

Form of notice of planning permission

PLEASE SEE DRAFT ATTACHED

THIRD SCHEDULE

The Owner's Covenants with the Council

1 Affordable Housing

1.1 A minimum of 30% of the Development shall be provided as Affordable Dwellings and shall be constructed to the HCA's Scheme Development Standard and as a minimum level 3 of the Code for Sustainable Homes. Where the total number of Affordable Dwellings to be provided includes part of a whole number then the number of Affordable Dwellings shall be rounded up where the part of the whole number is 0.5 or more and shall be rounded down where the part of the whole number is less than 0.5

1.2 Not to Commence Development of the first Dwelling on any part of the Site without submitting to the Council for approval the Affordable housing Units Layout and Mix Plan and once approved in writing by the Council the Affordable Dwellings shall be provided in accordance with the Affordable Housing Units Layout and Mix Plan

1.3 Unless agreed otherwise in writing between the Owner and the Council:

1.3.1 70% of the Affordable Dwellings shall be provided as Affordable Rented Housing; and

1.3.2 30% of the Affordable Dwellings shall be provided as Intermediate Affordable Housing

Where the total number of Affordable Dwellings to be provided as Affordable Rented Housing and/or Intermediate Affordable Housing (as the case may be) includes part of a whole number then the number of Affordable Dwellings to be provided as Affordable Rented Housing and/or Intermediate Affordable Housing (as the case may be) shall be rounded up where the part of the whole number is 0.5 or more and shall be rounded down where the part of the whole number is less than 0.5

1.4 Not to occupy any of the Open Market Dwellings without transferring to an AHP the Affordable Dwellings on such terms and subject to existing encumbrances reservations and the imposition of such covenants as may be agreed between the Owner and the AHP with the intention that the Affordable Dwellings shall at all times be occupied and managed by and in accordance with the aims and objects of the AHP PROVIDED THAT after it

shall have parted with any interest in the Affordable Dwellings the Owner shall bear no liability for ensuring that this intention is achieved or that the AHP complies with the following obligations

1.5 The AHP shall upon completion of the transfer of the Affordable Dwellings and at all times subsequently allocate each Affordable Dwelling to a person who is considered by the AHP to be in need of such accommodation and who in the opinion of the AHP is unable to afford other accommodation in the locality suitable to the needs of himself and his household and who:-

1.5.1 has immediately prior to such allocation been resident within the town of Dawlish or Teignmouth; or

1.5.2 has a strong local connection with the town of Dawlish or Teignmouth;

AND in seeking to allocate the Affordable Dwellings under this subparagraph the AHP shall (but without limiting its wider discretion in this regard consider:-

1.5.3 family associations of such person or persons in the town of Dawlish or Teignmouth;

1.5.4 any periods of ordinary residence of such person or persons in the town of Dawlish or Teignmouth not immediately before the date upon which any Affordable Dwelling becomes vacant; and/or

1.5.5 whether such person or persons has to have permanent employment in the town of Dawlish or Teignmouth

1.6 If the AHP is unable to allocate any of the Affordable Dwellings in the manner referred to in paragraph 1.5 above then the AHP shall allocate any such Affordable Dwelling by applying the procedures contained in paragraph 1.5 above but in lieu of the reference therein to the town of Dawlish there shall be substituted references to the surrounding parishes or towns of Teignmouth; Cockwood; Starcross Chudleigh; and Ideford

1.7 If the AHP is unable to allocate any of the Affordable Dwellings in the manner referred to in paragraphs 1.5 and 1.6 above then the AHP shall subject to the provisions of paragraphs 1.8 and 1.9 allocate any such Affordable Dwelling to a person or persons ("the nominee") nominated by the Service Lead for Housing for the time being of the Council from the Council's list of persons of priority housing need within its administrative area PROVIDED that the AHP shall have the right to reject such nominee if one of the following criteria is met:-

1.7.1 the nominee has no housing need as defined within the criteria for preference within the Housing Act 1996 (as amended by the Homelessness Act 2002)

1.7.2 the nominee is not a suitable tenant as defined within the criteria of the AHP's allocations and lettings policy

1.7.3 In the case of an Affordable Dwelling to be let on a Shared Ownership Lease the nominee does not have sufficient cash or income to pursue the required equity share,

AND the AHP has the right, whilst acting reasonably at all times, in respect of each nomination to reject the nominee by giving notice to the Council and such notice shall state reasons for the rejection and the Council shall have the right to nominate an alternative

1.8 In the circumstances set out in paragraph 1.9, the AHP shall be released from the Obligation under paragraph 1.7 of this Schedule and shall be entitled to allocate any vacant Affordable Dwelling to any person who is considered by the AHP to be in need of such accommodation and who is resident in the district of Teignbridge or has a strong local connection with the district of Teignbridge or failing that within the County of Devon

1.9 The circumstances set out in this paragraph shall be the following:-

1.9.1 If no nomination is made by the Service Lead for Housing within two weeks of notification by the AHP of a vacancy;

1.9.2 If a nomination has been made by the Service Lead for Housing and the nominee has failed either:

(a) if the dwelling is being made available on a Shared Ownership Lease to exchange contracts for the grant of the Shared Ownership Lease within a six week period; or

(b) in any other case to complete a tenancy agreement or lease within a seven day period;

AND it is agreed that in these circumstances the Service Lead for Housing may not made a second nomination

1.10 Upon any disposal by the AHP of the freehold reversion of any Affordable Dwelling in respect of which a Shared Ownership Lease has been granted there shall be included in the transfer a covenant on the part of the purchaser in favour of the AHP that the said purchaser will not dispose of the said Affordable Dwelling (other than by way of mortgage) without first offering to convey the Affordable Dwelling to the AHP at Open Market Value.

1.11 The Obligations contained in paragraph 1.10 of this Schedule shall not apply:

1.11.1 to any mortgagee or charge of the Affordable Dwellings or any of them nor to any receiver appointed by any such mortgagee or charge to the intent that any such mortgagee charge or receiver may deal with or dispose of any dwelling or dwellings comprising the Affordable Dwellings freed from the said obligation and on the basis

that any person deriving title through or under such mortgagee chargee or receiver shall not be bound by the said Obligation; nor

1.11.2 to any tenant of any rented dwelling comprised in the Affordable Dwellings who exercises any right to acquire his or her dwelling (or any interest in it) or acquires the said rented dwelling pursuant to any voluntary sales policy of his or her landlord and nor to any person deriving title through or under such tenant, nor

1.11.3 to any person holding a Shared Ownership Lease of any dwelling comprised in the Affordable Dwellings from time to time in the event that such person exercises any right to staircase which may be included in such Shared Ownership Lease and such leaseholder acquires a 100% leasehold or freehold interest in the relevant dwelling and nor to any person deriving title through or under such leaseholder.

1.12 The chargee shall prior to seeking to dispose of the Affordable Dwellings pursuant to any default under the terms of its mortgage or charge give not less than three months prior notice ("chargee's Notice") to the Council of its intention to dispose and;

1.12.1 In the event that the Council responds within two months from receipt of the chargee's Notice indicating that arrangements for the transfer of the Affordable Dwellings can be made in such a way as to safeguard them as Affordable Housing then the chargee shall co-operate with such arrangements and use its reasonable endeavours to secure such transfer;

1.12.2 If the Council does not serve its response to the chargee's Notice served under paragraph 1.12.1 within the two months then the chargee shall be entitled to dispose free of the restrictions set out in this Schedule;

1.12.3 If the Council or any other person cannot within three months of the date of service of its response secure such transfer then provided that the chargee shall have complied with its obligations under paragraph 1.12 the chargee shall be entitled to dispose free of the restrictions set out in this Schedule.

1.13 Any Grant Funding element of any capital receipts generated by the exercise of a right referred to shall be recycled in accordance with the procedure set out in the Housing Corporation Capital Funding Guide (or such similar guide as may exist from time to time) and the AHP making such provision shall furnish the Council with such evidence as the Council shall reasonably require to show how that receipt has been spent.

2 Open Space Contribution

2.1 Prior to the Occupation of any Dwelling on any part of the Site the Owner shall pay to the Council the Open Space Contribution