

DATED 28th May 2025

BELLWAY HOMES LIMITED
and
READING BOROUGH COUNCIL

S106A DEED OF VARIATION

relating to 103 Dee Road Reading RG30 4FS

Planning Application No. 221130/FUL

THIS AGREEMENT is made the 28th day of May 2025

BETWEEN

- (1) **BELLWAY HOMES LIMITED** incorporated and registered in England and Wales (Company Registration Number 00670176) whose registered office is Woolsington House, Woolsington, Newcastle Upon Tyne, England, NE13 8BF ("**the Owner**"); and
 - (2) **READING BOROUGH COUNCIL** whose address is at Civic Offices, Bridge Street, Reading RG1 2LU ("**the Council**").
- (together "**the Parties**")

RECITALS:

- (A) This Deed constitutes a planning obligation within the meaning of the term in Section 106 of the 1990 Act.
- (B) The Council is the local planning authority for the purposes of the 1990 Act and highway authority for the purposes of the 1990 Act for the borough of Reading in which the Application Land is situated and enters into this Agreement in both capacities.
- (C) The Owner is the registered proprietor of the freehold interest of that part of the Application Land which forms the Obligation Land under HM Land Registry title number BK68722 within the meaning of the section 106(9)(b) of the 1990 Act.
- (D) The Council is the registered proprietor of the freehold interest of that part of the Application Land which forms the Highway Land under HM Land Registry title numbers B56561 BK13660 and BK4760. On 19 September 2023 the Parties entered into the Principal Agreement.
- (E) The Planning Permission with Application No 221130 was granted to develop the Application Land ("**the Planning Permission**") subject to the Principal Agreement.
- (F) The Parties wish to enter into this Deed in order that the terms of the Principal Agreement are varied as set out in this Deed.

IT IS HEREBY AGREED AND DECLARED between the parties hereto as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 The following definitions shall apply to this Deed:

- “Deed”** means this first deed of variation dated ; 28th May 2025
- “Principal Agreement”** means the section 106 agreement entered on 19 September 2023 and made between the Owner (1) and the Council (2) to secure mitigation for the Development permitted by the Planning Permission.

1.2 All words and phrases defined in the Principal Agreement have the same meaning in this Deed unless explicitly stated otherwise. The provisions of the Principal Agreement shall apply with similar effect to this Deed (construed with such consequential amendments as are necessary).

2. **LEGAL EFFECT**

2.1 This Deed is made pursuant to Section 106 and 106A of the 1990 Act Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 so as to vary the Principal Agreement in the manner set out in this Deed and the obligations and covenants contained in this Deed:

- (a) are covenants and planning obligations to which these statutory provisions apply; and
- (b) relate to the Application Land in the manner set out in this Deed; and
- (c) are enforceable by the Council as local planning authority.

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

2.3 Nothing contained or implied in this Deed shall prejudice or affect the rights, discretions, powers, duties and obligations of the Council under all statutes, byelaws, statutory instruments, orders and regulations in exercise of their functions as a local authority.

2.4 A reference to any party shall include that party's personal representatives, successors or permitted assigns and in the case of the Council the successors to its respective statutory functions.

2.5 This Deed is made pursuant to s106A of the Act with the intent that the Principal Agreement (as varied pursuant to this Deed) will bind the interests of the Parties and

their successors in title to each and every part of the Application Land and their assigns.

- 2.6 Except as provided in this Deed, it is agreed between the parties that this Deed is supplemental to and not in substitution for the Principal Agreement and that the terms of the Principal Agreement will continue in full force and effect, subject only to the provisions of this Deed.

3. **COMMENCEMENT**

The provisions in this Deed shall take effect immediately upon the completion of this Deed.

4. **VARIATION TO PRINCIPAL AGREEMENT**

- 4.1 The Parties agree that the Principal Agreement shall be further varied as set out in clauses 4.2 to 4.8 below but shall otherwise remain in full force and effect (in so far as the obligations in the Principal Agreement have not been discharged).

- 4.2 The definition of "Affordable Housing Units" at clause 1.1. shall be **DELETED** and **REPLACED** with the following:

"Affordable Housing Units"

"means no less than a total of sixteen (16) units of Affordable Housing (which equates to thirty percent (30%) of the total number of Residential Units) be let to an Eligible Person comprising

- (a) Five (5) x 1 (one) bedroom units;
- (b) Four (4) x 2 (two) bedroom units; and
- (c) Seven (7) x 3 (three) bedroom units;

- 4.3 The definition of "*Affordable Housing Mix*" at clause 1.1 shall be **DELETED** and **REPLACED** with the following:

"*Affordable Housing Mix*"

"*means the Affordable Housing Units as shown on Plan 4 and to be provided in the following type and mix unless otherwise agreed in writing by the Council:*

- (a) *5 x 1 bedroom flats of Reading Affordable Rent;*
- (b) *4 x 2 bedroom flats of Reading Affordable Rent; and*
- (c) *7 x 3 bed houses of Reading Affordable Rent;*

unless otherwise agreed in writing with the Council;

- 4.4 The definition of "*Protected Tenant*" at clause 1.1 shall be **DELETED** and **REPLACED** with the following:

"*Protected Tenant*"

"*means any tenant who:*

- (a) *has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force in respect of a particular individual Affordable Housing Unit;*
- (b) *has exercised any statutory right to buy in respect of a particular individual Affordable Housing Unit"*

4.5 The definition of "*Reading Affordable Rented Units*" at clause 1.1 shall be **DELETED** and **REPLACED** with the following:

"Reading Affordable Rented Units"

"means the SIXTEEN (16) Affordable Housing Units to be let to an Eligible Person at Reading Affordable Rent comprising:

- (a) *Five (5) x 1 (one) bedroom flats;*
- (b) *Four (4) x 2 (two) bedroom flats; and*
- (c) *Seven (7) x 3 (three) bed houses;*

4.6 The definition of "*Shared Ownership Units*" at clause 1.1 shall be **DELETED**.

4.7 The definition of "*Shared Ownership Terms*" at clause 1.1 shall be **DELETED**.

4.8 The plan at Appendix 4 entitled '*Plan 4 Affordable Housing Plan*' with drawing reference number '*092102-BEL-TV-04*' shall be **REMOVED** and **REPLACED** with the plan with drawing reference number 092102-BEL-TV-04 revision G dated 12 September 2024 and appended at Schedule 1.

4.9 This Deed shall be read in conjunction with the Principal Agreement.

5. **LEGAL COSTS**

The Owner shall pay to the Council before the date of completion of this Deed, the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation completion and registration of this Deed.

6. **LAND CHARGES**

This Deed shall be registered as a Local Land Charge pursuant to Section 106(11) of the 1990 Act and the Local Land Charges Act 1975.

7. **THIRD PARTY RIGHTS**

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.

8. **WAIVER**

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

9. **GOVERNING LAW**

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England.

10. **DELIVERY**

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

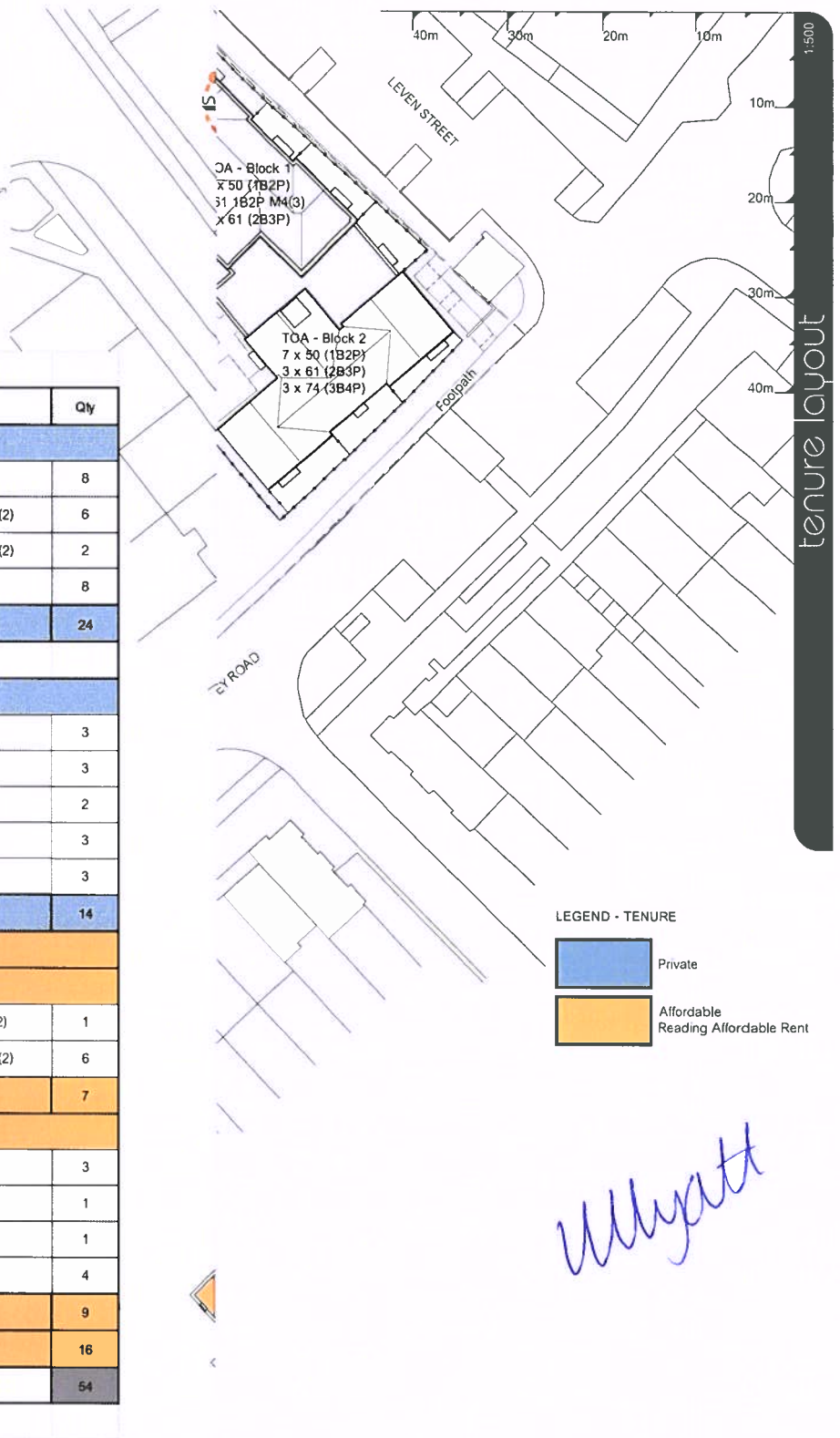
11. **MISCELLANEOUS**

- 11.1 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 Deed.

SCHEDULE OF ACCOMMODATION

Housetype	Description	Qty
Private Houses		
CS	The Coppersmith - 3 Bed House - 3B4P - M4(2)	8
LD	The Lardner - 3 Bed House - 3B5P (3 Storey) - M4(2)	6
FI	The Fisher - 3 Bed House - 3B5P - (2.5 Storey) M4(2)	2
RE	The Reedmaker - 4 Bed House - 4B5P - M4(2)	8
Private Houses Total		24
Private Apartments - BLOCK 2		
1BA1	1 Bed Apartment - 1B2P - M4(2)	3
1BA2	1 Bed Apartment - 1B2P - M4(2)	3
1BA3	1 Bed Apartment - 1B2P - M4(2)	2
2BA1	2 Bed Apartment - 2B3P - M4(2)	3
3BA1	3 Bed Apartment - 3B4P - M4(2)	3
Private Apartments Total		14
Affordable - Reading Affordable Rent		
Affordable Houses		
WL	The Walker - 3 Bed House - 3B5P (3 Storey) - M4(2)	1
LD	The Lardner - 3 Bed House - 3B5P (3 Storey) - M4(2)	6
Affordable Houses		7
Affordable Apartments		
1BF1	1 Bed Apartment - 1B2P - M4(2)	3
1BWC1	1 Bed Apartment - 1B2P - M4(3)	1
1BWC2	1 Bed Apartment - 1B2P - M4(3)	1
2BF1	2 Bed Apartment - 2B3P - M4(2)	4
Affordable Apartments		9
Affordable Total - Reading Affordable Rent		16
Overall Total		54

092102-BEL-TV-LINKED-54 UNITS-11.03 25-JH



EXECUTED as a deed by the parties hereto and delivered on the date written at the start of this deed

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 *A. Clayton*

Minute	See ODN 22.01.25 AD PTP
Originator	JS
Seal No.	116 125
Checked	AC

EXECUTED as a DEED)
By **BELLWAY HOMES LIMITED**)
acting by a an attorney pursuant to a)
power of attorney dated)

Hannah Hyatt

Attorney
print name: *HANNAH HYATT*

In the presence of:

Witness signature:

Witness sign here: *Joyce*

Witness name:

print name: *JORDAN JOYCE*

Witness address:

*GATELEY LECIAL
ONE TORBURY SQUARE
THE TORBURY
READING
BERKSHIRE
RG1 3BB
SOLICITOR*

Witness occupation:

SCHEDULE 1
Plan 4 Affordable Housing Plan
(ref 092102-BEL-TV-04 revision G)