

Dated

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

DEANSGATE SOF ALLIANCE RESIDENTIALCO LIMITED

Deed of Variation

pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990
relating to land on the north side of Blackfriars Street
in the City of Manchester

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

L/BH/PLA001/84119

THIS DEED is made the

day of

202

BETWEEN **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester ("the **Council**") of the first part and **DEANSGATE SOF ALLIANCE RESIDENTIALCO LIMITED** (company registration number 13118672) whose registered office is situated at One Berkeley Street, London, W1J 8DJ (the "**Owner**" which expression shall include the successors in title and assigns of the Owner) of the second part

RECITALS:

- A. The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) (the "**Act**") for the area in which the Land is situate and by whom the obligations in this Deed are enforceable.
- B. On 28 February 2023 the Council (1) and the Owner (2) entered into an agreement under section 106 of the Act (the "**Planning Agreement**").
- C. The Owner has asked the Council to amend the Planning Agreement as detailed herein and the Council has agreed to enter into this Deed with the Owner in order to effect the requested amendment.

NOW THIS DEED WITNESSETH as follows:

1 Interpretation

In this Deed the words and expressions and phrases shall unless the context requires have the meanings prescribed in the Planning Agreement.

2 Planning Obligations and Operative Powers

2.1 This Deed is made pursuant to Section 106 and Section 106A of the Act

2.2 This Deed creates planning obligations which bind the Land and are enforceable by the Council as local planning authority for the purposes of Section 106 of the Act.

3 Effect of this Deed

Save as varied by this Deed, the Planning Agreement shall remain in full force and effect. This Deed shall take effect on the date of this Deed.

4 Variation to the Planning Agreement

The parties hereto hereby agree that the Planning Agreement shall be read and construed as having been varied as follows:

In the definition of “Calculation Date” the words “for the First Viability Appraisal (if applicable) shall mean the date that is exactly 2 (two) years after the date of this Agreement” are replaced with “for the First Viability Appraisal shall mean the date that is exactly 4 (four) years after the date of 28 February 2023”.

5 Council’s Costs

The Owner covenants to pay to the Council on the date of this Deed of Variation such reasonable sum as is notified in respect of the Council’s legal and administrative costs in connection with this Deed of Variation. 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 it by the terms of this Deed or by statute or at common law.

6 Local Land Charge

This Deed shall be registered as a local land charge by the Council.

7 Miscellaneous

- a. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.

- b. All correspondence in connection with this Deed shall be sent to the Council at the following address or such other address as may be notified from time to time: Planning Department, Ref: 132088/FO/2021, Manchester City Council, PO Box 532, Town Hall, Manchester, M60 2LA.

8 Contracts (Rights of Third Parties) Act 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the parties to this Deed (and any successors in title assigns or statutory successor bodies) shall have any rights under or be able to enforce the provisions of this Deed.

9 Jurisdiction

This Deed is governed by and interpreted in accordance with the laws of England.

IN WITNESS whereof the parties hereto have executed this document as a deed and delivered the day and year first before written

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 DEANSGATE SOF ALLIANCE RESIDENTIALCO LIMITED
acting by a director

DIRECTOR

Signature:

Name: (in block capitals)

IN THE PRESENCE OF

Signature:

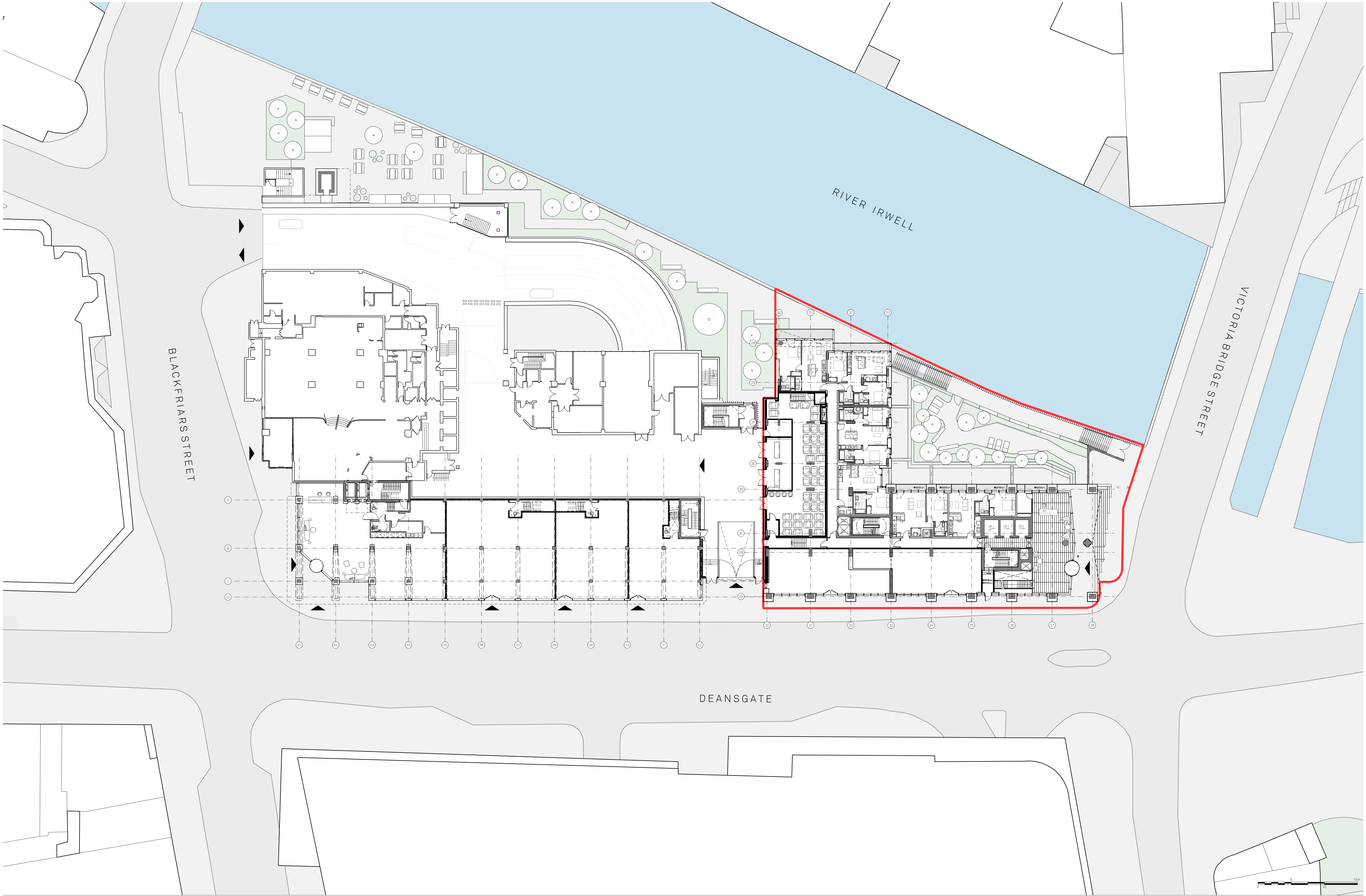
Name (in block capitals)

Address

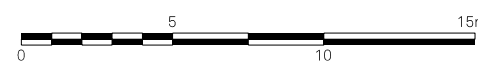
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Occupation

Occupation



- Residential Application Boundary
- Car Park Application Boundary
- Premier House Supporting Columns
- Hotel Ownership Shared Access with Car Park
- Office Application Boundary
- Hotel Application Boundary
- Hotel Supporting Columns



Project Name:		Title:		Scale:	
Renaissance		Residential - Lease Plan		1:250@ A1	
Drawn: FM		Checked: JC		Status: Information	
Project: 150		Drawing No: MP_02_2800		Rev: -	
Details: - 16.09.21		Issued for Information			

Jon Matthews Architects

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