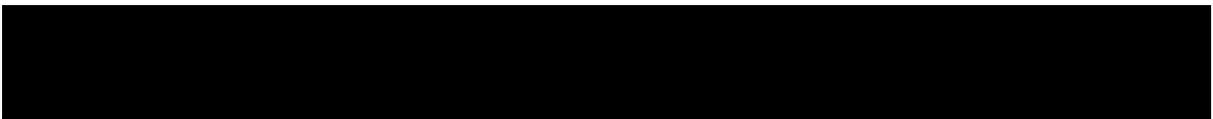


DATED

2021

THE COUNCIL OF THE CITY OF COVENTRY

and



and

HALLAM LAND MANAGEMENT LIMITED

SECTION 106 PLANNING AGREEMENT

**relating to
Land at Eastern Green SUE Coventry and the proposed housing mix
Planning Application Ref: OUT/2018/3225**

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THIS DEED is dated

2021 and entered into between:

- (1) **THE COUNCIL OF THE CITY OF COVENTRY** of The Council House, Earl Street, Coventry CV1 5RR (the “Council”);
- (2) [REDACTED]
[REDACTED]
[REDACTED] both care of Bentley Reid & Co (UK) Limited, 29 Queen Anne’s Gate, London, SW1H 9BU together the trustees for the time being of the Eastern Green Land Pool Trust (the “**Owner**”); and
- (3) **HALLAM LAND MANAGEMENT LIMITED** incorporated and registered in England and Wales with company number 02456711 whose registered office is at Banner Cross Hall, Ecclesall Road South, Sheffield S11 9PD (the “**Developer**”)

WHEREAS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated.
- (B) The Owner is the freehold owner of the Site.
- (C) The Developer and the Owner made the Planning Application and the Council granted the Planning Permission on 3 June 2021.
- (D) The Developer has entered into a planning promotion agreement with the Owner.
- (E) The Developer and the Owner have accepted that the Development should be undertaken in accordance with the terms of this Deed in order to regulate the housing mix in the Development.

AGREED TERMS

1. INTERPRETATIONS

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

1.1 Definitions:

Act:	means the Town and Country Planning Act 1990 (as amended from time to time);
Development:	means the development authorised by the Planning Permission;
Housing Mix	means the mix of different types of Residential Dwellings to be expressed by reference to the number of bedrooms in the types of proposed Residential Dwellings;
Plan 1:	means the plan annexed hereto at Appendix 1 being the Redline Plan drawing number 6285-L-002 F;
Planning Application:	means the application for outline planning permission registered by the Council on 20 November 2018 under reference number OUT/2018/3225;
Planning Permission:	means the planning permission issued by the Council on 3 June 2021 in respect of the Planning Application;
Residential Dwellings:	means the dwellings to be constructed on the Site as part of the Development to include both the open market dwellings and affordable housing dwellings and “Residential Dwelling” shall mean any one of them;
Reserved Matters Application:	means an application for reserved matters approval in relation to the Planning Permission and the term “Reserved Matters Approval” shall be construed accordingly;

Site:	means the land at Eastern Green, Coventry shown edged red on Plan 1 and registered at HM Land Registry with absolute title under title numbers WM705548 WM666314 WM263479 WM338827 WM301814 WM271917 WK150371 WK112252 WM196118 MM31390 and WK212880;
Sub-Phase:	means a part of the Site which includes proposed Residential Dwellings and for which a Reserved Matters Application is to be submitted;
Working Day:	means 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 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 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.
- 1.6 References to clauses and Schedules are to the clauses and Schedules of this Deed.
- 1.7 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 is made pursuant to the provisions of section 106 of the Act, 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 Act and are entered into by the

Owner with the intention that they bind the interests held by those persons in the Site 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 Act.

3. CONDITIONALITY AND LEGAL EFFECT

- 3.1 This Deed shall take effect on the date hereof.

4. OWNER COVENANTS TO THE COUNCIL

- 4.1 The Owner covenants with the Council as follows:

4.1.1 Not to carry out the Development on a Sub-Phase unless and until the Housing Mix for that Sub-Phase has been approved by the Council;

4.1.2 Not to carry out the Development on a Sub-Phase other than in accordance with the approved Housing Mix for that Sub-Phase.

5. CONFIRMATION OF INTEREST

- 5.1 The Owner hereby warrants and confirms that it remains at the date of this Deed freehold owners of the Site being land within Title Numbers: WM705548 WM666314 WM263479 WM338827 WM301814 WM271917 WK150371 WK112252 WM196118 MM31390 and WK212880 which was transferred to the Owner by transfers dated 25th November 2020 such land being free from any encumbrances other than those noted in the following Land Registry official copy of the register for the above title numbers: 9th September 2021.

6. RELEASE

- 6.1 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 Site, or parting with its interest in that part of the Site to which the relevant covenant, restriction or obligation relates, save in respect of any breach subsisting prior to parting with such interest.

7. DEVELOPER'S CONSENT

- 7.1 The Developer consents to the completion of this Deed and declares that its interest in the Site shall be bound by the terms of this Deed as if it had been executed and registered as a land charge prior to the creation of the Developer's interest in the Site

PROVIDED THAT the Developer shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

8. DETERMINATION OF DEED

8.1 If the Planning Permission is quashed revoked or otherwise withdrawn or expires within the meaning of sections 91, 92 and 93 of the Act or is revoked or modified in accordance with sections 97 to 100 inclusive of the Act without the consent of the Owner this Deed shall cease to have effect (but without prejudice to the rights of either party against the other in respect of any antecedent breach).

9. LOCAL LAND CHARGE

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

10. AGREEMENTS AND DECLARATIONS

10.1 Where any notice consent approval authorisation agreement or other similar affirmation is required under the terms of this Deed the Council shall not unreasonably withhold or delay such notice consent approval authorisation agreement or other similar affirmation

11. NO FETTER OF DISCRETION

11.1 Nothing herein contained or implied shall prejudice or affect the rights discretions powers duties and obligations of the Council under all statutes by-laws statutory instruments orders and regulations in the exercise of its functions as a local authority.

12. WAIVER

12.1 No waiver (whether express or implied) by the Council of any breach or default by the Owner in performing or observing any of the obligations terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said obligations terms or conditions or from acting upon any subsequent breach or default in respect thereto by the Owner.

13. FUTURE PERMISSIONS

13.1 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with any planning permission (other than the Planning Permission or

modification, variation or amendment thereof) granted after the date of the Planning Permission.

14. OWNER'S LIABILITY

14.1 Any liability of the Owner as trustees of the Eastern Green Land Pool Trust arising out of this Deed or matters connected with it shall be limited to the net value after all trust liabilities and expenses including taxation of the assets in the hands of the Owner as trustees on behalf of the beneficiaries under the Eastern Green Land Pool Trust.

15. NOTICES

15.1 Any notice or other written communication to be given under this Deed must be in writing shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose by notice in writing.

15.2 Any notice or other written communication to be given under this Deed shall be served or given:

15.2.1 to the Council at Place Directorate, Streetscene and Regulatory Services, Development Management, Coventry City Council, PO Box 15, Council House, Coventry, CV1 5RR marked for the attention of Strategic Lead Planning;

15.2.2 to the Owner at the addresses previously set out on page 2 of this Deed and addressed to the respective owners;

15.2.3 to the Developer at Banner Cross Hall,

Ecclesall Road South,
Sheffield S11 9PD marked
for the attention of the
Company Secretary

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

15.3 Any notice or other communication given in accordance with this clause will be deemed to have been received:

15.3.1 if delivered by hand, on signature of a delivery receipt provided that if delivery occurs before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm 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 am on the next Working Day;
or

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

15.3.3 if delivered by commercial courier on the date and at

the time that the courier's delivery receipt is signed.

16. EXCLUSIONS

16.1 Unless otherwise provided in this Deed the obligations in this Deed shall not be enforceable against:

16.1.1 owner-occupiers or tenants of Residential Dwellings nor against those deriving title from them;

16.1.2 statutory undertakers or other utility suppliers with an interest in the Site only by virtue of the location of their structures or other apparatus on the Site (including electricity substations, poles stays gas governor stations and/or pumping stations);

16.1.3 any owners occupiers or tenants of any commercial units on the Site or any part thereof nor against those deriving title from them; and

16.1.4 no mortgagee or chargee will incur any liability for any breach of the obligations contained in this Deed unless and until

it becomes a mortgagee in possession of the Site or the relevant part of it in which case it will too be bound by the obligations contained in this Deed as if it were a person deriving title from the Owner

17. THIRD PARTY RIGHTS

17.1 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.

18. GOVERNING LAW

18.1 This Deed is governed by and interpreted in accordance with the law of England.

Appendix 1 - Plan 1

IN WITNESS whereof the parties have executed this document as a Deed the day and year first written above

The common seal of **THE COUNCIL OF THE CITY OF COVENTRY** was affixed to this deed

in the presence of:

Authorised signatory

SIGNED as a Deed by


in her capacity as a Trustee of the Eastern Green Land Pool Trust
in the presence of:

Witness Signature

Name

Address

SIGNED as a Deed by


in her capacity as a Trustee of the Eastern Green Land Pool Trust
in the presence of:

Witness Signature

Name

Address

SIGNED as a Deed by Christopher Findley
as attorney for [REDACTED]
in his capacity as a Trustee of the
Eastern Green Land Pool Trust
in the presence of:

Witness Signature

Name

Address

SIGNED as a Deed by
[REDACTED]
in her capacity as a Trustee of the
Eastern Green Land Pool Trust
in the presence of:

Witness Signature

Name

Address

EXECUTED as a Deed)
By **HALLAM LAND MANAGEMENT LIMITED**)
acting by a Director)

Director

in the presence of

Witness Signature:

Name of Witness:

Address:

Signed as a Deed by
[.....]
as Attorney for **HALLAM
LAND MANAGEMENT LIMITED**
under a Power of Attorney
dated 22 March 2021
in the presence of the
following witness to the above signature:

Signature of witness:

Full name of witness:

Witness address:

