

Dated 3rd February 2024⁵ AK

(1) SARFRAZ AHMAD

— and —

(2) HINCKLEY AND BOSWORTH BOROUGH COUNCIL

DEED OF VARIATION

TO A SECTION 106 AGREEMENT

Relating to residential development on land lying to the west side of Upper
Bond Street Hinckley

THIS DEED is made on 3rd February 2025

PARTIES

- (1) Sarfraz Ahmad of 16 Highgrove Coventry CV4 8JJ (the **owner**);
- (2) Hinckley and Bosworth Borough Council of Hinckley Hub Rugby Road Hinckley LE10 0FR (the **Borough Council**);

THIS DEED provides:

1 Definitions and interpretation

1.1 Definitions

In this Deed:

Section 73 Application means the application submitted to the Borough Council on 22 November 2023 and allocated reference 23/01014/CONDIT

Section 73 Permission means the planning permission granted by the Borough Council pursuant to the Section 73 Application

S106 Agreement the agreement entered into by the parties dated 20 July 2020.

1.2 Interpretation

- 1.2.1 The headings in this Deed are for convenience only and do not affect its construction or interpretation and references to a clause are references (unless otherwise stated) to a clause in this Deed.
- 1.2.2 Words of one gender include all other genders and any reference to a person includes a reference to a company, authority, board, department or other body.
- 1.2.3 If an obligation is owed to or by more than one person that obligation is owed to or by those persons separately, jointly or in any combination.
- 1.2.4 Any obligation on a party to do any act or thing includes an obligation to procure that it is done and any obligation not to do any act or thing includes an obligation not to permit the doing of the act or thing.
- 1.2.5 Any consent, approval, authorisation or notice required or given under this Deed will only take effect if given in writing.
- 1.2.6 References to **statute** are references to any statute or statutory provision for the time being in force and any regulations, orders, byelaws or other subordinate legislation made under any such statute or statutory provision from time to time.
- 1.2.7 Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it.

2 Background

- 2.1 The Borough Council is the local planning authority for the purposes of the Act for the Borough of Hinckley and Bosworth within which the Application Land is situated.
- 2.2 The County Council is the local highway authority and is responsible for the civic amenity facilities for the area in which the Application land is situated.

- 2.3 The owner is the Freehold owner of the Application Land at the HM land Registry title Number LT244307.
- 2.4 The Section 73 Application was submitted to the Borough Council.
- 2.5 The parties acknowledge that approval of the Section 73 Application would constitute the granting of a new planning permission for the development referred to in the Section 106 Agreement.
- 2.6 The Borough Council is minded to approve the Section 73 Application subject to conditions and subject to the owner entering into the obligations set out in this Deed in relation to the provisions in the Section 106 Agreement without which the Section 73 Permission would not be granted.

3 Variation of the Agreement

- 3.1 This provisions of the Deed shall have effect from the date if this Deed
- 3.2 This Deed is made pursuant to s106 and s106a of the 1190 Act and pursuant to s111 of the Local Government Act 1972(as amended) and any other enabling powers and is supplemental to the Section 106 Agreement and it is acknowledged by the parties that the obligations contained within this Deed are binding on the Application Land and subject to the 106 Agreement are enforceable by the Borough Council against the Owner of the Application Land and against its successors in title in respect of their interests in each and every part of the Application land and those deriving title under it.
- 3.3 Without Prejudice to the other covenants in the s106 Agreement which shall continue in full force and effect, the parties to this Deed agree that from the date of this Deed the Section 106 Agreement shall be as set out in the Schedule to this Deed.

4 Costs

The Owner will no later than the date if this Deed pay the Borough Council their reasonable and proper legal costs of seven hundred and fifty pounds for preparation negotiation and completion of this deed.

5 Registration

The Deed is a local land charge and the Borough Council Shall register it as soon as practicable after the completion of this deed.

6. Covenants by the Owner

- 6.1 The Owner covenants with the Borough Council that the covenants Restrictions and obligations contained in the Section 106 Agreement, as amended by the terms of this Deed, shall continue in full force and effect and shall be deemed by virtue of this Deed to apply to and bind the Application Land in relation to Development pursuant to the planning Permission and/or the Section 73 Permission.

7. Declarations

Its is hereby agreed and declared:

- 7.1 Nothing in this Deed shall be construed as restricting the exercise by the Borough Council of any powers exercisable by them under the Act or any other act regulation bye laws.

7.2 This Deed shall remain in full and effect notwithstanding the terms and conditions of any planning

Permission which may be or has been at anytime issued by the Borough Council or any other

Appropriate person or authority pursuant to provisions of Act.

7.3 No waiver whether express or implied by the Borough Council of any breach or default by the Owner

in performing or observing any of the covenants of this Deed shall constitute a continuing waiver

and no such Waiver shall prevent the Borough Council from enforcing any of the said covenants or

from acting upon any subsequent breach or default in respect thereof by the Owner.

8. **Severability**

It is agreed that if any part of this Deed is declared unlawful or invalid by a court of competent

jurisdiction then (to the extent possible) the offending provision(s) will be severed from this Deed

and the remainder of this Deed shall continue in full force and effect.

9. **Contracts (Rights of Third Parties) Act 1999**

9.1 Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 (as amended) no part

Of this Deed shall be enforceable by a third party who is not party to this Deed.

11. **Jurisdiction**

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

This Deed has been executed as a Deed and delivered on the date stated at the beginning of this Deed.

THE SCHEDULE

The Section 106 Agreement shall be amended as follows:

1. Amendments

- 1.1 The definition of “Section 73 Application” and “Section 73 Permission” set out below shall be inserted in Clause 1:

“Section 73 Application “ means the application submitted to the Borough Council on the 22 November 2023 and allocated reference 23/01014/CONDIT for the variation of the condition of Planning permission 19/00982/FUL to include changes to the approved planning drawing following technical design development.

“Section 73 Permission” means the planning permission granted by the Borough Council pursuant to the section 73 Application.

- 1.2 The definition of “Development” in Clause 1 shall be deleted in full and replaced with the following:

“Development” means the development described in the Planning Application and/or the Section 73 Application and to be carried out pursuant to the Planning Permission and/or the Section 73 Permission .

- 1.3 The definition of “Planning Permission” in Clause 1 shall be deleted in full and replaced with the following:

“Planning Permission” means the planning permission granted pursuant to the Planning Application and Section 73 Permission.

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EXECUTED as a DEED
by affixing THE COMMON SEAL
Of HINKLEY AND BOSWORTH BOROUGH COUNCIL
In the presence of

Authorised Signatory



A handwritten signature in black ink, appearing to read 'Sarfraz Ahmad'.

EXECUTED as a DEED by
SARFRAZ AHMAD
In the presence of

A handwritten signature in black ink, appearing to read 'Burgoyne & Co'.

Burgoyne & Co Solicitors
11a Vicarage Place
Walsall WS1 3NA

