

From: Matt Jedruch
Sent: 25 March 2026 16:15:32 UTC+00:00
To: "'Jaz S'" <jaz.ukph@gmail.com>
Cc: "Faizal Jasat" <Faizal.Jasat@hinckley-bosworth.gov.uk>
Subject: RE: Process for Section 106 Deed of Variation – 25/00374/OUT

Hi Jaz,

I have discussed this further with colleagues, and we are concerned that due to the specific details of proposed DOV, and the fact that the Reserved Matters application has already been submitted, the application would fail to meet the definition of custom build housing.

As stated in the Governments self and custom build guidance:

“Off-plan housing, homes purchased at the plan stage prior to construction and without input into the design and layout from the buyer, are not considered to meet the definition of self-build and custom housing.”

In this case, the proposed DOV would eliminate key stages of design input from the initial owner as the proposed variation would allow for construction up to shell stage prior to the sale of the plots.

Additionally, as the reserved matters application has already been submitted and there are no purchasers in place, it is impossible for the initial owners to have had any design input in the scheme, and cannot therefore be supported.

The Outline application was afforded additional positive weight in the planning balance specifically on the basis that the proposal is for custom build dwellings. Therefore, in order to proceed positively with either the DOV or RM application, we will require sufficient evidence that the development will meet the definition of custom build.

Kind regards,

Matt

Matt Jedruch (He/Him)

Team Leader

Tel: 01455 255809

Mob: 07721857007

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Web: www.hinckley-bosworth.gov.uk

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From: Jaz S <jaz.ukph@gmail.com>
Sent: 20 March 2026 14:53
To: Matt Jedruch <Matt.Jedruch@hinckley-bosworth.gov.uk>
Cc: Faizal Jasat <Faizal.Jasat@hinckley-bosworth.gov.uk>
Subject: Re: Process for Section 106 Deed of Variation – 25/00374/OUT

Thanks Matt

Attached tracking for cars. Sorry for the delay.

The parking layout plan had to alter slightly . Attached also

Regards

Jaz

On Fri, 13 Mar 2026 at 15:03, Matt Jedruch <Matt.Jedruch@hinckley-bosworth.gov.uk> wrote:

Hi Jaz

Thanks for this.

I will tender for legal quotes and be in touch once received.

Separately, the Local Highway Authority have requested a scaled parking plan to demonstrate appropriate parking or turning facilities.

Please can you provide this?

Many thanks,

Matt

Matt Jedruch (He/Him)

Team Leader

Tel: 01455 255809

Mob: 07721857007

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From: Jaz S <jaz.ukph@gmail.com>

Sent: 12 March 2026 08:33

To: Matt Jedruch <Matt.Jedruch@hinckley-bosworth.gov.uk>

Subject: Re: Process for Section 106 Deed of Variation – 25/00374/OUT

Thanks Matt

Thank you for the update and for outlining the process.

Yes, I am happy to prepare the initial draft of the proposed Deed of Variation to assist with progressing the matter.

Please find attached a draft Deed of Variation which illustrates the proposed amendments to the existing Section 106 agreement. I hope this will assist when obtaining the external legal quotes and instructing the appointed solicitor.

Please do proceed with opening the file and obtaining the quotations, and let me know if any further information is required.

Many thanks for your assistance

Thanks

Jaz

Please see below and attached

Applicant Draft – For Discussion Only

DRAFT DEED OF VARIATION

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. Thanks.

Thanks

Jaz

On Tue, 10 Mar 2026 at 17:35, Matt Jedruch <Matt.Jedruch@hinckley-bosworth.gov.uk> wrote:

Hi Jaz

Thanks for your email and the update on the delivery arrangements.

With a DOV, it is dealt with slightly differently to a planning application in the sense that HBBC creates an internal file separate to the usual planning application process.

For new legal instructions, HBBC is currently outsourcing all matters to external solicitors at the cost of the Applicant. HBBC will tender for a minimum of three external quotes, and the Applicant will then decide on which solicitor represents HBBC.

We then consult the relevant ward members to inform them of the proposal for 14 days. I would not anticipate that there would be any objections regarding this proposed DOV.

The DOV then comes back to HBBC for sealing, with an administration fee of £75 payable (£100 from 6th April 2026).

Please can you let me know if you intend to prepare the first draft of the DOV? Once this is clear, I can open the file and begin to obtain quotes for you to review.

Many thanks,

Matt

Matt Jedruch (He/Him)

Team Leader

Tel: 01455 255809

Mob: 07721857007

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Web: www.hinckley-bosworth.gov.uk

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From: Jaz S <jaz.ukph@gmail.com>

Sent: 10 March 2026 11:09

To: Matt Jedruch <Matt.Jedruch@hinckley-bosworth.gov.uk>

Subject: Process for Section 106 Deed of Variation – 25/00374/OUT

Hi Matt

I hope you are well

Following submission of the Reserved Matters application for the two custom-build dwellings at Home Farm, Markfield Road (outline permission 25/00374/OUT), I am now reviewing the delivery arrangements for the scheme and wanted to ask about the process for applying for a Deed of Variation to the Section 106 agreement.

As development finance and purchaser mortgage requirements are being explored, it has become clear that some additional flexibility in the S106 may be required to ensure the scheme can be delivered.

In particular, I would like to explore varying the agreement to:

- allow construction of the dwellings up to structural shell stage prior to the sale of the plots, whilst still allowing the First Occupier to influence the final layout and internal design; and
- introduce a marketing cascade clause so that, if the plots are actively marketed to qualifying self-build purchasers for a period (for example 12 months) and no purchaser is secured, the dwellings may be completed and sold on the open market.

The intention would still be to market the plots first as custom-build opportunities in line with the Council's self-build objectives, but the above amendments would assist with development finance and ensure the development can proceed.

Could you please advise on the appropriate process for applying for a Deed of Variation and whether this should be submitted through the planning application system or directly through the Council's legal team?

Thanks

Jaz

07939549707

Partnership Homes Ltd

50 Friar Gate

Derby

DE1 1DF

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