

bound by and observe and perform the covenants agreements conditions and stipulations hereinafter contained on the terms of this Deed.

NOW THIS DEED WITNESSES AS FOLLOWS:

**OPERATIVE PART**

**1 DEFINITIONS**

For the purposes of this Deed the following expressions shall have the following meanings:

"Act"	the Town and Country Planning Act 1990 (as amended)
"Air Quality Management Area"	means the area shown edged and hatched pink on the plan titled Newton Abbot and Kingskerswell Air Quality Management Order No 2 attached to this Deed
"Air Quality Management Contribution"	means such sum as shall be produced by the following calculation: <ul style="list-style-type: none"><li>• a contribution of £100 (Index Linked) per Dwelling towards air quality monitoring, mitigation: or,</li><li>• any other measure detailed in the Air Quality Action Plan</li></ul>
"Air Quality Action Plan"	means measures or actions to be implemented to improve air quality within the Air Quality Management Area
"Affordable Dwellings"	means a minimum of 20% of housing within the Development shall be provided as Affordable Dwellings consisting of 70% Affordable Rented Housing and 30% Intermediate Affordable Housing
"Affordable Housing"	means housing which is defined in NPPF Annex 2 as housing which includes "social

	rented, affordable rented and intermediate housing, provided to eligible households whose needs are not met by the market" including provisions to remain at an affordable price for future eligible households or for the subsidy to be recycled for alternative affordable housing provision and in relation to which eligibility is determined with regard to local incomes and local house prices
"AHP"	means a body which is: <ul style="list-style-type: none"> <li>a) registered as a provider of social housing under part 2 of the Housing and Regeneration Act 2008 or such other class of body as may be constituted under any legislation replacing that provision; and</li> <li>b) approved by the Council</li> </ul>
"Affordable Housing Units Layout and Mix Plan"	means the plan to be submitted to the Council in accordance with paragraph 1 of the Third Schedule and which identifies the distribution and mix of the Affordable Dwelling
"Affordable Rented Housing"	rented housing let by registered providers of social housing to households who are eligible for Social Rented Housing at an affordable rent which is not subject to the national rent regime, but is subject to other rent controls that require a rent of no more than 80 per cent of the local market rent (inclusive of any service charges)
"Application"	the hybrid application for full and outline

## THIRD SCHEDULE

### The Owner's Covenants with the Council

#### 1 Affordable Housing

- 1.1 No Development shall Commence until the Owner submits to the Council for its subsequent 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.
- 1.2 No Development shall Commence until the Owner submits to the Council 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 Where the total number of Affordable Dwellings to 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
- 1.4 No more than 50% of the Open Market Dwellings shall be Occupied until the Affordable Dwellings shall have been transferred to an AHP 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 Newton Abbot; or

1.5.2 has a strong local connection with the Town of Newton Abbot;

AND in seeking to allocate the Affordable Dwellings under this sub-paragraph 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 Newton Abbot;

1.5.4 any periods of ordinary residence of such person or persons in the Town of Newton Abbot 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 Newton Abbot.

1.6 If the AHP is unable to allocate any of the Affordable Dwellings in the manner referred to in paragraph 1.4 above then the AHP shall allocate any such Affordable Dwelling by applying the procedures contained in paragraph 1.4 above but in lieu of the reference therein to the Town of Newton Abbot there shall be substituted references to the adjoining parishes of the Town of Newton Abbot.

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 purchase 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 planning 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 not 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 charge or receiver shall not be bound by the said obligation PROVIDED THAT the mortgagee or chargee shall have first complied with its duties as set out in para 1.12;

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