

ILSINGTON

3 The terms of this Agreement shall come into effect upon the implementation of the Planning Permission (which for the purpose of this agreement shall mean the carrying out of a material operation as defined by Section 56(4) of the 1990 Act)

4 Once the Planning Permission has been implemented the Developer shall

4.1 Cause the Development to be carried out and until disposed of in accordance with clause 4.⁹ hereafter at all times manage the Development in accordance with the terms of this agreement

4.2 Not at any time cause or permit any dwelling unit forming part of the Property to be occupied other than by way of letting as rented accommodation by an assured tenancy or other tenancy from time to time approved by the Housing Corporation or by a shared ownership lease (as defined by Section 106 of the Housing Association Act 1985) whereby the lessee may be permitted to acquire up to eighty percent (80%) of the equity of the leased dwelling within the Property

4.3 No dwelling on the Property shall be occupied except by a person whom the Developer considers

- (a) is in need of such accommodation and
- (b) is unable to afford other accommodation in the locality and
- (c) has immediately prior to the occupation of the dwelling been resident within the Parish of Ilsington for the previous five years or
- (d) if there is no one who meets the criteria in 3.3 (a) to (c) has a strong local connection with the Parish

AND in seeking to allocate dwellings under this sub-clause the Developer shall (but without limiting its wider discretion in this regard) consider

- (aa) close family association of such person in the Parish and/or

- (bb) any period of residence in the Parish of such person not immediately before the date upon which any dwelling becomes vacant and/or
- (cc) whether such person has or has been offered permanent employment in the Parish

- 4 4 If the Developer is unable to allocate any dwelling unit on the Development on the manner referred to in sub-clause 4.3 above then the Developer shall allocate any such dwelling unit applying the procedures contained in sub-clause 4.3 but in lieu of the reference therein to the Parish there shall be substituted reference to the physically adjoining parishes of Bovey Tracey, Teigngrace, Bickington, Ashburton, Widecombe-in-the-Moor and Manaton
- 4 5 If the Developer is unable to allocate any of the dwellings in the manner referred to in sub-clauses 4 3 or 4 4 above then the Developer shall allocate any such dwelling to a person or persons nominated by the Chief Housing Officer for the time being of the Owner such nomination to be made in writing and sent to the address notified by the Developer to the Owner from the Owner's list of persons of priority housing need within its administrative area but if such nomination is not made within two weeks of notification by the Developer of a vacancy then the Developer shall be entitled to allocate any vacant dwelling to any person who is considered by the Developer 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
- 4 6 If the Developer is unable to allocate any of the dwellings in the manner referred to in clauses 4 3 to 4 5 above then the Developer will be entitled to allocate any vacant dwelling to any person considered by the Developer to be

in need of such accommodation and who complies with the 'Performance Standards for Registered Social Landlords'

4 7 The Owner may upon a request from the Developer agree a shorter period than those mentioned above (such agreement not to be unreasonably withheld or delayed)

4 8 Any occupier automatically qualifies any person children and/or dependants partnering them in occupancy

4 9 Not at any time cause or permit the disposal of the freehold estate of any dwelling unit comprised in the Property unless the disposal complies with the following criteria

4 9 1 The disposal of the unit is required or has previously been required

- (a) pursuant to any statutory provision now or hereinafter in force or
- (b) pursuant to the authorisation of the Housing Corporation under Section 9 of the Housing Act 1996 (or any enactment amending or replacing the same) or
- (c) by any mortgage chargee or receiver appointed in respect of the Development or any part or parts thereof or
- (d) pursuant to any Order of the Court AND

4 9 2 The disposal is

- (a) to a Registered Social Landlord as defined in the Housing Act 1996 or
- (b) to a person who throughout the period of five years immediately preceding the disposal has had his/her only or principal home in the Parish or in the case of joint purchasers at least one of them has