

DRAFT DEED OF VARIATION (Applicant Draft – For Discussion Only)

Section 106 Agreement relating to Land at Home Farm, Markfield Road, Groby, Leicester LE6 0FT
Planning Application Reference: 25/00374/OUT

THIS DEED OF VARIATION is made the [DATE]

BETWEEN

(1) GREEN PARK ONE LTD (Company No. 13295431) of Dept 3591, 601 International House, 223 Regent Street, London W1B 2QD (the “Owner”)

(2) PONTIS CAPITAL LIMITED (Company No. 13813866) of Edward Hyde Building, 38 Clarendon Road, Watford WD17 1JW (the “Chargee”)

(3) HINCKLEY & BOSWORTH BOROUGH COUNCIL of Hinckley Hub, Rugby Road, Hinckley LE10 0FR (the “Council”)

BACKGROUND

A. The Owner entered into a Unilateral Undertaking pursuant to Section 106 of the Town and Country Planning Act 1990 relating to outline planning permission reference 25/00374/OUT for the erection of two custom-build dwellings at land at Home Farm, Markfield Road, Groby, Leicester LE6 0FT (the “Agreement”).

B. The parties have agreed that certain provisions of the Agreement should be varied in order to facilitate the practical delivery of the approved development whilst maintaining the provision of custom-build dwellings.

C. The parties now wish to vary the Agreement in the manner set out below.

OPERATIVE PROVISIONS

1. DEFINITIONS

Unless otherwise stated, words and expressions defined in the Agreement shall have the same meaning in this Deed of Variation.

2. VARIATION OF THE AGREEMENT

The Agreement shall be varied as set out in this Deed.

3. CONSTRUCTION PRIOR TO PLOT SALE

Notwithstanding the provisions contained within the Second Schedule of the Agreement, the Owner shall be permitted to undertake construction works to the Dwellings up to structural shell stage prior to the sale or transfer of a Custom-Build Plot.

For the purposes of this clause, structural shell stage shall include foundations, structural frame or external walls, roof structure and the external envelope of the building.

The First Occupier shall retain the ability to influence and determine the final internal layout and internal design of the Dwelling prior to Completion.

4. MARKETING OF CUSTOM-BUILD PLOTS

The Owner shall actively market the Custom-Build Plots to persons on the Council's Self-Build and Custom Housebuilding Register for a continuous period of twelve (12) months.

The marketing period shall commence on the date that the Owner provides written notice to the Council confirming that active marketing of the Custom-Build Plots has begun.

Evidence of such marketing shall be provided to the Council upon reasonable request.

Upon expiry of the twelve (12) month marketing period referred to in Clause 4, and provided the Owner has complied with the marketing requirements set out in Clauses 4 and 5, the Owner shall be deemed to have satisfied the obligation to market the Custom-Build Plots to qualifying purchasers.

5. DEFINITION OF ACTIVE MARKETING

For the purposes of Clause 4 above, the Owner shall be deemed to have actively marketed the Custom-Build Plots where the plots have been publicly advertised for sale for self-build or custom-build purposes through at least one recognised property marketing platform and through an estate agent or equivalent marketing channel.

The Owner shall provide written confirmation to the Council at the commencement of the marketing period identifying the marketing agent and marketing platform used.

6. CASCADE PROVISION

If, following the marketing period referred to in Clause 4 above, no purchaser qualifying as a First Occupier has entered into a contract for the purchase of a Custom-Build Plot, the Owner shall be permitted to construct, complete and dispose of the Dwelling on the open market without the requirement for the First Occupier to have commissioned the construction of the Dwelling.

7. VARIATION OF OCCUPATION REQUIREMENT

Clause 2 of the Second Schedule of the Agreement shall be varied such that the reference to occupation of the Dwelling for a period of three (3) years shall be replaced with a requirement that the First Occupier occupies the Dwelling as their sole or main residence for a minimum period of twelve (12) months.

8. CLARIFICATION OF CUSTOM-BUILD REQUIREMENT

Where a Dwelling is constructed pursuant to Clause 3 of this Deed, the requirement within the Agreement that the First Occupier shall have primary input into the design and layout of the

Dwelling shall be satisfied where the First Occupier has the ability to determine the final internal layout and internal design of the Dwelling prior to Completion.

9. CONTINUATION OF REMAINING PROVISIONS

Save as expressly varied by this Deed, all other provisions of the Agreement shall remain in full force and effect.

10. LEGAL EFFECT

This Deed of Variation shall be made pursuant to Section 106 of the Town and Country Planning Act 1990 and shall be enforceable by the Council as a planning obligation.

EXECUTION

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