

Dated

2026

WOKINGHAM BOROUGH COUNCIL

(1)

AND

ANTLER WOKINGHAM LLP

(2)

AND

CLOSE BROTHERS LIMITED and SEVERN BRIDGING LTD

(3)

AGREEMENT

pursuant to

**Section 106 and Section 106A of the Town
and Country Planning Act 1990 relating to
land to the west of St Anne's Drive and
south of London Road, Wokingham RG40
1PB**

**Request To Modify of 17 February 2026 the
Original Agreement**

Dated 4 November 2022

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- (1) **WOKINGHAM BOROUGH COUNCIL** of Council Officers, Shute End, Wokingham, Berkshire RG40 1BN (the "**Council**");
- (2) **ANTLER WOKINGHAM LLP** (LLP Regn. No. OC450001) care of Antler Homes, Knightway House, Park Street, Bagshot GU19 5AQ (the "**First Owner**");
- (3) **CLOSE BROTHERS LIMITED** (Company Number 00195626, registered office 10 Crown Place, London EC2A 4FT) and **SEVERN BRIDGING LTD** (Trading as SBL Capital). (Company Number 09764952, registered office 55 Chislehurst Road, Chislehurst, Kent England BR7 5NP) (the "**Mortgagees**");

The Council the Owner and the Mortgagees shall be known together as "the Parties"

WHEREAS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated and is the freehold owner of that part of the Site registered at the Land Registry under Title Number BK415490.
- (B) The First Owner is the freehold owner of that part of the Site registered at the Land Registry under Title Number BK533660.
- (C) This Deed of Variation is supplemental to the Original Agreement entered into in respect of the Development.
- (D) The Owner has requested that the Original Agreement be varied to amongst other things vary the tenure mix and triggers for the delivery and sale of the Affordable Housing because of the Site costs.
- (E) The Parties have agreed that the Original Agreement shall be varied pursuant to section 106A(1)(a) of the Act in accordance with the terms of this Deed of Variation.

(F) the Parties have given due consideration to the provisions of Regulation 122 of the 2010 Regulations and to the advice set out in Paragraph 57 of the NPPF and acknowledge that the Development forms part of the wider development of the SWSDL and that the obligations created by 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

and are therefore capable of constituting reasons for granting planning permission in accordance with Regulation 122(2) of the 2010 Regulations.

(G) The Parties have agreed to enter into this Deed with the intention that the obligations contained in this Deed may be enforced by the Council against the Owner and their successors in title.

AGREED TERMS

1 INTERPRETATION

1.1 The definition in this clause applies in this Deed of Variation.

“Original Agreement”

means the agreement made pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) and all other enabling powers dated 4 November 2022 between (1) the Council and (2) Bernard Edwin Peries And Ann-Marie Peries (the First Owner); (3) Gary Payne And Debra Janet Payne (the Second Owner) and (4) Beaulieu Homes South Limited (the Developer)

1.2 Except where a contrary intention appears, a reference to a clause or Schedule is a reference to a clause of, or Schedule to this Deed of Variation and a reference in a Schedule to a paragraph is to a paragraph of that Schedule.

- 1.3 Clause, Schedule and paragraph headings do not affect the interpretation of this Deed of Variation.
- 1.4 Except to the extent that they are inconsistent with the definitions and interpretations in clause 1 of this Deed of Variation, the definitions and interpretations in clause 1 of the Original Agreement shall apply to this Deed of Variation.

2 LEGAL EFFECT

- 2.1 This Deed of Variation is made pursuant to all powers enabling the Parties and in particular section 106 and section 106A of the Act. To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Deed of Variation are planning obligations for the purposes of the Act which are enforceable by the Council and which bind the Site.
- 2.2 To the extent that any of the obligations contained in this Deed of Variation are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972 and all other enabling powers.
- 2.3 All words and phrases defined in the Original Agreement shall have the same meaning in this Deed of Variation save where varied by this Deed of Variation.

3 VARIATION OF THE ORIGINAL AGREEMENT

- 3.1 The Parties hereby agree and declare as follows:
- 3.1.1 This Deed of Variation shall be construed as one with the Original Agreement.
- 3.1.2 The Original Agreement is varied as set out in the **Schedule** to this Deed of Variation.
- 3.1.3 The obligations, covenants and conditions contained in the Original Agreement, as varied by this Deed of Variation, shall continue in full force and effect.

4 COSTS

- 4.1 The Owner covenants with the Council to pay the Council's reasonable legal expenses incurred in the negotiation and execution of this Deed of Variation on or before the date hereof in the sum of £1,435.00

5 REGISTRATION

- 5.1 This Deed of Variation shall be registered as a Local Land Charge by the Council pursuant to section 106(11) of the Town and Country Planning Act 1990 (as amended).

6 JURISDICTION

- 6.1 This Deed of Variation is to be governed by and interpreted in accordance with the law of England and Wales.
- 6.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the Parties arising out of or related to this Deed of Variation.

7 EXECUTION

- 7.1 The Parties have executed this Deed of Variation as a deed and it is delivered on the date set out above.

SCHEDULE – Variations to the Original Agreement

1. The following shall be added to the Original Agreement as the final line under the heading 'Contents':

“APPENDIX 9 SITE LAYOUT- TENURE PLAN 650.020.007 REVISION D.....55”

2. Clause 1 of the Original Agreement 'Definitions and Interpretation' shall be modified as follows:

- 2.1 The definition in Clause 1 of the Original Agreement of Affordable Housing shall be deleted and replaced with the following definition:

“Affordable Housing means 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 costs and their incomes such housing being provided in conformity with the advice contained in the National Planning Policy Framework published by the Ministry of Housing, Communities & Local Government and any successor organisation thereto;”

- 2.2 The definition in Clause 1 of the Original Agreement of Affordable Housing Unit shall be deleted and replaced with the following definition:

“Affordable Housing Unit each affordable housing unit to be constructed pursuant to the Development as part of the Affordable Housing Scheme and Affordable Housing Mix and "Affordable Housing Units" shall be construed accordingly;”

- 2.3 The definition in Clause 1 of the Original Agreement of Homes England shall be deleted and replaced with the following definition:

"Homes England means the Homes and Communities Agency trading as Homes England as established under the Housing and

Regeneration Act 2008 or any successor organisations thereto;"

2.4 The definition in Clause 1 of the Original Agreement of Plan shall be deleted and replaced with the following definition:

"Plan means the plan numbered LP-01 rev A, dated 15 December 2022 at Appendix 1;"

2.5 The definition in Clause 1 of the Original Agreement of Planning Permission shall be deleted and replaced with the following definition:

"Planning Permission means the planning permission granted pursuant to the Planning Application or the Section 73 Planning Application"

2.6 The definition in Clause 1 of the Original Agreement of Preferred Registered Provider shall be deleted and replaced with the following definition:

"Preferred Registered Provider means one of the Registered Providers contained on the Registered Provider Partner List or their respective successors and permitted assigns"

2.7 The following definition shall be inserted in the Original Agreement:

"Public Open Space (Northern) means the that part of the Public Open Space edged red on the Public Open Space (Northern) Plan"

2.8 The following definition shall be inserted in the Original Agreement:

"Public Open Space (Northern) Plan means the plan at Appendix 10 of this Deed"

2.9 The following definition shall be inserted in the Original Agreement:

“Public Open Space

(Southern) means the that part of the Public Open Space edged red on the Public Open Space (Southern) Plan”

2.10 The following definition shall be inserted in the Original Agreement:

“Public Open Space

(Southern) Plan means the plan at Appendix 10 of this Deed”

2.11 The definition in Clause 1 of the Original Agreement of Registered Provider Partner List shall be deleted and replaced with the following definition:

**“Registered
Provider Partner
List** means the Council’s list of Registered Provider partners as amended from time to time but which at the date of this Deed comprises the following:

i.	Sovereign Housing Association Limited
ii.	Housing Solutions Limited
iii.	Thames Valley Metropolitan Housing Association formed of the following legal entities: a) Metropolitan Housing Trust Limited; and b) Thames Valley Housing Association Limited
iv.	Abri Group Limited
v.	Vivid
vi.	Loddon
vii	A2Dominion

viii	Aster
------	-------

2.12 The following definition shall be inserted in the Original Agreement:

**“Section 73
Planning Application** means the application for full planning permission validated by the Council on 2 January 2025 with reference number 243194”

2.13 The following definition shall be inserted in the Original Agreement:

**“Section 73
Planning Permission** means the planning permission granted pursuant the Section 73 Planning Application”

2.14 The definition in Clause 1 of the Original Agreement of Shared Ownership Lease shall be deleted and replaced with the following definition:

**“Shared Ownership
Lease** means a lease in the form or substantially in the form of the Homes England model form from time to time”

2.15 The definition in Clause 1 of the Original Agreement of Shared Ownership Housing shall be deleted and replaced with the following definition:

**“Shared Ownership
Housing** means housing provided by a Registered Provider, the where the occupier is initially offered a 10% share in the property (with the option of purchasing a greater share either at that time or subsequently should the occupier so wish) and pays a maximum rent of 1.5% per annum on the value of the unsold equity”

2.16 The definition in Clause 1 of the Original Agreement of Shared Ownership Unit shall be deleted and replaced with the following definition:

“Shared Ownership Unit means Affordable Housing provided by a Registered

Provider in accordance with this First Schedule and let on a shared equity basis in accordance with the Nomination Agreement and to the extent relevant the Housing Allocations Policy pursuant to a shared ownership lease in the form of the Homes England model lease for shared ownership where:

- the initial percentage of equity sold is 10% which shall be calculated with the intention that Shared Ownership Units are affordable to those in housing need with regard to local incomes and local house prices; and
- rent on unsold equity is initially set at no more than 1.5%;
- charges for services are levied in accordance with the good practice guidance issued by the Regulator of Social Housing"

2.17 The definition In Clause 1 of the Original Agreement of Wokingham Housing Limited shall be deleted

3. Insert as a new clause as clause 23 of the Original Agreement as follows:

"23 Mortgagees' Consent

23.1 The Mortgagees acknowledge and declare that this Deed has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained within this Deed SAVE THAT the Mortgagee shall have no liability under this Deed unless it becomes a Mortgagee in Possession in which case it will be bound by the obligations contained within this Deed.

4. Paragraph 1.1 of Schedule 2 of the Original Agreement shall be deleted and replaced with the following:

"1.1 To provide not less than nineteen (19) of the total number of Dwellings comprised in the Development as Affordable Housing representing approximately 35% of the total number of Dwellings with ten (10) of the Affordable Housing Units being Social Rented Housing and nine (9) of the Affordable Housing Units being Shared Ownership Housing

(of which the Social Rented Housing units shall comprise six (6) 1-bed housing units(flats), two (2) two-bed dwellinghouses (houses) and two (2) 3-bed dwellinghouses (houses) and the Shared Ownership Housing units shall comprise three (3) 2-bed housing units (flats) four (4) 2-bed dwellinghouses (houses) and two (2) 3-bed dwellinghouses (houses) in accordance with the annex 2 to the NPPF and taking into account the requirements set out in the remainder of this part of this Schedule (or such alternative tenure mix as may be proposed by the Owner and approved in writing by the Council);”

5. Paragraph 1.7 of Schedule 2 of the Original Agreement shall be deleted and replaced with the following:

“1.7 Not to Occupy or cause or permit the Occupation of more than 60% of the Market Housing Units until the Affordable Housing Units have been completed and made ready for Occupation and not to Occupy or cause or permit the Occupation of more than 25 of the Market Housing Units within the Development until the Affordable Housing Units have been transferred or leased at a term of 125 years to the Registered Provider;”

6. Paragraph 1.8(c) of Schedule 2 of the Original Agreement shall be deleted and replaced with the following:

“(c) any tenant (including their mortgagees or chargees and successors in title) who has exercised the right to buy or right to acquire pursuant to the Housing Act 1996 or any other statutory provision for the time being in place in respect of a particular Affordable Housing Unit will not be bound by this Deed;”

- 7 Paragraph 1.8(d) of Schedule 2 of the Original Agreement shall be deleted and replaced with the following:

“(d) any shared ownership lessee (including their mortgagees or chargees and their successors in title) who subsequently purchases all the remaining shares from the registered provider will not be bound by this deed;”

8. Paragraph 1.8(e) of Schedule 2 of the Original Agreement shall be deleted and replaced with the following:

"(e) any RP Mortgagee having exercised its power of sale shall not be bound by this deed provided that the RP Mortgagee has first fully complied with paragraph 1.11 of this schedule and the relevant Affordable Housing Units have not been transferred to the Council or another registered provider"

9. Paragraph 1.11 of Schedule 2 of the Original Agreement shall be deleted and replaced with the following:

"1.11 An RP Mortgagee intending to exercise its power of sale cannot dispose of the Affordable Housing Units and shall not commence proceedings for possession of the Affordable Housing Units unless it shall:

- a) have first given to the Council no less than seven days prior notice of the commencement of such proceedings and at the time it commences such proceedings shall send copies of any notices or documents served in relation to such proceedings to the Council;
- b) in the event that the RP Mortgagee chooses to exercise its power of sale it shall use its reasonable endeavours over a period of three months from the date on which it serves notice on the Council in accordance with paragraph a) to dispose of the relevant Affordable Housing Units to another registered provider or to the Council on terms which will retain the relevant Affordable Housing Units as Affordable Housing provided that the RP Mortgagee shall not be required to dispose of the relevant Affordable Housing Units for a consideration less than the monies owed to the RP Mortgagee including all accrued principal monies, interest, costs and expenses;
- c) during the three month period specified in b) above the Council may nominate a Registered Provider by serving notice in writing to that effect on the RP Mortgagee. Any Registered Provider nominated by the Council shall be required to complete the purchase of the relevant Affordable Housing Units in accordance with b) above and within the three month period specified in b) above;
- d) In the event that the RP Mortgagee or the Council is unable to complete on the disposal of the relevant Affordable Housing Units within the said period of three months the RP Mortgagee shall be entitled to dispose of the relevant Affordable Housing Units at its discretion free from all obligations and restrictions in this Deed which provisions shall determine absolutely in respect of the relevant Affordable Housing Units."

10. Paragraph 2.3 of Schedule 2 of the Original Agreement shall be deleted and

the following paragraph shall be inserted as a new paragraph 2.3 at Schedule 2:

“2.3 Not to Occupy or cause or permit the Occupation of:

2.3.1 more than 60% of the Market Housing Units until the Public Open Space (comprising both the Public Open Space (Northern) and the Public Open Space (Southern)) has been completed and the Council has issued the Provisional Certificate;

2.3.2 the Affordable Housing Units until the Public Open Space (Northern) has been completed and the Council has issued the Provisional Certificate in respect of the Public Open Space (Northern)

11. Paragraphs 3.3 -3.5 inclusive of Schedule 2 of the Original Agreement shall be deleted and the following paragraph shall be inserted as the new paragraphs 3.3 -3.5 at Schedule 2:

“3.3 Not to Occupy or cause or permit the Occupation of more than 60% of the Market Housing Units until the Owner shall, having first obtained any necessary permission or licence from the relevant landowner to implement the Footpath Works Scheme, complete the Footpath Works in accordance with the approved Footpath Works Scheme;

3.4 Not to Occupy or cause or permit the Occupation of more than 60% of the Market Housing Units until the Footpath Works have been completed in accordance with the approved Footpath Works Scheme;

3.5 To pay the Footpath Works Maintenance Sum to the Council prior to the Occupation of the 35th Dwelling within the Development”

12. The following new paragraph 6 shall be inserted at Schedule 2 of the Original Agreement:

“6 IMPLEMENTATION OF THE DEVELOPMENT

The Owner acknowledges that it has implemented the Section 73 Planning Permission pursuant to section 56 of the Act”

13. The “Drg No: LP-01 dated 28.09.22” at Appendix 1 of the Original Agreement shall be deleted and replaced with the plan numbered LP-01 rev A, dated 15 December 2022 at Annex 3 of this Deed

14. The form of 'Nomination Agreement' at Appendix 7 of the Original Agreement shall be deleted and the form of Nomination Agreement at Annex 5 of this Deed inserted in its place.

15. The 'Drawing No 1000 Revision 27.09.22' at Appendix 8 of the Original Agreement shall be deleted and replaced with the Drawing Number PL.02-S38 Revision A at Annex 1 of this Deed

16. The 'Drawing No 650.020.007 Revision D' at Annex 2 of this Deed shall be inserted as Appendix 9 of the Original Agreement

17. The 'Drawing No OSTP - 01 at Annex 4 of this Deed shall be inserted as Appendix 10 of the Original Agreement

Annex 1

“Appendix 8

Plan Showing Estate Roads”



- LEGEND :**
- SITE BOUNDARY
 - S38 CARRIAGEWAY
 - S38 FOOTWAY
 - S38 SERVICE MARGIN
 - S38 RIGHT OF ACCESS
 - S38 LIGHTING COLUMN
 - S38 LIGHTING BOLLARD

key plan (if applicable)

notes

A 30.08.24 MJ UPDATED FOLLOWING COMMENTS FROM LOCAL AUTHORITY

revision
date
description
approved by

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project
ST. ANNE'S CLOSE, WOKINGHAM

drawing
SECTION 38 - SITE LAYOUT PLAN

date
27.08.24

scale
1:500 @ A0

drawn
MJ

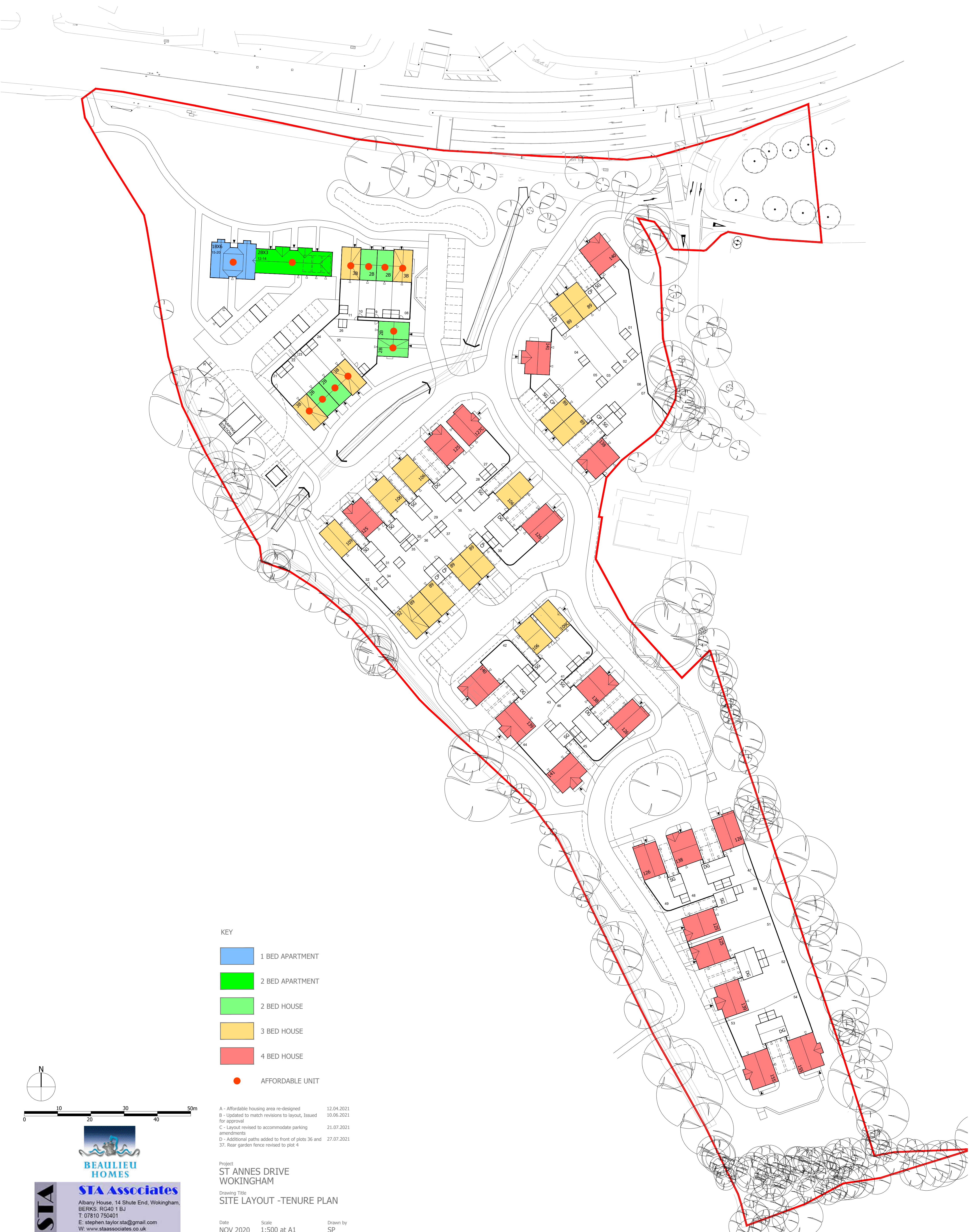
drawing number
PL.02 - S38

revision
A



Annex 2

“Appendix 9
Site Layout – Tenure Plan
Drawing No 650.020.007 Revision D

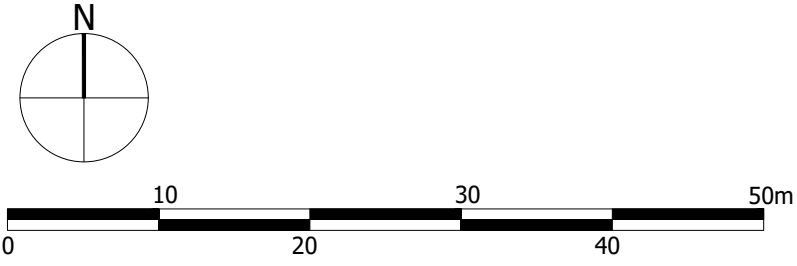


- KEY
- 1 BED APARTMENT
 - 2 BED APARTMENT
 - 2 BED HOUSE
 - 3 BED HOUSE
 - 4 BED HOUSE
 - AFFORDABLE UNIT

A - Affordable housing area re-designed 12.04.2021
B - Updated to match revisions to layout, Issued for approval 10.06.2021
C - Layout revised to accommodate parking amendments 21.07.2021
D - Additional paths added to front of plots 36 and 37. Rear garden fence revised to plot 4 27.07.2021

Project
ST ANNES DRIVE
WOKINGHAM
Drawing Title
SITE LAYOUT -TENURE PLAN

Date
NOV 2020
Project No
650
Scale
1:500 at A1
Drawing No
650.020.007
Drawn by
SP
Revision
D



STA Associates
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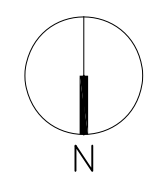
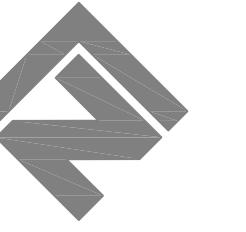
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Annex 3

Appendix 1

Plan

(plan numbered LP-01 rev A, dated 15 December 2022)



Annex 4

APPENDIX 10
Drawing No OSTP - 01
Public Open Space (Northern) Plan and Public Open Space
(Southern) Plan

notes

OPEN SPACE TYPOLOGY

- PUBLIC OPEN SPACE (NORTHERN)
- PUBLIC OPEN SPACE (SOUTHERN)
- SITE BOUNDARY

A 10.03.26 MJ OPEN SPACE AREAS RATIONALISED

revision
date
prepared
checked



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drawing
OPEN SPACE TYPOLOGY PLAN

date
05.11.24

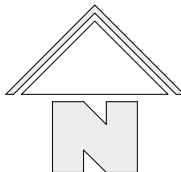
scale
1:500@A1

drawn
MJ

drawing number
OSTP - 01

revision
-

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Annex 5

APPENDIX 7
Nomination Agreement

ANNEX

FORM OF NOMINATION AGREEMENT

THIS AGREEMENT is made the _____ day of _____ *

BETWEEN

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

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

1. DEFINITIONS AND INTERPRETATION

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

“Approved Tenancy”	a weekly or monthly periodic assured tenancy, or an assured shorthold tenancy used solely to serve the purpose of a probationary or introductory tenancy in accordance with clause 2.1.1 below;
--------------------	---

“Association”	a body registered with The Housing Corporation pursuant to Section 3 of the Housing Act 1996;
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“Initial Nomination Notice”	means a written notice given by the Council to the Association giving the name and address and if available the telephone number of a Nominee during the Initial Nomination Period;
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“Initial Nomination Period”	means the period commencing on the date on which any unit shall first become available for letting or sale under Shared Ownership Leases and expiring on the date on which all of the units shall have been let for the
-----------------------------	---

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

	address of the relevant Unit and date it will be available for sale;
“Section 106 Agreement”	an agreement dated *[date] and made pursuant to Section 106 of the Town and Country Planning Act 1990 between the Council *[other parties to section 106 followed by provider] for the provision of (inter alia) affordable housing on land at *[address of site];
“Shared Ownership Lease”	means a lease in the form or substantially in the form of the Homes England model form from time to time
“Site”	means land at *[address of Site] show edged red on the attached plan;
“Subsequent Nomination Notice”	means a written notice served by the Council on the Association during the Subsequent Nomination Period containing name, address and if available the telephone number of a Nominee;
“Subsequent Nomination Period”	means the remainder of the Nomination Period after expiry of the Initial Nomination Period;
“Subsequent Vacancy Notice”	means a written notice given by the Association to the Council giving the address of the relevant Unit and date it will be available for letting;
“Units”	Units comprising *[quantity] houses and *[flats] to be built on the Site being units numbered *[unit numbers] on the attached plan *[drawing number] approved as part of the Planning Permission; and (a) the “Rented Units” shall mean the units

numbered *[number];
and

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

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

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

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

2. PROVISION OF AFFORDABLE HOUSING

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

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

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

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

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

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

3. RECITALS

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

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

4. COVENANT

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

5. THE ASSOCIATION'S UNDERTAKING

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

6. NOMINATION RIGHTS – RENTED UNITS

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

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

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

6.3 During the Initial Nomination Period:

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

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

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

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

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

6.4 During the Subsequent Nomination Period:

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

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

6.5 Continuation of the Council's Nomination Rights

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

6.6 Information the Association shall supply to the Council in writing

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

6.7 Assessment of prospective tenants

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

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

7. NOMINATION RIGHTS – SHARED OWNERSHIP UNITS

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

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

8. Disposal

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

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

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

ANNEX A

WBC Prioritising for S/O scheme

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

IN WITNESS Whereof the Council has caused its common seal to be hereunto
affixed to this deed and together with the Owner and the Mortgagees have executed
and delivered this Deed as a Deed the day and year first before written

**THE COMMON SEAL of
WOKINGHAM BOROUGH COUNCIL**

was affixed to this document in the presence of:

Authorised signatory

Executed as a deed by **ANTLER WOKINGHAM LLP**
acting by

ANDREW RINALDI.....

duly authorised by **ANTLER HOMES PLC**

to sign on its behalf as member of

ANTLER WOKINGHAM LLP

In the presence of:

Witness Signature:

Print Name: JOE HALSTEAD

Address: Knightway House, Park Street, Bagshot, GU19 5AQ

Occupation: Senior Land Manager

Signed as a deed by)
).....
as attorney for **CLOSE**) Signature of Liza Leena-Lam Kee
BROTHERS LIMITED under a)
power of attorney dated **19**)
February 2025 in the presence of:) as attorney for **CLOSE BROTHERS)**
LIMITED

Witness Signature:

Witness Name:

Address:

Occupation:.....

EXECUTED AS A DEED by)

SEVERN BRIDGING LTD)

Director Name: Daryl Thorpe.

(TRADING AS SBL CAPITAL)

acting by a director)

Director Signature:.....

in the presence of:-

Witness signature:.....(Debbie Cain)

Witness name and address:

.....

.....

Witness Occupation: