

DATED

2007

THE METROPOLITAN BOROUGH COUNCIL OF STOCKPORT

and

ROWLAND HOMES LIMITED

and

HSBC BANK PLC

AGREEMENT

**Pursuant to Section 106 of the
Town and Country Planning Act 1990
Relating to The Edgeley Centre, Avondale Road, Cheadle Heath, Stockport**

**Barry Khan
Council Solicitor
Stockport MBC
Town Hall
Stockport
SK1 3XE**

THIS AGREEMENT is made the day of two thousand and

seven **BETWEEN:**

THE METROPOLITAN BOROUGH COUNCIL OF STOCKPORT of Town Hall Wellington Road South Stockport SK1 3XE (hereinafter called "the Council") of the one part

ROWLAND HOMES LIMITED (Company Registration No. 2790915) of Farington House Stanifield Business Park Stanifield Lane Leyland Lancashire PR25 4UA (hereinafter called "the Developer") of the second part and

HSBC BANK PLC (Company Registration No. 14259) of Sheffield Securities Processing Centre PO Box 3924 Sheffield S1 9BD (hereinafter called "the Mortgagee) of the third part

WHEREAS

- (1) The Developer is the registered proprietors of the freehold interest in part of the Land under Title Number MAN45685 subject to a charge in favour of the Mortgagee
- (2) The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 for the Metropolitan Borough of Stockport within which the Land (as hereinafter defined) is situate
- (3) The Council has granted the Planning Permission for the Development and the Developer has submitted the Application
- (4) The Developer intends:-

- (a) to provide Affordable Housing within the Development in accordance with the provisions of the First Schedule through a RSL and the obligations of the RSL shall be governed in particular by paragraph 3 of the First Schedule whereby all Affordable Units transferred to a RSL shall subsequently be Disposed of by the RSL on a shared ownership basis
- (b) if an Affordable Unit is sold to a RSL who then Dispose of their interest under a shared ownership scheme then any subsequent sale by the person(s) who have acquired their interest in the Affordable Unit from an RSL shall not be governed by the provisions of this Agreement and that person(s) shall be free to sell whatever share of the ownership of the Affordable Unit that person(s) has acquired at the market value of that share in the normal manner
- (c) if the obligation to transfer the Affordable Housing to a RSL shall cease to have effect because it has not been possible to conclude a sale to a RSL within the 6 month period referred to in paragraph 4.1 of the First Schedule then the Affordable Housing shall be Disposed of at the Affordable Price to an Approved Person in accordance with the provisions of paragraph 4 of the First Schedule and in accordance with the provisions of the Second Schedule
- (d) if an Affordable Unit is not sold to a RSL then it is intended that upon any subsequent Disposal by the Approved Person (or his her or their successors in title) the selling price shall be the Affordable Cost, that is to say, the Market Value of the Affordable Unit multiplied by the Discount

NOW THIS DEED WITNESSETH as follows:-

the Equivalent Mortgage Repayments that would have been payable had the Approved Person acquired the Affordable Unit for the sum calculated in accordance with paragraph 1.5 of the Second Schedule hereto

1.1.3 “the Affordable Housing” the fifteen three bedroom dwellings numbered plots 10, 11, 12, 13, 14, 15, 16, 30, 31, 46, 47, 48, 57, 58, and 59 and shown edged blue on the attached plan to be provided by the Developer at the Affordable Cost in accordance with and subject to the provisions of the First Schedule

1.1.4 “Affordable Price” a sum not exceeding £78,722.10) (except for increases in accordance with paragraph 1.1 of the First Schedule)

1.1.5 “Affordable Unit” each and every one of those units comprising the Affordable Housing

1.1.6 “the Agreed Value” the Market Value of the relevant Affordable Unit being part of the Affordable Housing ascertained in accordance with the provisions of the First Schedule hereto

1.1.7 “the Application” an application dated 22 August 2006 for approval of reserved matters numbered DC0214106 submitted to the Council by the

	Developer pursuant to the Planning Permission
1.1.8 “Approval of Reserved Matters”	Approval of Reserved Matters pursuant to the Planning Permission and the Application in the form of the draft annexed hereto
1.1.9 “Approved Person”	a person who has reasonably demonstrated to the Council a need for Affordable Cost housing based on his earned income and any available capital together with any earned income and available capital of any persons who would live with such person in the Affordable Unit and who meets the criteria for low cost home ownership operated from time to time by the RSL
1.1.10 “commuted sum”	eleven thousand and fifty five pounds and ten pence (£11,055.10)
1.1.11 “the Development”	the erection of fifty nine dwellings on the Land
1.1.12 “the Discount”	the aggregate of the Affordable Prices of all the Affordable Units divided by the aggregate of the Agreed Values of all those Affordable Units
1.1.13 “Disposal”	each and every means by which the right of occupation of an Affordable Unit is given or transferred to another person body or company and “Dispose” shall be construed

accordingly and for the sake of clarity the term "Disposal" and "Dispose" shall not include mortgages nor the purchase of the freehold of the Land nor the exercise of the right to staircase under a shared ownership lease

1.1.14 "Equivalent Mortgage Repayments"

in respect of an Affordable Unit which is rented (either in its entirety by the Owner or as part of a shared ownership scheme by a RSL) an amount equivalent to such amount as a borrower would from time to time ordinarily have to pay under a variable interest rate repayment mortgage (on a 25 year term) with Halifax Plc (or its successors) in relation to a mortgage debt equivalent in amount to the Affordable Cost (or in the case of a RSL shared ownership scheme the Affordable Price) of that Affordable Unit on a Disposal by sale at the time the Affordable Unit is rented

1.1.15 "First Disposal"

the Disposal of an Affordable Unit by the Owner to an Approved Person who is the first person to occupy the Affordable Unit as his main residence

1.1.16 "Housing Unit"

each dwelling within the Development

1.1.17 "implement""implementing" carry(ing) out a material operation as

and “commence”	defined in section 56 of the Act but the term “material operation” shall exclude works of demolition site clearance ground investigations site surveys archaeological investigations and the erection of boundary fencing or hoardings
1.1.18 “the Land”	all that the land and premises known as The Edgeley Centre Avondale Road Cheadle Health Stockport and shown edged red on the attached plan
1.1.19 “Market Dwellings”	the dwellings comprising the Development other than the Affordable Housing
1.1.20 “Market Value”	the estimated amount for which a property should exchange on the date of valuation between a willing buyer and a willing seller in an arm’s length transaction after proper marketing wherein the parties had each acted knowledgeably prudently and without compulsion
1.1.21 “Nomination Form”	a completed notice in the form annexed hereto and providing all the information referred to therein requesting the Council to nominate an Approved Person for occupation of the Affordable Unit referred to therein

- 1.1.22 "the Planning Permission" outline planning permission for the Development numbered DC019422 granted by the Council and dated 16th November 2005
- 1.1.23 "Recycled Capital Receipts Fund" the RSL's Recycled Capital Receipts Fund operated in accordance with section REC-4 of The Housing Corporation's "Capital Funding Guide" dated 1 October 2002
- 1.1.24 "RSL" a Registered Social Landlord registered with the Housing Corporation
- 1.1.25 "RSL Affordable Cost" on a Disposal by a RSL on a shared ownership basis the price paid for the share of the equity of the Affordable Unit sold to an Approved Person which shall not exceed the Affordable Price for the Affordable Unit and in addition a rent/finance charge may be levied to the extent that repayments on a mortgage of the type referred to in clause 1.1.11 on the share of the ownership acquired by the Approved Person and rent/finance charge payments do not exceed the Equivalent Mortgage Repayments that would have been payable had the Approved Person acquired the Affordable Unit (or the share thereof rented) at the Affordable Price and paid a rent/finance charge of £10 per week
- 1.1.26 "Staircase" acquire an additional share or shares of the

equity of the Affordable Unit

- 1.1.27 "Working Day" any day from Monday to Friday (inclusive) which is neither Christmas Day nor Good Friday or a statutory Bank Holiday
- 1.2. The expressions "the Council" "the Developer" and "the Mortgagee" shall include their respective successors in title and assigns unless the context otherwise requires
- 1.3 Words importing the singular number only shall include the plural number and vice versa and words importing any particular gender shall include masculine feminine and neuter genders.
- 1.4 References in this Agreement to any clause or sub-clause or appendix without further designation shall be a reference to the clause or sub-clause of or appendix to the Agreement so numbered.

Statutory Powers

2. This Agreement is made in pursuance of Section 106 of the Act to the intent that it shall bind all interests in the Land into whosoever hands the same may come and the Developer and its successors in title and assigns and all persons claiming under or through it

Commencement

3. Except as otherwise mentioned this Agreement shall take effect when the Approval of Reserved Matters is granted

Developer's Covenants

4. The Developer for itself and its successors in title and assigns hereby covenants with the Council that it will comply in all respects with the obligations on its behalf in the First Schedule and the Second Schedule

Council's Covenants

5. The Council covenants with the Developer that it will comply with the covenants on its behalf in the Third Schedule

Consequential Matters

6. It is hereby agreed and declared as follows:-
 - 6.1 the Developer shall on the date hereof pay to the Council its costs of £xxx incurred in the preparation of this Agreement
 - 6.2 the covenants in this Agreement are planning obligations for the purposes of Section 106 of the Act and are enforceable by the Council
 - 6.3 without prejudice to liability for any subsisting breach of covenant prior to parting with such interest no person shall be liable for breach of a covenant contained in this Agreement after having parted with all interest in the Land or the part thereof in respect of which such breach shall occur

- 6.4 all notices served pursuant to this Agreement shall be in writing and shall (except in relation to notifications given to the Council pursuant to paragraphs 1.1 and 2.3 of the Second Schedule hereto) be deemed duly served if delivered or sent by the recorded delivery service in the following manner:-
- 6.4.1 in the case of a notice to be served on the Council addressed to its Chief Executive at the above address
- 6.4.2 in the case of a notice to be served on the Developer to the Developer at its registered office
- 6.5 if the Planning Permission expires because it is not implemented this Agreement shall be annulled and of no effect and the Council shall immediately remove from its local register of local land charges any entry relating to this Agreement
- 6.6 no purchaser of a Housing Unit shall be liable for any of the obligations contained in this Agreement other than the provisions of the Second Schedule so far as they apply to that Affordable Unit if the Second Schedule shall apply
- 6.7 nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement

6.8 where any certificate consent permission approval or satisfaction is required to be given under this Agreement such certificate consent permission approval or satisfaction shall be in writing and will not be unreasonably withheld or delayed

6.9 unless expressly stated nothing in this Agreement shall create any rights pursuant to the Contracts (Rights of Third Parties) Act 1999 in favour of any person other than the parties hereto

7. Expert

7.1 Except as to matters of law and subject to the express provisions of this Agreement to the contrary any dispute or difference arising between the parties as to any of the provisions of this Agreement and/or their respective rights duties or obligations or as to any other matter or thing in any way arising out of or in connection with the subject matter of this Agreement shall forthwith be referred by the parties or any of them for determination by an independent person (“the Expert”) to be agreed upon between the parties and failing such agreement within ten (10) Working Days of any party calling upon the others to agree to be appointed on the application of the parties or any of them by the President for the time being of The Royal Institution of Chartered Surveyors or any successor Institute (“the President”)

7.2 The Expert shall act as an expert and make his determination within twenty (20) Working Days from the date of his appointment such

determination to be made in writing giving full reasons therefor and shall be binding upon the parties

7.3 If the Expert shall die delay or become unwilling or incapable of acting or if for any reason the President shall in his absolute discretion think fit he may in writing discharge the Expert and appoint another in his place

7.4 It is hereby agreed and declared that:-

- (a) the Expert shall afford to the parties the opportunity to make representations in writing and consider any written representations made by or on behalf of the parties hereto which are received by him within ten (10) Working Days after the parties have been afforded such an opportunity and each party shall be entitled to receive a copy of any such written representations made by or on behalf of the other parties and within five (5) Working Days of such receipt to make written counter-representations
- (b) the Expert shall be entitled to call for such independent expert advice on such matters as he shall think fit
- (c) the Expert shall have an unfettered discretion to determine the reference to him
- (d) the fees and expenses of the Expert including the cost of his appointment shall be borne equally between the parties (and if any party shall pay the Expert's fees and expenses it shall be entitled to recover one half from the other) unless the Expert shall direct otherwise and he shall have power so to direct if he considers it

reasonable to do so having had regard to the conduct of the parties during the course of the dispute in question

8. Inflation and Interest on Sums Due

8.1 The Commuted Sum shall be uplifted by the amount which bears the same proportion thereto as the amount by which the all items figure of the Index of Retail Prices published by the Office for National Statistics or any successor Ministry or Department for the month immediately preceding the date of payment exceeds the index figure of the said Index at the date of this deed

8.2 if any sum due to the Council under this agreement shall remain unpaid after the same has become due interest shall be paid thereon from the date the sum becomes due to the date of payment at the rate 4% above the base rate of interest of the Bank of England applying from time to time during such period

9. The Mortgagee

9.1 The Mortgagee hereby consents to the giving of the obligations on the part of the Developer herein contained and acknowledges that this agreement binds the Land. The Mortgagee shall only be liable for any breach of this agreement if it has itself caused the breach whilst Mortgagee in possession. They shall not be liable for any pre-existing breach

9.2 The Developer hereby covenant to indemnify the Mortgagee in respect of any liabilities action demands proceedings costs and expenses arising directly or indirectly as a result of the Mortgagee having entered into this

agreement

IN WITNESS whereof this document has been executed as a Deed by the respective parties hereto in the appropriate manner with the intention of such document being Delivered on the part of each of them as a Deed on (but not before) the day and year first before written

FIRST SCHEDULE

Part 1 (Planning Obligations concerning Affordable Housing)

- 1. Determination of Affordable Cost which shall apply both in relation to a Disposal by the Owner to an RSL and to a Disposal by the Owner under the provisions of the Second Schedule**
- 1.1 If on the date of the First Disposal of an Affordable Unit the Greater Manchester Research has published a figure for gross weekly pay for all workers living in Stockport in respect of a year after 2006 the Affordable Price shall be uplifted by the same proportion that the figure for the latest year published as aforesaid bears to the figure for 2006. If Greater Manchester Research fail in any year to publish a figure for gross wages for all workers living in Stockport then the Affordable Price shall be uplifted according to similar figures published instead by the Office for National Statistics in and after 2006 to the intent that the same provisions shall apply mutatis mutandis as if the Office for National Statistics had been mentioned above instead of Greater Manchester Research
- 1.2 Upon the first Disposal of the first Affordable Unit to be disposed of the Developer shall submit in writing to the Council for approval (such approval not to be unreasonably withheld or delayed) its assessment of the Market Value of each of the Affordable Units at that time

1.3 If the Council does not approve the assessment of the Open Market Value of the Affordable Units the Open Market Value of each Affordable Unit not approved as aforesaid shall be determined by an Expert in accordance with clause 6 of this Agreement

2. Developer's Obligations

2. The Developer shall:-

2.1 not commence the Development (with the exception of demolition works) until it has submitted to and the Council has approved (such approval not to be unreasonably withheld or delayed) proposals for the timing of the provision of Affordable Housing and notice of intention to commence the Development

2.2 build the Affordable Housing in accordance with:-

2.2.1 the Planning Permission and

2.2.2 specification to be approved by the Council (acting reasonably)(which specification shall take into account the requirements of the RSL and subject to that shall generally accord with that of the Market Dwellings of the same or similar type as the Affordable Housing PROVIDED THAT it is hereby acknowledged that the specification for any Market Dwelling may be higher than for the Affordable Housing of the same or similar type when the purchaser of any Market Dwelling has requested and paid for such higher specification)

2.2.3 the proposals approved in accordance with paragraph 2.1 of this Schedule

- 2.3 use all reasonable endeavours to enter into an agreement with a RSL within six months of the date upon which the Planning Permission is first implemented to transfer the Affordable Housing to a RSL upon completion thereof at the Affordable Price for each Affordable Unit subject however to paragraph 4.1 of this Schedule
- 2.4 not Dispose of more than 29 Market Dwellings until the Affordable Housing has been practically completed and each Affordable Unit has been transferred to a RSL at the Affordable Price subject however to paragraph 4.1 of this Schedule
- 2.5 give notice in writing to the Council as soon as reasonably practicable after the completion of the disposal of the Affordable Housing to a RSL

3. Obligations of an RSL

3. Upon the Disposal of the Affordable Housing to the RSL "RSL" shall be substituted for "Council" in the definition of "Approved Person" in clause 1.1.7 and the RSL shall at all times hereafter:-
- 3.1 manage the Affordable Housing in accordance with the RSL's usual and normal shared ownership terms and conditions of the type and style recommended by the housing corporation in such form of standard shared ownership long lease as shall be appropriate for the Affordable Housing
- 3.2 require (insofar as it is legally possible to do so) each Approved Person who acquires an Affordable Unit to enter into an obligation in the document effecting the relevant Disposal to occupy it as that person's sole or main residence

- 3.3 not Dispose of or sell any part or share of the equity of an Affordable Unit for a consideration which exceeds the RSL Affordable Cost PROVIDED THAT nothing in this agreement shall prevent or restrict the right of an Approved Person who has acquired a share of the ownership or part of the equity of an Affordable Unit subsequently to staircase under a Shared Ownership Lease and subsequently to Dispose free of restrictions of his or her interest in that Affordable Unit.
- 3.4 pay into a designated reserve fund to be operated in the same manner as the Recycled Capital Receipts Fund any proceeds (after deduction of mortgage redemption and legal and administrative costs) received from an Approved Person who has increased his equitable share of an Affordable Unit pursuant to the right to staircase under a Shared Ownership Lease
- 3.5 utilise any proceeds referred to in paragraph 3.4 for the provision of affordable housing within Stockport including the use of such sum as is necessary to enable an Affordable Unit to be sold at the RSL Affordable Cost where the current value of the share of that Affordable Unit owned by the former Approved Person exceeds the RSL Affordable Cost following the exercise by that person of the right to staircase
- 3.6 maintain records in respect of each Affordable Unit containing the name of the shared owner(s) and occupier(s) of the Affordable Unit and sufficient details of that person(s) to show that he/she is an Approved Person and the price or rent paid for the Affordable Unit and upon request allow the Council to inspect those records in order to enable the Council to verify that the Affordable Housing has been Disposed of in accordance with the terms of this Agreement

4. Obligations of the Developer if the Affordable Housing is not transferred to an RSL

4.1 The obligation in paragraph 2.4 and 2.5 to convey the Affordable Housing to a RSL shall at the Developer's discretion cease to have effect upon the expiry of a period of six months commencing on the date upon which the Planning Permission is first implemented if an agreement for the sale of the Affordable Housing to a RSL has not been exchanged before the expiry of the said period of six months PROVIDED THAT it is demonstrated to the reasonable satisfaction of the Council that the Developer has used reasonable endeavours to conclude such an agreement with a RSL

4.2 If the provisions in paragraph 2.4 and 2.5 shall cease to apply in the circumstances referred to in paragraph 4.1 the Owner shall not Dispose of more than 29 Market Dwellings until the Affordable Housing has been practically completed and each Affordable Unit is available for sale in accordance with the arrangements set out in the Second Schedule hereto

Part 2

(Additional Planning Obligations)
(Commuted Sum)

5.1 The Developer shall:-

5.1 not implement the Planning Permission until the Commuted Sum increased with inflation in accordance with clause 8.1 has been paid to the Council

- 5.2 not less than seven days before commencing the Development give notice to the Council of its intention to commence the Development and pay to the Council the Commuted Sum

SECOND SCHEDULE

(Additional Affordable Housing provisions that will apply if the Affordable Housing is not transferred to a RSL)

Developer's Obligations concerning First Disposals

1. The Developer shall:-
 - 1.1 not less than three months prior to the completion of each Affordable Unit submit to the Council a Nomination Form in respect thereof
 - 1.2 upon receipt of nominations by the Council of an Approved Person co-operate with and provide reasonable assistance to the Approved Person in connection with the acquisition by the Approved Person of the Affordable Unit
 - 1.3 on completion of each Affordable Unit or as soon as possible thereafter use reasonable endeavours to Dispose of such Affordable Unit at the Affordable Price to an Approved Person in the manner hereinafter provided
 - 1.4 upon the Disposal of each and every Affordable Unit to an Approved Person to secure a covenant from the Approved Person to comply with the provisions of this Second Schedule

- 1.5. upon each Disposal of an Affordable Unit (after the First Disposal) by a person who has acquired his interest in the Affordable Unit under the provisions of this Schedule the Affordable Unit shall not be disposed of for a price which exceeds the Affordable Cost which shall be the Market Value thereof at the time of such Disposal (either agreed with the Council or determined by the Expert) multiplied by the Discount
- 1.6. nothing in this Schedule shall oblige the Developer on the first Disposal of each of the Affordable Units to Dispose of them otherwise than by means of the grant of a long leasehold interest at a premium

Covenants applicable to all Disposals and occupation of an Affordable Unit

- 2 The Developer shall:-
 - 2.1 use its best endeavours to ensure that the Affordable Unit is occupied as the sole or Main Residence of the Approved Person
 - 2.2 not Dispose of any Affordable Unit for a consideration that exceeds the Affordable Cost
 - 2.3 not Dispose of any Affordable Unit otherwise than to an Approved Person nor place an Affordable Unit on the market for Disposal unless a Nomination Form has been submitted to the Council in respect of that Disposal of that Affordable Unit and either:-
 - (a) a period of eight weeks has elapsed from the receipt by the Council

of such Nomination Form and the Council has failed to nominate any Approved Person in accordance with paragraph 3 of this Schedule or

- (b) if the Council has nominated an Approved Person a period of six months (or in the case of a sale by a seller acting as Mortgagee in Possession under a power of sale contained in a registered charge a period of three months) has elapsed from the date of receipt by the Council of the Nomination Form and an agreement for the Disposal of the Affordable Unit to an Approved Person has not been entered into

- 2.4 upon the receipt from the Council of a nomination in writing of an Approved Person in accordance with paragraph 3 hereof co-operate with and provide reasonable assistance to (which for the avoidance of doubt shall not include any financial assistance or payment of the Approved Person's legal costs or disbursements) and use reasonable endeavours to Dispose of the Affordable Unit to the Approved Person at the Affordable Cost within the period of months referred to in paragraph 2.3(b) of this Schedule

Nominations of Approved Persons

- 3.1 The Council may within eight weeks of the receipt of each Nomination Form under paragraph 2.3 of this Schedule nominate any number of Approved Persons by written notification to the Owner **PROVIDED THAT** although the Council may nominate any number of Approved Persons to purchase the Affordable Unit in question within the said 6 months period

such nominations shall only be made in succession to the previous nomination and the Developer shall not be obliged to deal with more than one Approved Person at a time in relation to each Affordable Unit

3.2 If:-

3.2.1 any Approved Person nominated by the Council under paragraph 3.1 of this Schedule withdraws from the acquisition of the Affordable Unit; or

3.2.2 the Council considers that satisfactory progress is not being made in the acquisition of the Affordable Unit; or

3.2.3 the Developer makes representations to the Council that an Approved Person is not making satisfactory progress with regard to the acquisition of an Affordable Unit and the Council (which acting reasonably shall take due account of such representations) consents to the Developer terminating arrangements with that Approved Person;

the Council may at any time within six months of the receipt of the Nomination Form nominate further Approved Persons but subject to the provisions of paragraphs 2.3 and 4.1 and to the proviso to paragraph 3.1 of this Schedule.

Disposal of an Affordable Unit at Affordable Cost to a person who is not an Approved Person

4.1 The Developer may Dispose of an Affordable Unit at the Affordable Cost to any person who is not an Approved Person if either:-

4.1.1 the Council has failed to nominate an Approved Person within the period of eight weeks from the receipt of a Nomination Form in respect of that Affordable Unit (or such shorter period as may be approved in writing by the Council) or

4.1.2 the Council has nominated an Approved Person in respect of that Affordable Unit but an agreement has not been entered into for the Disposal of that Affordable Unit to such Approved Person within the period referred to in paragraph 2.3(b) of this Schedule **PROVIDED THAT** the Owner has:

- (a) complied fully with paragraph 2.4 of this Schedule and
- (b) notified the Council in writing immediately it becomes aware that an Approved Person has decided not to proceed with the Disposal to him of the Approved Unit and
- (c) dealt with any subsequent nominations made by the Council in accordance with Paragraph 3.2 of this Schedule as if such nominations had been made in accordance with paragraph 3.1 of this Schedule

4.2 Upon the Disposal of an Affordable Unit pursuant to paragraph 4.1 of this Schedule to a person who is not an Approved Person such person shall be deemed to be an Approved Person and the provisions of this Schedule shall remain in force

Submission of Nomination Forms to the Council

5.1 All Nomination Forms submitted to the Council under paragraphs 1.1 and 2.3 shall notwithstanding the provisions of clause 5.4 of this Agreement

be served by being delivered or sent by the recorded delivery service addressed to the Director of Community Services (Housing Advice Team) at Stopford House Piccadilly Stockport SK1 3XE or to such other officer or address as the Council may notify the Owners

Records

6. The Developer shall maintain records in respect of each Affordable Unit containing the name of the shared owner(s) and occupier(s) of the Affordable Unit and sufficient details of that person(s) to show that he/she is an Approved Person and the price or rent paid for the Affordable Unit and upon request allow the Council to inspect those records in order to enable the Council to verify that the Affordable Housing has been Disposed of in accordance with the terms of this Agreement

THIRD SCHEDULE

(Council's obligations)

The Council shall:-

1. issue the Approval of Reserved Matters to the Developer within 2 days of the date of this Agreement
2. use the Commuted Sum in accordance with Section 6 of the document entitled "Supplementary Planning Guidance to the Stockport Unitary Development Plan - Recreational Open Space Provision and Commuted Payments" dated July 2006 or any amendment or revision thereto and if upon the expiry of a period of eight years from the date of payment the Commuted Sum has not been spent or committed for such use to refund to the party who paid the same any part thereof that has not been spent or committed with interest thereon from the date of receipt by the Council to the date of

repayment at the base rate of the Bank of England from time to time during

which the said sum is held

THE COMMON SEAL of THE)
METROPOLITAN BOROUGH COUNCIL)
OF STOCKPORT was hereunto)
affixed in the presence of:-

Mayor

Council Solicitor

THE COMMON SEAL of ROWLAND HOMES)
LIMITED was hereunto affixed in the presence of:-)

Director

Director/Secretary

THE COMMON SEAL of HSBC BANK PLC)
was hereunto affixed in the presence of:-)

Director

Director/Secretary

NOMINATION REQUEST TO STOCKPORT COUNCIL

1. **Address of Property**

.....

.....

2. **Property Details:-**

2.1 **Type**

2.2 **Number of Bedrooms**

2.3 **Floor Level**

2.4 **Lift?** **Yes/No** (Delete as appropriate)

2.5 **Heating Type**

2.6 **Special Features**

.....

.....

.....

2.7 **Pets Allowed?** **Yes/No** (Delete as appropriate)

3. **Tenure** (if leasehold please state term unexpired)

.....

4. **Proposed sale price/rent**

5. **Amount of any service charge**

Payment dates

6. **Date available for occupation**

7. **Comments/Information**

.....

.....

.....

Signed..... **Date**.....

On behalf of (if a developer).....

Address

Telephone No......

Please see notes overleaf on completion of this form

NOTES

1. A separate nomination form should be submitted for each property.
2. Property Details:
 - 2.1 Type eg., Terraced house, semi detached house, detached house, or flat
 - 2.3 Floor level need only be answered for flats and maisonettes
 - 2.6 Special Features – if the property is designed to meet particular housing needs please give details, eg., Cat I/Cat II for the elderly, or to meet mobility standards.
3. Comments/Information – Please provide any information which you consider may assist the Council in selecting suitable nominees.
4. When completed this form should be sent to the Director of Community Services (Housing Advice Team) at Stopford House, Piccadilly, Stockport SK1 3XE

Annex 1

STOCKPORT'S AFFORDABLE PRICES 2008-09

Contact: Chris O'Brien, Planning Policy Officer
0161 474 3534 – Email chris.obrien@stockport.gov.uk

Property Size	Maximum Sale Price
45 sq metres or less	£64,562.11
46 to 65 sq metres	£74,104.21
65 to 84 sq metres	£79,405.79
Over 85 sq metres	£92,980.11

STOCKPORT HOUSING PARTNERSHIP

List of partner registered Housing Associations

Contour Housing Group

(Contact: Vicky Carroll/Louise Marsden (Development), Eddie Vickers (Housing Management))
Quay Plaza 2, 1st Floor – Lowry Mall, Salford Quays, Salford M50 3AH
Tel. No. 0161 875 8130 / 0845 602 1120 / Fax 0161 875 8200
Email mail@contourhousing.co.uk

Equity Housing Group

(Contact: Peter Glover/Nigel Bennett)
Armitt House, Monmouth Road, Cheadle Hulme, Stockport SK8 7EF
Tel. No. 0161 486 9911 / Fax 0161 485 5858
Email info@equityhousing.co.uk

Johnnie Johnson Housing

(Contact: Steven Normansell/James Bromfield)
Astra House, Spinners Lane, Poynton SK12 1GA
Tel. No. 0845 604 1095 / Fax 01625 870115
Email generalenquires@jjhousing.co.uk

Manchester and District Housing Association (part of Harvest Housing Group)

(Contact: Patrick Kiernan)
Apex House, 266 Moseley Road, Levenshulme, Manchester M19 2LH
Tel. No. 0161 248 2352

Guinness Northern Counties Ltd

(Contact: Andy MacKay)
Bower House, 1 Stable Street, Hollinwood, Oldham OL9 7LH
Tel. No. 0161 219 7000

Stockport Homes

(Contact: Helen McHale)
Stockport Homes, 2nd Floor, 1 St. Peter's Square, Stockport SK1 1NZ
Tel. No. 0161 218 1367

Mosscares Housing

(Contact: Patrick Nolan)
101 Great Western Street, Moss Side, Manchester M14 4AA
Tel. No. 0161 226 4211
Email information@mosscares.org.uk