

2. Within twenty eight days of the date upon which the Owner notifies the Council, the Council shall supply to the Owner the name and address of three nominees in the order in which the Owner should approach them.

3. If the first nominee does not wish or is not able to accept the offer of the purchaser of one of the old persons flats then the Owner shall approach the second named nominee and thereafter the third named nominee and for the purpose of this clause a nominee shall be deemed to be unable or unwilling to accept the offer if within two weeks of the date of the offer he has not indicated that he wishes to accept such offer and within twelve weeks of the date of the offer he has not exchanged contracts for the purchase of the flat provided however that if at the expiration of five months from the date of the offer to the first nominee a contract has not been exchanged for the sale of the flat the Owner shall be permitted to sell the flat on the open market to someone other than a nominee of the Council unless at such date a contract has been submitted to a nominee of the Council in which case the Owner shall not be permitted to sell the flat on the open market as aforesaid until eight weeks after the date on which the contract was submitted to such nominee.

4. If none of the three nominees of the Council is willing or able to purchase the old persons flat then the Owner may sell the flat to someone other than a nominee of the Council.

5. If at any time one of the 11 flats become vacant the Owner shall make available to the owner of that flat a list supplied by the Council of people nominated by the Council as willing to purchase that flat so that a total of 11 such flats are available for occupation by nominees of the Council.

SIGNED SEALED AND DELIVERED )

by the said ROGER MORGAN in )

the presence of :- )

*Roger Morgan*

*L. P.*  
*15 Elm Road*  
*Chesham*  
*1 1 1966*

THIS AGREEMENT made the Seventeenth day of August One 2.17 thousand nine hundred and Eighty Four BETWEEN ROGER MORGAN of 13, KINGS CROFT ROAD London NW2. (hereinafter called "the Owner") of the one part and the MAYOR AND BURGESSES OF THE LONDON BOROUGH OF CAMDEN of Town Hall Euston Road London NW1 2RU (hereinafter called "the Council") of the other part.

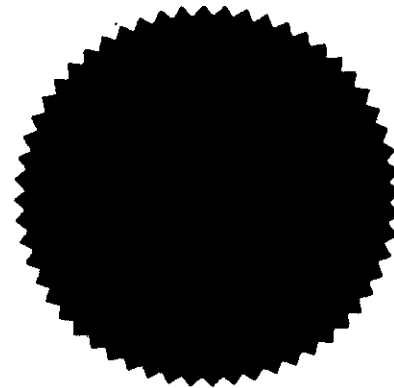
WHEREAS

- (1) The Owner is the freeholder of the land known as St. Outhberts Church Fordwych Road London NW2 (hereinafter called "the land").
- (2) The Council is the local planning authority for the London Borough of Camden in which the land is situate for the purposes of the provisions of the Town and Country Planning Act 1971 (hereinafter called "the Act").
- (3) An application was made on the 12th May 1983 on behalf of the Rehman Community Homes for planning permission for the erection of a four storey building to provide 23 old persons flats on the land.
- (4) The Council is prepared to grant the said application subject to the conditions set out in the First Schedule hereto and subject to the restrictions herein contained.

NOW THIS DEED WITNESSETH as follows :-

1. THIS Agreement is made in pursuance of Section 52 of the Act Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and Section 16 of the Greater London Council (General Powers) Act 1974.
2. THE Council hereby approves the said development for the purposes of the Act.
3. THE Owner hereby covenants with the Council that it will not carry out the said development other than in accordance with the conditions set out in the First Schedule hereto.
4. THE Owner hereby covenants with the Council that it will grant to the Council the right in respect of 11 of the said old persons flats to nominate old persons for the purchase of a leasehold interest in those said 11 old

THE COMMON SEAL of THE MAYOR )  
AND BURGESSES OF THE LONDON )  
BOROUGH OF CAMDEN was hereunto)  
affixed by Order: )



*B L Hughes*

Mayor

*J. H. Henson*

Chief Executive and Town Clerk