

DATED

2025

NORTH HERTFORDSHIRE DISTRICT COUNCIL

and

JEAN MARGARET BULLARD

and

QUANTA HOMES 6 LIMITED

DEED

Under Section 106 and Section 106A of the Town & Country
Planning Act 1990 relating to land at Kelshall Road,
Therfield, Hertfordshire

Legal Services
North Hertfordshire
District Council
Council Offices, Gernon
Road Letchworth Garden
City Hertfordshire SG6 3JF
(Ref: 24/02606/FP)

THIS DEED is made the _____ day of _____ 2025

BETWEEN:

- 1 **NORTH HERTFORDSHIRE DISTRICT COUNCIL** of Council Offices Gernon
Road Letchworth Garden City Hertfordshire SG6 3JF (the "**Council**");
- 2 **JEAN MARGARET BULLARD** of 1 The Grange, Therfield,
Royston SG8 9QG (the "**Owner**"); and
- 3 **QUANTA HOMES 6 LIMITED** (Co. Regn. No. 10553092) whose
registered office is at 124 City Road, London England EC1V 2NX
(the "**Developer**")

together the "Parties".

RECITALS

- A The Council is the local planning authority for the Site for the purposes of the Act.
- B The Council is a principal council for the purposes of the Local Government Act 1972.
- C The Owner is the registered freehold proprietor of the Site registered at HM Land Registry under Title Number HD307468 free from encumbrances that would prevent the Owner from entering into this Deed.
- D The Developer has an interest in the Site under an option to purchase the Site in an option agreement dated 27 September 2018.
- E On 29 November 2024 the Developer submitted the Application to the Council for Planning Permission for the Development.
- F The Council is disposed to grant planning permission in respect of the Development and has agreed to confirm that the restrictive and other covenants in the Original Agreement (as amended by the First Deed of Variation) shall cease to be enforced insofar as they relate to the Site in order to enable the Development to go ahead.
- G The Owner enters into this Deed to make provision for regulating the Development and securing the matters hereinafter referred to which are

required in order to enable the Development to go ahead and following the Practical Completion of the Development, this Deed shall supersede the Original Agreement in relation to the Site.

OPERATIVE PROVISIONS:

WORDS AND EXPRESSIONS

1. In this Deed the following expressions shall have the following meanings unless inconsistent with the text:

"Act"

means the Town and Country Planning Act 1990 as amended;

"Application"

means the application for detailed planning permission for the Development submitted to the Council with the application plans and other materials on 29 November 2024 and allocated reference number 24/02606/FP;

"Biodiversity Gain Land Monitoring Contribution"

means the sum of £3,710 (three thousand seven hundred and ten pounds) to be paid by the Owner to the Council to be applied by the Council as a financial contribution towards the Council's costs of monitoring compliance with the Biodiversity Gain Plan;

"Biodiversity Gain Plan"

means the plan submitted in accordance with a condition of the Planning Permission, and approved by the Council, to satisfy the Development's biodiversity net gain requirements pursuant to Schedule 7A of the Act;

"BNG Land"

the land within the Site as shown edged green on Plan 2 that is to be reserved for provision of habitat and enhancement works for the implementation of the Biodiversity Gain Plan;

"Commencement"

means the carrying out by any person (which for the avoidance of doubt may or may not be a Party to this Deed or their agents or representatives) of a

material operation comprised in the Development within the meaning of Section 56 of the Act;

"Construction Period"

means the period of construction of the Development between Commencement of Development and Practical Completion of the Development;

"Development"

means the development authorised by the Planning Permission and described as the erection of three detached dwellings (1 x 4-bed, 1 x 5-bed and 1 x 6-bed) with associated infrastructure and landscaping within the Application;

"Dwelling"

means an individual residential unit permitted as part of the Development and **"Dwellings"** shall be construed accordingly;

"First Deed of Variation"

means the first deed of variation made pursuant to Section 106 and Section 106A of the Act between the Council and David Miller dated 4 March 1996 that varied the Original Agreement;

"Original Agreement"

means the agreement made pursuant to Section 106 of the Act between the Council and David Miller dated 6th August 1993 as varied by the First Deed of Variation;

"Plan 1"

means the plan attached to this Deed and numbered Plan 1;

"Plan 2"

means the plan attached to this Deed and numbered Plan 2;

"Planning Permission"

means the planning permission granted by the Council in pursuance of the Application a draft of which is attached at Schedule One;

"Practical Completion"

means the issue of a certificate of practical completion by the Owner's architect certifying the completion of any part of the Development so that such part can be used for the purpose and operate in the manner for which it was designed and "Practically Complete" and "Practically Completed" shall be construed accordingly;

"Site"

the land known as land at Kelshall Road, Therfield as registered at the Land Registry under title number HD307468 which for identification purposes only is shown edged red on Plan 1;

2. Where the context provides:

- 2.1 words of the masculine gender shall incorporate the feminine gender and words of the singular shall include the plural and vice versa;
- 2.2 references to any Party means a party to this Deed and in the case of the Owner shall include its successors in title and assigns and any persons deriving title through or under them and in the case of the Council shall include successors to their respective functions;
- 2.3 where a Party includes more than one person any obligations of that Party shall be joint and several;
- 2.4 any reference to any statute or any section of a statute includes any statutory re-enactment or modification;
- 2.5 any reference to clauses and schedules are references to clauses and schedules to this Deed;
- 2.6 headings in the Deed shall not form part of or affect its construction;
- 2.7 where a Party is required to give consent or approval by any specific provision of this Deed such consent or approval shall not be unreasonably withheld or delayed;
- 2.8 any provision of this Deed which is or may be unlawful void or unenforceable shall to the extent of such unlawfulness invalidity or unenforceability be deemed severable and shall not affect any other provision of this Deed; and

- 2.9 any covenant by the Owner not to do any act or thing includes a covenant not to permit, allow or suffer the doing of that act or thing.

3. STATUTORY PROVISIONS AND COVENANTS

- 3.1 This Deed 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 Deed are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council against the Owner and each of their successors in title and assigns to each and every part of the Site and any person deriving title to each and every part of the Site through or under the Owner.
- 3.2 To the extent that any of the obligations in this Deed 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 section 1 of the Localism Act 2011 and all other enabling powers.
- 3.3 The Owner enters into the obligations for itself and its successors in title with the Council to the intent that the obligations hereunder shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Site or any part thereof PROVIDED THAT the obligations and restrictions in this Deed shall not be enforceable against a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker or in respect of any easements relating to cables, pipes or other service media running under the Site nor enforceable against any highway authority which may be responsible for any public highway maintainable at the public expense.
- 3.4 The parties confirm that nothing in this Deed effects the Original Agreement (as amended by the First Deed of Variation) in relation to land that is bound by the Original Agreement (as amended by the First Deed of Variation) that is outside of the Site and the covenants that relate to that land shall continue in full force and effect.

4. LEGAL EFFECT AND CONDITIONALITY

4.1 The provisions of clauses 11, 12 and 14.4 shall come into effect immediately upon completion of this Deed.

4.2 Save for Clause 4.1, this Deed is conditional upon:

- a) the grant of the Planning Permission; and
- b) the Commencement of the Development

4.3 Upon Commencement of the Development:

- a) in respect of the Site, the Council shall cease to enforce the provisions in the Original Agreement (as amended by the First Deed of Variation) during the Construction Period that relate to the Site PROVIDED THAT the Site shall only be used for the construction of the Development in accordance with the Planning Permission and any uses ancillary to the construction of the Development;

4.4 Upon Practical Completion of the Development:

- a) in respect of the Site, the Council confirms to the Owner and their successors in title to the Site that the covenants and obligations within the Original Agreement (as amended by the First Deed of Variation) that relate to the Site shall cease to be enforced in perpetuity PROVIDED THAT Clause 2 of the Original Agreement (revocation of agreement dated 15th September 1978) shall remain in effect;

The Owner covenants with the Council to observe the restrictions and to perform the obligations and activities specified in Schedule Two to this Deed.

6. EXERCISE OF THE POWERS OF THE COUNCIL

Nothing in this Deed whether express or implied shall prejudice or affect the rights discretion powers duties and obligations of the Council under any statute, bye-law, statutory instrument, order or regulation in the exercise of its functions as local planning authority or principal council.

7. WAIVER

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

of any of the covenants.

8. CONSENTS

- 8.1 The Developer consents to the execution of this Deed and acknowledges that the Site shall be bound by the restrictions and covenants contained in this Deed and agrees its rights in relation to the Site shall be deferred and that planning obligations in favour of the Council shall have priority and it is acknowledged that the Developer enters into this Deed in order to give consent to its terms only and will not be bound by its terms unless it acquires a freehold or long leasehold interest in the Site.
- 8.2 The Owner warrants and confirms that it has obtained all necessary permissions and consents to it entering into this Deed.
- 8.3 The Owner warrants and confirms that it is the freehold owner of the Site with full power to enter into this Deed.
- 8.4 The Owner warrants and confirms that the Site is free from all mortgages charges or other encumbrances and that no other person apart from the Developer has an interest in the Site whose consent is necessary to make this Deed binding on the Site and all estates and interests in it.

9. SUCCESSORS IN TITLE

No person shall be liable for breach of any covenants or obligations in this Deed occurring after the date on which they have parted with their interest in the Site or any part to which such breach relates PROVIDED THAT they will remain liable for any breach occurring before that date. Neither the reservation of rights nor the inclusion of any covenants or restrictions over the Site in any transfer of the Site will constitute an interest for the purposes of this Clause.

10. PLANNING PERMISSION

- 10.1 This Deed shall cease to have effect if the Planning Permission is quashed, revoked, expires, is modified by any statutory procedure without the consent of the Owner or is otherwise withdrawn.

11. COSTS

- 11.1 The Owner shall pay the Council's reasonable legal costs plus disbursements incurred in connection with the preparation negotiation and completion of this Deed immediately upon completion of this Deed.

12. REGISTRATION OF THIS DEED

This Deed shall be registrable as a local land charge by the Council as local planning authority following completion of this Deed

13. THIRD PARTIES

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 1999 nothing in this Deed confers or purports to confer any right to enforce any of the terms and provisions herein on any person who is not a Party hereto or a successor in title to a Party hereto.

14. NOTICE

The Owner shall give the Council written notice within 7 days of:

- 14.1 the Commencement of the Development;
- 14.2 the Practical Completion of each Dwelling;
- 14.3 the Practical Completion of the Development; and
- 14.4 any change of any interests in the Site occurring before the completion of the Development such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the Site purchased by reference to a plan.

15.SERVICE OF NOTICES AND DOCUMENTS

Any notice required or authorised to be given by any Party shall be in writing in the form of proforma set out in Schedule Three and shall contain the Application reference number 24/02606/FP and reference to the date of this Deed and such notice shall be sufficiently given if sent by first class post or facsimile to the following persons

The Council Development Control and Conservation Manager North
Hertfordshire District Council Council Offices Gernon Road
Letchworth Garden City Hertfordshire SG6 3JF ref:
24/02606/FP

The Owner _____ at the address on the page 2 of this Deed

16 DETERMINATION OF DISPUTES

In the event of there being a dispute arising out of this Deed or the subject

matter thereof the following provisions shall apply:

- 16.1 The parties shall use their reasonable endeavours to resolve the dispute by agreement
- 16.2 If agreement cannot be reached the matter in dispute shall be referred to and settled by some independent and fit person holding appropriate professional qualifications to be appointed (in the absence of agreement) by the President (or equivalent person) for the time being of the professional body chiefly relevant in England to such qualifications and such person shall act as an expert on the application of either party after giving notice in writing to the other party to this Deed
- 16.3 The person to be appointed pursuant to Clause 16.2 shall be a person having ten years or more post qualification experience of projects comprising works of the scale and nature of the Development
- 16.4 Reference to the expert shall be on terms that determination shall take place within 28 working days of the expert accepting his instructions
- 16.5 The expert shall have the power to award costs of the determination in favour of either party to the dispute at the expense of the other party and failing such determination such costs shall be borne by the parties in equal shares
- 16.6 The expert shall be limited in his findings to the matter in dispute referred to him and shall provide written reasons for his decision
- 16.7 The findings of the expert shall (other than in the case of a manifest material error) be final and binding on the parties to the dispute

17 MISCELLANEOUS

- 17.1 Without prejudice to the Council's statutory rights the Owner hereby grants to the Council or any person duly authorised or instructed by it an irrevocable licence at all reasonable times to enter any part of the Site to inspect any of the works carried out or to be carried for the purposes of the Development and any materials used or to be used in carrying out those works for any purpose directly or indirectly connected with or contemplated by this Deed provided that the Council gives the Owner two days notice and complies with any reasonable on site health and safety requirements of the Owner during any such inspection.
- 17.2 At the written request of the Owners at any time after the planning

obligations have been fully and satisfactorily discharged/performed, the Council may issue the Owner with written confirmation of the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.

17.3 Nothing in this Deed shall be construed as affecting prohibiting or limiting any rights to develop any part of the Site in accordance with a planning permission (other than the Planning Permission subject to clause 18) granted whether before or after the date of this Deed by the Council or any other competent authority.

17.4 Where any approval, agreement, consent, confirmation or expression of satisfaction is required under the terms of this Deed the request for it shall be made in writing and where a request is made the approval, agreement, consent, confirmation or expression of satisfaction shall not be unreasonably withheld or delayed.

18 SECTION 73

18.1 In the event that the Council shall at any time hereafter grant a planning permission pursuant to an application made under Section 73 of the Act (or any re-enactment or replacement) in respect of the conditions in the Planning Permission references in this Deed to the Planning Application and the Planning Permission shall be deemed to include any such subsequent planning applications and planning permissions granted as aforesaid and this Deed shall henceforth take effect and be read and construed accordingly.

19 JURISDICTION

19.1 This Deed is to be governed by and interpreted in accordance with the laws of England.

19.2 The Courts of England are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Deed. This clause operates for the benefit of the Council who retain the right to sue and enforce any judgment against the Owner in the courts of any competent jurisdiction.

20 EXECUTION

The parties have executed this Deed as a deed and it is delivered on the date set out above.

SCHEDULE ONE
DRAFT PLANNING PERMISSION

SCHEDULE TWO

OWNER'S COVENANTS TO THE COUNCIL

Biodiversity Net Gain

1. The Owner covenants with the Council:
 - 1.1 to pay the Biodiversity Gain Land Monitoring Contribution to the Council prior to Occupation of any Dwelling;
 - 1.2 upon Practical Completion of the Development not to use the BNG Land for any use or purpose other than as approved by the Council in the Biodiversity Gain Plan; and
 - 1.3 ensure that upon completion of the habitat creation and enhancement works in accordance with the Biodiversity Gain Plan that the BNG Land is managed and maintained for 30 years in accordance with the Biodiversity Gain Plan.

SCHEDULE THREE

PROFORMA

EVENT NOTIFICATION AND PAYMENT

PURSUANT TO SECTION 106

AGREEMENT

DATED

MADE BETWEEN

PLANNING PERMISSION REFERENCE.....

HCC DU REFERENCE

SITE ADDRESS

.....

.....

.....

.....SITE OWNER DETAILS

Name

Contact name

Address

.....

.....

.....Telephone nos.

Main

Mobile

Email

EVENTS BEING NOTIFIED

Commencement Date – date :.....

Practical Completion of Dwelling (Number if relevant) – date:.....

Practical Completion of the Development – date:

EXECUTED and DELIVERED as a **DEED** on the date of this document

EXECUTED under the Common Seal
of **NORTH HERTFORDSHIRE**
DISTRICT COUNCIL
in the presence of:

Duly Authorised Officer

EXECUTED AS A DEED by **JEAN**)
MARGARET BULLARD)
in the presence of)

Witness signature:

Address:

EXECUTED as a **DEED** by
QUANTA HOMES 6 LIMITED
Acting by two Directors/a
Director and its Secretary

Director

Director/Secretary