

DATED 10th of November ²⁰²⁵~~2024~~

SHARMA FAMILY PROPERTIES LTD
(the Owner) (1)

and

HANDELSBANKEN PLC
(the Mortgagee) (2)

and

READING BOROUGH COUNCIL
(the Council) (3)

AGREEMENT

**constituting Planning Obligations relating to
LAND AT 28 WOKINGHAM ROAD, READING, RG6 1JQ**

(Appl. No. 182079)

Michael Graham LLB (Hons);
MBA
Assistant Director of Legal and
Democratic Services
Reading Borough Council
Civic Offices Bridge Street
Reading RG1 2LU
IKEN NO. 025839

THIS AGREEMENT is made the 10th day of November

2025
~~2024~~

BETWEEN:

- (1) **SHARMA FAMILY PROPERTIES LTD** (Co. Regn. No. 09969470) of 587 Basingstoke Road, Reading, Berkshire, United Kingdom, RG2 0TA (hereinafter referred to as “**the Owner**”); and
- (2) **HANDELSBANKEN PLC** (Co. Regn. No. 11305395) of 25 Basinghall Street, London, England, EC2V 5HA (“**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 Owner is the registered proprietors of the freehold interest in the Application Land under HM Land Registry title number BK21330 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 10 December 2018 which is registered at HM Land Registry under title number BK21330 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 182079 by the Council) has been submitted to the Council for the development of the Application Land and the parties have agreed that on grant of the Planning Permission the provisions of this agreement will replace the provisions of the Previous Agreement which are released from the date of grant of the Planning Permission.

E. Planning Permission

The Council and the Owner 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 Planning Application subject to the prior completion of this Agreement

G. 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

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);

Additional Affordable Housing Contribution means the sum of Ten Thousand Pounds (£10,000) (Index Linked) per Residential Unit to be used by the Council towards the provision of Affordable Housing in the Borough;

Affordable Housing Contribution means the sum of FIFTY THOUSAND POUNDS (£50,000) (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 182079;

Application Land means the land described in Schedule 1;

Development means the Erection of seven new flats (Class C3) 5 x 2 bed flat and 2 x 1 bed flats with associated parking and access (retrospective) to be permitted by the Planning Permission;

Disposal means: to sell, let, or otherwise part with possession of any part of the Development ALWAYS excluding Fraudulent Transactions and Dispose and Disposed shall be construed accordingly;

Due Date means the date when a Contribution or sum of money (or any part of it) is required to be paid to the Council in accordance with the terms of this Agreement;

Effective Date means the date of this Agreement;

Existing Planning Consent means the Planning Consent reference 150325;

Fraudulent Transactions means a Disposal that is not an arm's length third party bona fide transaction;

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 Due Date;

Maximum Sum means the sum of SEVENTY THOUSAND POUNDS (£70,000) (Index linked from the Effective Date) payable by the Owner in accordance with Schedule 4 paragraph 3;

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;

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;

Previous Agreement means the section 106 agreement dated 3rd May 2016 between Vinod Kuma Sharma and Parmod Kuma Sharma and the Council;

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

Interpretation

- 1.1 Clause headings shall not affect the interpretation of this Agreement.
- 1.2 A person includes a natural person corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 A reference to a company shall include any company, corporation or other body corporate wherever and however incorporated or established.
- 1.4 Unless the context otherwise requires words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires a reference to one gender shall include a reference to the other genders.
- 1.6 A reference to any Party shall include that Party's successors in title and assigns and personal representatives.
- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 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.

- 1.11 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.
- 1.12 A reference to writing or written does not include faxes or e-mail.
- 1.13 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 Owner in Schedules 2 to 4 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 Owners' obligations), 5 (release) and 9 (lapse).

- 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 Owner (including its successors in title and those deriving title from the Owner).

- 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 OWNERS' OBLIGATIONS

- 4.1. The Owner covenants with the Council, so as to bind the entirety of its interest in the Application Land, to comply with the restrictions, covenants and requirements set out in Schedules 2, 3 and 4 of this Agreement.
- 4.2. The Owner covenants with the Council not to encumber nor deal with the Application Land (or any part of it) in any manner pursuant to which the Owner may be prevented from carrying out its covenants and obligations contained in this Agreement.
- 4.3. The Owner covenants with the Council that it will within 28 days from the date hereof apply to the Chief Land Registrar of the Land Registry to register this Agreement in the Charges Register of the title to the Property and will furnish the Council forthwith on written demand with official copies of such title to show the entry of this Agreement in the Charges Register of the title to the Property.

5. RELEASE

- 5.1. The Owner shall upon parting:
- (a) with its 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 the 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.
- 5.3. Always noting that the Council shall be entitled as part of its planning enforcement powers to ensure that any Affordable Housing or Additional Affordable Housing Contribution or any part of it which remains unpaid shall be binding and enforceable against any person who shall at any time acquire any legal interest in any Dwelling, part

of the Development or the Development as a whole, any successors of other person deriving title from the Owner.

6. NO WAIVER

- 6.1. No waiver (whether express or implied) by the Council of any breach of or default by the Owner 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 thereof by the Owner.

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 Owner) 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 Owner 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 Owner shall pay the Council's legal costs and expenses incurred in the preparation, negotiation and completion of this Agreement in the sum of £3000.00 such sum to be paid to the Council prior to the Effective Date.

13. MONITORING FEE

- 13.1. The Owner agrees to pay the Council's costs and expenses incurred or to be incurred by the Council in the administration and monitoring of the provisions of his Agreement in the sum of £800.00 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: **(S106/025839/182079)** or such other reference quoted in relevant S106 Demand Notice issued in respect of the obligation.

- 14.2. No Affordable Housing Contribution 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 Owner 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 Owner.

16. CHANGE IN OWNERSHIP

17. 16.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of their respective interests in the land occurring

before all the obligations under this Deed have been discharged. Such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with the area of the land purchased by reference to a plan AND FOR THE AVOIDANCE OF DOUBT this clause shall extend to notifying the Council of transfers or leases to individual purchases of lessees of the individual Residential Units comprised within the Development where any financial contribution under this Agreement remains unpaid.**FUTURE SECTION 73 PERMISSION**

17.1. 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:

17.1.1.1. 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

17.1.1.2. 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

17.1.1.3. 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.

18. RIGHT OF ACCESS

- 18.1. Without prejudice to the Council's statutory rights of entry the Owner 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.

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

- 22.1. 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.

23. Jurisdiction

- 24.1. 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.

SCHEDULE 1

(The Land)

All that land at 28 Wokingham Road, Reading, RG6 1JQ the subject of the Application and which comprises the land registered at the Land Registry under Title Number BK21330 and shown edged red on the Plan at Appendix 1 to this Agreement.

SCHEDULE 2

(Affordable Housing Contribution)

The Owner covenants as follows:

1 Affordable Housing Contribution

- 1.1 To pay the Affordable Housing Contribution no later than two (2 months) after the date of this Agreement in full to the Council.
- 1.2 In the event of any delay in paying the whole of or part of the Affordable Housing Contribution the Affordable Housing Contribution or the part thereof in respect of which there has been any such delay will be:
 - a. A debt to the Council recoverable by action; and
 - b. Liable to Interest thereon calculated on a daily basis from the due date until the date of payment.

SCHEDULE 3

(Existing Planning Consent)

The Owner hereby covenants with the Council that from the Effective Date it will not Implement or take any further action to Implement the Existing Planning Consent.

SCHEDULE 4
(Disposal/Additional Affordable Housing Contribution)

The Owner hereby covenants with the council as follows:

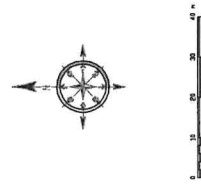
1. To provide the Council with no more one (1) month prior written notice of:
 - (a) The proposed Disposal of any Residential Unit;
 - (b) The proposed Disposal of any part of the Development or the Development as a whole.
2. To pay to the Council the Additional Affordable Housing Contribution no later than 14 days on the earlier of either the:
 - (a) Disposal of each and any Residential Unit within the Development; or
 - (b) Disposal of any part of the Development.
3. In the event that the Development is Disposed of as whole, the Owner shall pay to the Council the Maximum Sum (index linked from the Effective Date) on the exchange date of that part of the Development or the Development ALWAYS provided that such payment will take into consideration any earlier payments made in respect of the Disposal of an individual Residential Unit forming part of the development.

Appendix 2

(the Plan)



Ordnance Survey (c) Crown Copyright 2013. All rights reserved. Licence number: 100020548



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28 Wokingham Road, Reading Berkshire RG6 1JQ

Proposed 7 No Apartments

Location Plan

Scale 1:1250 on A3 paper

Drawing No. **D1280-10**

Date **November 2018**

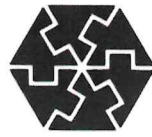
Colin Dawson Associates
Architectural Design and Building Surveying

Malsen House
1 Malvern Way
Twyford Reading Berkshire RG10 9PY

01189343322
colindawson@aolworld.com

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: Nick Cobbold
Bell Cornwell Partnership
Unit 2 Meridian Office Park
Osborn Way
Hook
Hants
RG27 9HY

Application No: PL/18/2079
Application type: Full Planning Approval

Applicant: Sharma Family Properties Ltd.

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: Erection of seven new flats (Class C3) 5 x 2 bed flat and 2 x 1 bed flats with associated parking and access (retrospective).

At: 28 Wokingham Road Reading

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:
[DRAFT
080925]

**Acting Assistant Director
Planning, Transport & Public Protection**

Application At: 28 Wokingham Road Reading

Application No: 182079

Application type: Full Planning Approval

CONDITIONS & REASONS

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

D1280-10 Location Plan (received 27/11/18)

D1280-11d Site Plan (received 11/11/24)

D1280-12 Ground Floor Plan (received 27/11/18)

D1280-13 First Floor Plan (received 27/11/18)

D1280-14 Second Floor Plan (received 17/11/18)

D1280-15 North & West Elevations (received 27/11/18)

D1280-16 South & Southwest Elevations (received 27/11/18)

D1280-17 East & Northeast Elevations (received 27/11/18)

D1280-19a Landscaping Plan (received 11/11/24)

D1280-61c Cycle Store (received 15/11/24)

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.

2. No later than one month from the date of this planning permission, all vehicle parking spaces shall have been marked out with numbers which correspond to each of dwellings (one space per dwelling hereby approved). From the date of this decision, the vehicle parking spaces shall be retained free from obstructions for the purpose of parking motor vehicles for the residents of the development only, in accordance with the approved plan in Condition 1 above. For the avoidance of doubt, none of the vehicle parking spaces shall be disposed of, let, rented, or otherwise used separately from the dwellings to which they relate.

Reason: To ensure that the development is provided with adequate parking facilities to meet the needs of the occupiers and reduce the likelihood of roadside parking which could be a danger to other road users to accord with Policies TR3 (Access, Traffic and Highway-Related Matters) and TR5 (Car and Cycle Parking and Electric Vehicle Charging) of the Reading Borough Local Plan (2019).

Date:
[DRAFT
080925]



**Acting Assistant Director
Planning, Transport & Public Protection**

3. The hard and soft landscape areas shall be maintained/retained in accordance with the approved landscaping scheme in approved plan D1280-19a, as approved in Condition 1 above.

Reason: to ensure that the landscaping is maintained for the development and in order to enhance the amenities of the area and the adjacent Conservation Area.

(Policies EN3 (Enhancement of Conservation Areas), CC7 (Design and the Public Realm) and EN14 (Trees, Hedges and Woodland) of the Reading Borough Local Plan (2019).

4. No later than three months from the date of this planning permission, the cycle parking stands shall be provided in the cycle store in accordance with the approved plans in Condition 1 above. The cycle parking stands and the cycle parking store shall thereafter be made available at all times for the storage of cycles, e-bikes and e-scooters only.

Reason: To encourage travel by sustainable alternatives to driving a motorcar in accordance with the Local Planning Authority's approved transport policies and Policy TR5 (Car and Cycle Parking and Electric Vehicle Charging) of the Reading Borough Local Plan (2019).

5. No later than six months from the date of this decision, the existing access and dropped crossing on the Wokingham Road frontage of the application site shall have been removed and the footway reinstated to line and level.

Reason: in the interests of road user and pedestrian safety.

Policy TR3 (Access, Traffic and Highway-Related Matters) of the Reading Borough Local Plan (2019).

6. Prior to any agreement being entered into for any new occupation of, or transfer of any interest in, the residential unit(s) 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 residential unit(s) 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 neighbouring residential properties by adding to the already high level of on street car parking in the area, in accordance with policies TR3 (Access, Traffic and Highway-Related Matters) and TR5 (Car and Cycle Parking and Electric Vehicle Charging) of the Reading Borough Local Plan (2019).

Date:
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080925]



**Acting Assistant Director
Planning, Transport & Public Protection**



7. The bin storage facilities shown on the approved plan D1280-11d Site Layout Plan (received 11/11/24) shall be retained for use by occupiers of the dwellings for the storage of waste and recycling at all times.

Reason: in the interests of the visual amenity of the area and to ensure that bins can be easily accessed when required in accordance with Policy CC7 (Design and the Public Realm) of the Reading Borough Local Plan (2019).

8. No change to the unit mix to the dwellings as shown on the approved plans in Condition 1 above shall be made to the development hereby permitted without written approval from the Local Planning Authority.

REASON: In order to ensure that the proposed development provides an appropriate range of housing opportunities / dwelling types to meeting requirements for different groups, in accordance with Policy H2 (Density and Mix) of the Reading Borough Local Plan (2019).

9. The development hereby permitted, shall be retained in accordance with Part M4 (2) of the Building Regulations. The units shall remain accessible and adaptable thereafter.

REASON: To retain a suitable standard of accommodation for future occupiers and ensure that the internal layout of the building provides flexibility for the accessibility of future occupiers and their changing needs over time, in accordance with Policy H5 (Standards for New Housing) 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 retrospective permission to be granted within the prescribed target or agreed extended timescale for the decision to be issued.

2. The Council's Highways section should be contacted at 19 Bennet Road, Reading, RG2 0QX, telephone: 0118 937 2138, to agree the access construction details and to grant a licence before any work is carried out within the highway. A formal application should be made allowing at least 4 weeks' notice to obtain details of underground services on the applicants' behalf.

Date:
[DRAFT
080925]

**Acting Assistant Director
Planning, Transport & Public Protection**



3. i) The attention of the applicant is drawn to Section 59 of the Highways Act 1980, which enables the Highway Authority to recover expenses due to damage caused by extraordinary traffic.
- ii) Any works affecting the Highway shall be in accordance with Reading Borough's Council's document "Guidance Notes for Activities on the Public Highway within the Borough of Reading". The applicant should note that compliance with this document is mandatory and licences to work on the Highway will only be issued if the requirements contained within it are met. A copy can be obtained from the Council's website.
4. 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.
5. 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.
6. You are advised that the development lies on a site which is known to have been contaminated. Occupants of the proposed development should be reminded of the potential risks of coming into contact with contaminants through disturbing ground/landscaped areas.
7. 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. The Council's s106/CIL Officer is in contact regarding the CIL liability with this development, which has been subject to agreed deferrals.
8. 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.

Date:
[DRAFT
080925]

**Acting Assistant Director
Planning, Transport & Public Protection**

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/planning-inspectorate>.

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
SHARMA FAMILY PROPERTIES
LTD acting by a director:**

)
)
)

sign here:



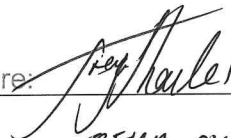
Director

print name: Parmod Sharma

In the presence of:

Witness signature:

Witness sign here:



Witness name:

print name: FREYA SHAILER

Witness address:

CLIFTON INGRAM LLP
SOLICITORS
ONE VALPY
20 VALPY STREET
READING
BERKSHIRE RG1 1AR

Witness occupation:

Solicitor

Executed as a deed by

[*Nia Cannon*
[*Ben Heath*

Handelsbanken plc

] and

] as attorneys for

[SIGNATURE OF 1st ATTORNEY] as
attorney for Handelsbanken plc

[SIGNATURE OF 2nd ATTORNEY] as
attorney for Handelsbanken plc

in the presence of:

Signature of witness

in the presence of:

Signature of witness

FREYA SHAILLES

Name of witness (IN BLOCK CAPITALS)

CLIFTON INGRAM LLP
SOLICITORS
ONE VALPY
20 VALPY STREET
READING
BERKSHIRE RG1 1AR

Address of witness

FREYA SHAILLES

Name of witness (IN BLOCK CAPITALS)

CLIFTON INGRAM LLP
SOLICITORS
ONE VALPY
20 VALPY STREET
READING
BERKSHIRE RG1 1AR

Address of witness

Solicitor

Occupation of witness

Solicitor

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: -

J. J. T. T. T.

Authorised Signatory

Minute	PAC(4)(a) 24 May 2023
Originator	PT
Seal No.	636/25
Checked	<i>JS</i>

BRATHAN SPENCER TREKANE