


In the Royal Court of Jersey

Samedi Division

In the year two thousand and twenty-four, the twenty-third day of October.

Before the Judicial Greffier.

Upon the application of His Majesty's Attorney General, IT IS ORDERED that the Planning Obligation Agreement between The Chief Officer for the Environment, Eastleigh Development Limited and Penventon Limited in relation to Fields 655 and 656, La Route de Beaumont, St Peter, be registered in the Public Registry of this Island.


Greffier Substitute

LOD

Reg. Pub.

**Planning Obligation Agreement under Article 25 of the Planning and Building (Jersey)
Law 2002 (as amended)**

relating to the development of Fields 655 and 656, La Route de Beaumont, St Peter

Dated:

23 October 2024

The Chief Officer for the Environment (1)

Eastleigh Development Limited (2)

Penventon Limited (3)

DATE

23

October 2024

PARTIES

- (1) **The Chief Officer for the Environment** of PO Box 228, St Helier, Jersey JE4 9SS ("**the Chief Officer**"); and
- (2) **Eastleigh Development Limited** a limited liability company incorporated in Jersey with registration number 150263 whose registered office is at Kensington Chambers, 46/50 Kensington Place, St Helier, Jersey, JE1 1ET ("**the Owner**"); and
- (3) **Penventon Limited**, a limited liability company incorporated in Jersey with registration number 86467 whose registered office is at PO Box 771, Ground Floor, Colomberie Close, St. Helier, JE4 0RX, Jersey ("**the Hypothecary Creditor**")

RECITALS

- 1 The Owner warrants that it is the owner in perpetuity (*à fin d'héritage*) of the Site to which it has right by contract of hereditary purchase passed before the Royal Court on 19 January 2024 (Table 1526 and Page 1) from Penventon Limited ("**the Contract of Purchase**").
- 2 The Hypothecary Creditor has an interest in the Site by virtue of a simple conventional hypothec (*hypothèque conventionnelle simple*) in accordance with the Contract of Purchase.
- 3 The Application for planning permission for the Development has been submitted for and on behalf of the Owner.
- 4 Having regard to the purposes of the Law, the Island Plan 2022-2025 and all other material considerations the Chief Officer is minded to approve the grant of planning permission for the Development, subject to the prior completion of this Agreement.
- 5 The Site is zoned for the provision of affordable homes and must be delivered in accordance with Policy H5 and 'Development Briefs: Affordable Housing Sites SPG, 2023'.
- 6 The parties hereto have agreed to enter into this Agreement in order to secure the planning obligations contained herein.
- 7 The parties acknowledge that this Agreement is legally binding.
- 8 This Agreement shall be construed so as to give effect to the purpose and intention of the Law.

NOW THIS AGREEMENT WITNESSES AS FOLLOWS:

OPERATIVE PART**1 DEFINITIONS**

For the purposes of this Agreement the following expressions shall have the following meanings:

"Affordable Housing"		the Site is zoned for Affordable Housing and the Planning Permit grants approval for 42 Affordable Housing Units to be provided in accordance with Schedule Three;
"Affordable Housing Mix"		<p>a) 55%/23 Dwelling Units to be sold to Eligible Persons who are also First Time Buyers; and</p> <p>b) 45%/19 Dwelling Units to be transferred to an Approved AHP to be social rented accommodation or</p> <p>c) such other tenure mix as between Dwelling Units for sale to Eligible Persons who are also First Time Buyers and Dwelling Units to be transferred to an Approved AHP to be social rented accommodation as agreed to by the Minister for Housing in accordance with the Third schedule;</p>
"Affordable Housing Unit"		residential accommodation for renting or accommodation for purchase, by persons who would otherwise have financial difficulties renting or acquiring residential accommodation in the general market for residential accommodation prevailing in Jersey;
"Affordable Ownership Terms"		Provisions which are designed to ensure that the First Time Buyer Units are not sold for more than 70% of the Open Market First Time Buyer Value equivalent, and remain discounted and subject to restrictions to achieve that aim in perpetuity;
"Agreement"		this agreement including the recitals and schedules hereto;

"Application"	<p>the application for planning permission in respect of the Site and described as,</p> <p>"Construction of 42no. affordable houses (28 x 3 bed & 14 x 4 bed) utilising the existing entrance, parking, amenities and landscaping on the rezoned affordable housing site of St. Peter Fields P655 & P656. 3D MODEL INCLUDED. AMENDED PLANS: Revised site layout, housing mix (7 x 2 bed, 23 x 3 bed & 12 x 4 bed) and landscaping. AMENDED PLANS: Revised access layout."</p> <p>and given the reference P/2024/0413.</p>
"Approved AHP"	<p>means an approved affordable housing provider or providers in accordance with the provisions of <i>'Development Briefs: Affordable Housing Sites SPG, 2023'</i></p>
"Assisted Ownership Scheme"	<p>means a scheme for the provision of affordable housing by an Approved AHP in accordance with the provisions of <i>'Development Briefs: Affordable Housing Sites SPG, 2023'</i> to include:</p> <ul style="list-style-type: none"> a) the numbers, type and location on the site of the assisted purchase housing provision (with details of the same for Social Rent Homes) to be made; b) the timing of the construction of the assisted purchase housing and its phasing, relative to the provision of social rented homes; c) the arrangements for the transfer of the affordable housing to an approved affordable housing provider, Parish-led association or trust, as relevant; d) the arrangements to ensure that such assisted purchase housing provision is affordable for both first and subsequent occupiers of the affordable housing; and e) ensuring the occupancy and ownership is confined to persons satisfying the eligibility criteria of the Minister for Housing through the housing gateway f) Affordable Ownership Terms.

"Bus Service Enhancement Contribution"		a financial contribution of One Hundred and Nine Thousand Eight Hundred and Six Pounds and Thirty Pence (£109,806.30) sterling towards the upgrade to the no. 9 bus services in the vicinity of the Site;
"Chief Officer"		the person appointed from time to time as the chief executive officer (or equivalent) of the administration of the States responsible for planning and building in accordance with Article 1 of the Law;
"Commencement"		the date on which any operation forming part of the Development permitted by the Planning Permit or any subsequent planning permission for the Development begins to be carried out, and "Commence" and "Commenced" shall be construed accordingly;
"Development"		the development of the Site as set out in the Application;
"Dwelling Units"		a residential unit forming part of the development to be constructed pursuant to the Planning Permit;
"Eligible Persons"		shall mean persons who are: a) On the Affordable Housing Gateway register or referred to by the Minister for Housing from time to time in the discharge of that Minister's housing function; or b) Certified by the Minister for Housing at all times acting reasonably consistently with the discharge of their housing function as being eligible to purchase an Affordable Housing Unit;
"First Time Buyer"		means any person who either: a) i. Does not own, and has not previously owned, whether as sole owner or jointly or in common with any other

		<p>person or persons an immovable property either in their own name or as beneficial owners, shares in a company, ownership of which confers the right to occupy residential accommodation; and</p> <p>ii. Is neither married to or is buying as a co-owner with any person who does not fall within a)i. above.</p> <p>or</p> <p>b) Has been approved by the Minister for Housing as being a person who would be in need of assistance in order to acquire property and to whom consent should be granted to acquire a Dwelling Unit, notwithstanding the fact that they do not fall within (1) above, any refusal by the Minister for Housing to approve a person as being in need of assistance to acquire such property being subject to review by the Minister for the Environment, who shall have power to overrule the decision of the Minister for Housing</p>
"First Time Buyer Units"		<p>means:</p> <p>i) 23 of the 42 Dwelling Units to be constructed on the Site as part of the development, or such alternative number of Dwelling Units that may be agreed as part of the Affordable Housing Mix as defined; and</p> <p>ii) such Dwelling Units to be sold to an Eligible Person on Affordable Ownership Terms who is also a First Time Buyer;</p>
"First Time Buyer Unit Bond"		a bond in favour of the Approved AHP under which the sum secured under the bond for a First Time Buyer Unit is the difference between the First Time Buyer Unit Price Payable and the Open Market First Time Buyer Value;
"First Time Buyer Unit Price Payable"		Not more than 70% of the Open Market First Time Buyer Value;

"First Time Buyer Purchase"		a disposal whereby the Approved AHP cedes and transfers to an Eligible Person who is a First Time Buyer a First Time Buyer Unit for a consideration which after taking in to account the amount secured by a First Time Buyer Unit Bond in favour of the Approved AHP does not exceed the Open Market First Time Buyer Value and under which the Approved AHP retains the right to secure that the Eligible Person may only dispose of the First Time Buyer Unit to the Approved AHP or another Eligible Person who is also a First Time Buyer;
"GST"		goods and services tax under the Goods and Services Tax (Jersey) Law 2007;
"Index"		The all items Retail Prices Index for Jersey as issued from time to time by the Statistics Unit to the Government of Jersey;
"Interest"		Interest at three per cent (3%) above the base lending rate of the HSBC Bank Plc from time to time;
"Island Plan 2022-2025"		the States of Jersey Bridging Island Plan, 2022-2025 (as amended from time to time);
"Landscape and Ecology Management Plan"		a plan to include: <ul style="list-style-type: none"> a) overall vision for the landscape design; b) management responsibilities; c) landscape management operations; d) landscape maintenance details e) ecological monitoring
"Law"		the Planning and Building (Jersey) Law 2002;
"Management and Maintenance Plan"		a plan dealing with the management and maintenance of roads, footpaths, landscaping, shared open space, private open space in front of

		the Dwelling Units (the private open space as shown hatched on the drawing at the Fifth Schedule to this Agreement) and other communal areas.
"Occupation, Occupy and Occupied"		occupation for the purposes permitted by the Planning Permit 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;
"Open Market First Time Buyer Value"		<p>the amount reasonably expected to be realised on a sale in the First Time Buyer housing market for a Dwelling Unit on the Development assuming:</p> <ol style="list-style-type: none"> 1. a willing seller and a willing First Time Buyer transacting at arm's length; 2. that vacant possession is to be given; 3. that the Dwelling Unit is in good and substantial repair and condition, and <p>subject to a condition created in perpetuity that the Dwelling Unit should not be sold to or occupied by any person who was not a First Time Buyer;</p>
"Plan"		the plan of the Site attached at the First Schedule to this Agreement;
"Planning Permit"		the decision notice providing planning permission for the Development pursuant to the Application, a copy of which in draft is attached at the Second Schedule and references to "the Planning Permit" include, where the context permits, any variations to the said planning permission from time to time;
"Redemption Monies"		Any money received as the result of the redemption or reduction of monies secured under a First Time Buyer Unit Bond
"Royal Court"		the Royal Court of the Island of Jersey;
"Site"		the property of the Owner known as Fields 655 and 656, La Route de Beaumont, St Peter, as shown

		hatched black for the purpose of identification only on the Plan;
"Social Rent Homes"		means homes (i) to be provided for rent at a maximum cost of 80% of the equivalent open-market rental fee, (ii) managed by a Government of Jersey approved affordable housing provider or Parish Housing Association and (iii) only let to Eligible Persons;
"Valuer"		means a Member or Fellow of the Royal Institution of Chartered Surveyors appointed and acting in an independent capacity;
"Walking, Cycling and Bus Shelter Contribution"		<p>a financial contribution of Seventy Nine Thousand Five Hundred and Thirty Seven Pounds and Eight Pence (£79,537.08) sterling towards walking, cycling and bus <i>shelter measures for in and around</i> the area delineated in plan reference: St. Peter's Village-01:</p> <ul style="list-style-type: none"> • Upgrading existing footways or providing new footpaths within the St. Peter's Village conurbation, as depicted in plan reference: St. Peter's Village-01. • Enhancing cycling infrastructure, including improvements to cycle tracks/ ways within the aforementioned area, as illustrated in plan reference: St. Peter's Village-01. • Constructing and installing a bus shelter in a suitable location within the St. Peter's Village conurbation, as indicated in plan reference: St. Peter's Village-01.
"Works"		all those construction and other works, operations and processes and the provision of all fixtures and fittings and equipment necessary to complete each Affordable Housing Unit in accordance with plans approved and building permits issued by the Minister.

2 CONSTRUCTION OF THIS AGREEMENT

- 2.1 Where in this Agreement reference is made to any clause, paragraph or Schedule or recital such reference (unless the context otherwise requires) is a reference to a clause, paragraph or schedule or recital in this Agreement.
- 2.2 Words importing the singular meaning where the context so admits include the plural meaning and vice versa.
- 2.3 Words of the one gender include all genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeably in that manner.
- 2.4 Wherever there is more than one person named as a party and where more than one party undertakes an obligation all their obligations can be enforced against all of them jointly and against each individually unless there is an express provision otherwise.
- 2.5 Any reference to a law of the States of Jersey shall include any modification, extension or re-enactment of that law for the time being in force and shall include all instruments, orders, plans, regulations, permissions and directions for the time being made, issued or given under that law or deriving validity from it.
- 2.6 References to any party to this Agreement shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Chief Officer the successor to his statutory functions.
- 2.7 This Agreement shall be construed so as to give effect to the purpose of the Law.

3 LEGAL BASIS

- 3.1 This Agreement is made pursuant to Article 25 of the Law.
- 3.2 The covenants, restrictions and requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Article 25 of the Law and are enforceable by the Chief Officer against the Owner.

4 CONDITIONALITY

This Agreement is conditional and shall come into effect upon:

- (i) the grant of the Planning Permit; and
- (ii) Commencement of the Development by the implementation of the Planning Permit

save for the provisions of Clauses 10 (change in ownership) 13 (dispute resolution) which shall come into effect immediately upon the date on which this Agreement has been recorded as registered in the Royal Court as evidenced by an Act of the Royal Court.

5 THE OWNER'S COVENANTS

The Owner covenants and agrees with the Chief Officer as set out in the Third Schedule so that this Agreement shall be enforceable without limit of time against the Owner and any person claiming or deriving title through or under the Owner to the Site or any part or parts thereof.

6 CHIEF OFFICER'S COVENANTS

The Chief Officer covenants with the Owner as set out in the Fourth Schedule.

7 PUBLIC REGISTRY OF CONTRACTS

The Chief Officer shall as soon as practicable apply to the Royal Court for an order that this Agreement be registered in the Public Registry of Contracts.

8 MISCELLANEOUS

- 8.1 Where the agreement, approval, consent or expression of satisfaction is required by the Owner from the Chief Officer under the terms of this Agreement such agreement, approval or consent or expression of satisfaction shall not be unreasonably withheld or delayed and any such agreement, consent, approval or expression of satisfaction may be given on behalf of the Chief Officer by the Head of Development and Land and notice or communication to the Chief Officer pursuant to the provisions of this Agreement shall be deemed to have been properly served if sent by ordinary post or hand delivered and (in both cases) addressed to the Head of Development and Land at Infrastructure and Environment Department, PO Box 228, St Helier, JE4 9SS or as otherwise notified for the purpose by notice in writing.
- 8.2 Any notices to the Owner shall be deemed to have been properly served if sent by ordinary post to and addressed to the Owner at the address referred to above or sent by e-mail to the Owner's e-mail address as stated on the signature page or as otherwise notified for the purpose by notice in writing.
- 8.3 Insofar as any clause or clauses of this Agreement are found (for whatever reason) to be invalid illegal or unenforceable then such invalidity illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Agreement.
- 8.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with) if the Planning Permit shall be quashed, cancelled, revoked or otherwise withdrawn or (without the consent of the Owner) it is modified (other than by process under Article 10 of the Law) by any statutory procedure or expires prior to the Commencement of Development.
- 8.5 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after it shall have parted with its interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 8.6 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permit) granted (whether or not on appeal) after the date of this Agreement.
- 8.7 Except in so far as legally or equitably permitted this Agreement shall not prejudice or fetter or affect any statutory power discretion or duty of the Chief Officer and without prejudice to the generality of the foregoing it is agreed between the parties hereto that any benefit or power conferred on the Chief Officer by any of the obligations or covenants by the Owner in favour of the Chief Officer under this Agreement are in addition to any of the Chief Officer's statutory powers under the Law.

- 8.8 Nothing contained herein shall be construed as obviating the need for the Owner to obtain or acquire from any third party with respect to the Development or its use any consents permits authorisations rights interests in land or servitudes.
- 8.9 Nothing in this Agreement shall be construed or interpreted in such a way or inference to be drawn so as to place or create a duty of care upon the Chief Officer as a result of the Chief Officer agreeing to accept the covenants agreements and undertakings on the part of the Owner as contained herein.
- 8.10 The Owner shall not be entitled to any costs or compensation as a result of the making of this Agreement and the obligations contained herein.
- 8.11 All communications and notices served or made under this Agreement shall be in writing.

9 WAIVER

No waiver (whether expressed or implied) by the Chief Officer of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Chief Officer from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

10 CHANGE IN OWNERSHIP

The Owner agrees with the Chief Officer to give the Chief Officer written notice (as soon as reasonably practical following such change) of any change in ownership of its interest in the Site occurring before all the obligations under this Agreement have been discharged.

11 INDEXATION

Any sum referred to in the Third Schedule shall be increased by an amount equivalent to the increase in the Index from (a) the date on which the Planning Permit becomes capable of implementation following elapse of the statutory period for the making of a third party appeal without any such appeal having been made or, if applicable, the final determination of any third party appeal until (b) the date on which the sum is payable.

12 INTEREST

If any payment due under this Agreement is paid late, Interest will be payable from the date payment is due to the date of payment.

13 DISPUTE RESOLUTION

In the event that any dispute shall arise in respect of any provision of this Agreement it shall be referred if not resolved within seven (7) working days to the arbitration of an independent arbitrator under the provisions of the Arbitration (Jersey) Law 1998 such arbitrator to be named by the agreement of the parties to the dispute or in default of agreement by the President for the time being of the Royal Institution of Arbitrators upon the application of any party to the dispute.

14 GOODS AND SERVICES TAX

- 14.1 All *cause* given in accordance with the terms of this Agreement shall be exclusive of any GST properly payable in respect thereof.
- 14.2 If at any time GST is or becomes chargeable in respect of any supply made in accordance with the terms of this Agreement then to the extent that GST had not previously been charged in respect of that supply the person making the supply shall have the right to issue a GST invoice to the person to whom the supply was made and GST shall be paid accordingly.

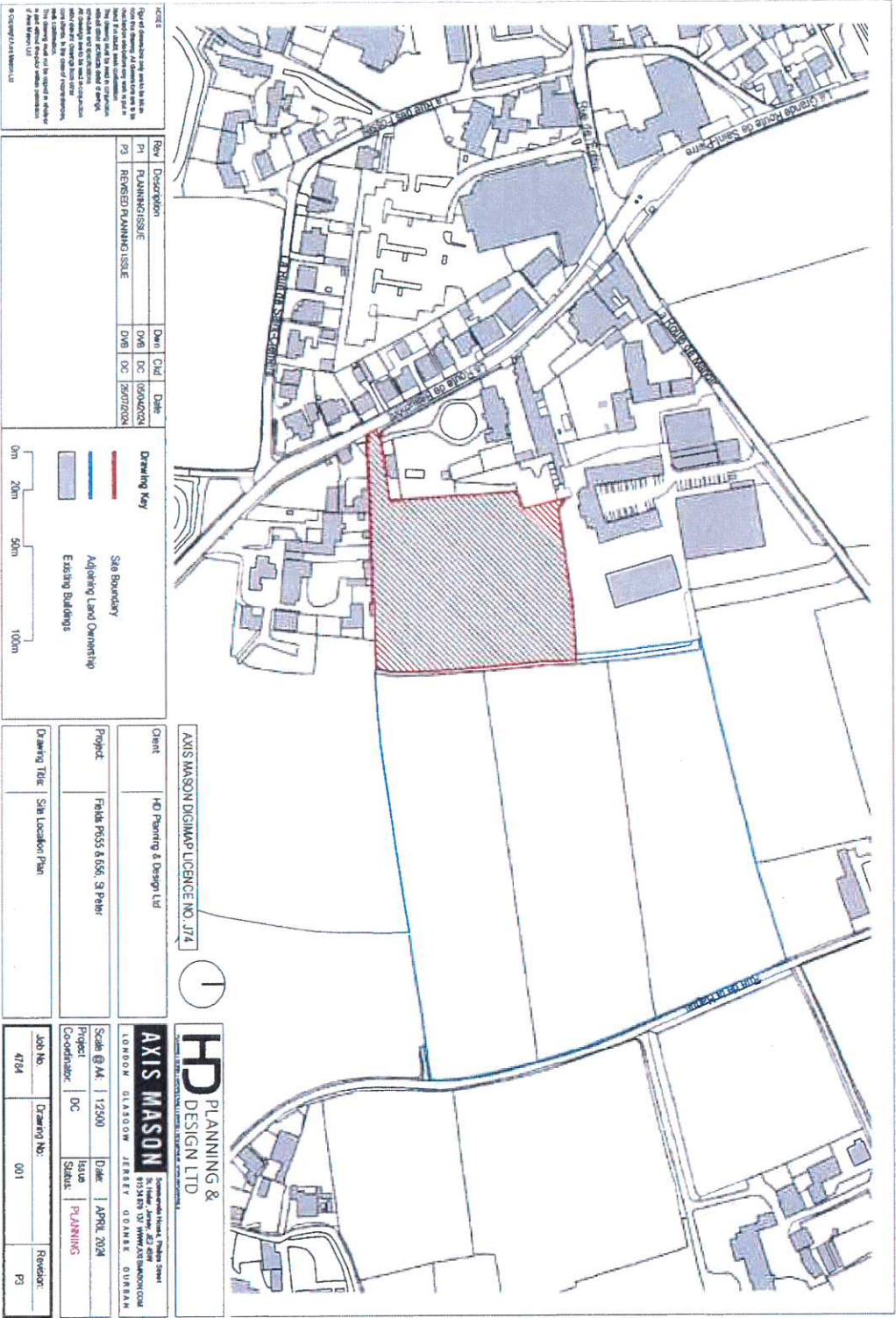
15 HYPOTHECARY CREDITOR'S CONSENT

The Hypothecary Creditor acknowledges and declares that this Agreement has been entered into by the Owner with its consent and that the Site shall be bound by the obligations contained in this Agreement and that the security of the Hypothecary Creditor over the Site shall take effect subject to this Agreement PROVIDED THAT the Hypothecary Creditor shall otherwise have no liability under this Agreement unless it takes possession of the Site in which case it too will be bound by the obligations as a consequence of deriving title from the Owner.

16 JURISDICTION

This Agreement and any dispute or claim arising out of or in connection with its subject matter or formation is governed by and interpreted in accordance with the law of the Island of Jersey and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Island of Jersey.

FIRST SCHEDULE
The Plan



SECOND SCHEDULE
The Draft Planning Permit

Decision Notice



PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0413

In accordance with Article 19(8) of the Planning and Building (Jersey) Law 2002, as representations were made in connection with this application, this decision shall not have effect during the period of 28 days immediately after the decision date.

This permission enures (unless otherwise stated) for the benefit of the land to which it relates and of each person for the time being having an estate or interest in that land.

This decision does not absolve the parties concerned from obtaining, nor does it overrule, any other permission that may be required under any other law. In addition, it does not overrule any private property rights, nor does it absolve the need to obtain the permission of the owner of the land to which this permission relates.

This is notification of the decision to **GRANT** permission to develop land under Article 19 of the Planning and Building (Jersey) Law 2002;

In respect of the following development:

Construction of 42no. affordable houses (28 x 3 bed & 14 x 4 bed) utilising the existing entrance, parking, amenities and landscaping on the rezoned affordable housing site of St. Peter Fields P655 & P656. 3D MODEL INCLUDED. AMENDED PLANS: Revised site layout, housing mix (7 x 2 bed, 23 x 3 bed & 12 x 4 bed) and landscaping. AMENDED PLANS: Revised access layout.

To be carried out at:

St. Peter Fields P655 & P656, La Route de Beaumont, St. Peter, JE3 7BQ.

Planning permission granted subject to a Planning Obligation Agreement, dated **XXXX**.

Reason for Approval: Permission has been granted having taken into account the relevant policies of the Bridging Island Plan, together with other relevant policies and all other material considerations, including the consultations and representations received.

The application proposals will deliver an affordable housing scheme comprising 42 homes, broadly in line with the policy requirements of the Bridging Island Plan (2022) and relevant supplementary planning guidance, including the requirements of the Development Briefs: Affordable Housing Sites SPG, 2023.

The mix and density of housing is considered appropriate and is met with support from the Strategic Housing Unit. The level of car parking is in

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0413

accordance with the Residential Parking Standards SPG (2023). The public need for affordable housing outweighs the concerns raised in respect of the historic environment.

Informatives:

- I. Attention is drawn to the consultation responses from Jersey Fire & Rescue, dated 16 May 2024 and 8 August 2024. Should revisions to the layout or scheme be required, in order to comply with Building Bye-Laws requirements, this may require a new planning application for the scheme.
- II. A Landscape Officer may arrange admittance to the site at any point during the development to inspect tree and soil protection measures.
- III. A dedicated vehicular agricultural access into Fields P626, P627 and P627A shall be maintained.

This permission is granted subject to compliance with the following conditions and approved plans:

- A. The development shall commence within three years of the decision date.
Reason: The development to which this permission relates will need to be reconsidered in light of any material change in circumstance.
- B. The development hereby approved shall be carried out entirely in accordance with the plans, drawings, written details and documents which form part of this permission.
Reason: To ensure that the development is carried out and completed in accordance with the details approved.

Conditions:

1. The foul sewage flows from the proposed development shall not be discharged into the public foul sewer network until I&E Drainage's associated downstream storage and attenuation tank is complete and commissioned, or I&E Drainage have given written confirmation that a network connection is agreed
2. No part of the development hereby approved shall be occupied until the vehicular manoeuvring area and respective car parking spaces have been laid out, surfaced and drained as indicated on the approved plans. The car parking spaces shall thereafter be retained solely for the use of occupants of the development and shall not be sub-let for any other purpose.

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0413

3. Prior to the development being brought into first use, visibility splays shall be laid out and constructed in accordance with the approved plans. The visibility splays shall then be retained thereafter and no visual obstruction of any kind over the height of 600mm for pedestrians and 900mm for vehicles shall be erected within them.
4. No part of the development hereby approved shall be occupied until the cycle parking facilities as indicated on the approved plans have been wholly constructed in accordance with the approved plans.
5. Prior to first occupation, the installation of ducting suitable for accommodating electrical cables for charging electric vehicles from the dedicated communal car charging electrical supply, for each numbered parking space, shall be completed.
6. Prior to the commencement of development, a phasing plan shall be submitted to and approved in writing by the Chief Officer. The Phasing Plan shall include details of the proposed works within each phase of the development. The development shall only be implemented in accordance with the approved Phasing Plan. This Phasing Plan shall not be amended without the written consent of the Local Planning Authority.
7. No demolition or construction work, including the operation of mobile plant and machinery, in connection with this permission shall take place except between the hours of:
8.00am to 6.00pm Monday to Friday and
8.00am to 1.00pm Saturday
There shall be no working on Sundays or Bank/Public Holidays.
8. No part of the development hereby permitted shall be begun until a Construction Environmental Management Plan has been submitted to and approved by the Chief Officer. The Construction Environmental Management Plan shall be thereafter implemented in full until the completion of the development and any variations agreed in writing by the Chief Officer prior to such work commencing. The Plan shall secure an implementation programme of mitigation measures to minimise the adverse effects of the proposal on the environment, and shall include but not be limited to:
 - a. A demonstration of compliance with best practice in controlling, monitoring, recording and reporting on any emissions to the environment (such as noise and vibration, air, land and water pollution);
 - b. Details of a publicised complaints procedure, including office hours and out of hours contact numbers;
 - c. Details of any proposed crushing/ sorting of waste material on site;

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PLANNING AND BUILDING (JERSEY) LAW 2002

Planning Application Number P/2024/0413

- d. Specified hours of working;
 - e. Duration of the works;
 - f. Programme;
 - g. Roles and responsibilities;
 - h. Communications;
 - i. Operational control;
 - j. Traffic Management including pedestrian walkway management;
 - k. Emergency preparedness and response - Fuel, oil or chemical spills, incident investigation/reporting;
 - l. Liaison with neighbours and businesses (including radius of the area for letter drop), and
 - m. Delivery vehicle type, size, frequency (estimated at the early stage).
9. No works or development shall take place until an Arboricultural Method Statement and Tree Protection Plan specific to this scheme has been submitted and approved in writing by the Chief Officer. The Tree Protection Plan and Arboricultural Method Statement shall be written in accordance with, and address sections 5.5, 6.1, 6.2, 6.3 and 7 of British Standard 5837:2012 Trees in relation to design, demolition and construction - recommendations.
- Nothing shall be stored or placed in any fenced area (construction exclusion zone) in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the prior written approval by the Chief Officer.
- Thereafter the works shall be carried out in accordance with the approved details until completion of the development.
10. Prior to commencement of the development a Soil Management Plan (SMP) shall be submitted to and approved in writing by the Chief Officer. The SMP must include:
- a. Site drawings showing topsoil and subsoil types, and the areas to be stripped during the construction phase and areas where any soils are left in-situ;
 - b. A strategy for management of topsoil; methods for stripping, stockpiling, resspreading, and ameliorating the soils, to avoid deterioration of soil quality, loss or contamination;
 - c. Site drawings showing the location and type of soil stockpiles (phased to reflect the construction programme as required);
 - d. Schedules of volumes for each soil type;
 - e. Expected after-use for each soil type, whether topsoil is to be used onsite, or used or sold off site; and
 - f. Identification of person responsible for supervising soil management.

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Planning Application Number P/2024/0413

Thereafter the works shall be carried out in accordance with the details and measures approved in the SMP unless written consent of the Chief Officer is received for any variation.

11. Prior to commencement of the development superstructures, a detailed scheme of soft landscaping shall be submitted to and approved in writing by the Chief Officer. Details shall include: i) the position of all new planting, the species of plant(s)/tree(s), their size, number, spacing and means of support ii) tree pit specifications and details drawn in plan and cross section designed according to species and setting, to include urban engineered pits within paved zones and a specification for tree root barriers and/or protection of infrastructure in roadside settings iii) seeding / turfing specifications iv) topsoil specifications and the depth afforded to each planting zone.
12. Prior to commencement of the development superstructures, a detailed scheme of hard landscaping shall be submitted to and approved in writing by the Chief Officer. Details shall include: i) external surfacing, kerb and edging specifications with proposed materials, colours and laying patterns ii) wall and fence types, their height, finish and construction iii) external finished ground and paving levels iv) gate specifications v) specification and layout of play equipment including associated fall zones vii) details of outdoor structures, pergola and furniture across communal areas.
13. No part of the development shall be occupied until both soft and hard landscaping finishes, fixtures and construction details are fully installed, in accordance with all information and drawings submitted to discharge Conditions 11 and 12. The landscape shall be maintained in accordance with an approved Landscape Management Plan.
14. No part of the development hereby permitted shall be begun until an Ecological Impact Assessment of the site has been completed, and a report on the findings, together with appropriate mitigation measures, has been submitted to and approved in writing by the Chief Officer. Any approved mitigation measures shall be fully implemented prior to the commencement of development, continued throughout the phases of development and thereafter retained as such. Any variations that may be required as a result of findings on site are to be agreed in writing by the Chief Officer prior to works being undertaken.
15. The development shall be carried out strictly in accordance with SK001 - External Lighting Proposals Rev P3 and thereafter retained as such.
16. Prior to the commencement of each phase of the development, details of the methods to reduce, recycle and re-use construction waste, shall be submitted to and approved in writing by the Chief Officer. The details

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shall be set out in a Site Waste Management Plan which shall assess, quantify and propose a method for each material identified. It will also include any proposed temporary stockpiling, the location of disposal sites, details of waste transfer vehicle sites, frequency and timing of trips and routes to and from disposal sites. Thereafter, the Site Waste Management Plan shall be maintained as a living document and waste management shall be implemented in full accordance with the approved Waste Management Strategy. Any variations shall be agreed to in writing by the Chief Officer prior to the commencement of such work.

17. Any plant, machinery or other equipment used on the site shall be installed and operated in such a way that the noise generated from the site shall be at least 5dBA below background noise levels, when measured in accordance with BS4142:2014. All agreed noise measures and performance levels shall be retained and maintained thereafter.
18. Prior to the first occupation of the development hereby approved, the Percentage for Art contribution shall be delivered on site and retained as such, in accordance with the details submitted in the approved Percentage for Art Statement.
19. Prior to their first use on site, samples of all external materials to be used (including any hard landscaping materials) shall be submitted to and approved in writing by the Chief Officer. The approved materials shall be implemented in full and thereafter retained as such.
20. The use of wooden machined, close-boarded fencing will not be allowed on any external boundary of the site, unless otherwise agreed in writing by the Chief Officer.
21. Notwithstanding the provisions of the Planning and Building (General Development) (Jersey) Order 2011, or any amendment to or replacement of that order, no works involving the erection of a building, extension, structure, gate, wall, fence or other means of enclosure, tank, conversion of garages or lofts, the creation of any new openings in the external fabric of the building (or the replacement of any windows with doors or vice versa), or the introduction of any hard standing to any ground surface, nor the installation of any lighting (other than those shown on the drawings approved with this permission) is permitted without the prior written approval of the Chief Officer.

Reasons:

1. To safeguard the island's water resources, in order to comply with Policy WER7 of the Bridging Island Plan 2022.
2. To ensure that the development provides adequate provision for off-street parking, manoeuvring for users of the site and in the interests of

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safe and inclusive travel, in accordance with policies TT1 and TT4 of the Bridging Island Plan 2022.

3. In the interests of safe and inclusive travel, in accordance with policies GD1 and TT1 of the Bridging Island Plan 2022.
4. To develop a culture of cycle travel, and encourage sustainable travel, in accordance with policies SP1 and TT1 of the Bridging Island Plan 2022.
5. In the interests of safe and inclusive travel, in accordance with policy TT2 of the Bridging Island Plan 2022.
6. To ensure that the development does not have an unacceptable impact on protected species in accordance with the requirements of policies SP5 and NE1 of the Bridging Island Plan 2022.
7. To safeguard the amenities of neighbouring uses in accordance with policy GD1 of the Bridging Island Plan 2022.
8. To ensure the development does not have an adverse impact on public health or the wider environment, in accordance with policies GD1 and ME3 of the Adopted Bridging Island Plan 2022.
9. To protect trees which contribute to the visual amenities of the site and surrounding area, in accordance with Policies NE1 and NE2 of the Bridging Island Plan 2022.
10. To minimise waste and prioritise the sustainable reuse of materials, in accordance with Policy WER1 of the Bridging Island Plan 2022.
11. To ensure satisfactory landscaping of the site in the interests of biodiversity and visual amenity, in accordance with Policies SP3, GD6, NE1, NE2 and NE3 of the adopted Bridging Island Plan 2022.
12. To ensure a form of development that maintains and contributes positively to landscape character and amenity, in accordance with Policies SP4 and GD6 of the Bridging Island Plan 2022.
13. To ensure satisfactory landscaping of the site in the interests of biodiversity and visual amenity, in accordance with Policies SP3, GD6, NE1, NE2 and NE3 of the Bridging Island Plan 2022.
14. To ensure the protection of all protected species in accordance with the requirements of policies SP5 and NE1 of the adopted Bridging Island Plan 2022.

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15. To ensure the protection of all protected species in accordance with the requirements of policies SP5 and NE1 of the adopted Bridging Island Plan 2022.
16. To ensure that waste construction and demolition materials are minimised wherever possible, and where they do arise, that they are re-used and recycled, so that the amount of waste to be transported is minimised, in accordance with policy WER1 of the Bridging Island Plan 2022.
17. To protect the amenities of occupiers of neighbouring properties, in accordance with policy GD1 of the Bridging Island Plan 2022.
18. To ensure compliance with policy GD10 of the Bridging Island Plan 2022.
19. To promote good design and to protect the character and identity of the existing area in accordance with policy GD6 of the Bridging Island Plan 2022.
20. To promote good design and to protect the character and identity of the existing area in accordance with policy GD6 of the Bridging Island Plan 2022.
21. The Chief Officer considers that the countryside location of the site, requires additional controls to safeguard the character and visual amenities of the area and to ensure that adequate private amenity space is retained within the curtilage of the dwellings in accordance with policies GD1 and GD6 of the Bridging Island Plan 2022.

FOR YOUR INFORMATION

The approved plans can be viewed on the Planning Register at www.gov.je/planning

The following plans have been approved:

1. 001 P3 Site Location Plan-240726
2. 130 P3 Typical Unit Types-2 Bed 3 Person Unit-240726
3. 131 P3 Typical Unit Types-3 Bed 5 Person Unit-240726
4. 132 P3 Typical Unit Types-4 Bed 5 Person Unit-240726
5. 140 P3 Proposed Cluster Plans & Section-Cluster 01-240726
6. 141 P3 Proposed Cluster Plans & Section-Cluster 02-240726
7. 142 P3 Proposed Cluster Plans & Section-Cluster 03-240726
8. 143 P3 Proposed Cluster Plans & Section-Cluster 04-240726
9. 144 P3 Proposed Cluster Plans & Section-Cluster 05-240726
10. 145 P3 Proposed Cluster Plans & Section-Cluster 06-240726
11. 146 P3 Proposed Cluster Plans & Section-Cluster 07-240726

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12. 147 P3 Proposed Cluster Plans & Section-Cluster 08-240726
13. 148 P3 Proposed Cluster Plans & Section-Cluster 09-240726
14. 149 P3 Proposed Cluster Plans & Section-Cluster 10-240726
15. 150 P3 Proposed Cluster Plans & Section-Cluster 11-240726
16. 151 P3 Proposed Cluster Plans & Section-Cluster 12-240726
17. 160 P3 Proposed Cluster Elevations-Cluster 01-240726
18. 161 P3 Proposed Cluster Elevations-Cluster 02-240726
19. 162 P3 Proposed Cluster Elevations-Cluster 03-240726
20. 163 P3 Proposed Cluster Elevations-Cluster 04-240726
21. 164 P4 Proposed Cluster Elevations-Cluster 05-240827
22. 165 P3 Proposed Cluster Elevations-Cluster 06-240726
23. 166 P4 Proposed Cluster Elevations-Cluster 07-240827
24. 167 P3 Proposed Cluster Elevations-Cluster 08-240726
25. 168 P3 Proposed Cluster Elevations-Cluster 09-240726
26. 169 P3 Proposed Cluster Elevations-Cluster 10-240726
27. 170 P3 Proposed Cluster Elevations-Cluster 11-240726
28. 171 P3 Proposed Cluster Elevations-Cluster 12-240726
29. 200 P3 Existing & Proposed Contextual Elevation 01-240726
30. 300 P3 Proposed Site Sections 01 & 02-2407260
31. 301 Existing & Proposed Site Section 03 & 04
32. 302 P3 Proposed Site Sections 05 & 06-240726
33. 310 P3 Proposed Boundary Sections-240726
34. 4784 050 P6 Proposed Site Plan-240916
35. 4784 050 P6 Proposed Site Plan-240916 (Vehicle Tracking)
36. 4784 051 P6 Proposed Site Entrance-240916
37. 4784 051 P6 Proposed Site Entrance-240916 (Vehicle Tracking)
38. 4784 100 P6 Proposed GA Plans-Ground Floor-Level 00-240916
39. 4784 101 P6 Proposed GA Plans-First Floor-Level 01-240916
40. 4784 102 P6 Proposed GA Plans-Second Floor-Level 02-240916
41. 4784 103 P6 Proposed GA Plans-Roof Plan-240916
42. 4784 900 P6 Proposed Landscape Plan-240916
43. 4784 901 P6 Extended Landscape Plan-240916
44. 4784 902 P6 Ecological Enhancements-240916
45. 4784 Schedule of Accommodation_Rev06-240916
46. A024 ST PETERS - CDEMP & AIR QUALITY REV P3
47. A024-SK001-P3 ST PETER EXTERNAL LIGHTING PLAN
48. St Peters - Percentage for Art Statement Rev P3
49. SUPPLY AND USE OF WATER STATEMENT REV P3

DECISION DATE:

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The development may also require building permission, for which a separate application will need to be made. You can find out if building permission is required on our website www.gov.je/planningbuilding

The approved plans and any conditions attached to the decision are important and should be complied with. If there is any variation from the approved plans or the conditions you need to notify us immediately. Failure to comply with the approved plans or conditions may result in enforcement action.

If you are unhappy with a condition attached to this permission, you may request a review or make an appeal. You can find out how to do this on our website www.gov.je/planning

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THIRD SCHEDULE

The Owner's Covenants with the Chief Officer

The Owner covenants, agrees and undertakes:

PART I – GENERAL OBLIGATIONS

COMMENCEMENT

- 1 Not to Commence the Development until the Owner has given to the Chief Officer not less than seven (7) days' notice in writing of its intention so to do.

BUS SERVICE ENHANCEMENT CONTRIBUTION

2. To pay to the Treasurer of the States the Bus Service Enhancement Contribution prior to the first Occupation of the Development.
3. Not to Occupy the Development until the Bus Service Enhancement Contribution shall have been paid to the Treasurer of the States.

WALKING, CYCLING AND BUS SHELTER CONTRIBUTION

4. To pay to the Treasurer of the States the Walking, Cycling and Bus Shelter Contribution prior to first Occupation of the Development.
5. Not to Occupy the Development until the Walking, Cycling and Bus Shelter Contribution shall have been paid to the Treasurer of the States.

LANDSCAPE AND ECOLOGY MANAGEMENT PLAN

6. Not to Commence the Development until a Landscape and Ecology Management Plan has been submitted to and approved in writing by the Chief Officer, and thereafter to implement the approved plan and maintain it as a live document for the lifetime of the Development to address and enable landscape operations to be undertaken during construction, and onwards upon completion and in perpetuity. Distinction shall be made between the public realm, the site boundaries and the maintenance requirements for private front gardens. The Landscape and Ecology Management Plan shall encompass:
 - a. Overall vision for the landscape design
 - i. Aims and objectives for each hard/soft landscape component
 - b. Management responsibilities
 - i. Who will undertake the works
 - c. Landscape management operations

- i. Schedule of operations over a minimum 10 year period
- d. Landscape maintenance details
 - i. Standards of workmanship and maintenance details for each hard/soft landscape component
 - ii. Monitoring schedule
 - iii. Provision for replacement should components in the hard or soft landscape fail, or fault occur, for a minimum period of 10 years.
- e. Management of artificial lighting
 - i. Monitoring schedule to ensure that future illumination levels do not increase above agreed base level at the end of the construction phase.

The Landscape and Ecology Management Plan shall always have appended the latest approved landscape plan drawing conveying landscape finishes and design layout. The drawing will further delineate areas of ownership, and maintenance responsibility. Additional plan drawings should be appended if required to outline works that will be phased.

Installation of the approved planting enhancements shown in the Application to the northern, eastern and southern boundaries to be completed during the first possible planting season and protected, as approved, by a post and rail fence to allow planting establishment ahead of occupation. Planting specifications and installation details for this element of the works must first be submitted and approved in writing by the Chief Officer.

MANAGEMENT AND MAINTENANCE PLAN

7. Not to Commence the Development until a Management and Maintenance Plan has been submitted to and approved in writing by the Chief Officer, to include a resident's forum to ensure the long-term sustainability of communal services, areas and spaces.

PART II - AFFORDABLE HOUSING PROVISIONS

AFFORDABLE HOUSING UNITS

1. All 42 Dwelling Units shall be an Affordable Housing Units of which:
 - a) 55%/23 Dwelling Units to be sold to Eligible Persons who are also First Time Buyers; and
 - b) 45%/19 Dwelling Units to be transferred to an Approved AHP to be social rented accommodation; or
 - c) such other Affordable Housing Mix as agreed to by the Minister for Housing in accordance with this Third Schedule

and all Affordable Housing Units shall remain and be used for Affordable Housing in perpetuity as required by this Third Schedule.

2. Not to Commence the Development until such time as the details of the Approved AHP have been submitted to and agreed to by the Chief Officer.
3. Before or upon practical completion of the Works to transfer the Affordable Housing Units (whether individually or en bloc and by means of a contract of hereditary sale passed before the Royal Court) to the Approved AHP on terms that are approved by the Chief Officer and accord with the Minister for Housing 's requirements for the provision of Affordable Housing such that:
 - a) 23 Dwelling Units may thereafter be sold by the Approved AHP to Eligible Persons who are also First Time Buyers, and
 - b) 19 Dwelling Units to be transferred to an Approved AHP to be rented by the Approved AHP as social rented accommodation to Eligible Persons; or
 - c) such other Affordable Housing Mix as agreed to by the Minister for Housing in accordance with this Third Schedule.
4. The Affordable Housing Units may only be used or occupied by Eligible Persons and their family members.
5. None of the Affordable Housing Units shall be occupied otherwise than as the relevant occupier's sole permanent residence.
6. Of the Affordable Housing Units to be sold to First Time Buyers, they may only be sold or transferred to Eligible Persons provided that:
 - a) the sale is in accordance with an Assisted Ownership Scheme and on Assisted Ownership Terms as a First Time Buyer Purchase;
 - b) the purchase is by an Eligible Person who is a First Time Buyer;

- c) the conveyance of the First Time Buyer Unit includes a provision that the Dwelling Unit is sold subject to and with the benefit of this Agreement and the transferee acknowledges that they may not transfer alienate or otherwise dispose of the First Time Buyer Unit or any part of it other than in accordance with this Agreement so as to ensure that the Dwelling Unit is sold alienated or transferred to and Eligible Person subject to and with the benefit of an Assisted Ownership Scheme and on Assisted Ownership Terms and
 - d) the Affordable Housing Unit shall not be occupied other than as the purchaser's sole permanent residence.
- 7. No First Time Buyer Unit shall be alienated (whether on a first or any subsequent sale) unless and until the Minister for Housing has been provided with confirmation that the disposal is (i) to an Eligible Person who is also a First Time Buyer and (ii) in accordance with an Assisted Ownership Scheme on Assisted Ownership Terms

For the avoidance of doubt, any subsequent sale or alienation or disposal must be to an Eligible Person who is also a First Time Buyer.

ASSISTED OWNERSHIP SCHEME FOR AFFORDABLE HOUSING

- 8. Not to Commence the Development until an Assisted Ownership Scheme has been submitted to and approved in writing by the Chief Officer in consultation with the Minister for Housing.
- 9. Not to Commence Development prior to securing an Approved AHP such approval to be confirmed in writing by the Chief Officer in consultation with the Minister for Housing.
- 10. No Affordable Housing Unit shall be used or occupied other than in accordance with an Assisted Ownership Scheme.
- 11. The Approved AHP shall not use any Redemption Monies that it might receive other than for the purpose of securing providing and furthering the provision of Affordable Housing on the Site.

SOCIAL RENTED HOMES

- 12. No Social Rented Homes shall be provided or managed other than by an Approved AHP, and for the avoidance of doubt homes will be allocated to eligible persons through the affordable housing gateway in accordance with social rents policy as approved (for the time) of the States of Jersey which on the date hereof requires homes to be provided for rent at a maximum cost of 80% of the equivalent open-market rental.

AFFORDABLE HOUSING MIX

- 13. The Approved AHP may at any time seek agreement with the Minister for Housing to implement an alternative tenure split for the Affordable Housing Mix.

14. In the circumstances where the Minister for Housing is satisfied that there is a sufficient justification allowing for an alternative tenure split for the Affordable Housing Mix then the persons against whom this obligation (PART II of this Third Schedule) is enforceable shall enter into a modification of this Agreement in the form or substantially in the form of the draft annexed hereto and prepared by or on behalf of the Chief Officer under Article 25(12) so as to give effect to the alternative tenure split.

FOURTH SCHEDULE**Chief Officer's Covenants****Repayment of contributions**

- 1 The Chief Officer hereby covenants with the Owner to use or procure the use of all sums received by the Treasurer of the States from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid.
- 2 The Chief Officer covenants with the Owner that he will procure or arrange that Treasurer of the States will pay to the Owner such amount of any payment made by the Owner to the Treasurer of the States under this Agreement which has not been expended in accordance with the provisions of this Agreement or if this Agreement shall cease to have effect pursuant to Clause 8.4 or otherwise within five (5) years of the date of receipt by the Treasurer of the States of such payment.

Issue of Planning Permit

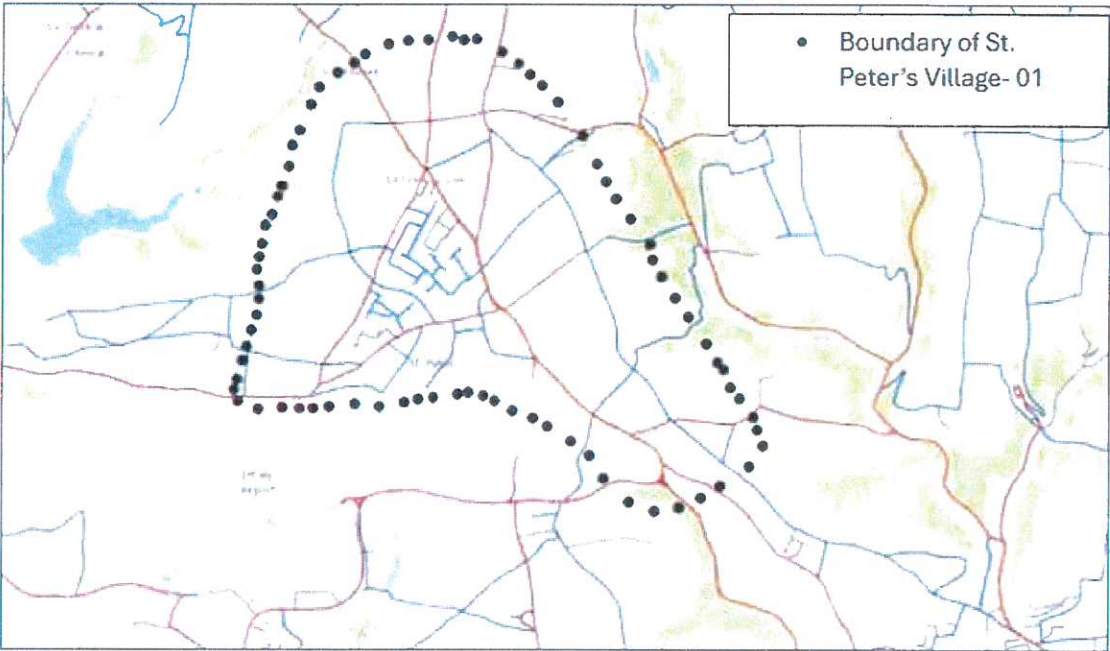
- 3 The Chief Officer covenants with the Owner to use reasonable endeavours to issue the Planning Permit as soon as practically possible after this Agreement is recorded as registered in the Royal Court as evidence by an Act of the said Court.

FIFTH SCHEDULE
Drawing showing private open space



St. Peter's Village-01 Plan

St Peters Village- 01



ANNEX OF DRAFT MODIFICATION

**Modification of a Planning Obligation Agreement under Article 25(12) of the Planning
and Building (Jersey) Law 2002 (as amended)**

relating to the development of Fields 655 and 656, La Route de Beaumont, St Peter

Dated:

□

The Chief Officer for the Environment (1)

□ (2)

DATE []

PARTIES

- (1) The Chief Officer for the Environment of PO Box 228, St Helier, Jersey JE4 9SS ("**the Chief Officer**");
- (2) [] ("**the Owner**")

2. INTERPRETATION

In this Agreement:-

- 2.1 Any reference to a party includes where the context so admits, that party's successors in title and assigns.
- 2.2 Words and expressions in this Agreement shall bear the same meaning as in the Original Agreement as modified unless the context otherwise requires.
- 2.3 The principles of interpretation and construction set out in clause 2 of the Original Agreement as modified shall apply to the provisions of this modification unless the context otherwise requires.
- 2.4 Save as aforesaid the expressions in the left hand column have the meanings attributed to them in the right hand column.

The Original Agreement	The Planning Obligation Agreement relating to the Site between the Chief Officer for the Environment and [] registered in the Public Registry on []

3. RECITALS

- 3.1 The Owner and the Minister for Housing have agreed to a revised tenure mix as as between Dwelling Units for sale to Eligible Persons who are also First Time Buyers and Dwelling Units to be transferred to an Approved AHP to be social rented

accommodation

3.2 The Owner is party to this modification as it is the person or persons against whom the planning obligations under the Original Agreement that are to be modified herein are enforceable.

3.2 The Chief Officer has agreed with the Owner that the Original Agreement may be modified as hereinafter appearing

4. THE MODIFICATION

The parties to this Agreement have agreed that the Original Agreement should be modified further in the manner detailed in the First Schedule

5 DECLARATION

Save as hereby modified the provisions of the Original Agreement shall remain in full force and effect and the terms of the Original Agreement are deemed to be re-stated herein in full and incorporated into this modification to the extent that they have not been modified by it.

FIRST SCHEDULE**Modification**

Third Schedule of the Original Agreement shall be modified as follows:

Substitute new definition for Affordable Housing Mix

"Affordable Housing Mix"		<p>a) [%]/[] Dwelling Units to be sold to Eligible Persons who are also First Time Buyers; and</p> <p>b) [%]/[] Dwelling Units to be transferred to an Approved AHP to be social rented accommodation or</p> <p>c) Such other tenure mix as between Dwelling Units for sale to Eligible Persons who are also First Time Buyers and Dwelling Units to be transferred to an Approved AHP to be social rented accommodation as agreed to by the Minister for Housing in accordance with the Third schedule;</p>

Substitute new definition for First Time Buyer Units

"First Time Buyer Units"		<p>means:</p> <p>i) [] of the 42 Dwelling Units to be constructed on the Site as part of the development; and</p> <p>ii) such Dwelling Units to be sold to an Eligible Person on Affordable Ownership Terms who is also a First Time Buyer; and</p> <p>iii) such Dwelling Units as shown coloured [●] on plan [●].</p>

Third Schedule Part II - AFFORDABLE HOUSING PROVISIONS**Substitute new paragraph 1 (a) and (b):**

1. All 42 Dwelling Units shall be an Affordable Housing Units of which:

- a) [%]/[] Dwelling Units to be sold to Eligible Persons who are also First Time Buyers; and
- b) [%]/[] Dwelling Units to be transferred to an Approved AHP to be social rented accommodation

Substitute new paragraph 3:

- 3 Before or upon practical completion of the Works to transfer the Affordable Housing Units (whether individually or en bloc and by means of a contract of hereditary sale passed before the Royal Court) to the Approved AHP on terms that are approved by the Chief Officer and accord with the Minister for Housing 's requirements for the provision of Affordable Housing such that:
 - a) [] Dwelling Units may thereafter be sold by the Approved AHP to Eligible Persons who are also First Time Buyers, and
 - b) [] Dwelling Units to be transferred to an Approved AHP to be rented by the Approved AHP as social rented accommodation to Eligible Persons.

Signed on behalf of the Chief Officer

by

in the presence of

.....

this day of []

Signed by []

.....

in the presence of

this day of []

Signed on behalf of the Chief Officer

by

KEVIN WHITEHEAD

in the presence of

CHRISTOPHER JONES

this 23 day of October 2024

Signed on behalf of the Owner

by

ADRIAN HUCKSON
DIRECTOR EASTLEIGH

in the presence of

ANTHONY QUINN

this 22 day of October 2024

Signed on behalf of the Hypothecary Creditor

ANTHONY QUINN

DIRECTOR - PENVENTON LIMITED

in the presence of

ADRIAN HUCKSON

this 22 day of October 2024