

DATED

17 June 2026

PLANNING OBLIGATION BY WAY OF UNILATERAL UNDERTAKING UNDER SECTION
106 OF THE TOWN AND COUNTRY PLANNING ACT 1990

RELATING TO LAND

AT

GRACELANDS MANOR, BARLESTONE ROAD, BAGWORTH, COALVILLE,

between

THOMAS WILSHER & PEACHES WILSHER

And

HINCKLEY & BOSWORTH BOROUGH COUNCIL

We hereby certify this to be a true
and accurate copy of the original
.....
Hinckley & Bosworth Borough Council

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- f) archaeological investigation; and
- g) erection of any fences and hoardings around the Property.

Commenced and Commences shall be construed accordingly.

Commencement Date: the date of Commencement of Development.

Council: Hinckley & Bosworth Borough Council of Hinckley Hub, Rugby Road, Hinckley, Leicester LE10 0FR.

Development: the development of the Property described in the Planning Application.

Dwelling: the dwelling approved for construction pursuant to the Planning Permission

Occupation: the occupation of the Property for the purposes permitted by the Planning Permission but no including:

- a) The daytime occupation by personnel engaged in construction fitting out or decoration; or
- b) Occupation for marketing or display; or
- c) The storage of plant and materials

Plan: the plan attached to this deed.

Planning Obligation Period: Five years from the Commencement Date

Property: the freehold land at Gracelands Manor, Barlestone Road, Bagworth, Coalville LE67 1DD) formerly known as Tara House, Barlestone Road, Bagworth Road, Bagworth, Coalville LE67 1DD shown edged red on the Plan and registered at HM Land Registry with absolute title under Title number(s) LT239610, LT260263 and LT243999

Planning Application: an application for planning permission registered by the Council on [DATE] under reference number 25/00667/FUL .

Planning Permission: the planning permission to be granted by the Council in respect of the Planning Application.

Self-Build and Custom House Build: the building or completion by an individual or an association of individuals or persons working with or for individuals or association of individuals of a Dwelling on the Property for the occupation of the Owners as their principal residence

TCPA 1990: the Town and Country Planning Act 1990.

Working Day: any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.

- 1.2 Clause headings shall not affect the interpretation of this deed.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.

This deed is dated [DATE]

17 June 2026

Parties

- (1) THOMAS WILSHER and PEACHES WILSHER both of 8 Costalot Stables, Heath Road, Bagworth, Leicestershire LE67 1DD (**Owner**)
- (2) Hinckley & Bosworth Borough Council of Hinckley Hub, Rugby Road, Hinckley, Leicester LE10 0FR. (**Council**)

RECITALS

- (A) The Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated and by whom the obligations and covenants contained in the Deed are enforceable.
- (B) The Owner owns the Property and has made the Planning Application and is proposing to carry out the Development.
- (C) The Owner intends to develop the Property pursuant to the Planning Permission which interest is registered at HM Land Registry against Title numbers LT239610, LT260263 and LT243999.
- (D) To facilitate the Development the Owner has agreed to enter into this Deed to create planning obligations pursuant to S106 of the TCPA 1990 in respect of the Property to ensure that the Development is secured as a Self-Build and Custom House-Build Dwelling the Owner gives this undertaking to perform the obligations set out in this deed.

Agreed terms

1. Interpretation

The following definitions and rules of interpretation apply in this deed.

1.1 Definitions:

Commencement of Development: the carrying out in relation to the Development of any material operation as defined by section 56(4) of the TCPA 1990 but disregarding for the purposes of this deed, and for no other purpose, the following operations:

- a) demolition works;
- b) site clearance;
- c) ground investigations;
- d) site survey works;
- e) temporary access construction works;

- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.7 A reference to the Council shall include the successors to its respective statutory functions.
- 1.8 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.9 Unless the context otherwise requires, a reference to a statute or statutory provision shall include any subordinate legislation made from time to time under that statute or statutory provision.
- 1.10 A reference to **writing** or **written** excludes faxes and email.
- 1.11 A reference to **this deed** or to any other deed or document referred to in this deed is a reference to this deed or such other deed or document as varied or novated (in each case, other than in breach of the provisions of this deed).
- 1.12 References to clauses are to the clauses of this deed.
- 1.13 Any words following the term(s) **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 Where an obligation falls to be performed by more than one person, the obligation can be enforced against every person so bound jointly and against each of them individually.
- 2. Statutory provisions**
- 2.1 This deed constitutes a planning obligation for the purposes of section 106 of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The obligations contained in clause 3 of this deed are planning obligations for the purposes of section 106 of the TCPA 1990 and are entered into by the Owner with the intention that they bind the interests held by those persons in the Property and their respective successors and assigns.
- 2.3 This deed comes into effect on the date of grant of the Planning Permission.
- 2.4 The obligations contained in clause 3 of this deed are enforceable by the Council in accordance with section 106 of the TCPA 1990.

3. Covenants with the Council

The Owner covenants with the Council in respect of the Development with the intent that these are planning obligations for the purposes of Section 106 of the TCPA 1990:

- (a) The Dwelling shall be constructed as a Self-Build and Custom House-Build Dwelling.
- (b) The Owner is to occupy the Dwelling as their main residence for the Planning Obligation Period.
- (c) not to enter into a conveyance, transfer, lease, assignment, mortgage or other disposition in respect of all or any part of the Property during the Planning Obligation Period
- (d) to give at least 15 Working Days written notice to the Council of the Commencement Date.
- (e) To give at least 15 Working Days written notice to the Council of the date of Occupation of the Dwelling by the Owners

4. Conditionality

In the event of the death of the Owner before the expiry of the Planning Obligation Period the covenants in this Deed shall cease to have effect and the Property shall be occupied as a Use Class C3 residential property that is not restricted to being occupied as a Self-Build and Custom House-Build Dwelling

5. Release

No person shall be liable for any breach of an obligation, restriction or covenant contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting prior to parting with such interest.

6. Determination of deed

This deed shall be determined and have no further effect if the Planning Permission:

- (a) expires before the Commencement of Development;
- (b) is varied or revoked other than at the request of the Owner ;
- (c) is quashed following a successful legal challenge; or
- (d) the expiry of the Planning Obligation Period

7. Local land charge

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

8. Council's costs

The Owner shall pay to the Council on the date of this deed:

- (a) the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, completion and registration of this deed.
- (b) the sum of £75 as a contribution towards the Council's costs of monitoring the implementation of this deed.

9. Ownership

- 9.1 The Owner warrants that no person other than the Owner, has any legal or equitable interest in the Property.
- 9.2 Until the obligations in clause 3 have been complied with, the Owner will give to the Council within 20 Working Days the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:
 - (a) the name and address of the person to whom the disposition was made; and
 - (b) the nature and extent of the interest disposed of.

10. Notices

- 10.1 A notice or other communication to be given under or in connection with this deed must be in writing and must be:
 - (a) delivered by hand; or
 - (b) sent by pre-paid first-class post or other next working day delivery service.
- 10.2 Any notice or other communication to be given under this deed must be sent to the relevant party as follows:
 - (a) to the Council at: Hinckley Hub, Rugby Road, Hinckley, Leicester LE10 0FR marked for the attention of Sophia Nartey;
 - (b) to the Owner at: 8 Costalot Stables, Heath Road, Bagworth, LE67 1DD marked for the attention of Thomas Wilsher;
 - (c) as otherwise specified by the relevant person by notice in writing to each other person.
- 10.3 Any notice or other communication given in accordance with clause 10.1 and clause 10.2 will be deemed to have been received:
 - (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address provided that, if delivery occurs:
 - (i) before 9.00 am on a Working Day, the notice will be deemed to have been received at 9.00 am on that day; or
 - (ii) after 5.00 pm on a Working Day, or on a day which is not a Working Day, the notice will be deemed to have been received at 9.00 am on the next Working Day;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

10.4 A notice given under this deed is not validly given if sent by email.

10.5 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

11. Third party rights

A person who is not a party to this deed does not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

12. Governing law

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.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed as a deed by

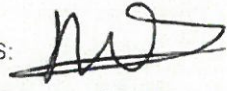
THOMAS WILSHER

THOMAS WILSHER

THOMAS WILSHER

in the presence of:

SIGNATURE OF WITNESS:



NAME OF WITNESS:

LEE WARD

ADDRESS OF WITNESS 19 STATION RD

MUNCKLEY

LEIOIAL

Signed as a deed by

PEACHES WILSHER

PEACHES WILSHER

PEACHES WILSHER

in the presence of:

SIGNATURE OF WITNESS:



NAME OF WITNESS:

LEE WARD

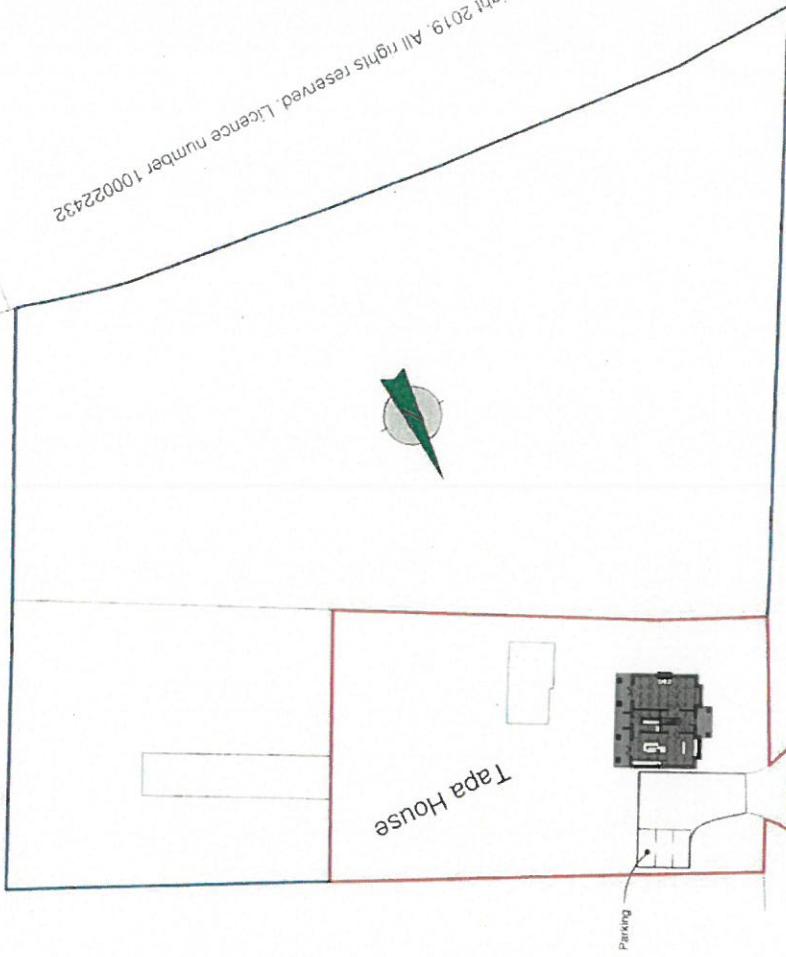
19 STATION RD

ADDRESS OF WITNESS

MUNCKLEY LEIOIAL

Thomas Wilsher
 Wilsher

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Barlestone Road

163.4m

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HAYWARD architects		10 Blandford Road Blandford, Dorset DT11 1JN www.hayward-architects.co.uk	
Mr & Mrs Wilsher		25/49 03	
Gracelands Manor Barlestone Rd Bagworth		PLANNING	
Block and Location Plans		A2	
1:500 & 1:2500		July 25	
LW		JW	

