00
Item 8	80	m ²	80.00
Item 9	90	m ²	90.00
Item 10	100	m ²	100.00
Total	500	m²	500.00

Riva Homes

Westfields Road

Method

Project Name: **PLANNING LAY OUT**

Project No: **R16-KPG-802**

Scale: **1:1**

Date: **06/11/16**

Author: **A.S.**

“Qualifying Buyer” means a person who is:-

- (i) a first-time buyer which shall have the meaning given by section 57AA(2) of the Finance Act 2003,
- (ii) is at least 23 years old but has not yet reached the age of 40; and
- (iii) will occupy the Discounted Market Value Unit as a sole or main residence.

“Site” means the land at the former Westfield Assessment Centre, Westfields Road Mirfield shown edged red on the Plan

“Discounted Market Value Unit” means the Dwelling to be constructed on the Site as Affordable Housing and known as plot 14 in accordance with the provisions of clause 5 of this Deed;

“Transfer” means the transfer effecting a Disposal

“Uplift Payment” means the sum which is the difference between the sale price achieved for the Discounted Market Value Unit and the sum of £250,000 on any Disposal of that unit within 5 years of the date of the transfer of that unit from the Owner

2. GENERAL

- 2.1 The Owner covenants with the Council to observe the restrictions and perform the obligations contained in this Deed
- 2.2 The provisions of this Deed are planning obligations made pursuant to Section 106 of the Act and all other powers so enabling to the intent that they shall bind the Owner and each and every part of the Site
- 2.3 The expressions “the Council” and “the Owner” shall include their successors in title and assigns
- 2.4 No person shall be liable for breach of any covenant contained in this Deed after he shall have parted with all interest in the Site or the part in respect of which such

breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest

- 2.5 This Deed shall not be enforceable against owner-occupiers or tenants of Dwellings or against those deriving title from them save that the obligations in clauses 3.4, 5.5 and 5.5 of this Deed shall be enforceable against owner-occupiers or tenants of the Discounted Market Value Unit on the terms set out in those clauses.
- 2.6 This Deed shall not be binding against any statutory undertaker or authority who acquires any part of the Site or interest in it for the purposes of its statutory undertakings or functions
- 2.7 This Deed shall come into effect upon the date hereof
- 2.8 If the Planning Permission expires or is revoked or otherwise withdrawn or modified without the consent of the Owner this Deed shall cease to have effect from the date of the said expiration revocation withdrawal or modification (as the case may be) but without prejudice to any rights liabilities or obligations which may have been incurred by or shall have accrued to any party prior to such date
- 2.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed
- 2.10 This Deed is a local land charge and shall be registered as such
- 2.11 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed
- 2.12 The Owner shall pay to the Council its legal fees reasonably incurred in the preparation of this Deed

3. MANAGEMENT OF THE OPEN SPACE

- 3.1 The Owner shall not cause or permit or suffer Occupation of any Dwelling permitted by the Planning Permission until the full details (including day to day contact details) for the Management Company has been confirmed to the Council
- 3.2
- 3.3 The Owner hereby covenants with the Council to maintain the Open Space Area in accordance with the rules of good horticulture and husbandry keeping it properly maintained
- 3.4 The Owner shall ensure that on any future Disposal of the Open Space Area that any successors in title enter into a deed of covenant with the Council to discharge and perform the covenants referred to in this clause 3
- 3.6 The Owner hereby covenants for the benefit for the Council:
- (i) To maintain the Open Space Area in perpetuity in accordance with the rules of good horticulture and husbandry, and through regular inspection planting cultivating fertilising watering draining or otherwise treating (as the case may be), keeping it properly maintained
 - (ii) To keep in good repair the western embankment boundary structure so as to ensure the structural integrity of the Open Space Area
- 3.7 As soon as is reasonably practicable after the completion of any Disposal of the Open Space the Owner shall notify the Council in writing and provide to the Council a copy of the Transfer.
- 3.8 Responsibility for the maintenance of the Open Space Area shall not at any time be transferred to an alternative management company unless firstly the Council has been given a minimum of 28 Working Days written notice that such a transfer is to take place and has issued its approval in writing thereto and secondly as part of the terms of the transfer the alternative management company supplies the Council with a deed of covenant whereby the alternative management company agrees to discharge and perform the obligations contained in this clause 3

3.9 In the event of any successor alternative management company ceasing to exist then the Owner shall be responsible for the discharge of the obligations contained in this clause 3 until such time as another alternative management company acquires the freehold ownership of the Open Space Area and has the benefit of a covenant on the part of the owner of each Dwelling that the owner will pay a service charge to the alternative management company in respect of the alternative management company's obligations to maintain the Open Space Area

4. OPEN SPACE AREA WORKS

- 4.1 The Owner will implement the Open Space Area Works in conjunction with and as part of the Development and shall in any event complete the same to the satisfaction of the Council no later than substantial completion of the 14th (Fourteenth) Dwelling on the Development
- 4.2 As soon as is reasonably practicable after the completion of the Open Space Area Works the Owner shall notify the Council in writing that such works have been completed and shall pay to the Council the Inspection and Certification Charge.
- 4.3 Not later than one calendar month following receipt of the relevant notice referred to in clause 4.2 above the Council shall inspect the Open Space Area and if the Open Space Area Works have been carried out to the satisfaction the Council it shall notify the Owner in writing.
- 4.4 If, upon notification by the Owner under clause 4.2 above, the Open Space Area Works have not been carried out to the satisfaction of the Council it shall notify the Owner in writing specifying the measures necessary to satisfactorily complete the Open Space Area Works and the Owner shall within such period as specified by the Council in the notice carry out those works and shall notify the Council under clause 4.2, such procedure being repeated as often as is necessary until such time as the Council confirms satisfactory completion under clause 4.3.
- 4.5 Following written confirmation by the Council of the satisfactory completion of the Open Space Area Works under clause 4.3 above, the Owner shall thereafter maintain the Open Space Area in accordance with the rules of good horticulture

and husbandry keeping it properly maintained and shall replace trees shrubs and plants which shall die or become diseased or are damaged or removed and shall trim prune and feed the Open Space Area and shall repair replace and maintain the Open Space Area

5. AFFORDABLE HOUSING

The Owner covenants with the Council:-

- 5.1 Not to permit in excess of seven (7) Market Dwellings to be substantially completed until the first Starter Home has been completed and no more than thirteen (13) Market Dwellings to be substantially completed until the Discounted Market Value Unit has been completed in accordance with the Planning Permission and approved plans and has been made available for Disposal to a Qualifying Buyer
- 5.2 The Discounted Market Value Unit shall not be used or Occupied other than in accordance with the requirements of this Deed.
- 5.3 To provide the Council with the notice of sales release date not less than six (6) weeks before the date upon which it proposes to release the Discounted Market Value Unit for Disposal;
- 5.4 Prior to the Disposal of the Discounted Market Value Unit to seek to agree with the Council the Open Market Value of the unit and the Discounted Sale Price;
- 5.5 If the Owner and the Council are unable to agree the Open Market Value of the Discounted Market Value Unit then the Open Market Value will be determined by averaging the written opinions as to the Open Market Value of two independent surveyors to be instructed by the Owner and the Council and the Discounted Sale Price shall be calculated from that Open Market Value;
- 5.6 Not to Dispose of any Discounted Market Value Unit:-
 - (a) for an amount which exceeds the Discounted Sale Price;
 - (b) to any person other than a Qualifying Buyer; or
 - (c) without imposing in the transfer the Overage Provisions

- 5.7 No Disposal of a Discounted Market Value Unit shall be completed and no such Disposal shall be registered at the Land Registry unless the Council has first consented in writing to such registration PROVIDED THAT such consent shall be given forthwith upon;
- (a) evidence being furnished that the disponent (or in the case of joint disponents one of the disponents) is a Qualifying Buyer; and
 - (b) the Solicitor or Licensed or other authorised Conveyancer acting for the disponent(s) has certified to the Council that any consideration expressed to be given for the Discounted Market Value Unit by the disponent(s) did not exceed the Discounted Sale Price as evidenced by the certificate given by a valuer not more than six (6) months before the date of such Disposal; and
 - (c) the reasonable administrative and legal costs incurred by the Council in consideration of the disponent's application and provision of Land Registry certificate shall be paid by the disponent.
- 5.8 To pay to the Council the sum equal to 50% of any Uplift Payment received by the Owner pursuant to the Overage Provisions within 5 working days of receipt of the same.
- 5.9 The provisions of clauses 5.1 to 5.8 hereof shall cease to apply following the payment to the Council of the sum specified in clause 5.8 above or the expiry of five years from the date of the first Disposal, whichever is sooner.

6. METROCARD

To pay to the Council on the Occupation of the 14th Dwelling the sum of £6,876.10 (Six thousand eight hundred and seventy six pounds ten pence) in order for the Council to procure MetroCards for the residents of the Development

7. OFF-SITE OPEN SPACE CONTRIBUTION

To pay to the Council prior to the occupation of the 7th Dwelling £22,000.00 (Twenty two thousand pounds and the remaining £22,000.00 (Twenty two

THIS AGREEMENT is made the 4th day of January Two Thousand and ~~Seventeen~~^{Eighteen} **BETWEEN JPI (HOLDINGS) LIMITED** (Company Registration Number (09243818) whose registered office is situate at Unit C Nepshaw Lane South Gildersome Morley Leeds LS27 7JQ ("the **Owner**") of the first part and **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of the Town Hall Huddersfield West Yorkshire (hereinafter called "the **Council**") of the second part

WHEREAS

1. The Council is the local planning authority pursuant to the Town and Country Planning Act 1990 for the Kirklees district within which the Site is situated and by whom the planning obligations within this Deed are enforceable
2. The Owner is the freehold owner of the Site registered under title number WYKYY48201
3. The Owner has agreed to develop the Site together have agreed to maintain the public open space provided as part of the Development
4. By the provisions of Section 106 of the Town and Country Planning Act 1990 ("the Act") any person interested in land in the area of a local planning authority may by deed or otherwise enter into a planning obligation in respect of the land
5. The Council would not have been willing to grant the Planning Permission but for this Deed because of the need to:-
 - (i) secure the provision of affordable housing as part of the Site in accordance with the policies of the Kirklees Unitary Development Plan and Supplementary Planning Document 2; and
 - (ii) regulate the provision and future maintenance of public open space to serve the Development in accordance with Policy H18 of the Kirklees Unitary Development Plan;

- (iii) secure a financial sum for the improvement of off-site existing public open space
- (iv) secure a financial sum for the acquisition of MetroCards in order to promote sustainable travel

NOW IT IS HEREBY AGREED as follows:-

1. INTERPRETATION

1.1 In this Deed unless the context otherwise requires the following words and expressions shall have the meanings respectively assigned to them in this Clause:-

"Approved Scheme" means the landscaping scheme submitted and approved by the Council prior to the commencement of the Development

"the Affordable Housing" means two (2) Dwellings on plots 14 and 15 for to be provided by way of Starter Homes to Qualifying Buyers whose needs are not met by the market as defined by Annex 2 of the NPPF

"The Development" means the development of the Site in pursuance of the Planning Permission

"Discounted Sale Price" means the sale price for each Starter Home which shall not exceed eighty per cent (80%) of the Open Market Value of that Starter Home and in any event shall not exceed £250,000.00 (two hundred and fifty thousand pounds);

"Disposal" means a transfer of a freehold interest or the grant of a leasehold interest of more than 25 years and the expression Disposal shall have the same meaning in relation to all or any part of the Site

"Dwellings or Dwelling" means those Dwelling(s) within the Development

"Implementation" means the implementation of the Planning Permission by the carrying out of any material operation as defined by Section 56(4) of the Act PROVIDED THAT the following shall not be regarded as material operations:

- (a) demolition of existing structures on the Site;
- (b) the erection of boundary structures, fencing and/or hoardings or other site security measures or safety measures;
- (c) diversion and laying of services;
- (d) site and ground investigations and/or surveys;
- (e) site clearance, preparation and levelling including ground earthworks;
- (f) archaeological investigations or works;
- (g) ecological, landscaping and/or noise attenuation mitigation measures;
- (h) remedial treatment of areas of contaminated land;
- (i) levelling and/or regrading of land in preparation for use or development;
- (j) any operations undertaken by the Council

and **Implement** and **Implemented** shall be construed accordingly

"Index" means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or if that Price Index ceases to exist such index as the Council reasonably nominates and any reference to "Index Linked" shall be construed accordingly

"Inspection and Certification Charge" means the sum of £250.00 (Two hundred and fifty pounds towards the administrative cost to the Council in inspecting the Open Space Area Works and certifying that they are in accordance with the Approved Scheme

"Market Dwellings" means those Dwellings within the Development excluding the Affordable Housing

"MetroCard" means a limited period travel ticket which provides unlimited travel on bus services within the West Yorkshire Area

"Open Market Value" means the open market value of a Starter Home being the price at which the sale of an interest in the property would have been completed unconditionally for cash consideration on the date of valuation assuming:

- (a) a willing seller;
- (b) that any restrictions imposed on the Starter Home by reason of this Deed are disregarded;
- (c) that there are no restrictions as to the persons who may occupy the Starter Home or to whom a transfer or lease may be granted or assigned; and
- (d) that both parties to the transaction had acted knowledgeably prudently and without compulsion.

"Occupation" means occupation for trading or residential purposes as the case may be provided that this shall not include occupation for fitting out purposes or occupation for any show house for the purpose of marketing, as the case may be and **"Occupiers"** and **"Occupied"** shall be construed accordingly.

"Open Space Area" means that area of land within the Development shown edged green on the Plan

"Open Space Area Works" means those works within the Approved Scheme to be carried out on Open Space Area

"Off-Site Open Space Contribution" means the sum of £44,000.00 (Forty four thousand pounds) to be expended on the improvement of Knowl Park

"Plan" means the plan annexed hereto

"Planning Permission" means the planning permission to be granted under Ref No. 2017/90661

"Qualifying Buyer" means a person who is:-

PLANNING KEY

FIELD TO BE REPAIRED

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0000000000



010294

Riva Homes

Westfields Road
 Phone/Fax: 0800 000 000
 Email: info@rivahomes.co.nz
 RTG KPG-002
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- (i) a first-time buyer which shall have the meaning given by section 57AA(2) of the Finance Act 2003,
- (ii) is at least 23 years old but has not yet reached the age of 40; and
- (iii) will occupy the Starter Home as a sole or main residence.

"Residents Management Company" means a limited company registered at Companies House which is incorporated in England and Wales or Scotland to be formed by the Owner for the purposes of carrying out future maintenance of the OS Area; and

- (i) which has its registered office in England or Scotland; and
- (ii) whose primary objects permit it to maintain and renew the OS Area;

(iii) and which is responsible for the management and ongoing maintenance of the Open Space Area shown more particularly outlined in green on the Plan annexed hereto

"Site" means the land at the former Westfield Assessment Centre, Westfields Road Mirfield shown edged red on the Plan

"Starter Homes" means the Dwellings to be constructed on the Site as Affordable Housing in accordance with the provisions of clause 5 of this Deed;

"Transfer" means the transfer effecting a Disposal

2. GENERAL

- 2.1 The Owner covenants with the Council to observe the restrictions and perform the obligations contained in this Deed
- 2.2 The provisions of this Deed are planning obligations made pursuant to Section 106 of the Act and all other powers so enabling to the intent that they shall bind the Owner and each and every part of the Site
- 2.3 The expressions "the Council" and "the Owner" shall include their successors in title and assigns

- 2.4 No person shall be liable for breach of any covenant contained in this Deed after he shall have parted with all interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest
- 2.5 This Deed shall not be enforceable against owner-occupiers or tenants of Dwellings or against those deriving title from them save that the obligations in clauses 3.4 and 5.6 to 5.9 of this Deed shall be enforceable against owner-occupiers or tenants of the Starter Homes on the terms set out in those clauses.
- 2.6 This Deed shall not be binding against any statutory undertaker or authority who acquires any part of the Site or interest in it for the purposes of its statutory undertakings or functions
- 2.7 This Deed shall come into effect upon the date hereof
- 2.8 If the Planning Permission expires or is revoked or otherwise withdrawn or modified without the consent of the Owner this Deed shall cease to have effect from the date of the said expiration revocation withdrawal or modification (as the case may be) but without prejudice to any rights liabilities or obligations which may have been incurred by or shall have accrued to any party prior to such date
- 2.9 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed
- 2.10 This Deed is a local land charge and shall be registered as such
- 2.11 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed
- 2.12 The Owner shall pay to the Council its legal fees reasonably incurred in the preparation of this Deed

3. RESIDENTS MANAGEMENT COMPANY

- 3.1 The Owner shall not cause or permit or suffer Occupation of any Dwelling permitted by the Planning Permission until the Residents' Management Company has been incorporated
- 3.2 On the Disposal of each Dwelling permitted by the Planning Permission to transfer a share in the Residents' Management Company to the purchaser of each Dwelling
- 3.3 The Transfer for each Dwelling shall contain a covenant on the part of the Residents' Management Company to maintain the Open Space Area in accordance with the rules of good horticulture and husbandry keeping it properly maintained and shall contain a further covenant on the part of each Dwelling purchaser to pay a service charge in respect of the Residents' Management Company's maintenance of the Open Space Area
- 3.4 The Transfer shall further contain appropriate provisions to ensure that successors in title to each Dwelling on the date of their acquisition of the Dwelling enter into a deed of covenant with the Residents' Management Company to discharge and perform the covenants referred to in clause 3.3
- 3.5 To transfer the Open Space Area to the Residents' Management Company on the later of the sale of the final Dwelling permitted by the Planning Permission or within 3 months from the date of the notice given by the Council under clause 4.3 below that the Open Space Area Works have been carried out to its satisfaction whichever is the later and will not cause permit or suffer occupation of the final Dwelling until the Residents' Management Company has accepted such a transfer
- 3.6 The Transfer of the Open Space Area to the Residents' Management Company shall contain the following covenants for the benefit for the Council:
- (i) To maintain the Open Space Area in perpetuity in accordance with the rules of good horticulture and husbandry, and through regular inspection planting cultivating fertilising watering draining or otherwise treating (as the case may be), keeping it properly maintained

- (ii) To keep in good repair the western embankment boundary structure so as to ensure the structural integrity of the Open Space Area
- 3.7 As soon as is reasonably practicable after the completion of the Transfer of the Open Space the Owner shall notify the Council in writing and provide to the Council a copy of the Transfer.
- 3.8 Responsibility for the maintenance of the Open Space Area shall not at any time be transferred to an alternative management company unless firstly the Council has been given a minimum of 28 Working Days written notice that such a transfer is to take place and has issued its approval in writing thereto and secondly as part of the terms of the transfer the alternative management company supplies the Council with a deed of covenant whereby the alternative management company agrees to discharge and perform the obligations contained in clause 3.5
- 3.9 In the event of the Residents' Management Company ceasing to exist or any successor alternative management company ceasing to exist then the Owners shall be responsible for the discharge of the obligations contained in clause 3.5 until such time as another alternative management company acquires the freehold ownership of the Open Space Area and has the benefit of a covenant on the part of the owner of each Dwelling that the owner will pay a service charge to the alternative management company in respect of the alternative management company's obligations to maintain the Open Space Area

4. OPEN SPACE AREA WORKS

- 4.1 The Owner will implement the Open Space Area Works in conjunction with and as part of the Development and shall in any event complete the same to the satisfaction of the Council no later than substantial completion of the 14th (Fourteenth) Dwelling on the Development
- 4.2 As soon as is reasonably practicable after the completion of the Open Space Area Works the Owner shall notify the Council in writing that such works have been completed and shall pay to the Council the Inspection and Certification Charge.
- 4.3 Not later than one calendar month following receipt of the relevant notice referred to in clause 4.2 above the Council shall inspect the Open Space Area and if the

Open Space Area Works have been carried out to the satisfaction the Council it shall notify the Owner in writing.

4.4 If, upon notification by the Owner under clause 4.2 above, the Open Space Area Works have not been carried out to the satisfaction of the Council it shall notify the Owner in writing specifying the measures necessary to satisfactorily complete the Open Space Area Works and the Owner shall within such period as specified by the Council in the notice carry out those works and shall notify the Council under clause 4.2, such procedure being repeated as often as is necessary until such time as the Council confirms satisfactory completion under clause 4.3.

4.5 Following written confirmation by the Council of the satisfactory completion of the Open Space Area Works under clause 4.3 above, the Owner shall thereafter maintain the Open Space Area in accordance with the rules of good horticulture and husbandry keeping it properly maintained and shall replace trees shrubs and plants which shall die or become diseased or are damaged or removed and shall trim prune and feed the Open Space Area and shall repair replace and maintain the Open Space Area until transfer to the Residents Management Company

5. AFFORDABLE HOUSING

The Owner covenants with the Council:-

- 5.1 Not to permit in excess of seven (7) Market Dwellings to be substantially completed until the first Starter Home has been completed and no more than thirteen (13) Market Dwellings to be substantially completed until the remaining Starter Home has been completed in accordance with the Planning Permission and approved plans and the Starter Homes have been made available for Disposal to a Qualifying Buyer
- 5.2 The Starter Homes shall not be used or Occupied other than in accordance with the requirements of this Deed.
- 5.3 To provide the Council with the notice of sales release date not less than six (6) weeks before the date upon which it proposes to release the Starter Homes for Disposal;

- 5.4. Prior to the Disposal of each Starter Home to seek to agree with the Council the Open Market Value of the relevant Starter Home and the Discounted Sale Price;
- 5.5 If the Owner and the Council are unable to agree the Open Market Value of the Starter Home the Open Market Value will be determined by averaging the written opinions as to the Open Market Value of two independent surveyors to be instructed by the Owner and the Council and the Discounted Sale Price shall be calculated from that Open Market Value;
- 5.6 Not to Dispose of any Starter Home:-
- (a) for an amount which exceeds the Discounted Sale Price; or
 - (b) to any person other than a Qualifying Buyer;
- 5.7 No Disposal of a Starter Home shall be completed and no such Disposal shall be registered at the Land Registry unless the Council has first consented in writing to such registration PROVIDED THAT such consent shall be given forthwith upon;
- (a) evidence being furnished that the disponee (or in the case of joint disponees one of the disponees) is a Qualifying Buyer; and
 - (b) the Solicitor or Licensed or other authorised Conveyancer acting for the disponee(s) has certified to the Council that any consideration expressed to be given for the Starter Home by the disponee(s) did not exceed the Discounted Sale Price as evidenced by the certificate given by a valuer not more than six (6) months before the date of such Disposal; and
 - (c) the reasonable administrative and legal costs incurred by the Council in consideration of the disponee's application and provision of Land Registry certificate shall be paid by the disponee.
- 5.8 Any subsequent owner shall on each and every subsequent Disposal of a Starter Home submit to the Council for approval the calculation of the Open Market Value and the Discounted Sale Price of the Starter Home prior to the Starter Home being offered for sale and the Council hereby covenants that the approval hereby required to be obtained shall not be unreasonably withheld or delayed.
- 5.9 The provisions of clauses 5.2 to 5.8 hereof shall apply to each Starter Home for a period of five years from the date of first Disposal. After the expiry of that five year period the obligations and restrictions contained in those clauses shall cease to be of effect and the Starter Homes shall be treated as Open Market Dwellings which

may be Disposed of at Open Market Value to persons other than a Qualifying Buyer.

6. METROCARD

To pay to the Council on the Occupation of the 14th Dwelling the sum of £6,876.10 (Six thousand eight hundred and seventy six pounds ten pence) in order for the Council to procure MetroCards for the residents of the Development

7. OFF-SITE OPEN SPACE CONTRIBUTION

To pay to the Council prior to the occupation of the 7th Dwelling £22,000.00 (Twenty two thousand pounds and the remaining £22,000.00 (Twenty two thousand pounds) prior to the occupation of the 14th Dwelling such sum shall be linked to the Index (Index Linked) from the date hereof

IN WITNESS WHEREOF the parties hereto have caused this Deed to be executed as a Deed

THE CORPORATE COMMON SEAL of)
THE COUNCIL OF THE BOROUGH)
OF KIRKLEES was hereunto affixed)
but not delivered until the date hereof)
In the presence of:-)



Service Director: ~~Legal Governance and Commissioning~~/Authorised Signatory

EXECUTED AS A DEED by)
JPI (HOLDINGS) LIMITED)
in the presence of:-)

Director

~~Secretary~~ Witness :

Name:

Address: 43 MARTINGALE DRIVE LS10 4TB

Occupation: DIRECTOR

DATED 4th January 2018

THE COUNCIL OF THE BOROUGH OF KIRKLEES

and

JPI (HOLDINGS) LIMITED

DEED

Under Section 106 of the Town & Country Planning Act 1990 relating to land at Westfields Road Mirfield

Julie Muscroft
Director – Legal, Governance & Commissioning
Kirklees Council
2nd Floor
High Street Buildings
High Street
Huddersfield
HD1 2ND

thousand pounds) prior to the occupation of the 14th Dwelling such sum shall be linked to the Index (Index Linked) from the date hereof

8. RELEASE OF OBLIGATIONS

The Council hereby releases the Owner from the obligations contained in the agreement dated 4 January 2018 annexed hereto on the execution of this Agreement

IN WITNESS WHEREOF the parties hereto have caused this Deed to be executed as a Deed

THE CORPORATE COMMON SEAL of)
THE COUNCIL OF THE BOROUGH)
OF KIRKLEES was hereunto affixed)
but not delivered until the date hereof)
In the presence of:-)



011499

Service Director: Legal Governance and Commissioning/Authorised Signatory

EXECUTED AS A DEED by)
JPI HOLDINGS LIMIED)
By a Director in the presence of:-)

Director Signature

Witness Signature

Name

Address

Occupation

DATED 29th November 2018

THE COUNCIL OF THE BOROUGH OF KIRKLEES

and

JPI HOLDINGS LIMITED

DEED

Under Section 106 of the Town & Country Planning Act 1990 relating to land at Westfields Road Mirfield

Julie Muscroft
Director – Legal, Governance & Commissioning
Kirklees Council
2nd Floor
High Street Buildings
High Street
Huddersfield
HD1 2ND