

Dated

15th July

2026

WOKINGHAM BOROUGH COUNCIL
and
DARCLIFFE HOMES (SONNING) LIMITED
And
NATIONAL WESTMINSTER BANK PLC

DEED OF VARIATION

pursuant to Section 106A of the Town and Country Planning Act 1990

**in relation to a planning obligation dated 17 June 2017 as varied and supplemented by a
further planning obligation dated 14 December 2020**

**relating to the proposed development on land at Sonning Golf Club, Duffield Road, Woodley,
RG4 6GJ**

Planning Reference Numbers 161529, 200951 and 250974

THIS DEED OF VARIATION is dated

15th July

2026

BETWEEN:-

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices Shute End Wokingham Berkshire RG40 1VVH ("**the Council**")
- (2) **DARCLIFFE HOMES (SONNING) LIMITED** (Company Number 15917024) whose registered office is at Kingfisher House 17 Albury Close Reading RG30 1BD ("**the Owner**")
- (3) **NATIONAL WESTMINSTER BANK PLC** (Company Number 929027) whose registered office is at 250 Bishopsgate, London WC2M 4AA and whose address for service is Credit Documentation, 1 Spinningfields Square Manchester M3 3AP ("**the Bank**")

WHEREAS:

- (A) The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated
- (B) The Owner acquired the Site on 17 June 2025 and is now the Owner for the purposes of the Original UU with title registered at HM Land Registry title number BK519654 subject to a legal charge in favour of the Bank
- (C) This Deed of Variation has been entered into to vary to the Original UU as set out herein.

NOW THIS DEED WITNESSES AND IT IS HEREBY AGREED BETWEEN THE PARTIES as follows:-

1 DEFINITIONS

In this Deed unless the context otherwise requires the following words and expressions shall have the following meanings:

1.1	"2020 Agreement"	Means the agreement between (1) the Council and (2) Sonning Golf Club Limited entered into pursuant to s.106 of the Act dated 14 December 2020 (a copy of which is appended hereto)
1.2	"Original UU"	means the unilateral undertaking given by (1) Sonning Golf Club Limited and (2) Barclays Bank PLC to (3) the Council entered into pursuant to s.106 of the Act dated 19 June 2017 (a copy of which is appended hereto) as varied and supplemented by the 2020 Agreement.

and otherwise the definitions and expressions used in the Original UU shall (unless the context requires otherwise) apply to this Deed save that the definition of Affordable Housing and Affordable Housing Contribution shall be substituted for the definition of those terms as set out in Schedule A of this Deed of Variation

- 1.3 The provisions governing the interpretation of the Original UU shall also apply to this Deed

STATUTORY PROVISIONS

- 2 This Deed is made pursuant to section 106 and 106A of the Act, section 111 of the Local Government Act 1972, section 62 of the Berkshire Act 1986 section 1 of the Localism Act 2011 and all other enabling powers

COMMENCEMENT

- 3 This Deed of Variation comes into effect immediately upon being dated.

VARIATION OF ORIGINAL UU

- 4 The Original UU shall be construed as if Schedule 1 had been deleted and replaced by Schedule A of this Deed of Variation.

ORIGINAL UU TO CONTINUE IN FORCE

- 5 Save as varied by this Deed of Variation the Original UU shall remain in full force and effect.

REGISTRATION

- 6 This Deed shall be registered as a local land charge in the Register of Local Land Charges maintained by the Council.

JURISDICTION

- 7 This Deed is governed by and interpreted in accordance with the Law of England and the parties submit to the non-exclusive jurisdiction of the courts of England

MISCELLANEOUS

- 8 This Deed of Variation is not made for the benefit of nor shall any of its provisions be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties hereto, but for the avoidance of doubt the exclusion of the application of that Act shall not prevent any future successor in title to any of the parties to this Deed from being able to benefit from or to enforce any of the obligations in this Deed
- 9 This Deed of Variation has been executed as a Deed

Schedule A
Viability Review

1 Definitions

In this Schedule the following terms shall have the following meanings:

- 1.1 "Actual Build Costs" shall mean the actual Build Costs reasonably and properly incurred by the Owner in undertaking the Development at the Viability Trigger Point.
- 1.2 "Actual GDV" shall mean the sum of:
 - a. the actual revenue received from the sale of Dwellings in the Development less incentives at the Viability Trigger Point; and
 - b. any other Development related income (including rent) from all sources received at the Viability Trigger Point
- 1.3 "Affordable Housing Contribution" means a financial contribution (if payable under this Schedule) calculated in accordance with Formula 1 (as applicable) towards the off-site provision of Affordable Housing within the Council's administrative area PROVIDED THAT any such sum shall not exceed the Affordable Housing Contribution Cap
- 1.4 "Affordable Housing" means housing for sale or rent, for those whose needs are not met by the market (including housing that provides a subsidised route to home ownership and/or is for essential local workers); and which complies with one or more of the definitions contained at Annex 2 in the National Planning Policy Framework published by the Department of Communities and Local Government (as amended)
- 1.5 "Affordable Housing Contribution Cap" means the sum of £820,906 Index Linked from the date of this Deed of Variation to the Viability Review Trigger Point
- 1.6 "Application Stage Build Costs" means the sum being £8,790,464 (Eight million seven hundred and ninety thousand four hundred and sixty-four pounds) as determined by the Application Stage Viability Assessment
- 1.7 "Application Stage Deficit" means the sum being £177,521 (One hundred and seventy-seven thousand five hundred and twenty-one pounds) identified as a result of the Application Stage Viability Assessment.
- 1.8 "Application Stage Finance Costs" means the sum being £321,119 Three hundred and twenty one thousand one hundred and nineteen pounds) as determined by Appendix B "Sonning Golf Club - 0% AH" within the Application Stage Viability Assessment
- 1.9 "Application Stage Gross Development Value" means the sum being £14,510,080 (Fourteen million five hundred and ten thousand and eighty pounds) as determined by the Application Stage Viability Assessment
- 1.10 "Application Stage Viability Assessment" means Appendix B 'Sonning Golf Club 0% AH' within the Viability Addendum undertaken by Kempton Carr Croft and dated 27th April 2026.

1.11 "Build Costs" means the build costs incurred by the Owner in undertaking the Development supported by evidence of these costs to the Council's reasonable satisfaction, such satisfaction to be given in writing, including but not limited to:

- a. details of payments made or agreed to be paid in the relevant building contract
- b. receipted invoices;
- c. costs certified by the Owners' quantity surveyor, costs consultant or agent;
- d. abnormal, infrastructure and other costs including costs of the enabling works, contamination removal, piling, ecology, any highway works and utility connection fees; and
- e. for the purposes of this Deed, Build Costs exclude:
 - i. design, professional, finance, legal and marketing costs; and
 - ii. all internal costs of the Owner including but not limited to project management costs, overheads and administration expenses; and
 - iii. any costs arising from Fraudulent Transactions
- f. A contingency fee of 5% will be applied to Estimated Build Costs where appropriate. In respect of Actual Build Costs, any contingency on costs allowance shall be excluded.

1.12 "Council's Notice" means a written notice served by the Council on the Owner's Solicitor which:

(a) Confirms that the Owner has failed to pay the relevant instalment of the Affordable Housing Contribution by the due date; and

(b) Requests that the Owner's Solicitor pays the relevant instalment of the Affordable Housing Contribution using the Sale Proceeds

1.13 "Development Viability Information" means the information as required (and defined) by Formula 1, being:

- (a) Actual Build Costs;
 - (b) Actual GDV;
 - (c) Application Stage Build Costs;
 - (d) Application Stage GDV;
 - (e) Estimated GDV;
 - (f) Estimated Build Costs; and
 - (g) any other information reasonably required by the Council
- and in each case providing all supporting evidence to the Council's reasonable satisfaction

1.14 "Estimated Build Costs" shall mean the estimated Build Costs yet to be incurred by the Owner at the Viability Trigger Point

- 1.15 "Estimated Gross Development Value" shall mean the sum of;
- i. the estimated Market Value of the Dwellings yet to be sold or let at the date of the Viability Trigger Point and
 - ii. other income resulting from the Development
- 1.16 "First Instalment" means the payment of the first instalment of the Affordable Housing Contribution pursuant to paragraph 3.8(a) of this Schedule
- 1.17 "First Payment Trigger Date" means 20 Working Days from the date when the Affordable Housing Contribution has been agreed or determined pursuant to this Schedule
- 1.18 "Fraudulent Transaction" means:
- (a) a transaction the purpose or effect of which is to artificially reduce the Actual GDV and/or artificially increase the Actual Build Costs; or
 - (b) a Disposal that is not an arm's length third party bona fide transaction
- and "Fraudulent Transactions" shall be construed accordingly
- 1.19 "Market Value" means the price at which a sale of the Dwellings within the Development which are yet to be sold at the Viability Trigger Point are estimated to be completed unconditionally for cash consideration at the Viability Trigger Point based on available comparable market evidence to be assessed by the Council and assuming:
- i. A willing seller and willing buyer;
 - ii. that prior to the date of valuation there has been a reasonable period of not less than six months for the proper marketing of the interest (having regard to the nature of the property and the state of the market) for the agreement of the price and terms and for the completion of the sale;
 - iii. that no account is taken of any additional bid by a prospective purchaser with a special interest; and
 - iv. that both parties to the transaction have acted knowledgeably, prudently and without compulsion
- 1.20 "Owner's Solicitor" means Lewis Djemal of HCR Legal LLP or such other solicitor authorised by the Solicitors Regulation Authority to practice in England and Wales as may be notified by the Owner in writing to the Council
- 1.21 "Sale Proceeds" means the sums held by the Owner's Solicitor pursuant to subparagraph (a) of the definition of Solicitors Undertaking at clause 1.23
- 1.22 "Second Payment Trigger Date" means the later of the following:
- (a) 20 Working Days from the date when the Affordable Housing Contribution has been agreed or determined pursuant to this Schedule; or

(b) 20 Working Days from the Occupation of the 11th Dwelling

- 1.23 "Solicitor's Undertaking" means an undertaking provided by the Owner's Solicitor to the Council pursuant to which the Owner's Solicitor shall undertake:

(a) that the Owner's Solicitor is holding a sum equivalent to the Affordable Housing Contribution Cap ("Sale Proceeds"); and

(b) on receipt of a valid Council's Notice to pay the Affordable Housing Contribution to the Council pursuant to paragraph 3.10 of this Schedule; and

(c) not to release any part of the Sale Proceeds to the Owner unless and until the Affordable Housing Contribution has been paid in full to the Council PROVIDED THAT following the payment of the First Instalment the total sum to be held shall be the equivalent of 50% of the Affordable Housing Contribution Cap and any excess may be released to the Owner;

or a solicitor's undertaking in such other terms as may be agreed in writing between the Council and the Owner

PROVIDED THAT the undertaking shall cease and determine on earlier of:

- (i) the date the Affordable Housing Contribution is paid to the Council in full; or
- (ii) the date when the Viability Review has been completed and the Council's duly authorised officer has confirmed in writing to the Owner's Solicitor that the outcome of the Viability Review is that no Affordable Housing Contribution is payable (such confirmation not to be unreasonably withheld or delayed).

For the avoidance of doubt, any Sale Proceeds received or held by the Owner's Solicitor in excess of the Affordable Housing Contribution Cap may be released to the Owner.

- 1.24 "Viability 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 not to be unreasonably withheld or delayed) to undertake the Viability Review of the development

- 1.25 "Viability Review" means a review and assessment to be undertaken in accordance with good practice in viability modelling for planning purposes by a Viability Expert which shall provide documentary evidence to the Council regarding the calculation of any sum which following consideration of the Development Viability Information prepared following the Viability Trigger Point by or on behalf of the Owner to be reviewed by the external consultant in accordance with Schedule A of this document should be payable by the Owner to the Council towards Affordable Housing within the Council's administrative area.

- 1.26 "Viability Trigger Point" means the Occupation of the tenth (10th) Dwelling or such other trigger point as may be agreed in writing between the Owner and the Council

- 1.27 "Working Day" means any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday

2 PROVISION OF SOLICITOR'S UNDERTAKING

- 2.1 No more than 10 Dwellings may be Occupied unless and until the Solicitors Undertaking has been provided to the Council
- 2.2 The Owner shall notify the Council within 10 (ten) Working Days of the date on which 10 (ten) of the Dwellings have been sold or leased.

3 VIABILITY REVIEW PROCEDURE

The Owner covenants with the Council as follows:

- 3.1 Upon the sale or leasing of the tenth Dwelling (the Viability Trigger Point) the Owner shall submit to the Council the following information within 20 (twenty) Working Days or such other timescale as may be agreed in writing between the Owner and the Council:
- 3.1.1 the Development Viability Information; and
 - 3.1.2 a written statement that applies the applicable Development Viability Information to Formula 1 (PROVIDED ALWAYS THAT if the result produced by Formula 1 is less than zero it shall be deemed to be zero) and confirming whether in the Owner's view an Affordable Housing Contribution is required to be paid.
- 3.2 The Council shall assess the Development Viability Information submitted and assess whether in its view, acting reasonably, an Affordable Housing Contribution is required to be paid in accordance with Formula 1 and for the avoidance of doubt the Council will be entitled to rely on its own reasonable evidence in determining inputs into Formula 1 subject to such evidence also being provided to the Owner.
- 3.3 The Council may appoint an external consultant to assess the Development Viability Information submitted PROVIDED THAT
- 3.3.1 Any external consultant is appointed within 20 Working Days of receipt of the submitted Development Viability Information
 - 3.3.2 subject to paragraph 3.4 the terms of appointment of any external consultant so appointed will require them to report to the Council within 20 (twenty) Working Days of the written appointment by the Council.
- 3.4 In the event that the Council and/or any external consultant (acting reasonably) requires further Development Viability Information then the Owner shall provide any reasonably required information to the Council or any external consultant (as applicable and with copies to the other parties) within 10 (ten) Working Days of receiving the relevant request or such other timescale as may be agreed in writing between the Owner and the Council: and this process may be repeated until the Council and/or the external consultant (as applicable) has all the information they reasonably require to assess whether in their view an Affordable Housing Contribution is

required to be paid in accordance with Formula 1. For the avoidance of doubt the 20 (twenty) Working Day period within which the external consultant is required to report to the Council will not commence until all requested information has been provided by the Owner.

- 3.5 Within 20 (twenty) Working Days of receipt of the Development Viability Information submitted in accordance with paragraphs 3.1 to 3.4 or after 20 (twenty) Working Days of receipt of any reasonably requested further Development Viability Information, the Council shall notify the Owner of its decision as to whether any Affordable Housing Contribution is to be paid and in the event the Council's decision differs to the view expressed by the Owner the Council in its decision shall provide to the Owner the reasons for its decision.
- 3.6 In the event that the Owner does not agree with the Council's decision notified pursuant to paragraph 3.5 above, the Owner shall notify the Council that the decision is not agreed and the Owner and the Council shall co-operate in good faith for a further period of 20 Working Days to try to agree whether an Affordable Housing Contribution is to be paid and if so, the quantum of the said contribution.
- 3.7 In the event that agreement cannot be reached after the expiration of the 20 Working Day period set out in paragraph 3.6 above, either party may refer the matter to Expert determination pursuant to paragraph 5 below.
- 3.8 If it is agreed or determined that an Affordable Housing Contribution is payable the Owner covenants with the Council to pay the Affordable Housing Contribution as follows:
- (a) 50% of the Affordable Housing Contribution shall be paid to the Council no later than the First Payment Trigger Date;
 - (b) the balance of the Affordable Housing Contribution shall be paid to the Council no later than the Second Payment Trigger Date.
- 3.9 The Owner shall pay the Council's costs which are reasonably and properly incurred in assessing the Development Viability Information submitted including those of the external consultant(s) within 20 (twenty) Working Days of receipt of a written request for payment where applicable unless otherwise agreed by the Parties

IN DEFAULT OF PAYMENT

- 3.10 In the event that the Owner fails to pay:

- (a) The First Instalment by the First Payment Trigger Date; or
- (b) The entire Affordable Housing Contribution by the Second Payment Trigger Date

the Council may serve the Council's Notice on the Owner's Solicitor and in which case, the Owner's Solicitor shall pay the Council a sum equivalent to the relevant instalment of the Affordable Housing Contribution (as stated in the Council's Notice) up to a maximum of the Sale Proceeds held by the Owner's Solicitors

4 VIABILITY REVIEW

4.1 In relation to the Viability Review:

4.1.1 The Owner shall provide the Council with the Development Viability Information together with any such additional information as the Council may reasonably require so as to establish the relevant Gross Development Values and Build Costs

4.1.2 The calculation to be used for the purposes of the Viability Review in order to ascertain what (if any) Affordable Housing Contribution is to be paid shall be calculated by using the following formula (Formula 1):-

Formula 1

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

Where:

X = Affordable Housing Contribution (which shall be capped at and cannot exceed the Affordable Housing Contribution Cap)

A=Actual 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= Application Stage GDV determined pursuant to the Application Stage Viability Assessment being fourteen million five hundred and ten thousand and eighty pounds (£14,510,080)

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

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

F= Application Stage Build Costs determined pursuant to the Application Stage Viability Assessment being eight million seven hundred and ninety thousand four hundred and sixty four pounds (£8,790,464)

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

Y= Developer profit as a percentage being 17.5% of GDV (%)

Z = Deficit determined pursuant to the Application Stage Viability Assessment, being one hundred and seventy-seven thousand five hundred and twenty-one pounds (£177,521)

Notes:

(A+B)-C=The change in GDV from the Application Stage Viability Assessment to the Viability Review (£)

(D+E) -F = The change in Build Costs from the Application Stage Viability Assessment to the Viability Review (£)

P= Developer profit (17.5%) on change in GDV (£)

Z= Deficit as determined in the Application Stage Viability Assessment

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

4.1.3 If the Affordable Housing Contribution is calculated as a sum less than zero then no Affordable Housing Contribution shall be payable by the Owner to the Council

Increase in Finance Costs

4.2 In the event that in the period between the completion of this Deed of Variation and the completion of the Viability Review the Bank of England Base Rate reaches or exceeds 5.5%:

(a) the Owner may submit evidence to the Council of the increase in the Application Stage Finance Costs to the Development; and

(b) if the Owner submits such evidence, the Council shall take account of the increase in the Application Stage Finance Costs to the Development (which shall be taken to be a Build Cost for the purposes of Formula 1) in undertaking the Viability Review (acting reasonably)

5 EXPERT DETERMINATION

5.1 In the event of any dispute or difference arising between the Owner and the Council (and/or their advisors) regarding the Viability Review, such dispute or difference may be referred by the Owner to an independent and suitable person holding appropriate professional qualifications and experience to be appointed (in the absence of an agreement within 5 Working Days) by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error or fraud and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares. A person appointed pursuant to this clause ("the Expert") shall act as an independent expert and not an arbitrator. It shall be a term of appointment that a timetable for determination of the dispute shall be fixed at the outset of the matter provided that such timetable shall provide that:

5.2 The Expert shall reach a decision and communicate it to the parties within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight (28) Working Days from the date the Expert receives the written submissions of the parties pursuant to paragraph 5.3.

5.3 The Expert shall be required to give notice to each party inviting each party to submit within ten (10) Working Days of the Expert's appointment, written submissions and supporting material and shall afford each party a further five (5) Working Days to make counter-submissions to the written submissions of any other party.

IN WITNESS whereof the parties hereto have set their hands or caused their Common Seals to be hereunto affixed the day and year first before written

THE COMMON SEAL of
WOKINGHAM BOROUGH
COUNCIL was affixed to
this Deed in the presence of:-

Authorised Sealing Officer:

LEGAL ASSISTANT



EXECUTED AS A DEED by the said
DARCLIFFE HOMES (SONNING) LIMITED
Acting by

(a Director) in the presence of:-

G. L. Johns
GARETH JOHNS
KINGFISHER HOUSE
17 ALBURY CLOSE
READING RG30 1BD

Executed and Delivered as a Deed
For and behalf of National Westminster
Bank PLC by a duly authorised Attorney
In the presence of:

L. Morley
Laura Morley

Witness Signature – Bank Employee

Tina Barosuey
Documentor - Credit Documentation
Ref: 8091738 / mo6

Dated:

19 June

2017

SONNING GOLF CLUB LIMITED

- and -

BARCLAYS BANK PLC

To

WOKINGHAM BOROUGH COUNCIL

**Unilateral Undertaking to Provide Planning Obligations
pursuant to Section 106 of the Town and Country Planning Act 1990
in relation to the proposed development on land at
Sonning Golf Club, Duffield Road, Woodley, RG4 6GJ
Planning Reference Number 161529**

Wokingham Borough Council
Shute End
Wokingham
Berkshire
RG40 1BN

This Deed is made the

19th day of

June

2017

- (1) **SONNING GOLF CLUB LIMITED** (Company Registration Number 00412769) whose registered office is at Lunar House Mercury Park, Wycombe Lane Wooburn Green, High Wycombe, Buckinghamshire, HP10 0HH ("the Owner"); and
- (2) **Barclays Bank plc** (Company Registration Number 1026167) whose registered office is 1 Churchill Place, London, E14 5HP ("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 Deed are enforceable.
2. The Council is the local highway authority for the area in which the Site is situated.
3. The Owner is the freehold owner of the Site.
4. The Mortgagee has a legal charge dated 25 April 2008 registered against the Site.
5. The Planning Application was been made to the Council for planning permission for the Development on the Site, which was refused on 11 November 2016.
6. The Owner has submitted the Planning Appeal to the Planning Inspectorate under reference APP/X0360/W/17/3167142.
7. The Planning Inspector has determined to allow the Planning Appeal subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1 DEFINITIONS

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

"Act" the Town and Country Planning Act 1990, as amended

"Affordable Housing" 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 Department for Communities and Local Government

"Affordable Housing Contribution"

shall mean a contribution of twenty two thousand and three hundred and forty four pounds and six pence (£22,344.06) Index Linked towards the offsite provision or regeneration of Affordable Housing within the Council's administrative area in lieu of provision of 40% Affordable Housing dwellings on the Site

"Affordable Housing Dwellings"

shall mean 40% of the number of Dwellings for use as Affordable Housing consisting of a mix of Social Rented Housing and Shared Ownership Housing which shall be built in compliance with the Standards (the exact size and mix of which are to be specified herein)

"Affordable Housing Land"

that part of the Site upon which the Affordable Housing Dwellings are to be constructed the exact position of which is to be nominated by the Owner and reasonably agreed by the Council on or before the approval of the Reserved Matters Application

"Affordable Housing Mortgagee"

means any mortgagee of a Registered Provider in possession of any or all of the Affordable Housing Dwellings or a bona-fide purchaser for value thereof from such mortgagee in possession (except in the case of a purchaser from a mortgagee in possession which is a Registered Provider or the successors in title of such a purchaser)

"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" and "Commencement" shall be construed accordingly

"Council"

Wokingham Borough Council of Shute End, Wokingham, Berkshire RG40 1BN

"Development"

the proposed erection of 13 dwellings with associated highway works, public open space and landscaping as 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

"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

"Local Housing Company"

shall mean a Council owned housing company, currently known as Wokingham Housing Limited

"Monitoring Fee"

means a sum to be calculated at a rate of £200.00 (two hundred pounds) per Dwelling representing the reasonable expenses which will be incurred by the Council in connection with checking that the terms of this Deed and the Planning Permission are being or have been complied with which in the case of 13 Dwellings shall amount to a total sum of Two Thousand Six Hundred (£2,600.00)

"Mortgagee Sale Provisions"

means the provisions set out in Part 2 of Schedule 1

"Nominations Agreement"

an agreement substantially in the form of the draft nominations agreement annexed hereto by which

the Council may nominate tenants for the Affordable Housing Dwellings

"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

"Open Market
Dwellings"

shall mean and Dwellings which are not designated as Affordable Housing Dwellings

"Plan"

a plan attached to this Deed

"Planning Appeal"

the planning appeal to the refusal of the Planning Application, such appeal made under reference APP/X0360/W/17/3167142

"Planning Application"

the planning application made under reference 161529 for the Development

"Planning Inspector"

the planning inspector appointed by the Planning Inspectorate to hear the Planning Appeal

"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

"Preferred Registered
Provider"

shall mean the Local Housing Company, the Council or any one of the following Registered Providers or their respective successors and permitted assigns each of whom is a Registered Provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modification thereto:

- i Catalyst Housing Limited
- ii Sovereign Housing Association Limited

SONNING GOLF CLUB, WOKINGHAM

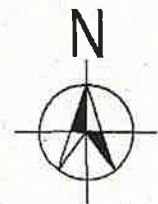


LOCATION PLAN

1:250 @ A3
 0 10 20 30 40 50 60 70 80 90 100
 METRES

DATE: MAY 2016
 DRAWN: OTHERS

STAGING TITLE: LOCATION PLAN
 DRAWING NO: (SUS-17) 1



Chad
S. Towner

19 June 2017



- iii Housing Solutions Limited
- iv Thames Valley Housing Association

"Registered Provider" or "RP"	shall mean either: (1) a registered provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modifications made thereto; or (2) the Local Housing Company; or (3) The Council
"Reserved Matters Application"	an application for reserved matters relating to the Planning Permission
"Shared Ownership Housing"	shall mean housing provided by a Registered Provider or Local Housing Company where the occupier will initial be offered an equity share in the property of 35% (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% per annum on the value of the unsold equity
"Site"	the land known as land at Sonning Golf Club, Duffield Road, Woodley RG4 6GJ and shown for identification purposes only edged red on the Plan
"Social Rented Housing"	Means housing provided by a Registered Provider at target social rents
"Standards"	means the Homes and Communities Agency Design and Quality Standards and Lifetime Homes Standards current at the date of the Planning Permission

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 and Section 111 of the Local Government Act 1972.
- 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 (excluding Clause 6.1, 6.1.1, 6.1.2, 6.1.3) is conditional upon:
 - 4.1.1 the grant of the Planning Permission; and

4.1.2 the Planning Inspector deeming that the obligations contained in this Deed are:

- (a) necessary to make the Development acceptable in planning terms;
- (b) directly related to the Development; and
- (c) fairly and reasonably related in scale and kind to the Development

but for the avoidance of doubt where the Planning Inspector is silent on the obligations herein they shall be deemed to comply with 4.1.2 (a), (b) and (c) above and shall be complied with in accordance with the terms herein.

5 THE OWNER'S COVENANTS

5.1 The Owner covenants with the Council as set out in the Schedule 1.

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 Open Market Dwellings
- 5.2.3 the date of first Occupation of 50% of the Open Market Dwellings

6 MISCELLANEOUS

6.1 The Owner shall pay to the Council ~~on completion of this Deed~~ *on completion of this Deed*

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

6.1.2 *the Monitoring fee (unless the Planning Inspector expressly states that the Monitoring Fee is not necessary and should not be paid given the scale and nature of the Development); and*

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

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 shall be registered as such by the Council.

6.4 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.

- 6.5 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.
- 6.6 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
- 6.7 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.
- 6.8 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.
- 6.9 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.
- 6.10 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.
- 6.11 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.
- 6.12 No purchaser (or their mortgagee) or their successors in title of any Open Market Dwelling nor any statutory authority or service company acquiring part of the Site or any electricity sub-station gas governor or other land within the Site for the purpose of this undertaking shall be liable for any breach of this Deed.

7 MORTGAGEE'S CONSENT

- 7.1 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.

8 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.

9 CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council within 14 days 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.

10 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.

11 VAT

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

12 JURISDICTION

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

13 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.

SCHEDULE 1

AFFORDABLE HOUSING

Owner's Covenants

PART 1

Provision of Affordable Housing

The Owner covenants with the Council as follows:

1. To pay to the Council (or as directed by the Council) the Affordable Housing Contribution prior to Occupation of any Dwelling within the Development
2. No Dwelling within the Development shall be Occupied until the date on which the Council receives the Affordable Housing Contribution
3. That five Dwellings on the Site shall be provided as Affordable Housing by constructing the Affordable Housing Dwellings in accordance with this Schedule.
4. The Development shall contain 40% Affordable Housing Dwellings of the total number of Dwellings within the Site which shall comprise of (unless otherwise agreed by the Council in writing):

Tenure	Dwelling Size	Number of Affordable Housing Dwellings
Social Rent	3 bed	3
Shared Ownership	2 bod	2

5. Not to commence construction of any Open Market Dwellings unless and until the precise Affordable Housing number, location and mix has been approved in writing by the Council
6. Not to Commence Development until it has submitted to the Council the name of the chosen Preferred Registered Provider

7. Not to commence construction of the Affordable Housing Dwellings any later than 3 calendar months after the commencement of construction of the Open Market Dwellings
8. 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 as part of the Development upon the Site at no cost to the Council prior to the use or Occupation of more than forty per cent (40%) of the Open Market Dwellings
9. Not to permit more than fifty per cent (50%) of the Open Market Dwellings to be used or Occupied unless and until all of the Affordable Housing has 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 Preferred Registered Provider or other Registered Provider approved in writing by the Council on the terms set out in Part 2 of this Schedule

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 Owners 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; and
 - 1.6 with all necessary rights of access and services

Price

- 2 The price of the Affordable Housing Land and the Affordable Housing Dwellings shall be an amount calculated to enable the Preferred Registered Provider to acquire the Affordable Housing Dwellings without the need for public subsidy.

Costs

3. Each party shall bear its own costs of negotiation and exchange of contracts

Rights

4. The provisions of Schedule 1 Part 2 shall apply to the transfer of any Affordable Housing Dwelling

Exchange of Contracts

5. Following the written acceptance of an offer by the Preferred Registered Provider contracts for the sale of the Affordable Housing Dwellings shall be exchanged between the two parties within 56 days following such written acceptance (or such longer period as may be required by the Preferred Registered Provider but in any event not exceeding 90 days)

Occupation of the Affordable Housing Dwellings

6. The Affordable Housing Dwellings shall not be used for any purpose other than as Affordable Housing and within 8 weeks of the transfer of the Affordable Housing Dwellings to the Preferred Registered Provider the Owner shall procure the execution by the Preferred Registered Provider of the Nominations Agreement and deliver the same to the Council.

Affordable Housing Mortgagee Sale Provision

7. The Affordable Housing provisions in this Deed 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 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 Land or any persons or bodies deriving title through such mortgagee or charge or Receiver PROVIDED THAT:
 - 7.1 Such mortgagee or charge or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Land 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 Land to another registered provider or to the Council 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

- 7.2 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 Land or any part of it free from the Affordable Housing provisions in this Deed which provisions shall determine absolutely

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

SIGNED AS A DEED
by the said SONNING GOLF
CLUB LIMITED acting by a director
In the presence of:-

Witness Signature:

Witness Name and Address:

Witness Occupation

)
)
)
)



Lunar House
Mercury Park
Wooburn Green
High Wycombe
Bucks HP10 0HH

General
Accountant

EXECUTED AS A DEED BY
BARCLAYS BANK PLC
acting by its Attorneys
and
in the presence of

)
)
)
)
)



S. YOUNGER
DIRECTOR



SAMANTHA WOODS
MORTLOCK HOUSE, HISTON, CAMBS
CB24 9NP
BANK STAFF

ANNEX

FORM OF NOMINATION AGREEMENT

THIS AGREEMENT is made the

day of

20

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 expressions shall have the meanings given to them in the Section 106 Agreement save that 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;

"Association"

a body registered with The Homes and Community Agency pursuant to Section 80 of the Housing and Regeneration Act 2008;

"Homebuy Agent"

A body appointed by the Homes and Community Agency to facilitate helping individuals and families find homes that meet their current housing needs (or such successor body).

"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;

"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 Social Rented Unit Affordable 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 shall have been approved in writing by the Council (such approval not to be unreasonably withheld or delayed);

"Site"

means land at *[address of Site] shown 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 "Social Rented Units" and/or "Affordable 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 Social Rented Unit or Affordable 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 Social Rented Units and Affordable 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 – SOCIAL RENTED UNITS AND AFFORDABLE RENTED UNITS

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

During the Initial Nomination Period

6.1.1 One hundred percent nominations of the Units let for the first time

During the Subsequent Nomination Period

6.1.2 Seventy five percent (3 out of every 4) nominations of the Units for all subsequent lets.
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 ten days (10) 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.
- 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.

6.4 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.

6.5 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.

6.7 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:

During the Initial Nomination Period

- 7.1.1 One hundred percent nominations of the Units sold for the first time

During the Subsequent Nomination Period

- 7.1.2 Seventy five percent (3 out of every 4) nominations of the Units for all subsequent sales.

- 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 Association will seek referrals from the Homebuy Agent covering Wokingham. Upon receipt of referrals the Association will issue a written notice listing the referrals (Release Notice) to the Council as soon as possible and seeking for referrals to be nominated to the scheme in priority order.
- 7.5 Within fourteen days (14) of receipt of a Release Notice or Resale Notice the Council will supply to the Association the names and addresses of up to three Nominees per Unit in priority order.
- 7.6 Within twenty one days (21) of the Council providing the Association with names and addresses of Nominees pursuant to clause 7.4 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 request further nominations from the referrals list and the Council will have 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 7.6, there still remain unsold Units, 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 Homes and Community Agency 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.

Dated:

14th December

2020

WOKINGHAM BOROUGH COUNCIL

- and -

SONNING GOLF CLUB LIMITED

**Deed of Agreement to Provide Planning Obligations and
Deed of Variation Agreement
pursuant to Section 106 and 106A of the Town and Country Planning Act
1990 and Section 111 Local Government Act 1972
in relation to the proposed development at Sonning Golf Club, Duffield Road,
Woodley, Berkshire RG4 6GJ**

Planning Reference Number : 161529 and 200951

Wokingham Borough Council
Shute End
Wokingham
Berkshire
RG40 1BN

This Deed is made the 14th day of December 2020

BETWEEN

- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Offices Shute End Wokingham Berkshire RG40 1WH ("the Council")
- (2) **SONNING GOLF CLUB LIMITED** (Company Registration Number 00412769) whose registered office is at Lunar House Mercury Park Wycombe Lane Wooburn Green High Wycombe, HP10 0HH and of Duffield Road Sonning Reading RG4 6GJ ("the Owner")

WHEREAS

1. The Council is the local planning authority for the purpose of the Act for the area in which the Site is situated and by whom the obligations created by this Agreement are enforceable.
2. The Council is the local highway authority for the area in which the Site is situated.
3. The Owner is the freehold owner of the Site.
4. The Owner and Barclays Bank Plc (Company Registration Number 1026167) whose registered office is 1 Churchill Place London E14 5HP gave to the Council the 2017 Unilateral Undertaking.
5. The Outline Permission was granted following the Planning Appeal with reference APP/X360/W/17/3167142.
6. The Reserved Matters Application has been made to the Council.
7. The Council has not yet determined the Reserved Matters 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 the Reserved Matters Approval 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:

"2017 Unilateral Undertaking"	the unilateral undertaking dated 19 th June 2017 given by the Owner and Barclays Bank Plc to the Council
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"1980 Act"	the Highways Act 1980 (as amended)
"Act"	the Town and Country Planning Act 1990, as amended
"Certificate of Substantial Completion"	means a certificate to be given by the Council to the Owner certifying that the Estate Roads have been constructed in accordance with the Specification and Plans subject to the Council being satisfied that they have been so constructed so as to enable the same to be regarded by the Council acting reasonably as substantially complete subject only to any necessary correction of defects
"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, 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" and "Commencement" shall be construed accordingly
"Development"	the development permitted by the Outline Permission and the Reserved Matters Approval
"Dwelling"	means any dwelling (including house, flat or maisonette) together with associated garden, garage, driveway and/or parking spaces to be

constructed within the Site pursuant to the Outline Permission and the Reserved Matters Approval

"Employment Skills Contribution"

the sum of three thousand seven hundred and fifty Pounds (£3,750.00) 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:

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

Where 1 is the amount of Community Skills Support Identified in the Bands using V being the value of the construction costs of the development to be applied to the Bands below

$$\text{Where } V = C \times D$$

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

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, 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 shall provide for 3 community skills support positions and the creation of 1 job or such other mix as is approved in writing by the Council

"Estate Roads"

means the roadways including footways within the managed areas indicatively shown grey on the Estate Roads Plan and "Estate Road" shall be construed accordingly

"Estate Roads Bond"

means a bond to be put in place by the Owner (for which the form of the bond and Surety are subject to the prior written approval of the Council) for the sum of Seventy Two Thousand Seven Hundred and Eighty Four Pounds and Ninety One Pence

(£72,784.91)

"Estate Roads Plan" means the plan attached to this Deed with drawing reference PA-RM-AH-001 Rev D

"Final Certificate" means a certificate to be given by the Council to the Owner certifying that the Estate Roads have been constructed in accordance with the Specification and Plans and that any defects have been corrected and that the Maintenance Period has ended

"Fronting" has the same meaning as defined in Section 203 of the 1980 Act

"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

"Inspection Fee"

means the sum of Seven Thousand Two Hundred and Seventy Eight Pounds and Forty Nine Pence (£7,278.49) representing the Council's reasonable fees for approving the Specification and Plans the carrying out of any inspections and testing of materials used during the construction of the Estate Roads

"Maintenance Fee"

means the fee payable annually to the Management Company as apportioned between the Dwellings for the maintenance inter alia of the Estate Roads including the surface drainage system service, street lighting apparatus and all structures erected thereon

"Maintenance Period"

means the period of 12 (twelve) calendar months commencing on the date specified in the Certificate of Substantial Completion or such longer period as the Council in its reasonable discretion may allow to the Owner for the rectification of any defects

"Management Company"

means a management company in respect of which all of the owners of the Dwellings comprised in the Development Fronting the Estate Roads shall be members and shareholders of which the principle objectives shall be, among other things:

- to hold the legal interest of the Estate Roads within the Site;
- to levy and collect charges including the Maintenance Fee from persons having a relevant freehold interest in the Site (including in respect of the cleaning maintenance winter maintenance and repair of the Estate Roads,

paths and access ways and arranging insurances and management); and

- to repair, keep in repair and clean such areas of the Site including the roads and Estate Roads to be constructed by the Owner,

and the areas to be subject to the long term maintenance and reasonable maintenance responsibility are those areas highlighted on the Estate Roads Plan

"Management Plan"

a scheme to be submitted to and approved in writing by the Council, which identifies:

- (i) the future management and maintenance requirements of the Estate Roads
- (ii) the proposed ongoing maintenance operations for the Estate Roads, to address the requirements described in subclause (i) above specifically identifying the management objective, task and the timing and frequency of the operation for all the features of the Estate Roads
- (iii) the proposed means of funding the ongoing maintenance and management of the Estate Roads in accordance with the Management Plan by the Owners and where one is formed pursuant to the provisions of this Deed the Management Company
- (iv) a mechanism for the periodic review of any of the features referred to in subclauses (i) (ii) and (iii) above with the Council and where necessary amendment of the Management Plan

"My Journey"

the Council's borough wide travel awareness initiative which seeks to encourage residents to consider the use of sustainable transport options available to them for their journeys

"My Journey Contribution"

the sum of Six Thousand Seven Hundred and Sixty Pounds (£6,760) Index Linked towards the My Journey Wokingham Travel Plan Services

"My Journey Wokingham Travel Plan Services" Travel plan services provided by the Council to residents of the Dwellings including:

- i) Travel information packs;
- ii) Dedicated travel webpages;
- iii) A 'contact us' function on the My Journey website to allow residents to ask questions and communicate with a travel advisor;
- iv) Events to allow residents to meet face to face with a travel advisor to discuss their needs; and
- v) Incentives and resources for residents, which can include bike hire, cycle training, and discounted car club membership

"Occupation" "Occupy" and "Occupied" occupation for the purposes permitted by the Outline Permission or the Reserved Matters Approval but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations

"Outline Permission" the planning permission dated 2nd July 2018 granted by the Planning Inspector following the Planning Appeal relating to the Planning Application

"Parties" means the Owner and the Council and where necessary or the context permits "Party" shall be construed as meaning one of the Parties

"Plan" the plan attached to this Agreement

"Planning Appeal" the appeal with reference APP/X0360/W/17/3167142 against the Council's refusal of the Planning Application

"Planning Application" outline application for the erection of 13 dwellings

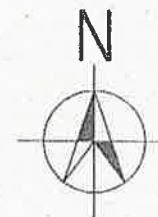
	with associated highway works, public open space and landscaping. (Approval sought for Access) given Council reference 161529
"Planning Inspector"	the planning inspector appointed by the Planning Inspectorate to hear the Planning Appeal
"Reserved Matters Application"	the application given Council reference 200951 for the approval of reserved matters pursuant to outline planning consent 161529 for the erection of 13 dwellings with associated highway works, public open space and landscaping details of Layout, Appearance, Landscaping and Scale to be determined
"Reserved Matters Approval"	the decision notice granting approval of the Reserved Matters Application
"Site"	the land known as Sonning Golf Club Duffield Road Woodley Berkshire RG4 6SJ shown edged red on the Plan
"Specification and Plans"	means the specification and plans of the Estate Roads shown on the engineering drawings to be submitted to and be approved by the Council or such other plans or drawings as may be subsequently approved by the Council and which relate to the following details: - engineering layout; - construction details; - external works; - longitudinal sections; - service layout
"Surety"	such Bank or other financial or guarantee institution as shall be nominated by the Developer and approved by the Council for the purpose of

問題

Two diameters = the diagonals of Focus On Design window = a 20° angle for Focus On Design window and no facility with the accepted concept of a 10° angle to better the 10° (10° is a 10° focus).



MS42013

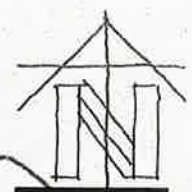
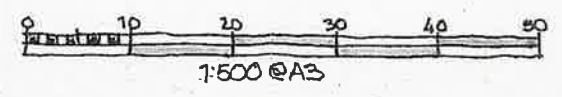
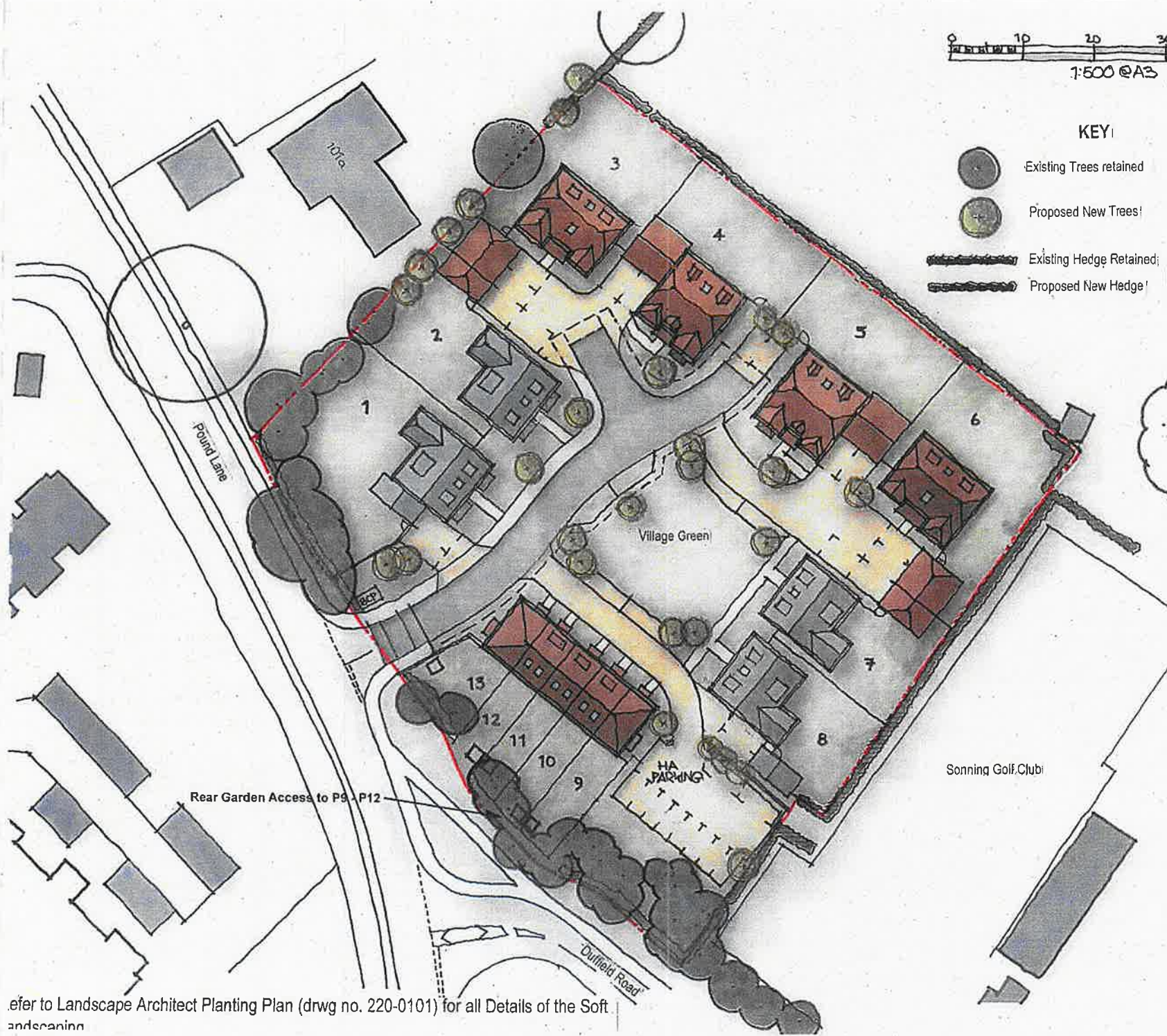


DATE	MAY 2016
DRAWN	OTHERS

0565-101-1 LOCATION PLAN

010 095687 (WAY) 11 (RAT) 152
-0222 012230 -0127 012721

FOCUS
ON DESIGN



KEY:

-  Existing Trees retained
-  Proposed New Trees!
-  Existing Hedge Retained;
-  Proposed New Hedge!

Date:	Notes:	Rev:
04.08.20	P13 Bike Shed Reposition	D
30.07.20	Note Added to P9 - P12	C
15.06.20	Minor Amendments	B
15.04.20	Landscape changes	A



Wellington Place 10 Lewis Close
 Harfield, Middlesex, UB9 6RD
 Tel: 07967 501181 Email: Gmeier6597@aol.com

Project Address:
 Site Adjacent to Sonning Golf Club, Pound Lane, Sonning

Drawing Title:
 Proposed Site Layout

Drawn By: GM **Scale:** 1/500 @ A3 **Date:** Mar 20

Drawing No: PA-RM-AH-001 **Rev:** D

Refer to Landscape Architect Planting Plan (dwg no. 220-0101) for all Details of the Soft Landscaping

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 (with the exception of the Second Schedule) the Owners and its successors in title and assigns and the persons claiming under or through it (subject as referred to in clause 7).

- 3.2 The obligations imposed upon the Owners 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 Owners 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 Reserved Matters Approval.

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 the date of Commencement of Development.
- 5.3 The Owner covenants with the Council that it will give not less than seven (7) days prior notice in writing to the Council of the date of first Occupation.
- 5.4 The Owner covenants with the Council that it will give not less than seven (7) days notice in writing to the Council of the date of completion of the Development.

6 THE COUNCIL'S COVENANTS

- 6.1 The Council covenants with the Owners as set out in the Sixth Schedule and the First 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
- 7.1.2 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 certificate 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 Owners 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 Outline Permission and the Reserved Matters Approval shall be quashed, revoked or otherwise withdrawn or (without the consent of the Owners) it is modified by any statutory procedure or expires prior to the Commencement of Development.
- 7.9 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.
- 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 Outline Permission and the Reserved Matters Approval) 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.
- 7.12 No statutory authority or service company purchaser (or their mortgagee) or their successors in title of any Dwelling nor any acquiring part of the Site or any electricity substation gas governor or other land within the Site for the purposes of this Deed shall be liable for any breach of this Deed other than a breach of the provisions of the Fifth Schedule.

8 WAIVER

- 8.1 No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Deed shall

constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the relevant terms or conditions or for acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP

- 9.1 The Owners agree 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.

10 INTEREST

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

11 VAT

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

12. JURISDICTION

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

13 DELIVERY

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

FIRST SCHEDULE
VARIATION TO THE 2017 UNILATERAL UNDERTAKING

The Council and the Owner agree that:

1.1 On and from the date hereof the 2017 Unilateral Undertaking is varied as follows:

1.1.1 The definition of "Preferred Registered Provider" shall be deleted and replaced with the following wording:

"shall mean the Local Housing Company, the Council or any one of the following Registered Providers or their respective successors and permitted assigns each of whom is a Registered Provider within the meaning of the Housing & Regeneration Act 2008 or any statutory modification thereto:

- i Catalyst Housing Limited*
- ii Sovereign Housing Association Limited*
- iii Housing Solutions Limited*
- iv Metropolitan Thames Valley*
- v Loddon Homes*
- vi Vivid*
- vii Silva Homes*
- viii Southern Housing Group"*

1.2 On and from the date hereof the 2017 Unilateral Undertaking shall be read and construed and shall take effect as if references in the 2017 Unilateral Undertaking to the Outline Permission are also references to the Reserved Matters Approval.

1.3 The Owner and the Council confirm that the obligations contained in the 2017 Unilateral Undertaking shall remain in full force and effect save as varied by this Deed.

SECOND SCHEDULE
EMPLOYMENT SKILLS CONTRIBUTION OR EMPLOYMENT SKILLS PLAN

The Owner covenants with the Council as follows:

1. Prior to Commencement of Development the Owner shall entirely at its 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 clause 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 Owners elect 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 Owners) 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. within 7 (seven) days of written request from the Council the Owner shall provide a progress report to determine whether satisfactory progress is being made in meeting the key performance indicators in the approved Employment Skills Plan to the deadlines set out in the approved Employment Skills Plan and if the Council (acting reasonably) considers that progress is unsatisfactory the Council shall by written notice require that the approved Employment Skills Plan is satisfactorily discharged within 28 days of the date of the notice if at the end of that 28 day period insufficient progress has been made the Owner will be required to pay the Employment Skills Contribution or a proportion thereof to be determined at the Council's reasonable discretion within 7 (seven) days of a further written notice from the Council demanding payment.

THIRD SCHEDULE
MY JOURNEY CONTRIBUTION

The Owner covenants with the Council as follows:

1. To pay the My Journey Contribution to the Council prior to the first Occupation of the first Dwelling and not to cause or permit Occupation of any Dwelling until the My Journey Contribution has been paid in full to and received by the Council.

FOURTH SCHEDULE

ESTATE ROADS

1. The Owner covenants with the Council as follows:
 - 1.1 To submit to the Council the Specification and Plans on or before Commencement of Development.
 - 1.2 To build the Estate Roads in accordance with the Specification and Plans as approved in writing by the Council and not to commence construction of the Estate Roads until the Council has given its prior written approval of the Specification and Plans with such approval not to be unreasonably withheld or delayed.
 - 1.3 To lay out and construct all Estate Roads as is necessary to accommodate any statutory undertakings or telecommunications equipment to be laid on under or above the Estate Roads with adequate access points for inspection by the relevant statutory undertakers and statutory water and sewerage undertaker entirely at its own expense and to the reasonable satisfaction of the Council and the Owner further covenants that said Estate Roads shall be constructed in accordance with the Specification and Plans as approved in writing by the Council.
 - 1.4 No later than three months from completion of the Development to provide the Council with drawings, plans and specifications to show how the Estate Roads have been constructed at the Site in accordance with the Specifications and Plans.
 - 1.5 Not to Occupy or allow Occupation of any Dwelling within the Development until the Inspection Fee has been paid to and received by the Council.
 - 1.6 Not to Occupy or allow Occupation of any Dwellings within the Development until the Estate Roads Bond has been entered into (in a form and with a Surety as approved in writing by the Council) and completed substantially and a certified copy of which has been delivered to the Council.
 - 1.7 Not to Occupy or Permit Occupation of any Dwelling until it has substantially completed the construction of the Estate Road in accordance with this Schedule (which, for the avoidance of doubt, will be capable of being achieved if the final surface and final kerbs are outstanding).
 - 1.8 Not to Occupy or Permit Occupation of any Dwelling until the Council has issued the Certificate of Substantial Completion.
 - 1.9 At the end of the Maintenance Period to transfer the Estate Roads to the Management Company to ensure both vehicular and pedestrian access and egress to and from the

Dwellings PROVIDED THAT the Estate Roads shall be transferred to the Management Company in their entirety by Occupation of the last Dwelling constructed on the Site. The Management Company shall take all steps that shall be reasonably necessary to maintain, repair and keep in repair in perpetuity the surface and structure of the Estate Roads, street lighting system, road markings and street furniture to a standard sufficient to provide a safe and durable road construction with the likelihood that only reasonable future maintenance will be needed.

- 1.10 At all times after completion of the construction of the Estate Roads to ensure they remain open and unobstructed (but for reasonable periods in carrying out remedial works to the Estate Roads or any services thereunder) and are available for use by both residents of the Development and members of the public as appropriate and the latter case only if in connection with any of the Dwellings or management of any area of the Site as directed by the Owner or the Management Company and without charge.
- 1.11 From issue of the Final Certificate the Estate Roads shall remain a private street maintainable by the Owner for the time being or the Management Company. The Management Company hereby further covenants not to make any application nor permit an application to be made to the Highway Authority or any relevant body for the Estate Roads to be adopted (SAVE THAT the Council at its absolute discretion may consider the application for agreement pursuant to the 1980 Act s38(1)) or dedicated as a public highway and further it shall procure by way of covenant expressed to be enforceable by the Council that successors in title to the Management Company shall not make any similar application to the Highways Authority or relevant body to adopt the Estate Roads at a later date.

FIFTH SCHEDULE
MANAGEMENT COMPANY AND MANAGEMENT PLAN

1. The Owner covenants with the Council as follows:
 - 1.1 Prior to Commencement of Development to submit to the Council for approval the Management Plan.
 - 1.2 Prior to Commencement of Development to establish or appoint the Management Company in respect of the Estate Roads and to submit to the Council evidence of the formation or appointment of a Management Company for the purpose of managing and maintaining the Estate Roads.
 - 1.3 To procure that the buyer of each Dwelling comprised in the Development enters into the following covenants and acknowledgement direct with the Management Company:
 - (i) to pay to the Management Company a fair and reasonable proportion of the costs and expenses incurred by the Management Company in respect of its administration and of insuring and maintaining repairing and as necessary renewing the open space in accordance with the approved Management Plan; and
 - (ii) that upon any subsequent sale or lease of such Dwelling he will procure that the incoming buyer or lessee shall enter into direct covenants with the Management Company in the form of paragraphs 1.3(i) and 1.3(ii) of this Fifth Schedule; and
 - (iii) the buyer or lessee acknowledges that the Council shall not be responsible for any costs or expenses incurred by the Management Company in implementing the Management Plan.
 - 1.4 To procure that the Management Company:
 - 1.4.1 shall be under an obligation to clean maintain and repair as necessary the Estate Roads transferred or leased to it or in respect of which it has the benefit of an easement or other right in the Estate Roads; and
 - 1.4.2 shall be under an obligation to comply and observe the covenants of the Owner containing within Schedule 5 of this Deed; and
 - 1.4.3 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 paragraph 1.4.1 above together with the cost of arranging insurances and management and such other costs as are usual for a Management Company to recover

- 1.5 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 have otherwise first agreed in writing.

SIXTH SCHEDULE
Council's Covenants

1. The Council covenants with the Owner that:
 - 1.1 if it receives the Employment Skills Contribution from the Owner in accordance with paragraph 1.1 of the First Schedule, the obligations at paragraphs 1.2 and 2 of the First Schedule shall be discharged in full; and
 - 1.2 if it receives and approves the Employment Skills Plan from the Owner in accordance with paragraph 1.2 of the First Schedule, the obligations at paragraph 1.1 of the First Schedule shall be discharged in full.
2. The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree acting reasonably.
3. The Council covenants with the Owner that it will pay to the Owner such amount of any payment made by Owner to the Council under this Deed 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 together with interest at the Bank of England base rate from time to time being charged for the period from the date of payment to the date of refund 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.
4. The Council covenants with the Owner that it will use reasonable endeavours to promptly issue the Certificate of Substantial Completion when the Estate Roads have been constructed in accordance with the Specification and Plans and the Council is satisfied that they have been so constructed so as to enable the same to be regarded by the Council acting reasonably as substantially complete subject only to any necessary correction of defects.
5. The Council covenants with the Owner that it will use reasonable endeavours to promptly issue the Final Certificate when the Estate Roads have been constructed in accordance with the Specification and Plans and any defects have been corrected and the Maintenance Period has ended.

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:

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)



Authorised Signatory



SIGNED AS A DEED

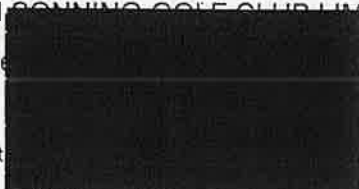
)

by the said CONNING GOLF CLUB LIMITED

)

In the presence of

)



Witness Signature

Witness Name and Address: MR DEVILLE BAILEY

SEDDEN, WOOD END LANE,

PRESTWOOD, GREAT HISSENDON

Witness Occupation

BUCKS, HP16 9HP

DEVELOPMENT DIRECTOR