

DATED 11 December 2023

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

JUNCTION MANCHESTER LTD

- and -

HAMAD MOHAMMED A HARGAN

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at Junction Hotel
Rolls Crescent Manchester M15 5FT**

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester
M60 2LA
L/BH/EVD3001/3827

THIS AGREEMENT is made the 11th day of December 2023

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”);
- (2) **JUNCTION MANCHESTER LTD** (incorporated in England with company number 11575976) whose registered office is at 32 Acomb Street, Manchester, M15 6FQ (the “**Owner**”),
- (3) **HAMAD MOHAMMED A HARGAN** of 7 St Petersgate Stockport SK1 1EB (the “**Mortgagee**”)

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B The Owner is the freehold owner of the Site registered at the Land Registry with Title Absolute under Title Numbers GM134804 and MAN242985 together with but subject to all matters contained or referred to in the Title Registers thereunder.
- C The Mortgagee is interested in the Site by virtue of the Legal Charge.
- D The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application. The Council is minded to grant planning permission to carry out the Development as defined herein subject to completion of this Agreement.
- E The Council has recognised the difficulty faced by lower income groups in buying homes within the Administrative Boundary of Manchester and the planning purpose of this Agreement is to increase the provision of Affordable Housing within the Administrative Boundaries of Manchester. The Owner has agreed to make provision for Affordable Housing in the manner hereinafter appearing. 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.
- F The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.
- G The Council has determined that the Development in order to comply with the Core Strategy will support the payment of £568,358 (five hundred and sixty eight thousand three hundred and fifty eight pounds) as an Affordable Housing Contribution (as defined herein). However, the Owner has stated that there are viability issues affecting the development of the Land and has submitted to the Council documentation in support of this contention. The Council accepts that at the date of this Agreement that if payment is required of the Maximum Contribution (as defined herein) then the implementation of the Development is not viable. The Council and the Owner agree that the Owner will submit the Viability Appraisal and pay any Viability Payment found to be due in accordance with the provisions contained in this Agreement

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,

“Actual Land Value” means the actual purchase price paid for the Land as evidenced to the reasonable satisfaction of the Council;

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

“Affordable Housing” affordable housing as defined in the National Planning Policy Framework (NPPF) June 2019 (as may be updated or replaced with an equivalent policy from time to time) that will be available to persons who cannot afford to rent or buy housing generally available on the open market,

“Affordable Housing Contribution” means the sum of £568,358 (five hundred and sixty eight thousand three hundred and fifty eight pounds) together with any Inflation Increase payable as a contribution towards the provision of Affordable Housing within the Administrative Boundaries of Manchester in accordance with policy H8 and policy PA1 of the Core Strategy. This represents a sum that is a monetary equivalent to the cost of providing 20% of the Dwellings as Affordable Housing,

“Agreed Land Value” means the lower of i) the Benchmark Land Value or ii) the Actual Land Value,

“Agreed Stamp Duty” means the stamp duty land tax (the "SDLT") that has been paid in respect of the acquisition of the Land or if lower the SDLT that would have been paid if the SDLT had been applied on the basis of the Benchmark Land Value;

“Agreement” means this agreement;

“All in Build Costs” means the total costs relating to the building of the Development from the Commencement of Development up until the Calculation Date;

“Anticipated Date of Completion of Construction” means the date upon which the Owner anticipate that the Completion of Construction of the relevant percentage of Dwellings referred to in this Agreement shall take place,

“Application” the application to which the Council gave the reference 126780/FO/2020 for planning permission for the proposed erection of second floor extension to existing Junction Hotel with refurbishment of existing building. Erection of two blocks of apartments on land to the rear to provide 24 apartments with undercroft car park and 4 No. A1 retail units fronting Old Birley Street;

“Benchmark Land Value” means the agreed fixed land value of the land upon which the Development is to take place as set out in Clause 21 1 of this Agreement;

“Calculation Date” is the earlier to occur of the date of Practical Completion or the date that is five years from the date of this Agreement;

“Chartered Surveyor” means 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;

“Completion of Construction” the date upon which a valid certificate of completion shall have been issued in respect of the relevant number of Dwellings for the purposes of the Building Act 1984 and the Building Regulations 2010 or any amendment or replacement of the same or, if the Council, acting reasonably, considers that the completion of construction of the relevant number of Dwellings has occurred but it has not received the notice confirming completion in accordance with the provisions of this Agreement shall mean the date that the Council acting reasonably notifies in writing to the Owner that the said completion of construction is to be deemed to have taken place for the purposes of this Agreement 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 012 (reference: 10-012-20180724) of the section of the NPPG headed “Viability” as the same may be amended or any replacement thereof. In addition the Council will accept in the calculation of Costs:

(i) the actual costs Reasonably and Properly Incurred in relation to the Development prior to and up until the time of submission of the Viability Appraisal; and

(ii) the estimated costs that remain to be Reasonably and Properly Incurred in completing the Development and such details shall be included in the Viability Appraisal, provided always in the case of (i) and (ii) 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",

"Development" the development undertaken on the Site pursuant to the Planning Permission as specified in the Application,

"Director" the Council's Director of Planning, Building Control and Licensing,

"Disposal" means any of the following in respect of any Dwelling

(a) the completion on an arm's length basis of the sale or disposition of the freehold interest in any Dwelling; or

(b) the grant on an arm's length basis of a lease for a term of twenty-one (21) years or more whether or not a rent of more than nominal value is reserved; or

(c) the grant on an arm's length basis of a lease for any length of time at a market rent with or without a premium, and **"Disposed Of"** 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;

"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;

"FVA" means the VA once it includes as part of the VA any documentation in accordance with the provisions of this Agreement that the Council, acting reasonably, may in writing request be provided as part of the VA in order to assist the Council when reviewing the VA,

"Finance Cost" means those costs which the Owner has Reasonably and Properly Incurred as a result of financing the Application and Development providing always that those costs shall not exceed seven (7) [TBC] per cent above the Bank of

England base rate as at the date of the Viability Assessment “Finance Costs” shall be construed accordingly:

“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 subject to the Proviso contained in this definition when calculating the cumulative total GDV arising from the Development.

(a) in respect of Dwellings Disposed Of prior to the Preparation Date the Council will accept as the calculation of GDV in respect of those Dwellings the actual monies received from a Disposal of each Dwelling Disposed Of,

(b) in respect of Dwellings which have not been Disposed Of prior to the Preparation Date the GDV shall be the highest figure of:

(i) the gross development value as defined in paragraph 011 (reference: 10-011-20180724) of the Viability Section of the NPPG as the same may be amended or any replacement thereof, or

- (ii) in respect of any Dwellings not Disposed Of but that have been sold subject to contract then the subject to contract price agreed for those Dwellings, or
- (iii) for Dwellings not yet Disposed Of or sold subject to contract their advertised price as detailed in advertisements made as part of any sales and marketing strategy in respect of them and if more than one price for a Dwelling has been advertised shall mean the price as advertised in the advertisements issued closest to the Preparation Date;
- (c) in respect of Dwellings that are Let the Council will accept as part of the calculation of GDV their Market Value; and
- (d) in addition to any of the above calculations of GDV in (a), (b) and (c) above that may apply the GDV of the Development shall include not by way of limitation any income not already included in the calculations of GDV in (a), (b) and (c) above that will be derived from the Development in addition to income from Disposals and Lets for example:
 - (i) in the form of ground rents or from the renting of car parking spaces;
 - (ii) the actual revenue from the disposal of the Land or any part of the Land;
 - (iii) the Market Value of the Land, excluding the Dwellings but for the avoidance of doubt shall include the Market Value of any freehold and leasehold reversion of the Dwellings and the Market Value of any part of Development that has a non-residential use and the Market Value of any part of the Land not forming part of the Development,
 - (iv) the value of any Grant Funding or Public Subsidy received in respect of the Development
 - (v) any receipts (which shall include any rental income but not any service charge or other repayment against costs) or Market Value of any other interest in the Land not already referred to in this sub clause (d) or included in the calculations of GDV in (a), (b) and (c) above

Provided That where in the opinion of the Council a Dwelling has not been Disposed Of at or greater than its Market Value or for a Dwelling not yet Disposed Of or sold subject to contract the advertised price for a Dwelling in respect of a Dwelling not yet Disposed Of as detailed in advertisements made as part of any sales and marketing strategy is in the opinion of the Council not greater than its Market Value then the Council may opt in writing to substitute the Market Value of the said Dwelling concerned in place of the actual monies received or if applicable in place of its advertised price and “Gross Development Value” shall be construed accordingly;

“Grant Funding or Public Subsidy” means any funds received towards the funding of the Development from public bodies, for example, not by way of limitation, local authorities, central government and bodies funded by central government, for example, the HCA or the Regulator of Social Housing;

“Gross Margin” means the figure after deducting the Costs from the GDV as more particularly detailed in the Viability Appraisal;

“Inflation” shall mean the number of the General Index of Retail Prices (All Items) for the specified month produced by the Office for National Statistics (or contained in any official publication substituted therefor) or such other index as may from time to time be published in substitution therefor;

“Inflation Increase” shall mean the amount calculated by way of the formula contained in clause 20 of this Agreement;

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

“Legal Charge” the registered charge registered against the Title Numbers comprising the Site dated 12th October 2018,

“Let” means any Dwelling let by way of lease for a term of less than 99 years or Assured Shorthold Tenancy, Assured Tenancy or any other form of tenancy for a term of less than 99 years and **“Lets”** shall be construed accordingly;

“Management Fee” shall mean 15% of the planning application fee which equates to £1,940.40 (one thousand nine hundred and forty pounds and forty pence) to be

used for the purpose of the management and monitoring of this Agreement and the Planning Obligations contained herein,

“Market Value” means the market value as defined in the RICS Valuation – Global Standards (the “Document”), Incorporating the IVSC International Valuation Standards, published in 2019 by the Royal Institution of Chartered Surveyors (RICS) effective on 31 January 2020 and set out on pages 55 to 56 of the section headed VPS4 in Part 4 of the Document or any replacement, update or amendment of the same from time to time save in respect of any Dwellings that are Let or any part of the Development that has a non-residential use or any other part of the Land not forming part of the Development where the Council will (acting reasonably) accept the Market Value as determined by the application of an investment valuation method using an appropriate capitalisation factor to the market rental income for each let unit and “MV” shall be construed accordingly;

Maximum Contribution” means the sum of £568,358 (five hundred and sixty eight thousand three hundred and fifty eight pounds) together with any Inflation Increase;

“NPPF” the National Planning Policy Framework issued in June 2019 and revised on 20 July 2021 (as may be updated or replaced with an equivalent policy from time to time) 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” means 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;

“Plan” the plan attached to the Agreement;

“Planning Obligations” shall mean the obligations of the Owner specified in the Schedules;

“Planning Permission” the planning permission granted pursuant to the Application as may be amended by any non-material amendment the draft conditions of which shall be substantially in the form set out in the Appendix to this Agreement,

“Practical Completion” issue of a certificate of practical completion by the Owner's architect or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party's architect or when the Council acting reasonably deems that Practical Completion has taken place,

“Preparation Date” means the date by which in accordance with the provisions of this Agreement the Viability Appraisal is prepared and completed,

“Pre Sale” means a Forward Sale or Forward Funding Arrangement or Private Rental Sector Forward Funding Arrangement prior to the Calculation Date,

“Pre Sale Element” the part, or if more than one Pre Sale occurs, all of the parts of the Development in respect of which a Pre Sale has taken place;

“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,

“Professional Fees” means all of the costs of those third parties (including but not limited to their agents, contractors, professional advisors and technical consultants) that have agreed with the Owner or other relevant third party to provide services in relation to i) the Application, ii) construction and iii) sale of the Development provided that they have been Reasonably and Properly Incurred.

“Profit Level” means when the Gross Margin is equivalent to 18] % of the GDV or in respect of a Pre Sale when the Gross Margin is equivalent to 10% of the Costs;

“Reasonably and Properly Incurred” means in respect of costs incurred in developing the Land and the adjacent land and in respect of Sales Incentives only those costs that a competent and reputable developer of land would reasonably expect to incur;

“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;

“Sales Incentives” means costs Reasonably and Properly Incurred by the Owner in order to incentivise the purchase of a Dwelling by a person Intending to Occupy the Dwelling;

“Sales and Marketing Costs” means the Reasonably and Properly Incurred costs relating to the sale and marketing of part or all of the Development provided always that those costs shall not exceed three (3) per cent of the GDV;

“Site” the property described in Schedule 1 and shown for the purposes of identification only edged red on the Plan;

“Stakeholder” shall mean the City Treasurer and her authorised officer's;

“Stakeholder Account” shall mean the account held by the Council's City Treasurer and her authorised officers at Barclays Bank plc in which monies paid under the Planning Obligations are held,

“Tax Relief” means any tax concession or relief provided only in relation to the Development and the construction of the same excluding any tax concessions or relief (including but not limited to Contaminated Land Tax Relief or its replacement) granted as a result of any remediation of contamination or anything similar on the Land;

“Title Numbers” MAN242985, GM134804;

“Viability Appraisal” means the written appraisal to assess the Gross Margin required to be provided on the Calculation Date in accordance with the provisions of Schedule 2. The format of the Viability Appraisal shall take the form of the

Viability Report and “**VA**” and “**Viability Appraisal**” shall be construed accordingly. The VA must include as part of the VA any documentation the Council, acting reasonably, may in writing request be provided as part of it in order to assist the Council when reviewing the VA. The VA must comply with the requirements set out in paragraphs 2.1 to 2.14 of the RICS Professional Statement, first edition, issued in May 2019 and effective from 1/9/2019 titled “Financial viability in planning: conduct and reporting” which requirements set out what must be included in the VA and how the VA must be carried out;

“**Viability Assessment Fee**” means a reasonable and properly incurred fee of £10,000 (ten thousand pounds) for each Viability Appraisal to cover the cost of the Council’s review of the Viability Appraisals in order to determine whether and the extent to which the Development can support a requirement to provide the Viability Payments,

“**Viability Payment**” means a payment required to be made by the Owner to the Council if a Viability Appraisal shows that the Profit Level as assessed will be achieved and will be the amount by which the Gross Margin exceeds the Profit Level PROVIDED THAT the Viability Payment shall be capped so that it shall not exceed the Maximum Contribution. The Viability Payment will be payable within the timescale set out in the provisions contained in Schedule 2;

“**Viability Report**” the form in Schedule 4 setting out the required inputs for the Viability Appraisal and the percentage values that are to be applied to various inputs as detailed in Schedule 4,

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

1.2 The Clause headings do not affect this interpretation

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

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

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

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

1.5 Except for the provisions of Clause 9 references to the Site include any part of it.

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

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

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

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

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

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

2 PLANNING OBLIGATION

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

3 CONDITION PRECEDENT

3.1 This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of Clauses 5, 7, 9, 11, 13, 14, 15, 17, and 18 which shall have immediate effect.

4 CONDITION SUBSEQUENT

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

5 THE OWNER'S COVENANTS

5.1 The Owner on behalf of itself and any person deriving title to any part of the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations on its part contained in this Agreement including those obligations set out in Schedule 2 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act.

6 THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner to observe and perform the obligations on its part in this Agreement including those obligations set out in the Schedule 3.

7 DISPUTE RESOLUTION

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

7.2 If the Council and the Owner are unable to agree on the appointment of an Expert 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 Owner warrants that no person other than the Owner and the Mortgagee have any legal or equitable interest in the Site and the Owner hereby indemnifies the Council in respect of any loss that arises should there be any breach of this warranty

10 COUNCIL'S CONSENT OR APPROVAL

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

11 LOCAL LAND CHARGE

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

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

11.4 The costs of registration and cancellation pursuant to clauses 11.2 above shall be met by the Owner if requested by the Council.

12 NON-PROHIBITION ON DEVELOPMENT

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission granted (whether or not on appeal) after the date of this Agreement.

13 THE CONTRACTS ACT

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

14 COMMUNICATION

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

14.1.1 to the Council and addressed to the Director at the Council's address first above written;

14 1.2 to the First Owner and the Mortgagee respectively at their addresses first above written;

15 FEES

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

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

15.4 The Owner shall on the date hereof pay to the Council the Management Fee.

15.5 The Owner shall pay to the Council the Viability Assessment Fee within 10 (ten) Working Days of their 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. JURISDICTION

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

18 COMPLETION

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

19 MORTGAGEE

19.1 The Mortgagee consents to this Agreement being entered into with the intention that his interest in the Site in the form of the Legal Charge will be bound by the terms of this Agreement as if this Agreement had been executed and registered as a local land charge before the execution of the Legal Charge.

19.2 Notwithstanding clause 19.1, the Mortgagee will not incur any liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Site or any part of it.

20. INFLATION INCREASE

For the purpose of calculating the Inflation Increase addition to the Maximum Contribution the Maximum Contribution shall be increased using the formula $A = B \times (C / D)$ provided that (C / D) shall always be greater than or equal to 1, where:

- (1) A is the Maximum Contribution including the Inflation Increase;
- (2) B is £568,358 (five hundred and sixty eight thousand three hundred and fifty eight pounds)
- (3) C is in respect of (1) above: Inflation as shown in the relevant index published last before the Calculation Date
- (4) D is Inflation for the month in which this Deed is dated; and the Inflation Increase will be equal to A minus B

21. VIABILITY

The Owner and the Council agree that in respect of the preparation of any Viability Appraisal required to be submitted by the Owner in accordance with the provisions of this Agreement:

21 1 the cost input when assessing the Agreed Land Value of the Land upon its acquisition by the Owner is to be fixed at either the Benchmark Land Value of £135,575 (one hundred and thirty five thousand five hundred and seventy five pounds) or the Actual Land Value for the Land, whichever is the lower. For the purpose of ascertaining the Profit Level the Viability Appraisal will detail whether the whole or part of the Development is the subject of a Pre Sale and if part will detail the specific Dwellings that are the subject of each and every Pre Sale that has been entered into on or before the Calculation Date so that they may be assessed at the relevant level of GDV or Costs (e.g. 10% of Costs for a Pre Sale Gross Margin and in all other cases when the Gross Margin is equivalent to 18% of the GDV);

21 2 any Viability Appraisal will detail that the whole of the Development is the subject of the Viability Appraisal and will calculate the Gross Margin on that basis. For the purpose of ascertaining the Profit Level the VA will detail whether the whole or part of the Development is the subject of a Pre-Sale and if part will

detail the specific Dwellings that are the subject of each and every Pre-Sale that has been entered into on or before the Calculation Date so that they may be assessed at the relevant level of Gross Margin which shall be equivalent to 10% of the GDV for a Pre-Sale and 18% of the GDV in all other cases;

21.3 any VA not by way of limitation shall include and confirm the GDV and the Costs and the matters referred to in Clause 21.1 and 21.2

21.4 within 10 (ten) Working Days of any applicable Calculation Date the Owner shall confirm in writing to the Council whether the Development was subject to a Pre-Sale and provide the Council with a copy of the VA for agreement by the Council,

21.5 when it has received the VA the Council will provide the Owner with a written acknowledgement of service within 10 (ten) Working Days of the date that it receives the VA,

21.6 within 40 (forty) Working Days (or such extended period agreed in writing by the parties) of its receipt of the VA and of the Viability Assessment Fee the Council shall (acting reasonably) give written notice to the Owner detailing any further or amended documentation that the Owner must provide in writing to the Council before the VA can be accepted by the Council as the FVA;

21.7 if the Council make a request pursuant to clause 21.6 then within 10 (ten) Working Days of the date of that request the Owner shall provide the Council with written copies of the documentation or amended or supplementary documentation, whichever is applicable, requested;

21.8 within 30 (thirty) Working Days of its receipt of the documentation referred to in clause 21.7 or in the event that no further documentation is requested by the Council pursuant to clause 21.6 within 40 (forty) Working Days of the receipt of the VA and the Viability Assessment Fee the Council shall give written notice to the Owner confirming whether or not it accepts that the VA is in FVA form

21.9 if the Council notifies the Owner pursuant to clause 21.8 that it accepts that the VA is in FVA form it shall within 40 (forty) Working Days of such notice being given give further written notice to the Owner either:-

21.9.1 stating that it approves the FVA, or

21.9.2 correcting or challenging any of the amounts or conclusions included in the FVA and giving details of the disputed amounts or conclusions.

21.10 in the event that the Council notifies the Owner pursuant to clause 21.8 that it does not accept the VA is in FVA form or pursuant to clause 21.9 that it does not approve the FVA then in either case the service of such notice shall be treated as a viability dispute ("Viability Dispute")

21.11 if a Viability Dispute arises then the Owner and the Council shall use reasonable endeavours to resolve the Viability Dispute so that the Council may approve the FVA provided always that at any time after a Viability Dispute arises either the Council or the Owner may refer the Viability Dispute 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 -

- in the case of a Viability Dispute pursuant to clause 21.8 as to whether the documentation in dispute is reasonably required to enable the Council to carry out its review of the VA and as to the content and form of that documentation that the Council can reasonably expect to receive which the parties agree will be final and binding upon them (save for manifest error); or

- in the case of a Viability Dispute pursuant to clause 21.9 a written determination of the correct VA, which the parties agree will be final and binding upon them (save for manifest error);

21.12 if the Council does not serve notice on the Owner pursuant to clauses 21.6, 21.8 or 21.9 within the timescales set out in the respective clauses then the Council shall be deemed to have agreed the Viability Appraisal.

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

SCHEDULE 1

The Site

Land at junction of Rolls Crescent and Old Birley Street, Hulme, Manchester, M15 5FT known as Junction Hotel and shown for the purposes of identification only edged red on the Plan.

1. DO NOT SCALE FROM THIS DRAWING - USE FIGURED DIMENSIONS ONLY
 2. READING CONFORMANCE WITH ALL OTHERS
 3. CONFIRM EXISTING CONDITIONS
 4. DIMENSIONS ARE ONE OF TWO TYPES: CONSIDERED
 5. ALL SET BACKS AND DIMENSIONS TO BE CHECKED ON SITE BY
 6. CONSULT THE RELEVANT AUTHORITIES
 7. ALL WORKS TO BE CARRIED OUT IN ACCORDANCE WITH
 8. CURRENT BUILDING REGULATION, PLANNING REQUIREMENTS AND
 9. LOCAL BY LAWS
 10. THE DRAWING IS THE PROPERTY OF ROOST ARCHITECTS
 11. CONSULTANTS ONLY WITH CONSENT OF ROOST ARCHITECTS

ROLLS CRESCENT

OLD BIRLEY STREET

D
1116

C
1116

B
1116

A
1116

roost architects.com	PROJECT	Junction Hotel Residential Development
	TITLE	Proposed Site plan
	NUMBER	2018-056-101E
	SCALE (A1)	1:100
	DATE	05/08/18

SCHEDULE 2

THE OWNER'S GENERAL COVENANTS

The Owner hereby covenants with the Council as follows:

1. To notify the Council in writing within five (5) Working Days of Commencement of Development that Development has Commenced
2. To comply with the provisions of Clause 21.
3.
 - 3.1 In the event that a Viability Appraisal is agreed in writing by the Council or determined pursuant to the provisions contained in Clause 21 and the information contained therein shows that in accordance with the provisions of this Agreement a Viability Payment is due then the Owner shall pay to the Council the Viability Payment together with any Inflation Increase in accordance with paragraph 3.2 of this Schedule 2 **PROVIDED ALWAYS** that the sum total of the Viability Payment received by the Council shall not exceed the Maximum Contribution.
 - 3.2 The Viability Payment together with any Inflation Increase shall be paid by the Owner to the Council within 20 (twenty) Working Days of the agreement by the Council of the Viability Appraisal or if applicable within 20 (twenty) Working Days of the Viability Appraisal being determined pursuant to the provisions contained in Clause 21.
 - 3.3 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to the provisions of Clause 21) shows that a Viability Payment is not due then it is agreed by the Council that the Viability Payment shall not be payable and the obligation in this paragraph 3 of this Schedule 2 shall cease to bind the Land.

SCHEDULE 3

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows:

- 1 To use any Affordable Housing Contribution for the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose.
- 2 At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within 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 Affordable Housing Contribution within 20 Working Days of a written request to do so from the party/person who paid the Affordable Housing Contribution to the Council.
4. To issue the Planning Permission within two (2) Working Days of the date hereof.
5. that at the written request of the Owner the Council shall repay to the person who first paid such monies any balance of any Viability Payment received (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend) which remains unexpended 10 (ten) years from the date of payment of any Viability Payment received or in the case of monies allocated to maintenance 10 (ten) years from such date or dates together with all interest accrued thereon;

SCHEDULE 4

Junction Hotel, Manchester

Open Market Gross Development Value (GDV)

£

GDV of Pre Sale Element (GDV, Contract to be evidenced)

£

Profit Level – based upon 18% of GDV of Market Value	£
Profit Level – based upon 10% of Costs of Pre Sale Element	£
All in Build Costs – [Includes - House Build (Superstructure), Plot Costs (Incl. Substructure), Infrastructure, Overheads and Prelims]	£
Schedule of abnormalities TBA	£

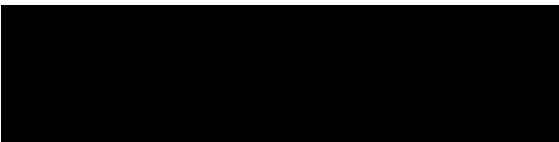
Professional fees on the All in Build Costs and abnormals TBA	£
Sales and Marketing Costs TBA	£
Finance cost of (no more than 7% above Base Rate) TBA	£
If applicable any earlier Viability Payment paid to the Council	£
Interest on Deposits – TBA	£
Interest cost on Deposits – TBA	£
Tax Relief – TBA	£
Agreed Land Value (The Lower of 1) Benchmark Land Value set at Planning Consent Stage of £135,575 or 2) Actual Land Value – to be evidenced)	£
Agreed Stamp Duty @ 4%	
Agreed Land Legal & Agents Fees @ 1% of Land Value	
TOTAL COSTS	
Surplus = GDV - Costs	
VIABILITY PAYMENT – Surplus	

NB – Viability Payment Cannot Exceed the Maximum Contribution

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:

01-22381



AUTHORISED SIGNATORY

EXECUTED AS A DEED by **JUNCTION MANCHESTER LTD**

acting by a director

DIRECTOR

Signature:

Name: (in block capitals)

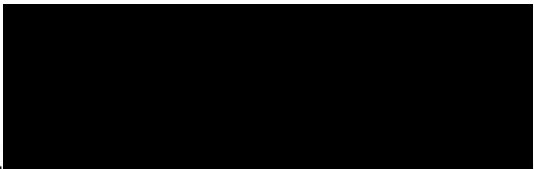
IN THE PRESENCE OF

Signature:

Name (in block capitals)

Address

Occupation



.....
...**HAMAD MOHAMMED AL HARGAN**.....



.....
.....**MOHAMMED SULEMAN** **L.L.B (Hons)**.....
.....**Sandhill Solicitors**.....
.....**First Floor, 34-36 Wilmslow Road**.....
.....**Rusholme, Manchester M14 5TQ**.....

.....
.....**Solicitor**.....

SIGNED AS A DEED by **HAMAD MOHAMMED A HARGAN**

in the presence of



Witness signature

Witness name

Witness address


MOHAMMED SULEMAN I.L.B (Hons)
Sandhill Solicitors
First Floor, 34-36 Wilmslow Road
Rusholme, Manchester M14 5TQ

Solicitor

Appendix

Draft conditions relating to planning application referenced 126780/FO/2020

Draft conditions as follows:

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:

2018-056- 001 EXISTING SITE PLAN

2018-056- 101E SITE PLAN

2018-056- 102G GROUND FLOOR

2018-056- 103F FIRST FLOOR

2018-056- 104E SECOND FLOOR

2018-056- 105E THIRD FLOOR

2018-056- 106E ELEVATIONS

2018-056- 108E 3D VIEWS

2018-056- 109E 3D VIEWS

2018-056- 110B SECTION A AND B

2018-056- 111B SECTION C AND D

2018-056- 113B BASEMENT

2018-056- 002 FLOOR PLANS

2018-056- 003 ELEVATIONS

2018-056- 005 3D VIEWS

PL K936/03 3D VIEW

Location Plan reference 2018-056- 000

Flood Risk Assessment or Drainage reference 2018-056- 114 RECEIVED 23 Apr 2020

Design & Access Statement

QUALITY ASSESSMENT

CRIME IMPACT STATEMENT

ENVIRONMENTAL STANDARDS STATEMENT

PLANNING STATEMENT

ECOLOGY REPORT

BAT SURVEY

Heritage Statement

Waste Management

WASTE COLLECTION PROFORMA

TRANSPORT STATEMENT RECEIVED 26 AUG 2020

PHASE 1 CONTAMINATED LAND REPORT RECEIVED 01 SEP 2020

Proposed Underground Drainage Statement reference 21-449 April 2021

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. Final samples and specifications of all materials (including appropriate sections to the windows) to be used on the external elevations of the development hereby permitted shall be submitted for approval in writing by the City Council, as Local Planning Authority prior to the erection of the above ground super structure. The approved materials shall then be used in the construction of the development.

Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located, as specified in policies SP1, EN1, H1 and DM1 of the Manchester Core Strategy.

4. 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.

5. The car parking as indicated on the approved plans shall be surfaced, laid out and demarcated prior to the occupation of each dwelling. The car parking shall then be available at all times for people residing at the dwelling whilst the dwelling is occupied.

Reason - To ensure that there is adequate parking for the development proposed when the development is occupied in order to comply with policy DM1 of the Core strategy.

6. The approved details for cycle parking provision as set out on the approved drawings and documents shall be installed prior to the occupation of each dwelling and be retained thereafter for use by people residing at the dwelling.

Reason - To ensure that there is adequate cycle parking for the development in order to comply with policies T1, T2 and DM1 of the Core strategy.

7. Prior to the occupation of the development, a scheme of highway works, in order to provide an adequate pedestrian and vehicular environment in the vicinity of the application site, shall be submitted for approval in writing by the City Council, as Local Planning Authority.

For the avoidance of doubt this shall include the following:

Installation of traffic management measures on Old Birley Street

Provision of footway resurfacing surrounding the site, including the provision of dropped kerbs and tactile paving at crossing points and across car park entrances.

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

8. The development hereby approved shall only be carried out in accordance with the recommendations of the Crime Impact Statement prepared by Greater Manchester Police and 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

9. No development shall take place until the full details of a surface water drainage scheme has been submitted to and approved in writing by the City Council as local planning authority.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution, pursuant to Policy DM1 in the Core Strategy Development Plan Document and the policies and guidance within the NPPF and NPPG.

10. No development hereby permitted shall be occupied until details of the implementation, maintenance and management of the sustainable drainage scheme have been submitted to and approved by the local planning authority.

The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details. Those details shall include:

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

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution, pursuant to Policy DM1 in the Core Strategy Development Plan Document and the policies and guidance within the NPPF and NPPG.

11. Prior to occupation of the development the provision of electric vehicle charging points shall have been implemented in line with the information submitted on plan Ground Floor 2018-056-102 G received 23.04.2020. 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).

12. The development hereby approved shall be implemented in full accordance with the measures as set out within the Environmental Standards Statement, received by the City Council as local planning authority on 26.08.2020.

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.

13. The development hereby approved shall only be carried out in accordance with mitigation measures detailed within the submitted Air Quality Assessment produced by Redmore Environmental dated 21 July 2020 received by the City Council, as Local Planning Authority on 26 August 2020.

Reason - To minimise the impact upon air quality and in order to minimise the environmental impact of the development, pursuant to policy EN16 of the Core Strategy, National Planning Guidance and National Planning Policy Framework (NPPF).

14. Notwithstanding the details of the hard and soft landscaping treatment scheme as set out within the approved drawings, a further plan indicating biodiversity enhancement to be made shall be submitted within one month of the grant of consent. Landscaping and biodiversity enhancements 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.

15. 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 dwelling houses 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.

16. The residential use hereby approved shall be used only as private dwellings (which description shall not include serviced properties 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 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended), or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

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

17. The commercial units as indicated on the approved drawings listed at condition 2 shall be occupied as Class E and for no other purpose of The Town and Country Planning (Use Classes) Order 1987 (or any order revoking and re-enacting that Order with or without modification).

Reason - For the avoidance of doubt and in order to secure a satisfactory form of development due to the particular circumstance of the application site, ensuring the vitality of the units and in the interest of residential amenity, pursuant policy DM1 of the Core Strategy for Manchester (2012).

18. Notwithstanding the 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 building shall be undertaken other than that expressly 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.

19. Before the development hereby approved commences, 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 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 the 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.

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.

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

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

21. Prior to the commencement of above ground works a plan indicating the positions, design, materials and type of boundary treatment to be erected at the development shall be submitted to and approved in writing by the City Council as local planning authority. The boundary treatment relevant to each dwelling shall be completed prior to its occupation. The development shall be carried out in accordance with the approved details and shall thereafter be retained.

Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located in order to comply with saved policy E3.3 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy.

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

- A travel plan budget and resources for the day to day implementation and management of travel plan measures.
- Appropriate management structures.
- Detailed timeframes for delivery.
- Travel plan handover arrangements when developer responsibility ceases.
- Target and monitoring arrangements.

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

23. Prior to the first use of a phase of the development hereby approved, a servicing management strategy shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved strategy shall then be implemented as part of that phase of the development and remain in place for as long as the development remains in use.

Reason - In the interest of highway and pedestrian safety pursuant to policies SP1, T2 and DM1 of the Manchester Core Strategy (2012).

24. Notwithstanding the electric vehicle charging points shown on the drawings submitted further details of provision for electrical charging shall be submitted for the approval of the local planning authority. The agreed electric charging provision shall be installed and operational prior to the commercial unit hereby approved being occupied and be retained thereafter.

Reason - In the interest of air quality, pursuant to policies DM1 and EN16 of the Manchester Core Strategy.

25. Deliveries, servicing and collections, including waste collections shall not take place outside of the following hours: 07.30 to 20.00 hrs Monday to Saturday, no deliveries/waste collections on Sundays / Bank Holidays.

Reason - To safeguard the amenities of nearby occupiers, pursuant to Policies DM1 and SP1 of the Manchester Core Strategy.

26. The development hereby approved shall not be occupied or used until the Council as local planning authority has received a scheme for the extraction of any fumes, vapours and odours from the premises, to be submitted to, and approved in writing by, the City Council as local planning authority. The approved scheme shall be implemented prior to occupancy and shall remain operational thereafter.

Reason - In the interests of the amenities of the occupiers of nearby properties in order to comply with Policy DM1 of the Core Strategy for the City of Manchester.

27. Prior to occupation, details of the proposed opening hours of the retail units shall be submitted to and approved in writing by the City Council as local planning authority. The units shall not be operated outside the hours approved in discharge of this condition.

Reason - In interests of residential amenity in order to reduce noise and general disturbance in accordance with saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy.

28. External lighting shall be designed and installed so as to control glare and overspill onto nearby residential properties.

Upon completion of the development a verification report will 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 has 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 - In the interests of visual and residential amenity pursuant to Core Strategy policies SP1 and DM1 of the Core Strategy.

29. The retail premises shall be acoustically insulated and treated to limit the break out of noise in accordance with a noise study of the premises and a scheme of acoustic treatment that has been submitted to and approved in writing by the City Council as local planning authority. The scheme shall be implemented in full before the use commences or as otherwise agreed in writing by the City Council as local planning authority.

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

Reason - To secure a reduction in noise in order to protect future residents from noise nuisance, pursuant to policies SP1 and DM1 of the Core Strategy and saved UDP Policy DC26.

30. Before the development commences a scheme for acoustically insulating the proposed residential accommodation against noise from the ground floor commercial units and the nearby busy roads shall be submitted to and approved in writing by the City Council as local planning authority. There may be other actual or potential sources of noise which require consideration on or near the site, including any local

commercial/industrial premises. The approved noise insulation scheme shall be completed before any of the dwelling units are occupied.

Noise survey data must include measurements taken during a rush-hour period and night time to determine the appropriate sound insulation measures necessary. The following noise criteria will be required to be achieved:

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

Upon completion of the development and before first occupation of the residential units, a verification report will be required to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved acoustic consultant's report. The report shall also undertake post completion testing to confirm that the internal noise criteria has 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. Additionally, where entertainment noise is a factor in the noise climate the sound insulation scheme shall be designed to achieve internal noise levels in the 63Hz and 125Hz octave centre frequency bands so as not to exceed (in habitable rooms) 47dB and 41dB, respectively.

Reason - To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance pursuant to Core Strategy policies SP1 and DM1 of the Core Strategy.

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

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

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

32. 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. 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.

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

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.

33. The development hereby approved shall only be carried out in accordance with measures detailed within the submitted preliminary bat survey report produced by Braithwaite Bat Surveys received by the City Council, as Local Planning Authority on 26 August 2020.

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

34. Prior to above ground works details of roller shutters to the new shop fronts, shall be submitted for approval in writing by the City Council, as Local Planning Authority. For the avoidance of doubt this shall include a section through of the shutter in the shop front and specification of the shutter. The approved details shall be implemented as part of the development prior to the first occupation and thereafter retained and maintained in situ.

Reason - To ensure the roller shutters are appropriate in appearance pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012).

35. Prior to the first occupation of the development hereby approved a signage strategy for the entire building shall be submitted for approval in writing by the City Council, as Local Planning Authority.

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

Reason - In the interest of visual amenity pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

36. All windows at ground level, unless shown otherwise on the approved drawings detailed in condition 2, shall not be obscured by window vinyl's.

Reason - The clear glazed window(s) is an integral and important element in design of the ground level elevations and are important in maintaining a visually interesting street-scene consistent with the use of such areas by members of the public, and so as

to be consistent with saved policy DC14 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy.