

**DATED**

**2025**

**(1) RIBBLE VALLEY BOROUGH COUNCIL**

**and**

**(2) STOCKPORT DEVELOPMENT LIMITED**

**And**

**(3) SEDDON INVESTMENTS LIMITED**

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**AGREEMENT**

**under Section 106 of the Town and Country Planning Act 1990 (as amended)  
relating to land at Chapel Hill Longridge, Preston**

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Ribble Valley  
Borough Council

[www.ribblevalley.gov.uk](http://www.ribblevalley.gov.uk)

**geldards**

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 2025

Between

- (1) **RIBBLE VALLEY BOROUGH COUNCIL** of Council Offices Church Walk Clitheroe Lancashire BB7 2RA ("the Council")
- (2) **STOCKPORT DEVELOPMENT LIMITED** (company registration number 10149031) of Unit 2, Bird Hall Lane, Stockport SK3 0XX ("the Owner")
- (3) **SEDDON INVESTMENTS LIMITED** (incorporated in England and Wales with company registration number 10257546) of Arden Lea, 470 Chorley New Road, Heaton, Bolton BL1 5AZ (the "Legal Mortgagee").

**WHEREAS**

- A The Council is the local planning authority for the purposes of the 1990 Act for the area in which the Land is situated and the authority by whom the obligations contained in this Deed are enforceable.
- B The Owner is the registered proprietor of the Land whose title is registered as a freehold title at the Land Registry under Title Number LAN759319.
- C The Owner has submitted the Planning Application to the Council and the Council are minded to grant the Planning Permission subject to the prior completion of this Agreement and appropriate planning conditions
- D The Legal Mortgagee is interested in the Land by virtue of the Legal Charge

**NOW THIS DEED WITNESSES** as follows:

## 1. DEFINITIONS

Expression	Meaning
Act	the Town and County Planning Act 1990 as amended;
Affordable Housing	affordable housing as defined in Annex 2 of the National Planning Policy Framework (December 2024) (or as redefined by any amendment, replacement or re-enactment thereof).;
Affordable Housing Units	16 units of Affordable Housing constructed in accordance with the Planning Permission and the provisions of this Agreement and provided as Affordable Rent Units, Discount Sale Units or Shared Ownership Units and "Affordable Housing Unit" shall be construed accordingly;
Affordable Rent Units	an Affordable Housing Unit available for rent where the lettings shall be made under a form

	of tenancy prescribed by Homes England and at a rent equal to or less than the maximum amount of Local Housing Allowance payable for the Dwelling;
<b>Allocations Scheme</b>	the Council's policy for the allocation of Affordable Rented Housing Units
<b>Chargee</b>	any mortgagee, chargee or receiver of a Registered Provider in respect of the Affordable Housing Units
<b>Commencement of Development</b>	the date on which any material operation (as defined in Section 56(4) of the Act) forming part of the Development begins to be carried out other than (for the purposes of this Agreement and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and "Commence Development" shall be construed accordingly;
<b>Community Infrastructure Levy</b>	any Community Infrastructure Levy adopted by the Council pursuant to the Community Infrastructure Levy Regulations 2010 (as shall be amended and updated from time to time);
<b>Development</b>	the development of the Land for access landscaping and the erection of 54 new build residential properties;
<b>Discount Sale Restriction</b>	<p>the restriction to be entered in the proprietorship register at the Land Registry in relation to each Discount Sale Unit in the following terms:</p> <p>"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a written consent by the solicitor of the disponor or the disponent or Ribble Valley Borough Council that the provisions of paragraph 1.12, 1.13 and 1.14 of Schedule 1 of a Section 106 Agreement dated [DATE OF AGREEMENT] and made between (1) Ribble Valley Borough Council and (2) Stockport Development Limited and (3) Seddon Investments Limited have been complied with or do not apply to the disposition</p>

<b>Discount Sale Unit</b>	any Affordable Housing Unit which is to be sold at no more than 70% (seventy per cent) of Market Value pursuant to paragraph 1.12 of Schedule 1 of this Agreement
<b>Eligible Household</b>	<p>a person or household that the Council has confirmed in writing as being in need of Affordable Housing because their needs are not met by the market as determined with regard to housing need, local incomes, local house prices and:</p> <ul style="list-style-type: none"> <li>(a) in the case of Affordable Rented Housing Units, identified in accordance with the provisions of the Allocations Scheme or other criteria adopted by the Council from time to time; and</li> <li>(b) in the case of Shared Ownership Dwellings, a household with an income of £80,000.00 (eighty thousand pounds) or less and a first-time buyer, or someone who owns an existing home where they are unable to afford to buy a home suitable for meeting the housing needs on the open market;</li> <li>(c) in the case of Discount Sale Units a household with an income of £80,000.00 (eighty thousand pounds) or less and a first-time buyer, or someone who owns an existing home where they are unable to afford to buy a home suitable for meeting the housing needs on the open market;</li> </ul>
<b>Homes England</b>	the Homes and Communities Agency (trading as Homes England) or any body or bodies undertaking the existing functions of the Homes and Communities Agency within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act);
<b>Interest Rate</b>	the base lending rate for the time being of the Barclays Bank plc compounded annually;
<b>Land</b>	land at Chapel Hill Longridge as shown edged red on the Plan attached to this Agreement and registered under Title Number LA759319 ( <b>'Title Number'</b> );

<b>Legal Charge</b>	a registered charge dated 31.01.2022 in favour of the Legal Mortgagee registered against the Title Number;
<b>Market Dwellings</b>	the residential units to be constructed pursuant to the Planning Permission excluding the Affordable Housing Units;
<b>Market Value</b>	<p>the estimated amount for which a Discount Sale Unit would sell on the open market for cash consideration on the date of valuation as agreed by the Council (or in the absence of agreement by an expert) assuming:</p> <ul style="list-style-type: none"> <li>(a) it were not subject to the restrictions in this Deed</li> <li>(b) a willing buyer and a willing seller in an arm's length transaction;</li> <li>(c) that prior to the date of valuation there had been a reasonable period (having regard to the nature of the Discount Sale Unit and the state of the market) for the proper marketing of the Discount Sale Unit for the agreement of price and terms and for the completion of the same;</li> <li>(d) 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;</li> <li>(e) that no account is taken of any additional bid by a purchaser with a special interest; and</li> <li>(f) that each party had acted knowledgeably prudently and without compulsion.</li> </ul>
<b>Mortgagee</b>	in respect of a Registered Provider a 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 chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a <b>Receiver</b> )) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title

	through such mortgagee or chargee or Receiver;
<b>Occupy</b>	to occupy for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration, marketing, display or security of the Development and "Occupied" shall be construed accordingly;
<b>Over 55 Accommodation</b>	a Dwelling that shall not be Occupied by a person under the age of 55 years (except that in circumstances of a married couple or civil partnership at least one person in the married couple or civil partnership is not less than 55 years of age) or by a person certified by the Council as requiring accommodation habitable without necessitating the need for access to upper floors ;
<b>Plan</b>	the plan attached to this agreement and showing the Land edged red and the layout of the Development;
<b>Planning Application</b>	the application which was submitted by the Owner to the Council on 4 July 2023 and allocated reference number 3/2023/0540;
<b>Planning Permission</b>	the planning permission to be granted by the Council pursuant to the Planning Application;
<b>Practical Completion</b>	the issue of a cover note by the new home warranty provider for the relevant Dwelling confirming that the new home warranty provider has inspected the relevant Dwelling and that they are satisfied with the relevant Dwelling and that the new home warranty will be issued and "Practically Completed" shall be construed accordingly
<b>Priority Order</b>	<p>the following cascading order of persons to whom an Affordable Housing Unit must be offered in accordance with paragraph 1.7 or 1.12 of Schedule 1:-</p> <ul style="list-style-type: none"> <li>(a) people who have lived in the Borough of Ribble Valley for at least 5 of the last 10 years;</li> <li>(b) people who 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</li> </ul>

the electoral roll or (if such persons are not on the electoral roll) utility and council tax bills);

- (c) people who previously lived in the Borough of Ribble Valley for not less than 3 years but were forced to move away because of the lack of Affordable Housing;
- (d) people who (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;
- (e) people who currently have 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 3 years; and
- (f) people who are the wife, husband or civil partner (as defined in the Civil Partnership Act 2004) or are the resident dependent (such as a child) of such a person specified in (i) to (v) above.

**Protected Tenant**

any tenant who:

- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being enforced (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) has acquired an Affordable Housing Unit from a Registered Provider through Social HomeBuy funded pursuant to section 19(3) of the Housing and Regeneration Act 2008, or any amendment or replacement thereof;
- (d) has been granted a Shared Ownership Lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned

by the Tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining shares so that the tenant owns the entire Affordable Housing Unit;

and any person or body and/or their mortgagee deriving title through or from any of the parties mentioned in paragraphs (a) to (d) above;

**Registered Provider**

a company or organisation whose aim or function includes the provision and management of Affordable Housing (including Affordable Housing of the type and amount proposed within the Development) and which is either:

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

**Shared Ownership Lease**

a lease in the form of the Homes England model shared ownership lease as amended from time to time and on terms that permit part purchase of a minimum of 10% (ten per cent) of the equity in a Dwelling together with the rent payable for the open market rack rental value of the un-purchased percentage of the equity in the unit up to a value which does not exceed the rent set by Homes England from time to time (or such other rent or form of lease approved in writing by the Council in its absolute discretion) and permits staircasing up to 100% (one hundred per cent) ownership;

**Shared Ownership Units**

an Affordable Housing Unit made available and sold subject to a Shared Ownership Lease;

**2. INTERPRETATION**

- 2.1 References to any party shall include the successors in title of that party and those deriving title through that party and, in the case of the Council, the successors to their functions.



- 2.2 Obligations entered into by a party which comprises more than one person shall be deemed to be entered into jointly and severally.
- 2.3 Words importing persons include firms, companies and bodies corporate and vice versa.
- 2.4 Words importing the singular shall include the plural and vice versa.
- 2.5 Words importing anyone gender shall include either other gender.
- 2.6 Construction of this Agreement shall ignore the headings, contents list and front sheet (all of which are for reference only).
- 2.7 References to a numbered clause, schedule, paragraph or appendix are references to the clause, schedule, paragraph or appendix of or to this Agreement so numbered.
- 2.8 Any reference to a statutory provision shall be deemed to include:
- (a) any subsequent re-enactment or amending provision; and
  - (b) every statutory instrument, direction or specification made or issued under that provision or deriving validity from it.
- 2.9 An obligation to do something includes an obligation to procure it to be done and
- 2.10 An obligation not to do something includes an obligation not to allow it to be done.

### **3. ENABLING PROVISIONS**

- 3.1 This Agreement is a planning obligation by agreement made pursuant to the provisions of Section 106 of the 1990 Act with the intention of binding the Land and every part of the Land in accordance with that section.
- 3.2 Insofar as any of the covenants contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to Section 111 of the Local Government Act 1972 and all other enabling powers.

### **4. DATE OF EFFECTIVENESS**

- 4.1 The obligations contained in this Agreement shall come into effect and bind the Owner from the date of this Deed.

### **5. COVENANTS WITH THE COUNCIL**

- 5.1 The Owner covenants with the Council with the intention of binding the Land and every part of the Land:
- (a) to observe and perform the obligations set out in the First Schedule; and
  - (b) agree with the Council that:

- (i) the obligations in this clause 5 constitute a planning obligation for the purposes of section 106(9)(a) of the Act; and
- (ii) the Council is the local planning authority by whom the obligations in this clause 5 are enforceable for the purposes of section 106(9)(d) of the Act.

## **6. COVENANTS BY THE COUNCIL**

### **6.1 The Council covenants with the Owner:**

- (a) upon written request of the Owner at any time after any of the obligations of the Owner under this Agreement have been performed or otherwise discharged to issue written confirmation thereof; and
- (b) Where its approval is required to any matter under this Agreement not to unreasonably withhold or delay such approval.

## **7. NOTICES**

### **7.1 All notices, demands or other written communications to or upon the parties pursuant to this Agreement shall be deemed to have been properly given or made if despatched by first recorded delivery letter to the party to which such notice, request, demand or other written communication is to be given or made under this Agreement and addressed as follows:**

- (a) in the case of the Council sent to the Council Offices, Church Walk, Clitheroe, Lancashire BB7 2RA; and
- (b) in the case of the Owner or the Legal Mortgagee to their registered office or such other address for service as shall have been previously notified to the other party marked for the attention of a director or the company secretary.

### **7.2 Any such notice, request or demand or other written communication shall be deemed to have been served at the expiration of 48 hours after the envelope containing the same was delivered into the custody of the postal authority within the United Kingdom and in providing such service it shall be sufficient to prove that the envelope containing such notice, request, demand or other written communication was properly addressed and delivered into the custody of the postal authority in a prepaid first class or recorded delivery envelope (as appropriate).**

## **8. CESSATION AND LIABILITY**

### **8.1 This Agreement shall cease to be of effect if the Planning Permission:**

- (a) is quashed as a result of legal proceedings without the relevant planning permission having been implemented; or
- (b) is revoked; or
- (c) is modified by any statutory procedure without the consent of the Owner.

- 8.2 The cessation of this Agreement shall not affect the liability of any party for any earlier breach.
- 8.3 Upon the cessation of this Agreement the Council shall forthwith procure the removal (or in the case of a cessation affecting only part of the Land a modification) of entries relating to this Agreement from the register of local land charges.
- 8.4 No person shall be liable for any breach of the covenants, restrictions or III obligations contained in this Agreement occurring after he has parted with his interest in the Land or part of the Land in respect of which the breach occurs.
- 8.5 Upon the performance discharge or other fulfilment of the obligations (or any of them) of the Owner under the terms of this Agreement such obligation or obligations shall absolutely cease and determine.

## **9. LOCAL AUTHORITY POWERS**

- 9.1 Nothing in this Agreement fetters or restricts the exercise by the Council of its powers.

## **10. LOCAL LAND CHARGE**

- 10.1 This Agreement is a local land charge and shall be registered by the Council as such.

## **11. RIGHTS OF THIRD PARTIES**

- 11.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## **12. EXECUTED AS A DEED**

- 12.1 This Agreement is a deed within the meaning of section 1 of the Law of Property (Miscellaneous Provisions) Act 1989 and is executed as such.

## **13. DISPUTE RESOLUTION**

- 13.1 Any dispute or difference arising out of this Agreement shall be submitted for the determination of an expert.
- 13.2 The expert shall be appointed by the parties jointly or, in default, of agreement within 10 clear Working Days after either party has given to the other a written request requiring the appointment of an expert, by the President of the Royal Institute of Chartered Surveyors ("the President").
- 13.3 The President shall, if so requested, appoint an independent chartered surveyor as such expert or other person qualified in the discipline that the President deems appropriate for the dispute or difference in question. The expert so appointed must:-
- (a) act as an expert and not as an arbitrator;

- (b) afford the parties the opportunity within reasonable time limits to make representations to him;
  - (c) inform each party of the representations of the other;
  - (d) afford each party the opportunity within reasonable time limits to make representations to him on the representations of the other; and
  - (e) notify the parties of his decision, with reasons, as quickly as practicable.
- 13.4 The fees and expenses of the expert including the cost of his nomination shall be borne equally by the parties who shall bear their own costs as to the submission and determination of the dispute or difference by the expert.
- 13.5 The expert's determination is to be conclusive and binding on the parties except:-
- (a) where there is a manifest error; and/or
  - (b) on a matter of law.
- 13.6 Either party may pay the share of the expert's fees and expenses due from the other party on behalf of the other party if such share is not paid within 20 Working Days of demand by the expert in which case the amount so paid plus all incidental expenses shall become a debt due and immediately payable to the paying party from the other party.

#### **14. PAYMENTS DUE AND VAT**

- 14.1 All sums payable by the Owner to the Council under the provisions of this Agreement shall be paid within 14 days of the dates specified.
- 14.2 The Owner shall pay the Council's legal costs in connection with preparation of this Agreement on the execution thereof provided always that such sum shall not exceed £500.

#### **15. INTEREST**

- 15.1 If either party shall fail to pay any sums due under the terms of this Agreement within 14 days of the due date that party shall become liable to pay interest on such sums from the date that they become due to the date on which they are actually paid at the rate of three per centum (3%) above the base lending rate of Barclays Bank Plc from the time being and from time to time in force.

#### **16. AGREEMENTS AND DECLARATIONS**

- 16.1 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.
- 16.2 In the event that any of the provisions of this Agreement are unenforceable this shall not affect the enforceability of the remaining provisions hereof.

- 16.3 Any variation of this Agreement agreed between the Owner and the Council in writing shall not vitiate the remainder of this Agreement which shall remain in full force and effect subject to the amendment or amendments so agreed.
- 16.4 Where any consent or approval is required under the terms of this Agreement such consents or approval shall not be unreasonably withheld or delayed.
- 16.5 The covenants on the part of the Owner contained in this Agreement shall not be enforceable against individual purchasers of dwellings units forming part of the Development or against statutory undertakers in relation to any parts of the Land acquired by them for electricity sub-stations, gas governor stations or pumping stations.

**17. GOVERNING LAW**

- 17.1 The parties hereto hereby acknowledge that this Agreement shall be subject to the law of England and Wales as it applies in England and shall be governed by the jurisdiction of the Courts therein.

**18. ENTRY ONTO COUNCIL LAND**

- 18.1 This Agreement does not give any expressed or implied consent for any party to enter onto Council owned land for any purpose whatsoever any such consent will have to be obtained separately from the Council as and when necessary. The Council as landowner will have the right to refuse any such request for consent.

**19. LEGAL MORTGAGEE**

- 19.1 The Legal Mortgagee consents to this Agreement being entered into with the intention that its interest in the Land in the form of the Legal Charge will be bound by the terms of this Agreement as If this Agreement had been executed and registered as a local land charge before the execution of the Legal Charge.
- 19.2 Notwithstanding clause 19.1, the Legal Mortgagee will not incur any liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Land or any part of it.

**20. COMMUNITY INFRASTRUCTURE LEVY**

- 20.1 It is hereby agreed and declared that the Owner will not be liable to make any payments pursuant to the Community Infrastructure Levy which duplicate the contributions for which the Owner is liable under the terms of this Agreement.

IN WITNESS whereof the Owner and the Council have executed this document as a Deed and delivered it the day and year first above written.

## SCHEDULE 1

### Covenants by the Owner

The Owner covenants with the Council as follows:

#### **1 Affordable Housing**

1.1 Sixteen of the Dwellings to be provided within the Development shall be constructed, provided and Occupied as Affordable Housing Units as follows:

(a) Ten Shared Ownership Units;

(b) Six Affordable Rent Units;

and the Sixteen Affordable Housing Units shall comprise plots 3, 7, 14, 20, 21, 35, 36, 37, 42, 43, 44, 45, 46, 51, 52 & 53 within the Development

1.2 Not to Occupy the Development until the location of the Ten Shared Ownership Units and the Six Affordable Rent Units is agreed in writing with the Council. Thereafter the Shared Ownership Units and Affordable Rent Units shall be constructed in the locations so agreed.

1.3 Not to Occupy or permit the Occupation of any Affordable Housing Unit until a cover note for the relevant Affordable Housing Unit has been issued by the new home warranty provider confirming that the new home warranty provider has inspected the relevant Affordable Housing Unit and that they are satisfied with the relevant Affordable Housing Unit

1.4 (Unless otherwise agreed in writing with the Council) not to Occupy or permit the Occupation of any of the Affordable Housing Units until the Owner has made bona fide offers on an arm's length basis to enter into a contract to sell the Affordable Housing Units to one or more Registered Provider(s) in accordance with the approved plans and the terms of this Deed

1.5 From the date the Affordable Housing Units within the Development are first offered to a Registered Provider pursuant to paragraph ~~1.41.3~~ the Owner shall use reasonable endeavours to complete a Transfer of the Affordable Housing Units to a Registered Provider in accordance with the terms of this Deed prior to the Occupation of 90% of the Market Dwellings and the Owner shall not Occupy or permit the Occupation of more than 90% of the Market Dwellings until all of the Affordable Housing Units have been transferred to a Registered Provider PROVIDED THAT for the avoidance of doubt there shall be no obligation on the Owner to have commenced construction of the relevant Affordable Housing Units at the point when the said Affordable Housing Units are offered in accordance with paragraph ~~1.41.3~~.

1.6 To provide the Council or its agents with such information concerning negotiation between the Owner and a Registered Provider in respect of the Affordable Housing Units proposed to be transferred to a Registered Provider as the Council or its agents may reasonably request.

1.7 Each and every Affordable Housing Unit shall be used only as Affordable Housing and shall only be offered for Occupation to and Occupied by Eligible

Households in accordance with the Priority Order (unless otherwise agreed in writing with the Council) save that this obligation shall not be binding upon:

(a) any Chargee PROVIDED THAT:

- (i) such Chargee shall first give written notice to the Council of its intention to dispose of the relevant Affordable Housing Unit and shall have used reasonable endeavours over a period of 3 (three) months from the date of the written notice to complete a disposal of the relevant Affordable Housing Unit to another registered provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and;
- (ii) if such disposal has not completed within the 3 (three) month period, the Chargee shall be entitled to dispose of the relevant Affordable Housing Unit free from the affordable housing provisions in this Deed which provisions shall determine absolutely in respect of such Affordable Housing Unit

BUT FURTHER PROVIDED THAT at all times the rights and obligations of the Chargee in this paragraph 1.7 shall not require the Chargee to act contrary to its duties under the charge or mortgage nor oblige the Chargee to dispose of an Affordable Housing Unit at a sum which is insufficient to redeem the outstanding sum of the mortgage or charge plus costs;

- (b) 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
- (c) a disposal (and any subsequent Occupation) required by:
  - (i) any statutory provisions now or hereafter in force; or
  - (ii) Homes England; or
  - (iii) a court order

1.8 The Owner shall ensure that any Transfer of an Affordable Housing Unit to a Registered Provider shall contain the following provisions that shall be binding on the Registered Provider to whom the Affordable Housing Units are Transferred and all successors in title but subject to the provisions of paragraph 1.7 above:

- (a) A covenant that the Registered Provider shall not use the Affordable Housing Unit otherwise than for Affordable Housing;
- (b) A covenant that the Affordable Housing Unit shall only be offered for Occupation by Eligible Households in accordance with the Priority Order (unless otherwise agreed in writing with the Council); and

- (c) 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
- (d) A covenant that those Affordable Housing Units which are Shared Ownership Units shall not be Occupied other than under the terms of the Shared Ownership Lease.

1.9 In the event that:

- (a) the Registered Provider to whom an offer is made by the Owners in accordance with paragraph 1.4 declines to accept a Transfer of some or all of the Affordable Housing Units within the Development; or
- (b) no sale of some or all of the Affordable Housing Units within the Development has been effected within 6 months from either the Commencement of Development or the date the Affordable Housing Units were offered to the Registered Provider in accordance with paragraph ~~1.4~~1.4.3(whichever is the later)

then paragraph ~~1.10 below~~1.10 below shall apply in respect of such Affordable Housing Units.

1.10 Where this paragraph 1.10 applies then:

- (a) the Owner may at any time serve notice upon the Council stating that this paragraph 1.10 applies and providing evidence as to why despite complying with paragraph 1.5 the Owner has been unable to Transfer the Affordable Housing Units to the Registered Provider, together with evidence from the Registered Provider that they are not willing to so purchase the Affordable Housing Units (if such evidence is available);
- (b) upon receipt of the Owner's written notice served pursuant to sub-paragraph 1.10(a) the Council shall consider the evidence (if any is available) and confirm in writing within 10 Working Days of the date of receipt whether or not it agrees that despite complying with paragraph 1.5 the Owners have been unable to Transfer the Affordable Housing Units to the Registered Provider and in the event that the Council disagrees the Council shall set out its full reasons for such disagreement

1.11 In the event that the Council confirms in writing pursuant to sub-paragraph ~~1.10(b)~~1.10(b) that it disagrees that despite complying with paragraph 1.5 the Owner has been unable to Transfer the Affordable Housing Units to the Registered Provider then the Owner may:

- (a) make a further offer to Transfer the relevant Affordable Housing Units to the Registered Provider or another Registered Provider in accordance with paragraph 4 (in which case the Owner shall be entitled to invoke the procedure set out in this paragraph 1.11 in the event that some or all of the Affordable Housing Units have still not been Transferred to an Registered Provider at the end of a further period of 20 (twenty) Working Days beginning with the date of the making of such an offer); or



- (b) submit further evidence and submissions to the Council in order to address the Council's reasons for disagreement (in which case subparagraphs ~~1.10(a)~~~~1.10(a)~~ to ~~1.10(b)~~~~1.10(b)~~ shall apply mutatis mutandis to the Council's consideration of such evidence and submission; or
  - (c) refer any dispute or disagreement for independent determination in accordance with Clause 13 of this Deed.
- 1.12 In the event that the Council or an expert confirms pursuant to paragraph 1.11 or Clause 13 (as the context requires) that despite complying with paragraph 1.5 the Owner has been unable to Transfer the Affordable Housing Units to a Registered 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 paragraph 1, provided however that such disposal and any subsequent disposal shall be at no more than 70% of the Market Value and the Owner consents to the Discount Sale Restriction being entered to the title for the Discount Sale Unit and the provisions of paragraphs 1.13 and 1.14 shall continue to apply,
- 1.13 In the event of a disposal of any of the Affordable Housing Units as Discount Sale Units then the Owner shall ensure that any Transfer of an Affordable Housing Unit shall contain the following provisions that shall be binding on the person to whom the Discount Sale Unit is Transferred and all successors in title:
- (a) A covenant that the owner shall not use the Discount Sale Unit other than as their primary place of residence
  - (b) A covenant that the Discount Housing Unit shall only be offered for Occupation by Eligible Households in accordance with the Priority Order (unless otherwise agreed in writing with the Council)
- 1.14 Each and every Discount Sale Unit shall be used only as a Discount Sale Unit and shall only be offered for Occupation to and Occupied by Eligible Households in accordance with the Priority Order (unless otherwise agreed in writing with the Council) save that this obligation shall not be binding upon:
- (a) any Chargee PROVIDED THAT:
    - (i) such Chargee shall first give written notice to the Council of its intention to dispose of the relevant Discount Sale Unit and shall have used reasonable endeavours over a period of 3 (three) months from the date of the written notice to complete a disposal of the relevant Discount Sale Unit to a Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and;
    - (ii) if such disposal has not completed within the 3 (three) month period, the Chargee shall be entitled to dispose of the relevant Discount Housing Unit free from the provisions in this Deed which provisions shall determine absolutely in respect of such Discount Sale Unit

BUT FURTHER PROVIDED THAT at all times the rights and obligations of the Chargee in this paragraph ~~1.74.6~~ shall not require the Chargee to act contrary to its duties under the charge or mortgage nor oblige the Chargee to dispose of a Discount Sale Unit at a sum which is insufficient to redeem the outstanding sum of the mortgage or charge plus costs;

- (b) a disposal (and any subsequent Occupation) required by:
  - (i) any statutory provisions now or hereafter in force; or
  - (ii) Homes England; or
  - (iii) a court order

## **2 Over 55 Accommodation**

2.1 Six Dwellings comprising plots 31, 32, 33, 34, 42 & 43 as shown on Plan 1 shall be provided as Over 55 Accommodation.

2.2 Any Dwelling provided as Over 55 Accommodation:

- (a) shall not be Occupied by a person under the age of 55 years (SAVE THAT in circumstances of a married couple or civil partnership at least one person in the married couple or civil partnership is not less than 55 years of age)
- (b) shall only be Transferred subject to a covenant that the Over 55 Accommodation shall not be Occupied by a person under the age of 55 years (SAVE THAT in circumstances of a married couple or civil partnership at least one person in the married couple or civil partnership is not less than 55 years of age)

2.3 Prior to any disposal (whether by way of freehold or otherwise) of any Dwelling Over 55 Accommodation the Owners shall enter a restriction with the Land Registry on the title to the Dwelling consisting of Over 55 Accommodation as follows:

““No disposition of the registered estate (other than a charge) by the proprietor of the registered estate is to be registered without a written consent by the solicitor of the disponor or the donee or Ribble Valley Borough Council that the provisions of paragraph 2.2(b) of Schedule 1 of a Section 106 Agreement dated [DATE OF AGREEMENT] and made between (1) Ribble Valley Borough Council and (2) Stockport Development Limited and (3) Seddon Investments Limited have been complied with or do not apply to the disposition”

THE COMMON SEAL of  
**RIBBLE VALLEY BOROUGH COUNCIL**  
was affixed to this deed  
in the presence of:

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Mayor

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Chief Executive

**EXECUTED** as a **DEED** by  
**STOCKPORT DEVELOPMENT LIMITED**  
acting by a director in the presence of:

---

Signature

**WITNESS**

Signature: .....  
Print name: .....  
Address: .....  
.....  
.....  
Occupation: .....

**EXECUTED** as a **DEED** by  
**SEDDON INVESTMENTS LIMITED**  
acting by a director in the presence of:

---

Signature

**WITNESS**

Signature: .....  
Print name: .....  
Address: .....  
.....  
.....

Occupation: .....