

DATED 16th July 2025 ^{for} the City of Manchester ₁₆

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

CUBE HOMES LIMITED

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to land at 55 High Lane and to the west side of Stockton Road
Manchester M21**

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester
M60 2LA
L/BH/PLA001/84071

THIS AGREEMENT is made the 16 day of January 2025

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**");
- (2) **CUBE HOMES LIMITED** (incorporated in England with company number 06342867) whose registered office is at 2a Derwent Avenue, Manchester, M21 7QP (the "**Owner**")

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B The Owner is the freehold owner of the Site registered at the Land Registry with Title Absolute under Title Numbers GM579183 and GM579184 together with but subject to all matters contained or referred to in the Title Registers thereunder.
- C 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 in accordance with the Application but having considered Policies PA1 and H8 of the Core Strategy and Policy JP-H2 of Places for Everyone and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.
- D 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 (as defined herein) 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.

E 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.

F The Council has determined that the Development in order to comply with the Core Strategy should provide 20% on-site Affordable Housing (the “**Affordable Housing Policy Requirement**”).

AGREED TERMS

DEFINITIONS AND INTERPRETATION

1.1 The definitions and rules of interpretation set out in this Clause apply to this Agreement.

“**Act**” the Town and Country Planning Act 1990 as amended by the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004 and the Planning Act 2008;

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

“**Affordable Housing**” affordable housing as defined in the National Planning Policy Framework (NPPF) that will be available to persons who cannot afford to rent or buy housing generally available on the open market;

“**Affordable Housing Plan**” means the plan at the Appendix 1 which identify the location of the Affordable Housing Units with drawing number 22114-09-SLR or such amended Affordable Housing Plan as may be submitted to and approved by the Council in writing from time to time;

“**Affordable Housing Statement**” means a written statement detailing the provision of Affordable Housing Units in the form attached at Appendix 2 which has been approved by the Council or such amended Affordable Housing Statement as may be submitted to and approved by the Council in writing from time to time;

“Affordable Housing Unit” means a Dwelling which shall be designated as Affordable Housing in the Affordable Housing Statement. A total of 4 (four) Affordable Housing Units shall be designated as Affordable Housing in the Affordable Housing Statement submitted by the Owner for approval by the Council which has been approved and which are to be constructed according to at least the quality and design standards of the Regulator. The Affordable Housing Units shall be designed, constructed and completed to at least the same standard as the Market Housing Units. “Affordable Housing Units” shall be construed as referring to the 4 (four) Dwellings designated as Affordable Housing in the Affordable Housing Statement the location of which is detailed in the Affordable Housing Plan/s;

“Agreement” means this agreement;

“Application” the application for planning permission to which the Council gave the reference 143655/JO/2025;

“Chargee” any mortgagee or chargee of the Registered Provider or any receiver or manager (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;

“Chargee’s Duty” the tasks and duties of the Chargee set out in paragraph 5 of Schedule 2;

“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;

“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 being the variation to the development permitted by the First Planning Permission consisting of the variation of Condition 2 (specified plans) and 22 (landscaping) attached to the First Planning Permission to allow changes to the bin store roof to omit green roof, omission of basements to house type D and E and associated railings to lightwells, type A properties omission of rear terraces and replacement of railing balustrading with glazed balustrading and ground floor window removed from rear elevation and patio doors increased in width, change in material type from granite to standard paviours;

“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 and **“Dwellings”** shall be construed accordingly;

“Expert” a professional expert in town planning, who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten (10) years post-qualification experience;

“First Development” shall mean the development of the Site pursuant to the First Planning Permission and substantially comprising the proposed erection of 12 (twelve) 2.5 storey Dwellings; a pair of three storey semi-detached Dwellings; a three storey building comprising 6 (six) apartments; the retention and change of use of the existing mansion house together with the erection of a two storey side extension to form 2 (two) Dwellings; the creation of vehicular access points, associated landscaping, car parking and boundary treatment following the demolition of the other existing buildings and structures;

“First Planning Agreement” shall mean the planning agreement relating to the Site dated 2 April 2025 and made between the Council (1) and the Owner (2) pursuant to the First Planning Permission;

“First Planning Permission” shall mean full permission under the Act for the First Development granted under reference 137994/FO/2023 on 2 April 2025;

“Homes England “or “HE” means the body that funds and regulates Affordable Housing Providers and such expression shall include successors to the functions and powers of Homes England;

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

“Management Fee” shall mean 15% of the planning application fee which equates to £300 (three hundred pounds) to be used for the purpose of the 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 and “Market Housing Unit” shall be construed accordingly;

“Market Value” means the estimated amount for which the Affordable Housing Units would be sold on the open market as though they were Market Housing Units between a willing buyer and a willing seller in an arm’s length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion;

“NPPF” the National Planning Policy Framework issued in June 2019 and revised on 7 February 2025 (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;

“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;

“Places for Everyone” means the long term joint development plan of nine districts within Greater Manchester adopted by the Council on 21 March 2024;

“Plan” the plan attached to the Agreement at Schedule 1;

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

“Planning Permission” the full 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 3 to this Agreement;

“Practical Completion” issue of a certificate of practical completion by the Owner’s employer’s agent 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 employer’s agent or architect;

“Protected Tenant” means 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 either 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 or a provider of social housing as defined in s 80 of the Housing

and Regeneration Act 2008 who is registered with the Regulator pursuant to s111 of the Housing and Regeneration Act 2008 and has not been removed from the register and "Registered Providers" and "RP" shall be construed accordingly;

"Regulations" the Community Infrastructure Levy Regulations 2010 (as amended);

"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;

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

"Shared Ownership Lease" means 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 initial ownership by the occupier (and subject to the right to Staircase up to 100%) shall not be more than 75% of the equity when measured against full Market Value of the relevant Affordable Housing Unit;

"Shared Ownership Terms" means the terms of a disposal contained in model shared ownership leases published by the Regulator from time to time whereby:

- (a) a Registered Provider sells shares in the equity of a dwelling to an Eligible purchaser as described in paragraph 4.2 of the Affordable Housing Statement (the initial share being between 10% and 75%) who pays rent upon the remainder; and
- (b) staircasing to 100% of the equity of the dwelling is permitted;

"Shared Ownership Unit" means a Dwelling that is also Shared Ownership Housing and "Shared Ownership Units" shall be construed accordingly;

"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 Shared Ownership Unit after which the rent payable on any equity share retained by the Registered Provider shall be reduced proportionally and **Staircase** shall be construed accordingly;

“Staircasing Receipts” any receipts received by the Owner following disposal arising in respect of a Shared Ownership Lease as a result of Staircasing by the tenant.

“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

This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of this Clause and Clauses 5, 7, 9, 11, 13, 14, 15, 17, and 18 which shall have immediate effect save that in respect of Clause 5 the obligations in Schedule 2 shall take effect in accordance with the provisions set out in Schedule 2.

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 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 their part contained in this Agreement including those obligations set out in Schedule 2 and hereby agree 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 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, then an Expert shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute.

7.3 Any reference of a dispute to an Expert shall if the parties are agreed in writing be deemed to be a reference to an expert (and not to an arbitrator) whose decision shall be final and binding (save for manifest error) but shall otherwise be deemed to be a reference to an arbitrator pursuant to the Arbitration Act 1996 and any statutory amendment variation substitution or re-enactment thereof.

7.4 Any party to this Agreement shall be entitled to submit to the Expert representations and cross-representations with such supporting evidence as they shall respectively consider necessary and the Expert shall have regard thereto in making his decision which shall be delivered in writing. The reference of any dispute shall include authority to determine in what manner all the costs of the referral shall be paid.

8 WAIVER

No waiver (whether expressed or implied) by the Council of any breach or default in performing or observing any of the covenants terms or conditions of this Agreement shall constitute a continuing waiver and no such waiver shall prevent the Council from

enforcing any of the relevant terms or conditions or from acting upon any subsequent breach or default.

9 CHANGE IN OWNERSHIP & LIABILITY

9.1 The Owner agrees with the Council to give the Council written notice within 10 Working Days of any change in ownership of its freehold 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 has 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 reasonable 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 Owner at its address first above written or such other address as may be notified to the Council from time to time;

15 FEES

15.1 The Owner shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this Agreement up to a maximum sum of £5,000 (including VAT if any);

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 A management fee has been paid to the Council pursuant to covenants contained in the First Planning Agreement. In consideration of the management fee received pursuant to the First Planning Agreement and the agreement of the Owner set out in the following sentence the Council agrees to accept the payment of the management

fee referred to above in lieu of the Management Fee. The Owner agrees that the Council may apply the management fee received for the purpose of the management and monitoring of the planning obligations contained in this Agreement or the First Planning Agreement.

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 AGREEMENTS AND DECLARATIONS

It is hereby agreed and declared that this Agreement shall not be enforceable against:

- 19.1 any owner, occupier, or tenant of any individual Market Housing Unit or the successors in title of any such person or mortgagee or any person deriving title therefrom
- 19.2 any Protected Tenant or their mortgagee or chargee or the successors in title of such Protected Tenant or their mortgagee or chargee;
- 19.3 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services
- 19.4 the relevant highway authority to whom any part of the Site is disposed of for the purposes of adoption of any roads and/or footpaths and/or cycle ways to be constructed on the Site.
- 19.5 any Chargee pursuant to the provisions of paragraphs 4 and 5 of Schedule 2 provided that the Chargee has complied with the Chargee's Duty.

20 COUNCIL POWERS

Nothing herein contained or implied shall prejudice or affect the rights, powers, duties and obligations of the Council in exercise of its functions as a local authority and the rights, powers, duties and obligations of the Council under all public and private statutes, byelaws, orders and regulations may be fully and effectually exercised in relation to the Land or any part thereof and any works executed thereon as if this Agreement had not been executed by the Council and in particular nothing in this Agreement shall restrict the Council and any other authority from exercising powers of compulsory purchase in respect of any part of the Land.

21 AFFORDABLE HOUSING STATEMENT

The Affordable Housing Statement may be amended by the Owner from time to time provided that the tenure is not changed and such amendments are first approved by the Council in writing, such approval not to be unreasonably withheld or delayed.

22 THIS AGREEMENT and the FIRST PLANNING AGREEMENT

- 22.1 if the obligations contained in this Agreement including the Planning Obligations contained herein are complied with in accordance with the provisions of this Agreement then the Council will accept that compliance in satisfaction of the obligations including the planning obligations contained in the First Planning Agreement;
- 22.2 if the obligations contained in the First Planning Agreement including the planning obligations contained therein are complied with in accordance with the provisions of the First Planning Agreement then the Council will accept that compliance in satisfaction of the obligations including the Planning Obligations contained in this Agreement.

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

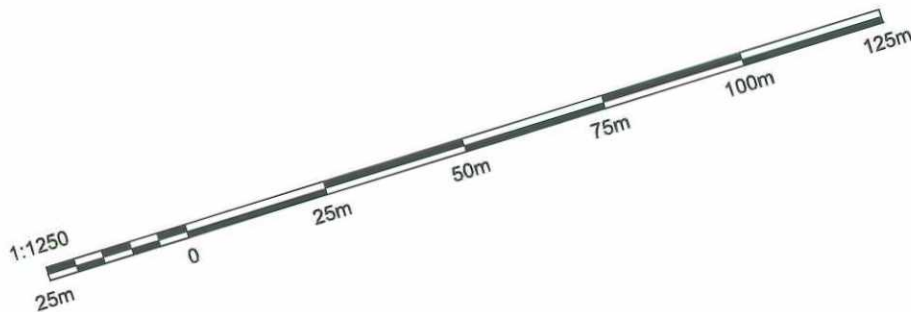
SCHEDULE 1

The Site

Land at 55 High Lane Manchester and on the west side of Stockton Road

Manchester and shown for the purposes of identification only edged red on the Plan.

High Lane, Chorlton.



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:
 - 1.1 Commencement of Development that Development has Commenced;
 - 1.2 the date first Occupation has Occurred,
 - 1.3 The date when 13 (thirteen) of the Market Housing Units have been Occupied.
2. To provide the Affordable Housing Units in the locations detailed on the Affordable Housing Plan.
3. Not to carry out the Development other than in accordance with the Affordable Housing Statement nor Occupy allow or permit to be Occupied more than 13 (thirteen) of the Market Housing Units until all four Affordable Housing Units have been transferred to the Registered Provider detailed in the Affordable Housing Statement and as soon as reasonably practicable following completion of the transfer to provide the Council with documentary evidence of the transfer.
4. Mortgagee Exclusion

From the date of Practical Completion of the Affordable Housing Units they shall not be used other than for Affordable Housing save that this obligation (and the provisions of the Affordable Housing Statement) shall not be binding on:

 - 4.1 any Chargee (provided that the Chargee shall have first complied with the Chargee's Duty) and any person deriving title from the Chargee or any successor in title thereto and their respective mortgagees and chargees; or

- 4.2 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any person deriving title from that purchaser or any successor in title thereto and their respective mortgagees and chargees.

5 Chargee's Duty

- 5.1 The Affordable Housing provisions in this Agreement shall not be binding on a Chargee PROVIDED THAT:

5.1.1 such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Unit(s) and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Unit(s) to another Registered Provider or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and

5.1.2 if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Unit(s) free from the provisions contained in the Affordable Housing Statement which provisions shall determine absolutely

SCHEDULE 3

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows:

- 1 At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request.
- 2 To issue the Planning Permission within two days of the date of this Agreement.

01131663

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



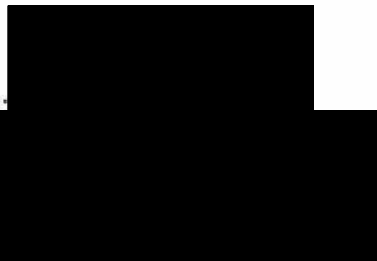
AUTHORISED SIGNATORY

Executed as a Deed by **CUBE HOMES LIMITED**)

acting by a director in the presence of)

a witness)

Signature of director ...



Witness signature ..

Name M. Goldman

Occupation CFO

Address GLETT PLACES
..... DELWENT NE
..... MANCHESTER,
..... M21 7QR

Appendix 1
Affordable Housing Plan

High Lane, Chorlton.

ACCOMODATION SCHEDULE									
HOUSE NAME	STOREYS	DESCRIPTION	NO.	SQFT	SQM	NIA	NIA	GIA	GIA
						TOTAL SQFT	TOTAL SQM	SQFT	TOTAL SQFT
TYPE E	2.5	4 BED (APPROX.) SEMI DETACHED	1	2256	209.5	2256	209.5	2289	2289
TYPE D	2.5	4 BED (APPROX.) SEMI DETACHED	1	2053	190.7	2053	190.7	2072	2072
TYPE A	2.5	4 BED TOWNHOUSE	12	1938	180	23256	2160	1990	23880
TYPE B	2.5	4 BED TOWNHOUSE	2	1794	166.7	3588	333.4	1819	3638
TYPE C	2.5	2 BED APARTMENT	6	764	71	4584	426	786	4716
TOTAL			22			35737	3320		36595
PLOTS						SQFT	SQM		SQM
Site Area - 1.08 Acres									

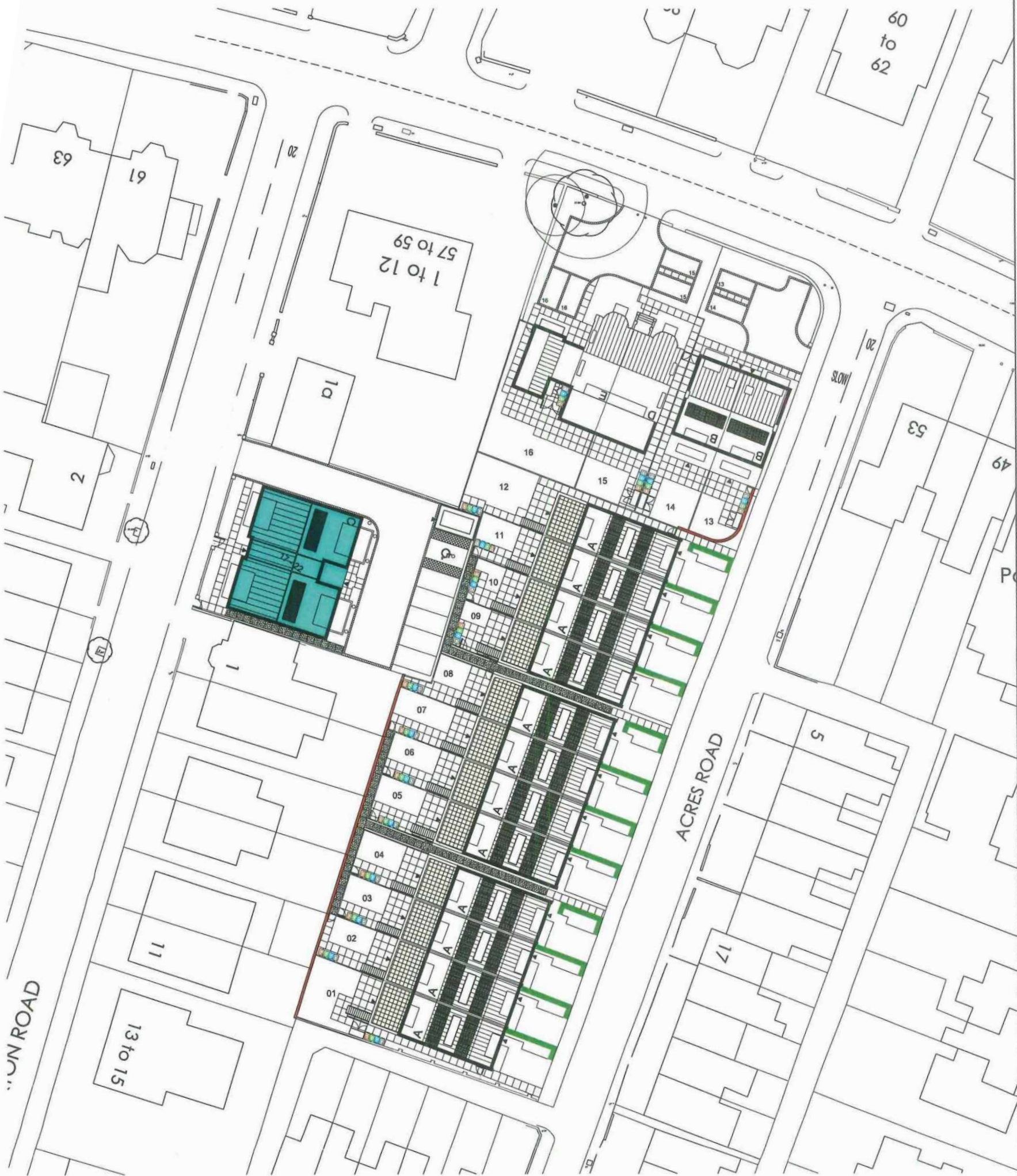
The Copyright of this drawing belongs to MP&L Planning & Design Ltd. and shall not be used or reproduced in any form without its express permission.

Only valid for 'Town and Country Planning Act 1990' services. For construction purposes, work to agreed dimensions only. All dimensions to be checked with MP&L and on site prior to the execution of any work.

For the avoidance of doubt all dimensions are measured to wall structure and not the finishes unless otherwise stated.

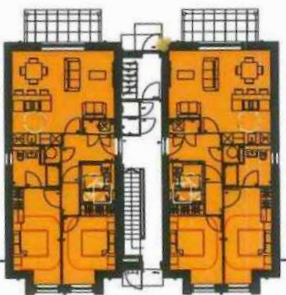
Where any discrepancy is found to exist within or between drawings and/or documents it should be reported to the architect immediately.

MP&L Planning & Design Ltd. shall not be liable for any use of drawings and documents for any purpose other than for which the same were prepared by or on behalf of MP&L Planning & Design Ltd.

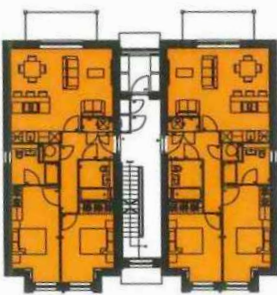


- KEY
- Denotes apartment block which will deliver 6no. mixed tenure flats.
 - Denotes 4no. apartments to be delivered as shared ownership.
 - Denotes 2no. apartments to be delivered as private sale.

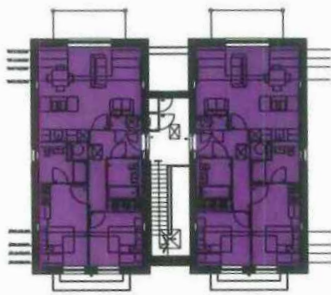
Type C - Apartment Block



Ground Floor Plan



First Floor Plan



Second Floor Plan



Client: CUBE HOMES

Drawing Title: AFFORDABLE HOUSING LAYOUT

Proposed Residential Developer: High Lane, Chorlton.

Job No: 22114, Date: 09 MAY 2023, Drawn: SUR, Sheet: 1/250 @ A1, FOR PLF

mp&l planning & design ltd, 4 Red Cross, Colne Chase, Trafford Park, Manchester, M12 9QT, t: 0161 772 1, e: info@mpsl, www.mpsl

mpsl planning & design

Appendix 2

Affordable Housing Statement

This Affordable Housing Statement has been prepared in support of the development of Land at 55 High Lane and to the west side of Stockton Road Manchester shown for the purposes of identification only edged red on the Plan attached at Schedule 1.

This Affordable Housing Statement addresses the provision of relevant affordable housing consideration in light of national and local policy. The affordable housing shall meet the definition of affordable housing in Annex 2 of the NPPF.

1 The Development comprises of the following tenure and unit mix of Affordable Housing Units:

	Number of Homes
Shared Ownership Units	4
Total	4

The Affordable Housing Units shall remain as Shared Ownership Units until such time as Staircasing has resulted in 100% of the equity having been transferred to the Eligible purchaser (as described in paragraph 4.2 below).

The location of the Affordable Housing Units is shown on the Affordable Housing Plan. The Affordable Housing Units shall not be used other than as Affordable Housing.

2 The Owner is to construct the Affordable Housing Units on behalf of Great Places Housing Group Limited of 2A Derwent Avenue Manchester M21 7QP (the "**Registered Provider**") registered under the Co-Operative and Community Benefit Societies Act 2014 with the registered number 30045R. Following handover of the completed units the Shared Ownership Units will be marketed for sale and will be part owned by the Registered Provider until

the point at which any future occupier decides to 'Staircase' out of the Dwelling and own it outright.

3 In terms of affordability the following applies:

Shared Ownership Units will be disposed of to purchasers who meet the Regulator eligibility criteria as set out in the Capital Funding Guide on Shared Ownership Terms. The Shared Ownership Units will be sold at Market Value. A relevant Independent financial adviser will then use the approved Regulator Shared Ownership Affordability calculator to ascertain that any applicant is maximising their contribution and that any mortgage and rental costs are affordable and sustainable;

4 Allocation of Shared Ownership Units

4.1 The Shared Ownership Units will be disposed of to purchasers who meet the Regulator's Capital Funding Guide. 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.

4.2 Eligible purchasers will have a household income less than £80,000 (eighty thousand pounds) per annum and will not own another property.

4.3 This Affordable Housing Statement shall only apply to the first grant of a Shared Ownership Lease and shall not apply to subsequent sales or assignments

5 Unless required by the HE to do otherwise not to use any Staircasing Receipts other than towards the provision of Affordable Housing within the Administrative Boundaries of Manchester.

Appendix 3

Draft conditions relating to planning application referenced 143655/JO/2025



MANCHESTER
CITY COUNCIL

Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Cube Homes
C/o Agent

Agent (if used)

Abi Tucker
NJL Consulting
6th Floor Northspring
70 Spring Gardens
Manchester
M2 2BQ

Part 1 – Particulars of the application/development

Proposal: Variation of Condition 2 (specified plans) and 22 (landscaping) attached 137994/FO/2023 to allow changes to bin store roof to omit green roof, omission of basements to house type D and E and associated railings to lightwells, type A properties omission of rear terraces and replacement of railing balustrading with glazed balustrading and ground floor window removed from rear elevation and patio doors increased in width, change in material type from granite to standard paviours

Location. Manchester Islamic High School For Girls, 55 High Lane, Manchester, M21 9FA

Date of application: 6 August 2025

Application number. 143655/JO/2025

Part 2 – Particulars of decision

Manchester City Council gives notice that the development referred to in Part 1 has been in accordance with the application and plans submitted subject to the condition(s) listed below (if any).

Article 35 Declaration

Officers have worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with the application, and the application has been determined in accordance with the policies within the Development Plan.

Condition(s) attached to this decision

- 1) The development must be begun not later than 2 April 2028.

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:

22114_HT_07 Rev A 2B4P Apartments
Air Quality Assessment BWB
Archaeological Desk Based Assessment Lanpro
Crime Impact Statement Greater Manchester Police
Demolition Survey AMC
Planning Statement NJL Consulting
Design and Access Statement MPSL
Statement of Community Involvement Communiti
Preliminary Roost Assessment and Ecological Walkover E3P
Nocturnal Bat Survey E3P
Phase 1 Report - Preliminary Risk Assessment RSK Geosciences
Phase 2 Geo-environmental Site Investigation RSK Geosciences
Tree Survey Tree Solutions
Arboricultural Impact Assessment and Method Statement Tree Solutions
Demolition Survey, Assessment and Register of Asbestos Containing
Materials Asbestos Management Consultancy Limited
Received 05.09.2023

NJL Consulting Supporting Cover Letter
MPSL Design and Access Statement Addendum (Reference. 22114_DAS_AD 01)
Statement of Community Involvement Addendum
Heritage Impact Assessment Lanpro Updated
Drainage Strategy Report Brennan Consult Drainage Layout updated
Streetscape Assessment Land Studio Updated
Environmental Standards Statement Watt Energy Updated
Noise Impact Assessment RS Acoustic Engineering Updated
Daylight, Sunlight and Overshadowing Assessment BWB Consulting Updated
Phase 2 Geo-environmental Site Investigation RSK Geosciences Supplementary
Phase 2 Site Investigation
Transport Statement SCP Transport Updated
Site Location Plan 22114_00
Boundary Treatment Details 22114_04
Type C_M4(2) 22114_HT_07 A
Received 15.01 2024

22114_03 REV C BOUNDARY TREATMENT LAYOUT
22114_06 REV B ILLUSTRATIVE SITE SECTIONS
22114_02 REV P4 ILLUSTRATIVE LAYOUT
22114_07 REV C WASTE MANAGEMENT PLAN
Received 13.05.2024

Type B 22114_HT_03 B
22114_HT_04_B HOUSE TYPE C PLANS & ELEVATIONS
Received 23.05.2024

Bin Store Detail 22114_08_REV D
Proposed Site Layout 22114_01_REV P6
Type A Elevations 22114_HT_01_REV D
Type A Floor Plans 22114_HT_02_REV D
Type D-E Floor Plans 22114_HT_05_C

Type D-E Elevations 22114_HT_06_C
Landscape General Arrangement 348-LST-XXXX-DR-L-0101 P04
Illustrative Street Scenes 22114_05_C
Received 06.08.2025

Reason - To ensure that the development is carried out in accordance with the approved plans. Pursuant to policies SP1 and DM1 of the Manchester Core Strategy.

3) The development hereby approved shall only be implemented in accordance with the external materials detailed within the following documents, agreed as part of condition discharge application referenced CDN/25/0958:

-Materials Schedule, reference 22114_E_MS
-Materials Imagery Document, reference 22114_M_MD

Reason - To ensure that the appearance of the development is acceptable to the City Council as Local Planning Authority in the interests of the visual amenity of the area within which the site is located, as specified in policies SP1, EN3 and DM1 of the Manchester Core Strategy.

4) Notwithstanding the boundary treatment details listed within condition 2 above, prior to occupation of the development hereby approved, further boundary treatment details for the Acres Road frontage should be submitted to and agreed in writing by the City Council as Local Planning Authority. The further details shall include for a litter skirt provision for low level railing. Thereafter the development shall be carried out in accordance with those details.

Reason - To ensure that the appearance of the development is acceptable to the City Council as Local Planning Authority, in the interests of the visual amenity of the area within which the site is located, as specified in policies SP1, EN3 and DM1 of the Manchester Core Strategy.

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

Reason - To reduce the risk of crime, pursuant to Policy DM1 of the Manchester Core Strategy.

6) The development hereby approved shall be implemented in full accordance with the measures as set out within the Energy Standards Statement Prepared by Watt Energy, received by the City Council as Local Planning Authority on 15 January 2024. 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 Manchester Core Strategy and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework.

7) The development hereby approved shall be implemented in full accordance with the measures as set out within the Air Quality Assessment by BWB Consulting, received by the City Council as Local Planning Authority on 05 September 2023. Within 3 months of the completion of the construction of the authorised development a verification statement shall be submitted to and approved in writing, by the City Council as Local Planning Authority, confirming the incorporation of the specified measures at each phase of the construction of the development, including dated photographic documentary evidence of the implementation and completion of required works.

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

8) The development hereby approved shall only be implemented in accordance with the surface water drainage scheme agreed as part of discharge of condition application referenced CDN/25/0379.

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

9) 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 Manchester Core Strategy and the policies and guidance within the NPPF and NPPG

10) Prior to first occupation of the development, the submitted cycle parking details shall be implemented in full and made available for use. The approved scheme shall remain available for use whilst the development is occupied.

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

11) The car parking layout indicated on the approved plans shall be surfaced, demarcated and made available for use prior to the buildings hereby approved being occupied. The car parks shall remain in use at all times thereafter.

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

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

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

13) 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:

Footway/carriageway resurfacing,
Carriageway widening,
Details to be agreed of any necessary traffic calming and traffic regulation orders;
Dropped-kerbs/tactile paving

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.

14) 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 Manchester Core Strategy.

15) The development hereby approved shall only be implemented in accordance with the submitted Construction Management Plan agreed as part of discharge of condition application referenced CDN/25/0332.

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 Manchester Core Strategy.

16) The submitted waste management strategy shall be implemented as part of the development and shall remain in situ whilst the use or development is in operation

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

17) Before the development hereby approved is first occupied a Travel Pack shall be submitted to and agreed in writing by the City Council as Local Planning Authority. In this condition a Travel Pack means a pack that includes:

Details of the nearest public transport services, journey planning etc.
Details of incentives to be offered to encourage the use of alternative modes of travel to the private car such as concessionary bus fares, discounted cycles, journey planning etc.

Any Travel Pack which has been approved by the City Council as Local Planning Authority shall be implemented in full at all times when the development hereby approved is in use.

18) No demolition of the building on site or removal of or works to any hedgerows, trees or shrubs shall take place during the main bird breeding season 1st March and 31st July inclusive, unless a competent ecologist has undertaken a careful, detailed check of vegetation for active birds' nests immediately before the vegetation is cleared and provided written confirmation that no birds will be harmed and/or that there are appropriate measures in place to protect nesting bird interest on site. Any such written confirmation should be submitted to the Local Planning Authority

Reason - 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.

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

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

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

20) a. The development hereby approved shall only be implemented in accordance with scheme of acoustic insulation agreed as part of discharge of condition application referenced CDN/25/0332.

b. Prior to first occupation of the residential units, a verification report shall be required to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved acoustic consultant's report. The report shall also undertake post completion testing to confirm that the internal noise criteria have been met. Any instances of non-conformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the internal noise criteria.

Reason - To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance and to reduce the potential for overheating having regard to policies SP1 and DM1 of the Manchester Core Strategy and saved policy DC26 of the Unitary Development Plan for the City of Manchester.

21) a. Externally mounted ancillary plant, equipment and servicing shall be selected and/or acoustically treated in accordance with a scheme designed so as to achieve a rating level of 5dB (LAeq) below the typical background (LA90) level at the nearest noise sensitive location. Prior to commencement of the use hereby approved the scheme shall be submitted to and approved in writing by the City Council as Local Planning Authority in order to secure a reduction in the level of noise emanating from the site. The scheme shall be implemented in full before the use commences or as otherwise agreed in writing by the City Council as Local Planning Authority.

b. Prior to the operation of the scheme a verification report shall be submitted to and approved in writing by the City Council as Local Planning Authority to validate that the work undertaken throughout the development conforms to the recommendations and requirements in the approved acoustic report. The report shall also undertake post completion testing to confirm that the noise criteria have been met. Any instances of nonconformity with the recommendations in the report shall be detailed along with any measures required to ensure compliance with the agreed noise criteria.

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

22) The details of the hard and soft landscaping treatment scheme as set out within the approved drawing referenced Landscape General Arrangement 348-LST-XXXX-DR-L-0101 P04, received by the City Council as Local Planning Authority on 6 August 2025, 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 Manchester Core Strategy.

23) In this condition "retained tree" means an existing tree, which is to be as shown as retained in Arboricultural Impact Assessment prepared by Tree Solutions and received by the local planning authority on the 05.09.2023, this condition shall have effect until the expiration of 5 years from the date of the first occupation of the development.

- (a) No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the local planning authority. Any topping or lopping approved shall be carried out in accordance with British Standard 5387 (Trees in relation to construction)
- (b) If any retained tree is removed, uprooted or destroyed or dies, another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time, as may be specified in writing by the Local Planning Authority.
- (c) The erection of fencing for the protection of any retained tree shall be undertaken in accordance with the approved plans and particulars before any equipment, machinery or materials are brought on to the site for the purposes of the development, and shall be maintained until all equipment, machinery and surplus materials have been removed from the site. Nothing shall be stored or placed in any area fenced in accordance with this condition and the ground levels within those areas shall not be altered, nor shall any excavation be made, without the written consent of the Local Planning Authority

Reason - In order avoid damage to trees/shrubs adjacent to and within the site which are of important amenity value to the area and in order to protect the character of the area, in accordance with policies EN9 and EN15 of the Manchester Core Strategy.

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

25) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking and reenacting that Order with or without modification) the apartments hereby approved shall be used only as private dwellings (which description shall not include serviced apartments/apart hotels or similar uses where sleeping accommodation (with or without other services) is provided by way of trade for money or money's worth and occupied by the same person for less than ninety consecutive nights) and for no other purpose (including any other purpose in Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as amended by The Town and Country Planning (Use Classes) (Amendment) (England) Order 2010, or in any provision equivalent to that Class in any statutory instrument revoking and reenacting that Order with or without modification) other than the purpose(s) of Class C3(a) For the avoidance of doubt, this does not preclude two unrelated people (who are not part of a single household or otherwise) sharing a property.

Reason - To safeguard the amenities of the neighbourhood by ensuring that other uses which could cause a loss of amenity such as serviced apartments/apart hotels do not

commence without prior approval, to safeguard the character of the area, and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Manchester Core Strategy and the guidance contained within the National Planning Policy Framework

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

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

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

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

28) a The development hereby approved shall only be implemented in accordance with the local labour scheme agreed as part of discharge of condition application referenced CDN/25/0332

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

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

29) Prior to occupation of the development hereby approved the following windows:

Left Hand Side Elevation and Right Hand Side Elevation of the Townhouses proposed to Acres Road listed on plan 22114_HT_01 Rev C;

Side facing windows to the apartment building proposed to Stockton Road marked on plan 22114_HT_04;

Left Hand Side Elevation and Right Hand Side Facing Elevation windows to the semi detached properties facing onto High Lane listed on plan 22114_HT_03 Rev A,

Side facing windows to the mansion house conversion and extension shown on plan 22114_HT_05 Rev B;

shall be made fixed and obscurely glazed to a specification of no less than level 5 of the Pilkington Glass Scale or such other alternative equivalent and shall remain so in perpetuity.

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

30) Prior to first occupation of any of the townhouses fronting Acres Road or the apartment building fronting Stockton Road hereby approved balconies shall be fitted with screens to both sides of the balconies proposed. Full details of the screens including the design shall first be agreed in writing with the Local Planning Authority. The screens shall be retained at all times thereafter.

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

Informatives

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

Manchester City Council is responsible for allocating street naming and numbering within Manchester for new developments or property conversions. Individuals or businesses are not permitted to allocate their own property numbers, building or street names.

If your development includes the creation of new dwellings (either new build or conversion of existing buildings), creation of new commercial properties or the subdivision of existing properties you must ensure that you request new or changes to addresses through us so they can be officially allocated and registered in accordance with the Public Health Act 1925 Sections 17-19 & Greater Manchester Act 1981 Section 22.

Failure to do this may result in difficulties for the developer/occupier when requiring services such as connections to utilities, phone lines and postal services and may delay your development.

You can apply online at the following address:

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

DRAFT DECISION

Date:

Notes

1. This permission refers only to that required under the Town and Country Planning Act 1990 does not include any consent or approval under any other enactment, byelaw, order or regulation.

2 If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, they may appeal to the Secretary of State in accordance with Section 78(1) of the Town and Country Planning Act 1990 within six months of the date of the notice of the decision.

The Planning Inspectorate have introduced an online appeals service that can be used to make appeals online. This service is available through the gov.uk website – www.gov.uk/appeal-planning-decision The Inspectorate will publish details of your appeal on the internet. Alternatively If you are unable to access the online appeal form, please contact the Planning Inspectorate to obtain a paper copy of the appeal form on tel: 0303 444 5000.

The Secretary of State has power to allow a longer period for the giving of a notice of appeal but they will not normally be prepared to exercise this power unless there are special circumstances that excuse the delay in giving notice of appeal.

If you intend to submit an appeal that you would like examined by inquiry then you must notify the City Council (planning@manchester.gov.uk) and the Planning Inspectorate (inquiryappeals@planninginspectorate.gov.uk) at least 10 days before submitting the appeal. Further details are on GOV.UK.

3. The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70(1) and 72(1) of the Act.

4. If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that they can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

In these circumstances, the owner may serve a purchase notice on the Council in whose area the land is situated. This notice will require the Council to purchase his interest in the land in accordance with the provisions of Part VI of the Town and Country Planning Act 1990

5. In certain circumstances, a claim may be made against the local planning authority for compensation, where permission is refused or granted subject to conditions by the Secretary of State on appeal or on a reference of the application to them. The circumstances in which such compensation is payable are set out in Section 114 of the Town and Country Planning Act 1990.