DATED 12th December 2023

THE COUNCIL OF THE CITY OF MANCHESTER

- and –

CADENT GAS LIMITED

- and -

SOUTHVALLEY ESTATES LTD

- and -

TOGETHER COMMERCIAL FINANCE LIMITED

AGREEMENT

pursuant to section 106 of the Town and Country Planning Act 1990 (as amended) relating to Land bounded by Gould Street, Williamson Street, Bromley Street and Bilbrook Street, Manchester, M4 4DD

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

EVD3001/3788

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THIS AGREEMENT is made the 12th day of December 2023

BETWEEN:

(1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the **"Council"**),

(2) **SOUTHVALLEY ESTATES LTD** (incorporated in England with company number 05463123) whose registered office is at Universal Square, Building 2, 3rd Floor, Devonshire Street North, Manchester, M12 6JH (the **"First Owner"** and the "**Developer"**),

(3) **CADENT GAS LIMITED** (incorporated in England with company number 10080864) whose registered office is at Cadent, Pilot Way, Antsy, Coventry, CV7 9JU (the **"Second Owner**"),

(4) **TOGETHER COMMERCIAL FINANCE LIMITED** (incorporated in England with company number 02058813) whose registered office is at Lake View, Lakeside, Cheadle, Cheshire, SK8 3GW (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 the planning obligations are enforceable by the Council

B The First Owner is the freeholder owner with title absolute of that part of the Site registered at the Land Registry under title number GM861150 together with but subject to all matters contained or referred to in the Title Register thereunder

C The Second Owner is the freehold owner of that part of the Site registered at the Land Registry with Title Absolute under title number GM861152 together with but subject to all matters contained or referred to in the Title Register thereunder

D The Developer is the freehold owner of that part of the Site registered at the Land Registry with Title Absolute under title number MAN258078 together with but subject to all matters contained or referred to in the Title Register thereunder

E The Mortgagee is interested in the Site by virtue of the Legal Charges

F 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

G The Council resolved on 3rd June 2021 that it was minded to grant the Planning Permission subject to the completion of this Agreement

H 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

Owners have 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

I The Developer and the Owners 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

J The Council has determined that in order to comply with the Core Strategy the Development should provide 20% on-site Affordable Housing or an equivalent financial contribution towards Affordable Housing within the Administrative Boundaries of Manchester or a combination of both ("the Affordable Housing Policy Requirement") However the Developer and the Owners 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 Council has accepted that at the date of this Agreement without a reduction in the Affordable Housing Policy Requirement the implementation of the Development is not viable However the Developer and the Owners have been able to agree to the provision of Affordable Housing which would deliver 7% on-site Affordable Housing in the manner set out in Paragraph 4 of Schedule 2

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,

"Additional Affordable Housing Scheme" a scheme to be prepared by the Developer and the Owners and submitted to the Council in accordance with paragraph 2 5 1 of Schedule 2 detailing the Additional Affordable Housing Units to be provided and which

(a) Contains plans showing the location, size and internal layout of each Additional Affordable Housing Unit

(b) Provides an indicative timetable for construction and delivery of the Additional Affordable Housing Units

"Additional Affordable Housing Units" additional Shared Ownership Units and/or Affordable Rented Units to be provided in the Development in accordance with the Additional Affordable Housing Scheme to be provided pursuant to paragraph 2 5 1 of Schedule 2

"Additional Calculation Date" shall be the date 12 months after the Completion of Construction of Phase 1 of the Development and/or the date 12 months after the Completion of Construction of Phase

3 of the Development in the event that either Commencement of Development of Phase 2 and/or Phase 4 of the Development as appropriate has not occurred,

"Additional Viability Appraisal" a written appraisal of Phase 1 and/or Phase 1 Phase 2 and Phase 3 in the form set out in Schedule 4 to assess the Gross Margin required to be provided on the Additional Calculation Date in accordance with the provisions of Schedule 4 of this Agreement Further guidance on the format to follow can be found in the first edition of the guidance note published in March 2021 by the Royal Institution of Chartered Surveyors titled "Assessing viability in planning under the National Planning Policy Framework 2019 for England" or any amendment, update or replacement of the same,

"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 Unit" a Dwelling which shall be designated as Affordable Housing under this Agreement by the Developer and the Owners and approved by the Council and in accordance with the Planning Permission,

"Affordable Rent" means subject to rent controls that require a rent of no more than 80% of the local market rent (including service charges, where applicable) for the relevant Dwelling and which in any event will not exceed the local housing allowance and Affordable Rented shall be construed accordingly,

"Affordable Rented Unit" means any Affordable Housing Unit the site of which is to be Disposed of to a Registered Provider for letting at an Affordable Rent on an assured tenancy or assured short hold tenancy or equivalent or similar tenancy or lease in accordance with the relevant provisions of the Housing and Regeneration Act 2008 or any replacement of the same and marketed in accordance with guidance issued by the HCA from time to time,

"Agreement" shall mean this agreement,

"**Anticipated Date of Completion of Construction"** means the date upon which the Developer and the Owners anticipate that the Completion of Construction of the relevant phase of the Development referred to in this Agreement shall take place,

"Application" the application to which the Council gave the reference 128248/FO/2020 for planning permission for the erection of 9 buildings ranging from 8 to 34 storeys in height to form 1202 residential apartments (Use Class C3a) and ground floor commercial uses (Use Class E) (192 sqm) together with associated car parking, new vehicular and pedestrian access, public realm, landscaping and other associated works following the demolition of existing structures and buildings,

"Capital Funding Guide" contains the rules and procedures for all providers delivering affordable housing through one of the Homes and Communities Agency's affordable homes programmes,

"**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 or a Phase of the Development as appropriate 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 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,

"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,

"Dwelling" a unit of accommodation to be constructed on the Site as part of the Development pursuant to the Planning Permission,

"Early Stage Maximum Contribution" means the sum of eight million one hundred and eighty six thousand eight hundred and seventy pounds (£8,186,870),

"Early Stage Viability Appraisal" a written appraisal of Phase 1 and Phase 2 in the form set out in Schedule 4 to assess the Gross Margin required to be provided on the First Calculation Date in accordance with the provisions of Schedule 4 of this Agreement Further guidance on the format to follow can be found in the first edition of the guidance note published in March 2021 by the Royal Institution of Chartered Surveyors titled "Assessing viability in planning under the National Planning Policy Framework 2019 for England" or any amendment, update or replacement of the same,

"Early Stage Viability Payment" a payment required to be made by the Developer or the Owners to the Council if the Early Stage Viability Appraisal shows that the Profit Level as assessed will be achieved and will be 50% of the amount by which the Gross Margin exceeds the Profit Level PROVIDED THAT the Viability Payment shall be no more than the Early Stage Maximum Contribution,

"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,

"Final Additional Affordable Housing Scheme" a scheme to be prepared by the Developer and the Owners and submitted to the Council in accordance with paragraph 3 5 1 of Schedule 2 detailing the Additional Affordable Housing Units to be provided and which

(a) Contains plans showing the location, size and internal layout of each Final Additional Affordable Housing Unit

(b) Provides an indicative timetable for construction and delivery of the Final Additional Affordable Housing Units

"Final Additional Affordable Housing Units" additional Shared Ownership Units to be provided in Phase 4 of the Development in accordance with the Final Additional Affordable Housing Scheme to be provided pursuant to paragraph 3 5 1 of Schedule 2

"First Calculation Date" shall be upon first Occupation of Phase 2 of the Development,

"Final Stage Viability Appraisal" a written appraisal of Phase 1, Phase 2, Phase 3 and Phase 4 in the form set out in Schedule 4 to assess the Gross Margin required to be provided on the Second Calculation Date in accordance with the provisions of Schedule 4 of this Agreement Further guidance on the format to follow can be found in the first edition of the guidance note published in March 2021 by the Royal Institution of Chartered Surveyors titled "Assessing viability in planning under the National Planning Policy Framework 2019 for England" or any amendment, update or replacement of the same,

"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 or the Owners on Completion of Construction as a Private Rental Sector (PRS) 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,

"GDC" means gross development cost as defined in Appendix F of the RICS guidance note 1st edition entitled "Financial viability in planning" and assigned reference GN 94/2012 or any replacement, update or amendment of the same In addition the Council will accept in the calculation of GDC the actual costs incurred in the Development up to the time of preparation of the Viability

Appraisal and such details shall be included in the Viability Appraisal provided always that any such actual costs are allowed for in the said Appendix F of the RICS guidance note,

"GDV" means gross development value as defined in Appendix F of the RICS guidance note 1st edition entitled "Financial viability in planning" and assigned reference GN 94/2012 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 prices achieved at the development up to the time of preparation of the Viability Appraisal and detailed therein,

"Gross Margin" the GDV after deducting the GDC as more particularly detailed in the Viability Appraisal,

"HCA" the Homes and Communities Agency, and includes the body known as the Regulation Committee of Homes England, also known as the Regulator of Social Housing, established under the Housing and Regeneration Act 2008 as amended by the Localism Act 2011 which was launched as the Homes and Communities Agency trading as Homes England in January 2018 by the Ministry of Housing Communities and Local Government and which carries out the non-regulatory function formerly carried out by the Homes and Communities Agency or such other body or bodies as may replace it for the purposes of procuring Affordable Housing from time to time and "Homes England", "Regulator of Social Housing" and "HCA" shall be construed accordingly,

"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,

"Legal Charges" the charge dated 28 February 2019 registered against the title number MAN258078 and the further charge dated 20 November 2023 and the debenture dated 20 November 2023 to be registered against title numbers GM861150 and MAN258078,

"Management Fee" shall mean 15% of the planning application fee which equates to twenty seven thousand four hundred and eighty three pounds and fifteen pence (£27,483 15) to be used for the purpose of management and monitoring of this Agreement and the Planning Obligations contained herein,

"Market Housing Units" that part of the Development which is general market housing for sale on the open market and which is not Affordable Housing,

"Maximum Contribution" means the sum of twenty two million four hundred and sixty four thousand two hundred and twelve pounds (£22,464,212),

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

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

"Open Market Value" the estimated amount for which the Affordable Housing Units would be sold on the open market as Market Housing Units between a willing buyer and a willing seller in an arms length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion,

"Owners" the First Owner and the Second Owner together,

"Phase" shall comprise Phase 1, Phase 2, Phase 3 or Phase 4 as appropriate

"Phase 1" shall comprise of buildings A and B and associated public realm and landscaping as shown on the phasing plan numbered GDS-AHR-SO-XX-DR-A-PL-101 at Schedule 5,

"Phase 2" shall comprise of buildings C and D and associated public realm and landscaping as shown on the phasing plan numbered GDS-AHR-SO-XX-DR-A-PL-102 at Schedule 5,

"Phase 3" shall comprise of buildings E and F and associated public realm and landscaping including the park as shown on the phasing plan numbered GDS-AHR-SO-XX-DR-A-PL-103 at Schedule 5,

"Phase 4" shall comprise of buildings G, H and I and associated public realm and landscaping as shown on the phasing plan numbered GDS-AHR-SO-XX-DR-A-PL-104 at Schedule 5,

"Plan" the plan numbered GDS-AHR-SO-ZZ-DR-A-PL-000/P1 attached to the Agreement at Schedule 1,

"Planning Obligations" shall mean the obligations of the Developer and the Owners specified in the Schedules,

"Planning Permission" the planning permission granted pursuant to the Application,

"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 First Second or Additional Calculation Date,

"Private Rental Sector Forward Funding Arrangement" means a Forward Funding Arrangement in which the Owners will retain the whole or part of the Development on Completion of Construction as a Private Rental Sector Investment,

"Private Rental Sector Investment" means a Development that will deliver new-build homes for the private rental market, to be retained by the Owners on Completion as an investment,

"Profit Level" means in the case of a Pre Sale when the Gross Margin is equivalent to 15% of the GDV and in all other cases is when the Gross Margin is equivalent to 20% of the GDV,

"Protected Tenant" any tenant who

(a) has exercised the right to acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit,

(b) has exercised any statutory right to buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit,

(c) has entered into a Shared Ownership Lease with a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining equity so that the tenant owns the entire Affordable Housing Unit

"Registered Provider" means one of more of the following

(a) a registered social landlord as defined in the Part 1 of the Housing Act 1996 who is registered with the Regulator pursuant to s 3 of the Housing Act 1996 and has not been removed from that register pursuant to s 4 of Housing Act 1996,

(b) a provider of social housing as defined in s 80 of the Housing and Regeneration Act 2008 who is registered with the Affordable Housing Regulator pursuant to s111 of the Housing and Regeneration Act 2008 and has not been removed from the register, or

(c) any other body, organisation or company which is approved by Homes England for the receipt of Social Housing Grant (or any successor agency or body),

(d) any other housing provider, company, trust, charity or body, whose objective is the provision of Affordable Housing

"Regulations" the Community Infrastructure Levy Regulations 2010

"Regulator" means the body known as the Regulation Committee of Homes England, also known as the Regulator of Social Housing, or any successor organisation or body which regulates Registered Providers,

"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,

"Right to Acquire" means the right of a tenant to acquire the Affordable Housing Unit of which they are a tenant provided under section 180 of the Housing and Regeneration Act 2008 and governed by the Housing Act 1985 and modified by the Housing (Right to Acquire) Regulations 1997 as the same may be modified or as contained in any replacement of the same,

"Right to Buy" means the right of (a) tenant(s) to buy the Affordable Housing Unit of which he/she/they is/are a tenant provided

(a) under the Housing Act 2005 and under the Housing and Planning Act 2016 as the same may be modified or as contained in any replacement of the same, or

(b) any equivalent contractual right,

(c) any extension of the Right to Buy to tenants of Registered Providers either through a voluntary scheme brought in by a Registered Provider or by government legislation as the same may be modified or contained in any replacement of the same,

"**Right to Shared Ownership**" means the right for an eligible tenant of an Affordable Housing Unit to purchase it on Shared Ownership Terms as more particularly described in the RTSO Guidance and the Capital Funding Guide,

"**RTSO Guidance**" means the guidance entitled "Right to Shared Ownership initial guidance for registered providers" published 8 September 2020 or any replacement, update or amendment of the same from time to time,

"Second Calculation Date" shall be upon first Occupation of Phase 4 of the Development,

"Shared Ownership Housing" means Affordable Housing sold and leased by a Registered Provider on Shared Ownership Terms,

"Shared Ownership Lease" a lease the terms of which provide for ownership to be shared between the occupier and a landlord under which the occupier owns part of the equity in the leasehold title and pays a rental on the balance of the equity held in the leasehold interest Permitting staircasing up to 100% Such ownership by the occupier shall not be more than 75% (seventy five per cent) of the equity when measured against full Open Market Value of the relevant Affordable Housing Unit,

"Shared Ownership Terms" means the terms of a disposal contained in shared ownership leases substantially in the same form as the model shared ownership leases published by Homes England from time to time whereby (i) a Registered Provider sells shares in the equity of a dwelling to an eligible purchaser (the initial share being between 25% and 75%) who pays rent upon the remainder and (ii) Staircasing to 100% of the equity of the dwelling is permitted,

"Shared Ownership Unit" means a single Dwelling that is also Shared Ownership Housing,

"Site" the property described in Schedule 1 and shown for the purposes of identification only edged red on the Plan,

"Staircasing" means the exercise by the owner-occupier of a Shared Ownership Unit of the right to purchase additional equity shares up to 100% of the entire interest in the dwelling after which the rent payable on any equity share retained by the Registered Provider shall be reduced proportionally and "Staircase" shall be construed accordingly,

"Viability Assessment Fee" the sum of twelve thousand pounds (£12,000) 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 Developer or the Owners to the Council if the Early Stage Viability Appraisal, the Final Stage Viability Appraisal or the Additional Viability Appraisal shows that the Profit Level as assessed will be achieved and will be 50% of the amount by which the Gross Margin exceeds the Profit Level PROVIDED THAT the Viability Payment shall be no more than in respect of the Early Stage Viability Appraisal the Early Stage Maximum Contribution and in respect of the Final Stage Viability Appraisal and/or the Additional Viability Appraisal the Maximum Contribution,

"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 Owners 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 Developer and the Owners

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 Paragraph 1 of Schedule 2 which shall have immediate effect

4 **CONDITION SUBSEQUENT**

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Developer or either of the Owners) 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 DEVELOPER'S AND THE OWNERS' COVENANTS**

5 1 The Developer and the Owners on behalf of themselves and any person deriving title to any part of the Site from the Developer or the Owners hereafter hereby covenant with the Council so as to bind the Site to fully observe and perform the obligations on his part contained in this Agreement including those obligations set out in 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 Developer and the Owners 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 the Developer and the Owners 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 the Developer and the Owners

7 2 If the Council the Developer and the Owners 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 Developer and the Owners agree 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 This Agreement shall not be enforceable against an owner-occupier, tenant or mortgagee of a Dwelling or those deriving title from them or any statutory undertaker or other utility supplier in relation to any part or parts of the Site acquired by them for the construction or installation of any structure or other apparatus (including without limitation and without prejudice to the generality of the foregoing electricity substations poles stays gas governor stations pumping stations or balancing ponds) required for the connection and supply of utility services

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 For the purpose of noting this Agreement on the titles of the Developer and the Owners registered under title numbers GM861150, GM861152 and MAN258078 at the Land Registry the Developer and the Owners will on the date hereof provide the Council with completed Form AN1 (or any replacement of this form) together with either a cheque made payable to the Land Registry to cover the requisite fee or alternatively with the Developer's and the Owners' solicitor's completed Land Registry account key number details inserted in the form The Council will arrange for the AN1 (or any replacement of this form) to be registered at the Land Registry and the Developer and the Owners will supply the Council with a copy of the amended registers as soon as reasonably practicable following their receipt by the Developer and the Owners from the Land Registry

11 3 The Council will upon receipt of a written request of the Developer or the Owners 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 Developer or the Owners 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, the Second Owner, the Developer and the Mortgagee respectively at their registered office address,

15 **FEES**

15 1 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 Developer nor absolve 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 When submitting the Early Stage Viability Assessment, Final Stage Viability Assessment or Additional Viability Appraisal 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

15 4 The Developer shall on the date hereof pay to the Council the Management Fee

16 **INTEREST**

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

17 **JURISDICTION**

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

18 **COMPLETION**

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

19 **MORTGAGEE**

19 1 The Mortgagee consents to this Agreement being entered into with the intention that its interest in the Site in the form of the Legal Charge detailed in the title register 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 and only in respect of breaches committed by such Mortgagee during the period

that it occupies as mortgagee in possession of the Site and for the avoidance of doubt the term Mortgagee does not include any successor in title to the Mortgagee

20 **WARRANTY AS TO TITLE**

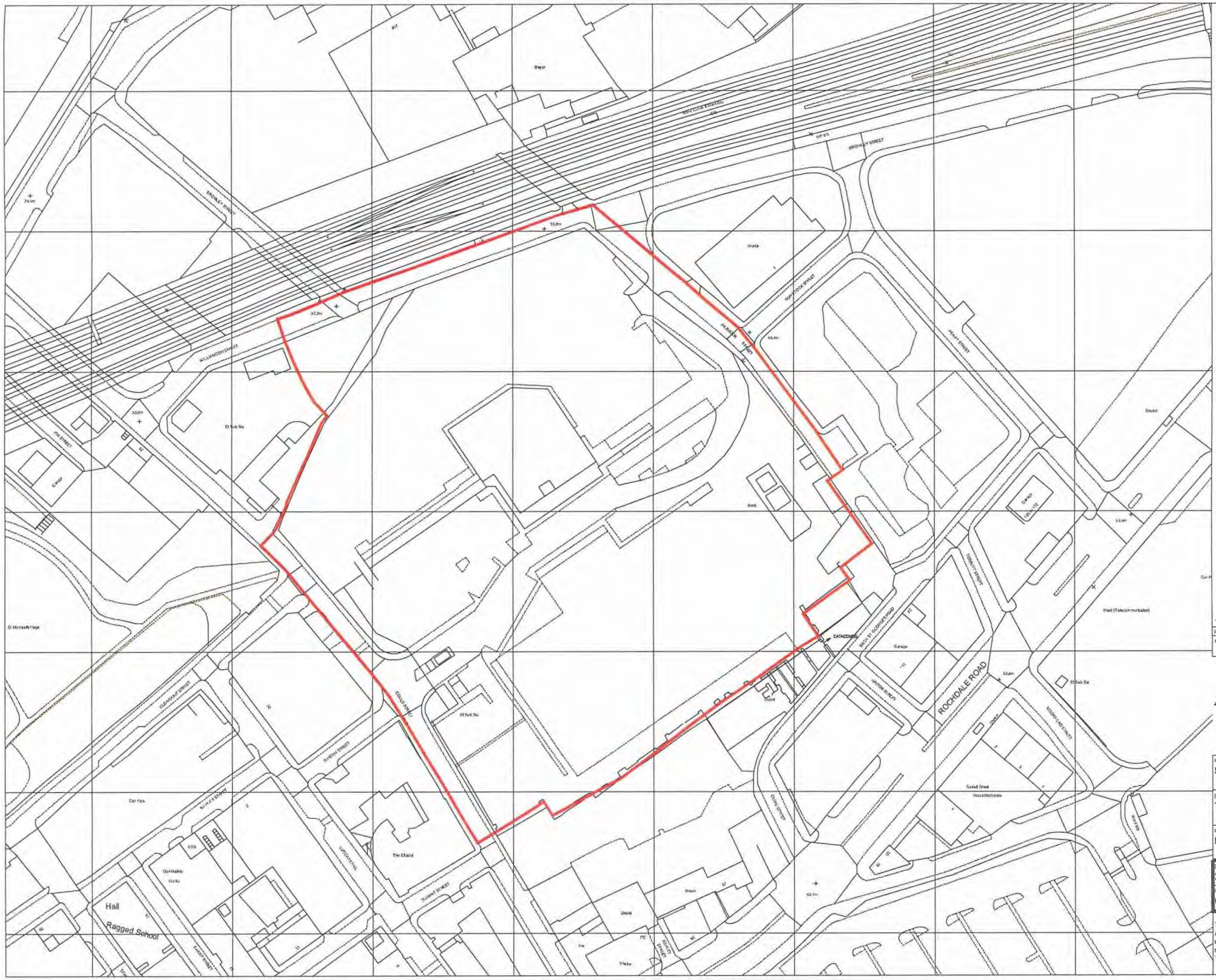
The Developer the Owners and the Mortgagee hereby warrant to the Council that the title details recited in this Agreement are complete and accurate in every respect and no other person has an interest in the Site who has not been disclosed to the Council prior to the date hereof

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

SCHEDULE 1

THE SITE

Land bounded by Gould Street, Williamson Street, Bromley Street and Bilbrook Street and shown for the purposes of identification only edged red on the Plan



Rev	Description	Date	Dr by	App by
originated by		date created		approved by
FW		18.10.20		DB

Glossop Office
Address

client
Southvalley Estates Ltd

project
The Gasworks New Town - Site

drawing
Location Plan

project number	scale	
2015_00541_000	1:1250	@A3
drawing number	rev	issue status
GDS-AHR-SO-ZZ-DR-A-PL-000	P1	S0

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SCHEDULE 2

THE DEVELOPER'S AND THE OWNERS' GENERAL COVENANTS

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

1 NOTICES

1 1 To notify the Council in writing within five (5) Working Days of Commencement of Development that development has commenced,

1 2 To notify the Council in writing at least ten (10) Working Days in advance of the Anticipated Date of Completion of Construction of Phase 2 of the Development

1 3 To notify the Council in writing at least ten (10) Working Days in advance of the Anticipated Date of Completion of Construction of Phase 4 of the Development

2 EARLY STAGE Viability Appraisal AND EARLY STAGE VIABILITY PAYMENT

2 1 The Developer and the Owners will provide the Council with an Early Stage Viability Appraisal for agreement by the Council within twenty (20) Working Days of the First Calculation Date

2 2 Within forty (40) Working Days of its receipt of the Early Stage Viability Appraisal the Council shall give written notice to the Developer and the Owners either -

2 2 1 Stating that it accepts the Early Stage Viability Appraisal or

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

2 3 In the event that the Council shall have served a notice on the Developer and the Owners pursuant to paragraph 2 2 2 of this Schedule the Developer and the Owners and the Council shall use reasonable endeavours to reach agreement in respect of the Early Stage Viability Appraisal but if the Developer and the Owners and the Council shall have failed to agree the Early Stage Viability Appraisal within twenty (20) Working Days of the notice served by the Council pursuant to Paragraph 2 2 2 of this Schedule, 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 Early Stage Viability Appraisal, which both Parties agree will be final and binding upon them,

2 4 The Early Stage Viability Appraisal not by way of limitation shall include and confirm the GDV and the GDC,

2 5 Early Stage Viability Payment or provision of Additional Affordable Housing Units

2 5 1 In the event that the Early Stage Viability Appraisal is agreed by the Council or determined pursuant to paragraph 2 3 of this Schedule and the information contained therein shows that in accordance with the provisions of this Agreement an Early Stage Viability Payment is due then the Developer and the Owners shall either pay to the Council the Early Stage Viability Payment PROVIDED ALWAYS that this does not exceed the Early Stage Maximum Contribution and the Viability Assessment Fee within twenty (20) Working Days of the date on which the Early Stage Viability Assessment is agreed by the Council or determined pursuant to paragraph 2 3 of this Schedule or shall provide to the Council the Additional Affordable Housing Scheme for its approval within twenty (20) Working Days of the date on which the Early Stage Viability Assessment is agreed by the Council or determined pursuant to paragraph 2 3 of this Schedule

2 5 2 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 2 3 of this Schedule) shows that an Early Stage Viability Payment is not due then it is agreed by the Council that the Early Stage Viability Payment shall not be payable although the Viability Assessment Fee shall still be due

2 5 3 The Developer and the Owners covenant with the Council that it will indemnify the Council to the full extent of any Early Stage Viability Payment and related Viability Assessment Fee due that remains unpaid on the expiry of the time limit for payment set out in paragraph 2 3 of this Schedule (the "Outstanding Amount") and will pay the Outstanding Amount to the Council within twenty (20) Working Days of its receipt of a written request from the Council for the Outstanding Amount

3 FINAL STAGE VIABILITY APPRAISAL AT SECOND CALCULATION DATE AND VIABILITY PAYMENT

3 1 Within twenty (20) Working Days of the Second Calculation Date the Developer and the Owners will provide the Council with an updated or new copy of the Final Stage Viability Appraisal for possible agreement by the Council,

3 2 Within forty (40) Working Days of its receipt of the Final Stage Viability Appraisal the Council shall give written notice to the Developer and the Owners either -

3 2 1 Stating that it accepts the Final Stage Viability Appraisal or

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

3 3 In the event that the Council shall have served a notice on the Owners pursuant to paragraph 3 2 2 of this Schedule the Developer and the Owners and the Council shall use reasonable endeavours to reach agreement in respect of the Final Stage Viability Appraisal but if the

Developer the Owners and the Council shall have failed to agree the Final Stage Viability Appraisal within twenty (20) Working Days of the notice served by the Council pursuant to Paragraph 3 2 2 of this Schedule, 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 Final Stage Viability Appraisal, which the Parties agree will be final and binding upon them,

3 4 The Final Stage Viability Appraisal not by way of limitation shall include and confirm the GDV and the GDC,

3 5 Final Viability Payment

3 5 1 In the event that the Final Stage Viability Appraisal is agreed by the Council or determined pursuant to paragraph 3 3 of this Schedule and the information contained therein shows that in accordance with the provisions of this Agreement a Viability Payment is due ("Final Viability Payment") then the Developer and the Owners shall pay to the Council the Final Viability Payment PROVIDED ALWAYS that this does not exceed the Maximum Contribution less the Early Stage Viability Payment (if paid) within twenty (20) Working Days of the date on which the Final Viability Stage Appraisal is agreed by the Council or determined pursuant to paragraph 3 3 of this Schedule or shall provide to the Council the Final Additional Affordable Housing Scheme for its approval within twenty (20) Working Days of the date on which the Final Stage Viability Appraisal is agreed by the Council or determined pursuant to paragraph 3 3 of this Schedule

3 5 2 In the event that the information contained in the Final Stage Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 3 3 of this Schedule) shows that a Final Viability Payment is not due then it is agreed by the Council that the Final Viability Payment shall not be payable although the Viability Assessment Fee shall still be due

3 5 3 The Developer and the Owners covenant with the Council that it will indemnify the Council to the full extent of any Final Viability Payment and related Viability Assessment Fee due that remains unpaid on the expiry of the time limit for payment set out in paragraph 3 3 of this Schedule (the "Outstanding Amount") and will pay the Outstanding Amount to the Council within twenty (20) Working Days of its receipt of a written request from the Council for the Outstanding Amount

4 **ADDITIONAL VIABILITY APPRAISAL AT ADDITIONAL CALCULATION DATE AND VIABILITY PAYMENT**

4 1 Within twenty (20) Working Days of the Additional Calculation Date the Developer and the Owners will provide the Council with an updated or new copy of the Additional Viability Appraisal for possible agreement by the Council,

4 2 Within forty (40) Working Days of its receipt of the Additional Viability Appraisal the Council shall give written notice to the Developer and the Owners either -

4 2 1 Stating that it accepts the Additional Viability Appraisal or

4 2 2 Correcting or challenging any of the amounts or conclusions included in the Additional Viability Appraisal and giving details of the disputed amounts or conclusions,

4 3 In the event that the Council shall have served a notice on the Owners pursuant to paragraph 4 2 2 of this Schedule the Developer and the Owners and the Council shall use reasonable endeavours to reach agreement in respect of the Additional Viability Appraisal but if the Developer the Owners and the Council shall have failed to agree the Additional Viability Appraisal within twenty (20) Working Days of the notice served by the Council pursuant to Paragraph 4 2 2 of this Schedule, 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 Additional Viability Appraisal, which the Parties agree will be final and binding upon them,

4 4 The Additional Viability Appraisal not by way of limitation shall include and confirm the GDV and the GDC,

4 5 Additional Viability Payment

4 5 1 In the event that the Additional Viability Appraisal is agreed by the Council or determined pursuant to paragraph 4 3 of this Schedule and the information contained therein shows that in accordance with the provisions of this Agreement a Viability Payment is due ("Additional Viability Payment") then the Developer and the Owners shall pay to the Council the Additional Viability Payment PROVIDED ALWAYS that this does not exceed the Maximum Contribution less the Early Stage Viability Payment and/or the Final Stage Viability Payment (if either or both have been paid) within twenty (20) Working Days of the date on which the Additional Viability Appraisal is agreed by the Council or determined pursuant to paragraph 4 3 of this Schedule or shall provide to the Council the Final Additional Affordable Housing Scheme for its approval within twenty (20) Working Days of the date on which the Additional Viability Appraisal is agreed by the Council or determined pursuant to paragraph 4 3 of this Schedule

4 5 2 In the event that the information contained in the Additional Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 4 3 of this Schedule) shows that an Additional Viability Payment is not due then it is agreed by the Council that the Additional Viability Payment shall not be payable although the Viability Assessment Fee shall still be due

4 5 3 The Developer and the Owners covenant with the Council that it will indemnify the Council to the full extent of any Additional Viability Payment and related Viability Assessment Fee due that

remains unpaid on the expiry of the time limit for payment set out in paragraph 4 3 of this Schedule (the "Outstanding Amount") and will pay the Outstanding Amount to the Council within twenty (20) Working Days of its receipt of a written request from the Council for the Outstanding Amount

5 AFFORDABLE HOUSING

5 1 The Affordable Housing shall comprise of the following tenure and unit mix The Developer and the Owners will agree with the Council and implement prior to Occupation of each phase of the Development a written scheme for the Affordable Housing Units on the Site which will detail the number, size, and location (by reference to plans) of the Affordable Housing Units for that phase of the Development

Phase of Development	Total Affordable Housing Units
1	2
2	8
3	27
4	48

5 2 The Developer and the Owners are to construct on the Site eighty five (85) Affordable Housing Units which shall be specifically Shared Ownership Housing and Affordable Rent and shall be disposed of by a Registered Provider as Affordable Rent or on Shared Ownership Terms

5 3 The Affordable Housing Units shall only be disposed of to a Registered Provider Any transfer of the Affordable Housing Units to a Registered Provider shall be free from incumbrances and free from any restrictions that would prevent their use as Affordable Housing

5 4 The Affordable Housing Units shall not be used for any purpose other than for Affordable Housing save that this restriction will not apply to

5 4 1 A mortgagee or chargee (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator (each a **Receiver**)) of the whole or any part of the Affordable Housing Units or any persons or bodies deriving title through such mortgagee or chargee or Receiver, or

5 4 2 Any occupant of an Affordable Housing Unit who has exercised a statutory right to acquire under the Housing Act 1996 or otherwise or any person other than a registered Provider deriving title under that occupant, or

5 4 3 A freeholder who was previously the leaseholder of an Affordable Housing Unit who has exercised their right to Staircase ownership up to 100% ownership, or

5 4 4 A mortgagee of an occupant or leaseholder in the event that a mortgagee of an occupant or leaseholder seeks to dispose of an Affordable Housing Unit pursuant to its power of sale exercised pursuant to default of the terms of the mortgage and successors in title

5 5 The Shared Ownership Units will be disposed of to an eligible purchasers Purchasers will be able to purchase between 25% and 75% of the full market value of the property The properties will be sold at the current market value A relevant Independent Financial Adviser will then use the approved HCA Shared Ownership affordability calculator to ascertain that any applicant is maximising their contribution and that any mortgage and rental costs are affordable and sustainable

5 6 The Shared Ownership Lease will give the buyer the right to buy the remaining share or additional shares in their home and therefore move from an initial share to full ownership in a number of stages as and when they can afford them For the avoidance of doubt occupiers who have entered into a Shared Ownership Lease will be allowed to Staircase to full ownership

5 7 In line with the Shared Ownership Affordable Homes Programme (SOAHP) prospectus, nationally or locally defined prioritisation criteria will not apply to the Shared Ownership Units other than a prioritisation for current and former members of the British Armed Forces

5 8 The disposal of the Affordable Rented Units to a Registered Provider will ensure that those units remain affordable in perpetuity unless they are disposed of under a Registered Provider's obligation in respect of Right to Buy or Right to Acquire or Right to Shared Ownership or otherwise in accordance with the terms of this Deed For the avoidance of doubt, the Affordable Rented Units and the Shared Ownership Units will both be subject to the Right to Shared Ownership where occupiers are eligible

SCHEDULE 3

The COUNCIL'S COVENANTS

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

1 To use any Viability Payment (if payable to the Council) towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose and to return to the party that paid such Viability Payment all or part of it that remains unspent at the date 10 years following the date of payment together with any accrued interest

2 To place any Viability Payment in an interest bearing account

3 To use any Viability Assessment Fee towards the review of any Viability Appraisal submitted under this Agreement and for no other purpose and to return to the party that paid the relevant Viability Assessment Fee any part that remains unspent in respect of the relevant review for which it was paid

4 At the written request of the Developer or the Owners 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

5 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 paid the Viability Payment to the Council

6 To issue the Planning Permission within two (2) Working Days of the date hereof

SCHEDULE 4

VIABILITY TEMPLATE

Land bounded by Gould Street, Williamson Street, Bromley Street and Bilbrook Street, Manchester, M4 4DD

Open Market Gross Development Value (GDV) £

Open Market Net Development Value (NDV) = GDV less Sales Incentives £

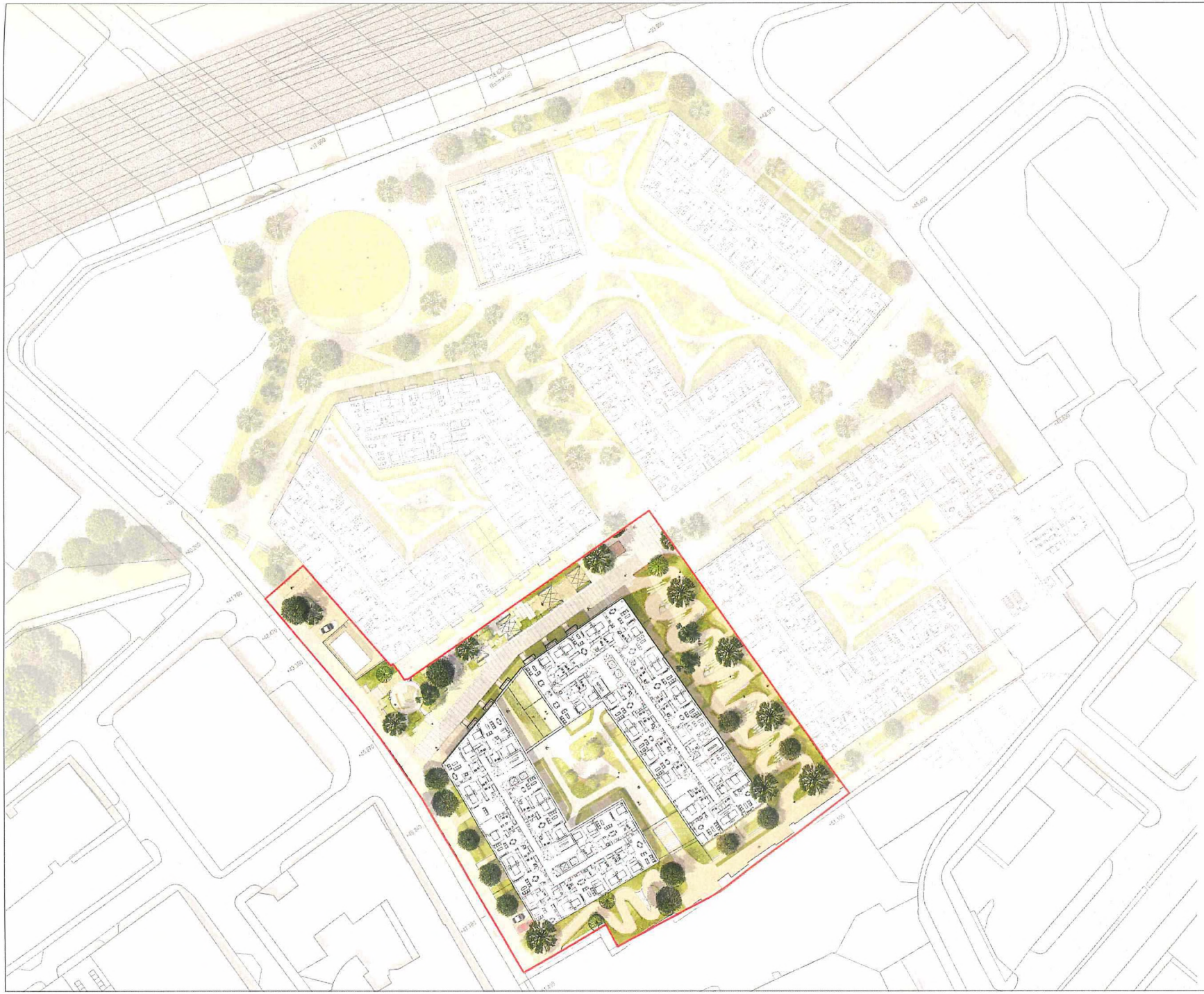
Profit Level – based upon 15% of GDV where Pre Sale and 20% of GDV of in all other scenarios	£
All in build cost – [Includes - House Build (Superstructure), Plot Costs (Incl Substructure), Infrastructure, Overheads and Prelims]	£
Schedule of abnormals TBA	£
Contingency on build costs and abnormals TBA	£
Professional fees on build costs and abnormals TBA	£
Sales and Marketing Costs TBA	£
Agreed planning stage Section 106 commuted sum payment	£
Finance cost of TBA	£
Interest cost on Deposits – TBA	£
Tax Relief – TBA	-£
Agreed Land Value	£6,737,054
Agreed Stamp Duty @	
Agreed Site Legal & Agents Fees @ 1% of Land Value	
TOTAL GROSS DEVELOPMENT COSTS (GDC)	
Surplus = NDV - GDC	
VIABILITY PAYMENT –	

NB All references to Development in the viability template shall relate in respect of the Early Stage Viability Appraisal to Phase 1 and Phase 2 of the Development and in respect of the Final Stage Viability Appraisal to Phase 1, Phase 2, Phase 3 and Phase 4 of the Development and in respect of the Additional Viability Appraisal to Phase 1 and/or Phase 1, Phase 2 and Phase 3 of the Development

Viability Payment Cannot Exceed the Early Stage Maximum Contribution in respect of the Early Stage Viability Appraisal or the Maximum Contribution in respect of the Final Viability Appraisal or the Additional Viability Appraisal

SCHEDULE 5

PHASING PLANS



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original by		date cr	proved by	
FW				DB

AHR

client
Southvalley Estates Ltd

project
The Gasworks New Town - Site

drawing
Phasing Plan
Phase 1

project number	scale	
2015.00541.000	N.T.S @A3	
drawing number	rev	issue status
GDS-AHR-SO-XX-DR-A-PL-101	-	S0

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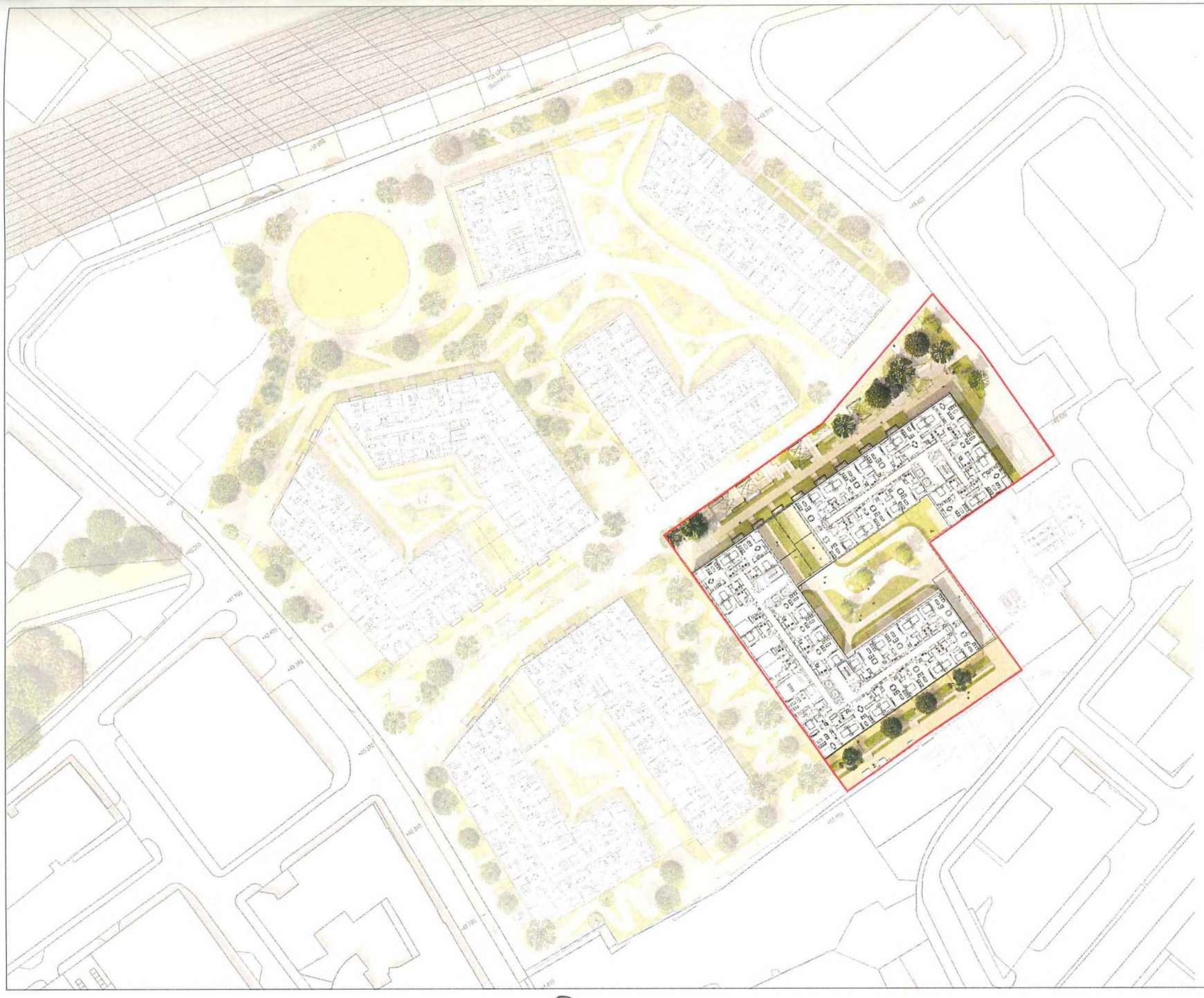

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original by		date created	
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AHR

Choose Of[redacted]

Address [redacted]

client
Southvalley Estates Ltd

project
The Gasworks New Town - Site

drawing
Phasing Plan
Phase 2

project number	scale	
2015.00541.000	N.T.S @A3	
drawing number	rev	issue status
GDS-AHR-SO-XX-DR-A-PL-102	-	S0

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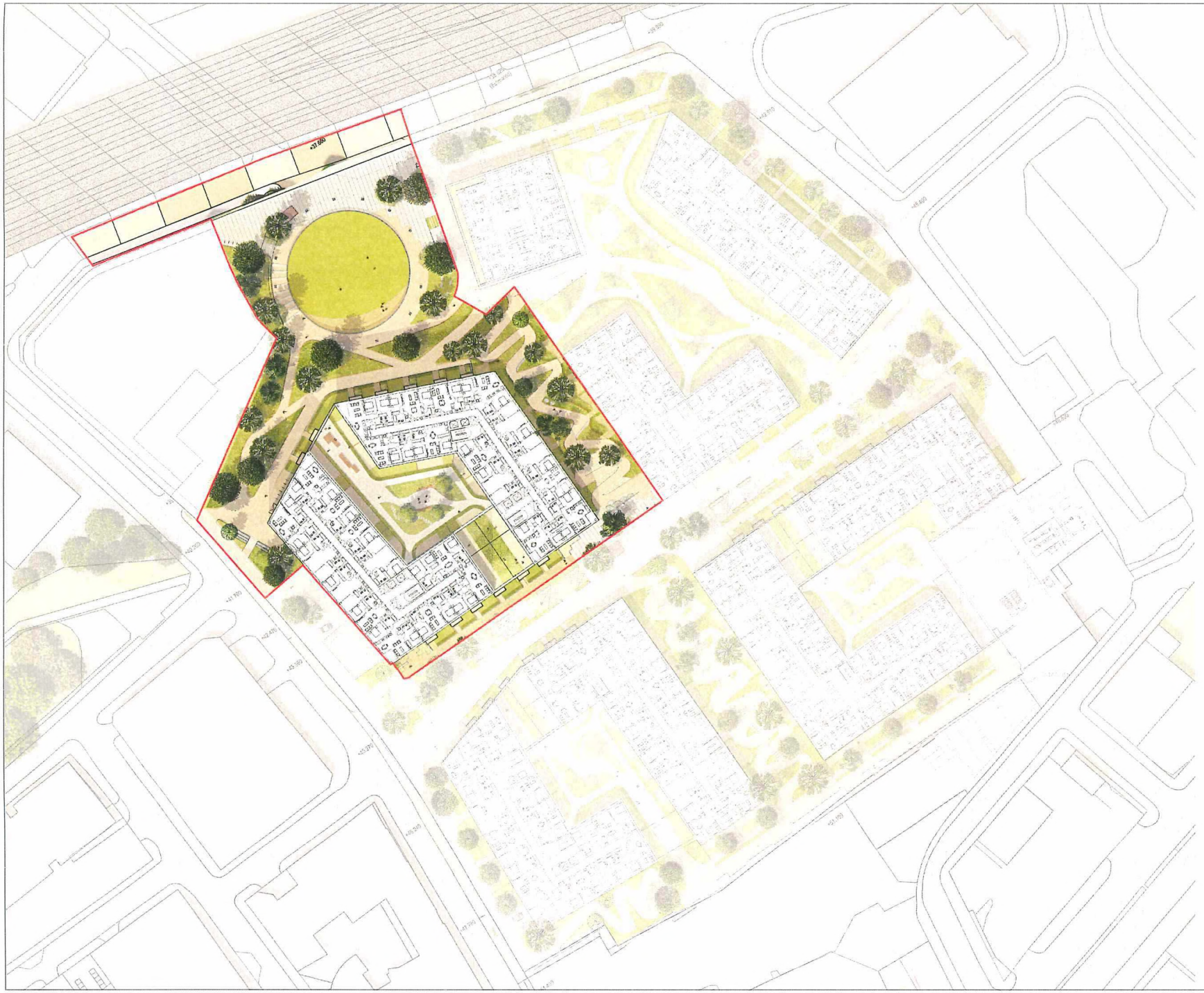

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Rev	Description	App by
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AHR

client
Southvalley Estates Ltd

project
The Gasworks New Town - Site

drawing
Phasing Plan
Phase 3

project number	scale	
2015.00541.000	N.T.S @A3	
drawing number	rev	issue status
GDS-AHR-SO-XX-DR-A-PL-103	-	S0

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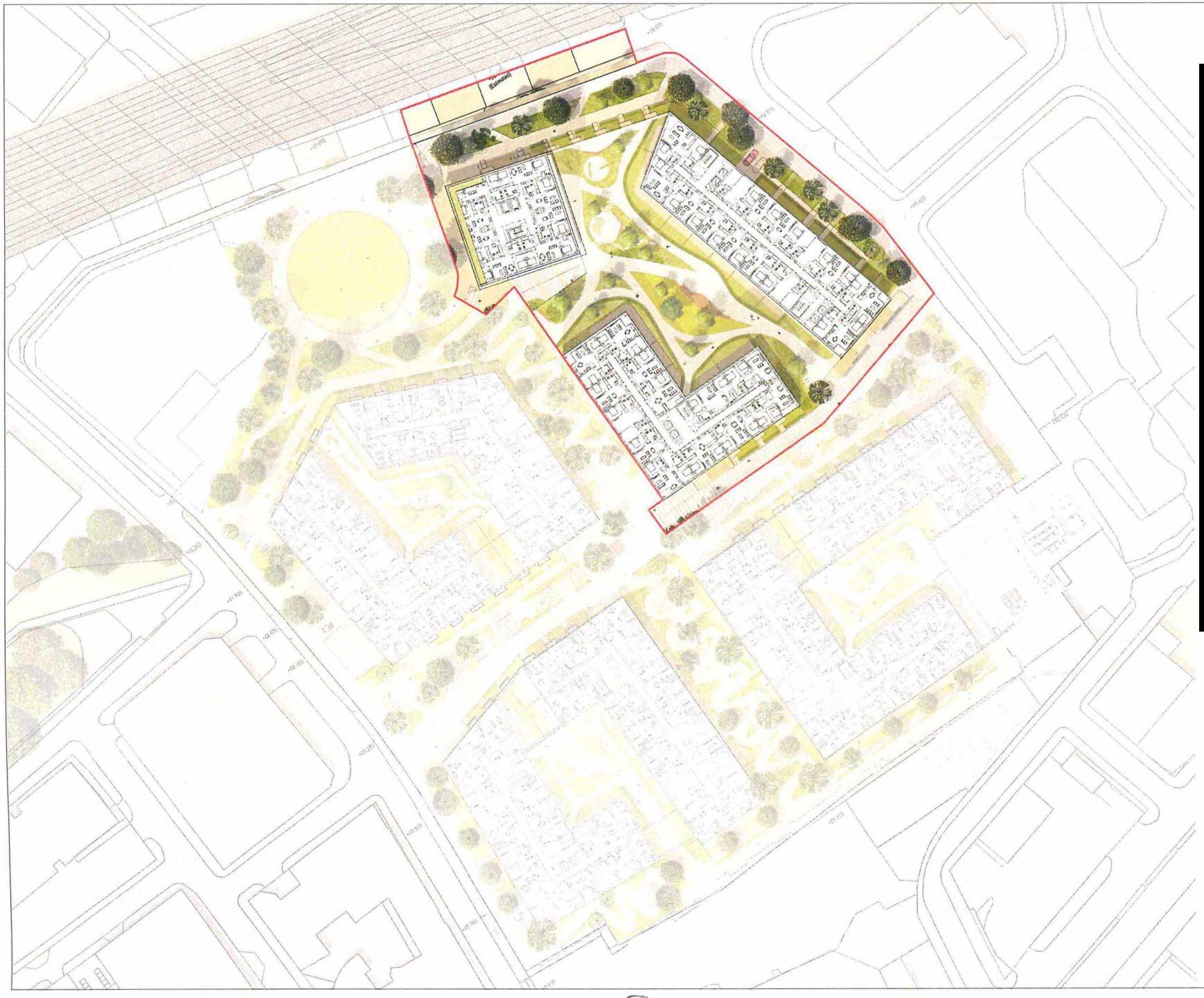

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AHR

client
Southvalley Estates Lt[redacted]

project
The Gasworks New Town - Site

drawing
Phasing Plan
Phase 4

project number	scale	
2015.00541.000	N.T.S @A3	
drawing number	rev	issue status
GDS-AHR-SO-XX-DR-A-PL-104	-	S0

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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:

[redacted]

U122422

Authorised Signatory

EXECUTED AS A DEED by CADENT GAS LIMITED

Acting by ~~a director~~ attorney under a Power of Attorney dated 24 January 2023

ESI. UP.

~~DIRECTOR~~

Signature: [redacted]

Name: (in block capitals) THOMAS BOWLING.

IN THE PRESENCE OF

Signature: [redacted]

Name: (in block capitals) M. LANDRA

~~Signature~~

~~Name: (in block capitals)~~

Address: [redacted]

Occupation: SOLICITOR

EXECUTED AS A DEED by SOUTHVALLEY ESTATES LIMITED

acting by a director

DIRECTOR

Signature [redacted]

Name (in block capitals) CAROL ALLEN

IN THE PRESENCE OF

Signature [redacted]

Name (in block capitals) MADELINE CONGILL SMITH

Address UNIVERSAL SQUARE,
MANCHESTER,
M12 6JH

Occupation PERSONAL ASSISTANT

EXECUTED AS A DEED by TOGETHER COMMERCIAL FINANCE LIMITED

acting by a director [redacted]

DIRECTOR

Signature

Name (in block capitals) MARC GOLDBERG

IN THE PRESENCE OF

Signature [redacted]

Name (in block capitals) ELAINE BRADBURY

Address [redacted]

Occupation SENIOR COMMERCIAL CASE MANAGER