

Dated: _____ 2026

(1) WOKINGHAM BOROUGH COUNCIL

- and -

(2) KLARA ASCOT LIMITED

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**Deed of Agreement to Provide Planning Obligations
pursuant to Section 106 of the Town and Country Planning Act 1990 and
Section 111 Local Government Act 1972
in relation to Land known as Ascot House Finchampstead Road Wokingham
RG40 2NW**

Planning Reference Number 242066

Wokingham Borough Council
Shute End
Wokingham
Berkshire
RG40 1BN
Legal Ref: 34000002/563

This Deed is made the day of 2026

BETWEEN

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices Shute End Wokingham Berkshire RG40 1WH ("the **Council**");
- (2) **KLARA ASCOT LIMITED** (company registration number 12443598) whose registered office is at 2nd Floor Lhs, 10 Bull Plain, Hertford, Hertfordshire, England, SG14 1DT ("the **Owner**")

WHEREAS

1. The Council is the local planning authority for the purpose of the Act for the area in which the Site is situated and by whom the obligations created by this Deed are enforceable.
2. The Council is the local highway authority for the area in which the Site is situated.
3. The Owner is the freehold owner of the Site registered at HM Land Registry with title absolute under title number BK263856.
4. On title number BK263856 there are a number of tenants in occupation of the building, however they are to be unaffected by the Development due to the nature of Development set out below.
5. The Planning Application has been made to the Council for planning permission for the Development on the Site.
6. On 12 November 2025 the Council's Planning Committee resolved to grant planning permission for the Planning Application subject to a satisfactory planning obligation being agreed with the Owner.
7. The Owner enters into this Deed in respect of the Planning Application.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

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

"Act"	the Town and Country Planning Act 1990, as amended
"Affordable Housing"	means affordable housing as defined in the NPPF including affordable rented housing, social rented housing and shared ownership housing

“Affordable Housing Contribution”	means a contribution of £22,781 towards offsite Affordable Housing
“Agreement”	means either an agreement made pursuant to, primarily, section 106 of the Act and section 111 of the Local Government Act 1972 or a ‘conservation covenant agreement’ with a Responsible Body (as appropriate) pursuant to s.117 of the Environment Act 2021
“CIL”	shall mean the planning charge known as the community infrastructure levy introduced by the Community Infrastructure Levy Regulations 2010 (as amended)
“Commencement of Development”	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 no other purpose) operations consisting of marking out, surveying, ground investigations, archaeological investigations, demolition, site clearance, site preparation, investigation for the purposes of assessing contamination, remedial action in respect of contamination, diversion and laying services and the erection of any temporary means of enclosure for the purposes of site security and the temporary display of advertisements and “Commence”, “Commencement” and “Commence Development” shall be construed accordingly
“Development”	the proposed raising and modification of the roof of the existing building plus the erection of an extension to form additional first, second and third floor accommodation in order to create 10 no. additional dwellings with car parking, cycle parking, refuse stores, landscaping and associated works, more particularly described in the Planning Application
“Dwelling”	any dwelling (including a house flat or maisonette with associated garden garage driveway and parking spaces) to be constructed on the Site pursuant to the Planning Permission
“Expert”	means any individual appointed pursuant to clause 14.1 of this Deed to determine the outcome of any dispute between the parties to this Deed.

“Index”	the national all-in tender price index published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or such other reference base used to compile the national all-in tender price index as shall be published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor in function
“Index-Linked”	means that the sum of money payable to the Council under this Deed shall be varied by movements in the Index between the date of this Deed and the date of actual payment in accordance with the following formula: $\text{Amount Payable} = \text{Relevant Amount} \times (\text{A divided by B})$ Where the Relevant Amount = the payment to be Index Linked A = the figure for the Index which applied when the Index was last published prior to the date the Relevant Amount is actually paid under this Deed B = the figure for the Index which applied when the Index was last published prior to the date of this Deed It should be noted that the index presents forecast figures which are published quarterly. These forecast figures are updated and finalised periodically. If the indexation figure has not been finalised at such time as A is calculated then the forecast figure will be used for the purposes of the calculation PROVIDED THAT the Index-Linked Sum shall never be less than the original sum specified as payable under this Deed
“Monitoring Fee”	means a sum calculated at a rate of £532 per planning obligation trigger for each distinct planning obligation in this Deed (based on the Council’s annual Section 106 monitoring costs divided by the annual average number of planning obligation triggers over the preceding five-year period) which amounts to a total sum of £2128

“Occupation” and “Occupied”	means personal residential occupation of a Dwelling by an individual or individuals in right of an interest in the Dwelling purchased or rented by that individual or individuals
“Plan”	the plan attached to this Deed at Appendix 1 with the reference PL01 Rev E
“Planning Application”	the planning application made under reference 242066 for the Development.
“Planning Permission”	the planning permission granted in respect of the Planning Application and shall include any subsequent permissions under Section 73 of the Act permitting the carrying out of the Development
“Practically Completed”	means constructed to a level of practical completion and certified as such by the relevant project professional under the construction contract and Practical Complete and Practical Completion shall be construed accordingly
“Responsible Body”	has the meaning given to it in section 119 of the Environment Act 2021
“Site”	the land known as Ascot House, Finchampstead Road, Wokingham RG40 2NW registered at HM Land Registry within title number BK263856 and shown edged red on the Plan where the Development is to be built out
“Transfer”	means transfer of the ownership of any part of the Site and includes appropriation where at the time of any intended transfer to the Council (or to some other party who the Council elects to undertake its function in respect of the land as the case may be) the land concerned is vested in the Wokingham Borough Council
“Travel Plan”	means a scheme of measures to mitigate the environmental impacts of the travel to and from the Development

“Working Day” is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England

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 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of the restriction.
- 2.5 Where more than one person is obliged to observe or perform an obligation the obligation can be enforced against all such persons jointly and against each individually unless there is an express provision otherwise.
- 2.6 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.
- 2.7 References to any party to this Deed shall include the successors in title to that party and to anyone deriving title through or under that party and in the case of the Council the successor to its statutory functions.
- 2.8 The clause headings shall not be taken into account for the purposes of the construction or interpretation of this Deed.
- 2.9 Words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of the restriction.
- 2.10 Any words following the terms including, include, in particular, for example or any similar expression must be construed as illustrative and do not limit the sense of the words, description, definition, phrase or term preceding those terms.

3 Legal Basis

- 3.1 This Deed is made pursuant to all powers enabling the parties and in particular Section 106 of the Act Section 111 of the Local Government Act 1972 Section 33 of the Local

Government (Miscellaneous Provisions) Act 1982 Section 62 Berkshire Act 1986 and Section 1 Localism Act 2011.

- 3.2 The covenants, restrictions and obligations contained in this Deed create planning obligations for the purposes of Section 106 of the Act and to the intent that they shall bind the Owner, as owner of the Site, and its successors in title and assigns and the persons claiming under or through it
- 3.3 The covenants, restrictions and obligations contained in this Deed are enforceable by the Council as local planning authority against the Owner and its successors in title and assigns and the persons claiming under or through it.

4 CONDITIONALITY

- 4.1 Save for this clause and clauses 1, 2, 7.1 and 13, this Deed is conditional upon Commencement of Development.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out in the First Schedule, the Second Schedule, the Third Schedule and the Fourth Schedule.
- 5.2 The Owner covenants with the Council that it will give not less than 20 Working Days prior notice in writing to the Council of:
 - 5.2.1 the date of Commencement of Development; and
 - 5.2.2 the date of first Occupation of the Dwellings

6 THE COUNCIL'S COVENANTS

The Council covenants with the Owner as set out in the Fifth Schedule.

7 MISCELLANEOUS

- 7.1 The Owner shall pay to the Council on completion of this Deed the reasonable and proper legal costs of the Council incurred in the negotiation, preparation and execution of this Deed.
- 7.2 The Owner shall pay to the Council on or before Commencement of Development the Monitoring Fee and the Owner shall not Commence Development until the Monitoring Fee has been paid to and received by the Council.
- 7.3 It is hereby agreed and declared that a person who is not a party to this Deed shall not be entitled in his own right to enforce any of the terms of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
- 7.4 This Deed shall be enforceable as a local land charge and shall be registered as such by the Council.

- 7.5 Where the agreement, approval, consent or expression of satisfaction is to be given by any party or any person on behalf of any party hereto under this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may only be given in writing and may be validly obtained only prior to the act or event to which it applies and the party giving such agreement, approval, consent or expression of satisfaction shall at all times act reasonably.
- 7.6 Where any payment of costs or other payments are to be made by the Owner to the Council such costs and other payments shall be deemed to be reasonable and proper.
- 7.7 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party.
- 7.8 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.
- 7.9 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 Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.10 Nothing contained or implied in this Deed shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its functions in any capacity (including in particular its capacities as local highway authority and local planning authority) and the rights, powers, duties and obligations of the Council under private, public or subordinate legislation may be effectively exercised as if it were not a party to this Deed.
- 7.11 This Deed shall not be binding on:
- 7.11.1 Any present or future mortgagee of the property other than a mortgagee which has taken possession of the Site;

8 WAIVER

- 8.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

- 9.1 The Owner agrees with the Council to give the Council written notice, within ten Working Days, of any change in ownership of any of its 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.

10 INTEREST

- 10.1 Any payment which is due to the Council under the terms of this Deed that is paid after the date the payment is due shall attract interest at the rate of 4% above the National Westminster Bank PLC base rate from time to time being charged from the date payment was due to the date payment is received by the Council.

11 VAT

- 11.1 All consideration given in accordance with the terms of this Deed shall be exclusive of any value added tax properly payable.

12 JURISDICTION

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

13 DELIVERY

- 13.1 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.

14 DISPUTES

- 14.1 In the event of any dispute or difference arising out of the terms of this Deed such dispute or difference may, subject to Clause 14.4, be referred by any party giving written notice to the other Parties to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of an agreement) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as the Expert whose decision shall be final and binding on the parties in the absence of manifest error.
- 14.2 Any costs incurred by referring a dispute to the Expert under this clause shall be borne by the party incurring such costs unless the Expert determines otherwise.

14.3 A person appointed under this clause shall act as an independent expert and not an arbitrator. It shall be a term of appointment that a timetable for determination of the dispute shall be fixed at the outset of the matter provided that such timetable shall provide that:

- (a) each party to the dispute must submit its first representations to the person appointed under Clause 14.1 above within 28 days of the person appointed writing to the parties requesting such representations; and
- (b) once the parties to the dispute have received the first representations that each has submitted to the person appointed under sub-Clause 0 above, they shall have a further 14 days to submit to the person appointed their response to these first representations.

14.4 This Clause does not:

- (a) affect the Council's ability to apply for and be granted:
 - (i) declaratory or injunctive relief, specific performance, payment of any sum, damages or any other means of enforcing this Deed; or
 - (ii) consequential and interim orders and relief;
- (b) not apply to disputes in relation to matters of law which will be subject to the jurisdiction of the courts;
- (c) fetter any party's rights to bring an action in the courts;
- (d) apply to any dispute in relation to any matter which is expressly to be agreed or approved or determined by any party in its absolute discretion under this Deed or in relation to any failure or delay by such party in agreeing or approving or determining such matter in its absolute discretion.

FIRST SCHEDULE
AFFORDABLE HOUSING

Owner's Covenants

Provision of Affordable Housing

The Owner covenants with the Council as follows:

1. To pay the Affordable Housing Contribution to the Council prior to Occupation of the Development.
2. Not to permit Occupation of the Development unless and until the Affordable Housing Contribution has been paid to the Council.

SECOND SCHEDULE
BIODIVERSITY NET GAIN

The Owner covenants with the Council as follows:

Definitions

In this schedule, the following additional words and expressions shall have the following meanings:

“Biodiversity Net Gain On-Site Monitoring Contribution” means the Index-Linked sum to be calculated by the Council based on a rate of **£3,600.00** (Three Thousand Six Hundred Pounds) for the first hectare or part hectare of land to be monitored and thereafter **£3,600.00** (Three Thousand Six Hundred Pounds) pro rata for each additional hectare or part hectare with such sum to be paid by the Owner to the Council for the Council’s costs of monitoring the outcomes and compliance with the Landscape and Ecology Management Plan for thirty (30) years

“Landscape and Ecology Management Plan” means the Landscape and Ecology Management Plan to be submitted to (and approved by the Council) in accordance with condition 7 of the Planning Permission

The Owner undertakes to the Council as follows:

BIODIVERSITY NET GAIN ON-SITE MONITORING CONTRIBUTION

1. On or before Commencement of Development the Owner shall pay to the Council the Biodiversity Net Gain On-Site Monitoring Contribution; and
2. Not to Commence Development until the Biodiversity Net Gain On-Site Monitoring Contribution has been paid to and received by the Council.
3. To permit access to the Site at all reasonable times to the representatives, agents, consultants and employees of the Council for the purpose of monitoring compliance with the Landscape and Ecology Management Plan.

THIRD SCHEDULE

EMPLOYMENT SKILLS

i. Definitions

In this Schedule, the following additional words and expressions shall have the following meanings:

“Employment Skills Contribution”	means the Index Linked sum calculated by the Council using the formula set out below and which is payable to the Council in lieu of the production of an Employment Skills Plan and which, if received, is to be spent by the Council on supporting employment, training, apprenticeship and other appropriate initiatives to support the promotion of employment opportunities in the Borough of Wokingham: Formula for calculating contribution set out for information: 1 x £3,750 = Employment Skills Contribution Where 1 is the total number of jobs created and apprenticeship starts identified in the Bands using V being the value of the construction costs of the Development to be applied to the Bands below Where V = C x D Where C = interior floor space of the Development in square metres using the number and size of Dwellings approved in the Application Where D = the costs of construction per square metre as set out by the Building Cost Information Service of the Royal Institution of Chartered Surveyors or its successor (£1,025.00) <table><tr><td></td><td colspan="10">Bands</td></tr><tr><td>Outcomes</td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr><tr><td></td><td>£1-3.5m</td><td>£3.5-6m</td><td>£6-10m</td><td>£10-15m</td><td>£15m-20m</td><td>£20-30m</td><td>£30-40m</td><td>£40-50m</td><td>£50-60m</td><td>£60-100m</td></tr><tr><td>Community Skills Support CSCS cards School Visits etc</td><td>3</td><td>5</td><td>7</td><td>9</td><td>11</td><td>13</td><td>16</td><td>18</td><td>19</td><td>21</td></tr><tr><td>Apprenticeship Starts</td><td>0</td><td>2</td><td>4</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td></tr><tr><td>Jobs Created</td><td>1</td><td>2</td><td>3</td><td>6</td><td>7</td><td>8</td><td>9</td><td>9</td><td>11</td><td>11</td></tr></table>		Bands										Outcomes	1	2	3	4	5	6	7	8	9	10		£1-3.5m	£3.5-6m	£6-10m	£10-15m	£15m-20m	£20-30m	£30-40m	£40-50m	£50-60m	£60-100m	Community Skills Support CSCS cards School Visits etc	3	5	7	9	11	13	16	18	19	21	Apprenticeship Starts	0	2	4	6	7	8	9	10	11	12	Jobs Created	1	2	3	6	7	8	9	9	11	11
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“Employment Skills Plan”	means a site specific plan which includes: (a) a timetable for its implementation and which complies with the Council's policy TB12 detailing how the Development accords opportunities for training,																																																																		

	apprenticeship or other vocational initiatives to develop local employability skills required by developers, contractors and end users; and (b) a supporting method statement to accompany the plan, which (with reference to the table contained within the definition of the Employment Skills Contribution and the bands within that table, the bands corresponding to the cost of construction for the Development) shall provide for the required number of community skills support activities, jobs created and apprenticeship starts as are detailed in the relevant band from that table, or such other mix as is approved in writing by the Council
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EMPLOYMENT SKILLS CONTRIBUTION OR EMPLOYMENT SKILLS PLAN

Part 1 – Owner’s Covenants

The Owner covenants with the Council as follows:

1. Not to Commence Development until the Owner (entirely at its own absolute discretion) has either:
 - 1.1. paid to the Council the Employment Skills Contribution (in which case the Council agrees that the requirements relating to the Employment Skills Plan in paragraphs 1.2 and 2 of this Part below are discharged in full); **OR**
 - 1.2. submitted to the Council an Employment Skills Plan to be approved in writing by the Council such approval not to be unreasonably withheld or unreasonably delayed and the Council has approved that plan (in which case paragraph 2 of this Part below shall apply and, subject to the provisions of paragraph 2.3 of this Part below, the Council agrees that the requirement to pay the Employment Skills Contribution shall no longer apply).
2. In the event the Owner elects to submit an Employment Skills Plan in accordance with paragraph 1.2 of this Part above then:
 - 2.1. within fourteen (14) days (or any other period as agreed in writing between the Council and the Owner) of receipt of written approval of the Employment Skills Plan by the Council the Owner shall demonstrate to the Council in writing how they will discharge in full the requirements of the Employment Skills Plan in accordance with its requirements and thereafter discharge the requirements of

the approved Employment Skills Plan to the reasonable satisfaction of the Council;

- 2.2. within seven (7) days of written request from the Council the Owner shall provide a progress report to determine whether satisfactory progress is being made in meeting the key performance indicators in the approved Employment Skills Plan to the deadlines set out in the approved Employment Skills Plan and if the Council (acting reasonably) considers that progress is unsatisfactory the Council shall by written notice require that the approved Employment Skills Plan is satisfactorily discharged within twenty eight (28) days of the date of the notice; and
- 2.3. if at the end of that twenty eight (28) day period referred to in paragraph 2.2 of this Part above insufficient progress has been made, the Owner will be required to pay the Employment Skills Contribution or a proportion thereof within seven (7) days of a further written notice from the Council demanding payment

Part 2 – Council’s Covenants

1. The Council covenants with the Owner that:
 - 1.1. if it receives the Employment Skills Contribution from the Owner in accordance with paragraph 1.1 of Part 1 of this Schedule, the obligations at paragraphs 1.2 and 2 of Part 1 of this Schedule shall be discharged in full; and
 - 1.2. if it receives and approves the Employment Skills Plan from the Owner in accordance with paragraph 1.2 of Part 1 of this Schedule, the obligation to pay the Employment Skills Contribution at paragraph 1.1 of Part 1 of this Schedule shall no longer apply.

FOURTH SCHEDULE
TRAVEL PLAN

Definitions

“MyJourney”	means the Council’s borough wide Travel Planning initiative implementing measures which encourage behaviour change amongst residents
“MyJourney Contribution”	means the) Index Linked sum of £6430 (based on £643 per dwelling towards MyJourney

The Owner covenants with the Council as follows:

MYJOURNEY CONTRIBUTION

1. To pay the MyJourney Contribution to the Council prior to the first Occupation of the Development
2. Not to Occupy any part of the Development unless it has paid the MyJourney Contribution to the Council

FIFTH SCHEDULE
COUNCIL'S COVENANTS - OTHER

1. The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.

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

THE COMMON SEAL OF)
WOKINGHAM BOROUGH COUNCIL)
was hereunto affixed in the presence of:)

Authorised Signatory/ Solicitor

EXECUTED AS A DEED by)
KLARA ASCOT LIMITED acting by)
a director in the presence of:)

.....
Director

Signature of witness:

Name:

Occupation:

Address:
.....
.....

APPENDIX 1 – PLAN