

Dated 21st November

2025

(1) South Holland District Council

and

(2) Stinders Homes SPV 1 Limited

and

(3) Salboy Partnerships Limited

DEED OF RELEASE
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**

THIS AGREEMENT IS SIGNED IN COUNTERPARTS

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

SHDC Reference: LD/H15-0022-24

Date 21st November

2025

BETWEEN

- (1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the Council");
- (2) **STINDERS HOMES SPV 1 LIMITED** (Company Registration No. 13691184) of Unit 2 Block C, 14 Hulme Street, Salford, Greater Manchester, England, M5 4ZG ("the Owner"); and
- (3) **SALBOY PARTNERSHIPS LIMITED** (Company Registration No. 13626842) of Unit 2 Block C, 14 Hulme Street, Salford, Greater Manchester, England, M5 4ZG ("the Mortgagee")

together referred to as "the Parties"

BACKGROUND

- (A) The Council is the Local Planning Authority for the purposes of the 1990 Act for the area within which the Land is situated.
- (B) The Land being:
 - a. the freehold 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; and
 - b. the freehold land which comprising dwellings which were part of the freehold land registered at HM Land Registry under Title Number LL411726 when the Existing Obligation was entered into .
- (C) On 25 August 2022 the Parties entered into the Existing Obligation.
- (D) The Council acknowledges that, by virtue of the Existing Obligation, a prior planning obligation contained in the s106 Agreement dated 12th September 2019 and made between (1) the Council and (2) Susan Victoria Bingham and (3) Lloyds Bank plc as varied by a Deed of Variation dated 21 December 2021 made between the Council (1) Henry John William Bingham (2) and Lloyds Bank plc (3) in respect of planning applications H15-1207-18 and H15-0538-21 was replaced and the obligations contained therein released.

- (E) Part of the Land comprising dwellings known as 7 Primrose Close and 4, 6, 8, 9, 11, 13, 15, 17 and 19 Tulip Road, Quadring, Spalding (which was part of the freehold land registered at HM Land Registry under Title Number LL411726 when the Existing Obligation was entered into) is now registered at HM Land Registry under Title Number LL434129 in the name of the Second Owner (as defined below)
- (F) The Council is willing to release and discharge the Land from the Existing Obligation in accordance with the covenants and conditions contained or referred to in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

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

"Act"	means the Town and Country Planning Act 1990 (as amended)
"Deed"	means this deed
"Existing Obligation"	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
"Land"	a. the freehold land now 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; and

	b. the freehold land comprising dwellings known as 7 Primrose Close and 4, 6, 8, 9, 11, 13, 15, 17 and 19 Tulip Road, Quadring, Spalding which was part of the freehold land registered at HM Land Registry under Title Number LL411726 when the Existing Obligation was entered into (but is now registered at HM Land Registry under Title Number LL434129)
"Second Owner"	means SALBOY EAST MIDLANDS BTL SPV LIMITED (Company Registration No. 16104575) of Unit 2 Block C, 14 Hulme Street, Salford, Greater Manchester, England, M5 4ZG

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 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. THE COUNCIL'S COVENANTS

- 4.1 The Council covenants with the Owner and separately with the Second Owner that immediately upon execution of this Deed by the Parties to release and discharge the planning obligations referred to in clause 5, clause 6, clause 7.2 Schedule 3 and Schedule 4 of the Existing Obligation (and for the avoidance of doubt Schedule 5 shall no longer apply) in relation to the Land.
- 4.2 The Council covenants to remove all references to the Existing Obligation from the register of local land charges in respect of the Land.
- 4.3 The Second Owner has joined in this Deed to take the benefit of the Council's covenants in clauses 4.1 and 4.2 above.

5. LEGAL COSTS

- 5.1 The Owner shall pay to the Council on or before the date of this Deed the Council's reasonable legal costs of £675 together with all reasonable disbursements (if any) that have been incurred in connection with the preparation, completion and registration of this Deed.

6. LOCAL LAND CHARGES

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

7. THIRD PARTY RIGHTS

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

8. MISCELLANEOUS

- 8.1 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

9. DISPUTE RESOLUTION

- 9.1 Any dispute, controversy or claim arising out of or relating to this Deed, including any question regarding its breach, existence, validity or termination or the legal relationships established by this Deed shall be finally resolved by arbitration in accordance with the Arbitration Act 1996. It is agreed that:

- (a) the tribunal shall consist of one arbitrator appointed jointly by the Parties;
- (b) in default of the Parties' agreement as to the arbitrator the arbitrator shall be appointed on either party's request by the President for the time being of the Law Society;
- (c) the costs of the arbitration shall be payable by the Parties in the proportions determined by the arbitrator (or if the arbitrator makes no direction then equally).

10. VAT

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

11. JURISDICTION

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

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

13. COUNTERPARTS

13.1 This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicated original but all counterparts together shall constitute the one Deed.

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:

DocuSigned by:
Joanne Ismail
BC26DBB245D64E9...

Witness Signature:

Witness Name:

Witness Address:

Signed by:
Louise Lukow
D36648518B0245A...
Louise Lukow
Unit 2, Block C, 14 Hulme Street
Manchester
M5 4ZG

EXECUTED as a **DEED** by
SALBOY PARTNERSHIPS

LIMITED acting by a Director
in the presence of:

DocuSigned by:
Joanne Ismail
BC26DBB245D64E9...

Witness Signature:

Signed by:
Louise Lukow
D36648518B0245A...

Witness Name:

Louise Lukow

Witness Address:

Unit 2, Block C, 14 Hulme Street
Manchester
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EXECUTED as a **DEED** by
SALBOY EAST MIDLANDS BTL SPV LIMITED

acting by a Director
in the presence of:

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Witness Signature:

Signed by:
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