

**DATED**

**2018**

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by

**MARTIN RANDLE KAY**

and

**ANNA RANDLE DIXON**

And

**PAPILLION PROPERTIES LIMITED (acting by a  
Receiver appointed under the provisions of the Law Property Act  
1925)**

**In favour of :**

**RIBBLE VALLEY BOROUGH COUNCIL**

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**UNILATERAL UNDERTAKING**

**Under Section 106 of the Town and Country Planning Act  
1990 relating to Land known as : land off Sheepfold Crescent,  
Barrow, Clitheroe, Lancashire.  
Planning Application Ref : 3/2018/0488**

**THIS UNILATERAL UNDERTAKING is made on**

**2018**

**BY:**

1. **MARTIN RANDLE KAY**  
of.....ADDRESS.....(hereinafter called “the Owner”)
2. **ANNA RANDLE DIXON**  
of.....address.....(hereinafter called “the owner”)
3. **PAPILLION PROPERTIES LIMITED(acting by a Receiver appointed under the provisions of the Law of property Act 1925** (hereinafter called “the owner”) (Guernsey company No. 45669) whose registered office is at PO Box 119 Martello Court, Admiral Park, St. Peter Port, Guernsey GY1 3HB).

**In favour of:**

4. **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA (hereinafter called “the Council”)

**WHEREAS**

1. The Council is the Local Planning Authority for the purposes of the Town and Country Planning Act 1990 (as amended) for the area within which the Site is situated and by whom the obligation contained in this Agreement is enforceable.
2. The Owner is the freehold owner of the site the title of which is registered at Land Registry under title numbers LAN125093 and LAN158838
3. The Owner on the 6th day of June two thousand and eighteen applied to the Council for Planning Permission for a development comprising outline consent for 20 bungalows for the elderly (six detached 2 bed and 14 semi detached 1 bed) and 9 affordable, two-bed apartments with associated roads, ancillary works, landscaping and access on the Site as detailed in the plans and particulars deposited with Council under reference 3/2018/0488.
4. This Unilateral Undertaking is entered into as a deed to make provision for Regulating the Development and securing the matters hereinafter referred to with the intention that it shall be effective pursuant to the Planning Permission.

**NOW THIS DEED WITNESSETH** as follows:

1. **DEFINITIONS**

In this Deed unless the context otherwise requires:

**Affordable Housing**

“Affordable Housing” has the meaning given to it in Annex 2 of the NPPF.

**Affordable Housing Provider**

"Affordable Housing Provider" means a registered provider of social housing either

(a) as defined by the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Acts) and registered with Homes England or any company or other body approved by Homes England for receipt of social housing grant; or

(b) such other body approved by the Council to own and/or let the Affordable Housing

**Affordable Housing Scheme**

"Affordable Housing Scheme" means the scheme for the provision of the Affordable Housing Units in accordance with the terms of this agreement

**Affordable Rent**

“Affordable Rent” means such rent (inclusive of service charges where applicable) as is set by the Affordable Housing Provider in line with such standard recommendations and guidelines as may from time to time be published by the Regulator in relation to affordable costs being at the date hereof an initial maximum rental level of a maximum of the Local Housing Allowance rate calculated by the Department of Work and Pensions.

**Affordable Housing Units**

“Affordable Housing Units” means those 9 Dwellings which are to be provided as Affordable Housing on the Site of which the 6 units shall constitute “Affordable Ownership Housing” and the 3 Units shall constitute Affordable Rented Housing and “Affordable Housing Unit” shall be construed accordingly.

**Affordable Ownership Housing**

“Affordable Ownership Housing” means shared ownership housing where an occupier may acquire an interest in an Affordable Housing Unit up to a maximum of 55% of OMV and can staircase up to 100% ownership of the Open Market Value of the Dwelling or Discount Sale were they buy 100% at 70% of the Open Market Value

**Application**

“Application” means the application for Planning Permission submitted to the Council under reference number 3/2018/0488 for residential development including residential use and associated amenities on the Property.

### **BCIS All-in Tender Price Index**

“BCIS All-in Tender Price Index” means the BCIS All-in Tender Price Index published by the Royal Institute of Chartered Surveyors or any successor body (or such other index replacing the same) for the quarter in which the contribution (or any part of it) is paid.

### **Commencement of Development**

“Commencement of Development” means the carrying out as part of the Development of a material operation (within the meaning ascribed in Section 56 of the Act) other than an operation in connection with:

- (a) site clearance;
- (b) demolition;
- (c) archaeological investigation;
- (d) advanced habitat creation;
- (e) investigation for the purposes of assessing contamination and minor or temporary general maintenance works or works of repair;
- (f) remedial action in respect of contamination;
- (g) diversion and provision of services and drainage;
- (h) the erection of means of enclosure for the purpose of site security and/or the display of advertisements;
- (i) tree works;
- (j) construction of temporary access.

### **Development**

“Development” means such development as may be authorised by the Planning Permission.

### **Discounted Sale Units**

“Discounted Sale Units” means a dwelling sold at a maximum sale price of 70% of Open Market Value sold to an approved person as set out in the definition of Priority Order.

### **Dispose**

“Dispose” means in relation to the transfer of an interest in property the transfer of a freehold interest or of a Leasehold interest of 99 years or more.

## **Dwelling**

“Dwelling” means a dwelling (including a house, bungalow, flat or maisonette) which is to be constructed as part of the Development pursuant to the Planning Permission. Determining whether or not the material operation has been carried out there shall be disregarded property surveys and investigations and tests (including drilling bore holes, digging trial pits and taking soil samples) environmental assessments and similar studies (including geological, archaeological and ecological surveys and landscape assessments). Site investigations preparatory works including ground, modelling and contamination remediation works and “implement” and “implemented” shall be construed accordingly.

## **Homes England**

"Homes England" means Homes England or any successor government agency that funds and is responsible for the delivery of new Affordable Housing and the regulation of the Affordable Housing Providers in England.

## **Implementation**

“Implementation” means the carrying out of any of the material operations listed in Section 56 of the 1990 Act pursuant to the Planning Permission provided that for the purposes of determining whether or not the material operation has been carried out there shall be disregarded property surveys and investigations and tests (including drilling bore holes, digging trial pits and taking soil samples) environmental assessments and similar studies (including geological, archaeological and ecological surveys and landscape assessments). Site investigations preparatory works including ground, modelling and contamination remediation works and “implement” and “implemented” shall be construed accordingly.

## **Local Housing Allowance**

“Local Housing Allowance” means the maximum housing benefit amount that can be paid and maximum rent that can be charged. The Local Housing Allowance is set by the Department of Work and Pensions for the East Lancashire area

## **Market Dwelling**

“Market Dwelling” means those Dwellings which comprise general market housing for sale on the open market and which are not Affordable Housing.

## **Market Rent**

“Market Rent” means the estimated amount for which a Dwelling should lease (let) on the open market on the date of valuation between a willing lessor and a willing lessee, in an arm’s length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion and assuming that any restrictions imposed on the Dwelling by reason of this Deed are disregarded on appropriate lease terms.

## **Mortgagee**

“Mortgagee” means any mortgagee or charge of the Affordable Housing Provider or any administrator, fixed charge receiver (including an administrative receiver appointed pursuant to the Law of Property Act 1925) administrative receiver or any other person appointed under any security documentation to enable such mortgagee to realise its security or their successors in title or persons deriving title therefrom exercising a power of sale in respect of the Affordable Housing Units.

### **Nominated Officer**

“Nominated Officer” means the Council’s Housing Strategy Officer.

### **NPPF**

“NPPF” means the Department for Communities and Local Government document entitled “National Planning Policy Framework” (July 2018) or any replacement or modification thereof in force from time to time.

### **Occupation**

“Occupation” shall have the same meaning as defined in the Local Government Finance Act 1988 but for the avoidance of doubt shall not include occupation for the purposes of works carried out prior to or during construction, fitting out, commissioning, advertising, marketing, security or management of land for parking.

### **Occupation and Occupied**

“Occupation” and “Occupied” means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel

### **Open Market Value**

“Open Market Value” means the estimated amount for which a Dwelling should sell on the open market for cash consideration on the date of valuation assuming:-

- a willing buyer and a willing seller in an arm’s length transaction
- that prior to the date of valuation there had been a reasonable period (having regard to the nature of the Dwelling and the state of the market) for the proper marketing of the Dwelling for the agreement of price and terms and for the completion of the same;
- that the state of the market level of values and other circumstances were on any other earlier assumed date of exchange of contracts the same as on the date of valuation;
- that no account is taken of any additional bid by a purchaser with a special interest; and
- that each party had acted knowledgeably prudently and without compulsion

## **Plan**

“Plan” means the Property location plan annexed hereto.

## **Planning Permission**

“Planning Permission” means the outline planning permission subject to conditions to be granted by the Council, or the Secretary of State or his appointed Inspector on appeal pursuant to the Application.

## **Practical Completion**

“Practical Completion” means the issue of a certificate of practical completion by the Owner’s architect or in the event that the Development is constructed by a party other than the Owners the issue of a certificate of practical completion by that other party’s architect and “Practically Completed” shall be construed accordingly.

## **Priority Order**

“Priority Order” means the following cascading order of persons to whom an Affordable Housing Unit must be offered in accordance with paragraph 1.10 of Schedule 2:

- In the first instance where at least one ordinarily resident member of a household is a person who is in housing need and who:
  - i. have lived in the Borough of Ribble Valley for at least 5 years of the last 10 years
  - ii. currently live within the Borough of Ribble Valley and have done so for at least the past 12 months (proof of residence for the relevant period must be provided in the form of the electoral roll or (if such persons are not on the electoral roll) utility and council tax bills);
  - iii. used to live in the Borough of Ribble Valley for not less than three years but was forced to move away because of the lack of Affordable Housing;
  - iv. currently work in the Borough of Ribble Valley and have done so for at least the past 12 months for more than 18 hours per week;
  - v. currently has a close family member (mother, father, brother, sister, son, daughter) living in the Borough of Ribble Valley and who have done so for not less than three years.
  - vi. is the wife, husband or civil partner (as defined in the Civil Partnership Act 2004) or is the resident dependent (such as a child) of such a person specified in (i) to (vi) above.

## **Interpretation**

- 1.1. The headings in this Deed do not and will not by implication form any part of this Deed and shall have no legal force whatsoever
- 1.2. Unless the context requires otherwise reference to this Deed to a clause schedule or paragraph are references respectively to a clause schedule of paragraph of this Deed
- 1.3. Where any part to this Deed comprises two or more persons any obligation on the part of that party contained or implied in this Deed shall be deemed to be joint and several obligations on the part of these persons and references to that party shall include reference to each or any of those persons
- 1.4. A reference to any statute or statutory section shall be taken to include a reference to any statutory, amendment, modification or re-enactment of it for the time being in force
- 1.5. Words denoting the singular shall include the plural and vice versa words denoting any gender shall include all genders and words denoting persons shall include bodies corporate and vice versa

## **2. Enforceability**

- 2.1 This Deed is a planning obligation with the intent to bind the Property and the Owners and successors in title to observe and perform the covenants herein
- 2.2 The obligations of this Deed are conditional on the grant of the Planning Permission and the Commencement of the Development by the Implementation of the relevant part of the Development pursuant to the Planning Permission
- 2.3 No persons shall be liable for a breach of covenant contained in this Deed after he shall have parted with his interest in the Property or the part in respect of which any liability has arisen which is the subject of a breach but without prejudice to liability for any existing breach of covenant prior to parting with such interest. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Property in any transfer of the Property will constitute an interest for the purposes of this clause 2.3.
- 2.4 This Deed shall not be binding or enforceable against any mortgagee or chargee exercising a power of sale but shall be binding on a purchaser from a mortgage in possession and for the avoidance of doubt, any legal charge taken over the Property in the future shall take effect subject to this deed PROVIDED THAT any new mortgagee shall have no liability under this deed unless it becomes a mortgagee in possession in which case it too will be bound by the planning obligations in this Deed as if it were a person deriving title from the Owner
- 2.5 The provisions of this Deed are not intended to be enforceable by any third party (which for the avoidance of doubt shall exclude any statutory successor or authority to the Council or the County Council or successors in the title to the Owners) pursuant to the Contract (Rights of Third Parties) Act 1999



- 2.6 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with a Planning Permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed.
- 2.7 The Developer consents to this Deed being entered into with the intention that its interest in the Property will be bound by the terms of this Deed provided always that such consent is given on the basis that the Developer will not incur any liability for any breach of the obligations contained in this Deed unless and until it becomes the freehold owner of the Property (or any part thereof) or obtains a long leasehold interest in the Property (or any part thereof).

### **3 Expiry Modification Variation or Amendments of Planning Permission**

- 3.1 If the Planning Permission shall expire before Implementation of Development or shall at any time be revoked this Deed shall forthwith determine and cease to have effect
- 3.2 Nothing in this Deed shall prohibit or limit the right to develop any part of the Property in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Deed and this Deed shall not apply to development carried out under any planning permission other than the Planning Permission

### **4 Registration**

This Deed is a Local Land Charge and shall be registered as such by the Council

### **5 Service of Notices**

Any notice or other written communication to be served by one party upon any other pursuant to the terms of this Deed shall be deemed to have been validly served if delivered by hand or sent by pre-paid registered delivery post to the party to be delivered to the address herein specified or to such other address as may from time to time be notified for the purposes of notice in writing

### **6 Reasonableness**

Where any agreement, certificate, consent, permission expression of satisfaction or other approval is to be given by any party or any person on behalf of any party hereto under this Deed the same shall not be unreasonably withheld or delayed

### **7 Covenants**

- 7.1 The owner covenants with the Council to observe and perform the covenants restrictions and obligations contained in Schedule 1.

## **8 Miscellaneous**

- 8.1 Nothing in this Deed shall affect, bind or be enforceable against any individual person in respect of any completed Dwelling and its curtilage acquired or leased by them for residential occupation on the Property.
- 8.2 Nothing in this Deed is intended to restrict the exercise by the Council of any of its powers, statutory rights, discretions and responsibilities
- 8.3 If any provision in this Deed shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be deemed thereby to be affected or impaired
- 8.4 This Deed is a Deed and is enforceable by the Council in relation to the obligations respectively entered into.
- 8.5 The Council will upon written request of the Owners at any time after the obligations of the Owners under this Deed have been fulfilled (and subject to the payment of the Council's reasonable and proper costs and charges) issue written confirmation thereof.
- 8.6 Any dispute or difference arising between the parties with regard to their respective rights and obligations as to any matter or thing in anyway arising out or connected with this Deed shall except as otherwise expressly provided be referred to the decision of a single arbitrator to be agreed by the parties or in default of the parties' agreement the arbitrator shall be nominated by the President for the time being of the Royal Institute of Chartered Surveyors as the case may be and any such reference shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1996 or any statutory modification or enactment for the time being in force
- 8.7 The Owners shall pay the Council's legal fees incurred in relation to this Deed the sum of £..... (.....pounds).
- 8.9 This Deed and any dispute or claim arising out of in 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 and Wales

## **9 Affordable Housing Mortgage Protection**

- 9.1 In respect only of the Affordable Housing provided pursuant to this Deed nothing contained within this Deed shall bind any Mortgagee exercising a power of sale in respect of the Affordable Housing Units provided that:
- a ) It shall have given not less than two (2) months' prior written notice to the Council of its intention to exercise such power of sale;
- a.) If the Council responds within one (1) month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing the Mortgagee shall co-operate with such arrangements and use reasonable endeavours to secure such

transfer PROVIDED THAT such Mortgagee shall not be under any obligation to dispose of the Affordable Housing Units for a sum less than the monies outstanding pursuant to the legal charge or mortgage; and

- b.) If the Council or any other person cannot complete a transfer of the Affordable Housing Units within two (2) months of the date of service of its response under paragraph 9.1(b) above then provided that the Mortgagee shall have complied with its obligations under paragraph 9.1(a) above the Mortgagee shall be entitled to dispose free of the restrictions set out in Paragraph 1 of Schedule 2 for that sale only future sales revert to all affordable housing restrictions
- c.) dispose free of the restrictions set out in Paragraph 1 of Schedule 2 for that sale only future sales revert to all affordable housing restrictions

PROVIDED THAT at all times the rights and obligations in this paragraph shall not require the Mortgagee to act contrary to its duties under the charge or mortgage and that the Council must give full consideration to protecting the interest of the Mortgagee in respect of any monies outstanding under the charge or mortgage.

#### 9.2 The provisions of this Deed shall:

- a.) cease to apply to any completed Affordable Housing Units where an Affordable Housing Provider shall be required to dispose of the same pursuant to a right to buy under Part V of the Housing Act 1985 as amended by the Housing (Preservation of Right to Buy) Regulations 1993 or pursuant to a right to acquire under s.180 of the Housing and Regeneration Act 2008 or substitute right applicable;
- b.) cease to apply any completed Affordable Housing Units where an Affordable Housing Provider sells to a Tenant through Social Homebuy funded pursuant to Section 19(3) of Housing and Regeneration Act 2008 or any amendment or replacement thereof.

**SCHEDULE 1**  
**Owners' obligations**

**1. Notice of Commencement**

To give written notice to the Council (via the Nominated Officer) and the County Council within 15 Working Days of the Commencement of Development confirming that the Development has begun.

**2. Notice of Occupations**

Within 15 Working Days of each date to give written notice to the Council (via the Nominated Officer) and the County Council of the following:

- 2.1 the practical completion of the first Affordable Housing Unit
- 2.2 the date of First Occupation of a Dwelling

## **SCHEDULE 2**

### **The Owners' Covenants with the Council**

#### **1. Affordable Housing**

- 1.1. The Owners shall provide Affordable Housing as part of the Development in accordance with the provisions of this Schedule 2.
- 1.2. The Affordable Housing Scheme referred to in this agreement provides for 9 of the Dwellings to be constructed within the Development as Affordable Housing Units of which 3 of the Affordable Housing Units shall be Affordable Rented Housing and 3 of the Affordable Housing Units shall be Affordable Home Ownership and 3 Discounted Sale Units
- 1.3. No more than 50% (fifty per cent) of the Market Dwellings within the Development shall be Occupied before the Owners have offered the Affordable Housing Units within the Development to an Affordable Housing Provider in accordance with the approved Affordable Housing Scheme and the terms of this Deed.
- 1.4. From the date the Affordable Housing Units within the Development are first offered to an Affordable Housing Provider pursuant to paragraph 1.6 of this Schedule 2 (above) the Owner shall use reasonable endeavours in seeking to transfer the relevant Affordable Housing Units to the Affordable Housing Provider in accordance with the terms of this Deed PROVIDED THAT for the avoidance of doubt there shall be no obligation on the Owners to have commenced construction of the relevant Affordable Housing Units at the point when the said Affordable Housing Units are offered in accordance with this paragraph 1.9
- 1.5. No more than 75% (seventy five per cent) of the Market Dwellings within the Development shall be Occupied before 100% (one hundred per cent) of the Affordable Housing Units within the Phase of Residential Development have been Practically Completed in accordance with the approved Affordable Housing Scheme for that Phase of Residential Development, subject to such variations as may be agreed between the Council and the Owners from time to time
- 1.6. From the date of Practical Completion each Affordable Housing Unit shall be used only as Affordable Housing and shall (unless otherwise agreed in writing with the Council) only be offered for Occupation in accordance with the Priority Order unless otherwise agreed in writing with the Council save that this obligation shall not be binding upon:

1.6.1 any Chargee;

1.6.2 any mortgagee of an individual Affordable Housing Unit exercising its power of sale in respect of any such Affordable Housing Unit and any purchaser of an Affordable Housing Unit or any person deriving title from such a person or any successor in title thereto and their respective mortgagees and chargees from such mortgagee PROVIDED THAT:

1.6.2.1 any such mortgagee shall prior to seeking to dispose of the Affordable Housing Unit pursuant to any default under the terms of its mortgage or charge shall give not less than 2 months' prior notice to the Council of its intention to dispose and:

1.6.2.2.in the event that the Council responds within 1 month from receipt of the notice indicating that arrangements for the transfer of the Affordable Housing Unit can be made in such a way as to safeguard them as Affordable Housing whilst redeeming the outstanding sum of the mortgage plus the mortgagee's costs then the Mortgagee shall co-operate with such arrangements and use its best endeavours to secure such transfer

BUT FURTHER PROVIDED THAT at all times the rights and obligations of the mortgagee in this 1.11 shall not require the mortgagee to act contrary to its duties under the charge or mortgage nor oblige the mortgagee to dispose of an Affordable Housing Unit at a sum which is insufficient to redeem the outstanding sum of the mortgage plus costs.

1.6.3 any Protected Tenant or any mortgagee or chargee of a Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and chargees; or

1.6.4 A disposal (and any subsequent occupation) required by:

1.6.4.1 any statutory provisions now or hereafter in force; or

1.6.4.2. the Homes and Communities Agency; or

1.6.4.3 a court order

1.7 The Owners shall ensure that any transfer of an Affordable Housing Unit to an Affordable Housing Provider shall contain the following provisions:

1.7.4 A covenant that the Affordable Housing Provider shall not use the Affordable Housing Unit otherwise than for Affordable Housing;

1.7.5 A covenant that the Affordable Housing Unit shall only be offered for Occupation in accordance with the Priority Order (unless otherwise agreed in writing with the Council); and

- 1.7.6 A covenant that those Affordable Housing Units which are Affordable Rented Housing Units shall be made available for letting at a rent level not exceeding the Local Housing Allowance Rent.

1.8 In the event that:

- 1.8.1 the Affordable Housing Provider to whom an offer is made by the Owner in accordance with paragraph 1.6 of this Schedule 2 declines to accept a transfer of some or all of the Affordable Housing Units within the Development; or

- 1.8.2 no sale of some or all of the Affordable Housing Units within the Development has been effected within six months from either the Commencement of Development of the Development or the date the Affordable Housing Units were offered to the Affordable Housing Provider in accordance with paragraph 1.6 of this Schedule 2 (whichever is the later)

- 1.8.3 then paragraph 1.12 of this Schedule 2 (below) shall apply in respect of such Affordable Housing Units.

1.9 Where this paragraph 1.12 applies then:

- 1.9.1 the Owner may at any time serve notice upon the Council stating that this paragraph 1.14 applies and providing evidence as to why despite complying with paragraph 1.7 of this Schedule 2 the Owner has been unable to transfer the Affordable Housing Units to the Affordable Housing Provider, together with evidence from the Affordable Housing Provider that they are not willing to so purchase the Affordable Housing Units (if such evidence is available);

- 1.9.2 upon receipt of the Owner's written notice served pursuant to sub-paragraph 1.15.1 above the Council shall consider the evidence and confirm in writing within 10 Working Days of the date of receipt whether or not it agrees that despite complying with paragraph 1.7 of this Schedule 2 the Owners have been unable to transfer the Affordable Housing Units to the Affordable Housing Provider and in the event that the Council disagrees the Council shall set out its full reasons for such disagreement.

- 1.10 In the event that the Council confirms in writing pursuant to sub-paragraph 1.14.2 that it disagrees that that despite complying with paragraph 1.7 of this Schedule 2 the Owners have been unable to transfer the Affordable Housing Units  
to the Affordable Housing Provider then the Owners may :

- 1.10.1 make a further offer to transfer the relevant Affordable Housing Units to the

Affordable Housing Provider or another Affordable Housing Provider in accordance with paragraphs 1.6 and 1.7 of the Schedule 2 (in which case the Owners shall be entitled to invoke the procedure set out in this paragraph 1.14 in the event that some or all of the Affordable Housing Units have still not been transferred to an Affordable Housing Provider at the end of a further period of 20 Working Days beginning with the date of the making of such an offer); or

1.10.2 submit further evidence and submissions to the Council in order to address the Council's reasons for disagreement (in which case sub-paragraphs 1.12.1 to 1.12.4 of this Schedule 2 shall apply mutatis mutandis to the Council's consideration of such evidence and submission; or

1.10.3 refer any dispute or disagreement for independent determination in accordance with Clause 8.6 of this Deed.

1.11 In the event that the Council or an Expert (as defined in Clause 8.6 of this Deed) confirms pursuant to this paragraph 1.16 of this Schedule 2 or Clause 8.6 (as the context requires) that despite complying with paragraph 1.6 of this Schedule 2 the Owners have been unable to transfer the Affordable Housing Units to the Affordable Housing Provider then the Owner shall be entitled to dispose of the relevant Affordable Housing Units as Discount Sale Units free from the restrictions in this Schedule 2 PROVIDED that such disposal shall be at no more than [70%] (seventy per cent) of Open Market Value and shall be subject to Priority Order in perpetuity

**IN WITNESS** whereof this Deed has been duly executed by the parties the day and year first before written

**THE COMMON SEAL OF**

**RIBBLE VALLEY BOROUGH COUNCIL**

**Was hereunto affixed to this Deed in the**

**Presence of :-**

**Mayor**

**Chief Executive**

**EXECUTED AND DELIVERED AS A DEED**

**BY MR. MARTIN RANDAL KAY**



in the presence of:- )

Witness signature.....

Witness name.....

Witness address.....

.....

.....

Witness occupation.....

**EXECUTED AND DELIVERED AS A DEED**

**BY : ANNA RANDAL DIXON** )

in the presence of:- )

Witness signature.....

Witness name.....

Witness address.....

.....

.....

Witness occupation.....

**SIGNED AS A DEED by PAPILLON** )  
**PROPERTIES LIMITED** acting by )

**EDWARD BURGASS HINE** as  
receiver pursuant to powers granted  
by him by Clause 11 of a Debenture  
dated 30<sup>th</sup> August 2007 and Cause 11  
of a Debenture dated 1<sup>st</sup> June 2007

.....

Edward Burgass Hine

\_\_\_\_\_ Witness signature

\_\_\_\_\_ Witness name

\_\_\_\_\_ Witness address

## **THE PLAN**

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