

Land off Damson Green/Baytree Lane, Middleton, M24 2UL
Substituted Affordable Housing Statement

1. Condition 3 of planning permission 24/00306/FUL requires that:

The development hereby approved shall be implemented in full accordance with the Affordable Housing Statement (Planning Application Statement of Support from First Choice Homes Oldham). The affordable homes shall be retained in such occupation thereafter.

2. This Affordable Housing Statement is to substitute and replace the 'Affordable Housing Statement (Planning Application Statement of Support from First Choice Homes Oldham)' referred to within condition 3 planning permission 24/00306/FUL.

3. **Definitions:**

Affordable Housing: means the use of the Units as affordable housing as defined in the National Planning Policy Framework 2024 at Annex 2 or such other replacement framework.

Affordable Rent: means a rent of no more than 80% of local market rent (including service charges, where applicable) or at rental levels that accord with any measure of rental affordability published from time to time by HM Government or Homes England (or any successor body responsible for affordable housing) or the Regulator of Social Housing.

Shared Ownership: means the purchase on a shared equity basis whereby not more than 75% and not less than 10% of the equity is initially sold to the purchaser with the flexibility to increase their degree of Ownership to 100% if they so wish.

Units: means the units constructed at Land off Damson Green/Baytree Lane, Middleton, M24 2UL pursuant to planning permission 24/00306/FUL as varied.

4. The Units will be owned and managed by First Choice Homes Oldham Limited ("FCHO") and subject to paragraph 6 below, FCHO will ensure the Units will be used as Affordable Housing.
5. Nothing in this Substitute Affordable Housing Statement shall prevent FCHO from altering the tenure (including by not limited to Affordable Rent to Shared Ownership in the event an occupier of an Affordable Rent unit exercises a right to shared ownership pursuant to the requirements of Capital Funding Guide PROVIDED THAT the Units are used as Affordable Housing, subject to the provisions of paragraph 6 below.
6. This Substitute Affordable Housing Statement shall not be binding or enforceable against:
- a) a mortgagee or charge (or any receiver, including an administrative receiver) or manager appointed by such mortgagee or charge or any person appointed under any security documentation to enable such mortgagee or charge to realise its security or any administrator (howsoever appointed) including a housing administrator (each a "Receiver") of the whole or any part of the Affordable Housing Units (the "Mortgagee") whether or not the Mortgagee has gone into possession of a property;
 - b) a tenant of who has exercised a statutory right to acquire or right to buy by way of a purchase grant or like scheme or any mortgagee or chargee of such tenant or any receiver appointed by such mortgagee or chargee (including administrative receivers);

- c) an occupier who has purchased 100% of the equity of a Shared Ownership unit following the exercise of staircasing rights or any mortgagee or chargee of such occupier or any receiver appointed by such mortgagee or chargee (including administrative receivers);
- d) any successors in title to the above at a), b) or c).