

- 3.1.1 on Site A until the Council has approved the Affordable Housing Tenure Plan (such approval not to be unreasonably withheld or delayed) for Site A and once approved the Development on Site A shall proceed in accordance with the Affordable Housing Tenure Plan for Site A
- 3.1.2 on Site B until the Council has approved the Affordable Housing Tenure Plan (such approval not to be unreasonable withheld or delayed) for Site B and once approved the Development on Site B shall proceed in accordance with the Affordable Housing Tenure Plan for Site B
- 3.2 Not fewer than 30% of the Dwellings constructed on the Site shall be provided as Affordable Housing in accordance with the terms of this Schedule
- 3.3 70% of the Affordable Dwellings shall be let as Affordable Rented Housing and the remaining 30% of Affordable Dwellings will be disposed of as Intermediate Housing PROVIDED THAT no more than 1/3 of the total number of Affordable Dwellings on Site A being Intermediate Housing shall be disposed of as Low Cost Discounted Affordable Housing and no more than 1/3 of the Affordable Dwellings on Site B being Intermediate Housing shall be disposed of as Low Cost Discounted Affordable Housing
- 3.4 The Developer shall allocate Affordable Rented Housing to a person/s registered on and eligible for registration on Devon Home Choice (or such other waiting list allocation or policies adopted by the Council in their replacement) and who:
- 3.4.1 has immediately prior to such allocation been resident within the Newton Abbot Sub Regional Centre; or
- 3.4.2 has a strong local connection in the Newton Abbot Sub Regional Centre
- AND in seeking to allocate the Affordable Housing under this sub-paragraph the Developer shall (but without limiting its wider discretion in this regard) consider:

3.4.3 family associations of such person or persons in the Newton Abbot Sub Regional Centre

3.4.4 any periods of ordinary residence of such person or persons in the Newton Abbot Sub Regional Centre not immediately before the date upon which any Affordable Housing becomes vacant and/or

3.4.5 whether such person or persons has to have permanent employment in the Newton Abbot Sub Regional Centre

3.5 If the Developer is unable to allocate any of the Affordable Rented Housing in the manner referred to in Paragraph 3.4 above within 20 Working Days of Advertising then the Developer may allocate any such Affordable Rented Housing by applying the procedures contained in Paragraph 3.4 above but in lieu of the reference therein to the Newton Abbot Sub Regional Centre there shall be substituted references to the District

3.6 If the Developer is unable to allocate any of the Affordable Rented Housing in the manner referred to in Paragraph 3.5 above within 20 Working Days of Advertising then the Developer may allocate any such Affordable Rented Housing by applying the procedure contained in Paragraph 3.4 above but in lieu of the reference therein to the Newton Abbot Sub-Regional Centre there shall be substituted reference to the County of Devon

3.7 The Developer shall allocate Intermediate Housing to a person/s who is considered by the Developer to be in need of such accommodation and who in the opinion of the Developer is unable to afford other accommodation in the locality suitable to the needs of himself and his household and who:

3.7.1 has immediately prior to such allocation been resident within the District; or

3.7.2 has a strong local connection in the District

AND in seeking to allocate the Affordable Housing under this sub-paragraph the Developer shall (but without limiting its wider discretion in this regard) consider:

3.7.3 family associations of such person or persons in the District

3.7.4 any periods or ordinary residence or such person or persons in the District not immediately before the date upon which any Affordable Housing Unit becomes vacant and/or

3.7.5 whether such person or persons has to have permanent employment in the District

3.8 The planning obligations contained in Paragraphs 3.1 to 3.7 of this Schedule shall not apply:

3.8.1 to any Mortgagee or Chargee of the Affordable Dwellings or any of them provided that such Chargee or Mortgagee shall first have complied with the Chargee's Duty or the Mortgagee's Duty to the intent that any such Mortgagee or Chargee may deal with or dispose of any Affordable Dwellings freed from the said obligations and on the basis that any person deriving title through or under such Mortgagee or Chargee shall not be bound by the said obligations; nor

3.8.2 to any tenant of any rented dwelling comprised in the Affordable Housing who exercises any right to acquire his or her dwelling (or any interest in it) or acquires the said rented dwelling pursuant to any voluntary sales policy of his or her landlord and nor to any person deriving title through or under such tenant; nor

3.8.3 to any person holding a Shared Ownership Lease of any dwelling comprised in the Intermediate Housing from time to time in the event that such person exercises any right to staircase which may be included in such Shared Ownership Lease and such leaseholder acquires a 100% leasehold or freehold interest in the relevant dwelling and nor to any person deriving title through or under such leaseholder

3.9 The Chargee or Mortgagee (as the case may be) shall prior to seeking to dispose of any Affordable Dwellings pursuant to any default under the terms of its mortgage or charge give prior notice ("Notice") to the Council of its intention to dispose and:

3.9.1 in the event that the Council responds to the Notice indicating that arrangements for the transfer of the Affordable Dwellings can be made in such a way as to safeguard them as Affordable Housing then the Chargee or Mortgagee shall co-operate with such