

DATED

16 June

2026

Deed to Provide Planning Obligations

**pursuant to Section 106 of the Town and Country Planning Act 1990 and
Section 111 of the Local Government Act 1972**

in relation to Land west of Edney's Hill, Barkham Road, Barkham

Planning Reference Number

251486



Ref: MCM/248323.7

Wokingham BC Legal Ref: 34000002/578

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THIS DEED of undertaking is given the 16 day of June Two Thousand and Twenty Six

TO

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices, Shute End, Wokingham Berkshire RG40 1WH (the “**Council**”)

BY

- (2) **MELISSA LEWIS AND MITCHEL FLAHERTY** both of 7 Farmer Court, Shinfield, Reading RG2 9SD (the “**Owner**”)

WITH THE CONSENT OF

- (3) **ABBEYMILL HOLDINGS LIMITED** (Co. Reg. No.11722135) of 4 Osier Way, Olney, MK46 5FP (the “**Developer**”)

RECITALS

- A. 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.
- B. The Council is the local highway authority for the area in which the Site is situated.
- C. The Owner is the freehold owner of the Site registered at HM Land Registry with title absolute.
- D. The Developer has the benefit of an option agreement dated 8 March 2019 in relation to the Site.
- E. The Planning Application has been made to the Council for planning permission for the Development on the Site.
- F. On 16 October 2025 the Council refused to grant planning permission for the Planning Application and the Appeal has been lodged in relation to that refusal allocated reference 6005646.

1. DEFINITIONS AND INTERPRETATION

- 1.1. 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
Appeal	the appeal under Section 78 of the 1990 Act submitted to the Secretary of State against the Council's refusal of planning permission for the Application and allocated reference number 6005646
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, Commencements and Commence Development shall be construed accordingly
Decision Letter	the decision letter issued by the Inspector or the Secretary of State confirming whether the Appeal is allowed
Development	the proposed erection of 16no. dwellings with new access off Edney's Hill, plus footpaths, car ports, parking, landscaping and associated works as more particularly set out 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 and “Dwellings” shall be construed accordingly

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:

Amount Payable = Relevant Amount x (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

Management Company

Means a limited company registered at Companies House or any such future management company which shall replace it in respect of which the Owner shall be and then all of the owners of the Dwellings comprised

in the Development shall eventually be members and shareholders and of which the principle objects shall include as applicable in accordance with the terms of this Deed:

- To hold the legal interest in the Estate Roads;
- To levy and collect charges including service charges from persons having a relevant interest within the Development in respect of the management, cleaning, maintenance, winter maintenance and repair of the Estate Roads and arranging all necessary insurances, and to keep in good maintenance and repair the Estate Roads.

Monitoring Fee

means a sum calculated at a rate of five hundred and thirty five pounds (£535.00) 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) and shall amount to a maximum total sum of four thousand two hundred and eighty Pounds (£4,280)

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 and 'Occupy' shall be construed accordingly

Parties

Means the Owner and the Council (and their successors) and where necessary or the context permits "Party" shall be construed as meaning one of the Parties

Plan

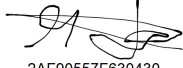
The plan attached to this Deed titled Site Location Plan with drawing reference WOK-PL100

Signed by:

James Pacifici

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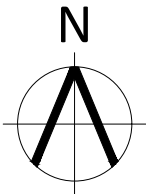
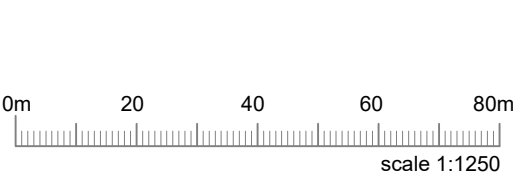
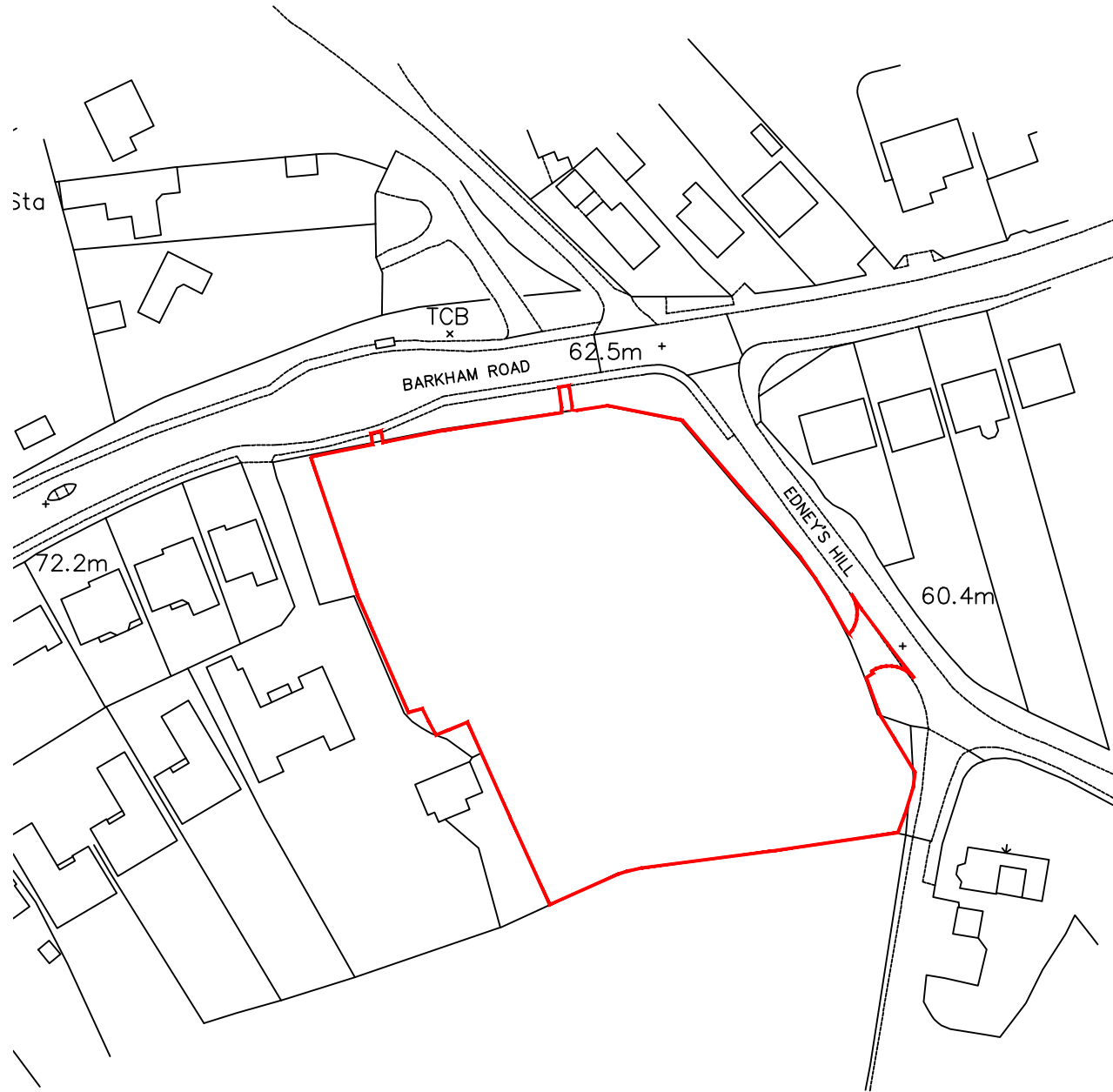


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Signed by:

Mitchel Flaherty

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GENERAL NOTES

REVISIONS / AUTHOR DATE

PURPOSE OF ISSUE

PLANNING

DRAWN MW SCALE 1:1250 @ A4

CHECKED TN SIGNED OFF TN DATE APR 2025

PROJECT LAND OFF EDNEYS HILL

BARKHAM

TITLE SITE LOCATION PLAN

DRAWING NUMBER

WOK-PL100

ABBEMILL HOMES LTD.

Market House

Silver End

Olney

Markis

MX66 4AL

T: 01234 714 844

W: abbeymillhomes.co.uk

E: enquiries@abbeymillhomes.co.uk



Planning Application	The full planning application made under the Council Reference 251486 for the Development
Planning Permission	The planning permission granted pursuant to the Planning Application and shall include any subsequent permissions under Section 73 of the Act permitting the carrying out of the Development
Site	The land known as land west of Edney's Hill, Barkham Road, Barkham registered at H M Land Registry with title number BM417238 and shown for identification purposes only edged on the Plan

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 interchangeably 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 obligated 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. References to this Deed include references to its schedules and the schedules form a part of this Deed.
- 2.10. Where the context so admits, words defined in the individual schedule to this Deed apply to the rest of this Deed.

3. LEGAL BASIS

- 3.1. This Deed is made pursuant to Section 106 of the Act and creates planning obligations for the purposes of Section 106 of the Act and to the intent that it shall bind the Owner, as owner of the Site, and its successors in title and assigns and the persons claim under or through it.
- 3.2. The obligations imposed upon the Owner under this Deed create planning obligations pursuant to Section 106 of the Act and 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. With the exception of this clause and clause 13 which shall come into effect on the date hereof and save in respect of any obligations expressly requiring compliance prior to Commencement of Development, this Deed is conditional upon the grant of the Planning Permission and the Commencement of Development.

5. THE OWNER'S COVENANTS

- 5.1. The Owner covenants with the Council to observe and perform the covenants, restrictions and obligations expressed to be given by the Owner as set out in the schedules to this Deed.
- 5.2. The Owner covenants with the Council that it will give not less than seven (7) days prior notice in writing to the Council of:
- 5.2.1. the date of Commencement of Development
 - 5.2.2. the date of the first Occupation of the Dwellings
 - 5.2.3. the date of first Occupation of 20% of the Dwellings
 - 5.2.4. the date of first Occupation of 60% of the Dwellings
 - 5.2.5. the date of first Occupation of 80% of the Dwellings
 - 5.2.6. the date of first Occupation of 90% of the Dwellings

6. MISCELLANEOUS

- 6.1. The Owner shall pay to the Council on or before Commencement of the Development the Monitoring Fee and the Owner shall not Commence Development until the Monitoring Fee has been paid and received by the Council.
- 6.2. 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.
- 6.3. This Deed shall be enforceable as a local land charge and the Owner and the Developer consent to it being registered by the Council.
- 6.4. 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.
- 6.5. 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 or by email where such email is expressly acknowledged as being received.

- 6.6. 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.
- 6.7. 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.
- 6.8. No person shall be liable for any breach of any of the planning obligations or other provisions of this Deed after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 6.9. 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.
- 6.10. 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 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.
- 6.11. The obligations in this Deed shall not be binding upon nor enforceable against:
- (i) any statutory undertaker or other person acting under statutory authority who acquires any part of the Site or interest therein for the purposes of supply of electricity gas water drainage telecommunication services or public transport services.
 - (ii) Any individual owner, occupier or tenant of an Affordable Housing Dwelling in their capacity as such EXCEPT for the obligations regulating the use of the Affordable Housing Dwellings in Schedule 1 and the obligations in Schedule 7 of this Deed SAVE That the use of the Affordable Housing Dwellings shall not be binding on those parties as provided for in accordance with paragraph 3.4 of Part 1 of Schedule 1

- (iii) An individual owner/occupier of an Open Market Dwelling in their capacity as such, save for the obligations at Schedule 7 which shall remain binding upon and enforceable against individual owners/occupiers

6.12. If in determining the Appeal the Inspector or the Secretary of State determines and states in the Decision Letter that any of the obligations (or a relevant part of any planning obligation) secured by this Deed:

- (i) is not a material planning consideration; or
- (ii) can be given no weight in determining the Appeal; or
- (iii) does not meet the statutory tests set out in Regulation 122 of the Community Infrastructure Regulations 2010 (as amended)

then the relevant obligation (or part of the planning obligation, as appropriate) shall not be required to be complied with by the Owner and shall not be enforceable pursuant to this Deed and shall cease to have effect within this Deed save as set out in the Decision Letter or the obligation shall be treated as varied or amended in accordance with the terms of the Decision Letter.

7. WAIVER

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.

8. CHANGE IN OWNERSHIP

8.1. The Owner shall give the Council written notice within ten (10) 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 PROVIDED THAT this clause shall not apply to:

- 8.1.1. The sale of individual Open Market Dwellings (as defined in Schedule 1) on the Development; or

8.1.2. Any disposal of any part or parts of the Site for servicing or utility requirements or to a statutory body or service supply company of an electricity substation gas governor pumping station water pumping station or other statutory service which have been constructed or installed in or on the Site.

9. INTEREST

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.

10. VAT

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

11. JURISDICTION

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

12. 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.

13. DEVELOPER CONSENT

The Developer consents to the Owner entering into this Deed and acknowledges that this Deed binds the Site PROVIDED THAT the Developer shall otherwise have no liability under this Deed unless it acquires the Site or any part of the Site and becomes a successor in title to the Owner or takes possession of the Site in which case it too will be bound by the obligations as if it was a successor in title to the Owner

SCHEDULE 1 – AFFORDABLE HOUSING

Owner's Covenants

Definitions

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

“Affordable Housing”

housing of different tenures provided with subsidy support for people who are unable to resolve their needs in the private housing market because of the relationship between local housing cost and their incomes such housing being provided for in conformity with the advice contained in the National Planning Policy Framework published by the Ministry for Housing, Communities & Local Government

“Affordable Housing Contribution”

a sum or sums of money to be calculated by the Council in lieu of providing the six (6) Affordable Housing Dwellings on Site in the event that Part 3 of this Schedule applies, using the Council's standard calculation methodology that exists at the relevant point in time, to be paid to the Council and used towards the off-site provision or regeneration of Affordable Housing within the Council's administrative area

“Affordable Housing Dwellings”

shall mean six of the Dwellings for use as Affordable Housing in accordance with the approved Affordable Housing Plan and “Affordable Housing Dwelling(s)” shall be construed accordingly policy compliant percentage of Affordable Housing in relation to

the Development is 40% which equates to 6.4 units. The 0.4 of a unit is to be provided by way of a financial contribution which equates to £113,574

“Affordable Housing Land”

that part of the Site upon which the Affordable Housing Dwellings are to be constructed in accordance with the terms of this Deed

“Affordable Housing Plan”

means the plan titled Tenure Plan with reference WOK PL -103 Rev E attached to this Deed showing the Affordable Housing Dwellings or such other plan which is submitted to and approved in writing by the Council

“Affordable Housing Scheme”

Means the scheme in accordance with the Affordable Housing Plan

“Approved Registered Provider”

shall mean a body which is currently registered as a registered provider of social housing pursuant to section 111 of the Housing and Regeneration Act 2008 (including any statutory replacement or amendment) as registered with the Regulator of Social Housing

“Evidence”

shall mean written correspondence to or with a Preferred Provider

“Nominations Agreement”

an agreement substantially in the form of the draft nominations agreement annexed hereto at Appendix 1 of this Deed by which the Council may nominate tenants for the Affordable Housing Dwellings



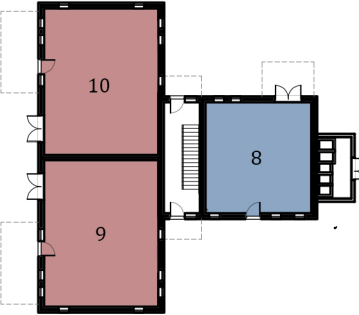
Key

Market Housing

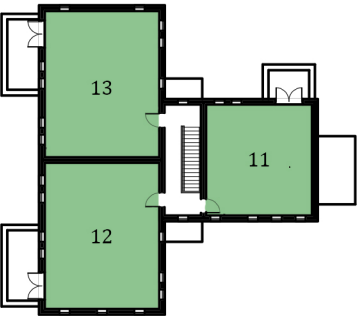
Affordable Housing - Social Rent

Affordable Housing - Shared Ownership

Apartment Floor Plans



Ground Floor



First Floor

Signed by:

Mitchel Flaherty

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Signed by:

James Pacifici

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REVISIONS / AUTHOR			DATE
PURPOSE OF ISSUE			
PLANNING			
DRAWN		SCALE	
MW		1:500@A3	
CHECKED	SIGNED OFF		DATE
TN	TN		APR 2025
PROJECT			
LAND OFF EDNEYS HILL			
BARKHAM			
TITLE			
TENURE PLAN			
DRAWING NUMBER			REV
WOK-PL103			E
ABBEYMILL HOMES LTD.			
Market House			
Silver End			
Olney			
Bucks			
MK46 4AL			
T: 01234 714 844			
W: abbeymillhomes.co.uk			
E: enquiries@abbeymillhomes.co.uk			

“Open Market Dwellings”

shall mean any Dwellings which are not designated as Affordable Housing Dwellings and “Open Market Dwelling(s)” shall be construed accordingly

“Reasons”

shall include but not be limited to size of the development, viability, funding availability, tenure requirements, acquisition requirements, no response, acquisition timescales and delivery timescales

“Registered Provider or RP”

Shall mean either:

- 1) An Approved Registered Provider; or
- 2) The Council

“Revised Affordable Housing Scheme”

Shall mean a revised scheme for the provision of Affordable Housing Dwellings to be provided in accordance with the cascade which may include:

- (a) An alternative tenure mix and/or provision (which for the avoidance of doubt can identify not less than six of the Dwellings as Affordable Housing Dwellings) to the approved Affordable Housing Scheme, including type and size of Affordable Housing Dwellings to be provided to be built in compliance with the Standards;
- (b) The Affordable Housing Plan;
- (c) Such other matters as the Council may require (acting reasonably)

“Shared Ownership Housing”

shall mean housing provided by a Registered Provider where the occupier will initially be

“Social Rented Housing”

offered an equity share in the property of 35% (or such other initial percentage as first approved in writing by Council) (with an option of purchasing a greater share either initially or subsequently should the occupier so wish) and pays a maximum rent of 1.5% (or such other percentage as first approved in writing by the Council) per annum on the value of the unsold equity

means housing owned and managed by Registered Provider for which guideline target rents are determined through a national rent regime as described in the NPPF

“Standards”

means built in accordance with the standards requirements and latest guidance issued by Homes England and/ or the Regulator of Social Housing and to meet the nationally described space standards and conform to building regulation M4(2) (or any other applicable regulation) to ensure the provision of homes which are adaptable to varying needs

PART 1

Provision of Affordable Housing

The Owner covenants with the Council as follows:

1. Subject to Part 3 of this Schedule 1, that no less than six (6) of the Dwellings on the Site shall be provided as Affordable Housing by constructing the Affordable Housing Dwellings in accordance with this Schedule and the approved Affordable Housing Plan.

2. Prior to Occupation of 60% of the Open Market Dwellings to pay One Hundred and Thirteen Thousand Five Hundred and Seventy Four Pounds £113,574 Index Linked as the financial contribution required to equate to the 0.4 of an Affordable Housing Dwelling in order to secure 40% policy compliant Affordable Housing in relation to the Development with the provision of six (6) Affordable Housing Dwellings on Site in accordance with this Schedule.

3. Restriction on Use

- 3.1 That the Affordable Housing Dwellings provided on the Site shall be owned and managed by a Registered Provider and subject to paragraph 3.4 and where applicable Part 4 of this Schedule of this part shall be retained for use as Affordable Housing in perpetuity.
- 3.2 To procure that the title in respect of each Affordable Housing Dwelling is subject to covenants:
 - 3.2.1 restricting the use of that Affordable Housing Dwelling to either Social Rented Housing or Shared Ownership Housing (as appropriate); and
 - 3.2.2 requiring that on each occasion that such Affordable Housing Dwelling is let or sold in accordance with the Nomination Agreement the relevant provisions of this paragraph 3 are observed and performed.
- 3.3 Subject to the terms of the Nomination Agreement:
 - 3.3.1 no Social Rented Housing dwelling shall be Occupied other than as Social Rented Housing; and
 - 3.3.2 no Shared Ownership Housing Dwelling shall be Occupied other than as Shared Ownership Housing and for the avoidance of doubt a Shared Ownership Housing unit shall not be subject to the Affordable Housing obligations in this Schedule or the terms of the Nomination Agreement following the tenant staircasing up to 100% of the equity in the Shared Ownership Housing such that the freehold ownership of that dwelling is transferred to the tenant.

3.4 The restrictions on use in this part shall not bind:

3.4.1 a mortgagee provided that such mortgagee who exercises any power of sale or leasing shall first have satisfied the mortgagee sale provisions set out in part 2 of this schedule, or

3.4.2 any tenant of an Affordable Housing Dwelling who:

(a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling (or their mortgagee), or

(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Dwelling (or their mortgagee), or

(c) has acquired 100% of the equity in a Shared Ownership Housing Dwelling (or their mortgagee), or

(d) any successor in title of any persons detailed in Sub-Paragraphs 3.4.2(a) to (c) above or their mortgagee or charge.

4. Delivery of Affordable Housing

4.1 Not to Occupy the Development until the Owner has submitted to the Council the name of the Registered Provider or where this information is not yet available to submit that information as soon as it becomes available

4.2 To construct the Affordable Housing Dwellings and make the same ready for Occupation in accordance with the Standards to the reasonable satisfaction of the Council pursuant to the Development upon the Site at no cost to the Council prior to the use or Occupation of more than sixty per cent (60%) of the Open Market Dwellings, unless otherwise agreed with the Council acting reasonably pursuant to Part 3.

- 4.3 Not to permit more than sixty per cent (60%) of the Open Market Dwellings to be Occupied unless and until all of the Affordable Housing Dwellings have been completed and either the freehold ownership or (in the case of a flat) a minimum 125 year lease has been transferred/granted to a Registered Provider on the terms set out in Part 2 of this Schedule, unless otherwise agreed with the Council acting reasonably pursuant to Part 3.
- 4.4 The Owner will give not less than seven (7) days prior notice in writing to the Council of the date of Occupation of 60% of the Open Market Dwellings, unless otherwise agreed with the Council acting reasonably pursuant to Part 3.
- 4.5 The Registered Provider shall enter into a Nomination Agreement with the Council within 8 weeks of the transfer of any Affordable Housing Dwellings to that provider, or such other timescale as the Council may agree (acting reasonably).

PART 2

Terms of Offer

1. The Affordable Housing Dwellings shall be transferred:
 - 1.1 with vacant possession
 - 1.2 subject to any easements wayleaves and rights over on and under and any other matters to which the Owner's title is subject in relation to the Affordable Housing Dwellings as may exist at the date of the offer
 - 1.3 free from any charge or other encumbrances which would prevent the same from
being used for the development and the subsequent use of them as Affordable Housing
 - 1.4 with full title guarantee
 - 1.5 cleared of debris and building materials
 - 1.6 with all necessary rights of access and services

Costs

2. Each party shall bear its own costs of negotiations and exchange of contracts.

Rights

3. The provisions of Part 2 of this Schedule shall apply to the transfer of any Affordable Housing Dwelling.

Occupation of the Affordable Housing Dwellings

4. Subject to the terms of this Schedule, the Affordable Housing Dwellings shall not be used for any purpose other than as Affordable Housing and within (eight) 8 weeks of the transfer of the Affordable Housing Land to the Registered Provider the Owner of the Affordable Housing Land shall procure the execution by the Registered Provider of the Nominations Agreement and deliver the same to the Council.

Affordable Housing Mortgagee Sale Provision

5. The Affordable Housing provisions in this Deed and Nomination Agreement shall not be binding on a mortgagee or chargee (or any receiver including an administrative receiver or administrator) appointed by such mortgagee or chargee or any other person appointed including a housing administrator under any security documentation to enable such mortgagee or chargee to realise its security (each a Receiver) of the whole or any part of the Affordable Housing Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT:

- 5.1 Such mortgagee or chargee or receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings to another Preferred Registered Provider or to an Approved Registered Provider for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

- 5.2 If such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Dwellings free from the Affordable Housing provisions in this Deed and Nomination Agreement which provisions shall determine absolutely.

PART 3

Affordable Housing Cascade

1. If the Owner has used all reasonable endeavours to secure contracts for the sale or other disposal of the Affordable Housing Dwelling(s) to a Registered Provider in accordance with the terms of this Deed for a period of at least six (6) months from the date of the Planning Permission but has been unable to do so it may notify the Council in writing to that effect such notice to include Evidence of the reasonable endeavours so used and detailing the reasons why the contracts have not been secured.
2. Within three (3) calendar months of receipt of any notice pursuant to paragraph 1 of this part, and after having received any further information the Council reasonably requires, the Council may confirm in writing to the Owner whether or not it is satisfied that the relevant Owner has complied with the requirements of paragraph 1 of this part PROVIDED THAT where the Council does not consider that the relevant Owner has complied with the requirements of paragraph 1 of this part it may state the reason(s) for such dissatisfaction and the Owner may submit any further Evidence as may be appropriate to address the Council's stated reasons for such dissatisfaction.
3. Where the Council agrees that the Owner has complied with the requirements of paragraph 1 of this part then the Owner may submit a Revised Affordable Housing Scheme and where the Council approves such Revised Affordable Housing Scheme the Owner shall provide the Revised Affordable Housing Scheme in accordance with this Schedule or subject to the Council's written approval pay the Affordable Housing Contribution to the Council.
4. In the event that the Affordable Housing Contribution applies pursuant to paragraph 3 above the Owner covenants not to Occupy more than the Market Units controlled by the restriction at paragraph 2 of Part 1 of this Schedule unless it has paid the Affordable Housing Contribution to the Council.

5. In the event the Council has confirmed receipt of the Affordable Housing Contribution, the Owner may then dispose of the relevant Affordable Housing Dwelling(s) to which the contribution relates as Open Market Dwelling(s) and the obligations, covenants and restrictions in this Schedule shall no longer apply and will not be enforceable by the Council against the Owner.

SCHEDULE 2 – NHS, CIVIC SPACE, OUTDOOR SPORT FACILITIES, ALLOTMENTS AND CEMETRIES CONTRIBUTIONS

Definitions

“Allotment Contribution”

means the sum of Ten Thousand Nine Hundred and Eighty Two Pounds and Forty Pence (£10,982.40) Index Linked towards creating, enhancing, managing and maintaining new or existing allotment facilities in sites at Arborfield Green or which otherwise serve the Development which are located in Arborfield Green, Wokingham Town and Finchampstead

“Cemetries Contribution”

means the sum of One Thousand Seven Hundred and Eighty Nine Pounds and Seventy Six Pence (£1,789.76) Index Linked towards the provision of a new cemetery in Wokingham Borough calculated in accordance with the document titled “Indicative costings for Provision of a New Cemetery in Wokingham Borough” attached at Appendix 2 of this Deed

“Civic Space Contribution”

means the sum of Four Hundred and Fifty Three Pounds and Twelve Pence (£453.12) Index Linked for improvements and maintenance on existing civic space within

Wokingham town centre or the new development at Arborfield Green

“Contributions”

means the Allotment Contribution, the Cemeteries Contribution, the Civic Space Contribution, the NHS Contribution and the Outdoor Sports Contribution

“NHS Contribution”

means the sum of Fourteen Thousand and Forty Pounds (£14,040) Index-Linked towards primary health care infrastructure to support surgery alterations or capital projects to support patient services which serve the Development.

“Outdoor Sports Contribution”

Means the sum of Fifty Seven Thousand Four Hundred and Fifty Six Pounds (£57,456) and adjusted according to the fluctuations in the Index between 25 March 2015 and the figure for the Index which applied when the Index was last published prior to the date of payment of this contribution towards the delivery of new outdoor borough wide sports facilities at Grays Farm

PART 1 – OWNER’S OBLIGATIONS

The Owner covenants with the Council as follows:

1. Contributions

1.1 to pay to the Council 20% of the Contributions on or before Commencement of the Development.

1.2 Not to Commence the Development until 20% of the Contributions have been paid to and received by the Council.

- 1.3 To Pay to the Council the remaining 80% of the Contributions on or before first Occupation of the Development.
- 1.4 Not to Occupy any part of the Development until the remaining 80% of the Contributions has been paid to and received by the Council.

SCHEDULE 3 – EMPLOYMENT SKILLS

Definitions

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

“Employment Skills Contribution”

The sum of Three Thousand Seven Hundred and Fifty Pounds (£3,750) Index-Linked sum (which has been calculated using the formula set out below) 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:

$1 \times \text{£}3,750 = \text{Employment Skills Contribution}$

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 $V = C \times D$

Where C= interior floor space of the Development in square metres using the number and size of Dwellings approved

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 (currently £1,025.00)

	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

“Employment Skills Plan”

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 apprenticeships 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,

both of which are to be submitted by the Owner to the Council for approval in writing prior to the Commencement of Development and which (with reference to the table contained within the definition of

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.

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 either:
 - 1.1 pays to the Council the Employment Skills Contribution (in which case the requirements relating to the Employment Skills Plan in paragraphs 1.2 and 2 are discharged in full); or
 - 1.2 submits to the Council an Employment Skills Plan that is approved in writing by the Council (in which case paragraph 2 shall apply and the requirement relating to the Employment Skills Contribution in paragraph 1.1 is discharged in full).
2. In the event the Owner elects to submit an Employment Skills Plan in accordance with paragraph 1.2 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 discharge in full the requirements within the approved Employment Skills plan to the reasonable satisfaction of the Council; and

2.2 with 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 be satisfactorily discharged within twenty eight (28) days of the date of the notice. If at the end of that twenty eight (28) day period 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.

SCHEDULE 4 – ESTATE ROADS

Definitions

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

“Estate Roads”	the carriageways and footways including the lighting to and drainage of the carriageways and footways to be constructed within the Site
“Estate Roads Bond”	in the event that the Owner constructs the Estate Roads in accordance with paragraph 1.1 of this Schedule a bond or guarantee with a bank or other institution acceptable to the Council and in a form acceptable to the Council to a sum sufficient to construct the Estate Roads to a durable and serviceable standard
“Estate Roads Inspection Fee”	a sum calculated on the basis of up to 10% of the sum referred to in the Estate Roads Bond representing the Council’s reasonable fees for approving the Estate Roads Specification and Plans and the carrying out of any inspections and

testing of materials used during the construction of the Estate Roads within the Development

“Estate Roads Specification and Plans”

the specification and plans agreed by the Council in writing in accordance with which the Estate Roads will be constructed to a durable and serviceable standard

“Highways Bond”

in the event that the Owner constructs the Estate Roads in accordance with paragraph 1.2 of this Schedule a bond or guarantee with a bank or other institution acceptable to the Council and in a form acceptable to the Council to a sum sufficient to construct the Estate Roads to the Council’s adoptable standard

“Highways Commuted Sum”

the financial contribution paid to the Council as compensation for taking on the future maintenance responsibility for the Estate Roads

“Highways Inspection Fee”

a sum calculated on the basis of up to 10% of the sum referred to in the Highways Bond representing the Council’s reasonable fees for approving the Highways Specification and Plans and the carrying out of any inspections and testing of materials used during the construction of the Estate Roads within the Development

“Highways Specification and Plans”

the specifications and plans agreed by the Council in accordance with which the Estate Roads will be constructed to the Council’s adoptable standard

“Management Company”

as defined in Clause 1.1 of this Deed

1. The Owner covenants with the Council to inform the Council prior to Commencement of Development whether they intend to comply with either paragraph 2 or paragraph 3 of this Schedule, whereupon:

- 1.1 if the Owner informs the Council that they intend to comply with paragraph 2 of this Schedule, paragraph 3 shall determine; and
- 1.2 if the Owner informs the Council that they intend to comply with paragraph 3 of this Schedule, then paragraph 2 shall determine

Estate Roads Deed

2. Not to Occupy the Development unless it has completed a deed ("Estate Roads Deed") with the Council pursuant to the Act and / or any other statutory enabling powers to secure the construction of the Estate Roads on the Site in accordance with the Estate Roads Specification and Plans which are to be submitted by the Owner to the Council and approved in writing by the Council prior to Occupation of the Development PROVIDED THAT it is agreed:
 - 2.1 such Estate Roads Deed will require prior to Occupation of Development the completion of an accompanying Estate Roads Bond in favour of the Council which the Council will be entitled to draw down upon in the event of default by the Owner in the construction of the Estate Roads in accordance with the approved Estate Roads Specification and Plans; and
 - 2.2 the Owner will pay the Council's Estate Roads Inspection Fee on or prior to Occupation of the Development; and shall not transfer title to the Estate Roads to a properly constituted Management Company until the Estate Roads are completed in accordance with the approved Estate Roads Specification and Plans and such Estate Roads will be maintained by the Owner to a standard to ensure their safe use by the public including pedestrians, cyclists and mechanically propelled vehicles until transferred to a Management Company and that the Owner shall procure in transfer to the Management Company an obligation to maintain to the same standard in perpetuity;

Highways Agreement

3. Not to Occupy the Development unless it has entered into and completed a highways agreement pursuant to section 38 of the Highways Act 1980 with the Council and any other statutory enabling powers in the form of the Council's standard section 38 agreement or such other mechanism or agree as may be requested by the Council to dedicate the Estate Roads as public highways(s) and to construct the Estate Roads in

accordance with the approved Highways Specification and plans to the Council's adoptable standard subject to simultaneous completion of a Highways Bond and payment of the Council's Highways Inspection Fee and if applicable the Highways Commuted Sum and the Owner acknowledged that for the avoidance of doubt any statutory undertaker's work required to facilitate the carrying out of the Development shall be at the Owner's liability and the Owner shall be entirely liable for any costs of the statutory undertakers.

SCHEDULE 5 – SPA CONTRIBUTIONS

Definitions

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

“Co-ordinating Authority”	The authority designated from time to time in the Thames Basin Heath Framework Agreement as the co-ordinating authority for Thames Basin Heaths SPA Access Management and Monitoring Project
“SPA”	Thames Basin Heaths Special Protection Area
“Strategic Access Management and Monitoring Contribution”	An Index-Linked sum towards the management and monitoring of strategic access to the SPA calculated for each Dwellings approved (including any Affordable Housing) as follows: One bedroom dwelling - £ 600.00 Two bedroom dwelling - £ 835.00 Three bedroom dwelling - £ 1,110.00 Four bedroom dwelling - £1,306.00 Five bedroom dwelling - £1,492.00

which may be passed on by the Council to the Coordinating Authority for use under the Thames Basin Heaths Framework Agreement to carry out the Thames Basin Heaths SPA Access Management and Monitoring Project

Thames Basin Heaths Framework Agreement

The Thames Basin Heaths SPA Delivery Framework dated 14 July 2011 or any replacement or variation thereof

“Thames Basin Heaths SPA Access Management and Monitoring Project”

the project established to deliver measures required to avoid and mitigate against the recreational impacts of housing development on the SPA the detail of which is set out in Schedule 3 of the Thames Basin Heaths Framework Agreement

“Thames Basin Heaths Special Protection Area”

the area designated on 9 March 2005 under the Wild Birds Directive (Council Directive 79/409/EEC on the Conservation of Wild Birds) to protect three species of breeding birds; woodlark, Dartford warbler and nightjar being a fragmented area of European Importance in the counties of Surrey, Hampshire and Berkshire

OWNER’S OBLIGATIONS

STRATEGIC ACCESS MANAGEMENT AND MONITORING CONTRIBUTION

1. The Owner covenants with the Council to pay the Strategic Access Management and Monitoring Contribution to the Council on or before Commencement of Development.
2. The Owner covenants with the Council not to Commence Development until the Strategic Access Management and Monitoring Contribution has been paid to and received by the Council

SCHEDULE 6 – BIODIVERSITY NET GAIN

Definitions

In this schedule, and where relevant in Schedule 6, the following additional words and expressions shall have the following meanings:

“Biodiversity Gain Plan” means the plan submitted to, and approved by the Council pursuant to the conditions attached to the Planning Permission, to satisfy the Development’s biodiversity net gain requirements pursuant to Schedule 7A of the Act

“Biodiversity Metric” means the statutory biodiversity accounting tool published by DEFRA or Natural England as at the date that the biodiversity net gain assessment is undertaken for the purposes of the Biodiversity Gain Plan that can be used to measure the biodiversity value or relative biodiversity value of habitat or a habitat enhancement for the purposes of biodiversity net gain

“Biodiversity Units” the unit of biodiversity as measured by the Biodiversity Metric

“BNG Monitoring Fee” means the sum of £3,600 in respect of the Council’s costs to review monitoring reports and carry out site inspections for a minimum on nine occasions (Years 1, 2, 5, 10, 15, 20, 25, 30)

“Habitat Management and Monitoring Plan” a detailed specification in accordance with the Planning Permission to achieve the Development’s biodiversity net gain requirements pursuant to Schedule 7A of the 1990 Act prepared by a suitably qualified person to be submitted to the Council for approval in accordance with the terms of the Planning Permission covering a minimum of 30 (thirty) years from the date of implementation of said plan and including but not limited to details of monitoring and reporting to the Council during that period

“Soft Landscaping Scheme” the soft landscaping scheme pursuant to the Planning Permission

“Statutory Credits” means Statutory Credits for Biodiversity as set out at Section 101 of the Environment Act 2021

1. The Owner covenants with the Council as follows:

2. Unless the Council agrees otherwise in writing, not to Occupy any Dwelling on the Development until the Soft Landscaping Scheme has been laid out in accordance with the Planning Permission

3. Following the laying out of the Soft Landscaping Scheme in accordance with paragraph 2 of this Schedule, the Owner shall maintain (including renewing/replacing where appropriate) the Soft Landscaping Scheme for a consecutive period of at least 30 (thirty) years to the reasonable satisfaction of the Council and in accordance with any reasonable requirements the Council may stipulate.
4. To allow the Council, its agents, and contractors with or without workmen and equipment to enter onto the Site at all reasonable times to monitor compliance with this Deed and to pass and repass across any land in the Owner's control which is reasonably necessary to gain access to for the purpose of accessing the Site.
5. To submit separate monitoring reports to the Council in respect of the Soft Landscaping Scheme and the Biodiversity Gain Plan and the Habitat Management and Monitoring Plan which must be produced to the reasonable satisfaction of the Council, in the time periods as set out in the Habitat Management and Monitoring Plan from the date that the Soft Landscaping Scheme has been laid out in accordance with the Planning Permission in accordance with paragraph 2 of this Schedule. If any reports provided have not been completed to the reasonable satisfaction of the Council, the Owner is to submit revised report(s) within such reasonable period of time as the Council may specify (which may include submitting further revised report(s) until produced to the Council's reasonable satisfaction).
6. To pay the BNG Monitoring Fee to the Council prior to Occupation of any Dwelling
7. Not to Occupy any Dwelling on the Development until the BNG Monitoring Fee has been paid to and received by the Council.
8. Not to Occupy any Dwelling until either Biodiversity Units from a registered provider of offsite Biodiversity Units or Statutory Credits necessary to satisfy the Development's biodiversity net gain requirements to make up for the shortfall as identified in the Biodiversity Gain Statement prepared by Essential Ecology in support of the Planning Application and in accordance with the Biodiversity Gain Plan have been purchased and evidence that the necessary offsite Biodiversity Units or Statutory Credits have been purchased (so that the biodiversity net gain requirements in relation to the Development satisfies Schedule 7A of the Act) has been provided to the Council

SCHEDULE 7 – MANAGEMENT COMPANY

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

In the event of a transfer to a Management Company of the land containing (as appropriate) the Estate Roads and Soft Landscaping Scheme (or any part(s) of them) then the Owner undertakes to the Council:

1. Prior to first Occupation of the Site to establish and engage the Management Company on terms as agreed in writing with the Council and to confirm in writing the name and contact details of the Management Company and to submit to the Council evidence of the formation of the Management Company and procure that the Management Company executes and delivers a deed of covenant to the Council covenanting to observe and perform the obligations of the Management Company set out in this Schedule.
2. The Management Company shall be wholly owned by persons holding a relevant freehold or leasehold interest in the Site and/ or any Dwelling in the Development.
3. On:
 - 3.1 the transfer of a freehold interest in a Dwelling; and/or
 - 3.2 the grant of a long leasehold in a Dwelling.

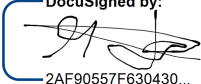
Such freehold owner or lessee shall be offered the opportunity to acquire an equal interest in the Management Company as the remaining freehold owners or lessees

4. That the Management Company:
 - 4.1 shall be under an obligation to manage, clean, maintain and repair as necessary the communal areas referred to and transferred or leased to it, including the Estate Roads and Soft Landscaping Scheme or in respect of which it has the benefit of an easement or other right in the Site and ensure the terms of requirements of the Estate Roads Specifications and Plans and the Biodiversity Gain Plan and Soft Landscaping Scheme as defined in Schedule 6 (as appropriate) as approved in writing by the Council are fully complied with, along with the conditions of the Planning Permission;

- 4.2 shall be under an obligation to comply with and observe the undertakings of the Owner contained within the Deed in relation to the Site;
 - 4.3 shall have the power to levy and collect charges from persons holding a relevant interest in the Dwellings in respect of the cost of performing the obligations referred to in this Schedule together with the cost of arranging insurances and management and such other costs as are usual for a Management Company to recover; and
 - 4.4 shall impose in every transfer or lease to the future owners and/ or occupiers of the Dwellings and the Management Company a covenant on behalf of the Management Company to comply with the terms of this Schedule and a covenant by an owner of that Dwelling not to transfer the interest in the Dwelling without simultaneously procuring that the transferee covenant to become a member of the Management Company and pay the service charges in respect of the Development including the fair and reasonable proportion of the costs of managing and maintaining the Estate Roads and Soft Landscaping
- 5. Not to wind up the Management Company or alter its constitution without the prior written consent of the Council unless the whole of the Development shall have been demolished or unless the Council has otherwise first agreed in writing.
 - 6. On the occurrence of the winding up or cessation of the Management Company to submit to the Council details of the replacement Management Company the structure and formation of which shall be subject to the Council's prior written approval for the purpose of managing and maintaining the Estate Roads and Soft Landscaping Scheme (as the case may be depending on whether the relevant part of the Site has been transferred to the Management Company).

Signed as a deed by
MELISSA LEWIS

DocuSigned by:



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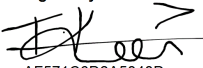
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Signatory

In the presence of:

Witness Signature

Signed by:



AF571C6D2A5848D...

.....

Witness Name

Tara Knee
.....

Witness Address

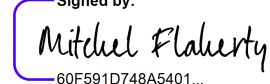
27 Windsor Crescent, Wokingham, RG40
..1GN.....

Witness Occupation

Sales Operations
.....

Signed as a deed by
MITCHEL FLAHERTY

Signed by:



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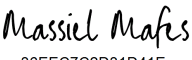
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Signatory

In the presence of:

Witness Signature

DocuSigned by:



36EEC7C2D31D41E...

.....

Witness Name

Massiel Mafes
.....

Witness Address

6006 FIELDSTON ROAD, BRONX, NY,
10471
.....

Witness Occupation

Self Employed
.....

Executed as a DEED BY
ABBEYMILL HOLDINGS LIMITED

Signed by:
James Pacifici
.....2A2677CE2B4A482.....

Director's Signatory

James Pacifici
.....
Director's Full Name

In the presence of:

Witness Signature

Signed by:
Charlotte Inchbald
.....FE69B517CEDE46B.....

Witness Name
.....charlotte inchbald
22 Lilly hill
Witness Address
.....Olney
Mk46 5ez
Witness Occupation
.....Director

APPENDIX 1

NOMINATION AGREEMENT

ANNEX

FORM OF NOMINATION AGREEMENT

THIS AGREEMENT is made the _____ day of _____ *

BETWEEN

(1) WOKINGHAM BOROUGH COUNCIL of Shute End, Wokingham, Berkshire RG40 1BN (“the Council”) and

(2) *[name of Association] whose registered office is at *[address] (“the Association”)

1. DEFINITIONS AND INTERPRETATION

1.1 In this agreement the following words and expressions shall (unless the context otherwise requires) have the following meanings:

“Approved Tenancy”	a weekly or monthly periodic assured tenancy, or an assured shorthold tenancy used solely to serve the purpose of a probationary or introductory tenancy in accordance with clause 2.1.1 below;
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“Association”	a body registered with The Housing Corporation pursuant to Section 3 of the Housing Act 1996;
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“Initial Nomination Notice”	means a written notice given by the Council to the Association giving the name and address and if available the telephone number of a Nominee during the Initial Nomination Period;
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“Initial Nomination Period”	means the period commencing on the date on which any unit shall first become available for letting or sale under Shared Ownership Leases and expiring on the date on which all of the units shall have been let for the
-----------------------------	---

	first time or sold by way of initial grant of Shared Ownership Leases;
“Initial Vacancy Notice”	means written notice given by the Association to the Council informing the Council that a Unit is or Units are available for occupation;
“Lender”	means any financial institution or institutions or other person or persons company or body corporate lending monies to the Association or its successors in title as proprietor of the whole or part or parts of the Property upon the security of the whole or part or parts of the Property and the expression the “Lender” shall include persons deriving title by through or under such person;
“Nomination Period”	Shall mean a period 80 (eighty) years from the date of physical completion of the first unit;
“Nomination Rights”	means the rights granted by clauses 6 and 7 hereof;
“Nominee”	A person nominated by the Council as a prospective tenant of a Rented Unit or a prospective lessee or assignee of a Shared Ownership Unit;
“Perpetuity Period”	The period of eighty (80) years from the date of the Section 106 Agreement;
“Planning Permission”	means the planning consent granted under reference number *[number] dated *[date];
“Release Notice”	means written notice given by the Association to the Council informing the Council that a Unit is or Units are available for sale;
“Resale Notice”	means a written notice given by the Association to the Council giving the

	address of the relevant Unit and date it will be available for sale;
"Section 106 Agreement"	an agreement dated *[date] and made pursuant to Section 106 of the Town and Country Planning Act 1990 between the Council *[other parties to section 106 followed by provider] for the provision of (inter alia) affordable housing on land at *[address of site];
"Shared Ownership Lease"	means the Association's model lease for shared ownership housing or such other shared ownership leases as have been approved in writing by the Council (such approval not to be unreasonably withheld or delayed);
"Site"	means land at *[address of Site] show edged red on the attached plan;
"Subsequent Nomination Notice"	means a written notice served by the Council on the Association during the Subsequent Nomination Period containing name, address and if available the telephone number of a Nominee;
"Subsequent Nomination Period"	means the remainder of the Nomination Period after expiry of the Initial Nomination Period;
"Subsequent Vacancy Notice"	means a written notice given by the Association to the Council giving the address of the relevant Unit and date it will be available for letting;
"Units"	Units comprising *[quantity] houses and *[flats] to be built on the Site being units numbered *[unit numbers] on the attached plan *[drawing number] approved as part of the Planning Permission; and (a) the "Rented Units" shall mean the units

numbered *[number];
and

(b) the “Shared Ownership
Units” shall mean the
units
numbered*[number];

“Void” means a Unit which having already
been let for the first time is vacant;

“Working Days” means Monday to Fridays excluding
public holidays.

- 1.2 Words of one gender shall be construed as importing any other gender.
- 1.3 Words importing the singular shall be construed as importing the plural and vice versa.
- 1.4 The clause headings do not form any part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.5 Where there is a conflict between any of the provisions of this Agreement and the provisions of the Section 106 Agreement, the provisions of the Section 106 Agreement shall be taken to prevail for all purposes.
- 1.6 References to “rent” shall means:-
 - 1.6.1 In the case of a Rented Unit, the rent payable under an Approved Tenancy;
 - 1.6.2 In the case of a Shared Ownership Unit, the gross rent payable under the Approved Lease (a proportion of which is payable, equivalent to the proportion of the equity retained by the Provider, as defined in the Shared Ownership Lease of that Unit).
- 1.7 If at any time any of the provisions of this Agreement shall become illegal invalid or unenforceable in any respect under any law, regulation or jurisdiction, either the legality, validity or enforceability of the remaining provisions of this Agreement shall in any way be affected or impaired as a result.

2. PROVISION OF AFFORDABLE HOUSING

- 2.1 The Association has agreed for the duration of the Perpetuity Period to make the Units available for occupation by Nominees as follows:-
 - 2.1.1 The Rented Units are to be let on Approved Tenancies.

2.1.1.1 An Assured Tenancy shall be granted unless otherwise agreed by the Council in writing, when an assured shorthold tenancy shall be granted for a period of twelve months to serve as a probationary tenancy.

2.1.1.2 At the expiry of the twelve month period, an assured tenancy shall be granted to the tenant unless he or a member of his household has breached the terms of the assured shorthold tenancy, or unless otherwise agreed between the Provider and the Council. This shall apply both on initial lettings of the Units and on subsequent re-lets.

2.1.2 The Shared Ownership Units are to be occupied under Shared Ownership Leases. The initial market value, being the basis for the premium chargeable by the Provider for each Shared Ownership Lease shall be as set out in the First Schedule hereto.

2.2 The Association will procure completion of the construction of the Units in conformity with the Planning Permission and the Section 106 Agreement or any amended or revised consent that may be obtained.

2.3 In furtherance of the better performance of the Council's obligations under Parts II Housing Act 1985 and Parts VI and VII Housing Act 1996 the Council and the Association agree to enter into a programme for the nomination of Nominee's to occupy the Units as hereinafter appearing.

3. RECITALS

3.1 The Association is the estate owner in fee simple in possession or holds the leasehold estate in the Unit(s).

3.2 It has been agreed between the parties that the Association will grant to the Council the 100% Nomination Rights for the initial tenancy or lease of the Units and thereafter Nomination Rights of 75% for all subsequent tenancies or leases of the Units for the remainder of the Nomination Period.

4. COVENANT

The terms of this agreement shall not for the avoidance of doubt apply to a Lender or successor in title of a Lender or any receiver appointed by a Lender of any shared ownership purchaser of a Unit or any successor in title to a Lender of such purchaser or any person acquiring a reversionary interest in such Unit pursuant to the terms of a Shared Ownership Lease or any successor in title or Lender of such person.

5. THE ASSOCIATION'S UNDERTAKING

The Association undertakes to provide *[number] low cost housing accommodation to persons nominated to the Association by the Council pursuant to this Agreement.

6. NOMINATION RIGHTS – RENTED UNITS

6.1 The Association grants to the Council the right to nominate tenants to the Units as follows:

6.1.1 One hundred percent nominations of the Units let for the first time and seventy five percent nominations of Units let for the second time

6.2 The Association agrees with the Council that the Association will let each of the Units on an Approved Tenancy Agreement to a Nominee for whom the Unit is suitable pursuant to the conditions of clause 6.7 herein.

6.3 During the Initial Nomination Period:

6.3.1 The Association shall not less than six weeks (6) prior to the anticipated date of a Unit or Units becoming available for letting for the first time serve on the Council an Initial Vacancy Notice and the Council shall have the right to nominate Nominees to occupy such available Unit or Units on the terms specified by the Association.

6.3.2 Within seven (7) working days of receipt of an Initial Vacancy Notice the Council shall give to the Association an Initial Nomination Notice and the Council shall confirm details of the Nominee or Nominees and on receipt of the Initial Nomination Notice the Association shall so soon as reasonably practicable thereafter offer the available Unit or Units to such Nominee or Nominees. The Association will confirm receipt of the council nomination to the Nominee within 10 working days, followed by an offer of the dwelling to the Nominee in writing, or by phone, text or e-mails, and the confirm in writing whether they have accepted or rejected the offer within 48 hours of viewing the property. Formal offers will be made in writing. The Association will copy the Council's Allocations Team into all offers sent to the Nominee.

6.3.3 In the event of a Nominee referred to in the Initial Nomination Notice either rejecting the Association's offer of an Approved Tenancy Agreement or failing to accept the same in writing within five Working Days after receipt of the Association's offer or in the event of the Association rejecting such Nominee in accordance with clause 6.7 then the process contained in clause 6.3 shall be repeated until a Nominee accepts the Unit.

6.3.4 In the event of a third Nominee rejecting the Unit the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.

- 6.3.5 Where the association has made a refusal on financial / affordability grounds, a copy of the financial assessment should be provided to the Council for review and for the Council to provide any relevant advice to the nominated applicant.
- 6.3.6. If the Association refuses to rehouse a nominee, the Association will inform the Council of the reasons for the refusal. Where a nominee has been refused by the Association, or excluded from the Association's stock, the applicant shall be advised in writing by the Association and given the right to request a review of the decision within 5 working days of the refusal - a copy of this letter shall be forwarded to the Council. The Association will look at each case on its own merits and in accordance with the Association's Allocations Policy. The Council has the right to challenge what may be seen as an unreasonable refusal or application of that policy. This shall be done within 5 working days of receiving a copy of the refusal letter to avoid delays in re-letting the property.

6.4 During the Subsequent Nomination Period:

- 6.4.1 The Association shall on receipt of notice of a Void give a Subsequent Vacancy Notice to the Council giving at least fourteen days (14) advance notice of the Void, who shall then have the right to nominate a Nominee or Nominees to occupy such available Unit or Units on the terms specified by the Association.
- 6.4.2 Within ten days (10) of receipt of the Subsequent Vacancy Notice the Council shall give to the Association a Subsequent Nomination Notice and the Council shall confirm details of the Nominee or Nominees.
- 6.4.3 In the event of a Nominee referred to in the Subsequent Nomination Notice either rejecting the Association's offer of an Approved Tenancy Agreement or failing to accept the same in writing within five Working Days of receipt of the Association's offer or in the event of the Association rejecting such a Nominee in accordance with clause 6.7 then the process contained in clause 6.4 shall be repeated until a Nominee accepts the Unit.
- 6.4.4 In the event of a third Nominee rejecting the Unit the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.
- 6.4.5 Where the association has made a refusal on financial / affordability grounds, a copy of the financial assessment should be provided to the Council for review and for the Council to provide any relevant advice to the nominated applicant.
- 6.4.6 If the Association refuses to rehouse a nominee, the Association will inform the Council of the reasons for the refusal. Where a nominee has been refused by the Association, or excluded from the Association's stock, the applicant shall be advised in writing by the

Association and given the right to request a review of the decision within 5 working days of the refusal - a copy of this letter shall be forwarded to the Council. The Association will look at each case on its own merits and in accordance with the Association's Allocations Policy. The Council has the right to challenge what may be seen as an unreasonable refusal or application of that policy. This shall be done within 5 working days of receiving the copy of the refusal letter to avoid delays in re-letting the property.

6.5 Continuation of the Council's Nomination Rights

- 6.5.1 The Association undertakes to make provision in accordance with this agreement so that the Council shall continue to have Nomination Rights in respect of the lettings of each Void in accordance with clause 6 hereof.
- 6.5.2 The Association shall monitor the number of Voids during each twelve month period commencing on the last day of the Initial Nomination Period in order to ensure that it complies with clause 6.1.2 and shall advise the Council at quarterly intervals of its findings.
- 6.5.3 Upon receiving notice of a Void, the Association shall determine whether an Approved Tenancy Agreement of the relevant Unit should be offered to a Nominee having regard to the Association's obligations under clause 6.5.1.

6.6 Information the Association shall supply to the Council in writing

- 6.6.1 Full details of any offer of an Approved Tenancy Agreement made by the Association to a Nominee.
- 6.6.2 If the Association makes no offer of an Approved Tenancy Agreement to a Nominee specified in either an Initial or Subsequent Nomination Notice served by the Council full details of the reason for not making any offer; and
- 6.6.3 Full details of whether and when any such offer has been accepted or rejected by a Nominee and if the offer is rejected the reason given by the Nominee for rejection.
- 6.6.4 Full details of the new tenants start date to be sent to the Allocations Team within 10 days of the Tenancy Agreement being signed.

6.7 Assessment of prospective tenants

- 6.7.1 The Association shall not be obliged to offer an Approved Tenancy Agreement to a Nominee unless it is reasonably satisfied that the Nominee is a person whom the Association would normally house under its lettings and allocations policy in force from time to time.

- 6.7.2 The Association shall supply to the Council full details of its lettings and allocations policy at least one month prior to service of the Initial Vacancy Notice and shall notify the Council of any changes in such lettings and allocations policy from time to time.
- 6.7.3 The Association shall at all times use reasonable endeavours to ensure that the rents of the Units are set in accordance with the Association's rent policy.
- 6.7.4 In the event that any or all of the Units are rendered unfit for occupation and use by a risk not covered by an insurance policy maintained by the Association or in the event of repair rebuilding or reinstatement of any or all of the Units being frustrated by any reason beyond the control of the Association the Association may serve notice upon the Council suspending the effect of this agreement insofar as it applies to the Units which have been rendered unfit for occupation and use until such Units are rendered fit for occupation and use PROVIDED ALWAYS that the Association shall use all reasonable endeavours to promptly render fit for occupation and use all such Units.

7. NOMINATION RIGHTS – SHARED OWNERSHIP UNITS

- 7.1 The Association grants to the Council the right to nominate tenants to the Units as follows:
 - 7.1.1 One hundred percent nominations of the Units sold for the first time and seventy-five percent nominations of the Units sold for the second time
- 7.2 The Association grants to the Council during both the Initial Nomination Period and the Subsequent Nomination Period the Nomination Rights and agrees with the Council that the Association will (subject to clauses 7.3 through to 7.9 hereof) either grant a Shared Ownership Lease of each of the Units or, as appropriate, consent to the assignment of the Units in respect of which Shared Ownership Leases shall already have been granted on each occasion to a Nominee for whom the Unit is suitable.
- 7.3 For initial disposals, at least six weeks before practical completion the Association issue the Council notice setting out details of the Units, including its proposed sale price, equity share, rent on unsold equity and service charge.
- 7.4 The RP will seek referrals from their own shared ownership list. This list will be anonymised using the Prioritising for Shared Ownership Form (Annex A) providing the relevant information to assess local connection whilst adhering to the general Data Protection Regulation.
- 7.5 Within fourteen days (14) of receipt of a Release Notice or Resale Notice the Council will check the list of nominees using the Councils shared ownership criteria and return the list of nominees to the registered provider in order of priority.

- 7.6 Within twenty one days (21) of the Council providing the Association with names and addresses of Nominees pursuant to clause 7.5 above, the Association shall interview the Nominees and notify the Nominee and the Council of their decision within seven days (7) of the interview.
- 7.7 If after the Initial Nominations, there remain unsold Units, the Association will send further nominations from their Shared Ownership List to the Council's Allocations Team. The Council will send a priority list to the Registered Provider within a further seven days (7) from receipt of the notification to put forward the names and addresses of further Nominees.
- 7.8 If, after point 7.7, there still remain unsold Units, after an 8 week period and after appropriate marketing, advertising and promotion has been undertaken, the Association will be free to offer the Unit to any applicant who works or lives within the Wokingham Borough and is in social housing need without having reference to the Council.
- 7.9 For Subsequent Sales of Shared Ownership Units, the Association will issue a Resale Notice to the Council as soon as is reasonably practicable and points 7.3 to 7.8 will apply.

8. Disposal

- 8.1 Subject to clause 8.2 the Association shall not:
 - 8.1.1 sell or otherwise dispose of the Unit or any part thereof except by way of legal charge or mortgage provided always that the grant of leases wayleaves other rights to statutory undertakers or companies for the provision of services and the dedication of the roads and sewers in connection with the construction and completion of the Units shall not constitute breaches of these conditions; or
 - 8.1.2 materially limit its ability to perform its obligations under this Agreement by dealing except by way of legal charge or mortgage with the Unit (other than by letting the Units to individual tenants under Approved Tenancy Agreements or by granting Shared Ownership Leases).
- 8.2 If the Association shall dispose of all or any part or parts of the Units to a social landlord registered with the Housing Corporation under the Housing Act 1996 or any other statutory provision amending or replacing the same the Council shall have no objection thereto subject to such social landlord prior to such disposition entering into an agreement with the Council mutatis mutandis and pro tanto to the part or parts so disposed of in the form of this agreement PROVIDED ALWAYS that the terms of this clause 8 shall not for the avoidance of doubt apply to a Lender who shall be free to dispose of the Unit free from the effect of this Agreement.
- 9. Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre paid first class post to the address of the parties indicated above or such other address notified by one party to the other and

any notice shall have been deemed to have served two Working Days after posting.

- 10.** In the case of dispute or difference on any matter under this agreement or as to the construction of this agreement any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Chartered Institute of Housing in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory re-enactment modification for the time being in force.
- 11.** It is hereby agreed and declared that the obligations contained in this Agreement are personal to the Association and shall not be binding upon any Lender.
- 12.** For the avoidance of doubt, in case of conflict between the Association's obligations in this Agreement and the general regulatory requirements to which the Association is from time to time bound, the latter shall take precedence, so that the Association shall not be liable to the Council for failure to comply with any of its obligations in this Agreement if compliance would be in breach of any such regulatory requirements.
- 13.** The provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 14.** The Association shall from time to time supply to the Council such information as the Council shall reasonably require to satisfy itself that the obligations in this Agreement on the part of the Association have been performed and observed.

ANNEX A

WBC Prioritising for S/O scheme

Full Address of Scheme	RP Details:
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Applicant #	Date/Time applied	MOD?	Current tenure	Live in area?	Work in area?	Housing makeup	Additional information?	WBC priority

APPENDIX 2

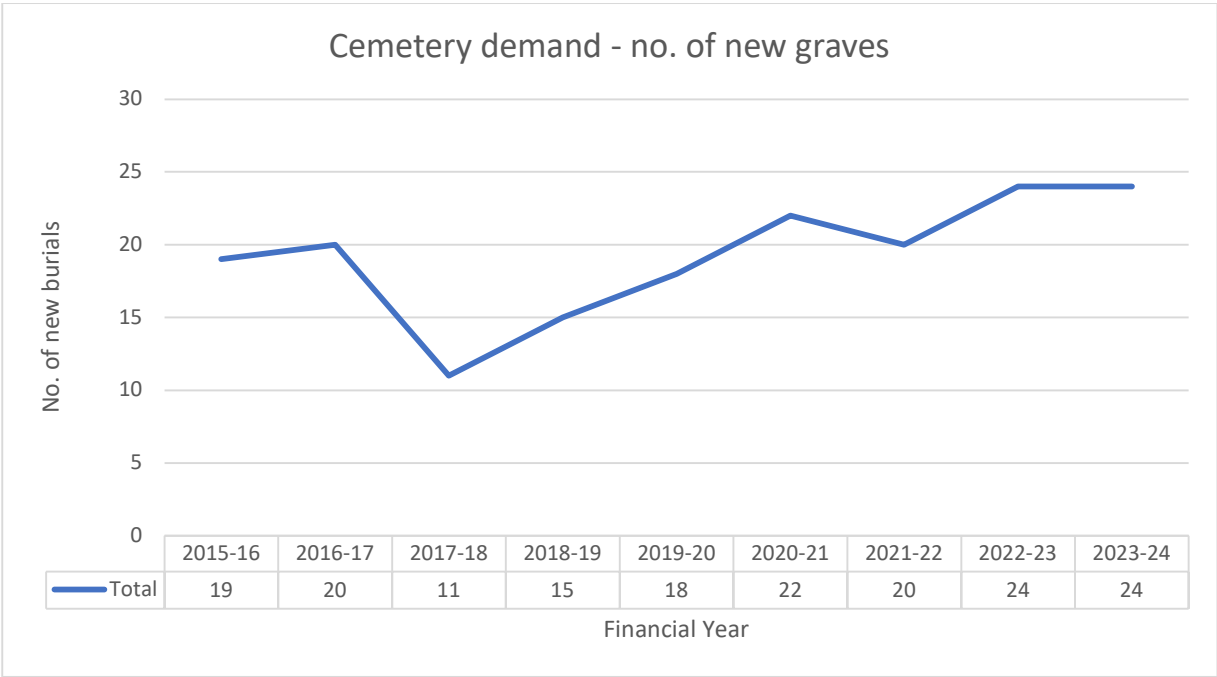
DOCUMENT TITLED "INDICATIVE COSTINGS FOR PROVISION OF A NEW CEMETERY
IN WOKINGHAM BOROUGH

Indicative costings for Provision of a New Cemetery in Wokingham Borough

Background & Current Position

Wokingham Borough Council currently manages two open cemeteries for the provision of burial space as a designated burial authority.

Demand for our two cemeteries has continued to increase over the past five years, as outlined in the graph below. Demand has increased due to an increase in the size of population in Wokingham Borough (driven to a large extent by an increase in new developments) and an ageing population.



As of 5th January 2026, 179 new grave plots are available at the existing Wokingham Borough Cemeteries (98 at St. Sebastian’s Cemetery, 81 at Shinfield Cemetery) which also include new graves for cremated remains.

Within the overall number of 179 available grave plots, some plots are only suitable for certain communities (such as the Muslim and Bahai communities requiring un-consecrated ground in specific cemetery sections for their communities).

On the basis of considering all the requirements for our different communities and where the available grace spaces are located, we will need a new cemetery within the Borough over the next few years.

Wokingham Borough Core Strategy Development Plan

The current policy in Wokingham Borough Core Strategy Development Plan Document (Adopted – 29 January 2010) requires 24 burial plots per 1000 dwellings. The figures have been based on regional data contained within the Roger Tyms report - South East Counties – the Cost of & Funding of Growth in the South East England (June 2005) which assumed standard annual mortality rate of 9.9/1000 population. The Joint Strategic Needs Assessment for Wokingham Unitary Authority Area (July 2009) produced by the Greater London Authority for Wokingham Borough which uses more up to date local data indicates that the appropriate annual mortality rate for Wokingham Borough is around 6/1000 population.

WBC has planned for an increase of 12,763 dwellings (2023-2040)¹ which equates to 30,631 new residents and using the mortality rate above we could expect 183.8 (30,631 x 6/1000) deaths per annum or 3,125 in the plan period 2023-2040 as result of new development. However 'South East Counties The Cost & Funding of Growth in South East England - Final Report June 2005' and the 'GLA Joint Strategic Needs Assessment for Wokingham Unitary Authority Area' (July 2009) indicate that only 30% of these deaths will require burial and consequently WBC should be planning to accommodate an additional 938 burial spaces in the plan period from new development. This is equivalent to a provision rate of **31 burials/1000 population** (6 (annual mortality rate x 17 (Plan period in years) x 0.3 (the proportion of deaths requiring burial)).

Space for new graves is estimated at around 1,730 grave plots per hectare. The number of people per grave depends on individual Local Authorities, but Tym works on an estimate of 2.5 people per grave which means that 4,325 people can be buried per hectare overall.

We are currently exploring locations within Wokingham Borough Council for a new cemetery. We are not at the stage of having full costings on this until the land has been obtained, so have decided to base required contribution on an indicative costing at this stage.

Our estimates are based on 0.1 hectares being allocated for an ashes strewing area, pathways and a turning circle and 0.3 hectares being allocated to graves. Half the grave capacity will be single depth graves (260 graves) and half the cemetery being a combination of double depth graves, double depth plus ashes graves and cremation plots (259 graves with an average of 2.5 burials per grave providing 647 burials). **For the 0.4 hectare site, this estimate shows that the site will have capacity to provide 519 graves and 907 burials overall which is equivalent to 12,191 dwellings** (907/31 x (1000/2.4 = 416.7). This is slightly short of the 938 burials required but is the best option that we currently have.

This option is not at a stage where there is any certainty over the feasibility or costs of delivery and consequently the council has decided to base required contribution on an indicative costing at this stage.

¹ Based on 'Right Homes, Right Places: Wokingham Borough Local Plan Update 2023-2040 Proposed Submission Plan'.

Table 1 Indicative budget for provision of new cemetery

Item	Cost
0.4 hectares of land which we are hoping to secure for nil value. ²	£0
Development of cemetery on the 0.4 hectare site. ³	£380,000
RIBA Stage 1 Planning and Design Services. ⁴	£11,300
Stage 1 - Site Investigation, Walkover Survey and Letter Report. ⁵	£2,670
Stage 2 – Production of a detailed T2 Groundwater Risk Assessment. ⁶	£2,080
Development Consultancy Costs ⁷	£35,000
RIBA Stage 4 project management post planning ⁸	£60,000
Sub total	£491,050
Project Contingency (10%)	£49,105
Total project costs (excluding borrowing)	£540,155
Cost of borrowing (interest) based on 50 year loan at fixed rate of 4.5% p.a.	£823,591
Total Project Costs including borrowing costs	£1,363,746

This would give per dwelling cost of £111.86 (£1,363,746/12191).

The (>>>>>>>) development proposes X new dwellings and consequently will require a contribution of **£xxx** (Number of proposed dwellings x £111.86) towards the provision of additional cemetery space.

² Land may incur cost at agricultural land value. For the purposes of this calculation, have assumed nil land value so that cost is underestimated rather than over-estimated.

³ Costs are based on Easthampstead Cemetery estimated construction costs for a new cemetery for 0.4 hectares. This new cemetery is in the neighbouring borough to Wokingham Borough and costs were obtained in 2020. The construction costs in Easthampstead are £1.9 million for 2 hectares. We have calculated the construction costs for Wokingham Borough as a pro rata cost. These costs were obtained in 2020 so are likely to be an underestimation of the Wokingham Borough construction costs. This cost will include providing a new access road, upgrading an existing byway, levelling and clearance of the land, fencing, pathways, turning circle, providing water supply, creating ashes strewing area, planting trees and shrubs.

⁴ Costs based on quotation from CDS (Quote No: CDS-CC-3159, dated 27.01.26).

⁵ Costs based on quotation from CDS (Quote No: CDS-CC-3146, dated 20.01.26).

⁶ Costs based on quotation from CDS (Quote No: CDS-CC-3146, dated 20.01.26).

⁷ Cost based on lower estimate from CDS (email dated 04.02.26).

⁸ Cost based on lower estimate from CDS (email dated 04.02.26).