

Dated: 30th January 2018

PARAMOUNT RETAIL GROUP HOLDINGS LIMITED

TO:

THE COUNCIL OF THE BOROUGH OF KIRKLEES

**PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER SECTION 106 OF THE
TOWN & COUNTRY PLANNING ACT 1990 (AS AMENDED)**

Land at:

Greenside Mills, Savile Road, Skelmanthorpe, Huddersfield, HD8 9EE

THIS DEED is made on the Thirtieth day of the month of January Two Thousand and Nineteen **BY:**

- 1) PARAMOUNT RETAIL GROUP HOLDINGS LIMITED** (Company No. 2726368) of Woodland View House, 675 Leeds Road, Huddersfield, HD2 1YY (the "**Owners**")

WHEREAS:

- 1) The Council is the local planning and education authority for the purposes of the TCPA 1990 for the area in which the Site is situated, and by whom the planning Obligations within this Deed are enforceable.
- 2) The Owners own the freehold interest of the Site registered under title number WYK647960.
- 3) The Council resolved on 4th October 2018 to grant Planning Permission subject to completion of this Deed.
- 4) The Council would not have been willing to grant planning permission but for this Deed because of the need to secure financial contributions towards affordable housing (subject to available Vacant Building Credit), public open space and educational facilities to mitigate the impact of the Development.

THE AGREEMENT WITNESSES as follows:

1) INTERPRETATION

- 1.1 The definitions in the Clause have the meanings respectively assigned to them in this Deed:

"Affordable Housing"	means subsidised housing that provided to eligible households whose needs are not met by the market in accordance with the definition set out in Annex 2 of the NPPF at the date hereof (or any future guidance or initiative that replaces or supplements it)
"Affordable Housing Contribution"	A financial contribution towards the provision of Affordable Housing in the Kirklees Rural East Housing

Market Area calculated in accordance with Kirklees Interim Affordable Housing Policy 2016 (taking into account the Vacant Building Credit to be applied to the Site) as follows:

- 1) $X - Y = A$
- 2) $A / X \text{ multiplied by } 100 = B$
- 3) $C = D \times 20\%$
- 4) **Affordable Housing Contribution in pounds sterling = $B \times (C \times E) \times F$ ¹**

X = Proposed total GEA floorspace of dwelling units proposed at the Reserved Matters stage in sq.m

Y = Vacant floorspace in sq.m (Vacant Building Credit)

A = Floorspace in sq.m

B = Percentage of total floorspace eligible for affordable housing after Vacant Building Credit has been subtracted

C = number of units theoretically eligible for Affordable Housing

D = number of dwelling units proposed at the Reserved Matters stage

E = average individual GEA floorspace per dwelling unit proposed at the Reserved Matters stage

F = BCIS Median Build Cost per sq.m

“Contributions”

The Affordable Housing Contribution and Education Contribution and Public Open Space Contribution

“Council”

The Council Borough of Kirklees

“Development”

The development of the Site described in the Planning Application

“Dwellings”

Those dwellings to be constructed under the Planning Permission on the Site

¹ Should Y exceed X, no Affordable Housing Contribution will be payable

“Education Contribution”

means the sum of £68,260 (sixty eight thousand two hundred and sixty pounds) as a financial contribution to provide additional educational facilities for Scissett Middle School or for wider use in Kirklees dependent on education need and demand required as a consequence of Development and towards the provision of educational equipment and / or facilitates to mitigate the impact of the Development on schools

“GEA”

Gross External Area excluding detached garages or other outbuildings

“Implementation”

The carrying out of any material operation comprised in the Development as defined by Section 56(4) of the Town & Country Planning Act 1990 (as amended) pursuant to the Planning Permission PROVIDED THAT the following shall not be regarded as material operations for this purpose:

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

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

“Interest”	Interest at four (4) per cent above the base lending rate of the Bank of England from time to time
“Interim Affordable Housing Policy”	The Council’s supplementary planning document (and which may be subsequently amended) and which deals specifically with the negotiation and provision of affordable housing or equivalent financial contributions
“Kirklees Rural East Housing Market Area”	The area identified in SHMA document
“Median Build Cost per sq.m	RICS Building Cost Information Service data for the Kirklees area applicable at the time the Affordable Housing Contribution is payable
“NPPF”	National Planning Policy Framework published by the Department of Communities and Local Government as at the date hereof
“Obligations”	The covenants and obligations on the part of the Owners contained in Clause 3 hereto
“Occupation”	For residential purposes provided that this shall not include occupation for fitting out purposes or occupation of any show house for the purpose of marketing as the case may be, and “Occupiers” and “Occupied” shall be construed accordingly
“Plan”	The site location plan annexed hereto
“Planning Permission”	The outline planning permission to be granted under Kirklees Council ref: 2018/91787 for the demolition

of existing buildings and structures and erection of residential development

“Public Open Space Contribution”	means the sum of £100,000 as a financial contribution to provide additional public open facilities for Skelmanthorpe or for wider use in Kirklees dependent on public open space need and demand required as a consequence of the Development and towards the provision of public open space equipment and / or facilities to mitigate the impact of the Development on the supply of public open space
“Reserved Matters”	Pursuant to the Planning Permission
“SHMA”	The Kirklees Strategic Housing Market Assessment 2016 as may be updated from time to time
“Site”	The land and buildings at Greenside Mills, Savile Road, Skelmanthorpe, Huddersfield which is more particularly shown on the Plan
“Vacant Building Credit”	9,523 sq.m (102,500 sq.ft) of vacant floorspace at the Site applicable at the time Planning Permission is granted

2) GENERAL

- 2.1** The expressions “the Council” and “the Owner” shall include their successors in title and assigns
- 2.2** 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
- 2.3** This Deed shall not be binding upon the owner/occupiers of the dwellings on the Site
- 2.4** This Deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers
- 2.5** The Deed shall come into effect upon the date hereof save for the obligations in Clause 3, which shall not have effect until the Planning Permission has been issued and Implemented
- 2.6** If the Planning Permission expires or is revoked, quashed or otherwise withdrawn or modified without the consent of the Owners, this Deed shall cease to have effect from the date of the said expiration, quashing, 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
- 2.7** 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
- 2.8** This Deed shall not be binding upon the owner / occupiers of individual Dwellings nor 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
- 2.9** This Deed shall constitute a local land charge and shall be registrable as such at the Local Land Charges Registry upon satisfaction of the obligations in Clause 3, when at the request

of the Owners, the Council will cancel all entries relating to this Deed on the Local Land Charges Registry

2.10 The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed

2.11 If any payment due under this Deed is paid late then Interest will be payable for the date the payment is due to the date of payment

2.12 Vacant Building Credit shall be applied in full to the Affordable Housing Contribution irrespective of the partial or full demolition of buildings within the Site following the grant of Planning Permission

3) COVENANTS WITH THE COUNCIL

The Owner covenants with the Council:

- a) Prior to the Occupation of the 1st (First) Dwelling to pay the Education Contribution to the Council
- b) Prior to the Occupation of the 10th (Tenth) Dwelling to pay the Affordable Housing Contribution to the Council (if applicable taking into account Vacant Building Credit)
- c) Upon the Occupation of the 20th (Twentieth) Dwelling to pay the Public Open Space Contribution to the Council

4) COVENANTS WITH THE OWNER

The Council covenant with the Owner:

- a) To release the Owner from all and any liability under this undertaking following receipt of the Contributions
- b) To issue a receipt on request for any sum paid to the Council under this Deed

- c) If the Council shall not have expended or committed to expend any or all of the Contributions within the period of five (5) years beginning on the date the Contributions were paid to them, then so much of the Contributions that remains unspent shall be refunded by the Council to the Owner upon written request with Interest from time to time of the Bank of England from the date of the payment(s) to the Council to the date of reimbursement to the Owner.

IN WITNESS WHEREOF the Owners hereto have caused this Deed to be executed as a Deed by
PARAMOUNT RETAIL GROUP HOLDINGS LIMITED:

Ravinder Kumar Sharma (Sole Director) Signature:

Witnessed by: Signature:

Name:

Occupation:

Address:

Annex – Site Plan



Name	Floor Area Sq Ft	Bed	Description	Total Units	Total
Type A	1350	4b/8a	2 1/2 storey detached with single garage	1	1350
Type B	1300	4b/7a	2 1/2 storey semi detached with single garage	9	10800
Type C	1350	4b/8a	3 storey semi detached with single garage	3	4050
Type D	1100	3b/6a	2 1/2 storey semi detached with parking spaces	6	6600
Type E	900	3b/6a	2 storey detached with integral garage	1	900
Type F	1100	4b/6a	2 storey detached with single garage	10	11000
Type G	1400	4b/8a	2 storey detached with single garage	3	4200
Type H	850	3b/5a	2 storey semi detached with parking spaces	11	9350
Type I	950	3b/6a	2 storey detached with single garage	2	1900
Type K	1300	4b/8a	2 storey detached with integral garage	3	3900
Type L	900	3b/6a	2 storey semi detached with parking spaces	5	4500
Type M	1100	4b/6a	2 storey detached with single garage	1	1100
Total				55	59650

	hectares	acres
approx gross area	1.86	4.6
approx nett area	1.54	3.81
POD coverage	0.248	0.61
		15656

