

Dated ~~4 November~~ 25<sup>th</sup> November 2025



- (1) GREEN PARK ONE LTD
- (2) PONTIS CAPITAL LIMITED

- TO -

- (3) HINCKLEY & BOSWORTH BOROUGH COUNCIL

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**Unilateral Undertaking**

**Made pursuant to s.106 of the Town and  
Country Planning Act 1990 (as amended)**

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Relating to

**Land at Home Farm, Markfield Road,  
Groby, Leicester LE6 0FT**

Hinckley & Bosworth Borough Council  
Hinckley Hub, Rugby Road, Hinckley LE10 0FR  
Planning Application Reference: 25/00374/OUT

25<sup>m</sup>

THIS DEED is made the ~~4<sup>th</sup>~~ day of November



2025

**FROM**

|     |   |
|-----|---|
| (1) | <b>GREEN PARK ONE LTD</b> (Co. Regn. No. 13295431) of Dept 3591, 601 International House, 223 Regent Street, London W1B 2QD ("Owner") |
| (2) | <b>PONTIS CAPITAL LIMITED</b> (Co. Regn. No. 13813866) of Edward Hyde Building, 38 Claredon Road, Watford WD17 1JW ("Chargee")        |

**TO**

|     |   |
|-----|---|
| (3) | <b>HINCKLEY &amp; BOSWORTH BOROUGH COUNCIL</b> of Hinckley Hub, Rugby Road, Hinckley LE10 0FR ("Council") |
|-----|---|

**INTRODUCTION**

- 1 The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated.
- 2 The Owner is the freehold owner of the Site as set out in the First Schedule
- 3 The Chargee is the registered proprietor of a charge dated the 28<sup>th</sup> January 2022 numbered 5 in the charges register of LT495186 and by being party to this agreement the Chargee hereby give their consent to enter into this Deed.
- 4 The Owner submitted the Application to the Council on 7 April 2025 and on the 15 April 2025 the Council validated the Application and now requires the obligation set out in this Deed to issue the Planning Permission.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**OPERATIVE PART**

**1 DEFINITIONS**

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

|                                      |  |
|--------------------------------------|--|
| <b>“Act”</b>                         | means the Town and Country Planning Act 1990 together with all amendments thereto  |
| <b>“Application”</b>                 | means the application for planning permission for the Development received by the Council on 7 April 2025 and allocated reference number 25/00374/OUT  |
| <b>“Commencement of Development”</b> | means the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, ecological assessment and mitigation works, remedial work in respect of any contamination or other adverse ground conditions, diversion and laying of services, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and “Commence Development” shall be construed accordingly |
| <b>“Completed”</b>                   | means in respect of the Dwelling the issuance of a Building Control Completion Certificate or a cover note or equivalent by a reputable build warranty provider and “Completion” and “Complete” shall be construed accordingly   |

|                                 |   |
|---------------------------------|---|
| <b>“Compliance Certificate”</b> | means a certificate issued under regulation 17 of the Building Regulations (completion certificate) or Section 51 of the Building Act 1984 (final certificates)   |
| <b>“Custom-Build Dwelling”</b>  | means a Dwelling to be either constructed or commissioned by a First Occupier who intends to live in the said Dwelling and which meets the definition of Self-Build and Custom Housebuilding.   |
| <b>“Custom-Build Plot”</b>      | means a plot on the Development on which the Self-Build Dwelling is to be constructed and which has unfettered access for vehicles and pedestrians to a public highway, and at least mains water and mains electricity supply available at the plot boundary.                   |
| <b>‘Development’</b>            | means the erection of two custom-build dwellings (outline application with all matters reserved except landscaping and access)  |
| <b>“Dwelling”</b>               | means a dwelling (including a house, flat or maisonette) to be constructed pursuant to the Planning Permission or any reserved matters approval consequent thereto which shall be delivered as a Custom-Build Dwelling and “Dwellings” shall be construed accordingly           |
| <b>“First Occupier”</b>         | means any person or persons who take first occupation of the Dwelling as owner having either commissioned a specialist developer to help deliver it as their home, or having personally attended to, managed or co-ordinated the construction of the Dwelling as their own home |

|   |   |
|---|---|
| <p><b>“Occupation” and “Occupied”</b></p>           | <p>means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations.</p> |
| <p><b>“Plan”</b></p>                                | <p>means Site Location Plan Reference A-E10-001 dated 28 Jan 2025 attached to this Deed at Appendix 1</p>   |
| <p><b>‘Reserved Matters Approval’</b></p>           | <p>means a reserved matters approval issued by the Council pursuant to an application for approval of reserved matters pursuant to the Planning Permission</p>  |
| <p><b>“Site”</b></p>                                | <p>land at Home Farm, Markfield Road, Groby, Leicester LE6 0FT as shown for identification purposes outlined red on the Plan</p>  |
| <p><b>“Self-Build and Custom Housebuilding”</b></p> | <p>means self-build and custom housebuilding as defined by Section 1 of the Self Build and Custom Housing Building Act 2015 (as amended) by the Housing and Planning Act 2016 and the Community Infrastructure Levy Regulations 2010.</p>                           |

**2. CONSTRUCTION OF THIS DEED**

- 2.1 Where in this Deed reference is made to any clause, paragraph or schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.

- 2.3 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 interchangeable in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 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 and in the case of the Council and County Council the successors to their respective statutory functions.

### **3 LEGAL BASIS**

- 3.1 This Deed is made pursuant to Section 106 of the Act.

### **4 CONDITIONALITY**

- 4.1 This Deed is conditional upon:
- 4.1.1 the grant of the Planning Permission; and
  - 4.1.2 the Commencement of Development

### **5 THE OWNERS' COVENANTS**

- 5.1 The Owner covenants with the Council as set out in the Second Schedule.
- 5.2 The Owner shall give the Head of Planning of the Council fourteen (14) days' notice in advance of the Commencement of Development.
- 5.3 The Owner shall give the Head of Planning of the Council fourteen (14) days' notice in advance of the Occupation of each Dwelling.

## **6 MISCELLANEOUS**

- 6.1 The Owner shall pay to the Council on completion of the Deed its reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.
- 6.2 No provisions of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 6.3 This Deed shall be registered as a Local Land Charge by the Council.
- 6.4 Following the performance and satisfaction of all the obligations contained in this Deed the Council shall as soon as practicably possible effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Deed.
- 6.5 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 6.6 No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after they shall have parted with their entire interest in the Site or any part to which the breach is specifically referable but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 6.7 Nothing in this Deed shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 6.8 The obligations in this Deed shall not be enforceable against any statutory undertaker whose apparatus may be situated within the Site or any other person who acquires any part of the Site or interest therein for the purpose of the supply of electricity, gas, water, drainage, telecommunications services or public transport services nor against any person whose only interest in the Site is in the nature of the benefit of a covenant or easement or similar.
- 6.9 Where in this Deed there is an obligation to pay a contribution or part thereof or to obtain approval or take specified action before the occurrence of a stated event or state of affairs, the Owner shall not cause or permit the stated event or state of affairs

(including, where it relates to occupation of the Development or any part thereof) until the obligation to pay such contribution or part thereof has been satisfied or such approval or action has been undertaken.

## **7 CHANGE IN OWNERSHIP**

The Owner agree with the Council and County Council to give the Council and County Council immediate written notice of any change in ownership of any of their interests in the Site occurring before all the obligations under this Deed have been discharged 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 or unit of occupation purchased by reference to a plan provided that this obligation shall not apply to the sale of individual Dwellings nor transfers to statutory undertakers.

## **8 CHARGEЕ CONSENT**

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

## **9 JURISDICTION**

This Deed is governed by and interpreted in accordance with the law of England.

## **10 DELIVERY**

The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

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

## FIRST SCHEDULE

Part of the freehold land at Home Farm, Markfield Road, Groby, Leicester LE6 0FT which is registered at HM Land Registry as part of title number LT495186 shown edged red on the Plan

## SECOND SCHEDULE

### CUSTOM-BUILD DWELLING

The Owner covenants with the Council as follows:

1. Each Dwelling shall be constructed as a Custom-Build Dwelling on a Custom-Build Plot in accordance with the design and layout into which the First Occupier of each Dwelling has primary input.
2. The first Occupation of each Dwelling shall be by a First Occupier who intends to live in that Dwelling for at least three (3) years as his sole or main residence and who is registered with the Council and recorded on the register maintained pursuant to Self-Build and Custom Housebuilding.
3. At least fourteen (14) days prior to the first Occupation of each Dwelling the Owner shall notify the Head of Planning at the Council of details (including the name and address) of the First Occupier who intend to take up first Occupation of each Dwelling.
4. To submit a Compliance Certificate to the Council within three (3) months of the Completion of each Dwelling.
5. The First Occupier shall submit a utility bill and bank statement showing the First Occupiers name(s) and the address of the Dwelling as proof of Occupation of each Dwelling as his sole or main residence to the Council within three (3) months of Occupation of each Dwelling.

IN WITNESS of which this Deed has been executed on the first day before written

EXECUTED AS A DEED by

GREEN PARK ONE LTD

ACTING BY

Director Signature

*Jayal Saha*

Director Name

In the presence of:

Witness Signature

Witness Name

*Janene Waring*

Witness Occupation

*Project Manager*

Witness Address

*5 frangate Derby*

*DE1-1DF*

EXECUTED AS A DEED by

PONTIS CAPITAL LIMITED

ACTING BY

Director Signature

*JOHN PHILLON*

Director Name

In the presence of:

Witness Signature

Witness Name

*FIONA BEATTIE*

Witness Occupation

*CLEANER*

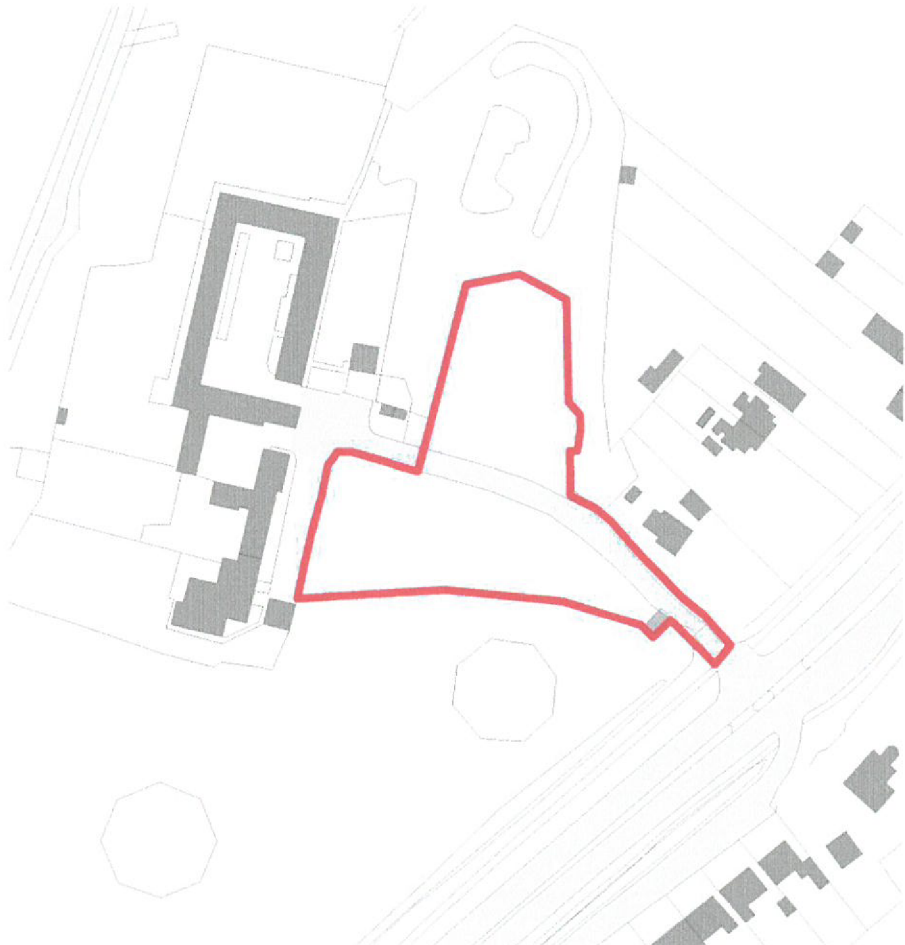
Witness Address

*841 LEICESTER ROAD*

*FLECKNEY LEICS*

*LE8 8BG*

## APPENDIX 1



**Site Location Plan**  
1 : 1250



The scaling of this drawing cannot be assured  
Revision \_\_\_\_\_ Date Drn CKD

Status **FEASIBILITY**

Project Number **2501587.6**

Project **Home Farm  
Groby, Leicestershire**

Drawing Title **Site Location Plan**

|          |    |        |               |
|----------|----|--------|---------------|
| Drawn by | SL | DWG No | A-E10-001     |
| Check by | CW | Scale  | 1 : 1250 @ A3 |
| Revision |    | Date   | 28/01/25      |



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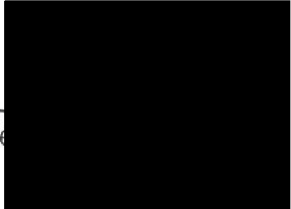
\\slp-rfe-ds1\marrons\marrons-DESIGN\BRISTOL\2501587.6 - Home Farm Groby\A4 - Drawing & Register\Architectural\Feasibility - Planning\level\level Model\Home Farm Groby Rev. C.rvt

In witness whereof the Council Mortgagee and the Owner have duly executed this Deed the day and year above written

Executed as a Deed by

THE BANK OF SCOTLAND PLC )

in the presence of: )



Executed as a Deed by Jessica Wigfield  
As Attorney for and on behalf of  
Bank of Scotland PLC  
In the presence of Witness  
Name: Tracy Myers  
Address: Furnival Court, Sheffield S4 7YB

Authorised Signatory

SIGNED as a DEED by

MARIA LOUISE BORTHWICK )

in the presence of;

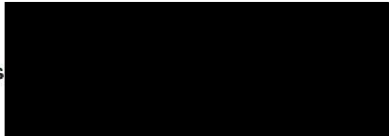


Maria Borthwick

Name of Witness:

T. FLETCHER

Signature of Witness



Occupation of Witness:

M.D

Address of Witness:  
36

LIMBY HALL BARN  
LE67 8QF