

DATED *13 August* 2013

AGREEMENT

**THE COUNCIL OF
THE LONDON BOROUGH OF EALING
- and -
ACTON GARDENS LLP**

**Under Section 106 of the
Town and Country Planning Act 1990
and other Statutes
relating to land adjacent to
Bollo Bridge Road
All Saints Road and
Palmerstone Road
South Acton London W3 8TL
(South Acton Estate)
(OUTLINE PERMISSION PHASES 2-11 INCLUSIVE)**

**Director of Legal and Democratic Services
London Borough of Ealing
Perceval House
Uxbridge Road
Ealing
London W5 2HL
Legal/JNU/00656**

OUTLINE PERMISSION AGREEMENT

THIS DEED is made the 13th day of August 2013

BETWEEN

- (1) **THE COUNCIL OF THE LONDON BOROUGH OF EALING** of Town Hall, Ealing, London W5 2BY ("**Council**") and
- (2) **ACTON GARDENS LLP** (incorporated and registered in England and Wales under company registration number 0C315063, the registered office of which is at Countryside House The Drive Brentwood Essex CM13 3AT ("**Developer**")

WHEREAS:-

- (1) The Council is the local planning authority for the area within which the Property is situated for the purposes of s106 of the Planning Act and by whom the obligations in this deed are enforceable.
- (2) The Developer has an interest in the Property by virtue of the Development Agreement.
- (3) The Application has been submitted to the Council and the parties hereto have agreed to enter into this Deed in order to facilitate and enable the acceptable development of the Property.
- (4) The Developer and the Registered Provider intend to develop the Property and the Council has resolved to grant the Planning Permission for the development of the Property in accordance with the Application subject to the prior completion of this Deed.

NOW THIS DEED WITNESSES and IT IS HEREBY AGREED as follows:-

DEFINITIONS

1. In this Deed (including the Recitals and Schedules) the following expressions shall unless the context otherwise requires have the meaning ascribed to them below:-

EXPRESSION

MEANING

"Affordable Housing"

housing (provided through a Registered Provider) which is either:-

- i) accessible to people whose incomes are insufficient to enable them to afford adequate housing locally on the housing market
- ii) made available to Existing Residents

"Affordable Housing Premises"

that part of the Development comprising the Intermediate Housing Units and Rented Units and ancillary areas (if any)

"Affordable Units"

Dwellings with 3,922 affordable habitable rooms of which 3,014 habitable rooms to be provided in rented tenure to include 174 habitable rooms for persons over 55 years of age and 908 habitable rooms to be provided in intermediate tenure (or such other figures as shall be agreed with the Council under the Financial Viability Test for a Phase) together with all (if any) individual car parking spaces and garages and individual ancillary areas constructed for the said residential elements which are to comprise the Affordable Housing Premises and which are to be constructed as part of the Development in accordance with current HCA scheme development standards (being the criteria applied by the HCA to the physical standards of developments by Registered Providers which are funded by the HCA) (essential items only as a minimum standard) as in force at the date hereof

"Air Quality Contribution"

The sum of **£73,300** for the provision of air quality monitoring by the Council

"Application"

the planning application filed under the Council's reference **P/2012/0708** and validated by the Council on 20 February 2012 for the redevelopment of the Property

"Apprentice Placement"

programme undertaken by the Developer to employ up

Units respectively (being a deed which provides rights to the Council to nominate a person as the tenant or leaseholder) with such amendments as the Council and Registered Provider shall agree and for the avoidance of doubt any proposed amendment may also include reference to any of the schemes set out below:

- (a) Choice Based Lettings
- (b) Local Letting Plans

"Developer Obligations" the obligations undertaken by the Developer in this Deed

"Development" the development of Phases 2 – 11 of the Property pursuant to the Planning Permission P/2012/0708

"Development Agreement" the agreement dated 25 March 2011 and made between the Council (1) the Developer (2) London and Quadrant Housing Trust (3) Countryside Properties (UK) Ltd (4)

"Development Plan" Saved policies of the Ealing UDP Plan for the Environment (2004)
Ealing Development Strategy (2012)
London Plan 2011

"Dwelling" the maximum 2350 units of housing within the Development;

"Existing Dwellings" has the meaning given to it in the Development Agreement

"Existing Residents" either:-

- i) any person who owns the freehold or any leasehold interest in any Existing Dwelling as at the date of this Agreement; or
- ii) any person deriving title to an Existing Dwelling through a person referred to in paragraph i), provided he acquires his interest in the Existing Dwelling before the

Commencement of Development; or

- iii) tenants who are occupying Existing Dwellings on secure tenancies which shall extend to tenants who once occupied **an** Existing Dwelling but have been decanted to a dwelling outside the Property, and will be re-housed within the Development

"Education Contribution"	the total sum of £729,360 Indexed as a contribution towards the improvement of local education provision for school age children.
"Financial Viability Test"	A financial viability test to be submitted as part of each reserved matters application in respect of Phases 3 to 11 (inclusive) undertaken in accordance with the requirements of the Development Plan for the time being
"Framework Travel Plan"	a written plan which inter alia specifies and justifies the Developer's proposals to promote trips to and from the Development by modes of transport other than the motor vehicles. The plan will also ensure appropriate transport access and parking provision and the management arrangements necessary in order to sustain the plan in the future
"Framework Travel Plan Review Contribution"	the total sum of £10,000 for the monitoring and review of the Framework Travel Plan Indexed
"Head of Planning"	The Head of Planning Services for the time being of the Council or other person
"Health Care Provision"	means the sum of £550,285 for the provision of health care in the local area
"Highways Reinstatement Works "	means necessary reinstatement works following construction of the new development and based upon pre and post construction surveys
"HCA"	the Homes and Communities Agency or its statutory successor

"Scheme"	to 36 local persons in the construction of the Development, the ongoing maintenance and management of the Development and community projects on the South Acton Estate which shall provide for between 2 and 4 placements per each of Phases 3-11 inclusive (dependent on the size of Phase)
"Avenue Road Park"	the Avenue Road Park on the Southwest side of Avenue Road Acton W4 as shown on Plan 3 and titled "Avenue Road Park"
"Avenue Road Park Contribution"	means the sum of £370,000 towards the refurbishment of the reconfigured Avenue Road Park
"Blue Badge Holders"	any persons qualifying for disabled parking permits under the Disabled Persons (Badges for Motor Vehicles) (England) (Amendment no. 2) Regulations 207 (or such relevant regulation as may supersede them
"Bollo Brook Park"	Bollo Brook Park located on the north side of Bollo Bridge Road Acton as shown on Plan 3
"Bus Services Contribution"	means the sum of £450,000 toward funding the introduction or diversion of bus services through the Development by Transport for London
"Bus Stop Contribution"	means the sum of £40,000 toward funding for the provision of 2 pairs of new bus stops along the proposed new bus route within the Development by Transport for London
"Bus Driver Toilet"	means the provision of a bus driver unisex disabled toilet
"Car Club"	a pay-as-you-drive car club offering members access to a vehicle without ownership and which is designed to reduce the levels of car ownership by occupiers of the Development and by residents in the vicinity of the Development
"Car Club Spaces"	the 8 car club spaces to be located within the South

Acton Estate

"Central Plaza Public Open Space"	An area of publicly accessible open space comprising approximately 9,979m ² and shown for identification purposes tinted red on Plan 4 and labelled "Central Plaza".
"Community Development Fund Contribution"	£50,000 contribution per annum between 2013 and up to and including 2026 for the provision of employment and skills development opportunities, community engagement, the provision of suitable space for community activities and enterprise employment, in accordance with the provisions specifically set out within the Development Agreement.
"Commencement of Development"	the carrying out of a material operation as specified in Section 56 of the Planning Act SAVE FOR demolition site clearance ground excavations archaeological and site surveys and investigations works of decontamination and remediation laying and diversion of services and the erection of temporary fences and hoardings and temporary buildings moveable structures works plant or machinery and storage areas required temporarily in connection with and for the duration of operations in on over or under the Property and temporary access to the same and "Commence Development" shall be construed accordingly
"Community Facilities"	A minimum of 926m ² (Gross Internal Area) floorspace for the provision of a community centre and youth club and shown on Plan 5 coloured green.
"Council Obligations"	the obligations undertaken by the Council in this Deed
"CPZ"	a controlled parking zone in the vicinity of the Property being a parking scheme established and operated by the Council in which on-street parking in a particular area is restricted to only vehicles with parking permits issued by the Council for that scheme
"Deed of Nomination Rights"	Deed in the form annexed hereto at the Fourth Schedule for the Rented Units and the Intermediate

"Indexed"

increased in accordance with the formula whereby the payment is multiplied by the fraction A divided by B (except where A is less than B) where B represents the value of the Retail Prices Index as at the date of this Deed and A represents the value of the same index as at the date the relevant payment is made to the Council

"Intermediate Housing"

means:-

- i) housing as defined in the London Plan (as further detailed in the London Plan Supplementary Planning Guidance) being sub-market housing where costs, including service charges, are above target rents for social housing, but where those costs are affordable by households on incomes of less than **£64,300** for 1 and 2 bed properties and **£74,200** for 3 and more bed properties or such other figure in force in the last-published London Plan Annual Monitoring Report at the time of rent and this can include shared ownership, sub-market intermediate rent provision and market provision, where this affordability criteria is met and where provision is appropriate to meeting identified requirements; or
- ii) housing made available (whether at a rent or by way of a shared equity arrangement) to an Existing Resident

"Intermediate Housing Units"

Dwellings comprising a total of 908 habitable rooms be used for the purposes defined as Intermediate Housing

"Low Car Housing Scheme"

a development in which occupiers (other than Blue Badge Holders and Existing Residents without off-street parking) are not entitled to parking permits allowing them or their visitors to park their vehicles within the CPZ in which the development is located

"Multi Use Games Area (MUGA) Contribution"	the sum of £169,438 for the provision of a Multi Use Games Area by the Council within Bollo Brook Park
"Multi Use Games Area (MUGA) Commuted Sum Contribution"	the sum of £60,000 as commuted sum for the future maintenance of the Multi Use Games Area and all purpose weather pitch within Bollo Brook Park by the Council
"Management and Maintenance Plans"	management and maintenance plans relating to the Central Plaza Public Open Space, Community Facilities and West Allotments.
"North Park"	North Park as identified on Plan 3
"North Park Playground"	the playground to be constructed by the Developer in North Park
"North Park Playground Contribution"	the sum of £39,200 for use as a commuted sum towards the future maintenance of the North Park Playground
"Occupation"	first occupation for any purpose permitted by the Planning Permission but not including occupation by personnel engaged in construction fitting out or decoration or occupation for marketing or sales purposes or occupation in relation to security operations and "Occupy" "Occupier" "Occupied" and similar words shall be construed accordingly
"Open Market Dwellings"	A (maximum) total of 1160 dwellings (3,857 habitable rooms) to be constructed as part of the Development other than the Affordable Housing
"Phases of the Development"	means phases 2 – 11 inclusive of the Development as show on Plan 2 and "Phase" shall be interpreted accordingly
"Plan 1"	Plan 1 attached
"Plan 2"	Plan 2 attached

"Plan 3"	Plan 3 attached
"Plan 4"	Plan 4 attached
"Plan 5"	Plan 5 attached
"Plan 6"	Plan 6 attached
"Planning Act"	the Town and Country Planning Act 1990 (as amended)
"Planning Permission"	the planning consent to be granted pursuant to the Application in the form of the attached draft (Council reference no. P/2012/0708) and for the avoidance of doubt the phrase "Planning Permission" shall for the purposes of this Deed include any varied or different planning permission granted on an application under Section 73 of the Planning Act relating to the Planning Permission
"Property"	the land against which this deed may be enforced being that that property known as the South Acton Estate comprising Phases 2-11 inclusive
"Pedestrian Cyclist and Road Safety Contribution"	the sum of £67,000 as a contribution towards the provision of pedestrian, cyclist and road safety improvements as identified within the Pedestrian Environment Review Systems audit as submitted by the Developer and which formed part of the Application
"Public Access Areas"	all those areas within the Development which are publically accessible which shall include the West Allotments; the Central Plaza Public Open Space and the Unadopted Streets
"Registered Provider"	London and Quadrant Housing Trust or other Registered Provider of social housing as defined in the Housing and Regeneration Act 2008 who is registered with the TSA pursuant to that Act and who is approved by the Council
"Social Rented"	Means properties to be let at an affordable rent either:-

- (i) as defined and set in accordance with the requirements of the TSA/HCA from time to time and /or
- (ii) subject to other rent controls which shall include the Ealing Tenancy Strategy 2012/2015 that require a rent of no more than 80% of the local market rent

"Social Rented Units" a total 3,014 habitable rooms (or such other number of units and habitable rooms as is approved by the Council) to be used and available for rent

"South Acton Estate" an area of land within South Acton providing housing and associated facilities which is being regenerated and which includes the Property as shown edged red on **Plan 1**

"Street Trees Contribution" the total sum of £45,800 Indexed as a commuted sum towards the maintenance of the 280 new street trees across the South Acton Estate

"TSA" The Tenant Services Authority or other body corporate charged with the functions of regulating the provision of Affordable Housing by a Registered Provider in the area of the Council as local planning authority

"Unadopted Streets" those surfaces dotted orange on Plan 6

"West Allotments" An area of approximately 4,553m² to be provided as allotment gardens comprising of approximately 2,262m² of the existing Jerome Tower allotments and an area of approximately 2,291m² of new allotments to the northern side of Enfield Road and shown for identification purposes tinted red on Plan 4 and labelled "West Allotments".

CONSTRUCTION OF THIS DEED

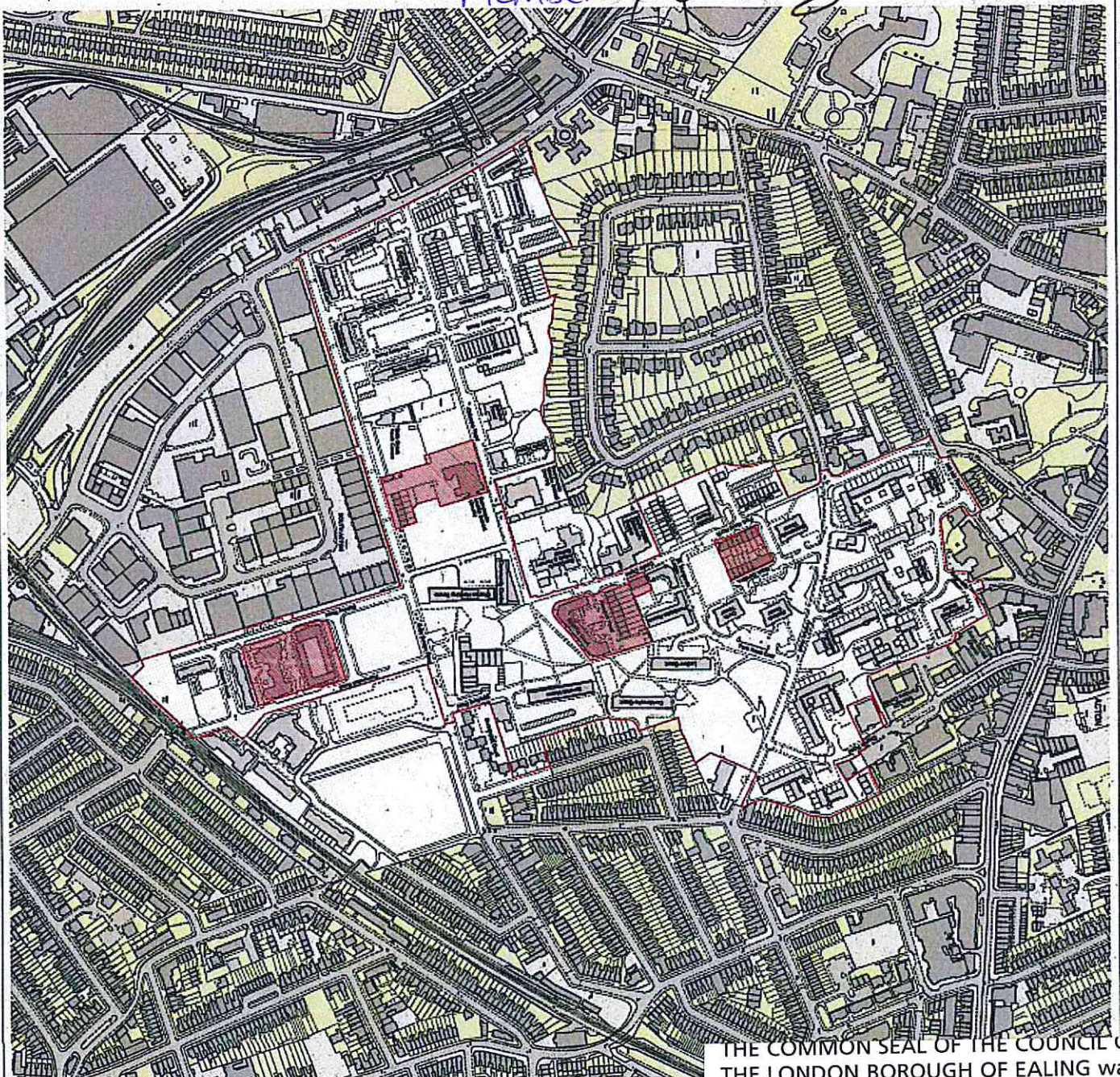
MEMBER *Alan*

x RSC

MEMBER *Alan*

x L40

Handwritten scribble/initials



THE COMMON SEAL OF THE COUNCIL OF THE LONDON BOROUGH OF EALING was hereunto affixed in the presence of:

USE SEAL BOOK

Vol. 7 No 247/203

Handwritten signature: Alan
Other illegible handwritten text



PLAN 1

FOR PLANNING

SAE AL 001

Existing site plan
 Application boundary
 F

Scale: 1:1000
 Date: 12/10/11
 Author: [illegible]
 Checker: [illegible]
 Approved: [illegible]

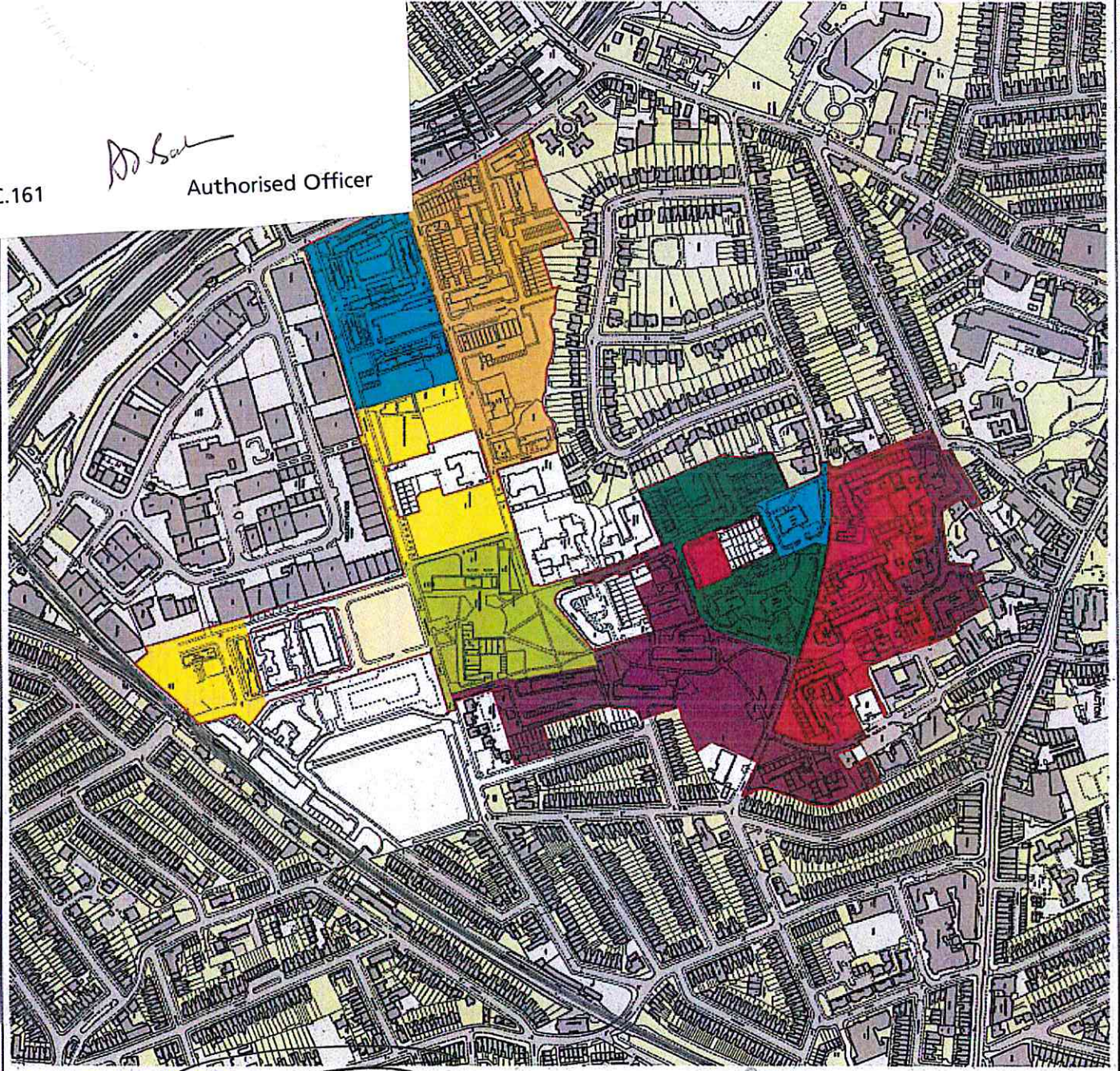
THE COMMON SEAL OF THE COUNCIL OF THE LONDON BOROUGH OF EALING was hereunto affixed in the presence of:

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 Vol. 7 No. 247/2013

AD Seal

TC.161

Authorised Officer



MEMBER *[Signature]*

x RSC

MEMBER *Adams*

x LTD

FOR PLANNING
 South Acton masterplan for Acton Gardens LP
 Existing site plan
 Design: Housing land parcel plan
SAE AL_004
 HTA 15000/150000

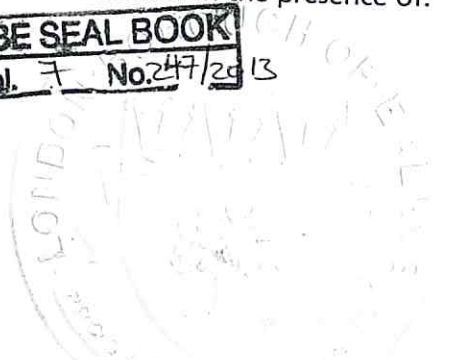
PLAN 2

KEY

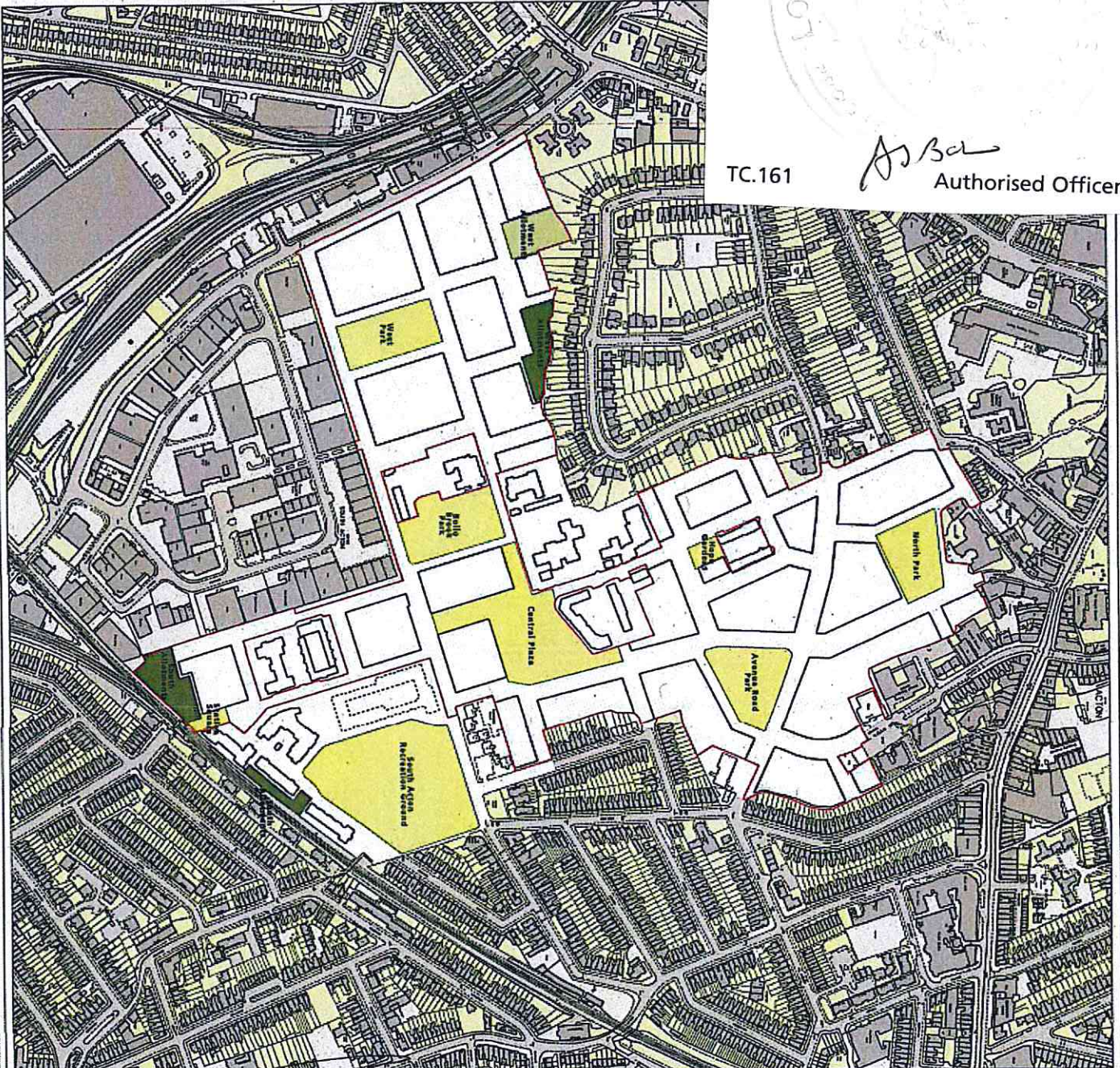
	Application boundary
	Phase 2
	Phase 3
	Phase 4
	Phase 5
	Phase 6
	Phase 7
	Phase 8
	Phase 9
	Phase 10
	Phase 11

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Vol. 7 No. 247/29 13



TC.161 *As Bel*
Authorised Officer



MEMBER *[Signature]*
MEMBER *[Signature]*

PLAN 3

FOR PLANNING
South Acton Metropolitan for Action Gardens LLP
Permitted plan from Public Open Space and Alterments SAE AL 105
D
C/O
HTA

Key

- Application boundary
- Building line
- Proposed public open space
- Existing Alterments
- Proposed Alterments

Total Area of Proposed Public Open Space
Total Area of Alterments

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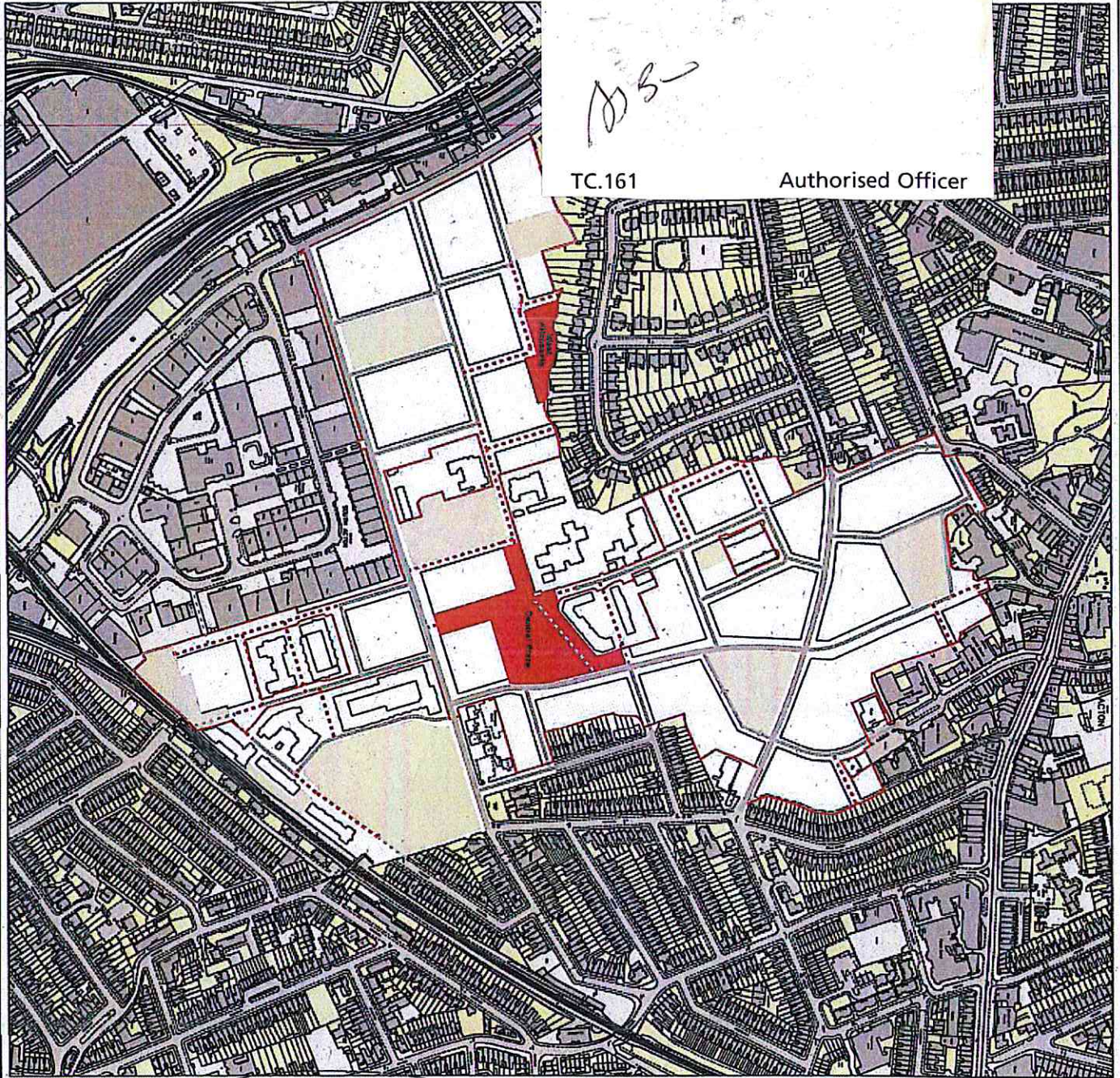
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Vol. 7 No. 247/2013

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TC.161

Authorised Officer



MEMBER *[Signature]*

MEMBER *Atang*

FOR INFORMATION
South Acton multiplex for
Aerial Survey Ltd
Undeveloped streets and
public open spaces
SAE AL 110
CPL/DAE/006 12/2000 & A1
HTA (any person / person etc)

PLAN 4

Key
■ Undeveloped areas of Public Open Space
--- Undeveloped terraced streets and shared access, SAE
□ Application boundary

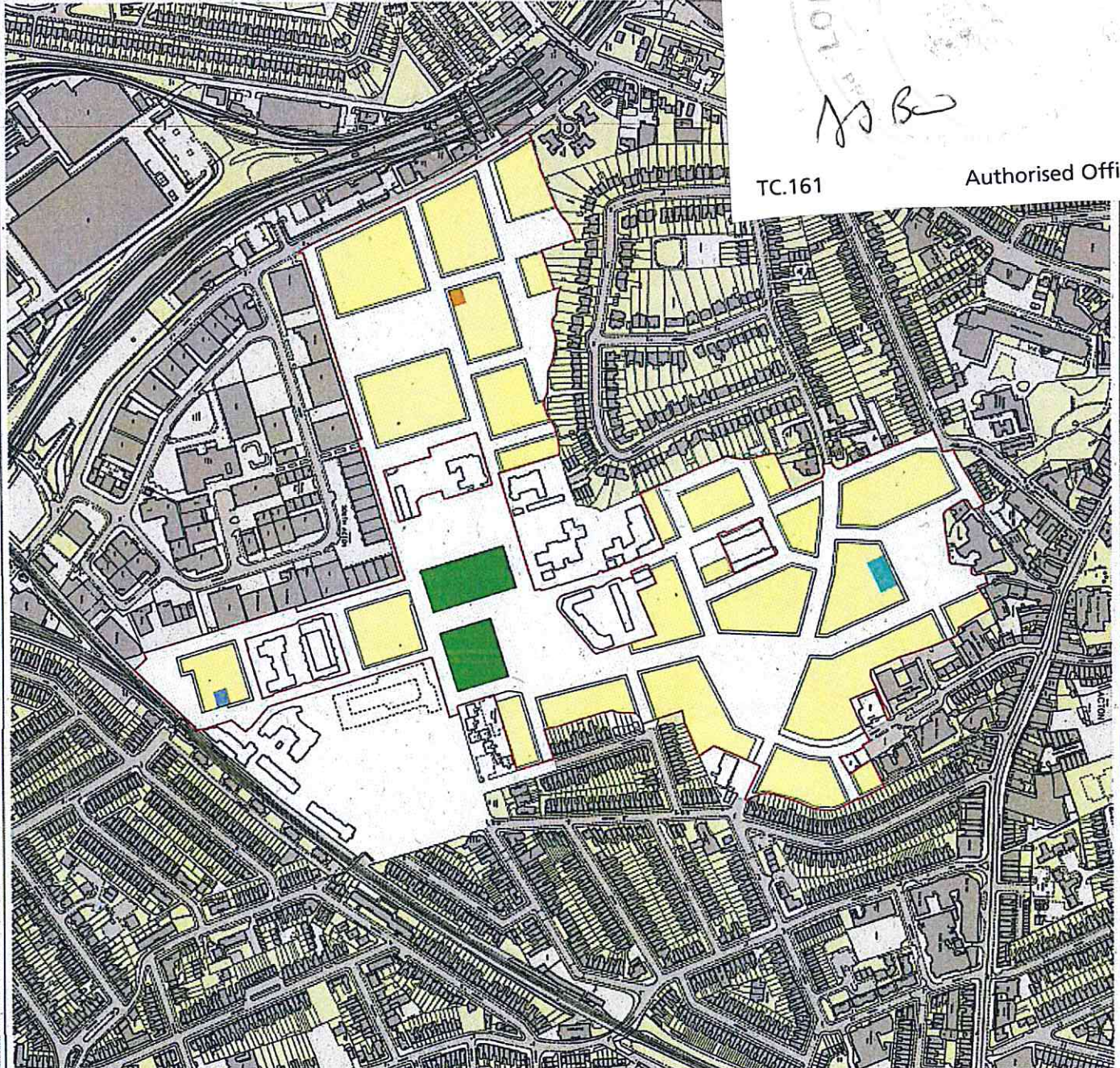
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TC.161

Authorised Officer



MEMBER

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MEMBER *[Handwritten signature]*

FOR PLANNING
 South Asian Partnership for Action Gardens LLP
 Parametrix plan
 Parametrix plan development cons - Ground floor
SAE AL 102
 F
 150000 0 41
 HTA 150000 0 41

PLANS
 Proposed non-residential uses and floorspace
 Area 1: 1,000 sqm
 Area 2: 1,000 sqm
 Area 3: 1,000 sqm
 Total: 3,000 sqm

PLANS
 Proposed non-residential uses and floorspace
 Area 1: 1,000 sqm
 Area 2: 1,000 sqm
 Area 3: 1,000 sqm
 Total: 3,000 sqm

Existing
 1. All uses on upper floors are residential

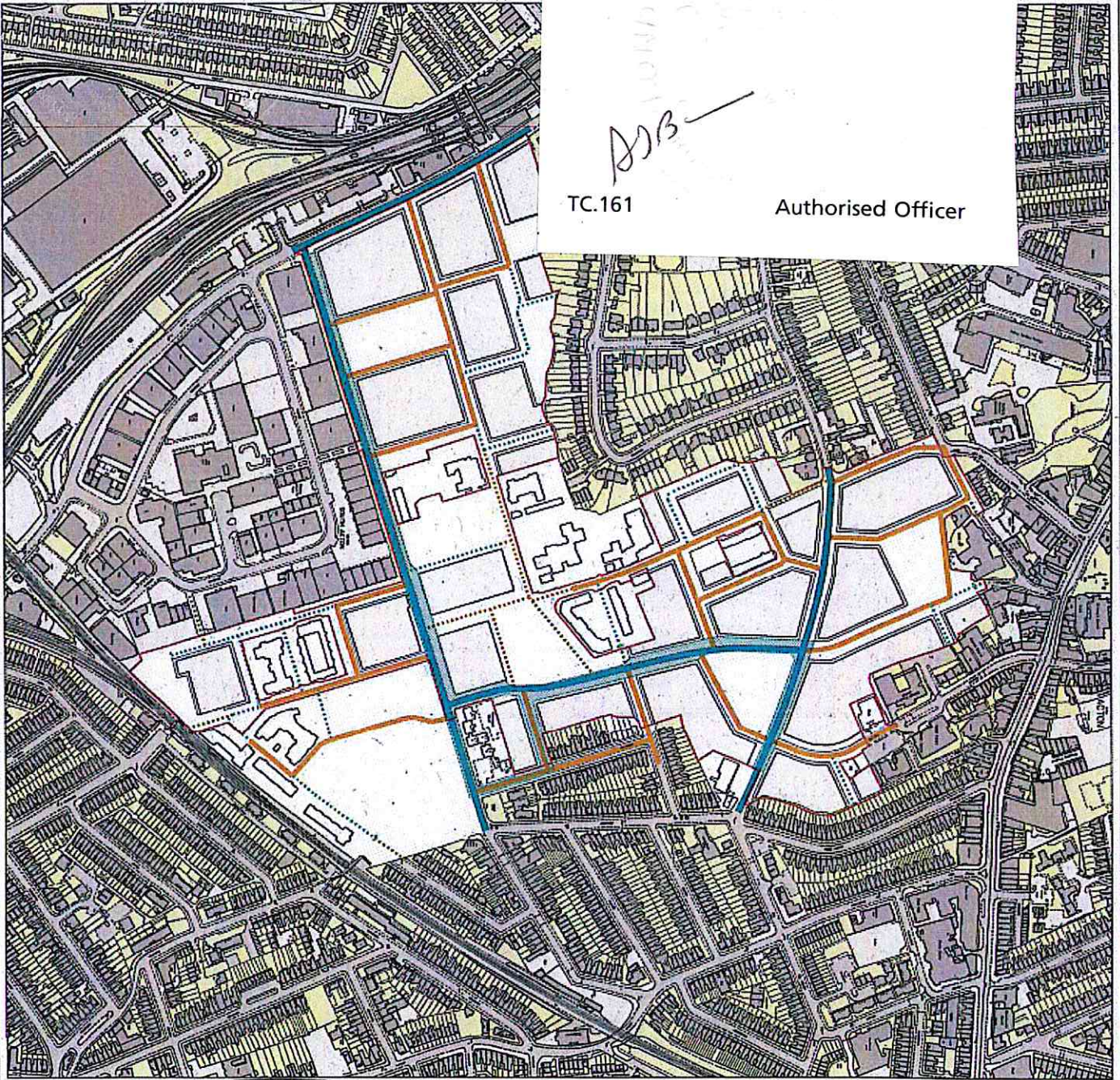
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DOB

TC.161

Authorised Officer



MEMBER

MEMBER. Adams

FOR PLANNING
South Acton masterplan for
development
Permitted plan
SAE AL 104
HTA 1000000000

PLAN 6

- Key**
- Development zones
 - Primary Street
 - Secondary Street
 - Tertiary Street
 - Public and private only
 - Footpath access only
 - Arrow indicates one way movement
 - Street may be suitable for
 - Application boundary

2. References to any party in this Deed shall include the successors in title of that party.
3. Words importing the singular shall be construed as importing the plural and vice versa.
4. Words importing one gender shall be construed as importing any other gender and words denoting natural persons shall include corporations and vice versa.
5. References in this Deed to any statute includes any amendment modification extension consolidation or re-enactment of it and any statutory instrument regulation or order made under it which is for the time being in force.
6. Covenants made hereunder if made by more than one person are made jointly and severally.
7. Where under any provision of this Deed the Council's approval or consent is required that provision shall be deemed to be subject to a proviso that such approval or consent shall not be unreasonably withheld or delayed

LEGAL BASIS

8. This Deed is made pursuant to Section 106 of the Planning Act Section 16 of the Greater London Council (General Powers) Act 1974 Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and all other powers and enactments which may be relevant to the purpose of giving validity to this Deed or for facilitating the enforcement of respectively the covenants restrictions or requirements in this Deed
9. The Developer Obligations are planning obligations to which the provisions of Section 106 of the Planning Act shall apply.

CONDITIONALITY

10. Save in respect of clause 12 of this Deed (which shall come into force and effect on the date hereof) the obligations in this Deed shall take effect and be conditional upon the Commencement of Development and for the avoidance of doubt upon Commencement of Development under the Planning Permission, the Property shall be released from liability in respect of obligations covenants and other matters appearing in a Section 106 Agreement dated 31st March 2006 and

made between the Council (1) and Ealing Family Housing Association Limited (2)
in so far as is necessary

THE DEVELOPER'S COVENANTS

11. The Developer agrees undertakes and covenants with the Council that with effect from the date upon which the Developer acquires a freehold or leasehold interest in any part of the Property the terms set out in the **First and Second** Schedules of this Deed (subject to such amendments as the Council may agree) shall be binding upon and enforceable against the Developer in respect of its freehold or leasehold interest in that part of the Property.
12. The Developer shall pay to the Council on execution of this Deed the reasonable legal and other professional costs of the Council incurred in the negotiation preparation and execution of this Deed in the sum of £3,500

THE COUNCIL'S COVENANTS

13. The Council covenants with the Developer as set out in the Third Schedule

MISCELLANEOUS

IT IS HEREBY AGREED AND DECLARED THAT:

14. The enforceability of this Deed shall not be affected by any passage of time or any delay by or neglect or forbearance of the Council in enforcing the provisions of this Deed or any extension of time or other indulgence shown by the Council.
15. Subject to the provisions of clauses 25 and 27 the obligations contained in this Deed are intended to run with the Property and each and every part thereof and to bind the owners and occupiers therefore from time to time and this Deed shall accordingly be registrable as a local land charge by the Council.
16. No parties to this Deed (save for the Council) shall be deemed to be or act as agent or contractor for the Council in the carrying out of any of the works required by this Deed and no responsibility liability claim demand cost or expense whatsoever claimed in respect of anything done or not done by any of the parties to this Deed (save for any failure of the Council to observe and perform its covenants under this Deed) shall lie against the Council in respect thereof.

17. Save where otherwise expressly stated all covenants given by the Developer or the Registered Provider under this Deed shall be complied with entirely at the expense of the Developer or the Registered Provider as the case may be.
18. Any notices consents agreements approvals expressions of satisfaction or certificates or the like required herein shall be given in writing and shall not be unreasonably withheld or delayed and if given on behalf of the Council shall be under the hand of the Chief Executive of the Council or other authorised officer of the Council and shall be properly served if sent in the case of the Council by first class or recorded delivery post addressed to the Head of Planning Services and copied to the Director of Legal and Democratic Services at Perceval House 14-16 Uxbridge Road, Ealing, London W5 2HL or such other officer as may be notified in writing from time to time by the Council to the other parties to this Deed and in the case of the other parties to their registered or principal office or to the address notified by the parties hereto.
19. Insofar as any clause or clauses of this Deed are found (for whatever reason) to be invalid or unenforceable then such invalidity or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed.
20. Nothing in this Deed shall be construed so as to fetter any of the Council's powers duties and obligations in its capacity as highway authority and/or local planning authority and the Council's rights powers duties and obligations under all public and private statutes byelaws and regulations may be as fully and effectually exercised as if the Council were not a party to this Deed.
21. If there is any conflict between the terms of this Deed and any condition on the Planning Permission the latter shall take precedence.
22. This Deed shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permission shall be quashed revoked or otherwise withdrawn or expires prior to the Commencement of Development.
23. No party shall be bound by any obligations contained in this Deed or be liable for a breach of covenant contained in this Deed after they have parted with the entirety of their freehold or leasehold interest in the Property or the part in respect of which such breach occurs but without prejudice to any breach or liability existing or arising prior to parting with such interest.

24. This Deed shall continue to be valid and enforceable following an amendment or variation to the Planning Permission achieved through the submission of a planning application pursuant to section 73 of the Planning Act as if this Deed had been completed pursuant to such an application.

25. No provisions of this Deed shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 (the "1999 Act") and all third party rights as may be implied by law or deemed to be enforceable by the 1999 Act are hereby excluded to the fullest extent permitted by law **SAVE THAT FOR THE AVOIDANCE OF DOUBT** the exclusion of the 1999 Act shall not prevent any successors in title to any of the parties to this Deed from being able to benefit or enforce any of the provisions of this Deed as provided for by s106 of the Planning Act.

26. **Disputes**

26.1. In the event that there shall be any dispute between the parties in respect of any matter arising under the terms of this Deed such dispute or difference shall be referred to an independent and suitable person holding appropriate qualifications to be appointed (in the absence of an agreement) by or on behalf of the time being of the professional body chiefly relevant in England with such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares

26.2. In the absence of agreement as to the appointment or suitability of the person to be appointed pursuant to 26.1 above or to the appropriateness of the professional body then such question may be referred by either party to the president for the time being of the Law Society for him to appoint a solicitor to determine the dispute such solicitor acting as an expert and his decision shall be final and binding on all parties in the absence of manifest error and his costs shall be payable by the parties to the dispute in such proportion as he shall determine and failing such determination shall be borne by the parties in equal shares

26.3. Any expert howsoever appointed shall be subject to the express requirement that a decision was reached and communicated to the relevant parties within the minimum practicable time allowing for the nature and the complexity of the

dispute and in any event not more than twenty eight working days after the conclusion of any hearing which takes place or twenty eight working days after he has received any file or written representation

- 26.4. The expert shall be required to give notice to each of the said parties requiring them to submit to him within ten working days of notification of his appointment written submissions and supporting material and the other party will be entitled to make a counter written submission within a further ten working days
- 26.5. The expert shall act as an expert and not an arbitrator and the Arbitration Act 1996 shall not apply.

27. **Continuing Liability**

The covenants contained in this Deed shall not be binding:-

27.1 On the tenant of any Affordable Unit:-

- 27.1.1 who has exercised a statutory right to acquire the whole of the freehold or of a leasehold estate in that Affordable Unit under the Housing Act 1996 (or any equivalent contractual right); or
- 27.1.2 who has exercised a statutory right to buy (or any equivalent contractual right) the whole of the freehold or of a leasehold estate in that Affordable Unit

or on any successor in title to any such tenant and in this event this Deed shall thenceforth be of no further effect in relation to such Affordable Unit

27.2 On the mortgagee of a Registered Provider who seeks to dispose of the Affordable Housing Premises or any part thereof pursuant to its power of sale exercised pursuant to the terms of the mortgage or on any receiver appointed by such mortgagee or on any person deriving title under any such mortgagee or receiver **PROVIDED THAT:-**

- 27.2.1 a mortgagee or chargee of the Affordable Housing Premises seeking to dispose of the Affordable Housing Premises pursuant to its power of sale or other remedies under the terms of its mortgage or charge shall first seek to dispose of the Affordable Housing Premises to a Registered Provider or at the Council's written election the Homes and Communities Agency (the Council being entitled to nominate a

Registered Provider or the Homes and Communities Agency for these purposes by service of notice in writing to such mortgagee or chargee within 56 (fifty six) days of such mortgagee or chargee notifying the Council in writing of its intention to exercise its power of sale) PROVIDED THAT for the avoidance of doubt such mortgagee or chargee shall not be under any obligation to dispose of the relevant Affordable Housing Premises or Affordable Unit for any sum less than the monies outstanding pursuant to the said mortgage or charge;

- 27.2.2 in the event of any sale not taking place in accordance with the foregoing paragraph within a period of three (3) months following the service of the Council's notice thereunder or in the absence of such notice any mortgagee or chargee (or its or their receiver or manager of the whole or any part of the relevant Affordable Housing Premises) shall be entitled to sell such land or the relevant part thereof pursuant to its or their power of sale or other remedies under the mortgage or charge in question on the open market and from the date of actual completion of such sale the provisions of the First Schedule to this Deed shall not apply to the Affordable Housing Premises as sold nor shall any successor in title to or person deriving title from such mortgagee or chargee be so bound
- 27.3 on any individual to whom the Registered Provider grants a lease of any Intermediate Housing or any successor in title to any such individual
- 27.4 on any mortgagee of any tenant or individual to whom a Registered Provider grants a lease of any discounted market provision Intermediate Housing or any successor in title to any such individual
- 27.5 on any person whom by virtue of the terms of a lease of an Affordable Unit has purchased a 100% share of that Affordable Unit and anyone deriving title therefrom
- 27.6 on any statutory undertaker or other person who acquires any part of the Property or interest therein for the purposes of supply of electricity gas water drainage telecommunications services or public transport services; and
- 27.7 on the owner or any mortgagee of any individual Open Market Dwelling
28. **CPZ**

For such period of time as a CPZ shall operate within the area local to the Development:-

- 28.1 the Development shall be a Low Car Housing Scheme; and
- 28.2 no occupier of the Development (save for any Blue Badge Holders or Existing Residents (without off-street parking) who shall be entitled to no more than one permit per household) shall be entitled to any permit or permits as may be issued by the Council which would allow any such occupier (or person having any connection whatsoever or relationship with any such occupier whether contractual personal or otherwise) to park any vehicle within the CPZ or any future CPZ within the South Acton Estate

EXECUTED AS A DEED but not delivered until the day and year first above written

THE FIRST SCHEDULE
AFFORDABLE HOUSING

1. Not to use or Occupy or permit or suffer to be used or Occupied more than 75% of the Open Market Dwellings in each Phase until the Developer has entered into an agreement for the transfer of either the freehold or a lease for a term of not less than 125 years of the Affordable Housing Premises on such Phase to a Registered Provider who has entered into the Deed of Nomination Rights in respect of the same with the Council unless otherwise prior agreed with the local planning authority and that the Affordable Housing Premises are fully ready for Occupation, unless otherwise previously agreed with the Council
2. Subject to clause 27 and Paragraph 6 of this First Schedule not to use or permit or suffer the use of the Social Rented Units for any purpose other than permanently as Affordable Housing to rent from a Registered Provider.
3. Subject to clause 27 and Paragraph 6 of this First Schedule not to use or permit or suffer the use of the Intermediate Housing Units for any purpose other than as Intermediate Housing save where an occupant has exercised a statutory right to acquire the freehold or leasehold estate of the Intermediate Housing Unit under the Housing Act 1996 or otherwise.
4. To ensure that any monies received by the Registered Provider in respect of any sale, long lease or other disposal of the Affordable Housing Premises or of Affordable Units (but net of the reasonable and proper costs of the disposal and net of any monies that the Registered Provider is required to pay to any mortgagee of the Affordable Housing Premises or of the relevant Affordable Units) and which relates to a social housing grant element of the scheme funding is applied exclusively for the provision of Affordable Housing in Ealing or (with the prior consent of the Council) in the west-London sub-region of local authorities and to provide the Council with written information demonstrating the same.
5. Not to Occupy or permit or suffer to be Occupied any of the Intermediate Housing Units or Social Rented Units on a Phase until the Registered Provider has entered into the Deed of Nomination Rights in respect of the same with the Council subject always to compliance by the Council with the obligation contained in paragraph 1 of the Third Schedule.

6. The obligations contained in paragraphs 2 and 3 of this First Schedule shall cease to have effect in relation to any Affordable Units in the circumstances specified in clause 27.
7. The bed-size mix of the rented tenure accommodation shall provide for a minimum of 31% (calculated on a unit basis) of family-sized accommodation, comprising 3-bedroom + units subject always to the decant requirements of each particular Phase and in agreement with the Council.

THE SECOND SCHEDULE

DEVELOPER OBLIGATIONS

AFFORDABLE HOUSING

- 1.1 Not to use or Occupy or permit or suffer to be used or Occupied more than 75% of the Open Market Dwellings within each Phase of the Development prior to the completion of the construction of all the Affordable Units on such Phase so that the Affordable Units are fully ready for Occupation, unless otherwise prior agreed with the local planning authority PROVIDED ALWAYS THAT the number of Affordable Units to be provided in each Phase shall consist of the maximum reasonable amount of Affordable Units consistent with the Financial Viability Test undertaken in respect of the relevant Phase
- 1.2 To submit a Financial Viability Test with each reserved matters application for each Phase of the Development

APPRENTICE AND PLACEMENT SCHEME

1. Not to Commence Development of any of Phases 3 to 11 of the Development unless and until the details of the Apprentice Placement Scheme which shall provide for a minimum of two and a maximum of four placements per Phase and which includes the provisions herein below has been submitted to and agreed by the Council.
2. Subject to the overriding need to comply with all relevant national and European law relating to employment and training opportunities the Apprentice and Placement Scheme shall include the following provisions in relation to the Development:
 - 2.1 Arrangements setting out how the Developer will use reasonable endeavours to procure its contractors to work directly with local employment and training agencies including Job Centre Plus (or any successor to the functions of JobCentre Plus) as well as voluntary and private sector providers Sixth Form Colleges, Colleges for Further Education and Universities as part of an employment and training consortium.
 - 2.2 The establishment of targets for employing local labour and the measures to be undertaken to achieve those targets.

- 2.3 The provision for training opportunities in respect of any new jobs created for the Development.
 - 2.4 Employment and training opportunities in relation to the construction of the Development and to the security maintenance and environmental improvement and management elements of the Development.
 - 2.5 Employment and training opportunities in relation to housing management and estate maintenance within the Development.
 - 2.6 Employment and training opportunities in relation to community projects on South Acton Estate.
 - 2.7 Local people should be employed where possible throughout the life of the Development in accordance with the terms of the Apprentice and Placement Scheme.
3. The Developer will implement and promote the objectives of the agreed Apprentice Placement Scheme (as referred to in paragraph 2 above) to ensure that (so far as is reasonably practicable) the objectives are met.

CAR CLUB

4. Within the first 3 years of occupation of any of the Dwellings within the relevant Phases of the Development a Car Club scheme to be provided by an accredited car club operator shall be prepared and submitted to and approved by the Council and implemented by the Developer which scheme shall include:
 - 4.1 Free membership of the Car Club scheme for three years from completion of their purchase for the first occupants of each Dwelling in the Development who wish to avail themselves of the scheme
 - 4.2 Details relating to the provision and location of the eight (8) Car Club spaces
5. One Car Club spaces for each Phase shall be provided on the completion of each of Phases 4-11 inclusive unless an alternative strategy to provide the Car Club spaces is agreed in writing with the Council

HIGHWAYS REINSTATEMENT WORKS

6. Within three months of the substantial completion of each Phase of the Development or at such other time as may be agreed by the Council the Developer will pay the Council the Council's assessed costs for the repair and reinstatement of the footways and highways in the vicinity of the Development damaged as a consequence of access to and from the Property by construction traffic.
- 7.1 The Developer will not Commence Development until the Developer has carried out a pre-construction condition survey and a post-completion condition survey shall be carried out by the Developer within one month of notification to the Council of the substantial completion of the Development.
- 7.2 Details of the extent and nature of the surveys shall be agreed beforehand by the Council.
- 7.3 The Developer will give the Council seven days prior notice of the carrying out of the surveys.
- 7.4 All necessary repair and reinstatement works are to be agreed by the Developer and the Council and costed by the Council.

FRAMEWORK TRAVEL PLAN

7. Prior to the Occupation of the first Phase of the Development, the Developer shall submit to the Council for approval a final detailed Framework Travel Plan which Plan shall be updated prior to Occupation of each subsequent Phase and which shall in addition also include:-
 - 7.1 provisions monitoring the uptake of parking spaces for wheel chair users and demonstrating that in addition to the provision of 112 marked and designated wheelchair accessible parking bays (which are to be provided on a proportionate basis on first occupation of each Phase of the Development) new disabled bays are to be provided on an incremental basis up a maximum of 235 spaces on each occasion that the occupancy rates of the existing marked disabled bays reaches 90%
 - 7.2 provisions monitoring the uptake of Electrical Vehicle Charging Points ("EVCP") and demonstrating that in addition to the 20% of parking bays equipped with active charging points for electric vehicles, new active charging points shall be provided on an incremental basis up to a maximum of an additional 20% of the total

parking bays on each occasion that the use of the existing EVCP has reached 90%

- 7.3 provision of a Parking Management Plan to provide details of the criteria for parking permit eligibility and allocation off street parking spaces. This shall establish how the number of households eligible for permits shall not exceed the number of off street spaces and how off street parking shall be allocated on an equitable basis across the Private Sale, Intermediate Housing and Social Rented tenures
 - 7.4 details of a Car Club scheme
 - 7.5 provisions monitoring the uptake of CPZ parking permits
8. The approved Framework Travel Plan for each Phase of the Development will be implemented prior to first Occupation of that particular Phase of the Development.
 9. Six months after the first Occupation of any part of that particular Phase of the Development and on the anniversary of every other year **from this date** for a minimum period of 5 years, the Developer shall submit to the Council survey data showing trip generation from the Development. The survey methodology shall be carried out in compliance with the Transport for London's Guidance for Residential Travel Planning at the Developer's cost.
 10. If after five years from the first Occupation of that particular Phase of the Development the targets approved in the final detailed Framework Travel Plan are not met, the Developer shall submit a revised detailed Framework Travel Plan and continue to submit to the Council survey data showing trip generation from the Development until such time as the targets in the approved Travel Plan are achieved.
 11. To pay the Framework Travel Plan Review Contribution in eight instalments of £1,250 with each instalment being paid on the completion of each of Phases 3 - 10 of the Development

EDUCATION

12. To pay the Education Contribution in nine separate instalments of £81,040 with each instalment being paid to the Council prior to the occupation of each of Phases 3 - 11 of the Development

HEALTH

13. To pay the Health Contribution in nine instalments of £61,143 with each instalment being paid to the Council prior to the occupation of each of Phases 3-11 of the Development

PEDESTRIAN CYCLIST AND ROAD SAFETY

14. Not to commence :-
 - 14.1 Phase 5 of the Development unless and until £30,000 of the Pedestrian Cyclist and Road Safety Contribution has been paid to the Council and
 - 14.2 Phase 7 of the Development unless and until £37,000 of the Pedestrian Cyclist and Road Safety Contribution has been paid to the Council

TREES

15. To pay the Street Trees Contribution in nine equal instalments of £5,089 with each instalment being paid to the Council prior to the occupation of each of Phases 3- 11 of the Development
16. To assume responsibility for the maintenance of each of the Street Trees for the first five years of its life from the date of its planting and
17. During the five year period referred to above without delay to remove and replace any street trees which have become diseased or are dying or have been sufficiently damaged to warrant replacement and in all cases whether or not caused by the Developer

LOW CAR HOUSING

18. Not to Occupy or cause or permit or suffer to be Occupied the relevant Phase of Development or any part thereof (save for the purpose of constructing the same) unless and until the Developer has informed all intended occupiers of the Development by formal notice in writing:-
 - 18.1 that the Development is a Low Car Housing Scheme and
 - 18.2 that (save for any Blue Badge Holders or Existing Residents without an off-street parking space who shall be entitled to no more than one permit per household) intended occupiers of the Development (or any person having any connection whatsoever or relationship with any such occupier whether contractual personal or otherwise and who is resident at the Development) shall not be entitled to any form of permit from the Council which would allow them to park any

motor vehicle within the CPZ or any future CPZ within the South Acton Estate

19. The Developer will promptly confirm in writing to the Council that he has made formal notification in accordance with sub-paragraphs 19.1. and 19.2 above
20. The Developer for itself and its successors in title (other than Blue Badge Holders or Existing Residents without an off-street parking space) hereby waives all rights and entitlement (if any) on the part of the Developer to a parking permit in the CPZ and covenants not to lease or transfer other than to an Existing Resident or Blue Badge Holder unless he has included a restrictive covenant in any such lease or transfer which provides that the tenant or owner covenants not to apply to the Council for a resident's parking permit for the CPZ
21. The eligibility to purchase a parking permit shall then remain with the owner or occupier of the relevant units and any future occupier of the relevant unit shall be eligible to purchase one parking permit

BUS SERVICE

22. Not to commence Phase 8 of the Development unless and until:-
 - 22.1 the Bus Service Contribution has been paid to the Council; and
 - 22.2 the Bus Stop Contribution has been paid to the Council

BUS DRIVER TOILET

23. Prior to the completion of Phase 8 of the Development to ensure that the Bus Driver Unisex Disabled Toilet has been completed and ready for use unless otherwise agreed in writing with the Council following consultation with Transport for London PROVIDED THAT for the avoidance of doubt the Developer shall be responsible for the initial provision of this facility but not its long term maintenance

ENVIRONMENTAL HEATH

24. To pay the Air Quality Monitoring Contribution in nine equal instalments of £8,145 with each instalment being paid to the Council prior to the occupation of each of Phases 3 - 11 of the Development

NORTH PARK PLAYGROUND

25. Upon the first anniversary following practical completion of North Park to pay the North Park Playground Contribution to the Council as a commuted sum for the future maintenance of the North Park Playground
26. To assume responsibility for the maintenance of the North Park Playground until the first anniversary following the practical completion of North Park and
27. Until the expiration of the first anniversary period referred to above without delay to remove and replace any equipment comprised within the North Park Play Ground (including the surface ground) which has become faulty or damaged sufficiently enough to warrant replacement and in all cases whether or not caused by the Developer
28. To replace without delay any shrubs and /or trees which have died within the first five years from the date of planting

MUGA

29. Not to commence or cause to be commenced Phase 3 of the Development unless the Multi Use Games Area Contribution has been paid to the Council and
30. Not to commence or cause to be commenced Phase 4 of the Development unless and until the Multi Use Games Area Commuted Sum has been paid to the Council

AVENUE ROAD PUBLIC OPEN SPACE

31. Not to commence or cause to be commenced Phase 8 of the Development unless and until the Avenue Road Public Open Space Contribution has been paid to the Council

PUBLIC ACCESS AREAS

32. Not to Occupy any phase within the Development until the Developer has submitted to the Council and the Council has approved a phasing programme for the provision of the Public Access Areas within such phase which shall identify the Public Access Areas (such approval not to be unreasonably withheld or delayed)
33. Save to the extent that it is agreed with the Council that one or more or part of the Public Access Areas shall be adopted by the Council, not to Occupy any Phase of the Development ("Phase") until the Developer has provided to the Council and the Council has approved details of a management and maintenance scheme for the Public Access Areas relating to the Phase in question and thereafter the Developer shall implement the approved management and maintenance scheme for the lifetime of the Development
34. Not to Occupy the relevant Phase within the Development until the Developer has:
 - 34.1 laid out and completed the Public Access Areas relating to that Phase unless otherwise agreed in writing with the Council (such agreement not to be unreasonably withheld or delayed) and in accordance with the approved phasing programme; and
 - 34.2 provided permanent public access to the Public Access Areas relating to that Phase in accordance with the approved phasing programme
35. From the Public Access Areas completion date (or earlier upon the Developers being satisfied that the user of the same would not hinder the progress of the Development and giving 10 working days written notice accordingly to the Council) the Developer covenants with the Council that (subject to any appropriate restrictions that shall be agreed between the Developer and the Council) the public shall be permanently permitted a right to pass and repass on foot over and along the Public Access Areas (including for the avoidance of doubt wheelchair or other disabled access) together with the right for the Public Access Areas to be available:-
 - 35.1 for public open air performances and similar gatherings (subject always to a licence for the same being issued by the Developer which the Developer shall not unreasonably refuse or delay) and subject to such reasonable regulations relating to the conduct of the public
 - 35.2 subject to any appropriate restrictions that may be agreed between the Developer and the Council the Developer shall keep the Public Access Areas open to the public for pedestrian access (including for the

avoidance of doubt wheelchair or other disabled access) to and from the Central Plaza Public Open Space

36. For the avoidance of doubt the parties hereto agree that the Public Access Areas shall not be dedicated as public highway unless otherwise agreed with the Council
37. The Developers shall produce to the Council upon written request proof of suitable and subsisting public liability insurance in respect of the Public Access Areas
38. The Developers shall erect and maintain signs on and around the Development to inform the public of the extent of the permissive rights of access hereby granted the number and position of such signs to be approved by the Council and subject to the obtaining of any necessary statutory consents
39. The Developer shall also permit vehicular and pedestrian access to any Un-adopted Streets.

POSTAL ADDRESSES

40. To notify the Head of Planning Services in writing quoting planning ref no. P/2012/0708 of the full postal address of each residential unit which has been created at the Property pursuant to the Planning Permission within 14 days of such address having been established with Royal Mail

COMMUNITY DEVELOPMENT FUND CONTRIBUTION

41. To pay the Community Development Fund Contribution towards such matters as the community board shall determine including (but not limited to) the provision of employment and skills development opportunities, community engagement, the provision of suitable space for community activities and enterprise employment, in accordance with the provisions specifically set out within the Development Agreement.
42. The annual Contribution shall be paid on 31 March each year
43. The annual Contribution shall be made during the development period from 2013 to 2026 inclusive, save that such period shall be capable of extension with

the approval of the Council where progression of the Development is delayed due to market forces.

MANAGEMENT AND MAINTENANCE PLANS

Save to the extent that it is agreed with the Council that one or more of the Public Access Areas shall be adopted by the Council:-

44. To prepare and submit the Management and Maintenance Plans to the Council for approval no less than one month prior to the commencement of Development
45. Not to Commence Development of a Phase which includes the Central Plaza Public Open Space, the Community Facilities and/or the West Allotments without agreeing a Management and Maintenance Plan for such facility with the Council (such approval not to be unreasonably withheld or delayed)

GENERAL

46. To give the Council for the attention of the s106 Monitoring Officer and quoting references **P/2012/0708** no less than ten working days prior notice of the Commencement of Development and of the intended date of first Occupation and of any later Occupation as gives rise to obligations and liabilities under the terms of this Deed so as to enable the Council to monitor effectively the performance of the Developer's and Registered Provider's obligations under this Deed.
47. The Developer covenants with the Council that with effect from the date they acquire any freehold or leasehold estate in the Property which is not at the date of this Deed bound by the obligations in this Deed they will contemporaneously with the completion of the acquisition of any such freehold or leasehold estate enter into a deed supplemental to this Deed on terms mutatis mutandis to the provisions of this Deed (save in respect of any obligations already complied with and subject to such amendments as the parties may agree) and with the effect of providing that the relevant covenants commitments obligations and restrictions contained in this Deed effectively bind any such freehold or leasehold estate in the Property under the provisions of s106 of the Planning Act as if the owner thereof had been a party to this Deed as at the date of its completion.

48. In carrying out the terms and conditions of this Deed to comply with all applicable statutory enactments and regulations as may from time to time be in force.

49. To indemnify and keep indemnified the Council and every person engaged in the business of the Council from and against all actions proceedings claims and liabilities and demands whatsoever arising either directly or indirectly from the covenants and obligations of the Developer under this Deed provided that the Council will not make any admission of liability agreement or compromise in relation to any actions proceedings claims liabilities and demands without the prior written consent of the Developer.

THE THIRD SCHEDULE
COVENANTS BY THE COUNCIL

1. To use reasonable endeavours to agree with the Registered Provider any requisite variations to the Deed of Nomination Rights as the Registered Provider may reasonably request at the appropriate time as soon as reasonably practicable from the date hereof.
2. To use all sums received from the Developer under the terms of this Deed for the purposes specified in this Deed for which they are to be paid or for such other purposes for the benefit of the Development as the Developer and the Council shall agree.
3. At the expiration of five years from the date of receipt and upon application to repay the Contribution (or any unexpended balance thereof) to the person who paid the Contribution together with any attributable interest in the account less any reasonable (and attributable) administrative costs incurred by the Council in making any such refund.
4. To provide to the Developer such evidence as the Developer shall reasonably require in order to confirm the expenditure of the sums paid by the Developer under this Deed.
5. At the written request of the Registered Provider or the Developer to provide written confirmation of the discharge of the obligations contained in this Deed when satisfied that such obligations have been performed.

THE FOURTH SCHEDULE

DEED OF NOMINATION RIGHTS FOR THE RENTED UNITS as attached

Dated

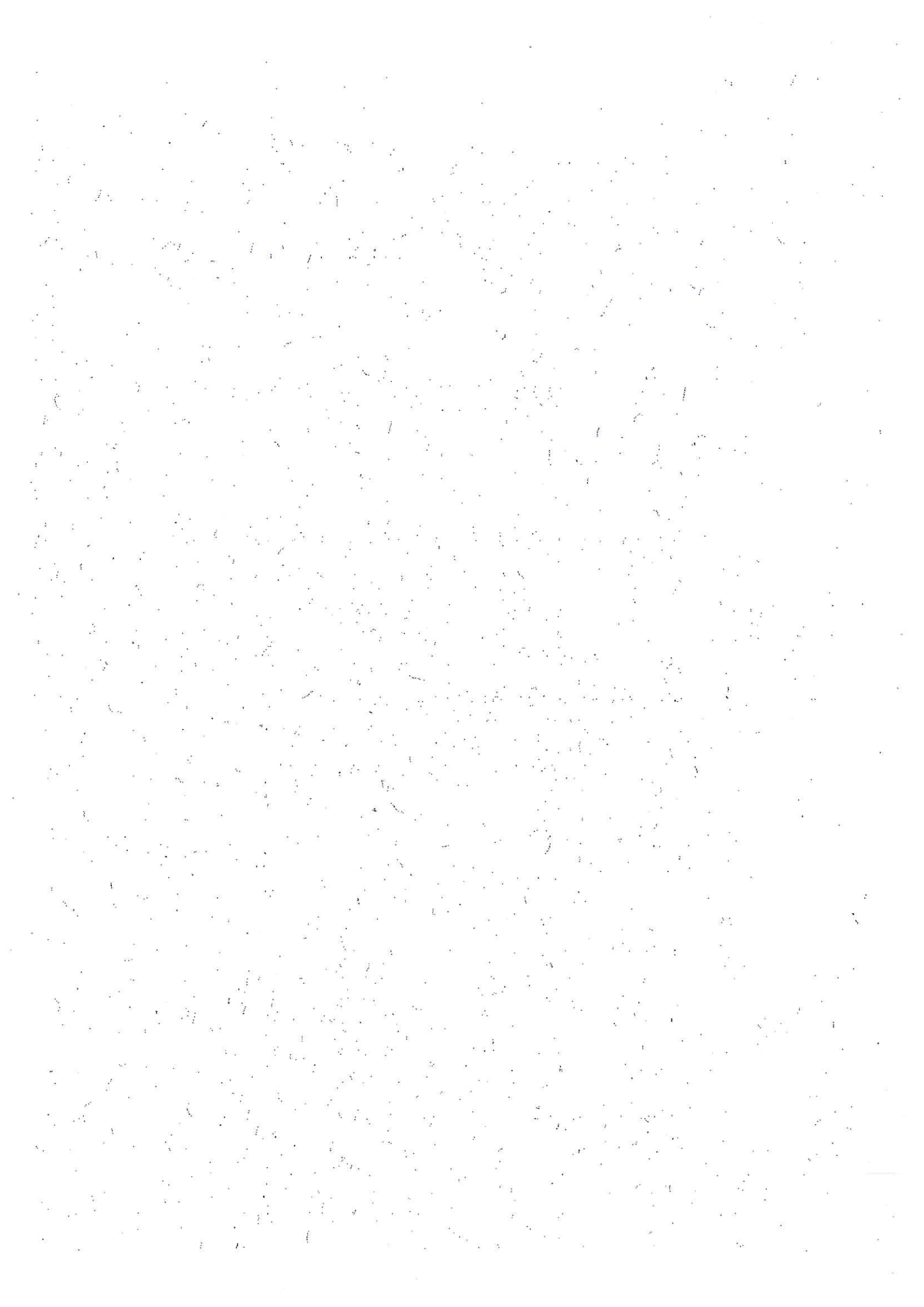
2012

- and -

THE COUNCIL OF THE LONDON BOROUGH OF EALING

**Nomination Agreement relating to Rented Units
at xxxxxx**

**Director of Legal and
Democratic Services
London Borough of Ealing
Perceval House
14/16 Uxbridge Road
Ealing W5 2HL**



THIS DEED OF NOMINATION RIGHTS is made the day of 2012

BETWEEN

(1)

(2) **THE COUNCIL OF THE LONDON BOROUGH OF EALING** of Town Hall New Broadway London W5 2BY (“the Council”)

WHEREAS

NOW THIS DEED WITNESSETH as follows:-

1. The Council and entered into an agreement on XXXX under Section 106 of the Town and Country Planning Act 1990 under which XXXXX undertook to provide XX dwellings for affordable housing units and to enter into an agreement with a Registered Provider relating to the Affordable Housing Units (“Section 106 Agreement”)
2. XXXXXXXX has entered into an agreement with XXXXX to comply with the terms of the Section 106 Agreement
3. The Council and XXXX have agreed to enter into this Deed pursuant to the provisions of the Section 106 Agreement so as to set out the terms and conditions upon which XXXX shall make available the Rent Units to Nominees referred by the Council from time to time during the Nomination Period
4. The London Boroughs of Brent, Harrow, Hillingdon, Hounslow and the Council are committed to providing choice for tenants looking for accommodation in the West London area and wish to encourage their partner XXXX to participate in choice based lettings and expect that properties subject to this Nomination Agreement will be let through the LOCATA, choice based letting scheme

IT IS AGREED AS FOLLOWS:

1. In this Deed the following words shall have the following meanings:-

- 1.1 **“Allocations Policy”** shall mean the Allocations Policy set out in the Schedule hereto
- 1.2 **A Nomination Debt** will arise when any Rent Unit to which the Council has a nomination right pursuant to this Deed and which is not let to a Nominee in the circumstances set out in clause 7.3 in which case CCHA will notify the Council in writing that a Nomination Debt has arisen
- 1.3 **“Council’s Allocation Scheme”** means the Council’s allocations scheme under Part VI of the Housing Act 1996 updated February 2000 to include changes agreed by Housing Committee in January 2000, Cabinet in December 2001 and in November 2002 and as may be amended from time to time
- 1.4 **“First Let”** means the first occupation of the newly constructed and previously unoccupied Rent Unit
- 1.5 **“Nominee”** means a short listed bidder to whom XXXX makes an offer of a Tenancy Agreement as per clause 2.4 of this Deed or the person named in a Nomination Notice per clauses 2.5 or 2.6 of this Deed
- 1.6 **“Nomination Notice”** means a written notice of nominees given by the Council to XXXX in the form as may be agreed between XXXX and the Council from time to time acting reasonably
- 1.7 **“Nomination Period”** means a period of 60 years from and including the date of the first letting of the last Rent Unit
- 1.8 **“Property”** means part of the property known as XXXXXXXXXXXXX
- 1.9 **“Rents Units”** means [] residential units. The units mix are as follows:

1.11 "Subsequent reletting" means any letting of a Rent Unit other than the First Let that may take place on the occurrence of a True Void within the Nomination Period

1.12 "Tenancy Agreement" means an assured tenancy agreement in a form prepared by CCHA and containing terms which accord with the guidance on housing management issued by the Tenant Services Authority (or other statutory successor) pursuant to Section 36A of the Housing Associations Act 1985

1.13 "True Void" means a Rent Unit which is vacant as a result of:

1.13.1 The tenant having moved to other accommodation provided by a landlord other than XXXX; or

1.13.2 The tenant having died and there being no right of succession to the tenancy whether under the terms of the Tenancy Agreement or under statute; or

1.13.3 The tenant having purchased a property in the private sector; or

1.13.4 The tenant having been evicted or having abandoned the Rent Unit

1.13.5 A disposal of a Rent Unit to the tenant pursuant to Part I of the Housing Act 1996 (as amended)

AND for the avoidance of doubt a Rent Unit shall not be a True Void when vacant as a result of:

1.13.6 The tenant having been rehoused via any mobility scheme where a right to nominate a tenant to XXXX's housing stock is required in return; or

1.13.7 The tenant having moved to accommodation provided by XXXX;
or

- 1.13.8 The tenant having assigned the tenancy of the Rent Unit on a mutual exchange; or
- 1.13.9 The tenant having temporarily moved out of the Rent Unit remaining vacant for a reasonable period between lettings whilst works are undertaken to remedy any building defect, damage or destruction
- 1.13.10 The tenant transfers to another borough where reciprocal arrangements exist
- 1.13.11 The tenant moves to other landlord's property where reciprocal arrangements exist
- 1.14 **"Working Day"** means any day Monday to Friday but excluding Bank, Public Statutory and Ealing Council Special Holidays
- 1.15 **"Exempt Disposal"** shall mean any of the following:
 - 1.15.1 the grant of an easement to a statutory utility company or transfer of land under a Section 38 Agreement
 - 1.15.2 disposal to a person exercising any statutory right of acquisition or voluntary purchase under any such scheme from time to time in force
 - 1.15.3 disposal by a mortgagee or chargee or any receiver thereof (or manager or administrative receiver) exercising its power of sale whereupon the Rent Unit (or Units) or relevant part thereof so disposed of shall thereafter no longer be bound by the terms of this Deed and shall cease to be a Rent Unit for the purposes of this Deed

2. **Nomination Procedure**

- 2.1 The Council is entitled to nominate 100 percent of First Lets and 75% True Voids during the Nomination Period
- 2.2 XXXX must prepare the advert for advertising a Rent Unit as available to let and before placing the advert provide it to the Council for approval such approval not to be unreasonably withheld or delayed provided that if such approval is not given by the close of business on the Friday before the LOCATA advertisement deadline the advert will be deemed to be approved by the Council and the RSL may place the advert and for the avoidance of doubt if there is a change to the LOCATA advertisement deadline the relevant Friday shall change accordingly. XXXX shall prepare the advert well before the LOCATA advertisement deadline. XXXX should also provide in the advert information regarding any unique selling points in order to make the First Let/True Void advert as informative as possible for bidders such as proximity to shops, transport, schools, large rooms new build etc
- 2.3 Between 3-6 weeks prior to the anticipated date of completion of a first Let Rent Unit XXXX will place the advert in the next free sheet to be published in accordance with the following deadlines. Freesheets are published fortnightly. The deadline for inclusion in the free sheet is 4 p.m. on Friday and the advert will appear on Friday 7 days later
- 2.4 Shortlists are normally available 6 days after the advert appears. XXXX will access the shortlist direct and take details of the bidders and arrange single or multiple viewings and subject to verification by the Council make offer(s) of a Tenancy Agreement

- 2.5 If XXXX rejects a Nominee or all Nominees or the Nominee or all Nominees refuse the Council will provide 2 to 3 directly enforceable nominations by way of service of a Nomination Notice, within 1 Working Day of notification by XXXX to the Council of such refusal/rejection
- 2.6 Provided the information in the advert placed by XXXX is accurate, a True Void or First Let Rent Unit will need to be advertised only once. If there are no bidders or all the short-listed Nominees refuse or XXXX rejects all such Nominees the Council will be given the opportunity to make a direct nominations by way of service of a Nomination Notice. If the Council fails to provide direct nomination(s) within 1 Working Day or XXXX rejects the Nominee XXXX may take back the unit and let the unit as it sees fit and in such case a Nomination Debt will arise.
- 2.7 Where the Council is enforcing an offer, the True Void or First Let will not have to be held for longer than 5 Working Days after XXXX has notified the Council of a refusal or rejection.
- 2.8 XXXX must update the LOCATA website with details and inform the Council of proposed tenancy commencement dates not later than 3 Working Days from the date of signing of the Tenancy Agreement.

3. **True Voids**

- 3.1 XXXX shall use all its reasonable endeavours to ensure that with effect from the date the last Rent Unit is let for the first time 75 per cent of the True Voids in each twelve month period commencing on 1st April shall be let to Nominees

3.2 XXXX shall monitor the number of True Voids for the Rent Units during each such twelve month period in order to ensure that it complies with its obligations under Clause 3.1

4. **Obligations of XXXX**

4.1 XXXX shall update the LOCATA website and supply to the Council in writing:-

4.1.1 Full details of any offer of a Tenancy Agreement made by XXXX to a Nominee within 10 Working Days of such offer being made; and

4.1.2 If XXXX makes no offer of a Tenancy Agreement to any Nominee under Clause 2.4, 2.5 or 2.6 full details of the reason for not making any offer within 10 Working Days of receipt of the Nomination Notice; and

4.1.3 Full details of whether and when any such offer has been accepted or rejected by a Nominee within 10 Working Days of acceptance or rejection by a Nominee and if the offer is rejected the reason given by the Nominee for rejection

4.2 It is hereby agreed that XXXX shall not reject a Nominee without prior consultation with the Council provided that following such consultation XXXX shall be entitled to reject a Nominee if XXXX considers in its discretion (acting reasonably) that a Nominee is too vulnerable to be capable of living independently or the Nominee has a history of antisocial behaviour or the letting would be contrary to XXXX's allocations policy from time to time.

5. **The Council's Obligations**

- 5.1 The Council agrees with XXXX (so far as the Council is able having regard to its statutory duties from time to time) that unless XXXX shall have agreed in writing to the contrary the Council shall not offer any tenancy to a Nominee or arrange for any other prospective landlord to offer any tenancy to a Nominee until such time as the Nominee has rejected XXXX's offer of a Tenancy Agreement
- 5.2 The Council shall use reasonable endeavours to provide details of the ethnic origin and other relevant details of Nominees to enable XXXX effectively to monitor whether or not it is having an appropriate percentage of such households in accordance with its equal opportunities policy and the Council shall register applicants on its Housing Register in accordance with its allocation policies as agreed with Social Landlords as required under the Housing Act 1996
- 5.3 The Council shall before making a nomination assess the suitability of the Nominees for the respective Rent Units in accordance with the Allocation's Policy
- 5.4 In so far as the Council is able the Council will provide to XXXX all information in its possession about Nominees including but not limited to information about a Nominee's vulnerability, support needs, mental health issues, antisocial behaviour and all other relevant information

6. **XXXX's Covenants**

XXXX Covenants with the Council:

6.1 Use

- 6.1.1 To provide to the Council nominations of 100 per cent of the First Lets and True Voids in accordance with clause 2 as applicable
- 6.1.2 To observe and perform all the obligations of the landlord by virtue of any Tenancy Agreement granted by XXXX to a Nominee
- 6.1.3 To use all reasonable endeavours at all times to minimise the period during which any Rent Unit which must be offered to a Nominee is vacant
- 6.1.4 Every letting to a Nominee (except with the Council's consent) shall be in the form of an assured tenancy on a weekly basis (with an absolute prohibition on assignment or underletting other than assignment on mutual exchange unless the subject of an Order of the Court under the Matrimonial Causes Act 1973) and no such tenancy shall be granted in consideration of a fine or premium nor shall any rent at any time be commuted to a lump sum or sums
- 6.1.5 To monitor the number of True Voids during the Nomination Period to ensure that it complies with its obligations under the Deed.

6.2 Disposal

- XXXX covenants with the Council that it shall not during the Nomination Period transfer, assign or lease the Rent Units (or any part thereof) save
- (a) on assured tenancies to Nominees (save as provided in clause 6.1.3) or
 - (b) by way of an Exempt Disposal or
 - (c) where XXXX takes back the Rent Unit under clause 2.6 and lets it in accordance with clause 2.6

(d) to another Registered Provider (as defined in the Housing and Regeneration Act 2008 or any successor provisions) registered with the Tenant's Service Authority (or any statutory successor) with (where required) the consent of the Tenant's Service Authority (or its statutory successor) and provided that on each occasion that any such Registered Provider ("New Registered Provider") makes an unconditional offer to the Council to enter into a nomination agreement in the same form and substance as these presents (mutatis mutandis) (or as varied per clause 7.2 hereof) then upon delivery to the Council of such substitute nomination agreement duly executed by such New Registered Provider and upon XXXX confirming to the Council that such transfer assignment or lease to such New Registered Provider has taken place then on each such occasion this Deed shall henceforth be construed and have effect as if reference to the Rent Units were reference to those Rent Units not disposed to in the New Registered Provider and for the avoidance of doubt if the New Registered Provider fails to enter into a such substitute nomination agreement with the Council as required the transfer assignment or lease (as relevant) shall not take place

7. Miscellaneous

7.1 This Agreement shall not be binding upon:

7.1.1 any mortgagee or chargee who has the benefit of a legal mortgage or charge secured against the Rent Units (or any part or parts thereof) or any receiver (or manager or administrative receiver) appointed by such mortgagee or chargee or any successor in title of any of them or persons who shall derive title directly or indirectly from through or under such mortgagee, chargee or receiver (or manager or administrative receiver) and

- 7.1.2 any person occupying a Rent Unit (or part thereof) by virtue of a Tenancy Agreement or under clause 2.6 where XXXX has taken back the Rent Unit and lets it in accordance with clause 2.6 and
- 7.1.3 any person or persons who shall at any time acquire any legal interest in a Rent Unit (or part thereof) pursuant to any statutory right of acquisition or voluntary purchase scheme from time to time in force and their successors in title and mortgagees or chargees (or receiver or manager or administrative receiver) or persons deriving title directly or indirectly from through or under any of them
- 7.2 The Council and XXXX agree that the provisions contained in this Deed may be varied from time to time by agreement in writing by the Council and XXXX
- 7.3 Where the Council has a Nomination Debt and if the Council so requests a nomination in such circumstances XXXX shall use all reasonable endeavours to provide alternative nomination rights to a residential unit within the Property which is reasonably comparable to the Rent Unit or in any other of XXXX's housing stock situate within the Borough of Ealing
- 7.4 If XXXX is unable upon the occurrence of a True Void on a Subsequent reletting to provide nomination rights in accordance with this Agreement as a result of the relevant Rent Unit within the Property having been disposed of by XXXX as may be required by law XXXX shall within one year of the occurrence of the True Void on a Subsequent reletting use reasonable endeavours to provide alternative nomination rights to a residential unit within the Property which is reasonably comparable to the relevant Rent Unit or in any other of XXXX's housing stock situate within the Borough of Ealing or shall to a unit that XXXX has developed utilising the receipts ("a reprovided unit") by XXXX on the disposal of the relevant Rent Unit as required by law

- 7.5 This Deed shall expire and cease to have effect on the expiry of the Nomination Period
- 7.6 Any notice required to be served hereunder shall be sufficiently served on the parties if sent by pre-paid first class post in the case of XXXX to its registered office from time to time and in the case of the Council to the address of the Council indicated above or such other address notified in writing by the Council to XXXX and any notice shall have been deemed to have been served two Working Days after posting
- 7.7 In the case of dispute or difference on any matter under this Deed or as to the construction of this Deed any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Institute of Housing in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory re-enactment or modification for the time being in force
- 7.8 No provisions of this Deed shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 and all third party rights as may be implied by Law or deemed to be enforceable by the Contracts (Rights of Third Parties) Act 1999 are hereby excluded to the fullest extent permitted by Law

THE SCHEDULE

ALLOCATIONS POLICY

Nominees will meet any of the following criteria:

1. Persons who fall within XXXX's objects as a charitable Registered Provider and who are capable of living independently with appropriate support packages as would normally be provided by XXXX or social services department of the Council
2. Be on low incomes, such that they are unable to buy or rent suitable housing in the open market and who satisfies the criteria in paragraph 1 above
3. Be living in unsatisfactory housing circumstances, of which being homeless is one example and who satisfies the criteria in paragraph 1 above
4. Persons falling within the Council's Allocation Scheme and who satisfies the criteria in paragraph 1 above
5. Tenants transferred from properties within the Housing Regeneration Schemes (decants)

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed the day and year first before written

EXECUTED AS A DEED BY)
AFFIXING THE COMMON SEAL)
OF)
in the presence of:)

Authorised Signatory

Authorised Signatory

EXECUTED AS A DEED BY THE)
COUNCIL OF THE LONDON)
BOROUGH OF EALING BY AFFIXING)
THE COMMON SEAL in the presence of)

Authorised Officer

DEED OF NOMINATION RIGHTS FOR THE INTERMEDIATE UNITS as attached

AGREEMENT

DATED

2013

PARTIES

- (1) **LONDON & QUADRANT HOUSING TRUST** ("L&Q") whose registered office is at Kings Hall Mews, Lewisham, London, SE13 5JQ
- (2) **THE COUNCIL OF THE LONDON BOROUGH OF EALING** of Town Hall, New Broadway, Ealing W5 2BY ("the Council" which expression where the context so admits include its statutory successors)

RECITALS

- (A) The Council and L&Q have entered into agreements on 2013 under Section 106 of the Town and Country Planning Act 1990 as amended ("the S106 Agreement") relating to Land at the South Acton Estate Acton London W3 (Phase 2) ("the Property")
- (B) L&Q and the Council have agreed that the Units described in clause 1.9 below which are to be constructed on part of the said land are to be sold under Shared Ownership Leases to persons falling within priority groups whose needs and resources meet certain agreed criteria

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS

1.1 "Accommodation Suitability Criteria"

means the accommodation suitability criteria set out in Schedule 1;

1.2 "Day"

means a working day excluding Saturdays Sundays Bank Holidays and Ealing Council Special Holidays

- 1.3 **"HCA"**
means the Homes and Communities Agency and shall include any statutory successor
- 1.4 **"Home Seeker"**
means a person who lives or works in the London Borough of Ealing
- 1.5 **"Housing Register"**
means Ealing and Home Buy Agent
- 1.4 **"Minimum Selection Criteria"**
means the minimum selection criteria set out in Schedule 1;
- 1.5 **"Nominee"**
means a proposed purchaser of a Unit who has been accepted by the Council as a nominee in accordance with the nomination list procedure set out in Schedule 2;
- 1.6 **"Resale"**
means an assignment of a Shared Ownership Lease by a leaseholder of a Unit but shall not include the assignment of a Shared Ownership Lease where the leaseholder has staircased to 100% or L&Q does not have the right to nominate a person to take an assignment of a Shared Ownership Lease
- 1.7 **"Schedule 1 and Schedule 2"**
means the schedules marked Schedule 1 and Schedule 2 annexed to this Agreement
- 1.8 **"Shared Ownership Lease"**
means a lease based upon the HCA's (or successors) sample lease for shared ownership housing or such other ownership lease

1.9 **"Unit"**

means one of the Units constructed in the Development which is allocated for sale under a Shared Ownership Lease by L&Q pursuant to the terms of this Agreement

1.10 **"Practical Completion"**

means when the Units are substantially completed and are ready for occupation

2. **CO-OPERATION**

In entering into this Agreement the parties agree to:

2.1 co-operate and at all times to act in good faith towards each other; and

2.2 do all acts matters deeds or things reasonably required by the other party to better facilitate the disposal of any particular Unit

3. **MARKETING**

3.1 At least 3 months before Practical Completion of a Unit or Units unless otherwise agreed, L&Q shall market and deal with the disposal of the Unit or Units for sale on a Shared Ownership Lease.

3.2 L&Q shall review its marketing strategy on a monthly basis with a view to ensuring that the marketing is achieving its aims.

3.3 L&Q shall ensure that all potential purchasers and Nominees are advised of the availability elsewhere of independent financial advice

3.4 L&Q shall ensure that all information and data received on or given by potential purchasers of the Units is protected in accordance with the Data Protection Act 1998.

L&Q shall ensure that potential purchasers of the Units and Nominees are informed that data and information relating to them will be passed to the Council for the purposes of this Agreement and used only for the purposes of this Agreement

4. **SELECTION OF NOMINEES**

4.1 L&Q shall select Nominees for the purchase Shared Ownership Units applicants from within the priority groups selected by reference to the Minimum Selection Criteria and the Accommodation Suitability Criteria set out in Schedule 1 heretos

4.2 If at the end of six weeks period following Practical Completion L&Q has not had reservation(s) for any remaining Units, L&Q must demonstrate to the Council that they have carried out a reasonably good marketing campaign. If the Council (acting reasonably) is satisfied that L&Q carried out a satisfactory marketing campaign then L&Q can market the Units for themselves as they see fit free from the terms of this Agreement provided that they give priority to prospective purchasers living within the London Borough of Ealing (the Borough) administrative area or purchasers who wish to move to the Borough initially then in the North West London sub region and then London wide who:

- Fulfil the current Council and HCA eligibility criteria
- Are purchasing an equitable interest in a residential property for the first time or if they are forming a new household they do not have adequate equity from their previous home to buy on the open market
- If an existing owner, provide Council confirmation that they have a priority housing need for alternative accommodation

4.3 L&Q will then approach the proposed purchasers and agree the sale ensuring that the purchaser understands the requirement for a covenant that ensure any re-sale is in accordance with this Agreement and HCA requirements

5. **NOMINATION LISTS**

Throughout the course of construction of the Units and the marketing of the Units for sale, L&Q and the Council shall respectively observe and comply with the procedures and requirements set out in Schedule 2 hereto relating to the approval of Nominees by the Council

6. **MONITORING**

L&Q shall provide to the Council on a monthly basis such information relating to applicants as may be reasonably required by the Council for the purposes of monitoring to include:

- Ethnic background
- Income
- Savings
- Previous tenure

7. **RESALES**

7.1 The Council is entitled to nominate persons for a Resale and nomination shall follow the same marketing process and procedures as for initial sales

7.2 If

7.2.1 L&Q is not satisfied that the nominee meets the requirements in the Clause 7.1 or

7.2.2 the Council fails to nominate as set out in Clause 7.1 or

7.2.3 the nominee rejects the offer of the Unit or

7.2.4 the nominee fails to complete on the acquisition of the Unit within 8 weeks of receiving notice of the sale from L&Q

then in any such case L&Q will be free to allocate the Resale Unit as it shall decide but in accordance with Clause 4.2

7.3 At the end of every twelve month period (commencing with the date of this Agreement) L&Q will send the Council a schedule setting out details of all completed Resales in the relevant twelve month period and whether or not the Resale was to a Nominee

8. **EXCLUSIONS**

8.1 The obligations in this Agreement shall not be binding upon the owner or owners for the time being of the Units being:

8.1.1 any person to whom L&Q grants a Shared Ownership Lease or any successor in title to any such person or any person deriving title therefrom (whether directly or indirectly); or

8.1.2 any mortgagee or chargee of any person to whom L&Q grants a Shared Ownership Lease or any receiver or manager or administrative receiver appointed by the mortgagee or chargee and this Agreement shall cease to apply and bind any such Unit disposed of by such mortgagee chargee receiver manager or administrative receiver appointed by such mortgagee or chargee or any successor in title or person deriving title through any

such mortgagee chargee receiver manager or administrative receiver as aforesaid (whether directly or indirectly);

8.1.3 any person whom by virtue of the terms of a Shared Ownership Lease is granted or has transferred to such a person either a reversionary interest or a new lease pursuant to the terms of a Shared Ownership Lease of such Unit or acquires 100% of the equity in such Unit and this Agreement shall cease to apply to and bind such Unit so acquired;

8.2 The obligations in this Agreement shall not be binding on any mortgagee or chargee of L&Q in respect of the Property or any part and or the Units or any of them when exercising a power of sale or upon any receiver (or manager or administrative receiver) appointed by such mortgagee or chargee over the same or a person who is a successor in title to or derives title through or under any such mortgagee or chargee or receiver (or manager or administrative receiver) appointed by such mortgagee or chargee with the intent that such mortgagee chargee receiver manager or administrative receiver or successor in title or persons deriving title therefrom (directly or indirectly) shall be entitled to sell let charge or otherwise deal with the relevant Unit or Units free from the provisions of this Agreement which shall thereafter cease to apply to and bind the relevant Unit or Units so disposed of

9. **TERM OF AGREEMENT**

This Agreement shall expire on the twentieth anniversary of the date the last Unit is allocated for sale under a Shared Ownership Lease by L&Q

10. **UNLAWFUL DISCRIMINATION**

10.1 L&Q shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976 or any statutory modification or re-enactment of that Act

10.2 L&Q shall take all reasonable steps to secure that all employees or agents of L&Q and all sub-contractors employed in the performance of this Agreement do not unlawfully discriminate as set out in clause 10.1

11. DISPUTE RESOLUTION

In the case of dispute or difference on any matter under this Agreement or as to the construction of this Agreement any such dispute or difference shall be referred to a single arbitrator to be agreed between the parties or in default of agreement to be nominated by the President for the time being of the Institute of Housing in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory re-enactment or modification for the time being in force

12. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

No provisions of this Agreement shall be construed as creating any rights enforceable by a third party as defined by the Contracts (Rights of Third Parties) Act 1999 and all third party rights as may be implied by law or deemed to be enforceable by the Contracts (Rights of Third Parties) Act 1999 are hereby excluded to the fullest extent permitted by law

IN WITNESS whereof L&Q and the Council have caused their Common Seal to be hereunto affixed the day and year first before written

SCHEDULE 1

Nominations Procedure

1.1 MINIMUM SELECTION CRITERIA

- The applicant's income or financial situation should be appropriate for the interest in the Unit proposed to be purchased; and
- The applicant is purchasing an equitable interest in residential property for the first time or if the applicant is a previous home owner, he or she is forming a new household SUBJECT TO THE PRESUMPTION that the applicant does not retain a substantial equity from a previous home ownership provided that an applicant with such an equity shall be considered if the social circumstances justify it or the applicant's existing home is subject to a compulsory purchase order or threat of a compulsory purchase order promoted by the Council

1.2 Council's criteria, subject always to the requirements of the HCA, to determine priority order

- i) Where appropriate residents transferred from properties subject to regeneration schemes (decants)
- ii) Social housing tenants
- iii) Home seekers – in date order of how long they have been on the housing register subject to minimum share sales available

Note – key workers only get a priority if it is a scheme specifically approved for key workers

SCHEDULE 2
NOMINATION LIST PROCEDURE

1. L&Q shall give the Council not less than 3 months notice prior to the anticipated Practical Completion containing the following information:
 - 1.1 The date of anticipated Practical Completion of the Units
 - 1.2 The estimated open market value of the Units based on current ARICS valuation
 - 1.3 Confirmation that the affordable income levels required are within the GLA's affordable housing planning policy levels.
2. Following receipt of the notice in paragraph 1 as above L&Q shall confirm the open market value of the Units and income levels required for the purchase.

Comment [EC1]: This is currently GLA levels and needs to state so.

3. Prior to the commencement of marketing of the Units L&Q will provide the Housing Options Manager (HOM) with copies of their promotional marketing information and ask the HOM for a list of suitable purchasers from the Housing Register / Homebuy Agent (currently First Steps) or any similar agent that may be approved by the HCA
4. The Council shall provide such a list at paragraph 3 within 1 week of the request
5. Upon receipt of the mailing list from the Council L&Q will update their list of proposed purchasers for the Units and send it to HOM. The list will be updated by L&Q daily weekly or monthly as shall be appropriate to demand

1. The list to comprise details of each proposed purchaser's:

- Name
- Address
- Confirmation that they are purchasing an equitable interest in a residential property for the first time or if they are forming a new household they do not have substantial equity from their previous home
- Council confirmation that an existing owner has a priority housing need for alternative accommodation
- Unit to be purchased, equity share and price
- Detail of present tenure
- Size and type of home to be vacated. (Public sector tenants only)

2. Within 5 Days of receipt, the HOM will confirm in writing the Council's acceptance or refusal, as the case may be, of each proposed purchaser as a Nominee. If the Council shall not respond within 7 Days it will be deemed a Council's acceptance.

3. On receipt of notification of the Council's acceptance of a purchaser (or the Council's deemed acceptance taking effect) L&Q may offer the Nominee their chosen Unit. At this stage, if the Nominee is currently occupying Council accommodation, L&Q will inform the Nominee in writing that he or she must contact the Council immediately to discuss his/her intended vacation of existing accommodation
4. L&Q will keep the HOM informed of the progress of the sale and L&Q will send a formal allocation sheet to HOM for approval before the exchange of contracts of the Unit
5. On receipt of formal allocation sheet (if the property being vacated is a Council property) then HOM will:
 - (a) ensure that the outgoing tenant has completed all the required documentation to vacate his or her Council home including the giving of four weeks' notice of termination of tenancy; and
 - (b) check that the rent is up to date;
6. L&Q will on exchange of contracts, inform the HOM forthwith in writing with the details of the estimated and confirmed completion date and the date of vacation of the existing accommodation
7. Should the Unit vacated be in the ownership of the Council or L&Q the HOM will:
 - 7.1 for a Council property ensure that the relevant area housing office is informed of the completion date and the proposed date of vacation of the Unit
 - 7.2 for Unit owned by L&Q update their nominations records

7.3 arrange for the Nominees name to be removed from the Housing Register

REGISTER

8. On completion of the sale of the last of the Units following Practical Completion, L&Q will send the HOM a summary list of all applicants and details of the Units allocated to them including whether the purchaser is a resident or employed and their gross annual household income

The COMMON SEAL of)
THE COUNCIL OF THE)
LONDON BOROUGH OF EALING)
is hereunto affixed in the presence of:)

Authorised Officer

Executed as a Deed by affixing)
THE COMMON SEAL OF LONDON & QUADRANT)
HOUSING TRUST)
in the presence of)

Authorised Signatory

Authorised Signatory

Dated

2013

L&Q HOUSING GROUP LIMITED

- and -

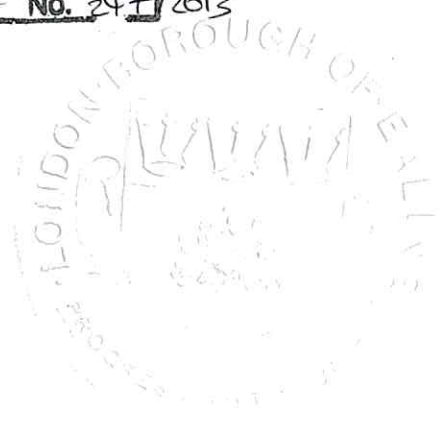
**THE COUNCIL OF THE
LONDON BOROUGH OF EALING**

**SHARED OWNERSHIP
NOMINATION AGREEMENT**

relating to properties on land at

**SOUTH ACTONESTATE PHASE 2
ACTON LONDON W3 8TL**

**Legal Services
London Borough of Ealing
Perceval House
14/16 Uxbridge Road
Ealing
W5 2HL**



EXECUTED AS A DEED by the Council)
by causing its common seal to be affixed)
In the presence of.-)

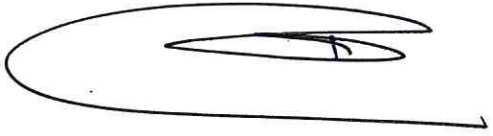
The Authorised Officer


Signature *AS Bah*

Name *AS Baklone*

Designation *Head of QA (SCS)*

EXECUTED AS A DEED BY)
ACTON GARDENS LLP)
Acting by two members)

X  *X* *RSC*

L  *X* *L+Q*

