

**RIBBLE VALLEY BOROUGH COUNCIL**

**and**

**LANCASHIRE COUNTY COUNCIL**

**and**

**BDW TRADING LIMITED**

**DEED OF VARIATION**

pursuant to Section 106A of the Town and Country Planning Act 1990 relating  
to Land off Waddington Road, Clitheroe, Lancashire BB7 2DE

Knights PLC  
Two St. Peter's Square  
Manchester  
M2 3AA

Ref: SJ/ADA791/1459



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- 2.3 This Deed is supplemental to the Original Agreement and the Original Variation which shall continue in full force and effect.
- 2.4 This Deed shall come into effect upon the date of this Deed.
- 2.5 Where any obligation under the Original Agreement and the Original Variation has been complied with that obligation shall be deemed to have been complied with under the Original Agreement and the Original Variation as varied by this Deed.

**3 LAND CHARGES**

- 3.1 This Deed shall be registered as a local land charge by the Council.

**4 THIRD PARTY RIGHTS**

- 4.1 No provisions of this Deed of Variation shall be enforceable under the Contract (Rights of Third Parties) Act 1999.

**5 GOVERNING LAW**

- 5.1 The 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.

**6 DELIVERY**

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

**EXECUTED AS A DEED** on the date specified at the commencement hereof.

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**SCHEDULE**

From and including the date of this Deed the Owner, the Council and the County Council hereby acknowledge and agree that the Original Agreement and the Original Variation shall be read and construed as varied by the provisions set out in this Schedule below:-

1. Clause 1.1.10 : **DELETE** the existing Mortgagee Definition and **ADD** the following new definition:-

“A Mortgagee” means any mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or charge to realise its security or any receiver (however appointed) including a housing administrator (each a Receiver)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or charge or Receiver”.

2. **INSERT** New Clause 1.1.61 : “Protected Tenant” means any Occupier of an Affordable Housing Unit who shall exercise a statutory entitlement to buy or acquire the relevant Dwelling or any Shared Ownership Lessee exercising the right to staircase to 100% of the equity share of a Dwelling or any successor in title either directly or indirectly”.

3. Clause 1.1.56 : **AMEND** this clause to read :-

“Staircase” means the exercise by the occupier to the Shared Ownership Lease of the right to acquire 100% of the equitable interest in the Shared Ownership Unit by paying a percentage of the market value to the Registered Social Landlord after which the rent payable on the part retained by the Registered Social Landlord shall be reduced proportionately”

4. Schedule 2 Clause 5.1.2 - **DELETE** entirely

5. Schedule 2 Clause 5.2 : **ADD** the words “whether or not” before the words “in possession”.

6. Schedule 2 Clause 5.2 : **DELETE** the period of “four months” and **ADD** the period of “three months”.

7 Schedule 2 Clause 5.3 : The timescales mentioned in Clause 5.3 shall be amended so the whole procedure takes only three months.

8 Schedule 2 Clause 5.3.1. : **DELETE** the words “best endeavours” and **ADD** the words “reasonable endeavours”.

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9. Schedule 2 Clause 5.3.3 : **DELETE** Clause 5.3.3.

10. Schedule 2 New Clause 5.4 : **INSERT** the following new clause :-

“5.4 The provisions of paragraph 5.1 of this Schedule shall not be binding on a Protected Tenant who has exercised a statutory right to buy or acquire a Dwelling or an Occupier who has purchased 100% of the equity of a Shared Ownership Unit”.

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**IN WITNESS** whereof the Parties hereto have executed this Deed of Variation the day and year first before written.

**EXECUTED AS A DEED** on behalf of        )  
**BDW TRADING LIMITED**                    )  
acting by one Attorney                    )  
acting under a Power of Attorney        )  
dated 04 March 2019                      )

.....

Attorney signature

.....

Full Name

in the presence of

Signature of Witness:.....

Name (in BLOCK CAPITALS):.....

.....

Address:.....

.....

Witness Occupation:

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**EXECUTED AS A DEED**

(but not delivered until the date hereof) by affixing

**THE COMMON SEAL OF**

**RIBBLE VALLEY BOROUGH COUNCIL**

in the presence of :

.....

Authorised Signatory

.....

Authorised Signatory

**EXECUTED AS A DEED**

(but not delivered until the date hereof) by affixing

**THE COMMON SEAL OF**

**LANCASHIRE COUNTY COUNCIL**

in the presence of :

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Authorised Signatory

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Authorised Signatory

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