

Dated 23 December 2025

VISTRY HOMES LIMITED

and

THE COUNCIL OF THE BOROUGH OF KIRKLEES

**Agreement under Section 106A
of the Town and Country Planning Act 1990**

**Land at Blackmoorfoot Road and Felks Street,
Crosland Moor, Huddersfield HD4 7AD**

THIS DEED is made the

23

day of

December

2025

BETWEEN

- (1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Town Hall, Huddersfield, West Yorkshire HD1 2TA (**the Council**); and
- (2) **VISTRY HOMES LIMITED** (Co. Reg. No 00397634) whose registered office is at 11 Tower View, Kings Hill, West Malling, United Kingdom, ME19 4UY ("**Vistry**").

WHEREAS

- (A) The Council is the local planning authority for the purposes of the Act for the administrative area in which the Site is situated and is identified in the Principal Agreement as the authority by whom the obligations created by the Principal Agreement are enforceable
- (B) Vistry is now the freehold owner with title absolute of the part of the Site shown edged in red on the Plan (hereinafter defined as "the Relevant Site") and in carrying out the Development is bound to comply with the obligations set out in the Principal Agreement.
- (C) Vistry has submitted a Relevant Reserved Matters Application in respect of the Relevant Site which has been allocated reference 2024/61/92365/W by the Council and in accordance with paragraph 1.1 of the Third Schedule to the Principal Agreement has submitted an Affordable Housing Scheme with that application
- (D) The Council acknowledges that the Affordable Housing Scheme submitted with the Relevant Reserved Matters Application referred to in Recital (C) above provides details of location, housing type and tenure mix in accordance with the Affordable Housing Requirement and Vistry acknowledges that by virtue of paragraph 1.2 of the Third Schedule to the Principal Agreement it would, save for the provisions hereof, have to construct and dispose of all the Affordable Housing Units that are identified within the Affordable Housing Scheme as Affordable Rented Units or Social Rented Units to a Registered Provider in accordance with paragraphs 2 and 4 of the Third Schedule to the Principal Agreement and construct so as to be ready for Occupation those Affordable Housing Units that are identified within the Affordable Housing Scheme as to be retained by the Owner but disposed of as Discount Market Sales Units in accordance with paragraph 3 of the Third Schedule to the Principal Agreement
- (E) An agreement has been secured with Homes England that will facilitate the acquisition of a number of the Open Market Dwellings by a Registered Provider and such agreement

Expression	Meaning
Transfer	the transfer dated 24 November 2024 in respect of titles YY164677 and WYK630686

- 1.2 All other expressions in this agreement shall have the meaning set out in Clause 1 of the Principal Agreement

2 Legal Effect

- 2.1 This Deed is made pursuant to section 106 and 106A of the 1990 Act and as such is enforceable pursuant to section 106(3) of the 1990 Act against Vistry and any person claiming or deriving title to the Relevant Site (or any part or parts thereof) through or under them or either of them as if that person had been an original covenanting party to this Deed subject to the terms of this Deed.
- 2.2 This Deed is enforceable by the Council as the 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
- 2.4 This Deed is supplemental to and were necessary shall be interpreted as modifying the Principal Agreement

3 Release of Affordable Housing Units

- 3.1 Vistry may dispose of an Affordable Housing Unit identified as such within any Affordable Housing Scheme approved by the Council pursuant to paragraph 1.1 of the Third Schedule of the Principal Agreement on the Relevant Site without complying with the provisions of paragraphs 2, 3 and 4 of the Third Schedule to the Principal Agreement to the effect that the relevant Affordable Housing Unit shall thereafter constitute an Open Market Dwelling if the following provisions of this Clause are complied with.
- 3.2 Vistry may apply to the Council for permission to dispose of an Affordable Housing Unit on the Relevant Site without complying with the provisions of paragraph 2 or paragraph 3 or paragraph 4 of the Third Schedule to the Principal Agreement

- 3.4.3 if the Council shall approve the application (or be deemed to have done so pursuant to sub-clause 3.4.2 above or on resolution of a dispute) then the provisions of sub-clause 3.6 below shall apply
- and for the avoidance of doubt any dispute involving a refusal on the part of the Council may be resolved pursuant to Clause 20 of the Principal Agreement
- 3.5 The Council shall not be obliged to approve any application and no application shall be deemed approved pursuant to sub-clause 3.4.2 above only if in doing so it would result in Vistry being obliged to provide:
- 3.5.1 less Affordable Housing Units than the number of Open Market Dwellings proposed to be disposed of to a Registered Provider
- 3.5.2 less than 52 number of Affordable Housing Units as Affordable Rented Unit/Social Rented Units on the Relevant Site; and or
- 3.5.3 less than 42 number of Affordable Housing Units as Shared Ownership units on the Relevant Site
- and no refusal to approve such an application shall be subject to the provisions of Clause 20 in the Principal Agreement
- 3.6 Once an application is approved pursuant to sub-clause 3.4.3 above Vistry may dispose of any Affordable Housing Unit identified in the approval but may not complete that disposal until the Open Market Units referred to in the application have been disposed of to the identified Registered Provider or such other Registered Provider as the Council may approve.
- 3.7 For the avoidance of doubt it is agreed and confirmed that
- 3.7.1 Vistry may submit any number of applications pursuant to sub-clause 3.2 above and may submit alternative applications and the Council may approve as may applications as may be submitted provided that the cumulative result still results in sub-clause 3.5 above being complied with
- 3.7.2 Clause 20 (Dispute Provisions) of the Principal Agreement shall apply to any refusal to approve an application pursuant to Clause 3.2 above but subject to Clause 3.5 above
- 3.8 On Vistry entering into a contract to dispose of any Affordable Housing Unit that is the subject of an approval pursuant hereto to a person who would then become

13.4.3 any mortgagee, chargee or successors in title to any party referred to at clauses 3.4.1 to 3.4.2 (inclusive) or any person deriving title through or under that party including their mortgagee or chargee”

4 Provisions of the Principal Agreement applicable to this Deed

4.1 The provisions of

4.1.1 Clause 2 (Construction);

4.1.2 Clause 8 (Local Land Charge);

4.1.3 Clause 11 (The Contracts (Rights of Third Parties) Act 1999);

4.1.4 Clause 12 (Liabilities)

4.1.5 Clause 14 (Council's Powers)

4.1.6 Clause 15 (Waiver)

4.1.7 Clause 16 (Change in Ownership)

4.1.8 Clause 20 (Dispute Provisions)

4.1.9 Clause 21 (Jurisdiction)

of the Principal Agreement shall apply to this Deed as they apply to the Principal Agreement

And further new clause 21 shall be added to the Principal Agreement as follows:

21. The Owner of the Connection Strip covenants not to prevent a third party owner of land adjoining the Connection Strip from connecting to infrastructure and roads on the Relevant Site (subject always to the provisions of the Transfer).

IN WITNESS WHEREOF the parties hereto have executed this Deed on the date first before written

EXECUTED AS A DEED by VISTRY HOMES LIMITED

acting by

and .. as Attorneys

for and on behalf of VISTRY HOMES LIMITED under a

Power of Attorney dated 15 July 2025 in

the presence of:

Signature of Attorney
Name:

Signature of Witness
Name:

Address:

Occupation:

Signature of Attorney
Name:

Signature of Witness
Name:

Address:

Occupation:

EXECUTED AS A DEED (but not delivered until the date of it) by the affixing of **THE COMMON SEAL of THE COUNCIL OF THE BOROUGH OF KIRKLEES** in the presence of

Authorised Sealing Officer

