

Dated 4th September 2025

UBRIQUE INVESTMENTS LIMITED

and

HABIB BANK ZURICH PLC

and

THE COUNCIL OF THE BOROUGH OF KIRKLEES

**Agreement under Section 106
of the Town and Country Planning Act 1990**

**Land at the former Storthes Hall Student Village, Storthes Hall Lane, Kirkburton,
Huddersfield, HD8 0WA**

Application Number 2023/93667
Legal Reference Number 108308

Contents

Clause	Page
THIS DEED.....	1
BETWEEN.....	1
BACKGROUND	1
OPERATIVE PROVISIONS	2
1. DEFINITIONS AND INTERPRETATION.....	2
2. STATUTORY BASIS	8
3. CONDITIONS PRECEDENT	9
4. COVENANTS & DECLARATIONS	9
5. EXCLUSIONS & RELEASE.....	9
6. REGISTRATION.....	10
7. NON-FETTER & WAIVER	10
8. VAT	11
9. SEVERABILITY	11
10. CHANGE OF OWNERSHIP	11
11. DISPUTES	11
12. FUTURE PERMISSIONS	13
13. DUTY TO ACT REASONABLY.....	14
14. INDEXATION.....	14
15. INTEREST ON LATE PAYMENTS	15
16. THIRD PARTY RIGHTS	15
17. NOTICES	15
18. COSTS	16
19. MORTGAGEES CONSENT.....	16
20. JURISDICTION	16
Schedule 1 The Site.....	17
Part 1 Site Description and Ownership Details.....	17
1. The Site	17
2. The Owner's title.....	17
3. The Mortgagee	17
Part 2 Location Plan.....	19
Schedule 2 Financial Contributions	21
1. Interpretation	21
2. Bus Stop Contribution.....	22
3. Bus Route Contribution.....	22
4. Education Contribution	24
5. Off-Site Public Open Space Contribution	24
6. Sustainable Transport Contribution.....	25
7. Travel Plan Monitoring Fee.....	25
ANNEX TO SCHEDULE 2 Education Contribution Calculation	27

Clause	Page
Schedule 3 Managed Areas	31
1. Interpretation	31
2. Managed Areas Scheme	32
3. Management And Maintenance Of The Managed Areas	34
4. Access to the Managed Areas	35
5. Default by Management ComPANY	35
Schedule 4 Sustainable Urban Drainage Systems	37
1. Interpretation	37
2. Management Of The Sustainable Drainage System	37
3. Default By The Suds Management Company	38
Schedule 5 Affordable Housing	39
1. Interpretation	39
2. Affordable Housing Plan	45
3. Provision of Affordable Housing	46
4. Transfer of the Affordable Housing Units	46
5. Affordable Rented Dwellings	47
6. Shared Ownership Dwelling	48
7. Exclusions to this Schedule	48
8. Discounted Market Sale Units	49
Schedule 6 First Homes	53
1. Interpretation	53
2. Obligations	60
3. First Homes Standards	60
4. Distribution	61
5. Delivery Mechanism	61
6. Use of the first homes	65
7. Exclusions and release	66
Schedule 7 Biodiversity	69
1. Interpretation	69
2. Approval of Biodiversity Strategy	70
3. On-Site Biodiversity Net Gain Measures	70
4. Biodiversity Contribution	71
5. Off-Site Biodiversity Net Gain Measures	71
Schedule 8 Council's Covenants	73
1. Receipt Of Contributions	73
2. Performance	74
EXECUTION	75

THIS DEED is made

the fourth day of September

2025

BETWEEN

- (1) **UBRIQUE INVESTMENTS LIMITED** (incorporated in Guernsey)(OE ID: OE022649) care of Swanbourne Development Services Limited, 77 South Audley Street, London W1K 5JG and of Sarnia House, Le Truchot, St Peters Point, Guernsey, GY1 4NA ("**the Owner**"); and
- (2) **HABIB BANK ZURICH PLC** (Co. Regn. No. 08864609) of Habib House, 42 Moorgate, London EC2R 6JJ ("**the Mortgagee**") and
- (3) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Town Hall, Huddersfield, West Yorkshire HD1 2TA ("**the Council**");

BACKGROUND

- (A) For the purposes of the 1990 Act the Council is the local planning authority for the area in which the Site is situated and by whom the Planning Obligations in this Deed are enforceable.
- (B) The Owner has an interest in the Site as set out in Part 1 of Schedule 1
- (C) The Owner has submitted the Application to the Council seeking planning permission for the Development.
- (D) The Mortgagee holds a registered charge over the Site dated 29 September 2023 as set out in Part 1 of Schedule 1 and enters into this Deed to confirm its consent to the terms herein.
- (E) The Council are of the view that the Development should not be permitted unless the impact thereof is mitigated by entering into the obligations set out herein on behalf of the Owner and the Developer which are
 - necessary to make the Development acceptable in planning terms
 - directly related to the Development and
 - in all other respects are fairly and reasonably related in scale and kind to the Development

- (F) The parties by entering into this Deed do so to create planning obligations in respect of the Site pursuant to section 106 of the 1990 Act and agree to be bound by and to observe and perform the covenants agreements conditions and stipulations hereinafter contained.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1. In this Deed the following expressions shall have the following meanings:

Expression	Meaning
1990 Act	the Town and Country Planning Act 1990
Application	the application for outline planning permission for the Development allocated reference number 2023/93667
Commencement of Development	the date upon which the Development is begun by the carrying out on the Site pursuant to the Planning Permission of a material operation as specified in section 56(4) of the 1990 Act (whether or not the carrying out of that material operation constitutes a lawful beginning of the Development) but excluding any operations undertaken in connection with or associated with • demolition, • site clearance, • archaeological investigations, • ecology survey or works, • investigations for the purpose of assessing ground conditions and any resultant remediation works, • environmental investigation, • site and soil surveys, • erection of a contractor's work compound, • erection of a site office, • erection of fencing to the site boundary; and/or • the temporary display of site notices or advertisements

Expression	Meaning
	and Commence Development and Commencement of Development or any similar derivation of this term shall be construed accordingly and where the context admits or require shall be construed as meaning Commencement of Development on a Phase
Contributions	the potential Biodiversity Net Gain Contribution the Bus Stop Contribution; the Bus Route Contribution; the Education Contribution; the potential Public Offsite POS Contribution; the Sustainable Transport Contribution; and the the Travel Plan Monitoring Fee.
Default Interest Rate	4% per annum above the base rate from time to time of the Bank of England.
Development	the development of the Site comprising for outline application for demolition of buildings and direction of residential development (up to 261 dwellings) including redevelopment of Lodge Cottage and Administrative Building for residential use, two vehicular access points off Storthes Hall Lane, and associated works as described in the Application pursuant to the Planning Permission.
Due Date	the latest date that any Contribution is to be paid in accordance with this Agreement
Dwelling	a house flat maisonette or other unit of accommodation intended for single residential use that may be or has been built or provided on the Site as part of the Development.
Expert	a person appointed in accordance with clause 11 to determine a dispute.
Index	unless otherwise specified herein the BCIS All-In Tender Price Index.

Expression**Meaning****Index Linked**

increased in accordance with the following formula:

Amount payable = the figure specified in this Deed x (A/B)

where:

A = the figure for the Index that applied immediately preceding the Due Date or the date paid if earlier; and

B = the figure for the Index that applied when that index was last published prior to the date of the Planning Permission (or prior to the date of calculation where this Deed provides for a figure to be calculated at a different point in time).

Management Company

a limited company or companies at Companies House (including a residents management company) which may already be in existence or which may be formed by the Owner for the purposes of the management of the Development the carrying out of the future maintenance of the SuDS (unless and until the SuDS are adopted by the Water Company) and / the Managed Areas and / or land required for Biodiversity Net Gain serving the Development in accordance with the provisions of the Schedule 3, Schedule 4 and Schedule 7 of this Deed and

(a) which is/are incorporated in England and Wales or Scotland; and

(b) which has/have its/their registered office in England, Wales, or Scotland; and

(c) whose primary objects permit it/them to maintain and renew the SuDS and/or the Managed Areas and / or the land required for Biodiversity Net Gain serving the Development.

and for the avoidance of doubt it is agreed that there may be more than one Management Company across the Site as a whole and/or a different Management Company responsible for the SuDS and the Managed Areas and the land required for Biodiversity Net Gain.

Expression	Meaning
Market Dwelling	any Dwellings that is not • an Affordable Housing Unit; or • a First Home Unit
Market Value	the market value agreed between the Council and the Owner as being the market value of a Dwelling which is either an Affordable Housing Unit or a First Homes Unit at which the sale of an interest in the Dwelling would have been completed unconditionally for cash consideration on the date of the valuation assuming; (a) a willing seller; (b) that any restrictions imposed on the Dwelling by reason of this Deed are disregarded; (c) that there are no restrictions as to the persons who may occupy the Dwelling 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
Occupy	to occupy for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration, marketing, display or security of the Development and 'Occupied' and like expressions shall be construed accordingly.
Party	any person who is from time to time bound by the obligations herein or who may enforce or take advantage of any provision hereof.
Phase	a discrete part of the Development which is either the subject of an application for approval of Reserved Matters for that part of the Development or is shown on any phasing plan for the Development approved by the Council pursuant to the condition XX of the Planning Permission.

Expression	Meaning
Plan	the plan titled Location Plan – Storthes Hall Kirkburton numbered 1826-SI-01 a reduced copy of which is attached to this Deed at Part 2 of Schedule 1.
Planning Obligations	the obligations, restrictions, conditions and stipulations on the part of the Owner set out in Schedule 2 to Schedule 7 of this Deed.
Planning Permission	a planning permission granted by the Council pursuant to the Application or as defined in Clause 12
Practical Completion	the point when the construction of any Dwelling is sufficiently complete that, where necessary, a supervising architect has or would be able to issue a certificate of practical completion and it can be Occupied;
Public Open Space	any part of the Site that is proposed in a Reserved Matters Application as amenity space or landscaped areas (excluding roadways and private accesses) outside the curtilage of any Dwelling to which the public are to have access for general recreational purposes and all such areas as are actually so provided as part of the Development
Reasonable Endeavours	attempts to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable to expect but shall not extend to an obligation to take proceedings (including any appeal) in any court, public inquiry, or other hearing (unless specified to the contrary).
Relevant Reserved Matters Approval	an approval of Reserved Matters for either the entire Development for a Phase which includes any Dwellings on the Development
Reserved Matters	those details of the Development which the Planning Permission requires to be submitted and approved and

Expression	Meaning
	“Reserved Matters Approval” means each approval of an application for approval of Reserved Matters pursuant to the Planning Permission and for the avoidance of doubt there can be any number of applications for approval of Reserved Matters in respect of each Phase of the Development as a whole provided that such applications are made lawfully;
Secretary of State	the Secretary of State for Housing, Communities and Local Government from time to time appointed and includes any successor in function
Site	the land described in Part 1 of Schedule 1 which is shown edged red on the Plan.
Statutory Undertaker	any company corporation board or authority at the date of this Deed that is authorised by statute to carry on an undertaking for the supply of telephone or television or other electronic communications, electricity, gas, water, or drainage or other public services and any other body authorised to carry out such undertaking
Substantial Completion	in relation to a Dwelling the term “Substantial Completion” shall be interpreted in accordance with Section 171B of the 1990 Act and relevant case law under that Section and the term “Substantially Completed” shall be construed accordingly
Working Day	any day from Monday to Friday inclusive which is not Christmas Day, Boxing Day, Good Friday, Easter Monday or a Statutory Bank Holiday

- 1.2. Unless specified to the contrary, any reference in this Deed to an enactment shall be construed as being a reference to that enactment as amended, extended, or re-enacted by or under any other enactment, and shall include all instruments orders and regulations for the time being made, issued or given under that enactment.

- 1.3. References to clauses, paragraphs, Parts Annexes and Schedules are references to clauses, paragraphs, parts, annexes and schedules in this Deed.
- 1.4. References to paragraphs within specific Parts of the Schedules are references to the corresponding paragraphs within that Part of the Schedule unless specified otherwise.
- 1.5. Words importing one gender shall be construed as importing any gender and words importing the singular shall be construed as importing the plural and vice versa.
- 1.6. The term 'person' shall be interpreted and construed as including any natural person or persons acting together and any other legally constituted body whether or not incorporated by law.
- 1.7. Where a covenant, restriction or requirement is expressed to be given by more than one party, or where (from time to time) a party is comprised of more than one person, liability for such covenant, restriction or requirement shall be joint and several.
- 1.8. Clause headings and the contents list shall not affect the construction of this Deed.
- 1.9. Any phrase introduced by the terms 'including', 'include', 'in particular' or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.10. Any covenant by the Council or any other party not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.
- 1.11. Where any details, scheme, strategy or plan is required to be submitted for approval under this Deed and such approval is obtained, unless expressly stated otherwise nothing in this Deed shall prevent such details, scheme, strategy or plan from being resubmitted or amended by agreement between the Owner and the Council.

2. **STATUTORY BASIS**

- 2.1. This Deed is made pursuant to section 106 of the 1990 Act and as such is enforceable pursuant to section 106(3) of the 1990 Act against the Owner and any person claiming or deriving title to the Site (or any part or parts thereof) through or under the Owner as if that person had been an original covenanting party to this Deed subject to the terms of this Deed.
- 2.2. This Deed is enforceable by the Council as the local planning authority for the purposes of the 1990 Act.

- 2.3. To the extent that the covenants, restrictions and requirements in this Deed are not made under section 106 of the 1990 Act they are made under section 1 of the Localism Act 2011 and section 111 of the Local Government Act 1972 and all other powers so enabling.

3. **CONDITIONS PRECEDENT**

- 3.1. This Deed is conditional upon:

3.1.1. the grant of the Planning Permission; and

3.1.2. the Commencement of Development

save for clauses 7 to 20 which shall come into effect on the date hereof, and any of the obligations in the Schedules which are stated to require compliance prior to the Commencement of Development.

4. **COVENANTS & DECLARATIONS**

- 4.1. The Owner covenants with the Council to comply with the Planning Obligations in Schedules 1 – 7 of this Deed.

- 4.2. The Council covenants with the Owner to comply with the obligations on its part in Schedule 2 to Schedule 8 of this Deed.

5. **EXCLUSIONS & RELEASE**

- 5.1. Save as may otherwise be specified herein no party shall be bound by the terms of this Deed or be liable for a breach of any Planning Obligation:

5.1.1. after it has parted with its interest in the Site or the part in respect of which such breach occurs (but without prejudice to liability for any breach occurring prior to parting with such interest and subsisting thereafter);

5.1.2. if its interest in the Site or relevant part thereof is solely as the owner of the subsoil of adopted highway and/or of Mineral Rights;

5.1.3. if it is a Statutory Undertaker which has an interest in any part of the Site for the purposes of its undertaking; or

5.1.4. if that party is an owner or occupier of an individual Market Dwelling; or

- 5.1.5. if that party is an owner or occupier of an individual Affordable Housing Unit save in respect of the provisions of Schedule 5 and (subject to paragraph 2.1 of Schedule 6) Schedule 6 which shall apply.
- 5.2. If the Planning Permission expires before the Commencement of Development or is at any time modified (without the consent of the Owner), quashed or revoked this Deed shall determine and cease to have effect.
- 5.3. No obligation in this Deed shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part of the Site (or any receiver appointed by such chargee or mortgagee) unless and until such chargee, mortgagee or receiver (or any person appointed by them) has taken or entered into possession of the Site or part thereof in which case it will also be bound by the covenants, restrictions and obligations in this Deed as if it were a person deriving title from an original covenanting party.

6. **REGISTRATION**

- 6.1. This Deed is a local land charge and may be registered as such by the Council.
- 6.2. Following either:
- 6.2.1. the performance and satisfaction of all the Planning Obligations contained in this Deed; or
- 6.2.2. the determination of this Deed in accordance with Clause 5.2;

the Council shall as soon as reasonably practicable upon the written request of the Owner effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

7. **NON-FETTER & WAIVER**

- 7.1. Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions.
- 7.2. No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants, terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

- 7.3. Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted before or after the date of this Deed.

8. **VAT**

- 8.1. All payments due in accordance with this Deed are expressed as being exclusive of value added tax.
- 8.2. If any payment is or is deemed to amount to a payment for a chargeable supply under the Value Added Tax Act 1994, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

9. **SEVERABILITY**

- 9.1. If any provision in this Deed shall in whole or in part be held to be invalid, illegal or unenforceable under any enactment or rule of law such provisions shall to the extent required be severed from this Deed and shall not affect the validity, legality or enforceability of the remaining provisions of this Deed.

10. **CHANGE OF OWNERSHIP**

- 10.1. The Owner covenants to give written notice to the Council within 20 Working Days of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan **PROVIDED THAT** this obligation shall not apply to a sale or disposal of an individual Dwelling or to the disposal of part of the Site to a Statutory Undertaker for the purposes of its undertaking.

11. **DISPUTES**

- 11.1. Any dispute or disagreement arising under this Deed which has been identified by notice in writing by one party to the other(s) and which has not been resolved within 20 Working Days (or such lesser period as may be agreed) of the date of receipt by the other party(s) of such written notice may be referred at the instance of any party for determination by an Expert.
- 11.2. The following provisions and terms of appointment shall apply to such disputes or disagreements:-

- 11.2.1. the Expert shall be agreed between the parties or, in default of agreement within 10 Working Days of receipt of the notice in Clause 11.1 above, shall be appointed or identified on application by any party by the following persons:
 - 11.2.1.1. in the case of disputes relating to land or valuation matters the President of the Royal Institution of Chartered Surveyors;
 - 11.2.1.2. in the case of disputes relating to planning or design matters the President of the Royal Town Planning Institute; or
 - 11.2.1.3. in the case of any other dispute the President of the Law Society.
- 11.2.2. the Expert shall act as an expert and not as an arbitrator
- 11.2.3. the Expert shall be required to give notice of their appointment to each of the parties (**Expert's Notice**) and thereafter:
 - 11.2.3.1. if any party to the dispute wishes to make written submissions to the Expert such submissions shall be sent to the Expert and all other parties to the dispute within 20 Working Days of receipt of the Expert's Notice;
 - 11.2.3.2. the parties shall have 20 Working Days from the receipt of original written submissions (or such extended period as the Expert shall allow) to respond;
 - 11.2.3.3. the Expert shall disregard any representations made out of this time;
 - 11.2.3.4. the Expert may request further information or documentation and the parties shall comply with any requests by the Expert for further information or documentation within a reasonable time; and
 - 11.2.3.5. to the extent not provided for by this clause the Expert may in his reasonable discretion determine such other procedures to assist with the conduct of the determination

as they consider just or appropriate including (to the extent considered necessary) instructing professional advisers to assist them in reaching their determination

- 11.2.4. the Expert shall make his decision within 20 Working Days of the close of the period for submissions of written submissions;
 - 11.2.5. the Expert's decision shall be in writing and shall give reasons for the decision; and
 - 11.2.6. each party shall bear its own costs and the Expert's costs will be payable in the determination of the Expert.
- 11.3. The decision of the Expert shall be binding on the parties save in the case of manifest error and/or fraud.
- 11.4. If the Expert dies or becomes unwilling or incapable of acting, or does not deliver the decision within the time required by this clause then:
- 11.4.1. any party may apply to the relevant body as per Clause 11.2.1 to discharge the Expert and appoint a replacement Expert with the required expertise; and
 - 11.4.2. Clause 11.2 shall apply to the new Expert as if they were the first Expert appointed.
- 11.5. Notwithstanding the above any dispute between the parties as to the meaning or interpretation of any provision of this Deed or as regards the enforceability of any provision shall only be determined by a Court

12. **FUTURE PERMISSIONS**

- 12.1. In the event that an application is made pursuant to Section 73 or Section 73B or Section 96A of the 1990 Act for an amendment to the Planning Permission and planning permission is granted by the Council in respect of that application then:
- 12.1.1. references to "Application", "Planning Permission" and "Development" in this Deed shall thereafter be deemed to include the application made pursuant to Sections 73 or 73B or Section 96A, the new planning permission granted pursuant to Section 73 or 73B of the 1990 Act and the

development permitted by that permission or as changed pursuant to Section 96A respectively; and

- 12.1.2. this Deed shall apply to and remain in full force in respect of both the Planning Permission and that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the 1990 Act unless required to do so by the Council.

but in each case **PROVIDED THAT:**

- 12.1.3. nothing in this Clause 12 shall fetter the discretion of the Council in determining any application(s) under Section 73 or 73B or 96A of the 1990 Act or in requiring new or varied planning obligations whether by way of a new or supplemental deed pursuant to Section 106 and/or Section 106A of the 1990 Act; and
- 12.1.4. to the extent that any of the Planning Obligations have been discharged in respect of the original Planning Permission nothing shall require the Owner to comply with that obligation again in respect of a planning permission granted under Section 73 or 73B of the 1990 Act.

13. **DUTY TO ACT REASONABLY**

- 13.1. All parties to this Deed acknowledge that they are under a duty to act reasonably and (without prejudice to generality) if any agreement, consent, confirmation, notification, specification, approval or expression of satisfaction is due by any party other than the Council to another under the terms of this Deed the same shall not be unreasonably withheld or delayed.
- 13.2. The Council covenants that where any details, scheme, strategy or plan is submitted for its approval under this Deed it shall act reasonably and not unreasonably withhold or delay its approval having regard to its duties under the 1990 Act.

14. **INDEXATION**

- 14.1. The Contributions payable to the Council shall be Index Linked.
- 14.2. Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased

index or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

15. INTEREST ON LATE PAYMENTS

- 15.1. Any amount due from the Owner to the Council under the terms of this Deed which is not paid on or prior to the Due Date shall accrue interest at the Default Interest Rate accruing from the Due Date to the date of actual payment.

16. THIRD PARTY RIGHTS

- 16.1. No person who is not a party to this Deed may enforce any terms hereof pursuant to the Contracts (Rights of Third Parties) Act 1999 **PROVIDED THAT** this clause shall not affect any right of action of any person to whom this Deed has been lawfully assigned with the express consent of the Council or becomes vested in law including parties who obtain title to the Site or any part thereof from any party to this Agreement.

17. NOTICES

- 17.1. Any notice given to a party under or in connection with this Deed shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) within England or Wales.

- 17.2. Any notice shall be deemed to have been received and served:

17.2.1. if delivered by hand, at the time the notice is left at the proper address (unless received after 5pm or on a non Working Day in which case it shall be deemed received and served on 9am on the next Working Day); or

17.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

- 17.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18. **COSTS**

- 18.1. The Council acknowledges that the Owner has prior to the date of this Deed paid the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Deed.

19. **MORTGAGEES CONSENT**

- 19.1. The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the charge over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee its assignees transferees and/or successors in title shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner PROVIDED ALWAYS that the Mortgagee's liability under this Deed shall be limited to that part of the Site in which it takes possession and PROVIDED FURTHER that the Mortgagee (or any person deriving title from the Mortgagee) will not be liable for any breach of the obligations contained in the Deed unless committed at a time when the Mortgagee is in possession of the Site (or any part thereof) to which such obligation(s) relate or for any pre-existing breaches..

20. **JURISDICTION**

- 20.1. This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

THE PARTIES HEREBY WITNESS that this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

THE SITE

Part 1

Site Description and Ownership Details

1. **THE SITE**

ALL THAT land situate and known as The University of Huddersfield Student Village, Storthes Hall Lane, Kirkburton, Huddersfield, HD8 0WA as shown edged red on the Plan which is part of the freehold land registered at HM Land Registry under title number WYK732182

2. **THE OWNER'S TITLE**

The Owner is the proprietor of the Site registered at HM Land Registry with Freehold Title Absolute subject only to a lease of part of an electricity sub-station on the Site the lease being registered with title number WYK568474

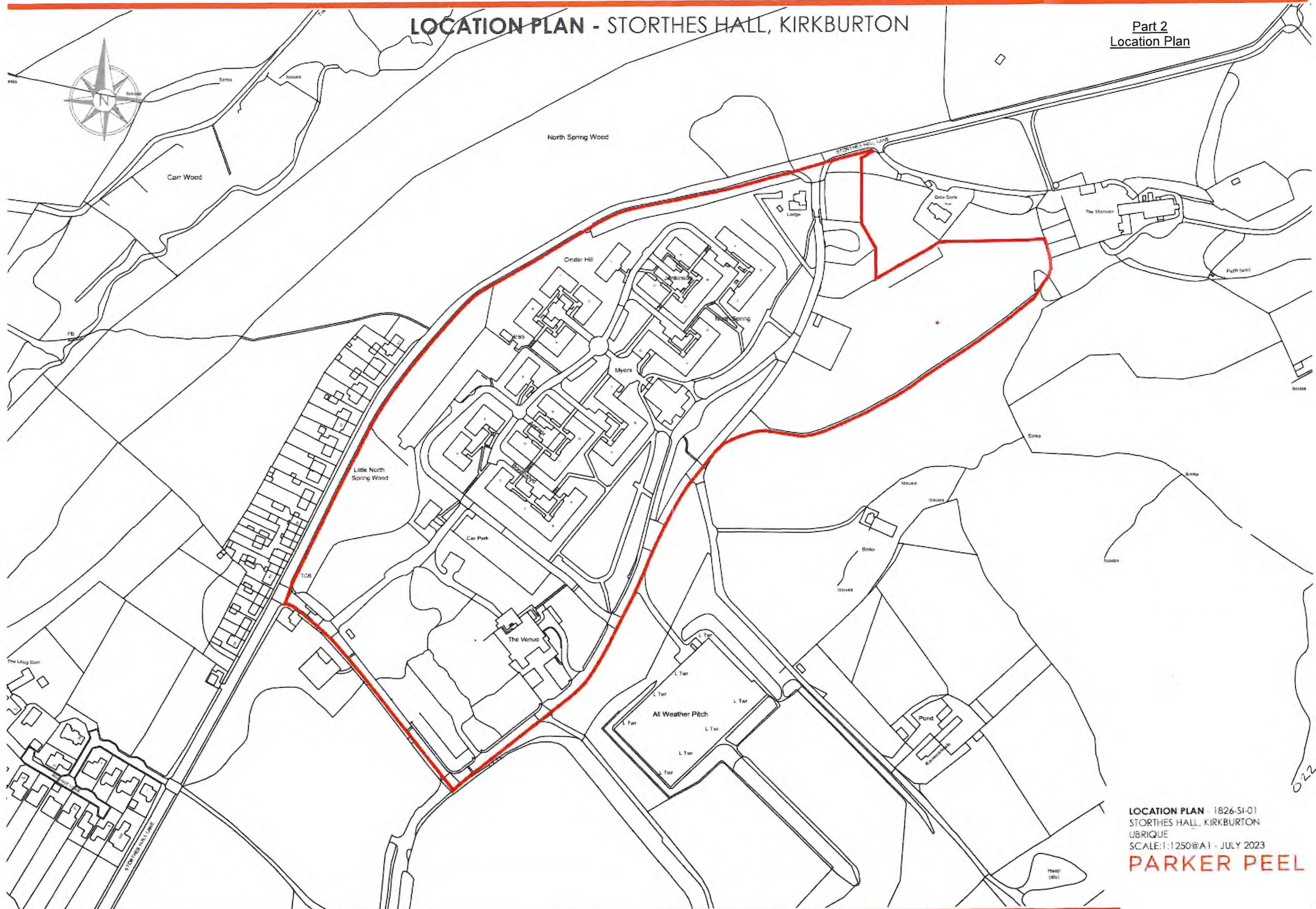
3. **THE MORTGAGEE**

The Mortgagee has an interest in the Site by virtue of a charge dated 29 September 2023 registered in the Charges Register of title number WYK568474 as Charges 5 and 6

Intentionally Blank

LOCATION PLAN - STORTHES HALL, KIRKBURTON

Part 2
Location Plan



LOCATION PLAN - 1826-SI-01
STORTHES HALL, KIRKBURTON
UBRIQUE
SCALE: 1:1250 @ A1 - JULY 2023

PARKER PEEL

Intentionally Blank

SCHEDULE 2
FINANCIAL CONTRIBUTIONS

1. INTERPRETATION

- 1.1. In addition to the definitions in Clause 1, in this Schedule and Schedule 8 the following expressions shall have the following meanings:

Expression	Meaning
Bus Route Contribution	the sum of £1,000,000 (one million pounds) (index linked) to be paid to the Council in accordance with the terms of this Deed and to be applied by the Council towards the provision of a bus service to serve the Development
Bus Stop Contribution	the sum of £64,000 (Sixty-four thousand pounds) to be paid to the Council in accordance with the terms of this Deed and to be applied by the Council towards the provision of two new bus shelters with real time information displays within the vicinity of the Site;
Education Contributions	the sums calculated in accordance with the Annex to this Schedule to be applied by the Council to be paid to the Council in accordance with this Schedule for the purposes specified in Schedule 8.
Off-site Public Open Space Contribution	the sum determined by the Council in accordance with paragraph 5.2 below which shall be Index Linked from the date the amount is notified to the Owner to the Due Date;
Open Space SPD	means the Kirklees Council Open Space Supplementary Planning Document dated June 2021 or any revision of this or the sums specified therein which may be adopted or applied by the Council from time to time;
Sustainable Transport Contribution	the sum of £511.50 (five hundred and eleven pounds and fifty pence) per Dwelling to be paid by the Owner to the Council in accordance with the terms of this Deed and to be applied by the Council towards the encouragement of the use of sustainable modes of transport by owners, occupiers, residents and users of, and visitors to, the

Expression	Meaning
	Development and the implementation of measures identified in the Travel Plan;
Travel Plan	a plan (s) to be submitted and approved by the Council pursuant to the relevant condition of the Planning Permission identifying the measures to be taken to encourage sustainable transport measures and modes of travel within the Development
Travel Plan Monitoring Fee	the sum of £15,000 (fifteen thousand pounds) to be paid by the Owner to the Council in accordance with the terms of this Deed and to be applied by the Council to monitor compliance with the Travel Plan(s)

The Owner covenants as follows:

2. **BUS STOP CONTRIBUTION**

- 2.1. To pay the Bus Stop Contribution on or before Commencement; and
- 2.2. Not to Commence until the Bus Stop Contribution has been paid

3. **BUS ROUTE CONTRIBUTION**

- 3.1. To pay the Bus Route Contribution as follows:

- 3.1.1. £200,000 (two hundred thousand pounds only) (in this paragraph referred to as 'the First Instalment') prior to the occupation of more than 49 Dwellings;

- 3.1.2. the remaining amount of the of the Bus Route Contribution as follows

- 3.1.2.1. £200,000 ('the Second Instalment') no later than

- 3.1.2.1.1. the first anniversary of the Due Date of the First Instalment; or

- 3.1.2.1.2. the Occupation of more than 95 Dwellings

- whichever shall be earliest;

- 3.1.2.2. £200,000 ('the Third Instalment') no later than

3.1.2.2.1. the second anniversary of the Due Date of the First Instalment;
or

3.1.2.2.2. the Occupation of more than 145 Dwellings

whichever shall be earliest

3.1.2.3. £200,000 ('the Fourth Instalment') no later than

3.1.2.3.1. the third anniversary of the Due Date of the First Instalment; or

3.1.2.3.2. the Occupation of more than 195 of the Dwellings

whichever shall be earliest; and

3.1.2.4. £200,000 ('the Final Instalment') no later than

3.1.2.4.1. the fourth anniversary of the Due Date of the First Instalment;
or

3.1.2.4.2. the Occupation of more than 235 Dwellings or so many
Dwellings as shall be 90% of the number of Dwellings approved
pursuant to all Relevant Reserved Matters applications,
whichever is the lowest number

whichever shall be earliest

3.2. Not to Occupy or cause or permit Occupation of: more than

3.2.1. 49 Dwellings until the First Instalment is paid;

3.2.2. 95 Dwellings until the Second Instalment is paid

3.2.3. 145 Dwellings until the Third Instalment is paid

3.2.4. 195 Dwellings until the Fourth Instalment is paid

3.2.5. 235 Dwellings or so many Dwellings as shall be 90% of the number of Dwellings
approved pursuant to all Relevant Reserved Matters applications, whichever is the
lowest number until the Final Instalment is paid

3.3. It is agreed that in relation to the Bus Route Contribution:

3.3.1. the Index shall be the Consumer Prices Index including owner-occupiers' housing costs (Commonly known as 'CPIH') produced by the Office of National Statistics and not the Index identified in Clause 1.1; and

3.3.2. For the avoidance of doubt the First Instalment, the Second Instalment, the Third Instalment, the Fourth Instalment and the Final Instalment shall all be individually Index Linked

4. EDUCATION CONTRIBUTION

4.1. To pay to the Council the Education Contribution in respect of each Phase that has a Relevant Reserved Matters Approval in the following manner:

4.1.1. 25% of the Education Contribution prior to Commencement of the Development on that Phase;

4.1.2. 25% of the Education Contribution prior to Occupation of more than 10% of the Dwellings proposed within that Phase; and

4.1.3. the remainder of the Education Contribution prior to Occupation of more than 30% of the Dwellings proposed in that Phase.

4.2. As regards each Phase that has a Relevant Reserved Matters Approval not to

4.2.1. Commence the Development on that Phase until 25% of the Education Contribution for that Phase has been paid;

4.2.2. Occupy or cause or permit Occupation of more than 10% of the Dwellings constructed as part of the relevant Phase until 25% of the Education Contribution has been paid; and

4.2.3. Occupy or cause or permit Occupation of more than 30% of the Dwellings constructed as part of the relevant Phase until the remainder of the Education Contribution has been paid.

5. OFF-SITE PUBLIC OPEN SPACE CONTRIBUTION

5.1. To show in each application for Reserved Matters the proposed Public Open Space to be created as part of the Development of the Phase to which the application relates

5.2. If the Council shall determine that such application proposes insufficient on-site Public Open Space to meet the requirements of policy LP63 in the Kirklees Local Plan (Adopted

27 February 2019) and the Open Space SPD then to pay to the Council such sum as shall apply pursuant to the calculation of off-site contributions as set out in the Open Space SPD and which the Council may notify to the Owner it has determined to be the cost of providing or improving Public Open Space in the vicinity of the Development that will reasonably serve the occupants of the Development and which will reasonably mitigate the effects of the shortfall proposed in the application

5.3. Not to Commence the Development on a Phase until

5.3.1. If more than one Reserved Matters Approval has been granted in respect of that Phase the Owner has served notice on the Council indicating which Reserved Matters Approval is to be implemented; and

5.3.2. the Off-Site Public Open Space Contribution relevant to the Reserved Matters Approval that the Owner has indicated is to be implemented has been paid to the Council

5.4. Not to carry out the Development on a Phase otherwise than in accordance with the Reserved Matters Approval notified to the Council pursuant to paragraph 4.3.1 above.

6. **SUSTAINABLE TRANSPORT CONTRIBUTION**

6.1. To pay to the Council the relevant amount of the Sustainable Transport Contribution calculated in respect of a Phase that has a Relevant Reserved Matters Approval prior to Occupation of 25% of the Dwellings to be constructed within that Relevant Reserved Matters Approval.

6.2. Not to Occupy more than 25% of the Dwellings to be constructed within that Phase unless and until all of the Sustainable Transport Contribution in respect thereof has been paid.

7. **TRAVEL PLAN MONITORING FEE**

7.1. To pay to the Council:

7.1.1. £3,000 (three thousand pounds) (Index Linked) on the one year anniversary of Commencement of Development;

7.1.2. £3,000 (three thousand pounds) (Index Linked) on every anniversary of the first instalment paid pursuant to paragraph 6.1.1 above for a period of 4 years

Intentionally Blank

ANNEX TO SCHEDULE 2
Education Contribution Calculation

The Education Contribution in respect of each phase is the sum of the Primary Provision Education Contribution, the Secondary Primary Provision Education Contribution and the Higher Primary Provision Education Contribution each of which is calculated as follows:

1. **Primary Provision Education Contribution**

The sum produced by multiplying the number of **Extra Places** by the **Primary Provision Value** where:

the Primary Provision Value	is £11,767.00 (eleven thousand seven hundred and sixty-seven pounds only) Index Linked
Extra Places	is calculated by subtracting the Surplus from the Additional Places
Surplus	is the number of spaces the Council determines are available at Farnley Tyas CE(VC) school on the date of submission of the application for a Relevant Reserved Matters
Additional Places	is the number produced by the formula $(F \times D) \times 6$ Where $F = 0.03$ D = the number of Dwellings with more than one bedroom proposed in the application for a Relevant Reserved Matters

2. **Secondary Provision Education Contribution**

The sum produced by multiplying the number of **Extra Places** by the **Secondary Provision Value** where:

the Secondary Provision Value	is £17,730.00 (Seventeen thousand seven hundred and thirty pounds only) Index Linked
Extra Places	is calculated by subtracting the Surplus from the Additional Places
Surplus	is the number of spaces the Council determines are available at Kirkburton Middle school, on the date of submission of the application for a Relevant Reserved Matters
Additional Places	is the number produced by the formula $(F \times D) \times 3$ Where $F = 0.0233333$ D = the number of Dwellings with more than one bedroom proposed in the application for a Relevant Reserved Matters

3. Higher Provision Education Contribution

The sum produced by multiplying the number of **Extra Places** by the **Higher Provision Value** where:

the Higher Provision Value is £17,730.00 (Seventeen thousand seven hundred and thirty pounds only) Index Linked

Extra Spaces is calculated by subtracting the Surplus from the Additional Places

Surplus is the number of spaces the Council determines are available at Shelley College on the date of submission of the application for a Relevant Reserved Matters

Additional Places is the number produced by the formula $(F \times D) \times 3.7$

Where

$F = 0.02$

D = the number of Dwellings with more than one bedroom proposed in the application for a Relevant Reserved Matters

If when any calculation is carried out the number of Extra Spaces is zero or a negative number then that part of the Education Contribution shall be zero.

EXAMPLE

Reserved matters application for 150 units all of which have two or more bedrooms submitted one year after grant of Planning Permission.

Assume 2% inflation pa throughout

Primary:

Additional Places, $F \times D$: $0.03 \times 150 = 4.5$, result multiplied by 6 = 27

We calculate 10 spaces available at Farnley Tyas CE(VC) school so 'Surplus' = 10

Extra Spaces = Additional Places (27) less Surplus (10) = 17

Primary Provision Value £11,767.00 + 2% = **£12,002.34**

Primary Provision Education Contribution:

Primary Provision Value £12,002.34 multiplied by Extra Spaces 17 = **£204,039.78**

Secondary

Additional Spaces, $F \times D \quad 0.0233333 \times 150 = 3.499995$,
result multiplied by 3 = 10.499985

Surplus We calculate 15 spaces available at Kirkburton Middle School, so
the Surplus = 15

Extra Spaces Additional Places (10.499985) less Surplus (15) = **minus**
4.500015

No Secondary Provision Education Contribution required (The Development is not
anticipated to produce more pupils than the current School can accommodate)

Higher

Additional Places, $F \times D: 0.02 \times 150 = 3$, result multiplied by 3.7 = 11.1

Surplus We calculate 5 spaces available at Shelley College so 'Surplus' = 5

Extra Spaces Additional Places (11.1) less Surplus (5) = 6.1

Higher Provision Value £17,730.00 + 2% = **£18,084.60**

Higher Provision Education Contribution:

Primary Provision Value £18,084.60 multiplied by Extra Spaces 6.1 = **£110,316.06**

Total Education Contribution required as at date of Relevant Reserved Matters Approval:

£204,039.78+£110,314316.06 = £314,355.84

Payable as:

Assume 25% payable immediately.....£78,588.96

25% payable before occupation of more than 10%
of the Dwellings, assume one year (2% inflation pa)£80,160.74

Remainder payable before occupation of more than 50%
of the Dwellings, assume two years (2% inflation pa).....£163,465.04

Intentionally Blank

SCHEDULE 3
MANAGED AREAS

1. INTERPRETATION

- 1.1. In addition to the definitions in Clause 1, in this Schedule and Schedule 8 the following expressions shall have the following meanings:

Expression	Meaning
Certificate	a certificate issued by the Council to the effect that the Managed Areas in respect of a Phase have been satisfactorily completed
Managed Areas	those parts of the Site which do not form part of the curtilage of a Dwelling, including (without limitation) any infrastructure forming part of the Development (for the avoidance of doubt excluding land used for SuDS) and any Biodiversity Net Gain Measures contained in the Biodiversity Strategy approved pursuant to paragraph 2 of Schedule 7 until such time as its ownership is transferred to the Council or a statutory undertaker or its management and maintenance is otherwise assumed by the Council or any other public body
Managed Areas Inspection Fee	the sum to be paid by the Owner to the Council as a contribution towards the costs involved in inspecting the Managed Areas such sum to be no greater than £3,062 (three thousand and sixty two pounds) in total,
Managed Areas Scheme	the scheme for the future maintenance and management of the Managed Areas approved by the Council (together with any variation of such scheme agreed in writing from time to time by the Council) in accordance with paragraph 1 of Schedule 3 of this Deed

The Owner covenants in respect of the Site with the Council as follows:

2. MANAGED AREAS SCHEME

2.1. No application for a Reserved Matters Approval shall be submitted unless it is accompanied by a Managed Areas Scheme in respect of the Development on that Phase comprised in that Reserved Matters Approval which includes:

2.1.1. proposals for the ongoing maintenance operations in respect of the Managed Areas, specifically identifying the management objective, task and the timing and frequency of the operation for all the features including any play features and/or street furniture within the Managed Areas;

2.1.2. the identity of the Management Company which is to be responsible for the ongoing management and maintenance of the Managed Areas;

2.1.3. subject to paragraph 2.5 below the arrangements and timing for the transfer of the responsibility for the management and maintenance of the Managed Areas from the Owner to the Management Company; and

2.1.4. the funding arrangements for the management and maintenance of the Managed Areas.

2.2. The Owner shall invite the Council to review the draft Managed Areas Scheme and thereafter notify the Owner in writing of its approval to the draft Managed Areas Scheme or provide in writing its proposed amendments to the draft Managed Areas Scheme pursuant to which the Owner shall submit a revised draft Managed Areas Scheme incorporating those amendments as are accepted, ~~PROVIDED THAT if the Council does not notify the Owner of its approval or proposed amendments to the draft Managed Areas Scheme within the 25 working days of submitting the same to the Council it shall be deemed that the Council has approved the draft Managed Areas Scheme submitted by the Owner for that Phase;~~

22/08/20
28/8/20

2.3. In the event that within 25 working days following receipt from the Owner of a revised draft Managed Areas Scheme submitted pursuant to Paragraph 2.2 above the Council serves further written notice upon the Owner stating that the Council does not approve the revised Managed Areas Scheme:

2.3.1. the Owner may collaboratively seek to agree a timetable with the Council for the resubmission by the Owners of a further revised draft Managed Areas scheme; and/or

- 2.3.2. either the Owner or the Council may invoke the provisions of clause 11 of this Deed in respect of the acceptability or otherwise of the relevant revised draft Managed Areas scheme.
- 2.4. The Owner covenants that it shall not permit the Occupation of any Dwellings within a Phase until it has received the Council's approval or deemed approval of the Managed Areas Scheme pursuant to Paragraph 2.1 or Paragraph 2.3 above (or until the receipt of an Expert's determination in relation to the acceptability of the same).
- 2.5. On the Owner being of the opinion that the Managed Areas on a Phase are complete it shall notify the Council thereof and thereafter the Council shall within 20 (twenty) Working Days inspect the Managed Areas and shall either
- 2.5.1. Issue a Certificate; or
- 2.5.2. if of the opinion that the Managed Areas have not been completed to its reasonable satisfaction it shall serve a notice on the Owner requiring the Owner to undertake such remedial steps as are specified in the notice and once the Owner has complied with such notice it shall notify the Council thereof and the procedure in this clause 2.5 shall be repeated until satisfied; and
- 2.5.3. either the Owner or the Council may invoke the provisions of clause 11 of this Deed in respect of the acceptability or otherwise of the completed Managed Areas; and
- 2.6. if the Council does not issue the Certificate or provide notice requiring remedial steps to be taken as per paragraph 2.5.2 above within the timescales set out above the Council shall be deemed to have given its approval and issued a Certificate to that effect.
- 2.7. The Owner covenants that it shall not permit the Occupation of more than 90% of the Dwellings within a Phase until
- 2.7.1. the Managed Areas have been constructed in accordance with the Planning Permission;
- 2.7.2. so much of the Managed Areas Inspection Fee as is applicable in respect of the Phase in question has been paid;
- 2.7.3. the Council has issued a Certificate or deemed approval has been given pursuant to paragraph 2.6 above; and

2.7.4. title to the Managed Areas has been transferred to a Management Company in accordance with the Managed Areas Scheme and paragraph 3.1 below.

3. **MANAGEMENT AND MAINTENANCE OF THE MANAGED AREAS**

3.1. Upon the Managed Areas being constructed in accordance with the Relevant Reserved Matters Approval the Owner shall transfer title for the Managed Areas to a Management Company (having first supplied to the Council a certified copy of the Memorandum and Articles of Association of the Management Company) in accordance with the Managed Areas Scheme and thereafter all further maintenance shall be carried out by the Management Company and the Owner shall have no further liability to do so

3.2. After the transfer to the Management Company it shall be obliged to:

3.2.1. maintain and manage the Managed Areas for so long as the Development exists in accordance with the Managed Areas Scheme or any variations that may be agreed in writing from time to time unless or until the Managed Areas or any part thereof are adopted as highway maintainable at public expense or a public body takes on their management and maintenance

3.2.2. permit public access to the Managed Areas on the same terms as those set out in paragraph 4 below ;

3.3. The Owner covenants that it shall not permit the Occupation of more than 90% of the Dwellings on the Site in relation to any Relevant Reserved Matters Approval until the Managed Areas within the Relevant Reserved Matters Approval have been constructed in accordance with the Relevant Reserved Matters Approval and title to the Managed Areas has been transferred to a Management Company in accordance with paragraph 3.1 above.

3.4. For the avoidance of doubt the Owner shall manage and maintain the Managed Areas in accordance with the approved Managed Areas Scheme until such time as it shall be transferred to a Management Company or any part thereof is adopted as highway maintainable at public expense or a public body takes on their management and maintenance.

3.5. No part of the Managed Areas within a Relevant Reserved Matters Approval shall be transferred or leased to any Management Company other than in accordance with an approved Managed Areas Scheme.

3.6. Responsibility for the maintenance of the Managed Areas shall not at any time be transferred to an alternative management company unless the Council has been given a

minimum of 28 (twenty eight) Working Days written notice that such a transfer is to take place and has issued its approval in writing thereto, or the Expert has approved it after a referral pursuant to Clause 11.

4. **ACCESS TO THE MANAGED AREAS**

4.1. The Owner shall allow public access to all Managed Areas after the issue of the Certificate **SUBJECT ALWAYS** to the following provisions:

4.1.1. Access to the Managed Areas shall be subject to such requirements and regulations as may from time to time be imposed by the Owner or the Management Company having regard to overriding reasons of safety, security and prudent building management **PROVIDED THAT** such requirements and regulations shall not be imposed without the Council's prior approval; and

4.1.2. The Owner or the Management Company may erect notices on the Managed Areas and access to the Managed Areas it may be denied for one day each year in order to prevent public rights of way or common rights coming into being;

4.1.3. the Managed Areas or any part thereof may be closed for reasonable periods by reason of:

4.1.3.1. emergency;

4.1.3.2. cleansing, maintenance and repair;

4.1.3.3. at the direction of the emergency services or other lawful authority; and

4.1.3.4. construction activities whilst the Development is being carried out.

5. **DEFAULT BY MANAGEMENT COMPANY**

5.1. Unless and until such time as any part of the Managed Areas in a Relevant Reserved Matters Approval are adopted by the Council or another Statutory Undertaker the Council may upon reasonable notice to any party then with an interest in the Managed Areas enter the Site in order to check and monitor compliance with the Managed Areas Scheme.

5.2. In the event that the Council considers that the requirements of the relevant Managed Areas Scheme are not being complied with then the Council may serve a notice on the Owner or the Management Company (as applicable) requiring the Owner or the Management Company (as applicable) to undertake such remedial steps as are specified in the notice.

- 5.3. The Owner or the Management Company (as appropriate) shall comply with the terms of any notice served by the Council pursuant to paragraph 5.2 above within 14 days of the date of service by the Council of the said notice or within such other fair and reasonable period that may be agreed by the Council in writing.
- 5.4. If the Owner or the Management Company (as appropriate) shall fail to comply with the notice referred to in paragraph 5.2 above the Council may enter the Managed Areas and carry out such works as it considers necessary to ensure compliance with the Managed Areas Scheme and may recover from the Owner or Management Company the costs incurred in doing so

SCHEDULE 4
SUSTAINABLE URBAN DRAINAGE SYSTEMS

1. INTERPRETATION

- 1.1. In addition to the definitions in Clause 1, in this Schedule and Schedule 8 the following expressions shall have the following meanings:

Expression	Meaning
SUDS	the sustainable urban drainage system to be provided as part of the Development and approved pursuant to conditions attached to the Planning Permission comprising all treatment and drainage systems including pipework, swales, reed beds ponds, filter trenches, attenuation tanks and detention basins
SuDS Maintenance and Management Plan	a detailed management plan or plans approved pursuant to conditions attached to the Planning Permission setting out measures to be undertaken to ensure SuDS are properly maintained and managed,

2. MANAGEMENT OF THE SUSTAINABLE DRAINAGE SYSTEM

- 2.1. The Owner covenants to fully comply with the relevant approved SuDS Maintenance and Management Plan from the Commencement of Development on each Phase and at all times thereafter to manage and maintain the SuDS in accordance with the details set out in the relevant SuDS Maintenance and Management Plan unless and until the SuDS have been adopted by a statutory undertaker.
- 2.2. Prior to Occupation of more than 95% of the Dwellings proposed in a Phase to transfer the SuDS within that Reserved Matters Approval to the Management Company and thereafter, the Management Company shall maintain and manage those SuDS in accordance with the relevant SuDS Maintenance and Management Plan in perpetuity SAVE THAT this obligation shall not apply where the SuDS in question has been adopted by a statutory undertaker.
- 2.3. No part of the SuDS shall be transferred or leased to any Management Company unless the identity of that Management Company has been approved by the Council (acting

reasonably) and in seeking approval of any Management Company the Owner shall provide the Council with details of the assets, how the ongoing maintenance and management works will be funded, the structure of the Management Company, voting rights and such other information as the Council (acting reasonably) shall require.

- 2.4. The Owner shall ensure that the Council is provided with up to date contact details (including a contact name, address, telephone number and email address) of any third party or person who is engaged or contracted to carry out any maintenance or management works in respect of any of the SuDS.

3. **DEFAULT BY THE SUDS MANAGEMENT COMPANY**

- 3.1. Unless and until such time as any part of the SuDS are adopted by a statutory undertaker the Council may upon reasonable notice enter the Site in order to check and monitor compliance with the relevant SuDS Maintenance and Management Plan.
- 3.2. In the event that the Council considers (acting reasonably) that the requirement of the relevant SuDS Maintenance and Management Plan are not being complied with then the Council may serve a notice on the Owner or the Management Company as relevant requiring the Owner or the Management Company (as appropriate) to undertake such remedial steps as are specified in the notice
- 3.3. The Owner or the Management Company (as appropriate) shall comply with the terms of any notice served by the Council pursuant to paragraph 3.2 above within 28 days of the date of service by the Council of the said notice or within such other fair and reasonable period that may be agreed by the Council in writing.

SCHEDULE 5
AFFORDABLE HOUSING

1. INTERPRETATION

- 1.1. In addition to the definitions in Clause 1, in this Schedule and Schedule 8 the following expressions shall have the following meanings:

Expression	Meaning
Administrative Charge	the reasonable and proper costs incurred by the Council in consideration of the following: (a) the determination of the Discounted Sale Price; (b) the consideration of the evidence supplied by the Owner pursuant to paragraph 8.11.3 of this Schedule as to the marketing of the relevant Discounted Market Unit; (c) acknowledgement of receipt of the profit payment of the Offsite Affordable Housing Contribution; (d) the provision of any certificate to confirm that there has been compliance with paragraph 8.11 of this Schedule;
Affordable Housing	housing for sale or rent for those whose needs are not met by the market (including housing that provides a subsidised route to home ownership and/or is for essential local workers) as defined in the Glossary of the National Planning Policy Framework published by the Ministry of Housing, Communities and Local Government in December 2024 and as may be updated or varied from time to time
Affordable Housing Financial Contribution	the payment to be made in lieu of the provision on-site of Affordable Housing (or a full complement thereof) calculated as set out in the Affordable Housing and Housing Mix SPD

Expression	Meaning
Affordable Housing Plan	the plan(s) to be submitted to and approved by the Council pursuant to paragraph 2 of this Schedule providing details of the location, housing type, tenure mix in accordance with the Affordable Housing Requirement, specification, and the Marketing Strategy in respect of the Affordable Housing Units to be constructed pursuant to a Relevant Reserved Matters Approval
Affordable Housing Requirement	the provision of 10 (ten) per cent of the Dwellings within each Relevant Reserved Matters Approval as Affordable Housing of which unless otherwise agreed in writing by the Council 55 (fifty five) per cent shall be Affordable Rented Dwellings and 20 (twenty) per cent shall be Intermediate Housing Units and 25 (twenty five) per cent shall be First Homes.
Affordable Housing Price	a sum to be paid by the Registered Provider to the Owner based on the following transfer values set out in the SPD: (a) In the case of each Affordable Rented Dwelling Rented Dwelling - £861.00 (eight hundred and sixty one pounds) per square metre; and (b) In the case of each Intermediate Housing Unit - £1,292.00 (one thousand two hundred and ninety two pounds) per square metre or such other value as may be agreed in writing between the Owner and the Registered Provider PROVIDED THAT in the case of (a) and (b) above the applicable sum shall be Index Linked as if the Due Date were March 2023 to the date of the applicable Contract unless before the Contract is entered into the Council adopts or publishes any revised transfer values for (a) and (b),
Affordable Housing Unit	those Dwellings to be constructed on the Site pursuant to the Planning Permission to be provided as Affordable Housing in accordance with the approved Affordable Housing Plan and the provisions of this Agreement and

Expression	Meaning
	for the avoidance of doubt shall include First Homes Units as defined in Schedule 6
Affordable Rent	a rent which is no more than 80% of the local market rent (including service charges, where applicable) calculated using RICS approved valuation methods.
Affordable Rented Dwelling	an Affordable Housing Unit provided by or which is required hereby to be provided by a Registered Provider at an Affordable Rent.
Certification Fee	the sum of £250 (two hundred and fifty pounds) for the five (5) year period from the date of this Deed and thereafter such sum as is reasonably required by the Council as a contribution towards the Council's reasonable and proper costs incurred in certifying the Discounted Sale Price and that the Disponee is a Qualifying Person pursuant to paragraphs 8.4 and 8.5 of this Schedule
Chargee	any mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") of the Affordable Housing Units or any part thereof or any persons or bodies deriving title through such mortgagee or chargee or Receiver
Discounted Market Sale Unit	an Affordable Housing Unit which is to be sold at the Discounted Sale Price;
Discounted Sale Price	the sum which shall not exceed a figure which equates to eighty percent (80%) of the price which a Discounted Market Sale Unit could command if offered on the open market free from the restrictions of this Deed for sale to a willing purchaser at the date of the proposed Disposal

Expression	Meaning
Discounted Sale Restriction	the restriction to be entered in the Proprietorship Register at the Land Registry in relation to each Discounted Market Sale Unit in the following terms (subject to any amendments thereto required by the Land Registry and agreed between the parties hereto): "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by Kirklees Council or its solicitor or conveyancer that the provisions of paragraph 7 of the Fifth Schedule of the Section 106 Agreement dated [] containing planning obligations relating to land at the former Storthes Hall Student Village, Storthes Hall Lane, Kirkburton, Huddersfield, HD8 0WA between the Council of the Borough of Kirklees and Ubrique Investments Limited and Habib Bank Zurich plc Holdings Limited have been complied with or that they do not apply to the disposition".
Disponee	means a potential Qualifying Person to whom the Owner for the time being proposes to dispose of a Discounted Market Sale Unit to.
Disposal	means (save in respect of the disposal of First Homes) the transfer of the freehold or the grant of an option to call for such a transfer and reference to 'Dispose' or 'Disposed' or 'Disposition' shall be construed accordingly.
Eligible Person	an individual who: (a) has an annual income of no greater than £80,000.00; and (b) is unable to afford to purchase a home that meets their needs on the open market

Expression	Meaning
Intermediate Housing Units	those Affordable Housing Units which are either Discount Market Sale Units or Shared Ownership Units.
Market Dwelling	any Dwelling that is not an Affordable Housing Unit
Off-Site Affordable Housing Contribution	the sum of 20% of the gross sale price of the relevant Dwelling payable by the Owner to the Council only in the circumstances at paragraph 4.3 of this Schedule and to be applied by the Council towards a provision of Affordable Housing within the Councils administrative area.
Protected Tenant	any tenant who: (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit; (c) has acquired an Affordable Housing Unit from a Registered Provider through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, or any amendment or replacement thereof; (d) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the equity in the Affordable Housing Unit is owned by the Tenant and the remainder is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining equity so that the tenant becomes the owner of the freehold or leasehold unencumbered by the provisions of this Schedule

Expression	Meaning
	and any person or body and/or their mortgagee deriving title through or from any of the parties mentioned in paragraphs (a) to (d) above.
Qualifying Criteria	are: a) the Local Connection Criteria; and b) the Financial Criteria; or c) such other criteria as the Council (acting reasonably at all times) may determine from time to time having regard to local housing needs;
Qualifying Person	a person who is unable to meet their needs in the existing local housing market without assistance through discounted sale price and who also satisfies the Qualifying Criteria.
Registered Provider	a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 or any company or other body approved by Homes England for receipt of social housing grant as may be proposed by the Owner and approved by the Council
Rented Dwelling	any Dwelling identified as a Rented Dwelling on the Affordable Housing Plan which shall either be provided as a Social Rented Dwelling or an Affordable Rented Dwelling but for the avoidance of doubt is not a Shared Ownership Unit.
Shared Ownership Terms	a lease of the Dwelling in substantially the form of one of the model leases published by or on behalf of Homes England for a premium that is when the Dwelling is first acquired less than the open market value of the Dwelling but is at least 25% of that value but no more than 75% of that value representing the share of the equity in the Dwelling owned by the Occupier and subject to the Occupier paying a rent to a Registered Provider for that share of the equity still owned by the Registered Provider

Expression	Meaning
	and containing provision for the Occupier to acquire a larger share of the equity than initially purchased up to 100% of that equity whereupon the Occupier ceases to be subject to the provisions of this Schedule
Shared Ownership Units	a Dwelling shown on the Affordable Housing Plan as to be provided to Occupiers on Shared Ownership Terms

2. AFFORDABLE HOUSING PLAN

2.1. A proposed Affordable Housing Plan shall be submitted to the Council with every application for approval of Relevant Reserved Matters which complies with the following

2.1.1. It identifies all of the Dwellings in a Phase that are to be Affordable Housing Units

2.1.2. It identifies the tenure of each Affordable Housing Unit so identified

2.1.3. It shows that

2.1.3.1. at least 55% of the Affordable Housing Units are to be Affordable Rented Housing Units

2.1.3.2. at least 20% of the Affordable Housing Units are to be Intermediate Housing Units; and

2.1.3.3. the remaining 25% are to be First Home Units (as defined in Schedule 6)

2.1.4. it shows a reasonable distribution of Affordable Housing Units across the relevant Phase of the Site and avoids more than three Affordable Housing Units being located next to each other or in a group

~~2.2. If the Council shall within 30 Working Days of the submission of any proposed Affordable Housing Plan~~

~~2.2.1. refuse to approve it giving reasons therefore then a further Affordable Housing Plan shall be submitted to the Council for approval having regard to the reasons given for refusal before invoking the provisions of Clause 11~~

22/08/2025
28/8/2025

22/08/2025
28/8/2025

22/08/2025
28/8/2025

~~2.2.2. give written approval to the propose Affordable Housing Plan or fail to approve or refuse approval for the proposed Affordable Housing Plan that proposal shall constitute the Affordable Housing Plan for the purposes the relevant Phase of the Development.~~

22/08/2025
28/8/2025

2.3. The Development shall not Commence on a Phase until the Affordable Housing Plan relevant to that Phase has been approved ~~or deemed approved pursuant to paragraph 2.2.2 above~~

22/08/2025
28/8/2025

2.4. As part of the carrying out of the Development the Owner shall ensure that the Affordable Housing Units shall be provided in accordance with the Affordable Housing Plan.

3. PROVISION OF AFFORDABLE HOUSING

3.1. The Owner shall notify the Council of the Practical Completion of each Affordable Housing Unit within 14 days thereof.

3.2. No more than 75% of the Market Dwellings on a Phase shall be Occupied until all of the Affordable Housing Units to be provided on that Phase have been constructed and are ready for Occupation.

3.3. Subject only to paragraphs 4.3 and 6 of this Schedule, the Owner shall not permit the Affordable Housing Units to be Occupied or used other than as Affordable Housing.

4. TRANSFER OF THE AFFORDABLE HOUSING UNITS

4.1. The Owner shall offer to Transfer each Affordable Housing Unit (excluding the First Homes and any Affordable Housing Unit designated in the Affordable Housing Plan as a Discount Market Sale Unit) to a Registered Provider at the Affordable Housing Price and shall not Commence the Development on a Phase until details of the Registered Provider to whom the Affordable Housing Unit has been offered (the "Initial Offer") is supplied to the Council.

4.2. Following the date of the Initial Offer the Owner shall use reasonable endeavours to Transfer each Affordable Housing Unit (excluding the First Homes and any Affordable Housing Unit designated in the Affordable Housing Plan as a Discount Market Sale Unit) to a Registered Provider at the Affordable Housing Price.

4.3. In the event that:

4.3.1. despite Reasonable Endeavours the Owner has not entered into a Contract within a period of 6 (six) calendar months from the date of the Initial Offer (or such shorter period of time that may be agreed in writing by the Council); and

4.3.2. the Owner has produced evidence in writing to the reasonable satisfaction of the Council that it has used Reasonable Endeavours to enter into such Contract

then (subject only to the prior receipt of both the Affordable Housing Financial Contribution and the Administration Charge in respect of the Affordable Housing Unit the Owner may Transfer the Affordable Housing Unit on the open market free of the restrictions at paragraph 3.3 above.

4.4. In the event that the Owner is free to offer the Affordable Housing Unit for sale on the open market pursuant to the provisions of this paragraph 4 the Owner shall serve a written notice on the Council confirming that they intend to sell the Affordable Housing Unit on the open market (**Owner's Notice**).

4.5. The Owner shall within 28 (twenty eight) days of the date of the Owner's Notice pay to the Council the Affordable Housing Financial Contribution and the Administration Charge in respect of the Rented Affordable Housing Unit and shall not complete the transfer of such Rented Affordable Housing Unit until both the Affordable Housing Financial Contribution and the Administration Charge in respect thereof has been paid.

5. **AFFORDABLE RENTED DWELLINGS**

5.1. In the event that the Registered Provider elects to use and Occupy any Rented Affordable Housing Unit as an Affordable Rented Dwelling or the Affordable Housing Plan identifies the Rented Dwelling as being one that is to be an Affordable Rented Dwelling, the provisions of this Paragraph 5 shall apply to the Affordable Rented Dwelling.

5.2. the Affordable Rented Dwelling shall not be Occupied otherwise than as an Affordable Rented Dwelling by an Eligible Person.

5.3. No Affordable Rented Dwelling shall be occupied unless or until the Registered Provider owning that Affordable Rented Dwelling enters into an agreement with the Council to allocate such Affordable Rented Dwelling in accordance with the Council's choice-based lettings system called Choose n Move.

6. **SHARED OWNERSHIP DWELLING**

- 6.1. The following provisions of this paragraph 6 shall apply to any Affordable Housing Units that are to be provided as Shared Ownership Dwellings in accordance with an Affordable Housing Plan.
- 6.2. No Shared Ownership Dwelling shall be Occupied otherwise than by an Eligible Person on Shared Ownership Terms.
- 6.3. Allocation of the Shared Ownership Dwelling shall be in accordance with the Registered Provider's own allocations policy.

7. **EXCLUSIONS TO THIS SCHEDULE**

- 7.1. The obligations in this Schedule 5 shall not be binding on:
- 7.1.1. any Protected Tenant (or any mortgagee or chargee, receiver or administrative receiver of the Protected Tenant) or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees;
- 7.1.2. any Chargee (subject only to paragraph 7.2 below); or
- 7.1.3. any purchaser of an individual Affordable Housing Unit from a mortgagee or chargee pursuant to any default by an individual mortgagor of an Affordable Housing Unit or any person deriving title from that individual mortgagor.
- 7.2. This Schedule 5 of this Deed shall not be binding on a Chargee PROVIDED THAT:
- 7.2.1. such Chargee has first given written notice to the Council of its intention to dispose of the relevant Affordable Housing Unit(s) and thereafter has used Reasonable Endeavours over a period of three months from the date of the written notice to complete a Transfer of the relevant Affordable Housing Unit(s) to a Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and
- 7.2.2. If such Transfer has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Housing Unit(s) free from the

obligations in this Schedule 5 of this Deed which thereafter will determine absolutely in respect of such Affordable Housing Unit(s).

8. **DISCOUNTED MARKET SALE UNITS**

- 8.1. Subject to the terms of this Deed no Discounted Market Sale Unit shall be Occupied otherwise than by a Qualifying Person together with their family or any other person who may reasonably be expected to reside with that Qualifying Person.
- 8.2. Subject to the terms of this Deed no Discounted Market Sale Unit shall be sold at a sale price that is greater than the Discounted Sale Price.
- 8.3. The Owner shall use all reasonable endeavours to
 - 8.3.1. dispose of the Discounted Market Sale Units to Qualifying Persons in accordance with the Marketing Strategy; and
 - 8.3.2. to complete a transfer of a Discounted Market Sale Unit as soon as reasonably practicable following an agreement Subject to Contract to acquire a Discounted Market Sale Unit
- 8.4. On every first disposal and on each subsequent disposal, no disposal of a Discounted Market Sale Unit shall take place and no Discounted Market Sale Unit shall be Occupied until and unless the Council has certified:
 - 8.4.1. the Discounted Sale Price; and
 - 8.4.2. that the intended Disponee is a Qualifying Person;
- 8.5. In order for the Council to certify the relevant details pursuant to paragraph 8.4 above, the Owner shall provide to the Council the following:
 - 8.5.1. a copy of a RICS valuation report such valuation to have been carried out no more than 6 months prior to its submission to the Council and such valuation to be agreed by the Council;
 - 8.5.2. details of the proposed Discounted Sale Price for the relevant Discounted Market Sale Unit;
 - 8.5.3. confirmation that the Qualifying Person meets the Qualifying Criteria;

- 8.5.4. a letter from a reputable mortgage lender stating the maximum that they are able to lend to the Disponee which must be at or above the Discounted Sale Price but not at or above the Open Market Value of the Discounted Market Sale Unit;
 - 8.5.5. a copy of the draft sale contract in respect of the disposal to the Disponee;
 - 8.5.6. the Certification Fee
- 8.6. Where the Owner for the time being has provided the Council with all of the details as required pursuant to paragraph 8.5 above, the Council acting reasonably at all times shall within 15 Working Days either:
- 8.6.1. notify the Owner that it agrees with the details provided and therefore certify that the Disponee is a Qualifying Person and the Discounted Sale Price; or
 - 8.6.2. notify the Owner that it does not agree with the details provided.
- 8.7. If the Council notifies the Owner that it does not agree with the Open Market Value pursuant to paragraph 8.6.2 above then the Owner and the Council shall use reasonable endeavours for a further 20 Working Days to agree the relevant details but if those details still cannot be agreed between the Owner and the Council within those further 20 Working Days then the Open Market Value will be determined as a Dispute in accordance with Clause 11
- 8.8. If pursuant to paragraph 8.6.1 above the Council notifies the Owner that it does not agree that the Disponee is a Qualifying Person the matter shall be referred for determination as a Dispute in accordance with clause 11
- 8.9. The contract for the disposal of a Discounted Market Sale Unit shall include covenants to the effect that:
- 8.9.1. the Discounted Market Sale Unit is to be sold at a Discounted Market Sale Price;
 - 8.9.2. the Disponee acknowledges that the Dwelling is a Discounted Market Sale Unit as defined in this Deed; and
 - 8.9.3. the Disponee is a Qualifying Person as defined in this Deed, such covenant to also set out the basis upon which the Qualifying Person satisfies the Local Connection Criteria;

8.10. No Discounted Market Sale Unit shall be Occupied unless it is (or in the case of the first sale will following completion of the registration at the Land Registry of the transfer of such Discounted Market Sale Unit be) subject to the Discounted Sale Restriction on the register of title to the relevant Discounted Market Sale Unit.

8.11. If either

8.11.1. after the end of a period of 3 months from the Substantial Completion of a Discounted Market Sale Unit the Owner has not been able to reach agreement with a purchaser on a Subject to Contract basis for the transfer to it of the Discounted Market Sale Unit at the Discounted Sale Price; or

8.11.2. after a period of 6 months from the Substantial Completion of a Discounted Market Sale Unit there has not been a completed transfer of the freehold interest of the Discounted Market Sale Unit,

then the Owner shall be able to request the Council's approval to dispose of the Discounted Market Sale Units at Open Market Value such approval not to be unreasonably withheld or delayed provided that:

8.11.3. the Owner has used all reasonable endeavours to market and dispose of the Discounted Market Sale Units pursuant to paragraph 7.3 of this Fifth Schedule and provides evidence to the Council of those reasonable endeavours; and

8.11.4. the Owner pays to the Council twenty percent (20%) of the gross sale price of the relevant Dwelling received by the Owner on the disposal of each of those Discounted Market Sale Units as an Off- Site Affordable Housing Contribution; and

8.11.5. the Owner pays to the Council the Administration Charge.

8.12. For the purposes of this Deed a Discounted Market Sale Unit shall be deemed to have been provided upon the date when the Owner has paid the Off-Site Affordable Housing Contribution in respect of that Dwelling pursuant to paragraph 8.11 above and thereafter the provisions of this paragraph 8 of this Schedule shall cease and determine in respect of that Dwelling.

Intentionally Blank

SCHEDULE 6
FIRST HOMES

1. INTERPRETATION

- 1.1. In addition to the definitions in Clause 1 in this Schedule and Schedule 8 the following expressions shall have the following meanings:

Expression	Meaning
Additional First Homes Contribution	the lowest of: (a) 30% of the net proceeds of sale after deduction of any SDLT payable by the First Home Owner as a result of the disposal of the First Home and the reasonable cost of selling; and (b) the proceeds of sale less the amount due and outstanding to any First Homes Mortgagee of the First Homes Unit under relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Home Owner to the First Homes Mortgagee under the terms of any mortgage
Affordable Housing Plan	the plan submitted to and approved by the Council pursuant to Schedule 5 showing (inter alia) the location of the First Home Units to be provided as part of the Development or such other plan as may be approved by the Council in writing;
Chargee	any mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") of the Affordable Housing Units or any part thereof or any persons or bodies deriving title through such mortgagee or chargee or Receiver

Expression	Meaning
Compliance Certificate	the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National) and unless paragraph 5.4 below applies the Eligibility Criteria (Local)
Armed Service Member	(a) a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force (b) a former member of (a) above who was a member within the 5 (five) years prior to the purchase of the First Home, (c) a divorced or separated spouse or civil partner of (a) above (d) a spouse or civil partner of a deceased member or former member of (a) above whose death was caused wholly or partly by their service;
Authority to Exchange	a notice served by the Council to the Owner (which for the purposes of this definition shall include the Owner and any First Homes Owner) providing the Council's consent to exchange contracts on the First Home such notice to be issued after: a) an Authority to Proceed has been issued; and b) the Owner has submitted a request to the Council for an Authority to Exchange to be issued following a mortgage offer having been received by the intended purchaser and contract having been agreed between the Owner and the intended purchaser;
Authority to Proceed	a notice from the Council to the Owner (which for the purposes of this definition shall include the Owner and any First Homes Owner) notifying the Owner that the intended purchaser meets the Eligibility Criteria (National) and/or the Eligibility Criteria (Local) unless paragraph 5.4 below applies;

Expression	Meaning
Close Family	a spouse, civil partner, partner, parent, son, daughter, sibling, grandparent;
Disposal	a Transfer of a First Home other than: a) a letting or sub-letting in accordance with paragraph 6 below; b) a Transfer of a First Home Unit or land on which a First Home Unit is to be provided before that First Home Unit is made available for occupation except where the Transfer is to a First Home Owner; or c) an Exempt Disposal and Disposed of and Disposing shall be construed accordingly.
Eligibility Criteria (National)	criteria which are met in respect of a purchase of the First Home Unit if: a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and b) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (National).
Eligibility Criteria (Local)	the criteria published by the Council in the document entitled "First Homes Provision Statement Kirklees Council December 2021" (or any subsequent updating/replacing documentation) at the date of the relevant Disposal of a First Home which are met in respect of a Disposal of a First Home if: a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (Local) (if any); and b) any or all of criteria (i) to (iii) below are met: (i) the purchaser meets the First Homes Local Connection Criteria (or in the case of a joint

Expression	Meaning
	purchase at least one of the joint purchasers meets the First Homes Local Connection Criteria); and/or (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member; and/or (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is a Key Worker)
Exempt Disposal	the Disposal of the First Homes Unit in one of the following circumstances: (a) a Disposal to a spouse or civil partner upon the death of the First Home Owner; (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Home Owner; (c) Disposal to a former spouse or former civil partner of a First Home Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order; (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 6 of Schedule 6, shall apply to such sale); PROVIDED THAT in each case other than (d) the person to whom the Disposal is made complies with the terms of paragraph 4 of Schedule 6,.
First Home	a Dwelling as identified on the Affordable Housing Plan to be Disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the First Home Discount Market Price and which on its first Disposal does not exceed the Price Cap;

Expression	Meaning
First Homes Administration Charge	the reasonable and proper costs incurred by the Council in consideration of the evidence provided to it pursuant to paragraph 5.6.1 below and the provision of the Compliance Certificate;
First Home Discount Market Price”	a sum which is the Market Value of the First Homes Unit discounted by at least 30%;
First Home Owner	the person or persons having the freehold or leasehold interest (as applicable) in the First Homes Unit other than: a) the party named herein as ‘the Owner’; or b) another developer or other entity to which the freehold interest or leasehold interest in a First Homes Unit or in the land on which a First Homes Unit is to be provided has been Transferred before that First Homes Unit is made available and is Disposed of for occupation as a First Home; or c) a tenant or sub-tenant of a permitted letting under paragraph 5 of this Schedule.
First Homes Mortgagee	any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari’ah compliant finance for the purpose of acquiring a First Home.
First Homes Unit	a Dwelling identified as a First Home on the Affordable Housing Plan which shall be provided as a First Home in accordance with this Schedule,.
First Time Buyer	a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003

Expression	Meaning
Income Cap (Local)	£80,000.00 (EIGHTY THOUSAND POUNDS ONLY) or such other local income cap as may be published from time to time by the Council and is in force at the time of the relevant Disposal of the First Home;
Income Cap (National)	£80,000.00 (EIGHTY THOUSAND POUNDS ONLY) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant Disposal of the First Home;
Initial Disposal	the first Disposal of the First Homes Unit following Practical Completion;
Local Connection Criteria	criteria which are met by a person who satisfies one or more of (a) to (g) below: (a) currently lives in the Locality as their primary residence and has done so for the past 3 years; (b) previously lived in the Locality as their primary residence for at least 5 years cumulatively within the past 10 years; (c) has Close Family ordinarily resident in the Locality and that Close Family has been ordinarily resident in the Locality for the past 3 years; (d) needs to move to the Locality to receive or provide care or support; (e) is employed full time on a permanent basis for more than 16 hours per week in the Locality or is about to take up an offer of permanent full-time employment in the Locality; (f) needs to move to the Locality to be close to local facilities because of a specific identified need; (g) has some other connection to the Locality as approved by the Council in writing;

Expression**Meaning**

OR

such other local connection criteria as may be published by the Council from time to time as its "First Homes Local Connection Criteria" (or equivalently so titled) and which is in operation at the time of the relevant Disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant Disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that Disposal;

Locality

the administrative area of the Borough of Kirklees.

Marketing Strategy

the strategy approved by the Council pursuant to paragraph 5.2 below detailing the marketing measures to be undertaken to Dispose of the First Homes Unit to a Qualifying Person prior to the Initial Disposal.

Market Dwelling

any Dwelling that is not an Affordable Housing Unit

Market Value

the open market value as assessed by a Valuer in accordance with the RICS Valuation - Professional Standards (as applicable at the date of assessment or any such replacement guidance issued by the Royal Institution of Chartered Surveyors) and agreed between the Council and the Owner as being the open market value of the First Homes Unit at which the sale of an interest in the First Home Unit would have been completed unconditionally for cash consideration on the date of the valuation assuming:

- (a) a willing seller and a willing buyer;
- (b) that any restrictions imposed on the First Homes Unit in this Schedule are disregarded;
- (c) that there are no restrictions as to the persons who may occupy the First Homes 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;

Expression	Meaning
Price Cap	the amount for which the First Home Unit is sold after the application of the First Homes Discount Market Price which on its first Disposal shall not exceed TWO HUNDRED AND FIFTY THOUSAND POUNDS (£250,000) or such other amount as may be published from time to time by the Secretary of State;
Qualifying Person	a person who meets the Eligibility Criteria (National) and (unless paragraph 5.4 of this Schedule applies) the Eligibility Criteria (Local);
SDLT	Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect

2. **OBLIGATIONS**

- 2.1. Subject always to Paragraph 5.1, unless otherwise agreed in writing by the Council, the Owner covenants with the Council as below save that
- 2.1.1. paragraphs 3 and 4 of this Schedule 6 shall not apply to a First Homes Owner;
- 2.1.2. paragraphs 5 and 6 of this Schedule 6 apply as set out therein and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and
- 2.1.3. paragraph 6 shall apply as set out therein.

3. **FIRST HOMES STANDARDS**

- 3.1. The First Homes Units shall not be visually distinguishable from the Market Dwellings based upon its external appearance.
- 3.2. The internal specification of the First Homes Units shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwellings but (subject to that requirement) variations to the internal specifications of the First Homes Unit are permitted.

4. **DISTRIBUTION**

- 4.1. As part of the carrying out of the Development the Owner shall ensure that the First Home Units shall be provided in accordance with the Affordable Housing Plan.

5. **DELIVERY MECHANISM**

- 5.1. The Owner (which for the purposes of this Schedule shall include the Owner and any First Homes Owner) shall not Dispose of or Occupy any First Home other than in accordance with this paragraph 5 and paragraph 6 of this Schedule 6.

- 5.2. Prior to Commencement of the Development comprised in a Relevant Reserved Matter Approval the Owner shall submit to the Council a draft Marketing Strategy for the Council's approval and the Owner shall not Commence the Development comprised in a Relevant Reserved Matter Approval unless and until such marketing strategy has been approved by the Council (or by the Expert pursuant to Clause 11) and thereafter each First Homes Unit shall only be Disposed of according to the terms of the Marketing Strategy.

- 5.3. Each First Homes Unit shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as a First Home to a person or person(s) meeting:

5.3.1. the Eligibility Criteria (National); and

5.3.2. the Eligibility Criteria (Local).

- 5.4. If after a First Homes Unit has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 5.3.2 shall cease to apply.

- 5.5. Subject to paragraphs 5.8 to 5.12, the First Homes Unit shall not be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a First Homes Mortgagee.

- 5.6. The First Homes Unit shall not be Disposed of (whether on a first or any subsequent sale) unless and until:

5.6.1. The Council has been provided with evidence that:

- 5.6.1.1. the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 5.4 applies meets the Eligibility Criteria (Local) (if any);
- 5.6.1.2. the First Homes Unit is being Disposed of as a First Home at the First Homes Discount Market Price; and
- 5.6.1.3. the transfer of the First Homes Unit includes:
 - 5.6.1.3.1. a definition of the "Council" which shall be "the Council of the Borough of Kirklees of Town Hall, Huddersfield, West Yorkshire"
 - 5.6.1.3.2. a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in Schedule 6 of the Section 106 Agreement a copy of which is attached hereto as the Annexure."
 - 5.6.1.3.3. a definition of "Section 106 Agreement" in the following terms:

"means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [DATE OF THIS DEED] made between (1) Ubrique Investments Limited and (2) the Council of the Borough of Kirklees"
 - 5.6.1.3.4. a provision that the First Homes Unit is sold subject to and with the benefit of the First Homes Provisions and the transferee acknowledges that it may not transfer or otherwise Dispose of the First Homes Unit or any part of it other than in accordance with the First Homes Provisions;
 - 5.6.1.3.5. a copy of the First Homes Provisions in an Annexure; and
 - 5.6.1.3.6. the First Homes Administration Charge has been paid to the Council by the Owner in respect of the Initial Disposal and the owner of the First Home on all subsequent disposals;

- 5.6.2. the Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 5.5 and 5.6.1 have been met.
- 5.6.3. the Council has issued the Authority to Proceed and the Authority to Exchange and the Council hereby covenants that it shall issue:
- 5.6.3.1. the Authority to Proceed within fifteen (15) Working Days of being provided with the relevant information pursuant to paragraphs 5.6.1.1 and 5.6.1.2 above;
- 5.6.3.2. the Authority to Exchange and Compliance Certificate within twenty (20) Working Days of receiving a request to issue the Authority to Exchange and having been provided with evidence sufficient to satisfy it that requirement of paragraphs 5.5 and 5.6.1 have been met.
- 5.7. On the first Disposal of each and every First Homes Unit the Owner shall apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Homes Unit of the following restriction:
- "No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by the Council of the Borough of Kirklees of Town Hall, Huddersfield, West Yorkshire or its solicitor or licenced conveyancer that the provisions of Paragraph 5.6 of Schedule 6 (the First Homes provision) of the agreement dated and made pursuant to Section 106 of the Town and Country Planning Act 1990 between Insert Owner/developer/mortgagee. and the Council of the Borough of Kirklees have been complied with or that they do not apply to the disposition"*
- 5.8. The owner of a First Homes Unit (which for the purposes of this clause shall include the Owner and any First Home Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:
- 5.8.1. the First Homes Unit has been actively marketed as a First Home for six (6) months in accordance with paragraphs 5.1 and 5.4 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and reasonable endeavours have been

made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 5.5 and 5.6.1; or

- 5.8.2. requiring the First Home Owner to undertake active marketing for the period specified in paragraph 5.8.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Home Owner undue hardship.
- 5.9. Upon receipt of an application served in accordance with paragraph 5.8 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is Disposed of to it at the First Home Discount Market Price.
- 5.10. If the Council is satisfied that either of the grounds in paragraph 5.8 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 5.8 that the relevant Dwelling may be Disposed of:
- 5.10.1. to the Council at the First Home Discount Market Price; or
- 5.10.2. (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home.

and on the issue of that written confirmation the obligations in this Schedule which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 5.12 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is Disposed of other than as a First Home

- 5.11. If the Council does not wish to acquire the relevant First Homes Unit itself and is not satisfied that either of the grounds in paragraph 5.8 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 5.8 serve notice on the owner of the First Homes Unit setting out the further steps it requires the owner to take to secure the Disposal of that Dwelling as a First Home and the timescale (which shall be no longer than six (6) months) **PROVIDED THAT** if at the end of that period the owner of the First Homes Unit has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with paragraph 5.8 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.

5.12. Where a First Homes Unit is Disposed of other than

5.12.1. as a First Home; or

5.12.2. to the Council at the First Home Discount Market Price in accordance with paragraphs 5.10 or 5.11 above

the Owner of the First Homes Unit shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution.

5.13. Upon receipt of the Additional First Homes Contribution the Council shall:

5.13.1. within 20 Working Days of such receipt provide a completed application to enable the removal of the restriction on the title set out in paragraph 5.6.3 where such restriction has previously been registered against the relevant title; and

5.13.2. apply all monies received towards the provision of Affordable Housing within the Council's administrative area.

5.14. Any person who purchases a First Homes Unit free of the restrictions in this Schedule pursuant to the provisions in paragraphs 5.11 and 5.12 shall not be liable to pay the Additional First Homes Contribution to the Council.

6. **USE OF THE FIRST HOMES**

6.1. Each First Homes Unit shall be used only as the main residence of the First Home Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed **PROVIDED THAT** letting or sub-letting shall be permitted in accordance with paragraphs 6.1.1 to 6.1.4 below inclusive.

6.1.1. A First Home Owner may let or sub-let their First Homes Unit for a fixed term of no more than two (2) years, provided that the First Home Owner notifies the Council in writing before the First Homes Unit is Occupied by the prospective tenant or sub-tenant (and a First Home Owner may let or sub-let their First Homes Unit pursuant to this paragraph more than once during that First Home Owner's period of ownership **PROVIDED THAT** the aggregate of such lettings or sub-lettings during a First Home Owner's period of ownership may not exceed two (2) years).

6.1.2. In addition, a First Home Owner may let or sub-let their First Homes Unit for any period provided that the First Home Owner notifies the Council and the Council

consents in writing to the proposed letting or sub-letting and in such case the Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

- 6.1.2.1. the First Home Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
 - 6.1.2.2. the First Home Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;
 - 6.1.2.3. the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - 6.1.2.4. the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - 6.1.2.5. the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - 6.1.2.6. the First Home Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.
- 6.1.3. A letting or sub-letting permitted pursuant to paragraph 6.1.1 or 6.1.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.
- 6.1.4. Nothing in this paragraph 6 prevents a First Home Owner from renting a room within their First Home or from renting their First Homes Unit as temporary sleeping accommodation provided that the First Homes Unit remains at all times the First Home Owner's main residence.

7. EXCLUSIONS AND RELEASE

- 7.1. The obligations in paragraphs 1-5 of this Schedule in relation to First Homes Units shall not apply to any First Homes Mortgagee or any receiver (including an administrative receiver appointed by such First Homes Mortgagee or any other person appointed under any security documentation to enable such First Homes Mortgagee to realise its security

or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such First Homes Mortgagee or Receiver **PROVIDED THAT:**

- 7.1.1. such First Homes Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Homes Unit; and
- 7.1.2. once notice of intention to Dispose of the relevant First Homes Unit has been given by the First Homes Mortgagee or Receiver to the Council the First Homes Mortgagee or Receiver shall be free to sell that First Homes Unit at its full Market Value and subject only to paragraph 7.1.3; and
- 7.1.3. following the Disposal of the relevant First Homes Unit the First Homes Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional First Homes Contribution.
- 7.1.4. following receipt of notification of the Disposal of the relevant First Homes Unit the Council shall:
 - 7.1.4.1. forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 5.6.3; and
 - 7.1.4.2. apply all such monies received towards the provision of Affordable Housing.

Intentionally
Blank

SCHEDULE 7
BIODIVERSITY

1. INTERPRETATION

- 1.1. In addition to the definitions in Clause 1, in this Schedule and Schedule 8 the following expressions shall have the following meanings:

Expression	Meaning
Biodiversity Net Gain Contribution	the sum set out in the Ecological Design Strategy
Biodiversity Net Gain Measures	measures to secure measurable improvements for biodiversity by creating or enhancing habitats in association with the Development in order to leave the Site in a measurably better state than it was prior to Commencement of Development and to be calculated using the Statutory Biodiversity Metric 4.0 as published by Natural England or such successor metric
Biodiversity Strategy	a strategy to be submitted by the Owner in respect of each application for Reserved Matters Approval setting out how the Development comprised within that Phase will secure Biodiversity Net Gain in accordance with the approved Ecological Design Strategy such strategy to include the following details: (a) an explanation of how the ecological mitigation hierarchy has been applied, so as to avoid, mitigate or compensate for loss of biodiversity in respect of the relevant Reserved Matters Approval; (b) an up to date baseline assessment of the land comprised in the relevant Reserved Matters Approval; (c) a measured assessment of the proposed strategy to demonstrate the Biodiversity Net Gain secured; (d) a programme for the implementation of the strategy in respect of the relevant Reserved Matters Approval to secure the proposed Biodiversity Net Gain measures;

- (e) details of any third party land required to secure any off-Site measures proposed to achieve the required Biodiversity Net Gain and details of any legal agreements proposed to secure such third party land; and
- (f) a calculation of any Biodiversity Net Gain Contribution;

Ecological Design Strategy means the strategy submitted to and approved by the Council in order to discharge the relevant condition of the Planning Permission and which will detail the Biodiversity Net Gain to be provided both on and off Site and the total amount of Biodiversity Contribution that may be payable and shall also include On-Site Open Space Masterplan

Third Party Land any land that is not part of the Site and is not owned or controlled by the Owner that the Biodiversity Strategy proposes should accommodate any Biodiversity Net Gain Measures

The Owner covenants in respect of the Site with the Council as follows:

2. **APPROVAL OF BIODIVERSITY STRATEGY**

- 2.1. Each application for Reserved Matters Approval shall be accompanied by a Biodiversity Strategy for approval by the Council and Development comprised within a Phase shall not Commence unless and until the Council has approved the Biodiversity Strategy for that Phase.
- 2.2. Development comprised within each Phase shall be implemented in full accordance with the Biodiversity Strategy.

3. **ON-SITE BIODIVERSITY NET GAIN MEASURES**

- 3.1. Where the approved Biodiversity Strategy for a Phase requires the Biodiversity Net Gain Measures to be taken on the Site those parts of the Site identified in that Biodiversity Strategy shall become and constitute part of the Managed Areas and shall be managed and maintained as such in accordance with the provisions of Schedule 3 and in addition shall be so maintained from the date.

4. **BIODIVERSITY CONTRIBUTION**

- 4.1. Where an approved Biodiversity Strategy requires a Biodiversity Contribution to be paid that Biodiversity Contribution shall be paid to the Council prior to Commencement of Development comprised within the relevant Phase and no development comprised within that Phase shall Commence unless and until the Biodiversity Contribution has been paid in full.

5. **OFF-SITE BIODIVERSITY NET GAIN MEASURES**

- 5.1. Where an approved Biodiversity Strategy requires Biodiversity Net Gain Measures to be undertaken on Third Party Land suitable legally enforceable agreements with the owner or other party with control of the Third Party Land shall be entered into and copies of those agreements provided to the Council for approval prior to Commencement of Development comprised within the Phase that the Reserved Matters Approval relates to
- 5.2. Any such agreement as is referred to in paragraph 5.1 must be enforceable by the Council and must secure that the Biodiversity Net Gain Measures to be taken on the Third Party Land will be maintained for the period mentioned in paragraph 3.1 above
- 5.3. No Development comprised within the Phase that Reserved Matters Approval relates to shall Commence unless and until the Council has certified that the said legal agreements are satisfactory

Intentionally Blank

SCHEDULE 8
COUNCIL'S COVENANTS

1. RECEIPT OF CONTRIBUTIONS

- 1.1. The Council shall issue separate receipts on request for any Contributions paid to it pursuant to this Deed.
- 1.2. The Council will place all sums received pursuant to this Deed in an interest bearing account (or in separate interest bearing accounts as the Council shall at its discretion decide).
- 1.3. The Council will use:
 - 1.3.1. the Additional First Homes Contribution for the purposes set out in paragraph 5.13 of Schedule 6
 - 1.3.2. the Affordable Housing Financial Contribution for the provision of Affordable Housing in and/or around the Locality and for the purposes hereof and without prejudice to the generality may use the contribution to fund or part fund Affordable Housing to be provided by any Registered Provider
 - 1.3.3. the Education Contributions towards the provision of either primary school or secondary school places in priority admission area schools or such other schools within the geographical vicinity of the Site where a need for additional primary school or secondary school places arises as a result of the Development
 - 1.3.4. all other Contributions for the purposes set out in definitions contained in paragraph 1 of Schedule 2 of this Deed.
- 1.4. The Council will not apply any sums received pursuant to this Deed for any purpose other than as described in this Deed.
- 1.5. The Council shall on reasonable request by the Owner provide details of the sums collected and retained, the interest accrued, the sums expended and the purposes for which the sums have been expended **PROVIDED THAT** the Council shall not be obliged to comply with more than one such request within any 12 month period.
- 1.6. The Council shall upon written request repay any Contributions or parts thereof paid to it under this Deed (plus any actual interest accrued) to the person who made the payment if not committed by contract or expended within 10 years from the date of payment.

2. **PERFORMANCE**

- 2.1. The Council shall on reasonable request by the Owner issue written confirmation that each Planning Obligation has been performed.
- 2.2. In the event that the Council is satisfied that all of the Planning Obligations have been performed, the Council will thereafter cancel all relevant entries in the register of local land charges.

EXECUTION

EXECUTED (but not delivered until the date hereof) **AS A DEED** by **UBRIQUE INVESTMENTS LIMITED** a company incorporated in Guernsey acting by **PRAXIS DIRECTORS ONE LIMITED** and **PRAXIS DIRECTORS TWO LIMITED** who, in accordance with the laws of that territory, are acting under the authority of the company

Signature of the authorised signatory of
Praxis Directors One Limited

PRAXIS DIRECTORS ONE LIMITED a company incorporated in Guernsey is acting by Nicola Archer + Tam Zieser who, in accordance with the laws of that territory, are acting under the authority of the company

Signature of the authorised signatory of
Praxis Directors Two Limited

PRAXIS DIRECTORS TWO LIMITED a company incorporated in Guernsey is acting by Nicola Archer + Tam Zieser who, in accordance with the laws of that territory, are acting under the authority of the company.

SIGNED AS A DEED by STEPHEN TROTT
and ASIM IMTIAZ
as duly authorised Attorneys for and on behalf of
HABIB BANK ZURICH plc in the presence of

Name of witness AMY BROWNE

Signature of witness

Address_ .

Occupation Credit Officer

EXECUTED AS A DEED (but not delivered until the date of it) by the affixing of **THE CORPORATE COMMON SEAL** of **THE COUNCIL OF THE BOROUGH OF KIRKLEES** in the presence of

Authorised Sealing Officer



022399