

DATED 31st OCTOBER 2023

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

BRITANNIA VICTORIA LIMITED

AGREEMENT

pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land lying to the south side of Daisy Bank Road and Land on the east side of
Laindon Road, Manchester

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/AAD/EVD3001/4051

THIS AGREEMENT is made the 31 day of OCTOBER 2023

BETWEEN.

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”), AND
- (2) **BRITANNIA VICTORIA LIMITED** (incorporated in England and Wales with company number 13679976) whose registered office is at 160-164 Wellington Road, Withington, Manchester, M20 3FU (the “**Owner**”)

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B The Owner is the freehold owner of the majority of the Site registered at the Land Registry with Title Absolute under Title Numbers GM766065 & MAN408406 together with but subject to all matters contained or referred to in the Title Registers thereunder.
- 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 as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.
- F The Owner 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.
- G The Council has determined that the Development in order to comply with the Core Strategy will require the provision of 12 (twelve) Dwellings to be provided as Discounted Market Sales Housing Units in accordance with the provisions of Schedule 5 of this Agreement. The Owner has agreed to provide the Discounted Market Sales Housing Units and to enter into the planning obligations contained herein.
- H The planning purpose of this Agreement is to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations. 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
- I The Owner 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

AGREED TERMS

DEFINITIONS AND INTERPRETATION

1 1 The definitions and rules of interpretation set out in this Clause apply to this Agreement “Act” the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008,

“**Administrative Boundaries of Manchester**” all the wards that together comprise the city of Manchester,

“**Affordable Housing**” affordable housing as defined in the NPPF that will be available to persons who cannot afford to rent or buy housing generally available on the open market,

“**Agreement**” shall mean this agreement,

“**Application**” the application to which the Council gave the reference 135848/FO/202~~1~~ for planning permission for the erection of a residential development (Use Class C3), comprising 72 units, along with associated hard and soft infrastructure, access and associated works following demolition of existing buildings,

“**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 Commencement will be deemed to have taken place whether it takes place on the Site or on the land adjacent to the Site,

“**Completion of Construction**” the date upon which a valid certificate of completion shall have been issued in respect of the relevant number of Dwellings 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,

“Core Strategy” means the Manchester Core Strategy (adopted 11th 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” the development undertaken on the Site pursuant to the Planning Permission as specified in the Application “Developed” shall be construed accordingly,

“Dwelling” a unit of accommodation to be constructed on the Site as part of the Development pursuant to the Planning Permission and “Dwellings” shall be construed accordingly

“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

“Interest” interest at 4% (four per cent) above the base lending rate of the Bank of England from time to time

“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,

“Management Fee” shall mean 15% of the planning application fee which equates to £3,884 25 (three thousand eight hundred and eighty four pounds and twenty five pence) to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein,

“NPPF” the National Planning Policy Framework issued in July 2021 being the framework setting out the Government’s planning policies for England and how these are expected to be applied as may be amended or any replacement of the same,

“Occupation” means occupation of any part of the Development for the purposes permitted by the Planning Permission but does not include use by personnel whilst engaged in construction, fitting out or decoration of the Dwellings or occupation for marketing or display or occupation in relation to security operations and “Occupy” and “Occupied” shall be construed accordingly,

“Plan” the plan attached to the Agreement,

“Planning Obligations” shall mean the obligations of the Owner 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,

“Regulations” the Community Infrastructure Levy Regulations 2010

“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

“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 9 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 Owner 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 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 Owner

3 CONDITION PRECEDENT

3 1 This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses , 9, 11, 15, 17 and 18 which shall have immediate effect

4 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 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

5 THE OWNER'S COVENANTS

5 1 The Owner on behalf of himself 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 his part contained in this Agreement including those obligations set out in Schedules [3] and 5 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

6 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

7 DISPUTE RESOLUTION

7 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 or be appointed by agreement between the Council and the Owner

7 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

7 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) 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

7 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

8 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

9 CHANGE IN OWNERSHIP & LIABILITY

9 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

9 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 save that liability for the Additional Discount Market Sales Housing Contribution shall subsist after any person has parted with its 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 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

11 LOCAL LAND CHARGE

11 1 This Agreement is a Local Land Charge and shall be registered as such by the Council

11 2 The Council will upon receipt of a written request of the Owner 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

11 3 The costs of registration and cancellation pursuant to clause 11 2 above shall be met by the Owner if requested by the Council

12 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 granted (whether or not on appeal) after the date of this Agreement

13 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

14 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 at their last known address,

15 FEES

15 1 The Owner shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this agreement

15 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

15 4 The Owner shall pay forthwith to the Council the Management Fee

16 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

17 JURISDICTION

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

18 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

EXECUTED as a deed by the parties on the day and year first hereinbefore appearing

SCHEDULE 1

The Site

Land lying to the south side of Daisy Bank Road and Land on the east side of Landon Road ,
Manchester, registered with freehold title absolute under title numbers GM766065 and MAN408406
respectively and shown for the purposes of identification only edged red on the Plan



LOCATION PLAN
1:1250@A3

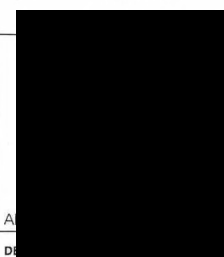


PLANNING

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REVISION	DATE	DESCRIPTION
A	25/10/22	A



CLIENT: BRITANNIA GROUP

PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT

ADDRESS: VICORIA PARK PROBATION CENTRE

DRAWING TITLE: LOCATION PLAN

SCALE: 1:1250@A3

DATE: JULY 2022

DRAWING NO: A662_P_001A

OLLIER SMURTHWAITE ARCHITECTS

40 King Street, Manchester, M2 6BA
T 0161 883 0838
F 0161 883 0839
E mail@olliersmurthwaite.com

SCHEDULE 2

Draft Planning Permission

SCHEDULE 3

THE OWNER'S GENERAL 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

Application no. 135848/FO/2022
Date registered valid: 23 December 2022
Proposal: Erection of a residential development (Use Class C3), comprising 72 units, along with associated hard and soft infrastructure, access and associated works following demolition of existing buildings
Address: Site Of Former Victoria Park Probation Centre , Landon Road, Manchester , M14 5YJ
Ward(s): Rusholme Ward
Applicant: Britannia Victoria Limited
Agent (if any): Lauren Neary Avison Young
Case officer: Sue Wills
Tel 0161 234 4524
Email sue.wills@manchester.gov.uk

Conditions and informative

1) The development must be begun not later than the expiration of three years beginning with the date of this permission

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

2) The development hereby approved shall be carried out in accordance with the following drawings and documents:

Location Plan ref: A662-P-001 A,
Existing Elevations plan ref: A662-P-016;
Maintenance block plan ref: A662-P-103;
Street Elevations plan ref: A662-P-110 A;
Street Elevations plan ref: A662-P-111 A,
House type 6 A elevation ref: A662-P-168A,
House type 6A section ref: A662-P-175;
Block 1 roof plan ref: A662-P-202A;
Block 1 Elevations plan ref: A662-P-210C,
Block 1 Sections plan ref: A662-P-220B;
Blocks 2 , 5 and 76 elevations plan ref. A662-P-310A,
Block 3 elevation plan ref: A662-P-410,
Block 4 elevation plan ref: A662-P-510,
Block 4 elevation plan ref. A662-P-610,
Block 8 elevation plan ref: A662-P-810;
House type 4A Envelope Section Detail plan ref. A662-P- 901;
Design and Access Statement dated October 2022,
Air Quality Assessment dated October 2022 ref. VPPC-BWB-XX-ZZ-LA-RP-0001-AQA;
Floor Areas Schedule ref: A662-P- 901 rev.E;

Broadband Connectivity Assessment Issue 1 2 20 12 2022,
Construction Methodology and Management Strategy dated October 2022,
Crime Impact Statement Version ref.2022/0422/CIS/01, Version B dated 25.10 22;
Environmental Standards Statement ref 2482-CWC-XX-XX-RP-002 dated
22 10.2022,
Fire Statement ref: MA22098 dated 13.10.2022,
Copy of Public Consultation invitation,
Lighting Impact Assessment ref PPC-BWB-00-XX-RP-E-0001_LIA dated October
2022,
Local Labour Agreement dated 31.10 22,
Demolition Method Statement /Risk Assessment ref. A2466 dated 31.08 2022,
Outline Fire Safety Strategy rev 02 dated 16.12.2022,
Television and Radio Reception Impact Assessment version 1.2,
Utility Planning Statement ref: 2482-CWC-XX-XX-RP-ME-0001 dated 30th
September 2022,
Topographical Survey plan ref A6622-P-003;
Preliminary Ecological Assessment and Preliminary Roost Assessment Issue 2
23.09.2022,
Archaeological Desk Based Assessment ref: SA/2022/102 Version 1 dated
September 2022
Phase 1: Preliminary Risk Assessment ref CL-602-LKC 21 1679-01 dated August
2022;
Phase 2 Geo-environmental Investigation , Risk Assessment and remediation
strategy ref: CL-602-LKC 21 1679-02 dated September 2022;
Received 23rd December 2023

Agent email 6th December 2022 regarding viability ,
Agent email 6th January 2023 regarding viability ,
Flood Risk Assessment and Outline Drainage Strategy ref: FRA 22 1121 v3 dated
January 2023 received 19th January 2023,
Viability Assessment Dated December 2022 received 2nd March 2023

Stage 1 Road Safety Audit Response Report Ref 82328-CUR-XX-XX-T-TP-00004
Revision: P02 Issue Date: 27 February 2023 received 21st February 2023

Daylight and Sunlight report ref: 2220 dated 09 March 2023,
received 15th March 2023

Access, House Type 6A Plan (A662_P_156C), Block 1 Plans (A662_P_200F); Block
1 Plans (A662_P_201F); Block 2, 5 and 7 Plans (A662_P_300B), Block 3 Plans
(A662_P_400B); Block 4 Plans (A662_P_500B); Block 6 Plans (A662_P_600B);
Block 8 Plans (A662_P_800B),
Received 11th April 2023;

LA90 dated received 11th April 2023;

Access plan ref: A 662 -P- 102 rev.B, received 18th April 2023;

Letter from Arcon Housing Association regarding affordable housing dated 22nd
May 2023.

Viability Assessment review received 23rd May 2023.

Victoria Park Environmental Standards Statement Ref: 2482-CWC-XX-XX-RP-0002
dated 31.05.2023,

Noise Impact Assessment report ref: 30113/NIA1 rev 2 dated 1 June 2023,

Block plan ref A 662 -P- 002 rev.H,

Servicing plan ref A 662 -P- 101 rev D,

Arboricultural Impact Assessment and Method Statement revision D Ref:

MG/6765/AIA&AMS/REVD,'

Tree protection plan (sheet 1 of 2) - Demolition Phase 6785 .04 rev D,

Tree protection plan (sheet 2 of 2) - Construction Phase 6785 05 rev D;

Landscaping Plan ref 6765.03 rev D;

Transport Statement ref 82328-CUR-XX-XX-T-TP-00001 Revision: P07 Issue

Date: 05 June 2023,

Interim Travel Plan ref 82328-CUR-XX-XX-T-TP-00002 Revision: P06 Issue Date

05 June 2023;

received 2nd June 2023

External Works Details (wall and railing design and railing above plinth boundary
treatment) plan ref A662-P-920,

External Works plan ref A 662 -P- 105 rev.F,

Site Plan ref A 662 -P- 100 rev.V received 22nd June 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
(2012).

3) a) Prior to the commencement of enabling works and notwithstanding the
Construction Methodology and Management Strategy dated October 2022, a
detailed construction management plan outlining working practices during
development shall be submitted to and approved in writing by the local planning
authority, which for the avoidance of doubt should include (where necessary);

- o The routing of construction traffic;

- o Detail the vehicular activity associated with the construction including appropriate
swept path assessment;

- o Details of the location and arrangements for contractor parking,

- o The identification of the vehicular access points into the site;

- o Identify measures to control dust and mud, including on the surrounding public
highway including details of how the wheels of contractor's vehicles are to be
cleaned during the construction period,

- o Sheeting of construction vehicles,

- o The details of an emergency telephone contact number for the site contractor to be displayed in a publicly accessible location,

- o A highway dilapidation survey including photographs and commentary on the condition of carriageway/footways on construction vehicle routes surrounding the site, and,

- o Identify measures to reduce noise emissions,

- b) Prior to the commencement of development (save for enabling works) and notwithstanding the Construction Methodology and Management Strategy dated October 2022, a detailed construction management plan outlining working practices during development shall be submitted to and approved in writing by the local planning authority, which for the avoidance of doubt should also include the items as listed in part a) of this condition

Enabling works and development shall be carried out in accordance with the approved construction management plans.

Reason - To safeguard the amenities of nearby residents and highway safety pursuant to policies SP1, EN9, EN19 and DM1 of the Manchester Core Strategy (2012).

- 4) Prior to above ground works, samples and specifications of all materials to be used on all external elevations of the development shall be submitted to and approved in writing by the City Council as local planning authority. The development shall be carried out in accordance with the agreed details.

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, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

- 5) Prior to above ground works , full detailed designs (including specifications) of all on site and off site highways works (including any Traffic Regulation Orders,) and a delivery sequence, shall be submitted to and approved in writing by the City Council as local planning authority. The highway works shall be implemented in accordance with the approved details and approved delivery sequence, and all the agreed works shall be completed prior to the first dwelling unit being occupied .

Reason - In the interests of highway safety, pursuant to policy T1 of the Manchester Core Strategy (2012).

- 6) The car parking indicated on the approved plans for the dwellings (including apartments), shall be surfaced, demarcated and made available for use prior to the

associated dwellings (including apartments), hereby approved being occupied. The car parking shall then be available at all times whilst the dwellings (including apartments), are occupied

Reason - To ensure that there is adequate car parking for the development proposed when the building is occupied, pursuant to Policies T2, SP1 and DM1 of the Manchester Core Strategy (2012)

7) Prior to above ground works commencing for the development, finalised detailed elevational designs of the proposed cycle stores for the dwellinghouses and the apartments, and provision for the apartments in block 4 shall be submitted to and approved in writing by the City Council as local planning authority. The cycle stores shall be implemented in accordance with the approved details, and all the agreed works shall be completed prior to the proposed accommodation being brought into use, and be retained thereafter .

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, T2, EN6 and DM1 of the Manchester Core Strategy (2012) and the guidance provided within the National Planning Policy Framework and the Guide to Development in Manchester Supplementary Planning Document and Planning Guidance.

8))Before the development hereby approved is first occupied, a Full Travel Plan shall be submitted to and agreed in writing by the City Council as Local Planning Authority. In this condition a Travel Plan means a document which includes

- i) the measures proposed to be taken to reduce dependency on the private car by those attending or employed in the development
- ii) a commitment to surveying the travel patterns of staff during the first three months of use of the development and thereafter from time to time
- iii) mechanisms for the implementation of the measures to reduce dependency on the private car
- iv) measures for the delivery of specified travel plan services
- v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car

b) Within six months of the first occupation of the development (or an alternative timescale to be agreed in writing with the Local Planning Authority), a revised Travel Plan, which takes into account the information about travel patterns gathered pursuant to item (ii) above, shall be submitted to and approved in writing by the City Council as local planning authority for the development. Any Travel Plan which has been approved by the City Council as local planning authority shall be implemented in full for the development at all times when the development hereby approved is in use.

Reason - To assist promoting the use of sustainable forms of travel to the development, pursuant to policies SP1, T2 and DM1 of the Manchester Core Strategy (2012) and the Guide to Development in Manchester SPD (2007).

9) a) Prior to above ground works , a scheme for electric vehicle charging and any other considerations shall be submitted to and approved in writing by the City Council as local planning authority.

b) Prior to occupation of the development any agreed mitigation measures shall be implemented and verified as such in writing by the City Council as local planning authority and shall remain in situ whilst the use or development is in operation

Reason - To secure a reduction in air pollution from traffic or other sources in order to protect existing and future residents from air pollution, pursuant to policies EN16, SP1 and DM1 of the Manchester Core Strategy (2012).

10) a) Notwithstanding the depth of fill to the garden areas of apartment block referenced in Phase 1 Preliminary Risk Assessment ref CL-602-LKC 21 1679-01 dated August 2022, and Phase 2 Geo-environmental Investigation , Risk Assessment and remediation strategy ref CL-602-LKC 21 1679-02 dated September 2022,

finalised details of the depth and type of materials of fill to the garden areas of apartment block , appropriate to enable planting of hedging, trees and shrubs , shall be submitted to and approved in writing by the City Council as local planning authority prior to above ground works. The development shall be implemented in accordance with the approved scheme.

b) Prior to above ground works , details of gas mitigation measures and the plots where these measures would be incorporated , shall be submitted to and approved in writing by the City Council as local planning authority.

The development shall be implemented in accordance with the approved scheme

c) When the development commences, the development shall be carried out in accordance with the 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.

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 EN18 of the Manchester Core Strategy (2012).

11) a) Before the development commences a scheme for acoustically insulating the proposed residential accommodation against noise from Daisy Bank Road and Landon Road shall be submitted to and approved in writing by the City Council as local planning authority. There may be other actual or potential sources of noise which require consideration on or near the site, including any local commercial/industrial premises.

The potential for overheating shall also be assessed and the noise insulation scheme shall take this into account. The approved noise insulation and ventilation scheme shall be completed before any of the dwelling units are occupied.

Noise survey data shall include measurements taken during a rush-hour period and night time to determine the appropriate sound insulation measures necessary

b) Prior to first occupation of the residential units, a verification report shall 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 the internal 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 internal noise criteria.

Reason - To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance and to reduce the potential for overheating, pursuant to policy DM1 of the Manchester Core Strategy (2012).

12) a) The development shall be implemented in accordance with the Waste Management Strategy received on 23rd December 2022 and Site Plan ref A 662 - P- 100 rev V; Servicing plan ref. A 662 -P- 101 rev.D

The servicing plan shall remain in situ whilst the dwellings and apartments are occupied.

b) Finalised details of the design of the bin stores 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.

Reason - In the interests of amenity and public health, pursuant to policies EN19 and DM1 of the Manchester Core Strategy (2012).

13) a) Externally mounted ancillary plant, equipment and servicing 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 commencement of the use hereby approved the scheme 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 The scheme shall be implemented in full before the use commences or as otherwise agreed in writing by the City Council as local planning authority.

b) Prior to the operation of the scheme a 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, in order to protect future residents from noise disturbance, pursuant to policy DM1 of the Manchester Core Strategy (2012).

14) The development shall only be carried out in accordance with sections 3 and 4 in the Crime Impact Statement Version ref.2022/0422/CIS/01, Version B dated 25.10.22, and the agreed measures shall be retained and maintained thereafter.

The development hereby approved shall not be occupied or used until the Council as local planning authority has acknowledged in writing that it has received written confirmation of a secured by design accreditation for that the development

Reason - To reduce the risk of crime pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and to reflect the guidance contained in the National Planning Policy Framework.

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

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution, pursuant to national policies within the NPPF and NPPG and policies EN08 and EN14 in the Manchester Core Strategy (2012).

16) 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:

Verification report providing photographic evidence of construction as per design drawings, which shall include flow control and attenuation components,

As built construction drawings if different from design construction drawings,

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.

Management and maintenance plan for the culverted ordinary watercourses which shall include confirmation of responsible party

Evidence of post-installation survey and post-piling survey to confirm culvert integrity.

Reason- To manage flooding and pollution and to ensure that a managing body is in place for the sustainable drainage system and a maintenance mechanism for the lifetime of the development, pursuant to policies EN8, EN14, EN17 and DM1 of the Manchester Core Strategy (2012)

17) No development works shall take place (other than works to trees) until a programme of archaeological works has been implemented in accordance with a Written Scheme of Investigation (WSI) has been submitted to and approved in writing by the local planning authority. The WSI shall cover the following

- 1 A phased programme and methodology of investigation and recording to include
 - archaeological evaluation trenching,
 - pending the results of the above, a targeted open-area excavation.
2. A programme for post-investigation assessment to include
 - production of a final report on the results of the investigations and their significance.
3. Deposition of the final report with the Greater Manchester Historic Environment Record.
4. Dissemination of the results of the archaeological investigations commensurate with their significance.
5. Provision for archive deposition of the report and records of the site investigation
- 6 Nomination of a competent person or persons/organisation to undertake the works set out within the approved WSI.

Reason- In accordance with NPPF policy 16, paragraph 205 To record and advance understanding of the significance of any heritage assets to be lost (wholly or in part) and to make this evidence (and any archive generated) publicly accessible, and pursuant to policies EN3 and DM1 of the Manchester Core Strategy (2012)

18) The development shall be implemented in accordance with the Lighting Impact Assessment ref. PPC-BWB-00-XX-RP-E-0001_LIA dated October 2022.

Reason - To ensure adequate lighting within the development and to ensure full accessibility within the public realm works, and would not adverse impact on protected species pursuant to policies SP1 and policy DM1 of the Manchester Core Strategy (2012).

19) If , when the lighting units are illuminated, they cause glare or light spillage which is in the opinion of the City Council as Local Planning Authority to the detriment of adjoining and nearby residential properties, such measures as the Council as Local Planning Authority confirm in writing that they consider necessary including baffles and/or cut-offs shall be installed on the lighting units and adjustments shall be made

to the angle of the lighting units and the direction of illumination, which shall thereafter be retained in accordance with details which have received the prior written approval of the Local Planning Authority.

Reason - In order to minimise the impact of the illumination of the lights on the occupiers of existing and proposed nearby residential accommodation, pursuant to policies SP1 and policy DM1 of the Manchester Core Strategy (2012)

20) The shower room windows in the western and eastern elevations of the apartment block on plan refs. A662-P-103 , Block 1 A662-P- 200F , and Block 1 Plans A662_P_201F, shall be obscurely glazed to a specification of no less than level 5 of the Pilkington Glass Scale or such other alternative equivalent , and maintained in perpetuity

Reason - In the interest of privacy and to protect the amenity and living conditions of adjacent properties and in accordance with policies EN1, SP1 and DM1 of the Manchester Core Strategy(2012)

21) The windows at first floor level in the rear (eastern) elevation of Block 8 on plan refs. A662-P-800 B, and Block 8 A662-P- 810 , shall be obscurely glazed to a specification of no less than level 5 of the Pilkington Glass Scale or such other alternative equivalent , and maintained in perpetuity .

Reason - In the interest of privacy and to protect the amenity and living conditions of adjacent properties and in accordance with policies EN1, SP1 and DM1 of the Manchester Core Strategy(2012).

22) No removal of or works to any trees or shrubs or works to or demolition of buildings or structures that may be used by breeding birds shall take place during the main bird breeding season 1st March and 31st August inclusive, unless a competent ecologist has undertaken a careful, detailed check of vegetation for active birds' nests immediately before the vegetation is cleared 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 - In order to provide protection to nesting birds, pursuant to Policy EN15 of the Manchester Core Strategy (2012)

23) The development hereby permitted shall not be occupied until the bat and bird boxes have been installed accordance with details shown on the submitted plan Landscape Proposals (Drawing number 6765.03 Rev D).
The biodiversity enhancement measures shall be implemented in accordance with the approved scheme, prior to the occupation of the buildings, and retained at all times thereafter.

Reason - To ensure that landscape and ecology management is adequately in place and to ensure the longevity of new planting in different areas of the site and to comply with policy EN15 of the Manchester Core Strategy (2012)

24) a) The landscaping scheme for the development shall be implemented in accordance with Landscape Proposals ref: 6765.03 revD and the External Works plan ref A 662 -P- 105 rev.F received 22nd June 2023. E

b) The approved landscaping scheme and arrangements for management and maintenance shall be implemented not later than 12 months from the date the buildings are first occupied. If within a period of 5 years from the date of the planting of any tree or shrub, that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local planning authority, seriously damaged or defective in the development, another tree or shrub of the same species and size as that originally planted shall be planted at the same place within the development.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Manchester Core Strategy (2012)

25) In this condition "retained tree" means an existing tree, shrub or hedge which is to be as shown as retained on the approved plans Tree protection plan (sheet 1 of 2) - Demolition Phase 6785 .04 rev.D ; Tree protection plan (sheet 2 of 2) - Construction Phase 6785 .05 rev.D received 2nd June 2023, specified in condition no 2 and particulars, and paragraphs (c) and (d) below shall have effect until the expiration of 5 years from the date of the first occupation of the development for its permitted use.

(a) Finalised details of how the foundations will be constructed to prevent damage or loss to the retained trees and their root systems in proximity to the apartment block, block 8 terrace of houses and the detached house adjacent to no.14 Merwood Road shall be submitted to and approved in writing prior to the implementation of the foundations to those dwellings . The development shall be implemented in accordance with the approved scheme

(b) A tree consultant must be present during excavations of the foundations to supervise and ensure the roots are protected. The development shall be carried out in accordance with the agreed method statement. All tree work should be carried out by a competent contractor in accordance with British Standard BS 3998 "Recommendations for Tree Work"

(c) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the local planning authority. Any topping or lopping approved shall be carried out in accordance with British Standard 5387 (Trees in relation to construction)

(d) If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the local planning authority.

(e) The erection of fencing for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the local planning authority

Reason - In order avoid damage to trees/shrubs adjacent to and within 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 (2012)

26) a) The development shall be implemented in full accordance with the measures set out in Chapter 9 of the Victoria Park Environmental Standards Statement Ref 2482-CWC-XX-XX-RP-0002 dated 31.05.2023 received 2nd June 2023.

b) A post construction review certificate/statement shall be submitted for approval for the development, within a timescale that has been previously agreed in writing for the development, to the City Council as Local Planning Authority

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 (2012) and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework.

27) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no part of the development shall be used for any purpose other than the purpose(s) of Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

Reason - In the interests of residential amenity, 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 Manchester Core Strategy (2012) and the guidance contained within the National Planning Policy Framework.

28) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking and re-enacting that Order with or without modification) the apartments hereby approved shall be used only as private dwellings (which description shall not include 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) and for no other purpose (including any other purpose in Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as amended by The Town and Country Planning (Use Classes) (Amendment) (England) Order 2010, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification) other than the purpose(s) of Class C3(a) For the avoidance of doubt, this does not preclude two unrelated people (who are not part of a single household or otherwise) sharing a property

Reason - 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 Manchester Core Strategy (2012) and the guidance contained within the National Planning Policy Framework.

29) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no garages, extensions, porches, roof alterations or outbuildings shall be erected onto the dwellings within the development hereby approved other than those expressly authorised by this permission.

Reason - To safeguard the amenities of the occupiers of nearby residential accommodation, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012)

30) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking and re-enacting that Order with or without modification) no windows shall be inserted into the elevations of the dwellinghouses hereby approved other than those shown on the approved drawings specified in condition 2.

Reason - In the interests of residential amenity pursuant to policy SP1 and DM1 of the Manchester Core Strategy (2012).

31) Notwithstanding the Town and Country Planning (General Permitted Development) Order 2015 as amended by the Town and Country Planning (Permitted Development and Miscellaneous Amendments) (England) (Coronavirus) Regulations 2020 or any legislation amending or replacing the same, no further development in the form of upward extensions to the buildings shall be undertaken save where it is authorised by the granting of planning permission

Reason - In the interests of protecting residential amenity and visual amenity of the area in which the development is located pursuant to policies DM1 and SP1 of the Manchester Core Strategy (2012).

32) a) The wall and railing boundary treatment to the Daisy Bank Road Road frontage, and the railing above plinth design treatment to the front garden of Block nos . 5,6, 7 and 8, shall be implemented in accordance with External Works details plan ref: A662-P-920 . Finalised details of the railings shall be submitted approved in writing by the City Council as local planning authority, prior to implementation.

b) Notwithstanding the boundary treatment details annotated on the External Works plan ref. A 662 -P- 105 rev.F received 22nd June 2023, ; finalised details of the boundary treatment to rear gardens and the eastern and southern boundary of the site , including finalised location and elevational designs shall be submitted approved in writing by the City Council as local planning authority, prior to implementation

The approved scheme shall be implemented in full before the dwellings are first occupied and retained as such thereafter.

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, EN1 and DM1 of the Manchester Core Strategy (2012), and the guidance provided within the Guide to Development in Manchester Supplementary Planning Document and Planning Guidance.

33) a) Prior to above ground works , details of a Local Benefit Proposal, in order to demonstrate commitment to recruit local labour for the duration of the construction of the development, shall be submitted for approval in writing by the City Council, as Local Planning Authority The approved document shall be implemented as part of the construction of the development

In this condition a Local Benefit Proposal means a document which includes:

i) the measures proposed to recruit local people including apprenticeships
ii) mechanisms for the implementation and delivery of the Local Benefit Proposal
iii) measures to monitor and review the effectiveness of the Local Benefit Proposal in achieving the objective of recruiting and supporting local labour objectives

(b) Within one month prior to construction work being completed, a detailed report which takes into account the information and outcomes about local labour recruitment pursuant to items (i) and (ii) above shall be submitted for approval in writing by the City Council as Local Planning Authority

Reason - The applicant has demonstrated a commitment to recruiting local labour pursuant to policies SP1, EC1 and DM1 of the Manchester Core Strategy (2012).

Informatives

1) The applicant is advised that any requirements for licensing, hoarding / scaffolding, building maintenance and any associated temporary traffic management arrangements will need discussion and agreement with the council's Highways Applications and Network Resilience teams via Contact Manchester (Tel. 0161 234 5004)

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows

- 1 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 twenty (20) Working Days of receipt of the request
- 2 To issue the Planning Permission within two (2) Working Days of the date hereof

SCHEDULE 5

DISCOUNTED MARKET SALES HOUSING DEFINITIONS AND COVENANTS

The following words and expressions below shall mean as follows -

"Additional Discount Market Sales Housing Contribution"	means in circumstances where a sale of a Discount Market Sales Housing Unit other than as a Discount Market Sales Housing Unit has taken place in accordance with paragraph 5 6, 5 7 or 7 of this Schedule, the lower of the following two amounts (a) 20% of the proceeds of sale, and (b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant Discount Market Sales Housing Unit under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the Discount Market Sales Housing Unit Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the Discount Market Sales Housing Unit Owner in connection with the sale of the Discount Market Sales Housing Unit and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the Discount Market Sales Housing Unit Owner as a result of the disposal of the Discount Market Sales Housing Unit other than as a Discount Market Sales Housing Unit
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the Discount Market Sales Housing Unit, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service
"Compliance Certificate"	means the certificate issued by the Council confirming that a Dwelling is being disposed of as a Discount Market Sales Housing Unit to a purchaser meeting the Eligibility Criteria
"Discount Market Price"	means a sum which is the Market Value discounted by at least 20%

"Discount Market Sales Housing"	means housing that is Affordable Housing and which may be disposed of as a freehold or (in the case of flats only) as a leasehold property at the Discount Market Price
"Discount Market Sales Housing Unit"	means a Dwelling that is also Discount Market Sales Housing
"Discount Market Sales Housing Unit Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a Discount Market Sales Housing Unit other than (a) the Owner, or (b) another developer or other entity to which the freehold interest or leasehold interest in a Discount Market Sales Housing Unit or in the land on which a Discount Market Sales Housing Unit is to be provided has been transferred before that Discount Market Sales Housing Unit is made available and is disposed of for occupation as a Discount Market Sales Housing, or the freehold a tenant or sub-tenant of a permitted letting under paragraph 6
"Disposal"	means for the purpose of this Schedule 3 a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a Discount Market Sales Housing Unit other than (a) a letting or sub-letting in accordance with paragraph 6 (b) a transfer of the freehold interest in a Discount Market Sales Housing Unit or land on which a Discount Market Sales Housing Unit is to be provided before that Discount Market Sales Housing Unit is made available for occupation except where the transfer is to a Discount Market Sales Housing Unit Owner (c) an Exempt Disposal and "Disposed" and "Disposing" shall be construed accordingly
"Eligibility Criteria"	means criteria (if any) published by the Council at the date of the relevant disposal of a Discount Market Sales Housing Unit which are met in respect of a disposal of a Discount Market Sales Housing Unit if (a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (if any), and (b) any or all of criteria (i) (ii) and (iii) below are met (i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria), and/or

	(ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker it being acknowledged that at the date of this Agreement the Council has not prescribed any Eligibility Criteria in respect of the disposal of a Discount Market Sales Housing Unit
"Exempt Disposal"	means the Disposal of a Discount Market Sales Housing Unit in one of the following circumstances (a) a Disposal to a spouse or civil partner upon the death of the Discount Market Sales Housing Unit Owner (b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the Discount Market Sales Housing Unit Owner (c) Disposal to a former spouse or former civil partner of a Discount Market Sales Housing Unit Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 7 shall apply to such sale) Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 6
"Income Cap"	means a local income cap as may be published from time to time by the Council and is in force at the time of the relevant disposal of the Discount Market Sales Housing Unit it being acknowledged that at the date of this agreement the Council has not set an Income Cap
"Key Worker"	means such categories of employment as may be designated and published by the Council from time to time as the "Discount Market Sales Housing Key Worker criteria" and is in operation at the time of the relevant disposal of the Discount Market Sales Housing Unit and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant disposal of the Discount Market Sales Housing Unit shall be the "Key Worker" criteria which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any categories of employment as Key Worker
"Local Connection Criteria"	means such local connection criteria as may be designated and published by the Council from time to time as its "Discount Market Sales Housing Local Connection Criteria" and which is in operation at the time of the relevant disposal of the Discount Market Sales Housing Unit and for the avoidance of doubt any such criteria or replacement

	criteria in operation at the time of the relevant disposal of the Discount Market Sales Housing Unit shall be the "Local Connection Criteria" which shall apply to that disposal it being acknowledged that at the date of this agreement the Council has not designated any criteria as Local Connection Criteria
"Market Dwelling"	means any Dwelling which is not a Discount Market Sales Housing Unit and "Market Dwellings" shall be construed accordingly
"Market Value"	means the open market value as assessed by a Valuer of Dwelling as confirmed to the Council by the a Discount Market Sales Housing Unit Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 20% discount in the valuation
"Mortgagee"	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a Discount Market Sales Housing Unit including all such regulated entities which provide Shan'ah compliant finance for the purpose of acquiring a Discount Market Sales Housing Unit
"Practical Completion"	means the stage reached when the construction of a Discount Market Sales Housing Unit is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed by the a Discount Market Sales Housing Unit Owner and acting in an independent capacity

OBLIGATIONS

- 1 Unless otherwise agreed in writing by the Council, the Owner for and on behalf of itself and its successors in title to the Site with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come covenants with the Council as below save that
 - 1 1 paragraphs 2,3 and 4 shall not apply to a Discount Market Sales Housing Unit Owner,
 - 1 2 paragraphs 5 and 6 apply as set out therein but and for the avoidance of doubt where a Discount Market Sales Housing Unit is owned by a Discount Market Sales Housing Unit Owner they shall apply to that Discount Market Sales Housing Unit Owner only in respect of

the Discount Market Sales Housing Unit owned by that Discount Market Sales Housing Unit Owner, and

1 3 Paragraph 7 applies as set out therein

2. QUANTUM OF DISCOUNT MARKET SALES HOUSING AND COMPLETION REQUIREMENT

2 1 12 (twelve) of the Dwellings on the Site shall be identified reserved and set aside as Discount Market Sales Housing Units (unless otherwise agreed in writing by the Council and the Owner) and shall be provided and retained as Discount Market Sales Housing in perpetuity subject to the terms of this Schedule

2 2 Not to allow Occupation of more than 50% (fifty per cent) of the Market Dwellings on the Site until all Discounted Market Sales Housing Units have been completed in accordance with the requirements of the Planning Permission and this Schedule 5 and made ready for Occupation and written notification of such has been given to the Council

3. SIZE AND LOCATION

3 1 The Discounted Market Sales Housing Units provided within the Site shall be the 12 (twelve) Dwellings shown coloured brown on plan reference number A662-P-203B dated June 2023 annexed ("Approved Plan") or such other Dwellings as the Council shall agree in writing as the Discounted Market Sales Housing Units

4. DEVELOPMENT STANDARD

4 1 All Discounted Market Sales Housing Units shall be constructed to no less than the standard applied to the Market Dwellings

5. DELIVERY MECHANISM

5 1 The Discounted Market Sales Housing Units shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as Discounted Market Sales Housing to a person or person(s) meeting the Eligibility Criteria

5 2 No Discounted Market Sales Housing Units shall be Disposed of (whether on a first or any subsequent sale) unless and until

5 2 1 The Council has been provided with evidence that

5 2 1 1 the intended purchaser meets the Eligibility Criteria

5 2 1 2 the Dwelling is being Disposed of as a Discounted Market Sales Housing Unit at the Discount Market Price and

5 2 1 3 the transfer of the Discounted Market Sales Housing Units includes

5 2 1 3 1 a definition of the "Council" which shall be
"The Council of the City of Manchester"

5 2 1 3 2 a definition of " Discounted Market Sales Housing Provisions" in the following terms

"means the provisions set out in paragraphs 5 1 to 5 7 of Schedule 6 of the S106 Agreement a copy of which is attached hereto as the Annexure "

5 2 1 3 3 A definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [insert date] made between (1) the Council and (2) Britannia Victoria Limited

5 2 1 3 4 a provision that the Property is sold subject to and with the benefit of the Discounted Market Sales Housing Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the Discounted Market Sales Housing Provisions

5 2 1 3 5 a copy of the Discounted Market Sales Housing Provisions in an Annexure

5 2 2 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraph 5 2 1 have been met

5 3 On the first Disposal of each and every Discounted Market Sales Housing Unit to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that Discounted Market Sales Housing Unit of the following restriction

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by The Council of the City of Manchester of [address] Town Hall, Albert Square, Manchester, M60 2LA or their conveyancer that the provisions of clause XX (the Discounted Market Sales Housing Provisions) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

5 4 The owner of a Discounted Market Sales Housing Unit (which for the purposes of this paragraph shall include the Owner and any Discounted Market Sales Housing Unit Owner) may apply to the Council to Dispose of it other than as a Discounted Market Sales Housing Unit on the grounds that either

5 4 1 the Dwelling has been actively marketed as a Discounted Market Sales Housing Unit for six (6) months in accordance with paragraph 5 1 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6)

3



KEY PLAN
1:500

12no. 1 Bed Affordable Apartments



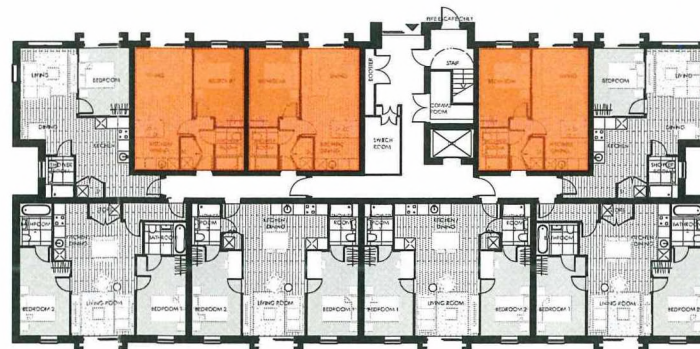
THIRD FLOOR PLAN
1:100



SECOND FLOOR PLAN
1:100



FIRST FLOOR PLAN
1:100



GROUND FLOOR PLAN
1:100

LOCATION OF AFFORDABLE APARTMENTS
1:100@A1

0 5 10 15 20 25 M

PLANNING

REVISION	DATE	DESCRIPTION
B	19/10/23	AMENDED AFFORDABLES TO TYPE 1A
A	13/10/23	AMENDED NUMBER OF AFFORDABLE

CLIENT: BRITANNIA GROUP
PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT
ADDRESS: VICTORIA PARK PROBATION CENTRE
DRAWING TITLE: LOCATION OF AFFORDABLE APARTMENTS
SCALE: 1:100@A1
DATE: JUNE 2023
DRAWING NO: A662_P_203B

OLLIER SMURTHWAITE ARCHITECTS

40 King Street, Manchester, M2 6BA
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months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a Discounted Market Sales Housing Unit but it has not been possible to Dispose of that Dwelling as a Discounted Market Sales Housing Unit in accordance with paragraph 5.2.1, or

- 5.4.2 requiring the Discounted Market Sales Housing Unit Owner to undertake active marketing for the period specified in paragraph 5.4.1 before being able to Dispose of the Dwelling other than as a Discounted Market Sales Housing Unit would be likely to cause the Discounted Market Sales Housing Unit Owner undue hardship
- 5.5 Upon receipt of an application served in accordance with paragraph 5.4 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discount Market Price
- 5.6 If the Council is satisfied that either of the grounds in paragraph 5.4 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 5.4 that the relevant Dwelling may be Disposed of.
- 5.6.1 to the Council at the Discount Market Price, or
- 5.6.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a Discounted Market Sales Housing Unit
- and on the issue of that written confirmation the obligations in this Agreement which apply to Discounted Market Sales Housing shall cease to bind and shall no longer affect that Dwelling apart from paragraph 5.8 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as Discounted Market Sales Housing
- 5.7 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 5.4 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 5.4 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as Discounted Market Sales Housing and the timescale (which shall be no longer than six (6) months) If at the end of that period the owner has been unable to Dispose of the Dwelling as Discounted Market Sales Housing they may serve notice on the Council in accordance with paragraph 5.4 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as Discount Market Sales Housing
- 5.8 Where a Dwelling is Disposed of other than as Discounted Market Sales Housing or to the Council at the Discount Market Price in accordance with paragraphs 5.6 or 5.7 above the owner of the Discounted Market Sales Housing Unit shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional Discounted Market Sales Housing Contribution
- 5.9 Upon receipt of the Additional Discounted Market Sales Housing Contribution the Council shall

5 9 1 within 28 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 5 3 where such restriction has previously been registered against the relevant title and the Council covenants to assist with the removal of such restrictions including responding to any requisitions raised within a reasonable time after being notified of the same

5 9 2 apply all monies received towards the provision of Affordable Housing in the Administrative Boundaries of Manchester

5 10 Any person who purchases a Discounted Market Sales Housing Unit free of the restrictions in this Schedule 6 pursuant to the provisions in paragraphs 5 7 and 5 8 shall not be liable to pay the Additional Discounted Market Sales Housing Contribution to the Council

6. USE

Each Discounted Market Sales Housing Unit shall be used only as the main residence of the Discounted Market Sales Housing Unit Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 6 1 – 6 4 below

6 1 A Discounted Market Sales Housing Unit Owner may let or sub-let their Discounted Market Sales Housing Unit for a fixed term of no more than two (2) years, provided that the Discounted Market Sales Housing Unit Owner notifies the Council in writing before the Discounted Market Sales Housing Unit is Occupied by the prospective tenant or sub-tenant A Discounted Market Sales Housing Unit Owner may let or sub-let their Discounted Market Sales Housing Unit pursuant to this paragraph more than once during that Discounted Market Sales Housing Unit Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a Discounted Market Sales Housing Unit Owner's period of ownership may not exceed two (2) years

6 2 A Discounted Market Sales Housing Unit Owner may let or sub-let their Discounted Market Sales Housing Unit for any period provided that the Discounted Market Sales Housing Unit Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances in paragraphs 6 2 1 – 6 2 6 below

6 2 1 the Discounted Market Sales Housing Unit Owner is required to live in accommodation other than their Discounted Market Sales Housing Unit for the duration of the letting or sub-letting for the purposes of employment,

6 2 2 the Discounted Market Sales Housing Unit Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting,

6 2 3 the Discounted Market Sales Housing Unit Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm,

- 6 2 4 the Discounted Market Sales Housing Unit Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown,
- 6 2 5 the Discounted Market Sales Housing Unit Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy, and
- 6 2 6 the Discounted Market Sales Housing Unit Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person
- 6 3 A letting or sub-letting permitted pursuant to paragraph 6 1 or 6 2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the Discounted Market Sales Housing Unit on terms which expressly prohibit any further sub-letting
- 6 4 Nothing in this paragraph 6 prevents a Discounted Market Sales Housing Unit Owner from renting a room within their Discounted Market Sales Housing Unit or from renting their Discounted Market Sales Housing Unit as temporary sleeping accommodation provided that the Discounted Market Sales Housing Unit remains at all times the Discounted Market Sales Housing Unit Owner's main residence

7. MORTGAGEE EXCLUSION

The obligations in paragraphs 1-6 of this Agreement in relation to the Discounted Market Sales Housing shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual the Discounted Market Sales Housing Unit or any persons or bodies deriving title through such Mortgagee or Receiver PROVIDED THAT

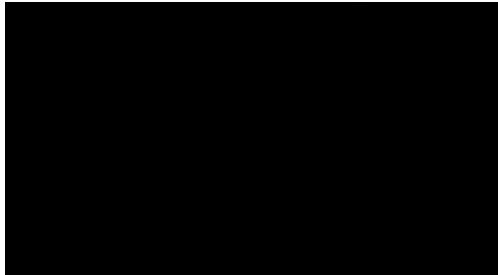
- 7 1 such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant Discounted Market Sales Housing Unit, and
- 7 2 once notice of intention to Dispose of the relevant Discounted Market Sales Housing Unit has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that Discounted Market Sales Housing Unit at its full Market Value and subject only to paragraph 7 3
- 7 3 following the Disposal of the relevant Discounted Market Sales Housing Unit the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional Discounted Market Sales Housing Contribution
- 7 4 following receipt of notification of the Disposal of the relevant Discounted Market Sales Housing Unit the Council shall

7.4.1 forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 5.3, and

7.4.2 apply all such monies received towards the provision of Affordable Housing within the Administrative Boundaries of Manchester

01122025

THE COMMON SEAL of **THE COUNCIL OF THE**
CITY OF MANCHESTER was hereunto affixed in
pursuance of an Order of the Council of the said City:



AUTHORISED SIGNATORY

EXECUTED AS A DEED by **BRITANNIA VICTORIA LIMITED**
acting by a director

DIRECTOR

Signature:

Name (in block capitals) *MOHAMMAD JAMIL*

IN THE PRESE

Signature:

Name: (in block capitals) *NICK GARBER*

Address:

