

DATED

2025

EHP BOTTOMCO III LIMITED

TO

THE COUNCIL OF THE BOROUGH OF KIRKLEES

UNILATERAL UNDERTAKING

relating to land adjacent to 21 Thomas Street, Lindley, Huddersfield, HD3 3JJ

UNILATERAL UNDERTAKING

THIS DEED is made the _____ day of _____ 2025

In which:

EHP BOTTOMCO III LIMITED (Company Number: 14628374) whose registered office is situated at 1st Floor Monmouth House, 5 Shelton Street, London, United Kingdom, WC2H 9JN (hereinafter referred to as “the Owner”)

undertakes to

THE COUNCIL OF THE BOROUGH OF KIRKLEES of Civic Centre 1 High Street, Huddersfield, HD1 2TW (herein referred to as “the Council”)

as follows.

WHEREAS

1. The Council is the local planning authority for the Kirklees District within which the Site is situated and by whom planning obligations within the Deed are enforceable.
2. The Owner is the freehold and leasehold owner of the Site under title numbers WYK162597 and WYK81239.
3. By provisions of Section 106 of the Town and Country Planning Act 1990 any person interested in land in the area of a Local Planning Authority may by agreement or otherwise enter into a planning obligation in respect of the land.
4. The Owner gives this undertaking to secure the planning obligations contained in this Deed and to the intent that the Development becomes acceptable in planning terms.

NOW THIS DEED is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section and **WITNESSES** as follows:

1. INTERPRETATION

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

“**the Act**” means the Town and Country Planning Act 1990 (as amended from time to time).

“**Biodiversity Net Gain Contribution**”: means the sum of £28,796 (twenty eight thousand, seven hundred and ninety six pounds) Index Linked by way of contribution to the council to secure 1.252 offsite habitat units to achieve a total 10% biodiversity net gain for the Development.

“**Index**” means the All In Tender Price Index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or any successor organisation or if the All In Tender Price Index ceases to exist such index as the Council may reasonably nominate.

“**Index Linked**” means 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 Occupation; and

B = the figure for the Index that applied when that index was last published prior to the date of the Planning Permission.

“Occupation” means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations (and “Occupied” and “Occupy” shall be construed accordingly).

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

“the Plan” means the plan annexed hereto.

“the Planning Permission” means the planning permission granted under reference 2025/70/90403.

“the Site” means the land adjacent to 21 Thomas Street, Lindley, Huddersfield, HD3 3JJ in the County of West Yorkshire which is more particularly shown edged in red on the Plan.

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.6 References to any party to this Deed shall include any person deriving title through or under that party and in the case of the Council any successors to its statutory function as local planning authority.
- 2.7 A reference to this Deed or to any other deed or document referred to in this Deed is a reference to this Deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this Deed) from time to time.

- 2.8 An obligation given by a party not to do something includes an obligation not to allow that thing to be done.
- 2.9 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 2.10 The headings and contents list are for reference only and shall not affect construction.

3. GENERAL

- 3.1 This Deed is entered into pursuant to Section 106 of the Act and all other enabling powers and constitutes a planning obligation for the purpose of Section 106 of the Act and the covenants, given by the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by the Owner in the Site and any person deriving title to the Site from the Owner.
- 3.2 No person shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
- 3.3 The covenants contained in this Deed shall take effect upon the date hereof.
- 3.4 If the Planning Permission expires or is revoked or otherwise withdrawn or modified without consent of the Owner or its successors in title before Occupation this Deed shall forthwith determine and cease to have effect but without prejudice to any rights liabilities or obligations which may have been incurred by or shall have accrued to the Owner prior to such determination.
- 3.5 Nothing in the Deed is to be construed as prohibiting or limiting the right to develop any part of the Site in accordance with a planning permission granted (whether or not on appeal) after the date of this Deed.
- 3.6 This Deed is a local land charge and shall be registered as such.
- 3.7 This provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed.
- 3.8 The Owner shall pay to the Council on completion of this Deed its reasonable and proper legal costs in negotiating this Deed.
- 3.9 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 3.10 The obligations in this Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission:
 - 3.10.1 expires;
 - 3.10.2 is quashed following a successful legal challenge;
 - 3.10.3 is revoked or otherwise withdrawn; or

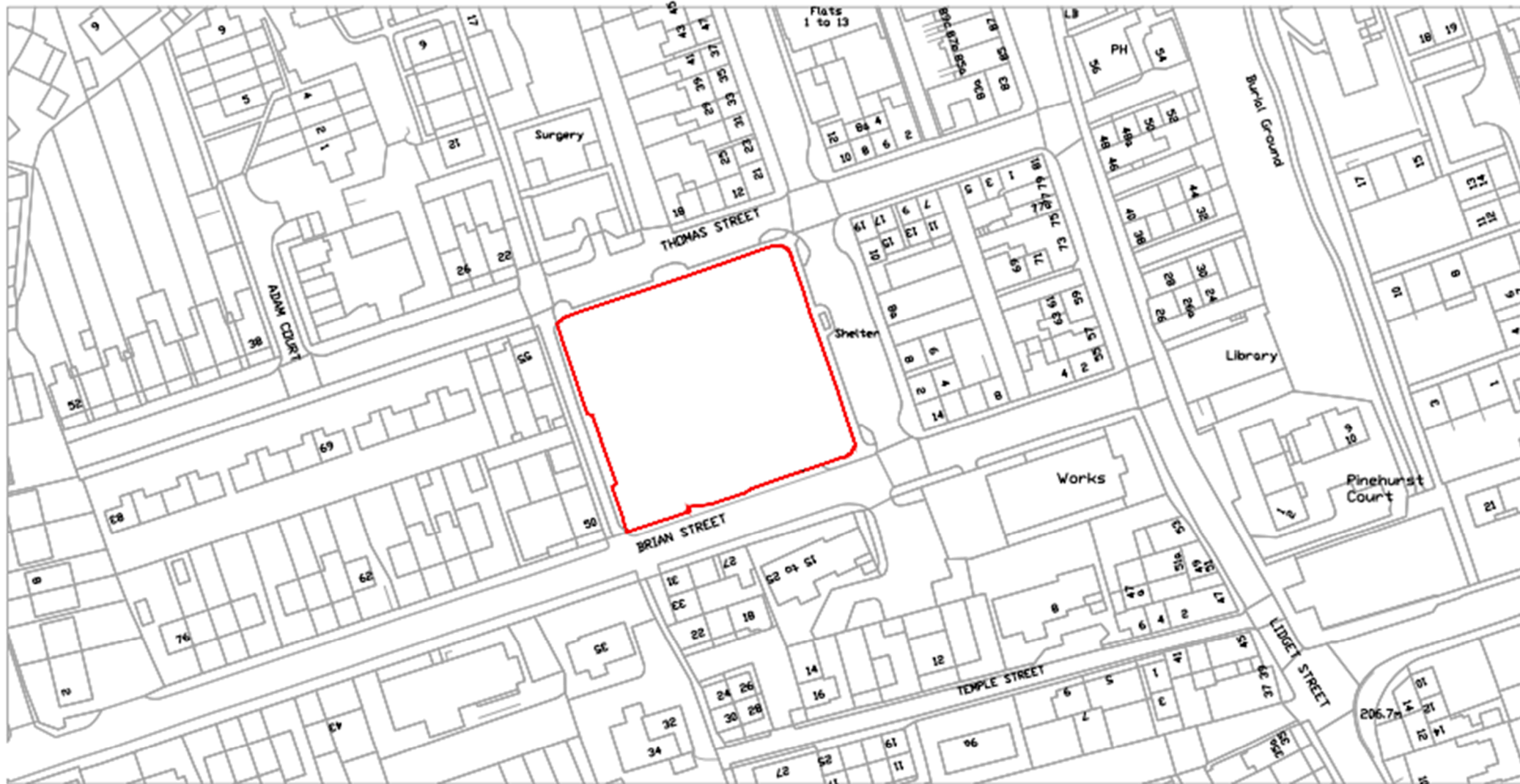
3.10.4 is (without the consent of the Owner) modified by any statutory procedure.

- 3.11 Nothing in this Deed is intended to prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) either before or after the date of this Deed.
- 3.12 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the law of England and the parties submit to the non-exclusive jurisdiction of the courts of England.
- 3.13 Following the performance and full satisfaction of all the terms of this agreement or if this deed is determined, the Owner can apply to the Council to cancel all entries made in the local land charges register in respect of this deed.

4. OWNERS COVENANT

The Owner covenants

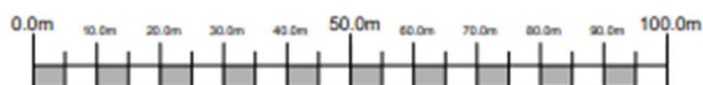
- 4.1 to pay the Biodiversity Net Gain Contribution to the Council; and
- 4.2 not to Occupy or cause or permit the Development to be Occupied until the Biodiversity Net Gain Contribution has been paid.



ReQuay100Plus
 Map available: 1000000130131013-000
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N



A	21/06/22	Title block has been amended	CM	
-	01/01/21	Original Drawing	JB	
Rev	Date	Revision Description	Mark	Author
ARCHITECTS 6 Pioneer Court, Daxington, DL1 4RD t: 01325 404111 e: studio@aogarchitects.co.uk w: www.aogarchitects.co.uk				
Client Muller Property Group				
Project Information Proposed Care Home Development 21 Thomas Street, Lindley, Huddersfield HD3 3JJ				
Drawing Title Existing Site Location Plan				
A1 Scale		A3 Scale 1:1250		
Job Number H.21.81		Drawing Number (9-) 1		Revision A
Drawing Issue PLANNING				

EXECUTED as a DEED by
EHP BOTTOMCO III Limited

acting by a
single Director in the presence of:

(Signature of witness)

(Full Name of witness)

(Address of witness)

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(Occupation of witness)