

DATED 16th April 2025

HINCKLEY AND BOSWORTH BOROUGH COUNCIL (1)

and

BLOOR HOMES LIMITED (2)

and

JELSON LIMITED (3)

SUPPLEMENTAL DEED AND DEED OF VARIATION

Section 106 and Section 106A of the Town and Country Planning Act 1990 (as amended) in respect of the proposed residential development of land at Hinckley West, Hinckley, Leicestershire,



CAMBRIDGE • LEICESTER • MANCHESTER
MILTON KEYNES • NORTHAMPTON • NORWICH

PH/229369.38

THIS DEED is made

16th

day of

April

2025

BETWEEN

- (1) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley, Leicestershire, LE10 0FR (**the "Borough Council"**)
and
- (2) **BLOOR HOMES LIMITED** (Company registration number 07532134) whose registered office is at Ashby Road, Measham, Swadlincote, Derbyshire DE12 7JP (**"the Owner"**)
and
- (3) **JELSON LIMITED** (Company registration number 00571641) whose registered office is at 370 Loughborough Road, Leicester, LE4 5PR (**"the Developer"**)

together known as the "Parties" and "Party" shall be construed accordingly

WHEREAS:

- A. The Borough Council is the local planning authority for the area in which the Site and the Land is situated and the enforcing authority for the purpose of the provisions of this Deed.
- B. On 3rd May 2018 the Borough Council granted an outline planning permission pursuant to planning application number 15/00188/OUT for the erection of up to 850 dwellings, up to 500sqm of retail floor space, a primary school, community facilities including sports pitches, parkland, childrens play areas, allotments, sustainable drainage, new access and associated infrastructure (**"the Planning Permission"**). The Planning Permission was granted subject to a legal agreement which was made under section 106 of the Act and completed on 26th April 2018 to which the Borough Council (1) the Owner (2) John W Sheppard (Wykin) Limited (the former owners) (3) and Leicestershire County Council (4) were parties (**"the Principal Agreement"**). The Principal Agreement was varied by a deed made under s.106A of the Act dated 3rd March 2022 to which the Borough Council (1) Leicestershire County Council (2) the Owner (3) and John W Sheppard (Wykin) Limited (4) were parties (**"the Deed of Variation"**) and all references to the Principal Agreement hereinafter appearing shall mean the Principal Agreement as varied by the Deed of Variation.
- C. The Owner has acquired the Site from the former owners and is now the freehold owner of the same subject to disposals of parts. The Developer has contracted with the Owner to acquire from the Owner that part of the Site which is hereinafter defined as the Land. The Parties have agreed to enter into this Deed in order to vary the terms of the Principal Agreement in the manner specified in the First Schedule so far as it relates to the Land only and the Second

Schedule. The effect of this Deed will be to substitute the obligations in the First Schedule hereto for the affordable housing obligations contained within the Principal Agreement that would otherwise bind the Land and the vary the Principal Agreement in accordance with the details in the Second Schedule. Leicestershire County Council are not affected by the terms of this Deed and are therefore not a party to it.

OPERATIVE PROVISIONS:

INTERPRETATION

1. Unless otherwise stated, defined terms used in this Deed shall have the meanings given to them in the Principal Agreement including (for the avoidance of doubt) any term contained within the Second Schedule of the Principal Agreement unless inconsistent with any definition or term within this Deed.

CONTINUING OBLIGATIONS

2. This Deed is supplemental to and varies the Principal Agreement and is made under the provisions of Section 106 and 106A of the Act and shall be deemed to be a planning obligation for the purposes of the said Sections 106 and 106A and Section 111 of the Local Government Act 1972 (as amended) and all other enabling powers and the obligations herein shall be enforceable by the Borough Council.
3. The Owner covenants with effect from the date hereof that the obligations and covenants in the Principal Agreement save only to the extent that they are replaced by the provisions of this Deed continue to bind the Site and the Land in respect of any Development of the Site and the Land carried out pursuant to the Planning Permission.
4. The covenants and obligations given by the Owner herein shall bind the Owner's interest in the Land and any successor in title thereto save that the Owner shall not be liable for the breach of any covenant or obligation after they have parted with its interest in the Land save and unless such breach occurred prior to the disposal of such interest.
5. 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 or the Principal Agreement as varied or otherwise.

LOCAL LAND CHARGES

6. This Deed is a local land charge and shall be registered as such by the Borough Council.

THIRD PARTY RIGHTS

7. A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 (as amended) to enforce any term of this Deed.

JURISDICTION

8. 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.

LEGAL COSTS

9. The Developer shall pay to the Borough Council its reasonable legal costs in connection with the preparation and completion of this Deed on completion of the same.

The First Schedule

Affordable Housing Obligations Relating to the Land

Definitions

The following definitions shall apply to the development of the Land (and only the Land):

"Affordable Dwellings"	means the 18 dwellings to be erected on the Land as Discounted Market Dwellings which will satisfy the requirements for affordable housing required in connection with the development of the Land and which are shown on drawing labelled Proposed Site Layout (number J112-BRP-00-00-DR-A-0102-P13) attached hereto or any alternative Affordable Dwellings to be erected within the Land that the Borough Council may agree from time to time.
"Discounted Market Dwelling"	means a dwelling that is sold at a discount of 20% below Open Market Value by the Owner to persons that satisfy the Eligibility Criteria.
"Eligibility Criteria"	means a person or persons with a total household income not exceeding £80,000 per annum or such revised figure as maybe published from time to time or as otherwise maybe set by HM Government from time to time and who has a Local Connection.
"Land"	means the area of land edged red on the Plan.
"Local Connection"	means a local connection to the Borough of Hinckley and Bosworth due to their having been resident in the borough for at least 2 years or for a period of at least 3 out of the last 5 years or is permanently employed in the borough or at least one purchaser has a parent or child permanently resident in the borough.
"Market Dwelling"	means any dwelling erected on the Land that is not an Affordable Dwelling
"Open Market Value"	Means a price to be calculated in accordance with the definition of 'market value' in the edition of the Royal Institution of Chartered Surveyors' Appraisal and Valuation Standards at the relevant time, but on the basis of any assumptions set out in this Deed to be calculated by calculating the average of two independent valuations conducted by appropriately qualified persons

"Plan"	means the plan attached to this Deed
"Site"	means the area of land edged blue on the Plan the subject of the obligations in the Principal Agreement

NOW THE PARTIES COVENANT AS FOLLOWS:

1. The parties hereby agree that from the date of this Deed the affordable housing provisions contained within the Second Schedule of the Principal Agreement shall cease to be enforceable and not be of any effect in respect of any development carried out on the Land and that the following provisions of this Deed shall instead apply to the delivery of affordable housing on the Land.
2. The parties further agree that neither the Site (excluding the Land) nor any owner thereof shall be bound by any affordable housing obligations whether contained in the Second Schedule to the Principal Agreement or this Deed which may be attributable to any development carried out on the Land as a result of the substituted affordable housing provisions contained herein.
3. The Owner shall construct and complete the Discounted Dwellings prior to the Occupation of 70% of the Market Dwellings on the Land.
4. A Discounted Market Dwelling may only be transferred on first and subsequent disposals to a person who satisfies the Eligibility Criteria save unless where it can be demonstrated that the Owner cannot after using reasonable marketing efforts for a period of three (3) months (details of which have been submitted to and agreed in writing by the Borough Council) to secure a transfer to a person having a Local Connection a transfer can take place to any person who satisfies the remainder of the Eligibility Criteria.
5. All transfers or dispositions of Discounted Market Dwellings will be on the following basis and for the avoidance of doubt the provisions of this paragraph 5 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 open market value determined by a sale in an arms-length transaction in the open market as between a willing seller and buyer but also market rent as so determined.
6. The sale price and total consideration required for the transfer of each Discounted Market Dwelling shall be for no more than 80% of the Open Market Value of the said house

13020

Lettering

R Thru

Justing

Handwritten signature

A

Allocations Area = 0.52ha

THIS DRAWING IS THE PROPERTY OF BLOOR HOMES LTD. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF BLOOR HOMES LTD. THIS DRAWING IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN PERMISSION OF BLOOR HOMES LTD. THE DRAWING IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN PERMISSION OF BLOOR HOMES LTD. THE DRAWING IS NOT TO BE USED FOR ANY OTHER PROJECT OR SITE WITHOUT THE WRITTEN PERMISSION OF BLOOR HOMES LTD.

Legend

■ Jelson Boundary

- Affordable Rent
 - Shared Ownership
 - Bin collection point
 - Cycle store
 - Existing tree
 - Proposed tree
 - Landscape buffer
- N.B. Landscaping is indicative. Please refer to detailed landscape drawing.

Hollycroft Grange
Hinckley

Contract Plan

DATE: 05.10.2022
SCALE: 1:500 @ A0
DRAWN: KW
CHECKED: RD

BLOOR HOMES

XX000-PD-021

Hinckley - All Phases + Jelson

[illegible][illegible]

[illegible]

Proposed Site Layout		City of Austin - Public Works Department A-1	Date 08-03-2023
Planning			
Project Name S506			
Project Location CAMP / JWH			
Project Description T112-BRP-00-00-A-0102-P13			

	Jelison 10/18/2023	Proposed Residential Development at Normandy Fields Hickory	Proposed Site Layout	Planning	Date Rec'd: 10/18/2023 Fee: \$500 Status: CANCELED / WITHDRAWN Date Rec'd: 10/23/2023
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7. Prior to marketing and prior to the first and subsequent transfers of each Discounted Market Dwelling the owner of such Discounted Market Dwelling shall notify the Borough Council of the proposed sale price and provide reasonable evidence demonstrating the level of discount from the Open Market Value (including at least two independent valuation reports), such sale price to be approved by the Borough Council (acting reasonably). The District Council shall respond to such notification within 10 Working Days of receipt and should the District 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 Dwelling to resolve their differences on price as a priority. Where the District Council fail to respond within 10 Working Days to the notice the proposed price set out in the notice will be deemed to have been approved..
8. The first and subsequent transferees of a Discounted Market Dwelling must be a person satisfying the Eligibility Criteria (save unless clause 4 applies to any such transfer and the Local Connection requirement does not apply) and the Discounted Market Dwelling must be their principal place of residence.
9. The transferee shall send to the Borough Council (marked for the attention of the Planning Department) within 14 (fourteen) days of completion of the transfer of each Discounted Market Dwelling a notice stating the total consideration (including sale price) and providing a copy of the transfer to the Borough Council.
10. The Discounted Market Dwelling restriction on price shall be entered on the register of title to the relevant Discounted Market Dwelling and arrangements are put in place to ensure that the Discounted Market Dwelling price restriction shall be promptly registered and apply in relation to all subsequent dispositions.

The Second Schedule

The Parties agree that from the date of this Deed the Principal Agreement shall be varied as follows:

1. In the title immediately prior to paragraph 4 of Part 2 of the Second Schedule the reference to "(170 Affordable Housing Units)" shall be replaced with "(152 Affordable Housing Units)".
2. In the table within paragraph 4 of Part 2 of the Second Schedule the reference to "Affordable Rented Units/Social Rents Units = 50% (85 units)" shall be replaced with "Affordable Rented Units/Social Rents Units = 50% (76 units)".
3. In the table within paragraph 4 of Part 2 of the Second Schedule the reference to "Intermediate Units = 50% (85 units)" shall be replaced with "Intermediate Units = 50% (76 units)".
4. In the table within paragraph 4 of Part 2 of the Second Schedule both references to "85-26 = 59 units" shall be replaced in both instances with "76 – 26 = 50 units"

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS DEED THE DAY AND YEAR FIRST
ABOVE WRITTEN

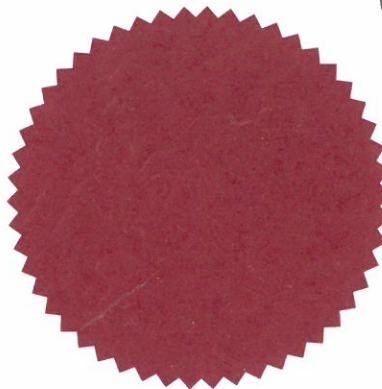
The COMMON SEAL of

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

was hereto affixed in the presence of :

Mustay

Authorised Signatory



EXECUTED as a DEED by *A. LOWE*
and *M. SLADE*
as attorneys for **BLOOR HOMES LIMITED**

Attorney

Anthony Lowe

Anthony Lowe
Authorised Signatory

Attorney

in the presence of:

Signature of Witness *Jake Talbot-Hambridge*

Name in block capitals

Address

Jake Talbot-Hambridge
Trainee Accounts Assistant
Bloor Homes Limited
Ashby Road
Measham
Swadlincote
Derbyshire DE12 7JF

Attorney

Mark Slade

Mark Slade
Authorised Signatory

Attorney

in the presence of:

Signature of Witness *Jake Talbot-Hambridge*

Name in block capitals

Address

Jake Talbot-Hambridge
Trainee Accounts Assistant
Bloor Homes Limited
Ashby Road
Measham
Swadlincote
Derbyshire DE12 7JF

EXECUTED AS A DEED

JELSON LIMITED

By two directors

Director: 

Director 