

- 6 The Parties have agreed to enter into this Deed in order to secure the planning obligations contained herein to enable the Council to issue the Planning Permission.
- 7 The Parties have agreed that in the event it is not possible to dispose of the Employment Development Land a prospective purchaser or prospective purchasers in accordance with the provisions of paragraph 3 of the Third Schedule, then Employment Development Land shall be offered to the County Council in accordance with the provisions of paragraph 3.3.5 of the Third Schedule and paragraph 2 of the Fourth Schedule for Education Purposes.
- 8 The Owner by entering into this Deed binds its interest in the Site, the Link Road Land and the Safeguarded Bridge Land and does so to create planning obligations in respect of the Site, the Link Road Land and the Safeguarded Bridge Land in favour of the Council and the County Council pursuant to Section 106 of the 1990 Act and to be 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

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

"1990 Act"	means the Town and Country Planning Act 1990 (as amended);
"Access Link Road"	means the section of link road to be provided on the Site from the access off Kingskerswell Road to the boundary of the Link Road Land and in accordance with the details to be submitted in accordance with condition 44 of the Planning Permission;
"Affordable Dwellings"	means each Affordable Housing for Rent Dwelling and Affordable Housing for Sale Dwelling to be delivered on the Site pursuant to this Deed and reference to "Affordable Dwelling" shall be construed accordingly;
"Affordable Housing"	means (subject to the provisions of this Agreement) housing which is defined in the National Planning

Policy Framework at Annex 2 or otherwise by the Government as housing which includes Affordable Housing for Rent Dwellings and Affordable Housing for Sale Dwellings and which includes 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 and which complies with the definitions in the National Planning Policy Framework or such other document that may succeed it;

“Affordable Housing for Rent Dwellings”

means 70% of the Affordable Dwellings to be constructed on the Site in accordance with the Planning Permission and Reserved Matters Approval(s) and provided in accordance with an approved Affordable Housing Units Layout and Mix Plan to be made available as Affordable Rented Housing let by Registered Providers at an Affordable Rent to those whose needs are not met by the market in accordance with paragraph (a) of Annex 2 of the National Planning Policy Framework unless otherwise approved by the Council and reference to **“Affordable Housing for Rent Dwelling”** shall be construed accordingly;

“Affordable Housing for Sale Dwellings”

means 30% of the Affordable Dwellings to be constructed on the Site in accordance with the Planning Permission and Reserved Matters Approval(s) and provided in accordance with an approved Affordable Housing Units Layout and Mix Plan being housing for sale to include shared ownership housing or shared equity housing or such other housing as approved in writing by the Council that provides a subsidised route to home ownership and which complies with either definition (c) "Discounted market sales housing" or definition (d) "Other affordable routes to home ownership" as set out within Annex 2 of the National

Planning Policy Framework and other low cost homes for sale and reference to “**Affordable Housing for Sale Dwelling**” shall be construed accordingly;

"Affordable Housing Dwelling Price"

means a price that:

1. enables a Registered Provider to charge an Affordable Rent in relation to an Affordable Housing for Rent Dwelling; and
2. enables a Registered Provider to provide the Affordable Housing for Sale Dwellings;

"Affordable Housing Units Layout and Mix Plan"

means a plan or plans and details to be submitted by the Owner and approved by the Council under paragraph 1.1 of the Third Schedule prior to the Commencement of Development of a Phase benefiting from a Reserved Matters Approval on which Affordable Dwellings are to be constructed identifying the:

- the unit size;
- location of the Affordable Dwellings;
- unit distribution;
- unit type e.g. house or flat; and
- number and location of the Wheelchair Accessible Properties

and which of them shall be Affordable Housing for Rent Dwellings and which shall be Affordable Housing for Sale Dwellings;

"Affordable Rent"

means a rent which does not exceed 80% of the Market Rent (inclusive of any service charges) for the relevant property type and in any event should not exceed the published Local Housing Allowance for the relevant property type and in the relevant property market area

allowing for any modifications to a level of allowance as published from time to time by the Government **SAVE THAT** the rent charged under all lettings may be increased annually by a proportion equivalent to an increase by the Index (CPI) plus 1% or any relevant increase determined from time to time by The Ministry of Housing, Communities and Local Government in consultation with the Regulator of Social Housing;

“Air Quality Management Area”

means the area shown edged red on the plan titled A380 Kingskerswell Air Quality Management Area No. 2 attached at Annex 1 to this Deed;

“Air Quality Management Contribution”

means the sum of £100.00 (one hundred pounds) per Dwelling to be applied towards air quality monitoring, mitigation or any other measure detailed in the Air Quality Action Plan or towards such other mitigation project measures that seek to improve air quality that are demonstrated by the Council to be required in order to mitigate against impacts directly arising from the Development;

“Air Quality Action Plan”

means measures or actions to be implemented to improve air quality within the Air Quality Management Area;

“Alternative Affordable Home”

means either:

- (a) a social rented dwelling or an affordable rented dwelling provided by a Registered Provider; or
- (b) an intermediate rented dwelling or an intermediate home ownership dwelling provided either by a Registered Provider or a private developer

and in either case located in the County;

“Application”

means a hybrid application seeking:

1. full planning permission for part link road and vehicular access points to the site from Kingskerswell Road; and
2. outline planning permission for residential led mixed use development comprising up to 450 dwellings within Use Class C3, a local centre of up to 279 sq metres (GIA) with in Use Classes A1, A2, A3, D1 and D2, up to 22,000 sq m of employment uses including all B class uses, infrastructure and associated development including demolition or conversion of existing farm buildings;

validated by the Council on 30 January 2019 and submitted to the Council for the Development and allocated reference number 19/00238/MAJ;

"Application for Release"

has the meaning given in paragraph 1.27 of the Third Schedule;

"Balancing Payment"

means the payment calculated in accordance with the Primary School Land Valuation to be made by the County Council pursuant to paragraph 6 of the Fourth Schedule;

"Bridge Works"

means works that may be constructed by the County Council on the Safeguarded Bridge Land (subject to any further application by the County Council for planning permission) consisting of the construction a section of road cycle path and / or associated footpath to access a bridge that is to be constructed off Site;

"Bus Operator"

means such company or person or persons who currently or from time to time operate bus services in the administrative district of the County Council;

"Bus Service"

means a new bus service between the Development and Newton Abbot town centre as well as other destinations

that may include, Newton Abbot railway station, the Penn Inn roundabout, and Ogwell Cross or any other bus service to serve the Development which may be agreed between the Owner and the County Council in writing;

"Bus Service Contribution" means the sum of £219,510.00 (two hundred and nineteen thousand five hundred and ten pounds) (consisting of 3 (three) payments of £73,170.00 (seventy three thousand one hundred and seventy pounds)) to be paid to the County Council to fund a bus or busses which shall provide the Bus Service;

"Business Manager for Housing" means the Council's Manager for the time being of Affordable Housing;

"Cirl Bunting Territory Improvements Contribution" means the sum of £148,386.00 (one hundred and forty eight thousand three hundred and eighty six pounds) to be paid to the Council by the Owner in accordance with the provisions of paragraph 5 of the Third Schedule and to be applied by the Council towards mitigating impacts on two Cirl Bunting territories potentially arising from the Development by way of enhancements to suitable territories within the vicinity of the Site;

"Commencement of Development" means the date on which any material operation (as defined in Section 56(4) of the 1990 Act) forming part of the Development (or where in the context so referred in this Deed a relevant Phase) begins to be carried out other than (for the purposes of this Deed and for no other purpose) operations consisting of site clearance, demolition work, archaeological investigations, investigations for the purpose of assessing ground conditions, remedial work in respect of any contamination or other adverse ground conditions, erection of any temporary means of enclosure, the temporary display of site notices or advertisements and reference to **"Commence Development"** shall be

construed accordingly;

"County Council's Notice" has the meaning given in paragraph 5.2 of the Fourth Schedule;

"County Council's Withdrawal Notice" has the meaning given in paragraph 5.2.8 of the Fourth Schedule;

"County" means the County of Devon;

"County Director" means the Head of Planning Transportation & Environments or his appointed representative for the time being of the County Council or such other officer of the County Council nominated to carry out an equivalent function;

"County Local Connection" means a connection with the County and demonstrated by that person or a member of their Household to the reasonable satisfaction of the Council:

1. being permanently resident therein immediately prior to advertising (in accordance with the approved Scheme of Advertising) and that residence is of their own choice; or
2. being formerly permanently resident therein for a continuous period of 5 (five) years; or
3. having his or her place of permanent work (normally regarded as 16 (sixteen) hours or more a week and not including seasonal employment) therein immediately prior to advertising (in accordance with the approved Scheme of Advertising); or
4. having a connection through a close family member (normally mother, father, brother, sister, son or daughter) where the family member is currently resident therein and has been so for a continuous period of at least 5

(five) years immediately prior to advertising (in accordance with the approved Scheme of Advertising); or

5. being in such other special circumstances which the Council considers requires the applicant to reside therein as appropriate and which is consistent with the Devon Home Choice policy;

"Current Owner" means Norman Venner Rew and Valerie Edna Rew and their heirs and assigns;

"Custom Build Housing" means in accordance with Policy WE7 of the Teignbridge Local Plan housing built by (or commissioned by) someone to be occupied by them as their sole or main residence for at least 3 (three) years;

"Custom Build Housing Dwellings" means at least 5% of the Dwellings that may be provided as Custom Build Housing **PROVIDED THAT** where the total number of the Custom Build Housing Dwellings includes part of a whole number then the number of the Custom Build Housing Dwellings to be provided 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 and reference to **"Custom Build Housing Dwelling"** shall be construed accordingly;

"Custom Build Housing Enabler" means a provider / developer of Custom Build Housing and reference to **"Custom Build Housing Enablers"** shall be construed accordingly;

"Custom Build Housing Marketing Terms" means the Owner's terms and conditions of the sale of the Custom Build Housing Sub-Parcel which shall be no more restrictive or onerous as the Owner's terms and conditions for the sale any part of the Development on which Open Market Dwellings are to be provided and

such terms to be approved by the Council;

"Custom Build Housing Parcel" means the parcel of land indicatively shown edged in red on Plan 6 within which the Custom Build Housing Sub-Parcel, together with other Dwellings, may be provided or such other area within the Site that may be agreed in writing between the Owner and the Council;

"Custom Build Housing Parcel Marketing Period" means the marketing period commencing in accordance with paragraph 1.23 of the Third Schedule and to continue for a period of no less than 12 (twelve) months from the commencement of marketing;

"Custom Build Housing Parcel Marketing Strategy" means the strategy for the marketing advertising and promotion of the Serviced Custom Build Housing Sub-Parcel within which the Custom Build Housing Plots shall be provided as more particularly described in the strategy appended to this Deed at the Eleventh Schedule;

"Custom Build Housing Plots" means the plots on which Custom Build Housing Dwellings shall be constructed to be provided by a Custom Build Housing Enabler or Custom Build Housing Enablers within the Custom Build Housing Sub-Parcel to be agreed in writing between the Owner and the Council and reference to **"Custom Build Housing Plot"** shall be construed accordingly;

"Custom Build Housing Plots Marketing Period" means the marketing period commencing in accordance with paragraph 1.25.1 of the Third Schedule and to continue for a period of up to 12 (twelve) months from the commencement of marketing of the Custom Build Housing Plots by a Custom Build Housing Enabler or Custom Build Housing Enablers or the Owner as the case may be;

"Custom Build Housing Plots Marketing Strategy" means the strategy for the marketing advertising and promotion of the Serviced Custom Build Housing Plots as more particularly described in the strategy appended

	to this Deed at the Twelfth Schedule;
"Custom Build Housing Sub-Parcel"	means a parcel of land within the Custom Build Housing Parcel within which only the Custom Build Housing Plots will be provided the location of which is to be identified in accordance with paragraph 1.22 of the Third Schedule;
"Deferred Payment Terms"	means the terms on which payment may be made for the Custom Build Housing Sub-Parcel on a deferred basis by the Custom Build Housing Enabler(s) such terms to be agreed between the Owner and the Custom Build Housing Enabler(s);
"Development"	means the development authorised by the Planning Permission as the same is more particularly described in the Application;
"Devon Home Choice"	means the method or body agreed by the Council in accordance with the Department for Communities and Local Government Guidance "Allocation of Accommodation: Choice Based Lettings" August 2008 for the allocation of Affordable Housing in the District developed and operated in partnership between the Council and the Registered Provider or any successor scheme or arrangement agreed as a replacement for Devon Home Choice;
"Directors of the Residents Management Company"	means those that are appointed as directors of the Residents Management Company subject to any resignations and / or appointments of new directors from time to time;
"Dispose"	means the: <ol style="list-style-type: none"> 1. sale of a Custom Build Housing Plot; or 2. sale of the Serviced Custom Build Housing Sub-Parcel at Market Value; or

3. sale of a Custom Build Housing Plot to an individual purchaser in accordance with paragraph 1.26.3 of the Third Schedule; or
4. sale of the Employment Development Land in accordance with paragraph 3.3 of the Third Schedule; or
5. sale of the Local Centre in accordance with paragraph 4 of the Third Schedule.

and reference to "**Disposal**" and "**Disposed**" shall be construed accordingly;

"Dwelling"

means a dwelling (including a house flat or maisonette) within Class C3 to be constructed pursuant to the Planning Permission and a Reserved Matters Approval and reference to "**Dwellings**" shall be construed accordingly;

"Education Purposes"

means school education that encompasses both the teaching and learning of knowledge, proper conduct, and technical competency through instruction, teaching and training by professional teachers that may be provided on the Education Purposes Land and other uses ancillary to the use of a school;

"Education Purposes Land"

has the same meaning given in paragraph 2.1 of the Fourth Schedule;

"Education Purposes Offer"

has the same meaning given in paragraph 2.1 of the Fourth Schedule;

"Employment Development"

means that part of the Development consisting of a maximum of 22,000 sq m of employment use or uses which may consist of the following indicative use or uses:

1. Office (Use Class B1a), up to 8,100 sq m; and /

or

2. Light Industry (Use class B1b and B1c), up to 22,000 sq m; and / or
3. General Industrial (Use Class B2), up to 22,000 sq m; and / or
4. Storage and Logistics (Use Class B8), up to 22,000 sq m;

together with the Employment Development Land Open Space;

"Employment Development Land"

means that part of the Site consisting of 4.4 ha to the east of Kingskerswell Road the approximate location of which is shown edged red on Plan 5 attached to this Deed at Annex 6 upon which the Employment Development may be provided;

"Employment Development Land Marketing Period"

means the marketing period commencing in accordance with paragraph 3.3.1 of the Third Schedule and to continue for a period of no less than 36 (thirty six) months from the commencement of marketing;

"Employment Development Land Marketing Strategy"

means the strategy for the marketing advertising and promotion of the Employment Development Land as more particularly described in the strategy appended to this Deed at the Ninth Schedule;

"Employment Development Land Notice"

has the meaning given in paragraph 3.1 of the Third Schedule;

"Employment Development Land Open Space"

means the areas of natural green space within the Employment Development Land which are to be accessible to the public for the purposes of recreation as, together with attenuation ponds, are indicatively shown in the locations on Drawing No. SK018 Rev A (Illustrative Open Space and Play Space Plan Employment Area) attached to this Deed at Annex 11

	subject to any variations that may be agreed in writing between the Owner and the Council from time to time;
"Employment Development Land Subsequent Notice"	has the meaning given in paragraph 3.1.2 of the Third Schedule;
"Expert"	means a person that may be appointed by the Parties pursuant to the provisions of Clause 16.1;
"Fill Material Classification"	means fill material that is classified as either Class 1A or 1B, Class 2C, Class 6F4 or Class 6F5 in accordance with Table 6/1 of the Specification for Highway Works or such other classification that in the opinion of the County Council (at the County Council's absolute discretion) is suitable for use as fill material and which is first agreed in writing by the County Council and that does not include landfill or mining materials and that is suitable in the County Council's assessment (acting reasonably) for use in connection with constructing the Link Road Works that may be agreed in writing between the County Council and the Owner;
"Further Custom Build Housing Parcel or Plot Marketing Period"	means the marketing period commencing in accordance with paragraph 1.26.3 of the Third Schedule and to continue for a further period of no less than 48 (forty eight) months from its commencement;
"Grant Funding"	means irrevocable confirmation of grant funding towards the provision of the Affordable Dwellings provided by Homes England;
"Help to Buy South"	means the method or body agreed by the Council for the nomination of Affordable Housing for Sale Dwellings available to buy and shall include any successor in function howsoever names or any organisation which is performing a similar function;
"Highway Agreement"	means an agreement under section 278 of the Highways Act 1980 (in a form which is to the written satisfaction

of the County Council as local highway authority the same not to be unreasonably delayed or withheld) that may be made between the County Council and the Owner for the purpose of delivering the Toucan Crossing Works at the Owner's expense;

“Homes England”

means the Homes and Communities Agency trading as Homes England or any bodies undertaking the existing functions of Homes England within the meaning of Part I of the Housing and Regeneration Act 2008 (or as redefined by any amendment, replacement or re-enactment of such Act) and any alternative provider of Grant Funding;

"Household"

means anyone who may reasonably be expected to reside with the Qualifying Persons(s);

“Housing Need”

means being homeless or threatened with homelessness or living in accommodation which in the opinion of the Council is Insecure or unsuitable and being unable to purchase or rent reasonably suitable accommodation in the open market for property in the locality where the Affordable Dwelling is situated taking into account the person's income and capital and other financial circumstances. Accommodation may be unsuitable on the grounds of cost, overcrowding, unfitness or lack of basic amenities or because of a person's infirmity, physical disability, mental disability or specific social or care needs;

“Housing Register”

means the Council's Housing Register setting out those persons seeking Affordable Housing in the District;

"Independent Surveyor"

means an independent chartered surveyor of no less than 10 (ten) years post qualification experience unconnected to any of the Parties hereto and experienced in residential development matters who shall be appointed at the Owner's cost but first approved

	by the Council;
"Index"	means BCIS All in Tender Price Index published by the Royal Institution of Chartered Surveyors or any publication substituted for it;
"Index (CPI)"	means the Consumer Price Index published by the Office for National Statistics or any official publication substituted for it;
"Index Linked"	means such increase to sums payable to the Council or the County Council (under this Deed) on an annual basis or pro rata per diem from the date of this Deed until such time that payment of any sum in this Deed is made to be based upon a comparison of the Index last published before the date of this Deed with the Index last published prior to the date of payment or any publication substituted for it;
"Individual Purchaser"	means an individual or individuals that may be entitled to purchase an Affordable Dwelling in accordance with the provisions of paragraph 1.16 of Part 4 of the Third Schedule;
"Insecure"	means accommodation which the Qualifying Person does not have a legal right to occupy in the long term;
"Interest"	means interest at 4% above the base lending rate of the Bank of England from time to time;
"LAP"	means a 'local area for play' as defined by Fields in Trust (or such successor body or organisation whose primary objects are protecting and improving outdoor sports and play spaces) including a small area of unsupervised open space specifically designed for younger children mainly between the ages of 4-6 years of age;
"LEAP"	means a 'local equipped area for play' as defined by

Fields in Trust (or such successor body or organisation whose primary objects are protecting and improving outdoor sports and play spaces) (including play equipment predominantly for children up to the age of 12 (twelve) years with seating for accompanying adults);

"Letting Notice"

means a notice the content of which is to be agreed with the Council which contains details of the property to be let and which shall include unless otherwise agreed with the Council:

1. the name and address of the landlord and owner;
2. address of the property;
3. weekly or monthly rent (not to exceed the Affordable Rent);
4. amount and breakdown of any service charge per week/month/ annum;
5. details of any additional charges;
6. any age or other occupancy restrictions;
7. property type;
8. property size;
9. heating type;
10. details of mains services in the property;
11. availability of parking space/garage;
12. any disabled adaptations;
13. provision of any support services;

and which is delivered to the Council clearly addressed

and marked for the urgent attention of the Business Manager Housing **PROVIDED THAT** for the avoidance of doubt an advertisement for the Affordable Dwelling placed on Devon Home Choice and approved by the Council shall be considered a Letting Notice for the purposes of paragraph 1.6 of the Third Schedule;

"Link Road Land"

means the area of land defined in the First Schedule and shown edged in red on Plan 2, to be set aside and reserved for the Link Road Works (subject to any further application by the County Council for planning permission) in accordance with paragraph 3.2 of the Fourth Schedule;

"Link Road Works"

means the section of highway works that may be carried out by the County Council on the Link Road Land;

"Link Road Construction Cost"

means the sum of £742,654.90 (seven hundred and forty two thousand six hundred and fifty four pounds and ninety pence) to be applied by the County Council to cover the cost of constructing the Link Road Works on the Link Road Land;

"Link Road Fill Cost"

means a sum to be agreed pursuant to a Soil Investigation Survey and paragraph 3.3 of the Fourth Schedule which shall not exceed the maximum sum of £877,696.00 (eight hundred and seventy seven thousand six hundred and ninety six pounds) being the cost to the County Council of importing from off-site any shortfall in the Required Amount of Fill Material as may be required in relation to the construction of the Link Road Works on the Link Road Land;

"Local Centre"

means that part of the Site the approximate location of which is shown edged red on Plan 7 upon which a local centre of 279 sq m (gross internal area) may be provided and in which a balanced mix of commercially

viable uses that may include one or more of the following facilities may be accommodated:

1. neighbourhood shop (Use Class A1) – up to 279 sq m. (gross internal area); and / or
2. professional / financial services facility (Use Class A2); and / or
3. restaurant / cafe facility (Use Class A3); and / or
4. medical facility (doctor / dentist surgery) (Use Class D1); and / or
5. community facility (Use Class D2);

"Local Centre Marketing Period"

means the marketing period commencing in accordance with paragraph 4.1 of the Third Schedule and to continue for a period of no less than 36 (thirty six) months from the commencement of marketing;

"Local Centre Marketing Strategy"

means the strategy for the marketing advertising and promotion of the Local Centre as more particularly described in the strategy appended to this Deed at the Tenth Schedule;

"Local Connection"

means a connection with the Primary Area, the Secondary Area, the Tertiary Area or the County as appropriate and demonstrated by that person or a member of their Household to the reasonable satisfaction of the Council:

1. being permanently resident therein immediately prior to advertising (in accordance with the approved Scheme of Advertising) and that residence is of their own choice; or
2. being formerly permanently resident therein for

a continuous period of 5 (five) years; or

3. having his or her place of permanent work (normally regarded as 16 (sixteen) hours or more a week and not including seasonal employment) therein immediately prior to advertising (in accordance with the approved Scheme of Advertising); or
4. having a connection through a close family member (normally mother, father, brother, sister, son or daughter) where the family member is currently resident therein and has been so for a continuous period of at least 5 (five) years immediately prior to advertising (in accordance with the approved Scheme of Advertising); or
5. being in such other special circumstances which the Council considers requires the applicant to reside therein as appropriate and which is consistent with the Devon Home Choice policy as amended from time to time;

"Local Housing Allowance"

means the flat rate rental allowance providing financial assistance towards the housing costs of low income households for different rental market areas and property types set out and reviewed by the Valuation Office Agency under a framework introduced by the Department for Work and Pensions or such similar framework that may replace it;

"Longstop Date"

means in relation to the Primary School Land the date being 5 (five) years from the Commencement of Development;

"Market Rent"

means a rent in accordance with the definition as is set out in the RICS Valuation – Professional Standards 2014 (the Red Book) as may be updated from time to

	time or replaced;
"Market Value"	means the same definition as is set out in the RICS Valuation – Professional Standards 2014 (the Red Book) as may be updated from time to time or replaced and such valuation to be agreed between the Council and the Owner;
"Monitoring Fee"	means the sum of £5,000 (five thousand pounds) being the Council's charge to recover the expenses incurred by the Council in monitoring compliance with the obligations contained in this Deed;
"Mortgagee"	means the mortgagee or chargee of either: <ol style="list-style-type: none"> 1. the Site or any part thereof; or 2. an individual Affordable Dwelling where the mortgagor has defaulted on the particular mortgage; or 3. any mortgagee or chargee of the Registered Provider (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;
"Mortgagee's Duty"	means the tasks and duties set out in paragraph 1.18 of Part 5 of the Third Schedule;
"Mortgagee's Notice"	has the same meaning given in paragraph 1.18 of the Third Schedule;
"National Planning Policy Framework"	means the National Planning Policy Framework published by the Department for Communities and Local Government in February 2019 (as updated in June 2019) (or any future guidance or initiative that

replaces or supplements it or any successor policy or legislation in respect of affordable housing);

“Occupation”

means occupation for the purposes permitted by the Planning Permission but not including occupation by personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and references to **“Occupy”** shall be construed accordingly;

“Off-Site Allotment Contribution”

means the sum of £156.00 (one hundred and fifty six pounds) per Dwelling to be paid to the Council for the provision of allotments within the District;

“On-Site Recreational Open Space Management Scheme”

means (unless otherwise agreed with the Council in writing) a written scheme demonstrating the way in which:

- (i) the future management and maintenance requirements for the On-Site Residential Play & Recreational Open Space have been identified and how an ongoing maintenance regime (including but not limited to task timing and frequency of the operations for all the features of the On-Site Residential Play & Recreational Open Space) specifically fulfils the Residents Management Company objectives;
- (ii) the Residents Management Company is or will be set up and maintained in order to fulfil its ongoing obligations and functions in relation to the On-Site Residential Play & Recreational Open Space as set out in paragraph 6 of the Third Schedule including but not limited to:
 - (a) its objects (to be reflected in the memorandum and articles of association);
 - (b) governance of the Residents Management

Company including how it is or will be incorporated;

- (c) how key appointments will be made and renewed;
- (d) how shares in the Management Company will be issued and to whom and when;
- (e) how professional appointments will be made and funded including the Directors of the Residents Management Company and company secretary;
- (f) how and when meetings will be convened;
- (g) how monies will be paid into it by way of Reasonable Service Charges pursuant to the terms of this Deed and details of how sufficient funds will be maintained for any emergency or replacement works to the On-Site Residential Play & Recreational Open Space;
- (h) how assets of the Residents Management Company will be safeguarded for use only for the purpose of the long term management and maintenance of the On-Site Residential Play & Recreational Open Space and for no other purpose;

"On-Site Residential Play & Recreational Open Space"

means the areas within the Residential Development which are to be accessible to the public for the purposes of recreation and leisure and provided on a policy compliant basis to include:

1. areas of formal and informal green space that are policy compliant consisting of:
 - (a) formally laid out sites that are the subject

of consciously organised layout, ranging from sweeping landscapes to ornamental gardens, which include flower beds, water features, cafes, sensory areas, children's play, toilets, parking etc., typically having a network of paths that enable people to pass through or circulate within; and / or

(b) spaces that are informal in layout and character, where the emphasis is on informal recreation, and where the network of paths will be more informal in nature, and generally having no additional, or a limited number of facilities;

2. areas of natural green space that are policy compliant consisting of areas where the predominant function is one of providing people with access to, and experience of nature due to a sites inherent nature conservation value and may include woodland, grassland, scrub, hedgerows and wetland;
3. children and young peoples' space provided as LAPs and LEAPs (as appropriate) provided within formal and informal green space both of which will be policy compliant consisting of areas of land where children and young people have the opportunity to play and meet safely within equipped and unequipped environments (unequipped environments will include areas set aside for informal kick-about, multi-use play areas and areas provided with seats or shelters for young people to gather and socialise (and sub-types include wheel parks, games areas and children's play space);

as are indicatively shown in the locations on Drawing

No. SK017 Rev C (Illustrative Open Space and Play Space Plan Residential Area) attached to this Deed at Annex 7 subject to any variations that may be agreed in writing between the Owner and the Council from time to time as part of a Reserved Matters Application;

"On-Site Residential Play & Recreational Open Space Scheme"

means a scheme setting out detailed arrangements for the laying out landscaping and management of the On-Site Residential Play & Recreational Open Space together with the installation of the play equipment within the On-Site Residential Play & Recreational Open Space where applicable such scheme to be submitted to and approved in writing by the **COUNCIL** in relation to that Phase and such scheme to include details of:

1. the part or parts of the Site where the On-Site Residential Play & Recreational Open Space is to be provided;
2. if applicable to that Phase the areas within the On-Site Residential Play & Recreational Open Space where the LEAP's and the LAP's (the elements of the activity area(s) for older children and teenagers to be provided within the On-Site Residential Play & Recreational Open Space if applicable within that Phase and their location(s)) are to be provided;
3. planting plans and specifications (including cultivation and other operations associated with plant and grass establishment), schedules of plants and proposed numbers / densities;
4. the play equipment if applicable within that Phase;
5. a programme relating to timescales for

implementation;

“Open Market Dwellings”	means each of the Dwellings to be constructed pursuant to the Planning Permission and Reserved Matters Approval(s) which are not Affordable Dwellings and reference to "Open Market Dwelling" shall be construed accordingly;
"Phase"	means a phase of the Development which may be detailed in any phasing plan or masterplan approved by the Council in accordance with a condition to the Planning Permission and / or in accordance with a Reserved Matters Approval or such other phasing that may be agreed in writing between the Owner and the Council;
“Plan 1”	means the plan attached to this Deed at Annex 2 and marked "Plan 1" but excluding the land shown edged red and hatched red thereon (Redline Site Plan);
“Plan 2”	means the plan attached to this Deed at Annex 3 and marked "Plan 2" (Link Road Land);
“Plan 3”	means the plan attached to this Deed at Annex 4 and marked "Plan 3" (Primary School Land);
“Plan 4”	means the plan attached to this Deed at Annex 5 and marked "Plan 4" (Safeguarded Bridge Land);
“Plan 5”	means the plan attached to this Deed at Annex 6 and marked "Plan 5" (Employment Development Land);
“Plan 6”	means the plan attached to this Deed at Annex 8 and marked "Plan 6" (Custom Build Housing Parcel);
“Plan 7”	means the plan attached to this Deed at Annex 9 and marked "Plan 7" (Local Centre);
“Plan 8”	means the plan attached to this Deed at Annex 10 and

marked "Plan 8" (Wolborough Barton Site);

"Planning Permission"	means a planning permission for the Development which may be granted by the Council pursuant to the Application;
"Playing Pitch Contribution"	means the sum of £647.73 (six hundred and forty seven pounds and seventy three pence) per Dwelling to be applied by the Council towards the provision of and / or improvements to playing pitches within the vicinity of the Development which are or will be publically accessible to occupiers of the Development the need for which directly arises in order to mitigate against demand directly arising from the Development;
"Playing Pitch Maintenance & Sinking Fund Contribution"	means the sum of £27,985.00 (twenty seven thousand nine hundred and eighty five pounds) to be applied by the Council towards the future maintenance of playing pitches within the vicinity of the Development the need for which directly arises in order to mitigate against demand directly arising from the Development;
"Primary Area"	means the town / parish of Newton Abbot and Kingskerswell, in relation to Affordable Housing for Rent Dwellings and, in relation to Affordable Housing for Sale Dwellings;
"Primary School"	means a one-form entry primary school which may be needed in the event that development is not commenced in accordance with the terms of section 56 of the 1990 Act pursuant to the Wolborough Barton Permission within 5 (five) years of the Commencement of Development in order to meet the anticipated current and / or future demand for primary school places in order to mitigate against impacts directly arising from the Development;
"Primary School Land"	means the land shown edged red on Plan 3;

**“Primary School Land
Valuation”**

means the serviced residential Market Value of the 54% of the Primary School Land to be calculated in accordance with the principles as to valuation set out in paragraph 5.2 of the Fourth Schedule and agreed between the Owner and the Council or in the absence of agreement to be agreed in accordance with the proviso to paragraph 6.2.2 of the Fourth Schedule;

"Proper Officer"

means the Head of Planning, Transportation & Environment of the Council or such other officer from time to time with responsibility for highways;

“Qualifying Person”

means person(s) who (unless otherwise agreed in writing with the Council) has / have on the date of advertising by the owner of the relevant Affordable Dwelling a Local Connection with:

1. the Primary Area; or
2. if no person satisfying the requirement of (1) above has been identified by the Owner in consultation with the Council a person who has a connection with the Primary Area or the Secondary Area; or
3. if no person satisfying the requirements of (1) or (2) above has been identified by the Owner in consultation with the Council a person who has a connection with the Primary Area or the Secondary Area or the Tertiary Area; or
4. if no person satisfying the requirements of (1), (2) or (3) above has been identified by the Owner in consultation with the Council a person who has a connection with the Primary Area or the Secondary Area or the Tertiary Area or a County Local Connection;

“Reasonable Affordable

means a sum that covers the contributions required

Dwelling Service Charge”

from time to time for those services and facilities which are of a nature and to a standard reasonably required in connection with the Affordable Dwelling such as maintaining repairing and keeping secure the relevant Affordable Dwelling and its common parts the cleaning and lighting of the common parts and the maintenance of any communal gardens or landscaping areas that directly benefit the Affordable Dwelling;

"Reasonable Endeavours"

means it is agreed by the Parties that the Party under such obligation shall not thereby be required to take proceedings (including any appeal) in any court, public inquiry or other hearing but subject thereto such Party shall be bound to attempt to fulfil the relevant obligation(s) by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances (including any adverse commercial implications to the Party to perform such obligation) may be reasonable;

"Reasonable Service Charge"

means a sum equivalent to the reasonable contributions required from time to time for those services and facilities which are of a nature and to a standard reasonably required in connection with the maintenance of the On-Site Residential Play & Recreational Open Space including but not limited to maintaining repairing and keeping secure the On-Site Residential Play & Recreational Open Space as more particularly set out in the On-Site Recreational Open Space Management Scheme;

“Registered Provider”

means a body registered with Homes England pursuant to and defined by the Housing and Regeneration Act 2008 or a local or similar authority or housing association or organisation or a social landlord or such other body or organisation whose main object is the provision of Affordable Housing or such other

	organisation;
"Regulator of Social Housing"	means the executive non-departmental public body, sponsored by the Ministry of Housing, Communities & Local Government which is responsible for the regulation of private registered providers of social housing in England or any successor body or organisation;
"Remainder of the NA3 Allocation"	means all parts of the Wolborough strategic allocation identified in the Teignbridge Local Plan at Policy NA3 (Wolborough) other than the Site;
"Required Amount of Fill Material"	means 27,428 m ³ of fill material being the amount that the Owner and the County Council have agreed will be required in connection with the construction of the Link Road on the Link Road Land;
"Reserved Matters Application"	means a reserved matters application in respect of one or more reserved matters (as defined by Article 2(1) of the Town and Country Planning (Development Management Procedure) (England) Order 2015) reserved for approval by the Planning Permission for some or all of the Development;
"Reserved Matters Approval(s)"	means an approval by the Council of a Reserved Matters Application;
"Residential Development"	means that part of the Development consisting of the Dwellings;
"Residents Management Company"	means a body with a registered office in England or Wales that is nominated or established by the Owner for the acquisition and long term management and maintenance of the On-Site Residential Play & Recreational Open Space in accordance with the provisions of the Third Schedule and such body to be approved by the Council;

"Safeguarded Bridge Land"	means the area of land defined in the First Schedule and shown edged red on Plan 4 to be set aside and reserved for the Bridge Works (subject to any further application by the County Council for planning permission) in accordance with paragraph 4 of the Fourth Schedule;
"Scheme of Advertising"	<p>means the advertising for sale or letting of any interest in the relevant Affordable Dwelling in accordance with a scheme to be approved by the Council (such approval not to be unreasonably withheld or delayed) which scheme shall include unless otherwise agree with the Council:</p> <ol style="list-style-type: none"> <li data-bbox="702 873 1260 1108">1. in the case of Affordable Housing for Rent Dwellings an advertisement on the website of Devon Home Choice or such other similar website for advertising affordable homes which are ready for letting as agreed by the Council; or <li data-bbox="702 1153 1260 1355">2. in the case of Affordable Housing for Sale Dwellings an advertisement on the website of Help to Buy South being the Government appointed help to buy agent for Devon or any successor organisation;
"Secondary Area"	means the Parishes of Ipplepen, Ogwell, Kingskerswell and Kingsteignton;
"Serviced"	<p>means in relation to the Custom Build Housing the utility connections provided by:</p> <ol style="list-style-type: none"> <li data-bbox="702 1612 1260 1691">1. the Owner to the boundary of the Custom Build Housing Sub-Parcel; and <li data-bbox="702 1724 1260 1870">2. a Custom Build Housing Enabler or Custom Build Housing Enablers or the Owner as the case may be from the boundary of the Custom Build Housing Sub-Parcel to the Custom Build

Housing Plots;

with such utilities to be commensurate to the utilities provided to the Open Market Dwellings and to be ready for connection and for the avoidance of doubt to include fibre optic telecommunications unless fibre optic telecommunications are not available within the wider Development and reference to "Services" shall be construed accordingly;

**"Shared Cycle and Pedestrian
Route Contribution"**

means the sum of £200,000.00 (two hundred thousand pounds) to be applied by the County Council towards the provision of and / or improvements to shared cycle and pedestrian infrastructure between the Site and Newton Abbot town centre the need for which directly arises as a result of the Development;

"Shared Ownership Lease"

means a lease substantially in the form approved or published by Homes England whereby the tenant having paid an initial premium of no more than 75% of the Market Value of the particular unit pays a rent in respect of the remaining equity held by the Owner plus (if appropriate) a Reasonable Affordable Dwelling Service Charge **PROVIDED THAT** such rent per annum shall:

1. be at a level not exceeding 2.75% of the full Market Value of the Registered Provider's retained share of the relevant Affordable Dwelling; and
2. not be at a level which is in conflict with any applicable Homes England restrictions relating to charges payable by the tenant;

"Site"

means the land defined in the First Schedule against which this Deed may be enforced as shown for identification purposes only edged red on Plan 1;

"Soil Investigation Survey"

means a soil investigation survey, to include a ground investigation report, in relation to the Site and the Link Road Land to be procured by the Owner and agreed in writing with the County Council in accordance with the provisions of paragraph 3.3 of the Third Schedule in order to establish the:

1. quality suitability and viability of the soil content on the Site for use as fill material in connection with constructing the Link Road Works on the Link Road Land **PROVIDED THAT** it is agreed that the Required Amount of Fill Material to be provided must meet the Fill Material Classification; and (if applicable)
2. quantum of the Link Road Fill Cost in the event that there is a shortfall in the Required Amount of Fill Material that can be provided from the Site;
3. existence of landfill and/or mining activity on the Link Road Land which may or may not in the opinion of the County Council (acting reasonably) be required to be remediated prior to the transfer of the Link Road Land in accordance with paragraph 3.3.3 of this Fourth Schedule;

"Statutory Agreement"

means an agreement or undertaking whether made under Section 106 of the 1990 Act and / or Section 33 of the Local Government (Miscellaneous Provisions) Act 1982 and/or Section 111 of the Local Government Act 1972 and/or Sections 38 and / or 278 of the Highways Act 1980 and/or Section 104 of the Water Industry Act 1991;

"Statutory Undertaker"

means any company corporation board or authority at the date of this Deed authorised by statute to carry on

	an undertaking for the supply of telephone and television communications electricity gas water or drainage and any authorised successor to any such undertaking;
"Sub-Market Price"	means the price equal to the Market Value of an Open Market Dwelling less a discount equal to 25% of the Market Value at the date an Affordable Dwelling is transferred to an Individual Purchaser;
"Teignbridge Local Plan"	means the Teignbridge Local Plan 2013 – 2033 (adopted 6 May 2014);
"Tenure Blind"	means that affordable and market housing on a site should as far as practicable be visually indistinguishable from each other in quality, whilst allowing for buildings to be individual and have character; affordable and market dwellings should be intermixed within the site, avoiding concentrations of Affordable Housing in any part of the Site;
"Tertiary Area"	means the administrative area of Teignbridge District Council;
"Toucan Crossing Works"	means the works to deliver a toucan crossing on Kingkerswell Road in the location shown marked on Drawing No. 17/355/TR/019 Rev G at Annex 12 ;
"Travel Plan"	means the travel plan by Bryan G Hall dated January 2019 submitted as part of the Application and attached to this Deed at the Eighth Schedule and as may be amended from time to time with the County Council's prior written approval;
"Travel Plan Contribution"	means the sum of £300.00 (three hundred pounds) per Dwelling to be applied by the County Council towards Travel Vouchers;
"Travel Plan Co-Ordinator"	means a person to be appointed by the Owner who will

	be responsible for implementing the measures and initiatives in the Travel Plan in accordance with paragraph 8 of the Fourth Schedule;
"Travel Vouchers"	means vouchers for public transport services and sustainable travel options to be supported in the vicinity of the Development;
"Upper Tribunal"	means the Lands Chamber of the Upper Tribunal as created by the Tribunals, Courts and Enforcement Act 2007 or any successor tribunal or court;
"Wheelchair Accessible Dwellings"	means the Affordable Dwellings which shall be constructed in accordance with Part M of Schedule 1 of the Building Regulations 2010 together with Optional requirement M4 (2): Category 2 – Accessible and adaptable dwellings set out in Approved Document M - Access to and use of buildings;
"Wolborough Barton Development"	means development on the Wolborough Barton Site (or part thereof) in accordance with the Wolborough Barton Permission;
"Wolborough Barton Permission"	means: <ol style="list-style-type: none"> 1. the hybrid permission (Council reference number 17/01542/MAJ) which was granted on appeal pursuant to PINS reference APP/P1133/W/18/3205558 in a decision letter dated 3 June 2020 for 'mixed use development comprising up to 1,210 dwellings (C3), a primary school (D1), up to 12,650 sq. m of employment floorspace (B1), two care homes (C2) providing up to 5,500 sq. m of floorspace, up to 1,250 sq.m of community facilities (D1), a local centre (A1/A3/A4/A5) providing up to 1,250 sq. m of floorspace, open space (including play areas, allotments, MUGA), and associated infrastructure. (Means of Access to

be determined only) Full - Change of use of existing agricultural buildings to hotel (C1), restaurant (A3) and bar/drinking establishment (A4) uses, involving erection of new build structures, construction of an access road and parking, plus other associated conversion and minor works'; and / or (as appropriate)

2. such other permission or permissions that may be granted either by the Council or on appeal to construct the Wolborough Barton Development or other such development of a scale and character similar to the Wolborough Barton Development and which includes a primary school;

and for the avoidance of doubt this definition applies to any permission or permissions granted under section 73 of the 1990 Act relating to the Wolborough Barton Development or other such development of a scale and character similar to the Wolborough Barton Development;

"Wolborough Barton Site" means all that land at Wolborough Barton, Coach Road, Newton Abbot, Devon, TQ12 1EJ shown edged in red for identification purposes only on Plan 8.

2 CONSTRUCTION OF THIS DEED

- 2.1 Where in this Deed reference is made to any clause, paragraph, schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph, or schedule or recital in this Deed.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed as being interchangeable in that manner.

THIRD SCHEDULE
(The Owner's Covenants with the Council)

The Owner covenants with the Council as follows:

1. Affordable Housing

PART 1 – Transfer of the Affordable Dwellings

- 1.1 The Owner shall not Commence Development on any Phase until it has submitted to the Council for written approval the Affordable Housing Units Layout and Mix Plan for that Phase (which shall demonstrate a representative mix of units in that Phase and reflect housing need as evidenced by the Council's Housing Register) such plan to include the following:
- 1.1.1 that the number of Affordable Dwellings to be provided on that Phase shall be 20% of the Dwellings that are to be constructed on that Phase of which 70% shall be Affordable Housing for Rent Dwellings and 30% shall be Affordable Housing for Sale Dwellings (or such other quantum and / or percentage of tenure that may be agreed in writing between the Owner and the Council from time to time) and 5% shall be Wheelchair Accessible Dwellings **PROVIDED THAT** it is agreed for the avoidance of doubt that 20% of the Dwellings to be constructed within the Development as a whole will be Affordable Dwellings;
- 1.1.2 all Affordable Dwellings shall be Tenure Blind and unless otherwise first agreed in writing by the Council not in clusters of more than 10 (ten);
- 1.1.3 where the total number of Dwellings includes a fraction of 0.5 or higher than the number of Affordable Dwellings shall be rounded up where a fraction is less than 0.5 then the number of Affordable Dwellings shall be rounded down.
- 1.2 The residential element of the Development (taken as a whole) shall (unless agreed otherwise in writing with the Council acting by the Business Manager for Housing) provide 70% of the Affordable Dwellings as Affordable Housing for Rent Dwellings and 30% of the Affordable Dwellings as Affordable Housing for Sale Dwellings.
- 1.3 Not to Occupy more than:
- 1.3.1 50% of the Open Market Dwellings on a Phase until 50% of the Affordable Dwellings to be provided on that Phase have been completed and have been transferred to a Registered Provider at the Affordable Housing Dwelling Price; and

- 1.3.2 75% of the Open Market Dwellings on a Phase until 100% of the Affordable Dwellings to be provided on that Phase have been completed and have been transferred to a Registered Provider at the Affordable Housing Dwelling Price;

the transfer of the Affordable Dwellings to the Registered Provider shall be on such terms and subject to existing encumbrances reservations and the imposition of such covenants as may be agreed between the Owner and the Registered Provider with the intention that the Affordable Dwellings shall at all times be occupied and managed by and in accordance with this Deed with the intention that the Affordable Dwellings shall at all times be Occupied and managed as Affordable Housing in accordance with this Deed **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 Registered Provider complies with the obligations in this paragraph 1 of this Schedule.

PART 2 – Affordable Housing for Rent Dwellings

- 1.4 Not to permit or otherwise allow any of the Affordable Housing for Rent Dwellings to be let other than:
- 1.4.1 to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need; and
- 1.4.2 at a sum not exceeding the Affordable Rent; and
- 1.4.3 to persons selected in accordance with the principles of the Devon Home Choice policy and the service level agreement for Devon Home Choice as amended from time to time whether or not the Registered Provider is a member of the Devon Home Choice scheme;

PROVIDED THAT it is agreed that if the Affordable Housing for Rent Dwellings are to be let otherwise than in accordance with paragraph 1.4 of this Schedule then paragraphs 1.5 to 1.8 (inclusive) of this Part 2 of this Schedule shall apply.

- 1.5 Not to permit or otherwise allow any of the Affordable Housing for Rent Dwellings to be let on initial or subsequent letting prior to the submission to and approval by the Council of a Scheme of Advertising for the Affordable Housing for Rent Dwellings.
- 1.6 To serve upon the Council a Letting Notice each time an Affordable Housing for Rent Dwellings becomes available for letting.

- 1.7 To advertise the relevant Affordable Housing for Rent Dwellings in accordance with the Scheme of Advertising approved in accordance with paragraph 1.5 of this Schedule immediately following the service of a Letting Notice in accordance with paragraph 1.6 of this Schedule.
- 1.8 Not to grant a tenancy of the relevant Affordable Housing for Rent Dwelling until the Owner or Registered Provider has submitted written verification to the Council that the prospective tenant satisfies the obligations contained in this Deed and the Council has given its approval that the prospective tenant would satisfy the obligations contained in the Deed (such approval not to be unreasonably withheld) and if no response is given by the Council within 21 (twenty one) days of receipt of written verification from the Registered Provider then approval will be deemed to have been given **PROVIDED THAT** such written verification is served upon the Council clearly addressed and marked for the urgent attention of the Business Manager for Housing.
- 1.9 The Registered Provider shall if so required by the Council provide to the Council (together with the written verification detailed in paragraph 1.8 of this Schedule) all necessary documentation as stipulated in the Seventh Schedule as evidence that the prospective tenant satisfies the obligations contained in this Deed.

PART 3 – Affordable Housing for Sale Dwellings

- 1.10 Not to permit or otherwise allow any of the Affordable Housing for Sale Dwellings to be sold or let other than:
- 1.10.1 by way of a Shared Ownership Lease; or
- 1.10.2 by way of another Affordable Housing for Sale Dwelling product which complies with either definition (c) "Discounted market sales housing" or definition (d) "Other affordable routes to home ownership" as set out within Annex 2 of the National Planning Policy Framework and as approved in writing by the Council; and
- 1.10.3 to a Qualifying Person who is either releasing an Alternative Affordable Home elsewhere or is in Housing Need.
- 1.11 Not to permit or otherwise allow any of the Affordable Housing for Sale Dwellings to be sold or let on initial or subsequent sale or letting prior to:
- 1.11.1 the submission to and subsequent approval by the Council of a Scheme of Advertising for the Affordable Housing for Sale Dwellings; and