

Dated

2025

(1) South Holland District Council

and

(2) Stinders Homes SPV 1 Limited

and

(3) Salboy Partnerships Limited

DEED OF VARIATION
Sections 106 and 106A of the Town and Country Planning Act 1990

**Relating to Section 106 Agreement for land adjacent to
Crossroads Nursery, Main Road, Quadring**

**South Holland District Council
Council Offices
Priory Road
Spalding
PE11 2XE**

SHDC Reference: LD/H15-0022-24

Date

2025

BETWEEN

- (1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the District Council");
- (2) **STINDERS HOMES SPV 1 LIMITED** (Company Registration No. 13691184) of Unit 3, Birchwood One Business Park, Dewhurst Road, Birchwood, Warrington, WA3 7GB ("the Owner"); and
- (3) **SALBOY PARTNERSHIPS LIMITED** (Company Registration No. 13626842) of Unit 3, Birchwood One Business Park, Dewhurst Road, Birchwood, Warrington, WA3 7GB ("the Mortgagee")

together referred to as "the Parties"

BACKGROUND

- (A) The District Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Land is situated.
- (B) The Owner is the freehold owner of the Land registered at HM Land Registry under Title Number LL411726 which is subject to a registered charge in favour of the Mortgagee dated 7 March 2021 referred to in entry number 3 of the charges register of title number LL411726.
- (C) On 25 August 2022 the Parties entered into the Original Agreement.
- (D) On 10 January 2024 the Council accepted the Section 106A Modification Application submitted by the Owner.
- (E) The purpose of this Agreement is to secure the removal to the affordable housing provisions within the Original Agreement pursuant to the S.106A Modification Application.
- (F) Without prejudice to the terms of the other covenants contained in the Original Agreement the Parties have agreed to vary the terms of the Original Agreement as set out in this Deed.
- (G) The Parties have agreed to enter into this Deed to give its consent to the terms of this Deed.
- (H) This Deed is made under section 106 and 106A of the 1990 Act and is supplemental to the Original Agreement.

NOW THIS DEED WITNESSES AS FOLLOWS:**1. DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings:

"Original Agreement"	means the agreement made under section 106 of the 1990 Act dated 25 August 2022 (signed in counterparts) relating to land adjacent to Crossroads Nurseries, Main Road, Quadring, Spalding and made between the Parties
"S.106A Modification Application"	means the application for the modification or discharge of planning obligations submitted by the Owner to the Council and accepted on 10 January 2024 to remove of Affordable Housing provisions to be provided via the provisions of the Original Agreement and allocated reference number H15-0022-24

2. CONSTRUCTION OF THIS DEED

- 2.1 Unless the context otherwise requires and save as herein varied all words and phrases defined in the Original Agreement shall have the same meaning in this Deed.
- 2.2 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, schedule or recital in this Deed.
- 2.3 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.4 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably.

- 2.5 Any reference to an Act of Parliament shall include any modification, extension or re-enactment of that act for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that act or deriving validity from it.
- 2.6 References to any party to this Deed shall include the successors in title to that party and to any deriving title through or under that party to the Site or any part thereof and in the case of the District Council and the County Council, successors to their functions.

3. LEGAL BASIS

- 3.1 This Deed is made pursuant to Sections 106 and 106A of the 1990 Act, Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers with the intent that the covenants and obligations shall run with the Site.
- 3.2 This Deed shall take effect upon the date that it is executed.

4. VARIATIONS TO THE ORIGINAL AGREEMENT

- 4.1 The following definitions shall be added to the Original Agreement:

"Original Agreement"	means the agreement made under section 106 of the 1990 Act dated 25 August 2022 (signed in counterparts) relating to land adjacent to Crossroads Nurseries, Main Road, Quadring, Spalding and made between the Parties
"S.106A Modification Application"	means the application for the modification or discharge of planning obligations submitted by the Owner to the Council and accepted on 10 January 2024 to remove of Affordable Housing provisions to be provided via the provisions of the Original Agreement and

	allocated reference number H15-0022-24
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4.2 The following definitions in Clause 1 in the Original Agreement shall be deleted in their entirety:

- 4.2.1 “Affordable Dwellings”
- 4.2.2 “Affordable Housing”
- 4.2.3 “Affordable Housing Contribution”
- 4.2.4 “Affordable Housing Plan”
- 4.2.5 “Affordable Housing Provider”
- 4.2.6 “Affordable Housing Scheme”
- 4.2.7 “Affordable Rent Dwelling”
- 4.2.8 “Chargee”
- 4.2.9 “Eligible Household”
- 4.2.10 “Homes England”
- 4.2.11 “Intermediate Dwellings”
- 4.2.12 “Market Dwelling”
- 4.2.13 “the Nomination Agreement”
- 4.2.14 “Protected Person”
- 4.2.15 “Rented Dwellings”
- 4.2.16 “Shared Ownership Dwellings”
- 4.2.17 “Shared Ownership Lease”
- 4.2.18 “Social Rented Dwellings”

4.3 Clause 9.8.1 of the Original Agreement shall be deleted in its entirety and replaced with:

“9.8.1 owners occupiers or tenants of Dwellings nor against those deriving title from them”.

4.4 Clause 9.9 of the Original Agreement shall be deleted in its entirety.

4.5 The covenants in Schedule 3 paragraph 1 relating to “Affordable Housing” in

the Original Agreement shall be deleted in their entirety.

- 4.6 The covenants in Schedule 4 paragraph 1 relating to “Affordable Housing” in the Original Agreement shall be deleted in their entirety.
- 4.7 Schedule 5 in the Original Agreement shall be deleted in its entirety.
- 4.8 Annex A in the Original Agreement shall be deleted in its entirety
- 4.9 Annex B in the Original Agreement shall be deleted in its entirety.
- 4.10 In all other respects the Original Agreement (as varied by this Deed) shall remain in full force and effect.

5. THE OWNERS’ COVENANTS

- 5.1 The Owner covenants to observe and perform the covenants, restrictions and obligations contained in the Original Agreement as varied by this Deed.

6. LOCAL LAND CHARGE

- 6.1 This Deed shall be registerable as a local land charge by the District Council.

7. LEGAL COSTS

- 7.1 The Owner shall pay to the Council on or before the date of this Deed:
 - (a) the Council their reasonable legal costs of £675 together with all reasonable disbursements that have been incurred in the negotiation and completion of this Deed; and
 - (b) the sum of £440 as a contribution towards the Council’s costs in monitoring the implementation of this Deed.

8. VAT

- 8.1 Any consideration given under this Deed shall be done in such a way that the VAT liability is borne by the Owner.

9. THIRD PARTY RIGHTS

- 9.1 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

10. JURISDICTION

- 10.1 This Deed is governed by and interpreted in accordance with the laws of England

11. MORTGAGEE'S CONSENT

- 11.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Land shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Land shall take effect subject to this Deed **PROVIDED THAT** the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Land in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

12. EXECUTION AND DELIVERY

- 12.1 This Deed is executed as a deed by the Parties and is delivered on the date first hereinbefore written

IN WITNESS whereof the Parties hereto have executed this Deed on the day and year first before written.

The **COMMON SEAL** of **SOUTH HOLLAND DISTRICT COUNCIL**

was hereunto affixed

in the presence of:

Authorised Signatory

EXECUTED as a **DEED** by
STINDERS HOMES SPV 1
LIMITED acting by a Director
in the presence of:

Witness Signature:
Witness Name:
Witness Address:
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EXECUTED as a **DEED** by
SALBOY PARTNERSHIPS
LIMITED acting by a Director
in the presence of:

Witness Signature:
Witness Name:
Witness Address:
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