Dated 2026

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

and

PERSIMMON HOMES LIMITED

DEED OF AGREEMENT UNDER SECTION 106 AND SECTION 106A OF THE TOWN AND COUNTRY PLANNING ACT 1990

relating to Land off Brascote Lane, Newbold Verdon, Leicestershire

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THIS DEED OF AGREEMENT is dated **2026**

PARTIES:

(1) **HINKLEY AND BOSWORTH BOROUGH COUNCIL** of Hinckley Hub Rugby Road Hinckley Leicestershire LE10 0FR ("the **Borough Council");**

(2) **PERSIMMON HOMES LIMITED** (Company Registration Number 04108747) whose registered office is situated at Persimmon House, Fulford, York YO19 4FE ("the **Owner");**

And together "the Parties"

INTRODUCTION

(A) The Borough Council is the local planning authority for the purposes of this Deed for the area in which the Application Land is situated.

(B) The Owner is the freehold owner of the part of the Application Land registered at the Land Registry under title number LT556468 against which the Principal Agreement as amended by this Deed may be enforced.

(C) The Principal Agreement was entered into on the 2nd May 2024.

(D) On 17th May 2024, the Hinckley & Bosworth Borough Council granted Outline Planning Permission in respect of the Development under reference 22/00277/OUT and a subsequent appeal reference number APP/K2420/W/23/3331081.

(E) On 19th March 2025, the Hinckley & Bosworth Borough Council granted Reserved Matters Permission under reference 24/00854/REM.

(F) A Deed of Agreement was entered into on the 9th July 2025 between Persimmon Homes Limited (1) and Hinckley and Bosworth Borough Council (2) to vary the Principal Agreement (**"2025 Deed of Agreement"**)

(G) The Parties have agreed that due to the lack of qualifying people for the First Homes units identified within the Affordable Housing Scheme (Development) approved pursuant to the Principal Agreement (and which are shown on the Plan appended hereto) shall notwithstanding the terms of the Principal Agreement be delivered as Discounted Market Sale Dwellings in accordance with this Deed and the approved Affordable Housing Scheme shall be treated as varied with the agreement of the Borough Council in accordance herewith.

(H) The Parties have agreed to enter into this Deed to vary the Affordable Housing obligations contained in the Third Schedule of the Principal Agreement.

1. DEFINITIONS

1.1 In this deed the following expressions have the following meanings:

"**this Deed**"	means this Deed of Agreement

"**Principal Agreement**"	means the agreement made pursuant to section 106 of the TCPA 1990 dated 2nd May 2024 between James Alexander Longwill and Mark Harvey Johnson (1) Hinckley and Bosworth Borough Council (2) Leicestershire County Council (3) The Richborough Estates Partnership LLP (4) and Persimmon Homes Limited (5)

2. CONSTRUCTION OF THIS AGREEMEN

2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless specifically staged otherwise or the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.

2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms all such words shall be construed interchangeably in that manner.

2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.

2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.

2.6 References to any party to this Deed shall include the successors in title to that party and to any person deriving title through or under that party and in the case of the Borough Council shall include any successors to their statutory functions (as appropriate).

2.7 The headings and contents list are for reference only and shall not affect construction and/or interpretation.

2.8 Unless otherwise stated, the capitalised terms used in this Deed shall have the meaning ascribed to them in the Principal Agreement.

3. LEGAL BASIS

3.1 This Deed is supplemental to, and varies, the Principal Agreement and is made pursuant to Section 106 and Section 106A of the Act to the extent it creates planning obligations and Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers and the covenants and obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act enforceable by the Borough Council against the Application Land.

3.2 The Owner covenants with effect from the date hereof that the obligations and covenants in the Principal Agreement continue to bind the Application Land in respect of any Development of the Application Land carried out pursuant to the Planning Permission save only to the extent that any of the obligations in the Principal Agreement have already been performed or satisfied.

3.3 The covenants and obligations given by the Owner as specified in the Schedule to this Deed herein shall bind the Owner's interest in the Application Land and any successor in title thereto save that the Owner shall not be liable for the breach of any such covenant or obligation after they have parted with its interest in the Application Land or the relevant part thereof unless such breach occurred prior to the disposal of such interest

3.4 Insofar as any clause or clauses or paragraphs in a Schedule of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed or the provisions of the Principal Agreement.

3.5 The existence and operation of this Deed do not affect the validity or continuing effectiveness of the 2025 Deed of Agreement, which remains fully binding and operative in accordance with its terms.

Commented [AM1]: This has been added to make it clear that the provisions of the 2025 Deed of Agreement remains in full force despite the variations set out below which incorporate DMS provisions into the Principal Agreement.

4. VARIATIONS TO THE PRINCIPAL AGREEMENT

4.1 The Parties agree that from the date of this Deed the references in the Principal Agreement to First Homes shall cease to be enforceable and the Principal Agreement shall be varied as follows to allow for the provision of the Discount Markert Sale Dwellings:

Clause 1 of the Principal Agreement 'Definitions and Interpretation

4.1.1 The definition of **'Affordable Dwelling/s'** shall be deleted and replaced with: -

'Affordable Dwelling/s	*Means the units to be constructed as part of the Development as Affordable Housing being 40% of the total number of Dwellings and to comprise:-* *(i) 56.25% Affordable Housing for Rent;* *(ii)18.75% Shared Ownership Dwellings; and* *(iii) 25% Discounted Market Sale Dwellings* *Unless otherwise agreed in writing by the Owner and the Borough Council'*

4.1.2 The definition of **'Affordable Housing Scheme (Development)'** shall be amended to remove the following words: -

'24 First Homes with a mix of house types to be agreed;'

And replaced with: -

'24 Discount Market Sale Dwellings with a mix of house types to be agreed;'

4.1.3 The following Definitions shall be removed from Clause 1 of the Principal Agreement: -

- *Additional First Homes Contribution*

- *Armed Services Member*
- *Compliance Certificate*
- *Disposal*
- *Eligibility Criteria (National)*
- *Exempt Disposal*
- *First Homes*
- *First Homes Owner*
- *First Time Buyer*
- *Income Cap (Local)*
- *Income Cap (National)*
- *Key Worker*
- *Local Connection Criteria (First Homes)*
- *Market Value*
- *[Mortgagee]*
- *Practical Completion*
- *Price Cap*
- *Valuer*

4.1.4 The following Definitions shall be added to Clause 1 of the Principal Agreement:

"Discounted Market Housing Land"	*the land upon which the Discounted Market Sale Dwellings will be located and the land ancillary to those plots and shown [ ] and marked as plots 34-36, 80, 81, 88-90, 137, 138, 187, 188, 202-204, 214-216, 223-225 and 231-233 on the Discounted Market Sale Dwellings Plan (unless otherwise agreed in writing with the Borough Council)*
"Discounted Market Sale Dwelling"	*means the Affordable Dwellings as identified as being plots 34-36, 80, 81, 88-90, 137, 138, 187, 188, 202-204, 214-216, 223-225 and 231-233 on the Discounted Market Sale Dwelling Plan appended to this Deed at Appendix 1 in the Third Schedule and for the avoidance of doubt are part of the Discounted Market Housing Land that shall be sold at a discount of at least 30% below Open Market Value to Qualifying Persons and subject to a binding covenant securing the discount in perpetuity (unless otherwise agreed in writing) and Discounted Market Sale Dwellings shall be construed accordingly*
"Discounted Market Sale Dwelling Plan"	*means the plan marked "[ ]" (appended to this Deed at Appendix 1 in the Third Schedule (unless otherwise agreed in writing with the Borough Council)*
"Discounted Market Price"	*means a sum which is the Open Market Value discounted by at least thirty per cent (30%)*
"Discounted Market Sales Restriction"	*means the restriction on title to be registered at HM Land Registry as set out at Paragraph 2.6 of the Third Schedule*

"Eligibility Criteria "	*means a person who (unless otherwise agreed in writing with the Borough Council)* *(i) currently has their only or principal home in the Borough of Hinckley and Bosworth and has lived there for at least two (2) years, or* *(ii) has a member of their household who has a parent, adult child, brother or sister whose only or principal home has been in the Borough of Hinckley and Bosworth and has been for at least two (2) years, or* *(iii) is employed in the Borough of Hinckley and Bosworth at the date of the purchase and has been continuously so employed for two (2) years or,* *(iv) requires substantial care from a relative who has lived in the Borough of Hinckley and Bosworth for at least the last six (6) months, or* *(v) needs to provide substantial care to a relative who has lived in the Borough of Hinckley and Bosworth for at least the last six (6) months, or* *(vi) prior to the date of the property being purchased, were resident in the Borough of Hinckley and Bosworth for either six (6) of the previous twelve (12) months or three (3) of the previous five (5) years.* *AND* *a. whose household income does not exceed eighty thousand pounds (£80,000) per annum or such other household income for the time in force as of the date of this Deed as published or set by HM Government from time to time*
"Open Market Value"	*means the value of the Discounted Market Sale Dwelling as assessed by a Valuer in accordance with the RICS Valuation Global Standards 2021 including the UK National Supplement (November 2018) (or any such replacement guidance issued by RICS) and the value should be the best price at which the sale of an interest in a Dwelling (other than an Affordable Dwelling) would reasonably have been completed unconditionally for cash consideration on the date of valuation and for the avoidance of doubt shall not take into*

	account the 30% discount in the valuation
"Qualifying Person or Eligible Person"	*means a person or persons in need of accommodation who are unable to buy on the local open market in accordance with the Eligibility Criteria to whom a Discounted Market Sale Dwelling is sold or as otherwise approved by the Borough Council and "Qualifying Persons" or "Eligible Persons" shall be construed accordingly;*
"Sale Price"	*means the actual value of the transaction agreed between the Owner and the Eligible Person, up to a maximum value equivalent to the Discounted Market Price;*
"Valuer"	*means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer acting in an independent capacity"*

4.1.5 The **Third Schedule** of the Principal Agreement shall be deleted and replaced as follows: -

THE THIRD SCHEDULE

Unless otherwise agreed in writing by the Borough Council, the Owner for and on behalf of itself and its successors in title to the Application Land with the intention that the following provisions shall bind the Application Land and every part of it into whosever's hand it may come covenants with the Borough Council as follows:

*"**1. Discounted Market Sale Dwellings***

1.1 The Owner may only transfer a Discounted Market Sale Dwelling to a Qualifying Person (subject to the provisions of 2.5) below)

1.2 All initial and subsequent transfers or dispositions of the Discounted Market Sale Dwellings will be in accordance with paragraphs 1 and 2 (and for the avoidance of doubt the provisions of these clauses shall apply mutatis mutandis to any proposed disposition and reference to "transfer" shall be deemed to include "lease", reference to "sale price" to include rent and Market Value shall be deemed to include both the Market Value but also market rent as so determined)

1.3 The Discounted Market Price and total consideration required for the transfer of the Discounted Market Sale Dwelling shall be for no more than 70% of the Open Market Value of the said house (including any rent or interest)

2. Obligations in relation to the sale of the Discounted Market Sale Dwellings

2.1. Prior to any marketing the Owner shall:

i. notify the Borough Council in writing of the proposed Discounted Market Price of the Discounted Market Sale Dwelling and provide reasonable evidence demonstrating the Open Market Value before the marketing of any of the Discounted Market Sale Dwelling takes place; and

ii. not advertise or begin marketing any of the Discounted Market Sale Dwellings until the Borough Council have confirmed in writing that they approve (acting reasonably) with the Discounted Market Price of the Discounted Market Sale Dwellings and that they have received the evidence relating to the Open Market Value (subject to the provisions of 2.5 below).

iii. The Borough Council shall respond to such notification within 14 (fourteen) Working Days of receipt and should the Borough Council refuse to approve the proposed sale price they shall provide full reasons for doing so and will engage with the owner of the Discounted Market Sale Dwelling to resolve their differences on price as a priority. Where the Borough Council fail to respond within 14 Working Days to the notice the proposed price set out in the notice will be deemed to have been approved

2.2 Prior to any transfer of the Discounted Market Sale Dwelling the Owner shall give notice in writing to the Borough Council of the proposed sale including details of the Sale Price but will otherwise be free to dispose of such Discounted Market Sale Dwelling to an Eligible Person

2.4 Within 14 (fourteen) days of completion of the transfer of any of the Discounted Market Sale Dwellings, the Owner shall serve notice or ensure that a notice is served on the Borough Council stating the total consideration (including the Discounted Market Price) and also provide a certified copy of the completed transfer or ensure that a certified copy of the completed transfer is served to the Borough Council

2.5 If the Owner has not been able to dispose of a Discounted Market Sale Dwelling to an Eligible Person satisfying the Eligibility Criteria within eight (8) weeks of marketing the Discounted Market Sale Dwelling, provisions (i) to (vi) of the Eligibility Criteria will not apply to the relevant Discounted Market Sale Dwelling AND for the avoidance of doubt, only provision (a) of the Eligibility Criteria will apply to the relevant Discounted Market Sale Dwelling

2.6 Arrangements must be put in place to ensure that the Discounted Market Sales Restriction shall be promptly registered regarding the Discounted Market Sale Dwelling and will apply in relation to all subsequent dispositions and the initial transfer shall require the purchaser to apply to HM Land Registry for registration of both the transfer and the Discounted Market Sales Restriction as follows:

"No transfer or lease of the registered estate by the proprietor of the registered or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a consent signed by HINCKLEY AND BOSWORTH BOROUGH COUNCIL or their conveyancer or one of its officers on its behalf certifying that paragraphs 1 and 2 of the Third Schedule of the Section 106 Agreement dated [ ] have been complied with"

2.7 Chargee Provisions- Discounted Market Sale Dwellings Only

Commented [AM2]: MiP Clause to be agreed with Council.

4.1.6 Appendix 1 attached to this Deed shall be appended to the Third Schedule of the Principal Agreement

5 MISCELLANEOUS

5.1 This Deed may be registerable as a local land charge by the Borough Council.

5.2 Following the performance and satisfaction of all the obligations contained in the Principal Agreement and this Deed the Borough Council shall forthwith effect the cancellation of all entries made in the register of local land charges in respect of this Deed

5.3 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed

5.4 In all other respects the terms and conditions of the Principal Agreement shall remain in full force and effect except as varied by this Deed

5.5 The Owner hereby agrees on or before the date hereof to pay the Borough Council's reasonable legal costs of negotiating and completing this Deed

5.6 No person shall, subject as hereinafter provided, be liable to observe or perform the Owner's obligations under this Deed or for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site or the part of the Site to which the obligation or breach relates PROVIDED always that this shall be without prejudice to liability for any subsisting breach arising prior to parting with such interest PROVIDED FURTHER THAT neither the reservation of any rights or the inclusion of any covenants or restrictions over the Application Land in any transfer of the Application Land (or part of the Application Land) shall constitute an interest for the purposes of this clause

5.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed

5.8 A party who is not a party to this Deed shall not have any rights under the Contracts (Third Party) Rights Act 1999 to enforce the terms of this Deed

6. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

7. JURISDICTION

This Deed and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England.

8. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated

IN WITNESS whereof the parties hereto have executed this Deed as a deed on the day and year first before written.

THE COMMON SEAL OF

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

was affixed in the)

presence of:)

Authorised Signatory:

Full name of Authorised Signatory

EXECUTED as a **DEED** by

PERSIMMON HOMES LIMITED

Acting by its Attorneys

signed .....(Attorney)

In the presence of:

Witness signature .....

Witness name .....

Address .....

.....

And

[ ] signed .....(Attorney)

In the presence of:

Witness signature .....

Witness name .....

Address .....