

DATED 23rd March 2026

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

WEST EGG LIMITED

-and-

TOGETHER COMMERCIAL FINANCE LIMITED

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land lying to the north side of Mauldeth Road, Manchester**

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/BH/PLA001/84196

THIS AGREEMENT is made the 23rd day of March 2026
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BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**");
- (2) **WEST EGG LIMITED** (incorporated in England and Wales with company number 12806871) whose registered office is at Adullam London Road, Adlington, Macclesfield, SK10 4DU (the "**Owner**");
- (3) **TOGETHER COMMERCIAL FINANCE LIMITED** (incorporated in England and Wales 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 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 Number MAN444482 together with but subject to all matters contained or referred to in the Title Registers thereunder.
- C The Mortgagee has an interest in the Site by virtue of a registered charge dated 10 November 2023 and a registered charge contained in a Debenture dated 10 November 2023 (the "**Together Charges**")
- D The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application. On 23 October 2025 the planning committee of the Council approved the Application subject to the completion of this Agreement.

- E The Council as local planning authority is satisfied that the Development is such as may be approved by the Council under the Act and is minded to grant planning permission for the Development in accordance with the Application but having considered the Local Plan and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.
- F The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained. The Mortgagee has entered into this Agreement in order to consent to and be bound by the provisions of this Agreement in the manner hereinafter provided.
- G The Council has determined that the Development in order to comply with the Core Strategy will require the provision of 13 (thirteen) Dwellings to be provided as Discounted Market Sales Housing Units in accordance with the provisions of Schedule 5 of this Agreement. The Owner has agreed to provide the Discounted Market Sales Housing Units and to enter into the planning obligations contained herein.
- H The planning purpose of this Agreement is to improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations. In particular there are provisions to mitigate the loss of the cricket facility that was located on the Site. In addition the Council has recognised the difficulty faced by lower income groups in buying homes within the Administrative Boundaries of Manchester and a planning purpose of this Agreement is to increase the provision of affordable housing within the Administrative Boundaries of Manchester. 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; and in any event will secure planning benefits.

I 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.

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 Policy H8 of the Core Strategy Policy JP-H2 of Places for Everyone and in the NPPF that will be available to persons who cannot afford to rent or buy housing generally available on the open market;

“Affordable Housing Plans” the plans appended at the Appendix to this Agreement and titled “ Affordable Housing Plans” showing the location of the Affordable Housing;

“Agreement” shall mean this agreement;

“Application” the application to which the Council gave the reference 142311/FO/2025 for planning permission for the erection of up to 66 Dwellings (53 Dwellinghouses and 13 apartments- Class C3) with associated access, car parking, infrastructure and landscaping;

“Commencement of Development” the date upon which the Development shall begin by the carrying out of a material operation in accordance with the provisions of

section 56(4) of the Act PROVIDED THAT any works of or associated with site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of the agreement be deemed not to be material operations and "Commence", "Commencement", "Commenced" and "Develop" shall be construed accordingly;

"Contribution" means a contribution of £271,591 (two hundred and seventy one thousand five hundred and ninety one pounds) exclusive of VAT if any, Index Linked towards the capital costs, design and planning costs and the management and maintenance costs of providing off site cricket provision at Cringle playing fields and the delivery there of a cricket pitch and a non turf wicket including the cost of a mobile watering system payable in accordance with the provisions detailed in Schedule 3;

"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;

"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.

"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.

“Management Fee” shall mean 15% of the planning application fee which equates to £5,075.40 (five thousand and seventy five pounds and forty pence) exclusive of VAT if any to be used for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein;

“NPPF” the National Planning Policy Framework issued on 7 February 2025 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 with drawing number A815_P_001A and titled ‘Location Plan’;

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

“Planning Permission” the full planning permission granted pursuant to the Application substantially in the form as appended at Schedule 2 and as may be amended by any non-material amendment;

“Regulations” the Community Infrastructure Levy Regulations 2010;

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

“RICS” the Royal Institution of Chartered Surveyors;

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

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

1.2 The Clause headings do not affect this interpretation.

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

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

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

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

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

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

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

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

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

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

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

2 PLANNING OBLIGATION

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

3 CONDITION PRECEDENT

3.1 This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of this Clause and Clauses 5, 9, 11, 15, 17 and 19 and Paragraph 2.1 of Schedule 3 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 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

The Owner on behalf of himself 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 his part contained in this Agreement including those obligations set out in Schedules 3 and 5 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act.

6 THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner to observe and perform the obligations on its part in this Agreement including those obligations set out in the Schedule 4.

7 DISPUTE RESOLUTION

7.1 In the event of any dispute arising in connection with any of the terms of this Agreement other than a dispute involving the construction or interpretation of the terms of this Agreement or the enforcement of any decision pursuant to this Clause, the same shall unless the Council 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 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 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 save that liability for the Additional Discount Market Sales Housing Contribution shall subsist after any person has parted with its interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non performance or non observance be remedied after that person has parted with its interest in the Site.

9.3 The Owner warrants that no person other than the Owner and the Mortgagee has any legal or equitable interest in the Site.

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.

11.3 The costs of registration and cancellation pursuant to clause 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 City Solicitor at the Council's address first above written;

14.1.2 to the Owner and Mortgagee at their last known addresses;

15 FEES

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

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

15.4 The Owner shall pay forthwith to the Council the Management Fee.

15.5.1 each amount stated to be payable by the Owner to the Council under or pursuant to this Agreement is exclusive of VAT (if any)

15.5.2 if any VAT is at any time chargeable on any payment made by the Owner to the Council under or pursuant to this Agreement then the Owner shall pay the Council

an amount equal to that VAT as an additional payment on receipt of a valid VAT invoice addressed to the Owner.

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 MORTGAGEE

18.1 The Mortgagee consents to this Agreement being entered into with the intention that its interests in the Site in the form of the Together Charges 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 Together Charges.

18.2 Notwithstanding clause 18.1, the Mortgagee will not incur any personal liability for any breach of the obligations contained in this Agreement unless and until it becomes a mortgagee in possession of the Site or any part of it.

19 COMPLETION

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

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

SCHEDULE 1

The Site

Land lying to the north side of Mauldeth Road, Manchester, registered with freehold title absolute under title number MAN444482 and shown for the purposes of identification only edged red on the Plan.



LOCATION PLAN
1:1250@A3



0 20 30 40 50 M

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REVISION	DATE	DESCRIPTION
A	24/02/25	AMENDED SITE BOUNDARY

CLIENT: VIEWS	
PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT	
ADDRESS: BURNAGE CRICKET CLUB, M19 1AX	
DRAWING TITLE: LOCATION PLAN	
SCALE: 1:1250@A3	DATE: AUGUST 2024
DRAWING NO: A815_P_001A	

OLLIER SMURTHWAITE ARCHITECTS

40 King Street, Manchester, M2 6BA
T: 0161 883 0839
F: 0161 883 0839
E: mail@olliersmurthwaite.com

SCHEDULE 2

Draft Planning Permission



Town & Country Planning Act 1990 (as amended)

Planning Permission

Applicant

Views (Holdings) Ltd
C/o Agent

Agent (if used)

Paul Nellist
Asteer Planning LLP
3rd Floor Calico
53-55 Mosley Street
Manchester
M2 3HQ

Part 1 – Particulars of the application/development

Proposal: Erection of up to 66 no. dwellings (53 no. dwellinghouses and 13 no. apartments - Class C3) with associated access, car parking, infrastructure and landscaping

Location: Land At The Former Burnage Cricket Club, Mauldeth Road, Manchester

Date of application: 4 March 2025

Application number: 142311/FO/2025

Part 2 – Particulars of decision

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

Article 35 Declaration

Officers have worked with the applicant / agent in a positive and proactive manner to guide the application through all stages of the planning process and resolve any issues that arose in dealing with the planning application.

Condition(s) attached to this decision

1) The development must be begun not later than the expiration of three years beginning with the date of this permission.

Reason - Required to be imposed pursuant to Section 91 of the Town and Country Planning Act 1990.

2) The development hereby approved shall be carried out in accordance with the following drawings and documents:

A815_P_001A (Location Plan), A815_P_004A (Demolition Site Plan), A815_P_410C (Block Type A Elevations), A815_P_411C (Block Type B Elevations), A815_P_412C (Block Type C Elevations), A815_P_413D (Block Type D Elevations), A815_P_414B (Block Type E Elevations), A815_P_415B (Block Type F Elevations), A815_P_416A (Block Type G Elevations), A815_P_417A (Block Type H Elevations), A815_P_1001 (Detail Section AA), A815_P_310B (Block Type A/B Section), A815_P_1002 (Detail Section BB), A815_P_1000 (Detail Section CC), A815_P_110A, A815_P_312B (Block C/F Section), A815_P_313B (Block D/E Section), A815_P_314A (Block Type G Section), A815_P_315 (Block Type H Section), (Context Elevations), A815_P_111B (Site Sections), A815_P_310B (A815_P_140A (Block Type A Plans), A815_P_141A (Block Type B Plans), A815_P_142A (Block Type C Plans), A815_P_143C (Block Type D Plans), A815_P_144A (Block Type E Plans), A815_P_145A (Block Type F Plans), A815_P_146B (Block Type G Plans), A815_P_147A (Block Type H Plans), received by the City Council as Local Planning Authority on 4 March 2025.

A815_P_101G (Proposed External Works Plan), A815_P_102E (Proposed Servicing Plan), A815_P_103D (Proposed Access Plan), received by the City Council as Local Planning Authority on 30 September 2025.

A815_P_100M (Proposed Site Plan), received by the City Council as Local Planning Authority on 30 September 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) No above ground construction works shall commence until samples and specifications of all materials to be used in the external elevations and the hard landscaping around the buildings as detailed on the approved drawings have been submitted to and approved in writing by the City Council as Local Planning Authority.

The submitted details shall include:

- i. baseline samples and specifications of all materials to be used on all external elevations including sample panels;
- ii. jointing and fixing details between all component materials and any component panels, details of any external ventilation requirements, details of the drips to be used to prevent staining and details of the glazing and frames;
- iii. A strategy for quality control management.

Thereafter the development shall be carried out in accordance with the agreed 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 and DM1 of the Manchester Core Strategy and policy JP-H3 of the Places For Everyone Joint Development Plan.

4) Prior to the commencement of development, a demolition/construction management plan outlining working practices during development works shall be submitted to and approved in writing by the City Council as Local Planning Authority, which for the avoidance of doubt should include:

- Measures to control noise and vibrations;

- Dust suppression measures;
- Compound locations where relevant;
- Location, removal and recycling of waste;
- Detail of an emergency contact telephone number;
- Parking of construction vehicles; and
- Sheeting over of construction vehicles.
- Loading and unloading of plant and materials;
- Storage of plant and materials;
- Site hoarding; scaffolding and acoustic fencing.

The development shall only be carried out in accordance with the approved construction management plan.

Manchester City Council encourages all contractors to be 'considerate contractors' when working in the city by being aware of the needs of neighbours and the environment. Membership of the Considerate Constructors Scheme is highly recommended.

Reason - To safeguard the amenities of nearby residents pursuant to policies SP1, EN19 and DM1 of the Manchester Core Strategy.

5) a) Prior to the commencement of the development, details of a Local Benefit Proposal, in order to demonstrate commitment to recruit local labour for the duration of the construction of the development, shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved document shall be implemented as part of the construction of the development. In this condition a Local Benefit Proposal means a document which includes:

- i) the measures proposed to recruit local people including apprenticeships
- ii) mechanisms for the implementation and delivery of the Local Benefit Proposal
- iii) measures to monitor and review the effectiveness of the Local Benefit Proposal in achieving the objective of recruiting and supporting local labour objectives

b) Prior to first occupation of the development hereby approved, 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 and policy JP-P1 of the Places for Everyone Joint Development Plan.

6) a) The development hereby approved shall be implemented in accordance with the submitted Phase I Geoenvironmental Site Assessment (Ref: 16-953-R1-2) prepared by E3P received by the City Council as Local Planning Authority on 4 March 2025.

In the event of the Preliminary Risk Assessment identifying risks which in the written opinion of the Local Planning Authority require further investigation, the development shall not commence until a scheme for the investigation of the site and the identification of remediation measures (the Site Investigation Proposal) has been submitted to and approved in writing by the City Council as local planning authority.

The measures for investigating the site identified in the Site Investigation Proposal shall be carried out before development commences and a report prepared outlining what measures, if any, are required to remediate the land (the Site Investigation Report and/or Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority. The development shall then be carried out in accordance with the approved Site Investigation Report and/or Remediation Strategy.

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

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

Reason - To ensure that the presence of or the potential for any contaminated land and/or groundwater is detected and appropriate remedial action is taken in the interests of public safety, pursuant to policies DM1 and EN18 of the Manchester Core Strategy and policy JP-S1 of the Places for Everyone Joint Development Plan.

7) In the event that ground contamination, groundwater contamination and/or ground gas, not previously identified, are found to be present on the site at any time after development commences, then development shall cease and/or the development shall not be occupied until, a report outlining what measures, if any, are required to remediate the land is submitted to and approved in writing by the City Council as local planning authority. The development shall then be carried out in accordance with these details, together with any previously approved Remediation Strategy.

Reason - To ensure that the presence of or the potential for any contaminated land and/or groundwater is detected and appropriate remedial action is taken in the interests of public safety, pursuant to policies DM1 and EN18 of the Manchester Core Strategy and policy JP-S1 of the Places for Everyone Joint Development Plan.

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

-Progression through the drainage hierarchy must be evidence based and supported by site investigation including assessments of ground conditions and infiltration testing in accordance with BRE365. Proposals of attenuation should achieve half drain time within 24 hours.

-Where surface water is connected to the public sewer, agreement in principle from United Utilities is required that there is adequate spare capacity in the existing system taking future development requirements into account. An email of acceptance of proposed flows and/or

new connection will suffice.

- Maximised integration of green SuDS components (utilising infiltration or attenuation) if practicable.

- Development must be limited to greenfield runoff on Greenfield sites up to a 1 in 100-year event, including climate change allowance.

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

- An existing and proposed impermeable areas drawing to accompany all discharge rate calculations.

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

- A blockage risk assessment must be undertaken as part of the drainage strategy to support proposed flows less than 5 l/s.

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

- Construction details of flow control and SuDS elements.

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

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

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution. This condition is imposed in light of national policies within the NPPF and NPPG and local policies EN8 and EN14 and policy JP-S4 of the Places for Everyone Joint Development Plan.

9) Prior to the first occupation of the development hereby approved, details of the implementation of the surface water drainage scheme, together with the maintenance and management regime for the approved scheme shall be submitted for approval in writing by the City Council, as local planning authority. Those details shall include:

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

- Provide As Built construction drawings or confirm that they align with the original design construction drawings.

- Management and maintenance plan for the lifetime of the development which shall include the arrangements for adoption by any public body or statutory undertaker, or any other arrangements to secure the operation of the sustainable drainage scheme throughout its lifetime.

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

Reason - To manage flooding and pollution and to ensure that a managing body is in place for the sustainable drainage system and there is funding and maintenance mechanism for the lifetime of the development pursuant to policies within the NPPF and NPPG , Core Strategy policies EN8 and EN14 and policy JP-S4 of the Places for Everyone Joint Development Plan Document.

10) No works to trees or shrubs shall occur between the 1st March and 31st August in any year unless a detailed bird nest survey by a suitably experienced ecologist has been carried out immediately prior to clearance and written confirmation provided that no active bird nests are present which has been agreed in writing by 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 Core Strategy and policy JP-G7 of the Places for Everyone Joint Development Plan Document.

11) In this condition "retained tree" means an existing tree, shrub or hedge which is to be as shown as retained within the Arboricultural Impact Assessment and Tree Survey and Constraints Report - Prepared by Amenity Tree, received by the City Council as Local Planning Authority on 4 March 2025 and paragraphs (a) and (b) below shall have effect until the expiration of 5 years from the date of the occupation of the buildings for their permitted use.

(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 Core Strategy and policy JP-G7 of the Places for Everyone Joint Development Plan.

12) Notwithstanding details submitted, none of the residential units hereby approved shall be occupied until there has been submitted to and approved in writing by the Local Planning Authority a plan indicating the positions, design, materials and specification of all new boundary treatment/gates to be erected. The development shall only be carried out in accordance with the approved details and shall thereafter be retained.

Reason - In the interests of security and 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, pursuant to policies SP1 and DM1 of the Manchester Core Strategy.

13) Prior to first occupation of the residential units hereby approved and in addition to statutory biodiversity net gain requirements, a scheme for the enhancement of the site for ecological purposes shall be submitted to and agreed in writing by the City Council as Local Planning Authority. Details should include bat and bird boxes. The agreed scheme shall be implemented in accordance with a timescale to be agreed and retained and maintained thereafter.

Reason - Pursuant to biodiversity enhancement of the site, in accordance with policy EN15 of the Core Strategy and the National Planning Policy Framework and policy JP-G8 of the Places for Everyone Joint Development Plan.

14) Notwithstanding details submitted, no above ground development shall commence until a hard and soft landscaping treatment scheme, including a scheme for tree planting, has been submitted to and approved in writing by the City Council as Local Planning Authority. The approved scheme 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 and policies JP-S1, JP-P1 and JP-H3 of the Places for Everyone Joint Development Plan.

15) Prior to the commencement of above ground works (excluding demolition), full details for the provision of secure and covered cycle parking provision for the development shall be submitted to and approved in writing by the City Council as Local Planning Authority. The approved details shall be installed prior to the first occupation of the development and be retained thereafter for use by people residing and visiting the development.

Reason - To ensure that there is adequate cycle parking for the development in order to comply with policies T1, T2 and DM1 of the Manchester Core strategy and policy JP-C6 of the Places for Everyone joint development plan.

16) Prior to the first use of the car parking spaces hereby approved, a scheme for electric vehicle charging, together with details of infrastructure to allow further future EVC conversion shall be submitted to and approved in writing by the City Council as

Local Planning Authority. The approved details shall then be implemented and be in place prior to the first occupation of the residential units hereby approved.

Reason - In the interest of air quality pursuant to policies SP1, DM1 and EN16 of the Manchester Core Strategy and policies JP-C8 and JP-S5 of the Places for Everyone Joint Development Plan.

17) Notwithstanding details submitted, a detailed Travel Plan shall be submitted to and agreed in writing by the City Council as Local Planning Authority prior to first occupancy of the units hereby approved. In this condition a Travel Plan means a document which includes:

- (1) The measures proposed to be taken to reduce dependency on the private car;
- (2) A commitment to surveying the travel patterns during the first three months of the development and thereafter from time to time;
- (3) Mechanisms for the implementation of the measures to reduce dependency on the private car; and
- (4) Measures for the delivery of specified travel plan services; and measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car.

Within six months of the first use of the development, a revised Travel Plan which takes into account the information about travel patterns gathered pursuant to item (2) above shall be submitted to the City Council as Local Planning Authority for approval. Any Travel Plan which has been approved by the City Council as Local Planning Authority shall be implemented in full at all times when the development hereby approved is in use.

Reason - To assist promoting the use of sustainable forms of travel, pursuant to policies SP1, T2 and DM1 of the Manchester Core Strategy, The Guide to Development in Manchester (SPD) and policies JP-S1, JP-S1, JP-P1 and JP-C1 of Places for Everyone Joint Development Plan.

18) a) Prior to the first occupation of the approved development, external lighting shall be designed and installed in accordance with a scheme submitted to and 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 and to minimise impacts on protected species that may commute and forage in the area pursuant to Core Strategy policies DM1 and EN15 and policies JP-P1 and JP-G8 of the Places for Everyone joint development plan.

19) Notwithstanding the submitted noise impact assessment:

a) Prior to the commencement of above ground works a scheme for acoustically insulating the proposed residential accommodation against noise from Kingsway and Mauldeth Road shall be submitted to and approved in writing by the City Council as Local Planning Authority. There may be other actual or potential sources of noise which require consideration on or near the site, including any local commercial/industrial premises.

The potential for overheating shall also be assessed and the noise insulation scheme shall take this into account. The approved noise insulation and ventilation scheme shall be completed before any of the dwelling units are occupied.

Noise survey data shall include measurements taken during a rush-hour period and night time to determine the appropriate sound insulation measures necessary.

b) Prior to first occupation of the residential units, a verification report shall be submitted to validate that the work undertaken throughout the development conforms to the recommendations and requirements approved as part a) of this condition. The validation report shall also undertake post completion testing to confirm that the internal noise criteria have been met.

c) In the event of any non-conformity with the approved acoustic insulation scheme, then any further measures that are required to ensure conformity shall be carried out. Any required measures/mitigation shall continue until conformity has been achieved and agreed in writing by the City Council as local planning authority, prior to first occupation of the development.

Reason -To secure a reduction in noise from traffic and other sources in order to protect future residents from noise disturbance and to reduce the potential for overheating pursuant to policy DM1 of the Manchester Core Strategy, saved policy DC26 of the Unitary Development Plan for the City of Manchester and policy JP-P1 of the Places for Everyone Joint Development Plan.

20) a) Any 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 first occupation of the development hereby approved a 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 prior to first occupation of the development.

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 approved under part a) of this condition. The report shall also undertake post completion testing to confirm that the noise criteria have been met.

c) In the event of any non-conformity with the approved scheme, then any further measures that are required to ensure conformity shall be carried out. Any required measures/mitigation shall continue until conformity has been achieved and agreed in writing by the City Council as Local Planning Authority, prior to first occupation of the development.

Reason - To minimise the impact of the development and to prevent a general increase in pre-existing background noise levels around the site pursuant to policy DM1 of the Manchester Core Strategy, saved policy DC26 of the Unitary Development Plan and policy JP-P1 of the Places for Everyone Joint Development Plan.

21) Prior to first occupation of the development hereby approved, the City Council as Local Planning Authority must acknowledge in writing that it has received written confirmation of a Secured by Design accreditation.

Reason - To reduce the risk of crime, pursuant to policies SP1 and DM1 of the Manchester Core Strategy and policies JP-S1 and JP-P1 of the Places for Everyone Joint Development Plan.

22) The development hereby approved shall only be carried out in accordance with mitigation measures detailed within the submitted Air Quality Assessment produced by Redmore Environmental (Ref: 8298r2), received by the City Council as Local Planning Authority on 4 March 2025.

Reason - To minimise the impact upon air quality and in order to minimise the environmental impact of the development, pursuant to policy EN16 of the Manchester Core Strategy and policy JP-S5 of the Places for Everyone Joint Development Plan.

23) The development hereby approved shall only be implemented in accordance with the waste management strategy and details shown on drawing referenced , A815_P_102C (Proposed Servicing Plan), received by the City Council as Local Planning Authority on 4 March 2025 and 30 September 2025 respectively. The details of the approved scheme shall be implemented as part of the development and shall remain in situ whilst the use or development is in operation. No bins shall be stored outside the curtilage of the site other than on the day of collection.

Reason - In the interests of public health and residential amenity, pursuant to policies DM1 and SP1 of the Manchester Core Strategy and policy JP-P1 of the Places for Everyone Joint Development Plan.

24) a) The development hereby approved shall be implemented in accordance with the measures contained within the submitted Environmental Standards Statement (Rev B), prepared by Watt Energy & Consulting Engineers Ltd, dated 18 February 2025, received by the City Council as Local Planning Authority on 4 March 2025.

b) 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, including dated photographic documentary evidence of the implementation and completion of required works.

c) Any non-conformity from the approved scheme shall be clearly set out along with measures required to ensure compliance with the agreed details.

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 policies JP-S1, JP-P1 and JP-S2 of the Places for Everyone Joint Development Plan.

25) Prior to occupation of the development hereby approved, full details of all necessary off-site highway work, shall be submitted to and approved in writing by the City Council as Local Planning Authority. The approved traffic calming measures will then be implemented in accordance within a timescale to be agreed in writing by the City Council as Local Planning Authority.

- Resurfacing of the footway and reinstatement of any vehicle crossovers along Kingsway and Mauldeth Road, where the footway adjoins the site.

- The provision of tactile paving and dropped kerbs to the site access points.

- The widening of the footway along Mauldeth Road as detailed with the application submission.

- The provision of Traffic Regulation Orders (TROs) along the internal access road and junction with Mauldeth Road along with the adoption of a 20mph speed limit.

The development shall not be occupied until all the necessary off-site highway works have an agreed timescale for implementation.

Reason - In the interests of highway safety and residential amenity, pursuant to Policies DM1 and SP1 of the Manchester Core Strategy and policies JP-C4 and JP-C6 of the Places for Everyone Joint Development Plan.

26) Prior to occupation of the development hereby approved, full details of traffic calming measures within the 'traffic calming study area' on Mauldeth Road, as indicated on drawing referenced A815_P_100L, received by the City Council as Local Planning Authority on 7 October 2025 shall be submitted to and approved in writing by the City Council as Local Planning Authority. The approved traffic calming measures will then be implemented in accordance with a timescale to be agreed in writing by the City Council as Local Planning Authority.

Reason - In the interests of highway safety and residential amenity, pursuant to Policies DM1 and SP1 of the Manchester Core Strategy and policies JP-C4 and JP-C6 of the Places for Everyone Joint Development Plan.

27) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) (or any order revoking and re-enacting that Order with or without modification) no part of the development shall be used for any purpose other than the purpose(s) of Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended) (or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

Reason - In the interests of residential amenity, to safeguard the character of the area and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester, guidance contained within the National Planning Policy Framework, and policies JP-S1, JP-P1 and JP-H3 of the Places for Everyone joint development plan.

28) The residential units hereby shall be used only as private dwellings (which description shall not include serviced properties or similar uses where sleeping accommodation (with or without other services) is provided by way of trade for money or money's worth and occupied by the same person for less than ninety consecutive nights) and for no other purpose (including any other purpose in Class C3 of the Schedule to the Town and Country Planning (Use Classes) Order 1987 (as amended), or any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification).

Reason - In the interests of residential amenity, to safeguard the character of the area and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester, guidance contained within the National Planning Policy Framework, and policies JP-S1, JP-P1 and JP-H3 of Places for Everyone Development Plan.

29) Notwithstanding the General Permitted Development Order 2015 as amended by the Town and Country Planning (Permitted Development and Miscellaneous Amendments) (England) (Coronavirus) Regulations 2020 or any legislation amending or replacing the same, no further development in the form of upward extensions to the building shall be undertaken other than that expressly authorised by the granting of planning permission.

Reason - In the interests of protecting residential amenity and visual amenity of the area in which the development is located pursuant to policies DM1 and SP1 of the Manchester Core Strategy and policies JP-S1 and JP-P1 of the Places for Everyone Development Plan.

30) 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 building extensions shall be erected to the proposed dwellinghouses without the prior consent of the City Council.

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 and policies JP-S1 and JP-P1 of the Places for Everyone Development Plan.

31) Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 or any legislation amending or replacing the same, no windows or doors shall be inserted within the exterior of the dwellinghouses hereby approved, other than that expressly authorised by the granting of this 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 and policies JP-S1 and JP-P1 of the Places for Everyone Development Plan.

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

The statutory framework for biodiversity net gain requires a Biodiversity Gain Plan to be submitted and approved to discharge the biodiversity gain condition prior to the commencement of development.

A developer must submit the Biodiversity Gain Plan to the planning authority in writing, no earlier than the day after planning permission has been granted. The use of the Biodiversity Gain Plan template is strongly encouraged to bring together the required information into one document for approval.

The following content of a Biodiversity Gain Plan is required for development:

- information about the steps taken or to be taken to minimise the adverse effect of the development on the biodiversity of the onsite habitat and any other habitat;
- the pre-development biodiversity value of the onsite habitat;
- the post-development biodiversity value of the onsite habitat;
- any registered off-site biodiversity gain allocated to the development and the biodiversity; and
- any biodiversity credits purchased for the development.

In addition, the following is required:

- name and address of the person completing the Plan, and (if different) the person submitting the Plan;
- a description of the development and planning permission reference number (to which the plan relates);
- the relevant date, for the purposes of calculating the pre-development biodiversity value of onsite habitats and if proposing an earlier date, the reasons for using this earlier date;

- the completed biodiversity metric calculation tool(s), stating the publication date of the tool(s), and showing the calculation of the pre-development onsite value on the relevant date, and post-development biodiversity value;
- a description of arrangements for maintenance and monitoring of habitat enhancement to which paragraph 9(3) of Schedule 7A to the 1990 Act applies (habitat enhancement which must be maintained for at least 30 years after the development is completed);
- (except for onsite irreplaceable habitats) a description of how the biodiversity gain hierarchy will be followed and where to the extent any actions (in order of priority) in that hierarchy are not followed and the reason for that;
- pre-development and post-development plans showing the location of onsite habitat (including any irreplaceable habitat) on the relevant date, and drawn to an identified scale and showing the direction of North;
- a description of any irreplaceable habitat on the land to which the plan relates which exist on the relevant date, and any part of the development for which planning permission is granted where the onsite habitat of that part is irreplaceable habitat arrangements for compensation for any impact the development has on the biodiversity of the irreplaceable habitat; and
- if habitat degradation has taken place:
a statement to this effect,
the date immediately before the degradation activity,
the completed biodiversity tool showing the calculation of the biodiversity value of the onsite habitat on that date, and
any available supporting evidence for the value.

There is a standard Biodiversity Gain Plan template available to complete which brings together many of these matters into one document.

The submission of a Biodiversity Gain Plan to a local planning authority falls under Regulation 16 of the Town and Country Planning (Fee for Applications, Deemed Applications, Requests and Site Visit) (England) Regulations 2012 which covers fees for the written confirmation of compliance with a condition or conditions attached to a grant of planning permission.

Application for Section 278 highways works condition discharge may only be submitted following securement of cash bond or surety provision of the total costs of the associated highways works as provided by the statutory approvals team. It is expected that all modifications/improvements to the public highway are achieved with a maximum carbon footprint of 40%. Materials used during this process must also be a minimum of 40% recycled and fully recyclable. Developers will be expected to demonstrate that these standards can be met prior to planning conditions being discharged. The Council seeks use of a standard palette of materials for footway and carriageway construction. For alternatives of a higher standard, a commuted sum (for non-standard highway material and its maintenance) will need to be agreed between MCC and the applicant.

The applicant should be advised that any requirements for licensing, hoarding / scaffolding, Section 50 works skips and any associated temporary traffic management arrangements will need discussion and agreement with the council's Highway Applications and Network Resilience teams via Email: highwaylicences@manchester.gov.uk / highwaynetworkmanagement@manchester.gov.uk.

For any projects that require a S278 highway agreement a Stage 1 Road Safety Audit (RSA 1) is requested to inform the preliminary design at the pre-planning stage - prior to planning approval being granted. This ensures that any underlying highway safety issues have been identified and mitigation is proposed accordingly.

DRAFT DECISION

Date:

DRAFT

Notes

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

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

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

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

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

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

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

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

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

SCHEDULE 3

THE OWNER'S GENERAL COVENANTS

The Owner hereby covenants with the Council as follows:

1. To notify the Council in writing within 5 (five) Working Days of Commencement of Development.
2. To pay the Contribution to the Council as follows:
 - 2.1 £101,191 (one hundred and one thousand one hundred and ninety one pounds) exclusive of VAT if any, Index Linked prior to Commencement and not to Commence until this payment has been received by the Council;
 - 2.2 £34,080 (thirty four thousand and eighty pounds) exclusive of VAT if any, Index Linked within 12 months of Commencement and not to continue to Develop the Site from the date that is 12 months from Commencement until this payment has been received by the Council;
 - 2.3 £51,120 (fifty one thousand one hundred and twenty pounds) exclusive of VAT if any, Index Linked prior to first Occupation and not to Occupy permit or allow Occupation until this payment has been received by the Council;
 - 2.4 £85,200 (eighty five thousand two hundred pounds) exclusive of VAT if any, Index Linked prior to the Occupation of the 50th Dwelling to be Occupied and not to Occupy permit or allow Occupation of more than 49 Dwellings until this payment has been received by the Council.

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows:

1. To use the Contribution solely towards the costs detailed in the definition of "Contribution" in this Agreement.
2. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request.
3. To issue the Planning Permission within two (2) Working Days of the date hereof.

SCHEDULE 5

DISCOUNTED MARKET SALES HOUSING DEFINITIONS AND COVENANTS

The following words and expressions below shall mean as follows:-

"Additional Discounted Market Sales Housing Contribution"	means in circumstances where a sale of a Discounted Market Sales Housing Unit other than as a Discounted Market Sales Housing Unit has taken place in accordance with paragraph 5.6, 5.7 or 7 of this Schedule, the lower of the following two amounts: (a) 20% of the proceeds of sale; and (b) the proceeds of sale less the amount due and outstanding to any Mortgagee of the relevant Discounted Market Sales Housing Unit under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the Discounted Market Sales Housing Unit Owner to the Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the Discounted Market Sales Housing Unit Owner in connection with the sale of the Discounted Market Sales Housing Unit and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the Discounted Market Sales Housing Unit Owner as a result of the disposal of the Discounted Market Sales Housing Unit other than as a Discounted Market Sales Housing Unit.
"Armed Services Member"	means a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the Discounted Market Sales Housing Unit, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or

	former member whose death was caused wholly or partly by their service
"Compliance Certificate"	means the certificate issued by the Council confirming that a Dwelling is being disposed of as a Discounted Market Sales Housing Unit to a purchaser meeting the Eligibility Criteria.
"Discounted Market Price"	means a sum which is the Market Value discounted by at least 20%
"Discounted Market Sales Housing"	means housing that is Affordable Housing and which may be disposed of as a freehold or (in the case of flats only) as a leasehold property at the Discounted Market Price
"Discounted Market Sales Housing Unit"	means a Dwelling that is also Discounted Market Sales Housing and "Discounted Market Sales Housing Units" shall be construed accordingly
"Discounted Market Sales Housing Unit Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a Discounted Market Sales Housing Unit other than: (a) the Owner; or (b) another developer or other entity to which the freehold interest or leasehold interest in a Discounted Market Sales Housing Unit or in the land on which a Discounted Market Sales Housing Unit is to be provided has been transferred before that Discounted Market Sales Housing Unit is made available and is disposed of for occupation as a Discounted Market Sales Housing; or (c) a tenant or sub-tenant of a permitted letting under paragraph 6
"Disposal"	means for the purpose of this Schedule 3 a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a Discounted Market Sales Housing Unit other than:

	(a) a letting or sub-letting in accordance with paragraph 6 (b) a transfer of the freehold interest in a Discounted Market Sales Housing Unit or land on which a Discounted Market Sales Housing Unit is to be provided before that Discounted Market Sales Housing Unit is made available for occupation except where the transfer is to a Discounted Market Sales Housing Unit Owner (c) an Exempt Disposal and "Disposed" and "Disposing" shall be construed accordingly
"Eligibility Criteria"	means that at the date of the relevant disposal of a Discounted Market Sales Housing Unit the following criteria are met in respect of a disposal of a Discounted Market Sales Housing Unit if: (a) the purchaser's annual gross income (or in the case of a joint purchase, the joint purchasers' joint annual gross income) does not exceed the Income Cap (if any); and (b) any or all of criteria (i) (ii) and (iii) below are met: (i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member and/or (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker.
"Exempt Disposal"	means the Disposal of a Discounted Market Sales Housing Unit in one of the following circumstances: (a) a Disposal to a spouse or civil partner upon the death of the Discounted Market Sales Housing Unit Owner

	(b) a Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the Discounted Market Sales Housing Unit Owner (c) Disposal to a former spouse or former civil partner of a Discounted Market Sales Housing Unit Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order (d) Disposal to a trustee in bankruptcy prior to sale of the relevant Dwelling (and for the avoidance of doubt paragraph 7 shall apply to such sale) Provided that in each case other than (d) the person to whom the disposal is made complies with the terms of paragraph 6
"Income Cap"	means on the first sale of a Discounted Market Sales Housing Unit sixty thousand pounds (£60,000); or on second or subsequent sale such sum (if any) as may be published by the Council from time to time as the "Discounted Market Sales Housing Income Cap (Local)" for the Council and is in operation at the time of the relevant disposal of the Discounted Market Sales Housing Unit.
"Key Worker"	means Public sector employees who provide frontline services in areas including health, education and community safety such as NHS staff, teachers, police, firefighters, military personnel, social care and childcare workers.
"Local Connection Criteria"	means the following: 1. Living in the council ward within the Administrative Boundaries of Manchester where the Discount Market Sales Housing is located and 2. Have lived in that ward for at least 3 of the last 5 years, or 3. Have a parent or a child living in the council ward within the Administrative Boundaries of Manchester

	where the Discount Market Sales Housing is located, or 4. Provide care to, or receive care from, someone living in the ward within the Administrative Boundaries of Manchester where the Discount Market Sales Housing is located. Carers are defined in appendix 4 of the Manchester City Council Part V1 Scheme for the Allocation of Social Housing (as the same may be amended or any replacement of the same)
"Market Dwelling"	means any Dwelling which is not a Discounted Market Sales Housing Unit and "Market Dwellings" shall be construed accordingly
"Market Value"	means the open market value as assessed by a Valuer of Dwelling as confirmed to the Council by the Discounted Market Sales Housing Unit Owner and assessed in accordance with the RICS Valuation Standards (January 2014 or any such replacement guidance issued by RICS) and for the avoidance of doubt shall not take into account the 20% discount in the valuation
"Mortgagee"	means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a Discounted Market Sales Housing Unit including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a Discounted Market Sales Housing Unit
"Practical Completion"	means the stage reached when the construction of a Discounted Market Sales Housing Unit is sufficiently complete that, where necessary, a certificate of practical completion can be issued and it can be Occupied
"SDLT"	means Stamp Duty Land Tax as defined by the Finance Act 2003 or any tax replacing it of like effect
"Valuer"	means a Member or Fellow of the Royal Institution of Chartered Surveyors being a Registered Valuer appointed

	by the Discounted Market Sales Housing Unit Owner and acting in an independent capacity
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OBLIGATIONS

1. Unless otherwise agreed in writing by the Council, the Owner for and on behalf of itself and its successors in title to the Site with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come covenants with the Council as below save that
 - 1.1. paragraphs 2,3 and 4 shall not apply to a Discounted Market Sales Housing Unit Owner;
 - 1.2. paragraphs 5 and 6 apply as set out therein but and for the avoidance of doubt where a Discounted Market Sales Housing Unit is owned by a Discounted Market Sales Housing Unit Owner they shall apply to that Discounted Market Sales Housing Unit Owner only in respect of the Discounted Market Sales Housing Unit owned by that Discounted Market Sales Housing Unit Owner; and
 - 1.3. Paragraph 7 applies as set out herein.

2. QUANTUM OF DISCOUNT MARKET SALES HOUSING AND COMPLETION REQUIREMENT

- 2.1. 12 (thirteen) of the Dwellings on the Site shall be identified reserved and set aside as Discounted Market Sales Housing Units (unless otherwise agreed in writing by the Council and the Owner) and shall be provided and retained as Discounted Market Sales Housing in perpetuity subject to the terms of this Schedule.
- 2.2. Not to allow Occupation of more than 50% (fifty per cent) of the Market Dwellings on the Site until all Discounted Market Sales Housing Units have been completed in accordance with the requirements of the Planning Permission and this Schedule 5 and made ready for Occupation and written notification of such has been given to the Council.

3. SIZE AND LOCATION

3.1. The Discounted Market Sales Housing Units provided within the Site shall be the 13 (thirteen) Dwellings shown coloured blue on the Affordable Housing Plans or such other Dwellings as the Council shall agree in writing as the Discounted Market Sales Housing Units.

4. DEVELOPMENT STANDARD

All Discounted Market Sales Housing Units shall be constructed to no less than the standard applied to the Market Dwellings.

5. DELIVERY MECHANISM

5.1. The Discounted Market Sales Housing Units shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as Discounted Market Sales Housing to a person or person(s) meeting the Eligibility Criteria.

5.2. No Discounted Market Sales Housing Units shall be Disposed of (whether on a first or any subsequent sale) unless and until:

5.2.1. The Council has been provided with evidence that:

5.2.1.1. the intended purchaser meets the Eligibility Criteria

5.2.1.2. the Dwelling is being Disposed of as a Discounted Market Sales Housing Unit at the Discounted Market Price and

5.2.1.3. the transfer of the Discounted Market Sales Housing Units includes:

5.2.1.3.1. a definition of the "Council" which shall be:

"The Council of the City of Manchester"

5.2.1.3.2. a definition of " Discounted Market Sales Housing Provisions" in the following terms:

"means the provisions set out in paragraphs 5.1 to 5.7 of Schedule 6 of the S106 Agreement a copy of which is attached hereto as the Annexure."

- 5.2.1.3.3. A definition of "S106 Agreement" means the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [insert date] made between (1) the Council (2) West Egg Limited and (3) Together Commercial Finance Limited
- 5.2.1.3.4. a provision that the Property is sold subject to and with the benefit of the Discounted Market Sales Housing Provisions and the Transferee acknowledges that it may not transfer or otherwise Dispose of the Property or any part of it other than in accordance with the Discounted Market Sales Housing Provisions
- 5.2.1.3.5. a copy of the Discounted Market Sales Housing Provisions in an Annexure
- 5.2.1.3.6. the requirement to apply for the restriction set out in 5.3 on the first Disposal

5.2.2. The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of paragraph 5.2.1 have been met

5.3. On the first Disposal of each and every Discounted Market Sales Housing Unit to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that Discounted Market Sales Housing Unit of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by The Council of the City of Manchester of [address] Town Hall, Albert Square, Manchester, M60 2LA or their conveyancer that the provisions of clause XX (the Discounted Market Sales Housing Provisions) of the Transfer dated [Date] referred to in the

Charges Register have been complied with or that they do not apply to the disposition"

5.4. The owner of a Discounted Market Sales Housing Unit (which for the purposes of this paragraph shall include the Owner and any Discounted Market Sales Housing Unit Owner) may apply to the Council to Dispose of it other than as a Discounted Market Sales Housing Unit on the grounds that either:

5.4.1. the Dwelling has been actively marketed as a Discounted Market Sales Housing Unit for six (6) months in accordance with paragraph 5.1 (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to Practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a Discounted Market Sales Housing Unit but it has not been possible to Dispose of that Dwelling as a Discounted Market Sales Housing Unit in accordance with paragraph 5.2.1; or

5.4.2. requiring the Discounted Market Sales Housing Unit Owner to undertake active marketing for the period specified in paragraph 5.4.1 before being able to Dispose of the Dwelling other than as a Discounted Market Sales Housing Unit would be likely to cause the Discounted Market Sales Housing Unit Owner undue hardship

5.5. Upon receipt of an application served in accordance with paragraph 5.4 the Council shall have the right (but shall not be required) to direct that the relevant Dwelling is disposed of to it at the Discounted Market Price

5.6. If the Council is satisfied that either of the grounds in paragraph 5.4 above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with paragraph 5.4 that the relevant Dwelling may be Disposed of:

5.6.1. to the Council at the Discounted Market Price; or

5.6.2. (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a Discounted Market Sales Housing Unit

and on the issue of that written confirmation the obligations in this Agreement which apply to Discounted Market Sales Housing shall cease to bind and shall no longer affect that Dwelling apart from paragraph 5.8 which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as Discounted Market Sales Housing.

5.7. If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in paragraph 5.4 above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with paragraph 5.4 serve notice on the owner setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as Discounted Market Sales Housing and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as Discounted Market Sales Housing they may serve notice on the Council in accordance with paragraph 5.4 following which the Council must within 28 days issue confirmation in writing that the Dwelling may be Disposed of other than as Discount Market Sales Housing.

5.8. Where a Dwelling that is a Discounted Market Sales Housing Unit is Disposed of other than as Discounted Market Sales Housing (save where Disposed of to the Council at the Discounted Market Price in accordance with paragraphs 5.6 or 5.7 above the owner of the Discounted Market Sales Housing Unit shall pay to the Council forthwith upon receipt of the proceeds of sale the Additional Discounted Market Sales Housing Contribution.

5.9. Upon receipt of the Additional Discounted Market Sales Housing Contribution the Council shall:

5.9.1. within 28 working days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in paragraph 5.3 where such restriction has previously been registered against the relevant title and the Council covenants to assist with the removal of such restrictions including responding to any requisitions raised within a reasonable time after being notified of the same.

5.9.2. apply all monies received towards the provision of Affordable Housing in the Administrative Boundaries of Manchester.

5.10. Any person who purchases a Discounted Market Sales Housing Unit free of the restrictions in this Schedule 6 pursuant to the provisions in paragraphs 5.7 and 5.8 shall not be liable to pay the Additional Discounted Market Sales Housing Contribution to the Council.

6. USE

Each Discounted Market Sales Housing Unit shall be used only as the main residence of the Discounted Market Sales Housing Unit Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Deed PROVIDED THAT letting or sub-letting shall be permitted in accordance with paragraphs 6.1 – 6.4 below.

6.1. A Discounted Market Sales Housing Unit Owner may let or sub-let their Discounted Market Sales Housing Unit under a periodic tenancy in accordance with the Renters' Rights Act 2025, provided that the Discounted Market Sales Housing Unit Owner notifies the Council in writing before the Discounted Market Sales Housing Unit is Occupied by the prospective tenant or sub-tenant and provides written proof to the Council that prior to the beginning of the tenancy or sub tenancy they have given notice in writing to the prospective tenant or sub-tenant that possession might be recovered under Ground 1 of the Housing Act 1988 as amended by the Renters' Rights Act 2025. A Discounted Market Sales Housing Unit Owner may let or sub-let their Discounted Market Sales Housing Unit pursuant to this paragraph only once during that Discounted Market Sales Housing Unit Owner's period of ownership and unless the provisions of paragraph 6.2 apply must seek possession under the said Ground 1 eight months after the commencement of the tenancy or sub tenancy giving the tenant or sub tenant four months' notice that they require possession under the said Ground 1.

6.2. A Discounted Market Sales Housing Unit Owner may let or sub-let their Discounted Market Sales Housing Unit for any period not governed by Paragraph 6.1 provided that the Discounted Market Sales Housing Unit

Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of circumstances in paragraphs 6.2.1 – 6.2.6 below:

6.2.1. the Discounted Market Sales Housing Unit Owner is required to live in accommodation other than their Discounted Market Sales Housing Unit for the duration of the letting or sub-letting for the purposes of employment;

6.2.2. the Discounted Market Sales Housing Unit Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;

6.2.3. the Discounted Market Sales Housing Unit Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

6.2.4. the Discounted Market Sales Housing Unit Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

6.2.5. the Discounted Market Sales Housing Unit Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; or

6.2.6. the Discounted Market Sales Housing Unit Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

6.3. A letting or sub-letting permitted pursuant to paragraph 6.1 or 6.2 must be by way of a written lease or sub-lease (as the case may be) of the whole of the Discounted Market Sales Housing Unit on terms which expressly prohibit any further sub-letting.

6.4. Nothing in this paragraph 6 prevents a Discounted Market Sales Housing Unit Owner from renting a room within their Discounted Market Sales Housing Unit or from renting their Discounted Market Sales Housing Unit as temporary sleeping accommodation provided that the Discounted Market

Sales Housing Unit remains at all times the Discounted Market Sales Housing Unit Owner's main residence.

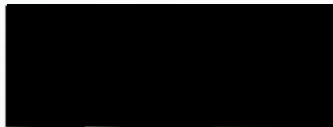
7. MORTGAGEE EXCLUSION

The obligations in paragraphs 1-6 of this Agreement in relation to the Discounted Market Sales Housing shall not apply to any Mortgagee or any receiver (including an administrative receiver appointed by such Mortgagee or any other person appointed under any security documentation to enable such Mortgagee to realise its security or any administrator (howsoever appointed (each a Receiver)) of any individual the Discounted Market Sales Housing Unit or any persons or bodies deriving title through such Mortgagee or Receiver PROVIDED THAT:

- 7.1. such Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant Discounted Market Sales Housing Unit; and
- 7.2. once notice of intention to Dispose of the relevant Discounted Market Sales Housing Unit has been given by the Mortgagee or Receiver to the Council the Mortgagee or Receiver shall be free to sell that Discounted Market Sales Housing Unit at its full Market Value and subject only to paragraph 7.3
- 7.3. following the Disposal of the relevant Discounted Market Sales Housing Unit the Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the Additional Discounted Market Sales Housing Contribution.
- 7.4. following receipt of notification of the Disposal of the relevant Discounted Market Sales Housing Unit the Council shall:
 - 7.4.1. forthwith issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in paragraph 5.3; and
 - 7.4.2. apply all such monies received towards the provision of Affordable Housing within the Administrative Boundaries of Manchester.

01132410

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:

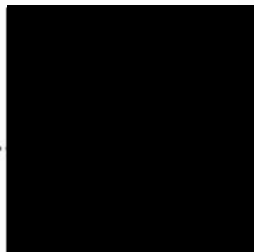


AUTHORISED SIGNATORY

EXECUTED AS A DEED by **WEST EGG LIMITED**
acting by a director

DIRECTOR

Signature:

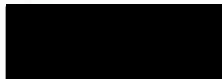


Name (in block capitals)

..... MUHAMMAD SHOJAAT NASOOL

IN THE PRESENCE OF:

Signature:



Name: (in block capitals) HELENA CARL

Address:



Executed as a deed by
**TOGETHER COMMERCIAL
FINANCE LIMITED**

acting by *BARRY MATHEWS* as
Attorney,

in the presence of a witness:

.....
Witness Signature

Witness Name:

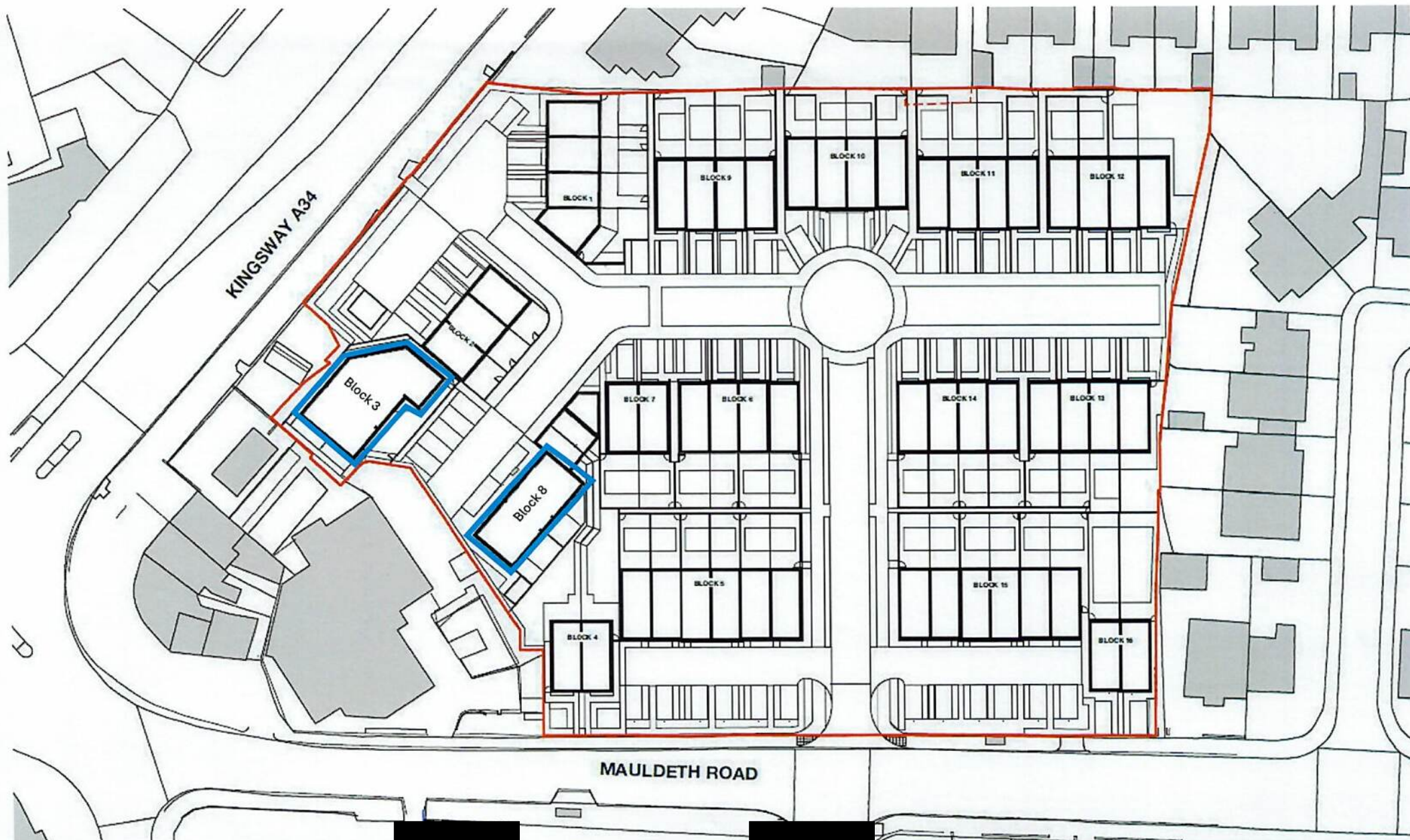
Joana Moroney

Witness Occupation:

Witness Address:

For Completion Etc.

Appendix
Affordable Housing Plans



PROPOSED BLOCK PLAN 1:500@A3

0 5 10 15 20 25 M



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MAULDETH ROAD

B	24/05/2024	PROPOSED SITE BOUNDARY
A	09/11/2024	PROPOSED ROAD
DATE	DATE	DESCRIPTION

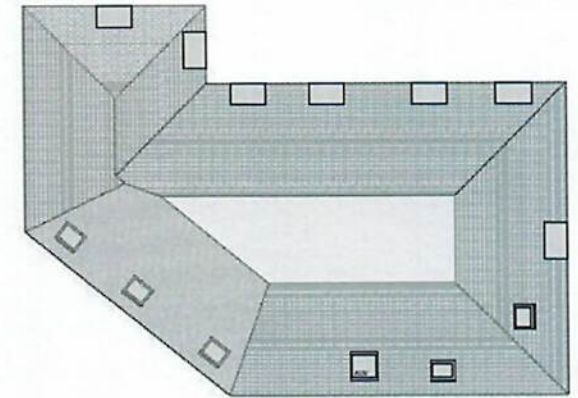
CLIENT: VIVID	
PROJECT: PROPOSED RESIDENTIAL DEVELOPMENT	
ADDRESS: BURNAGE CRICKET CLUB, M19 1AJ	
DRAWING TITLE: PROPOSED BLOCK PLAN	
SCALE: 1:500@A3	DATE: AUGUST 2024
DRAWING NO: A015_P_0025	

OLLIER SMURTHWAITE ARCHITECTS

40 King Street, Manchester, M2 6BA
T: 0161 853 0234
F: 0161 853 0239
E: enquiries@olliersmurthwaite.com



First floor

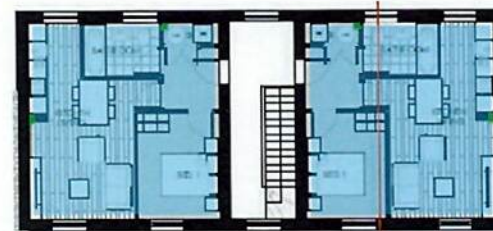
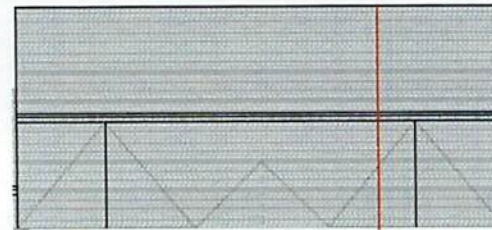
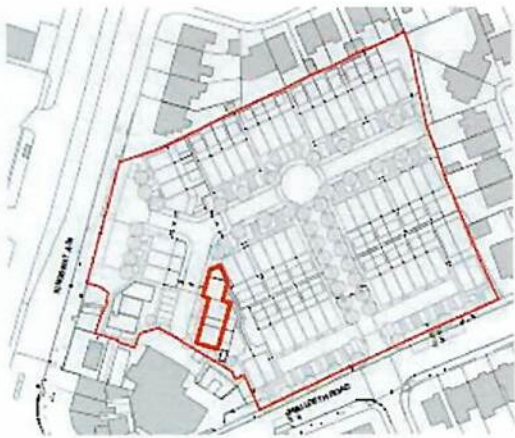


Ground floor

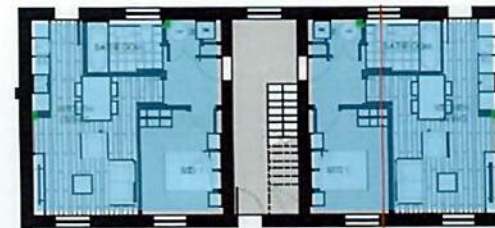


Second floor

Block 3 - Floor Plans



First floor



Ground floor

Block 8 - Floor Plans