

- In respect of the initial sale of a Shared Ownership Unit the Affordable Housing Provider shall not permit the lease of a Shared Ownership Unit to be granted to anyone who is not a Qualifying Person falling within priority categories a or b for a period of 6 months from the date that the Shared Ownership Unit is first marketed
- 10 Subject to clause 11 below in respect of the resale of a Shared Ownership Unit the Affordable Housing Provider shall not permit the lease of a Shared Ownership Unit to anyone who is not:
- 10.1a Qualifying Person falling within Category a or b for a period of 2 months; and
- 10.2 If the lease has not been granted within the timeframe in clause 10.1 above to a Qualifying Person falling within Category a to Category d for a further period of 1 month with the initial 2 month period under clause 10.1 running from the date that the Shared Ownership Unit is first marketed
- 11 The Council may agree to waive the requirement under clause 10 above upon written request from the Affordable Housing Provider provided that such a request includes all relevant evidence and/or data required to justify the departure from the nominations criteria in the particular circumstances and the Council is satisfied it is in the best interests of the parties involved in any transaction to do so. The decision of the Council will be final.
- 12 Following the priority periods referred to in paragraphs 9 and 10 of this Part B of this Schedule the Affordable Housing Provider shall not permit the grant or assignment of a lease of a Shared Ownership Unit to anyone who is not a Qualifying Person
13. The provisions of this Schedule shall not be binding on anyone who has staircased to 80% ownership of a Shared Ownership Unit nor their successor in title providing that paragraph 14 and 15 of this Part is complied with
14. If the former lessee exercises his right to acquire the whole of the equity in the whole of the dwelling then upon transfer of ownership to that person that dwelling shall, so far as is legally permissible, be subject to a right of pre-emption in favour of the Provider of Social Housing, exercisable within 28 days, provided that if such right of pre-emption is not exercised on the first occasion on which it arises, the former lessee shall be entitled to transfer the dwelling free from the provisions of this Schedule provided that clause 15 is complied with.
- 15 The Owner is to re-invest any net capital receipts from the disposal (except by way of a charge or mortgage) of any Affordable Housing Unit in North Kesteven in liaison with the

Council as Housing Authority PROVIDED THAT the use of any monies for the repurchase of any staircased Shared Ownership Unit or Social Rented Unit sold under a statutory duty will comply with this provision.

PART C

TERMS OF PRIORITY FOR THE SELECTION OF OCCUPIERS OF THE AFFORDABLE HOUSING DWELLINGS

- a Persons having a Local Connection to Bassingham;
- b Persons having a Local Connection to Aubourn & Haddington, Boothby Graffoe, Carlton le Moorland, Coleby, Navenby, Norton Disney and Thurlby;
- c Residents of North Kesteven District in housing need;
- d Residents of North Kesteven District not in housing need;
- e Residents from outside North Kesteven District identified as being in housing need;
- f Residents from outside North Kesteven District not in housing need.

THIRD SCHEDULE

THE COUNCILS COVENANTS

1. The Council covenants with the Owner to use all sums received pursuant to this Deed for the purposes specified in this Deed
2. The Council covenants with the Owner that it will return to the payee such amount of the Off-Site Open Space Contribution made by the Owner to the Council under this Deed which has not been expended in accordance with the provisions of this Deed within 5 years from the date of the completion of the Development or the date of