

Dated: 9th May 2023.

WOKINGHAM BOROUGH COUNCIL

- and -

RAMESHBHAI BHAGWANJI NAIK and ILABHEN NAIK

- and -

RAVI BHUSHAN BHARDWAJ

-and-

MAURICE ELLIOTT LAWSON and JANET DEBRA LAWSON

-and-

MANJEET SINGH GILL

-and-

CUBE DEVELOPMENTS UK LIMITED

-and-

LLOYD ANTONY

-and-

CLYDESDALE BANK PLC

**Deed of Agreement to Provide Planning Obligations
pursuant to Section 106 of the Town and Country Planning Act 1990 and
Section 111 Local Government Act 1972
in relation to the proposed development on land south of Old Bath Road
Sonning Berkshire RG4 6GQ**

Planning Reference Number 220663

Wokingham Borough Council
Shute End
Wokingham
Berkshire
RG40 1BN

This Deed is made the 9th day of May 2023

BETWEEN

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices Shute End Wokingham Berkshire RG40 1WH ("the Council")
- (2) **RAMESHBHAI BHAGWANJI NAIK** and **ILABHEN NAIK** of The Lawns Old Bath Road Sonning Reading Berkshire RG4 6TQ ("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")
- (6) **CUBE DEVELOPMENTS UK LIMITED** (Company Registration Number 05041424) whose registered office is 450 Brook Drive Reading Berkshire RG2 6UU ("the First Developer")
- (7) **LLOYD ANTONY** of 450 Brook Drive Reading Berkshire RG2 6UU ("the Second Developer")
- (8) **CLYDESDALE BANK PLC** (Scot. Company Registration Number SC001111) whose registered office is at 30 St Vincent Place Glasgow G1 2HL and of Mortgage Services PO Box 3105 Clydebanks Glasgow G60 9AU ("the Mortgagee")

WHEREAS

1. The Council is the local planning authority for the purpose of the Act for the area in which the Site is situated and by whom the obligations created by this Agreement are enforceable.
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.
4. The Second Owner is the freehold owner of part of the Site registered with HM Land Registry title number BK238049.
5. The Third Owner is the freehold owner of part of the Site registered with HM Land Registry title number BK238978.
6. The Fourth Owner is the freehold owner of part of the Site registered with HM Land Registry title number BK517107.

7. The First Developer has exercised an option to purchase pursuant to the terms of an option agreement made on the 14th October 2019 and 1st March 2021 as varied by supplemental agreements.
8. The Second Developer has an option to purchase contained in an agreement with the Third Owner dated 8 October 2019, 13 May 2021 and 9th December 2021 as varied by supplemental agreements.
9. The 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
10. The Planning Application has been made to the Council for planning permission for the Development on the Site.
11. The Council has not yet determined the Planning Application and the Owner enters into this Deed with the intent that some or all of the objections by the Council to the grant of Planning Permission are overcome.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

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

“2019 Planning Permission”	the planning permission with reference 190693 granted 26 November 2019 for the proposed erection of 1no. dwelling including landscaping
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“Act”	the Town and Country Planning Act 1990, as amended
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“Actual Build Costs”	shall mean the actual base build costs already incurred at review date including and in addition to any preliminaries, demolition/site clearance/site preparation, abnormal costs, on-site infrastructure and utilities, offsite infrastructure, contractor's overheads and profit, design fees and professional fees but excluding contingencies and other costs including developer contributions
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“Affordable Housing”	housing of different tenures provided with subsidy
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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 Department for Communities and Local Government

“Additional Affordable Housing Contribution”

shall mean any sum identified as required to be paid by the Owner to the Council following conclusion of the Viability Review as agreed in writing by the Council up to the Total Affordable Housing Contribution to be calculated in accordance with the First Schedule

“CIL”

shall mean the planning charge known as the community infrastructure levy introduced by the Community Infrastructure Levy Regulations 2010 (as amended)

“Commencement of Development”

the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and no other purpose) operations consisting of marking out, surveying, archaeological investigations, demolition, site clearance, site preparation, 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” and “Commencement” shall be construed accordingly

“Co-Resident”

the spouse or partner of a Qualifying Person who is at least sixty (60) years old and is either living

with a Qualifying Person or who was living with a Qualifying Person who has now died

“Development” 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). as set out in the Planning Application

“Developer” means the First Developer and the Second Developer

“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

“Employment Skills Contribution” the sum of Fifteen Thousand Pounds (£15,000.00) Index-Linked (which has been calculated by the Council 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 only:

$$1 \times £3750 = \text{Employment Skills Contribution}$$

Where 1 is the total number of jobs created, and apprenticeship starts identified in the Outcomes Bands below where V is the value of the construction costs calculated as $=C \times D$

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, apprenticeship or other vocational initiatives to develop local employability skills required by developers and contractors 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 shall provide for 5 community skills support activities and 2 apprenticeship starts and the creation of 2 jobs or such other mix as is approved in writing by

the Council

“Estimated Build Costs”	shall mean the estimated base build costs yet to be incurred including and in addition to any preliminaries, demolition/site clearance/site preparation, abnormal costs, on-site infrastructure and utilities, offsite infrastructure, contractor’s overheads and profit, design fees and professional fees and contingencies but excluding other costs including developer contributions
“Expert”	means an independent and suitable person holding appropriate professional qualifications appointed by the Owner (and subject of the prior written approval by the Council) to undertake the Viability Review
“Final Travel Plan”	A travel plan to meet the Travel Plan Objective which is to be submitted to the Council in accordance the Third Schedule
“Gross Development Value (‘GDV’)”	means the value derived from: the sales values of any units, car parking spaces, and any other buildings to be sold; the rental value of any units be rented out which are capitalised using a yield, ground rents, and any rents generated by commercial floorspace; or any other use to give an overall capital value
“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

“Initial Affordable Housing Contribution”

shall mean a contribution of One Hundred Thousand Pounds (£100,000.00) Index-Linked towards the off-site provision or regeneration of Affordable Housing within the Council’s administrative area

“Interim Travel Plan”

a travel plan to meet the Travel Plan Objective which is to be submitted to the Council in accordance with the Third Schedule and which shall include a requirement for the Final Travel Plan

“Monitoring Fee”

means a sum calculated at a rate of £474.00 (four hundred and seventy four pounds) per planning obligation trigger 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) shall amount to a maximum total sum of One Thousand Eight Hundred and Ninety Six Pounds (£1,896.00)

“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

“Owners”

the First Owner the Second Owner the Third Owner and the Fourth Owner shall include any successors in title to any of the parties comprised within the definition of the Owners

“Plan”

the plan attached to this Agreement

“Planning Application”

the planning application made under reference 220663 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

“Qualifying Person”

a person who is at least sixty (60) years old

“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

“Total Affordable
Housing Contribution”

means the sum of One Million Six Hundred and Five Thousand Two Hundred and Thirty Six Pounds and Sixteen Pence (£1,605,236.16) Index-Linked towards the off-site provision or regeneration of Affordable Housing within the

Council's administrative area

"Travel Plan Co-Ordinator" the person to be appointed and to undertake the travel plan obligations in accordance with the Third Schedule

"Travel Plan Objective" a travel plan to reduce the number and length of single car trips to be generated by the development of the Site while supporting more sustainable forms of travel and reduce the overall need to travel

"Viability Review" a review and assessment to be undertaken by an Expert which shall provide documentary evidence to the Council regarding the calculation of any sum which following consideration of the Development should be payable by the Owner to the Council towards Affordable Housing within the Wokingham Borough in order to provide a policy compliant scheme

"Working Day" means any day excluding Saturdays Sundays and bank holidays in England and "Working Days" shall be construed accordingly

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 Section 106 of the Act Section 111 of the Local Government Act 1972 Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 Section 62 Berkshire Act 1986 and Section 1 Localism Act 2011 and creates planning obligations for the purposes of Section 106 of the Act and to the intent that it shall bind the Owner and its successors in title and assigns and the persons claiming 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 This Deed is conditional upon the grant of the Planning Permission.

5 THE OWNER'S COVENANTS

- 5.1 The Owner covenants with the Council as set out in the First Schedule the Second Schedule the Third Schedule the Fourth Schedule and the Fifth Schedule.
- 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 first Occupation of the Dwellings
 - 5.2.3 the date of Occupation of 50% of the Dwellings
 - 5.2.4 the date of sale of the thirty-eighth (38th) Dwelling and/or 70% of the Dwellings
 - 5.2.5 the date of sale of the forty-sixth (46th) Dwelling and/or 80% of the Dwellings

5.2.6 the date of sale of the fifty-second (52nd) Dwelling and/or 90% of the Dwellings.

6 THE COUNCIL'S COVENANTS

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

7 MISCELLANEOUS

7.1 The Owner shall pay to the Council on completion of this Deed:

7.1.1 the reasonable legal costs of the Council incurred in the negotiation, preparation and execution of this Deed; and

7.1.2 the Monitoring Fee; and

7.1.3 the Land Registry fee of Forty Pounds (£40) payable in connection with the registration of this Deed against the title(s) of the Site.

7.2 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.

7.3 This Deed shall be enforceable as a local land charge and shall be registered as such by the Council.

7.4 Where the agreement, approval, consent or expression of satisfaction is to be given by any party or any person on behalf of any party hereto under this Deed such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may only be given in writing and may be validly obtained only prior to the act or event to which it applies and the party giving such agreement, approval, consent or expression of satisfaction shall at all times act reasonably.

7.5 Where any payment of costs or other payments are to be made by the Owner to the Council such costs and other payments shall be deemed to be reasonable and proper.

7.6 Any notices shall be deemed to have been properly served if sent by recorded delivery to the principal address or registered office (as appropriate) of the relevant party

7.7 Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.

7.8 This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified by any statutory procedure or expires prior to the Commencement of Development.

- 7.9 No party 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.
- 7.10 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.
- 7.11 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.

8 MORTGAGEE'S CONSENT

- 8.1 The Mortgagee acknowledges and declares that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Deed and that the security of the mortgage over the Site shall take effect subject to this Deed PROVIDED THAT the Mortgagee shall otherwise have no liability under this Deed unless it takes possession of the Site in which case it too will be bound by the obligations as if it were a person deriving title from the Owner.

9 WAIVER

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

10 CHANGE IN OWNERSHIP

- 10.1 The Owner agrees with the Council to give the Council immediate written notice 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.

11 INTEREST

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

12 VAT

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

13 JURISDICTION

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

14 DELIVERY

- 14.1 The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

**FIRST SCHEDULE
OWNER'S AND DEVELOPER'S COVENANTS**

**AFFORDABLE HOUSING
INITIAL AFFORDABLE HOUSING CONTRIBUTION, VIABILITY REVIEW AND
ADDITIONAL AFFORDABLE HOUSING CONTRIBUTION**

Initial Affordable Housing Contribution

1. The Owner and the Developer covenant with the Council as follows:
 - 1.1 Prior to Occupation of any Dwelling within the Development to pay the Initial Affordable Housing Contribution to the Council; and
 - 1.2 No Dwelling within the Development shall be Occupied until the date on which the Council receives the Initial Affordable Housing Contribution.

Viability Review and Additional Affordable Housing Contribution

2. The Owner and the Developer covenants with the Council as follows:
 - 2.1 no later than one month from Occupation of the thirty-eighth (38th) Dwelling or from the sale of 70% of the total number of Dwellings (whichever occurs earlier) to submit to the Council a Viability Review in accordance with the provisions of paragraph 3 of this Schedule for the Council's assessment;
 - 2.2 not to let or lease or permit the sale or Occupation of the Forty-Sixth (46th) Dwelling or more than 80% of the total number of Dwellings until the Viability Review has been submitted to and assessed by the Council or an external consultant appointed by the Council and until the Viability Review has been agreed in writing by the Council following assessment of the same;
 - 2.3 to pay to the Council costs which are reasonably and properly incurred by the Council in assessing the Viability Review including those of any external consultant employed by the Council to undertake assessment of the Viability Review such payment to be made no later than twenty (20) Working Days from a written request for payment being made by the Council;
 - 2.4 to provide to the Council and its external consultant where appropriate with any information reasonably requested and required by the Council or its external consultant for inclusion in the Viability Review including but for which this is not an exhaustive list and may be subject to change by the Council acting reasonably expended and Estimated Build Costs, exchanged and sale contracts

- evidencing the sold unit values and Actual Build Costs expended and to be expended and certificated by an independent Chartered Quantity Surveyor;
- 2.5 not to act or do anything contrary to the requirements of the Viability Review agreed in writing by the Council and to adhere to the requirements of the Council following its consideration and assessment of the Viability Review;
- 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 by the Council 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 90% of the total number of Dwellings until the Council has received the Additional Affordable Housing Contribution.

3 In relation to the Viability Review:

- 3.1 The Owner and the Developer will provide to the Council the gross development valuations ("GDV") which shall be the end value of the completed Dwellings together with any such additional information as the Council may reasonably require, so as to obtain the GDV of the Development as a whole.
- 3.2 The calculation of the Additional Affordable Housing Contribution for which the calculation method to be used must be approved in writing by the Council will be produced by the Owner and the Developer under which there shall be full and frank disclosure of all relevant information.
- 3.3 The calculation to be used for the purposes of the Viability Review in order to ascertain what if any Additional Affordable Housing Contribution is to be paid shall be calculated by using the Mayoral SPG Formula 3: Additional Affordable Housing Contribution in accordance with the following formula:-

X= Additional Affordable Housing Contribution

$X = (((A+B)-C)-((D+E)-F)-P)-Z) \times 0.6$

A=GDV achieved on Dwellings and other parts of the Development sold/let and other income receipts (£)

B= Estimated GDV for parts of the Development that are yet to be sold/let and other income sources (£)

C= GDV determined as part of the assessment of viability at the time planning permission was granted = £27,324,760.00 (£)

D= Actual Build Costs incurred at the time of review (£)

E= Estimated Build Costs for remainder of the development (£)

F= Build Costs determined as part of the assessment of viability at the time planning permission was granted = £15,892,925.00 (£)

P= (A+B-C)* Y; Developer profit on change in GDV (£)

Y= Developer profit as a percentage of 17.5% of GDV as determined at the time planning permission was granted (%)

Notes:

(A+B)-C=The change in GDV from the grant of planning permission to the Viability Review (£)

(D+E) -F = The change in build costs from the grant of planning permission to the Viability Review (£)

P= Developer profit on change in GDV (£)

Z= Deficit including £100,000 initial contribution =£1.142m

0.6=Any surplus profit, after deducting the developer profit (P), will be shared between the Council as Local Planning Authority and the developer with 60% used for additional affordable housing, up to the Total Affordable Housing Contribution.

- 3.4 If the Additional Affordable Housing Contribution is calculated as a sum less than zero then no Additional Affordable Housing Contribution shall be payable by the Owner and the Developer to the Council but for the avoidance of doubt the Initial Affordable Housing Contribution shall be payable in accordance with the terms of paragraph 1 of this First Schedule and the Owner and the Developer agree no part nor the whole of the Initial Affordable Housing Contribution will be returned refunded or paid by the Council to the Owner or the Developer.

SECOND SCHEDULE
OWNER'S AND DEVELOPER'S COVENANTS
EMPLOYMENT SKILLS CONTRIBUTION OR EMPLOYMENT SKILLS PLAN

The Owner and Developer covenants with the Council as follows:

1. Prior to Commencement of Development the Owner and Developer shall entirely at their own absolute discretion either:
 - 1.1. pay to the Council the Employment Skills Contribution (in which case the Council agrees that the requirements relating to the Employment Skills Plan in paragraphs 1.2 and 2 are discharged in full); or
 - 1.2. submit to the Council an Employment Skills Plan to be approved in writing by the Council such approval not to be unreasonably withheld or unreasonably delayed (in which case paragraph 2 shall apply and the Council agrees that the requirement relating to the Employment Skills Contribution in paragraph 1.1 is discharged in full)
2. In the event the Owner and Developer elects to submit an Employment Skills Plan in accordance with paragraph 1.2 then;
 - 2.1. within 14 (fourteen) days (or any other period as agreed in writing between the Council and the Owner or the Developer) of receipt of written approval of the Employment Skills Plan by the Council the Owner or the Developer shall discharge in full the requirements within the approved Employment Skills Plan to the reasonable satisfaction of the Council; and
 - 2.1.1. within 7 (seven) days of written request from the Council the Owner and the Developer shall provide a progress report to determine whether satisfactory progress is being made in meeting the key performance indicators in the approved Employment Skills Plan to the deadlines set out in the approved Employment Skills Plan and if the Council (acting reasonably) considers that progress is unsatisfactory the Council shall by written notice require that the approved Employment Skills Plan is satisfactorily discharged within 28 (twenty-eight) days of the date of the notice. If at the end of that 28 (twenty-eight) day period insufficient progress has been made the Owner and the Developer will be required to pay the Employment Skills Contribution within 7 (seven) days of a further written notice from the Council demanding payment.

THIRD SCHEDULE
OWNER'S AND DEVELOPER'S COVENANTS
TRAVEL PLAN PROVISIONS

The Owner and the Developer covenant with the Council:

1. Within 3 (three) months of Commencement of Development to submit the Interim Travel Plan to the Council for approval in accordance with the principles set out in this schedule and the "Council's Residential Travel Plan Guidance 2011" (or such replacement guidance).
2. The Owners will not Occupy or permit Occupation of any Dwelling until the Interim Travel Plan has been approved by the Council PROVIDING THAT if the Interim Travel Plan has not been rejected by the Council upon the expiry of a period of 6 (six) months from the date of submission thereof pursuant to paragraph 1.1 it shall be deemed to be approved pursuant to that paragraph.
3. The Travel Plan Co-ordinator shall be appointed not less than 3 (three) months prior to first Occupancy of the any Dwelling.
4. The Travel Plan Co-ordinator shall within 3 (three) months of first Occupation submit to the Council in writing the Final Travel Plan for the Council's written approval. The Final Travel Plan will include the recommendations of the Council's Interim Travel Plan assessment and be based on the baseline survey as defined in the Interim Travel Plan.
5. The Travel Plan Co-ordinator will implement the approved Final Travel Plan within 3 (three) months of the Council approving the Final Travel Plan.
6. The Travel Plan Co-ordinator shall undertake or commission the initial survey upon 50% (fifty per cent) Occupation of the Development or 6 (six) months after first Occupation, whichever occurs soonest. A survey will then be taken annually for a period of 5 (five) years, to be extended to 7 (seven) years if the targets are not met within 5 (five) years.
7. The Travel Plan Co-ordinator will report the survey results to the Council within 3 (three) months of each survey in the form of a monitoring report. The Final Travel Plan will be updated annually with the results of the resident's survey.
8. The Owners shall pay the sum of £4,500 (four thousand five hundred pounds) to the Council on or before Commencement of Development.
9. The Travel Plan Co-ordinator shall use all reasonable endeavours to implement the measures/initiatives to achieve the Travel Plan Objective within 5 years of the first survey (either at 50% of Dwelling Occupation, or six months after first Occupation whichever occurs soonest).
10. The Travel Plan Co-ordinator will be responsible for handing over the responsibility of the Final Travel Plan to the Residents association or equivalent at the end of 5 (five) years (or 7 (seven) years if the targets are not met).

11. A package of measures/initiatives will be made available to all residents and, where practical, visitors. The measures to encourage sustainable travel should include any or all items listed (a) to (m) in this paragraph 8. In the event the Travel Plan Objective is not met, additional measures or initiatives which could include (l) and (m) will be introduced individually or collectively so that the targets are achieved and/or maintained:
- a) Publish and promote the measures/initiatives to residents, employees and visitors;
 - b) Provide travel information in the form of a welcome pack;
 - c) Promotion of a car sharing database;
 - d) Promoting the use of electrical vehicles
 - e) Travel plan newsletter prepared by the Travel Plan Co-ordinator and distributed to residents and employees;
 - f) Community travel website and notice board;
 - g) Provision of pedestrian and cycle links from the site to the surrounding footway network;
 - h) Bus infrastructure improvements in the vicinity of the site;
 - i) Provide 'taster' public transport vouchers valid for one month of travel from the date of occupation of the property;
 - j) Provide one cycle voucher worth £100 per household valid for a six month period from the date of first Occupation of each dwelling;
 - k) Additional bus and cycle vouchers including promotional fact sheets to encourage residents to change their travel mode;
 - l) Additional follow up visits by the Travel Plan Co-ordinator to discuss personal travel advice; and
 - m) Provision of a car club available for residents similar to the principles and model utilised by the "Co-wheels" car club.

FOURTH SCHEDULE
OWNER'S AND DEVELOPER'S COVENANTS
OCCUPATION OF DWELLINGS

1. The Owner and the Developer covenants with the Council

- 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.
- 1.2 Not to Occupy nor permit nor allow Occupation of a Dwelling until the Owner or the Developer has procured in any licence transfer lease or tenancy agreement in respect of a Dwelling a notification informing each resident of a Dwelling of the restriction in paragraph 1.1 of this Schedule.

**FIFTH SCHEDULE
OWNER'S AND DEVELOPER'S COVENANTS**

2019 PLANNING PERMISSION

- 1. The Owner and the Developer covenants with the Council;**
- 1.1 That from the date upon which the Development Commences the Owner and the Developer shall not undertake or permit to be undertaken any works above ground nor further works at the Site or any part of the Site pursuant to the 2019 Planning Permission and from the Commencement of Development onwards the Development shall be carried out in accordance with the Planning Permission.
- 1.2. Should any payment be made by the Council to the Owner or the Developer for and following cessation of the 2019 Planning Permission to repay immediately to the Council in full any payment received from the Council.

**SIXTH SCHEDULE
COUNCIL'S COVENANTS
REPAYMENT OF CONTRIBUTIONS**

1. REPAYMENT OF CONTRIBUTIONS

- 1.1. The Council hereby covenants with the Owner and the Developer to use all sums received from the Owner and the Developer under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council or the Developer and the Council shall agree.
- 1.2. The Council covenants with the Owner and the Developer that it will pay to the Owner or the Developer such amount of any payment made by the Owner or the Developer to the Council under this Deed (but for the avoidance of doubt the terms of this paragraph do not apply to nor include any payment made in accordance with the Fifth Schedule) which has not been applied or expended in accordance with the provisions of this Deed within ten (10) years of the date of receipt by the Council of such payment provided that if the Council has entered into a contract prior to the expiry of the ten (10) year period in respect of matters which relate to the said sum the period shall be extended until the completion of the contract or payment of the final account under the contract whichever is later.

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

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

Authorised Signatory/ ~~Signer~~

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

Witness Signature:)
Witness Name and Address:)
Witness Occupation)

SIGNED AS A DEED)
by the said ILABHEN NAIK)
In the presence of:-)

Witness Signature:)
Witness Name and Address:)
Witness Occupation)

SIGNED AS A DEED)
by the said RAVI BHUSHAN BHARDWAJ)
In the presence of:-)

Witness Signature:)
Witness Name and Address:)
Witness Occupation)

SIGNED AS A DEED)
by the said MAURICE ELLIOTT LAWSON)
In the presence of:-)

Witness Signature:)
Witness Name and Address:)
Witness Occupation)

SIGNED AS A DEED

by the said JANET DEBRA LAWSON

In the presence of:-

Witness Signature:

Witness Name and Address

Witness Occupation

SIGNED AS A DEED

by the said MANJEET SINGH GILL

In the presence of:-

Witness Signature:

Witness Name and Address:

Witness Occupation

EXECUTED AS A DEED BY
CUBE DEVELOPMENTS UK LIMITED
in the presence of:

Director

Director/Secretary

SIGNED AS A DEED

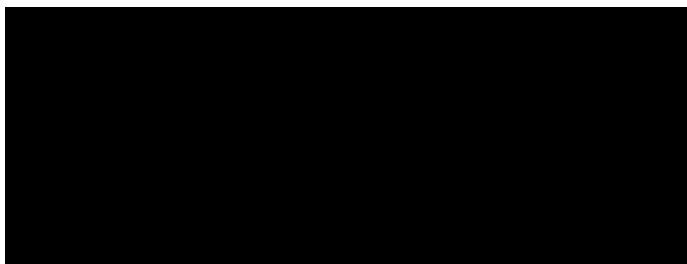
by the said
LLOYD ANTONY
In the presence of:-

Witness Signature:

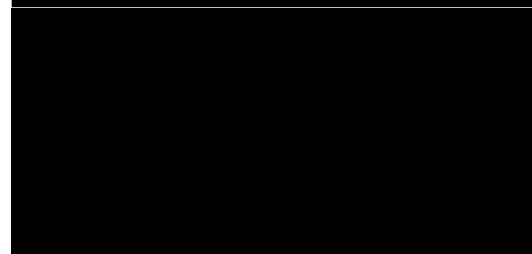
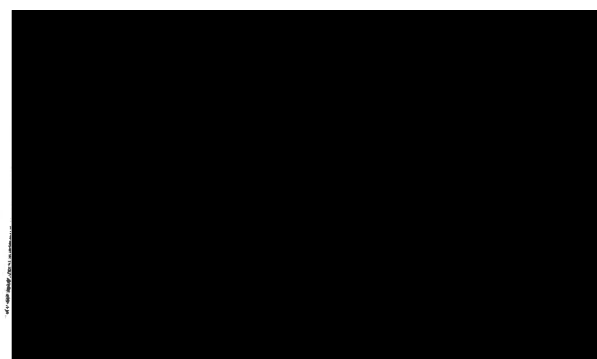
Witness Name and Address

Witness Occupation

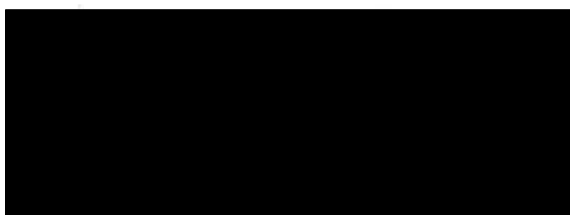
EXECUTED AS A DEED BY)
CLYDESDALE BANK PLC)
acting by its Attorneys *Two Authorised Signatories*
and)
in the presence of)

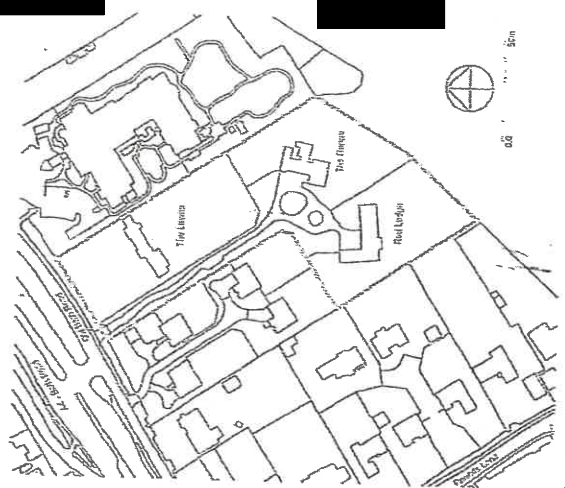
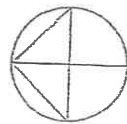


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Witness





500 500 500

Location Plan 1:1250

[illegible]

Arlington Railroad Liasys
The Range, Sinking
The Range, Old Day Herd, Spring
Crestmont Silo and Location Plan - Exdilling
Kingsville, Mississippi Concept
Date: 11/03/2019
Drawing: TCW
Project No: 8399
Sheet: 11
Checked by: JAI
Designed by: AIA
Revised: P1
Drawing to: 1000-BOW-M1-KX-DRA-0001



Location Plan 1:1250

Date: 28.02.22

Checked by : AMM Sheet Name: Location Plan

Project No: 8399

Revision: P1

Drawn by: RK

Scale @ A4 : 1:1250

Purpose of Issue: Planning

Status: St

Drawing No: 8399-BOW-A0-ZZ-DR-A-1000

Do not scale from this drawing
This drawing is the copyright of Bowman Riley
Architects Limited. ©

Arlington Retirement Lifestyle
The Range, Sonning



Revision	Date	By	Chk
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