

DATED

2025

PERSIMMON HOMES LIMITED (1)

and

HINCKLEY AND BOSWORTH BOROUGH COUNCIL (2)

DEED OF AGREEMENT

Section 106 and Section 106A of the Town and Country Planning Act 1990 (as amended) in respect of the proposed residential development of land off Brascote Lane, Newbold Verdon, Leicestershire.



CAMBRIDGE • LEICESTER • MANCHESTER
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PH/226202.0114

THIS DEED of AGREEMENT is made

day of

2025

BETWEEN

- (1) **PERSIMMON HOMES LIMITED** (Company registration number 04108747) of Persimmon House, Fulford, York YO19 4FE ("**the Owner**")

And

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

together known as the "Parties" and "Party" shall be construed accordingly

WHEREAS:

- A. The Borough Council is the local planning authority for the area in which the Application Land is situated and the enforcing authority for the purpose of the provisions of this Deed.
- B. On 17th May 2024 outline planning permission was granted pursuant to planning application number 22/00277/OUT and a subsequent appeal reference number APP/K2420/W/23/3331081 for the erection of up to 239 dwellings with associated landscaping, open space, drainage infrastructure and associated works ("**the Planning Permission**"). The Planning Permission was granted subject to a legal agreement which was made under section 106 of the Act and completed on 2nd May 2024 to which the Borough Council (1) James Alexander Longwill and Mark Harvey Johnson (the former owners) (2) The Richborough Estates Partnership Limited (3) the Owner (4) and Leicestershire County Council (5) were parties ("**the Principal Agreement**").
- C. The Owner has acquired the Application Land from the former owners pursuant to a deed of transfer dated 14th August 2024 (which transfer is pending registration at the Land Registry) and is now the freehold owner of the same.
- G. The Owner and the Borough Council have agreed that in the absence of any interest from an Affordable Housing Provider to acquire those Affordable Dwellings identified within the Affordable Housing Scheme approved pursuant to the Principal Agreement as being Shared Ownership Dwellings the units so approved (and which are shown on the Plan appended hereto) shall notwithstanding the terms of the Principal Agreement be delivered as Discounted Market Sale Dwellings in accordance with this Deed and the approved Affordable Housing

Scheme shall be treated as varied with the agreement of the Borough Council in accordance herewith.

OPERATIVE PROVISIONS:

INTERPRETATION

1. Unless otherwise stated defined terms used in this Deed shall have the meanings given to them in the Principal Agreement.

CONTINUING OBLIGATIONS

2. This Deed is supplemental to the Principal Agreement and is made under the provisions of Section 106 of the Act and (as necessary) Section 106A of the Act and shall be deemed to be a planning obligation for the purposes of the said Section 106 106A and Section 111 of the Local Government Act 1972 (as amended) and all other enabling powers and the obligations herein shall be enforceable by the Borough Council pursuant to the Principal Agreement.
3. The Owner covenants with effect from the date hereof that the obligations and covenants in the Principal Agreement continue to bind the Application Land in respect of any Development of the Application Land carried out pursuant to the Planning Permission save only to the extent that any of the obligations in the Principal Agreement have already been performed or satisfied.
4. The covenants and obligations given by the Owner as specified in the Schedule to this Deed herein shall bind the Owner's interest in the Application Land and any successor in title thereto save that the Owner shall not be liable for the breach of any such covenant or obligation after they have parted with its interest in the Application Land or the relevant part thereof unless such breach occurred prior to the disposal of such interest.
5. Insofar as any clause or clauses or paragraphs in a Schedule of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed or the provisions of the Principal Agreement.

LOCAL LAND CHARGES

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

THIRD PARTY RIGHTS

7. A person who is not a party to the Principal Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 (as amended) to enforce any term of the Principal Agreement as supplemented by this Deed.

JURISDICTION

8. This Deed and any dispute or claim arising out of it or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England.

SCHEDULE

1. DEFINITIONS:

“Discounted Dwelling(s)”	Market Sale	means a dwelling that is sold at a discount of 20% below Market Value by the Owner to persons that satisfy the Eligibility Criteria and which are shown on the Plan appended hereto.
“Eligibility Criteria”		means a person or persons with a total household income not exceeding £80,000 per annum or such revised figure as maybe published from time to time or as otherwise maybe set by HM Government from time to time and who has a Local Connection.
“Local Connection”		means a local connection to the borough of Hinckley and Bosworth due to their having been resident in the borough for at least 2 years or for a period of at least 3 out of the last 5 years or is permanently employed in the borough or at least one purchaser has a parent or child permanently resident in the borough.
“Plan”		Means the plan appended to this Deed (drawing reference TGDP/BLNV/PL-1 which shows the location of the Discounted Market Sale Dwellings.

2. NOW THE PARTIES COVENANT AS FOLLOWS:

1. The parties hereby agree that from the date of this Deed the references in the Principal Agreement to Shared Ownership Dwellings shall cease to be enforceable and not be of any effect in respect of any development carried out on the Application Land and that the following provisions of this Deed shall instead apply to the delivery

of those Affordable Dwellings which were intended to be provided as Shared Ownership Dwellings.

2. The Owner shall construct and complete and make available for sale the Discounted Market Sale Dwellings prior to the Occupation of 60% of the Market Dwellings on the Application Land.
3. A Discounted Market Sale Dwelling may only be transferred on first and subsequent disposals to a person who satisfies the Eligibility Criteria save unless where it can be demonstrated that the Owner cannot after using reasonable marketing efforts for a period of three (3) months (details of which have been submitted to and agreed in writing by the Borough Council) to secure a transfer to a person having a Local Connection a transfer can take place to any person who satisfies the remainder of the Eligibility Criteria.
4. All transfers or dispositions of Discounted Market Sale Dwellings will be on the following basis and for the avoidance of doubt the provisions of this paragraph 4 shall apply mutatis mutandis to any proposed disposition and reference to "transfer" shall be deemed to include "lease", reference to "sale price" to include rent and Market Value shall be deemed to include both the Market Value but also market rent as so determined.
5. The sale price and total consideration required for the transfer of each Discounted Market Sale Dwelling shall be for no more than 80% of the Market Value of the said dwelling
6. Prior to marketing and prior to the first and subsequent transfers of each Discounted Market Sale Dwelling the owner of such Discounted Market Sale Dwelling shall notify the Borough Council of the proposed sale price and provide reasonable evidence demonstrating the level of discount from the Market Value such sale price to be approved by the Borough Council (acting reasonably). The Borough Council shall respond to such notification within 10 Working Days of receipt and should the Borough Council refuse to approve the proposed sale price they shall provide full reasons for doing so and will engage with the owner of the Discounted Market Sale Dwelling to resolve their differences on price as a priority. Where the Borough Council fail to respond within 10 Working Days to the notice the proposed price set out in the notice will be deemed to have been approved.
7. The first and subsequent transferees of a Discounted Market sale Dwelling must be a person satisfying the Eligibility Criteria (save unless paragraph 3 applies to any such transfer and the Local Connection requirement does not apply) and the Discounted Market Sale Dwelling must be their principal place of residence.
8. The transferee shall send to the Borough Council (marked for the attention of the Planning Department) within 14 (fourteen) days of completion of the transfer of each Discounted Market Sale Dwelling a notice stating the total consideration (including sale price) and providing a copy of the transfer to the Borough Council.
9. The Discounted Market Sale Dwelling restriction on price shall be entered on the register of title to the relevant Discounted Market Sale Dwelling and arrangements

are put in place to ensure that the Discounted Market Sale Dwelling price restriction shall be promptly registered and apply in relation to all subsequent dispositions.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS DEED THE DAY AND YEAR
FIRST ABOVE WRITTEN

EXECUTED AS A DEED by **PERSIMMON HOMES LIMITED**

By two directors acting as Attorneys

Director:

Director:

The COMMON SEAL of

HINCKLEY AND BOSWORTH BOROUGH COUNCIL

was hereto affixed in the presence of :

Authorised SignatoryDirector