

Dated 10 April 2025

THE COUNCIL OF THE BOROUGH OF KIRKLEES

and

STRATA HOMES LIMITED

Deed of Variation

pursuant to Section 106A of the Town and
Country Planning Act 1990 in respect of land off
Westgate, Cleckheaton, BD19 5DR

Planning Permission Reference 2021/62/93567/E

This Deed of Variation is made the 10 day of April 2025

Between

1. **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Town Hall, Huddersfield, West Yorkshire HD1 2TA ("**the Council**"); and
2. **STRATA HOMES LIMITED** (Company Registration No: 01709069) whose registered office is Quay Point, Lakeside Boulevard, Doncaster, South Yorkshire, DN4 5PL ("**the Owner**").

Whereas

- A. The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Site is situated and is the authority by whom the obligations hereby created are enforceable.
- B. The Owner is the freehold owner of the Site which is registered at the Land Registry under absolute title number YY188047 and possessory title YY191544.
- C. The Original Agreement was entered into by on 11 October 2023.
- D. The Owner remains the person against whom the Original Agreement is enforceable.
- E. The Owner has entered into a contract for the sale of the Site to Thirteen Housing Group Limited which is a Registered Provider for the purposes of the Original Agreement.
- F. The Owner and the Council have agreed to enter into this Deed in order to vary the terms of the Original Agreement as set out in this Deed
- G. All references, clauses, definitions and paragraphs refer to the Original Agreement (unless expressly stated otherwise) and are used in this Deed.

NOW THIS DEED is made pursuant to section 106A of the 1990 Act and **WITNESSES** as follows:

1. **VARIATIONS**

- 1.1 The parties agree that the Original Agreement shall remain in full force and effect save as expressly varied by the Schedule.
- 1.2 The variations to the Original Agreement set out in the Schedule to this Deed of Variation shall take effect upon the date of this Deed.

2. **DEFINITIONS**

- 2.1 Terms and expressions defined in clause 1 of the Original Agreement as shall have the same meaning in this Deed.

- 2.2 In this Deed the following words shall have the following meanings unless the context requires otherwise:

Original Agreement The agreement pursuant to section 106 of the 1990 Act dated 11 October 2023 and made between (1) the Council and (2) the Owner

Thirteen Thirteen Housing Group Limited (a Community Benefit Society with Registered No: 7522) of 2 Hudson Quay, Windward Way, Middlesbrough TS2 1QG

3. **REGISTRATION AS A LAND CHARGE**

- 3.1 The Council shall register this Deed as a local land charge.

4. **COSTS**

- 4.1 The Owner has prior to the date of this Deed paid the reasonable legal costs of the Council incurred in the negotiation of this Deed.

5. **GOVERNING LAW**

- 5.1 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 and Wales.

- 5.2 Clause 17 of the Original Agreement shall apply to any dispute under this Deed.

6. **CONTRACTUAL RIGHTS OF THIRD PARTY**

- 6.1 No term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a third party.

IN WITNESS of which the parties have executed this Deed on the date first written above

THE SCHEDULE

Variations to the Original Agreement

1. The parties hereby agree that the following amendments shall be made to the Original Agreement:

- 1.1 The following sub-clauses shall be added to Clause 12 of the Original Agreement:

12.4 *For such period that both i) the freehold interest in the whole of the Site is within the ownership of Thirteen and ii) Thirteen is and remains a Registered Provider (as defined by the Original Agreement) then the Council agrees and acknowledges that the provisions of paragraphs 1-6 of the First Schedule and the entirety of the Second Schedule shall not apply.*

12.5 *For the avoidance of any doubt, in the event that i) Thirteen disposes of its freehold interest in any part of the Site (save for any disposal to a statutory undertaker for the purposes of their operations or in the event that a shared ownership plot purchaser should staircase to 100% equity, or in the event that a person should exercise a statutory right to buy, right to acquire or right of shared ownership) or ii) in the event that Thirteen should Occupy or allow the Occupation of any Dwelling(s) for any purpose other than the delivery of Affordable Housing (save for a situation whereby a shared ownership plot purchaser should staircase to 100% equity, or a person should exercise a statutory right to buy, right to acquire or right of shared ownership), the Owner agrees and acknowledges that the provisions of paragraphs 1-6 of the First Schedule and the entirety of the Second Schedule shall once again apply across the entire Site and Clause 12.4 shall be of no further effect.*

- 1.2 Clause 15 of the Original Agreement shall be deleted in its entirety and replaced as follows:

15. *CHANGE IN OWNERSHIP*

15.1 *The Owner agrees with the Council to give the Council written notice as soon as reasonably practicable after any change in ownership of any of its interests in the Site save in respect of any disposal to a plot purchaser of a Market Dwelling 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.*

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



Authorised Sealing Officer

(A permanent Officer of the Council)

022022

Executed as a deed

(but not delivered until the date hereof) by

STRATA HOMES LIMITED

acting by:

.....

Director

In the presence of:

Witness Signature:

Name of Witness: CLAIRE LINLEY

Address: