

Dated 6th June 2025

THE COUNCIL OF THE BOROUGH OF KIRKLEES

and

HOMES BY HONEY (SITECO 5) LIMITED

and

OAKNORTH BANK PLC

Deed of Variation made pursuant to Section 106A of
the Town and Country Planning Act 1990

Land at Penistone Road and Rowley Lane

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THIS DEED is made

2025

BETWEEN

- (1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Town Hall, Huddersfield, West Yorkshire HD1 2TA (**the Council**); and
- (2) **HOMES BY HONEY (SITECO 5) LIMITED** (CRN: 14869008) of Wards Exchange, 197 Ecclesall Road, Sheffield S11 8HW (**the Owner**); and
- (3) **OAKNORTH BANK PLC** (CRN: 08595042) OF 57 Broadwick Street, London W1F 9QS (**the Chargee**)

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.
- (B) The Owner is the registered freehold proprietor of the Site which is registered at HM Land Registry under Title Number YY191510.
- (C) On 13 December 2023 the Council entered into the Original Agreement in respect of the Site together with Farnley Estates (No. 1) LLP.
- (D) The Owner is the person against whom the obligations in the Original Agreement are enforceable.
- (E) The Chargee holds a charge dated 9 February 2024 over the Site.
- (F) The parties hereby enter into this Deed in order to vary the terms of the Original Agreement as set out in this Deed.

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1. The words and expressions in this Deed shall where the context so requires or admits and except as otherwise provided or required by this Deed have the meanings as given to them in the Original Agreement.
- 1.2. In this Deed the following expressions have the following meanings:

Original Agreement

the agreement made under Section 106 of the Town and Country Planning Act 1990 entered into on 13 December 2023 by (1) The Council of the Borough of Kirklees; and (2) Farnley Estates (No.1) LLP.

2. STATUTORY BASIS

- 2.1. This Deed is made pursuant to Section 106 and Section 106A of the 1990 Act and binds the Site 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.

- 2.2. Save as varied by Clause 3 below the Original Agreement remains 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 the Original Agreement.
- 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. **VARIATION**

- 3.1. The parties hereby agree that the Original Agreement shall from the date that this Deed comes into effect be read and construed and observed and performed subject to the following variation/s:
- 3.2. The following definitions shall be added to Clause 1 of the Original Agreement:

Administration Fee		one percent (1%) of the applicable Affordable Housing Contribution.
Affordable Contribution	Housing	the payment to be made in lieu of the provision of on-site Affordable Housing (or a full complement of) calculated as described in the Council's Affordable Housing and Housing Mix SPD.
Affordable Scheme	Housing	the plan entitled "Planning Layout" with Drawing No. 102 Rev. J attached to this Deed at Annex 3.
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 Dwellings	Rented	those Dwellings to be provided and let at an Affordable Rent (if applicable);
Affordable Units		20% of the Dwellings to be built on the Site as part of the Development to be provided as Affordable Housing in accordance with the provisions of paragraph 9 of the First Schedule and to be split 55% Rented Units and 45% Intermediate Units.
Chargee		a 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 whole or any part of the Affordable Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver.
Discounted Price		a price which does not exceed 80% of the Open Market Value provided that in any event the price on

		first disposal only shall not exceed £250,000.00 (two hundred and fifty thousand pounds) unless the Council agrees otherwise;
DMS Charge	Administration	the reasonable and proper costs incurred by the Council in consideration of the following: (a) consideration of the DMS Unit's Open Market Value and Discounted Price; and (b) the issuing of any approvals required pursuant to paragraphs 9.23-9.35 of the First Schedule in respect of that DMS Unit;
DMS Owner		the owner(s) of an individual DMS Unit pursuant to a disposal completed in accordance with paragraph 9.26 of the First Schedule;
DMS Unit		an Affordable Unit which shall be sold to one or more Qualifying Resident at a price equal to 80% (eighty per cent) of the Open Market Value;
DMS Commuted Sum		(if applicable) the sum to be paid by the Owner to the Council in lieu of the provision of a DMS Unit(s) which shall be calculated at 20% (twenty percent) of the Open Market Value of the relevant DMS Unit as at the date of calculation pursuant to paragraph 9.29 of the First Schedule;
Eligible Person		an individual who is unable to afford to purchase or rent a home that meets their needs on the open market;
Homes England		the Homes and Communities Agency (trading as Homes England) or any body or bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act).
Intermediate Units		an Affordable Unit to be made available for sale and/or rent to an Eligible Person at a cost below market levels and which may include DMS Units and Shared Ownership Units;
Market Units		a Dwelling which is not an Affordable Unit.
Nominations Agreement		an agreement between the Council and the Owner detailing the selection and prioritisation of tenants and occupiers of the Rented Dwellings;
Open 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 an Affordable Housing Unit,

being the price at which the sale of an interest in the Affordable Housing Unit 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 Affordable Housing 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;

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 Affordable Housing Unit is owned by the Tenant and a share 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 shares so that the tenant owns the entire Affordable Housing Unit;

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 Resident

a person(s) who:

- (a) is a first-time buyer (or in the case of joint purchasers, each joint purchaser is a first-time buyer) and 'first-time buyer' shall have the meaning given by paragraph 6 of Schedule 6ZA to the Finance Act 2003;

			(b) has an annual household income (or in the case of a joint purchase, the joint purchasers' combined annual gross income) which does not exceed £80,000.00; and (c) will Occupy the DMS Unit as their sole or main residence;
Registered Provider			a registered provider of social housing as defined in Section 80(2) of the Housing and Regeneration Act 2008 and listed in the registers kept by Homes England under Chapter 3 of that Act.
Rented Units			shall mean either Affordable Rented Dwellings or Social Rented Dwellings;
Right to Shared Ownership			the right to acquire a share in a Rented Unit pursuant to a Shared Ownership Lease in accordance with the terms of the capital funding guide issued by Homes England.
Shared Ownership Lease			such lease as shall from time to time be substantially in accordance with the Homes England model form of shared ownership lease or such other successor bodies model form of lease;
Shared Ownership Units			(if applicable) those Affordable Housing Units to be owned and managed by a Registered Provider such that they shall be occupied on the basis of a Shared Ownership Lease;
Social Rent			a rent set in line with the Government's rent policy for social rented affordable housing to be owned and let by a Registered Provider;
Social Rented Dwellings			the Affordable Housing Units to be made available for letting at a Social Rent (if applicable);
Valuer			a chartered surveyor appointed by agreement between the Owner and the Council to act as an independent expert in the determination of the Affordable Value and the Open Market Value where required in accordance with this Schedule.

- 3.3. The definition of "Education Contribution" in Clause 1 of the Original Agreement shall be deleted and replaced with the following:

"Education Contribution"	the sum of £181,744.00 (one hundred and eighty one thousand seven hundred and forty four pounds) to be paid by the Owner to the Council as a contribution towards improvements to education provisions within
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the vicinity of the Development, required as a consequence of the Development.

- 3.4. A new paragraph 9 shall be added to the First Schedule of the Original Agreement as follows:

9. AFFORDABLE HOUSING

Provision of On-Site Affordable Units

9.1 The Owner shall ensure that the Affordable Units shall be provided in accordance with the Affordable Housing Scheme and all applicable legislation, policy and regulatory requirements.

9.2 The Owner shall notify the Council of the Practical Completion of the last of the Affordable Units within 14 days thereof.

Transfer of the Affordable Units

9.3 Within 12 months of the Commencement of Development the Owner shall propose in writing to the Council the Registered Provider(s) to which the Owner shall market the Rented Units and Shared Ownership Units for transfer together with the draft heads of terms of such a transfer ("**Proposal**") **PROVIDED THAT** (with the Council's prior approval) the Owner may amend the Proposal by adding or removing Registered Provider(s) from time to time during the course of carrying out the Development.

9.4 Any Proposal submitted pursuant to Paragraph 9.3 above shall:

9.4.1 Accord with relevant Homes England funding requirements current at that time;

9.4.2 Include drawings showing the size, layout and design of the Affordable Units;

9.4.3 Include a site layout showing the position of the Affordable Units and the Market Units;

9.4.4 Include a copy of the Planning Permission and this Deed;

9.4.5 Provide for full and free rights of access for vehicles and pedestrians to each Affordable Unit to and from the public highway; and

9.4.6 Provide for full and free rights to the passage of water soil electricity gas telecommunications and other services up to and abutting the boundary of each Affordable Unit such services to be connected to the mains.

9.5 The Council shall provide written approval to the Proposal within 21 days (acting reasonably). If the Council refuses the Proposal it shall provide full and clear reasoning for doing so in writing to the Owner. If no response to the Proposal is received from the Council within 21 days of receipt of the Proposal, the Proposal shall be deemed approved.

- 9.6 The Owner shall as soon as reasonably practicable following the Council's approval of a Proposal enter into negotiations with such Registered Provider(s) which it may have selected from its Proposal and thereafter use reasonable endeavours to contract to transfer the Rented Units and Shared Ownership Units to the Registered Provider(s) in accordance with the terms of the approved Proposal.
- 9.7 In the event that the Owner's selected Registered Provider(s) declines or is unable to accept the transfer of some or all of the Rented Units and Shared Ownership Units within 3 months of receipt of a Proposal the Owner may give written notice to the Council to that effect ("**Owner's Notice**").
- 9.8 Upon receipt of an Owner's Notice the Council may within a period of 3 months by written notice suggest to the Owner an alternative Registered Provider(s) to take transfer of the Rented Units and Shared Ownership Units ("**Council's Notice**").
- 9.9 Upon receipt of a Council's Notice the Owner shall offer to enter into negotiations with the alternative Registered Provider(s) for the transfer of such Rented Units and Shared Ownership Units and thereafter use reasonable endeavours to contract to transfer the Rented Units and Shared Ownership Units to the alternative Registered Provider(s) in accordance with the terms of the approved Proposal.
- 9.10 If a Registered Provider has not confirmed its willingness subject to contract to purchase the Rented Units and Shared Ownership Units (or part or parts thereof) within a period of 18 calendar months from the Commencement of Development (or within such shorter period of time that may be agreed in writing by the Council from time to time) and the Owner shall have produced evidence in writing to the reasonable satisfaction of the Council that it has used reasonable endeavours to secure transfer of the Rented Units and Shared Ownership Units to a Registered Provider then the Owner will be free to offer such Dwellings for sale on the open market **PROVIDED THAT** it shall first pay an Affordable Housing Contribution and the Administration Fee to the Council, to be calculated in accordance with paragraph 9.12 of this First Schedule of this Deed.

Restriction on Occupation of Market Dwellings

- 9.11 The Owner shall not Occupy or permit to be Occupied more than 50% of the Market Dwellings until the Owner has either:
 - 9.11.1 Notified the Council in writing that the Rented Units and Shared Ownership Units have been transferred to a Registered Provider; or
 - 9.11.2 Paid an Affordable Housing Contribution and the Administration Fee to the Council.
- 9.12 Any Affordable Housing Contribution payable in accordance with paragraphs 9.9 and 9.10.2 above shall be calculated by multiplying the gross internal floor area of the relevant Rented Unit(s) and/or Shared Ownership Unit(s) (m²) by the most recent median build costs for Kirklees published by the RICS Build Cost Information Service (BCIS) (£/m²).

9.13 The Administration Fee shall be calculated following the calculation of the Affordable Housing Contribution pursuant to paragraph 9.11 above.

Affordable Rented Dwellings

9.14 - 9.16

9.14 The following provisions of this paragraphs ~~9.13-9.15~~ shall apply to any Affordable Housing Units that are to be provided as Affordable Rented Dwellings in accordance with an approved Affordable Housing Scheme.

9.15 The Owner shall not let or otherwise permit the letting of any Affordable Rented Dwellings to any person(s) other than in accordance with the following:

9.15.1 at an Affordable Rent; and

9.15.2 the rent at each re letting shall be calculated prior to the grant of any new tenancy to ensure that it is an Affordable Rent.

9.16 The Owner shall not Occupy any Affordable Rented Dwellings other than by an Eligible Person(s) in accordance with a Nominations Agreement to be agreed with the Council (unless otherwise agreed in writing by the Council) **SAVE THAT** nothing in this Deed shall prevent a Registered Provider from issuing a Shared Ownership Lease pursuant to the Right to Shared Ownership to a tenant of an Affordable Rented Dwelling.

Social Rented Dwellings

9.17 - 9.19

9.17 The following provisions of these paragraphs ~~9.16-9.18~~ shall apply to any Affordable Housing Units that are to be provided as Social Rented Dwellings in accordance with an approved Affordable Housing Scheme.

9.18 The Owner shall not let or otherwise permit the letting of any Social Rented Dwellings to any person(s) other than at a Social Rent.

9.19 The Owner shall not Occupy any Social Rented Dwellings other than by an Eligible Person(s) in accordance with a Nominations Agreement to be agreed with the Council (unless otherwise agreed in writing by the Council) **SAVE THAT** nothing in this Deed shall prevent a Registered Provider from issuing a Shared Ownership Lease pursuant to the Right to Shared Ownership to a tenant of a Social Rented Dwelling.

Shared Ownership Units

9.20 - 9.22

9.20 The following provisions of these paragraphs ~~9.19-9.21~~ shall apply to any Intermediate Units that are to be provided as Shared Ownership Units in accordance with an approved Affordable Housing Scheme.

9.21 No Shared Ownership Unit shall be Occupied otherwise than by an Eligible Person pursuant to a Shared Ownership Lease.

9.22 Every time a Shared Ownership Unit shall become available for Occupation again in the future it shall be allocated to Eligible Persons on the same terms as expressed in paragraph ~~9.20~~ above.

9.21

DMS Units

9.23- 9.37

9.23 The following provisions of these paragraphs ~~9.22-9.34~~ shall apply to any Intermediate Units that are to be provided as DMS Units in accordance with an approved Affordable Housing Scheme.

9.24 The Owner shall provide the Council with notice of sales release dates not less than 6 (six) weeks prior to the date upon which the Owner proposes to release each DMS Unit(s) for disposal.

9.25 Prior to the first disposal of any DMS Unit the Owner shall submit to the Council for approval details of that DMS Unit's Open Market Value and Discounted Price and shall not dispose of the DMS Unit unless the Open Market Value and Discounted Price have been approved in writing by the Council.

9.26 The Council shall provide written approval to the first disposal of any DMS within 28 days (acting reasonably). If the Council refuses the first disposal of any DMS it shall provide full and clear reasoning for doing so in writing to the Owner. If no response to the notice of the first disposal of any DMS is received from the Council within 28 days of receipt of the first disposal of any DMS, the first disposal of any DMS shall be deemed approved.

9.27 The Owner shall not dispose of any DMS Unit otherwise than at the Discounted Price and to a person who at the date of their first Occupation is a Qualifying Resident.

9.31 9.32

9.28 The first disposal of a DMS Unit shall contain a restriction that subject to paragraphs ~~9.27~~ and ~~9.28~~ of this Deed no further disposal to a third party shall take place other than to a Qualifying Resident at a price not exceeding the Discounted Price applicable as at that time and further that no such transfer shall be registered at the land registry without the inclusion of a restriction in the following terms:

"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 9.25 of the First Schedule of the agreement dated 13 December 2023 (as varied by a Deed of Variation dated) and made pursuant to Section 106 of the Town and Country Planning Act 1990 between Farnley Estates (No.1) LLP and the Council of the Borough of Kirklees have been complied with or that they do not apply to the disposition"

and the Owner shall provide evidence to the Council that such restriction has been entered no later than 28 days following the date of disposal.

9.29 No first or subsequent disposal of a DMS Unit shall be completed and no such disposal shall be registered at the Land Registry unless the Council has provided its approval in writing to such registration PROVIDED THAT such consent shall be given forthwith upon receipt by the Council of:

9.29.1 evidence that the donee (or in the case of joint donees one of the donees) is a Qualifying Resident;

9.29.2 certification by the solicitor or licenced or other authorised conveyancer acting for the disponent(s) that any consideration expressed to be given for the DMS Unit by the disponent did not exceed the Discounted Price **PROVIDED ALWAYS THAT** the certificate provided is dated not more than 6 (six) months before the date of such disposal; and

9.29.3 payment of the DMS Administration Charge has been made by the seller.

9.30 The Council shall provide written approval to register the disposal of any DMS within 28 days (acting reasonably). If the Council refuses the registration of the disposal of any DMS it shall provide full and clear reasoning for doing so in writing to the Owner. If no response to the registration of the disposal of any DMS is received from the Council within 28 days of receipt of notice of the registration of the disposal of any DMS, the registration of the disposal of any DMS shall be deemed approved.

9.31 In the event that:

9.31.1 (on the first disposal of a DMS Unit) the Owner has not exchanged a binding contract for the sale of a DMS Unit within a period of 9 (nine) calendar months from the date the DMS Unit was first offered for disposal; or

9.31.2 (by a successor in title to a DMS Unit) the Owner has not exchanged a binding contract for the sale of a DMS Unit within a period of 6 (six) calendar months from the date the DMS Unit was first offered for disposal; and

9.31.3 the Owner has produced evidence in writing to the reasonable satisfaction of the Council that it has used such reasonable endeavours throughout the 9 (nine) month or the 6 (six) month period as appropriate;

the Owner may offer such DMS Unit for sale on the open market free from the restrictions in this schedule but the provisions of paragraph 9.29 of this Schedule shall apply **PROVIDED ALWAYS** that it has first paid the applicable DMS Commuted Sum to the Council.

9.32 Upon receipt of a DMS Commuted Sum the Council shall:

9.32.1 within 20 Working Days of such receipt provide such reasonable written consent as is necessary to accompany an application to remove the restriction on the title set out in paragraph ~~9.26~~;
9.28

9.32.2 apply such DMS Commuted Sum towards the provision of Affordable Housing within the Council's administrative area.

9.33 Each DMS Unit shall be used only as the main residence of the DMS Owner and shall not be let or otherwise disposed of other than in accordance with the terms of these paragraphs ~~9.22-9.34~~ **PROVIDED THAT** the letting of a DMS Unit shall be permitted only in (accordance) with paragraphs ~~9.31 and 9.32~~ below.

9.23

9.37

9.34 - 9.36

9.34 The DMS Owner may let that DMS Unit for a fixed term of no more than two (2) years **PROVIDED THAT**:

9.34.1 the DMS Owner gives prior notice in writing to the Council before the DMS Unit is Occupied by the prospective tenant; and

9.34.2 the DMS Owner may let the DMS Unit pursuant to this paragraph more than once during that DMS Owner's period of ownership but the aggregate of such lettings during an Owner's period of ownership may not exceed two (2) years.

~~9-34~~
9.35 In addition to paragraph ~~9.34~~, a DMS Owner may let or sub-let their DMS Unit for any period provided that the DMS Owner first notifies the Council and the Council consents in writing to the proposed letting **PROVIDED THAT** the Council shall not withhold such consent in any of circumstances below:

9.35.1 the DMS Owner is reasonably required to live in accommodation other than their DMS Unit for the duration of the letting or sub-letting for the purposes of employment;

9.35.2 the DMS Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;

9.35.3 the DMS Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

9.35.4 the DMS Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

9.35.5 the DMS Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

9.35.6 the DMS 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.

~~9-34~~ ~~9-35~~
9.36 A letting or sub-letting permitted pursuant to paragraph ~~9.34~~ or ~~9.35~~ must be by way of a written lease or sub-lease (as the case may be) of the whole of the DMS Unit on terms which expressly prohibit any further sub-letting other than in accordance with this Deed.

9.37 Nothing in this Schedule prevents an DMS Owner from renting out a room within their DMS Unit or from renting out their DMS Unit as temporary sleeping accommodation provided that the DMS Unit remains at all times the DMS Owner's main residence.

Exclusions to this Schedule

9.38 The obligations in this Deed shall not be binding on:

9.38.1 Any Protected Tenant (or any mortgagee or chargee, receiver or administrative receiver of the Protected Tenant);

~~9-39~~
9.38.2 Any Chargee (subject only to paragraph ~~9-36~~ below); or

9.38.3 Any purchaser of an individual Affordable Unit from a mortgagee or chargee pursuant to any default by an individual mortgagor of an Affordable Unit or any person deriving title from that individual mortgagor.

9.39 This First Schedule of this Deed shall not be binding on a Chargee **PROVIDED THAT:**

9.39.1 Such Chargee has first given written notice to the Council of its intention to dispose of the relevant Affordable Unit(s) and thereafter has used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the relevant Affordable 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

9.39.2 If such disposal has not completed within the three month period, the Chargee shall be entitled to dispose of the Affordable Unit(s) free from the obligations in this Schedule 2 of this Deed which thereafter will determine absolutely in respect of such Affordable Unit(s).

3.5. A new paragraph 10 shall added to the First Schedule of the Original Agreement as follows:

10 EDUCATION CONTRIBUTION

10.1 the Owner shall not cause or permit first Occupation of the Development until 50% of the Education Contribution has been paid to the Council.

10.2 the Owner shall not cause or permit the Occupation of more than 39 Dwellings until the remaining 50% of the Education Contribution has been paid to the Council.

3.6. The plan attached to this Deed at Appendix 1 shall be added to the Original Agreement behind Plan 2 and labelled as Annex 3.

4. ENDORSEMENT

4.1. Promptly following completion of this Deed the Council shall endorse a memorandum of variation on the Original Agreement in the following terms:

"This Agreement has been varied by a Deed of Variation dated [] and made between (1) The Council of the Borough of Kirklees; and (2) Homes by Honey (Siteco 5) Limited"

5. REGISTRATION

5.1. This Deed is a local land charge and may be registered as such by the Council.

6. SEVERABILITY

6.1. 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 or enforceability of the remaining provisions of this Deed.

7. **THIRD PARTY RIGHTS**

- 7.1. 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 or becomes vested in law including successors in title to the Site.

8. **COSTS**

- 8.1. 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.

9. **JURISDICTION**

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

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.

Executed as a deed

(but not delivered until the date hereof) by

HOMES BY HONEY (SITECO 5) LIMITED

acting by:

.....

Director

.....

Director/Secretary

Executed as a deed

(but not delivered until the date hereof) by

OAKNORTH BANK PLC

acting by:

.....

Director

.....

Director/Secretary

Executed as a Deed (but not delivered

Until the date of it) by the affixing of

THE COMMON SEAL of

**THE COUNCIL OF THE BOROUGH OF
KIRKLEES**

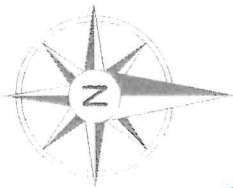


022168

Authorised Sealing Officer

(A permanent Officer of the Council)

Appendix 1



MARKET HOUSING									
AVOCADO	AVOD	ENHSEMI	751	2	2	10	7,510	10	15%
CLOVER	GLD/	CORPCT	954	2	3	2	1,958		
DAUNELION	DAND	DET	965	2	3	2	2,965		
EDUCATION	BLCA	DET	1054	2	3	5	8,030		25%
ELMWOOD	SEMI	DET	1054	2	3	5	8,030		
LANEKA	MANU	CORPSEMI	1279	3	3	1	1,279		
LYNN	LAND	DET	1274	2	4	1	1,274		
PARADISE	LANDCOM	DET CORNER	1274	2	4	6	7,644		31%
PARADISE	PRU	DET	1290	2	5	3	3,870		
ROSE	ROSE	DET	1059	2	4	5	6,795		
ROSE	ROSE	DET	1059	2	4	5	6,795		
TRIPLO	TRIPLO	DET	1059	2	4	5	6,795		
WILLOW	WILLOW	DET	1059	2	4	5	6,795		
AFFORDABLE HOUSING									
265P	265P	MD	789	2	2	1	789	9	13%
265P	265P	ENHSEMI	789	2	3	6	6,713		
265P	265P	ENHSEMI	801	2	3	2	2,793	3	4%
465P	465P	END	1,052	3	3	1	1,052	1	1%
			Sub Total		13	10,241	13	19%	

NOTES:

1. THE COPYRIGHT OF THIS DRAWING IS VESTED IN HOMES BY HONEY
2. WORK TO REQUIRED DIMENSIONS ONLY.
3. THIS DRAWING IS TO BE READ IN CONJUNCTION WITH ALL RELEVANT ARCHITECT'S SERVICE ENGINEER'S AND OTHERS' DRAWINGS AND SPECIFICATIONS.

TREES:

- RETAINED TREE CANOPY
- RETAINED TREE ROOT PROTECTION AREA
- TREES TO BE REMOVED

AFFORDABLE PLOTS:

- RENT - PLOTS: 10, 24, 33, 34, 37, 38 & 39.
- INTERMEDIATE - PLOTS: 25, 35 & 40.
- FIRST HOMES - PLOTS 9, 11 & 12.

02216

REV	DESCRIPTION	BY	DATE
STATUS			

homes by honey
Third Floor, 197 Words Exchange
Ecclestone Road, Sheffield
S11 8HW
www.homesbyhoney.co.uk



SITE:		PENISTONE LANE FEANEY BRIDGE	
TITLE: PLANNING LAYOUT			
SCALE AT A1:	DATE:	DRAWN:	CHECKED:
1:500	14/05/2024	RB	RB
PROJECT NO:	DRAWING NO:	REVISION:	
C005	102	J	