

DATED 2nd October **2024**

BABAR BUTT & RAZVANA BUTT
(the Owners) (1)

and

HANDELSBANKEN PLC
(the Mortgagee) (2)

READING BOROUGH COUNCIL
(the Council) (3)

AGREEMENT

**constituting Planning Obligations relating to
land at 101 Oxford Road, Reading, RG1 7UD**

(Appl. No. 230319)

Michael Graham LLB (Hons);
MBA
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 024528

THIS AGREEMENT is made the 2 day of October 2024

BETWEEN:

- (1) **BABAR BUTT & RAZVANA BUTT** of 327 The Meadway, Tilehurst, Reading RG30 4NT (hereinafter referred to as **"the Owners"**); and
- (2) **HANDELSBANKEN PLC** a company incorporated in England and Wales with company registration number 11305395 whose registered address is at 3 Thomas More Square, London, E1W 1WY and whose address for service is situate at Apex Plaza, Forbury Road, Reading, RG1 1AX (**"the Mortgagee"**); and
- (3) **READING BOROUGH COUNCIL** of Civic Offices Bridge Street Reading RG1 2LU (**"the Council"**)

RECITALS

A. Planning Obligation

This Agreement constitutes a planning obligation within the meaning of Section 106 of the 1990 Act.

B. The Land

The Council is the local planning authority for the purposes of the 1990 Act for the borough of Reading in which the Application Land is situated.

C. Land Ownership

The Owners are the registered proprietors of the freehold interest in the Application Land under HM Land Registry title number BK440731 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

The Mortgagee has the benefit of a legal charge dated 21 October 2020 which is registered at HM Land Registry under title number BK440731 and has an interest in the Application Land within the meaning of section 106(9)(b) of the 1990 Act.

D. Planning Application

An application (given reference 230319 by the Council) has been submitted to the Council for the development of the Application Land.

E. Planning Permission

The Council and the Owners having regard to the Council's statutory development plan and to all other material considerations consider that Planning Permission should be granted for the Development pursuant to the Application subject to the prior completion of this Agreement

F. Community Infrastructure Regulations 2010 (as amended)

The Parties are satisfied that the planning obligations contained in this Agreement are:

- (i) necessary to make the Development acceptable in planning terms;
- (ii) directly related to the Development; and
- (iii) fairly and reasonably related in scale and kind to the Development.

It is agreed as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 The following expressions shall have the following meanings which for the avoidance of doubt shall apply to all parts of this Agreement:

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

Affordable Housing means housing accommodation to be provided with some degree of financial subsidy enabling it to be delivered for sale or rent at a price or on rent terms which are lower than the prevailing open market for similar housing within Reading and to be managed and or owned by a registered provider or housing association for the benefit of eligible persons (being such persons nominated by the Council from its housing needs register in accordance with its allocation policy);

Affordable Housing Contribution means the sum of twenty three thousand seven hundred and fifty pounds (£23,750.00) (Index Linked) to be used by the Council towards the provision of Affordable Housing in the Borough;

Agreement means this planning obligation by agreement pursuant to Section 106 of the 1990 Act;

Application means the application for planning permission submitted to the Council and given reference number 230319;

Application Land means the land described in the First Schedule;

Development means the removal of office carparking from site to allow the construction of one new dwelling in grounds of listed building and alterations to boundary wall, to be permitted by the Planning Permission;

Effective Date means the date of this Agreement;

Implementation means the carrying out of a material operation as defined in Section 56(4) of the 1990 Act;

Index means the All Items Index of Retail Prices issued by the Office for National Statistics;

Index Linked means that the amount of each contribution or sum payable under this Agreement and any other sum referred to in this Agreement shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the date such sum falls due under this Agreement;

Monitoring Officer means the Council's Infrastructure and Monitoring Officer (within the Council's Directorate of Economic Growth and Neighbourhood Services) as designated by the Council to monitor the obligations set out in this Agreement;

Occupation means (as the context permits) beneficial occupation for the purposes permitted by the Planning Permission of any Residential Unit constructed on the Application Land within the Development PROVIDED THAT, for the avoidance of any doubt, occupation for the purposes of construction, fitting out and marketing shall not constitute Occupation (and **Occupy** and **Occupied** shall be construed accordingly);

Occupation Notice means the notice to be served by the Owners upon the Council's Monitoring Officer confirming the date upon which the Development will be brought into use and Occupied of the Residential Unit will be brought into use and Occupied;

Party means each party to this Agreement and its respective successors and those deriving title under it (and **Parties** shall be construed accordingly);

Planning Permission means planning permission granted by the Council pursuant to the Application substantially in the form of the draft set out in Appendix 2 to this Agreement;

Residential Unit means any residential dwelling in the Development (and **Residential Units** shall be construed accordingly).

Interpretation

- 1.2 Clause headings shall not affect the interpretation of this Agreement.
- 1.3 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 A reference to a company shall include any company, corporation or other body corporate wherever and however incorporated or established.
- 1.5 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders.
- 1.7 A reference to any Party shall include that Party's successors in title and assigns and personal representatives.
- 1.8 References in this Agreement to the Council shall include any successor to its functions as the local planning authority in relation to the Application Land and any body to which all or part of its functions may lawfully have been transferred.
- 1.9 An obligation in this Agreement on a person not to do something includes an obligation not to agree or allow that thing to be done and an obligation on a person to do something includes an obligation to procure that thing to be done.
- 1.10 Where an obligation falls to be performed by more than one person the obligation can be enforced against every person so bound jointly and against each of them individually.
- 1.11 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.12 Save as specified to the contrary any reference to Act of Parliament whether general or specific shall include any modification or re-enactment thereof for the time being in force and shall also include all instruments, orders, plans, regulations, by-laws and directions for the time being made issued or given thereunder or deriving validity therefrom.
- 1.13 A reference to writing or written does not include faxes or e-mail.
- 1.14 References to Clauses, Plans, Schedules, Paragraphs and Appendices are to the Clauses, Plans, Schedules, Paragraphs and Appendices of this Agreement.

2. CONDITIONALITY

- 2.1 Subject to Clause 2.2 below this Agreement shall have immediate effect.
- 2.2 The covenants by the Owners in the Second Schedule are conditional upon the granting of the Planning Permission and Implementation of the Development.

3. LEGAL EFFECT

- 3.1 This Agreement is made pursuant to:

- (a) section 106 of the 1990 Act;
- (b) section 1 of the Localism Act 2011;
- (c) section 111 of the Local Government Act 1972; and
- (d) all other enabling powers,

with an intent to bind (jointly and severally) the Owners' interest in the Application Land (and each and every part of it) subject to the provisions of Clause 2 (conditionality), 4 (the Owner's obligations), 9 (lapse) and 5 (release).

- 3.2 This Agreement is a planning obligation within the meaning of section 106 of the 1990 Act and the obligations contained within it shall, subject to the provisions of the Agreement, be enforceable by the Council against the Owners (including its successors in title and those deriving title from the Owners).
- 3.3 This Agreement is without prejudice to and shall not be construed as derogating from any of the rights, powers and duties of the Council pursuant to any of its statutory functions nor in any other capacity.

4. THE OWNER'S OBLIGATIONS

4.1 The Owners covenants with the Council:

- (a) so as to bind the entirety of its interest in the Application Land, to comply with the restrictions, covenants and requirements set out in Second Schedule of this Agreement;
- (b) not to encumber nor deal with the Application Land (or any part of it) in any manner pursuant to which the Owners may be prevented from carrying out its covenants and obligations contained in this Agreement;
- (c) not to Implement the Development until any leasehold interests in the Application Land registered at HM Land Registry under title number BK440731 have terminated and the Owner has obtained vacant possession of the part of the Application Land applicable to such title or until the Owner has otherwise bound such leasehold titles to the terms of this Agreement by the entering into of further agreements or undertakings under section 106 of the 1990 Act in such form as the Council shall have previously approved in writing; and
- (d) not to vary or to consent to any variations of the leasehold interest that would enable the Implementation of the Development granted by the Planning Permission and not to consent to any alteration of the premises under the leasehold interest that would constitute Implementation and/or carrying out of the Development granted by the Planning Permission unless and until the Owner has otherwise bound such leasehold interest to the terms of this Agreement by the entering into of further agreements or undertakings under section 106 of the 1990 Act in such form as the Council shall have previously approved in writing.

5. RELEASE

5.1 The Owners shall upon parting:

- (a) with their interest in any part of the Application Land be released from all obligations and duties under the terms of this Agreement insofar as they relate to, or are binding on, that part of the Application Land; and
- (b) with their entirety of its interest in the Application Land be released from all liabilities whatsoever under the terms of this Agreement.

- 5.2 The releases provided for in this Clause 5 shall not apply to any prior or existing breach of this Agreement as at the date of disposal.

7. RIGHTS OF THIRD PARTIES

- 7.1 It is not intended that any of the provisions of this Agreement be enforceable under the Contracts (Rights of Third Parties) Act 1999 by anyone other than the Parties to this Agreement.

8. LOCAL LAND CHARGE

- 8.1 This Agreement is and shall be registered as a Local Land Charge by the Council.

9. LAPSE

- 9.1 The obligations in this Agreement shall cease to have effect (insofar only as they have not already been complied with) if the Planning Permission is quashed, revoked or modified (without the consent of the Owners) or is withdrawn or expires prior to Implementation of the Development.

10. INDEXATION

- 10.1 The Affordable Housing Contribution payable under this Agreement shall be increased by an amount equivalent to the increase in the Index from the Effective Date until the date on which the Affordable Housing Contribution is paid.

11. INTEREST ON UNPAID MONIES

- 11.1 If the Affordable Housing Contribution due under this Agreement is paid late then the Owners shall pay to the Council interest at the rate of four percent (4%) per annum above the base rate of the Bank of England for the time being in force on the Affordable Housing Contribution or sum due or (as the case may be) on any amount of that Contribution or sum which may be outstanding from the date on which the Affordable Housing Contribution or sum (or the relevant part of it, as the case may be) is due to be paid in accordance with the terms of this Agreement up to the date of actual payment of

the Affordable Housing Contribution or sum (or the relevant part of it, as the case may be).

- 11.2 Any interest paid or payable pursuant to Clause 11.1 above shall be deemed to be part of the Affordable Housing Contribution or sum due to which such interest relates.

12. LEGAL FEES

- 12.1 The Owners shall pay the Council's legal costs and expenses incurred in the preparation, negotiation and completion of this Agreement in the sum of **£2,500.00** such sum to be paid to the Council prior to the Effective Date.

13. MONITORING FEE

- 13.1 The Owners agrees to pay the Council's costs and expenses incurred or to be to be incurred by the Council in the administration and monitoring of the provisions of his Agreement in the sum of **£400.00** such sum to be paid to the Council prior to the Effective Date

14. PAYMENTS TO THE COUNCIL

- 14.1 Any payments due to the Council under the terms of this Agreement shall be paid to the Council by means of telegraphic transfer to the Council as follows:

Reading Borough Council
Sort Code: 30-91-31
Account Number: 00271502
Lloyds Bank plc 24 Broad Street Reading RG1 2BT

quoting reference: (S106/024528/230319) or such other reference quoted in relevant S106 Demand Notice issued in respect of the obligation.

- 14.2 No Affordable Housing Contribution or other sum required under this Agreement (or part of it) shall be paid to the Council earlier than eight (8) weeks before the date that contribution or sum falls due.

15. MORTGAGEE'S CONSENT

- 15.1 The Mortgagee acknowledges and declares that this Agreement has been entered into by the Owners with its consent and that the security of its charge over the Application Land shall take effect subject to this Agreement PROVIDED THAT the Mortgagee shall

have no liability under this Agreement unless it takes possession of the Application Land in which case it shall be deemed to be a successor in title to the Owners.

16. FUTURE SECTION 73 PERMISSION

16.1 In the event that any new planning permission(s) in respect of the Development is or are granted by the Council pursuant to section 73 of the 1990 Act (**Future S73 Permissions**) and unless otherwise agreed between the parties with effect from the date that the new planning permission is granted pursuant to section 73 of the 1990 Act:

- (e) the obligations in this Agreement shall (in addition to continuing to bind the Application Land in respect of the Planning Permission) relate to and bind the Application Land in respect of development pursuant to that Future S73 Permission(s); and
- (f) the definitions of Application, Development and Planning Permission shall be construed to include reference to any application for that Future S73 Permission(s), the Future S73 Permission(s) granted pursuant to that application and the development permitted by that Future S73 Permission(s); and
- (g) this Agreement shall be endorsed with the following words in respect of that Future S73 Permission(s) (with the blank spaces completed with the reference number and date of issue of the relevant Future S73 Permission(s)):

'The obligations in this Agreement relate to and bind the Application Land in respect of development pursuant to a new planning permission reference [] granted on [] 20[] pursuant to section 73 of the Town and Country Planning Act 1990 (as amended).'

PROVIDED THAT nothing in this Clause shall fetter the general discretion of the Council in determining any application(s) under section 73 of the 1990 Act including a requirement for a new deed or a supplemental deed to be entered into pursuant to section 106 and/or section 106A of the 1990 Act before that application is determined by the Council.

17. RIGHT OF ACCESS

17.1 Without prejudice to the Council's statutory rights of entry the Owners shall permit the Council and its authorised employees and agents upon reasonable prior written

notice to enter the Application Land at all reasonable times for the purpose of verifying whether or not any obligation or restriction arising under this Agreement has been performed or observed.

18. NO WAIVER

- 18.1 No waiver (whether express or implied) by the Council of any breach of or default by the Owners in performing or observing any of the terms of or covenants, obligations or restrictions in this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from enforcing any of the said terms, covenants, obligations or restrictions or from acting upon any subsequent breach or default in respect of any of them by the Owners.

19. NO FETTER ON DISCRETION

- 19.1 Nothing in this Agreement shall fetter or prejudice the Council's statutory rights, powers, discretions and responsibilities under all statutes by-laws statutory instruments orders and regulations in the exercise of their functions as a local authority.

20. SEVERANCE

- 20.1 Each clause, sub-clause, schedule or paragraph shall be separate, distinct and several from each other to the extent only that if any clause, sub-clause, schedule or paragraph becomes or is invalid because of a change of circumstances or any other unforeseen reasons or if any one or more of such clause, sub-clause, schedule or paragraph shall be held by the Courts to be void for any reason whatsoever but would be valid if severed or any wording was deleted or any time period reduced or scope of activities or area covered diminished then any modifications necessary to ensure such clause, sub-clause, schedule or paragraph be valid shall apply without prejudice to any other clause, sub-clause, schedule or paragraph contained in this Agreement.

21. JURISDICTION

- 21.1 This Agreement is governed by and interpreted in accordance with the law of England.

In witness whereof the Parties have executed this Agreement as a deed the day and year first above written.

THE FIRST SCHEDULE

(The Land)

All that land at 101 Oxford Road, Reading, RG1 7UD the subject of the Application and which comprises the land registered at the Land Registry under Title Number BK440731 shown edged red on the Plan at Appendix 1 to this Agreement.

THE SECOND SCHEDULE

1 Affordable Housing Contribution

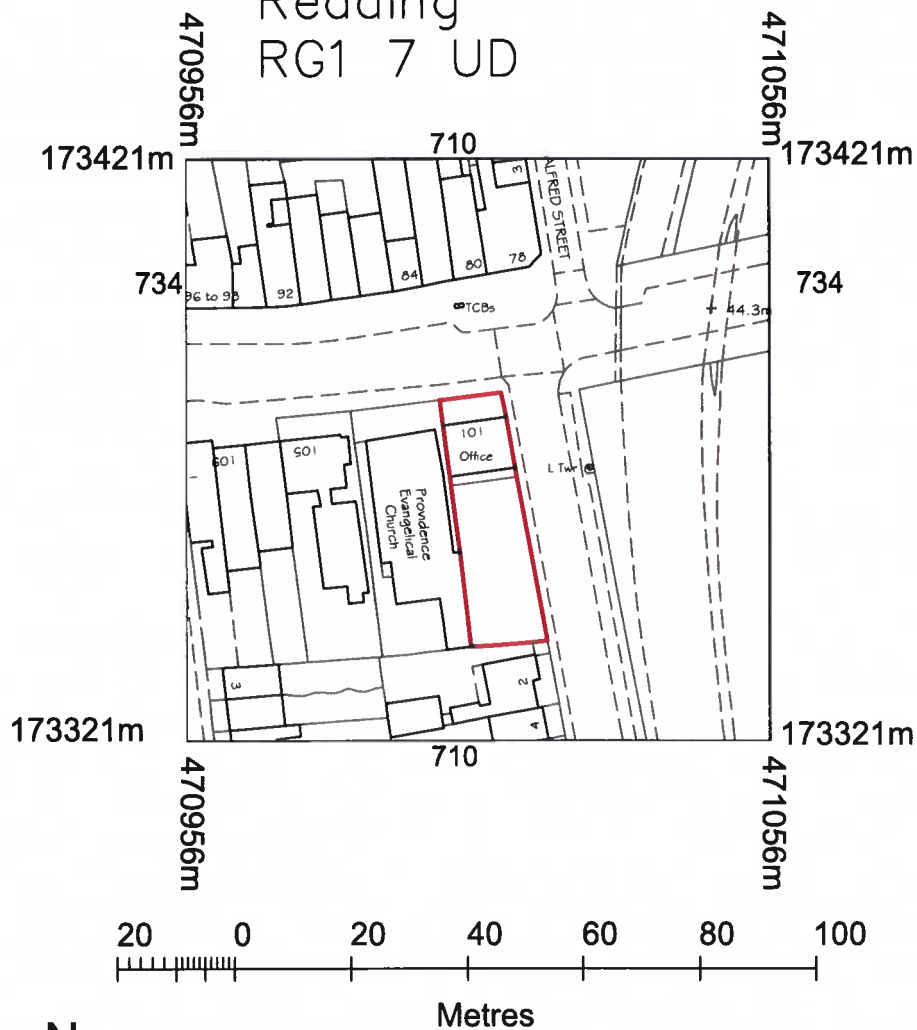
- 1.1 To serve an Occupation Notice no less than 5 Working Days prior to Occupation of the Residential Unit.
- 1.2 Not to Occupy or permit the Occupation any Residential Unit unless and until the Occupation Notice has been served upon the Council.
- 1.3 To pay to the Council the Affordable Housing Contribution prior to Occupation of any Residential Unit.
- 1.4 Not to Occupy or permit to be Occupied any Residential Unit unless and until the Affordable Housing Contribution has been paid to the Council in full.

Appendix 1

(the Plan)

Ordnance Survey

101 Oxford Road
Reading
RG1 7 UD



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Appendix 2
(The Draft Planning Permission)



Reading
Borough Council
Working better with you

**TOWN AND COUNTRY PLANNING ACT 1990
PLANNING AND COMPENSATION ACT 1991
THE TOWN & COUNTRY PLANNING
(DEVELOPMENT MANAGEMENT PROCEDURE) (ENGLAND) ORDER 2015**

APPLICATION FOR FULL PLANNING PERMISSION

To: Spencer Architecture Limited
Redbridge House
Water Lane
Upper Clatford
Andover
SP11 7PP

Application No: 230319
Application type: Full Planning Approval

Applicant: Mr Babar Butt

READING BOROUGH COUNCIL as Local Planning Authority **GRANT FULL** planning permission for the following development in accordance with the plans and supporting information submitted in connection with this application.

Proposal: Removal of office carparking from site to allow the construction of one new dwelling in grounds of listed building and alterations to boundary wall

At: 101 Oxford Road Reading RG1 7UD

Subject to such conditions and for such reasons as may be attached

**OTHER STATUTORY CONSENTS MAY BE REQUIRED
PLEASE READ THE NOTES ISSUED WITH THIS DECISION NOTICE**

Date: SUBJECT TO S106

SDV

Assistant Director of Planning, Transport and
Public Protection Services

Application At: 101 Oxford Road Reading RG1 7UD

Application No: 230319

Application type: Full Planning Approval

CONDITIONS & REASONS

1. The development hereby permitted shall begin no later than three years from the date of this planning permission.

REASON: In pursuance of Section 91 of the Town and Country Planning Act 1990 (as amended by Section 51 of the Planning and Compulsory Purchase Act 2004) in order to prevent an accumulation of unimplemented planning permissions.

2. The development hereby permitted shall ONLY be carried out in accordance with the following approved plans:

- Location Plan

Received on 13/03/2023

- Block plan & Streetscape As Existing - As Proposed - 962-001 Rev F

Received on 21/07/2023

- Floor plans, Elevations & Section - As Proposed - 962-101 Rev G

Received on 24/08/2023

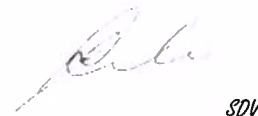
REASON: For the avoidance of doubt and to ensure that the development is carried out and adhered to in accordance with the application form and associated details hereby approved.

3. No development shall commence above foundation level until a schedule of the materials to be used in the construction of the external surfaces of the development hereby permitted have been submitted to and approved in writing by the Local Planning Authority. The development shall be carried out and thereafter maintained in accordance with the details approved unless otherwise agreed in writing by the Local Planning Authority.

REASON: These details are required due to insufficient information being contained within this submission and in the interests of visual amenity and ensuring the new development responds positively to the local context and character in accordance with Policy CC7 of the Reading Borough Local Plan 2019

4. No development shall commence on site, including any works of demolition, until a site specific Construction Method Statement has been submitted to and been approved in writing by the Local Planning Authority. The Statement shall provide for:

Date: SUBJECT TO S106



Assistant Director of Planning, Transport and
Public Protection Services



- a) Space on site where vehicles of site operatives and visitors can be parked with details of how site operatives and visitors will be required to make use of the parking area provided;
- b) Location on site for storage of plant and materials used in constructing the development;
- c) The erection and maintenance (including removal of any graffiti or fly posters) of security hoarding around the site;
- d) Identification of any footpath closures or road closures needed during construction;
- e) Required wheel washing facilities on site;
- f) A scheme for recycling waste resulting from the construction works.
- g) Measures for controlling the use of site lighting whether required for safe working or for security purposes;
- h) Required measures to control the emission of dust, dirt and other airborne pollutants during demolition and construction;
- i) Provisions to be made for the control of noise coming from the site during demolition and construction;
- j) Full details of pest control measures following any demolition required. Where necessary, capping of drains/sewers and baiting arrangements.

The measures within the approved Statement shall be adhered to throughout the demolition and construction period unless otherwise agreed in writing by the Local Planning Authority.

REASON: These details are required due to insufficient information being contained within this submission and in the interests of protecting the amenity of local land uses or neighbouring residents, the character of the area and highway safety in accordance with Policy CC8 and TR3 of the Reading Borough Local Plan 2019.

5. Prior to first occupation of the building hereby approved, a scheme of hard and soft landscaping shall be submitted to and approved in writing by the Local Planning Authority. This scheme shall specify means of treatment for hard surfaced areas, means of enclosure including mammal gaps where appropriate, specify species, planting sizes, spacing and numbers of trees/shrubs to be planted (including replacement trees and tree pit specifications where appropriate, and must include a maintenance programme detailing all operations to be carried out in order to allow successful establishment of planting. Planting shall be carried out in accordance with the approved details in the first planting and seeding seasons following the first occupation of the building or in accordance with a timetable agreed in writing with the Local Planning Authority prior to first occupation. Any trees or plants which, within a period of 5 years from the date of planting, die, are removed or become seriously damaged or diseased shall be replaced in the next planting season with others of similar size and species, to be agreed in writing by the Local Planning Authority.

REASON: In the interest of ensuring that the landscaping of the development enhances the visual local environment and in accordance with Policy CC7 of the Reading Borough Local Plan 2019.

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SDV

Assistant Director of Planning, Transport and
Public Protection Services

6. Notwithstanding the provisions of Part 1, Schedule 2, Article 3, of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking or re-enacting that Order with or without modification), no development within Class A (enlargement, improvement or other alteration), Class B (enlargement of a dwellinghouse consisting of an addition or alteration to its roof), Class D (erection or construction of a porch outside any external door) or Class E (building or enclosure, swimming or other pool required for a purpose incidental to the enjoyment of the dwellinghouse) shall be carried out within the curtilage of the dwelling without express planning permission from the Local Planning Authority.

REASON: Due to the constrained nature of the site and as unrestricted development could harm the amenities of neighbouring properties through overlooking or being overbearing and harm the appearance of the main house and the area in general and should therefore be controlled in accordance with Policy CC7 and CC8 of the Reading Borough Local Plan 2019.

7. No development shall commence beyond foundation level until a plan showing how 2 cycle parking spaces can satisfactorily be provided on site is submitted to and been approved in writing by the Local Planning Authority. The cycle parking spaces shall be provided in full accordance with the approved details prior to first occupation and thereafter kept free of obstruction and retained in accordance with the approved details and shall remain available for the parking of vehicles at all times.

REASON: These details are required due to insufficient information being contained within this submission and in order to encourage travel by sustainable alternatives to private vehicle in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

8. No development shall commence on site until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that the dwellings hereby permitted will achieve a minimum of a 19% improvement in the dwelling emission rate over the target emission rate as defined in The Building Regulations for England Approved Document L1a: Conservation of Fuel and Power in New Dwellings (2013 edition), and built to the higher water efficiency standard under Regulation 36(3). Such evidence shall be in the form of a 'design stage' Standard Assessment Procedure (SAP), produced by an accredited energy assessor.

REASON: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policy CC2 and H5 of the Reading Borough Local Plan 2019.

9. The development hereby permitted shall not be occupied until written verification has been submitted to and approved in writing by the Local Planning Authority demonstrating that the dwellings hereby permitted have achieved a minimum of a 19%

Date: SUBJECT TO S106



SDV

Assistant Director of Planning, Transport and
Public Protection Services

improvement in the dwelling emission rate over the target emission rate as defined in The Building Regulations for England Approved Document L1a: Conservation of Fuel and Power in New Dwellings (2013 edition), and built to the higher water efficiency standard under Regulation 36(3). Such evidence shall be in the form of an 'As Built' Standard Assessment Procedure (SAP), produced by an accredited energy assessor.

REASON: To ensure that the development is carried out in accordance with sustainable building standards in accordance with Policy CC2 and H5 of the Reading Borough Local Plan 2019.

10. Prior to the occupation of the development, details of biodiversity enhancements, to include integral swift and bat boxes, tiles or bricks and native and wildlife-friendly landscaping, shall be submitted to and approved in writing by the Local Planning Authority. The biodiversity enhancements shall be provided, as approved, prior to first occupation of the dwelling.

Reason: To incorporate biodiversity in and around developments in accordance with paragraph 180 of the NPPF, and Policy EN12 of the Reading Borough Local Plan (2019).

11. The dwelling hereby approved shall not be occupied until the Local Planning Authority has been notified in writing of the full postal address of the dwelling hereby approved. The notification shall be sent to the Local Planning Authority quoting the application reference specified on this Notice.

REASON: In order that the Council can update its records to ensure that parking permits are not automatically issued to the occupiers of the new residential units hereby approved, and thus ensure that the development does not harm the existing amenities of the occupiers of neighbouring residential properties by adding to the already high level of on street car parking in the area in accordance with Policy TR3 and TR5 of the Reading Local Plan 2019.

12. Prior to any agreement being entered into for a new occupation of, or transfer of any interest in, the dwelling hereby approved, the prospective occupier/transferee shall be informed that there is no automatic entitlement to a car parking permit for any existing residential parking permit schemes and future schemes on adjacent and surrounding streets. All material used for advertising or marketing the dwelling for letting or sale shall make it clear to prospective tenants and occupiers that they will not be automatically entitled to a parking permit, but any application for a parking permit will be considered on its merits.

REASON: In order that the prospective occupiers are made aware of the fact that while they can submit an application they will not be automatically entitled to an on-street car parking permit. In the interests of the proper management of parking, and to ensure that the development does not harm the existing amenities of the occupiers of

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SDV
Assistant Director of Planning, Transport and
Public Protection Services



neighbouring residential properties by adding to the already high level of on street car parking in the area Policy TR3 and TR5 of the Reading Local Plan 2019.

13. The existing access to the site shall be stopped up and abandoned immediately after the new access has been brought into use. The footway and verge shall be reinstated to the satisfaction of the Local Planning Authority.

REASON: In the interests of road safety and maintenance of the highway in accordance with Policy TR1 and TR3 of the Reading Local Plan 2019.

14. Notwithstanding the provisions of Part 3, Schedule 2, of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking or re-enacting that Order with or without modification), the dwelling to which this permission relates shall be used as a single dwellinghouse within Use Class C3 only and for no other use including any use permitted within Class L (small HMOs to dwellinghouses and vice versa), at any time.

REASON: In the interests of ensuring that the development responds positively to the local context and character, and provides a 3-bed dwelling in accordance with Policies CC7 and H2 of the Reading Borough Local Plan 2019.

15. No mechanical plant shall be installed until a noise assessment of the proposed mechanical plant has been submitted and approved by the Local Planning Authority. The assessment shall be carried out in accordance with BS4142:2014 methodology. The predicted specific sound level (LAeq,TR) (with reference to BS:4142) as measured at a point 1 metre external to the nearest noise-sensitive facade shall be at least 10dB below the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The predicted rating level, LAr,Tr (specific sound level plus any adjustment for the characteristic features of the sound) as measured at a point 1 metre external to the nearest noise-sensitive façade (habitable window of a dwelling) shall not exceed the pre-existing background sound level, LA90,T when all plant/equipment (or any part of it) is in operation. The plant shall thereafter only be installed in accordance with the assessment and shall thereafter be maintained so that it operates to the same standard.

REASON: To safeguard the amenities of the adjoining premises and the area generally, in accordance with Policy CC8 and EN17 of the Reading Borough Local Plan 2019.

16. No construction, demolition or associated deliveries shall take place outside the hours of 0800hrs to 1800hrs Mondays to Fridays, and 0800hrs to 1300hrs on Saturdays, and not at any time on Sundays and Bank or Statutory Holidays without prior written approval from the Local Planning Authority.

Date: SUBJECT TO S106

SDV

Assistant Director of Planning, Transport and
Public Protection Services

REASON: In order to protect occupiers of nearby properties from unreasonable disturbance from works connected with implementing this permission in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

17. No materials or green waste produced as a result of the clearance of the site, demolition works or construction works associated with the development hereby approved shall be burnt on site.

REASON: In the interests of air quality, the amenity of neighbours, and to promote more sustainable approaches to waste management in accordance with Policy CC8 of the Reading Borough Local Plan 2019.

INFORMATIVES

1. The Local Planning Authority has worked positively and proactively with the applicant to resolve relevant matters to allow permission to be granted within the agreed extended timescale for the decision to be issued.

2. In accordance with Article 35 (DMPO 2015) some conditions have been highlighted to make clear that they require approval from the Local Planning Authority before any development begins. This is because the details need to be designed or works implemented before any other works start on the site or are of a nature that it would be impractical to consider after work has started.

3. A section 106 Agreement has been completed for this development. A copy of the S106 Legal Agreement is available on the Council's Public Register of Planning.

4. Your attention is drawn to the terms and conditions of this permission. Any development which is carried out but which differs materially from the approved plans and details, or does not comply with any condition(s) or planning obligation(s) attached to the permission may result in the Council taking action to remedy the breach of planning control. If you are in any doubt please contact the Council.

5. Your attention is drawn to the requirement for submission of a Building Regulations application for the proposed development. Please contact RBC Building Control on Building.control@reading.gov.uk OR telephone 0118 9372449 9.00am to 1.00pm Monday to Friday

6. Complaints are commonly received about noise and dust caused by construction and demolition works, particularly working outside reasonable hours and smoke from bonfires associated with the burning of waste on site. The developer is reminded that

Date: SUBJECT TO S106



SDV

Assistant Director of Planning, Transport and
Public Protection Services



construction and demolition associated with the approved development will be subject to environmental health law.

7. During the course of construction, the developer should take care to ensure that no part of this development (foundations, eaves, guttering, etc.) would encroach on, under or across the boundary line with the adjoining property, as the requisite Notice has not been served on the owner of that property. This permission does not confer any right of access onto land that is not under the developer's control. The developer should also be mindful of the obligations and requirements of the Party Wall Act (1996) details of which can be found at:

<https://www.gov.uk/guidance/party-wall-etc-act-1996-guidance>

8. The Council introduced the Community Infrastructure Levy (CIL) on 1st April 2015. CIL is a way of securing financial contributions towards infrastructure from new development, and partially replaces the Section 106 planning obligation regime. It is a set charge per sq m of floorspace for different uses, and, unlike Section 106, it is non-negotiable. It applies to developments which result in at least one dwelling; where the space has not been in lawful use for 6 months within the last 3 years or 100 sq m of new floorspace. For this approved development the CIL status is CHARGEABLE. If chargeable you will be sent a

CIL Liability Notice with the calculated amount soon. CIL becomes payable on commencement of the development or by instalments.

For more information go to:

http://www.reading.gov.uk/media/2791/Community-Infrastructure-Levy-Advice-to-Applicants/pdf/CIL_Advice_to_Applicants.pdf

9. The occupiers of the residential unit(s) will not be automatically entitled to an on-street car parking permit. Current and new occupiers should be informed of this and be advised to find out more about parking permits on the Council's website. There is already a high level of on street car parking in the area and the site is located close to local facilities, with frequent public transport services on nearby roads.

10. The boundary wall fronting Howard Street is Grade II listed and works to the wall will require separate Listed Building Consent.

Date: SUBJECT TO S106

SDV

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NOTES

APPEALS TO THE SECRETARY OF STATE

If you are aggrieved by the decision of the Council to refuse permission for the proposed development or to grant it subject to conditions, then you can appeal to the Secretary of State under section 78 of the Town and Country Planning Act 1990.

If this is a decision on a planning application relating to the same or substantially the same land and development as is already the subject of an enforcement notice, if you want to appeal against the Council's decision on the application you must do so within 28 days of the date of this notice.

If an enforcement notice is served relating to the same or substantially the same land and development as in your application and you want to appeal against the Council's decision on your application, you must do so within 28 days of the date of service of the enforcement notice, or within 6 months (or 12 weeks in the case of a householder appeal) of the date of this notice, whichever period expires earlier.

If the above circumstances do not apply, any appeal must be made within the following time limits.

If this is a householder application and you want to appeal against the Council's decision then you must do so within 12 weeks of the date of this notice. If this is an advertisement application and you want to appeal against your local planning authority's decision then you must do so within 8 weeks of the date of this notice. If you want to appeal against your local planning authority's decision for any other type of application (which is not a householder or advertisement application, or an application for a Certificate of Lawfulness) then you must do so within 6 months of the date of this notice.

Appeals can be made online at: <https://www.gov.uk/appeal-planning-decision>

If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State can allow a longer period for giving notice of an appeal but will not normally be prepared to use this power unless there are special circumstances which excuse the delay in giving notice of appeal.

The Secretary of State need not consider an appeal if it seems to the Secretary of State that the local planning authority could not have granted planning permission for the proposed development or could not have granted it without the conditions they imposed, having regard to the statutory requirements, to the provisions of any development order and to any directions given under a development order.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the Local Planning Authority and Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

Purchase Notices

If either the Local Planning Authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that he can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted. In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990.

Street Naming & Numbering

You must contact Reading Borough Council to:

- Name or number a new development
- Name a new street
- Get addresses for flat conversions
- Name or rename an existing building

Otherwise the following may occur:

- You will not have an official address or postcode. When your property goes through the official process it may be given a different address and Postcode than you are currently using.
- You may have difficulty receiving mail
- You may have problems when buying goods or services such as utilities and telecommunications
- The emergency services may have difficulty locating you.
- You may have problems accessing Council services such as Education, Parking Services and Electoral Registration.

The Council is responsible for assigning house names and numbers and street names. It is also responsible for updating the National Land and Property Gazetteer (NLPG) which is a list of addresses which meet a common standard (BS7666) used throughout the country.

When a new address or change of address is requested, the Council contacts Royal Mail who check the address on behalf of the Emergency Services, assign a postcode and add it to their Postal Address File (PAF). The PAF list is used by many companies and services to check addresses, authenticate transactions and order goods, as well as deliver mail, so it is in your interest for your address to be on that list. Royal Mail will not create an address until requested to do so by the Council.

How to apply:

Email us using streetnamingnumbering@reading.gov.uk

Or telephone us on 0118 9373737

What we need to complete your request:

For new addresses or flat conversions:

- Site layout plan containing plot numbers
- Location plan - No bigger than A3 size (hard copy, PDF, JPEG or AutoCAD) showing the site boundary, including the new development, together with surrounding buildings for reference
- Anticipated completion and occupation dates

For change of address:

- You must be, or have authorisation from, the owner to request a change of address.
- Floor plan of the existing property
- Reason for change

Once created, the Council informs various bodies of your new address including the Emergency Services, Council Tax, Land Registry and utility companies as well as adding it to the National Land and Property Gazetteer.

Please be advised that companies and services using the PAF file only update the addresses monthly, quarterly or even less frequently, therefore it may take a while for your address to be listed in some places. It will, however, appear on the Royal Mail website within a few days once it has been added to the live address file.

Reading Borough Council has no control over the frequency by which other organisations update their address files.

**Executed as a Deed by
BABAR BUTT**

)
)
)

sign here:

Babar Butt

print name:

BABAR BUTT

In the presence of:

Witness signature:

Witness sign here:

ASomerville

Witness name:

print name:

Alison Somerville

Witness address:

92 London Street
Reading
RG1 4SS

Witness occupation:

Legal Assistant

**Executed as a Deed by
RAZVANA BUTT**

)
)
)

sign here:

R. Butt

print name:

Razvana Butt

In the presence of:

Witness signature:

Witness sign here:

ASomerville

Witness name:

print name:

Alison Somerville

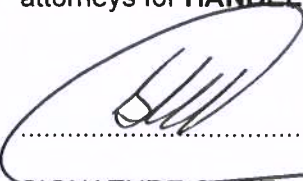
Witness address:

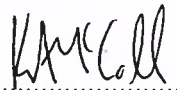
92 London Street
Reading RG1 4SS

Witness occupation:

Legal Assistant

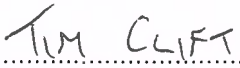
Executed as a deed by BEN HEATH
Corporate Banking Manager and KENNETH
MCCOLL Deputy Branch Manager as
attorneys for **HANDELSBANKEN PLC**


.....
SIGNATURE OF BEN HEATH as attorney
for **HANDELSBANKEN PLC**

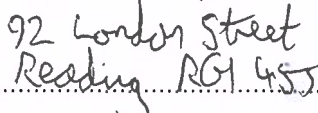

.....
SIGNATURE OF KENNETH MCCOLL as
attorney for **HANDELSBANKEN PLC**

in the presence of:

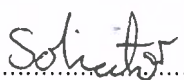

.....
Signature of witness


.....

Name of witness (IN BLOCK CAPITALS)


.....

Address of witness


.....

Occupation of witness

in the presence of:


.....
Signature of witness


.....

Name of witness (IN BLOCK CAPITALS)


.....

Address of witness


.....

Occupation of witness

EXECUTED (BUT NOT DELIVERED)

UNTIL THE DATE HEREOF by)

the affixing of THE COMMON)

SEAL of **READING BOROUGH**)

COUNCIL in the presence of:-)

Authorised Signatory



MRS JENNIFER WEBB

Minute	See ODN
--------	---------

Originator	JS
Seal No.	347 / 24
Checked	JW

DATED 2nd October 2024

BABAR BUTT & RAZVANA BUTT
(the Owners) (1)

and

HANDELSBANKEN PLC
(the Mortgagee) (2)

READING BOROUGH COUNCIL
(the Council) (3)

AGREEMENT

constituting Planning Obligations relating to
land at 101 Oxford Road, Reading, RG1 7UD

(Appl. No. 230319)

Michael Graham LLB (Hons);
MBA
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 024528

