

N O W THIS DEED W I T N E S S E S as follows :

1. THIS Agreement is made in pursuance of Section 106 of the Town and Country Planning Act 1990
  2. THIS Agreement shall not operate as a grant of Planning Permission but the Council will on the execution hereof issue the relevant planning permission documents
  3. THE Association hereby covenants with the Council that the property shall be permanently subject to the stipulations and provisions restricting or regulating the Development and use thereof specified in the Third Schedule
  4. THE covenants referred to in Clause 3 above are planning obligations within the meaning of Section 106 of the Town and Country Planning Act 1990
  5. THE Association hereby agrees to pay the Council's costs in the preparation and execution of this agreement in the sum of ONE HUNDRED AND TWENTY FIVE POUNDS (£125)
  6. THE expressions the Council and the Association shall include their respective successors in title and assigns and the singular shall include the plural
- IN WITNESS whereof in executing this document as a deed the parties hereunto have set their hands and caused their respective Common Seals to be affixed the day and year first before written

#### **THE FIRST SCHEDULE**

The land at Staplake, New Road, Starcross, Devon shown edged red on the attached plan

#### **THE SECOND SCHEDULE**

The plans letters and forms together comprising application No 93/1694/48/1 being an application for the erection of 28 mixed 3 bedroom and 2 bedroom houses ("the houses")

## THE THIRD SCHEDULE

### A. Occupation of the Houses

1. The houses shall at all times be occupied and if let be managed by and in accordance with the objects of the Association and in accordance with any planning permission granted in respect of the proposed development
2. The Association shall upon completion of the units and at all times subsequently allocate each unit to a person who is considered by the Association to be in need of such accommodation and who is unable to afford other housing in the locality and who:
  - (i) has immediately prior to such allocation been an ordinary resident within the Parish of Starcross
  - (ii) has a strong local connection with the Parish of Starcross AND in seeking to allocate such unit of accommodation under this sub-clause the Association shall (but without limiting its wider discretion in this regard) consider
    - (a) family associations of such persons or person in the said Parish of Starcross
    - (b) any periods of ordinary residence of such person or persons in the Parish of Starcross not immediately before the date upon which any unit of accommodation becomes vacant and/or
    - (c) whether such person or persons has or have permanent employment in the Parish of Starcross
3. If the Association is unable to allocate any of the units of accommodation in the manner referred to in clause 2 above then the Association shall allocate any such units of accommodation by applying the procedures contained in clause 2 hereof but

in lieu of the reference herein to the Parish of Starcross there shall be substituted reference to any of the following list of parishes:

Dawlish

Ashcombe

Kenton

4. If the Association is unable to allocate any of the units of accommodation in the manner referred to in clauses 2 and 3 above then the Association shall allocate any such units of accommodation to a person or persons nominated by the Chief Housing Officer for the time being of the Council from the Council's list of persons of priority housing need within its administration area but if such nomination is not made within two weeks of notification by the Association of a vacancy of a unit of accommodation then the Association shall be entitled to allocate any vacant unit of accommodation to any person who is considered by the Association to be in need of such accommodation and who is resident in the District or has a strong local connection with the District PROVIDED ALWAYS that (1) the words in paragraph 2 in Part A of the Third Schedule "and who is unable to afford other housing in the locality" shall not apply to any part of the property (and any unit or units of accommodation erected thereon) which may hereafter be sold by a mortgagee or chargee of the Association exercising a statutory power of sale arising under any mortgage or charge secured against the property or sold by a receiver appointed by such a mortgagee or chargee with the intent that (and for the avoidance of doubt) such mortgagee chargee or receiver shall be empowered to sell any part of the property free of the said provision but that any subsequent disposal shall be subject to the said provision and (2) the Association shall have the right to reject any tenant nominated by the Council pursuant to paragraph 4 hereof if the grant of a tenancy to such person would be in