DATED 7th May **2025**

(1) CHRISTOPHER TIMOTHY JOHN STAMPER AND NICOLA STAMPER

and

(2) HINCKLEY & BOSWORTH BOROUGH COUNCIL

and

(3) LEICESTERSHIRE COUNTY COUNCIL

PLANNING AGREEMENT

Pursuant to Section 106 of the Town and Country Planning Act 1990 relating to Land Off Barton Lane, Congerstone, Leicestershire (Planning Application Ref 23/00978/OUT)

We hereby certify this to be a true and accurate copy of the original

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Hinckley & [redacted] rough Council

THIS DEED is made the 7th day of May Two Thousand and Twenty Five

BETWEEN:

(1) CHRISTOPHER TIMOTHY JOHN STAMPER and NICOLA STAMPER both of Coton Priory, Far Coton, Market Bosworth, Nuneaton CV13 0PJ ("the Owner").

(2) HINCKLEY AND BOSWORTH BOROUGH COUNCIL of Hinckley Hub Rugby Road Hinckley Leicestershire LE10 0FR ("the Borough Council")

(3) LEICESTERSHIRE COUNTY COUNCIL of County Hall Glenfield Leicester LE3 8RA ("the County Council")

RECITALS:

A. By means of the Planning Application submitted by the Owner planning permission has been sought from the Borough Council to carry out the Development on the Application Land

B. The Borough Council and the County Council are local planning authorities for the purposes of the Act for the Borough of Hinckley and Bosworth within which the Application Land is situated

C. The Borough Council and the County Council are also both Principal Councils within the meaning of the Local Government Act 1972

D. The County Council is responsible for the provision of education library and household waste recycling centre facilities for the area in which the Application Land is situated

E. The Owner is the freehold owner of the Application Land registered at HM Land Registry with title absolute under title number LT467400

F. The Application Land is subject to the Farm Business Tenancy between the Owner and the Tenant. Pursuant to this Agreement the Development shall not be Commenced unless and until the Farm Business Tenancy in so far as it relates to the Application Land has been

terminated and evidence of the same has been submitted to the Borough Council

G. The Owner intends to develop the Application Land pursuant to the Planning Permission

H. By way of officers delegated decision the Borough Council has resolved to grant the Planning Permission subject to this Deed being entered into to secure the planning obligations contained herein.

I. The Borough Council has given due consideration to the provisions of Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended) and are of the view that the planning obligations contained in this Deed are necessary to make the Development acceptable in planning terms, directly related to the Development and are fairly and reasonably related in scale and kind to the Development.

OPERATIVE PROVISIONS:

1. **DEFINITIONS AND INTERPRETATION**

1.1. In this Deed the following expressions shall have the following meanings:

Accessibility Natural Green Space	3453 square metres of accessibility natural green space as defined in the Borough Council's Open Space and Recreational Facilities Study 2016 Supplementary Planning Document in the location shown on the Public Open Space Areas Plan
the Act	the Town and Country Planning Act 1990

Additional First Homes Contribution	means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 6 and 8 of the Third Schedule the lower of the following two amounts a) 30% of the proceeds of sale, and b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home 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 First Owner 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 First Owner in connection with the sale of the First Home and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the disposal of the First Home other than as a First Home.

AHP Affordable Dwellings	those Affordable Dwellings which are to be transferred to a Registered Provider being Rented Dwellings and Intermediate Dwellings
Affordable Housing	the same meaning as defined within Annex 2 of the NPPF or such replacement or successor document or any other forms of affordable housing as may be recognised by HM Government from time to time
Affordable Dwellings	The eight Dwellings to be constructed as part of the Development as Affordable Housing in accordance with the Proposed Site Layout Plan comprising ; i. Four Rented Dwellings, and ii. Four Dwellings to be provided as follows: (a) Two First Homes; and (b) Two Intermediate Dwellings or such other quantum and mix of Affordable Housing as shall be agreed in writing between the Owner and the Borough Council
Affordable Housing Commuted Sum	a sum calculated by the following formulae (as applicable) and payable

	pursuant to paragraph 10.3 of Part 1 of the First Schedule: The sum shall be calculated as follows: **MH Value** = Open Market Value of the relevant Affordable Dwellings as Market Housing **AH Value** = value of the relevant Affordable Dwellings as Affordable Housing **Commuted sum** = MH Value minus AH Value The Owner will provide an open book assessment of its calculation of the sum sufficient for the Borough Council's own assessor (who may be externally appointed) to review, validate and report to the Borough Council on the calculation at the Owner's expense. The commuted sum is to then be agreed between the Owner and the Borough Council or determined by an expert pursuant to Clause 2.11 in the event of a dispute)

Affordable Housing Scheme	a scheme for the provision of the Affordable Dwellings within the Application Land to be submitted in accordance with the provisions of paragraphs 1 and 2 of the First Schedule with the scheme containing the following details of the Affordable Dwellings to be provided on the Application Land: (1) In respect of AHP Affordable Dwellings the Registered Provider (if known) (2) the tenure of the AHP Affordable Dwellings (3) the house types and size of the Affordable Dwellings
Application Land	the land edged red on the Plan
Borough Council Monitoring Fees	£419 per obligation £219 Site Inspection Fee £327 per approval of a document
HWRC Contribution	the sum of £1,176.84 (one thousand one hundred and seventy six pounds and eighty four pence) calculated on the basis of sum of £65.38 (sixty five pounds and thirty eight pence) per Dwelling adjusted in accordance with the indexation provisions contained in the Fourth Schedule to be used for site reconfiguration and/or development of

	waste infrastructure to increase the capacity for the Coalville Household Waste and Recycling Centre (HWRC), or any other HWRC directly impacted by this Development
Commencement of Development	the earliest date on which any of the material operations (as defined by Section 56(4) of the Act) pursuant to the implementation of the Development on the Application Land is begun save that irrespective of the provisions of Section 56 (4) of the Act none of the following operations shall constitute a material operation for the purposes of constituting Commencement of Development i. trial holes or other operations to establish the ground conditions of the Application Land site survey work or works of remediation ii. archaeological investigations on the Application Land iii. any works of demolition or site clearance iv. any structural planting or landscaping works

	v. ecological or nature conservation works associated with the Development vi. construction of site compounds or cabins (including sales cabins) boundary fencing or hoardings or any temporary means of enclosure or temporary works required vii. construction of access or any highway works, and any diversion or laying of services (including drainage and media) and earthworks and modification of ground levels arising therefrom viii. any other preparatory works agreed in writing with the Borough Council or the County Council (in respect of the County provisions in this Deed) and "Commence" and "Commenced" shall be construed accordingly
Compliance Certificate	a certificate issued by the Borough Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National)
County Council Monitoring Costs Contribution	the sum of £300.00 (three hundred pounds) per planning obligation

	enforceable by the County Council herein or 0.5% of the value of any contribution due to the County Council (whichever is greater)
Development	the development carried out pursuant to the Planning Permission
Discount Market Price	a sum which is the Market Value discounted by 30%
Disposal	the transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than a) a letting or sub-letting in accordance with paragraph 7 of The Third Schedule b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner c) an exempt disposal and "Disposed" and "Disposing" shall be construed accordingly

Dwelling/s	a house bungalow or apartment/flat built pursuant to the Planning Permission
Eligibility Criteria (National)	criteria which are met in respect of a First Home if: a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer), and b) the purchaser`s annual gross income (or in the case of a joint purchasers` the joint annual gross income) does not exceed the Income Cap (National)
Exempt Disposal	means the Disposal of a First Home in one of the following circumstances: (a). a Disposal to a spouse or civil partner upon the death of the First Homes Owner (b). a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner (c). Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce

	settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order (d). Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt the Third Schedule paragraph 8 Mortgagee Exclusion shall apply to such sale) Provided that in each case other than (d) the person to whom the Disposal is made complies with the terms of the Third Schedule paragraph 7 – Use.
Farm Business Tenancy	means the farm business tenancy dated 19 June 2020 between (1) the Owner and (2) the Tenant which relates to the Application Land and other land
First Home(s)	a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at a Discount Market Price and which on its first Disposal does not exceed the Price Cap

First Homes Owner	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: (a) the Owner (b) a developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home (c) a tenant or sub-tenant of a permitted letting under paragraph 7 of the Third Schedule
First Time Buyer	a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
Health Care Body	the Leicester, Leicestershire and Rutland Integrated Care Board and any successor body
Healthcare Contribution	a sum of £13,939.20 (thirteen thousand nine hundred and thirty nine pounds and twenty pence) adjusted in accordance with the indexation provisions contained in the Fourth Schedule to be used to be

	used in accordance with the provisions of the Fifth Schedule paragraph 6
Hinckley and Bosworth Borough Council Choice Based Lettings Scheme	a housing scheme utilised by the Borough Council to assist persons on the Borough Council's Housing Register to search for suitable affordable housing
Housing Allocations Policy ("HAP")	the mechanism by which the Borough Council determines priorities and defines the procedures to be followed in allocating housing accommodation for rent
Income Cap (National)	in the case of a First Home located within the administrative area of Hinckley and Bosworth Borough Council the sum of Eighty Thousand Pounds (£80,000.00) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home
Independent Expert	for the purposes of paragraph 28 of the First Schedule shall mean a person with relevant qualifications and with no less than 20 years' experience dealing with the infrastructure costs for large development sites
Informal Open Space	1725 square metres of publicly accessible open space as defined in the Borough Council's Open Space and Recreational

	Facilities Study 2016 Supplementary Planning Document including SUDS in the location shown on the Public Open Space Areas Plan
Intermediate Dwellings	means housing provided for sale that provides a route to ownership for those who could not achieve home ownership through the market which includes shared ownership, relevant equity loans, other low cost homes for sale (at a price equivalent to at least 20% below local market value) and rent to buy (which includes a period of intermediate rent).
Library Contribution	the sum of £468.06 (four hundred and sixty eight pounds and six pence) adjusted in accordance with the indexation provisions contained in the Fourth Schedule to be used at Market Bosworth Library to provide improvements to the library and its facilities, including, but not limited to, books, materials, or associated equipment or to reconfigure the internal or external library space to account for additional usage of the venue arising from an increase in members to the Market Bosworth Library as a result of this Development

Local Connection	the parish and/or connection with the parish of Shackerstone which includes Congerstone village and if there are no applicants a connection with the towns/villages within the Borough and/or such other geographical location within the Borough as agreed between the Borough and the Owner
Local Connection Criteria (First Homes)	such local connection criteria applicable to First Homes as may be published by the Borough Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the "Local Connection Criteria" which shall apply to that disposal.
Market Dwellings	means any dwelling for sale lease or other disposal on the open market constructed as part of the Development which is not an Affordable Dwelling.
Market Value	open market value as assessed by a Valuer of a Dwelling as confirmed to the Borough Council by the First Homes Owner and assessed in accordance with the RICS Valuation Global Standards 2021

	including the UK National Supplement (November 2018) (or any such replacement guidance issued by the RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation
Mortgagee	any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari`ah compliant finance for the purposes of acquiring a First Home
NPPF	means the National Planning Policy Framework or any successor policy
Occupation	means in relation to the Development beneficial occupation of any part of it for residential purposes but shall not include i. daytime occupation by workmen involved in the erection fitting out or decoration of any part of the Development; or ii. the use of any Dwellings for the marketing of the Development; or iii. the storage of plant and materials

	and "Occupy" and "Occupied" shall be construed accordingly
Off Site Equipped Children's Play Space Provision Contribution	means the sum of £11,789.06 (eleven thousand seven hundred and eighty nine pounds and six pence) adjusted in accordance with the indexation provisions contained in the Fourth Schedule to be used in accordance with the provisions of the Fifth Schedule paragraph 1
Off Site Equipped Children's Play Space Maintenance Contribution	means the sum of £5,689.44 (five thousand six hundred and eighty nine pounds and forty four pence) adjusted in accordance with the indexation provisions contained in the Fourth Schedule to be used in accordance with the provisions of the Fifth Schedule paragraph 2
Off Site Outdoor Sports Provision Contribution	means the sum of £6,255.36 (six thousand two hundred and fifty five pounds and thirty six pence) adjusted in accordance with the indexation provisions contained in the Fourth Schedule to be used in accordance with the provisions of the Fifth Schedule paragraph 3
Off Site Outdoor Sports Maintenance Contribution	means the sum of £2,972.16 (two thousand nine hundred and seventy two pounds and sixteen pence) adjusted in accordance with the indexation provisions contained in the Fourth Schedule to be

	used in accordance with the provisions of the Fifth Schedule paragraph 4
On Site Open Space Areas	means together the Accessibility Natural Green Space and the Informal Open Space
On Site Open Space Maintenance Contribution	Means a commuted sum for the maintenance of the On Site Open Space Areas of £67,662.60 (sixty seven thousand six hundred and sixty two pounds and fifty pence) comprising £18,630.00 (eighteen thousand six hundred and thirty pounds) for the maintenance of the Informal Open Space and£49,032.60 (forty nine thousand and thirty two pounds and sixty pence) for the maintenance of the Accessibility Natural Green Space adjusted in accordance with the indexation provisions contained in the Fourth Schedule
On Site Open Space Scheme	means a scheme for the provision of the On Site Open Space Areas within the Application Land to be submitted in accordance with the provisions of paragraph 17 of Part 1 the First Schedule with the scheme containing details of the On Site Open Space Areas to be provided on the Application Land along with a timetable for delivery with such On Site

	Open Space Areas being in accordance with the Public Open Space Areas Plan unless otherwise agreed in writing with the Council
On Site Open Space Area Maintenance Scheme	means a scheme for the maintenance of the On Site Open Space Areas within the Application Land to be submitted in accordance with the provisions of paragraph 20 of Part 1 the First Schedule
Open Market Value	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	the plan attached hereto
Planning Application	the outline planning application submitted to the Borough Council for outline planning permission for the construction of up to 18 dwellings with associated infrastructure (some matters reserved except for access and layout) -

	allocated reference number 23/00978/OUT
Planning Permission	the planning permission granted pursuant to the Planning Application and any variation of that permission pursuant to Section 73 of the Act and any subsequent planning permission issued pursuant to an application under Section 73 of the Act to remove or vary any conditions attached to the planning permission issued pursuant to the Planning Application
Post 16 Education Contribution	a sum of £8,291.28 (eight thousand two hundred and ninety one pounds and twenty eight pence) adjusted in accordance with the indexation provisions contained in the Fourth Schedule used to accommodate the capacity issues created by the Development by improving, remodelling, or enhancing existing facilities at Bosworth Academy or any other school within the locality of the Development, including the construction of a new school
Price Cap	the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty

	Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State
Primary Education Contribution	a sum of £71,588.40 (seventy one thousand five hundred and eighty eight pounds and forty pence) adjusted in accordance with the indexation provisions contained in the Fourth Schedule to be used to accommodate the capacity issues created by the Development by improving, remodelling, or enhancing existing facilities at either Congerstone Primary School or any other school within the locality of the Development, including the construction of a new school
Proposed Site Layout Plan	means the plan attached hereto and labelled Proposed Site Layout Drawing No: 22-119-PL02-C
Public Open Space Areas Plan	means the plan attached hereto and labelled POS Areas Plan, Drawing No: 22-119-PL03-A
Registered Provider	means either i. A provider of Affordable Housing who is registered with the Homes and Communities Agency/Homes England under the Housing and

Proposed Residential Develoment @ *Barton lane, Congerstone*

Proposed Site Layout

Accommodation Schedule

1 Bed Bungalow	5
2 Bed House	6
3 Bed House	3
4 bed house	4
Total	18

- Application Boundary
- Existing Trees (retained)
- Illustrative Trees (tbc)
- Proposed Buildings
- Proposed tarmac road with pavement
- Proposed tarmac road with Service Strip
- Proposed Block Paving
- Forward Visibility Splay (25m)
- Flood Zone 3 area
- Affordable Dwelling
- R-Regs part M(3)2 compliant dwelling

Please see engineer's drawings for detailed design of access junction and visibility splays

hayward ARCHITECTS LTD

Drawing No: 22-119-PL02-C
Drawing Stage: Design Development
Scale: 1:500@A2
Date: 29.01.24
Drawn By: JET

Rev	Date	By	Description
A	19.09.24	JET	Parking numbers added
B	06.02.24	JET	Layout amended for HA comments
C	04.03.24	JET	Minor amendments to pavement and speed control added in response to HA commer

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Proposed Residential Develoment @ *Barton lane, Congerstone*

POS Areas Plan

Casual/ Informal play space
(2,152m²)

Amenity Natural Green Space
(3,028m²)

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Drawing No: 22-119-PL03
Drawing Stage: Planning Application
Scale: 1:500@A2
Date: 31.01.24
Drawn By: JET

Rev	Date	By	Description

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	Regeneration Act 2008 or such successor authority; or ii. Any other housing provider approved in writing by the Borough Council; or iii. Any other company or body approved in writing by the Borough Council
Rented Dwellings	has the same meaning as the definition set out in Annex 2 of the NPPF so far as it relates to Affordable Rent at a discount of 20% below local market rents
Regulator	the body known as the Regulator of Social Housing, or any successor organisation or body which regulates Registered Providers
Secondary Education Contribution	a sum of £38,808.80 (thirty eight thousand eight hundred and eight pounds and eighty pence) adjusted in accordance with the indexation provisions contained in the Fourth schedule adjusted in accordance with the indexation provisions contained in the Fourth Schedule to be used to accommodate the capacity issues created by the Development by improving, remodelling or enhancing existing facilities at either The Market

	Bosworth School or any other school within the locality of the Development, including the construction of a new school
Shared Ownership Dwelling(s)	a Dwelling offered via the Register Provider under the terms of a shared ownership lease which accords with the Regulator's Shared Ownership model lease by which the lessee may acquire an initial share or shares of between 10%-75% of the equity in an Affordable Dwelling from the Registered Provider who retains the remainder and may charge a rent of up to 2.75% on the unsold equity and where the lessee has the option to increase their percentage of ownership through a process of Staircasing
Staircasing	the exercise by the owner-occupier of a Shared Ownership Dwelling of the right to purchase additional equity shares up to 100% of the interest in the Shared Ownership Dwelling after which the rent payable on any equity share retained by the Registered Provider shall be reduced proportionally and any payment in relation to the equity derived from the sale of Shared Ownership Dwelling shall be reinvested (where reasonably

	practicable) in Affordable Housing in the area of the Borough Council and "Staircased" or any other derivative thereof shall be construed accordingly
Tenant	Richard Frances Merrick Bayley of Castle Farm, Bilstone, Nuneaton, Warwickshire, CV13 6NQ
Valuer	a Member or Fellow of Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity

1.2. Words in this Deed importing the singular meaning shall where the context so admits include the plural meaning and vice versa

1.3. Words in this Deed of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa

1.4. References in this Deed to any statues or statutory instruments shall include and refer to any statue or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force

1.5. Where in this deed reference is made to a Clause or Schedule such reference (unless the context otherwise requires) is a reference to a Clause or Schedule of this Deed

1.6. The expressions "the Owner" shall where the context so admits include their respective successors and assigns

1.7. The expression "Borough Council" and "County Council" shall include their respective successors in function

2. **GENERAL PROVISIONS**

Statutory Authority

2.1. This Deed and each of the covenants given by the Owner contained herein are planning obligations and are made pursuant to Section 106 of the Act (to the extent that they fall within the terms of s.106 of the Act), Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011

2.2. The covenants by the Owner contained in the First Schedule shall be enforceable by the Borough Council and the covenants by the Owner contained in the Second Schedule shall be enforceable by the Borough Council and the County Council

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

Liability

2.4. The covenants given by the Owner contained in Part 1 of the First Schedule and in the Second Schedule are made with the intent that the covenants will bind the Application Land and be binding on and be enforceable against the Owner, and subject to clause 2.7, the Owner's successors in title or assignees, if and to the extent that the Owner or successor has an legal interest in the part of the Application Land to which the relevant planning obligation relates PROVIDED THAT without prejudice to the enforcement of covenants against successors in title no person shall be liable for any breach or non-performance of the covenants contained herein or for the performance of any obligations which arise from the carrying out of the Development on and in respect of any land of which they have had no legal interest or are no longer seized save in respect of any prior subsisting breach

2.5. 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 as defined herein) granted (whether or not on appeal) after the date of this Deed in respect of which development this Deed will not apply

2.6. The covenants contained in this Deed shall not be enforceable against individual purchasers or lessees of Dwellings on the Application Land constructed pursuant to the Planning Permission having a roof, windows and doors and being in a state of readiness for Occupation or against statutory undertakers in relation to any parts of the Application Land acquired by them for electricity sub-stations gas governor stations or pumping stations or other apparatus or against anyone whose only interest in the Application Land or any part of it is in the nature of the benefit of an easement or covenant

2.7. In the event that the Owner disposes of its interests in the Application Land or any part thereof (other than a disposal to a purchaser of an individual Dwelling or to a Registered Provider) they shall within twenty-eight days of such disposal give written notice of the name and address of their successors in title (other than those specified in clause 2.6) to the Borough Council and the County Council together with sufficient details of the land included in the disposal to allow its identification

Contingencies

2.8. Save for the obligation in clause 3.1 which is conditional on the grant of the Planning Permission the obligations on the Owner set out in this Deed are conditional upon the grant of the Planning Permission and the Commencement of Development.

2.9. In the event of the Planning Permission expiring or in the event of the revocation or the quashing and refusal upon redetermination of the Planning Permission prior to the Commencement of Development the obligations under this Deed shall cease absolutely and the Borough

Council shall upon written request so to do procure that any entry referring to this Deed in the Register of Local Land Charges shall be removed forthwith.

Commencement of Development

2.10. The Owner shall give the Borough Council fourteen days' notice in advance of the Commencement of Development and shall send a copy of such notice to the County Council PROVIDED THAT default in giving notice shall not mean that Commencement of Development is deemed not to have occurred for the purposes of this Deed.

Determination by Expert

2.11. Notwithstanding any specific provision in this Deed in the event of any dispute between the parties to this Deed concerning this Deed including any dispute as to whether or not an obligation has been performed or matter to be agreed under any of the provisions of this Deed the matter may at the written option of any relevant party (notice of which shall be given to the other party or parties) be referred to such expert as they may agree (or in default of agreement within 40 Working Days of the date of giving the notice) appointed by the Chairman for the time being of the Planning and Environment Bar Association whose appointment shall be conducted on the following terms

2.11.1. The person to be appointed pursuant to Clause 2.11 shall be a person having fifteen years or more relevant post-qualification experience of the issue in dispute and projects comprising works of the scale and nature of the Development and of the particular issue in the dispute

2.11.2. The reference to the expert shall be on terms that:

2.11.2.1. The expert shall afford the parties to the dispute an opportunity to make representations to him/her in writing and if he/she so directs to make submissions on one another's representations;

2.11.2.2. The expert shall be able to stipulate periods of time for the making of such submissions and representations;

2.11.2.3. The expert shall be bound to have regard to the said submissions and representations;

2.11.2.4. The expert shall have the power to award the costs of the determination in favour of either party at the expense of the other in the event that the expert shall consider that the said other party has acted unreasonably and the extent of the costs awarded shall reflect the extent and effect of said unreasonable behaviour;

2.11.2.5. The expert shall be limited in his findings to the proposals put by either party or a proposal falling within the limits set by such proposals; and

2.11.2.6. The findings of the expert shall save in the case of manifest material error be final and binding on the Owner the Borough Council and the County Council save that the parties retain the right to refer to the Courts on a matter of law

Notices, Approvals and Time Periods

2.12. The service of notices and communications pursuant to this Deed shall be sent to the addressee at the address stated in this Deed or at such other address as the addressee shall have notified to the others in writing and such notices and communications sent to the County Council shall be marked for the attention of the Manager of the Planning Obligations and Systems Team of the Planning Historic and Natural Environment Department and such notices and communications sent to the Borough Council shall be marked for the attention of the Head of Planning at Hinckley Hub, Rugby Road, Hinckley LE10 0FR

2.13. Notices and communications under this Deed may be sent by personal delivery or by First Class Post (recorded delivery) and correctly addressed

shall be conclusively deemed to have been received by the addressee on the second business day following the date of posting

2.14. Where a party is required to make a request give confirmation, approval or consent, express satisfaction with, agree to vary or to give notice of any matter such request confirmation approval consent expression of satisfaction agreement to vary or notice shall be deemed to have not been given unless given or expressed in writing and shall not be unreasonable withheld or delayed

2.15. It is agreed between the parties that any of the time periods specified in this Deed may be extended by mutual agreement in writing between the Owner and the Borough Council and/or the County Council (as the case may be) SAVE THAT any party to this Deed who requires time to be of the essence in any period extended shall serve notice on the Borough Council and/or the County Council (as the case may be) stating that time is of the essence in relation to any time period so extended

Exclusion of the Contracts (Rights of Third Parties) Act 1999

2.16. Nothing herein contained or implied shall be given or construed as giving rights, privileges, powers or enforceability other than the specific parties executing this document and their successors (if any) as defined herein and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained

Void Provisions

2.17. If any provision of this Deed is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Deed shall continue in full force and effect

No Fetter of Discretion

2.18. Nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Borough Council and the

County Council in their respective rights powers duties and obligations under all public and private statues bylaws and regulations

Effects of any Waiver

2.19. No waiver (whether express or implied) by any party to this Deed of any breach or default by any other party to this Deed in performing or observing any of the terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent that party from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof.

Mortgagees

2.20. No future mortgagees or chargees of the Application Land (or any part of it) shall be bound by the obligations in or be liable under this Deed except as mortgagee in possession and only whilst it remains mortgagee in possession of the Application Land (or any part of it)

Interest on Late Payment

2.21. If any payment due to the Borough Council or County Council under this Agreement is paid late, interest will be payable from the date payment is due to the date of payment at the rate of 4% per annum above the Bank of England base lending rate prevailing at the time

Jurisdiction

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

3. THE PLANNING OBLIGATIONS

3.1. The Owner covenants in favour of the Borough Council and the County Council not to Commence the Development unless and until the Farm Business Tenancy is so far as it relates to the Application Land has been terminated and evidence of the same has been submitted to the Borough Council

3.2. The Owner covenants in favour of the Borough Council to comply with the obligations set out in the First Schedule and Third Schedule

3.3. The Owner covenants in favour of the County Council to comply with the obligations set out in the Second Schedule

3.4. The Borough Council covenants in favour of the Owner to comply with the obligations set out in the Fifth Schedule

3.5. The County Council covenants in favour of the Owner to comply with the obligations set out in the Sixth Schedule

FIRST SCHEDULE

PLANNING OBLIGATIONS TO THE BOROUGH

PART 1

The Owner covenant with the Borough Council as follows:

Affordable Dwellings

1. No Development shall Commence on the Application Land until an Affordable Housing Scheme has been submitted to and approved by the Borough Council (which may be varied from time to time by agreement with the Borough Council).
2. To construct or procure the construction of the Affordable Dwellings in accordance with the approved Affordable Housing Scheme or any variations thereto approved by the Borough Council
3. Not to Occupy or to permit the Occupation of more than 50% of the Market Dwellings until 50% of the Affordable Dwellings has been constructed ready for Occupation and, except in respect of First Homes, the freehold interest in them has been offered to be transferred to a Registered Provider
4. Not to Occupy or to permit the Occupation of more than 80% of the Market Dwellings until 100% of the Affordable Dwellings has been constructed ready for Occupation and, except in the case of First Homes, the freehold interest in them has been offered to be transferred to a Registered Provider
5. To notify the Borough Council within fourteen days of the transfer of any Affordable Dwellings to a Registered Provider of the date of such transfer and to confirm to the Borough Council details of that Registered Provider
6. Subject to the provisions of this Deed no Rented Dwelling shall be used for any purpose other than the provision of affordable housing for rent under the Hinckley and Bosworth Choice-Based Lettings Scheme and in accordance with the objectives of the Housing Allocations Policy ("HAP") in force from time to time to persons in need of affordable housing within the parish of Shackerstone which for the avoidance of doubt includes Congerstone Village and being such persons as shall

be agreed between the Borough Council and the relevant Registered Provider who satisfy the Parish connection within the Local Connection criteria as defined in the HAP

7. In the event that there is no person/s who satisfy the first schedule part 1 paragraph 6 above the Rented Dwelling shall be Occupied by such other person/s in need of affordable housing within the Borough of Hinckley and Bosworth and being such person/s as shall be agreed between the Borough Council and the relevant Registered Provider who satisfy the Borough connection within the Local Connection criteria as defined within the HAP
8. If within 28 days of the Registered Provider notifying the Borough Council in writing of a dwelling becoming vacant no such qualifying person/s can be found to occupy the Rented Dwelling the relevant Registered Provider may let the dwelling to any person/s who satisfy their normal letting criteria
9. Any transfers of the Affordable Dwellings to a Registered Provider shall contain the following provisions:
    9.1. the grant and reservation by the Owner of all rights of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of the Affordable Dwellings and the remainder of the Dwellings constructed or to be constructed as part of the Development
    9.2. the imposition of such covenants as the Owner shall reasonably require as are consistent with the sale of any of the Dwellings within the Development

10. If:-
    10.1. the Owner has used reasonable endeavours to secure contracts for the sale or other disposal of the Affordable Dwellings (or some of the Affordable Dwellings) to a Registered Provider on terms that are no more onerous on the Registered Provider than would be generally available for the provision of Affordable Housing at the time of the offer for 9 (nine) months provided that such period commences on the date of the Reserved Matters

Approval and the Owner has provided evidence of the same to the Borough Council; and

10.2. on the basis that the Borough Council has by notice in writing confirmed that it is not prepared to purchase the relevant Affordable Dwellings on reasonable terms which enable the delivery of the Affordable Housing

then

10.3. the Affordable Dwellings (or some of the Affordable Dwellings) can be used for the provision of Market Dwellings and the Owner shall be free to dispose of those Affordable Dwellings on the open market and the restrictions on occupation or use of those Affordable Dwellings referred to in this Deed shall no longer apply to or be binding or enforceable on or against any person who purchases or leases the said Affordable Dwellings or any successors or other persons deriving title from them or their Chargee upon payment to the Borough Council of an Affordable Housing Commuted Sum; and

10.4. the Borough Council shall release those obligations regulating the use of those Affordable Dwellings as Affordable Dwellings in this Schedule which shall be of no further effect and Occupation of Market Dwellings shall be allowed to proceed

11. The affordable housing provisions in paragraphs 3 to 10 inclusive of this Schedule shall not be binding on:

11.1. a mortgagee or chargee or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a Receiver) of the whole or part of the Affordable Dwellings or any person or bodies deriving title through such mortgagee or chargee or receiver PROVIDED THAT

11.1.1. Such mortgagee or chargee or receiver shall first give written notice to the Borough Council of its intention to dispose of the Affordable

Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Dwellings to another Registered Provider or to the Borough Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

11.1.2. If such disposal is not completed within the three-month period the mortgagee chargee or Receiver shall be entitled to dispose of the Affordable Dwellings free from the Affordable Housing provisions in this Deed which shall determine absolutely with regard to the relevant Affordable Dwellings.

11.2. any person acquiring an interest in an Affordable Dwelling under a statutory right to buy or acquire the said Affordable Dwelling

11.3. a lessee under a shared ownership lease of an Affordable Dwelling or a mortgagee or chargee of a shared ownership lease granted in respect of a Shared Ownership Dwelling

11.4. a person who has Staircased under a shared ownership lease of a Shared Ownership Dwelling to acquire the freehold of the said Shared Ownership Dwelling or a mortgagee or chargee (or Receiver appointed by them) of such an Affordable Dwelling

11.5. any person deriving title from any such person as is mentioned in 11.1 to 11.4 inclusive above

First Homes

12. To provide the First Homes in accordance with the provisions of the Third Schedule hereto PROVIDED ALWAYS THAT in the event that the Owner and Borough Council may at any point agree in writing that the First Homes can be replaced by Intermediate Dwellings and in the event that such written agreement is reached then the provisions of this Schedule shall apply to those Affordable Dwellings and the provisions of the Third Schedule shall not apply to those Affordable Dwellings

Off Site Equipped Children's Play Space Provision Contribution

13. To pay the Off Site Equipped Children's Play Space Provision Contribution upon Occupation of 60% of the Dwellings

    13.1.

Off Site Outdoor Sports Provision Contribution

14. To pay the Off Site Outdoor Sports Provision Contribution upon Occupation of 60% of the Dwellings

Off Site Equipped Children's Play Space Maintenance Contribution

15. To pay the Off Site Equipped Children's Play Space Maintenance Contribution upon Occupation of 90% of the Dwellings

Off Site Outdoor Sports Maintenance Contribution

16. To pay the Off Site Outdoor Sports Maintenance Contribution upon Occupation of 90% of the Dwellings

On Site Open Space Areas

17. No Development shall Commence until the On Site Open Space Scheme has been submitted to and approved by the Borough Council (which may be varied from time to time by agreement with the Borough Council)

18. Not more than 70% of the Dwellings shall be Occupied or permitted to be Occupied until the On-Site Open Space Area has been laid out and made available for use in accordance with the approved On Site Open Space Scheme

19. Following the laying out of the On Site Open Space Area in accordance with the approved On Site Open Space Area Scheme to offer by service of a notice to transfer the On Site Open Space Area to the Borough Council or its nominated Parish Council.

20. The Owner shall within 56 days of the service of the notice pursuant to paragraph 19 submit the On Site Open Space Area Maintenance Scheme to the Borough Council for approval (such approval not to be unreasonably withheld or delayed) and shall maintain the On Site Open Space Area in accordance with the On Site Open Space Area Maintenance Scheme until such a time that the On Site Open Space Area is transferred either to a management company or the Borough Council or its nominated Parish Council

21. If the Borough Council or its nominated Parish Council accept the offer of the Owner to transfer the On Site Open Space Area within 28 days of receipt of the notice referred to at paragraph 19 above, then. the Owner shall use reasonable endeavours to complete the transfer of the On Site Open Space Area to the Borough Council (or its nominated Parish Council) within 56 days of the Borough Council's or nominated Parish Council's acceptance of the offer and shall on completion of the transfer pay the On Site Open Space Area Maintenance Contribution or that part of the On Site Open Space Area Maintenance Contribution relevant to the area to be transferred to the Borough Council or its nominated Parish Council as the case may be along with the Borough Council's or its nominated Parish Council's (as appropriate) reasonable and properly incurred legal fees in connection with the transfer and the Owner shall continue to maintain that On Site Open Space Area in accordance with the approved On Site Open Space Scheme until such time as the On Site Open Space Areas are transferred to the Borough Council or its nominated Parish Council

22. In the event that the Borough Council or its nominated Parish Council do not accept the Owner's offer to transfer the On Site Open Space Area within the 28 days referred to at paragraph 21 above or that offer is accepted but the transfer is not completed within 56 days in accordance with paragraph 23 above, the Owner shall either maintain the On Site Open Space Area itself or transfer any or all of the On Site Open Space Area to a management company and the Owner shall submit

to the Borough Council details of the management company which is to take a transfer of that On Site Open Space Area concerned in which case the Owner shall continue to maintain that On Site Open Space Area in accordance with the approved On Site Open Space Scheme until such time as the On Site Open Space Areas are transferred to the management company and for the avoidance of doubt if the On Site Open Space is not transferred to the Borough Council or its nominated Parish Council then the On Site Open Space Area Maintenance Contribution shall not fall due

Healthcare Contribution

23. To pay the Healthcare Contribution to the Borough Council prior to Occupation of the first Dwelling

Borough Council Monitoring Fees

24. To pay the Borough Council Monitoring Fee as follows:

    24.1. To pay that part of the Borough Council Monitoring Fee relating to monitoring prior to the Commencement of Development

    24.2. To pay that part of the Borough Council Monitoring Fee relating to the Site Inspection fee prior to the relevant site inspection visit of On site Open Space (2 visits are anticipated one following the initial laying out of the On Site Open Space and one after the On Site Open Space has been laid out for 12 months Provided Always that in the event that the Borough Council acting reasonably conclude on first inspection that that On Site Open Space has not been laid out in accordance with the On Site Open Space Scheme additional visits will be charged in accordance with the Site Inspection fee part of the Borough Council's Monitoring Fee)

    24.3. To pay that part of the Borough Council's Monitoring Fee relating to the Document Fee on submission of the document to be approved

Borough Council's Legal Fees

25. To pay the legal fees of the Borough Council incurred in respect of the completion of this Deed up to a maximum of £2,200.

SECOND SCHEDULE

THE OWNER'S PLANNING OBLIGATIONS IN FAVOUR OF THE COUNTY COUNCIL

The Owner covenants with the County Council as follows:

HWRC Contribution

1. To pay the HWRC Contribution to the County Council prior to the first Occupation of the first Dwelling

Library

2. To pay the Library Contribution to the County Council prior to the first Occupation of the first Dwelling

Education Contributions

3. To pay the Primary School Contribution in the following instalments:
   - 3.1 the first 10% prior to the first Occupation of the first Dwelling
   - 3.2 45% prior to the first Occupation of 50% of the Dwellings
   - 3.3 the remaining 45% prior to first Occupation of 75% of the Dwellings

4. To pay the Secondary School Education Contribution in the following instalments:
   - 4.1 10% prior to the Occupation of the first Dwelling
   - 4.2 45% prior to the Occupation of more than 50% of Dwellings
   - 4.3 45% prior to the Occupation of more than 75% of Dwellings

5. To pay the Post 16 Education Contribution in the following instalments:
   - 5.1 10% prior to the Occupation of the first Dwelling
   - 5.2 45% prior to the first Occupation of more than 50% of the Dwellings
   - 5.3 45% prior to first Occupation of more than 75% of the Dwellings

County Council Monitoring Costs Contribution

6. To pay the County Council Monitoring Costs Contribution prior to first Occupation of the first Dwelling

County Council's Legal Fees

7. To pay the County Council's legal fees of £1,900.00 incurred in respect of the negotiation, execution and completion of this Deed.

THE THIRD SCHEDULE

1. **Obligations**

1.1 Unless otherwise agreed in writing by the Borough Council and the Owner for and on behalf of themselves and their 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 whosoever's hands it may come covenant with the Borough Council as below save that

1.1.1 paragraphs 2, 3, 4 and 5 shall not apply to a First Homes Owner;

1.1.2 paragraphs 6 and 7 apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and

1.1.3 paragraph 8 applies as set out therein.

2. **Quantum of First Homes**

2.1 Unless paragraph 12 of part 1 of the First Schedule applies 25% of the Affordable Dwellings on the Application Land (rounded up or down to the nearest whole Dwelling) shall be identified reserved and set aside as First Homes in accordance with the approved Affordable Housing Scheme and shall be provided and retained as First Homes in perpetuity subject to the terms of this Schedule.

3. **Appearance and Specification**

3.1 The First Homes shall not be visually distinguishable from the Market Dwellings based upon their external appearance;

3.2 The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwellings but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted

4. **Type and Distribution**

4.1 The mix of First Homes provided within the Application Land shall be in accordance with the Affordable Housing Scheme

5. **Development Standard**

5.1 All First Homes shall be constructed to no less than the standard applied to the Market Dwellings.

6. **Delivery Mechanism**

6.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting the Eligibility Criteria (National));

6.2 Subject to paragraphs 6.5 to 6.9, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee

6.3 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:

6.3.1 The Borough Council has been provided with evidence that:

6.3.2 the intended purchaser meets the Eligibility Criteria (National)

6.3.3 the Dwelling is being Disposed of as a First Home at the Discount Market Price and

6.3.4 the transfer of the First Home includes:

(a). a definition of the "Council" which shall be Hinckley and Bosworth Borough Council

(b). a definition of "First Homes Provisions" in the following terms: "means the provisions set out in the Third Schedule of the S106 Agreement a copy of which is attached hereto as the Annexure."

(c). A definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [ ] made between the Owner, the Borough Council and the County Council

(d). a provision that the First Home is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it

may not transfer or otherwise Dispose of the First Home or any part of it other than in accordance with the First Homes Provisions

(e). a copy of the First Homes Provisions in an Annexure

6.3.5 The Borough Council has issued the Compliance Certificate and the Borough Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 6.2 and 6.3.1 have been met

6.4 On the first Disposal of each and every First Home to apply to the Chief Land Registrar and to contemporaneously send a copy of the application to the Borough Council pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate 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 certificate signed by [Local Authority] of [address] or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

6.5 The owner of a First Home (which for the purposes of this clause shall include the Owner and any First Homes Owner) may apply to the Borough Council to Dispose of it other than as a First Home on the grounds that either:

6.5.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraphs 6.1 of this Schedule and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion and all reasonable endeavours have been made to Dispose of the Dwelling

as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 6.3; or

6.5.2 to require the First Homes Owner to undertake active marketing for the period specified in paragraph 6.5.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship

6.6 Upon receipt of an application served in accordance with paragraph 6.5 the Borough Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price subject to completion of the transfer to the Borough Council being completed within 4 calendar months

6.7 If the Borough Council is satisfied that either of the grounds in paragraph 6.5 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.5 that the relevant Dwelling may be Disposed of:

6.7.1 to the Borough Council at the Discount Market Price; or

6.7.2 (if the Borough Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Agreement which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 6.9 which shall cease to apply on receipt of payment by the Borough Council where the relevant Dwelling is disposed of other than as a First Home

6.8 If the Borough Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 6.5 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.5 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been

unable to Dispose of the Dwelling as a First Home he may serve notice on the Borough Council in accordance with paragraph 6.5 following which the Borough Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home

6.9 Where a Dwelling is Disposed of other than as a First Home or to the Borough Council at the Discount Market Price in accordance with paragraphs 6.7 or 6.8 above the Owner of the First Home shall pay to the Borough Council forthwith upon receipt of the proceeds of sale the Additional First Homes Contribution

6.10 Upon receipt of the Additional First Homes Contribution the Borough Council shall:

6.10.1 within 14 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 6.4 where such restriction has previously been registered against the relevant title

6.10.2 apply all monies received towards the provision of Affordable Housing

6.11 Any person who purchases a First Home free of the restrictions in the Third Schedule of this Agreement pursuant to the provisions in paragraphs 6.8 and 6.9 shall not be liable to pay the Additional First Homes Contribution to the Borough Council.

7. **Use**

7.1 Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Agreement save in respect of an Exempt Disposal PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 7.2 – 7.5 below.

7.2 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Borough Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First

Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owners period of ownership may not exceed two (2) years.

7.3 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Borough Council and the Borough Council consents in writing to the proposed letting or sub-letting. The Borough Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:

(a). the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;

(b). the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;

(c). the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

(d). the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

(e). the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

(f). the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

7.4 A letting or sub-letting permitted pursuant to paragraph 7.2 and 7.3 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

7.5 Nothing in this paragraph 7 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary

sleeping accommodation provided that the First Home remains at all times the First Homes Owners main residence.

8. **Mortgagee Exclusion**

8.1 The obligations in paragraphs 1-7 of this Schedule in relation to First Homes 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 First Home or any persons or bodies deriving title through such Mortgagee or Receiver PROVIDED THAT:

8.1.1 such Mortgagee or Receiver shall first give written notice to the Borough Council of its intention to Dispose of the relevant First Home; and

8.1.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Borough Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 8.2

8.2 Following the Disposal of the relevant First Home 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 First Homes Contribution within twenty eight (28) days of such Disposal

8.3 Following receipt of notification of the Disposal of the relevant First Home the Borough Council shall:

8.3.1 within 14 days issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 6.4; and

8.3.2 apply all such monies received towards the provision of Affordable Housing

9. **Exempt Disposals**

9.1 For the avoidance of doubt the restrictions on the use, occupation and sale of the First Homes contained in this Schedule shall not apply to any person who has acquired a First Home pursuant to an Exempt Disposal.

THE FOURTH SCHEDULE

INDEXATION PROVISIONS

1. In this Schedule:-

"Index"	means the All in Tender Price Index of Buildings Cost Information Services ("BCIS") as published by the Royal Institute of Chartered Surveyors ("RICS") or in the event that the RICS shall change the basis of compilation or cease to compile or publish the said Index such other Index as the parties hereto shall agree or in default of agreement such Index as shall be determined by an Arbitrator appointed by the President of the RICS for the purposes of this Deed in all cases to ensure as nearly as possible that the sums of money involved shall fluctuate in accordance with the general level of the building industry costs
"Base Index Date"	means the date of this Deed except in relation to the Post 16 Education Contribution the Primary Education Contribution and the Secondary Education Contribution when it shall mean 1 July 2021
"Base Index Figure"	means the figure published in respect of the Index immediately prior to the Base Index Date
"Final Index Figure"	means the figure published or otherwise agreed or determined in respect of the Index immediately prior to the respective dates upon which the relevant contribution is paid

2. The relevant contribution shall be adjusted by such sum, if any, in pounds sterling as shall be equal to the sum calculated according to the following formula:-

$$\text{Adjusted Sum} = \frac{A \times C}{B}$$

Where: "A" equals the relevant contribution

"B" equals the Base Index Figure

"C" equals the Final Index Figure

3. If after the Base Index Date there should be any change in the Base Index Figure by reference to which changes in the Index are calculated, the figure taken to be shown in the Index after such change shall be the figure which would have been shown in the Index if the said Base Index Figure had been retained and the appropriate reconciliation shall be made

4. If any substitution for the said the BCIS, or any index previously substituted therefore shall occur, the parties hereto shall endeavour to agree the appropriate reconciliation between the Index substituted on the one hand and the BCIS or any index previously substituted therefore on the other hand

THE FIFTH SCHEDULE

OBLIGATIONS OF THE BOROUGH COUNCIL

The Borough Council covenant with the Owner as follows:

1. To apply the Off Site Equipped Children's Play Space Provision Contribution solely towards the improvement of the equipped children's play space at Church Field, Congerstone, Nuneaton and if any part of the Off Site Equipped Children's Play Space Provision Contribution has not been applied or contractually committed for that purpose within five years from the date of its receipt of the final tranche by the Borough Council to repay to the party that paid the Off Site Equipped Children's Play Space Provision Contribution any part of the contribution that has not been so expended along with interest accrued thereon

2. To apply the Off Site Equipped Children's Play Space Maintenance Contribution solely towards the maintenance of the equipped children's play space at Church Field, Congerstone, Nuneaton and if any part of the Off Site Equipped Children's Play Space Maintenance Contribution has not been applied or contractually committed for that purpose within fifteen (15) years from the date of its receipt of the final tranche by the Borough Council to repay to the party that paid the Off Site Equipped Children's Play Space Maintenance Contribution any part of the contribution that has not been so expended along with interest accrued thereon

3. To apply the Off Site Outdoor Sports Provision Contribution solely towards the improvement of the outdoor sports provision at Church Field and if any part of the Off Site Outdoor Sports Provision Contribution has not been applied or contractually committed for that purpose within five years from the date of its receipt of the final tranche by the Borough Council to repay to the party that paid the Off Site Outdoor Sports Provision Contribution any part of the contribution that has not been so expended along with interest accrued thereon

4. To apply the Off Site Outdoor Sports Maintenance Contribution solely towards the maintenance of the outdoor sports provision at Church Field and if any part of the Off Site Outdoor Sports Maintenance Contribution has not been applied or contractually committed for that purpose within fifteen (15) years from the date of its receipt of the final tranche by the Borough Council to repay to the party that paid the Off Site Outdoor Sports Maintenance Contribution any part of the contribution that has not been so expended along with interest accrued thereon

5. To apply the On Site Open Space Maintenance Contribution (if received) solely towards the maintenance of the Accessibility Natural Green Space and the Informal Open Space and if any part of the On Site Open Space Maintenance Contribution has not be applied or contractually committed for that purpose within twenty (20) years from the date of its receipt by the Borough Council to repay to the party that paid the On Site Open Space Maintenance Contribution any part of the contribution that has not been so expended along with interest accrued thereon

6. To pay each Healthcare Contribution to the Health Care Body following its receipt within 28 days of receipt of written confirmation from the Health Care Body that it will apply that Healthcare Contribution solely towards delivery of NHS health care enhancement/extension schemes of providers that deliver NHS healthcare services for the locality of Hinckley and whose catchment area covers the Development and which may include the Market Bosworth and/or Newbold Verdon Medical Practice and/or any other healthcare infrastructure designed to support the healthcare needs of patients within the locality of Hinckley PROVIDED THAT the Health care Contribution will be used within five years from its receipt of the final tranche such written confirmation to be sent by the Borough Council to the Owner prior to the contribution being passed to the Health Care Body

THE SIXTH SCHEDULE

OBLIGATIONS OF THE COUNTY COUNCIL

1. The County Council covenants with the Owner to spend, commit to spend, or allocate for spend, each of the Contributions paid to them on the purposes for which each of them was paid to the County Council as herein specified and for no other purpose and to do so within ten years of the date of receipt or the date of final payment where payment is made in tranches and to repay upon receipt of a written request any monies not spent, committed or allocated to be spent, to the Owner as herein specified on the expiration of the ten year period.

THE SEVENTH SCHEDULE

Transfer of the On Site Open Space Areas

Defined terms

1. GENERAL

The following provisions shall apply to all transfers of the On Site Open Space Area pursuant to this Agreement

1.1. The transfer shall be in accordance with the Law Society's Standard Conditions of Sale (5th Edition) "Standard Conditions" in so far as they are not inconsistent with the terms of this Agreement

1.2. Standard Conditions 2.1, 2.2, 2.3, 4.3, 5.2 and 6.1 shall not apply to the transfer

1.3. The transferor granting all reasonable easements and rights to allow the Development and use of the land for the purposes specified in this Agreement as an On Site Open Space Area

1.4. Reserve in favour of the Owner any usual and necessary rights and easements to enable the proper construction, maintenance and use of the Development and to use existing services in so far as they are necessary based upon the final approved layout of the Development and location of the On Site Open Space Area

1.5. The inclusion of a nuisance clause providing that the transferee shall not suffer or permit to be done any act or thing which may be or become a nuisance to the Owner or occupiers of the remainder of the Development

1.6. No unduly restrictive or burdensome covenant or clause being imposed upon the transferee in addition to the provisions contained in this Schedule

1.7. The land will be transferred subject to:

a) all local land charges, whether or not registered before the date of this agreement, and all matters capable of registration as local land charges whether or not actually registered

b) all notices served and orders, demands, proposals or requirements made by any local or any public authority after the date of this agreement;

c) all actual or proposed orders, directions, notices, charges, restrictions, conditions, agreements and other matters arising under any statute affecting the Property;

d) all rights of way, drainage, watercourses, light or other easements, or quasi or reputed easements, and rights of adjoining Owner affecting the Property, and all liability to repair or covenants to repair paths, ways, passages, fences, and other like matters; and

e) any interests overriding the title to the land

1.8. An indemnity from the transferee to observe and perform the covenants affecting the title to the land as at the date of the Transfer will be included in the Transfer. The following restrictive covenants will be included in the Transfer for the benefit of the Owner's retained land

a) restriction preventing use for any purpose other than public open space

b) not to be used for a trade or business

c) not to be used for residential purposes

d) to keep land in good repair and condition

e) not to obstruct public highway

f) to keep and properly maintain the boundaries in good repair and condition

g) to properly keep and maintain any landscaping

h) to keep and maintain the land in a clean and tidy condition

i) not to cause or knowingly permit any nuisance on the land

j) on any transfer of the land or any part thereof to procure that any transferee shall simultaneously enter into a direct covenant with the owner/Owner or the whole or relevant parts of the retained land to observe and perform these covenants

k) not to erect any buildings or other erections except equipment ancillary to the purpose for which the land is transferred

1.10. A covenant to manage and maintain the On Site Open Space Area in accordance with the approved On Site Open Space Maintenance Scheme

IN WITNESS whereof the parties have executed this Deed on the date first above written

EXECUTED as a DEED BY

CHRISTOPHER TIMOTHY JOHN STAMP [redacted]

In the presence of [redacted]

Witness signature---

Witness name- WILLIAM NAYLOR.

Witness occupation---- SURVEYOR.

Witness address----------

12 The Square
Market Harborough
LE16 7PA

EXECUTED as a DEED BY

NICOLA STAMPER N Stamper

In the presence of [redacted]

Witness signature----

Witness name---- WILLIAM NAYLOR

Witness occupation---- SURVEYOR.

Witness address----------

12 The Square
Market Harborough
LE16 7PA

13031

THE COMMON SEAL OF **HINCKLEY &**

BOSWORTH BOROUGH COUNCIL was

hereunto affixed in the presence of:

[redacted]

Authorised Signatory

THE COMMON SEAL OF **LEICESTERSHIRE**

COUNTY COUNCIL was

hereunto affixed in the presence of:

[redacted]

Authorised Signatory

417196(a)