

Westwood Mill

Lowestwood Lane, Linthwaite Huddersfield HD7 5RR

Section 106 Agreement

26th July 2023

Dated

26th July

2023

**Planning obligation under section 106 of the Town and Country Planning Act 1990
relating to land at Westwood Mill, Lowestwood Lane, Linthwaite, Huddersfield HD7 5RR**

between

- (1) Kirklees Council
- (2) Westwood Wilson Ltd.
- (3) Paul Adrian Smith

Planning Reference 2020/62/90710/W

360 Law Services Limited, 377-399 London Road, Camberley GU15 3HL

wh31774367v13

Contents

Clause

1.	Interpretation.....	1
2.	Statutory provisions	6
3.	Conditionality	6
4.	Covenants to the Council.....	6
5.	Covenants by the Council.....	6
6.	Indexation	7
7.	Mortgagees' consent	7
8.	Liabilities	7
9.	Determination of deed	7
10.	Local land charge	7
11.	Council's costs	7
12.	Interest on late payment	8
13.	Ownership.....	8
14.	Reasonableness	8
15.	Cancellation of entries	8
16.	Disputes	8
17.	No fetter of discretion.....	9
18.	Waiver.....	9
19.	Future Permissions	9
20.	Agreements and Declarations	9
21.	Notices	9
22.	Third party rights	10
23.	Value added tax.....	10
24.	Governing Law.....	10

Schedule

SCHEDULE 1	OWNER'S COVENANTS TO THE COUNCIL.....	11
1.	Arrangements for maintenance of open space.....	11
2.	Arrangements for drainage maintenance	12
3.	The approved SuDS Maintenance and Management Plan shall only be varied or amended with the prior written approval of the Council. Phasing	13
	Overage	13
4.	13	13
5.	Off site highway improvements.....	14
6.	Education Contribution	15
7.	Dedication	15
SCHEDULE 2	COVENANTS BY THE COUNCIL.....	16
1.	Highways Contribution.....	16
2.	Education Contribution	16
SCHEDULE 3	ISSUES TO BE COVERED IN THE SUDS MAINTENANCE AND MANAGEMENT PLAN.....	17

Annex

ANNEX A.	PLAN A.....	20
ANNEX B.	PLAN B.....	21
ANNEX C.	PLAN C.....	22
ANNEX D.	BASE APPRAISAL	23

ANNEX E. MILL BASE APPRAISAL.....24

This Deed is made the

26th day of July

2023

- (1) Kirklees Council of Civic Centre, Market Street, Huddersfield HD1 2JR ("**Council**").
- (2) Westwood Wilson Ltd., a company registered in England and Wales with company number 08775369, whose registered office is at Kent House, 81 High Street, Cranleigh GU6 8AU ("**Owner**").
- (3) Paul Adrian Smith of Woodhill Manor, Woodhill Lane, Shamley Green, Guildford GU5 0SP ("**Mortgagee**").

Background

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner is the freehold owner of that part of the Property registered at the Land Registry under title number WYK482166 subject to a mortgage in favour of the Mortgagee and that part of the Property registered at the Land Registry under title number WYK721224 and transferred to the Owner by Renaissance Group Limited on 11 October 2022.
- (C) The Owner has made the Planning Application and is proposing to carry out the Development.
- (D) The Mortgagee is the registered proprietor of two charges dated 1 July 2014 and 16 June 2016 referred to in the entries numbered C2 to C5 inclusive of the charges register of HM Land Registry title number WYK482166 and has agreed to enter into this deed to give its consent to the terms of this deed.
- (E) The Council having regard to all material considerations resolved at the meeting of its Strategic Planning Committee on 27 January 2021 to grant the Planning Permission for the Development subject to the prior completion of this Deed.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this deed:

1.1 Definitions:

Additional Education Contribution: an amount up to a cap of £193,876 (one hundred and ninety three thousand, eight hundred and seventy six pounds) to be paid by the Owner to the Council pursuant to the terms of this Deed and to be applied by the Council towards the cost of providing, expanding or improving educational facilities within the locality required as a result of the Development.

Affordable Housing Contribution: an amount up to a cap of £2,286,095 (two million, two hundred and eighty six thousand and ninety five pounds) to be payable by the Owner to the Council only in the event that an agreed Viability Re-appraisal identifies a Surplus and where that Surplus exceeds the Additional Education Contribution and to be applied by the Council towards affordable housing within the administrative area of the Council.

Base Appraisal: the financial appraisal of the Development as agreed between the Council and the Owner in determining the Planning Application and appended to this Deed at Annex D.

Base Rate: the base rate from time to time of Barclays Bank plc.

Benchmark Land Value: the sum of £1 (one pound).

Blocks: a residential block to be constructed as part of the Development and as shown on Plan B with an alphabetical reference and "**Block A**" etc. shall be construed accordingly.

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990, and **Commence** and **Commences** shall be construed accordingly.

Commencement Date: the date Development Commences.

Conversion Costs: the costs of restoring the Mill Building as identified at rows 1-49 of the Mill Base Appraisal.

Costs: the sum of the following:

- (a) the actual construction costs incurred to date which includes the build costs, abnormal costs, project fees, contingency allowance, disposal costs, and finance costs;
- (b) the estimated construction costs to be incurred in connection with the Development not yet undertaken which includes the estimated build costs, abnormal costs, project fees, contingency allowance, disposal costs, and finance costs;
- (c) the Benchmark Land Value

and in all cases those amounts attributable to (a) to (c) above to be approved by the Council, acting reasonably.

Conservation Implementation Strategy: the strategy required to be submitted to and approved by the Council pursuant to the Planning Permission.

Default Interest Rate: four per centum (4%) per annum above the Base Rate.

Development: the development of the Property authorised by the Planning Permission.

Dwelling: a unit of residential accommodation to be constructed on the Property pursuant to the Planning Permission.

Education Contribution: the sum of seventy three thousand pounds (£73,000) to be paid by the Owner to the Council in accordance with the terms of this Deed and to be applied by the Council towards the cost of providing, expanding or improving educational facilities (which may include the purchase and improvement of land and buildings) within five (5) miles of the Property.

Final Conversion Costs: those Conversion Costs updated to reflect the actual costs incurred in restoring the Mill Building subject always to agreement of such costs with the Council pursuant to paragraphs 4.2, 4.3 and 4.4 of Schedule 1 of this Deed.

First Fix: all work required to be carried out to substantially complete the works required to the (insert /amend retained mill building / restoration of the listed building) except works including painting, decorating, carpeting or works, other than the provision of cabling, distribution boxes, service meters, plumbing and drainage, installation of light fittings, electrical appliances, kitchen fittings, baths, sinks, toilets, sinks, taps and internal doors and to include all those works approved under the Conservation Implementation Strategy;

Gross Development Value: the sum of the sales valuation attributable to such parts of the Development that are completed and the estimated sales valuation attributable to such parts of the Development that are yet to be completed, such estimated sales valuations to be evidence based and approved by the Council

HA 1980: Highways Act 1980.

Highway Works: works to the highway in the vicinity of the Development being works to upgrade the signalled junction of Low Westwood Lane and Manchester Road and for a new street lamp.

Highways Works Contribution: the sum of seventeen thousand pounds (£17,000) to be paid by the Owner to the Council in accordance with the terms of this Deed and to be applied by the Council towards the Highways Works, broken down as to fifteen thousand pounds (£15,000) for the improvements to the junction of Low Westwood Lane and Manchester Road and two thousand pounds (£2,000) for a new street lamp.

Index Linked: increased in accordance with the following formula:

Amount payable = the payment specified in this deed x (A/B) where:

A= the figure for the BCIS All in Tender Price Index that applied immediately preceding the date the payment is due.

B= the figure for the BCIS All in Tender Price Index that applied when the index was last published before the date of this deed.

Management Company: a limited company or companies registered at Companies House which may already be in existence or which may be formed by the Owner for the purposes of the management of the Development and the carrying out of the future maintenance of the SuDS (unless and until the SuDS are adopted by the Water Company) and/or the Public Open Space serving the Development in accordance with paragraphs 1 and 2 of Schedule 1 of this deed and

- (d) which is/are incorporated in England and Wales or Scotland; and
- (e) which has/have its/their registered office in England, Wales, or Scotland; and
- (f) whose primary objects permit it/them to maintain and renew the SuDS and/or the Public Open Space serving the Development

and for the avoidance of doubt it is agreed that there may be more than one Management Company with a different Management Company responsible for the SuDS and the Public Open Space.

Mill Base Appraisal: the financial appraisal of the Mill Restoration as agreed between the Council and the Owner in determining the Planning Application and appended to this Deed at Annex E.

Mill Building: the buildings marked as Blocks A, B, C and D on Plan B to be retained and restored as part of the Development.

Mill Pond: the pond shown coloured cross hatched and coloured green on Plan B.

Mill Pond Restoration Scheme: a scheme to be submitted to and approved by the Council pursuant to the terms of this Deed detailing the works to be undertaken to restore the Mill Pond.

Mill Restoration: the restoration of the Mill Building (to include the Schedule of Works)

Occupied and Occupation: 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 "Occupy" shall be construed accordingly.

Open Space Management Plan: a detailed management plan to be submitted by the Owner to the Council for its approval (such approval not to be unreasonably withheld or delayed) setting out measures to be undertaken to ensure the Public Open Space is properly maintained and managed and which shall include details of:

- a) the ongoing maintenance operations in respect of the Public Open Space, specifically identifying the management objective, task and the timing and frequency of the operation for all the features including any play features and/or street furniture within the Public Open Space;

- b) the identity of the Management Company proposed to be responsible for the ongoing management and maintenance of the Public Open Space; and
- c) the funding arrangements for the management and maintenance of the Public Open Space

and includes any variation to such an approved scheme as may be approved in writing by the Council from time to time.

Phase: a phase of the Development comprising either Phase 1 or Phase 2 as relevant.

Phase 1:

- (a) restoration of the Mill Building in accordance with the Schedule of Works - Blocks A - D;
- (b) construction of new build of Blocks i1, i2, and i3 (20 houses);
- (c) construction of new build of Blocks E, F and G which includes 25 apartments on the approved scheme; and
- (d) those parts of the Public Open Space as identified coloured green on Plan B.

Phase 2: Blocks H, J and K (44 houses) and those parts of the Public Open Space as identified coloured blue on Plan B.

Plan A: the plan attached as Annex A.

Plan B: the plan attached as Annex B.

Plan C: the plans attached as Annex C.

Planning Application: the application for planning permission registered by the Council on 5 March 2020 under reference number 2020/62/90710/W.

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application.

Profit: the profit on Gross Development Value expressed as a percentage and calculated as below:

$$(A - B) / A$$

where:

A = Gross Development Value

B = Costs

Property: the land at Westwood Mill, Lowestwood Lane, Linthwaite, Huddersfield HD7 5RR shown for the purposes of identification only edged red and edged blue on Plan A.

PROW: the public right of way to be constructed through the Property in the indicative position shown coloured green on Plan C.

PROW Scheme: a scheme to be submitted to the Council detailing the exact location of the PROW, the construction of the PROW to include details of the surface treatment, any user rights, the extent of any of the PROW to be dedicated, and the timescales for such dedication and the means and mechanism by which the PROW is to be maintained in perpetuity.

Public Open Space: those parts of the Development to be laid out as open space as identified coloured green and blue on Plan B.

Schedule of Works: a schedule detailing the works required to make the Mill Building weather and water-tight and completed to a 'shell' form although neither the provision of services nor any fitting out of the Mill Building for the intended Dwellings shall form part of the Schedule of Works.

Substantial Completion: in relation to a Dwelling or a Block the term "Substantial Completion" shall be interpreted in accordance with Section 171B of the TCPA 1990 and relevant case law under that Section and the term "**Substantially Completed**" shall be construed accordingly.

SuDS: the sustainable drainage measures to be provided by the Owner as part of the Development.

SuDS Maintenance and Management Plan: a detailed management plan setting out measures to be undertaken to ensure SuDS are properly maintained and managed, which shall include the information set out in Schedule 3 to this deed, or such plan as may be agreed in writing with the Council from time to time.

Surplus: a sum equivalent to any Profit in excess of 17 per cent.

TCPA 1990: Town and Country Planning Act 1990.

VAT: value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

Viability Re-appraisal: a re-appraisal of the Base Appraisal to take into account actual costs incurred and sales realised to date and to update any estimates of future costs and sales receipts such re-appraisal to follow the same format at the Base Appraisal.

Water Company: Yorkshire Water Services Limited whose registered office is at Western House, Halifax Road, Bradford BD6 2SZ and its statutory successors in title.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors and permitted assigns and in the case of the Council the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and e-mail.

- 1.11 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.
- 1.12 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 1.13 An obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.14 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.
- 1.15 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.

2. **Statutory provisions**

- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the respective interests held by those persons in the Property and their respective successors and assigns.
- 2.3 The covenants, restrictions and obligations contained in this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. **Conditionality**

With the exception of clauses 2, 3, 7, 8, 9, 10, 11, 13, 16, 17, 18, 19, 20, 21, 22, 23 and 24 (which take effect immediately), this deed is conditional on the grant and issue of the Planning Permission.

4. **Covenants to the Council**

- 4.1 The Owner covenants with the Council to:
- (a) observe and perform the covenants, restrictions and obligations contained in Schedule 1, insofar as they relate to the Property; and
 - (b) to give at least ten (10) Working Days written notice to the Council of the intended Commencement Date.

5. **Covenants by the Council**

The Council covenants with the Owner to observe and perform the covenants, restrictions and obligations contained in Schedule 2.

6. Indexation

- 6.1 All financial contributions payable to the Council shall be Index Linked.
- 6.2 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

7. Mortgagees' consent

- 7.1 The Mortgagee consents to the completion of this deed and declares that its interest in the Property shall be bound by the terms of this deed as if it had been executed and registered as a land charge before the creation of the Mortgagee's interest in the Property.
- 7.2 The Mortgagee shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Mortgagee is in possession of all or any part of the Property.

8. Liabilities

- 8.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.
- 8.2 No purchaser or tenant of an individual Dwelling to be constructed on the Property nor any person deriving title under them and no mortgagee or chargee of any such Dwelling or a statutory undertaker shall be liable for any of the covenants contained in this Deed.

9. Determination of deed

The obligations in this deed (with the exception of clause 11) shall cease to have effect if before the Commencement of Development, the Planning Permission:

- (a) expires;
- (b) is varied or revoked other than at the request of the Owner; or
- (c) is quashed following a successful legal challenge.

10. Local land charge

This deed is a local land charge and shall be registered as such by the Council.

11. Council's costs

The Owner shall pay to the Council on or before the date of this deed:

- (a) the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed; and

- (b) the sum of one thousand pounds (£1,000) as a contribution towards the Council's costs of monitoring the implementation of the covenant in paragraph 1 of Schedule 1.

12. Interest on late payment

If any sum or amount has not been paid to the Council by the date it is due, the Owner shall pay the Council interest on that amount at the Default Interest Rate (both before and after any judgment). Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

13. Ownership

13.1 The Owner warrants that no person other than the Owner and the Mortgagee has any legal or equitable interest in the Property save for the interest of Renaissance Group Limited in that part of the Property within Land Registry title number WYK721224 until the completion of the registration of the Owner of that land.

13.2 Until the covenants, restrictions and obligations in Schedule 1 have been complied with, save in respect of any disposal to a plot purchaser of a Dwelling, the Owner will give to the Council as soon as reasonably practicable, the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

- (a) the name and address of the person to whom the disposition was made; and
- (b) the nature and extent of the interest disposed of together with the area of the Property disposed of by reference to a plan.

14. Reasonableness

Any approval, consent, direction, authority, agreement or action to be given by the Council under this deed shall not be unreasonably withheld or delayed.

15. Cancellation of entries

15.1 On the written request of the Owner at any time after each or all of the obligations have been performed or otherwise discharged (and subject to the payment of the Council's reasonable and proper costs) the Council will issue a written confirmation of such performance or discharge.

15.2 Following the performance and full satisfaction of all the terms of this agreement or if this deed is determined pursuant to clause 9 (and subject to the payment of the Council's reasonable and proper costs and charges) the Council will on the written request of the Owner cancel all entries made in the local land charges register in respect of this deed.

16. Disputes

Any dispute, controversy or claim arising out of or relating to this deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this deed, shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- (a) the tribunal shall consist of a single arbitrator appointed jointly by the parties; and
- (b) in default of the parties' agreement as to the arbitrator, the arbitrator shall be appointed on either party's request by the President for the time being of the Royal Institution of Chartered Surveyors;
- (c) the costs of the arbitration shall be payable by the parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction, then equally); and
- (d) the seat of the arbitration shall be London.

17. **No fetter of discretion**

Nothing (contained or implied) in this deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

18. **Waiver**

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.

19. **Future Permissions**

Nothing in this agreement shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof pursuant to section 96A of TCPA 1990) granted after the date of the Planning Permission.

20. **Agreements and Declarations**

The parties agree that:

- (a) nothing in this deed constitutes a planning permission or an obligation to grant planning permission; and
- (b) nothing in this deed grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

21. **Notices**

21.1 Any notice to be given under this deed must be in writing and must be:

- (a) delivered by hand; or
- (b) sent by pre-paid first class post or other next working day delivery service.

21.2 Any notice to be given under this deed must be sent to the relevant party as follows:

- (a) to the Council at the Civic Centre, Market Street, Huddersfield, HD1 2JR marked for the attention of Legal Services

- (b) to the Owner at its registered office, marked for the attention of "The Directors"; and
- (c) to the Mortgagee at the address given above

or as otherwise specified by the relevant party by notice in writing to each other party.

21.3 Any notice given in accordance with clause 21.1 and clause 21.2 will be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice or document is left at the address provided that if delivery occurs before 9.00 a.m. on a Working Day, the notice will be deemed to have been received at 9.00 a.m. on that day, and if delivery occurs after 5.00 p.m. on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 a.m. on the next Working Day; or
- (b) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

21.4 A notice given under this deed shall not be validly given if sent by e-mail or facsimile.

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

22. **Third party rights**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

23. **Value added tax**

23.1 Each amount stated to be payable by the Council or the Owner to the other under or pursuant to this deed is exclusive of VAT (if any).

23.2 If any VAT is at any time chargeable on any supply made by the Council or the Owner under or pursuant to this deed, the party making the payment shall pay the other an amount equal to that VAT as additional consideration on receipt of a valid VAT invoice.

24. **Governing Law**

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 construed in accordance with the law of England.

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 – Owner's covenants to the Council

1. **Arrangements for maintenance of open space**
- 1.1 Prior to Commencement of Development to submit to the Council for their approval the Open Space Management Plan and not to Commence Development until the Council has approved the Open Space Management Plan. In the event that the Council considers (acting reasonably) that it is unable to approve the submitted version of the Open Space Management Plan the Owner shall submit a revised version to the Council, taking into account any comments that the Council has provided for their approval. Such procedure shall be repeated as often as is necessary until the Council approved the Open Space Management Plan.
- 1.2 Prior to the completion of a Phase, to lay out the Public Open Space within that Phase and make it available for public use.
- 1.3 The Owner covenants to fully comply with the approved Open Space Management Plan from the Commencement of Development and at all times thereafter to manage and maintain the Public Open Space in accordance with the details set out in the Open Space Management Plan.
- 1.4 Prior to Occupation of 80% of the Dwellings to transfer the Public Open Space to the Management Company and thereafter, the Management Company shall maintain and manage the Public Open Space in accordance with the Open Space Management Plan in perpetuity.
- 1.5 No part of the Public Open Space shall be transferred or leased to any Management Company unless the identity of that Management Company has been approved by the Council (acting reasonably). In seeking approval of any Management Company the Owner shall provide the Council with details of the assets, how the ongoing maintenance and management works will be funded, the structure of the Management Company, voting rights and such other information as the Council (acting reasonably) shall require.
- 1.6 The Owner shall ensure that the Council is provided with up to date contact details (including a contact name, address, telephone number and email address) of any third party or person who is engaged or contracted to carry out any maintenance or management works in respect of the Public Open Space.
- 1.7 The Council may upon reasonable notice enter the Property in order to check and monitor compliance with the Open Space Management Plan.
- 1.8 In the event that the Council considers (acting reasonably) that the requirements of the Open Space Management Plan are not being complied with then the Council may serve a notice on the Owner or the Management Company as relevant requiring the Owner or the Management Company (as appropriate) to undertake such remedial steps as are specified in the notice.
- 1.9 The Owner or the Management Company (as appropriate) shall comply with the terms of any notice served by the Council pursuant to paragraph 1.8 above within 28 days of

the date of service by the Council of the said notice or within such other fair and reasonable period that may be agreed by the Council in writing.

2. Arrangements for drainage maintenance

- 2.1 Prior to the Commencement of Development, the Owner shall submit to the Council for approval the SuDS Maintenance and Management Plan covering the issues in the Schedule.
- 2.2 Development shall not be Commenced unless and until the SuDS Maintenance and Management Plan has been approved by the Council. In the event that the Council considers (acting reasonably) that it is unable to approve the submitted version of the SuDS Maintenance and Management Plan the Owner shall submit a revised version to the Council, taking into account any comments that the Council has provided for their approval. Such procedure shall be repeated as often as is necessary until the Council approved the SuDS Maintenance and Management Plan.
- 2.3 The Owner covenants to fully comply with the approved SuDS Maintenance and Management Plan from the Commencement of Development and at all times thereafter to manage and maintain the SuDS in accordance with the details set out in the SuDS Maintenance and Management Plan unless and until the SuDS have been adopted by the Water Company.
- 2.4 Prior to Occupation of the 80% of the Dwellings to transfer the SuDS to the Management Company and thereafter, the Management Company shall maintain and manage the SuDS in accordance with the SuDS Maintenance and Management Plan in perpetuity SAVE THAT this obligation shall not apply where the SuDS has been adopted by the Water Company.
- 2.5 No part of the SuDS shall be transferred or leased to any Management Company unless the identity of that Management Company has been approved by the Council (acting reasonably). In seeking approval of any Management Company the Owner shall provide the Council with details of the assets, how the ongoing maintenance and management works will be funded, the structure of the Management Company, voting rights and such other information as the Council (acting reasonably) shall require.
- 2.6 The Owner shall ensure that the Council is provided with up to date contact details (including a contact name, address, telephone number and email address) of any third party or person who is engaged or contracted to carry out any maintenance or management works in respect of the SuDS.
- 2.7 Unless and until such time as the SuDS are adopted by the Water Company the Council may upon reasonable notice enter the Property in order to check and monitor compliance with the SuDS Maintenance and Management Plan.
- 2.8 In the event that the Council considers (acting reasonably) that the requirement of the SuDS Maintenance and Management Plan are not being complied with then the Council may serve a notice on the Owner or the Management Company as relevant requiring the Owner or the Management Company (as appropriate) to undertake such remedial steps as are specified in the notice.

- 2.9 The Owner or the Management Company (as appropriate) shall comply with the terms of any notice served by the Council pursuant to paragraph 2.8 above within 28 days of the date of service by the Council of the said notice or within such other fair and reasonable period that may be agreed by the Council in writing.
- 2.10 The approved SuDS Maintenance and Management Plan shall only be varied or amended with the prior written approval of the Council.
3. **Phasing**
- 3.1 Prior to Commencement of Development, the Owner shall submit for the Council's approval:
- (a) the Schedule of Works; and
 - (b) the Mill Pond Restoration Scheme.
- 3.2 The Owner shall not Commence Development or permit Development to be Commenced until the Schedule of Works and the Mill Pond Restoration Scheme have been approved by the Council.
- 3.3 The Owner shall undertake all works detailed within the approved Schedule of Works within twelve (12) months of the date of this Deed.
- 3.4 The Owner shall not carry out construction beyond floor slab level of any dwelling in Phase 2 until the Mill Building has been completed to First Fix to the Council's satisfaction and approval by the Council of the First Fix has been received in writing.
- 3.5 The Owner shall provide the Council with evidence of completion to First Fix stage before proceeding with any work above floor slab level to a dwelling in Phase 2.
- 3.6 The Council may upon reasonable notice enter the Property in order to check and monitor progress in respect of the Schedule of Works and/or the First Fix in respect of the Mill Building.
- 3.7 The Mill Pond shall be restored to the reasonable satisfaction of the Council in accordance with the Mill Pond Restoration Scheme as approved by the Council pursuant to paragraphs 3.1 and 3.2 above before any Dwelling within Phase 2 is Occupied and no Dwelling within phase 2 shall be Occupied or be permitted to be Occupied until the Council has confirmed in writing that the Mill Pond has been satisfactorily restored.
4. **Overage**
- 4.1 Prior to Occupation of 75% of the Dwellings the Owner shall submit to the Council for their approval the Final Conversion Costs and shall not Occupy or permit to be Occupied more than 75% of the Dwellings until the Final Conversion Costs have been submitted to and approved by the Council pursuant to paragraphs 4.2 to 4.4 hereof.
- 4.2 The Council shall review the Final Conversion Costs and the Owner shall pay upon demand any reasonable professional costs incurred by the Council in reviewing the Final Conversion Costs.

- 4.3 The Council shall confirm in writing to the Owner within 60 no. Working Days (or such alternate period as shall reasonably be required by the Council) following receipt of the Final Conversion Costs that
- (a) the Final Conversion Costs are agreed; or
 - (b) that the Council requires further clarification or details in respect of the Final Conversion Costs and where such further clarification or details are required the Council shall specify (acting reasonably) what further information and or details are required, which the Owner shall provide within 10 no. Working Days of receipt of the Council's response; or
 - (c) that the Final Conversion Costs are not agreed in which case the Council shall provide the Owner with its own assessment of the Final Conversion Costs and within 10 no. Working Days of the Council's response the Owner shall either agree in writing the Council's assessment, or submit further details and information to the Council as to the Owner's assessment of the Final Conversion Costs.
- 4.4 The process outlined at paragraphs 4.2 and 4.3 hereof shall be repeated until such time as agreement is reached in writing between the Council and the Owner in respect of the Final Conversion Costs. Both parties shall act reasonably.
- 4.5 Where the Final Conversion Costs agreed as between the Owner and the Council pursuant to paragraphs 4.2 to 4.4 hereof are lower than the Conversion Costs the Council shall within 10 no. Working Days of reaching agreement with the Owner as to those Final Conversion Costs inform the Owner in writing as to whether the Council requires a full Viability Re-appraisal to be submitted.
- 4.6 Where the Council requires a Viability Re-Appraisal to be submitted pursuant to paragraph 4.5 hereof:
- (a) the Owner shall submit that Viability Re-Appraisal within 30 no. Working Days of the Council's request;
 - (b) the provisions of paragraphs 4.2 to 4.4 shall apply mutatis mutandi to that Viability Re-appraisal; and
 - (c) the Owner shall not Occupy or permit to be Occupied more than 80% of the Dwellings until the Viability Re-appraisal has been agreed by the Council pursuant to paragraphs 4.2 to 4.4 hereof.
- 4.7 Where the agreed Viability Re-appraisal identifies a Surplus, within 20 no. Working Days following written agreement of the Viability Re-Appraisal the Owner shall pay to the Council in the following order of priority:
- (a) the Additional Education Contribution;
 - (b) and the Affordable Housing Contribution (if any)
- provided always that nothing in this paragraph 4.7 shall require the Owner to pay to the Council a sum that is greater than the Surplus.
5. **Off site highway improvements**
- 5.1 On or before the Commencement Date to pay the Highways Works Contribution to Council

5.2 Not to Commence Development until the Highways Contribution has been paid to the Council in full.

6. **Education Contribution**

6.1 On or before the Commencement Date to pay the Education Contribution to the Council

6.2 Not to Commence Development until the Education Contribution has been paid to the Council in full.

7. **Dedication**

7.1 The Owner shall not carry out construction beyond floor slab level of Block i1, Block i2 and Block i3 until the PROW Scheme has been submitted to the Council for approval and shall not carry out construction beyond floor slab level of Block i1, Block i2 and Block i3 until the PROW Scheme has been approved.

7.2 Following approval of the PROW Scheme pursuant to paragraph 7.1 hereof to undertake the Development in accordance with the approved PROW Scheme and to enter into any deed of dedication in respect of the PROW or any part of the PROW as required by and in accordance with any timescales within the approved PROW Scheme.

Schedule 2 – Covenants by the Council

1. Highways Contribution

- 1.1 To pay the Highways Contribution into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable.
- 1.2 Not to use any part of the Highways Contribution other than for the purposes for which it was paid (whether by the Council or another party).
- 1.3 In the event that the Highways Contribution has not been spent or committed for expenditure by the Council within ten (10) years following the date of receipt of the Highways Contribution the Council shall refund to the Owner any part of the Highways Contribution which has not been spent or committed for expenditure, together with any accrued interest.

2. Education Contribution

- 2.1 To pay the Education Contribution into a separately identified interest-bearing section of the Council's combined accounts as soon as reasonably practicable.
- 2.2 Not to use any part of the Education Contribution other than for the purposes for which it was paid (whether by the Council or another party).
- 2.3 In the event that the Education Contribution has not been spent or committed for expenditure by the Council within ten (10) years following the date of receipt of the Education Contribution the Council shall refund to the Owner any part of the Education Contribution which has not been spent or committed for expenditure, together with any accrued interest.

Schedule 3 – Issues to be covered in the SuDS Maintenance and Management Plan

The SuDS Maintenance and Management Plan shall include detailed measures setting out how the SuDS will be maintained and managed and will include:-

1. Details and a programme for the long term management and maintenance works to cover all aspects of the SuDS to include:-
 - a detailed maintenance schedule and methodology for all individual SuDS components to maintain the functionality of the SuDS, water storage and treatment;
 - a detailed schedule and methodology for the inspection, maintenance and replacement as required of engineering features including inlet and outlet structures, flow controls tanks and channels;
 - a detailed schedule and methodology for the inspection, maintenance and replacement as required of any other SuDS features;
 - a detailed schedule and methodology for litter and debris removal, landscape and grass cutting, weeding and sediment removal;
 - details of the procedure in place for dealing with extreme rainfall events (both prior and post event)
 - plans at 1:200 scale which show the extent of the SuDS features, the extent of the landscape features, details of connections to Yorkshire Water sewers and details of whether the SuDS feature is a designated asset under the Floor & Water Management Act 2010.
2. Detailed maintenance schedules will be provided which must include details of the frequency of all actions and routine maintenance activities, the timing of all inspections (including annual inspections) and the timing of management works arising from inspections.
3. Details of the maintenance regime that will be adopted during the construction phase up until the point that the SuDS is signed off as complete in accordance with the approved design.
4. Details of vehicular and pedestrian access arrangements relating to the inspection and maintenance of SuDS.

THE CORPORATE COMMON SEAL
of THE COUNCIL OF THE BOROUGH OF KIRKLEES)
Was hereto affixed But not delivered until the date hereof
In the presence of:

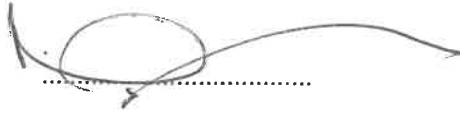


[Handwritten signature]

Service Director — Legal, Governance
and Commissioning / Authorised Signatory

..... 020662

Signed as a deed by Westwood Wilson Ltd., acting by its director, in the presence of



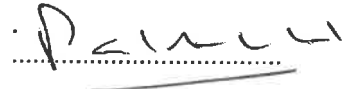
Director

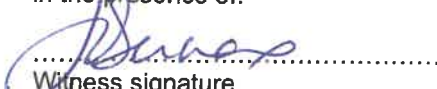

Witness signature

MRS JUDITH MARY DUNNE
Witness print name

7. WINDWAYS, THE GREEN
DUNSFOLD, SY. Q08 4NB
Witness address

Signed as a deed by Paul Adrian Smith in the presence of:




Witness signature

MRS JUDITH MARY DUNNE
Witness print name

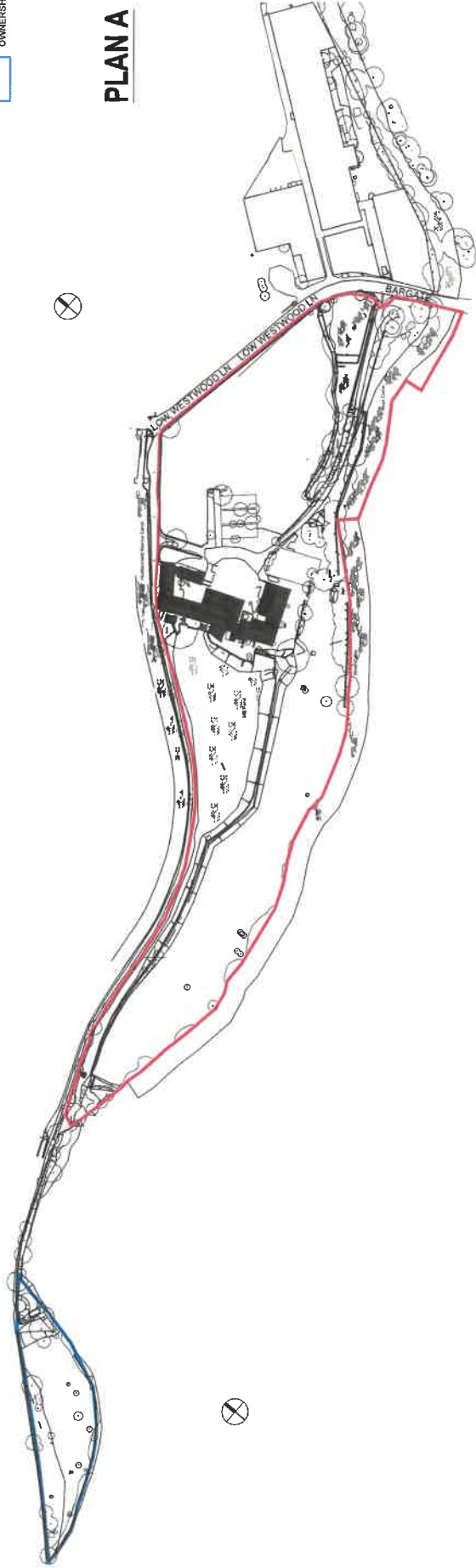
7. WINDWAYS, THE GREEN
DUNSFOLD SY Q08 4NB
Witness address

Annex A. Plan A

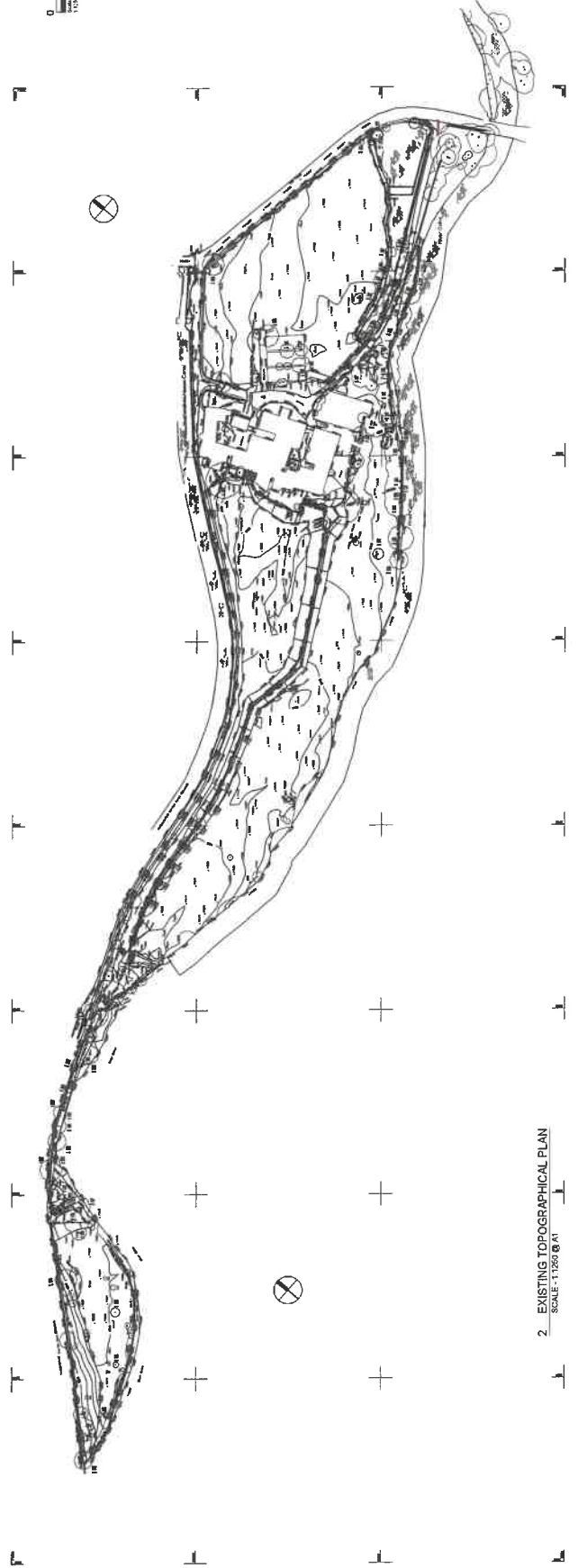
Notes: This plan and the accompanying site plan are prepared in accordance with the provisions of the Planning Act, 1990 and the Planning and Development Act, 2000. The applicant is responsible for providing all necessary information and for ensuring that the information is accurate and complete. The applicant is also responsible for ensuring that the information is up to date and that it reflects the current state of the site. The applicant is also responsible for ensuring that the information is consistent with the relevant planning and development regulations. The applicant is also responsible for ensuring that the information is consistent with the relevant planning and development regulations.

- LAND WITHIN APPLICATION SITE.
- OTHER LAND IN APPLICANT'S OWNERSHIP.

PLAN A



1. EXISTING SITE PLAN
SCALE - 1:1250 @ A1



2. EXISTING TOPOGRAPHICAL PLAN
SCALE - 1:1250 @ A1



No.	Description	Date	Scale
A	REVISED OWNERSHIP OUTLINE	16/10/2019	1:1250

PRIME MERIDIAN
ARCHITECTS AND PLANNING ENGINEERS

Project: WESTWOOD MILL
LINTHWAITE

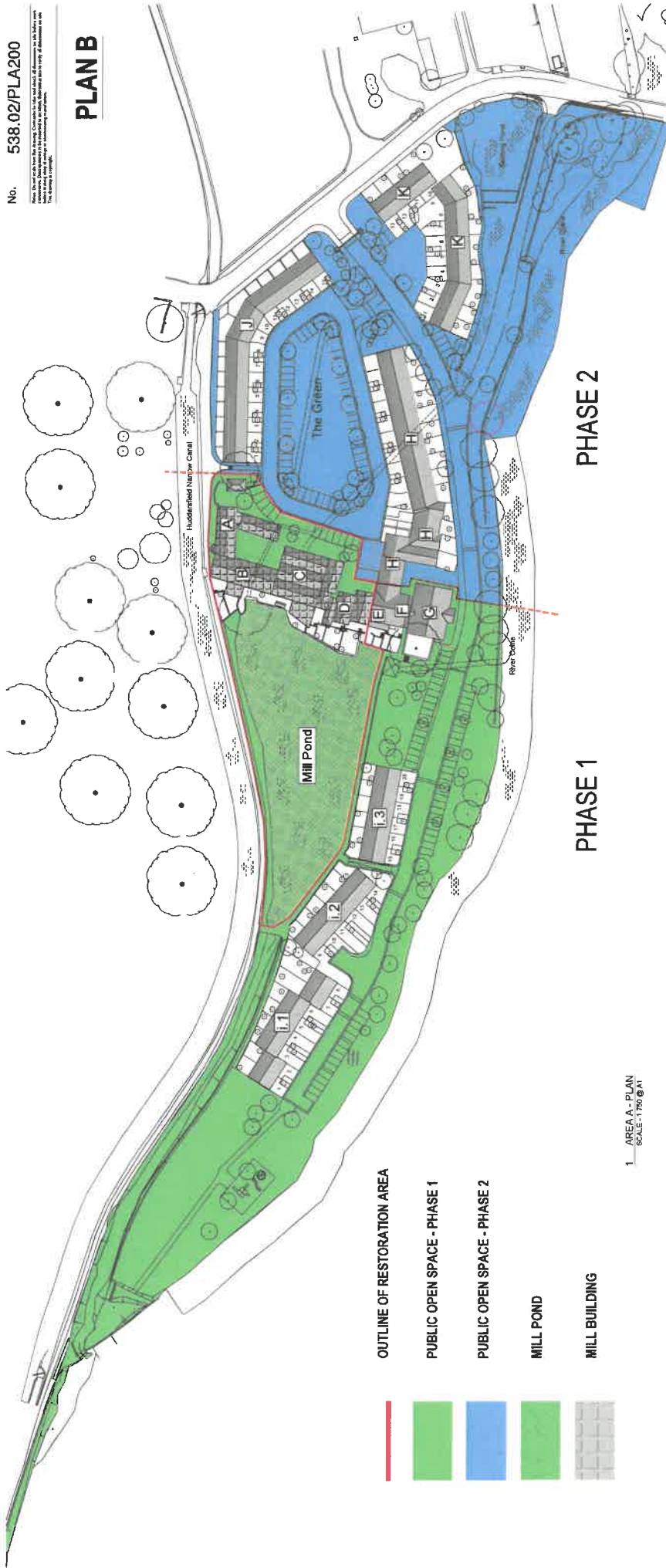
Client: WESTWOOD WILSON LTD.

Title: APPLICATION SITE/
OWNERSHIP PLAN &
EXISTING TOPO PLAN

No. 538.09/PLA01 A

Annex B. Plan B

PLAN B



OUTLINE OF RESTORATION AREA

PUBLIC OPEN SPACE - PHASE 1

PUBLIC OPEN SPACE - PHASE 2

MILL POND

MILL BUILDING

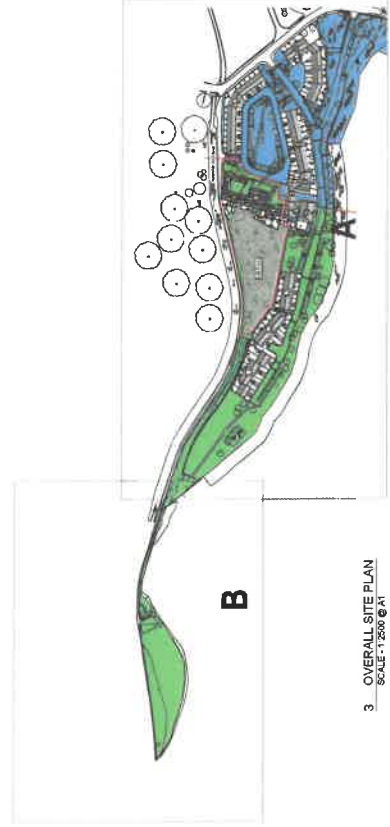


PHASE 1

PHASE 2

1 AREA A - PLAN
SCALE: 1:750 @ A1

2 AREA B - PLAN
SCALE: 1:750 @ A1



3 OVERALL SITE PLAN
SCALE: 1:250 @ A1



Rev	Description	Date	By

PRIME MERIDIAN
ARCHITECTS AND CONSULTING ENGINEERS

The Prime Meridian Co. Ltd
200, Colton Street
Huddersfield, West Yorkshire
HD1 3JH
Tel: 01484 250000
Fax: 01484 250001
www.prime-meridian.co.uk

Client: WESTWOOD WILSON LTD.

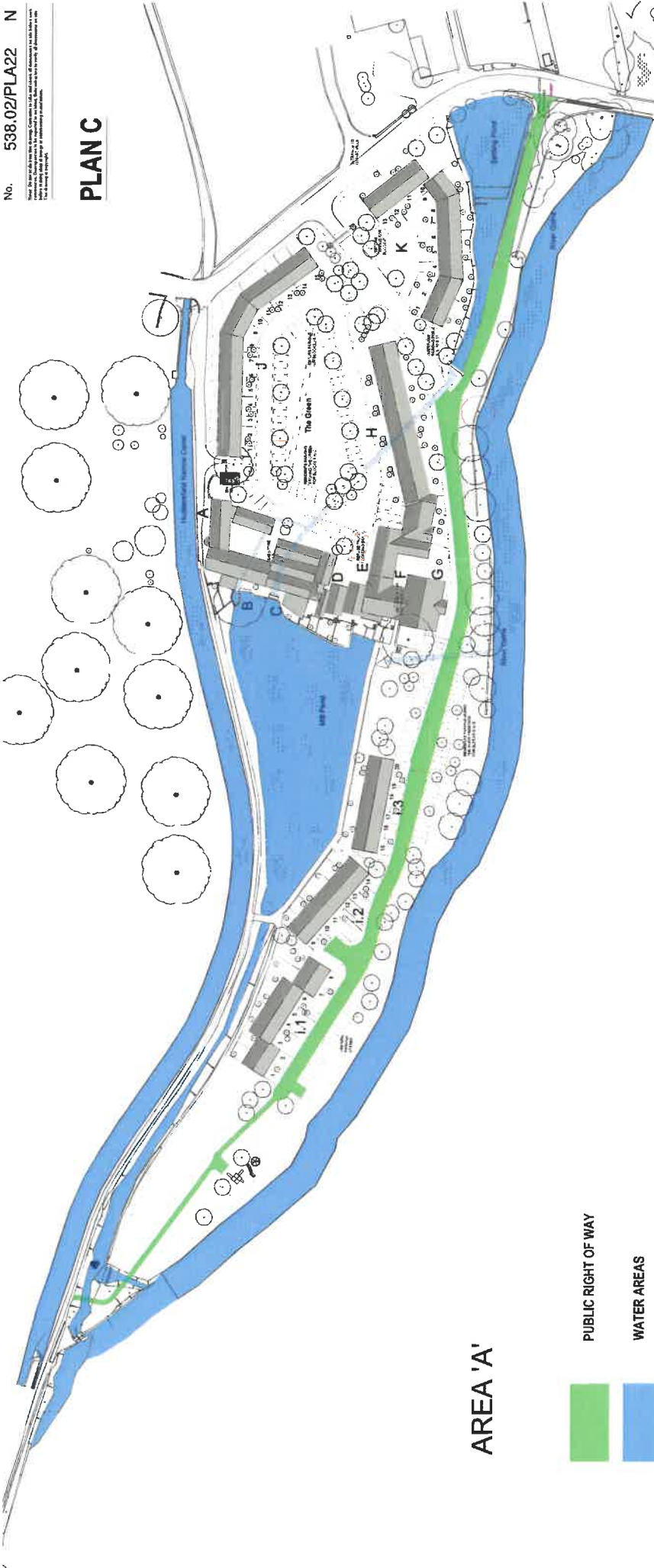
Project: WESTWOOD MILL
LINTHWAITE

Title: PHASING OF THE
DEVELOPMENT

Date:	01/10/19 12
Scale:	1:500 @ A1
Drawn:	SP
No.	538.02/PLA200

Annex C. Plan C

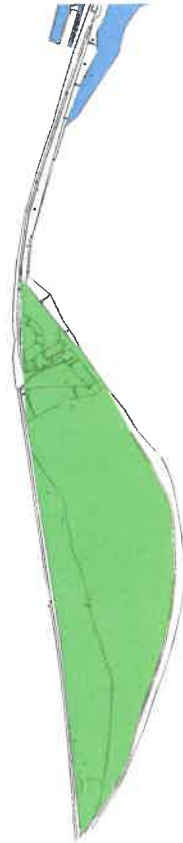
PLAN C



AREA 'A'

- PUBLIC RIGHT OF WAY
- WATER AREAS
- UNDERGROUND WATER

REV	Description	Date	By	Scale
N	NEW LAYOUT	16/11/18	DM	1:500
M	CHANGED MIN RETENAGE	16/11/18	DM	1:500
L	HANDLED HOUSES & NEW PLANTERS	06/12/18	DM	1:500
K	REWORK E.P. & F. CHANGED	25/01/19	DM	1:500
J	NEW SITE LAYOUT	06/02/19	DM	1:500
I	NEW TOWNSHIP HEAD	20/02/19	DM	1:500
H	AMENITIES TO ROAD	16/11/18	DM	1:500
G	AMENITIES TO CARPARK AND ROAD	16/11/18	DM	1:500
F	REWORK TOWNSHIP LAYOUT	17/11/18	DM	1:500
E	NEW TOWNSHIP LAYOUT	16/11/18	DM	1:500
D	NEW TOWNSHIP LAYOUT	16/11/18	DM	1:500
A	NEW COLOURS AND MATERIALS	28/01/18	DM	1:500



AREA 'B'



AREA 'A'



PRIME MERIDIAN
ARCHITECTS AND STRUCTURAL ENGINEERS

100, The Green, Lintwaite
Skipton, West Yorkshire YO21 2JG
Tel: 01751 534200
www.primemeridian.co.uk

Client: WESTWOOD WILSON LTD.
Project: WESTWOOD MILL LINTWAIITE

Title: PUBLIC OPEN SPACE LAYOUT & AREAS OF RECREATIONAL ACTIVITIES

Date: 28/01/2019
Scale: 1:500 (A1)

No. 538.02/PLA22 N

Annex D. Base Appraisal

WESTWOOD WILSON LIMITED

WESTWOOD MILL DEVELOPMENT

COMPLETE SCHEME

Feasibility Costs

Forecast April 23



				A, B, C & D	E, F, G, H	Total	Item
PROFESSIONAL FEES (excluding VAT):				£6,838,000	£25,163,750	£31,998,750	Totals
1	Architect Fees		1.76%		121,500	447,915	669,415
2	Structural Engineer Fees		1.43%		81,000	377,458	458,458
3	Quantity Surveyor Fees	Pre-Contract	0.83%				
4	Quantity Surveyor Fees	Cashflows	0.13%		58,731	208,829	267,560
5	Quantity Surveyor Fees	Post-Contract	0.66%		18,000	25,164	43,164
			5.04%		58,781	216,408	275,189
6	FORECAST FEES						
	PRELIMINARIES: A, B, C & D						
				A, B, C & D	E, F, G, H	Total	Item
7	Project Management (MW)	As listed below					
8	Site Management	}					
9	General site Labour	}					
10	CDM & H&S	}					
11	Insurance	}					
12	Site Set-Up, Clearing & preparation	}					
13	Site Fencing Erection & Removal	}					
14	Clear Away Rear Security Fencing	}					
15	Tidy Site & Leave Clean and Ready for 2nd Fix	}					
16	Scaffolding & Temporary Stairs	}					
17	Waste skips	}					
18	Temporary services: water & power	}					
19	Travelling	}					
20	Telephone calls	}					
21	Sundry other incidental costs	}					
	Net Total				X		
22	TOTALS		£25,683,200	14.85%	717,642	3,019,850	3,737,292
BLOCKS A-D SHELL ONLY							£3,737,292
23	Demolitions and Alterations						
			£30,000	£31,000	£35,000	£24,000	£120,000
24	Substructure		£82,000	£92,000	£130,000	£87,000	£371,000
25	Frame		£19,000	£44,000	£53,000	£52,000	£168,000
26	Upper Floors		£81,000	£72,500	£65,000	£52,500	£241,000
27	Roofing		£111,000	£128,000	£172,000	£122,000	£533,000
28	Staircases		£34,000	£40,000	£25,000	£25,000	£124,000
29	External Walls		£100,000	£97,000	£99,000	£100,000	£396,000
30	External Doors & Windows		£105,500	£86,400	£110,100	£132,000	£444,000
31	sub-totals		£522,500	£690,900	£679,100	£596,500	£2,489,000
32	Prelims						
33	Contingencies	circa	15.00%	£78,375	£90,135	£101,665	£269,250
34	TOTALS	circa	10.00%	£52,250	£80,050	£87,941	£209,446
			100.00%	£683,125	£761,083	£848,936	£2,998,823
FIT OUT BLOCKS A, B, C & D							
35	Internal Walls						
			10.86%	£72,545	£82,579	£110,631	£287,705
36	Internal Doors		5.15%	£34,402	£39,161	£52,463	£126,026
37	Wall Finishes		6.84%	£45,691	£52,011	£69,879	£167,581
38	Floor Finishes		6.92%	£46,228	£52,620	£70,494	£169,342
39	Ceiling Finishes		2.77%	£14,498	£16,501	£22,106	£53,105
40	Decorations		3.64%	£23,647	£26,918	£36,062	£86,527
41	Fittings		14.84%	£97,795	£111,323	£149,138	£358,256
42	M & E installations		49.88%	£333,198	£379,285	£506,128	£1,218,611
43	sub-totals		100.00%	£868,000	£760,400	£1,018,708	£2,647,000
44	Prelims						
45	Contingencies	circa	11.00%	£73,480	£83,644	£112,057	£269,181
46	TOTALS	circa	10.00%	£86,800	£76,040	£101,870	£260,780
			100.00%	£954,800	£836,440	£1,120,578	£2,907,780
BLOCKS H, R & S							
47	Demolitions and Alterations						
48	Substructure						
49	Upper Floors						
50	Roofing						
51	Staircases						
52	External Walls						
53	External Doors & Windows						
54	Internal Walls						
55	Internal Doors						
56	Wall Finishes						
57	Floor Finishes						
58	Ceiling Finishes						
59	Fittings						
60	M & E installations						
61	sub-totals						
62	Prelims						
63	Contingencies	circa	15.00%	£281,550	£213,300	£206,550	£699,400
64	TOTALS	circa	10.00%	£187,700	£142,200	£137,700	£467,600
			100.00%	£1,055,700	£902,600	£1,156,408	£3,114,708
BLOCKS E, F, G, H, J & K							
65	Demolitions and Alterations						
66	Substructure						
67	Upper Floors						
68	Roofing						
69	Staircases						
70	External Walls						
71	External Doors & Windows						
72	Internal Walls						
73	Internal Doors						
74	Wall Finishes						
75	Floor Finishes						
76	Ceiling Finishes						
77	Fittings						
78	M & E installations						
79	sub-totals						
80	Prelims						
81	Contingencies	circa	15.00%	£742,350	£494,950	£430,200	£1,667,500
82	TOTALS	circa	10.00%	£494,900	£329,700	£288,800	£1,113,400
			100.00%	£1,539,250	£1,224,600	£1,439,200	£4,203,050

EXTERNAL WORKS & DRAINAGE WORKS							Total
83	Mil Pond Clearance & Restoration					£250,000	£250,000
84	Clear Site & Shape Ground					£150,000	£150,000
85	Drainage, Manholes & surface Water					£250,000	£250,000
86	Install Main Drains & Roadway					£500,000	£500,000
87	Garden Walls, Soft & Hard Landscaping					£400,000	£400,000
88	sub-total					£1,350,000	£1,350,000
89	Prisms	cfra	15.00%			£232,500	
90	Contingencies	cfra	10.00%			£155,000	
91	TOTALS		100.00%			£1,937,500	£1,937,500
CONTINGENCIES:							Total
92	Contingencies					A, B, C & D	E, F, G, H.
93	TOTAL forecast Construction Cost					£365,168	£2,013,100
							excluding VAT
							£33,810,574

FORECAST SALES							
PROPERTY SALES ASSUMPTIONS							
94	BLOCK A		A	£1,451,720	8	£181,465	
95	BLOCK B		B	£1,814,890	10	£181,465	
96	BLOCK C		C	£1,896,115	11	£181,465	
97	BLOCK D		D	£544,395	3	£181,465	
98	BLOCK D		D	£1,235,740	6	£205,957	
99	Total Revenue Completed Sales			£7,942,620	38		£7,042,620
99	BLOCKS E, F & G 25 Apartments / Ave Price			£5,245,520	25	£208,821	
100	BLOCK H 16 Houses / Ave Price			£8,214,785	13	£478,080	
101	BLOCK H 8 Houses / Ave Price			£3,203,246	8	£400,406	
102	BLOCK I 8 Houses / Ave Price			£2,402,438	6	£400,406	
103	BLOCK I 8 Houses / Ave Price			£2,402,438	6	£400,406	
104	BLOCK J 15 Houses / Ave Price			£6,185,046	15	£411,083	
105	BLOCK K 13 Houses / Ave Price			£5,817,981	13	£447,492	
	Garages			£300,000	61	£14,754	
106	Total Revenue Completed Sales			£32,351,760	233		£32,351,760
107	TOTAL forecast REVENUE from SALES						£38,384,360
107	TOTAL FORECAST Profit on Complete Development						£5,783,806

GDV

or GDV

14.88%

Annex E. Mill Base Appraisal

WESTWOOD WILSON LIMITED

WESTWOOD MILL DEVELOPMENT

BLOCKS A, B, C & D

Feasibility Costs Forecast Jan23



PROFESSIONAL FEES (excluding VAT)							Total	Item Totals
1	Architect Fees		7.78%				121,500.00	
2	Structural Engineer Fees		1.78%				81,000.00	
3	Quantity Surveyor Fees	Pre-Contract	0.83%				£58,731	
4	Quantity Surveyor Fees	Cashflows	0.28%				£18,000	
5	Quantity Surveyor Fees	Post-Contract	0.88%				£58,781	
6	Quantity Surveyor Fees	At Final Account	0.00%				0.00	
7	FORECAST FEES	Total	4.92%				£336,012	£336,012
PRELIMINARIES							Total	
	SHELL COSTS	15.00%	£78,375	£90,135	£101,865	£88,250	359,625.00	
	FIT OUT COSTS	11.00%	£73,480	£83,844	£112,657	£88,836	358,017.00	
8	Project Management (MW)							
9	Site Management							
10	General site Labour							
11	CDM & H&S							
12	Insurances							
13	Site Set-Up, Clearing & preparation							
14	Site Fencing Erection & Removal							
15	Clear Away Rear Security Fencing							
16	Tidy Site & Leave Clean and Ready for 2nd Fix							
17	Scaffolding & Temporary Stairs							
18	Waste skips							
19	Temporary services: water & power							
20	Traveling							
21	Telephone calls							
22	Sundry other incidental costs							
23	TOTALS	0.00%						
	BLOCKS A-D SHELL ONLY		£181,888	£173,779	£213,922	£178,086	£746,675	£746,675
24	Demolitions and Alterations		£36,000	£31,000	£35,000	£24,000	£126,000	
25	Substructure		£62,000	£92,000	£180,000	£87,000	£521,000	
26	Frame		£18,000	£44,000	£53,000	£52,500	£167,500	
27	Upper Floors		£81,000	£72,500	£55,000	£52,500	£261,000	
28	Roofing		£111,000	£128,000	£172,000	£122,000	£533,000	
29	Staircases		£34,000	£40,000	£25,000	£25,000	£124,000	
30	External Walls		£100,000	£97,000	£98,000	£180,000	£395,000	
31	External Doors & Windows		£105,500	£98,400	£110,100	£132,000	£444,000	
32	sub-totals		£822,500	£880,900	£879,100	£585,000	£3,167,500	£2,387,500
33	Primals	15.00%	£78,375	£90,135	£101,865	£89,250		
34	Contingencies	10.00%	£82,250	£88,090	£87,910	£58,500		
35	TOTALS		£883,125	£781,093	£848,006	£743,889	£2,996,823	
	FIT OUT BLOCKS A, B, C & D							
36	Internal Walls	10.86%	£72,545	£82,578	£110,631	£87,705	£253,460	
37	Internal Doors	5.18%	£34,402	£39,181	£52,463	£41,591	£167,637	
38	Wall Finishes	8.84%	£45,891	£52,011	£68,879	£55,240	£222,021	
39	Floor Finishes	6.92%	£46,226	£52,620	£70,493	£58,886	£228,226	
40	Ceiling Finishes	2.17%	£14,498	£16,501	£22,108	£17,525	£70,632	
41	Decorations	3.54%	£23,647	£26,818	£36,082	£28,588	£115,218	
42	Fits	14.64%	£97,795	£11,323	£149,138	£118,233	£376,489	
43	M & E Installations	49.80%	£333,198	£379,288	£508,128	£402,831	£1,623,445	
44	sub-totals	100.00%	£888,000	£708,400	£1,818,708	£887,890	£3,154,700	£3,154,700
45	Primals	11.00%	£73,480	£83,844	£112,657	£88,836		
46	Contingencies	10.00%	£88,800	£76,040	£101,870	£80,790		
47	TOTALS	100.00%	£888,280	£820,884	£1,232,827	£977,196	£3,938,187	
48	CONTINGENCIES							
48	Contingencies	10.00%	£118,060	£136,080	£169,811	£140,209	£564,160	£564,168
49	TOTAL EXCLUDING External Works & Drainage	Excluding VAT					£4,815,818	£7,171,022
FORECAST APARTMENT SALES for BLOCKS A, B, C & D								
HOUSE SALES ASSUMPTIONS								
50	BLOCK A	A		£1,451,720	8	£181,468		
51	BLOCK B	B		£1,514,950	10	£181,468		
52	BLOCK C	C		£1,896,115	11	£181,468		
53	BLOCK D	D		£544,395	3	£181,468		
54	BLOCK D	D		£1,235,740	6	£205,957		
55	Total Revenue Completed Sales			£7,042,620	9			£7,042,620
56	TOTAL FORECAST Profit (+) Loss (in Development of Blocks A, B, C & D EXCLUDING External Works & Drainage)						-£128,402	-1.79%