



dated

2025

Bucentaure Anstalt

and

Wokingham Borough Council

**Planning Obligation by Deed of Agreement pursuant to
section 106 of the Town and Country Planning Act 1990**

in relation to land at Wargrave Manor, Upper Wargrave, Berkshire,
RG10 8JL

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Agreement

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Parties

- (1) **Bucentaure Anstalt** care of Messrs Coward Chance, Royex House, Aldermanbury Square, London, EC2V 7LD (the **Owner**); and
- (2) **Wokingham Borough Council** of Council Offices, Shute End, Wokingham, Berkshire RG40 1WH (the **Council**).

Introduction

- (A) This Supplemental Agreement varies and is supplemental to the Principal Agreement and is entered into pursuant to section 106 and 106A of the Town and Country Planning Act 1990 (the **Act**).
- (B) The Council is the local planning authority for the purposes of the Act for the area within which the Application Site is situated.
- (C) The Owner is the freehold owner of the whole of the Application Site.
- (D) The Parties have entered into this Agreement with the intention that the obligations contained in the Principal Agreement shall be enforceable by the Council against the Owner and their successors in title.
- (E) Pursuant to section 106A of the Act the Owners and the Council have agreed to enter into this Agreement to amend certain provisions within Principal Agreement.

Agreed terms

1 Definitions and interpretation

1.1 Definitions

For the purposes of this Agreement (including the Recitals) the following expressions shall have the following meanings in addition to the definitions set out in the Schedule hereto:

Act means the Town and Country Planning Act 1990 (as amended);

Agreement means this deed;

Application Site means part of the land known as Wargrave Manor, Upper Wargrave, Berkshire RG10 8JL shown for identification purposes on the Plan comprising land registered at the Land Registry under title number BK59278;

Development has the same meaning as set out in the Principal Agreement;

Parties means the parties to this Agreement;

Principal Agreement means the agreement pursuant to section 106 of the Town and Country Planning Act 1990 dated 8 August 2023 and made between (1) Wokingham Borough Council and (2) Bucentaure Anstalt;

Schedule means Schedule 1 contained in this Agreement; and

Working Days means any day from Monday to Friday (inclusive) which is not Christmas Day Good Friday or a statutory Bank Holiday and **Working Day** shall be construed accordingly.

1.2 **Interpretation**

1.2.1 The interpretation provisions set out in the Principal Agreement at clause 2 of the same shall apply to this Agreement.

1.2.2 Unless otherwise defined pursuant to this Agreement, any terms used shall have the same meaning as those set out in the Principal Agreement.

2 **Legal basis**

2.1 This Agreement is made pursuant to section 106 and 106A of the Act and to the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Agreement are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council against the Owner in respect of the Application Site.

2.2 To the extent that any of the obligations contained in this Agreement 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 section 1 of the Localism Act 2011 and all other enabling powers.

2.3 The Owner enters into the obligations (for itself and its successors in title and persons deriving title from the Owner) with the Council with the intent that the obligations contained in this Agreement shall be enforceable not only against the Owner but also against the successors in title of the Owner and any person claiming through or under the Owner an interest or estate in the Application Site or any part thereof.

3 **Variation to the Principal Agreement**

3.1 It is hereby agreed between the Parties that the Principal Agreement is varied in the manner set out in the Schedule with effect from the date of this Agreement.

3.2 Save as expressly varied by this Agreement, the Principal Agreement shall remain in full force and effect.

4 **Miscellaneous**

4.1 The Owner hereby warrants that it is the owner of the freehold of the Application Site and that no other party has a material interest in the Application Site.

4.2 No provisions of this Agreement shall be enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 nor does it confer or purport to confer any right to enforce any of the terms and provisions of this Agreement to any person who is not a party or successor in title or statutory successor to a party hereto.

4.3 This Agreement shall be registrable as a Local Land Charge by the Council.

5 Obligations of the Owner

5.1 The Owner so as to bind the Application Site covenants with the Council to pay to the Council on completion of this Agreement their respective reasonable legal costs and disbursements of and incidental to the negotiation preparation and execution of this Agreement

5.2 Following completion of this Agreement the Owner shall as soon as reasonably practicable submit an application to the Land Registry to include an entry in title number BK59278 on the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by or for Wokingham Borough Council of Council Offices, Shute End, Wokingham, Berkshire RG40 1WH or their conveyancer that the provisions of a Schedule 1 paragraph 5 of a Section 106 Agreement dated 8 August 2023 (as varied by a Deed of Variation dated both made between (1) Wokingham Borough Council and (2) Bucentaure Anstalt have been complied with or do not apply to the disposition ."

5.3 The Owner covenants to supply the Council with up to date office copies of the register of title number BK59278 as soon as the entry referred to in clause 5.2 above has been completed by the Land Registry.

5.4 The Council covenant with the Owner that they will respond to any request for a certificate pursuant to the title restriction noted at clause 5.2 of this Deed within ten (10) Working Days of such a request.

6 Jurisdiction

This Agreement is governed by and interpreted in accordance with the law of England and Wales and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.

7 Delivery

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

In witness whereof the parties hereto have executed this Agreement on the day and year first before written.

Schedule 1

Variations to the Principal Agreement

1 The Principal Agreement shall be varied as follows:

1.1 The following definitions shall be inserted at clause 1 of the Principal Agreement:

Beneficial Owner means the Government of the Sultanate of Oman;

Notice of Disposal means the notice to be served on the Council confirming a sale disposal, rent or lease the Main Dwelling (such notice to be in the form set out at Appendix 2;

Related Party means any company organisation or body that is legally or beneficially owned or controlled by the Beneficial Owner;

1.2 A new **Appendix 2** shall be inserted into the Principal Agreement in the form of Appendix 1 attached to this Agreement.

1.3 Paragraph 5 of Schedule 1 is to be deleted in its entirety and replaced with the following:

*Not to sell, dispose, rent or lease the Main Dwelling unless the New Buildings have first been demolished and the land on which the New Buildings were sited have first been restored to the condition it was in prior to the New Buildings being erected on the Site with all demolished building materials and waste material being removed from the Site **PROVIDED FURTHER THAT** the provisions within this paragraph 5 shall not apply to any sale, disposal, rental or lease of the Main Dwelling:*

to a Related Party provided that a Notice of Disposal is served by the Owner's conveyancer on the Council no less than 10 Working Days prior to any sale disposal rental or lease of the Main Dwelling certifying that the sale disposal rental or lease of the Main Dwelling is to a Related Party.

EXECUTED (but not delivered until the date hereof) AS A DEED by affixing THE COMMON SEAL of
WOKINGHAM BOROUGH COUNCIL

in the presence of

Authorised Officer

Signed as a deed by)
BUCENTAURE ANSTALT)
acting by Authorised signatory

in the presence of:

witness signature:

name:

address:

occupation:

Appendix 1

Notice of Disposal

Pursuant to Section 106 Agreement

S106: DATED 8 August 2023 AND MADE BETWEEN (1) Wokingham Borough Council and (2) Bucentaure Anstalt (as varied)

NEW BUILDINGS: As defined in the S106

MAIN DWELLING: as defined in the S106

PLANNING PERMISSION REFERENCES: 230284 and 250848

PROPERTY: Wargrave Manor, Upper Wargrave, Berkshire, RG10 8JL

RELATED PARTY: as defined in the S106

TRANSACTION: *[Insert details as appropriate e.g the Sale of the Property]*

PROPERTY OWNER:

Name:

Contact Name:

Address:

Telephone No: Mobile:

Email:

[Insert details of the party acquiring an interest e.g. TRANSFEREE] DETAILS:

Name:

Contact Name:

Address:

Telephone No: Mobile:

Email:

- 1 This notice is given by the Property Owner.
- 2 The Property is to be *[insert details of the transaction as appropriate]* to the *[insert details of the party acquiring an interest in the Property]*.
- 3 The S106 requires the demolition of the New Buildings upon such Transaction unless the sale disposal rental or lease of the Main Dwelling is to a Related Party

This notice is to confirm that the *[insert details of the party acquiring an interest in the Property]* is utilising paragraph 5 of Schedule 1 of the S106. This allows the New Buildings to remain in situ provided that the unless the sale disposal rental or lease of the Main Dwelling is to a Related Party

Signed:

For and on behalf of the Property Owner

Date: