

Dated: 10th SEPTEMBER 2025

WOKINGHAM BOROUGH COUNCIL

- and -

FREEMONT HOMES LIMITED

-and-

RAVI BHUSHAN BHARDWAJ

-and-

MAURICE ELLIOTT LAWSON and JANET DEBRA LAWSON

-and-

MANJEET SINGH GILL

-and-

LENDINVEST SECURITY TRUSTEES LIMITED

-and-

CLYDESDALE BANK PLC

-and -

RAMESHBHAI BHAGWANJI NAIK and ILABHEN NAIK

**Deed of Variation
to an Agreement under
Section 106 of the Town and Country Planning Act 1990
and Section 111 Local Government Act 1972
in relation to the development of land south of
Old Bath Road Sonning Berkshire RG4 6GQ
Planning Application Reference: 220663 and 241900**

Wokingham Borough Council
Shute End
Wokingham
Berkshire
RG40 1WH

THIS DEED is made the 10th day of SEPTEMBER 20 25

BETWEEN

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices Shute End Wokingham Berkshire RG40 1WH ("the Council")
- (2) **FREEMONT HOMES LIMITED** (Company Registration Number 14849054) whose registered office is at 21 West Drive Sonning Reading Berkshire RG4 6GE ("the First Owner");
- (3) **RAVI BHUSHAN BHARDWAJ** of The Range Old Bath Road Sonning Reading Berkshire RG4 6TQ ("the Second Owner");
- (4) **MAURICE ELLIOTT LAWSON and JANET DEBRA LAWSON** of Red Lodge Old Bath Road Sonning Reading Berkshire RG4 6TQ ("the Third Owner");
- (5) **MANJEET SINGH GILL** of 85 (First Floor) Great Portland Street London W1W 7LT and of 21 West Drive Sonning Reading Berkshire RG4 6GE ("the Fourth Owner")
(The First Owner the Second Owner the Third Owner and the Fourth Owner collectively referred to as "the Owner")
- (6) **LENDINVEST SECURITY TRUSTEES LIMITED** (Company Registration Number 08743617) whose registered office is at 4-8 Maple Street London W1T 5HD ("the First Mortgagee")
- (7) **CLYDESDALE BANK PLC** (Scot. Co Regn No SC001111) whose registered office is at 177 Bothwell Street Glasgow G2 7ER and of Mortgage Services PO Box 3105 Clydebanks Glasgow G60 9AU ("the Second Mortgagee")
- (8) **RAMESHBHAI BHAGWANJI NAIK and ILABHEN NAIK** of 22 Denmark Avenue Woodley Reading Berkshire RG5 4RS ("the Third Mortgagee")

WHEREAS

1. The Council is the local planning authority for the purposes of the Act.
2. The Council is the local highway authority for the area in which the Site is situated.
3. The First Owner is the freehold owner of part of the Site registered with HM Land Registry title number BK123860 free from encumbrances that would prevent the First Owner entering into this Deed.

4. The First Mortgagee has legal charges dated 27 September 2024 registered against part of the Site with HM Land Registry title BK123860 and consents to the First Owner entering into this Deed.
5. The Second Owner is the freehold owner of part of the Site registered under HM Land Registry BK238049 free from encumbrances that would prevent the Second Owner entering into this Deed.
6. The Second Mortgagee has a legal charge dated 18 March 2022 registered against part of the Site with HM Land Registry title BK238049 and consents to the Second Owner entering into this Deed.
7. The Third Owner is the freehold owner of part of the Site registered under HM Land Registry BK238978 free from encumbrances that would prevent the First Owner entering into this Deed.
8. The Fourth Owner is the freehold owner of part of the Site registered under HM Land Registry BK517107 free from encumbrances that would prevent the First Owner entering into this Deed.
9. The Third Mortgagee has a legal charge dated 29 June 2023 registered against part of the Site with HM Land Registry title BK517107 and consents to the Fourth Owner entering into this Deed.
10. The Original Agreement was entered into and the Council granted the Planning Permission.
11. The Second Planning Application has been submitted to the Council and the Council considers that the Second Planning Permission could be granted subject to the prior completion of this Deed.
12. The Council considers it expedient and in the interests of the proper planning of its area and having regard to its statutory function that this Deed which is a supplemental agreement to the Original Agreement be entered into for the purpose of securing satisfactory arrangements for the development of the Site.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

In this Deed where the context so admits all expressions shall have the meanings given to them by the Original Agreement save that the following expressions shall have the following meanings:-

"the Original Agreement"	the agreement dated 9 th May 2023 made pursuant to Section 106 of the Act and all other enabling powers between Wokingham Borough Council (1) and Rameshbhai Bhagwanji Naik and Ilabhen Naik (2) Ravi Bhushan Bhardwaj (3) Maurice Elliott Lawson and Janet Debra Lawson (4) Manjeet Singh Gill (5) Cube Developments UK Limited (6) Lloyd Antony (7) and Clydesdale Bank Plc (8);
"the Development"	means the proposed erection of 57 dwellings suitable for older persons accommodation following demolition of the existing dwellings (Access, Layout, Scale and appearance to be considered);
"the Planning Permission"	the planning permission dated 12 th May 2023 with Council reference 220663 granted for the Development;
"the Second Planning Application"	the planning application to vary condition 2 of planning consent 220663 for the proposed erection of 57 dwellings suitable for older persons accommodation following demolition of the existing dwellings (Access, Layout, Scale and appearance to be considered). Condition 2 refers to approved plans and details and the variation is to change the site layout and associated details. The proposal also includes a request to vary the S106 to remove the age-related occupancy restriction of the first Planning Permission given the reference number 241900 by the Council;
"the Second Planning Permission"	the planning permission granted pursuant to the Second Planning Application and shall include any subsequent permissions under Section 73 of the Act permitting the carrying out of the Development;

“the Site”

the land known as land south of Old Bath Road
Sonning Berkshire RG4 6GQ and shown for
identification purposes only edged red on the Plan
annexed to the Original Agreement;

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.

3 LEGAL BASIS

- 3.1 This Deed is made pursuant to all powers enabling the parties and in particular Sections 106 and 106A of the Act and Section 111 of the Local Government Act 1972.
- 3.2 The obligations imposed upon the Owner by 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 their successors in title and assigns and the persons claiming under or through it.

4 VARIATION TO THE ORIGINAL AGREEMENT

- 4.1 The Council and the Owner agree that on and from the date of this Deed the Original Agreement is varied as follows:
- 4.1.1 The definition of "Owners" shall be deleted and replaced with the following definition;
- "Owner" the First Owner the Second Owner the Third Owner and the Fourth Owner and shall include successors in title to any of the parties comprised within the definition of Owner and 'Owners' shall be construed accordingly;
- 4.1.2 "Agreement" in Recital 1 and in the definitions of "Commencement of Development" and "Plan" shall be deleted and replaced with "Deed".
- 4.1.3 The wording "and the Second Planning Application" shall be inserted in the definition of 'Development' after 'Planning Application'.
- 4.1.4 The wording "and/ or the Second Planning Permission and 'Dwellings' shall be construed accordingly" shall be inserted after 'Planning Permission' in the definition of "Dwelling".
- 4.1.4 The words "PROVIDED THAT the Index-Linked sum shall never be less than the original sum specified as payable under this Deed" shall be inserted into the definition of "Index-Linked" after "Deed" and before "It should be noted...".
- 4.1.6 The wording "and Occupy shall be construed accordingly" shall be inserted after 'individuals' in the definition of "Occupation" and "Occupied".
- 4.1.7 The following definitions shall be inserted:

"the Second Planning Application"	the planning application to vary condition 2 of planning consent 220663 for the proposed erection of 57 dwellings suitable for older persons accommodation following demolition of the existing dwellings (Access, Layout, Scale and appearance to be considered). Condition 2 refers to approved plans and details and the variation is to change the site layout and associated details. The proposal also includes a request to vary the S106 to remove the age-related occupancy restriction of the first Planning Permission given the reference number 241900 by the Council;
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“the Second Planning Permission” the planning permission granted pursuant to the Second Planning Application and shall include any subsequent permissions under Section 73 of the Act permitting the carrying out of the Development;

- 4.1.8 The wording “and the Second Planning Permission” shall be inserted after ‘the Planning Permission’ in Clause 7.8 and clause 7.10.
- 4.1.9 First Schedule paragraph 2.6 shall be deleted and replaced with the following paragraph;
- ‘2.6 to pay the Additional Affordable Housing Contribution to the Council no later than twenty (20) Working Days from demand for payment of the same being made by the Council following determination by the Council that an Additional Affordable Housing Contribution is payable after assessment of the Viability Review and not to let or lease or permit the sale or Occupation of the Fifty Second (52nd) Dwelling or more than ninety per cent (90%) of the total number of Dwellings until the Council has received the Additional Affordable Housing Contribution.’
- 4.1.10 Third Schedule Paragraph 2 ‘Owners’ shall be replaced with ‘Owner’.
- 4.1.11 Third Schedule Paragraph 3 the word “the” between ‘of’ and ‘any’ shall be deleted.
- 4.1.12 The Fourth Schedule shall be deleted and replaced with the following;

FOURTH SCHEDULE

OWNER’S AND DEVELOPER’S COVENANTS

OCCUPATION OF DWELLINGS

1. The Owner covenants with the Council;
 - 1.1 In the event the Planning Permission is implemented;
 - 1.1.1 not to Occupy nor permit nor allow Occupation of any Dwellings other than by a Qualifying Person and/ or Co-Resident unless the prior written approval of the Council is provided to the Owner or the Developer.
 - 1.1.2 not to Occupy nor permit nor allow Occupation of a Dwelling until the Owner of the Developer has procured in any licence transfer lease or tenancy in respect of a Dwelling a notification information each resident of a Dwelling of the restriction in paragraph 1.1 of this Schedule.
 - 1.2 For the avoidance of doubt the restrictions in Paragraph 1.1 shall only apply where the Planning Permission is implemented and not when the Second Planning Permission is implemented providing the Owner and the Developer confirms to the Council which planning permission has been implemented and implements the same.

4.1.13 *The wording "or the Second Planning Permission" shall be inserted after "the Planning Permission in the Fifth Schedule paragraph 1.1.*

4.1.14 *The wording "or the Second Planning Permission" shall be inserted after "the Planning Permission in the Fifth Schedule paragraph 1.1.*

4.2 The Parties acknowledge that there has not been any performance or part performance of an obligation under the Original Agreement or this Deed of Variation

4.3 The Owner and the Council confirm that the obligations contained in the Original Agreement shall remain in full force and effect save as varied by this Deed.

5 COSTS OF THIS DEED

5.1 Upon completion of this Deed the Owner shall pay to the Council its reasonable and proper legal costs in connection with the negotiation preparation and completion of this Deed.

6 REGISTRATION

6.1 This Deed shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council and a notice in the Charges Register at Land Registry.

7 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

7.1 The parties to this Deed do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

8 MORTGAGEE'S CONSENT

8.1 The First Mortgagee, the Second Mortgagee and the Third Mortgagee hereby consents to the Site being bound by all the provisions contained in this Deed.

9 JURISDICTION AND GOVERNING LAW

9.1 This Deed shall be construed in accordance with the law of England and any disputes arising from its terms shall be subject to the exclusive jurisdiction of the English courts.

IN WITNESS whereof this instrument has been executed and delivered as a Deed
the day and year first before written

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

Authorised Signatory/ Solicitor

LEGAL ASSISTANT

Executed as a Deed by
FREEMONT HOMES LIMITED
acting by
and
in the presence of

SIGNED AS A DEED
by **RAVI BHUSHAN BHARDWAJ**

In the presence of:-

Witness Signature:

Witness Name and Address:

SIGNED AS A DEED
by **MAURICE ELLIOTT LAWSON**

In the presence of:-

Witness Signature:

Witness Name and Address:

SIGNED AS A DEED
by **JANET DEBRA LAWSON**

In the presence of:-

Witness Signature:

Witness Name and Address:

SIGNED AS A DEED
by **MANJEET SINGH GILL**
In the presence of:-

Witness Signature:

Witness Name and Address:

Executed as a Deed by)
)
LENDINVEST SECURITY TRUSTEES LIMITED)
acting by)
and)
in the presence of)

Executed as a Deed by)
CLYDESDALE BANK PLC)
acting by)
and)
in the presence of)

Witness Signature:

Witness Name and Address:

SIGNED AS A DEED)
by **RAMESHBHAI BHAGWANJI NAIK**)
In the presence of:-)

Witness Signature:

Witness Name and Address:

Witness Signature:

Witness Name and Address:

SIGNED AS A DEED
by **MANJEET SINGH GILL**
In the presence of:-

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)
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Witness Signature:

Witness Name and Address:

Executed as a Deed by

)

)

LENDINVEST SECURITY TRUSTEES LIMITED

)

acting by *KS GILL*

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and

)

in the presence of

)

~~Executed as a Deed by~~

CLYDESDALE BANK PLC

acting by

)

and

)

in the presence of

)

Witness Signature:

~~Witness Name and Address:~~

SIGNED AS A DEED

)

by **RAMESHBHAI BHAGWANJI NAIK**

)

In the presence of:-

)

Witness Signature:

Witness Name and Address:

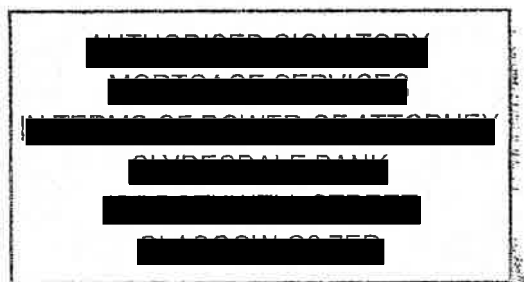
Signed as a Deed by

As an attorney for Clydesdale Bank PLC

In the presence of

Signature of Witness

Name of Witness.



Witness Signature:

Witness Name and Address:

SIGNED AS A DEED)
by MANJEET SINGH GILL)
In the presence of:-)

Witness Signature:

Witness Name and Address:

Executed as a Deed by)
)
LENDINVEST SECURITY TRUSTEES LIMITED)
acting by)
and)
in the presence of)

Executed as a Deed by)
CLYDESDALE BANK PLC)
acting by)
and)
in the presence of)

Witness Signature:

Witness Name and Address:

SIGNED AS A DEED)
by RAMESHBHAI BHAGWANJI NAIK)
In the presence of:-)

Witness Signature:

Witness Name and Address:

SIGNED AS A DEED

by ILABHEN NARK

In the presence of:-

Witness Signature:

Witness Name and Address:

