

DATED

2025

GLADMAN DEVELOPMENTS LIMITED (1)

and

RONALD JAMES GOODWIN AND GRACE DOROTHY GOODWIN (2)

and

**RONALD JAMES GOODWIN AND GRACE DOROTHY GOODWIN AND MELANIE
VIOLET BENEKE-ORR AND KARENA JUNE TOONE (3)**

and

HINCKLEY AND BOSWORTH BOROUGH COUNCIL (4)

and

LEICESTERSHIRE COUNTY COUNCIL (5)

PLANNING AGREEMENT

Section 106 of the Town and Country Planning Act 1990

relating to Land North of Shenton Lane, Market Bosworth, Leicestershire

Planning Application Reference: 24/00831/OUT

THIS AGREEMENT is made the day of Two Thousand and
Twenty Five

BETWEEN:

1. **GLADMAN DEVELOPMENTS LIMITED** (Co. Regn. No. 03341567) whose registered office is situated at Gladman House, Alexandria Way, Congleton, CW12 1LB (“the **First Owner**”)
2. **RONALD JAMES GOODWIN** and **GRACE DOROTHY GOODWIN** of Holyoak Farm, Leicester Road, Sharnford, Hinckley, LE10 3PR (“the **Second Owner**”)
3. **RONALD JAMES GOODWIN** and **GRACE DOROTHY GOODWIN** and **MELANIE VIOLET BENEKE-ORR** and **KARENA JUNE TOONE** of Nursery Barn Farm, Priory Lane, Far Coton, Market Bosworth, Nuneaton, Warwickshire, CV13 0RJ (“the **Third Owner**”)
4. **HINCKLEY & BOSWORTH BOROUGH COUNCIL** of Hinckley Hub, Rugby Road, Hinckley LE10 0FR (“the **Borough Council**”)
5. **LEICESTERSHIRE COUNTY COUNCIL** of County Hall, Glenfield, Leicester, LE3 8RA (“the **County Council**”)

RECITALS:

- A. By means of the Application submitted by the First Owner planning permission was sought from the Borough Council to carry out the Development on the Application Land.
- B. The Borough Council is the Local Planning Authority for the purposes of the Act for the Borough of Hinckley and Bosworth within which the Application Land is situated.
- C. The Borough Council and the County Council are both Principal Councils within the meaning of the Local Government Act 1972 (as amended).
- D. The County Council is responsible for the provision of library, education and waste management facilities and is the Local Highway Authority for the area in which the Application Land is situated.
- E. The First Owner is the freehold owner of those parts of the Application Land registered at the Land Registry under title number LT83024.
- F. The Second Owner is the freehold owner of those parts of the Application Land registered at the Land Registry under title number LT474981.
- G. The Third Owner has an interest in those parts of the Application Land registered at the Land Registry under title number LT474981 pursuant to a transfer dated 5 January 2024 and made between the Second Owner and the Third Owner.

- H. The First Owner has an interest in those parts of the Application Land registered at the Land Registry under title number LT474981 pursuant to an option agreement dated 14 February 2023 and made between the First Owner and the Second Owner.
- I. The Borough Council refused the Application on 18 June 2025 and subsequently the First Owner has submitted the Appeal.
- J. The parties have agreed to enter into this Agreement in order to secure the said planning obligations and bind the Land in the event that Planning Permission is granted pursuant to the Appeal.
- K. Wherever there is a person or persons as a party to this Agreement and where they undertake to perform or observe an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.

OPERATIVE PROVISIONS:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement the following expressions shall have the following meanings:

“Accessible Natural Green Space”	means the area of open space to be provided as publicly accessible woodlands, urban forestry, scrub, grasslands and green corridors amongst others on the Land in accordance with the On Site Open Space Area Scheme and the Borough Council's current policy requirements and amounting to 4,000 square metres
“Act”	means the Town & Country Planning Act 1990 (as amended)
“Additional First Homes Contribution”	means in circumstances where a sale of a First Home other than as a First Home has taken place in accordance with paragraphs 6.8, 6.9, and 8 of the

	Third Schedule the lower of the following two amounts a) 30% of the proceeds of sale, and b) The proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Home Owner as a result of the disposal of the First Home other than as a First Home.
“Additional Open Space Maintenance Contribution”	means the additional costs of maintaining any additional On Site Open Space Area(s) provided in accordance with the approved On Site Open Space Area Scheme in excess of the minimum level of provisions required by this Agreement to be calculated in accordance with the table

	at paragraph 1.1 of the Second Schedule of this Agreement and which is to be payable by the Owner upon the transfer of such additional On Site Open Space Area(s) to the Borough Council or its Nominee or a Management Company in addition to the On Site Open Space Area Maintenance Contribution
“Affordable Dwelling(s)”	means 40% (subject to a maximum of 40 Dwellings) of the total number of Dwellings to be constructed on the Land which shall be constructed as Affordable Housing and provided in accordance with the provisions of clause 3 below of which 40% shall comprise 57% Affordable Housing for Rent 18% Shared Ownership Dwellings and 25% First Homes
“Affordable Housing”	has the meaning given to it in Annex 2 of the NPPF or any other forms of Affordable Housing as may be recognised by HM Government from time to time
“Affordable Housing Provider”	means either: i) a provider of Affordable Housing who is registered with Homes England under the Housing and Regeneration Act 2008 or such successor authority; or ii) any other housing provider approved in writing by the Borough Council (such

	approval not to be unreasonably withheld or delayed); or iii) any other company or body approved in writing by the Borough Council (such approval not to be unreasonably withheld or delayed)
“Affordable Housing for Rent”	has the same meaning as the definition set out in Annex 2 of the NPPF so far as it relates to affordable rent at a discount of at least 20% below local market rents (including service charges where applicable) and an Affordable Dwelling for Rent shall be construed accordingly
“Affordable Housing Scheme”	means the scheme(s) for the provision of the Affordable Dwellings within the Land in accordance with the provisions of clause 3 and shall contain details of the following: i) details of the Affordable Housing Provider if known; and ii) the location of the Affordable Dwellings; iii) the size and tenure of the Affordable Dwellings; iv) timing of the construction of the Affordable Dwellings
“AHP Affordable Dwelling/s	means those Affordable Dwellings which are to be transferred to an Affordable Housing Provider being the

	Affordable Housing for Rent and the Shared Ownership Dwellings
“Appeal”	means the appeal submitted against the Borough Council's refusal to approve the Application and which has been allocated reference APP/K2420/W/25/3369401
“Application”	means the application made to the Borough Council for outline planning permission for the residential development of the Application Land for the erection of up to 100 dwellings (including 40% affordable housing) with public open space, landscaping, sustainable drainage system (SuDS), a vehicular access point and the demolition of one residential dwelling, with all matters reserved except for means of access and allocated planning reference: 24/00831/OUT
“Application Land”	means the land shown edged red on Plan 1 attached hereto
“Armed Services Member”	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or in part by their service

“Borough Council Monitoring Costs Contribution”	means £419 per obligation contained in this Agreement payable to the Borough Council prior to Commencement of Development in accordance with clause 6.2 of this Agreement and the following contributions payable to the Borough Council at the time specified in clause 6.2 a £219 site inspection fee (“Site Inspection Fee”) per visit a £327 approval fee for each document or details that is/are required to be approved pursuant to this Agreement (“Approval of Document Fee”) and £649 per obligation contained in this Agreement that subsequently requires a Deed of Variation (“Deed of Variation Fee”)
“Borough Council’s Housing Register”	means a waiting list of housing applicants which the Borough Council maintains in order to deliver their statutory allocation functions
“Bus Pass(es)”	means up to two (2) adult bus passes per Dwelling entitling the holder of each Bus Pass to travel free of charge on local bus services for a period of six (6) months from the date of issue as required by clause 12.2 below to encourage new residents to use local bus services as an alternative to the private car to establish changes in travel behaviour and for the avoidance of doubt a Bus Pass will only be provided to the first Occupiers of any

	Dwelling and does not relate to subsequent Occupiers
“Bus Pass Contribution”	means the sum of SIX HUNDRED AND FIVE POUNDS (£605.00) per Bus Pass (equating to a maximum of ONE THOUSAND TWO HUNDRED AND TEN POUNDS (£1,210.00) per Dwelling) (adjusted in accordance with the indexation provisions of the First Schedule hereto) to enable the County Council to issue the Bus Pass(es) subject to a maximum sum of ONE HUNDRED AND TWENTY ONE THOUSAND POUNDS (£121,000) prior to indexation
“Commencement of Development”	means the earliest date on which any of the material operations (as defined by Section 56(4) of the Act) pursuant to the implementation of the Development is begun on the Application Land save that irrespective of the provisions of Section 56 (4) of the Act none of the following operations shall constitute a material operation for the purposes of constituting Commencement of Development i. trial holes or other operations to establish the ground conditions of the Application Land, site survey work, or works of remediation ii. archaeological investigations on the Application Land

	iii. any works of demolition or site clearance iv. any structural planting or landscaping works v. ecological or nature conservation works and surveys associated with the Development vi. construction of boundary fencing or hoardings or any temporary means of enclosure site compounds or cabins including a sales cabin vii. temporary display of site notices or advertisements viii. diversion and laying of services ix. any other preparatory works agreed in writing with the Borough Council and "Commence" and Commenced" shall be construed accordingly
"Compliance Certificate"	means a certificate issued by the Borough Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the Eligibility Criteria (National)
"Contributions"	means the collective reference to the contributions payable to the Borough Council and the County Council referred to in this Agreement which contributions shall be adjusted in accordance with the indexation

	provisions of the First Schedule hereto (with the exception of the County Council Monitoring Costs Contribution)
“County Council Monitoring Costs Contribution”	means the sum of THREE HUNDRED POUNDS (£300.00) or 0.5% (whichever is greater) per financial obligation in favour of the County Council payable by the Owner to the County Council pursuant to clause 15 towards the County Council’s costs of monitoring compliance with the Waste Management Contribution, the Early Years Education Contribution, the Secondary Education Contribution, the SEND Education Contribution (Primary), the SEND Education Contribution (Secondary), the Library Contribution, the Traffic Regulation Order Contribution, the Travel Pack Contribution and the Bus Pass Contribution
“Default Interest Rate”	means a rate of 4% above the Bank of England base rate
“Development”	means the development described in the Application and to be carried out pursuant to the Planning Permission
“Discount Market Price”	means a sum which is the Market Value discounted by at least 30%
“Disposal”	means the transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than

	a) a letting or sub-letting in accordance with paragraph 7 of The Third Schedule b) a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner c) an Exempt Disposal and “Disposed” and “Disposing” shall be construed accordingly
“Dwelling/s”	means any dwelling built pursuant to the Planning Permission and whether an Affordable Dwelling or otherwise and whether a house bungalow or apartment
“Early Years Education Contribution”	means the sum calculated in accordance with the following formula: $(A \times 0.085) \times £18,356.00 = B$ Where: A = total no of Dwellings which comprise two or more bedrooms B = total contribution payable adjusted in accordance with the indexation provisions of the First Schedule hereto such sum not to exceed ONE HUNDRED AND FIFTY SIX THOUSAND POUNDS AND TWENTY SIX PENCE (£156,026) prior to indexation payable by the Owner to the

	County Council (towards the improvement, remodelling or enhancement of existing facilities at the St Peters Church of England Primary Academy or other successor educational facility or any other early years education facility which will accommodate pupils from the Development (including the construction of a new school)
“Eligibility Criteria (Local)”	means criteria (if any) published by the Borough Council at the date of the relevant disposal of a First Home which are met in respect of a disposal of a First Home if: (a) the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (Local) (if any); and (b) any or all of criteria (i) (ii) and (ii) below are met: (i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker

“Eligibility Criteria (National)”	means criteria which are met in respect of a First Home if: (a) the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer), and (b) the purchaser`s annual gross income (or in the case of a joint purchaser the joint purchasers` joint annual gross income) does not exceed the Income Cap (National)
“Equipped Children’s Play Space”	means the area of open space to be provided with children’s play equipment with a minimum value of £65,494.90 (SIXTY FIVE THOUSAND FOUR HUNDRED AND NINETY FOUR POUNDS AND NINETY PENCE) prior to indexation (adjusted in accordance with the indexation provisions of the First Schedule hereto) on the Land in accordance with the On Site Open Space Area Scheme and to accord with the Borough Council’s current policy requirements amounting to at least 3.6 square metres per Dwelling
“Exempt Disposal”	means the Disposal of a First Home in one of the following circumstances: (a) a Disposal to a spouse or civil partner upon the death of the First Homes Owner (b) a Disposal to a named beneficiary under the terms of a

	will or under the rules of intestacy following the death of the First Homes Owner (c) Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt the Third Schedule paragraph 8 Mortgagee Exclusion shall apply to such sale) Provided that in each case other than (d) the person to whom the Disposal is made complies with the terms of the Third Schedule paragraph 7 – Use
“Final Certificate”	means a certificate issued by the Borough Council confirming that the On Site Open Space Area has been satisfactorily maintained since the issue of the Provisional Certificate
“First Home(s)”	means a Dwelling which may be disposed of as a freehold or (in the case of flats only) as a leasehold property to a First Time Buyer at a

	Discount Market Price and which on its first Disposal does not exceed the Price Cap
“First Homes Owner”	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: (A) the Owner (B) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home (C) a tenant or sub-tenant of a permitted letting under paragraph 7 of the Third Schedule
“First Time Buyer”	means a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003
“Health Care Body”	means The Leicester, Leicestershire and Rutland Integrated Care Board or any successor body
“Healthcare Contribution”	means the sum calculated using the following formula ; $A \times B \times C = D$ A = Proposed population (number of Dwellings on the Land x 2.42)

	B = Standard area m2/person (0.08) C = Cost of extension including fees £/m2 (£4,000.00) D = Total cost adjusted in accordance with the indexation provisions of the First Schedule hereto to be paid by the Owner to the Borough Council towards increasing capacity at health centres and surgeries that will serve residents of the Development (being the branch surgery at Market Bosworth and/or the main surgery at Newbold Verdon) such sum not to exceed SEVENTY SEVEN THOUSAND FOUR HUNDRED AND FORTY POUNDS (£77,440) prior to indexation
“Hinckley and Bosworth Borough Council Choice Based Lettings Scheme”	means a housing scheme utilised by the Borough Council to advertise vacancies in order to assist persons on the Borough Council’s Housing Register to search for suitable Affordable Housing for rent
“Homes England”	means the statutory successor to the Homes and Communities Agency whose statutory objects are set out in the Housing and Regeneration Act 2008 (and any successor to its functions)
“Housing Allocations Policy (“HAP”)	means the mechanism by which the Borough Council determines priorities and defines the procedures to be

	followed in allocating housing accommodation for rent
“Income Cap (Local)”	means the Income Cap (National) or such other local income cap as may be published from time to time by the Borough Council and is in force at the time of the relevant disposal of the First Home it being acknowledged that at the date of this Deed the Borough Council has not set an Income Cap (Local)
“Income Cap (National)”	means in the case of a First Home located within the administrative area of Hinckley and Bosworth Borough Council the sum of Eighty Thousand Pounds (£80,000.00) or such other sum as may be published for this purpose from time to time by the Secretary of State and is in force at the time of the relevant disposal of the First Home
“Informal Open Space”	means an area of open space designed for multi-purpose recreation and community use to be provided on the Land in accordance with the On Site Open Space Area Scheme and to accord with the Borough Council’s current policy requirements amounting to at least 1,680 square metres
“Key Worker”	means a person employed or with a confirmed job offer in one of the categories of employment as may be published by the Borough Council from time to time as the “First Home Key Worker Criteria” and is in operation at

	the time of the relevant disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the First Home shall be the “Key Worker” criteria which shall apply to that disposal
“Land”	means the land bound by the obligations contained within this Agreement and shown edged red on Plan 2 attached hereto
“Library Contribution”	means the sum calculated in accordance with the following formula: $(A \times 1.157 \times 8.70 \times 3) + (B \times 1.157 \times 8.70 \times 1.5) + (C \times 1.157 \times 8.70 \times 1) = D$ Where: A = total number of Dwellings which comprise two or more bedrooms B = total number of Dwellings which comprise one bedroom C = total number of student bed Dwellings D = total contribution payable adjusted in accordance with the indexation provisions of the First Schedule hereto subject to a maximum sum of THREE THOUSAND AND NINETEEN POUNDS AND SEVENTY SEVEN PENCE (£3,019.77) prior to indexation to be paid by the Owner to the County Council towards the provision of improvements to Market Bosworth Library and its facilities including but

	not limited to, books, materials or associated equipment or to reconfigure the internal or external library space to account for additional usage of the venue arising from an increase in members to the library as a result of the Development
“Local Connection Criteria ”	means: Level 1 a) a person who has been living in the parish of Market Bosworth for a minimum of 2 years immediately prior to allocation; and/or b) a person who has previously lived in the parish of Market Bosworth not immediately prior to allocation for a minimum of 2 years but was forced to move away because of the lack of affordable housing; and/or c) a person who has close family relatives currently resident in the parish of Market Bosworth for a minimum period of 2 years. Close relatives are defined as parents, children, siblings, grandparents and grandchildren (including step relatives); and/or d) a person employed in a permanent capacity full or part time within the confines of the

	parish of Market Bosworth for a minimum of 2 years; and/or e) a person who needs to move to the parish of Market Bosworth to provide or receive significant care and support from a person who meets the criteria above. Level 2 A person who satisfies any one of the above criteria at Level 1, but has a minimum connection of 1 year. Level 3 A person who satisfies any one of the above criteria at Levels 1 and 2, but in respect of any parish immediately adjoining the parish boundary of Market Bosworth i.e. Carlton, Osbaston, Sutton Cheney, Sheepy and Cadeby. Level 4 A person who satisfies any one or more of the above criteria, but in respect of any other parishes in Hinckley and Bosworth District, that adjoin the parish boundaries of parishes identified in Level 3 i.e. Twycross, Shakerstone, Nailstone, Barlestone, Newbold Verdon, Peckleton, Stoke Golding, Higham on the Hill, and Witherley.
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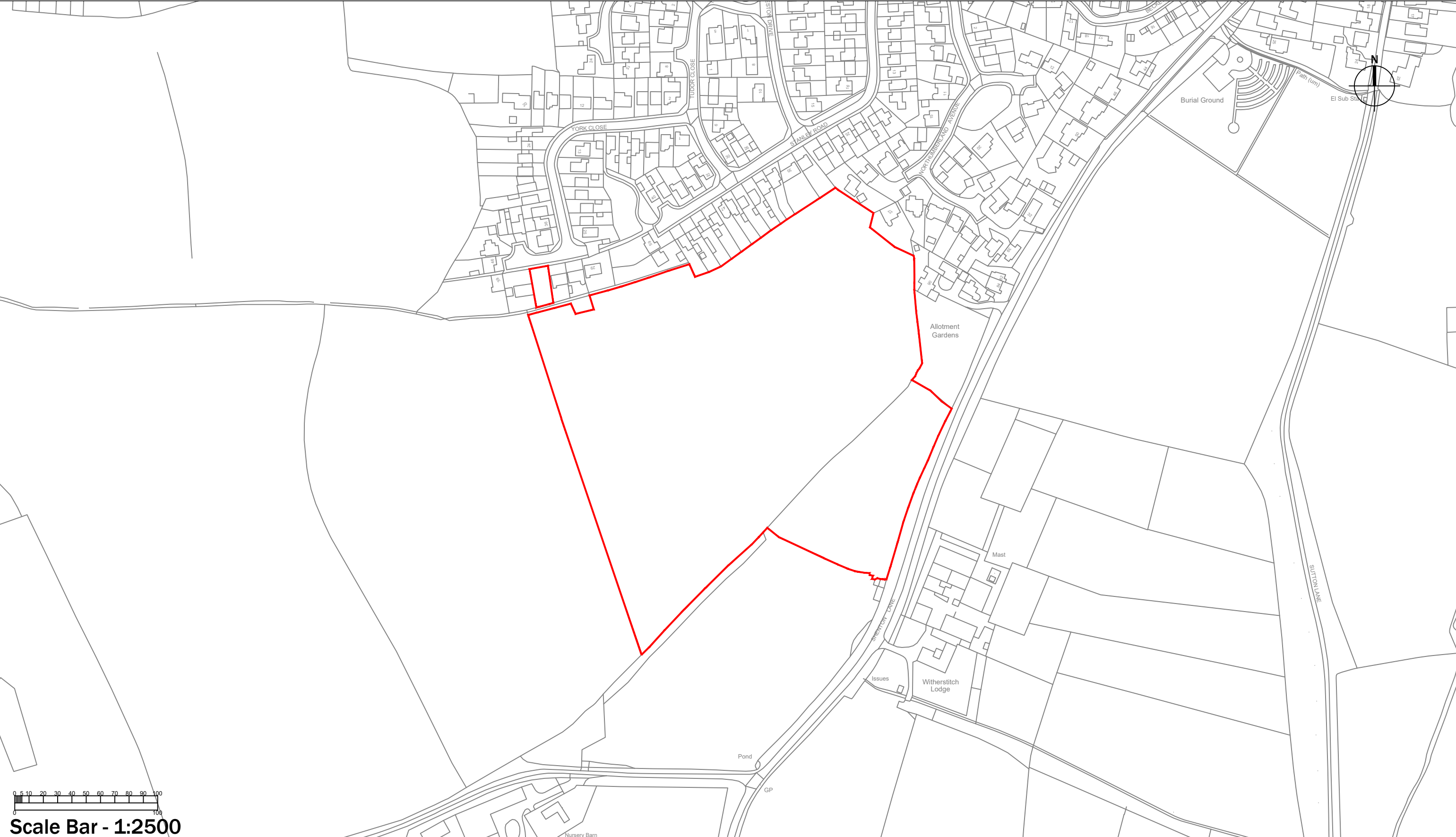
	Level 5 In the final instance, a person who satisfies any one of the above criteria and resides within the Borough of Hinckley and Bosworth.
“Management Company”	means a private limited company which is incorporated in and which has its registered office in the United Kingdom of Great Britain and Northern Ireland and whose primary objects require it to maintain and renew the On Site Open Space Area(s)
“Market Dwelling/s”	means any dwelling constructed as part of the Development for sale in arm's length transactions on the open market which is not an Affordable Dwelling
“Market Value”	means open market value as assessed by a Valuer of a Dwelling as confirmed to the Borough Council by the First Homes Owner and assessed in accordance with the RICS Valuation Global Standards 2021 including the UK National Supplement (November 2018) (or any such replacement guidance issued by the RICS) and for the avoidance of doubt shall not take into account the 30% discount in the valuation
“Mortgagee”	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities

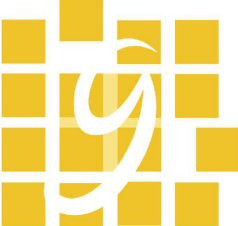
	to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari`ah compliant finance for the purposes of acquiring a First Home
“Nominee”	means Market Bosworth Parish Council or such other body as may be nominated by the Borough Council and agreed by the Owner to accept a transfer of the On Site Open Space Area(s)
“NPPF”	means the National Planning Policy Framework December 2024 (as amended in February 2025) or any successor policy or legislative provisions
“Occupation”	means in relation to the Development beneficial occupation of any part of it for residential purposes but shall not include: i. daytime occupation by workmen involved in the erection fitting out or decoration of any part of the Development; or ii. the use of any dwelling house(s) for the marketing of the Development; or iii. the storage of plant and materials and “Occupy” and “Occupied” and “Occupier(s)” shall be constructed accordingly

“Off Site Sports Contribution”	means the sum of THIRTY FOUR THOUSAND SEVEN HUNDRED AND FIFTY TWO POUNDS (£34,752) being the “Provision Sum” and SIXTEEN THOUSAND FIVE HUNDRED AND TWELVE POUNDS (£16,512) prior to indexation being the “Maintenance Sum” each such sum payable by the Owner to the Borough Council (adjusted in accordance with the indexation provisions of the First Schedule) in lieu of on-site sports provision within 1 kilometre of the Application Land whether in the form of outdoor or artificial sports pitches, sports facilities improvements or infrastructure
“On Site Open Space Area(s) ”	means those parts of the Land to be provided as open space within the Development including Accessible Natural Green Space Equipped Children’s Play Space and Informal Open Space which will not be comprised within residential curtilages and which will be in accordance with the Borough Council’s policy requirements herein specified the precise boundaries of each of the above typologies to be detailed within the Reserved Matters Application
“On Site Open Space Area Maintenance Contribution”	means the sum of ONE HUNDRED AND THIRTY EIGHT THOUSAND ONE HUNDRED AND SIXTY POUNDS (£138,160) prior to indexation (adjusted in accordance

	with the indexation provisions of the First Schedule) to be paid by the Owner to the Borough Council for the future maintenance of the On Site Open Space Area(s) in the event the On Site Open Space Areas are transferred to the Borough Council or its Nominee or a Management Company calculated as follows: $A + B + C$ Where: A = a maintenance sum of £63,216 in respect of the Equipped Children's Play Space B = a maintenance sum of £18,144 in respect of the Informal Open Space C = a maintenance sum of £56,800 in respect of the Accessible Natural Green Space
“On Site Open Space Area Maintenance Scheme”	means the scheme for the future maintenance and management of the On Site Open Space Area(s) to be submitted to the Borough Council by the Owner in accordance with the provisions of paragraph 1.2 of the Second Schedule
“On Site Open Space Area Scheme”	means the Scheme for the provision and laying out of the On Site Open Space Area(s) to be submitted to the Borough Council by the Owner in accordance with the provisions of paragraph 1.2 of the Second Schedule

“Owner”	means together the First Owner the Second Owner and the Third Owner unless expressly stated to the contrary
“Parish Council”	means the Market Bosworth Parish Council
“Plan 1”	means the plan numbered 10352-FPCR-L-01 C attached hereto
“Plan 2”	means the plan numbered 2020-030/1001 attached hereto
“Planning Permission”	means any outline planning permission to be granted pursuant to the Appeal
“Practical Completion”	means the stage reached when the construction of a First Home is sufficiently complete that where necessary a certificate of practical completion can be issued and it can be Occupied
“Price Cap”	means the amount for which the First Home is sold after the application of the Discount Market Price which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State
“Provisional Certificate”	means a certificate issued by the Borough Council when it is satisfied that the On Site Open Space Areas have been provided laid out and landscaped in accordance with the On



 GLADMAN Gladman House, Alexandria Way Congleton Business Park Congleton, Cheshire CW12 1LB Tel: 01260 288800 Fax: 01260 288801 www.gladman.co.uk				Project				Drawn by SB	Issue date 29.09.2025
				York Close, Market Bosworth				Title checked by SB	Title checked date 21.05.2020
Status				Title				Highways checked by PR	Highways checked date 17.04.2024
								Topo checked by PR	Topo checked date 17.04.2024
Planning				s.106 Plan				Scale(s)	
								1:2500 @ A3	
								Drawing No	
								2020-030/1001	

	Site Open Space Area as approved by the Borough Council
"Reserved Matters"	has the same meaning as in the Town and Country Planning (Development Management Procedure) (England) Order 2015 (as amended)
"Reserved Matters Application"	means any application for Reserved Matters for the Development following the grant of the Planning Permission
"Secondary Education Contribution"	means the sum calculated in accordance with the following formula: $(A \times 0.167) + (B \times 0.0267) \times £17,876 = C$ Where: A = total no of houses which comprise two or more bedrooms B = total no of flats which comprise two or more bedrooms C = total contribution payable adjusted in accordance with the indexation provisions of the First Schedule hereto such sum not to exceed TWO HUNDRED AND NINETY EIGHT THOUSAND FIVE HUNDRED AND TWENTY NINE POUNDS AND TWENTY PENCE (£298,529.20) prior to indexation payable by the Owner to the County Council towards the improvement, remodelling or enhancement of existing facilities at The Market Bosworth School or other successor educational facility or any

	other secondary school which will accommodate pupils from the Development (including the construction of a new school)
“Secretary of State”	means the Secretary of State for Housing Communities and Local Government or any other minister or authority for the time being entitled to exercise the powers given under sections 77, 78 and 79 of the Act and includes any successor in function
“SEND Education Contribution (Primary)”	means the sum calculated as follows: $(A \times 0.00363 \times £65,664) + (B \times 0.00052 \times £65,664) = C$ Where: A = total no of houses within the Development which comprise two or more bedrooms B = total no of flats/apartments within the Development with two or more bedrooms C = total contribution payable adjusted in accordance with the indexation provisions of the First Schedule hereto subject to a maximum sum of TWENTY THREE THOUSAND EIGHT HUNDRED AND THIRTY SIX POUNDS AND THREE PENCE (£23,836.03) prior to indexation payable by the Owner to the County Council towards the improvement, remodelling or enhancement of existing facilities at The Fusion

	Academy or other successor educational facility or any other SEND school which will accommodate pupils from the Development including the construction of a new school
“SEND Education Contribution (Secondary)”	means the sum calculated as follows: $(A \times 0.004 \times £81,531.00) + (B \times 0.00064 \times £81,531.00) = C$ Where: A = total no of houses within the Development which comprise two or more bedrooms B = total no of flats/apartments within the Development with two or more bedrooms C = total contribution payable adjusted in accordance with the indexation provisions of the First Schedule hereto subject to a maximum sum of THIRTY TWO THOUSAND SIX HUNDRED AND TWELVE POUNDS AND FORTY PENCE (£32,612.40) prior to indexation payable by the Owner to the County Council towards the improvement, remodelling or enhancement of existing facilities at The Fusion Academy or other successor educational facility or any other SEND school which will accommodate pupils from the Development including the construction of a new school

“Shared Ownership Dwellings”	means dwellings purchased on a shared equity basis whereby not more than 75% and not less than 10% of the equity is initially sold to the purchaser by the Affordable Housing Provider with flexibility to increase their degree of ownership if they so wish
“Traffic Regulation Order Contribution”	means the sum of SEVEN THOUSAND FIVE HUNDRED POUNDS (£7,500) (adjusted in accordance with the indexation provisions of the First Schedule hereto) payable by the Owner to the County Council towards the costs of a traffic regulation order to introduce parking restrictions on York Close in the vicinity of the access to the Development
“Travel Pack”	means a pack of information supplied by the Owner or by the County Council upon payment of the Travel Pack Contribution containing details of local walking and cycling routes, local bus services/stops/timetables, Bus Pass application forms, shops and other local amenities and details of any community transport, car sharing or car club scheme operating in the vicinity of the Land
“Travel Pack Contribution”	means the sum of FIFTY TWO POUNDS AND EIGHTY FIVE PENCE (£52.85) per Travel Pack (adjusted in accordance with the indexation provisions of the First Schedule hereto) payable by the Owner to the County

	Council to enable the County Council to issue a Travel Pack to the first Occupier of each Dwelling subject to a maximum sum of FIVE THOUSAND TWO HUNDRED AND EIGHTY FIVE POUNDS (£5,285) prior to indexation
“Valuer”	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the First Homes Owner and acting in an independent capacity
“Waste Management Contribution”	means the sum of FORTY NINE POUNDS AND FIFTY THREE PENCE (£49.53) (adjusted in accordance with the indexation provisions of the First Schedule) per Dwelling subject to a maximum sum of FOUR THOUSAND NINE HUNDRED AND FIFTY THREE POUNDS (£4,953) prior to indexation to be paid by the Owner to the County Council towards site reconfiguration and/or development of waste infrastructure to increase the capacity for the Barwell Household Waste Recycling Centre (“HWRC”) or any other HWRC directly impacted by the Development
“Working Day”	means any day except any Saturday or Sunday or any other day on which banks in the City of London are not open to the general public

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

- 1.3 Words in this Agreement of the masculine gender shall include the feminine and neuter genders and vice versa and words denoting natural persons shall include corporations and vice versa
- 1.4 References in this Agreement to any statutes or statutory instruments shall include and refer to any statute or statutory instrument amending consolidating or replacing them respectively from time to time and for the time being in force
- 1.5 Where in this Agreement reference is made to a Clause or Schedule such reference (unless the context otherwise requires) is a reference to a Clause or Schedule of this Agreement
- 1.6 Obligations and liabilities of a party comprising more than one person are obligations of such persons jointly and severally
- 1.7 Covenants made hereunder:
- 1.7.1 on the part of the Borough Council shall be enforceable against the Borough Council and any statutory successor to it as Local Planning Authority
- 1.7.2 on the part of the County Council shall be enforceable against the County Council and any statutory successor to it as County Council
- 1.8 The expressions "the Owner" "the Borough Council" and "the County Council" shall where the context so admits include their respective successors and assigns

2 GENERAL PROVISIONS

Statutory Authority

- 2.1 This Agreement and the covenants within it are made pursuant to section 106 of the Act to the extent that they fall within the terms of section 106 of the Act. The obligations contained in this Agreement are planning obligations for the purposes of section 106 of the Act and are enforceable by the Borough Council and (where the covenant is expressly given to the County Council) by the County Council against the Owner
- 2.2 To the extent that any of the obligations in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 (as amended), section 1 of the Localism Act 2011 (as amended) and all other enabling powers
- 2.3 The covenants by the Owner contained herein shall be enforceable by the Borough Council as Local Planning Authority and where the covenant is expressly given to the County Council it shall also be enforceable by that authority

Liability

- 2.4 The covenants given by the Owner contained herein are made with the intent that the covenants will bind their interest in the Land and be binding on and enforceable against their successors in title or assigns and subject to clause 2.5 those deriving title under the Owner PROVIDED THAT without prejudice to the enforcement of covenants against successors in title no person shall be liable for any breach or non-performance of the covenants contained herein or for the performance of any obligations which arise from the carrying out of the Development where they no longer hold any interest in the Land or that part of the Land in respect of which the breach occurs save in respect of any prior subsisting breach
- 2.5 Save in respect of the occupancy and sale restrictions (as appropriate) contained in clauses 3.1, 3.3 and the Third Schedule the covenants contained in this Agreement shall not be enforceable against individual purchasers or lessees (or their mortgagees) of any Dwellings having a roof, windows and doors and being in a state of readiness for occupation or against statutory undertakers in relation to any parts of the Land acquired by them for electricity sub-stations gas governor stations or pumping stations or any other land acquired for the purpose of their statutory functions or against anyone whose only interest in the Land or any part of it is in the nature of the benefit of an easement or covenant nor against owners of the On Site Open Space Area(s) (save in respect of the Second Schedule) once transferred to the Borough Council or the Parish Council or to the Management Company pursuant to the provisions of the Second Schedule nor against all those deriving title from any of the aforesaid
- 2.6 In the event that the First Owner and/or the Second Owner and/or the Third Owner dispose of their interest in the Land or any part thereof (other than a disposal to a purchaser of an individual Dwelling or a disposal to the Borough Council or to an Affordable Housing Provider) it shall within twenty-eight (28) days of such disposal give written notice of the name and address of his successors in title (other than those specified in clause 2.5) to the Borough Council and the County Council together with sufficient details of the land included in the disposal to allow its identification
- 2.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Application Land in accordance with a planning permission (other than the Planning Permission as defined herein or any renewal thereof or any reserved matters approval with respect thereto) granted (whether or not on appeal) after the date of this Agreement in respect of which development this Agreement will not apply

Application of this Agreement

- 2.8 In the event that the Borough Council shall at any time hereafter grant a planning permission pursuant to an application under Section 73 of the Act ("Section 73 Application") in respect of the conditions relating to the Planning Permission (and for no other purpose whatsoever) references in this Agreement to the Application the Planning Permission and the Development shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Agreement shall henceforth take effect and be read and construed accordingly so that the planning obligations in this Agreement shall apply to development carried out pursuant to such subsequent planning permissions save where the Borough Council in its consideration of such Section 73 Application indicates that consequential amendments are required to this Agreement to reflect the impact of the Section 73 Application and in such circumstances a separate deed pursuant to section 106A of the Act will be required to secure relevant planning obligations relating to the new planning permission to be granted pursuant to the Section 73 Application

Contingencies

- 2.9 Save for the provisions of clause 2.17 (Exclusion of the Contracts (Rights of Third Parties) Act 1999) clause 2.22 (Jurisdiction) clause 6.1 (Borough Council legal costs) and clause 17 (County Council legal fees) which shall come into effect on the date hereof and save for the provisions of clause 2.11 (Commencement of Development), clause 3.1 (Affordable Housing Scheme), clauses 12.1 and 12.2 (Travel Packs and Bus Passes) and paragraph 1.2 of the Second Schedule (On Site Open Space Area Scheme) which shall come into effect on the grant of Planning Permission the obligations contained in this Agreement are dependent on both the grant of Planning Permission and the Commencement of Development pursuant thereto
- 2.10 In the event that the Planning Permission is quashed, revoked or otherwise withdrawn or, without the consent of the Owner, it is modified by any statutory procedure, or it expires prior to the Commencement of Development the obligations under this Agreement shall cease absolutely and the Borough Council shall upon written request to do so procure that any entry referring to this Agreement in the Register of Local Land Charges shall be removed forthwith

Commencement of Development

- 2.11 The Owner shall give the Head of Planning of the Borough Council fourteen (14) days' written notice in advance of the Commencement of Development and shall send

a copy of such notice to the Team Manager, Planning Obligations and Systems Team, Planning Historic and Natural Environment Department at the County Council PROVIDED THAT default in giving notice shall not mean that Commencement of Development is deemed not to have occurred for the purposes of this Agreement

Determination by Expert

- 2.12 Notwithstanding any specific provision in this Agreement in the event of any dispute between the Owner the Borough Council or the County Council (or any of them) concerning this Agreement including any dispute as to whether or not an obligation has been performed or any matter to be agreed under any of the provisions of this Agreement the matter may at the written option of any relevant party (notice of which shall be given to the other party or parties) be referred to such expert as they may agree or (in default of agreement within twenty (20) Working Days of the date of giving of the notice) appointed by the Chairman for the time being of the Planning and Environment Bar Association whose appointment shall be conducted on the following terms
- 2.12.1 The person to be appointed pursuant to this clause 2.12 shall if possible be a person having ten (10) years or more relevant post qualification experience of the issue in dispute and projects comprising works of the scale and nature of the Development and of the particular issue in dispute
 - 2.12.2 The reference to the expert shall be on terms that:
 - 2.12.3 the expert shall afford the parties to the dispute an opportunity to make representations to him/her in writing and if he/she so directs to make submissions on one another's representation;
 - 2.12.4 the expert shall be able to stipulate periods of time for the making of such submissions and representations;
 - 2.12.5 the expert shall be bound to have regard to the said submissions and representations;
 - 2.12.6 the expert shall have the power to award the costs of the determination in favour of either party at the expense of the other in the event that the expert shall consider that the said other party has acted unreasonably and the extent of the costs awarded shall reflect the extent and effect of said unreasonable behaviour;
 - 2.12.7 the expert shall be limited in his findings to the proposals put by either party or a proposal falling between both of them; and

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

Time Periods

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

Approvals

- 2.14 For the purposes of this Agreement where a party is required to make a request give confirmation approval or consent express satisfaction with agree to vary or to give notice of any matter such request confirmation approval consent expression of satisfaction agreement to vary or notice shall be deemed to have not been given or expressed unless given or expressed in writing and shall not be unreasonably withheld or delayed

Notices

- 2.15 Unless expressed otherwise in this Agreement, the service of notices and communications pursuant to this Agreement shall be sent to the addressee at the address stated in this Agreement or at such other address as the addressee shall have notified to the others in writing and in the case of the County Council shall be marked for the attention of the Team Manager, Planning Obligations and Systems Team, Planning Historic and Natural Environment Department
- 2.16 Notices and communications under this Agreement may be sent by personal delivery or by First Class Post (recorded delivery) and any notice or communication sent by First Class Post (recorded delivery) and correctly addressed shall be conclusively deemed to have been received by the addressee on the second Working Day following the date of posting

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

- 2.17 Nothing herein contained or implied shall give or be construed as giving rights, privileges, powers or enforceability other than to the specific parties executing this document and their successors (if any) as defined herein and the provisions of the Contracts (Rights of Third Parties) Act 1999 (as amended) and any benefits or rights

which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein

Void Provisions

- 2.18 If any provision of this Agreement is declared by any judicial or other competent authority to be void voidable illegal or otherwise unenforceable the remaining provisions of this Agreement shall continue in full force and effect and the parties shall amend that provision in such reasonable manner as achieves the intention of the parties without illegality provided that any party may seek the consent of the other or others to the termination of this Agreement on such terms as may in all the circumstances be reasonable if the effect of the forgoing provisions would be to defeat the original intention of the parties

No Fetter of Discretion

- 2.19 Save as permitted by law in equity nothing contained or implied in this Agreement shall prejudice or affect the rights powers duties and obligations of the Borough Council and the County Council in their respective rights powers duties and obligations under all public and private statutes bylaws and regulations which may be as fully and effectually exercised as if the Borough Council and/or the County Council were not a party to this Agreement

Effect of any Waiver

- 2.20 No waiver (whether express or implied) by the Borough Council and/or the County Council of any breach or default by the Owner in performing or observing any of the terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Borough Council and/or the County Council (as relevant) from enforcing any of the said terms or conditions or from acting upon any subsequent breach or default in respect thereof by the Owner

General Requirement to Co-operate

- 2.21 Without prejudice to its statutory duties or clause 2.19 the Borough Council the County Council and the Owner shall all act in good faith and shall co-operate with each other to facilitate the discharge and performance of the obligations of the other contained within this Agreement within the timescales specified

Jurisdiction

- 2.22 This Agreement is governed by and interpreted in accordance with the laws of England

Registration of the Agreement

- 2.23 This Agreement shall be registered as a deed and Local Land Charge in the Register of Local Land Charges by the Borough Council

Certificate of Satisfaction

- 2.24 Any party to this Agreement may make application to the Borough Council and /or County Council for written confirmation to the effect that any of the provisions of this Agreement have been completed and/or satisfied

Mortgagees

- 2.25 No mortgagee of the Land (or any part) shall be bound by the obligations in or be liable under this Agreement except as mortgagee in possession and whilst it remains a mortgagee in possession of the Land (or any part).

Interest on late payment

- 2.26 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 such interest shall accrue on a daily basis for the period from the due date to and including the day of payment

Blue Pencil Clause

- 2.27 If any Court or the Secretary of State (which for the avoidance of doubt includes any inspector appointed on behalf of the Secretary of State) determines that any obligation contained within this Agreement is not:

2.27.1 necessary to make the Development acceptable in planning terms;

2.27.2 directly related to the Development;

2.27.3 fairly and reasonably related in scale and kind to the Development; and

2.27.4 compliant with Regulation 122 of the Community Infrastructure Levy Regulations 2010 (as amended)

and accordingly attaches no weight to such obligation in determining the Appeal then the relevant obligation shall immediately (without further act by the parties) cease to have effect and the Owner shall be under no obligation to comply with that obligation

THE OWNER'S PLANNING OBLIGATIONS WITH THE BOROUGH COUNCIL

AHP Affordable Dwellings

3 The Owner hereby covenants with the Borough Council as follows:

3.1 That no Development shall Commence unless and until the Owner shall have submitted in writing to the Borough Council and obtained the written approval of the Borough Council to the Affordable Housing Scheme for the provision of the Affordable Dwellings on the Development

3.1.1 To provide the Affordable Dwellings in accordance with the Affordable Housing Scheme or any variations thereto approved in advance in writing by the Borough Council

3.1.2 Not to Occupy or to permit the Occupation of more than 70% of the Market Dwellings until the AHP Affordable Dwellings have been constructed ready for Occupation and the freehold interest in them has been transferred to an Affordable Housing Provider

3.1.3 Subject to the provisions of this Agreement 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 of Hinckley and Bosworth and being such persons as who satisfy the Local Connection criteria as set out in this Agreement

PROVIDED THAT if within 28 days of the Affordable Housing Provider notifying the Borough Council in writing of a dwelling becoming vacant no such qualifying person/s can be found to occupy the dwelling the Affordable Housing Provider may let the dwelling to any person/s who satisfy their normal letting criteria

3.1.4 Any transfers of Affordable Dwellings shall contain the following provisions:

a) the grant and reservation by the Owner of all rights of access and passage of services and other rights reasonably necessary to the beneficial enjoyment of the Affordable Dwellings and the remainder of the dwellings constructed or to be constructed as part of the Development

- b) the imposition of such covenants as the Owner shall reasonably require as are consistent with the sale of any Dwellings within the Development

3.1.5 Any transfers of the AHP Affordable Dwellings shall contain provisions to ensure that the AHP Affordable Dwellings shall remain available as Affordable Housing provided that this provision shall not be binding on:

- a) any present or future mortgagee or chargee or manager or receiver of any of the AHP Affordable Dwellings provided they shall have first complied with the Chargee's Duty as set out at clause 3.2 below
- b) any person acquiring an interest in an AHP Affordable Dwelling under a statutory right to buy or acquire the said AHP Affordable Dwelling
- c) a person who has staircased under a shared ownership lease (where appropriate) of an AHP Affordable Dwelling to acquire the freehold of the said AHP Affordable Dwelling or a mortgagee or chargee (or receiver appointed by them) of such an AHP Affordable Dwelling
- d) any person who is a tenant or leaseholder who has subsequently purchased all the remaining equitable shares in an AHP Dwelling so that the said tenant or leaseholder owns the entire AHP Affordable Dwelling
- e) any person deriving title from any such person as is mentioned in (a) to (d) (inclusive) above

3.2 Chargee's Duty

3.2.1 The affordable housing provisions in this Agreement shall not be binding on a mortgagee or chargee of the Affordable Housing Provider (or any receiver or manager (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 AHP Affordable Dwellings or any person deriving such title through such mortgagee or chargee or Receiver PROVIDED THAT:

- a) such mortgagee chargee or Receiver shall first give written notice to the Borough Council of its intention to dispose of the AHP Affordable Dwellings and shall have used reasonable endeavours over a period of not less than three (3) months from the date of the written notice

to complete a disposal of the AHP Affordable Dwellings to another Affordable Housing Provider or to the Borough Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including accrued principal monies, interest and costs and expenses; and

- b) if a binding contract for sale has not been entered into within the three (3) month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the AHP Affordable Dwellings free from the provisions of clauses 3.1.1 to 3.1.5 above which provisions shall determine absolutely in regard to the relevant AHP Affordable Dwellings

3.3 First Homes

The Owner covenants with the Borough Council to provide the First Homes as set out in the Third Schedule hereof

3.4 Amendment to Affordable Housing Scheme

3.4.1 If the Owner has used reasonable endeavours to secure contracts for the sale or other disposal of the AHP Affordable Dwellings in accordance with the approved Affordable Housing Scheme for a period of at least 6 (six) months from the date of commencement of marketing for sale the AHP Affordable Dwellings but has been unable to do so it shall notify the Borough Council in writing to that effect such notice to include evidence of the reasonable endeavours so used

3.4.2 Within 20 (twenty) Working Days of receipt of any notice pursuant to clause 3.4.1 above the Borough Council shall confirm in writing whether or not it is satisfied that the Owner has complied with the requirements of clause 3.4.1 above PROVIDED THAT:

3.4.2.1 where the Borough Council does not consider that the Owner has complied with the requirements of clause 3.4.1 above its written confirmation shall state the reason(s) for such dissatisfaction and in the event there is disagreement between the Borough Council and Owner in respect of the reason(s) provided either party may refer the matter for determination by an expert under clause 2.12 of this Agreement; and

3.4.2.2 where the Borough Council fails to respond to such notice or fails to provide any written reasons for dissatisfaction within the said 20 (twenty) Working Day period

then the Borough Council shall be deemed to have confirmed in writing that it is satisfied the Owner has complied with the requirements of clause 3.4.1 above

3.4.3 Where it is agreed, deemed or determined that the Owner has complied with the requirements of clause 3.4.1 above then the AHP Affordable Dwellings shall be permitted to be provided in accordance with an alternative Affordable Housing mix and/or tenures PROVIDED THAT the Owner shall submit a revised Affordable Housing Scheme detailing the revised Affordable Housing mix and/or tenures and shall not Occupy any Dwellings until such revised Affordable Housing Scheme has been approved in writing by the Borough Council

3.4.4 The Borough Council shall use reasonable endeavours to confirm in writing within six weeks of receipt of any revised Affordable Housing Scheme pursuant to clause 3.4.3 above whether such revised Affordable Housing Scheme is approved PROVIDED THAT:

3.4.4.1 where the Borough Council does not approve the revised Affordable Housing Scheme it shall state the reason(s) for this and in the event there is disagreement between the Borough Council and Owner in respect of the reason(s) provided either party may refer the matter for determination by an expert under clause 2.12 of this Agreement; and

3.4.4.2 where within six weeks of receipt of any revised Affordable Housing Scheme submitted by the Owner for its approval pursuant to clause 3.4.3 above the Borough Council fails to confirm its approval or fails to provide any written reasons why such revised Affordable Housing Scheme is not approved then the Borough Council shall be deemed to have confirmed in writing that it approves the revised Affordable Housing Scheme submitted by the Owner pursuant to 3.4.3 above

3.4.5 In the event of a revised Affordable Housing Scheme being approved in accordance with clauses 3.4.1 - 3.4.4 above, then the AHP Affordable Housing Dwellings shall be provided in accordance with the details and triggers agreed in the approved revised Affordable Housing Scheme

4 On Site Open Space and Off-Site Sports Contribution

- 4.1 To comply with the provisions of the Second Schedule in respect of the On Site Open Space Area(s)
- 4.2 The Owner covenants with the Borough Council to pay the Off Site Sports Contribution as follows:
 - 4.2.1 not to Occupy or to permit the Occupation of any Dwelling until the Owner shall have paid to the Borough Council the Provision Sum referred to in the definition of Off Site Sports Contribution herein
 - 4.2.2 not to Occupy or to permit the Occupation of 75% of the Dwellings until the Owner has paid to the Borough Council the Maintenance Sum referred to in the definition of Off Site Sports Contribution herein

5 Healthcare Contribution

- 5.1 To pay to the Borough Council the Healthcare Contribution in full prior to Commencement of Development and not to allow or permit Commencement of Development unless and until the Healthcare Contribution has been paid in full to the Borough Council

6. Legal Costs and Monitoring Fees

- 6.1 The First Owner will pay the Borough Council's reasonable and proper legal costs in respect of the preparation of this Agreement on its execution
- 6.2 The Owner will pay the Borough Council the Borough Council Monitoring Costs Contribution prior to the Commencement of Development and any Site Inspection Fee or Approval of Document Fee at the time of seeking an inspection or submitting a document for approval and any Deed of Variation Fee at the time of seeking any Deed of Variation to this Agreement (and for the avoidance of doubt the Deed of Variation Fee relates to the administrative costs associated with such a proposed Deed of Variation and is exclusive of any legal costs associated with that proposed Deed of Variation)

THE OWNER'S PLANNING OBLIGATIONS TO THE COUNTY COUNCIL

The Owner covenants with the County Council:

7. Early Years Education Contribution

To pay the Early Years Education Contribution to the County Council as follows:

- 7.1 10% of the Early Years Education Contribution prior to first Occupation of the first Dwelling;
- 7.2 40% of the Early Years Education Contribution prior to first Occupation of 50% of the Dwellings; and
- 7.3 50% of the Early Years Education Contribution prior to first Occupation of 75% of the Dwellings
- 7.4 The Owner shall not allow or permit Occupation of any Dwelling unless and until the payment referred to at clause 7.1 above has been paid to the County Council
- 7.5 The Owner shall not allow or permit Occupation of more than 50% of the Dwellings unless and until the payment referred to at clause 7.2 above has been paid to the County Council
- 7.6 The Owner shall not allow or permit Occupation of more than 75% of the Dwellings unless and until the payment referred to at clause 7.3 above has been paid to the County Council

8. SEND Education Contribution (Primary)

To pay the SEND Education Contribution (Primary) to the County Council as follows:

- 8.1 10% of the SEND Education Contribution (Primary) prior to first Occupation of the first Dwelling;
- 8.2 40% of the SEND Education Contribution (Primary) prior to first Occupation of 50% of the Dwellings; and
- 8.3 50% of the SEND Education Contribution (Primary) prior to first Occupation of 75% of the Dwellings
- 8.4 The Owner shall not allow or permit Occupation of any Dwelling unless and until the payment referred to at clause 8.1 above has been paid to the County Council

- 8.5 The Owner shall not allow or permit Occupation of more than 50% of the Dwellings unless and until the payment referred to at clause 8.2 above has been paid to the County Council
- 8.6 The Owner shall not allow or permit Occupation of more than 75% of the Dwellings unless and until the payment referred to at clause 8.3 above has been paid to the County Council

9. SEND Education Contribution (Secondary)

To pay the SEND Education Contribution (Secondary) to the County Council as follows:

- 9.1 10% of the SEND Education Contribution (Secondary) prior to first Occupation of the first Dwelling;
- 9.2 40% of the SEND Education Contribution (Secondary) prior to first Occupation of 50% of the Dwellings; and
- 9.3 50% of the SEND Education Contribution (Secondary) prior to first Occupation of 75% of the Dwellings
- 9.4 The Owner shall not allow or permit Occupation of any Dwelling unless and until the payment referred to at clause 9.1 above has been paid to the County Council
- 9.5 The Owner shall not allow or permit Occupation of more than 50% of the Dwellings unless and until the payment referred to at clause 9.2 above has been paid to the County Council
- 9.6 The Owner shall not allow or permit Occupation of more than 75% of the Dwellings unless and until the payment referred to at clause 9.3 above has been paid to the County Council

10. Secondary Education Contribution

To pay the Secondary Education Contribution to the County Council as follows:

- 10.1 10% of the Secondary Education Contribution prior to first Occupation of the first Dwelling;
- 10.2 40% of the Secondary Education Contribution prior to first Occupation of 50% of the Dwellings; and

- 10.3 50% of the Secondary Education Contribution prior to first Occupation of 75% of the Dwellings
- 10.4 The Owner shall not allow or permit Occupation of any Dwelling unless and until the payment referred to at clause 10.1 above has been paid to the County Council
- 10.5 The Owner shall not allow or permit Occupation of more than 50% of the Dwellings unless and until the payment referred to at clause 10.2 above has been paid to the County Council
- 10.6 The Owner shall not allow or permit Occupation of more than 75% of the Dwellings unless and until the payment referred to at clause 10.3 above has been paid to the County Council

11. Traffic Regulation Order Contribution

- 11.1 To pay the Traffic Regulation Order Contribution to the County Council in full prior to first Occupation of the first Dwelling and not to allow or permit Occupation of any Dwelling unless and until the Traffic Regulation Order Contribution has been paid in full to the County Council

12. Travel Packs and Bus Passes

- 12.1 Prior to the Commencement of Development the Owner will elect either (a) to pay the Travel Pack Contribution or (b) to provide the Travel Packs directly to the occupants of each Dwelling and the Owner will serve written notice of its decision on the County Council
- 12.2 Prior to the Commencement of Development the Owner will elect either (a) to provide up to two (2) Bus Passes for the first Occupiers of each Dwelling who complete and return the application forms provided in the Travel Pack within 6 (six) months of first Occupation of such Dwelling or (b) to pay the Bus Pass Contribution to the County Council and the Owner will serve written notice of its decision on the County Council
- 12.3 Where pursuant to clause 12.1 above the Owner elects to provide the Travel Packs it will provide a sample Travel Pack to the County Council for approval (together with the County Council's administration fee of FIVE HUNDRED POUNDS (£500)) and thereafter provide on first Occupation of each Dwelling a Travel Pack previously approved by the County Council for each Dwelling

- 12.4 Where pursuant to clause 12.1 above the Owner elects to pay the Travel Pack Contribution it shall not permit the Occupation of any Dwelling until the Owner has paid the Travel Pack Contribution in full to the County Council and FOR THE AVOIDANCE OF DOUBT if the County Council has not approved the Travel Pack prior to first Occupation of the first Dwelling (such approval not to be unreasonably withheld or delayed) then the Owner shall pay the Travel Pack Contribution to the County Council prior to first Occupation of the first Dwelling
- 12.5 Where pursuant to clause 12.2 above the Owner elects to provide the Bus Passes at their own cost to the Occupiers of the Dwellings they will provide up to two (2) Bus Passes per Dwelling to the first Occupiers of each Dwelling who within six (6) months of first Occupation of such Dwelling apply for such a pass or passes using the form provided in the Travel Pack
- 12.6 Where pursuant to clause 12.2 above the Owner elects to pay the Bus Pass Contribution, to:
- 12.6.1 pay 25% of the Bus Pass Contribution to the County Council prior to the first Occupation of the first Dwelling
- 12.6.2 pay a further 25% of the Bus Pass Contribution to the County Council within fifty-six (56) days of receipt of notification from the County Council that the first tranche of the Bus Pass Contribution has been expended by it for the purpose of providing the Bus Passes and that a further instalment of the Bus Pass Contribution is required to enable it to provide Bus Passes for residents of the Development
- 12.6.3 pay a further 25% of the Bus Pass Contribution to the County Council within fifty-six (56) days of receipt of notification from the County Council that the second tranche of the Bus Pass Contribution has been expended by it for the purpose of providing the Bus Passes and that a further instalment of the Bus Pass Contribution is required to enable it to provide Bus Passes for residents of the Development
- 12.6.4 pay the remaining 25% of the Bus Pass Contribution to the County Council within fifty-six (56) days of receipt of notification from the County Council that the third tranche of the Bus Pass Contribution has been expended by it for the purpose of providing the Bus Passes and that a further instalment of the Bus Pass Contribution is required to enable it to provide Bus Passes for residents of the Development

- 12.7 To promptly provide (no later than 28 (twenty eight) days after receipt of a written request) to the County Council full documentary evidence detailing Travel Packs issued under clause 12.1 above if the Owner elected for option (b) as set out in clause 12.1 above
- 12.8 To promptly provide (no later than 28 (twenty eight) days after receipt of a written request) to the County Council full documentary evidence detailing Bus Passes issued under clause 12.2 above if the Owner elected for option (a) as set out in clause 12.2 above

13. Waste Management Contribution

To pay to the County Council the Waste Management Contribution in full prior to Occupation of the first Dwelling and not to allow or permit Occupation of the first Dwelling unless and until the Waste Management Contribution has been paid in full to the County Council

14. Library Contribution

To pay to the County Council the Library Contribution in full prior to Occupation of the first Dwelling and not to allow or permit Occupation of the first Dwelling unless and until the Library Contribution has been paid in full to the County Council

15. County Council Monitoring Costs Contribution

The Owner will pay to the County Council the County Council Monitoring Costs Contribution in full prior to Occupation of the first Dwelling and shall not allow or permit Occupation of the first Dwelling unless and until the County Council Monitoring Costs Contribution has been paid in full to the County Council

16. Triggers

- 16.1 To notify the County Council in writing fourteen (14) days' in advance of the first Occupation of the first Dwelling
- 16.2 To notify the County Council in writing fourteen (14) days' in advance of the first Occupation of 50% of the Dwellings

16.3 To notify the County Council in writing fourteen (14) days' in advance of the first Occupation of 75% of the Dwellings

17. County Council Legal Fees

The First Owner will pay the County Council's reasonable legal costs in respect of the preparation of this Agreement on its execution in the sum of Two Thousand One Hundred Pounds (£2,100)

BOROUGH COUNCIL COVENANTS

18. Health Care Contribution

The Borough Council covenants as follows;

The Borough Council covenants with the Owner to pay the Healthcare Contribution to the Health Care Body upon receipt of the contribution from the Owner but on condition that they have first obtained a document from the Health Care Body (addressed and supplied to both the Borough Council and the Owner) confirming that it will apply the Healthcare Contribution for the purposes of providing additional health care services and/or facilities in the local area of Market Bosworth and for no other purposes whatsoever and that should it not spend the Healthcare Contribution within 5 years of receipt of the contribution by the Borough Council or fail to provide evidence of such expenditure to the Owner when requested at the end of the 5 year period then it shall repay to the Owner the Healthcare Contribution or so much of it as remains unspent for the purposes specified at the end of the 5 year period) together with any interest that has accrued thereon PROVIDED ALWAYS that the Borough Council shall be under no obligation to the Owner to ensure that the Healthcare Contribution is so applied by the Health Care Body and shall be deemed to have discharged its obligation under this Agreement to the Owner in respect of the Healthcare Contribution upon payment of the Healthcare Contribution to the Health Care Body and receipt by both the Owner and the Borough Council of the document herein specified save that the Borough Council will be obliged to return the Healthcare Contribution to the Owner immediately on the expiry of the period of 5 years together with any interest that has accrued thereon if the Health Care Body has not sought payment of the Healthcare Contribution or has failed to supply the document herein specified if a request has been made

19. Off Site Sports Contribution

The Borough Council covenants with the Owner as follows:

- i. to apply the Off Site Sports Contribution solely towards the stated purpose and for no other purpose whatsoever and
- ii. if the Provision Sum has not been expended for the specified purposes within the period of five years from the date of payment of the same to the Borough Council to repay to the person who paid the Provision Sum on written demand thereafter such part of the Provision Sum as has not been so expended together with any interest that has accrued thereon and
- iii. if the Maintenance Sum has not been expended for the specified purposes within fifteen years from the date of payment of the same to the Borough Council to repay to the person who paid the Maintenance Sum on written demand thereafter such part of the Maintenance Sum as has not been so expended together with any interest that has accrued thereon

20. Information regarding Expenditure

The Borough Council will provide to the Owner such evidence as the Owner shall reasonably require in order to confirm the expenditure of the sums paid by the Owner to the Borough Council under this Agreement for the purposes herein specified.

21. COUNTY COUNCIL COVENANTS

- 21.1 The County Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the County Council shall agree in writing and in the case of the Travel Pack Contribution and the Bus Pass Contribution (if applicable) the same shall be spent on Travel Packs and Bus Passes respectively which may only be supplied on the same basis as the Owner would have been required to supply the same
- 21.2 The County Council covenants with the Owner that upon the receipt of a written request from the Owner or whoever shall have paid the monies it will repay to the Owner such amount of any payment made to the County Council under this Agreement which has not been allocated expended or committed for expenditure in accordance with the

provisions of this Agreement within ten (10) years of the date of receipt by the County Council of such payment (or in the case of payments being staged the date shall only run from the receipt of the final staged payment) together with interest (if any has accrued) in the period from the date of receipt to the date of repayment SAVE FOR the Bus Pass Contribution (if applicable) whereby at the end of a period of nine (9) months after first Occupation of the final Dwelling the County Council will repay to the Owner or whoever shall have paid the monies together with interest (if any has accrued) such remaining balance of the Bus Pass Contribution

- 21.3 The County Council shall provide to the Owner such evidence as the Owner shall reasonably require in writing in order to confirm the expenditure of the sums paid by the Owner under this Agreement for the purposes herein specified provided that such requests shall be limited to two (2) in any calendar year

THE FIRST SCHEDULE

Indexation Provisions

1. In this Schedule:-

"Index"	means the All in Tender Price Index of Buildings Cost Information Services ("BCIS") as published by the Royal Institute of Chartered Surveyors ("RICS") or in the event that the RICS shall change the basis of compilation or cease to 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 the purposes of this Agreement in all cases to ensure as nearly as possible that the sums of money involved shall fluctuate most closely with the Index as specified herein
"Base Index Date"	means the date of the grant of the Planning Permission except in relation to the SEND Education Contribution (Primary), the SEND Education Contribution (Secondary) and the Secondary Education Contribution in respect of which it shall mean 1 July 2021 and the Early Years Education Contribution in respect of which it means 1 June 2023
"Base Index Figure"	means the figure published in respect of the Index immediately prior to the Base Index Date
"Final Index Figure"	means the figure published or otherwise agreed or determined in respect of the Index immediately prior to the respective dates upon which the Contribution/s are/is paid

2. The Contribution/s shall be increased by such sum, if any, in pounds sterling as shall be equal to the sum calculated according to the following formula:-

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

Where:

"A" equals the Contribution/s or part due where payable in instalments

"B" equals the Base Index Figure

"C" equals the Final Index Figure

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

THE SECOND SCHEDULE

OPEN SPACE LAND

Part 1 – On Site Open Space Area

1. The Owner covenants with the Borough Council in respect of the On Site Open Space Area(s) as follows:

1.1 To provide the relevant and necessary provision and maintenance contributions (where payable) of On Site Open Space Area(s) within the Land and to pay the contributions in accordance with the following minimum levels of provision:

Public Open Space Type	Equipped Children's Play Space	Informal Open Space	Accessible Natural Green Space	Total
No. of Dwellings	100	100	100	
Square Metre(s) to be Provided	NA	1680	4000	5,680
On Site Provision Value	£65,494.80	N/A	N/A	£65,494.80
Maintenance Contribution	£63,216	£18,114	£56,800	£138,130
Additional Open Space Maintenance Contribution	Additional sqm x £175.60	Additional Sqm x £10.80	Additional sqm x £8.60	

1.2 To submit the On Site Open Space Area Scheme to the Borough Council for written approval on submission of the first Reserved Matters Application together with either (i) confirmation that the Owner intends to transfer the On Site Open Space Area(s) to a Management Company in accordance with the provisions set out in Part 3 of this Schedule, or (ii) an offer in writing to transfer

to the Borough Council or any Nominee notified to the Owner by the Borough Council within 14 days of receipt of the Owner's written offer the On Site Open Space Area(s) which offer will be open for acceptance for a period of 56 days from the date of receipt of the offer time being of the essence

- 1.3 Following the laying out of the On Site Open Space Area(s) in accordance with the On Site Open Space Area Scheme the Owner shall serve written notice of practical completion of the On Site Open Space Area(s) on the Borough Council ("the Notice of Practical Completion") which shall propose attendance at the Land to inspect the On Site Open Space Area(s) within 56 days of receipt of the Notice of Practical Completion to enable the Borough Council to consider whether the Provisional Certificate should be issued
- 1.4 If the Borough Council is satisfied that the On Site Open Space Area(s) has been provided laid out and landscaped in accordance with the On Site Open Space Area Scheme as approved by the Borough Council following the inspection resulting from paragraph 1.3 above it shall issue the Provisional Certificate
- 1.5 If the Borough Council is not satisfied that the On Site Open Space Area(s) has been provided laid out and landscaped in accordance with the On Site Open Space Area Scheme as approved by the Borough Council it shall issue to the Owner a list of works required to ensure compliance with the On Site Open Space Area Scheme as approved by the Borough Council ("Remediation Notice") and the Owner upon undertaking of those works shall serve written notice of the completion of those works and propose attendance at the Land to inspect the On Site Open Space Area(s) within 56 days of receipt of the Remediation Notice to enable the Borough Council to consider whether the Remediation Notice has been complied with and the Provisional Certificate should be issued
- 1.6 If the Borough Council is satisfied that the Remediation Notice has been complied with following the inspection resulting from paragraph 1.5 above it shall issue the Provisional Certificate
- 1.7 If the Borough Council is not satisfied that the Remediation Notice has been complied with the process set out in paragraph 1.5 above shall be continued until the Borough Council issues the Provisional Certificate
- 1.8 Not more than 75% of the Dwellings shall be Occupied or permitted to be Occupied until the Provisional Certificate has been issued by the Borough

Council save unless the Borough Council agrees otherwise

- 1.9 To maintain the On Site Open Space Area(s) for a period of 12 months following the issue of the Provisional Certificate 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 agreed with the Borough Council
- 1.10 At the end of the maintenance period referred to in clause 1.9 to serve written notice on the Borough Council to propose attendance at the Land to inspect the On Site Open Space Area(s) within 56 days of receipt of that notice to enable the Borough Council to consider whether the Final Certificate should be issued
- 1.11 If the Borough Council is satisfied that the On Site Open Space Area(s) has been adequately maintained for the period set out in paragraph 1.9 above following the inspection resulting from paragraph 1.10 above it shall issue the Final Certificate
- 1.12 If the Borough Council is not satisfied that the On Site Open Space Area(s) has been adequately maintained for the period set out in paragraph 1.9 above it shall issue to the Owner a list of maintenance works required to enable the Final Certificate to be issued and the Owner upon the undertaking of those works shall serve written notice of the completion of those works and propose attendance at the Land to inspect the On Site Open Space Area(s) within 56 days to enable the Borough Council to consider whether the Final Certificate should now be issued
- 1.13 If the Borough Council is satisfied that the Final Certificate can be issued following completion of the process set out in paragraph 1.12 it shall issue the Final Certificate and if the Borough Council is not satisfied that the Final Certificate can be issued the process set out in paragraph 1.12 above shall be continued until the Borough Council issues the Final Certificate
- 1.14 If the Borough Council or its Nominee has confirmed to the Owner in response to any written offer specified in paragraph 1.2 above that the Borough Council or its Nominee wishes to accept a transfer of the On Site Open Space Area(s) the Owner will transfer to the Borough Council or its Nominee (as appropriate) the On Site Open Space Area(s) within 6 months of the issue of the Final

Certificate in accordance with the requirements of Part 4 of this Schedule and:

- 1.14.1 for nil consideration
- 1.14.2 free of all financial charges and other encumbrances that may materially affect use of the On Site Open Space Area(s) by the public
- 1.14.3 with vacant possession

1.15 Upon transfer of the On Site Open Space Area(s) to the Borough Council or its Nominee the Owner shall pay:

- 1.15.1 Any stamp duty land tax associated with the transfer (including the reasonable costs and disbursements of the transferee) on execution of the transfer form
- 1.15.2 The On Site Open Space Area Maintenance Contribution and any Additional Open Space Maintenance Contribution to the Borough Council or its Nominee

1.16 Upon transfer of the On Site Open Space Area(s) to a Management Company the Owner shall pay:

- 1.16.1 Any stamp duty land tax associated with the transfer (including the reasonable costs and disbursements of the transferee) on execution of the transfer form
- 1.16.2 The On Site Open Space Area Maintenance Contribution and any Additional Open Space Maintenance Contribution to the Management Company

1.17 In the event that (i) the Owner elects to transfer the On Site Open Space Area(s) to a Management Company or (ii) the Borough Council and any Nominee has confirmed in response to any offer made by the Owner under paragraph 1.2 above that the Borough Council or its Nominee (as appropriate) does not wish to accept a transfer of the On Site Open Space Area(s) the Owner shall not later than two months following issue of the Final Certificate submit the On Site Open Space Area Maintenance Scheme to the Borough Council for approval (such approval not to be unreasonably withheld or delayed) and shall thereafter maintain the On Site Open Space Area(s) in accordance with the On Site Open Space Area Maintenance Scheme as approved by the Borough Council

- 1.18 In the event that (i) the Owner elects to transfer the On Site Open Space Area to a Management Company or (ii) the Borough Council and any Nominee have confirmed in response to any offer made by the Owner under paragraph 1.2 above that the Borough Council or its Nominee (as appropriate) does not wish to accept a transfer of the On Site Open Space Area(s) the Owner shall within 56 days of approval of the On Site Open Space Maintenance Scheme by the Borough Council submit to the Borough Council for approval (such approval not to be unreasonably withheld or delayed) proposals for the Management Company which is to take a transfer of the on Site Open Space Area(s) and shall continue to maintain the On Site Open Space Area(s) in accordance with the On Site Open Space Area Maintenance Scheme until such time that the Borough Council is satisfied that:
- a) the Management Company has been incorporated or appointed and is functioning and there is an obligation on the Management Company to maintain the On Site Open Space Area(s) in accordance with the maintenance provisions of the approved On Site Open Space Area Maintenance Scheme, and
 - b) the On Site Open Space Area(s) has been transferred to the Management Company

Part 2 – Transfer of On Site Open Space Area to the Borough Council

- 1.19 Where the Borough Council or its Nominee has accepted an offer to transfer the On Site Open Space Area(s) to them they will be required to enter into a contract to transfer the same within 4 calendar months of acceptance of such offer and on terms whereby the final transfer is to be completed on the basis set out herein and following the issue of the Final Certificate
- 1.19.1 the transfer of the On Site Open Space Area(s) shall be completed within six (6) months of the issue of the Final Certificate
 - 1.19.2 the Owner will pay the reasonable legal fees of the Borough Council or its Nominee associated with the transfer; and
 - 1.19.3 the Borough Council or its Nominee will be responsible for the management and maintenance for the On Site Open Space Area(s) in perpetuity in accordance with the Second Schedule once the transfer is completed

Part 3 – Transfer of On Site Open Space Area to a Management Company

- 1.20 Following the issuing of the Final Certificate and where the Owner has elected to transfer the On Site Open Space Area(s) to a Management Company or the Borough Council or its Nominee have not accepted an offer made by the Owner under paragraph 1.2 to transfer the On Site Open Space Area(s) to them the Owner shall transfer the On Site Open Space Area(s) to a Management Company which shall be responsible for the maintenance of the On Site Open Space Area(s) who shall thereafter maintain the On Site Open Space Area(s) in accordance with the approved On Site Open Space Area Maintenance Scheme and in accordance with the Second Schedule
- 1.21 The Owner shall not complete a transfer of the On Site Open Space Area(s) to any Management Company until the Borough Council has approved:
- 1.21.1 the details submitted pursuant to sub paragraph 1.21.2 and 1.21.3 below either as part of the approved On Site Open Space Area Maintenance Scheme or separate plan ("the Management Transfer Plan") and shall remain responsible for that maintenance unless the transfer to the Management Company accords with those approved details either in the approved On Site Open Area Maintenance Scheme or Management Transfer Plan as approved by the Borough Council;
 - 1.21.2 details of the identity of the proposed Management Company that is to be responsible for managing and maintaining the On Site Open Space Area(s) with monies received by the Management Company to be used solely for the purposes of management and maintenance of the On Site Open Space Area(s) in accordance with the approved On Site Open Space Area Maintenance Scheme; and
 - 1.21.3 details of the proposed means of funding the ongoing maintenance and management of the On Site Open Space Area(s) in accordance with the approved On Site Open Space Area Maintenance Scheme
- 1.22 The Borough Council shall be provided with information to satisfy it of the following matters:

- (a) The Management Company has been incorporated or appointed and is functioning and there is an obligation on the Management Company to maintain the On Site Open Space Area(s) in accordance with the maintenance provision of the On Site Open Space Area Maintenance Scheme; and
- (b) The On Site Open Space Area(s) has been transferred to the Management Company on the terms set out in this Second Schedule

Part 4 – Transfer of the On Site Open Space Area(s)

- 1.23 The following provisions shall apply to all transfers of the On Site Open Space Area(s) pursuant to this Agreement
- (a) The transfer shall be in accordance with the Law Society's Standard Conditions of Sale (5th Edition) "Standard Conditions" in so far as they are not inconsistent with the terms of this Agreement
 - (b) Standard Conditions 2.1 and 2.2 and 2.3 and 4.3 and 5.2 and 6.1 shall not apply to the transfer
 - (c) The transfer shall include the grant of all reasonable easements and rights to allow the use of the On Site Open Space Area(s) for the purposes specified in this Agreement
 - (d) The transfer shall reserve in favour of the Owner all usual and necessary rights and easements to enable the proper construction and maintenance and use of the Development and to use existing services in so far as they are necessary based upon the final approved layout of the Development and location of the On Site Open Space Area(s)
 - (e) The transfer shall include 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
 - (f) The transfer shall not include any unduly restrictive or burdensome covenant or clause being imposed upon the transferee in addition to the provisions contained in this Schedule
 - (g) The land will be transferred subject to

(i) All local land charges whether or not registered before the date of the transfer and all matters capable of registration as local land charges whether or not actually registered; and

(ii) All notices served and orders and demands and proposals and requirements made by any local or any public authority after the date of this agreement; and

(iii) All actual or proposed orders and directions and notices and charges and restrictions and conditions and agreements and other matters arising under any statute affecting the On Site Open Space Area(s); and

(iv) All rights of way and drainage and watercourses and light or other easements or quasi or reputed easements and rights of adjoining owner affecting the On Site Open Space Area(s) and all liability to repair or covenants to repair paths or ways or passages or fences and other like matters; and

(v) Any interests overriding the title to the On Site Open Space Area(s)

1.24 An indemnity from the transferee to observe and perform the covenants affecting the title to the On Site Open Space Area(s) as at the date of the transfer will be included in the Transfer

1.25 The following covenants will be included in the transfer for the benefit of the Owner's retained land

- (a) Restriction preventing use for any purpose other than public open space; and
- (b) Not to be used for a trade or business; and
- (c) Not to be used for residential purposes; and
- (d) To keep land in good repair and condition; and
- (e) Not to obstruct public highway; and
- (f) To keep and properly maintain the boundaries in good repair and condition; and
- (g) To properly keep and maintain any landscaping; and
- (h) To keep and maintain the land in a clean and tidy condition; and

- (i) Not to cause or knowingly permit any nuisance on the land; and
- (j) On any transfer of the On Site Open Space Area(s) or any part thereof to procure that any transferee shall simultaneously enter into a direct covenant with the owner/Owner of the whole or relevant parts of the retained land to observe and perform the covenants set out in this paragraph 1.25; and
- (k) Not to erect any buildings or other erections except equipment ancillary to the purpose for which the On Site Open Space Area(s) is transferred; and
- (l) A covenant to manage and maintain the On Site Open Space Area(s) in accordance with the approved On Site Open Space Area(s) Maintenance Scheme

THE THIRD SCHEDULE

FIRST HOMES

1 OBLIGATIONS

Unless otherwise agreed in writing by the Borough Council, the Owner for and on behalf of themselves and their successors in title to the Land with the intention that the following provisions shall bind the Land and every part of it into whosoever's hands it may come covenants with the Borough Council as below save that

- 1.1 paragraphs 2, 3, 4 and 5 shall not apply to a First Homes Owner;
- 1.2 paragraphs 6 and 7 apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and
- 1.3 Paragraph 8 applies as set out therein.

2 QUANTUM OF FIRST HOMES

25% Affordable Dwellings on the Land shall be identified reserved and set aside as First Homes in accordance with the approved Affordable Housing Scheme and shall be provided and retained as First Homes in perpetuity subject to the terms of this Schedule.

3 APPEARANCE AND SPECIFICATION

- 3.1 The First Homes shall not be visually distinguishable from the Market Dwellings based upon their external appearance;
- 3.2 The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Dwellings but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted

4. TYPE AND DISTRIBUTION

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

5 DEVELOPMENT STANDARD

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

6. DELIVERY MECHANISM

- 6.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:
 - 6.1.1 the Eligibility Criteria (National); and
 - 6.1.2 the Eligibility Criteria (Local)
- 6.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to Practical Completion) it has not been possible to find a willing purchaser who meets the Eligibility Criteria (Local) (if any), paragraph 6.1.2 shall cease to apply
- 6.3 Subject to paragraphs 6.6 to 6.10, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a Mortgagee
- 6.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:
 - 6.4.1 The Borough Council has been provided with evidence that:
 - 6.4.1.1 the intended purchaser meets the Eligibility Criteria (National) and unless paragraph 6.2 applies meets the Eligibility Criteria (Local)

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

6.4.1.3 the transfer of the First Home includes:

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

b) a definition of "First Homes Provisions" in the following terms:

"means the provisions set out in clause 3.3 and the Third Schedule of the S106 Agreement a copy of which is attached hereto as the Annexure."

c) A definition of "S106 Agreement" which shall be the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) the First Owner (2) the Second Owner (3) the Third Owner (4) the Borough Council and (5) the County Council

d) a provision that the Dwelling is sold subject to and with the benefit of the First Homes Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Dwelling or any part of it other than in accordance with the First Homes Provisions

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

6.4.2 The Borough Council has issued the Compliance Certificate and the Borough Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraphs 6.3 and 6.4.1 have been met

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

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by [Local Authority] of [address] or their conveyancer that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the

Charges Register have been complied with or that they do not apply to the disposition”

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

6.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with paragraphs 6.1 and 6.2 of this Schedule (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with paragraphs 6.3 and 6.4.1; or

6.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in paragraph 6.6.1 before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship

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

6.8 If the Borough Council is satisfied that either of the grounds in paragraph 6.6 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 6.6 that the relevant Dwelling may be Disposed of:

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

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

and on the issue of that written confirmation the obligations in this Agreement which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from paragraph 6.10 which shall cease to apply on receipt of payment by the Borough Council where the relevant Dwelling is disposed of other than as a First Home

6.9 If the Borough Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 6.6 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in

accordance with paragraph 6.6 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Borough Council in accordance with paragraph 6.6 following which the Borough Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home

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

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

6.11.1 within 14 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 6.5 where such restriction has previously been registered against the relevant title

6.11.2 apply all monies received towards the provision of Affordable Housing

6.11 Any person who purchases a First Home free of the restrictions in the Third Schedule of this Agreement pursuant to the provisions in paragraphs 6.9 and 6.10 shall not be liable to pay the Additional First Homes Contribution to the Borough Council

7 USE

Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Agreement save in respect of an Exempt Disposal PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 7.1 – 7.4 below

7.1 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Borough Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years

- 7.2 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Borough Council and the Borough Council consents in writing to the proposed letting or sub-letting. The Borough Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances (a) – (f) below:
- a) the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;
 - b) the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the duration of the letting or sub-letting;
 - c) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;
 - d) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;
 - e) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and
 - f) the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person
- 7.3 A letting or sub-letting permitted pursuant to paragraph 7.1 or 7.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting
- 7.4 Nothing in this paragraph 7 prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence

8 MORTGAGEE EXCLUSION

The obligations in paragraphs 1-7 of this Schedule in relation to First Homes shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual First Home or any persons or bodies deriving title through such Mortgagee or Receiver PROVIDED THAT:

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

- 8.2 once notice of intention to Dispose of the relevant First Home has been given by the Mortgagee or Receiver to the Borough Council the Mortgagee or Receiver shall be free to sell that First Home at its full Market Value and subject only to paragraph 8.3
- 8.3 following the Disposal of the relevant First Home the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Borough Council the Additional First Homes Contribution within twenty eight (28) days of such Disposal
- 8.4 following receipt of notification of the Disposal of the relevant First Home the Borough Council shall:
- 8.4.1 within 14 days issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 6.5; and
- 8.4.2 apply all such monies received towards the provision of Affordable Housing

9 EXEMPT DISPOSALS

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

IN WITNESS whereof the parties hereto have executed this Agreement as a Deed on the date first above written

EXECUTED as a deed by

GLADMAN DEVELOPMENTS LIMITED

Acting by a power of attorney dated 14 July 2025:

Attorney

(signature)

(print name)

(position)

In the presence of:

Signature of witness

Name (IN BLOCK CAPITALS)

Address

Occupation

Attorney

(signature)

(print name)

(position)

In the presence of:

Signature of witness

Name (IN BLOCK CAPITALS)

Address

Occupation

SIGNED as a DEED by

RONALD JAMES GOODWIN

In the presence of:

Signature of witness

Name (IN BLOCK CAPITALS)

Address

Occupation

SIGNED as a DEED by

GRACE DOROTHY GOODWIN

In the presence of:

Signature of witness

Name (IN BLOCK CAPITALS)

Address

Occupation

SIGNED as a DEED by

MELANIE VIOLET BENEKE-ORR

In the presence of:

Signature of witness

Name (IN BLOCK CAPITALS)

Address

Occupation

SIGNED as a DEED by

KARENA JUNE TOONE

In the presence of:

Signature of witness

Name (IN BLOCK CAPITALS)

Address

Occupation

THE COMMON SEAL OF **HINCKLEY & BOSWORTH**

BOROUGH COUNCIL was hereunto affixed in the presence of:

Authorised Signatory

THE COMMON SEAL of **LEICESTERSHIRE COUNTY**

COUNCIL was hereunto affixed in the presence of:

Authorised Signatory