Dated 2nd November 2023

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

Land at Barnburgh Lane, Goldthorpe

BARNSLEY METROPOLITAN BOROUGH COUNCIL

and

HALIFAX ESTATE NOMINEES 1 LIMITED and HALIFAX ESTATE NOMINEES 2 LIMITED

and

HOMES BY HONEY (SITECO 2) LIMITED

WRIGLEYS
SOLICITORS

DATE 2nd November **2023**

PARTIES

(1) **BARNSLEY METROPOLITAN BOROUGH COUNCIL** of Town Hall Barnsley South Yorkshire S70 2TA (the "Council").

(2) **HALIFAX ESTATE NOMINEES 1 LIMITED** (Co. Regn. No. 12368920) of Estate Office, Main Street, Bugthorpe, York YO41 1QG; and

HALIFAX ESTATE NOMINEES 2 LIMITED (Co. Regn. No. 12368651) of Estate Office, Main Street, Bugthorpe, York YO41 1QG (together the "Owner")

(3) **HOMES BY HONEY (SiteCo 2) LIMITED** incorporated and registered in England and Wales with company number 14655732 whose registered office is at Third Floor, 197 Wards Exchange, Ecclesall Road, Sheffield, S11 8HW ("the Developer")

BACKGROUND

(A) By virtue of section 1 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 hereby created are enforceable.

(B) The Owner is the proprietor of the freehold title to that part of the Site which is registered at the Land Registry under Title Number SYK549318.

(C) The Owner and Developer have entered into a conditional contract for the purchase of the Site dated 6 April 2023.

(D) The Developer has submitted the Application to the Council for planning permission for the Development.

(E) The Council resolved on 26.9.2023 to grant the Planning Permission subject to the prior completion of this Deed.

(F) The Owner and the Developer, 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.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

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

1990 Act	the Town and Country Planning Act 1990 (as amended)
Additional First Homes Contribution	means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 5.8, 5.9 or 7 of Schedule 5, the lower of the following two amounts: (a) 30% of the proceeds of sale; and

(b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home

and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.

Affordable Housing	affordable housing as defined in Annex 2 of the NPPF.
Affordable Housing Contribution	a financial contribution which is (if applicable) to be calculated and paid by the Owner to the Council in accordance with and in the circumstances specified in paragraphs 3.1 - 3.2 of Schedule 2 of this Deed as a contribution towards the cost of providing new Affordable Housing within the Council's administrative area.
Affordable Housing Plan	the approved site layout plan with drawing reference 008revF which identifies the number, location and type of the Affordable Units and First Homes Units appended hereto at Schedule 1.
"Affordable Housing for Rent Dwellings"	has the same meaning as the term "affordable housing for rent" contained in paragraph (a) of Annex 2 of the National Planning Policy to be made available at an Affordable Rent to persons in accordance with the Registered Provider's policy and reference to "Affordable Housing for Rent Dwelling" shall be construed accordingly;
Affordable Housing Scheme	means an approved scheme which specifies in relation to the Affordable Housing on the Land: confirmation that the number size and tenure of the Affordable Housing Units will accord with the Affordable Housing Plan; the location and distribution of the Affordable Housing within the Land; and details of how the proposed design and construction of the Affordable Housing Units will ensure that the Affordable Housing Units are materially indistinguishable (in terms of outward design and appearance) from the Open Market Dwellings of similar size within the Development;
Affordable Value	means a price being not greater than 50% (fifty percent) of the Open Market Value of an equivalent open market unit or such other discounted sum agreed with the Registered Provider that is financially

	viable for a Registered Provider to be able to purchase an Affordable Unit;.
Affordable Units	Those 7 Dwellings to be built on the Site as part of the Development which are to be provided as Affordable Housing comprising mix of 5 Shared Ownership Dwellings, and 2 Affordable Housing for Rent Dwellings in accordance with the provisions of Schedule 2 of this Deed being in accordance with the details of location size and tenure detailed in the Affordable Housing Plan and for the avoidance of doubt reference to Affordable Units does not include First Homes Units.
Application	the application for planning permission for the Development which was submitted to the Council on behalf of the Developer and which was given reference number 2023/0195.
Armed Services Member	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service
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.
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 SAVE THAT for the purposes of this Deed the term "material operation" shall not include any operations undertaken in connection with or associated with demolition, site clearance, archaeological investigations, investigations for the purpose of assessing ground conditions, remediation works, environmental investigation, site and soil surveys, diversion and laying of services, 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 and Commence Development shall be construed accordingly.
Compliance Certificate	means 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 5.2 of Schedule 5 applies also meets the Eligibility Criteria (Local)
Contributions	collectively the Affordable Housing Contribution (if applicable), the Education Contribution, the Off-Site Greenspace Contribution, and the Sustainable Travel Contribution.
Council's Approved List	means the following Registered Providers: Acis Homes

Auxesia Homes

Anchor Hanover

Berneslai Homes Limited;

South Yorkshire Housing Association Limited;

Yorkshire Housing Limited;

Guinness Northern Counties Limited;

Equity Housing Group Limited;

Park properties Housing Association

Sanctuary Housing

Together Housing Association

Wakefield and District Housing Limited

and

Yorkshire Housing Association

or such other Registered Provider(s) that may be nominated by the Owner and approved by the Council from time to time;

Default Interest Rate	4% per annum above the base rate from time to time of the Bank of England.
Development Standard	means a standard to fully comply with the following:-

(a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015

(b) all national construction standards and planning policy relating to design which may be published by the Secretary of State or by the Council from time to time

(c) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited and

(d) Optional requirement M4(2) of Building Regulations 2010 (Part M) (Accessible and Adaptable Dwellings)

Development	residential development of ninety five dwellings and associated access and landscaping,
Discount Market Price	means a sum which is the Open Market Value discounted by at least 30%
Disposal	means a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than: (a) a letting or sub-letting in accordance with paragraph 6 of Schedule 5 (b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for Occupation except where the transfer is to a First Homes Owner (c) an Exempt Disposal and "Disposed" and "Disposing" shall be construed accordingly
Dwelling	a residential unit that may be built on the Site pursuant to the Planning Permission and the term Dwellings shall be construed accordingly.
Education Contribution	means the sum of £540,000 (five hundred and forty thousand pounds) to be used by the Council towards the provision of and/or improvements to educational provision, facilities and places in accordance with the Councils SPD Financial Contributions to Schools or any replacement thereof.
Eligibility Criteria (Local)	means criteria published by the Council 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) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria) it being acknowledged that at the date of this agreement the Council has not prescribed any Eligibility Criteria (Local) in respect of the disposal of a First Home.
Eligibility Criteria (National)	means criteria which are met in respect of a purchase of a First Home 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).

Exempt Disposal	means the Disposal of a First Home in one of the following circumstances: (a) a Disposal to a spouse or civil partner upon the death of the First Homes 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 Homes Owner (c) Disposal to a former spouse or former civil partner of a First Homes 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 7 of Schedule 5 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 6 of Schedule 5
Expert	a person of at least 10 years post qualification continual and continuing experience in the subject matter of the dispute.
First Home Units	means 3 Dwellings which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at the Discount Market Price and which on its first Disposal does not exceed the Price Cap and "First Home Unit/s" and "First Homes" shall be construed accordingly and for the avoidance of doubt and in respect of this Deed only reference to First Home does not include the Affordable Units. The Council does acknowledge that First Homes are to be considered a tenure of affordable housing pursuant to the National Planning Policy Framework document
First Homes Owner	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home Unit other than: (a) the Owner; or (b) a developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for Occupation as a First Home; or (c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 6 of Schedule 5
First Time Buyer	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
General Housing Unit	a Dwelling which is not an Affordable Unit or a First Homes Unit.

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).
Income Cap (Local)	means: (a) On the first sales of the First Home eighty thousand pounds (£80,000); or (b) On a second or subsequent sale of a First Home such sum (if any) as may be published by the Council from time to time as the "First Homes Income Cap (Local)" for Barnsley and is in operation at the time of the relevant disposal of the First Home it being acknowledged that at the date of this agreement the Council has not set an Income Cap (Local)
Income Cap (National)	means: (a) in the case of a First Home situated within the administrative area of any London Borough Council (including the City of London) ninety thousand pounds (£90,000); and (b) in the case of any other First Home, eighty thousand pounds (£80,000) or such other sum as may be published for this purpose from time to time by the Secretary of State
Index Linked	increased in accordance with the following formula: (a) Amount payable = the payment specified in this Deed x (A/B) where: (b) A = the figure for the Retail Price Index published by the Office for National Statistics that applied immediately preceding the date the payment is due; and (c) B = the figure for the Retail Price Index published by the Office for National Statistics that applied when that index was last published prior to the date of this Deed.
Key Worker	such categories of employment as may be designated and published by the Council from time to time as the "First Homes Key Worker Criteria" and is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt an such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Key Worker" criteria which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any categories of employment as Key Worker
Local Connection Criteria	such local connection criteria as may be designated and published by the Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such criteria or

	replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" it being acknowledged that at the date of this agreement the Council has not designated any criteria as Local Connection Criteria
Mortgagee	means 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
NPPF	the National Planning Policy Framework, September 2023 (or as redefined by any amendment, replacement or re-enactment thereof).
Occupation	occupation for the purposes permitted by the Planning Permission but not including occupation for the purposes of fit out, decoration, marketing, display or security operations and the term Occupy and Occupied shall be construed accordingly.
Off-Site Greenspace Contribution	the sum of £153,281.43 (one hundred and fifty three thousand two hundred and eighty one pounds and forty three pence) Index Linked to be paid by the Owner and/or Developer to the Council and to be used by the Council in lieu of the provision of publicly accessible formal recreational open space on the Site for the provision of, or improvements to, public open space within 10km of the boundary of the Site the need for which is required in order to mitigate the impacts arising from the Development.
Open Market Value	means an amount for which the property should exchange on the date of valuation (assessed as if it were free from all the obligations in this Deed) between a willing buyer and a willing seller in an arm's length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion as proposed by the Owner and approved by the Council or in the absence of agreement as determined by an Valuer assessed in general accordance with the Appraisal & Valuation Manual of the Royal Institute of Chartered Surveyors as amended from time to time;
Plan	drawing reference 008revF -appended hereto at Schedule 1.
Planning Obligations	the obligations, conditions and stipulations set out at Schedules 2 and 3 of this Deed and the term Planning Obligation shall be construed accordingly.
Planning Permission	a planning permission permitting the Development granted by Council pursuant to the Application.
Practical Completion	means either: (a) the issue of a certificate signed by a chartered architect which confirms that a specified Dwelling has been constructed in compliance with building regulations and is completed so as to be fit for habitation as a residential housing unit; or

(b) the issue of a Buildmark cover note in relation to a Dwelling by the National House-Building Council or such cover note of similar effect from an alternative warranty provider

and Practically Completed shall be construed accordingly;

Price Cap — means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or Four Hundred and Twenty Thousand Pounds (£420,000) if the First Home is situated within the administrative area of any London Borough Council including the City of London or such other amount as may be published from time to time by the Secretary of State

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 equivalent contractual or voluntary right) in respect of a particular Affordable Unit;

(b) has exercised any statutory right to buy (or equivalent contractual or voluntary right) in respect of a particular Affordable Unit;

(c) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Unit is owned by the tenant and a share is owned by the Registered Provider) and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Unit;

(d) is a former tenant of an Affordable Unit who has purchased that Affordable Unit under the provisions of the Housing and Regeneration Act 2008 or any statutory right in force from time to time entitling tenants of Registered Providers to purchase their homes;

(e) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Unit and who has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns 100% of that Affordable Unit;

(f) is a former tenant of an Affordable Unit where a Registered Provider sells to the tenant through Social Homebuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, a voluntary grant scheme under section 21 of the Housing Act 1996, or any amendment or replacement thereof; and/or

any person or body deriving title through or from any of the parties mentioned in (a) to (f) above.

Registered Provider	means 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 Actor any other registered provider of social housing as agreed in writing with the Council.
SDLT	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
Secretary of State	means the Secretary of State for Levelling Up, Housing and Communities from time to time appointed and includes any successor in function
Shared Ownership Housing	housing transferred by the Registered Provider on a Shared Ownership Lease and where staircasing is permitted.
Shared Ownership Lease	such lease as shall from time to time be used by the Registered Provider in respect of it being a landlord of Shared Ownership Housing
Site	all that Site known as land at Barnburgh Lane, Goldthorpe shown edged red on the Plan.
Statutory Undertaker	any company corporation board or authority at the date of this Deed authorised by statute to carry on an undertaking for the supply of telephone or television communications, electricity, gas, water, or drainage and any authorised successor to any such undertaking.
Sustainable Travel Contribution	the sum of £ 71,250.00 (seventy one thousand two hundred and fifty pounds) Index Linked to be paid by the Owner and/or Developer to the Council and to be used by the Council towards sustainable travel improvements in accordance with the Councils SPD Sustainable travel adopted in November 2019 the need for which is required in order to mitigate the impacts arising from the Development.
Valuer	a chartered surveyor (being a member of the Royal Institution of Chartered Surveyors) appointed by agreement between the Owner and the Council to act as an independent expert in the determination of the Open Market Value where required in accordance with this Deed.
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 Reference in this Deed to any enactment shall be construed as a reference to that enactment as amended extended or re-enacted or repealed 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 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.

1.4 Any words denoting natural persons shall include legal persons and vice versa.

1.5 References to clauses paragraphs and schedules are references to clauses paragraphs and schedules to this Deed.

1.6 The expression Owner shall include their successors in title and assigns.

1.7 The expression Council shall include any successor authority to its statutory functions under the 1990 Act.

1.8 Where a party includes more than one person any obligations of that party shall be joint and several.

1.9 Clause headings shall not affect the construction of this Deed.

1.10 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.

2. STATUTORY BASIS

2.1 This Deed secures planning obligations made pursuant to section 106 of the 1990 Act and 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 This Deed is enforceable by the Council as 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 and does not become effective unless and until the Planning Permission is granted.

3.2 Clause 4 of this Deed is further conditional upon and does not become effective unless and until the Commencement of Development.

4. COVENANTS & DECLARATIONS

4.1 The Owner covenants with the Council to comply with the Planning Obligations in this Deed at Schedules 2, 3 and 6 and the Developer acknowledges that their respective interests in the Site shall be bound by and subject to the same restrictions and provisions regulating the Development and use thereof specified in the said Schedules; and

4.2 The Council covenants with the Owner and the Developer to comply with the obligations in this Deed at Schedule 4.

5. EXCLUSIONS AND RELEASE

5.1 No person shall be bound by the terms of this Deed or be liable for the 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 subsisting breach prior to parting with such interest);

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

5.1.3 if that party is an owner or occupier of an individual Dwelling.

5.2 If the Planning Permission:

5.2.1 expires before the Commencement of Development; or

5.2.2 is at any time revoked or modified (without the consent of the Owner) pursuant to Part IV of the 1990 Act

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

7. NON-FETTER AND 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. SECTION 73 OF THE 1990 ACT

If an application is made under section 73 of the 1990 Act in respect of the Planning Permission to carry out the Development without complying with a condition or conditions to which the Planning Permission is subject (a S73 Application) then in the event that the Council is minded to approve such S73 Application:

(a) if the Council considers that the Planning Obligations contained in this Deed are both sufficient and necessary to make the development proposed by such S73 Application acceptable in planning terms then references to Planning Permission in this Deed shall be deemed to also be references to that new planning permission and the Parties agree that this Deed shall apply to and remain in full force in respect of both that new planning permission and the Planning Permission without the need for a further deed to be made pursuant to section 106 of the 1990 Act (and for the avoidance of any doubt it is hereby agreed by the Council that the operation of this clause 8(a) shall never require the duplication of any of the Planning Obligations contained in this Deed) ; or

(b) if the Council considers that additional or modified planning obligations are necessary to make the development proposed by such S73 Application acceptable in planning terms then for the avoidance of doubt nothing in this Clause 8 shall fetter the Council's ability in the exercise of its proper planning judgment to require the completion of such further deed made pursuant to section 106 of the 1990 Act as it considers necessary and in such case Clause 8(a) shall be disregarded.

9. INTEREST

If any sum or amount has not been paid to the Council by the date it is due then the sum payable shall attract interest on that sum or amount at the Default Interest Rate and such interest shall accrue on a daily basis for the period from the due date to and including the actual date of payment.

10. INDEXATION

10.1 All Contributions payable to the Council shall be Index Linked.

10.2 Where reference is made in this Deed to an index, and that index ceases to exist or is replaced or rebased, then such reference shall be deemed to include any replacement or rebased index or, in the event the index is not replaced, to such alternative reasonably comparable index as the Council shall advise the Owner in writing.

11. VAT

All payments given in accordance with this Deed shall be exclusive of any value added tax properly payable.

12. SEVERANCE

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.

13. CHANGE OF OWNERSHIP

The Owner agree with the Council to give the Council written notice within 10 Working Days of any change in proprietorship 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 disposal of an individual Dwelling.

14. NOTIFICATION

14.1 Any notice, request, demand or other written communication to be given or served under this Deed must be in writing and must be:

14.1.1 delivered by hand; or

14.1.2 sent by pre-paid first class post or other next working day delivery service.

14.2 Any notice, request, demand or other written communication to be given or served under this Deed must be sent to the relevant party as follows:

14.2.1 to the Head of Planning and Building Control at Barnsley Metropolitan Borough Council, Westgate Plaza One, PO Box 600, Barnsley, S70 9EZ, quoting the Application reference number 2021/1661;

14.2.2 to the Owner at Estate Office, Main Street, Bugthorpe, York YO41 1QG

14.2.3 to the Developer at Third Floor, 197 Wards Exchange, Ecclesall Road, Sheffield, S11 8HW

At or as otherwise specified by the relevant party by notice in writing to each other party whether or not in accordance with Clause 14.

14.3 Any notice, request, demand or other written communication given or served in accordance with Clause 14.1 or Clause 14.2 shall be deemed to have been received:

14.3.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice shall be deemed to have been received at 9.00 am on the next Working Day; or

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

14.4 A notice, request, demand or other written communication given under this deed shall not be validly given if sent by e-mail.

14.5 This Clause 14 does not apply to the service of any proceedings or other documents in any legal action.

15. DISPUTE RESOLUTION

15.1 Where the agreement, approval, consent or expression of satisfaction is required by any party under the terms of this Deed such agreement, approval, consent or expression of satisfaction shall not be unreasonably withheld or delayed.

15.2 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 whose decision (except in cases of manifest error , error of law and/or fraud) shall be final and binding on the parties.

15.3 The following provisions and terms of appointment shall apply to such disputes or disagreements:-

15.3.1 the Expert shall be agreed between the parties or, in default of agreement within 10 Working Days of receipt of the notice in Clause 15.2 above, shall be appointed or identified by the following persons:

(a) in the case of disputes relating to land or valuation matters the President of the Royal Institution of Chartered Surveyors;

(b) in the case of disputes relating to planning or design matters the President of the Royal Town Planning Institute; or

(c) in the case of any other dispute the President of the Bar Council.

15.3.2 the Expert shall act as an expert and not as an arbitrator

15.3.3 the Expert shall be required to give notice of their appointment to each of the parties (Expert's Notice) and thereafter:

(a) the persons calling for the determination shall make written submissions to the Expert and the other parties within 20 Working Days of receipt of the Expert's Notice;

(b) the other parties shall have 20 Working Days from the receipt of such written submission (or such extended period as the Expert shall allow) to respond;

(c) the Expert shall disregard any representations made out of this time; and

(d) 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;

(e) to the extent not provided for by this clause the Expert may in their 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

15.3.4 the Expert shall make his decision within 20 Working Days of the close of the period for submissions of written representations;

15.3.5 the Expert's decision shall be in writing and shall give reasons for the decision; and

15.3.6 each party shall bear its own costs and the Expert's costs will be payable in the determination of the Expert.

15.4 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:

15.4.1 either party may apply to the relevant body as per Clause 15.3.1 to discharge the Expert and appoint a replacement Expert with the required expertise; and

15.4.2 Clause 15.3 shall apply to the new Expert as if they were the first Expert appointed.

16. THIRD PARTY RIGHTS

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.

17. COSTS

The Developer shall on (or prior to) the date hereof pay the reasonable legal costs of the Council incurred in the preparation, negotiation and completion of this Deed in the sum of £1500 (one thousand five hundred pounds) (no VAT payable).

18. JURISDICTION

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.

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 Plan

SCHEDULE 2

Affordable Housing

1. PROVISION OF ON-SITE AFFORDABLE UNITS

1.1 The Owner and Developer shall not Commence Development until the Council has approved in writing an Affordable Housing Scheme

1.2 The Owner shall

1.2.1 carry out the Development in accordance with the Affordable Housing Scheme and the Affordable Housing Plan; and

1.2.2 ensure the Affordable Units are provided in accordance with the Planning Permission and any applicable legislation, policy and regulatory requirements relevant to the delivery of new Affordable Housing.

1.3 The Owner and Developer shall notify the Council of the Practical Completion of the last of the Affordable Units within 30 days thereof.

2. TRANSFER OF THE AFFORDABLE UNITS

2.1 The Owner and Developer shall as soon as reasonably practicable following the Commencement of Development issue draft heads of terms to the Registered Provider and thereafter use reasonable endeavours to contract to transfer the Affordable Units to the Registered Provider in accordance with the approved Affordable Housing Scheme.

2.2 If the proposed sale does not proceed with the initial Registered Provider as set out at 2.1 above the Owner and Developer will continue to use reasonable endeavours to exchange contracts with an alternative Registered Provider appearing on the Council's Approved List (subject to any variations to the Council's Approved List that may be agreed in writing between the Council and the Owner from time to time) and will keep the Council informed of the Owner' and Developer's progress.

2.3 If the Owner and Developer have complied with Paragraph 2.1 to 2.2 of this Schedule of this deed and no Registered Provider has contracted to acquire the Affordable Units:

2.3.1 within a period of 6 months from the Practical Completion of the last of the Affordable Units; or

2.3.2 upon the Occupation of 40% of the General Housing Units (whichever is the earlier)

2.3.3 the Owner and Developer may (at the Owner' and Developer's absolute discretion) dispose of such Affordable Units on the open market (free from all the provisions of this Deed as if the relevant Affordable Unit(s) were a General Housing Unit) and in lieu of the on-site provision of Affordable Housing the Owner and Developer shall pay to the Council the Affordable Housing Contribution.

3. RESTRICTION ON OCCUPATION OF GENERAL HOUSING UNITS

3.1 The Owner and Developer shall not in relation the General Housing Units either exchange contracts for the transfer of more than 75% of the Units or Occupy or permit to be Occupied more than 75% of the Units until the Owner has either:

3.1.1 notified the Council in writing that the Affordable Units have been Practically Completed and transferred to the Registered Provider ; or

3.1.2 paid an Affordable Housing Contribution to the Council.

3.2 Any Affordable Housing Contribution payable in accordance with Paragraph 3.1.2 above shall be calculated as follows (in reference to each applicable Affordable Unit):

A – (B)

Where: A = the Open Market Value.

B = the Affordable Value.

In calculating any Affordable Housing Contribution:

3.2.1 in the event that the Owner and the Council cannot agree the Affordable Housing Contribution within 30 Working Days (or such lesser period as may be agreed) the Affordable Housing Contribution shall be determined by a Valuer;

3.2.2 the Valuer shall act as an expert and his decision shall be final; and

3.2.3 the costs of any determination by the Valuer shall be paid by the Owner.

4. MANAGEMENT AND OCCUPATION OF ON-SITE AFFORDABLE UNITS

4.1 Subject only to Paragraph 5 of this Schedule 2 the Owner and Developer shall not permit the Affordable Units to be Occupied other than as Affordable Housing in accordance with the Affordable Housing Scheme.

4.2 For the avoidance of doubt, nothing in this Schedule 2 shall prevent any of the General Housing Units from being voluntarily provided as Affordable Housing and in such case such General Housing Units:

4.2.1 may comprise 'affordable housing' for the purposes of the National Planning Policy Framework and/or a 'qualifying dwelling' for the purposes of Regulation 49(2) of the Community Infrastructure Levy Regulations 2010; and

4.2.2 shall not comprise Affordable Units for the purposes of this Deed

5. EXCLUSIONS TO THIS SCHEDULE 2

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

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

5.1.2 any Chargee (subject only to Paragraph 5.2 of Schedule 2);

5.1.3 any purchaser of an individual Affordable Unit from a Protected Tenant or a Chargee; or

5.1.4 any person deriving title from or through any of the above 5.1.1 to 5.1.3

5.2 This Schedule 2 of this Deed shall not be binding on a Chargee or any persons or bodies deriving title from or through such mortgagee or chargee or Receiver PROVIDED THAT:

5.2.1 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

5.2.2 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).

SCHEDULE 3

Financial Contributions

6. OFF-SITE GREEN SPACE CONTRIBUTION

6.1 The Owner and Developer shall pay the Off-Site Green Space Contribution to the Council in the following instalments and shall not respectively Commence the Development or cause or permit the Occupation of more than the 47 Dwellings until the related payment is made to the Council:

6.1.1 £76,640.72 (seventy six thousand six hundred and forty pounds and seventy two pence) prior to the Commencement of the Development; and

6.1.2 £76,640.71 (seventy six thousand six hundred and forty pounds and seventy one pence) prior to Occupation of the 47nd Dwelling.

7. SUSTAINABLE TRAVEL CONTRIBUTION

7.1 The Owner and Developer shall pay the Sustainable Travel Contribution to the Council in the following instalments and shall not respectively Commence the Development or cause or permit the Occupation of more than the 47 Dwellings until the related payment is made to the Council:

7.1.1 £35,625 (thirty five thousand six hundred and twenty five pounds) prior to the Commencement of Development;

7.1.2 £35,625 (thirty five thousand six hundred and twenty five pounds) prior to Occupation of the 47th Dwelling.

8. EDUCATION CONTRIBUTION

9.1 The Owner and Developer shall pay the Education Contribution to the Council in the following instalments and shall not respectively Commence the Development or cause or permit the Occupation of more than the 47 Dwellings until the related payment is made to the Council:

9.2.1 £270,000 (two hundred and seventy thousand pounds) prior to the Commencement of the Development; and

9.2.2 £270,000 (two hundred and seventy thousand pounds) prior to Occupation of the 47th Dwelling

SCHEDULE 4

Council's Covenants

9. The Council shall issue separate receipts on request for any sum paid to it under this Deed;

10. The Council shall place the Contributions and any Affordable Housing Contribution in an interest bearing account or in separate accounts as the Council shall at its discretion decide.

11. The Council shall not apply the Contributions or any Affordable Housing Contribution for any purpose other than for the purposes set out within Clause 1.1 of this Deed;

12. In the event that any Contribution or the Affordable Housing Contribution (or any part or parts thereof) are not expended or committed within 10 (ten) years of the date of payment then the sum or sums not expended plus interest accrued shall be repaid to the party that paid it or their nominee as soon as reasonably practicable.

13. The Council shall respond to any request to account for the sums expended within 28 (twenty eight) Working Days of that request being made

SCHEDULE 5

First Homes

1. OBLIGATIONS

Unless otherwise prior agreed in writing by the Council the Owner covenant with the Council as below save that

1.1 paragraphs 2, 3 and 4 of this Schedule 5 shall not apply to a First Homes Owner;

1.2 paragraphs 5 and 6 of this Schedule 5 apply as set out therein but 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

1.3 Paragraph 7 of this Schedule 5 applies as set out therein.

2. QUANTUM OF FIRST HOMES

2.1 3 of the Dwellings as identified as First Homes on the Affordable Housing Plan have been reserved and set aside as First homes and shall be provided and retained as First Homes in perpetuity subject to the terms of this Schedule.

3. CLUSTERING

3.1 The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Open Market Housing Units but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted

4. DEVELOPMENT STANDARD

All First Homes shall be constructed to:-

4.1 the Development Standard current at the date of this Agreement; and

4.2 no less than the standard applied to the Open Market Housing Units.

5 DELIVERY MECHANISM

5.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

5.1.1 the Eligibility Criteria (National); and

5.1.2 the Eligibility Criteria (Local) (if any)

5.2 If after a First Home 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 5.1.2 shall cease to apply.

5.3 Subject to paragraphs 5.6 to 5.10 no First Home shall 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 Mortgagee

5.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

5.4.1 The Council has been provided with evidence that:

5.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 5.2 applies also meets the Eligibility Criteria (Local);

5.4.1.2 the Dwelling is being Disposed of as a First Home at the Discount Market Price; and

5.4.1.3 the transfer of the First Home includes:

a) a definition of the "Council" which shall be Barnsley Council

b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in paragraph 5.1-5.9 of Schedule 5 of the S106 Agreement a copy of which is attached hereto as the Annexure."

c) A definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended) dated [ ] made between (1) the Council [and] (2) [and (3)]

d) a provision that the Property 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 Property or any part of it other than in accordance with the First Homes Provisions

e) a copy of the First Homes Provisions in an Annexure

5.4.2 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 5.3 and 5.4.1 have been met

5.4.3 The Owner shall pay to the Council prior to the date of the Initial Disposal of each First Home Unit the sum of £1,500 (one thousand pounds) as a contribution towards the Council's costs incurred in connection with the performance of the Council's obligations under this deed.

5.5 On the first Disposal of each and every First Home to 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 Home 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 [Local Authority] of [address] or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

5.6 The owner of a First Home (which for the purposes of this clause shall include the Owner and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

5.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with Clauses 5.1 and 5.2 (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 all 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 5.3 and 5.4.1; or

5.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 5.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship

5.7 Upon receipt of an application served in accordance with paragraph 5.6 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price

5.8 If the Council is satisfied that either of the grounds in paragraph 5.6 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 5.6 that the relevant Dwelling may be Disposed of :

5.8.1 to the Council at the Discount Market Price; or

5.8.2 (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 Deed which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 5.10 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

5.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 5.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 5.6 serve notice on the owner of the First Home setting out the further steps it requires the owner of the First Home to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner of the First Home has been unable to Dispose of the Dwelling as a First Home they may serve notice on the Council in

accordance with paragraph 5.6 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

5.10 Where a Dwelling is Disposed of other than as a First Home or to the Council at the Discount Market Price in accordance with paragraphs 5.8 or 5.9 above the owner of the First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

5.11 Upon receipt of the Additional First Homes Contribution the Council shall:

5.11.1 within 28 Working Days of such receipt provide a completed application to enable the removal of the restriction on the title set out in paragraph 5.5 where such restriction has previously been registered against the relevant title

5.11.2 apply all monies received towards the provision of Affordable Housing

5.12 Any person who purchases a First Home free of the restrictions in this Schedule 5 pursuant to the provisions in paragraphs 5.9 and 5.10 shall not be liable to pay the Additional First Homes Contribution to the Council.

6. USE

Each First Home shall be used only as the main residence of the First Homes 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 – 6.4 below.

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

6.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. 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:

a) the First Homes 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;

b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;

c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

f) the First Homes 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.

6.3 A letting or sub-letting permitted pursuant to paragraph 6.1 or 6.2 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.

6.4 Nothing in this paragraph 6 of this Schedule 5 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

7. MORTGAGEE EXCLUSION

The obligations in paragraphs 1-6 of this Schedule 5 shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such 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 Mortgagee or Receiver PROVIDED THAT:

7.1 such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and

7.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 7.3

7.3 following the Disposal of the relevant First Home the 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.

7.4 following receipt of notification of the Disposal of the relevant First Home the Council shall:

7.4.1 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 5.5; and

7.4.2 apply all such monies received towards the provision of Affordable Housing

THE COMMON SEAL of **BARNSLEY METROPOLITAN BOROUGH COUNCIL** was hereunto affixed to this Deed in the presence of:-

Executive director Core Services/
Legal Services Director /
Authorised Signatory

No. 905
IN REGISTER

EXECUTED as a DEED by

HALIFAX ESTATE NOMINEES 1 LIMITED acting by a director in the presence of:

[redacted]
Director

Witness' Signature:

Witness' Name:

Witness' Address:

[redacted]

I confirm that I was physically present when [redacted] signed this deed

EXECUTED as a DEED by

HALIFAX ESTATE NOMINEES 2 LIMITED acting by a director in the presence of:

[redacted]

Director

Witness' Signature: [redacted]

Witness' Name:

Witness' Address:

I confirm that I was physically present when [redacted] signed this deed

EXECUTED as a DEED by

HOMES BY HONEY (SITECO 2) LIMITED
acting by two Directors or a Director and its Secretary:

[redacted]

Director

[redacted]

Director/Secretary



Accommodation Schedule

House Type Name	House Type		NDSS	Sq Ft	Beds	No. of Plots	Total Sq Ft	Bed Percentages	
Affordable Housing									
Avocado	AV3D	Semi/Ter	NDSS	757	2	6	4,542	6	80%
Buckwheat	BUCK	Semi/Ter	NDSS	954	3	2	1,708		
Beechwood	BEEC	Semi/Ter	NDSS	835	3	2	1,670	2	20%
				Sub-Total		10	7,920	10	11%
Market Housing									
Acacia	ACIA	Semi/Ter	NDSS	676	2	5	3,380	16	19%
Avocado	AV3D	Semi/Ter	NDSS	757	2	11	8,327		
Beechwood	BEEC	Semi	NDSS	835	3	9	6,680	40	47%
Buckwheat	BUCK	Semi/Ter		954	3	4	3,416		
Dandelion	DAND	Semi	NDSS	955	3	4	3,980		
Chestnut	CHES	Semi	NDSS	859	3	14	12,026		
Clover	CLOV	Semi/Det	NDSS	954	3	4	3,816		
Eucalyptus	EUCA	Det	NDSS	1,054	3	6	6,324		
Jarrah	JARR	Det	NDSS	1,208	4	3	3,627	29	34%
Lavender	LAVR	Det	NDSS	1,239	4	10	12,390		
Linden	LIND	Det	NDSS	1,274	4	4	5,096		
Rosemary	ROSE	Det	NDSS	1,359	4	12	16,308		
				Sub-Total		85	85,370	85	89%
						Grand Total	95	93,290	