Dated **20xx**

(1) South Holland District Council

and

(2) The Owner Proctor Bros Long Sutton Ltd

and

(3) The Buyer DCF Builders Ltd

PLANNING OBLIGATION BY DEED
Section 106 of the Town and Country Planning Act 1990

Relating to land at
St James Road, Long Sutton

South Holland District Council
Council Offices
Priory Road
Spalding
PE11 2XE

SHDC Reference: LD/[planning application number H11-0936-18]

Date 2020

BETWEEN

(1) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices, Priory Road, Spalding, PE11 2XE ("the Council"); and

(2) **NAME OF OWNER(S)** of...Proctor Bros Long Sutton Ltd.("the Owner");

(3) **NAME OF BUYER – DCF Builders Ltd** ("the buyer")

INTRODUCTION

(A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Land is situated.

(B) The Owner is the freehold owner of the Land [registered under title number xxxxxxxxx] or [demonstrated by Conveyance dated xx xxxxxxxxxxx xxxx between xxxxxxxxxxxxxx and xxxxxxxxxxxxxxx(1) and xxxxxxxxxxxx (2)] [free from encumbrances] or [which is subject to a Registered Charge in favour of the Mortgagee dated [DATE] referred to in entry number [NUMBER] of the charges register of title number [NUMBER]].

(C) The Owner has [via his agents] applied to the Council for planning permission for the Land under reference [H11-0936-18] for residential development for 6 Dwellings.

(D) The Council resolved on [INSERT DATE] to grant Planning Permission for the Development in accordance with the Application subject to the Owner entering this Deed which will ensure that the dwellings situated on the land (in red) are used as Low Cost Units, without which Planning Permission for this Development would be refused.

(E) The parties have agreed to enter into this Deed in order to secure the planning obligations contained in this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

1. DEFINITIONS

For the purposes of this Deed the following expressions shall have the following meanings:

The Act	means the Town and Country Planning Act 1990 (as amended) or successor legislation
Additional Assessment Information	means such additional information as the Council may reasonably require a prospective purchaser to provide to enable the Council to make an assessment of whether that prospective purchaser meets the Occupation Criteria where the Assessment Information already provided by that prospective purchaser is insufficient for whatever reason AND FOR THE AVOIDANCE OF DOUBT the Council may seek Additional Assessment Information more than once and may seek such information either verbally or in writing
Affordable Housing	means Social Rented Dwellings and Intermediate Dwellings provided to a person in Local Housing Need
Assessment Information	means such information as the Council may require a prospective purchaser to provide in such format as the Council may require to enable the Council to make an assessment of whether that prospective purchaser meets the Occupation Criteria
Assessment Period	means a period of 42 days from Receipt of the Assessment Information
Chargee	means any mortgagee or chargee of the Owner or any receiver or manager (including an administrative receiver) appointed pursuant to the Law of Property Act 1925
the Commencement Date	means the date on which the Development commences by the carrying out of a "material operation" as defined by section 56 of the Act and notwithstanding the provisions of section 56(4)(a) of the Act the construction of boundary fencing or hoarding ground investigations demolition site survey works and site clearance and site preparation shall not constitute a "material operation" for the purposes of this Deed
the Development	means the erection of 6x 3bedroom dwellings on the Land (Red) in accordance with the details approved by the Planning Permission
the Expert	means an independent expert (not being the Valuer) being a chartered surveyor of no less than 3 years post qualification experience and with local expertise appointed and acting in the manner set out in the Second Schedule hereto

the Land (Red)	means the land at 13 Bridge Road Long Sutton registered at the Land Registry under title LL241166 against which the provisions of this Deed shall be enforceable and which is shown edged red on the Plan
Local Housing Need	means (subject to clause 4.8) local housing need as determined by the Council in accordance with Appendix A of the Council's Supplementary Planning Guidance/Document on Affordable Housing (as may be amended from time to time) or in accordance with such other plan framework or other document as may from time to time contain the Council's approved definition of local housing need
Low Cost Unit	means the existing dwelling situate on the Land (Red) and which is in accordance with the terms of this Deed to be sold at the Sale Price to persons who meet the Occupation Criteria and occupied as such
Market Value	means the leasehold or freehold (as appropriate) market value of the Low Cost Unit as a dwelling with vacant possession obtainable on an arms length transaction without reference to any restrictions imposed by this Deed
Occupation Criteria	means (subject to clause 4.8 below) such person or persons who: (i) are in Local Housing Need and (ii) who will occupy a Low Cost Unit as their sole residence
Plan	means the plan attached to this Deed
Planning Permission	means full planning permission H11-0936-18 granted by the Council on XXXX for the Development
Purchase	means exchange of unconditionally legally binding contracts for the Transfer or other Disposition of the Low Cost Unit and "Purchased" shall be construed accordingly
Receipt (and Received)	means (in relation to the Assessment Information or the Additional Assessment Information) either (i) (where the information is delivered by pre-paid recorded delivery or registered post or is delivered personally to the Principal Office of the Council and an

	official receipt is issued) the date on which the Assessment Information or Additional Assessment Information (as appropriate) is received by the Council or (ii) (where the information is delivered by any other means) the date on which the Assessment Information or the Additional Assessment Information (as appropriate) is received by the Council officer responsible for making the assessment
Revaluation Notice	means a notice to be served by recorded delivery post by the Owner on the Council requesting that the Council appoint a Valuer to redetermine the Sale Price
Sale Price	means the freehold or leasehold (as appropriate) sale price of the Low Cost Unit being no more than 80% of the Market Value of that Low Cost Unit as determined by the Valuer (or in default of agreement between the Owner and the Council by the Expert in accordance with the Second Schedule hereto) and which shall be applied on all Transfers or other Dispositions of that Low Cost Unit
Social Rented Dwellings and Intermediate Dwellings	Social Rented Dwellings means dwellings owned and managed by a local authority or a Registered Social Landlord for which guideline rents are determined through the national rent scheme and which are occupied by persons in Local Housing Need and Intermediate Dwellings means dwellings offered at prices and rents above those of Social Rented Dwellings but below market price or market rents and which may include shared equity products or other low cost homes for sale and intermediate rent all as approved by the Council
Transfer or other Disposition	means a transfer of the freehold or leasehold interest in the Low Cost Unit and "Dispose" and "Disponee" shall be construed accordingly
the Valuer	means an independent chartered surveyor of no less than 3 years post qualification experience and with local valuation expertise to be appointed by the Council and for whose reasonable professional charges the Council shall (unless otherwise provided by this Deed) be reimbursed by the Owner within 21 days of receipt of such invoice sent by the Council to the Owner
Valuation Notice	means the notice to be served by the Owner

	on the Council by recorded delivery post requesting that the Council appoint the Valuer to determine the Sale Price and indicating whether the Owner intends to dispose of a freehold or leasehold interest in the Low Cost Unit and (where appropriate) the term of such leasehold interest
Working Days	means any day other than a Saturday, Sunday or public holiday in England and Wales

1.2 Interpretation

1.2.1 Where in this Deed reference is made to a clause paragraph schedule plan or recital such reference (unless the context otherwise requires) is a reference to a clause paragraph schedule plan or recital of or (in the case of a plan) attached to this Deed

1.2.2 Where in any schedule or part of a schedule reference is made to a paragraph such reference shall (unless the context otherwise requires) be to a paragraph of the schedule or (if relevant) part of a schedule

1.2.3 References in this Deed to the Owner and the Mortgagee shall include their successors in title and assigns and references in this Deed to the Council shall include its successors as the local planning authority for the area in which the Land (Red) is situated

1.2.4 Where the context so requires references in this Deed to the masculine shall include the feminine and vice versa and references to the body corporate and the singular shall include the plural and visa versa and covenants on the part of two or more persons shall be joint and several

1.2.5 References in this Deed to any statute or any section of any statute shall include reference to any statutory amendment modification or re-enactment thereof for the time being in force

2. FORMAL REQUIREMENTS

THIS DEED is made in pursuance of section 106 of the Act and section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 and all other powers enabling and enactments which may be relevant for the purpose of giving validity hereto or facilitating the enforcement of the obligations herein contained and is a planning obligation for the purposes of section 106 of the Act and shall be enforceable by the Council

3. COUNCIL'S COVENANTS

The Council covenants with the Owner that

3.1 upon receipt of a Valuation Notice or a Revaluation Notice the Council shall appoint a Valuer who shall determine the Market Value of the Low Cost Unit and the Council shall use reasonable endeavours to ensure that such determination is made within a period of three (3) weeks from the date of receipt of the Valuation Notice or the Revaluation Notice (as appropriate)

3.2 upon the Valuer determining or redetermining (as appropriate) the Market Value in accordance with clause 3.1 above the Council shall forthwith notify the Owner in writing of the Sale Price and shall (unless otherwise provided by this Deed) submit an invoice to the Owner in respect of the Valuer's professional charges

3.3 upon a prospective purchaser of the Low Cost Unit being referred to the Council for assessment of whether that person meets the Occupation Criteria the Council shall (if not already provided) advise the prospective purchaser to provide the Assessment Information and the Council shall notify the Owner and prospective purchaser of the Council's decision within the Assessment Period PROVIDED THAT

(a) subject to (c) below where the Council fails to notify the Owner and prospective purchaser of its decision within the Assessment Period the prospective purchaser shall be deemed to meet the Occupation Criteria
(b) where the Council requires Additional Assessment Information the Council shall seek such Additional Assessment Information within 28 days of Receipt of the Assessment Information and where the Council cannot make a decision due to its failure to request any Additional Assessment Information within the said 28 day period the prospective purchaser shall be deemed to meet the Occupation Criteria
(c) where the Council seeks Additional Assessment Information and such Additional Assessment Information (or any part thereof) is not Received by the Council at least 4 Working Days prior to the end of the Assessment Period then the prospective purchaser shall be deemed not to meet the Occupation Criteria and the Council shall notify the Owner and the prospective purchaser accordingly

3.4 in respect of clause 3.3 above notification of the Owner and the prospective purchaser may include verbal notification and where the Owner or prospective purchaser is notified in writing (which may include e-mail where the Owner or the prospective purchaser (as appropriate) has provided an e-mail address) notification shall be deemed to take place on the Working Day following the date of issue of such written notification

4. OWNER'S COVENANTS

The Owner covenants with the Council

Fees and Charges

4.1 to pay to the Council upon completion of this Deed the reasonable administrative and legal costs of the Council incurred in relation to the preparation and execution of this Deed and any other administrative and legal work deriving from it up to a maximum of £1500 (plus any VAT which may be payable thereon)

4.2 upon receipt of an invoice from the Council in respect of the reasonable professional charges of the Valuer to pay such sum to the Council within 21 days of receipt (receipt being deemed to be 1 Working Day following the date on which the Council issued the invoice)

Valuation of Low Cost Unit

4.3 that upon each and every Transfer or other Disposition of the Low Cost Unit (including for the avoidance of doubt any transfer or other disposition by or upon death where the owner of the leasehold or freehold (as appropriate) interest in a Low Cost Unit being the beneficiary is not able to comply with clause 4.10 below) the Owner shall serve a Valuation Notice on the Council

Marketing and Sale of Low Cost Unit

4.4 that following notification of the Sale Price for the Low Cost Unit (including for the avoidance of doubt any notification arising from the operation of clause 6.9.1 below) the Owner shall market the leasehold or freehold (as appropriate) interest in the Low Cost Unit at no more than the Sale Price (unless otherwise agreed in writing with the Council) In the event that the Owner or the Council disputes the Sale Price provided by the Valuer the Sale Price shall be such sum as shall be established under the dispute provisions in the Second Schedule of this Deed

4.5 so as to avoid bias in identifying prospective purchasers the Owner shall

(a) at the Owner's expense market the Low Cost Unit through an estate agent (which may include an internet estate agent)

(b) notify the Council of the details of all persons who make an offer for the Purchase of the Low Cost Unit

(c) ensure that any questionnaire (referred to in the note at the end of clause 4.9 below) received by the Owner or the estate agent acting for the Owner is immediately forwarded to the Council (for the attention of the Housing Strategy Team)

(d) not accept any offer to Purchase the Low Cost Unit unless and until the Low Cost Unit has been advertised in the property section of such newspaper(s) as shall be agreed in writing by the Council for at least three (3) weeks

4.6 that the Owner shall not require any purchaser or purchasers of the Low Cost Unit to pay to the Owner any fees charges or costs whatsoever other than the Sale Price

4.7 to notify the Council in writing where the Low Cost Unit has not been Purchased by a person or persons who satisfies the Occupation Criteria within a period of 6 calendar months from the date that the Owner is notified of the Sale Price for the Low Cost Unit (where the revaluation procedures in the Second Schedule are operated such notification shall refer to notification by the Expert) to enable the Council to determine whether or not to require a redetermination of Sale Price in accordance with clause 6.9.1 below (for the avoidance of doubt (i) this clause shall not prevent the Council or the Owner seeking a redetermination of Sale Price at any other time in accordance with clause 6.9 below and (ii) where a redetermination of Sale Price is sought in accordance with clause 6.9 below the Owner shall again be required to notify the Council in writing where the Low Cost Unit has not been Purchased by a person or persons who satisfies the Occupation Criteria within a further period of 6 calendar months from the date that the Owner is notified of the redetermined Sale Price)

4.8 *(this clause shall only apply where the Council's Supplementary Planning Guidance/Document on Affordable Housing or such other plan framework or other document as may from time to time contain the Council's approved definition of local housing need (and as referred to in the definition of Local Housing Need in clause 1.1 above) initially restricts purchasers to persons who live or work in an area which is less than the whole administrative area of the Council)*
in the event that no purchaser or purchasers have been found who satisfy the Occupation Criteria for the Low Cost Unit within six (6) calendar months after receiving notification of the Sale Price the Occupation Criteria shall be relaxed by the Council to allow approval of persons living or working (as appropriate) within the whole administrative area of South Holland District Council and who would otherwise meet the Occupation Criteria PROVIDED THAT such relaxation of the Occupation Criteria shall apply only upon the occurrence of the circumstances above and any person taking a transfer in those circumstances shall still be bound by the Occupation Criteria as defined in this Deed unless and until the above circumstances once again arise in relation to their sale of the Low Cost Unit

4.9 as soon as reasonably practicable after receiving an offer for the Purchase of a Low Cost Unit to refer the prospective purchaser or purchasers to the Council for determination of whether that person or persons meets the Occupation Criteria (NOTE: *the prospective purchasers will be required to complete and return to the Council a questionnaire)*

4.10 not at any time to occupy or allow or permit the Low Cost Unit to be occupied other than by the owners of the leasehold or freehold (as appropriate) interest in the Low Cost Unit being a person or persons whom the Council has confirmed in writing meets the Occupation Criteria and who occupies the Low Cost Unit as their sole residence in accordance with the Occupation Criteria

4.11 (a) not to Transfer or otherwise Dispose of the Low Cost Unit other than at the Sale Price to a person or persons whom the Council has confirmed in writing meets the Occupation Criteria

(b) that prior to any Transfer or other Disposition of the Low Cost Unit the Owner shall procure that the purchaser (and where applicable jointly and severally) enters into direct covenants with the Council (in the form annexed hereto as the First Schedule to this Deed or in such other form as the Council shall reasonably require) to comply with the obligations on the part of the Owner contained in this Deed and upon completion of this Deed and subsequently upon any such Transfer or other Disposition to enter a restriction at the Land Registry against the registered title of the Land (Red) (if not already registered) in the following terms:

"No disposition of [that part of] the registered estate [shown edged [ ] on the title plan] (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge not being a charge registered before the entry of this restriction is to be registered without a certificate signed by South Holland District Council of Council Offices Priory Road Spalding PE11 2XE or their Conveyancer that the provisions of clause 4.11 of a Section 106 Agreement dated [ ] made between (1) South Holland District Council and (2) Proctor Bros Long Sutton Ltd and (3) DCF Builders Ltd have been complied with or that they do not apply to the disposition"

4.12 that where the Sale Price of the Low Cost Unit has been referred to an Expert by the Owner in accordance with the provisions of this Deed the Owner shall not appoint that Expert to act for the Owner in the sale of the Low Cost Unit

5. MORTGAGEE'S CONSENT

The Mortgagee hereby consents to the execution of this Deed and acknowledges that subject as herein provided the Land (Red) shall be bound by the restrictions and obligations contained in this Deed

6. AGREEMENTS AND DECLARATIONS

The parties agree and declare that

6.1 the covenants contained in this Agreement shall take effect upon the Commencement Date

6.2 no person shall be liable for a breach of the restrictions and obligations contained herein after that person has parted with their interest in the Land (Red) or the part in respect of which the breach occurs but without prejudice to any liability for any breach committed prior to such parting

6.3 nothing in this Deed shall prohibit or limit the right to develop any part of the Land (Red) in accordance with a planning permission (other than approval for the scheme of Affordable Housing referred to in Recital E of this Deed) granted (whether or not on appeal) after the date of this Deed

6.4 nothing contained or implied in this Deed shall prejudice or affect the rights powers duties and obligations of the Council in the exercise of its functions as local authority and its rights powers duties and obligations under all public and private statutes bye-laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed

6.5 if any provision of this Deed shall be held to be invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired

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

6.7 this Deed is a local land charge and shall be registered as such

6.8 if the Planning Permission shall expire before the Commencement Date or shall at any time be revoked or shall be quashed as a result of legal proceedings this Deed shall (provided clause 4.1 above has been complied with) forthwith determine and cease to have effect and the Council shall (subject to compliance with clause 4.1 above) thereupon procure that any entry referring to this Deed in the register of local land charges shall be removed forthwith

6.9 in the event that during any period of marketing of the Low Cost Unit the Owner or the Council is of the opinion that the Sale Price of the Low Cost Unit should be redetermined then provided over six (6) calendar months have expired since the Owner was notified of the Sale Price as determined by the Valuer or the Expert (as appropriate) either

6.9.1 *(where the Council considers that the Sale Price should be redetermined)* the Council shall notify the Owner in writing that it considers that the Sale Price should be redetermined and shall seek a redetermination of the Sale Price in accordance with the requirements of clauses 3.1 and 3.2 above (but excluding any requirement for prior receipt of a Valuation Notice or Revaluation Notice) and once the Owner has been notified of the Sale Price as redetermined by the Valuer (or the Expert as appropriate) then all of the effective provisions of this Deed shall for the purposes of that sale of the Low Cost Unit thereafter apply as if reference to the Sale Price was reference to the

redetermined Sale Price but for the avoidance of doubt it is hereby agreed that (i) the Owner may continue to market the Low Cost Unit at the previous Sale Price until such time as the Owner receives notification of the redetermined Sale Price and (ii) the Owner shall not be required to reimburse the relevant valuation fee relating to such redetermination of the Sale Price or

6.9.2 *(where the Owner considers that the Sale Price should be redetermined)* the Owner shall serve the Revaluation Notice on the Council whereupon the Council shall seek a redetermination of the Sale Price in accordance with the requirements of clauses 3.1 and 3.2 above (and where this applies clause 4.2 above shall apply) and once the Owner has been notified of the Sale Price as redetermined by the Valuer (or the Expert as appropriate) then all of the effective provisions of this Deed shall for the purposes of that sale of the Low Cost Unit thereafter apply as if reference to the Sale Price was reference to the redetermined Sale Price but for the avoidance of doubt it is hereby agreed that the Owner may continue to market the Low Cost Unit at the previous Sale Price until such time as the Owner receives notification of the redetermined Sale Price

6.10 the Council's decision on whether a prospective purchaser meets the Occupation Criteria shall be final and binding

7. EXCLUSION OF THIRD PARTY RIGHTS

Nothing herein contained or implied shall give or be construed as giving rights privileges powers or enforceability other than to the parties executing this document and their successor (if any) as defined herein and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained

8. EXECUTION AND DELIVERY

This document is executed as a deed and is delivered on the date stated at the beginning of this Deed.

9. CHARGEE EXEMPTION CLAUSE

9.1 The provisions under this Deed shall not be binding on any Chargee PROVIDED THAT the Chargee prior to seeking to dispose of the Low Cost Unit pursuant to any default under the terms of its mortgage or charge gives not less than three (3) months prior notice to the Council of its intention to dispose and

9.1.1 in the event that the Council responds within two (2) months from receipt of the notice indicating that arrangements for the transfer of the Low Cost Unit can be made in such a way as to safeguard the Low Cost Unit as Affordable Housing in accordance with this Deed then the Chargee shall co-operate with such arrangements and use reasonable endeavours to secure such transfer

9.1.2 if the Council does not serve its response to the notice served under paragraph (a) within the two (2) months then the Chargee shall be entitled to dispose free of the restrictions set out in this Deed

PROVIDED THAT at all times the rights and obligations in this clause shall not require the Chargee 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 Chargee in respect of moneys outstanding under the charge or mortgage and PROVIDED FURTHER THAT the Chargee does not allow the total sum secured on the Low Cost Unit including all accrued principal monies interest and costs and expenses by the Chargee in respect of the mortgage or charge to exceed the value of the Low Cost Unit valued as a single unit of Affordable Housing

AND FURTHER PROVIDED THAT the terms of this Deed shall continue to apply to any successor in title to the Chargee where the Council is able to arrange for the transfer of the Low Cost Unit in such a way as to safeguard the Low Cost Unit as Affordable Housing

FIRST SCHEDULE

(Form of Deed of Covenant by the purchaser of the unit of Affordable Housing required by clause 4.11)

THIS DEED OF COVENANT is made the day of

BETWEEN:

(1) (***NB: Insert name(s) of Purchaser***) of (***NB: Insert address of Purchaser(s)***) (hereinafter called "the Covenantor"); and

(2) **SOUTH HOLLAND DISTRICT COUNCIL** of Council Offices Priory Road Spalding in the County of Lincoln (hereinafter called "the Covenantee")

NOW THIS DEED WITNESSETH as follows:

1. **DEFINITIONS**

In this Deed unless the context otherwise requires the following words have the following meanings:

1.1 **"Agreement"**	means the Agreement dated [ ] made between (1) the Covenantee and (2) Proctor Bros Long Sutton Ltd and (3) DCE Builders Ltd entered into pursuant to section 106 of the Town and Country Planning Act 1990 and section 111 of the Local Government Act 1972 and section 1 of the Localism Act 2011 in respect of the provision of 6 units of affordable housing at Road Long Sutton St James
1.2 **"the Land ( )"**	means the land at St James Road Long Sutton shown edged on the Plan attached to the Agreement and registered at the Land Registry under Title Number XXXXXX
1.3 **"the Owner"**	means the Owner as defined in the Agreement

2. **INTERPRETATION**

In this Deed:-

2.1 obligations by any party which comprises more than one person will be deemed to be joint and several

2.2 words importing persons will include firms and companies and vice versa and, where expressed in the singular, will include the plural and vice versa:

2.3 words importing one gender will include the other genders;

2.4 headings are for ease of reference only and will not affect its construction

3. COVENANTOR'S COVENANT

3.1 The Covenantor HEREBY COVENANTS with the Covenantee and its successors in title and assigns with the intent and to bind the Land (Blue) and each and every part thereof into whosoever hands the same may come that the Covenantor and its successors in title will perform and observe such obligations and other requirements as are contained within the Agreement as if the Covenantor had been party to the Agreement Provided that the Covenantor shall on any subsequent transfer or other disposition of the Land (Red) be released from its obligations to the Covenantee under this deed in relation to the Land (Red) where the Covenantor has procured that the subsequent Owner acquiring the Land (Red) has executed and delivered to the Covenantee a deed of covenant in favour of the Covenantee in the same form as this deed or in such other form as the Covenantee reasonably requires

3.2 The Covenantor HEREBY FURTHER COVENANTS that the Covenantor shall
(a) at the same time that the Covenantor applies to the Land Registry to register the transfer or other disposition to the Covenantor of the Land (Red) and so long as the Land (Red) remains subject to the provisions of the Agreement also apply (at the cost of the Covenantor in respect of any registration fee payable to the Land Registry) to enter a restriction (if not already registered) in the Proprietorship Register of the title of the Land (Red) in the form of the restriction set out in clause 4.11 of the Agreement and shall ensure that such restriction has priority over any mortgage or charge registered at the same time
(b) following completion of the registration of the transfer or other disposition provide to the Covenantee a copy (certified by the Covenantee's solicitor as a true copy of the original) of the relevant title registers in respect of the Land (Red) confirming the due registration of the restriction and that the restriction has priority over any mortgage or charge registered at the same time

This Deed is executed as a deed and delivered on the date stated at the beginning of this deed

SIGNED AS A DEED by **xxxx** in the presence of:

SIGNED AS A DEED by **xxxx** in the presence of:

SECOND SCHEDULE
(Appointment of an Expert)

1. In the case of any dispute by either the Owner or the Council in respect of the Sale Price then either party may refer the matter to the Expert

2. The Expert shall act as an expert and not as an arbitrator

3. The Expert shall be agreed between the parties or in default of such agreement (where either party has given written notice to require the other party within ten Working Days to so agree) shall be appointed on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors or Vice President of the Institution and if the Expert appointed dies delays or becomes unwilling or unable to act for any reason another may be agreed or appointed in accordance with this paragraph which procedure may be repeated as many times as is necessary

4. The fees and expenses of the Expert (including the costs of his appointment) shall be borne as he shall decide or in the absence of any decision each party shall bear their own costs

5. The Expert shall afford the parties an opportunity to make representations to him and to comment on the representations of the other party

6. The determination of the Expert shall be made and communicated to the parties in writing within 28 days of the representations at paragraph 5 above and shall be final and binding on the parties

7. The Expert shall not subsequently act for the Owner in the sale of the Low Cost Unit

The **COMMON SEAL** of **SOUTH HOLLAND DISTRICT COUNCIL** was hereunto affixed in the presence of:-

Authorised Signatory

SIGNED as a **DEED** by **[INDIVIDUAL]** in the presence of:

Name of Witness

Signature of witness

Address

Occupation

EXECUTED as a **DEED** by

[COMPANY]

acting by a Director and its

Secretary or two Directors

Signature of Director

Signature of Secretary/Director

(OFFICIAL TITLE PLAN FROM LAND REGISTRY TO BE ADDED HERE, + REPLACE THIS PAGE.)

