Docusign Envelope ID: BC5ECD6A-0094-8605-8283-E9FD6EB7B80D

SHOOSMITHS

DATED 16 September 2026

Deed of Variation

pursuant to section 106 and section 106A of the Town and Country Planning Act 1990 relating to Land at the Former William Freeman Site, Wakefield Road, Mapplewell

(1) Barnsley Metropolitan Borough Council
(2) Purico Landinvest Limited
(3) Countryside Properties (UK) Limited

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Dated 16 September **2026**

Parties

1 **Barnsley Metropolitan Borough Council** of Town Hall, Barnsley, South Yorkshire S70 2TA (the "**Council**");

2 **Purico Landinvest Limited**, a company incorporated in England and Wales (company number 14029588) of Environment House, 1 St Marks Street, Nottingham, United Kingdom, NG3 1DE (the "**Owner**"); and

3 **Countryside Properties (UK) Limited** a company incorporated in England and Wales (company number 00614864) of 11 Tower View, Kings Hill, West Malling, Kent ME19 4UY (the "**Applicant**").

Background

(A) For the purposes of the Town and Country Planning Act 1990, the Council is the local planning authority for the area within which the Site is located.

(B) The Owner is the freehold owner of the Site registered at HM Land Registry under Title number SYK430302.

(C) A Section 106 Agreement dated 1 October 2024 and made between Barnsley Metropolitan Borough Council (1) and Purico Landinvest Limited (2) (the "**Principal Agreement**") was entered into in respect of the Site.

(D) The Applicant has applied under S73 of the 1990 Act to vary conditions 2, 3, 4, 5, 6, 10, 11, 13, 15 and 16 to the Planning Permission which has been given reference number 2026/0412 by the Council (the "**S73 Application**", and the "**S73 Permission**" shall be construed accordingly).

(E) The parties now enter into this Deed to vary the Principal Agreement to amend some of the obligations in light of the anticipated grant of the S73 Permission.

(F) Without prejudice to the terms of the other covenants contained in the Principal Agreement the parties have agreed to vary the Terms of the Principal Agreement as set out in this Deed.

(G) For the purposes of Section 106A of the 1990 Act, the Council and the Owner are the parties who have the necessary authority to agree to vary the Principal Agreement as provided for by this Deed.

(H) The parties hereby confirm that the provision of Plan 2 under this Deed acts to discharge paragraph 1.1 of the Principal Agreement as varied by this Deed.

It is agreed as follows:

1 **Definitions and interpretations**

The words and expressions in this Deed shall where the context so requires or admits and except as otherwise provided or required by this Deed have the meanings as given to them in the Principal Agreement.

2 **Operative provisions**

2.1 The parties to this Deed agree that the Principal Agreement shall be varied as set out in clause 5 of this Deed on the that the S73 Permission is begun by the carrying out on the Site pursuant to the S73 Permission of a material operation as specified in section 56(4) of the 1990 Act.

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2.2 The Principal Agreement remains valid and in force subject to the variations contained in clause 5 of this Deed which are supplemental and collateral to the Principal Agreement.

2.3 If any provisions of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be in any way deemed thereby to be affected or impaired.

3 Statutory basis

3.1 This Deed is made pursuant to the provisions of section 106 and section 106A of the 1990 Act and the covenants contained in this Deed are planning obligations for the purposes of those sections.

3.2 Insofar as any of the covenants contained in this Deed are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

3.3 The parties hereto agree that the requirements of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) relating to planning obligations are satisfied.

4 Application of the original undertaking

For the avoidance of doubt any steps taken pursuant to the Principal Agreement in respect of the Site shall be deemed to have been taken also for the purposes of this Deed.

5 Variation

The parties hereby agree that the Principal Agreement shall from the date that this Deed comes into effect be read and construed and observed and performed subject to the following variations:

5.1 The following definitions shall be added to clause 1.1 in alphabetical order:

Intermediate Housing	*Affordable Housing (as defined Annex B of the NPPF) for sale or rent provided at a cost below market values which for the avoidance of doubt may include Shared Ownership Housing, relevant equity loans, other low cost homes for sale at a price equivalent to at least 20% below market values in the borough and rent to buy (which includes a period of intermediate rent)*
Plan 2	*the Plan annexed to this deed bearing drawing reference: WYM2-PHS-XX-XX-DR-A-07005 P04*
S73 Application	*planning application reference 2026/0412 submitted to the Council and validated on 22 May 2026 for:* *"Variation of conditions 2 (Approved Plans), 3 (Levels), 4 (Air Quality Mitigation), 5 (Trees), 6 (Highways Adoption Plan), 10 (Cycle Parking), 11 (Noise Mitigation), 13 (Boundary*

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	Treatment to Plots 1-7), 15 (CEMP) and 16 (Hampton Windows) of planning application 2021/1405 : Reserved matters (appearance, landscaping, layout and Scale) application for development of 91 homes, structural planting and landscaping, surface water attenuation and associated infrastructure in connection with outline planning permission 2017/1718 (Outline planning for up to 102 homes) (Amended Plans)"
S73 Development	*the development permitted by the S73 Permission*
S73 Permission	*the planning permission that may be granted by the Council pursuant to the S73 Application*
Shared Ownership Housing	*Intermediate Housing part sold part let to eligible households in accordance with the terms of a Shared Ownership Lease*
Shared Ownership Lease	*means a lease in the form of the Homes England's model shared ownership lease and on terms that permit part purchase of the open market value of the equity in a unit in multiples of 1% up to a maximum of 100% together with rent payable for the open market rack rental value of the un-purchased percentage of the equity in the unit up to a value which does not exceed the rent set by Homes England from time to time (or such other rent or form of lease approved in writing by the Council).*

5.2 The definition of Affordable Units in clause 1.1 shall be deleted and replaced with the following definition:

Affordable Units	*means 10 (ten) Dwellings (excluding the First Homes) to be built on the Site as part of the Development and to be provided as Affordable Housing in accordance with the provisions of Schedule 1 of this Deed of which 8 shall be provided as Social Rent (as defined by Annex 2 of the NPPF) and 8 shall be provided as a Shared Ownership Housing and*

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"Affordable Unit" shall be construed accordingly

5.3 The definition of Affordable Housing Scheme in clause 1.1 shall be deleted and replaced with the following definition:

Affordable Housing Scheme	*the scheme for the provision of the Affordable Units set out on Plan 2;*

5.4 The definition of Chargee in clause 1.1 shall be deleted.

5.5 The definition of Development in clause 1.1 shall be deleted and replaced with the following definition:

"Development	*Residential development of 91 dwellings and associated works or the S73 Development"*

5.6 The definition of Education Contribution in clause 1.1 shall be deleted and replaced with the following definition:

"Education Contribution	*the sum of £443,275.00 (four hundred and forty-three thousand two hundred and seventy five pounds) Index Linked from the date of the S73 Permission to be paid by the Owner to the Council and to be used by the Council towards the provision of and/or improvements to educational provision, facilities and places in accordance with the Council's SPD Financial Contributions to Schools or any replacement thereof."*

5.7 The definition of Index Linked in clause 1.1 shall be amended by the substitution of the relevant limb (c) with the following:

"(c) B = the figure for the Retail Price Index published by the Office for National Statistics that applied when that index was last published prior to the date of this Deed (unless specified otherwise)"

5.8 The definition of Off Site Open Space Contribution in clause 1.1 shall be deleted and replaced with the following definition:

"Off Site Open Space Contribution	*the sum of £84,131 (eighty-four thousand one hundred and thirty-one pounds) Index Linked from the date of the S73 Permission to be paid by the Owner to the Council and to be used by the Council towards the provision of and/or improvements of off site open space sites in accordance with the Council's Supplementary Planning Document "Open Space provision on New Housing Developments adopted May 2019 (or any replacement thereof)."*

5.9 The definition of Planning Permission in clause 1.1 shall be deleted and replaced with the following definition:

"Planning Permission	*a planning permission permitting the Development granted by the Council*

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pursuant to the Application or the S73 Permission."

5.10 The definition of Protected Tenant in clause 1.1 shall be deleted.

5.11 Clause 5.1.3 shall be amended by the addition of the words "*together with their mortgagee, chargee and / or successors in title*" after the word "*Dwelling*".

5.12 Paragraph 5 of Part 1 of Schedule 1 shall be deleted and replaced with the following:

*5.1 The affordable housing provisions in this part shall not be binding on a mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:*

5.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Units and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Units to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

5.1.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Units free from the affordable housing provisions in this Part which provisions shall determine absolutely.

The obligations contained in this Deed shall not be binding upon or enforceable against the following:

5.2.1 the purchaser of an individual Affordable Unit who has staircased up to acquire 100% of the equity in that Affordable Unit whereupon such Dwelling shall cease to be an Affordable Unit;

5.2.2 any tenant in circumstances where any tenant exercises a right to buy or a right to acquire under the Housing Act 1985 or the Housing Act 1996 or 2004 or any similar or substitute right applicable to acquire 100% of the equity in that Affordable Unit whereupon such Dwelling shall cease to be an Affordable Unit; nor

5.2.3 any mortgagee, chargee or successors in title to any party referred to at paragraphs 5.2.1 and 5.2.2 above (inclusive) or any person deriving title through or under that party including their mortgagee or charge.

5.3 Paragraphs 1.2 and 1.3 of Schedule 2 shall be deleted and replaced with the following paragraphs:

1.2 £221,637.50 (two hundred and twenty-one thousand six hundred and thirty-seven pounds and fifty pence) prior to the Occupation of more than 25% of the Dwellings and shall not allow more than 25% of the Dwellings to be Occupied until the said first instalment of the Education Contribution has been paid to the Council.

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1.3 *£221,637.50 (two hundred and twenty-one thousand six hundred and thirty-seven pounds and fifty pence) prior to the Occupation of more than 50 Dwellings and shall not allow more than 50 Dwellings to be Occupied until the said second instalment of the Education Contribution has been paid to the Council.*

5.4 The Plan appended to this Deed of Variation at Appendix 1 shall be appended to the Principal Agreement.

6 Applicant's consent

The Applicant consents tc the Owner entering into this Deed and acknowledges that this Deed and the Principal Agreement are binding on this Site. The Applicant shall only be liable for any breach of this Deed or the Principal Agreement if it has itself caused the breach whilst in possession of the Site and it shall not be liable for any pre-existing breach.

7 Registration

This Deed of Variation shall be registered as a local land charge by the Council under the Local Land Charges Act 1975.

8 Costs

The Applicant covenants with the Council that on execution of this Deed of Variation it will pay the Council's reasonable costs incurred in the negotiation, preparation and execution of this Deed of Variation.

9 Third party rights

A person who is not named in this Deed does not have any right to enforce any term of this Deed under the Contracts (Rights of Third Parties) Act 1999.

10 Jurisdiction

This Deed of Variation is governed by and interpreted in accordance with the laws of England.

11 Covenants to the Council

The Owner covenants tc observe and perform the covenants, restrictions and obligations contained in the Principal Agreement as varied by this Deed.

In witness whereof the parties have executed this Deed of Variation the day and year first before written.

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No: 1990
IN REGISTER

Sealed as a deed by affixing the Common Seal of **Barnsley Metropolitan Borough Council** in the presence of:

BARNSLEY METROPOLITAN BOROUGH COUNCIL
THE COMMON SEAL OF

[redacted]

Authorised signatory

SOPHIE ABSON

Print name

Docusign Envelope ID: BC5ECD6A-0094-3605-82B3-E9FD6EB7B80D

Executed as a deed by **PURICO LANDINVEST LIMITED** acting by a director in the presence of:

[redacted]

Director Signature

PURICO LANDINVEST LIMITED

Director Print name

Signature of witness: [redacted]

Name (in BLOCK CAPITALS): Kinga Drazdzewska

Address: [redacted]

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EXECUTED as a Deed by **COUNTRYSIDE PROPERTIES (UK) LIMITED**)
acting by and)
as attorneys for and on behalf of
COUNTRYSIDE PROPERTIES (UK) LIMITED)
under a power of attorney dated .....)
in the presence of:)

Attorney Signature .....[redacted].....

Attorney Name EMMA KEYWORTH

Witness Signature .....[redacted].....

Witness Name MEISHA GELDER

Witness Address [redacted]

Attorney Signature .....[redacted].....

Attorney Name GINA HOLMES

Witness Signature .....[redacted].....

Witness Name MEISHA GELDER

Witness Address [redacted]

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Appendix 1

Plan 2

Docusign Envelope ID: B3SEC05A-0094-4605-82B3-E9FD6E37B0D0



[redacted]

"For the purposes of Planning Consent the following applies to any copy of this drawing made by the Local Authority:

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N

0 5 10 15 20 25 30 35 40 45 50m
SCALE 1:500

East of Wakefield Rd
Mapplewell

House type	Beds	STOREYS	No.	SQ.F.	TOTAL SQ.FT	ST.D	M4(2)	AFF	OMS
F50/70a GF ADM4(3)	3	2	3	650	1950	3			
F50/70b FF	3	2	3	767	2301	3			
[illegible]	3	2	6	762	4578			6	
Cherry	2	2	14	857	11998	2	2	10	
[illegible]	2	2	6	850	5100				6
[illegible]	3	2	1	872	872			1	
Apply	3	2	6	1,007	6042	2	2	1	
	3	2	8	1,107	8856				8
Becket (CT)	3	2	16	1,024	16384			8	8
Alder	3	2	10	1,031	10310			2	8
Beech	3	2.5	12	1,124	13486			6	6
Chestnut	4	2	4	1,398	5592				2
Grainger	4	2	2	1,428	2856				2
Total			**91**		**113827**	**10**	**4**	**33**	**42**

Note: F50/70a GF will be delivered as M4(3) compliant ✱
Plot 78 is to suit M4(2) standards currently ✚

- S106
- First Homes
- AFF

[redacted]

Rev	Date	Description	By	Auth
XXX	17.07.26	Drawing updated to suit comments and issued	LH	
H03	22.07.26	Drawing updated to suit pumping station drawing and LU provision added	ELC	
P02	14.07.26	Updated to suit revised site layout plan	ELC	
P01	26.06.26	Initial Issue	ELC	

P+HS architects

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Client
Vistry West Yorkshire

Project No: 4276
Project Name: Mapplewell Phase 2

Document Reference:
Project: VWYM2 · Originator: PHS · Functional: XX · Spatial: XX · Type: DR · Discipline: A · Number: 07005

M(4) and Affordable Housing Plan

Status Code: S2
Description: INFORMATION
Rev appn. Code: P04

Drawn By: ELC
Authorised By: CL
Date of first issue: 01.06.26
Scale at A1: 1:500

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