

DATED

**SUPPLEMENTAL AGREEMENT UNDER SECTION 106 AND SECTION 106A OF THE
TOWN AND COUNTRY PLANNING ACT 1990 RELATING TO LAND AT HINCKLEY
WEST, HINCKLEY, LEICESTERSHIRE**

between

Hinckley and Bosworth Borough Council (1)

and

Jelson Limited (2)

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This deed is dated

Parties

- (1) Hinckley and Bosworth Borough Council of Hinckley Hub, Rugby Road, Hinckley, Leicestershire LE10 0FR (**Borough Council**)
- (2) Jelson Limited (Company registration number 00571641) whose registered office is at 370 Loughborough Road, Leicester LE4 5PR (**Owner**)

BACKGROUND

- (A) The Borough Council is the local planning authority for the purposes of the TCPA 1990 for the area in which the Property is situated.
- (B) The Owner is the freehold owner of the Property free from encumbrances.
- (C) On 26 April 2018 the Borough Council (1), Bloor Homes Limited (2), John W Sheppard (Wykin) Limited (3), Leicestershire County Council (4) entered into the Principal Agreement.
- (D) On 3 May 2018 Bloor Homes Limited was granted the Planning Permission by the Borough Council.
- (E) On 3 March 2022 the Principal Agreement was varied by the First Deed of Variation.
- (F) On 16 April 2025 the Principal Agreement was varied by the Second Deed of Variation.
- (G) Jelson Limited purchased the Property on 31 May 2024 from Bloor Homes Limited.
- (H) Bloor Homes Limited, John W Sheppard (Wykin) Limited and Leicestershire County Council are not affected by the provisions of this Deed and are not parties to this Deed.
- (I) Without prejudice to the terms of the other covenants contained in the Principal Agreement, the parties have agreed to vary the terms of the Second Deed of Variation as set out in this deed.
- (J) This agreement is made under section 106A of the TCPA 1990 and is supplemental to the Principal Agreement, First Deed of Variation and Second Deed of Variation.

Agreed terms

1. Interpretation

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

1.1 Definitions:

First Deed of Variation: the agreement made under section 106A of the TCPA 1990 dated 3 March 2022 between the Borough Council (1) Leicestershire County Council (2) Bloor Homes Limited (3) and John W Sheppard (Wykin) Limited (4).

Plan: the plan attached to this Deed

Principal Agreement: the agreement made under section 106 of the TCPA 1990 dated 26 April 2018 between the Borough Council (1), Bloor Homes Limited (2) John W Sheppard (Wykin) Limited (3) and Leicestershire County Council (4).

Property: the land on the south side of Wykin Hall Farm, Wykin Road, Wykin, Hinckley shown edged red on the Plan.

Second Deed of Variation: the agreement made under section 106A of the TCPA 1990 dated 16 April 2025 between the Borough Council (1) Bloor Homes Limited (2) and the Owner (4)

- 1.2 Unless the context otherwise requires, all words and phrases defined in the Principal Agreement, First Deed of Variation and Second Deed of Variation shall have the same meaning in this deed.
- 1.3 Clause headings shall not affect the interpretation of this deed.
- 1.4 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Borough Council 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 Any words following the terms "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.

- 1.11 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 provision

- 2.1 This deed is made pursuant to the provisions of sections 106 and 106A of the TCPA 1990, section 111 of the Local Government Act 1972 and any other enabling powers.
- 2.2 The covenants, restrictions and obligations contained in 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 that person in the Property and their respective successors and assigns.

3. Variations to the Second Deed of Variation

- 3.1 The following definition shall be included in the First Schedule to the Second Deed of Variation:

Additional Contribution: means in circumstances where a sale of a Discounted Market Dwelling other than as a Discounted Market Dwelling has taken place in accordance with clause 11, the lower of the following two amounts:

- (a) 20% of the proceeds of sale; or
- (b) the proceeds of sale less the amount due and outstanding to any mortgagee of the relevant Discounted Market Dwelling under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the relevant Discounted Market Dwelling to the mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the Discounted Market Dwelling in connection with the sale of the Discounted Market Dwelling

and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the Discounted Market Dwelling as a result of the disposal of the Discounted Market Dwelling other than as a Discounted Market Dwelling.

- 3.2 The following clause shall be inserted after clause 10 of the First Schedule to the Second Deed of Variation:

11. MORTGAGEE EXCLUSION

The obligations in clauses 4-10 in relation to Discounted Market Dwelling shall not apply to any mortgagee or any receiver (including an administrative receiver appointed by such mortgagee or any other person appointed under any security documentation to enable such mortgagee to realise its security or any administrator (howsoever appointed (each a receiver)) of any individual Discounted Market Dwelling or any persons or bodies deriving title through such mortgagee or receiver PROVIDED THAT:

- 11.1 such mortgagee or receiver shall first give written notice to the Borough Council of its intention to dispose of the relevant Discounted Market Dwelling; and
- 11.2 once notice of intention to dispose of the relevant Discounted Market Dwelling has been given by the mortgagee or receiver to the Borough Council the mortgagee or receiver shall be free to sell that Discounted Market Dwelling at its full Open Market Value and subject only to paragraph 11.3
- 11.3 following the disposal of the relevant Discounted Market Dwelling the mortgagee or receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Borough Council the Additional Contribution.
- 11.4 following receipt of notification of the disposal of the relevant Discounted Market Dwelling the Borough Council shall:
 - 11.4.1 forthwith issue a completed application to the purchaser of that Discounted Market Dwelling to enable the removal of the restriction on the title referred to at clause 10; and
 - 11.4.2 apply all such monies received towards the provision of Affordable Housing

- 3.1 In all other respects, the Principal Agreement and the Second Deed of Variation (as varied by this deed) shall remain in full force and effect.

4. Covenants to the Borough Council

The Owner covenant to observe and perform the covenants, restrictions and obligations contained in the Principal Agreement, First Deed of Variation and Second Deed of Variation as varied by this deed.

5. Release

No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Property, except in respect of any breach subsisting before parting with that interest

6. Local land charge

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

7. 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.

8. 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) will 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.

The common seal of HINCKLEY AND
BOSWORTH BOROUGH COUNCIL
was affixed to this document in the
presence of:

Authorised signatory

Executed as a Deed by affixing the
common seal of
JELSON LIMITED
in the presence of

Director.....

Director.....

