

Dated 30th July 2024 5



THE COUNCIL OF THE CITY OF MANCHESTER

- and -

TJ & ZJ AHMED PROPERTIES LTD

- and -

**IRE - EF III MOSS LANE TRUSTEE 1 LIMITED and IRE - EF III MOSS LANE
TRUSTEE 2 LIMITED as trustees of IRE - EF III MOSS LANE UNIT TRUST**

AGREEMENT

pursuant to Section 106 Town and Country Planning Act 1990
relating to land at 466 - 472 Moss Lane East
in the City of Manchester

City Solicitor
Manchester City Council
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA

L/SCC015/00935

THIS AGREEMENT is made the 30th day of July 2025

BETWEEN

(1) THE COUNCIL OF THE CITY OF MANCHESTER of Town Hall, Albert Square, Manchester ("the Council")

(2) TJ & ZJ AHMED PROPERTIES LTD (company registration number 11359767) whose registered office is at 17 Dolphin Street, Ardwick Green, Manchester, United Kingdom, M12 6BG (the "Owner" which expression shall include the successors in title and assigns of the Owner), and

(3) IRE - EF III MOSS LANE TRUSTEE 1 LIMITED (company registration number 154537) and **IRE - EF III MOSS LANE TRUSTEE 2 LIMITED** (company registration number 154538) as trustees of **IRE - EF III MOSS LANE UNIT TRUST** of 22 Grenville Street, St Helier, Jersey, JE4 8PX (the "Leaseholder" which expression shall include the successors in title and assigns of the Leaseholder)

WHEREAS

- A. The Council is the local planning authority for the purposes of the Act for the area in which the Site is situated and is minded to grant the Planning Permission subject to the completion of this Agreement.
- B. The Owner is the registered proprietor with title absolute of ^{the freehold of} the Site registered at the Land Registry under title numbers GM171106, LA5008, and LA132935.
- C. The Leaseholder is the leasehold owner of ~~an equitable estate~~ ^{registered} in the Site through a lease dated 24 June 2024 ^{that is pending registration} at Land Registry ^{with title absolute} and which ~~has been allocated the pending~~ ^{under} Title Number MAN442401.
- D. The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application.
- E. The Council has recognised the difficulty faced by lower income groups in Full Time Higher Education at a Manchester Higher Education Institution in sourcing affordable accommodation within the Administrative Boundaries of Manchester and the planning purpose of this Agreement is to provide Discounted Student Accommodation within the Administrative Boundaries of Manchester
- F. The Council is satisfied that the obligations in this Agreement are;

- a. necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations);
 - b. directly related to the Development; and
 - c. fairly and reasonably related in scale and kind to the Development, and in any event will secure other planning benefits.
- G. The Owners ^{have} ~~has~~ agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.

NOW THIS DEED WITNESSETH as follows:

1. In this Agreement unless the context otherwise requires the following words and expressions and phrases shall have the meanings hereby ascribed to them

"Act"	shall mean the Town and Country Planning Act 1990 (as amended)
"Academic Year"	shall mean the period during which a Manchester Higher Education Institution holds classes and examinations from time to time such period being 40 weeks at the date of this Agreement
"Administrative Boundaries of Manchester"	shall mean all the wards that together comprise the city of Manchester
"Agreement"	shall mean this agreement
"Application"	the application for planning permission received by the Council and given the reference 139659/JO/2024

“Architect”	means Stallan-Brand of 80 Nicholson Street, Glasgow G5 9ER
“Commencement of Development”	the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of the agreement be deemed not to be material operations and “Commence” , “Commencement” and “Commenced” shall be construed accordingly
“Completion of Construction”	the date upon which a valid certificate of completion shall have been issued in respect of the relevant number of Student Accommodation Units for the purposes of the Building Act 1984 and the Building Regulations 2010 or any amendment or replacement of the same and “Completed” and “Completion” shall be construed accordingly
“Construction Period”	means the period from the carrying out of the first material operation to the date of Practical Completion of the Development
“Core Strategy”	means the Manchester Core Strategy (adopted 11 th July 2012) which is the key document in the Council's Local Development Framework and

	details the Council's vision for the development of Manchester during the period 2012 to 2027;
"Development"	shall mean the development permitted by the Planning Permission being the variation of condition 3 (specified plans) attached to the First Planning Permission in order to facilitate internal and external design changes including to rooftop plant and machinery
"Discounted Student Accommodation"	means accommodation that is made available to Eligible Students at a rent level set in accordance with the Discounted Student Accommodation Statement
"Discounted Student Accommodation Unit"	means a Student Accommodation Unit that is also Discounted Student Accommodation and "Discounted Student Accommodation Units" shall be construed accordingly
"Discounted Student Accommodation Statement"	the written statement detailing the provision of the Discounted Student Accommodation at Schedule 5;
"Eligible Student"	means a student enrolled in a Full Time Higher Education Course at a Manchester Higher Education Institution in receipt of the full amount of Maintenance Loan or (in the event the Maintenance Loan ceases to be available) such other affordability criteria as the Council and the Owners agree;
"Expert"	a professional expert in town planning, who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten (10) years post-qualification experience;



" Owners"	shall mean the Owner and the Leaseholder
"First Development"	shall mean the development of the Site pursuant to the First Planning Permission substantially comprising the erection of a part nine, part eight, part seven storey building for use as purpose built student accommodation and the conversion of 466-468 Moss Lane East to purpose built student accommodation use with link, associated landscaping, access and cycle parking following the demolition of 470-472 Moss Lane East
"First Planning Permission"	shall mean full permission under the Act for the First Development granted under reference 135544/FO/2022 on 24 November 2023
"Full Time Higher Education Course"	means a full time course at level 4 or higher of the national qualification frameworks for England of a duration of at least 24 weeks in a single academic year running from 1 September to 31 August and consisting of 3 terms across 2 semesters;
"Interest"	interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time
"Legal Charge"	a registered charge registered against the titles comprising the Site dated 28 September 2018
"Local Development Framework"	means the development plan documents and supplementary planning documents setting out guidelines for spatial development in Manchester
"Local Plan"	includes the Core Strategy adopted by Manchester City Council on 11 July 2012, the extant Unitary Development Plan policies and all other relevant

	strategic planning documents adopted by Manchester City Council
"Maintenance Loan"	a means tested loan provided by the Government to students under the provisions of the Education (Student Support) Regulations 2011 to assist with living costs while studying and includes any successor loan scheme
"Management Fee"	shall mean 15% of the planning application fee which equates to £43.95 to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein
"Manchester Higher Education Institution"	means a university or college or equivalent institution offering a Full Time Higher Education Course in the Administrative Boundaries of Manchester
"Market Rent"	means as defined by RICS (or such successor or replacement organisation) and is the estimated amount for which an interest in real property should be leased on the valuation date between a willing lessor and willing lessee on appropriate lease terms in an arm's length transaction, after proper marketing and where the parties had each acted knowledgeably, prudently and without compulsion
"Market Student Accommodation"	means accommodation that is made available on the open market to rent to all students
"Market Student Accommodation Unit"	means a Student Accommodation Unit that is also Market Student Accommodation and

	"Market Student Accommodation Units" shall be construed accordingly
"Plan"	the plan attached to this Agreement
"Planning Agreement"	shall mean the planning agreement relating to the Site dated 17 November 2023 and made between the Council (1) the Owner (2) and Lloyds Bank plc (3)
"Planning Obligations"	shall mean the obligations of the Owners specified in the Schedules
"Planning Permission"	the planning permission granted pursuant to the Application substantially in the form as appended at Schedule 2 and as may be amended by any non-material amendment granted pursuant to s96A of the Act
"Reasonable Endeavours"	means that it is agreed by the parties hereto that the party under such an obligation will be bound to attempt to fulfil the relevant obligation by the expenditure of such effort and/or sums of money and the engagement of such professional or other advisers as in all the circumstances may be reasonable to expect in the case of the Owner of a competent commercial developer in the context of the Development and of a competent landowner in the context of the Development but shall not be required to go against their own commercial interests in doing so
"RICS"	the Royal Institution of Chartered Surveyors
"Site"	the property described in Schedule 1 and shown for the purposes of identification only edged red on the Plan

“Student Accommodation Unit” a unit of sleeping accommodation to be constructed on the Site as part of the Development pursuant to the Planning Permission and “Student Accommodation Units” shall be construed accordingly

“Working Day” means any day except Saturday Sunday or a bank holiday and reference to “Working Days” shall be construed accordingly

1.2 The Clause headings do not affect this interpretation.

1.3 Unless otherwise indicated, references to Clauses and Schedules are to Clauses of and Schedules to this Agreement and references in a Schedule to a Part or Paragraph are to a Part or Paragraph of that Schedule.

1.4 References to any statute or statutory provision include reference to:

1.4.1 all Acts of Parliament and all other legislation having legal effect in the United Kingdom as directly or indirectly amended, consolidated, extended, replaced or re-enacted by any subsequent legislation; and

1.4.2 any orders, regulations, instruments or other subordinate legislation made under that statute or statutory provision.

1.5 Except for the provisions of Clause 10 references to the Site include any part of it.

1.6 References to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act and any successor local highway authority exercising powers under the Highways Act 1980.

1.7 **“Including”** means **“including, without limitation”**.

1.8 Any covenant by the Owner³ or the Council not to do any act or thing includes a covenant not to permit or allow the doing of that act or thing.

1.9 If any provision is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder of this Agreement is to be unaffected.

1.10 Words importing the singular meaning where the context so admits include the plural meaning and vice versa

1.11 Words of the masculine gender include the feminine and neuter genders and words denoting actual persons include companies, corporations and firms and all such words shall be construed interchangeable in that manner.

2 TRUSTEE LIMITED RECOURSE

2.1 IRE – EF III Moss Lane Trustee 1 Limited and IRE – EF III Moss Lane Trustee 2 Limited are entering into this Agreement as trustees (in such capacity, the **Trustees**) of IRE – EF III Moss Lane Unit Trust (the **Unit Trust**) and not in their corporate capacity.

2.2 To the fullest extent permitted by law, any claim against, or liability of, the Trustees pursuant to this Agreement whether in contract, negligence or other tort, under statute or otherwise is limited to the assets from time to time of the Unit Trust.

2.3 Notwithstanding any provisions of this Agreement the Trustees have no obligation to meet any claim or liability under this Agreement except to the extent that the Trustees can properly meet such claim and/or liability out of the assets of the Unit Trust.

2.4 The parties acknowledge that the effect of clauses 2.1 and 2.2 is that no party shall have any recourse whatsoever to any assets of IRE – EF III Moss Lane Trustee 1 Limited and IRE – EF III Moss Lane Trustee 2 Limited (in their corporate capacity) and that in respect of the Trustees no party will have recourse to any assets other than those assets that are held on trust on the terms of the trust instrument dated 14 June 2024 as amended and restated and/or supplemented from time to time and which are in the possession or under the control of the Trustees.

3 PLANNING OBLIGATION

This Agreement is made pursuant to section 106 of the Act, section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 or such other enabling powers against the Owners.

4 CONDITION PRECEDENT

4.1 This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 4, 8, 10, 11, 12, 13, 14 15, 16, 18, 19, 20, 21 and 22 which shall have immediate effect.

5 CONDITION SUBSEQUENT

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of either of the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach

6 THE OWNER'S COVENANTS

6.1 The Owner on behalf of themselves and any person deriving title to any part of the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations on their part contained in this Agreement including those obligations set out in Schedule 3 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act.

7 THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner, to observe and perform the obligations on its part in this Agreement including those obligations set out in the Schedule 4.

8 DISPUTE RESOLUTION

8.1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council and the Owner, otherwise agree be referred to an Expert to be appointed by agreement between the Council and the Owners.

8.2 If the Council and the Owner are unable to agree on the appointment of an Expert within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert, then an Expert shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute.

8.3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding (save for manifest error or fraud) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof.

8.4 Any party to this Agreement shall be entitled to submit to the Expert representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing. The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid.

9 WAIVER

No waiver (whether expressed or implied) by the Council 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 Council from enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default

10 CHANGE IN OWNERSHIP & LIABILITY

10.1 The Owner agrees with the Council to give the Council immediate written notice of any change in ownership of any of its interest in the Site occurring before all the obligations under this Agreement have been discharged such notice to give details of the transferee's full name and registered office (if a company or usual address if not) together with (unless the purchase relates to the entirety of the Site) the area of the Site or unit of occupation purchased by reference to a plan.

10.2 No person shall be liable for any breach, non performance and non observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non performance or non observance be remedied after that person has parted with its interest in the Site.

10.3 The obligations contained in this Agreement shall not be binding on:

10.3.1 any tenant or occupier of a Student Accommodation Unit;

10.3.2 any statutory undertaker who acquires any part of the Site for the purpose of its statutory undertaking.

10.4 The Owner hereby warrants to the Council that no other person other than the Owner, and the Leaseholder has any legal or equitable interest in the Site.

11 COUNCIL'S CONSENT OR APPROVAL

Where in this Agreement the consent, agreement or approval of the Council is required to be given by the Council, the Council confirms that such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council.

12 LOCAL LAND CHARGE

12.1 This Agreement is a Local Land Charge and shall be registered as such by the Council.

12.2 The Council will upon receipt of a written request of the Owner's or their successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereon and thereafter cancel all related entries in the register of local land charges.

12.3 The costs of registration and cancellation pursuant to clauses 12.2 above shall be met by the Owner if requested by the Council.

13 NON-PROHIBITION ON DEVELOPMENT

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 Permission and the listed building consent) granted (whether or not on appeal) after the date of this Agreement.

14 THE CONTRACTS ACT

Save as provided in respect of the successors in title to the Site or any successor to the relevant statutory functions of the Council this Agreement shall not be enforceable by any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 and no third party shall acquire any benefit rights or claims whatsoever pursuant thereto.

15 COMMUNICATION

14.1 Any notice or document to be served on or sent pursuant to this Agreement shall either be delivered personally or sent by recorded delivery service;

14.1.1 to the Council and addressed to the City Solicitor at the Council's address

first above written;

14.1.2 to the Owner and the Leaseholder at their respective registered office addresses.

16 FEES

16.1 The Owner shall pay forthwith to the Council its legal fees reasonably and properly incurred in the preparation of this Agreement;

16.2 Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner, nor absolve the Owner from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law.

16.3 In consideration of the management fee received pursuant to the Planning Agreement (receipt of which is acknowledged) and of the agreement of the Owner set out in the following sentence the Council agrees to accept the management fee received in lieu of the Management Fee. The Owner agrees that the Council may apply the management fee received for the purpose of the management and monitoring of the planning obligations contained in this Agreement or the Planning Agreement,

17. INTEREST

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

18 JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England.

19 COMPLETION

The provisions of this Agreement (other than this clause which shall be of immediate

effect) shall be of no effect until this Agreement has been dated.

20 MORTGAGEES

No mortgagee of the Site from time to time shall incur any liability for any breach of the obligations contained in this Agreement unless committed or continuing at a time when they become a mortgagee in possession of the Site or any part of it.

21 THIS AGREEMENT AND THE PLANNING AGREEMENT

The Council agrees that

21.1 if the obligations contained in this Agreement including the Planning Obligations contained herein are complied with in accordance with the provisions of this Agreement then the Council will accept that compliance in satisfaction of the obligations including the planning obligations contained in the ~~First~~ Planning Agreement;

21.2 if the obligations contained in the ~~First~~ Planning Agreement including the planning obligations contained therein are complied with in accordance with the provisions of the ~~First~~ Planning Agreement then the Council will accept that compliance in satisfaction of the obligations including the Planning Obligations contained in this Agreement.

22. SECTION 73

In the event that an application is made pursuant to Section 73 of the 1990 Act for an amendment to the Planning Permission and planning permission is granted in respect of that application then references to Planning Permission in this Agreement shall, unless the Council in determining any application(s) under Section 73 of the 1990 Act requires the completion of a new deed or supplemental deed pursuant to Section 106 and/or section 106A of the 1990 Act, include the new planning permission granted pursuant to Section 73 of the 1990 Act and unless as aforesaid this Agreement shall apply to and remain in full force in respect

of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the 1990 Act.

23. ~~LEASEHOLDER'S EQUITABLE ESTATE~~

~~The Leaseholder consents to this Agreement and hereby acknowledges that its interest in the Site referred to in Recital C upon its deriving a registered legal title will be bound by the planning obligations contained in this Agreement.~~

IN WITNESS whereof this Agreement has been executed as a deed in the manner hereinafter appearing and delivered the day and year first before written.

SCHEDULE 1

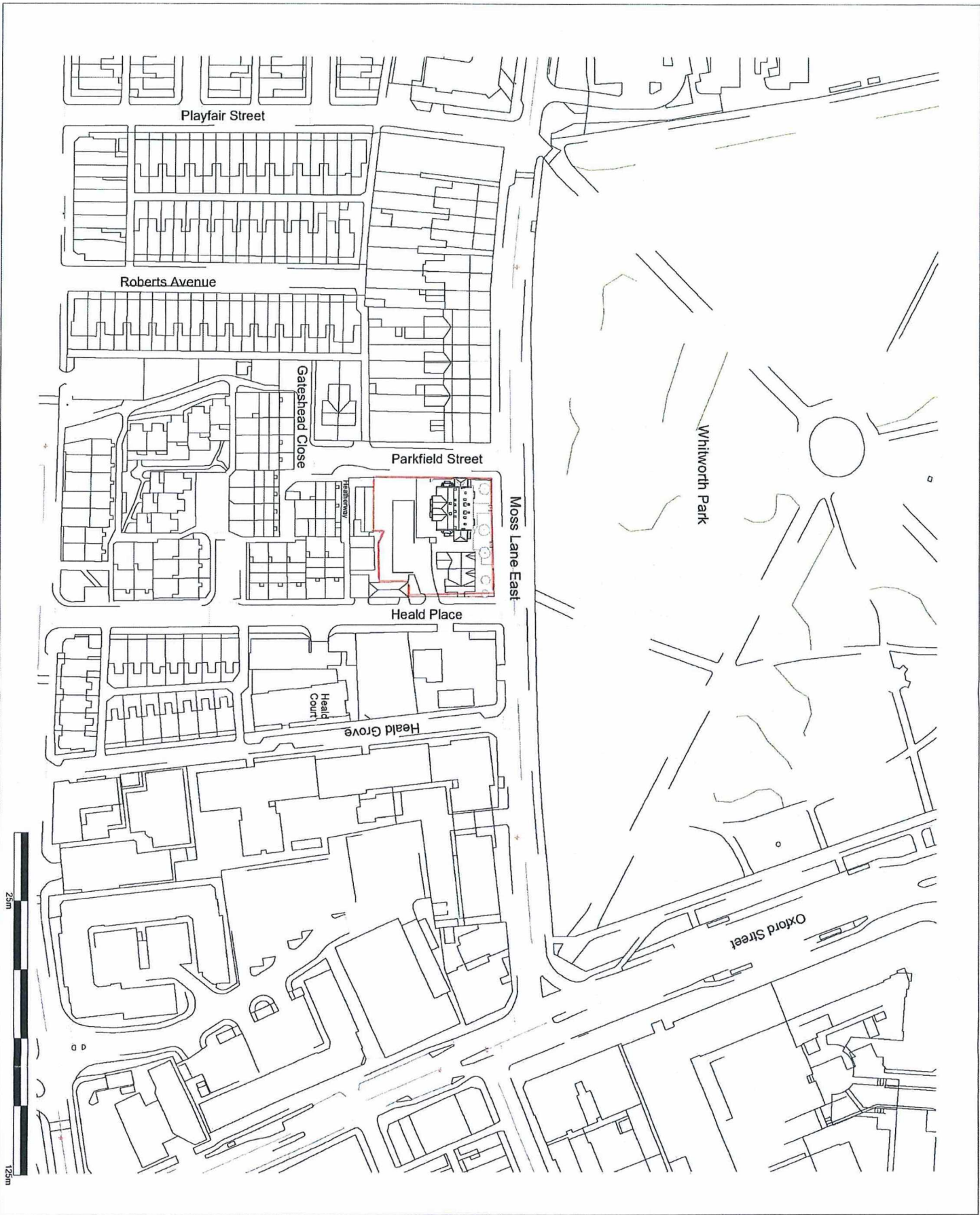
The Site

All that land and buildings known as:

1. 466-468 Moss Lane East, Manchester, M14 4PJ registered at the Land Registry under title number GM171106;
2. 470-472 Moss Lane East, Manchester, M14 4PJ registered at the Land Registry under title number LA5008;
3. the land on the east side of Parkfield Street, Manchester, registered at the Land Registry under title number LA132935

~~shown edged red on the Plan.~~

- 4 466 - 468 Moss Lane East, Manchester, M14 4PJ registered at the Land Registry under title number MAN 442401 shown edged red on the Plan.



This drawing is protected under Copyright and at no time should it be reproduced, stored in a retrieval system or copied without the permission of The Architect (Design Copyright Act 1988). This drawing must not be used for purposes other than that for which it is provided. It is subject to statutory consent. All drawings are to be read in conjunction with any relevant specifications, consultant, specialist and any other related information. Do not scale detailed site surveys with all dimensions to be verified on site prior to the commencement of any work or the production of any shop drawing. All dimensions are to be taken from the centre of the line unless otherwise stated. All alterations are to be brought to the attention of The Architect immediately.



REV	DATE	NOTE	DWN	CHK
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Structures:

Future Serv

Client:
CS Moss Lane East Ltd

Project:
Moss Lane East

Drawing Title:
SI - Existing location plan

Project No:	1094	Sheet No:	001	Stage:	Planning
Scale:	1 : 1250	Paper Size:	A3	Revision:	PL
Drawn By:	CB	Checked By:	CS	Date of first issue:	02/11/22

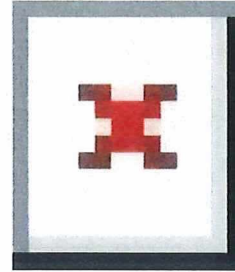
Carsonsall

2 Providence Yard
London E2 7RJ
+44 (0) 207 033 7855

2nd Floor
Argyll Chambers
London E2 8BD
+44 (0) 141 442 0036

SCHEDULE 2

Draft Planning Permission



Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Alumno Group
1st Floor
10 Frith Street
London
W1D 3JF

Agent (if used)

Steven Healey
Turley
Transmission
6 Atherton Street
Manchester
M3 3GS

Part 1 – Particulars of the application/development

Proposal: Variation of condition number 3 (specified plans) from planning approval reference 135544/FO/2022 in order to facilitate internal and external design changes including to rooftop plant and machinery

Location: 466-472 Moss Lane East, Manchester, M14 4PJ

Date of application: 28 March 2024

Application number: 139659/JO/2024

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been **Approved** in accordance with the application and plans submitted subject to the condition(s) listed below (if any).

Article 35 Declaration

Officers have worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with the planning application and listed building application.

Condition(s) attached to this decision

1) The development must be begun not later than the 24 November 2026.

Reason - Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.

2) Prior to the commencement of above ground development (excluding demolition), all materials to be used on all external elevations of the development shall be submitted for approval in writing by the City Council, as Local Planning Authority.

This shall include the submission of samples (including a panel) and specifications of all materials to be used on all external elevations of the development along with jointing and fixing details, vents, details of the drips to be used to prevent staining in, ventilation and a strategy for quality control management. The approved materials shall then be implemented as part of the development.

Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located, as specified in policies SP1 and DM1 of the Manchester Core Strategy.

3) The development hereby approved shall be carried out in accordance with the following drawings and documents received by the City Council as Local Planning Authority:

2027-SBA-01-00-D-A-01100 Ground Floor Plan - Proposed P03
2027-SBA-01-M-D-A-01100M Mezzanine - Proposed P02
2027-SBA-01-01-D-A-01101 Level 01 Plan - Proposed P02
2027-SBA-01-02-D-A-01102 Level 02 Plan - Proposed P02
2027-SBA-01-03-D-A-01103 Level 03 Plan - Proposed P02
2027-SBA-01-03-D-A-01104 Level 04 Plan - Proposed P02
2027-SBA-01-03-D-A-01105 Level 05 Plan - Proposed P02
2027-SBA-01-03-D-A-01106 Level 06 Plan - Proposed P02
2027-SBA-01-03-D-A-01107 Level 07 Plan - Proposed P02
2027-SBA-01-03-D-A-01108 Level 08 Plan - Proposed P02
2027-SBA-02-EL-D-A-02300 Elevation North - Proposed P02
2027-SBA-02-EL-D-A-02301 Elevation West - Proposed P02
2027-SBA-02-EL-D-A-02302 Elevation South - Proposed P02
2027-SBA-02-EL-D-A-02303 Elevation East - Proposed P02
2027-SBA-02-EL-D-A-02304 North Courtyard Elevation - Prop. P02
2027-SBA-02-EL-D-A-02305 West Courtyard Elevation - Prop. P02
2027-SBA-02-EL-D-A-02400 Contextual Elevations North & South P02
2027-SBA-02-EL-D-A-02401 Contextual Elevations East & West P02
2027-SBA-03-SE-D-A-03300 Section A-A - Proposed P02
2027-SBA-03-SE-D-A-03301 Section B-B - Proposed P02
2027-SBA-03-SE-D-A-03302 Section C-C - Proposed P02

Dated 16 July 2024

Covering letter Turley

Received 04 April 2024

Application Form Turley

Design and Access Statement Stallan Brand

Received 28 March 2024

Air Quality Assessment Hydrock
Archaeological Desk-Based Study Nexus
BREEAM Pre-Assessment Report Ridge
Broadband Connectivity Assessment GTech Surveys Limited
Contaminated Land Report ROC Consulting
Crime Impact Statement Greater Manchester Police
Daylight & Sunlight Impact on Neighbouring Properties GIA
Ecology Report Middlemarch
Energy/ Ventilation Strategy Futureserv
Environmental Standards Statement Ridge
Flood Risk Assessment and Drainage Strategy ROC Consulting
Fire Statement OFR Consultants
Noise Impact Assessment Report Hann Tucker Associates
Television and Radio Reception Impact Assessment GTech Surveys Limited
Transport Statement RSK
Travel Plan RSK
Biodiversity Metric Calculator

Received as associated with the parent consent reference 135544/FO/2022 dated 23 November 2023

Planning Statement Turley

Received as association with the parent consent reference 135544/FO/2022 dated 24 November 2023

Heritage Statement Turley

Received as association with the parent consent reference 135544/FO/2022 dated 27 March 2023

Daylight and Sunlight Addendum GIA
Redacted Tenancy Schedule

Received as association with the parent consent reference 135544/FO/2022 dated 02 May 2023

Technical Note SCP

Received as association with the parent consent reference 135544/FO/2022 dated 04 May 2023

Reason - To ensure that the development is carried out in accordance with the approved plans, pursuant to policies SP1 and DM1 of the Manchester Core Strategy.

4) The following information has been submitted in respect of planning condition 4a (Demolition Management Plan) under the cover of CDN/24/0671:

-'Application for Approval of Details Reserved by Condition', numbered 'PP-13257096', stamped as received by the City Council as Local Planning Authority on 23rd July 2024.

-Covering Letter, stamped as received by the City Council as Local Planning Authority on 23rd July 2024.

-'Moss Lane East - Alumno: Demolition Management Plan', stamped as received by the City Council as Local Planning Authority on 23rd July 2024.

This information is acceptable for demolition works to commence on the proviso that a date stamped photographic dilapidation survey of highways and footways in the vicinity of the site together with a confirmation of the date demolition works commence are submitted for approval in writing to the City Council as Local Planning Authority within 1 month of demolition commencing.

The demolition works shall be carried out in accordance with the approved details.

Reason: In the interests of safe operation of the adopted highway in the lead into development both during the demolition and construction phase of the development, pursuant to policies SP1, EN19 and DM1 of the Core Strategy for the City of Manchester.

5) Prior to the commencement of development (excluding demolition), a Construction Management Plan outlining working practices during development shall be submitted to and approved in writing to the City Council as Local Planning Authority.

For the avoidance of doubt, the Construction Management Plan should include:

- Measures to control noise and vibrations;
- Dust suppression measures;
- Compound locations where relevant;
- Location, removal and recycling of waste;
- Detail of an emergency contact telephone number;
- Parking of construction vehicles; and
- Sheeting over of construction vehicles.

The development shall only be carried out in accordance with the approved Construction Management Plan.

Manchester City Council encourages all contractors to be 'considerate contractors' when working in the city by being aware of the needs of neighbours and the environment. Membership of the Considerate Constructors Scheme is highly recommended.

Reason: In the interests of safe operation of the adopted highway in the lead into development both during the demolition and construction phase of the development, pursuant to policies SP1, EN19 and DM1 of the Core Strategy for the City of Manchester.

6) The development hereby approved shall be carried out in accordance with details contained within the Environmental Standards Statement produced by Ridge received by the City Council as Local Planning Authority on 17 November 2022 as approved under the parent consent reference 135544/FO/2022. A post construction review certificate/statement shall be submitted for approval within 3 months post final construction of the development hereby approved

Reason - In order to minimise the environmental impact of the development pursuant to policies SP1, T1-T3, EN4-EN7 and DM1 of the Manchester Core Strategy and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework.

7) The development hereby approved shall achieve a post-construction Building Research Establishment Environmental Assessment Method (BREEAM) rating of at least an 'Excellent' rating. Post construction review certificate(s) shall be submitted to and approved in writing by the City Council as Local Planning Authority within 12 months of occupation of the development

Reason - In order to minimise the environmental impact of the development, pursuant to policies SP1, T1-T3, EN4-EN7 and DM1 of the Manchester Core Strategy, and the principles contained within *The Guide to Development in Manchester SPD (2007)*, and the National Planning Policy Framework.

8) The following information was submitted in respect of planning condition 7 (Refuse) of the parent consent reference 135544/FO/2022 (Demolition Management Plan) under the cover of CDN/24/0671:

- 'Application for Approval of Details Reserved by Condition', numbered 'PP-13257096', stamped as received by the City Council as Local Planning Authority on 23rd July 2024.
- Covering Letter, stamped as received by the City Council as Local Planning Authority on 23rd July 2024.

- 'Moss Lane - Manchester, Waste Management Strategy', stamped as received by the City Council as Local Planning Authority on 23rd July 2024.

The above details were considered to be acceptable and condition 7 attached to planning permission referenced (135544/FO/2022) was formally discharged on the proviso that a copy of the waste collection servicing contract is submitted for approval in writing to the City Council as Local Planning Authority prior to first occupation of the development.

The development shall be carried out in accordance with the approved details.

Reason - In the interests of residential amenity and public health, pursuant to policies DM1 and SP1 of the Manchester Core Strategy.

9) The following information has been submitted in respect of planning condition 8 (Contaminated Land) of the parent consent reference 135544/FO/2022 (Demolition Management Plan) under the cover of CDN/24/0671:

- 'Application for Approval of Details Reserved by Condition', numbered 'PP-13257096', stamped as received by the City Council as Local Planning Authority on 23rd July 2024.
- Covering Letter, stamped as received by the City Council as Local Planning Authority on 23rd July 2024.

- 'Moss Lane East, Manchester. Report on Site Investigations', stamped as received by the City Council as Local Planning Authority on 23rd July 2024.

- 21 Page Document labelled 'Groundsure Insights: 470, MOSS LANE EAST, MANCHESTER, M14 4PJ', stamped as received by the City Council as Local Planning Authority on 23rd July 2024.

- 69 Page Document labelled 'Groundsure Insights: 470, MOSS LANE EAST, MANCHESTER, M14 4P', stamped as received by the City Council as Local Planning Authority on 23rd July 2024.

- 'Water Mains Records', stamped as received by the City Council as Local Planning Authority on 23rd July 2024.

The above details were considered to be acceptable and condition 8 attached to planning permission referenced (135544/FO/2022) was formally discharged on the

basis that the development is fully implemented in accordance with the approved details.

Reason - To ensure that the presence of or the potential for any contaminated land and/or groundwater is detected and appropriate remedial action is taken in the interests of public safety, pursuant to policies DM1 and EN18 of the Manchester Core Strategy.

10) When the development commences (excluding demolition), the development shall be carried out in accordance with a previously agreed Remediation Strategy and a Completion/Verification Report shall be submitted to and approved in writing by the City Council as local planning authority. No occupation of the development shall take place until the completion/verification report is submitted to and approved by the City Council as local planning authority.

In the event that ground contamination, groundwater contamination and/or ground gas, not previously identified, are found to be present on the site at any time before the development is occupied, then development shall cease and/or the development shall not be occupied until, a report outlining what measures, if any, are required to remediate the land (the Revised Remediation Strategy) is submitted to and approved in writing by the City Council as local planning authority and the development shall be carried out in accordance with the Revised Remediation Strategy, which shall take precedence over any Remediation Strategy or earlier Revised Remediation Strategy.

Reason - To ensure that the presence of or the potential for any contaminated land and/or groundwater is detected and appropriate remedial action is taken in the interests of public safety, pursuant to policies DM1 and SP1 of the Manchester Core Strategy.

11) The development hereby approved shall be implemented in general accordance with the physical security specifications outlined within the submitted Crime Impact Statement (Ref:2012/0607/CIS/01) dated 13 August 2022, received by the City Council as Local Planning Authority on 17 November 2022 as approved under the parent consent reference 135544/FO/2022.

Reason - To reduce the risk of crime pursuant to policies SP1 and DM1 of the Manchester Core Strategy and to reflect the guidance contained in the National Planning Policy Framework.

12) No development shall take place until surface water drainage works have been implemented in accordance with Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacements national standards and details that have been submitted to and approved in writing by the Local Planning Authority.

In order to avoid/dischage the above drainage condition the following additional information has to be provided:

- o A finalised drainage layout showing all components, outfalls, levels and connectivity;
- o Maximised integration of green SuDS components (utilising infiltration or attenuation) if practicable;
- o Details of surface water attenuation that offers a reduction in surface water runoff rate in line with the Manchester Trafford and Salford Strategic Flood Risk Assessment, i.e. at least a 50% reduction in runoff rate compared to the existing rates with the aim of reducing to the Greenfield runoff rates, as the site is located within Conurbation Core Critical Drainage Area;

- o An existing and proposed impermeable areas drawing to accompany all discharge rate calculations
- o A blockage risk assessment is undertaken as part of the drainage strategy to support proposed flows less than 5 l/s. If the risk cannot be adequately managed, a higher minimum discharge rate should be considered / agreed with relevant parties.
- o Runoff volume in the 1 in 100 year, 6 hours rainfall shall be constrained to a value as close as is reasonable practicable to the greenfield runoff volume for the same event, but never to exceed the runoff volume from the development site prior to redevelopment;
- o Evidence that the drainage system has been designed (unless an area is designated to hold and/or convey water as part of the design) so that flooding does not occur during a 1 in 100 year rainfall event with allowance for 45% climate change;
- o Assessment of overland flow routes for extreme events. Overland flow routes need to be designed to convey the flood water in a safe manner in the event of a blockage or exceedance of the proposed drainage system capacity including inlet structures. A layout with overland flow routes needs to be presented with appreciation of these overland flow routes with regards to the properties on site and adjacent properties off site.
- o Progression through the drainage hierarchy shall be evidence based and supported by site investigation. Results of ground investigation carried out under Building Research Establishment Digest 365 Site investigations should be undertaken in locations and at proposed depths of the proposed infiltration devices. Proposal of the attenuation that is achieving half emptying time within 24 hours. If no ground investigations are possible or infiltration is not feasible on site, evidence of alternative surface water disposal routes (as follows) is required.
- o Where surface water is connected to the public sewer, agreement in principle from United Utilities is required that there is adequate spare capacity in the existing system taking future development requirements into account. An email of acceptance of proposed flows and/or new connection will suffice.
- o Hydraulic calculation of the proposed drainage system;
- o Construction details of flow control and SuDS elements.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution. This condition is imposed in light of national policies within the NPPF and NPPG and local policies EN08 and EN14.

13) No development hereby permitted shall be occupied until details of the implementation, maintenance and management of the sustainable drainage scheme have been submitted to and approved by the local planning authority. The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details. Those details shall include:

- o Verification report providing photographic evidence of construction as per design drawings;
- o As built construction drawings if different from design construction drawings;
- o Management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

Reason: To manage flooding and pollution and to ensure that a managing body is in place for the sustainable drainage system and there is funding and maintenance mechanism for the lifetime of the development.

14) Notwithstanding details submitted, the development hereby approved shall not be occupied until there has been submitted to and approved in writing by the City Council as Local Planning authority a plan indicating the positions, design, materials and type of any new boundary treatment to be erected. The boundary treatment shall be completed before the development hereby approved is occupied and shall thereafter be retained

Reason - To ensure that the appearance of the development is acceptable to the City Council as Local Planning Authority in the interests of the visual amenity of the area within which the site is located in order to comply with policies SP1, EN3 and DM1 of the Manchester Core Strategy.

15) The following information was submitted in respect of planning condition 14 (Acoustic Insulation) of the parent consent reference 135544/FO/2022 (Demolition Management Plan) under the cover of CDN/24/0671:

- 'Application for Approval of Details Reserved by Condition', numbered 'PP-13257096', stamped as received by the City Council as Local Planning Authority on 23rd July 2024.
- Covering Letter, stamped as received by the City Council as Local Planning Authority on 23rd July 2024.
- 'Environmental Noise Impact Assessment: Upgraded Glazing & Acoustic Trickle Vents', stamped as received by the City Council as Local Planning Authority on 23rd July 2024.

The above details were considered to be acceptable and condition 14 attached to the parent consent (135544/FO/2022) was formally discharged on the basis the development is fully implemented in accordance with the approved details.

16) a) Any externally mounted ancillary plant, equipment and servicing to be installed shall be selected and/or acoustically treated in accordance with a scheme designed so as to achieve a rating level of 5dB (LAeq) below the typical background (LA90) level at the nearest noise sensitive location. Prior to its installation, the scheme, including any necessary mitigation, shall be submitted to and approved in writing by the City Council as Local Planning Authority in order to secure a reduction in the level of noise emanating from the site.

b) Prior to any externally mounted ancillary plant, equipment and servicing to be installed becoming operational, an approved verification report shall be submitted to and approved in writing by the City Council as Local Planning authority to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved acoustic report. The report shall also undertake post completion testing to confirm that the noise criteria have been met. Any instances of non - conformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the agreed noise criteria.

Reason - To minimise the impact of the development and to prevent a general increase in pre-existing background noise levels around the site, pursuant to saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies DM1 and SP1 of the Manchester Core Strategy

17) a) The premises shall be acoustically insulated and treated to limit the break in/break-out of noise in accordance with a noise study of the premises and a scheme of acoustic treatment that has been submitted to and approved in writing by the City

Council as Local Planning Authority. The scheme shall be implemented in full before the use commences.

b) Prior to occupation of the building hereby approved a verification report will be required to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved acoustic consultant's report. The report shall also undertake post completion testing to confirm that acceptable criteria have been met. Any instances of non-conformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the agreed noise criteria.

Reason - To safeguard the amenity of nearby residential properties, pursuant to saved policy DC26 of the Unitary Development Plan for the City of Manchester and Policies DM1 and SP1 of the Manchester Core Strategy.

18) The development hereby approved shall only be implemented in accordance with the methodology and mitigation measures detailed within the submitted Arboricultural Impact Assessment and Arboricultural Method Statement produced by LAC, received by the City Council as Local Planning Authority on 17 November 2022 as approved under the parent consent reference 135544/FO/2022.

Reason - In order avoid damage to trees adjacent to the site which are of important amenity value to the area and in order to protect the character of the area, in accordance with policies EN9 and EN15 of the Manchester Core Strategy.

19) The following information was submitted in respect of planning condition 18 (Local Benefit) of the parent consent reference 135544/FO/2022 under the cover of CDN/24/0671:

- 'Application for Approval of Details Reserved by Condition', numbered 'PP-13257096', stamped as received by the City Council as Local Planning Authority on 23rd July 2024.

- Covering Letter, stamped as received by the City Council as Local Planning Authority on 23rd July 2024.

- 'GMI Construction Group Social Value', stamped as received by the City Council as Local Planning Authority on 23rd July 2024.

- 'Local Labour Construction - Proposal and Reporting Template', stamped as received by the City Council as Local Planning Authority on 3rd September 2024.

The above details were considered to be acceptable and condition 18 attached to the parent application (135544/FO/2022) was formally discharged on the basis the development is fully implemented in accordance with the approved details.

Reason - The applicant has demonstrated a commitment to recruiting local labour pursuant to policies SP1, EC1 and DM1 of the Manchester Core Strategy.

20) Prior to the first occupation of the development hereby approved, a 'moving in and out' management strategy shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved details shall then be implemented as part of the development and thereafter retained and maintained.

Reason - In the interest of managing the impact of the development on the car parking area and local highway network during moving in and out periods of activity pursuant to policies T2 and DM1 of the Manchester Core Strategy.

21) Prior to the first operation of the development hereby approved, an external

signage strategy for the entire building shall be submitted for approval in writing by the City Council, as Local Planning Authority.

The approved strategy shall then be implemented and used to inform any future advertisement applications for the building.

Reason - In the interest of visual amenity pursuant to policies SP1 and DM1 of the Manchester Core Strategy.

22) The development hereby approved shall include a scheme for the illumination of external areas during the period between dusk and dawn. Full details of such a scheme shall be submitted to and agreed in writing by the City Council as Local Planning Authority. The approved scheme shall be implemented in full prior to the first occupation and shall remain in operation for so long as the development is occupied.

Reason - In the interests of amenity, crime reduction and the personal safety of those using and ensure that lighting is installed which is sensitive to the bat environment the proposed development in order to comply with the requirements of policies SP1 and DM1 of the Manchester Core Strategy.

23) If any lighting at the development hereby approved, when illuminated, causes glare or light spillage which in the opinion of the Council as local planning authority causes detriment to adjoining and nearby residential properties, within 14 days of a written request, a scheme for the elimination of such glare or light spillage shall be submitted to the Council as local planning authority and once approved shall thereafter be retained in accordance with details which have received prior written approval of the City Council as Local Planning Authority

Reason - In order to minimise the impact of the illumination of the lights on the occupiers of nearby residential accommodation, pursuant to policies SP1 and DM1 of the Manchester Core Strategy.

24) No part of the development hereby approved shall be occupied until the space and facilities for bicycle parking have been provided in accordance with the details shown on submitted drawings. The approved space and facilities shall then be retained and permanently reserved for bicycle parking.

In the event that Travel Plan monitoring identifies the need for increased cycle storage provision, the area identified on the approved drawing for a future expansion zone shall be implemented.

Reason - To ensure that adequate provision is made for bicycle parking so that persons occupying or visiting the development have a range of options in relation to mode of transport in order to comply with policies SP1, T1 and DM1 of the Manchester Core Strategy.

25) Notwithstanding the details contained within the Framework Travel Plan submitted, a detailed Travel Plan shall be submitted to and agreed in writing by the City Council as Local Planning Authority prior to first occupancy of the units hereby approved. In this condition a Travel Plan means a document which includes:

- (1) The measures proposed to be taken to reduce dependency on the private car by those attending or employed in the development;
- (2) A commitment to surveying the travel patterns of staff and customers during the first three months of the development and thereafter from time to time;
- (3) Mechanisms for the implementation of the measures to reduce dependency on

the private car; and

(4) Measures for the delivery of specified travel plan services; and measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car

Within six months of the first use of the development, a revised Travel Plan which takes into account the information about travel patterns gathered pursuant to item (2) above shall be submitted to the City Council as local planning authority for approval. Any Travel Plan which has been approved by the City Council as local planning authority shall be implemented in full at all times when the development hereby approved is in use.

Reason - To reduce dependency on the car travel and to promote alternative means of transport, pursuant to policies DM1 and SP1 of the Manchester Core Strategy.

26) Within one month of the practical completion of the development hereby approved and at any other time during the construction of the development, if requested in writing by the City Council as Local Planning Authority, in response to identified television signal reception problems within the potential impact area, a study to identify such measures necessary to maintain at least the pre-existing level and quality of signal reception identified in the survey carried out above for that phase shall be submitted for approval in writing by the City Council, as Local Planning Authority. The measures identified must be carried out within one month of the study being approved in writing to the City Council as Local Planning Authority.

Reason - To provide an indication of the area of television signal reception likely to be affected by the development to provide a basis on which to assess the extent to which the development during construction and once built, will affect television reception and to ensure that the development at least maintains the existing level and quality of television signal reception - In the interest of residential amenity, pursuant to policy DM1 of Manchester Core Strategy.

27) The development hereby approved shall be used as purpose-built student accommodation only (sui generis) and for no other purpose (including serviced apartments/apart hotels or similar uses where sleeping accommodation (with or without other services) is provided by way of trade for money or money's worth and occupied by the same person for less than ninety consecutive nights)

Reason - To ensure that the accommodation is used solely for the intended purpose - student accommodation and to safeguard the amenities of the neighbourhood by ensuring that other uses which could cause a loss of amenity such as serviced apartments/apart hotels do not commence without prior approval; to safeguard the character of the area, and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.

28) Prior to occupation of the development hereby approved, full details of all necessary off-site highway works to be implemented, shall be submitted to and approved in writing by the City Council as Local Planning Authority and be implemented in accordance with a timescale to be agreed by the City Council as Local Planning Authority. Such works should include:

Footway reinstatement;

Extension of double yellow line restrictions.

Reason - In the interests of highway safety, pursuant to Policies DM1 and SP1 of the Manchester Core Strategy.

29) A landscape and ecological management plan (LEMP) shall be submitted to, and be approved in writing by, the local planning authority prior to the commencement of the development. The content of the LEMP shall include the following.

- a) Description and evaluation of features to be managed.
- b) Ecological trends and constraints on site that might influence management.
- c) Aims and objectives of management
- d) Appropriate management options for achieving aims and objectives.
- e) Prescriptions for management actions.
- f) Preparation of a work schedule (including an annual work plan capable of being rolled forward over a five-year period).
- g) Details of the body or organization responsible for implementation of the plan.
- h) Ongoing monitoring and remedial measures

The LEMP shall also include details of the legal and funding mechanisms by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The plan shall also set out (where the results from monitoring show that conservation aims and objectives of the LEMP are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme. The approved plan will be implemented in accordance with the approved details.

Reason - Pursuant to biodiversity enhancement of the site, in accordance with policy EN15 of the Core Strategy and the National Planning Policy Framework.

30) The following works demolition of 470, Moss Lane East as identified in Dusk Emergence And Dawn Re-Entry Bat Surveys report by Middlemarch dated September 2022 (ref RT-MME-158448) attached to the parent consent 135544/FO/2022, shall not in any circumstances commence unless the local planning authority has been provided with either:

- a) a licence issued by Natural England pursuant to Regulation 55 of The Conservation of Habitats and Species (Amendment) (EU Exit) Regulations 2019 authorizing the specified activity/development to go ahead; or
- b) a statement in writing from the relevant licensing body to the effect that it does not consider that the specified activity/development will require a licence

Reason: In order to prevent any habitat disturbance to bats in accordance with policy EN15 of the Core Strategy and the National Planning Policy Framework.

31) No removal of or works to any hedgerows, trees or shrubs or works to or demolition of buildings or structures that may be used by breeding birds shall take place between 1st March and 31st August inclusive, unless a competent ecologist has undertaken a careful, detailed check of vegetation and structures for active birds' nests immediately before the vegetation is cleared or works commenced and provided written confirmation that no birds will be harmed and/or that there are appropriate measures in place to protect nesting bird interest on site. Any such written confirmation should be submitted to the local planning authority.

Reason - To ensure the protection of habitat of species that are protected under the Wildlife and Countryside Act 1981 or as subsequently amended and to comply with policy EN15 of the Core Strategy.

32) The flat roofs of the development hereby approved shall not be used for any other purpose other than as a means of escape in emergency or for maintenance of the building.

Reason - To safeguard the amenities of the adjoining premises for overlooking or perceived overlooking and in accordance with policies SP1 and DM1 of the Core Strategy.

33) Prior to the commencement of the development, a strategy for the provision of up to three accessible parking spaces on Moss Lane shall be submitted to and approved in writing by the City Council. The strategy shall set out a timescale for implementation of accessible spaces and a review mechanism for demand. The development shall be built out in accordance with the agreed details.

Reason -To ensure safe access to the development site in the interest of pedestrian and highway safety pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012)

34) Prior to first occupation, a management, community benefit and engagement plan shall be submitted to and approved in writing by the Local Planning Authority. The plan shall include, but not be limited, the following:

- o The appointment of a designated person to manage communications and engagement with the local community.
- o Details for on-site management to allow 24/7 contact between the local community should issues arise.
- o Details of the formal complaints procedure and how issues will be managed.
- o Details of operational security measures
- o A strategy for proactive engagement with the local community including dedicated drop-in sessions to discuss local issues.
- o A strategy for contributing to local environmental improvements and initiatives.
- o A litter picking strategy covering the vicinity of the site.

Reason - In the interest of managing the impact of the development pursuant to policy DM1 of the Manchester Core Strategy.

35) Prior to commencement of development, should any families be resident within the existing buildings, a scheme for their permanent relocation shall be submitted to and approved in writing by the Local Planning Authority. For the purpose of this condition the term family shall be defined as one or more individuals up to the age of 18 and one or more carer/ parent resident within the same residential unit.

Reason - In the interest of managing the impact of the development pursuant to policy DM1 of the Manchester Core Strategy.

Informatives

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

Manchester City Council is responsible for allocating street naming and numbering within Manchester for new developments or property conversions. Individuals or businesses are not permitted to allocate their own property numbers, building or street names.

If your development includes the creation of new dwellings (either new build or conversion of existing buildings), creation of new commercial properties or the subdivision of existing properties you must ensure that you request new or changes to addresses through us so they can be officially allocated and registered in accordance with the Public Health Act 1925 Sections 17-19 & Greater Manchester Act 1981 Section 22.

Failure to do this may result in difficulties for the developer/occupier when requiring services such as connections to utilities, phone lines and postal services and may delay your development.

You can apply online at the following address:

http://www.manchester.gov.uk/info/100011/roads_parking_and_transport/1988/naming_and_numbering_of_houses_buildings_streets_and_roads/2

DRAFT DECISION

Date:

Notes

1. This permission refers only to that required under the Town and Country Planning Act 1990 does not include any consent or approval under any other enactment, byelaw, order or regulation.

2 If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, they may appeal to the Secretary of State in accordance with Section 78(1) of the Town and Country Planning Act 1990 within six months of the date of the notice of the decision.

The Planning Inspectorate have introduced an online appeals service that can be used to make appeals online. This service is available through the gov.uk website – www.gov.uk/appeal-planning-decision The Inspectorate will publish details of your appeal on the internet. Alternatively If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but they will not normally be prepared to exercise this power unless there are special circumstances that excuse the delay in giving notice of appeal.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the City Council (planning@manchester.gov.uk) and the Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

3. The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70(1) and 72(1) of the Act.

4. If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that they can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990

5. In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to them. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.

SCHEDULE 3

THE OWNER'S COVENANTS

The Owner hereby covenants with the Council as follows:

- 1) To notify the Council in writing within 5 (five) Working Days of Commencement of Development.
- 2) To carry out and manage the Development in accordance with the Discounted Student Accommodation Statement.
- 3) To use Reasonable Endeavours to continue to employ the Architect as the lead architect throughout the Construction Period until Completion of the Development PROVIDED THAT the Architect remains willing and able to fulfil such role in relation to the Development and that such employment is capable of being secured on reasonable commercial terms.
- 4) Should the Architect not be appointed or continue to be appointed in accordance with paragraph 3 above the Owner shall immediately notify the Council of this fact and shall use Reasonable Endeavours to appoint a replacement architect of a similar calibre and reputation as soon as reasonably practicable and shall notify the Council of the identity of the replacement architect immediately thereafter.

SCHEDULE 4

THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner, as follows:

1. To issue the Planning Permission within two (2) Working Days of the date hereof;
2. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within 20 Working Days of receipt of request.

SCHEDULE 5

THE DISCOUNTED STUDENT ACCOMMODATION STATEMENT

This statement has been prepared in support of Development of the Site and addresses the provision of Discounted Student Accommodation.

This statement may be amended by the Owners from time to time provided that such amendments are first approved by the Council in writing.

1. This statement includes details of:

- 1.1. the provisions governing the tenure and location of the Discounted Student Accommodation Units, which shall consist of not less than 20% (twenty per cent) of the total number of Student Accommodation Units constructed on the Site;
- 1.2. the arrangements for the management of the Discounted Student Accommodation Units;
- 1.3. the arrangements to ensure that such provision is retained in perpetuity as Discounted Student Accommodation and is affordable for both the first and subsequent occupiers of the Discounted Student Accommodation Units; and
- 1.4. the occupancy criteria to be used for determining the identity of occupiers of the Discounted Student Accommodation Units and the means by which such occupancy criteria shall be enforced.

2. The following information is provided in respect of each of the criteria;

2.1. The scheme comprises Student Accommodation Units of the following tenure;

Tenure	Units
Market Student Accommodation Units	209
Discounted Student Accommodation Units	52

2.2. The Owners shall notify the Council at the beginning of each academic year the location of the Discounted Student Accommodation Units within the Development.

2.3. The Student Accommodation Units shall be of tenure blind design and FOR THE AVOIDANCE OF DOUBT the Student Accommodation Units provided as Discounted Student Accommodation shall be of the same design, fit out and size

as the Student Accommodation Units provided as Market Student Accommodation and the rent shall include all utility bills and use of the on-site gymnasium and amenity spaces.

2.4. The Owners will be responsible to the Council under this Agreement for the management, control, future lettings and maintenance of the Discounted Student Accommodation Units. Nothing in this paragraph prevents or restricts the Owners from entering into operational management and maintenance arrangements with a third party (which might include a higher education institution) or enter into nomination arrangements with a higher education institution.

2.5. From the date of Completion of Construction, the Discounted Student Accommodation Units shall not be used other than for Discounted Student Accommodation (subject to paragraphs 5 and 6 of this Schedule 5)

3. In terms of affordability the following applies;

3.1. Rent levels for the Discounted Student Accommodation Units will be set at a level of no more than 80% (eighty per cent) of rent level of the equivalent Market Student Accommodation Units.

3.2. The Discounted Student Accommodation Units shall be available to Eligible Students.

4. The Owners shall provide a monitoring statement to the Council on an annual basis regarding the Discounted Student Accommodation Units in a form to be agreed between the parties which shall set out:

- a) the approach to letting the Discounted Student Accommodation Units;
- b) the ongoing occupancy status of the Discounted Student Accommodation Units; and
- c) how the Owners ^{are} meeting the requirements of the Discounted Student Accommodation Statement.

5. The Owners may manage the Student Accommodation Units in a way that Market Student Accommodation Units may switch to Discounted Student Accommodation Units and vice versa as vacancies and nominations require PROVIDED THAT the minimum number of Discounted Student Accommodation Units is maintained at all times.

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6. Notwithstanding the requirements of this Schedule 5, the Owner shall be permitted to rent all Student Accommodation Units at an open market rent in the period outside of any Academic Year.

01126449

THE COMMON SEAL of THE COUNCIL OF THE

CITY OF MANCHESTER

to affixed in
pursuant to the provisions of the said City:

Authorised Signatory



EXECUTED AS A DEED by TJ & ZJ AHMED PROPERTIES LTD

acting by a director

DIRECTOR

Signature:

Name: (in block capitals)

IN THE PRESENCE OF

Signature:

Name (in block capitals)

Address

Occupation

TAHIR AHMED

PARVEEN SHAHBAZ

70 ALEXANDRA ROAD

MANCHESTER M16 7WD

Solicitor

PARVEEN AKHTAR SHAHBAZ LLB (Hons)
SOLICITOR
OCEAN SOLICITORS LTD
70 ALEXANDRA ROAD
MANCHESTER M16 7WD

EXECUTED as a deed by IRE - EF III Moss Lane Trustee 1 Limited, a company incorporated in Jersey, acting in its capacity as joint trustee of **IRE - EF III Moss Lane Unit Trust**, a unit trust constituted under the laws of Jersey acting by:

Paul McGinness

who in accordance with the laws of that territory is acting under the authority of the company

EXECUTED as a deed by IRE - EF III Moss Lane Trustee 2 Limited, a company incorporated in Jersey, acting in its capacity as joint trustee of **IRE - EF III Moss Lane Unit Trust**, a unit trust constituted under the laws of Jersey acting by:

Paul McGinness

who in accordance with the laws of that territory is acting under the authority of the company

IRE - EF III Moss Lane Trustee 1 Limited acting in its capacity as joint trustee of **IRE - EF III Moss Lane Unit Trust**

Signature in the name of the company:

.....
Authorised signatory

IRE - EF III Moss Lane Trustee 2 Limited acting in its capacity as joint trustee of **IRE - EF III Moss Lane Unit Trust**

Signature in the name of the company:

.....
Authorised signatory

EXECUTED as a deed by IRE - EF III Moss Lane Trustee 1 Limited, a company incorporated in Jersey, acting in its capacity as trustee of **IRE - EF III Moss Lane Unit Trust**, a unit trust constituted under the laws of Jersey acting by:

.....
who in accordance with the laws of that territory is acting under the authority of the company

EXECUTED as a deed by IRE - EF III Moss Lane Trustee 2 Limited, a company incorporated in Jersey, acting in its capacity as trustee of **IRE - EF III Moss Lane Unit Trust**, a unit trust constituted under the laws of Jersey acting by:

.....
who in accordance with the laws of that territory is acting under the authority of the company

IRE - EF III Moss Lane Trustee 1 Limited acting in its capacity as trustee of **IRE - EF III Moss Lane Unit Trust**

Signature in the name of the company:

.....
Authorised signatory

IRE - EF III Moss Lane Trustee 2 Limited acting in its capacity as trustee of **IRE - EF III Moss Lane Unit Trust**

Signature in the name of the company:

.....
Authorised signatory

EXECUTED as a deed by IRE - EF III Moss Lane Trustee 1 Limited, a company incorporated in Jersey, acting in its capacity as trustee of **IRE - EF III Moss Lane Unit Trust**, a unit trust constituted under the laws of Jersey acting by:

ALEX KING

who in accordance with the laws of that territory is acting under the authority of the company

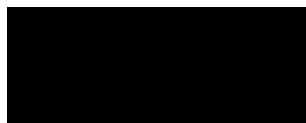
EXECUTED as a deed by IRE - EF III Moss Lane Trustee 2 Limited, a company incorporated in Jersey, acting in its capacity as trustee of **IRE - EF III Moss Lane Unit Trust**, a unit trust constituted under the laws of Jersey acting by:

ALEX KING

who in accordance with the laws of that territory is acting under the authority of the company

IRE - EF III Moss Lane Trustee 1 Limited acting in its capacity as trustee of **IRE - EF III Moss Lane Unit Trust**

Signature in the name of the company:



Authorised signatory

IRE - EF III Moss Lane Trustee 2 Limited acting in its capacity as trustee of **IRE - EF III Moss Lane Unit Trust**

Signature in the name of the company:



Authorised signatory