

Dated 15 January **2025**

THE COUNCIL OF THE BOROUGH OF KIRKLEES

and

MILLROYD HOMES LIMITED

and

GSM DEVELOPMENTS LIMITED

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

Land at Pentlands New Mill Road,

Holmfirth, HD9 7LN

Planning Ref: 2023/93236

THIS DEED is made the 15th day of January 2025

BETWEEN

- (1) **THE COUNCIL OF THE BOROUGH OF KIRKLEES** of Town Hall, Huddersfield, West Yorkshire HD1 2TA (**the Council**); and
- (2) **MILLROYD HOMES LIMITED** (Co Regn No 08622314) whose registered office is situate at 549 Huddersfield Road, Dewsbury, West Yorkshire WF13 3JW (**the Owner**)
- (3) **GSM DEVELOPMENTS LIMITED** of New Mill Road Holmfirth HD9 7LN (**the Developer**)

BACKGROUND

- (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) The Owners are now the freehold owners of the Site their title being registered at the Land Registry under title number YY117184.
- (C) On 30TH September 2023 the Council granted planning permission under reference 2020/91896 for demolition of a detached dwelling and erection of fifteen dwellings creation of access with associated works at the Site ('the Development' as defined in the Principal Agreement) subject to conditions and subsequent to the Owners entering into the Principal Agreement.
- (D) The Developers have now applied to the Council
 - a. pursuant to Section 73A of the Act to retain the Development (as originally defined in the Principal Agreement) without complying with certain conditions attached to the Planning Permission; and
 - b. pursuant to Sec 106A of the Act to vary certain of the obligations in the Principal Agreement

- (E) The Council are minded to approve the application subject to the completion of this Deed to the effect that the obligations that restricted the Development pursuant to the Principal Agreement are modified and continue to restrict the Development subsequent to the grant of the Variation Permission as defined herein subject to any variations set out in this Deed

OPERATIVE PARTS

1 Definitions

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

Expression	Meaning
the Act	the Town and Country Planning Act 1990
Deed	this deed of variation
Principal Agreement	the agreement dated 13 May 2022 made pursuant to (inter alia) Section 106 of the Act between the Owner and the Council
Variation Application	the application submitted to the Council pursuant to Section 73A of the Act to retain the Development without complying with conditions attached to the Planning Permission expressed as: "Removal/Variation condition 2 (plans) and S.106 agreement on previous permission 2020/91896 for "demolition of a detached dwelling and erection of fifteen dwellings with associated access with associated works" and Section 106A of the Act to modify or discharge the obligations in the Principal Agreement which application has been allocated application number 2023/93236

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

2.2 The provisions of this Deed are enforceable by the Council as Local Planning Authority as set out in Recital (A) above

2.3 This Deed is conditional on the grant by the Council of planning permission pursuant to the Variation Application

3 Variation of the Principal Agreement

3.1 In Clause 1 of the Principal Agreement:

3.1.1 For the definition of 'Planning Permission' substitute:

“means the planning permission granted by planning permission 2020/91896 or the planning permission granted by planning permission 2023/93236”

4 The Owner

4.1 Hereby agrees that the Development is and remains subject to the obligations in the Principal Agreement as modified herein

5 Costs

5.1 The Owners covenant to pay the legal costs of the Council in respect of the preparation and completion of this Deed on or before the date hereof

6 Third Party Rights

6.1 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

7 Jurisdiction

7.1 This Deed is governed by and interpreted in accordance with the law of England and the parties submit to the exclusive jurisdiction of the courts of England.

IN WITNESS WHEREOF the parties hereto have executed this document as a deed on the date first appearing above

THE COMMON SEAL of the **COUNCIL OF THE BOROUGH OF KIRKLEES** was hereunto affixed in the presence of:



022713

[Handwritten signature]

Authorised signatory

EXECUTED AS A DEED */by* **MILLROYD HOMES LIMITED** }

in the presence of:

Signature
of Witness:

Name
(in BLOCK CAPITALS):

Address:

Occupation