

In the Royal Court of Jersey

Samedi Division

In the year two thousand and eighteen, the second day of November.

Before the Judicial Greffier.

Upon the application of Her Majesty's Attorney General, IT IS ORDERED that the attached modification to the Planning Obligation Agreement between The Chief Officer for the Environment and The Jersey Homes Trust in relation to the De La Mare Nurseries Site, La Rue a Don, Grouville, be registered in the Public Registry of this Island.



Greffier Substitute

LOD

Reg. Pub.

**Modification of Planning Obligation Agreement under Article 25(12) of the
Planning and Building (Jersey) Law 2002 relating to:**

De la Mare Nurseries Site, La Rue a Don, Grouville JE3 9DX

Dated: *2nd* November 2018

The Chief Officer for the Environment (1)

The Jersey Homes Trust (2)

DATE

2nd November -

2018

1. PARTIES

- (1) The Chief Officer for the Environment of South Hill, St. Helier, Jersey, JE2 4US (the "**Chief Officer**");
- (2) The Jersey Homes Trust, 16 Dumaresq Street, St Helier, Jersey, JE2 3RL ("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 and in the case of the Chief Officer includes any person or body to whom the relevant functions of the Chief Officer may hereafter be validly transferred

2.2 Words and expressions in this Agreement shall bear the same meaning as in the De La Mare Agreement as modified unless the context otherwise requires.

2.3 Any principles of interpretation and construction set out in the De La Mare 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.

this Agreement	this modification pursuant to Article 25(12) of the Planning and Building (Jersey) Law 2002
the De La Mare	The Planning Obligation Agreement

8531321.1

Agreement	relating to De la Mare Nurseries Site, La Rue a Don, Grouville between the Chief Officer for the Environment, and Roy Norman Smith dated 11 August 2016 and which was registered in the Public Registry as appears by Act of Court on the 12 August 2016
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3. RECITALS

3.1 The Chief Officer has agreed with the Owner that the De La Mare Agreement may be modified as hereinafter appearing

3.2 Pursuant to Article 25(12) of the 2002 Law, the Owner is the person against whom the planning obligations under the De La Mare Agreement that are to be modified herein are enforceable.

4. THE MODIFICATION

4.1 The parties to this Agreement have agreed that the De La Mare Agreement should be modified in the manner detailed in the First Schedule

5. DECLARATION

5.1 Save as hereby modified the provisions of the De La Mare 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.

SCHEDULE
Modification

The De La Mare Agreement

For the purposes of those covenants set out in the De La Mare Agreement which remain to be performed and observed as at the date of this Agreement as follows:-

The following additional definition shall be included in Clause 1 of the De La Mare Agreement:

"Approved Chargee" means Skipton International Limited, HSBC Bank plc, Lloyds Bank International Limited, The Royal Bank of Scotland International Limited, Barclays Bank plc or any other similar financial institution regulated by the Jersey Financial Services Commission, the Guernsey Financial Services Commission, the Isle of Man Financial Supervision Commission or the Financial Services Authority of the United Kingdom providing monies as principal lender to an Eligible Persons as part of a purchase under an Assisted Ownership Scheme (or a subsequent re-finance of such purchase with an Approved Chargee)."

"First Time Buyer(s)" means

any person who:

either:

(1)

(i) Does not own, and has not previously owned, whether as sole owner or jointly or in common with any other person or persons:

(a) any immovable property

(b) either in his own name or as beneficial owner, shares in any company, ownership of which confers the right to occupy residential accommodation;

and

(ii) is neither married to, nor buying as co-owner with, any person who does not fall within (i) above;

or

(2) 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 or to occupy the residential accommodation as the case may be, notwithstanding the fact that he does not fall within (1) above any refusal by the Minister for Housing to approve a person as being in need of assistance to acquire or occupy property being subject to review by the Chief Officer, who shall have power to overrule the decision of the Minister for Housing;"

8531321.1

The Fourth Schedule to the De La Mare Agreement shall be modified so that paragraph 9 reads as:-

“The Assisted Ownership Units shall only be transferred (and thereafter transferred) to

9.1 an AHP as part of an Assisted Ownership Scheme for onward transfer to Eligible Persons on Assisted Ownership Terms, or

9.2 Eligible Persons on Assisted Ownership Terms.”

The Sixth Schedule to the De La Mare Agreement shall be modified so that the following new paragraph 5 is added:-

"5. Where an individual owner of an Assisted Ownership Unit becomes bankrupt as defined by Article 8 of the Interpretation (Jersey) Law 1954 the restrictions affecting that Assisted Ownership Unit (“the Relevant Unit”) shall not apply to any purchaser from the Viscount or an Approved Chargee of the Relevant Unit pursuant to a sale under a bankruptcy process arising from the bankruptcy of the individual owner of the Relevant Unit provided that the Relevant Unit is sold/transferred by the Viscount or Approved Chargee to a First Time Buyer and that all subsequent sales or transfers are to First Time Buyers."

Signed on behalf of the Chief Officer

by . 

PETER LE GRESLEY

in the presence of .   

CHRISTOPHER JONES

this 2nd day of November, 2018

Signed on behalf of the Jersey Homes Trust

by . 

MICHAEL VAN NESTE

in the presence of . 

this 2nd day of November, 2018