

DATED

2026

(1) FORTRESS EIGHT LIMITED

TO

(2) HINCKLEY AND BOSWORTH BOROUGH COUNCIL

PLANNING OBLIGATIONS BY WAY OF UNILATERAL UNDERTAKING

pursuant to section 106 of the
Town and Country Planning Act 1990 (as amended)

relating to the development conversion of the existing buildings forming 127 Upper
Bond St Hinckley LE10 1RT into 25 Apartments

Application Reference:25/00627/FUL

Legal Services
Hinckley and Bosworth Council

FROM:

TO:

WHEREAS:

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS

“Commencement of Development” means the carrying out of any material operation comprised within the Development within the meaning of Section 56(2) and (4) of the 1990 Act other than operations consisting of site clearance, the construction of any temporary means of access required for

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construction purposes, demolition work, archaeological investigations, ecological investigations and mitigation, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse grounds conditions, diversion and laying of services, erection of any temporary means of enclosure and/or, the temporary display of site notices or advertisements and **"Commence"** and **"Commencement"** and **"Commenced"** and cognate expressions will be interpreted in accordance with this definition.

"Health Care Contribution"	means the sum of £16,472.00 (sixteen thousand four hundred and seventy two pounds and zero pence) Index Linked to payable by the Owner to the Borough Council (who may transfer this sum on to the Health Care Body) towards expanding capacity at Hollycroft Medical Centre, Maples Family Medical Practice and Castle Mead Medical Centre as a result of the need arising from the Development
"Development"	means the development of the Site as set out in the Application for Conversion of the existing buildings forming the Old Puffer factory at 127 Upperbond St Hinckley LE10 1RT into 25 apartments.
"Index"	the Retail Prices Index published and reviewed annually by the Office for National Statistics (or if the Index is discontinued) any future index providing a measure of the movement in building costs and which closely replicates that index as shall be determined by the Council x.
"Index Linked"	means increased by applying the percentage increase (if any) in the Index from the date of this Deed to the date of payment.
"Interest"	means a rate of four percent (4%) per annum above Bank of England's base rate from time to time and such interest shall accrue on a daily basis from the date the payment is due until actual payment of the overdue amount.
"Monitoring Fee"	means £419 for the monitoring of the obligations contained within this Deed.
"Plan"	means the plan attached to this Deed at Schedule 1.
"Planning Permission"	means the planning permission subject to conditions to be issued by the Council pursuant to the Application.
"Site"	means the land against which this Deed may be enforced being land at 127 Upper Bond St Hinckley LE10 1RT

registered with HM Land Registry under title number LT520809 and shown edged red on the Plan.

“Working Day”

means any day except Saturday Sunday or a public holiday in England and reference to **“Working Days”** shall be construed accordingly.

2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 The clause headings in this Deed are for ease of reference only and shall not affect construction thereof.
- 2.3 Words importing the singular meaning shall where the context so admits include the plural meaning and vice versa.
- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.
- 2.5 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and severally unless there is an express provision otherwise.
- 2.6 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that Act for the time being in force and shall include all instruments, orders, plans regulations, permissions and directions for the time being made, issued or given under that Act or deriving validity from it.
- 2.7 References to any party to this Deed shall include the successors in title and assigns to that party and to any person deriving title through or under that party and in the case of the Council the successors to its statutory functions.
- 2.8 The obligations contained herein relate to the Site and each and every part thereof.
- 2.9 Any covenant by Owner] not to do any act or thing shall be deemed to include a covenant not to cause permit or suffer the doing of that act or thing.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972, Section 1 of the Localism Act 2011 and all other enabling powers to the intent it shall bind the Owner and the successors in title of the Owner to each and every part of the Site and its assigns.
- 3.2 The covenants, restrictions and requirements contained in this Deed are planning obligations for the purposes of Section 106 of the 1990 Act and are enforceable by the Council against the Owner and any persons deriving title from them.

- 3.3 To the extent that any of the obligations are not planning obligations within the meaning of the 1990 Act they are entered into pursuant to the powers contained in Section 111 of the Local Government of the Local Government Act 1972 or Section 1 of the Localism Act 2011 or any other enabling Act.

4. CONDITIONALITY

- 4.1 This Deed is conditional upon:

- 4.1.1 the grant of the Planning Permission

SAVE FOR the provisions of clauses 1 (Definitions), 2 (Construction of this Deed), 3 (Legal Basis), 4 (Conditionality), 5.1.3 Costs), 6.2 (Land Charge), 6.7 (Future Permissions), 8 (Dispute Resolution), 9 (Notices), 10 (No Fetter of Discretion) 12 (Ownership), 15 (Governing Law), 16 (Mortgagee's Liability) and 17 (Delivery) which shall come into effect immediately upon completion of this Deed.

5. COVENANTS

- 5.1 The Owner covenants with the Council:

- 5.1.1 to pay the Health Care Contribution to the Council in full prior to Commencement of Development;
- 5.1.2 not to Commence Development until the Health Care Contribution has been paid to the Council in full (including any increase due to indexation and interest payable).
- 5.1.3 to give at least 10 Working Days prior written notice to the Council of the Commencement of Development;
- 5.1.4 to pay to the Council on or before the completion of this Deed the Monitoring Fee.
- 5.1.5 to pay on or before completion of this Deed to pay the Council's reasonable and proper legal costs and disbursements incurred in connection with the preparation, negotiation and completion of this Deed.

6. MISCELLANEOUS

- 6.1 This Deed does not nor is it intended to confer a benefit on a third party within the meaning of the Contracts (Rights of Third Parties) Act 1999 ('the 1999 Act') but for the avoidance of doubt it is agreed that the exclusion of the application of the 1999 Act shall not prevent all or any future successors in title to any of the parties to this Deed from being able to benefit from or to enforce any of the obligations of this Deed.
- 6.2 This Deed is a local land charge and shall be registrable as such by the Council.
- 6.3 Following the performance and satisfaction of all the planning obligations contained in this Deed (and subject to the payment of the Council's reasonable and proper costs and charges) the Council shall following receipt of a written request effect the cancellation of all related entries in the Register of Local Land Charges in respect of this Deed.

- 6.4 This Deed shall cease to have effect (insofar only as it has not already been complied with) if prior to the Commencement of Development the Planning Permission shall be quashed, revoked, expires or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure.
- 6.5 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
- 6.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 6.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed nor shall any sum be payable to the Council pursuant to this Deed in respect of any development carried out pursuant to such further planning permission.
- 6.8 The obligations contained in this Deed shall not be enforceable against statutory undertakers in relation to any parts of the Site acquired by them (or against anyone whose only interest in the Site or any part of it is in the nature of the benefit of an easement or covenant or interest in the sub-soil of any road).
- 6.9 The obligations in this Deed automatically bind a subsequent S73 Permission and the terms Development and Application shall be construed accordingly by reference to the application for and development permitted by the S73 Permission **PROVIDED THAT** this does not fetter the Council's discretion to require modified or additional obligations in connection with a S73 Permission whether by way of a supplemental agreement or deed of variation to this Deed entered into under sections 106 and 106A of the 1990 Act or otherwise.
- 6.10 The obligations contained in this Deed shall not be enforceable against individual purchasers or lessees their mortgagees or any other person deriving title from such individual purchaser lessee or their mortgagee of the Dwellings on the Site constructed pursuant to the Planning Permission.

9. NOTICES

- 9.1 Any notice agreement consent acknowledgment or approval required to be given under this Deed shall not be unreasonably withheld or delayed and shall be in writing and shall be delivered personally or sent by pre-paid first class recorded delivery post.
- 9.2 The address for service of any such notice consent acknowledgment or approval as aforesaid shall be on all the parties at the addresses aforesaid or such other address for service as shall have previously notified by the parties to all other parties to the Deed.
- 9.3 A notice agreement consent acknowledgment or approval under this Deed shall be deemed to have been served as follows:
- 9.3.1 if personally delivered, at the time of delivery; or

9.3.2 if posted, at the expiration of forty eight (48) hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom.

9.4 In proving such service it shall be sufficient to prove that personal delivery was made or that the envelope containing such notice consent or approval was properly addressed and delivered into the custody of the postal authority in a pre-paid or recorded delivery envelope (as appropriate).

10. NO FETTER OF DISCRETION

Nothing (contained or implied) in this Deed shall fetter or restrict the Council's statutory rights, powers, discretions and responsibilities.

11. WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

12. OWNERSHIP

12.1 The Owner warrants that no person other than the Owner has any legal or equitable interest in the Site.

12.2 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site or unit of occupation purchased by reference to a plan or some other sufficient detail to allow identification **PROVIDED THAT** this covenant shall not apply to the disposal of individual newly constructed Dwellings on the Development.

13. INTEREST

If any payment due under this Deed is paid late, Interest shall be payable from the date payment is due to the date of payment.

14. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of any VAT properly paid. If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed then to the extent that VAT has not been previously charged in respect of that supply the party making the supply shall have the right to issue a VAT invoice to the party to whom the supply was made and the VAT shall be paid accordingly.

15. GOVERNING LAW

This Deed is governed by and interpreted in accordance with the law of England and Wales as it applies in England and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

16. MORTGAGEE'S LIABILITY

- 16.1 Any future mortgagee or charge of the whole or any part of the Site shall have no liability under this Deed unless it takes possession of the Site or it appoints a receiver or administrative receiver (as such terms are defined in the mortgage or charge) over the area to which the mortgage or charge relates, in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

17. DELIVERY

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

IN WITNESS whereof this Deed has been duly executed by the parties on the day and year first before written

Schedule 1

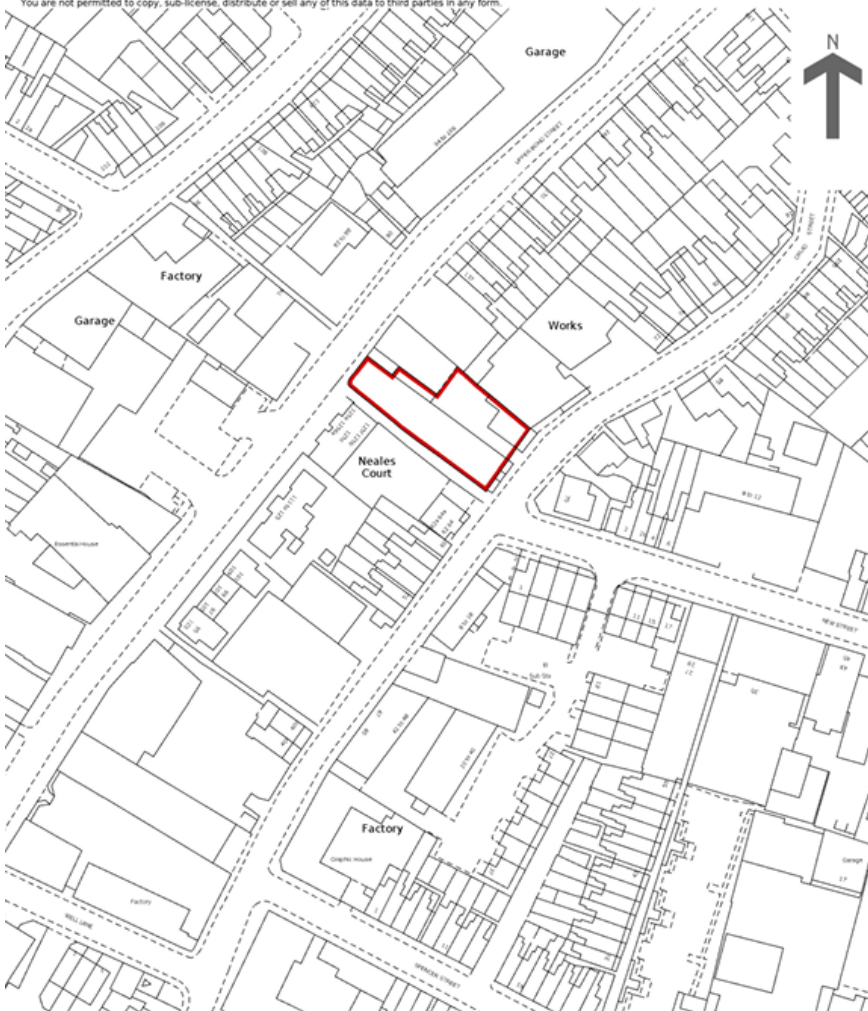
Plan

HM Land Registry
Official copy of
title plan

Title number **LT520809**
Ordnance Survey map reference **SP4294SE**
Scale **1:1250**
Administrative area **Leicestershire :**
Hinckley and Bosworth



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EXECUTED as a **DEED** by

FORTRESS EIGHT LIMITED

acting by Miles Stephenson, a director

.....(signature)

in the presence of a witness:

witness name:

.....(signature)

witness occupation:

witness address: