

Dated

28th August

2024

DHIR & DHIR HOLDINGS LIMITED

AND

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

DEED OF UNILATERAL UNDERTAKING

**Under section 106 of the Town and Country Planning
Act 1990**

**Halls Farm, Altar Stones Lane, Markfield LE67 9PX
23/01000/FUL**

THIS DEED is made the 28th day of August 2024

BY

- (1) **DHIR & DHIR HOLDINGS LIMITED** company registration number 14829686 and whose registered address is Halls Farm, Altar Stones Lane, Markfield LE67 9PX ("**the Owner**")

IN FAVOUR OF:

- (2) **HINCKLEY AND BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Rd, Hinckley, Leics LE10 0FR ("**the Council**")

BACKGROUND

- (A) This Deed is made under Section 106 of the Town and Country Planning Act 1990.
- (B) The Owner owns the freehold interest in the Land which is registered at HM Land Registry under title numbers LT536355 and has full capacity to enter into this Deed and to bind the Land in accordance with its terms
- (C) The Council is a local planning authority for the purposes of the Act for the area within which the Land is situated and is the authority entitled to enforce the obligations given in this Deed.
- (D) The Council has resolved to grant the Planning Permission subject to the prior completion of this Deed to provide the National Forest Contribution.
- (E) The Owner has entered into this Deed in order to secure the payment of the National Forest Contribution to the Council.

DEFINED TERMS

Act	Means the Town and Country Planning Act 1990 (as amended)
Application	Means the planning application submitted by the Owner to the Council and bearing reference number 23/01000/FUL
Commencement of Development	Means the date upon which the Development shall be implemented by the carrying out on the Land pursuant to the Planning Permission of a material operation specified in Section 56 of the Act PROVIDED THAT any works of or associated with remediation works, environmental or archaeological investigations, site and soil surveys, erection of contractors work compound, erection of site office, erection of fencing to site boundaries and laying out of access roads and services shall for the purposes of this Deed be deemed not to be material operations and "Commence the Development" shall be construed accordingly

Development	Means the demolition of existing buildings and erection of 2 no buildings and associated parking areas, landscaping, access, solar panels, EV charging stations and other works for the purposes of car sales
Index Linked	Means in respect of the National Forest Contribution adjusted in accordance with any variation in the BCIS All In Tender Price Index between the date of this Deed and the date of payment and in respect of the Monitoring Fee adjusted in accordance with any variation in the CPI Index between the date of this Deed and the date of payment
Interest	Means five percent (5%) per annum above the Bank of England Base Rate(s) in force for the time period referred to in clause 6
Land	Means the land shown with a red outline on the plan attached to this Deed in the Second Schedule as comprised in the Application and is the land bound by the terms of this Deed
Material Operation	Means a material operation as defined in Section 56(4)(a)-(e) of the Act carried out on the Land pursuant to the Planning Permission
Borough Council Monitoring Fee	means a contribution in the sum of £419 per contribution / obligation Index Linked towards the costs of monitoring the contributions and obligations as detailed within the legal agreement
National Forest Contribution	Means the sum of £9800 (Index Linked) payable to the Council by the owner towards offsite woodland planting and associated works in the vicinity of the development'
Planning Permission	Means the planning permission to be granted by the Council bearing reference number 23/01000/FUL

OPERATIVE PROVISIONS

1 CONSTRUCTION

- 1.1 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

- 1.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa
- 1.3 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 interchangeably in that manner
- 1.4 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.
- 1.5 Any covenant given by the Owner not to do something includes a covenant not to allow cause or permit such a thing to be done by another party
- 1.6 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
- 1.7 References to any party to this Deed shall include the successors in title 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
- 1.8 The headings are for reference only and shall not affect construction

2 LEGAL BASIS

This Deed is entered into and offered to the Council pursuant to Section 106 of the 1990 Act, Section 111 of the Local Government Act 1972A and Section 1 of the Localism Act 2011 and all other powers enabling the Council to enforce its provisions and shall be deemed to be a planning obligation for the purposes of section 106 of the 1990 Act

3 COMMENCEMENT

This Deed shall take effect upon completion and the National Forest Contribution shall be payable subject to the grant of Planning Permission on Commencement of Development. .

4 OWNER'S COVENANTS

The Owner covenants to the Council to comply with the obligations given in this Deed and its Schedule

5 NOTICES COUNCIL'S LEGAL COSTS AND MONITORING FEES

- 5.1 The Owner shall give the Council seven (7) days' written notice in advance of the Commencement of Development.
- 5.2 The Owner covenants to pay the Council's reasonable legal costs of £825 incurred in respect of this Deed.

- 5.3 The Owner covenants to pay the Monitoring Fee to the Council prior to the carrying out of a Material Operation and not to carry out a Material Operation until the Monitoring Fee has been paid to the Council in full.

6 INTEREST ON LATE PAYMENT

Without prejudice to any other right remedy or power available to the Council if payment of any sum referred to herein shall become due but remain unpaid for a period exceeding thirty (30) days the Owner shall pay to the Council Interest thereon accrued at a daily rate from the date such sum first became due until the date payment is made in full.

7 JURISDICTION

The parties to this Deed submit to the exclusive jurisdiction of the competent courts of England and this Deed shall be construed in accordance with the law of England

8 REGISTRATION OF THIS AGREEMENT

This Deed will be registered by the Council as a Local Land Charge in the Register of Local Land Charges.

THE FIRST SCHEDULE

The Owner covenants to pay the National Forest Contribution in full to the Council on Commencement of Development

THE SECOND SCHEDULE

THE PLAN

These are the notes referred to on the following official copy

The electronic official copy of the title plan follows this message.

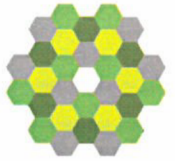
Please note that this is the only official copy we will issue. We will not issue a paper official copy.

This official copy was delivered electronically and when printed will not be to scale. You can obtain a paper official copy by ordering one from HM Land Registry.

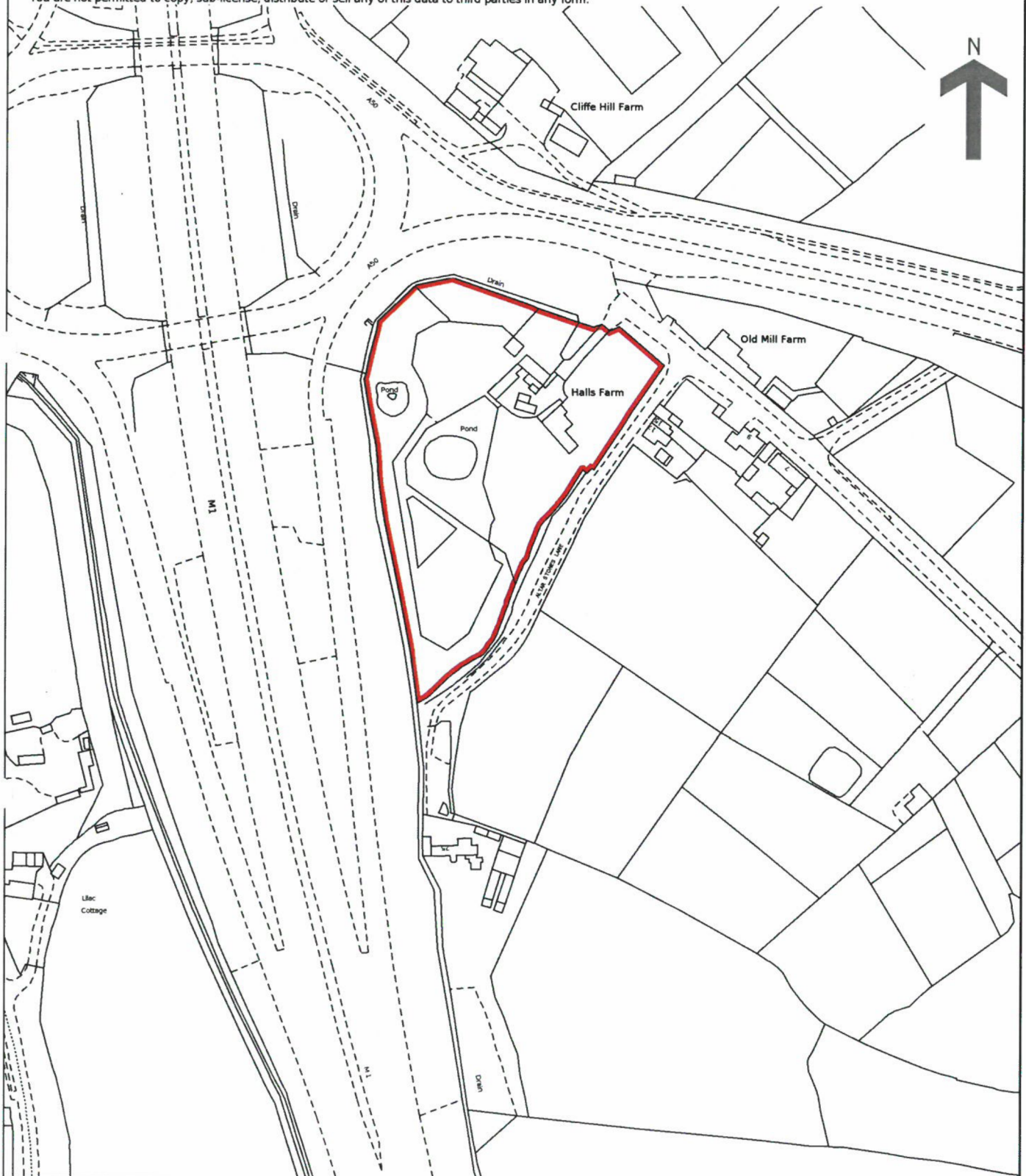
This official copy is issued on 25 July 2024 shows the state of this title plan on 25 July 2024 at 17:21:17. It is admissible in evidence to the same extent as the original (s.67 Land Registration Act 2002). This title plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. This title is dealt with by the HM Land Registry, Leicester Office .

HM Land Registry
Official copy of
title plan

Title number **LT536355**
Ordnance Survey map reference **SK4811SW**
Scale **1:2500**
Administrative area **Leicestershire :**
Hinckley and Bosworth



© Crown copyright and database rights 2022 Ordnance Survey AC0000851063.
You are not permitted to copy, sub-license, distribute or sell any of this data to third parties in any form.



Initial x R.D.

x

EXECUTED and **DELIVERED** as a **DEED** by the parties hereto the day and year first before written.

EXECUTED as a Deed by)

DHIR & DHIR HOLDINGS LIMITED)

acting by a Director and)

Secretary or by two Directors)

Director

Print Name

x Ravi Dhir

Director/Secretary

Print Name

x Rishi Dhir

