

FIRST SCHEDULE

**Part I Affordable Housing**

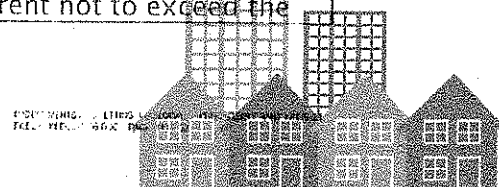
For the purposes of this part of this Deed the following expressions shall have the following meanings

"Affordable Housing Code of Practice"	Shall mean the Council's adopted Housing Code of Practice dated August 2007 or such other policy as agreed with the Council by the Owners
"Affordable Housing Scheme"	<p>Shall mean a scheme for the construction and delivery of 35% (or such lesser percentage if any as may be agreed between the Council and the Owners) of the Dwellings as Affordable Dwellings up to or exceeding the Homes and Communities Agency's Design Quality Standards (April 2007) and to at least Level 3 of the Code for Sustainable Homes which complies with the Affordable Housing Code of Practice and the Housing Allocations Policy and which details how the Affordable Dwellings are to be disposed of and / or allocated including (but without prejudice to the generality of this definition) the following:</p> <ul style="list-style-type: none"> <li>(a) the RSL which shall manage the Rental Units</li> <li>(b) the RSL or other body which shall manage the Shared Equity Units</li> <li>(c) the method of nominating and vetting those to whom an Affordable Home is to be sold or allocated</li> <li>(d) the method of calculating the amount of any rental and/or disposal price</li> <li>(e) the method and terms of disposal of and/or allocation of Affordable Dwellings whether to Qualifying Persons or to a RSL (or other person or body as agreed under (b) above) and</li> <li>(f) provisions relating to the continued use of the Affordable Dwellings</li> </ul> <p>PROVIDED THAT in the event that there is any conflict between the content of the</p>





	Affordable Housing Code of Practice or the Housing Allocations Policy and the provisions of this Agreement the provisions of this Agreement shall take precedence
"District"	Shall mean the administrative area of the Council
"Family"	Shall mean the father mother son daughter spouse common law husband or wife partner civil partner of the Qualifying Person or other dependant
"Housing Allocations Policy"	Shall mean the Council's adopted Allocation Policy Choice Based Lettings dated September 2007 or such other policy adopted in the future by the Council
"Housing Need"	Shall mean the circumstances where unless provided to the contrary in the Agreement a household is currently occupying accommodation that is substandard or unsuitable for its requirements and which has income that is too low either to buy or rent accommodation appropriate to their circumstances on the open market determined with regard to local house prices and rents
"Local Connection"	Shall in the context of defining a Qualifying Person mean a person who <ul style="list-style-type: none"> <li>a. lives in the District (through choice); or</li> <li>b. has permanent work in the District or has a formal offer of permanent work in the District; or</li> <li>c. has previously lived in the District for 5 years in the last 10 years (through choice) preceding the availability of the Affordable Dwelling and wishes to return to the District; or</li> <li>d. is owed by the Council a statutory re-housing duty under homelessness legislation</li> </ul>
"Qualifying Person(s)"	Shall mean a person or persons who: <ul style="list-style-type: none"> <li>a. has/have a Local Connection; and</li> <li>b. is/are in Housing Need</li> </ul>
"RSL"	Shall mean a registered social landlord as defined in Part 1 of the Housing Act 1996 who is registered with the Homes and Communities Agency pursuant to that Act
"Rental Unit"	Shall mean each of the Affordable Dwellings owned and managed by a RSL and let on an assured tenancy at a rent not to exceed the



	Homes and Communities Agency's Target Rent and the "Rental Units" means all of them
"Shared Equity Unit"	Shall mean an Affordable Dwelling occupied by a person who is part renting and part purchasing an Affordable Dwelling under a shared ownership lease with an RSL or other body approved by the Council and where the total weekly cost of rent and mortgage payments may be above social rent but shall not exceed an amount determined by the Council that eligible local people can afford determined from the Council's most up to date Housing Needs Study or Housing Market Assessment and the "Shared Equity Units" means all of them

The Owners covenant with the Council as follows:-

- 1.1. Not to cause or permit Commencement of Development until an Affordable Housing Scheme has been submitted to and approved by the Council (such approval not to be unreasonably withheld or delayed)
- 1.2. Unless otherwise agreed in writing between the Owners and the Council (such consent not to be unreasonably withheld or delayed) to provide the Affordable Dwellings in accordance with the detailed provisions set out in the Affordable Housing Scheme and this Part of this Schedule
- 1.3. If the Owners raise concerns in respect of viability of the Development, or part of the Development, due to requirements including one or more proposed obligations, they will be required to substantiate any claim by submitting full financial details and valuations. This will then be assessed and the planning obligations reviewed accordingly. The Councils current practice is to request the District Valuer to independently assess any claim, however other independent assessment options may be used if such an arrangement is agreed with the planning authority in advance. The Owners will be responsible for paying the costs of any necessary arbitration/advice.
- 1.4. Save as otherwise provided in this Deed not to cause or permit the Affordable Dwellings to be sold or let as the case may be or otherwise occupied other





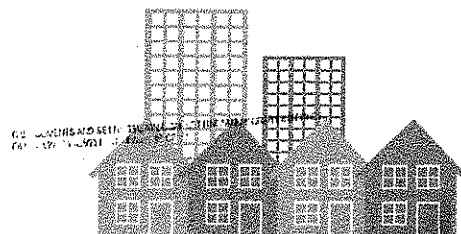
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than to or by Qualifying Persons with or without Family Provided That nothing in this Deed shall prevent a transfer of an Affordable Dwelling to an RSL or other person approved by the Council pursuant to the Affordable Housing Scheme.

- 1.5. 70% of the Affordable Dwellings shall be Rental Units and 30% shall be Shared Equity Units and the Affordable Housing Scheme shall identify which plot numbers are to be delivered as Rental Units or Shared Equity Units
- 1.6. Save as otherwise provided in this Part of this Schedule and clause 3.11.2 of this Deed not to sell allocate or dispose of any of the Affordable Dwellings or part or share of any such Affordable Dwelling other than in accordance with the approved Affordable Housing Scheme
- 1.7. In the event that despite having used its reasonable endeavours, the Owners have been unable to enter into a legally binding contract for the sale of any shared equity unit to a Qualifying person pursuant to the Affordable Housing Scheme within a period of 5 months from the date of practical completion of the unit, the Owners shall seek to agree with the Council an appropriate method for the disposal of the shared equity unit.

In the event that the Owners have been unable to agree with the Council (such agreement not to be unreasonably withheld) an appropriate method for disposal of the unsold shared equity unit, including converting it to a social rented unit with no additional financial consequences for the Owners, within a period of 4 months, the unit shall become an Unrestricted Dwelling in perpetuity and the owners shall be free to sell or let or otherwise dispose of it free of restriction and the restrictions in Paragraph 1.8 of this Part of this Schedule shall not apply to such disposal

- 1.8. Subject to the provisions of paragraph 1.7 of this Part of this Schedule no more than 40% of the Unrestricted Dwellings are to be occupied prior to the construction completion and transfer to an RSL (or other approved body (as appropriate) ) of 40% of the Affordable Dwellings and not more than 80% of the Unrestricted Dwellings are to be occupied prior to the construction



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completion and transfer to an RSL (or other body (as appropriate) ) of the balance of the Affordable Dwellings

### Part 2 Community Infrastructure

- 2.1. Prior to Occupation of the 151<sup>st</sup> Unrestricted Dwelling to pay 50% of the Community Infrastructure Contribution to the Council for Community Infrastructure Purposes
- 2.2. Prior to Occupation of the final Unrestricted Dwelling to pay the balance of the Community Infrastructure Contribution to the Council for Community Infrastructure Purposes
- 2.3. Not to Occupy or procure the Occupation of more than 150 Unrestricted Dwellings until the part Community Infrastructure Contribution due under paragraph 2.1. of this part of this Schedule has been paid
- 2.4. Not to occupy or procure the occupation of the final Unrestricted Dwelling until the whole of the Community Infrastructure Contribution has been paid

### Part 3 SUDS Scheme

- 3.1. Not to cause or permit Commencement of Development until details of the management and future maintenance of the SUDS Scheme which shall serve the Development have been submitted to the Council and approved (such approval not to be unreasonably withheld or delayed)
- 3.2. To manage and maintain the SUDS Scheme in accordance with the details approved pursuant to paragraph 3.1. above or such other details as may from time to time be approved in writing (such approval not to be unreasonably withheld or delayed) by the Council

### Part 4 Open Space

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