

DATED 25th April 2025

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

GREYWOOD LIMITED and GALLERIA HOMES LTD

- and -

VIEW (HOLDINGS) LIMITED

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at 136 Withington Road,
Whalley Range, Manchester, M16 8FB**

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester, M60 2LA
PLA001/84133

THIS AGREEMENT is made the 25th day of April

2025

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”),
- (2) **GREYWOOD LIMITED** (incorporated in England with company number 12179156) whose registered office is at Adullam London Road, Adlington, Macclesfield, SK10 4DU and **GALLERIA HOMES LTD** (incorporated in England with company number 10046829) whose registered office is at 21 Cronkeyshaw Avenue, Rochdale, OL12 6SQ (the “**Owner**”), and
- (3) **VIEW (HOLDINGS) LIMITED** (incorporated in England with company number 11742662) whose registered office is at Adullam London Road, Adlington, Macclesfield, SK10 4DU (the “**Developer**”)

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
- B The Owner is the freehold owner of part of the Site registered at the Land Registry with title absolute under title number LA222479 together with but subject to all matters contained or referred to in the title register thereunder
- C The Application was submitted by the Developer 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
- D 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 and the Developer entering into this Agreement without which the Planning Permission would not be granted
- E The Owner and the Developer have 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
- F The Council has determined that the Development in order to comply with the Core Strategy should provide a payment of £773,128 (seven hundred and seventy three thousand one hundred and twenty eight pounds) Index Linked being the Maximum Contribution towards the provision of Affordable Housing within the Administrative Boundaries of Manchester However, the Owner and the Developer have stated that there are viability issues affecting the development of the Site and have submitted to the Council documentation in support of this contention The Owner and the Developer have agreed to enter into the planning obligations contained herein requiring them to submit the Viability Appraisal and pay any Viability Payment found to be due in accordance with the provisions contained in this Agreement

G 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

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” shall have the same meaning given to it in policy H8 of the Core Strategy and in the NPPF Annex 2 Glossary as may be amended or any replacement of the same,

“Agreement” shall mean this agreement,

“Application” the application to which the Council gave the reference 136256/FO/2023 for the partial demolition of existing buildings and redevelopment to provide 35 no. residential homes, consisting of 31 apartments (13 x 1 bed and 18 x 2 bed) and 4 townhouses (2 x 2 bed and 2 x 3 bed), landscaping, access and associated works,

“Benchmark Land Value” means £372,500 (three hundred and seventy two thousand and five hundred pound) Index Linked,

“Calculation Date” means on Completion of Construction of 75% (seventy five per cent) of the Dwellings,

“Chartered Surveyor” a professional expert who is a chartered member of the Royal Institution of Chartered Surveyors with a minimum of ten (10) years post-qualification experience,

“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 Phase of Development 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,

“Costs” means the costs to be taken into account for the purpose of the Viability Appraisal as defined in paragraph 014 (reference 10-012-20240214) of the section of the NPPG headed “Viability” as revised 12 February 2024 as the same may be amended or any replacement thereof In addition, the Council will accept in the calculation of Costs

1 the actual costs incurred in relation to the Development prior to and up until the time of submission of the Viability Appraisal, and

2 the estimated costs that remain to be incurred in completing the Development and such details shall be included in the Viability Appraisal,
provided always in the case of points (1) and (2) of this definition that any such actual or estimated costs are amongst those detailed or referred to in paragraph 012 of the NPPG section headed “Viability” (as may be amended or any replacement of the same),

“Development” the development undertaken on the Site pursuant to the Planning Permission as specified in the Application and **“Developed”** shall be construed accordingly,

“Disposal” means

(a) a transfer by sale, or

(b) the grant of a Long Lease,

by the Owner or the Developer of a Dwelling and **“Disposed”**, **“Disposed Of”**, **“Dispose”** and **“Disposals”** 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,

“Forward Funding Arrangement” a commitment to provide funding to assist the development of the project going forward with the sole aim of facilitating either a single sale of the whole or part of the Development, but not necessarily a commitment to purchase the Development or the retention of the

whole or part of the Development by the Developer on Completion of Construction as a Private Rental Sector Investment For the avoidance of doubt funding not provided for the purposes outlined in the previous sentence of this definition but provided for example for the purpose of covering the construction costs of any dwelling that is to be sold on the Open Market to an individual purchaser will not be classed as a Forward Funding Arrangement

“Forward Sale” the committed sale and purchase of the whole or part of the completed Development on agreed terms at a future date as evidenced by binding legal documents which are unconditional as to the sale of the whole or part of the completed Development and the requirement to undertake the construction of the Development and which detail (without limitation) payments made on completion of the sale of the whole or part of the completed Development and during the construction and on completion of the Development,

“GDV” means gross development value as defined in RICS Guidance or any replacement, update or amendment of the same together with the value of any grant funding/public subsidy received in respect of the Development In addition the Council will accept in the calculation of GDV the actual sale and rental prices achieved at the development up to the time of preparation of the Viability Appraisal and detailed therein PROVIDED THAT where in the opinion of the Council a Dwelling

- (a) has not been Disposed Of at a value that is equal to or greater than its Open Market Value, or
- (b) is not yet Disposed Of or not yet sold subject to contract and the advertised price for the Dwelling is not equal to or greater than its Open Market Value then (in either case) the Council may opt in writing to substitute the Open Market Value of the said Dwelling concerned in place of the actual monies received or (if applicable) in place of its advertised price,

“Gross Margin” means the GDV less the Costs,

“Index Linked” adjusted on an annual basis or pro rata per diem from the date of this Agreement to the relevant date of payment in accordance with the Retail Price Index and “Index Linking” shall be construed accordingly,

“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,

“Long Lease” means a lease of a Unit for not less than ninety-five (95) years granted at a premium without reservation of a rack rental,

“Management Fee” shall mean 15% of the planning application fee which equates to £2,425 50 (two thousand four hundred and twenty five pounds and fifty pence) for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein,

“Material Operation” means material operation comprised in the Development as defined by Section 56(2) and (4) of the Act and “Material Operations” shall be construed accordingly,

“Maximum Contribution” the sum of £773,128 (seven hundred and seventy three thousand one hundred and twenty eight pounds) Index Linked,

“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,

“National Planning Practice Guidance” the web based resource revised in respect of its section on viability on 1 September 2019 as the same may be further revised or amended or any replacement of the same which resource is provided by the government of the United Kingdom and brings together in one place planning guidance on various planning related topics and **“NPPG”** shall be construed accordingly,

“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,

“Open Market Sales” means the marketing and sale of individual Dwellings within the Development disposed of at Open Market Value for private sale,

“Open Market Value” means the market value as defined In the IVS definition of market value set out in paragraph 30 on pages 18 to 20 of the section headed "IVS 104 Bases of Value" in Part 6 of the RICS publication titled "RICS Valuation - Global Standards 2017" and issued in June 2017 or any replacement, update or amendment of the same from time to time,

“Permitted Profit Level” means in the case of Open Market Sales when the Gross Margin is equivalent to 20 % (twenty per cent) of the GDV, or in respect of a Pre Sale when the Gross Margin is equivalent to 15% (fifteen per cent) of the GDV ,

“Plan” the plan numbered A686 P 001 at Schedule 1,

“Planning Obligations” shall mean the obligations of the Owner and the Developer specified in Schedule 3,

“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,

“Pre Sale” means a Forward Sale or Forward Funding Arrangement or Private Rental Sector Forward Funding Arrangement of the whole or part of the Completed Development prior to the Calculation Date,

“Private Rental Sector Forward Funding Arrangement” means a Forward Funding Arrangement in which the Owner will retain the whole or part of the Development,

“Private Rental Sector Investment” means a Development that will deliver new-build homes for the private rental market, with all or some of the Dwellings to be retained by the Owner as an investment,

“Regulations” the Community Infrastructure Levy Regulations 2010,

“Retail Price Index” twelve (12) month percentage change in the All Items Retail Price Index published by the Office for National Statistics Centre and in the Monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor,

“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,

“Viability Appraisal” a written appraisal in the form set out in Schedule 5 to assess the Gross Margin in relation to the residential aspect of the Development required to be provided on the Calculation Date in accordance with the provisions of Schedule 3 of this Agreement Further guidance on the format to follow can be found in the RICS Guidance,

“Viability Assessment Fee” the sum of £12,000 (twelve thousand pounds) plus VAT to cover the cost of the Council’s review of the Viability Appraisal in order to determine whether and the extent to which the Development can support a requirement to provide the Viability Payment,

“Viability Payment” a payment required to be made by the Owner or the Developer to the Council if the Viability Appraisal shows that the Permitted Profit Level as assessed will be achieved and will be 50% (fifty per cent) of the amount by which the Gross Margin exceeds the Permitted Profit Level PROVIDED THAT the Viability Payment shall not exceed the Maximum Contribution The Viability Payment will be payable in accordance with the timescales set out in Schedule 3 hereto,

“Viability Payment Deadline” means the twenty eighth (28th) Working Day next following the later of

(a) the day on which the Council states pursuant to paragraph 4 1 of Schedule 3 that the Viability Appraisal is agreed,

(b) the day on which the Viability Appraisal is agreed in writing between the Owner the Developer and the Council pursuant to paragraph 5 of Schedule 3, and

(c) the day on which the written determination of the Chartered Surveyor is issued pursuant to Clause 7 of the Agreement and paragraph 5 of Schedule 3,

as the case may be,

“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 Developer 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, 18 and 19 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 either of the Owner or the Developer) 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 AND THE DEVELOPER'S COVENANTS

5.1 The Owner and the Developer on behalf of themselves and any person deriving title to any part of the Site from the Owner hereafter hereby covenant 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

6 THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner and the Developer 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 the Owner and the Developer otherwise agree be referred to an Expert or in relation to the reappraisal of viability to a Chartered Surveyor to be appointed by agreement between the Council the Owner and the Developer

7.2 If the Council the Owner and the Developer are unable to agree on the appointment of an Expert or Chartered Surveyor within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert or Chartered Surveyor, then an Expert or Chartered Surveyor shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute or the Royal Institution of Chartered Surveyors as applicable

7.3 Any reference of a dispute to an Expert or Chartered Surveyor shall if the parties are agreed in writing be deemed to be a reference to an expert or chartered surveyor (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 or Chartered Surveyor representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert or Chartered Surveyor 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 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

9 3 The obligations on the part of the Owner contained in this Agreement shall not be enforceable against individual purchasers, owner-occupiers, tenants or occupiers of the Dwellings, nor against those deriving title from them (including their mortgagees), or against any statutory undertakers in relation to any part of the Development acquired by them for electricity sub-stations or pumping stations

9 4 Subject to Clause 9 3 above the obligations on the part of the Owner contained in this Agreement shall not be enforceable against any mortgagee or chargee unless they themselves caused the breach of the Agreement whilst mortgagee in possession, in which case they will be bound by the obligations in relation to any parts of the Site over which they have a legal charge but not further or otherwise as if they were a person deriving title in the Site from the Owner

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 AND LAND REGISTRY ENTRY

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

11 2 The Owner will within 10 Working Days of the date of this Agreement apply to the Land Registry to register a copy of this Agreement against title number LA222479 and will provide the Council with a copy of the application As soon as reasonably practicable following receipt the Owner will supply the Council with copies of the updated register of title

11 3 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 4 The costs of registration and cancellation pursuant to clauses 11 3 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 and the Developer at their registered office,

15 FEES

15 1 The Owner or the Developer 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 or the Developer nor absolve the Owner or the Developer from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law,

15 3 The Owner or the Developer shall on the date hereof pay to the Council the Management Fee,

15 4 When submitting a Viability Appraisal the Owner or the Developer shall pay to the Council the related Viability Assessment Fee within 10 Working Days of receipt from the Council of an invoice detailing the amount

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 WARRANTY AS TO TITLE

The Owner hereby warrants to the Council that the title details recited in this Agreement are complete and accurate in every respect and no other person has an interest in the Site who has not been disclosed to the Council prior to the date hereof

18 JURISDICTION

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

19 COMPLETION

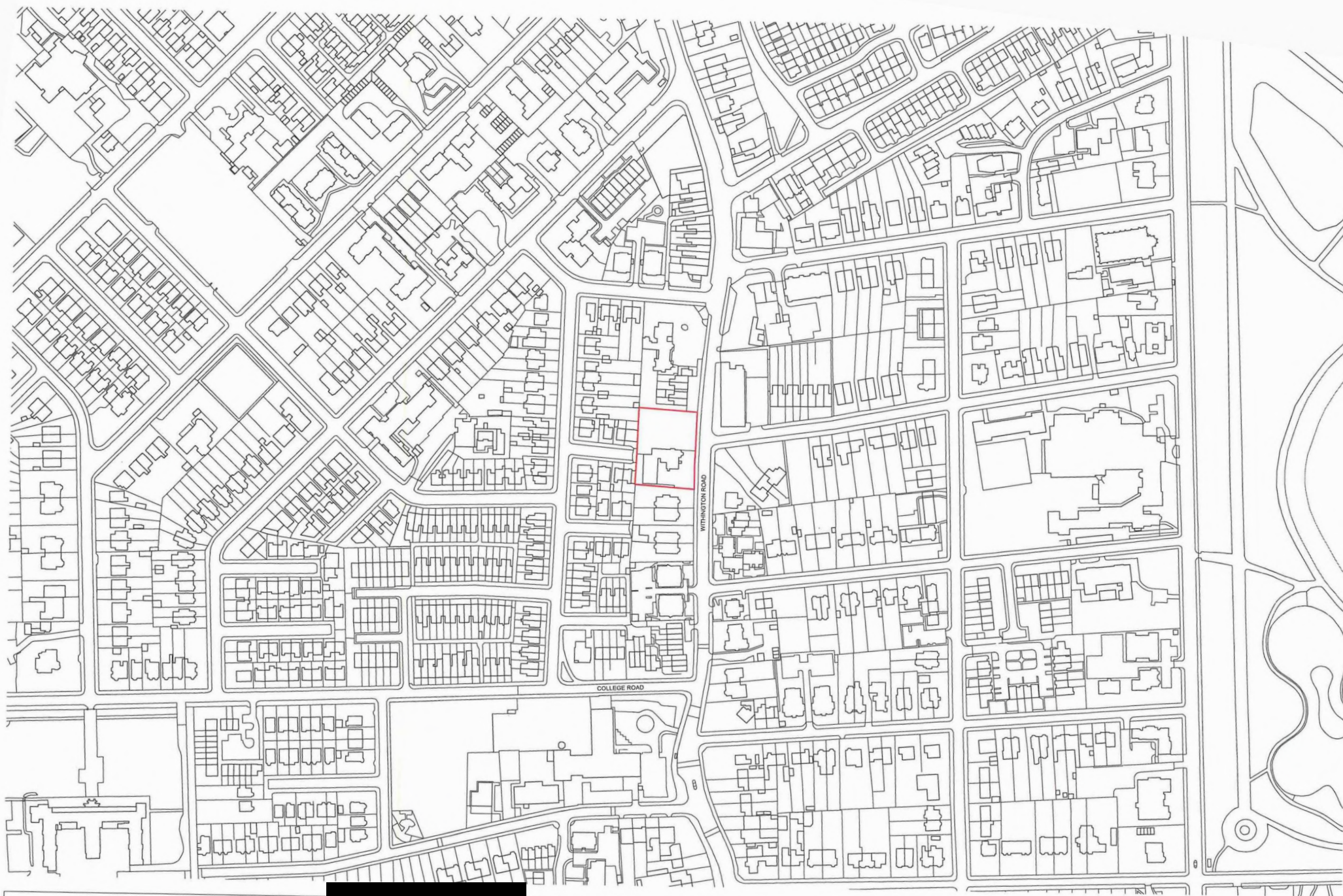
The provisions of this Agreement (other than this clause which shall be of immediate effect) shall be of no effect until this Agreement has been dated

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

SCHEDULE 1

The Site

Land at 136 Withington Road, Whalley Range, Manchester, M16 8FB and shown for the purposes of identification only edged red on the Plan



LOCATION PLAN
1:1250 @A1



IMPORTANT NOTES

REVISION	DATE	DESCRIPTION

CLIENT: VIEWS	
PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT	
ADDRESS: 139 WITHINGTON ROAD, VINHAYLEY FARM, MK16 8FD	
DRAWING TITLE: LOCATION PLAN	
SCALE: 1:1250 @A1	DATE: JUN 2017
DRAWING NO: ADDE_P_001	

OLLIER SMURTHWAITE ARCHITECTS
41 KING STREET, MANCHESTER, M2 6EA
T: 0161 933 0630
F: 0161 933 0631
E: info@olliersmurthwaite.com

SCHEDULE 2

Draft Planning Permission

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Mr Patrick Sheridan
Views Holdings Limited
C/o Agent

Agent (if used)

Miss Louisa Fielden
AshtonHale
Suite 3 Level 3 Astley Building
ABC Buildings
23 Quay Street
Manchester
M3 4AE

Part 1 – Particulars of the application/development

Proposal. Partial demolition of existing buildings and redevelopment to provide 35 no residential homes, consisting of 31 apartments (13 x 1 bed and 18 x 2 bed) and 4 townhouses (2 x 2 bed and 2 x 3 bed), landscaping, access and associated works

Location 136 Withington Road, Manchester, M16 8FB

Date of application 21 February 2023

Application number: 136256/FO/2023

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been **Minded to Approve** 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 application, and the application has been determined in accordance with the policies within the Development Plan

Condition(s) attached to this decision

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 A686_P_001
Proposed Block Plan A686_P_002A

Proposed Site Plan A686_P_003F
Existing Context Elevations A686_P_030
Proposed Lower Ground Floor Plan A686_P_100B
Proposed Upper Ground Floor Plan A686_P_101C
Proposed First Floor Plan A686_P_102B
Proposed Second Floor Plan A686_P_103B
Proposed Roof Plan A686_P_104B
Proposed Front Elevations A686_P_300A
Proposed Rear Elevation A686_P_301A
Proposed Side Elevation (North) A686_P_302A
Proposed Side Elevation (South) A686_P_303B
Proposed Mews Side Elevation (North) A686_P_304
Proposed Mews Side Elevation (South) A686_P_305
Proposed Context Elevations A686_P_310
Proposed Section AA A686_P_400A
Proposed Section BB A686_P_401A Ollier Smurthwaite Architects
Proposed Section CC A686_P_402A Ollier Smurthwaite Architects
Servicing Plan A686_P_500A Ollier Smurthwaite Architects
Access Plan A686_P_501A Ollier Smurthwaite Architects
Maintenance Plan A686_P_502A Ollier Smurthwaite Architects
Section Detail AA A686_P_1000 Ollier Smurthwaite Architects
Section Detail BB A686_P_1001A Ollier Smurthwaite Architects
Softworks GA 321-ZZ-DW-G-L-1000 Ollier Smurthwaite Architects
Area Schedule A686_P_901E Ollier Smurthwaite Architects
Swept Path Analysis Large Car 76585 CUR XX 00 D TP 05001 Rev P03 Curtins
Documents and Reports
Application Form 22nd July 2024 AshtonHale
Covering Letter 22nd July 2024 AshtonHale
Waste Management Strategy July 2024 Ollier Smurthwaite Architects
Air Quality Assessment 28/07/2022 Redmore Environmental
Arboricultural Impact Assessment Version 4 - 03 10 2024 Amenity Tree Care
Acoustic Report 09/08/2023 Lighthouse Acoustic
Broadband Connectivity Assessment 23/09/2023 GTech Surveys Ltd
Construction and Waste Management Plan Within Supporting Planning Statement
Avison Young
Crime Impact Statement 14/12/2022 GMP Design for Security
Daylight and Sunlight Study 18/12/2022 / 25th April 2024 Smith Marston
Design and Access Statement 02/02/2023 Ollier Smurthwaite Architects
Massing Options Document July 2024 Ollier Smurthwaite Architects
Ecology Assessment 26/07/2022 BEK
Environmental Standards Statement November 2022 Element Sustainability
Façade Retention Proposal 10/08/2022 Bell Munro
Flood Risk Assessment and Drainage Strategy 079886-CUR-XX-XX-RP-D-92001
Rev V04 Curtins
Local Labour Agreement February 2023 Avison Young
Heritage Impact Assessment July 2024 Turley
Phase I Preliminary Risk Assessment 28/07/2022 BEK
Structural Inspection and Report 22/05/2020 Holloway Jennings
Structural Survey Report 15/03/2021 Renaissance
Supporting Planning Statement February 2023 Avison Young
Transport Statement 076585-CUR-XX-XX-T-TP-00001 Rev P05 Curtins
Travel Plan 076585-CUR-XX-XX-T-TP-00002 Rev P05 Curtins
Viability Assessment 12/12/2022 Roger Hannah
Reason - To ensure that the development is carried out in accordance with the

approved plans Pursuant to policies SP1 and DM1 of the Core Strategy

3) Above-ground construction works shall not commence until samples and specifications of all materials to be used in the external elevations and hard landscaping around the buildings as detailed on the approved drawings have been submitted to and approved in writing by the City Council as local planning authority Thereafter the development shall be carried out in accordance with those 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, as specified in policies SP1, EN3 and DM1 of the Core Strategy

4) Notwithstanding the supporting information submitted with this application, prior to the commencement of development, including any demolition works, a detailed method statement for all elements of works relating to the retention of 136 Withington Road (including façade retention) shall be submitted to the local planning authority and approved in writing

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, EN3 and DM1 of the Core Strategy

5) Prior to occupation details of security measures shall be submitted to the local planning authority and agreed in writing by the local planning authority The development shall not be occupied or used until the City Council as local planning authority has acknowledged in writing that it has received written confirmation of a secure by design accreditation

Reason - To reduce the risk of crime pursuant to Policy DM1 of the Adopted Core Strategy for the City of Manchester

6) The development hereby approved shall be implemented in full accordance with the measures as set out within the Environmental Standards Statement prepared by Element Sustainability (reference 2021.231), received by the City Council as local planning authority on 21.02.2023.

Within 3 months of the completion of the construction of the authorised development a verification statement shall be submitted to and approved in writing, by the City Council as local planning authority, confirming the incorporation of the specified measures at each phase of the construction of the development, including dated photographic documentary evidence of the implementation and completion of required works

Reason - In order to minimise the environmental impact of the development pursuant to policies SP1, T1-T3, EN4-EN7 and DM1 of the Core Strategy for the City of Manchester 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 be implemented in full accordance with the measures as set out within the Air Quality Assessment prepared by Redmore Environmental (reference 4907r2), received by the City Council as local planning authority on 21.02.2023.

Within 3 months of the completion of the construction of the authorised development a verification statement shall be submitted to and approved in writing, by the City Council as local planning authority, confirming the incorporation of the specified measures at each phase of the construction of the development, including dated photographic documentary evidence of the implementation and completion of

required works

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

8) Prior to the commencement of the development hereby approved, a surface water drainage scheme in accordance with Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards, shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include:

- 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 Details of surface water attenuation to align with the Manchester, Trafford and Salford Strategic Flood Risk Assessment For brownfield sites a minimum of 50% betterment is required for reduction in runoff rate compared to the existing rates with the aim of reducing to the Greenfield runoff rates.

- o A finalised drainage layout showing all components, outfalls, levels and connectivity

- o Hydraulic calculations of the proposed drainage system, including all design parameters. Calculations must include Critical Storm Events for the 1 in 2, 1 in 30 and 1 in 100 + 45% Climate Change Results must demonstrate no surcharge for the 1 in 2, no flooding in the 1 in 30 and no flooding of buildings for the 1 in 100 + 45% Climate Change

- o A plan indicating surface water overland flow routes for extreme events to ensure flows are diverted away from existing and proposed buildings (including basements).

- o Construction details of flow control and SuDS elements

- o A plan indicating easements. SuDS features (including attenuation tanks) should be appropriately positioned, including a 2.5m easement from the existing highway and a 5m easement from any dwellings, guaranteeing accessibility for future maintenance and contingency for asset failure. This practice is in accordance with SuDS Manual (C753).

The development shall be constructed and completed in accordance with the approved details prior to the first occupation/use of the development

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.

9) Prior to the first occupation/use of the development hereby approved details of the implementation, maintenance and management of the surface water drainage scheme, as approved by Condition 7, shall be submitted for approval in writing by the City Council, as Local Planning Authority Those details shall include

- o Verification report providing photographic evidence of constructed flow control and SuDS components as per design drawings approved as part of Condition 7

- o Provide As Built construction drawings OR confirm that they align with the original 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.

The scheme shall be implemented and thereafter managed and maintained in

accordance with the approved details

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 pursuant to Policy DM1 in the Core Strategy Development Plan Document and the policies and guidance within the NPPF and NPPG

10) Prior to first occupation of the development the cycle parking indicated on plan Site Plan reference A686_P_003D received by the local planning authority on 31 July 2024 shall be implemented in full and made available for use. The approved scheme shall remain available for use whilst the development is occupied.

Reason - To ensure there is adequate bicycle parking provision, pursuant to policies DM1, T1 and SP1 of the Manchester Core Strategy

11) Notwithstanding the details set out on plan Site Plan reference A686_P_003d, prior to the commencement of works further details of the car parking layout and arrangement shall be submitted in writing for the approval of the local planning authority. The car parking layout and arrangement as agreed shall be surfaced, demarcated and made available for use prior to the buildings hereby approved being occupied. The car parks shall remain in use at all times thereafter.

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

12) Prior to occupation further details of the provision of electric vehicle charging points shall be submitted in writing for the approval of the local planning authority. These charging facilities shall thereafter be retained for the use of the dwellings.

Reason - To promote sustainable development and in the interests of residential amenity, pursuant to Policies DM1 and EN16 in the Manchester Core Strategy (2012)

13) Within three months of the first use of the development, a revised Travel Plan which is consistent with the Framework Travel Plan submitted as part of the application and which takes into account the information about travel patterns gathered following the opening of the building shall be submitted to and approved in writing by the City Council as local planning authority. 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 assist promoting the use of sustainable forms of travel to the building, pursuant to policies SP1, T2 and DM1 of the Core Strategy and the Guide to Development in Manchester SPD (2007).

14) No development shall take place, including any demolition works, until a construction management plan or construction method statement has been submitted to and approved in writing by the Local Planning Authority. The approved plan/statement shall be adhered to throughout the demolition/construction period. The plan/statement shall provide for:

- o A construction programme including phasing of works,
- o 24 hour emergency contact number;
- o Expected number and type of vehicles accessing the site,
- o Deliveries, waste, cranes, equipment, plant, works, visitors;
- o Size of construction vehicles;
- o The use of a consolidation operation or scheme for the delivery of materials and goods;

- o Phasing of works,
- o Means by which a reduction in the number of movements and parking on nearby streets can be achieved (including measures taken to ensure satisfactory access and movement for existing occupiers of neighbouring properties during construction): Programming, Waste management, Construction methodology; Shared deliveries, Car sharing, Travel planning, Local workforce; Parking facilities for staff and visitors, On-site facilities, A scheme to encourage the use of public transport and cycling,
- o Routes for construction traffic, avoiding weight and size restrictions to reduce unsuitable traffic on residential roads;
- o Locations for loading/unloading, waiting/holding areas and means of communication for delivery vehicles if space is unavailable within or near the site,
- o Locations for storage of plant/waste/construction materials,
- o Arrangements for the turning of vehicles, to be within the site unless completely unavoidable,
- o Arrangements to receive abnormal loads or unusually large vehicles,
- o Swept paths showing access for the largest vehicles regularly accessing the site and measures to ensure adequate space is available;
- o Any necessary temporary traffic management measures;
- o Measures to protect vulnerable road users (cyclists and pedestrians);
- o Arrangements for temporary facilities for any bus stops or routes;
- o Method of preventing mud being carried onto the highway;
- o Methods of communicating the Construction Management Plan to staff, visitors and neighbouring residents and businesses.

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.

15) a Before the development commences a scheme for the storage and disposal of refuse shall be submitted to and approved in writing by the City Council as local planning authority.

New developments shall have refuse storage space for segregated waste collection and recycling. Internal and external storage areas are required.

b The details of the approved scheme shall be implemented as part of the development and shall remain in situ whilst the use or development is in operation.

Reason - In the interests of residential amenity and to secure appropriate arrangements for the storage and collection of segregated waste and recycling, pursuant to policies SP1, EN19 and DM1 of the Core Strategy for the City of Manchester.

16) a Before commencement of the development hereby approved, a report (the Preliminary Risk Assessment) to identify and evaluate all potential sources and impacts of any ground contamination, groundwater contamination and/or ground gas relevant to the site shall be submitted to and approved in writing by the City Council as local planning authority. The Preliminary Risk Assessment shall conform to the City Council's current guidance document (Planning Guidance in Relation to Ground Contamination).

In the event of the Preliminary Risk Assessment identifying risks which in the written opinion of the Local Planning Authority require further investigation, the development

shall not commence until a scheme for the investigation of the site and the identification of remediation measures (the Site Investigation Proposal) has been submitted to and approved in writing by the City Council as local planning authority. The measures for investigating the site identified in the Site Investigation Proposal shall be carried out before development commences and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report and/or Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority. The development shall then be carried out in accordance with the approved Site Investigation Report and/or Remediation Strategy

b Prior to the first use/occupation of the development, a Completion/Verification Report shall be submitted to and approved in writing by the City Council as local planning authority, to validate that the development conforms with the approved Site Investigation Report and/or Remediation Strategy

c In the event of any non-conformity with the approved Site Investigation Report and/or Remediation Strategy, then any further measures that are required to remediate the land shall be carried out. Any required measures/remediation and validation shall continue until conformity has been achieved and agreed in writing by the City Council as local planning authority, prior to first use/occupation of the development.

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 Core Strategy.

17) 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 after development commences, 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 is submitted to and approved in writing by the City Council as local planning authority. The development shall then be carried out in accordance with these details, together with any previously approved 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 Core Strategy

18) a Before the development hereby approved is occupied external lighting shall be designed and installed in accordance with a scheme approved in writing by the City Council as local planning authority so as to control glare and overspill onto nearby residential properties

b Prior to occupation of the development a verification report shall be required to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved light 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 criteria.

Reason - To safeguard the amenities of the occupiers of nearby properties as specified in policies SP1 and DM1 of the Core Strategy

19) a. Notwithstanding the Noise report submitted with the application, before the development commences a scheme for acoustically insulating the proposed residential accommodation against noise from Withington 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 such as the boxing club

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. The following noise criteria shall be required to be achieved when providing adequate ventilation as defined by Approved Document F of the Building Regulations (whole dwelling ventilation).

Bedrooms (night time - 23 00 - 07 00) 30 dB LAeq (individual noise events shall not exceed 45 dB L_{Amax,F} by more than 15 times)

Living Rooms (daytime - 07 00 - 23 00) 35 dB LAeq

Gardens and terraces (daytime) 55 dB LAeq

Higher internal noise levels than those specified above may be allowed when higher rates of ventilation are required in relation to the overheating condition

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 having regard to policies SP1 and DM1 of the Core Strategy and saved policy DC26 of the Unitary Development Plan

20) a. Notwithstanding the Noise report submitted with the application, 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 nonconformity 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 having regard to policies SP1 and DM1 of the Core Strategy and saved policy DC26 of the Unitary Development Plan

21) a) Fumes, vapours and odours shall be extracted and discharged from the premises in accordance with a scheme to be submitted to and approved in writing by the City Council as local planning authority before the use commences.

Mixed use schemes shall ensure provision for internal ducting in risers that terminate

at roof level Schemes that are outside the scope of such developments shall ensure that flues terminate at least 1m above the eave level and/or any openable windows/ventilation intakes of nearby properties.

b) Prior to commencement of the use hereby approved confirmation shall be submitted for the approval of the City Council as local planning authority that the approved scheme has been implemented

Reason - To safeguard the amenities of the occupiers of nearby properties as specified in policies SP1 and DM1 of the Core Strategy

22) No demolition works or vegetation clearance shall take place during the optimum period for bird nesting (1st March - 31st August inclusive) unless nesting birds have been shown to be absent, or, a method statement for the demolition including for the protection of any nesting birds is agreed in writing by the City Council, Local Planning Authority Any method statement shall then be implemented for the duration of the demolition works

Reason - In order to protect wildlife from works that may impact on their habitats pursuant to policy EN15 of the Manchester Core Strategy

23) Notwithstanding the details of the hard and soft landscaping treatment scheme as submitted, further details are required to be submitted in writing by the local planning authority prior to the implementation of above ground works (including details of boundary treatments selected and details of long term maintenance of landscaping). Agreed measures 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, another tree or shrub of the same species and size as that originally planted shall be planted at the same place.

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 Core Strategy.

24) In this condition "retained tree" means an existing tree, which is to be as shown as retained in Arboricultural Method Statement prepared by Amenity Tree and received by the local planning authority on the 06 10 2024, this condition shall have effect until the expiration of 5 years from the date of the first occupation of the development

(a) 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)

(b) 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

(c) 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)

25) 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) none of the residential units hereby approved shall be used for any other purpose (including any other purpose in Class C3 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 C3(a)

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 Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.

26) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking and reenacting 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 reenacting 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

27) 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)

28) a Prior to the commencement of the development, details of a Local Labour 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 Labour 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 Labour Proposal

iii) measures to monitor and review the effectiveness of the Local labour 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).

29) Prior to occupation of the development hereby approved the windows to the south and west elevations of the building as extended shall be made fixed and obscurely glazed to a specification of no less than level 5 of the Pilkington Glass Scale or such other alternative equivalent and shall remain so in perpetuity.

Reason - To protect the amenity and living conditions of adjacent residential property from overlooking or perceived overlooking and in accordance with policies SP1 and DM1 of the Core Strategy

30) Notwithstanding the details submitted, prior to first occupation further drawings shall be submitted in writing to be agreed by the local planning authority in order to further explore access issues into the townhouses. The details of the approved scheme shall be implemented as part of the development and shall remain in situ whilst the use or development is in operation.

Reason - To ensure that satisfactory disabled access is provided by reference to the provisions Manchester Core Strategy (2012) policy DM1.

31) Prior to the commencement of development, notwithstanding the details submitted, additional tree protection measures shall be agreed in writing with Local Planning Authority in relation to construction of car parking spaces which shall include a construction method statement including details of hand dig, proposed build over, location of the car parking spaces, full construction details and confirmation of an arboricultural officer on site during the construction of the spaces.

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)

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

Construction works shall be confined to the following hours.

Monday - Friday: 7.30am - 6pm

Saturday: 8 30am - 2pm

Sunday / Bank holidays. No work

Whilst the building to be demolished has been assessed as very low risk for bats, the applicant is reminded that under Conservation of Habitats and Species (Amendment) (EU Exit) Regulations 2019 it is an offence to disturb, harm or kill bats. If a bat is found all work should cease immediately and a suitably licensed bat worker employed to assess how best to safeguard the bat(s) Natural England should also be informed.

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 AND THE DEVELOPER'S GENERAL COVENANTS

The Owner and the Developer hereby covenant with the Council as follows

1 To notify the Council in writing,

1 1 within five (5) Working Days of Commencement of Development that development has Commenced,

1 2 within 5 (five) Working Days of the date of Completion of Construction of 75% of the Dwellings

VIABILITY REVIEW AT CALCULATION DATE AND VIABILITY PAYMENT

2 Within ten (10) Working Days of the Calculation Date to provide a copy of the Viability Appraisal in order that the Council may instruct a Chartered Surveyor to review the Viability Appraisal and advise the Council on its contents and conclusion

3 Within sixty (60) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owners either -

3 1 Stating that it accepts the Viability Appraisal or

3 2 Correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions

4 In the event that the Council shall have served a notice on the Owner or the Developer pursuant to paragraph 3 2 of this Schedule 3 the Owner the Developer and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Owner the Developer and the Council shall have failed to agree the Viability Appraisal within twenty eight (28) Working Days of the notice served by the Council pursuant to paragraph 3 2 of this Schedule 3, then the matter in dispute shall be referred to the Chartered Surveyor, in accordance with the provisions of Clause 7 with the Chartered Surveyor being requested that he/she should as soon as practicable issue a written determination as to the matter in dispute and a written determination of the correct Viability Appraisal, which both Parties agree will be final and binding upon them (save in respect of manifest error),

5 The Viability Appraisal not by way of limitation shall include and confirm

5 1 the GDV,

5 2 the Costs,

5 3 the Gross Margin, and,

5 4 the Viability Payment, if any

6 Viability Payment

6.1 On or before the Viability Payment Deadline to pay to the Council the Viability Payment (if any) PROVIDED ALWAYS that the Viability Payment does not exceed the Maximum Contribution,

6.2 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 4 of this Schedule 3) shows that a Viability Payment is not due then it is agreed by the Council that the Viability Payment shall not be payable although the Viability Assessment Fee shall still be due,

6.3 If a Viability Payment is due then from the Viability Payment Deadline to cease further Occupation nor permit or allow further Occupation of the Dwellings until payment of the Viability Payment has been received by the Council

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner and the Developer as follows

- 1 To use any Viability Payment towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose
- 2 At the written request of the Owner or the Developer 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
- 3 The Council shall provide written details of any expenditure incurred by the Council using the Viability Payment within 20 Working Days of a written request to do so from the party/person who made the payment to the Council
- 4 To repay to the paying party such sum or sums remaining from the Viability Payment as have not been expended in accordance with paragraph 1 of this Schedule (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend) within ten (10) years of the date of receipt by the Council
- 5 To issue the Planning Permission within two (2) Working Days of the date hereof

SCHEDULE 5

VIABILITY TEMPLATE

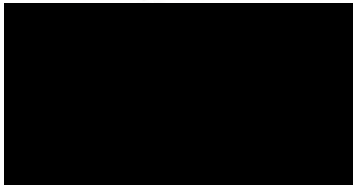
Land at 136 Withington Road, Whalley Range, Manchester, M16 8FB

Permitted Profit Level – based upon 18% of GDV of Open Market Value	£
Costs – Includes (but not limited to) - house build (superstructure), plot costs (incl substructure), infrastructure, overheads and prelims, operating costs, sales incentives	£
Schedule of abnormals TBA	£
Contingency on build costs and abnormals TBA	£
Professional fees on build costs and abnormals TBA	£
Sales and marketing costs TBA	£
Section 106 payments TBA	£
Finance cost of TBA	£
Interest cost on deposits - TBA	£
Tax relief - TBA	£
Agreed land value (The Lower of 1) Benchmark Land Value set at planning consent stage of £XX or 2) Actual land value – to be evidenced)	£
Agreed Stamp Duty - TBA	
Investment sales agent & legal fees	
TOTAL COSTS (Costs)	
Gross Margin equals GDV - Costs	
Gross Margin minus Permitted Profit Level	
VIABILITY PAYMENT – equating Gross Margin minus Permitted Profit Level	

NB –The sum of any Viability Payment shall not exceed the Maximum Contribution

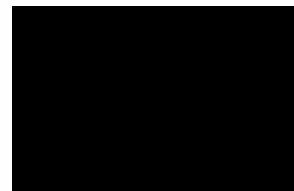
The Headings in the Viability Template are not exhaustive

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:



01128287

AUTHORISED SIGNATORY



Director

Executed as a Deed by **Greywood Limited** acting
by a director *MUHAMMAD SHUHHAT RUFID*
in the presence of :

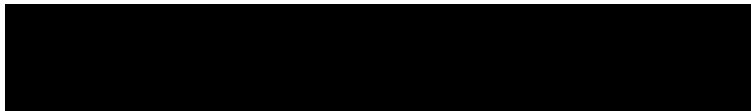
witness signature



witness name

AMANDA GRAHAM

witness address



witness occupation *Office administrator*

Executed as a Deed by **Galleria Homes Ltd** acting

.....

by a director

Director

in the presence of :

witness signature

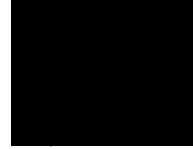
witness name

witness address

witness occupation

Executed as a Deed by **Views (Holdings) Limited**

acting by a director



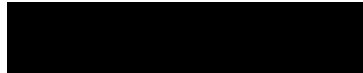
Director

in the presence of

Patrick Shevidan

MUHAMMAD (MUSTAFA) RISHA

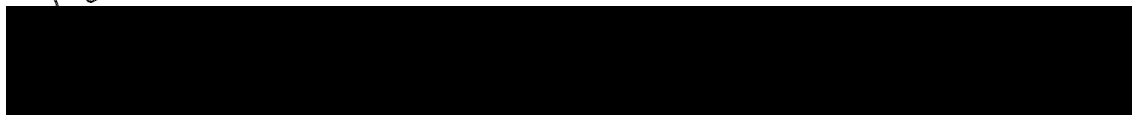
witness signature



witness name

Patrick Shevidan

witness address



witness occupation

Development Manager

DATED 25th April 2025

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

GREYWOOD LIMITED and GALLERIA HOMES LTD

- and -

VIEW (HOLDINGS) LIMITED

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at 136 Withington Road,
Whalley Range, Manchester, M16 8FB**

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester, M60 2LA
PLA001/84133

THIS AGREEMENT is made the 25th day of April

2025

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**"),
- (2) **GREYWOOD LIMITED** (incorporated in England with company number 12179156) whose registered office is at Adullam London Road, Adlington, Macclesfield, SK10 4DU and **GALLERIA HOMES LTD** (incorporated in England with company number 10046829) whose registered office is at 21 Cronkeyshaw Avenue, Rochdale, OL12 6SQ (the "**Owner**"), and
- (3) **VIEW (HOLDINGS) LIMITED** (incorporated in England with company number 11742662) whose registered office is at Adullam London Road, Adlington, Macclesfield, SK10 4DU (the "**Developer**")

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
- B The Owner is the freehold owner of part of the Site registered at the Land Registry with title absolute under title number LA222479 together with but subject to all matters contained or referred to in the title register thereunder
- C The Application was submitted by the Developer 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
- D 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 and the Developer entering into this Agreement without which the Planning Permission would not be granted
- E The Owner and the Developer have 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
- F The Council has determined that the Development in order to comply with the Core Strategy should provide a payment of £773,128 (seven hundred and seventy three thousand one hundred and twenty eight pounds) Index Linked being the Maximum Contribution towards the provision of Affordable Housing within the Administrative Boundaries of Manchester. However, the Owner and the Developer have stated that there are viability issues affecting the development of the Site and have submitted to the Council documentation in support of this contention. The Owner and the Developer have agreed to enter into the planning obligations contained herein requiring them to submit the Viability Appraisal and pay any Viability Payment found to be due in accordance with the provisions contained in this Agreement

G 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

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” shall have the same meaning given to it in policy H8 of the Core Strategy and in the NPPF Annex 2 Glossary as may be amended or any replacement of the same,

“Agreement” shall mean this agreement,

“Application” the application to which the Council gave the reference 136256/FO/2023 for the partial demolition of existing buildings and redevelopment to provide 35 no. residential homes, consisting of 31 apartments (13 x 1 bed and 18 x 2 bed) and 4 townhouses (2 x 2 bed and 2 x 3 bed), landscaping, access and associated works,

“Benchmark Land Value” means £372,500 (three hundred and seventy two thousand and five hundred pound) Index Linked,

“Calculation Date” means on Completion of Construction of 75% (seventy five per cent) of the Dwellings,

“Chartered Surveyor” a professional expert who is a chartered member of the Royal Institution of Chartered Surveyors with a minimum of ten (10) years post-qualification experience,

“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 Phase of Development 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,

“Costs” means the costs to be taken into account for the purpose of the Viability Appraisal as defined in paragraph 014 (reference 10-012-20240214) of the section of the NPPG headed “Viability” as revised 12 February 2024 as the same may be amended or any replacement thereof In addition, the Council will accept in the calculation of Costs

1 the actual costs incurred in relation to the Development prior to and up until the time of submission of the Viability Appraisal, and

2 the estimated costs that remain to be incurred in completing the Development and such details shall be included in the Viability Appraisal,
provided always in the case of points (1) and (2) of this definition that any such actual or estimated costs are amongst those detailed or referred to in paragraph 012 of the NPPG section headed “Viability” (as may be amended or any replacement of the same),

“Development” the development undertaken on the Site pursuant to the Planning Permission as specified in the Application and **“Developed”** shall be construed accordingly,

“Disposal” means

(a) a transfer by sale, or

(b) the grant of a Long Lease,

by the Owner or the Developer of a Dwelling and **“Disposed”**, **“Disposed Of”**, **“Dispose”** and **“Disposals”** 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,

“Forward Funding Arrangement” a commitment to provide funding to assist the development of the project going forward with the sole aim of facilitating either a single sale of the whole or part of the Development, but not necessarily a commitment to purchase the Development or the retention of the

whole or part of the Development by the Developer on Completion of Construction as a Private Rental Sector Investment For the avoidance of doubt funding not provided for the purposes outlined in the previous sentence of this definition but provided for example for the purpose of covering the construction costs of any dwelling that is to be sold on the Open Market to an individual purchaser will not be classed as a Forward Funding Arrangement

“Forward Sale” the committed sale and purchase of the whole or part of the completed Development on agreed terms at a future date as evidenced by binding legal documents which are unconditional as to the sale of the whole or part of the completed Development and the requirement to undertake the construction of the Development and which detail (without limitation) payments made on completion of the sale of the whole or part of the completed Development and during the construction and on completion of the Development,

“GDV” means gross development value as defined in RICS Guidance or any replacement, update or amendment of the same together with the value of any grant funding/public subsidy received in respect of the Development In addition the Council will accept in the calculation of GDV the actual sale and rental prices achieved at the development up to the time of preparation of the Viability Appraisal and detailed therein PROVIDED THAT where in the opinion of the Council a Dwelling

- (a) has not been Disposed Of at a value that is equal to or greater than its Open Market Value, or
- (b) is not yet Disposed Of or not yet sold subject to contract and the advertised price for the Dwelling is not equal to or greater than its Open Market Value then (in either case) the Council may opt in writing to substitute the Open Market Value of the said Dwelling concerned in place of the actual monies received or (if applicable) in place of its advertised price,

“Gross Margin” means the GDV less the Costs,

“Index Linked” adjusted on an annual basis or pro rata per diem from the date of this Agreement to the relevant date of payment in accordance with the Retail Price Index and “Index Linking” shall be construed accordingly,

“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,

“Long Lease” means a lease of a Unit for not less than ninety-five (95) years granted at a premium without reservation of a rack rental,

“Management Fee” shall mean 15% of the planning application fee which equates to £2,425 50 (two thousand four hundred and twenty five pounds and fifty pence) for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein,

“Material Operation” means material operation comprised in the Development as defined by Section 56(2) and (4) of the Act and “Material Operations” shall be construed accordingly,

“Maximum Contribution” the sum of £773,128 (seven hundred and seventy three thousand one hundred and twenty eight pounds) Index Linked,

“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,

“National Planning Practice Guidance” the web based resource revised in respect of its section on viability on 1 September 2019 as the same may be further revised or amended or any replacement of the same which resource is provided by the government of the United Kingdom and brings together in one place planning guidance on various planning related topics and **“NPPG”** shall be construed accordingly,

“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,

“Open Market Sales” means the marketing and sale of individual Dwellings within the Development disposed of at Open Market Value for private sale,

“Open Market Value” means the market value as defined in the IVS definition of market value set out in paragraph 30 on pages 18 to 20 of the section headed “IVS 104 Bases of Value” in Part 6 of the RICS publication titled “RICS Valuation - Global Standards 2017” and issued in June 2017 or any replacement, update or amendment of the same from time to time,

“Permitted Profit Level” means in the case of Open Market Sales when the Gross Margin is equivalent to 20 % (twenty per cent) of the GDV, or in respect of a Pre Sale when the Gross Margin is equivalent to 15% (fifteen per cent) of the GDV ,

“Plan” the plan numbered A686 P 001 at Schedule 1,

“Planning Obligations” shall mean the obligations of the Owner and the Developer specified in Schedule 3,

“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,

“Pre Sale” means a Forward Sale or Forward Funding Arrangement or Private Rental Sector Forward Funding Arrangement of the whole or part of the Completed Development prior to the Calculation Date,

“Private Rental Sector Forward Funding Arrangement” means a Forward Funding Arrangement in which the Owner will retain the whole or part of the Development,

“Private Rental Sector Investment” means a Development that will deliver new-build homes for the private rental market, with all or some of the Dwellings to be retained by the Owner as an investment,

“Regulations” the Community Infrastructure Levy Regulations 2010,

“Retail Price Index” twelve (12) month percentage change in the All Items Retail Price Index published by the Office for National Statistics Centre and in the Monthly Digest of Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor,

“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,

“Viability Appraisal” a written appraisal in the form set out in Schedule 5 to assess the Gross Margin in relation to the residential aspect of the Development required to be provided on the Calculation Date in accordance with the provisions of Schedule 3 of this Agreement Further guidance on the format to follow can be found in the RICS Guidance,

“Viability Assessment Fee” the sum of £12,000 (twelve thousand pounds) plus VAT to cover the cost of the Council’s review of the Viability Appraisal in order to determine whether and the extent to which the Development can support a requirement to provide the Viability Payment,

“Viability Payment” a payment required to be made by the Owner or the Developer to the Council if the Viability Appraisal shows that the Permitted Profit Level as assessed will be achieved and will be 50% (fifty per cent) of the amount by which the Gross Margin exceeds the Permitted Profit Level PROVIDED THAT the Viability Payment shall not exceed the Maximum Contribution The Viability Payment will be payable in accordance with the timescales set out in Schedule 3 hereto,

“Viability Payment Deadline” means the twenty eighth (28th) Working Day next following the later of

- (a) the day on which the Council states pursuant to paragraph 4 1 of Schedule 3 that the Viability Appraisal is agreed,
- (b) the day on which the Viability Appraisal is agreed in writing between the Owner the Developer and the Council pursuant to paragraph 5 of Schedule 3, and
- (c) the day on which the written determination of the Chartered Surveyor is issued pursuant to Clause 7 of the Agreement and paragraph 5 of Schedule 3,

as the case may be,

“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 Developer 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, 18 and 19 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 either of the Owner or the Developer) 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 AND THE DEVELOPER'S COVENANTS

5.1 The Owner and the Developer on behalf of themselves and any person deriving title to any part of the Site from the Owner hereafter hereby covenant 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

6 THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner and the Developer 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 the Owner and the Developer otherwise agree be referred to an Expert or in relation to the reappraisal of viability to a Chartered Surveyor to be appointed by agreement between the Council the Owner and the Developer

7.2 If the Council the Owner and the Developer are unable to agree on the appointment of an Expert or Chartered Surveyor within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert or Chartered Surveyor, then an Expert or Chartered Surveyor shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute or the Royal Institution of Chartered Surveyors as applicable

7.3 Any reference of a dispute to an Expert or Chartered Surveyor shall if the parties are agreed in writing be deemed to be a reference to an expert or chartered surveyor (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 or Chartered Surveyor representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert or Chartered Surveyor 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 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

9 3 The obligations on the part of the Owner contained in this Agreement shall not be enforceable against individual purchasers, owner-occupiers, tenants or occupiers of the Dwellings, nor against those deriving title from them (including their mortgagees), or against any statutory undertakers in relation to any part of the Development acquired by them for electricity sub-stations or pumping stations

9 4 Subject to Clause 9 3 above the obligations on the part of the Owner contained in this Agreement shall not be enforceable against any mortgagee or chargee unless they themselves caused the breach of the Agreement whilst mortgagee in possession, in which case they will be bound by the obligations in relation to any parts of the Site over which they have a legal charge but not further or otherwise as if they were a person deriving title in the Site from the Owner

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 AND LAND REGISTRY ENTRY

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

11 2 The Owner will within 10 Working Days of the date of this Agreement apply to the Land Registry to register a copy of this Agreement against title number LA222479 and will provide the Council with a copy of the application. As soon as reasonably practicable following receipt the Owner will supply the Council with copies of the updated register of title

11 3 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 4 The costs of registration and cancellation pursuant to clauses 11 3 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 and the Developer at their registered office,

15 FEES

15 1 The Owner or the Developer 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 or the Developer nor absolve the Owner or the Developer from any liability or obligation imposed upon them by the terms of this Agreement or by statute or at common law,

15 3 The Owner or the Developer shall on the date hereof pay to the Council the Management Fee,

15 4 When submitting a Viability Appraisal the Owner or the Developer shall pay to the Council the related Viability Assessment Fee within 10 Working Days of receipt from the Council of an invoice detailing the amount

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 WARRANTY AS TO TITLE

The Owner hereby warrants to the Council that the title details recited in this Agreement are complete and accurate in every respect and no other person has an interest in the Site who has not been disclosed to the Council prior to the date hereof

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

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

SCHEDULE 1

The Site

Land at 136 Withington Road, Whalley Range, Manchester, M16 8FB and shown for the purposes of identification only edged red on the Plan



LOCATION PLAN
1:1250 @A1



0 50 100 150 200 M

© Copyright Ollier Smurthwaite Architects

Project: DATE: DESCRIPTION:

CURVA 180/15
PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT
ADDRESS: 100-110 EIGHTH AVENUE, KENNEL COTTAGE, ST. LEONARD
DRAWING TITLE: LOCATION PLAN
SCALE: 1:1250 @A1 DATE: 10/10/2017
DRAWING NO: ASDR_P_001

OLLIER SMURTHWAITE ARCHITECTS

40 King Street, Manchester, M2 6BA
T: 0161 633 7000
F: 0161 633 7001
E: info@olliersmurthwaite.com

SCHEDULE 2

Draft Planning Permission

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Mr Patrick Sheridan
Views Holdings Limited
C/o Agent

Agent (if used)

Miss Louisa Fielden
AshtonHale
Suite 3 Level 3 Astley Building
ABC Buildings
23 Quay Street
Manchester
M3 4AE

Part 1 – Particulars of the application/development

Proposal Partial demolition of existing buildings and redevelopment to provide 35 no residential homes, consisting of 31 apartments (13 x 1 bed and 18 x 2 bed) and 4 townhouses (2 x 2 bed and 2 x 3 bed), landscaping, access and associated works

Location 136 Withington Road, Manchester, M16 8FB

Date of application. 21 February 2023

Application number 136256/FO/2023

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been **Minded to Approve** 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 application, and the application has been determined in accordance with the policies within the Development Plan

Condition(s) attached to this decision

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 A686_P_001
Proposed Block Plan A686_P_002A

Proposed Site Plan A686_P_003F
Existing Context Elevations A686_P_030
Proposed Lower Ground Floor Plan A686_P_100B
Proposed Upper Ground Floor Plan A686_P_101C
Proposed First Floor Plan A686_P_102B
Proposed Second Floor Plan A686_P_103B
Proposed Roof Plan A686_P_104B
Proposed Front Elevations A686_P_300A
Proposed Rear Elevation A686_P_301A
Proposed Side Elevation (North) A686_P_302A
Proposed Side Elevation (South) A686_P_303B
Proposed Mews Side Elevation (North) A686_P_304
Proposed Mews Side Elevation (South) A686_P_305
Proposed Context Elevations A686_P_310
Proposed Section AA A686_P_400A
Proposed Section BB A686_P_401A Ollier Smurthwaite Architects
Proposed Section CC A686_P_402A Ollier Smurthwaite Architects
Servicing Plan A686_P_500A Ollier Smurthwaite Architects
Access Plan A686_P_501A Ollier Smurthwaite Architects
Maintenance Plan A686_P_502A Ollier Smurthwaite Architects
Section Detail AA A686_P_1000 Ollier Smurthwaite Architects
Section Detail BB A686_P_1001A Ollier Smurthwaite Architects
Softworks GA 321-ZZ-DW-G-L-1000 Ollier Smurthwaite Architects
Area Schedule A686_P_901E Ollier Smurthwaite Architects
Swept Path Analysis Large Car 76585 CUR XX 00 D TP 05001 Rev P03 Curtins
Documents and Reports
Application Form 22nd July 2024 AshtonHale
Covering Letter 22nd July 2024 AshtonHale
Waste Management Strategy July 2024 Ollier Smurthwaite Architects
Air Quality Assessment 28/07/2022 Redmore Environmental
Arboricultural Impact Assessment Version 4 - 03 10.2024 Amenity Tree Care
Acoustic Report 09/08/2023 Lighthouse Acoustic
Broadband Connectivity Assessment 23/09/2023 GTech Surveys Ltd
Construction and Waste Management Plan Within Supporting Planning Statement
Avison Young
Crime Impact Statement 14/12/2022 GMP Design for Security
Daylight and Sunlight Study 18/12/2022 / 25th April 2024 Smith Marston
Design and Access Statement 02/02/2023 Ollier Smurthwaite Architects
Massing Options Document July 2024 Ollier Smurthwaite Architects
Ecology Assessment 26/07/2022 BEK
Environmental Standards Statement November 2022 Element Sustainability
Façade Retention Proposal 10/08/2022 Bell Munro
Flood Risk Assessment and Drainage Strategy 079886-CUR-XX-XX-RP-D-92001
Rev V04 Curtins
Local Labour Agreement February 2023 Avison Young
Heritage Impact Assessment July 2024 Turley
Phase I Preliminary Risk Assessment 28/07/2022 BEK
Structural Inspection and Report 22/05/2020 Holloway Jennings
Structural Survey Report 15/03/2021 Renaissance
Supporting Planning Statement February 2023 Avison Young
Transport Statement 076585-CUR-XX-XX-T-TP-00001 Rev P05 Curtins
Travel Plan 076585-CUR-XX-XX-T-TP-00002 Rev P05 Curtins
Viability Assessment 12/12/2022 Roger Hannah
Reason - To ensure that the development is carried out in accordance with the

approved plans Pursuant to policies SP1 and DM1 of the Core Strategy

3) Above-ground construction works shall not commence until samples and specifications of all materials to be used in the external elevations and hard landscaping around the buildings as detailed on the approved drawings have been submitted to and approved in writing by the City Council as local planning authority Thereafter the development shall be carried out in accordance with those 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, as specified in policies SP1, EN3 and DM1 of the Core Strategy

4) Notwithstanding the supporting information submitted with this application, prior to the commencement of development, including any demolition works, a detailed method statement for all elements of works relating to the retention of 136 Withington Road (including façade retention) shall be submitted to the local planning authority and approved in writing 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, EN3 and DM1 of the Core Strategy

5) Prior to occupation details of security measures shall be submitted to the local planning authority and agreed in writing by the local planning authority The development shall not be occupied or used until the City Council as local planning authority has acknowledged in writing that it has received written confirmation of a secure by design accreditation Reason - To reduce the risk of crime pursuant to Policy DM1 of the Adopted Core Strategy for the City of Manchester

6) The development hereby approved shall be implemented in full accordance with the measures as set out within the Environmental Standards Statement prepared by Element Sustainability (reference 2021.231), received by the City Council as local planning authority on 21.02.2023. Within 3 months of the completion of the construction of the authorised development a verification statement shall be submitted to and approved in writing, by the City Council as local planning authority, confirming the incorporation of the specified measures at each phase of the construction of the development, including dated photographic documentary evidence of the implementation and completion of required works Reason - In order to minimise the environmental impact of the development pursuant to policies SP1, T1-T3, EN4-EN7 and DM1 of the Core Strategy for the City of Manchester 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 be implemented in full accordance with the measures as set out within the Air Quality Assessment prepared by Redmore Environmental (reference 4907r2), received by the City Council as local planning authority on 21 02 2023 Within 3 months of the completion of the construction of the authorised development a verification statement shall be submitted to and approved in writing, by the City Council as local planning authority, confirming the incorporation of the specified measures at each phase of the construction of the development, including dated photographic documentary evidence of the implementation and completion of

required works

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

8) Prior to the commencement of the development hereby approved, a surface water drainage scheme in accordance with Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards, shall be submitted for approval in writing by the City Council, as Local Planning Authority. This shall include:

- 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 Details of surface water attenuation to align with the Manchester, Trafford and Salford Strategic Flood Risk Assessment. For brownfield sites a minimum of 50% betterment is required for reduction in runoff rate compared to the existing rates with the aim of reducing to the Greenfield runoff rates.

- o A finalised drainage layout showing all components, outfalls, levels and connectivity.

- o Hydraulic calculations of the proposed drainage system, including all design parameters. Calculations must include Critical Storm Events for the 1 in 2, 1 in 30 and 1 in 100 + 45% Climate Change. Results must demonstrate no surcharge for the 1 in 2, no flooding in the 1 in 30 and no flooding of buildings for the 1 in 100 + 45% Climate Change.

- o A plan indicating surface water overland flow routes for extreme events to ensure flows are diverted away from existing and proposed buildings (including basements).

- o Construction details of flow control and SuDS elements.

- o A plan indicating easements. SuDS features (including attenuation tanks) should be appropriately positioned, including a 2.5m easement from the existing highway and a 5m easement from any dwellings, guaranteeing accessibility for future maintenance and contingency for asset failure. This practice is in accordance with SuDS Manual (C753).

The development shall be constructed and completed in accordance with the approved details prior to the first occupation/use of the development.

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.

9) Prior to the first occupation/use of the development hereby approved details of the implementation, maintenance and management of the surface water drainage scheme, as approved by Condition 7, shall be submitted for approval in writing by the City Council, as Local Planning Authority. Those details shall include:

- o Verification report providing photographic evidence of constructed flow control and SuDS components as per design drawings approved as part of Condition 7.

- o Provide As Built construction drawings OR confirm that they align with the original 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.

The scheme shall be implemented and thereafter managed and maintained in

accordance with the approved details

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 pursuant to Policy DM1 in the Core Strategy Development Plan Document and the policies and guidance within the NPPF and NPPG

10) Prior to first occupation of the development the cycle parking indicated on plan Site Plan reference A686_P_003D received by the local planning authority on 31 July 2024 shall be implemented in full and made available for use. The approved scheme shall remain available for use whilst the development is occupied

Reason - To ensure there is adequate bicycle parking provision, pursuant to policies DM1, T1 and SP1 of the Manchester Core Strategy

11) Notwithstanding the details set out on plan Site Plan reference A686_P_003d, prior to the commencement of works further details of the car parking layout and arrangement shall be submitted in writing for the approval of the local planning authority. The car parking layout and arrangement as agreed shall be surfaced, demarcated and made available for use prior to the buildings hereby approved being occupied. The car parks shall remain in use at all times thereafter.

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

12) Prior to occupation further details of the provision of electric vehicle charging points shall be submitted in writing for the approval of the local planning authority. These charging facilities shall thereafter be retained for the use of the dwellings

Reason - To promote sustainable development and in the interests of residential amenity, pursuant to Policies DM1 and EN16 in the Manchester Core Strategy (2012)

13) Within three months of the first use of the development, a revised Travel Plan which is consistent with the Framework Travel Plan submitted as part of the application and which takes into account the information about travel patterns gathered following the opening of the building shall be submitted to and approved in writing by the City Council as local planning authority. 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 assist promoting the use of sustainable forms of travel to the building, pursuant to policies SP1, T2 and DM1 of the Core Strategy and the Guide to Development in Manchester SPD (2007)

14) No development shall take place, including any demolition works, until a construction management plan or construction method statement has been submitted to and approved in writing by the Local Planning Authority. The approved plan/statement shall be adhered to throughout the demolition/construction period. The plan/statement shall provide for:

- o A construction programme including phasing of works;
- o 24 hour emergency contact number;
- o Expected number and type of vehicles accessing the site,
- o Deliveries, waste, cranes, equipment, plant, works, visitors;
- o Size of construction vehicles;
- o The use of a consolidation operation or scheme for the delivery of materials and goods;

- o Phasing of works;
- o Means by which a reduction in the number of movements and parking on nearby streets can be achieved (including measures taken to ensure satisfactory access and movement for existing occupiers of neighbouring properties during construction). Programming; Waste management, Construction methodology, Shared deliveries; Car sharing; Travel planning, Local workforce, Parking facilities for staff and visitors, On-site facilities, A scheme to encourage the use of public transport and cycling;
- o Routes for construction traffic, avoiding weight and size restrictions to reduce unsuitable traffic on residential roads;
- o Locations for loading/unloading, waiting/holding areas and means of communication for delivery vehicles if space is unavailable within or near the site,
- o Locations for storage of plant/waste/construction materials;
- o Arrangements for the turning of vehicles, to be within the site unless completely unavoidable,
- o Arrangements to receive abnormal loads or unusually large vehicles;
- o Swept paths showing access for the largest vehicles regularly accessing the site and measures to ensure adequate space is available,
- o Any necessary temporary traffic management measures;
- o Measures to protect vulnerable road users (cyclists and pedestrians);
- o Arrangements for temporary facilities for any bus stops or routes,
- o Method of preventing mud being carried onto the highway,
- o Methods of communicating the Construction Management Plan to staff, visitors and neighbouring residents and businesses.

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.

15) a. Before the development commences a scheme for the storage and disposal of refuse shall be submitted to and approved in writing by the City Council as local planning authority.

New developments shall have refuse storage space for segregated waste collection and recycling. Internal and external storage areas are required.

b. The details of the approved scheme shall be implemented as part of the development and shall remain in situ whilst the use or development is in operation.

Reason - In the interests of residential amenity and to secure appropriate arrangements for the storage and collection of segregated waste and recycling, pursuant to policies SP1, EN19 and DM1 of the Core Strategy for the City of Manchester.

16) a. Before commencement of the development hereby approved, a report (the Preliminary Risk Assessment) to identify and evaluate all potential sources and impacts of any ground contamination, groundwater contamination and/or ground gas relevant to the site shall be submitted to and approved in writing by the City Council as local planning authority. The Preliminary Risk Assessment shall conform to the City Council's current guidance document (Planning Guidance in Relation to Ground Contamination).

In the event of the Preliminary Risk Assessment identifying risks which in the written opinion of the Local Planning Authority require further investigation, the development

shall not commence until a scheme for the investigation of the site and the identification of remediation measures (the Site Investigation Proposal) has been submitted to and approved in writing by the City Council as local planning authority. The measures for investigating the site identified in the Site Investigation Proposal shall be carried out before development commences and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report and/or Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority. The development shall then be carried out in accordance with the approved Site Investigation Report and/or Remediation Strategy.

b Prior to the first use/occupation of the development, a Completion/Verification Report shall be submitted to and approved in writing by the City Council as local planning authority, to validate that the development conforms with the approved Site Investigation Report and/or Remediation Strategy.

c In the event of any non-conformity with the approved Site Investigation Report and/or Remediation Strategy, then any further measures that are required to remediate the land shall be carried out. Any required measures/remediation and validation shall continue until conformity has been achieved and agreed in writing by the City Council as local planning authority, prior to first use/occupation of the development.

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 Core Strategy.

17) 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 after development commences, 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 is submitted to and approved in writing by the City Council as local planning authority. The development shall then be carried out in accordance with these details, together with any previously approved 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 Core Strategy.

18) a Before the development hereby approved is occupied external lighting shall be designed and installed in accordance with a scheme approved in writing by the City Council as local planning authority so as to control glare and overspill onto nearby residential properties.

b Prior to occupation of the development a verification report shall be required to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved light 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 criteria.

Reason - To safeguard the amenities of the occupiers of nearby properties as specified in policies SP1 and DM1 of the Core Strategy.

19) a Notwithstanding the Noise report submitted with the application, before the development commences a scheme for acoustically insulating the proposed residential accommodation against noise from Withington 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 such as the boxing club.

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. The following noise criteria shall be required to be achieved when providing adequate ventilation as defined by Approved Document F of the Building Regulations (whole dwelling ventilation):

Bedrooms (night time - 23.00 - 07.00) 30 dB LAeq (individual noise events shall not exceed 45 dB LAmax,F by more than 15 times)

Living Rooms (daytime - 07.00 - 23.00) 35 dB LAeq

Gardens and terraces (daytime) 55 dB LAeq

Higher internal noise levels than those specified above may be allowed when higher rates of ventilation are required in relation to the overheating condition.

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 having regard to policies SP1 and DM1 of the Core Strategy and saved policy DC26 of the Unitary Development Plan.

20) a) Notwithstanding the Noise report submitted with the application, 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 nonconformity 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 having regard to policies SP1 and DM1 of the Core Strategy and saved policy DC26 of the Unitary Development Plan.

21) a) Fumes, vapours and odours shall be extracted and discharged from the premises in accordance with a scheme to be submitted to and approved in writing by the City Council as local planning authority before the use commences.

Mixed use schemes shall ensure provision for internal ducting in risers that terminate

at roof level Schemes that are outside the scope of such developments shall ensure that flues terminate at least 1m above the eave level and/or any openable windows/ventilation intakes of nearby properties

b) Prior to commencement of the use hereby approved confirmation shall be submitted for the approval of the City Council as local planning authority that the approved scheme has been implemented

Reason - To safeguard the amenities of the occupiers of nearby properties as specified in policies SP1 and DM1 of the Core Strategy.

22) No demolition works or vegetation clearance shall take place during the optimum period for bird nesting (1st March - 31st August inclusive) unless nesting birds have been shown to be absent, or, a method statement for the demolition including for the protection of any nesting birds is agreed in writing by the City Council, Local Planning Authority Any method statement shall then be implemented for the duration of the demolition works

Reason - In order to protect wildlife from works that may impact on their habitats pursuant to policy EN15 of the Manchester Core Strategy

23) Notwithstanding the details of the hard and soft landscaping treatment scheme as submitted, further details are required to be submitted in writing by the local planning authority prior to the implementation of above ground works (including details of boundary treatments selected and details of long term maintenance of landscaping) Agreed measures 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, another tree or shrub of the same species and size as that originally planted shall be planted at the same place

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 Core Strategy

24) In this condition "retained tree" means an existing tree, which is to be as shown as retained in Arboricultural Method Statement prepared by Amenity Tree and received by the local planning authority on the 06.10 2024, this condition shall have effect until the expiration of 5 years from the date of the first occupation of the development

(a) 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)

(b) 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.

(c) 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)

25) 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) none of the residential units hereby approved shall be used for any other purpose (including any other purpose in Class C3 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 C3(a).

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 Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework

26) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking and reenacting 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 reenacting 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.

27) 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).

28) a. Prior to the commencement of the development, details of a Local Labour 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 Labour 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 Labour Proposal

iii) measures to monitor and review the effectiveness of the Local Labour 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)

29) Prior to occupation of the development hereby approved the windows to the south and west elevations of the building as extended shall be made fixed and obscurely glazed to a specification of no less than level 5 of the Pilkington Glass Scale or such other alternative equivalent and shall remain so in perpetuity.

Reason - To protect the amenity and living conditions of adjacent residential property from overlooking or perceived overlooking and in accordance with policies SP1 and DM1 of the Core Strategy.

30) Notwithstanding the details submitted, prior to first occupation further drawings shall be submitted in writing to be agreed by the local planning authority in order to further explore access issues into the townhouses. The details of the approved scheme shall be implemented as part of the development and shall remain in situ whilst the use or development is in operation.

Reason - To ensure that satisfactory disabled access is provided by reference to the provisions Manchester Core Strategy (2012) policy DM1

31) Prior to the commencement of development, notwithstanding the details submitted, additional tree protection measures shall be agreed in writing with Local Planning Authority in relation to construction of car parking spaces which shall include a construction method statement including details of hand dig, proposed build over, location of the car parking spaces, full construction details and confirmation of an arboricultural officer on site during the construction of the spaces.

Reason - In order to 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)

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

Construction works shall be confined to the following hours:

Monday - Friday: 7 30am - 6pm

Saturday: 8 30am - 2pm

Sunday / Bank holidays: No work

Whilst the building to be demolished has been assessed as very low risk for bats, the applicant is reminded that under Conservation of Habitats and Species (Amendment) (EU Exit) Regulations 2019 it is an offence to disturb, harm or kill bats. If a bat is found all work should cease immediately and a suitably licensed bat worker employed to assess how best to safeguard the bat(s). Natural England should also be informed.

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](http://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 AND THE DEVELOPER'S GENERAL COVENANTS

The Owner and the Developer hereby covenant with the Council as follows

- 1 To notify the Council in writing,
 - 1 1 within five (5) Working Days of Commencement of Development that development has Commenced,
 - 1 2 within 5 (five) Working Days of the date of Completion of Construction of 75% of the Dwellings

VIABILITY REVIEW AT CALCULATION DATE AND VIABILITY PAYMENT

- 2 Within ten (10) Working Days of the Calculation Date to provide a copy of the Viability Appraisal in order that the Council may instruct a Chartered Surveyor to review the Viability Appraisal and advise the Council on its contents and conclusion
- 3 Within sixty (60) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owners either -
 - 3 1 Stating that it accepts the Viability Appraisal or
 - 3 2 Correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions
- 4 In the event that the Council shall have served a notice on the Owner or the Developer pursuant to paragraph 3 2 of this Schedule 3 the Owner the Developer and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Owner the Developer and the Council shall have failed to agree the Viability Appraisal within twenty eight (28) Working Days of the notice served by the Council pursuant to paragraph 3 2 of this Schedule 3, then the matter in dispute shall be referred to the Chartered Surveyor, in accordance with the provisions of Clause 7 with the Chartered Surveyor being requested that he/she should as soon as practicable issue a written determination as to the matter in dispute and a written determination of the correct Viability Appraisal, which both Parties agree will be final and binding upon them (save in respect of manifest error),
- 5 The Viability Appraisal not by way of limitation shall include and confirm:
 - 5 1 the GDV,
 - 5 2 the Costs,
 - 5 3 the Gross Margin, and,
 - 5 4 the Viability Payment, if any
- 6 Viability Payment

6 1 On or before the Viability Payment Deadline to pay to the Council the Viability Payment (if any) PROVIDED ALWAYS that the Viability Payment does not exceed the Maximum Contribution,

6 2 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 4 of this Schedule 3) shows that a Viability Payment is not due then it is agreed by the Council that the Viability Payment shall not be payable although the Viability Assessment Fee shall still be due,

6 3 If a Viability Payment is due then from the Viability Payment Deadline to cease further Occupation nor permit or allow further Occupation of the Dwellings until payment of the Viability Payment has been received by the Council

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner and the Developer as follows

- 1 To use any Viability Payment towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose
- 2 At the written request of the Owner or the Developer 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
- 3 The Council shall provide written details of any expenditure incurred by the Council using the Viability Payment within 20 Working Days of a written request to do so from the party/person who made the payment to the Council
- 4 To repay to the paying party such sum or sums remaining from the Viability Payment as have not been expended in accordance with paragraph 1 of this Schedule (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend) within ten (10) years of the date of receipt by the Council
- 5 To issue the Planning Permission within two (2) Working Days of the date hereof

SCHEDULE 5

VIABILITY TEMPLATE

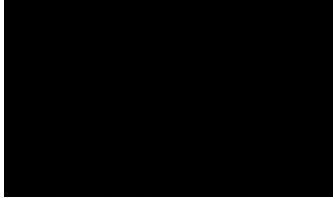
Land at 136 Withington Road, Whalley Range, Manchester, M16 8FB

Permitted Profit Level – based upon 18% of GDV of Open Market Value	£
Costs – Includes (but not limited to) - house build (superstructure), plot costs (incl substructure), infrastructure, overheads and prelims, operating costs, sales incentives	£
Schedule of abnormals TBA	£
Contingency on build costs and abnormals TBA	£
Professional fees on build costs and abnormals TBA	£
Sales and marketing costs TBA	£
Section 106 payments TBA	£
Finance cost of TBA	£
Interest cost on deposits - TBA	£
Tax relief - TBA	£
Agreed land value (The Lower of 1) Benchmark Land Value set at planning consent stage of £XX or 2) Actual land value – to be evidenced)	£
Agreed Stamp Duty - TBA	
Investment sales agent & legal fees	
TOTAL COSTS (Costs)	
Gross Margin equals GDV - Costs	
Gross Margin minus Permitted Profit Level	
VIABILITY PAYMENT – equating Gross Margin minus Permitted Profit Level	

NB –The sum of any Viability Payment shall not exceed the Maximum Contribution

The Headings in the Viability Template are not exhaustive

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



01128200

Executed as a Deed by **Greywood Limited** acting
by a director

.....

Director

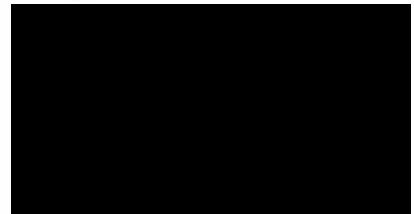
in the presence of :

witness signature

witness name

witness address

witness occupation



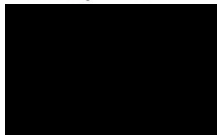
Executed as a Deed by **Galleria Homes Ltd** acting

by a director

Director

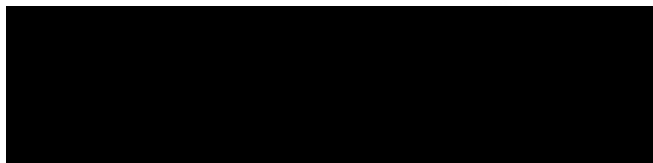
in the presence of : **MR SOBAN SAEED**

witness signature



witness name

witness address



witness occupation

SOFTWARE ENGINEER.

Executed as a Deed by **Views (Holdings) Limited**

acting by a director

in the presence of

Director

witness signature

witness name

witness address

witness occupation