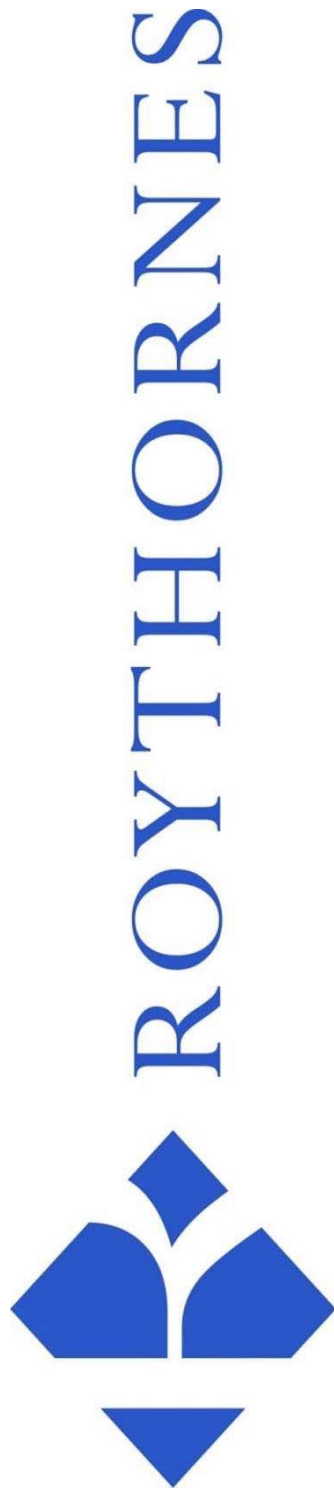




**DATED**

**2026**

**BARWELL CAPITOL LIMITED**

**- and -**

**HINCKLEY AND BOSWORTH BOROUGH  
COUNCIL**

**- and -**

**LEICESTERSHIRE COUNTY COUNCIL**

**S106 AGREEMENT**

**made pursuant to section 106 of the  
Town and Country Planning Act 1990  
and other powers**

**- relating to -**

**Land at Crabtree Farm East Field,  
Hinckley Road, Barwell LE9 8DL**

**Application Reference: 23/01184/FUL  
(A) and 23/01175/FUL (B)**



**THIS AGREEMENT** is made on the

day of

2026

**BETWEEN:**

**BARWELL CAPITOL LIMITED** (Company Registration Number 12750729) whose registered address is Cookes Storage – Office Suite 3, 16 Maybrook Rd, Minworth, Sutton Coldfield, B76 1AL (**Owner**); and

**HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley LE10 0FR (**Borough Council**); and

**LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicestershire LE3 8RA (**County Council**).

**INTRODUCTION**

- A) The Borough Council is the local planning authority for the purposes of the Act for the administrative area in which the Site is situated.
- B) The County Council is the local highway authority, the education authority and is responsible for library facilities and household waste recycling facilities education authority for the county of Leicestershire and is responsible for the provision of library and civic amenity facilities.
- C) The Owner is the registered freehold proprietor of the Site registered under title number LT524212.
- D) The Owner submitted the Applications to the Borough Council and the Borough Council refused both Applications further to which the Owner submitted the Appeal.
- E) For the avoidance of doubt, the Applications comprise two planning applications but concern the Development in toto.
- F) The Appeal has been lodged with the Secretary of State against the Borough Council's refusal of the Applications and the planning obligations in this Deed are intended to only take effect in the event that the Secretary of State allows the Appeal and grants the Planning Permission.
- G) The obligations secured by this Deed will take effect only as specified herein and will be enforceable against the Owner by the Borough Council and County Council respectively.

**NOW THIS DEED WITNESSES as follows**

**1. DEFINITIONS AND INTERPRETATIONS**

1.1 In this Deed the following words and expressions shall where the context so requires or admits have the following meanings:

|                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
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| <b>Act</b>                       | means the Town and Country Planning Act 1990 (as amended);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Affordable Housing</b>        | means housing of different tenures provided with subsidy support for people who are unable to resolve their needs in the private housing market because of the relationship between local housing costs and their incomes such housing being provided in conformity with the advice contained in the NPPF;                                                                                                                                                                                                                                                      |
| <b>Affordable Housing Land</b>   | means those part(s) of the Site on which the Affordable Housing Units (including (as relevant) related accesses, car parking and services/utilities) are to be constructed;                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Affordable Housing Units</b>  | means the Dwellings to be constructed as Affordable Housing in accordance with the Affordable Housing Scheme;                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Affordable Housing Scheme</b> | <p>means the scheme to be submitted in accordance with paragraphs 1 and 2 of Schedule 1 and which shall include the following in relation to the Development:</p> <ul style="list-style-type: none"><li>a) the location of the Affordable Housing Land;</li><li>b) confirmation of the number of Affordable Housing Units (which shall represent a minimum of 20% of the total Dwellings) and shall comprise within that 20%;<ul style="list-style-type: none"><li>i) 75% Affordable Housing for Rent (rounded up or down accordingly), and</li></ul></li></ul> |

|                                        |                                                                                                                                                                                                                                                                                                        |
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|                                        | <p>ii) 25% Shared Ownership Housing (rounded up or down accordingly), and</p> <p>c) details of the types, size and tenure of the Affordable Housing Units (the latter of which shall specify the percentage split between the Affordable Rented Housing Units and Shared Ownership Housing Units).</p> |
| <b>Affordable Housing for Rent</b>     | means a rented housing unit built pursuant to the Planning Permission which is within the definition of 'Affordable Housing for Rent' set out in Annex 2 of the NPPF;                                                                                                                                  |
| <b>Appeal</b>                          | means Appeal Scheme A (East Field 16) and Appeal Scheme B (East Field 51) together;                                                                                                                                                                                                                    |
| <b>Appeal Scheme A (East Field 16)</b> | means the appeal against the refusal of planning application 23/01184/FUL for the residential development of 16 dwellinghouses with associated garages, driveway, open space, landscaping, drainage and LEAP;                                                                                          |
| <b>Appeal Scheme B (East Field 51)</b> | means the appeal against the refusal of planning application 23/01175/FUL for the residential development of 51 dwellings with associated access and parking;                                                                                                                                          |
| <b>Appeal Scheme C (West Field 13)</b> | means the appeal against the refusal of planning application 23/01186/FUL for the residential development of 13 dwellinghouses with associated garages, driveway, open space, landscaping, drainage and LEAP;                                                                                          |
| <b>Appeal Scheme D (West Field 44)</b> | means the appeal against the refusal of planning application 23/01177/FUL for the residential development of 44 dwellinghouses with garage and associated driveway, open space, landscaping, drainage and LEAP;                                                                                        |
| <b>Applications</b>                    | means together the applications for Appeal Scheme A (East Field 16) and Appeal Scheme B (East Field 51) which are now the subject of the Appeal;                                                                                                                                                       |

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| <b>Borough Council Monitoring Contribution</b> | means the sum of four hundred and eighty nine pounds (£489.00) per planning obligation owed to the Borough Council herein payable by the Owner to the Borough Council as a contribution towards the costs of the Borough Council in monitoring compliance with obligations owed to it contained herein;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Bus Pass</b>                                | means an adult bus pass entitling the holder of each bus pass to travel free of charge on local bus services over a period of six (6) months commencing from the date of issue of the bus pass and <b>Bus Passes</b> shall be construed accordingly;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| <b>Bus Passes Contribution</b>                 | means the sum of twenty thousand two hundred and forty pounds (£20,240) (calculated as £632.50 per Bus Pass) adjusted in accordance with the indexation provisions of Schedule 4 towards the provision of two Bus Passes per Dwelling for the residents of the Development;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>CIL Regulations</b>                         | means the Community Infrastructure Levy Regulations 2010 (as amended);                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Commencement of Development</b>             | means the carrying out on the Site of any material operation pursuant to the Planning Permission and “material operation” shall have the meaning given to it in Section 56(4) of the Act save that for the purposes of this Deed a material operation shall not include operations in connection with any archaeological investigations, works of excavation, demolition, site clearance, diversion of services, installation of services for construction purposes only, site or soil investigations, remedial action in respect of any contamination, landscaping works, provision of construction access, works to the access under section 278 of the Highways Act 1980, the installation of a footpath along Hinckley Road, practical management of the field drainage, noise attenuation works or the erection of hoardings and fences and <b>Commence Development</b> and <b>Commenced</b> shall be |

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|                                                            | <p>construed accordingly and for the avoidance of doubt Commencement of Development of either Appeal Scheme A (East Field 16) or Appeal Scheme B (East Field 51) will result in the Commencement of the Development as a whole;</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <p><b>Commencement of the Neighbouring Development</b></p> | <p>the carrying out on the Neighbouring Development of any material operation pursuant to the Planning Permission and “material operation” shall have the meaning given to it in Section 56(4) of the Act save that for the purposes of this Deed a material operation shall not include operations in connection with any archaeological investigations, works of excavation, demolition, site clearance, diversion of services, installation of services for construction purposes only, site or soil investigations, remedial action in respect of any contamination, landscaping works, provision of construction access, works to the access under section 278 of the Highways Act 1980, the installation of a footpath along Hinckley Road, practical management of the field drainage, noise attenuation works or the erection of hoardings and fences and <b>Commence the Neighbouring Development</b> and <b>Commenced the Neighbouring Development</b> shall be construed accordingly and for the avoidance of doubt Commencement of Neighbouring Development of either the Appeal Scheme C (West Field 13) or the Appeal Scheme B Appeal Scheme D (West Field 44) will result in the Commencement of the Neighbouring Development as a whole;</p> |
| <p><b>County Council Monitoring Contribution</b></p>       | <p>means the sum of Three Hundred Pounds (£300.00) per planning obligation owed to the County Council herein or 0.5% of the value of any contribution due to the County Council (whichever is the greater) payable by the Owner to the County Council as a contribution towards the costs of the</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

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|                                                     | County Council in monitoring compliance with obligations owed to it contained herein;                                                                                                                                                                                                                                                                                                                                                            |
| <b>County Council Waste Management Contribution</b> | means the sum of three thousand three hundred and eighteen pounds and fifty one pence (£3,318.51) (calculated as £49.53 per Dwelling) adjusted in accordance with the indexation provisions of Schedule 4 towards site reconfiguration and/or development of waste infrastructure to increase the capacity for the Barwell Household Waste Recycling Centre or any other Household Waste Recycling Centre directly impacted by this Development; |
| <b>Deed</b>                                         | means this agreement;                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Default Interest Rate</b>                        | means a rate 4% above the base lending rate from time to time of HSBC Bank PLC or if that base rate ceases to be used or published a comparable commercial lending rate reasonably determined by the Borough Council and the County Council;                                                                                                                                                                                                     |
| <b>Development</b>                                  | means the development of the Site pursuant to the Planning Permission;                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Dwelling</b>                                     | means any dwelling (including house, flat or maisonette) together with associated garden, garage, driveway and/or parking spaces permitted to be constructed as part of the Development and <b>Dwellings</b> shall be construed accordingly;                                                                                                                                                                                                     |
| <b>Early Years Education Contribution</b>           | means the sum of one hundred and seventy-seven thousand eight hundred and sixty nine pounds and sixty four pence (£177,869.64) adjusted in accordance with the indexation provisions of Schedule 4 towards the provision of early years education at Barwell Infant School (or any successor provider of early years education on the same site) or any other provider of early years education serving this Development                         |

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| <b>Healthcare Facilities Contribution</b>                         | means the sum of fifty one thousand eight hundred and eighty four pound and eighty pence (£51,884.80) adjusted in accordance with the indexation provisions of Schedule 4 towards the provision of additional clinical accommodation at the Barwell Medical Centre arising from the Development;                                                         |
| <b>Library Contribution</b>                                       | means the sum of one thousand nine hundred and forty one pounds and sixty six pence (£1,941.66) adjusted in accordance with the indexation provisions of Schedule 4 towards the provision of materials and associated equipment and/or the improvement of facilities at Hinckley Library or any other library serving the residents of this Development; |
| <b>Neighbouring Development</b>                                   | means the development the subject of the Appeal Scheme C (West Field 13) and Appeal Scheme (West Field 44);                                                                                                                                                                                                                                              |
| <b>NPPF</b>                                                       | means the National Planning Policy Framework published by the Ministry of Housing Communities and Local Government in December 2024 (last updated February 2025) or any successor provision which may be introduced from time to time including for the avoidance of doubt changes in policy or legislative change;                                      |
| <b>Occupation</b>                                                 | means first occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out, decoration or occupation solely for marketing or display purposes or occupation in relation to security operations within the Site;                                                         |
| <b>Off-Site Casual/Informal Play Space Provision Contribution</b> | means the sum of one thousand eight hundred and ninety seven pounds and forty four pence (£1,897.44) adjusted in accordance with the indexation provisions set out in Schedule 4 to this Deed for the provision of casual/informal play space at Tweed River Park off Crabtree Road;                                                                     |

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| <b>Off-site Casual/Informal Play Space Maintenance Contribution</b> | means the sum of two thousand three hundred and six pounds and ninety five pence (£2,306.95) adjusted in accordance with the indexation provisions set out in Schedule 4 to this Deed for the maintenance of casual/informal play space at Tweed River Park off Crabtree Road;               |
| <b>Off-Site Natural Green Space Contribution</b>                    | means the sum of ten thousand nine hundred and sixty one pounds and twenty pence (£10,961.20) adjusted in accordance with the indexation provisions set out in Schedule 4 to this Deed for the provision of natural green space at Tweed River Park off Crabtree Road;                       |
| <b>Off-Site Natural Green Space Maintenance Contribution</b>        | means the sum of nineteen thousand and twenty eight pounds (£19,028) adjusted in accordance with the indexation provisions set out in Schedule 4 to this Deed for the maintenance of natural green space at Tweed River Park off Crabtree Road;                                              |
| <b>Off-Site Outdoor Sports Provision Contribution</b>               | means the sum of twenty three thousand two hundred and eighty three pounds and eighty four pence (£23,283.84) adjusted in accordance with the indexation provisions set out in Schedule 4 to this Deed for the provision of Dovecote Way Sports Pavilion in the vicinity of the Development; |
| <b>Off-Site Outdoor Sports Maintenance Contribution</b>             | means the eleven thousand sixty three pounds and four pence (£11,063.04) adjusted in accordance with the indexation provisions set out in Schedule 4 to this Deed for the maintenance of towards Dovecote Way Sports Pavilion in the vicinity of the Development;                            |
| <b>On-Site Casual/Informal Play Space Provision</b>                 | Means the casual informal play area around the equipped play area to be provided on the Site for the purpose of casual/informal play which should equate to 1,125 sqm                                                                                                                        |
| <b>On-Site Casual/Informal Play</b>                                 | means the sum of twelve thousand one hundred and fifty six pounds and forty eight pence (£12,156.48) adjusted in                                                                                                                                                                             |

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| <b>Space Maintenance Contribution</b>                       | accordance with the indexation provisions set out in Schedule 4 to this Deed e hereof in relation to the maintenance of the On-Site Casual/Informal Play Open Space Area provided on the Site where the On-Site Open Space Area is transferred to either the Borough Council or to the parish council for future management and maintenance;                                                                                                                                   |
| <b>On-Site Equipped Open Space</b>                          | means a locally equipped area of play to be provided on the Site that equates to 446sqm in size and a minimum value of £81,868.50 subject to the provisions of Schedule 2 and in accordance with Plan 2;                                                                                                                                                                                                                                                                       |
| <b>On-Site Equipped Open Space Maintenance Contribution</b> | means the sum of thirty nine thousand five hundred and ten pounds (£39,510) adjusted in accordance with the indexation provisions set out in Schedule 4 to this Deed for the maintenance of the On-Site Equipped Open Space hereof in relation to the maintenance of the On-Site equipped Open Space Area provided on the Site where the On-Site Open Space Area is transferred to either the Borough Council or to the parish council for future management and maintenance;; |
| <b>Open Market Dwellings</b>                                | means all those Dwellings which are not Affordable Housing Units;                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>On-Site Open Space Area</b>                              | means those parts of the Site indicatively shown on Plan 2 at Annex 1 on which such area is to be delivered comprising the On-Site Equipped Open Space the On-Site Natural Green Space and the On-Site Casual/Informal Play Space;                                                                                                                                                                                                                                             |
| <b>On-Site Natural Green Space</b>                          | means that part of the On-Site Open Space Area set aside as natural green space on the Site;                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>On-Site Natural Green Space Maintenance Contribution</b> | means the sum of forty one thousand one hundred pounds and forty eight pence (£41,100.48) for the maintenance of the On-Site Natural Green Space in accordance with the provisions of paragraph 1 of Schedule 2 such sums to be                                                                                                                                                                                                                                                |

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|                                                   | adjusted in accordance with the indexation provisions contained in Schedule 4 hereof in relation to the maintenance of the On-Site Open Space Area provided on the Site where the On-Site Open Space Area is transferred to either the Borough Council or to the parish council for future management and maintenance;                                  |
| <b>On-Site Open Space Area Maintenance Scheme</b> | means the scheme for the future maintenance and management of the On-Site Open Space Area to be submitted by the Owner to the Borough Council in accordance with the provisions of Paragraph 1 of Schedule 2;                                                                                                                                           |
| <b>On-Site Open Space Area Scheme</b>             | means the scheme for the provision and laying out of the On-Site Open Space Area to be submitted by the Owner to the Borough Council in accordance with the provisions of Paragraph 1 of Schedule 2;                                                                                                                                                    |
| <b>Plan 1</b>                                     | means the plan attached to this Deed at Annex 1 entitled <i>Plan 1 East Field Location Plan</i> ;                                                                                                                                                                                                                                                       |
| <b>Plan 2</b>                                     | means the plan attached to this Deed at Annex 1 entitled <i>Plan 2 East Field 67 Dwellings POS Plan</i> showing the On-Site Open Space Area;                                                                                                                                                                                                            |
| <b>Plan 3</b>                                     | means the plan attached to this Deed at Annex 1 entitled <i>Overall POS Plan</i> showing the On-Site Open Space Area for the Development and the Neighbouring Development;                                                                                                                                                                              |
| <b>Planning Permission</b>                        | means the full planning permission granted pursuant to the Appeal                                                                                                                                                                                                                                                                                       |
| <b>Primary SEND Education Contribution</b>        | means the sum of twenty seven thousand one hundred and seventy three pounds and eight pence (£27,173.08) adjusted in accordance with the indexation provisions of Schedule 4 towards the provision primary SEND education at the Dorothy Goodman School in Hinckley (or any successor provider of primary SEND education on the same site) or any other |

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|                                              | provider of primary SEND education serving this Development;                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>Registered Provider</b>                   | means a registered provider which is registered with the Regulator of Social Housing pursuant to Section 80 of the Housing & Regeneration Act 2008 (as amended) or any statutory modification thereto and has not been removed from the register;                                                                                                                                                                                                                                                      |
| <b>Regulator of Social Housing</b>           | means the body which regulates Registered Providers and shall include any replacement or successor organisation to the housing regulator which is appointed or designated to carry out its functions;                                                                                                                                                                                                                                                                                                  |
| <b>RP Mortgagee</b>                          | means 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 any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver; |
| <b>Secondary SEND Education Contribution</b> | means the sum of thirty seven thousand one hundred and seventy eight pounds and fourteen pence (£37,178.14) adjusted in accordance with the indexation provisions of Schedule 4 towards the provision secondary SEND education at the Dorothy Goodman School in Hinckley (or any successor provider of secondary SEND education on the same site) or any other provider of secondary SEND education serving this Development;                                                                          |

|                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
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| <b>Secretary of State</b>       | means the Secretary of State for Housing, Communities and Local Government (including any successor in function) or any inspector appointed by him to determine the Appeals;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
| <b>Shared Ownership Housing</b> | <p>means Affordable Housing provided by a Registered Provider and let on a shared equity basis pursuant to a Shared Ownership Lease where;</p> <ul style="list-style-type: none"> <li>a) the initial percentage of equity sold is between 10% and 75% which shall be calculated with the intention that Shared Ownership Housing units are affordable to those in housing need with regard to local incomes and local house prices; and</li> <li>b) rent on unsold equity is initially set at no more than 2.5%; and</li> </ul> <p>charges for services are levied in accordance with the good practice guidance issued by Homes England and <b>Shared Ownership Housing Unit</b> shall be construed accordingly;</p> |
| <b>Shared Ownership Lease</b>   | means a lease of at least 125 years length in the form or substantially in the form of the Homes England model form from time to time or in such other form as may be approved by the Borough Council;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| <b>Shared Ownership Lessee</b>  | means a lessee of a Shared Ownership Housing Unit;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Site</b>                     | means all that land shown for identification purposes only edged red and shaded purple on Plan 1;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Travel Pack</b>              | means a pack of information providing information on public transport and other means of sustainable travel to and from the Development other than the private car including an application form for 2 Bus Passes at a cost of £52.85 per pack and <b>Travel Packs</b> shall be construed accordingly;                                                                                                                                                                                                                                                                                                                                                                                                                |

|                                  |                                                                                                                                                                                                                                                    |
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| <b>Travel Packs Contribution</b> | means the sum of eight hundred and forty pounds (£840) adjusted in accordance with the indexation provisions of Schedule 4 towards the provision of Travel Packs for the residents of the Appeal Scheme A (East Field 16) part of the Development; |
| <b>Working Days</b>              | means any day of the week save for Saturday, Sunday and any day designated as a bank/public holiday in England.                                                                                                                                    |

## 2. CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph, Schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, Schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 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.
- 2.4 Words indicating an obligation on a party to this Deed to do any act include an obligation to procure that it be done and words indicating a restriction on a party to this Deed include an obligation not to cause permit or allow infringement of the restriction.
- 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 against each individually 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 in this Deed to the Owner shall include the successors in title to the Owner and to any person deriving title through or under the Owner and any references in this

Deed to the Borough Council and County Council shall include the successor(s) to the Borough Council and County Council's respective statutory functions.

### **3. LEGAL BASIS**

This Deed is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972 (as amended), section 1 of the Localism Act 2000 (as amended) and all other powers so enabling.

### **4. THE OWNER'S OBLIGATIONS**

4.1 The Owner covenants to the Borough Council to observe and perform the obligations and restrictions contained in Schedules 1 (Affordable Housing), 2 (Other Borough Council Covenants) and 5 (Transfer of On-Site Open Space Area).

4.2 The Owner covenants to the County Council to observe and perform the obligations and restrictions contained in Schedule 3 (County Council Contributions).

4.3 The Owner covenants to the Borough Council and County Council to notify them in writing no less than five (5) Working Days in advance of the following events:

4.3.1 the Commencement of Development; and

4.3.2 the Commencement of the Neighbouring Development; and

4.3.3 the Occupation of the 1<sup>st</sup> Dwelling; and

4.3.4 the Occupation of the 20<sup>th</sup> Dwelling; and

4.3.5 the Occupation of 50% of the Dwellings on the Development; and

4.3.6 the Occupation of the 40<sup>th</sup> Dwelling on the Development; and

4.3.7 the Occupation of 80% of the Dwellings on the Development

4.3.8 the Occupation of the 90% of the Dwellings on the Development; and

4.3.9 the first anniversary of the Occupation of the final Dwelling on the Development.

4.4 The Owner covenants to the Borough Council and County Council that should only one of Appeal Scheme A (East Field 16) or Appeal Scheme B (East Field 51) be granted planning

permission by the Planning Inspectorate then the Owner shall not Commence the Development of either Appeal Scheme A (East Field 16) or Appeal Scheme B (East Field 51).

**5. CONDITIONS OF THIS DEED**

5.1 Subject to clause 5.3 of this Deed, the obligations in this Deed are subject to and conditional upon:

5.1.1 the Appeals being allowed by the Secretary of State;

5.1.2 the grant of the Planning Permission; and

5.1.3 Commencement of the Development

SAVE FOR this clause 5 (Conditions of this Deed) and clause 13 (County Council Costs) which shall come into effect on the date hereof.

5.2 Subject to clause 5.3 of this Deed, those covenants given by the Owner in this Deed which constitute planning obligations for the purposes of Section 106 of the Act shall be enforceable by the Borough Council and County Council in accordance with the provisions of Section 106 of the Act against the Owner and any person deriving title from the Owner in respect of the land in title number LT524212.

5.3 If the Secretary of State, in his decision letter for the Appeals, in respect of the Applications concludes that any of the planning obligations secured by this Deed are incompatible with any one of the criterion for planning obligations set out at Regulation 122(2) of the CIL Regulations, and accordingly attaches no weight to the relevant obligation(s) for the purposes of his determination then the relevant obligation shall, from the date of the Secretary of State's decision letter, cease to have effect and the Owner shall be under no obligation to comply with them.

5.4 No person shall be liable for breach of any covenant or planning obligation created by this Deed where (i) such person does not own and has never held an interest in that part of the Site in which the breach arises or (ii) after that person has parted with all that person's interest in the Site or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant or planning obligation arising due to the act or omission of that person prior to that party parting with such interest.

- 5.5 No person shall be liable for breach of any planning obligation created by this Deed in so far as that person's interest in the Site is that of either (i) an individual owner/occupier of any Dwelling save in respect of the occupancy restrictions of the Affordable Housing Units as set out in Schedule 1 hereof or (ii) a statutory undertaker which has acquired part of the Site for the purposes of constructing or operating facilities which serve the Development.
- 5.6 A person who is not party to this Deed (third party) has or shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (as amended) to enforce any term under this Deed and no consent of any third party shall be required under that Act to any cancellation or variations of this Deed.
- 5.7 In the event that the Planning Permission expires or is revoked or modified without the Owner's consent or is quashed pursuant to a legal challenge prior to the Commencement of Development this Deed shall cease to have effect.
- 5.8 Save for Clause 10 nothing in this Deed shall be construed as a prohibition or limitation of 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.
- 5.9 This Deed is capable of and may be registered as a local land charge.
- 5.10 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Borough Council or the County Council in the exercise of its functions in any capacity.

## **6. VAT**

- 6.1 All consideration given in accordance with the terms of this Deed will be exclusive of any VAT properly payable thereof.
- 6.2 If at any time VAT is or becomes chargeable in respect of any supply made in accordance with the terms of this Deed to the extent that VAT had not previously been charged in respect of that supply, the person making the supply will have the right to issue a VAT invoice to the person to whom the supply was made and the VAT will be paid accordingly.

## **7. WAIVER AND SEVERABILITY**

- 7.1 No waiver (whether expressed or implied) by the Borough Council or County 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 Borough Council or County Council (as appropriate) from enforcing any or all of the relevant terms or conditions or from acting upon any of the relevant terms or conditions or from acting upon any subsequent breach or default.
- 7.2 Nothing (contained or implied) in this deed fetters or restricts the County Council's statutory rights, powers, discretions and responsibilities.
- 7.3 Insofar as any provisions in this Deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability will not affect the remaining provisions of this Deed which shall remain in effect.

## **8. JURISDICTION**

This Deed is governed by and interpreted in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

## **9. NOTICES**

- 9.1 Any notice or notification given under this Deed to the Borough Council shall be sent to the relevant departmental head at the address stated herein or to such other person/such other address as the Borough Council may at any time advise.
- 9.2 Any notice or notification to be given under this Deed to the County Council shall be sent to the Planning Obligations Team Manager, Planning and Historic and Natural Environment Department at the County Council at the address stated herein or to such other person/ such other address as the County Council may at any time advise.
- 9.3 Notices shall be sent by first class recorded post and will be deemed to have been received the next Working Day after the day that they were sent unless sent after 4pm, in which case they shall be deemed to have been received on the day being two (2) Working Days after the day that they were sent.

## **10. VARIATIONS**

If pursuant to an application under section 73 of the Act there is any variation or release of any condition contained in either of the Planning Permissions the covenants or provisions of this Deed shall be deemed to bind the varied permission and to apply in equal terms to the new planning permission save where the Borough Council in its determination of such an application for the new planning permission indicates that consequential amendments are required to this Deed to reflect the impact of the section 73 application and in such circumstances a separate deed pursuant to section 106 of the Act will be required to secure relevant planning obligations relating to the new planning permission.

## **11. INTEREST ON LATE PAYMENT**

If any sum or amount is not paid to the Borough Council or to the County Council by the date it is due the Owner shall pay to the Borough Council or to the County Council as applicable the interest on that amount at the Default Interest Rate (both before and after judgement). Such interest shall accrue on a daily basis for the period from but excluding the due date to and including the day of payment.

## **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 Until the covenants, restrictions and obligations in Schedule 3 have been complied with, the Owner will give to the County Council within 5 Working Days the following details of any conveyance, transfer, lease, assignment, mortgage or other disposition entered into in respect of all or any part of the Property:

12.2.1 the name and address of the person to whom the disposition was made; and

12.2.2 the nature and extent of the interest disposed of.

12.3 FOR THE AVOIDANCE OF DOUBT, clause 12.2 shall not apply in respect of any conveyance, transfer, lease, assignment, mortgage or other disposition of:

12.3.1 individual Dwellings (including of Affordable Housing Units to a Registered Provider);

- 12.3.2 any of the On-Site Open Space Area to the Borough Council or parish council or any management company.

**13. COUNTY COUNCIL'S COSTS**

- 13.1 The Owner shall pay to the County Council on the date of this Deed the sum of £2,100 for the County Council's reasonable and proper legal costs in connection with the negotiation of this Deed.

**14. BOROUGH COUNCIL'S COSTS**

- 14.1 The Owner shall pay to the Borough Council on the date of this Deed its reasonable and proper legal costs in connection with the negotiation of this Deed.

## **SCHEDULE 1**

### **AFFORDABLE HOUSING**

The Owner covenants to the Borough Council as follows:

#### **1. AFFORDABLE HOUSING SCHEME**

- 1.1 Prior to the Commencement of Development to submit to the Borough Council the Affordable Housing Scheme for approval.
- 1.2 Not to Commence Development until the Affordable Housing Scheme has been approved in writing.

#### **2. PROVISION OF AFFORDABLE HOUSING**

- 2.1 To construct a minimum of 20% of the total Dwellings as Affordable Housing Units on the Affordable Housing Land in accordance with the terms of this Deed and the approved Affordable Housing Scheme pursuant to paragraph 1 of this Schedule.
- 2.2 Unless otherwise agreed in writing by the Borough Council not to Occupy or allow the Occupation of more than 60% of the Open Market Dwellings unless and until all of the Affordable Housing Units have been completed and transferred (by way of a formal transfer of the freehold of the Affordable Housing Land) to a Registered Provider.
- 2.3 The Affordable Housing Units shall be owned and managed by a Registered Provider.
- 2.4 The Affordable Housing Units shall meet the space standards of the Nationally Described Space Standards.

#### **3. RESTRICTIONS ON USE**

- 3.1 Subject to the provisions of this Deed no Affordable Housing for Rent 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 Borough Council's Housing Allocations Policy ("HAP") in force from time to time to persons in need of Affordable Housing within the Borough and being such persons as shall be agreed between the Borough Council and the relevant Registered Provider who satisfy the Borough connection within the 'Local Connections' criteria as defined in the HAP

PROVIDED THAT if within twenty-eight (28) days of the Registered Provider notifying the Borough Council in writing of an Affordable Housing for Rent dwelling becoming vacant no such qualifying person/s can be found to occupy the Affordable Housing for Rent dwelling the Registered Provider may let the Affordable Housing for Rent dwelling to any person/s who satisfy their normal letting criteria.

3.2 To ensure that the Affordable Housing Units shall not be used other than for Affordable Housing provided that the restrictions in this Schedule shall not be binding on:

3.2.1 any tenant (including their mortgagees or successors in title or mortgagees of successors in title) who has exercised the right to buy or right to acquire pursuant to the Housing Act 1996 or any other statutory provision for the time being in place in respect of a particular Affordable Housing Unit;

3.2.2 any Shared Ownership Lessee (including their mortgagees or chargees or successors in title or mortgages of successors in title) who subsequently purchases all the remaining shares from the Registered Provider;

3.2.3 a RP Mortgagee provided that the RP Mortgagee has first complied with paragraph 4 of this Schedule.

#### **4. DISPOSALS BY RP MORTGAGEE**

4.1 The Affordable Housing provisions in Schedule 1 of this Deed shall not be binding on an RP Mortgagee PROVIDED THAT:

4.1.1 The RP Mortgagee shall first give written notice to the Council of its intention to dispose of the Affordable Housing Units 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 Housing Units to another Registered Provider or to the 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

4.1.2 if such disposal has not completed within the three month period, the RP Mortgagee shall be entitled to dispose of the Affordable Housing Units free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely.

## **SCHEDULE 2**

### **OTHER BOROUGH COUNCIL COVENANTS**

#### **1. ON-SITE OPEN SPACE AREA**

UNLESS the On-Site Equipped Open Space forming part of the On-Site Open Space Area has been built out delivered and is available for public use pursuant to the Neighbouring Development THEN the Owner covenants to the Borough Council in respect of the On-Site Equipped Open Space in accordance with paragraph 1.1 of this Schedule 2 BUT FOR THE AVOIDANCE OF DOUBT only one On-Site Equipped Open Space area shall be built out delivered and available for public use pursuant to the Neighbouring Development or the Planning Permission and in the event that the On-Site Equipped Open Space has been built out on the Neighbouring Development then paragraph 13 of this Schedule 2 shall no longer apply.

1.1 The Owner covenants to the Borough Council in respect of the On-Site Open Space Area as follows:

1.1.1 To submit the On-Site Open Space Area Scheme prior to Commencement of the Development to the Borough Council for written approval and not to Commence the Development until written approval is given and to serve written notice on the Borough Council confirming whether the Owner wishes to maintain the On-Site Open Space Area or whether the Owner intends to transfer the On-Site Open Space Area to a management company or alternatively to request that the Borough Council or the parish council maintains the On-Site Open Space Area.

1.1.2 Not more than 75% 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 by the residents of the Development in accordance with the approved On-Site Open Space Area Scheme.

1.1.3 To maintain the On-Site Open Space Area for a period of 12 months after notice of practical completion of the works for the On-Site Open Space Area in accordance with the provisions of the approved On-Site Open Space Scheme has been served on the Borough Council and if any tree or shrub or other planting seeding or turfing dies or becomes diseased or for any reason fails to become established during that period to reinstate or replace it as necessary and in the case of any tree shrub or any other planted material the

replacement should be the same size and species or such other size and species as may be further agreed.

1.1.4 In the event the Owner elects to maintain the On-Site Open Space Area or transfer the On-Site Open Space Area to a management company pursuant to paragraph 1.1.1 it shall within 56 days of the service of the notice pursuant to paragraph 1.1.1 hereof submit the On-Site Open Space Area Maintenance Scheme to the Borough Council for approval and shall maintain the On-Site Open Space Area in accordance with the On-Site Open Space Area Maintenance Scheme.

1.1.5 In the event that the Owner elects to transfer the On-Site Open Space Area to a management company the Owner shall within 56 days of the date of service of the notice pursuant to paragraph 1.1.1 hereof submit to the Borough Council for written approval proposals for the management company which is to take the transfer of the On-Site Open Space Area and shall continue to maintain the On- Site Open Space Area in accordance with the On-Site Open Space Area Maintenance Scheme until such time that:

1.1.5.1 the management company has been incorporated and is functioning and there is an obligation on the management company to maintain the On-Site Open Space Area in accordance with the maintenance provisions of the On-Site Open Space Area Maintenance Scheme, and

1.1.5.2 the On-Site Open Space Area has been transferred to the management company on the terms set out in the Schedule 5 hereto

AND FOR THE AVOIDANCE OF DOUBT if the Owner elects to maintain the On- Site Open Space Area or for a management company to maintain the On-Site Open Space Area the On-Site Open Space Maintenance Contribution shall not be payable

1.1.6 In the event the Owner requests the Borough Council or the parish council to maintain the On-Site Open Space Area and in the event that either the Borough Council or the parish council confirm in writing to the Owner that they are willing to maintain the On-Site Open Space Area the following provisions shall apply:

1.1.6.1 The Owner shall give the Borough Council or the parish council notice in writing that the 12-month period for maintenance in accordance with paragraph 1.1.3 hereof has expired and subject to the Borough Council or the parish council being reasonably satisfied on an

inspection that the On-Site Open Space Area has been maintained in accordance with the provisions of the On-Site Open Space Area Scheme; then

- 1.1.6.2 The Owner shall transfer to the Borough Council or the parish council (as the case may be) at its own expense (including the reasonable legal fees of the Borough Council or parish Council) the On-Site Open Space Area for the sum of £1.00 within six months of the communication of satisfaction pursuant to paragraph 1.1.6.1 such transfer to be in accordance with the relevant provisions of Schedule 5 hereof and for the avoidance of doubt the Owner shall maintain the On-Site Open Space Area in a clean and tidy condition until the transfer to the Borough Council or parish council has been completed; and
- 1.1.6.3 The Owner shall pay the On-Site Open Space Area Maintenance Contributions (being the On-Site Equipped Play Space Maintenance Contribution, the On-Site Casual/Informal Play Space Maintenance Contribution and the On-Site Natural Green Space Maintenance Contribution) to the Borough Council or the parish council upon the transfer of the On-Site Open Space Area pursuant to paragraph 1.1.6.2.

## **2. HEALTHCARE FACILITIES CONTRIBUTION**

- 2.1 To pay the Healthcare Facilities Contribution to the Borough Council prior to Occupation of 50% of the Dwellings and not to Occupy more than 50% of the Dwellings until the Healthcare Facilities Contribution has been paid to the Borough Council in full.

## **3. OFF-SITE CASUAL/INFORMAL PLAY SPACE CONTRIBUTION**

To pay the Off-Site Casual/Informal Play Space Provision Contribution to the Borough Council prior to the Occupation of the 20<sup>th</sup> Dwelling and not to Occupy the 20<sup>th</sup> Dwelling until the Owner has paid the Off-Site Casual/Informal Play Space Provision Contribution to the Borough Council.

## **4. OFF-SITE CASUAL/INFORMAL PLACE SPACE MAINTENANCE CONTRIBUTION**

To pay the Off-Site Casual/Informal Play Space Maintenance Contribution to the Borough Council prior to the Occupation of the 40<sup>th</sup> Dwelling and not to Occupy the 40<sup>th</sup> Dwelling until the Owner has paid the Off-Site Casual/Informal Play Space Contribution to the Borough Council.

**5. OFF-SITE NATURAL GREEN SPACE CONTRIBUTION**

If the Owner does not provide the On-Site Natural Green Space the payment of the y the Off-Site Natural Green Space Contribution to the Borough Council will be paid prior to the Occupation of the 20<sup>th</sup> Dwelling and not to Occupy the 20<sup>th</sup> Dwelling until the Owner has paid the Off-Site Natural Green Space Contribution to the Borough Council.

**6. OFF-SITE NATURAL GREEN SPACE MAINTENANCE CONTRIBUTION**

If the Owner does not provide the On-Site Natural Green Space the payment of the Off-Site Natural Green Space Maintenance Contribution will be paid to the Borough Council prior to the Occupation of the 40<sup>th</sup> Dwelling and not to Occupy the 40<sup>th</sup> Dwelling until the Owner has paid the Off-Site Natural Green Space Maintenance Contribution to the Borough Council.

**7. OFF-SITE OUTDOOR SPORTS CONTRIBUTION**

To pay the Off-Site Outdoor Sports Provision Contribution to the Borough Council prior to the Occupation of the 20<sup>th</sup> Dwelling and not to Occupy the 20<sup>th</sup> Dwelling until the Owner has paid the Off-Site Outdoor Sports Contribution to the Borough Council.

**8. OFF-SITE OUTDOOR SPORTS MAINTENANCE CONTRIBUTION**

To pay the Off-Site Outdoor Sports Maintenance Contribution to the Borough Council prior to the Occupation of the 40<sup>th</sup> Dwelling and not to Occupy the 40<sup>th</sup> Dwelling until the Owner has paid the Off-Site Outdoor Sports Maintenance Contribution to the Borough Council.

**9. ON-SITE NATURAL GREEN SPACE MAINTENANCE CONTRIBUTION**

In the event that the On-Site Natural Green Space is transferred to the Borough Council or parish council to pay the On-Site Natural Green Space Maintenance Contribution to the Borough Council on the first anniversary of the Occupation of the final Dwelling and not to allow said first anniversary to pass until the Owner has paid the On-Site Natural Green Space Contribution to the Borough Council.

**10. ON SITE CASUAL/INFORMAL PLAY SPACE PROVISION**

To provide the On Site Casual/Informal Play Space prior to occupation of the 40<sup>th</sup> Dwelling and not to allow or permit Occupation of the 40<sup>th</sup> Dwelling until the On-Site Casual/Informal Play Space has been provided.

**11. ON-SITE CASUAL/INFORMAL PLAY SPACE MAINTENANCE CONTRIBUTION**

In the event that the On-Site Casual/Informal Play Space is transferred to the Borough Council or parish council to pay the On-Site Casual/Informal Play Space Maintenance Contribution to the Borough Council upon the transfer of the On-Site Casual/Informal Play Space to the Borough Council or parish council.

**12. ON-SITE EQUIPPED OPEN SPACE MAINTENANCE CONTRIBUTION**

In the event that the On-Site Equipped Open Space is transferred to the Borough Council or parish council to pay the On-Site Equipped Open Space Maintenance Contribution to the Borough Council on the first anniversary of the Occupation of the final Dwelling and not to allow said first anniversary to pass until the Owner has paid the On-Site Equipped Open Space Maintenance Contribution to the Borough Council.

**13. BOROUGH COUNCIL MONITORING CONTRIBUTION**

13.1 To pay the Borough Council Monitoring Contribution to the Borough Council prior to Commencement of the Development and not to permit or allow Development to Commence until the Borough Council Monitoring Contribution has been paid to the Borough Council in full.

13.2 Prior to any site visit required by the Borough Council on the Site (a maximum of which 2 will be required) to pay the Council the sum of £219 per visit as a contribution towards inspection fees.

13.3 Upon submission of any document to be submitted to the Borough Council pursuant to this Deed to pay the sum of £327 per Borough Council document required for approval as a contribution towards the costs of the Borough Council in approving any documents.

13.4 Upon request of any Deed of Variation required pursuant to this Deed to pay to the Borough Council the sum of £649 per topic to be varied to the Borough Council upon such request.

## **SCHEDULE 3**

### **COUNTY CONTRIBUTIONS**

The Owner covenants to the County Council as follows:

#### **1. CONTRIBUTIONS**

1.1 Prior to Occupation of any Dwelling and not to Occupy any Dwelling until the following has been paid to the County Council the:

1.1.1 County Council Monitoring Contribution in respect of the County Council Waste Management Contribution, Library Contribution, Travel Pack Contribution and Bus Pass Contribution only;

1.1.2 County Council Waste Management Contribution;

1.1.3 Library Contribution; and,

1.1.4 Travel Pack Contribution.

#### **2. BUS PASSES CONTRIBUTION**

2.1 Prior to Occupation of any Dwelling and not to Occupy any Dwelling of the Appeal Scheme A (East Field 16) until the Bus Pass Contribution has been paid to the County Council.

#### **3. EARLY YEARS EDUCATION, PRIMARY SEND EDUCATION and SECONDARY SEND EDUCATION**

3.1 Prior to Occupation of 100 Dwellings on any combination of the Development and the Neighbouring Development and not to Occupy 100 Dwellings on any combination of the Development and the Neighbouring Development until the following has been paid to the County Council the:

3.1.1 County Council Monitoring Contribution in respect of the Early Years Education Contribution, Primary SEND Education Contribution and Secondary SEND Education Contribution;

3.1.2 Early Years Education Contribution;

3.1.3 Primary SEND Education Contribution; and,

#### 3.1.4 Secondary SEND Education Contribution.

## SCHEDULE 4

### INDEXTATION PROVISIONS

1.1 In this Schedule:

|                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|-----------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>"Base Index Date"</b>    | the date of this Deed; save for the Early Years Contribution which is 1 June 2023 and the Primary SEND Contribution and Secondary SEND Education Contribution which is 1 July 2021;                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>"Base Index Figure"</b>  | means the figure published in respect of the Index immediately prior to the Base Index Date;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>"Final Index Figure"</b> | means the figure published or otherwise agreed or determined in respect of the Index immediately prior to the date upon which the relevant contribution is due; and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
| <b>"Index"</b>              | means the All in Tender Price Index of Buildings Cost Information Services ("BCIS") as published by the Royal Institute of Chartered Surveyors (" <b>RICS</b> ") 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. |

1.2 The relevant contribution shall be increased by such sum, if any, in pounds sterling as shall be equal to the sum calculated according to the following formula:

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

Where: "A" equals the relevant contribution

"B" equals the Base Index Figure

"C" equals the Final Index Figure

- 1.3 If after the Base Index Date there should be any increase 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.

## **SCHEDULE 5**

### **TRANSFER OF THE ON-SITE OPEN SPACE AREA**

- 1.4 The following provisions shall apply to all transfers of the On-Site Open Space Area pursuant to this Deed.
- 1.5 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 Deed.
- 1.6 Standard Conditions 2.1, 2.2, 2.3, 4.3, 5.2 and 6.1 shall not apply to the transfer.
- 1.7 The transferor granting all reasonable easements and rights to allow the development and use of the land for the purposes specified in this Deed.
- 1.8 The transferor making such reservations of rights as are reasonable in favour of the remainder of the development including but not limited to the right to lay new services and build even if the passage of light and air to the land transferred is affected.
- 1.9 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.
- 1.10 No unduly restrictive or burdensome covenant or clause being imposed upon the transferee in addition to the provisions contained in this Schedule.
- 1.11 The land will be transferred subject to:
- 1.11.1 all local land charges, whether or not registered before the date of this Deed, and all matters capable of registration as local land charges whether or not actually registered;
  - 1.11.2 all notices served and orders, demands, proposals or requirements made by any local or any public authority after the date of this Deed;
  - 1.11.3 all actual or proposed orders, directions, notices, charges, restrictions, conditions, agreements and other matters arising under any statute affecting the On-Site Open Space Area;

- 1.11.4 all rights of way, drainage, watercourses, light or other easements, or quasi or reputed easements, and rights of adjoining Owner affecting the On-Site Open Space Area, and all liability to repair or covenants to repair paths, ways, passages, fences, and other like matters; and
- 1.11.5 any interests overriding the title to the land.
- 1.12 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.
- 1.13 The following restrictive covenants will be included in the transfer for the benefit of the Owner's retained land:
  - 1.13.1 restriction preventing use for any purpose other than public open space;
  - 1.13.2 not to be used for a trade or business;
  - 1.13.3 not to be used for residential purposes;
  - 1.13.4 to keep land in good repair and condition;
  - 1.13.5 not to obstruct public highway;
  - 1.13.6 to keep and properly maintain the boundaries in good repair and condition;
  - 1.13.7 to properly keep and maintain any landscaping;
  - 1.13.8 to keep and maintain the land in a clean and tidy condition;
  - 1.13.9 not to cause or knowingly permit any nuisance on the land;
  - 1.13.10 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; and
  - 1.13.11 not to erect any buildings or other erections except equipment ancillary to the purpose for which the land is transferred.

IN WITNESS whereof the parties have executed and delivered this unilateral undertaking as a deed on the day and year first before written

**EXECUTED** as a **DEED** by affixing the seal of

**HINCKLEY AND BOSWORTH**

**BOROUGH COUNCIL**

in the presence of:

Authorised Signatory

**EXECUTED** as a **DEED** by affixing the seal of

**LEICESTERSHIRE COUNTY COUNCIL**

in the presence of:

Authorised Signatory

**EXECUTED** as a **DEED** by )

**BARWELL CAPITOL LIMITED** ) .....

acting by a director )

in the presence of )

Witness signature: .....

Witness full name: .....

(BLOCK CAPITALS)

Witness address: .....

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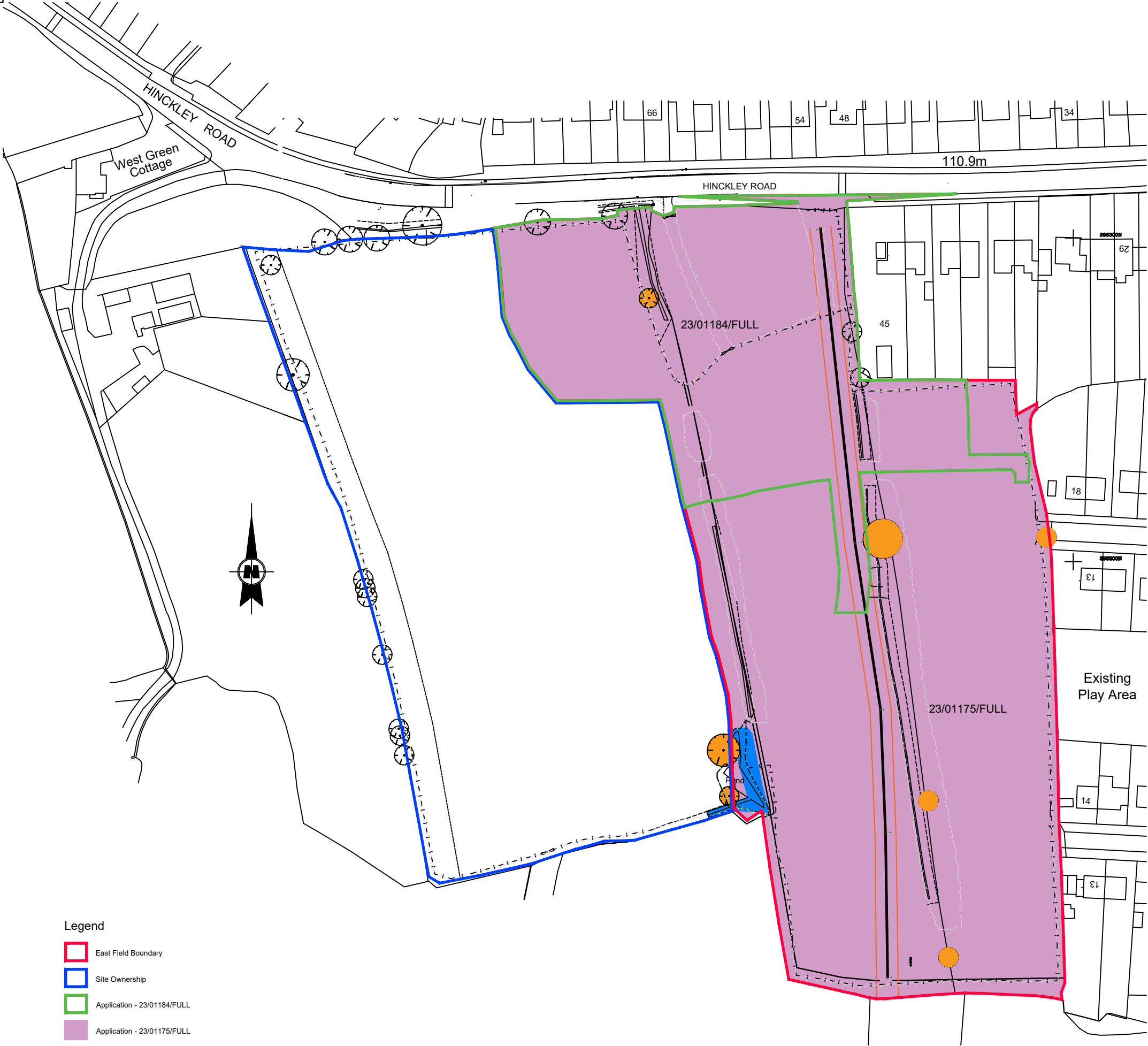
Occupation: .....

## **ANNEX 1 – PLANS**

**PLAN 1 – EAST FIELD LOCATION PLAN**

**PLAN 2 – ON-SITE OPEN SPACE AREA PLAN**

**PLAN 3 – ON-SITE OPEN SPACE AREA PLAN FOR THE DEVELOPMENT AND THE NEIGHBOURING DEVELOPMENT**



The Contractor is to check and verify all building and site dimensions, levels and sewer invert levels at connection points before work starts. The Contractor is to comply in all respects with current Building Legislation, British Standard Specifications, Building Regulations, Construction (Design & Management) Regulations, Party Wall Act, etc, whether or not specifically stated on this drawing. This drawing must be read with and checked against any structural, geotechnical or other specialist documentation provided. This drawing is not intended to show details of foundations, ground conditions or ground contaminants. Each area of ground relied upon to support any structure depicted (including drainage) must be investigated by the Contractor. A suitable method of foundation should be provided allowing for existing ground conditions. Any suspect or fluid ground, contaminates on or within the ground, should be further investigated by a suitable expert. Any earthwork constructions shown indicate typical slopes for guidance only & should be further investigated by a suitable expert. Where existing trees are to be retained they should be subject to a full Arboricultural inspection for safety. All trees are to be planted so as to ensure they are a minimum of 5 metres from buildings and 3 metres from drainage and services. A suitable method of foundation is to be provided to accommodate the proposed tree planting. Geoff Perry Associates Limited do not accept any responsibility for any losses (financial or otherwise) to any Client or third party arising out of the Clients (be it Developer or Contractor but not limited thereto) non-compliance with afore mentioned provisos. © This drawing is the property of Geoff Perry Associates Limited and may not be copied or used for any purpose other than that for which it is supplied without the express written authority of Geoff Perry Associates Limited.

| XXX  |              |           |       |
|------|--------------|-----------|-------|
| Rev: | Description: | Initials: | Date: |



**Geoff Perry Associates Limited**

The Shrubbery,  
28 Erdington Road,  
Aldridge,  
Walsall,  
WS9 8UH

t : 01922 744 900  
e : enquiries@geoffperryassoc.co.uk

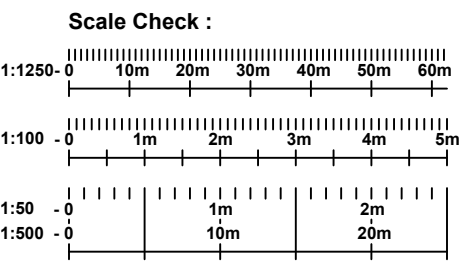
**Client:**  
Barwell Capitol

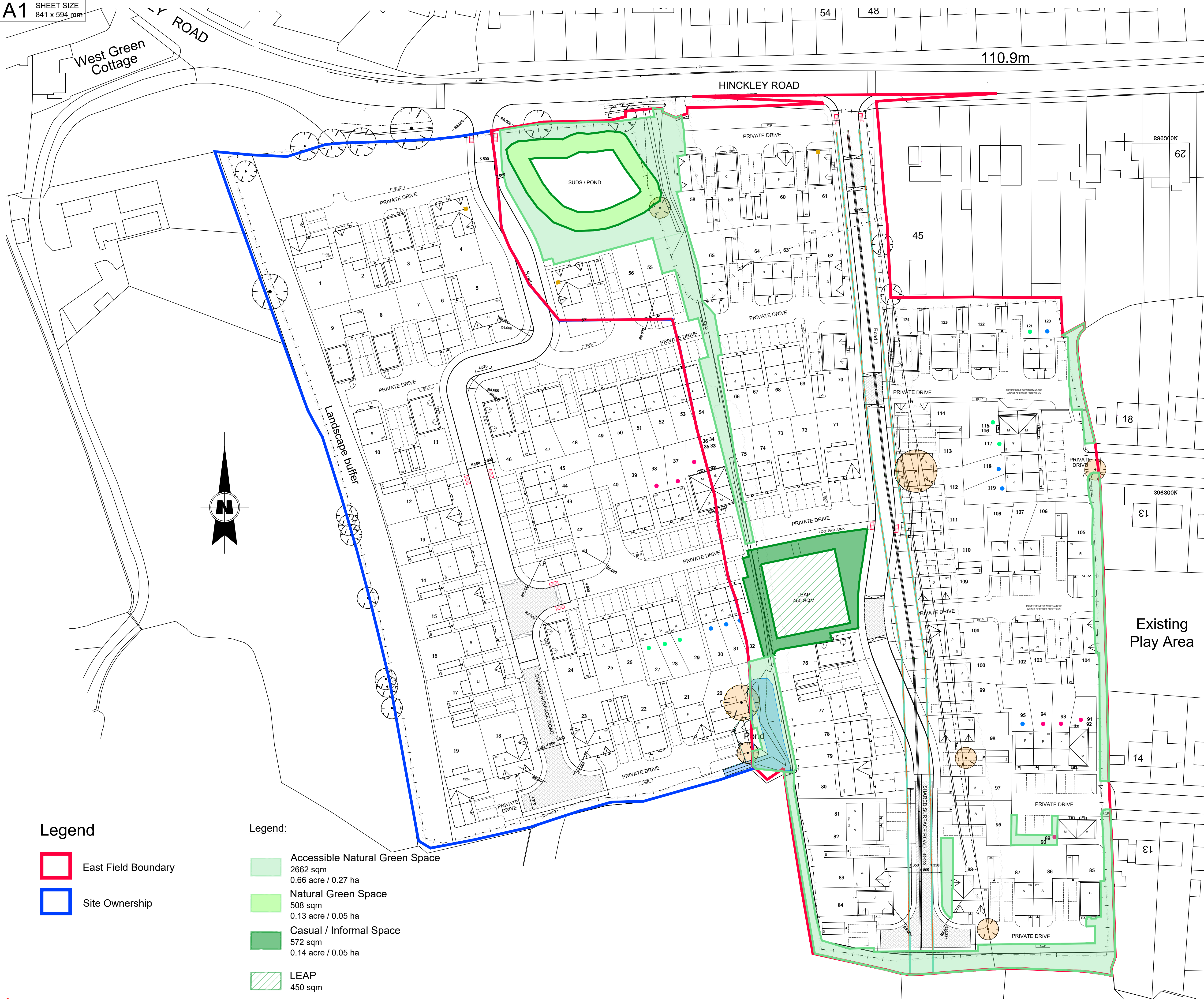
**Project:**  
Crabtree Farm Barwell

**Title:**  
Plan 1 East Field Location Plan

**Date:** FEB 2026      **Scale:** 1:1250 @ A3  
**Drawn by:** JB      **Checked by:** ~

| Job No. | Drg No. | Rev. |
|---------|---------|------|
| A 951   | 35      | ~    |





Legend

- East Field Boundary
- Site Ownership

Legend:

- Accessible Natural Green Space  
2662 sqm  
0.66 acre / 0.27 ha
- Natural Green Space  
508 sqm  
0.13 acre / 0.05 ha
- Casual / Informal Space  
572 sqm  
0.14 acre / 0.05 ha
- LEAP  
450 sqm

The Contractor is to check and verify all building and site dimensions, levels and sewer invert levels at connection points before work starts. The Contractor is to comply in all respects with current Building Legislation, British Standard Specifications, Building Regulations, Construction (Design & Management) Regulations, Party Wall Act, etc. whether or not specifically stated on this drawing. This drawing must be read with and checked against any structural, geotechnical or other specialist documentation provided. This drawing is not intended to show details of foundations, ground conditions or ground contaminants. Each area of ground relied upon to support any structure depicted (including drainage) must be investigated by the Contractor. A suitable method of foundation should be provided allowing for existing ground conditions. Any suspect or fluid ground, contaminants on or within the ground, should be further investigated by a suitable expert. Any earthwork constructions shown indicate typical slopes for guidance only & should be further investigated by a suitable expert. Where existing trees are to be retained they should be subject to a full Arboricultural Inspection for safety. All trees are to be planted so as to ensure they are a minimum of 5 metres from buildings and 3 metres from drainage and services. A suitable method of foundation is to be provided to accommodate the proposed tree planting. Geoff Perry Associates Limited do not accept any responsibility for any losses (financial or otherwise) to any Client or third party arising out of the Client's (be it Developer or Contractor but not limited thereto) non-compliance with above mentioned provisions. This drawing is the property of Geoff Perry Associates Limited and may not be copied or used for any purpose other than that for which it is supplied without the express written authority of Geoff Perry Associates Limited.

Rev: | Description: | Initials: | Date:

**Geoff Perry Associates Limited**

The Shrubbery,  
28 Erdington Road,  
Aldridge,  
Walsall,  
WS9 8JH

T: 01922 744 900  
E: enquiries@geoffperryassoc.co.uk

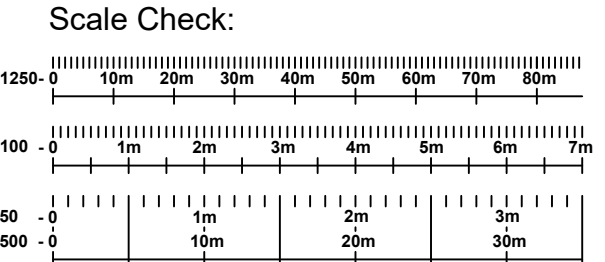
Client:  
Barwell Capital

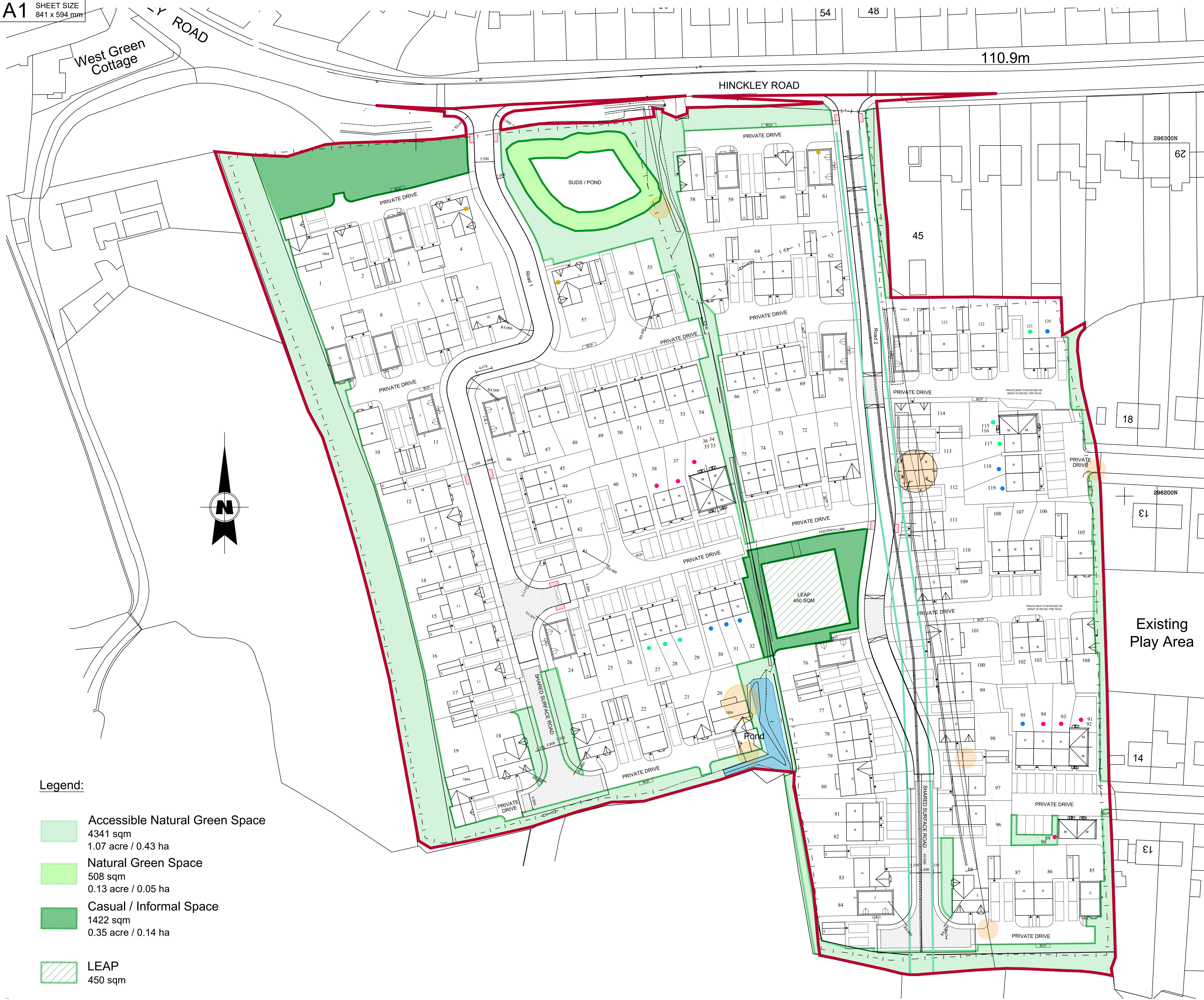
Project:  
Crabtree Farm Barwell

Title:  
Plan 2 East Field  
67 Dwellings POS Plan

Date: DEC 2025 Scale: 1:500 @ A1  
Drawn by: JB Checked by:

Job No. Drg No. Rev.  
A951 029 ~





The Contractor is to check and verify all building and site dimensions, levels and sewer invert levels at connection points before work starts. The Contractor is to comply in all respects with current Building Legislation, British Standard Specifications, Building Regulations, Construction (Design & Management) Regulations, Party Wall Act, etc. whether or not specifically stated on this drawing. This drawing must be read with and checked against any structural, geotechnical or other specialist documentation provided. This drawing is not intended to show details of foundations, ground conditions or ground contaminants. Each area of ground relied upon to support any structure depicted (including drainage) must be investigated by the Contractor. A suitable method of foundation should be provided allowing for existing ground conditions. Any suspect or fluid ground, contaminants on or within the ground, should be further investigated by a suitable expert. Any earthwork constructions shown indicate typical slopes for guidance only & should be further investigated by a suitable expert. Where existing trees are to be retained they should be subject to a full Arboricultural Inspection for safety. All trees are to be planted so as to ensure they are a minimum of 5 metres from buildings and 3 metres from drainage and services. A suitable method of foundation is to be provided to accommodate the proposed tree planting. Geoff Perry Associates Limited do not accept any responsibility for any losses (financial or otherwise) to any Client or third party arising out of the Client's (or its Developer or Contractor but not limited thereto) non-compliance with above mentioned provisions. © This drawing is the property of Geoff Perry Associates Limited and may not be copied or used for any purpose other than that for which it is supplied without the express written authority of Geoff Perry Associates Limited.

|   |                                                   |    |          |
|---|---------------------------------------------------|----|----------|
| E | Updated in accordance with planning layout Rev P. | JB | 16.12.25 |
| D | Updated in accordance with planning layout Rev H. | JB | 10.04.25 |
| C | Key updated & area added following L.A. comments. | JB | 28.11.24 |
| B | Updated in accordance with planning layout Rev F. | JB | 28.11.24 |
| A | Updated in accordance with planning layout Rev E. | JB | 22.11.24 |

| Rev. | Description: | Initials | Date: |
|------|--------------|----------|-------|
|------|--------------|----------|-------|

**Geoff Perry Associates Limited**

The Shrubbery,  
28 Erdington Road,  
Aldridge,  
Walsall,  
WS9 8JH

T: 01922 744 900  
E: enquiries@geoffperryassoc.co.uk

**Client:**  
Barwell Capital

**Project:**  
Crabtree Farm Barwell

**Title:**  
Plan 3 Overall POS Area Plan

**Date:** JAN 2024  
**Drawn by:** EW

**Scale:** 1:500 @ A1  
**Checked by:**

**Job No.** A951  
**Drg No.** 018  
**Rev.** E

