

falls to be paid then EDDC shall have the right to charge interest on such unpaid sums from the date such payment should have been made at the rate of 4% per annum above the base rate of the Bank of England at that time

18 CIL

- 18.1 The parties agree that after completion of this Agreement the Owner will not be liable to pay the CIL Contribution for the Development PROVIDED THAT if the Owner pays the CIL Contribution any contribution paid to EDDC pursuant to this Agreement which is covered by the CIL Contribution shall be repaid by EDDC to the person who paid the CIL Contribution and that nothing in this clause 18.1 shall apply to any CIL Contribution liabilities accruing under any subsequent planning permission relating to the Land and granted under section 73 of the Act

19 MARKETING

- 19.1 Where in this Agreement there is an obligation on the Owner to Market the following provisions shall apply in respect of each building to which the obligation to Market relates:
- 19.1.1 the building shall be offered either for sale as freehold or on a long leasehold or on occupational lease terms
 - 19.1.2 the marketing exercise shall be undertaken by commercial property agents appointed by the Owner at its own expense with a view to obtaining Market Value for the building
 - 19.1.3 marketing of each building shall continue until the occurrence of one of the following events (whichever shall be the sooner):
 - (a) terms for the sale or letting of the property are agreed between the Owner and intended purchaser or occupier; or
 - (b) the expiration of a period of 18 month's marketing provided that the building shall be marketed for a period of at least 12 months following the completion of the relevant building to Completion Standard
 - 19.1.4 marketing of each building shall be for the use of the relevant building to which the relevant planning permission relates including the provisions of this Agreement PROVIDED THAT in the event that the marketing exercise has not identified a potential purchaser or occupier within the first 12 months of marketing the building the Owner may market the building for such other uses (not including residential uses) as may be agreed in writing with the Council
 - 19.1.5 it shall be on the basis of a good and marketable title without onerous conditions and on the basis that the transfer or lease shall contain all appropriate reciprocal rights and easements including access to sufficient

public parking within the Local Centre for the purposes for which each building is being Marketed

- 19.1.6 it shall be subject to all matters to which the title to the building is subject at commencement of the marketing exercise and all matters registered as local land charges including this Agreement
- 19.1.7 it shall be subject to the intended purchaser or lessee agreeing to comply with the terms of any relevant planning permission and Section 106 Agreement including the Planning Permission and this Agreement
- 19.2 Not less than every six months the Owner shall arrange for written confirmation to be supplied by their selling agents to EDDC as to whether there is any demand for the use of the building for its intended use unless terms for the sale of the building have been agreed between the Owner and intended purchaser
- 19.3 The Owner shall if required by EDDC and at the Owner's expense have such confirmation under clause 19.2 verified by an independent property agent (such agent to be nominated by EDDC and agreed with the Owner) provided that such requests are not made more often than once every 6 months in respect of any particular building
- 19.4 If after complying with the terms of clause 19.1 to 19.3 (inclusive) and after the period referred to in clause 19.1.3 terms for the sale or lease of the property are not agreed between the Owner and intended purchaser then it shall be deemed that the Owner's obligations to Market in respect of such building under the Agreement shall be discharged and the Owners shall be free to deal with the relevant building free from the constraints of this Agreement

3 PROVISION OF AFFORDABLE HOUSING

- 3.1 The Registered Provider agrees to make the Affordable Dwellings available for sale to or rent by (as appropriate) Designated Persons for the duration of the Nomination Period.
- 3.2 In accordance with EDDC's obligations under Parts II Housing Act 1985 and Parts VI and VII Housing Act 1996 EDDC and the Registered Provider have agreed to enter into a programme for the nomination of Designated Persons to purchase or rent the Affordable Dwellings.

4 NOMINATION RIGHTS

- 4.1 The Registered Provider grants to EDDC the Nomination Rights in respect of the Affordable Dwellings throughout the Nomination Period and the Registered Provider covenants that it shall not allow the occupation of the Affordable Dwellings other than in accordance with this Agreement.
- 4.2 The Nomination Rights may be exercised by EDDC where an Affordable Dwelling becomes available for occupation by reason of availability for First Occupation or arising upon any subsequent resale, re-let or assignment after the expiry of the First Occupation or any subsequent occupation of that Affordable Dwelling.

5 NOMINATION PROCEDURE

Notice of availability

- 5.1 Where an Affordable Dwelling is available for First Occupation the Registered Provider shall provide notice in writing to EDDC no later than [two weeks] after the date on which the Affordable Dwelling becomes available for First Occupation that it is available.
- 5.2 Where an Affordable Dwelling becomes or is to become available for any reason after the First Occupation or any subsequent occupation the Registered Provider shall provide notice in writing of the availability of that Affordable Dwelling to EDDC no less than [four weeks] prior to that Affordable Dwelling becoming available.

Nomination of Designated Persons

- 5.3 Where EDDC receives notice of the availability of an Affordable Dwelling in accordance with clause [5.1] above it shall within two weeks nominate to the Registered Provider in priority order up to three prospective Designated Persons to occupy the Affordable Dwelling.
- 5.4 Where EDDC receives notice of the availability of an Affordable Dwelling in accordance with clause [5.2] above it shall within two weeks nominate to the Registered Provider in

priority order up to three prospective Designated Persons to occupy the Affordable Dwelling.

Offer of accommodation to Designated Persons

5.5 The Registered Provider shall within [ten Working Days] of receipt of the names of the three Designated Persons pursuant to clauses [5.3 or 5.4] above have the right to interview and (on reasonable grounds) reject any prospective Designated Person so nominated by EDDC.

5.6 Where the Registered Provider:

(a) does not reject all of the prospective Designated Persons nominated by EDDC;
or

(b) where it does reject a Designated Person and it is later determined that the rejection was unreasonable,

it shall make an offer to purchase or offer to lease (as appropriate) to the highest priority Designated Person who has not been reasonably rejected by the Registered Provider.

5.7 The Registered Provider shall as soon as practicable notify EDDC if:

(a) the Registered Provider rejects any Designated Person(s) nominated by EDDC;
or

(b) if any Designated Person nominated in respect of a particular Affordable Dwelling fails to accept or refuses an offer of a lease or an offer to purchase which is made by the Registered Provider.

5.8 Where the Registered Provider rejects a Designated Person and provides notice to EDDC of that rejection in accordance with clause [5.7(a)] above that notice shall include the Registered Provider's reasons for that rejection.

5.9 On receipt of a notice of rejection EDDC shall consider the reasons for rejection and if it determines that a rejection was not reasonable it shall set out its reasons for so doing in writing and immediately notify the Registered Provider of those reasons.

5.10 In the event of a dispute between the Registered Provider and EDDC relating to whether a rejection is reasonable or not the matter may be referred by either party for resolution under the terms of clause [10].

Further nominations

5.11 This clause applies where either:

- (a) all Designated Persons nominated to an Affordable Dwelling by EDDC are rejected by the Registered Provider and such reasons are considered reasonable by EDDC; or
- (b) a Designated Person refuses to accept an offer to lease or offer to sale made by the Registered Provider within [four weeks] of the date of that offer.

5.12 Where clause [5.11] applies, the Registered Provider shall notify EDDC and invite further nominations within [ten working days].

5.13 Within [ten working days] of receipt of a notification received in accordance with clause [5.12] EDDC shall nominate to the Registered Provider a further three prospective Designated Persons in priority order for the purposes of occupying that Affordable Dwelling. Clauses [5.5 to 5.10] shall apply in respect of those nominations as if they were made under clause 5.3 or 5.4.

Local Connections

5.14 If within [four weeks] of the expiration of a notice served upon EDDC pursuant to clause [5.1, 5.2 or 5.12] above EDDC have failed to nominate a Designated Person the Registered Provider may let the Affordable Dwelling free from the Nomination Rights to a person or persons with a Local Connection and in accordance with Devon Home Choice without prejudice to the Nomination Rights of EDDC which shall arise upon the expiry of that person's occupation of the Affordable Dwelling.

Fit for occupation

5.15 Where the Registered Provider gives notice to EDDC under clauses 5.1, 5.2 or 5.12 the Registered Provider shall certify to EDDC that the Affordable Dwelling to which the notice relates is fit for occupation.

6 VARIATION AND WAIVER

6.1 The nomination procedure described in clause [5] above may be varied in respect of any single Affordable Dwelling provided always that such variation is agreed in writing by the Parties and that no such variation shall constitute a waiver of EDDC's Nomination Rights as described in this agreement.

7 INFORMATION

7.1 The Registered Provider shall provide EDDC with information concerning the occupation of the Affordable Dwellings on each anniversary of the date of this Agreement throughout the Nomination Period such information to include evidence concerning voids, sales, re-sales, lets and re-lets.