

(1) The Council of the City of Manchester

and

(2) Miller Homes Limited

Agreement

pursuant to section 106 Town and Country Planning Act 1990 (as amended) relating to
Land at Hinchley Road, Manchester, M9 7FG

City Solicitor
Manchester City Council
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/BH/PLA001/84197

BETWEEN

- ## Introduction

- 1

- (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.
- (E) The Owner has agreed to enter into this Agreement so as to create planning obligations in favour of the Council pursuant to section 106 Act and to be bound by and observe and perform the covenants hereinafter contained.
- (F) The Council has determined that in order to comply with the Core Strategy the Development should provide a minimum of 20% on site Affordable Housing. The Owner has agreed to enter into the planning obligations contained herein requiring it to provide on site Affordable Housing in the manner herein set out.
- (G) Paragraph 13 of Schedule 7A of the Act (as defined herein) sets out that every planning permission granted for the development of land in England shall be deemed to have been granted subject to a biodiversity gain condition requiring the development to achieve a net gain of 10% of biodiversity value. This Agreement includes provides for the payment of a Biodiversity Gain Land Monitoring Contribution in the manner hereinafter appearing.

Agreed terms

1 Definitions and interpretations

- 1.1 In this Agreement the following terms have the following meanings unless inconsistent with the context:

“Act” means the Town and Country Planning Act 1990 as amended;

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

“Affordable Housing” means affordable housing as defined in Policy H8 of the Core Strategy and in annex 2 of the NPPF that will be available to persons who cannot afford to rent or buy housing generally available on the open market;

“Affordable Housing Requirement” means 22 of the Dwellings within the Development to be constructed as Affordable Housing in accordance with the Affordable Housing Scheme unless otherwise agreed in writing by the Council;

“Affordable Housing Scheme” a written scheme for the provision of 22 (twenty two) Dwellings to be provided as Affordable Housing that will be submitted to the Council and which will be required to have been approved in writing by the Council in accordance with paragraph 1 in Schedule 3 in accordance with Policy H8 of the Core Strategy and Policy JP-H2 of Places for Everyone);

“Affordable Housing Units” means those 22 Dwellings which in accordance with the provisions contained in Schedule 3 will consist of Social Rented Housing Units or Shared Ownership Housing Units and which shall be designated as Affordable Housing in accordance with the Affordable Housing Requirement and the Affordable Housing Scheme submitted by the Owner and approved by the Council and which are to be constructed according to at least the quality and design standards of the Regulator. The Affordable Housing Units shall be designed, constructed and completed to at least the same standard as the Market Housing Units and “Affordable Housing Unit” shall be construed accordingly;

“Agreement” shall mean this agreement;

“Allocated” shall mean allocated to a tenant nominated by the Council under the terms of a Nomination Agreement;

“Application” means the application for planning permission to which the Council gave the reference 143085/FO/2025

“Biodiversity Gain Condition” means the condition deemed to have been included in the Planning Permission by Paragraph 13 of Schedule 7A of the Act requiring the development to achieve a net gain of 10% of biodiversity value;

“Biodiversity Gain Land Monitoring Contribution” means the sum of £3,206 (three thousand two hundred and six pounds) Index Linked to be paid by the Owner to the Council under paragraph 1.3 of Schedule 2 of this Agreement to be applied by the Council as a financial contribution towards the Council's costs of monitoring compliance with the HMMP;

“Building for a Healthy Life” means the design tool titled ‘Building for a Healthy Life’ published in June 2020 by Homes England (as the same may from time to time be updated or replaced with an equivalent design tool);

“Capital Funding Guide” means the guide issued by Homes England detailing Homes England's requirements for Shared Ownership Housing published on 4 November 2016 and most recently updated on 10 November 2025 (as the same may from time to time be updated or replaced with an equivalent guide);

“Chargee” any mortgagee or chargee of the Registered Provider, or any receiver or manager (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;

“Chargee's Duty” the tasks and duties of the Chargee set out in the Schedule 4;

“Commencement of Development” means 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 "Commencement" shall be construed accordingly;

“Commutated Sum” means the Commuted Sum per each Affordable Housing Unit of £162,039 Index Linked calculated in accordance with the methodology set out in the definition of “Formula”;

“Completion of Construction” the date upon which a valid certificate of completion shall have been issued in respect of the completion of construction of the Affordable Housing as referred to in Schedule 2 for the purposes of the Building Act 1984 and the Building Regulations 2010 or any amendment or replacement of the same or, if the Council, acting reasonably, considers that the completion of construction of the Affordable Housing has occurred but it has not received the notice confirming completion in accordance with the provisions of this Agreement shall mean the date that the Council notifies in writing to the Owner that the said completion of construction is to be deemed to have taken place for the purposes of this Agreement and **“Completed”** and **“Completion”** shall be construed accordingly;

“Core Strategy” means the Manchester Core Strategy (adopted 11th July 2012) which is the key document in the Council’s Local Development Framework and details the Council’s vision for the development of Manchester during the period 2012 to 2027;

“Development” means the development undertaken on the Site pursuant to the Planning Permission and substantially comprising the erection of 106 (one hundred and six) Dwellings (C3 Use Class) with associated access, landscaping, parking and other works;

“Director” means the Council’s Director of Planning, Building Control and Licensing;

“Dwelling” means 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” means a professional expert in town planning, who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten years post qualification experience;

“Formula” means the formula for calculating the Commuted Sum for each Affordable Housing Unit is set out as follows:

Developer Subsidy = (A - B) x C

Where:

A = Average Market Value per Dwelling

B = Affordable Price per Dwelling

C = Total number of Dwellings

The Affordable Price per Dwelling will be the sum that is equal to 55.72% of the Market Value of the Dwelling

Average Market Value = £348,536

Affordable Price = £194,201

Total number of Dwellings = 106

Where an in lieu payment is agreed, the calculation will be made on the basis that all 106 dwellings are for private market accommodation. The contribution for affordable housing should take into consideration all new housing units resulting from the facilitating site. Hence, the 106 private market dwellings should still represent 80% of the overall development.

Therefore in a scheme of 106 dwellings, the Council's normal on-site requirement for affordable housing is 106 divided by 80 x 100 – 100 = 32.5 units

The total resulting from the facilitating site is therefore calculated as:

Commuted sum = (£348,536 - £194,201) x 32.5 = £5,015,888

Plus 5% management/maintenance/administration charge = £250,794

Total commuted sum = £5,266,282;

Commuted Sum per Affordable Housing Unit = £5,266,282 divided by 32.5 = £162,039;

“Freeholder Planning Agreement” an agreement under s106 of the Act as required by Paragraph 2 of Schedule 2 whereby on the transfer of the freehold title of any of the Affordable Housing Land as defined in Paragraph 2 of Schedule 2 that freehold title will become bound by the Planning Obligations contained in Schedule 3 and the Freeholder Planning Agreement or if applicable each Freeholder Planning Agreement shall be substantially in the form appended to this Agreement;

“Habitat Management and Monitoring Plan” or **“HMMP”** means the document which provides a description of the plan the Owner will implement in order to manage and monitor on site biodiversity gain for a continuous period of 30 years

as required by the Biodiversity Gain Condition of the Planning Permission and approved by the Council and the Council at its sole absolute discretion may agree in writing to minor amendments to the HMMP;

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

“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;

“Initial Share Percentage” the amount of the initial percentage of a Shared Ownership Lease that is purchased by a Shared Ownership leaseholder on completion of a Shared Ownership Lease;

“Interest” means at 4% 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 £6,295.35 (six thousand two hundred and ninety five pounds and thirty five pence) to be used for the purpose of management and monitoring of this Agreement and the Planning Obligations contained herein;

"Market Housing Units" any Dwelling which is not an Affordable Housing Unit and “Market Housing Unit” shall be construed accordingly;

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

“Mortgagee” means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority (or any replacement of those bodies) to provide facilities to a person to enable that person to acquire a Dwelling including all such regulated entities which provide Shari’ah compliant finance for the purpose of acquiring a Dwelling;

“Nationally Described Space Standard” means the standard published by the Department for Communities and Local Government in March 2015 and amended on 19 May 2016 (as the same may from time to time be updated or replaced with an equivalent standard). The standard deals with internal space within new dwellings and is suitable for application across all tenures;

“National Design Guide” means the planning practice guide titled the ‘National Design Guide’ published by the Ministry of Housing, Communities & Local Government on 1 October 2019 and last updated on 30 January 2021 (as the same may from time to time be updated or replaced with an equivalent guide);

“Nomination Agreement” shall mean an agreement entered into by a Registered Provider with the Council detailing the right granted by the Registered Provider to the Council to nominate people as tenants of the Social Rented Housing Units in accordance with the provisions of the Nomination Agreement;

“NPPF” means the National Planning Policy Framework (**NPPF**) issued on 12 December 2024 (as may be updated or replaced with an equivalent policy from time to time) being the framework setting out the Government's planning policies for England and how these are expected to be applied as may be amended or any replacement of the same;

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

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

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

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

“Planning Permission” means the full planning permission granted pursuant to the Application as may be amended by any non-material amendment;

“Practical Completion” issue of a certificate of practical completion by NHBC or by the Owner’s architect or the architect of whichever Owner arranges the construction of the Development or in the event that the Development is constructed by a party other than the Owner the issue of a certificate of practical completion by that other party’s architect;

"Protected Tenant" means any tenant who:

- (a) has exercised the Right to Acquire pursuant to the Housing and Regeneration Act 2008 or any statutory provision for the time being in force (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (b) has exercised any statutory Right to Buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) has exercised any voluntary right to buy or right to acquire in respect of a particular Affordable Housing Unit;
- (d) has entered into a Shared Ownership Lease with a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining equity so that the tenant owns the entire Affordable Housing Unit;

"Registered Provider" or RP means either a registered social landlord as defined in the Part 1 Housing Act 1996 who is registered with the Regulator pursuant to section 3 Housing Act 1996 and has not been removed from that register pursuant to section 4 Housing Act 1996 or a provider of social housing as defined in section 80 Housing and Regeneration Act 2008 who is registered with the Affordable Housing Regulator pursuant to section 111 Housing and Regeneration Act 2008 and has not been removed from the register;

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

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

"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;

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

"Right to Buy" the right of a tenant to buy the Affordable Housing Unit of which they are a tenant provided:

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

(b) any equivalent contractual right,

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

"Shared Ownership Housing" means any Affordable Housing Units disposed of under a Shared Ownership Lease in accordance with the relevant provisions of the Housing and Regeneration Act 2008 and marketed in accordance with guidance issued by Homes England from time to time;

"Shared Ownership Lease" means a lease the terms of which provide for ownership to be shared between the occupier and a landlord under which the occupier owns part of the equity in the leasehold title and pays a rental on the balance of the equity held in the leasehold interest permitting Staircasing up to 100%. Such initial ownership by the occupier (and subject to the right to Staircase up to 100%) shall:

- (a) initially not be less than 10% (ten per cent) or more than 75% (seventy five per cent) of the equity when measured against full Market Value of the relevant Affordable Housing Unit; and
- (b) provide that the annual rent on the unsold equity is initially set at no more than 2.75% or such other percentage as may be agreed by the Council (acting reasonably) of the value of the equity retained by the Registered Provider or such other rent as complies with the requirements from time to time of Homes England;
- (c) include the entitlement from time to time to Staircase upwards from the Initial Share Percentage towards a pre-determined maximum percentage (which shall be up to 100% (one hundred per cent) in respect of his or her share of the full Market Value of the Affordable Housing Unit);

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

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

"Social Rent" means a rent that meets all of the following conditions: (a) the rent is set in accordance with the government's rent policy for Social Rent; (b) the landlord is a Registered Provider; and (c) it includes provisions to remain at an affordable price for future eligible households, or for the subsidy to be recycled for alternative affordable housing provision;

"Social Rented Housing Units" any Affordable Housing Unit to be designed in accordance with the National Design Guide, Building for a Healthy Life

publication and to be constructed in accordance with the Nationally Described Space Standard guidance issued by the government and disposed of to a Registered Provider for letting at a Social Rent on periodic assured tenancies in accordance with the relevant provisions of the Housing and Regeneration Act 2008 or any replacement of the same and marketed in accordance with guidance issued by the Homes England (or any successor body) from time to time;

“Staircasing” means the exercise by the owner-occupier under a Shared Ownership Lease of the right to purchase additional equity shares up to 100% of the entire interest in the Shared Ownership Housing Unit after which the rent payable on any equity share retained by the Owner shall be reduced proportionally and **Staircase** shall be construed accordingly;

“Staircasing Receipts and Other Affordable Housing Receipts” any receipts received by the Owner following disposal arising from Right to Buy, Right to Acquire (or equivalent) or arising in respect of a Shared Ownership Lease as a result of Staircasing by the tenant.

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

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

“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 save for the reference to a Mortgagee in Clause 19 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 the Act, section 111 Local Government Act 1972, section 1 Localism Act 2011 and all other enabling legislation and is a planning obligation for the purposes of section 106 of the Act, with the intent that covenants hereinafter contained shall be enforceable by the Council acting under the powers contained in section 106 or such other enabling powers against the Owner.

3 Condition precedent

This Agreement is conditional upon the Commencement of Development save for the provisions of this clause and clauses 4, 5, 7, 9, 11, 14, 15, 17, 18, 22 and Paragraphs 1.1 of Schedule 2 which shall have immediate effect.

4 Condition subsequent

If the Planning Permission for the Development has not been implemented by the carrying out of a material operation in accordance with the provisions of sections 56, 91 and 93 of the Act or is revoked or modified in whole or in part (other than in approval of an application by or on behalf of the Owner or any of them) 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 consents to this Agreement and to its interest in the Site being bound by this Agreement and on behalf of itself and any person deriving title to any part of the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations on its part contained in this Agreement including those obligations set out in Schedules 2 and 3 and hereby agrees that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act.

6 The Council's covenants

The Council hereby covenants to observe and perform the obligations on its part in this Agreement including the obligation 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 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 the relevant timescales for the submission of representations and 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 and 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 save for this obligation shall not apply to the disposal of an individual Dwelling.

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 or the part of the Site in respect of which such breach has occurred 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 Council or Owner has a legal or equitable interest in the leasehold interest in the Site and the Owner hereby indemnifies the Council in respect of any loss that arises should there be any breach of this warranty.

10 **Council's consent or approval**

Where in this Agreement the consent, agreement or approval of the Council is required to be given by the Council, the Council confirms that such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council in relation to the exercise of its statutory functions. Any approval given by the Council under this Agreement or for the purposes of this Agreement shall not be deemed to be approval for any other purpose whatsoever.

11 **Local land charge**

This Agreement is a local land charge and shall be registered as such 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 (Rights of Third Parties) Act 1999**

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

14 **Communication**

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

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

14.1.2 to the Owner at its registered office address.

15 **Fees**

15.1 The Owner has paid to the Council its legal fees reasonably and properly incurred in preparation of this Agreement on or prior to the date hereof. 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 it by the terms of this Agreement or by statute or at common law;

15.2 The Owner has on or prior to the date hereof paid to the Council the Management Fee.

16 **Interest**

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

17 **Jurisdiction**

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

18 **Completion**

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

19 **Mortgagees**

Any Mortgagee or chargee with an interest in the Site from time to time will not incur any personal liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Site or any part of it in which case they will be liable as if they were a person deriving title from the Owner SAVE THAT for the avoidance of doubt any mortgagee or chargee that is a Chargee shall if the provisions contained in Paragraph 9 of Schedule Three take effect will need to comply with the Chargee's Duty.

20 **Agreements and declarations**

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

20.1 any owner, occupier, tenant or chargee of any individual Market Housing Unit or the successors in title of any such person or mortgagee or any person deriving title therefrom;

20.2 any Protected Tenant or their mortgagee or chargee or any successor in title to such Protected Tenant;

- 20.3 any statutory undertaker or other person who acquires any part of the Site or an interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services;
- 20.4 the relevant highway authority to whom any part of the Site is disposed of for the purposes of adoption of any roads and/or footpaths and/or cycle ways to be constructed on the Site.

21 **Council Powers**

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

22 **Restriction**

The Owner covenants with the Council:

- 22.1 that prior to or upon completion of this Agreement the Owner shall provide the Council with a letter of consent signed by the Owner in a form of wording provided by the Council and thereby authorising the Council to register a restriction in standard form L at the Land Registry in respect of the title comprising the Owner's interest in the Site in the following terms:

"No disposition by way of transfer or lease of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by Manchester City Council of Town Hall, Albert Square, Manchester, M60 2LA that the provisions of paragraph 2 of Schedule 2 and of Schedule 3 of a Section 106 Agreement dated _____ made between (1) The Council of the City of Manchester and (2) Miller Homes Limited have been complied with or that they do not apply to the disposition."

The Council will insert the date of completion of this Agreement into the section of the Form RX1 detailing the wording quoted above following that completion;

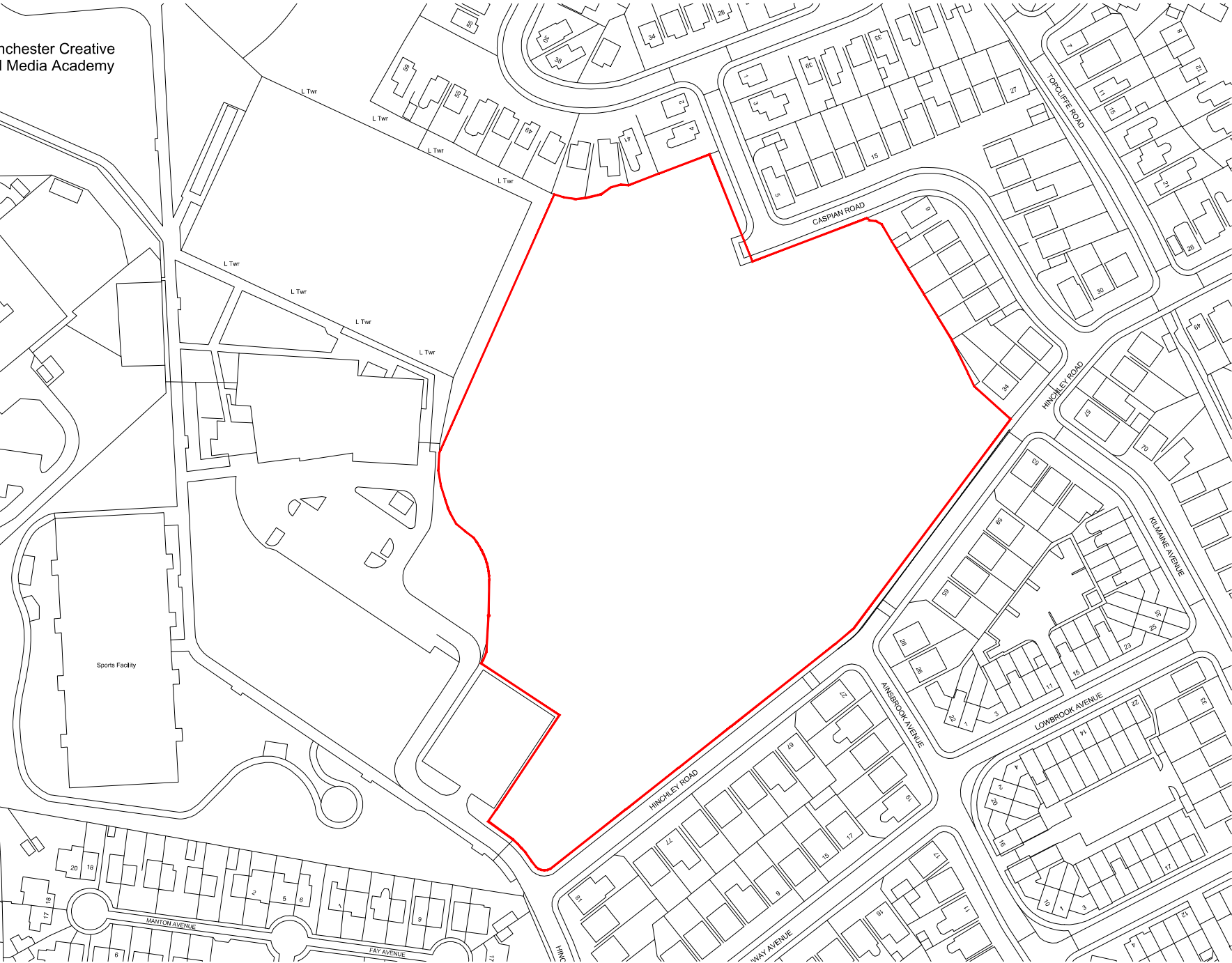
22.2 prior to or upon completion of this Agreement the Owner will provide the Council with a cheque to cover the cost of registering at the Land Registry the form RX1.

This Agreement has been executed as a deed by the parties and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

The Site

Land at Hinchley Road, Manchester, M9 7FG shown for the purposes of identification only edged red on the Plan.



1:500 0 5 10 15 25m

Rev.	Description	Drawn	Date

millerhomes
 Miller Homes Limited - North West Region
 103 Dalton Avenue
 Birchwood Park
 Warrington
 WA3 6YF
 Telephone 0870 336 4700
www.millerhomes.co.uk

Project Title
**HINCHEY ROAD,
CHARLESWOOD**

Drawing Title
SITE LAYOUT PLAN

Scale	Drawn By	Checked By	Authorised By
1:1250	AD	-	-
Job No.	Drawing No.	Revision	
***	HR-LOC-01	-	

Original Sheet Size A1 Do Not Scale From Title Drawing

Draft Decision Notice

Condition(s) to be attached to decision for approval

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:

Site Location Plan ref HR-LOC-01

Twin Garage Side Gable Sale Garage Dimensions ref: SD-SAL-GAR-02

Cycle Storage shed ref: SD-CYC-01

1800mm High Timber Pedestrian Gate plan ref: SD-GATE-01

1800mm Close boarded fence plan ref: SD-SF-10 rev.A

2200mm High Acoustic Fence plan ref: SD-SF-25

600mm High Railing plan ref: SD-SR-13

1800mm High Screen Wall plan ref: SD-SW-15

450mm High Screen Wall with 600 Railings & Brick Piers plan ref: SD-SW-16

Outdoor Lighting Report ref: SHA 2164 dated 21 May 2025

Lighting Equipment Schedule ref: SHD2164-SHD-HLG-HINC-SH-EOLighting Schedule-R0

Crime Impact Statement version B 31/03/25 ref: 2025/0072/CIS/01

Preliminary Ecological Appraisal ref: P2167.25 dated March 2025

Phase II Geoenviromental Site ref: Assessment ref:17-994-R1-1 January 25

Landscape Management Plan 120-DAC-RP-005 rev. P1

Statement of Community Involvement report ref: P24-1740-R005v1-PL-MAN-MS-KW

Open Space Statement ref: P24-1740_R003v3_PL_KW/PR dated March 2025

Blue and Green Infrastructure report ref: : P24-1740_R002v1_PL_KW/PR March 2025 version 1

Planning and Affordable Housing Statement ref: P24

174_R001v6_MAN_MS_KW_PR

Aboricultural Impact Assessment ref; Ref: P.2167.25 dated March 2025

Design and Access Statement ref: P24-1740_August 2025

Broadband Connectivity Assessment Report dated April 2025

Schematic drainage plan ref: 240062-EDGE-XX-XX-DR-C-10 01 P05

Received 30th May 2025

Section 38 Adoption plan ref: 110315-PEF-S38-LLO-DR-C-00001 rev.P02

Section 38 Proposed contours plan ref: 110315-PEF-S38-HML-DR-C-00001 rev.P02

Highway Long Sections plan ref: : 110315-PEF-S38-HLS-DR-C-00001 rev.P01

S104 Impermeable Areas plan ref: : 110315-PEF-S104-GEN-DR-D-00001 rev.P01

Landscape Masterplan ref: 120-DAC-PL-001 P6
Detailed Planting Plan: 1 of 3 ref: 120-DAC-PL-002 P5
Detailed Planting Plan: 2 of 3 ref: 120-DAC-PL-003 P5
Detailed Planting Plan: 3 of 3 ref: 120-DAC-PL-004 P5
Colour Site Layout ref: HR-CS-01 rev.C
Street Scenes plan ref: SS-01 rev.A

House Type A Crawford rev.A
House Type B Worthington
House Type B Worthington DA (Dual Aspect) Plot 92
House Type C Barton rev.A
House Type C Barton DA (Dual Aspect) plot 23 , 45 and 78 only
House Type D - Langton rev.A
House Type E - Kimpton

House Type F - Lever rev.A
House Type G - Harper rev.A
House Type H - Latchford M4(3) rev.A
Route of Build plan ref: ROB-01 rev.A
Phase 1 Preliminary Risk Assessment rev.A dated 27 March 2023
Energy Statement dated 30th July 2025 rev.B
BNG Metric Calculation Tool ref: P.2167.25A 5th March 2025
Biodiversity Impact Assessment ref: P2167.25 rev .A 30th July 2025
Flood Risk Assessment rev.P04 dated 15th August 2025
Waste Storage Proforma
Transport Assessment ref: 4721TA.02 July 2025
Proposed site access plan ref: 4721-F01 rev.B

Received 1st September 2025

Phase 2 Geo-Environmental Investigation report dated March 2024
Received 3rd September 2025

Synopsis of peat report ref: 17-994-L3 dated 3rd September 2025 received 15th September 2025

S104 General Arrangement plan ref: 110315-PEF-S104-HDG-DR-D-00001
Site Sections - Plan ref: 110315-PEF-XX-HEW-01-DR-00002
Site Sections - Sheet 1 plan ref: 110315-PEF-XX-HEW-01-DR-00003
Site Sections - Sheet 2 plan ref:110315-PEF-XX-HEW-01-DR-00004
Construction Environmental Management and Demolition Plan rev.C

Noise Impact Assessment ref: P25-018-R01v4 dated September 2025

Outdoor Lighting Report Lighting Calculation-R1 ref: SHD2164-SHD-HLG-HINC-CA-EO

Street Lighting Design SHD2164 rev.R1

Proposed Equipment Schedule ref: SHD2164-SHD-HLG-HINC-SH-EO-Lighting Schedule-R1

Received 29th September 2025

Street lighting design plan ref: SHD 2164 R1 Sheet 1 of 1

Received 10th October 2025

Site Layout Plan ref: HR-SL-01 rev. D

Cycle Storage Plan ref: HR-CSP-01 rev. B

Electric Vehicle Charging Plan ref: HR-EVC-01 rev. C

Waste Management Plan ref: HR-WMP-01 rev. B

Ecological Enhancements Plan ref: HR- EEP-01 Rev C

Parking Spaces Plan ref: HR-PSP-01 rev.B

Surface Materials Plan ref: HR-SMP-01 rev.B

Boundary Treatments Plan ref: HR-BTP-01 rev.B

Affordable Housing Plan ref; HR-AHP-01 rev.B

Adoptions & Management Plan ref: HR-AMP-01 rev.B

Facing Materials Plan ref: HR-FMP-01 rev.C

Building Heights Plan ref: HR-BHP-01 rev.B

Received 15th October 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 (2012).

3. Notwithstanding the content of the Construction Environmental Management and Demolition Plan rev.C, and prior to the commencement of the development, a detailed construction management plan outlining working practices during development shall be submitted to and approved in writing by the local planning authority, which for the avoidance of doubt should include;

- o Phasing and quantification / classification of vehicular activity.
- o Routeing of vehicles both within the site and on the adjacent highway - evidenced with appropriate swept-path assessment.
- o Consideration of ongoing construction works and contractor parking in the locality.
- o Details of the location and arrangements for contractor parking;
- o Identify measures to control dust and mud, including on the surrounding public highway including details of how the wheels of contractor's vehicles are to be cleaned during the construction period;
- o The details of an emergency telephone contact number for the site contractor to be displayed in a publicly accessible location;

- o A highway dilapidation survey including photographs and commentary on the condition of carriageway/footways on construction vehicle routes surrounding the site.
- o Identify measures to reduce noise emissions;

Development shall be carried out in accordance with the approved construction management plan.

Reason - To safeguard the amenities of nearby residents and highway safety pursuant to policies SP1, EN9, EN19 and DM1 of the Manchester Core Strategy (2012).

4. The development shall be carried out in accordance with the materials specified on plan ref: Facing Materials Plan ref: HR-FMP-01 rev. C received 15th October 2025.

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, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

5. Prior to above ground works, and notwithstanding plans specified in condition no.2, full detailed designs (including specifications) of all on site and off site highways works (including any Traffic Regulation Orders, and finalised design details of pedestrian routes alongside the unadopted sections of highway) and a delivery sequence, shall be submitted to and approved in writing by the City Council as local planning authority. The highway works shall be implemented in accordance with the approved details and approved delivery sequence, and all the agreed works shall be completed prior to the first dwelling unit being occupied.

Reason - In the interests of highway safety, pursuant to policy T1 of the Manchester Core Strategy (2012).

6. a) The car parking indicated on the approved plans for the dwellings, shall be surfaced, demarcated and made available for use prior to the associated dwellings (including apartments), hereby approved being occupied. The car parking shall then be available at all times whilst the dwellings (including apartments), are occupied.

b) Prior to the occupation of plot nos. 43 and 44 on Site Layout Plan ref: HR-SL-01 rev. D, the parking space to serve the occupiers of plot no.44 shall be managed/secured to prevent unauthorised use by other residents.

Reason - To ensure that there is adequate car parking for the development proposed when the building is occupied, pursuant to policies T2, SP1 and DM1 of the Manchester Core Strategy (2012).

7. The cycle storage arrangements shall be implemented in accordance with the details on Cycle Storage shed ref: SD-CYC-01 received 30th May 2025 in the locations on Cycle Storage Plan ref: HR-CSP-01 rev. B received 15th October 2025 and all the agreed works shall be completed prior to the proposed accommodation being brought into use, and be retained thereafter.

Reason - To ensure that adequate provision is made for bicycle parking so that persons occupying or visiting the development have a range of options in relation to mode of transport in order to comply with Policies SP1, T1, T2, EN6 and DM1 of the Manchester Core Strategy (2012) and the guidance provided within the National Planning Policy Framework and the Guide to Development in Manchester Supplementary Planning Document and Planning Guidance.

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

- i) the measures proposed to be taken to reduce dependency on the private car by those attending or employed in the development.
- ii) a commitment to surveying the travel patterns of staff during the first three months of use of the development and thereafter from time to time.
- iii) mechanisms for the implementation of the measures to reduce dependency on the private car.
- iv) measures for the delivery of specified travel plan services.
- v) measures to monitor and review the effectiveness of the Travel Plan in achieving the objective of reducing dependency on the private car.

b) Within six months of the first occupation of the development (or an alternative timescale to be agreed in writing with the Local Planning Authority), a revised Travel Plan, which takes into account the information about travel patterns gathered pursuant to item (ii) above, shall be submitted to and approved in writing by the City Council as local planning authority for the development. Any Travel Plan which has been approved by the City Council as local planning authority shall be implemented in full for the development at all times when the development hereby approved is in use.

Reason - To assist promoting the use of sustainable forms of travel to the development, pursuant to policies SP1, T2 and DM1 of the Manchester Core Strategy (2012) and the Guide to Development in Manchester SPD (2007).

9. a) Finalised specifications of the electric charging points shown on Electric Vehicle Charging Plan ref: HR-EVC-01 rev. B received 15th October 2025 shall be submitted to and approved in writing by the City Council as local planning authority prior to the first occupation of the residential development hereby approved.

b) Prior to occupation of the residential development any agreed mitigation measures shall be implemented and verified as such in writing by the City Council as

local planning authority and shall remain in situ whilst the use or development is in operation.

Reason - To secure a reduction in air pollution from traffic or other sources in order to protect existing and future residents from air pollution, pursuant to policies EN16, SP1 and DM1 of the Manchester Core Strategy (2012).

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

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

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

b) Before the development hereby approved commences, a report prepared outlining what measures, if any, are required to remediate the land (the Remediation Strategy) which shall be submitted to and approved in writing by the City Council as local planning authority.

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

Reason - To ensure that the presence of or the potential for any contaminated land and/or groundwater is detected, and appropriate remedial action is taken in the interests of public safety, pursuant to policies EN18, SP1 and DM1 of the Manchester Core Strategy (2012).

11. If, during development, contamination not previously identified is found to be present at the site then no further development (unless otherwise agreed in writing with the local planning authority) shall be carried out until a remediation strategy detailing how this contamination will be dealt with has been submitted to, and approved in writing by, the Local Planning Authority. This strategy will include the following components:

1. An additional ground investigation scheme to provide information for a detailed assessment of the risk to all receptors that may be affected, including those off-site
2. The results of the site investigation and the detailed risk assessment referred to in (1) and, based on these, an options appraisal and remediation strategy giving full details of the remediation measures required and how they are to be undertaken.
3. A verification plan providing details of the data that will be collected in order to demonstrate that the works set out in the remediation strategy in (2) are complete and identifying any requirements for longer-term monitoring of pollutant linkages, maintenance and arrangements for contingency action. The remediation strategy shall be implemented as approved.

Reason - To ensure that the development does not contribute to and is not put at unacceptable risk from or adversely affected by, unacceptable levels of water pollution from previously unidentified contamination sources at the development site, in accordance with the National Planning Policy Framework, and pursuant to policies EN18, SP1 and DM1 of the Manchester Core Strategy (2012).

12. Prior to the commencement of development, the submission of an Unexploded Ordnance mitigation strategy, and a report prepared outlining what measures, if any, are required to remediate the land shall be submitted to and approved in writing by the City Council as local planning authority. The development shall be carried out in accordance with the agreed details.

Reason - To ensure that the presence of or the potential for any Unexploded Ordnance is detected and appropriate remedial action is taken in the interests of public safety, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

13. a) Notwithstanding the content of Noise Impact Assessment ref: P25-018-R01v2 before the development commences a scheme for acoustically insulating the proposed residential accommodation against noise from surrounding roads, streets and the M60 Motorway, neighbouring sport pitches and school 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 and schools.

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.

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

Reason- To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance and to reduce the potential for overheating, pursuant to policies SP1, and DM1 of the Manchester Core Strategy (2012), and saved UDP policy DC26.

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

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

Reason - To minimise the impact of the development and to prevent a general increase in pre-existing background noise levels around the site, pursuant to policies SP1, and DM1 of the Manchester Core Strategy (2012), and saved UDP policy DC26.

15. a) The development shall be implemented in accordance with the details in the Waste Management Proforma received on 1st Sept 2025 in conjunction with the Waste Management Plan ref: HR-WMP-01 rev. B received 15th October 2025.

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

Reason - In the interests of amenity and public health, pursuant to policies SP1, EN19 and DM1 of the Manchester Core Strategy (2012).

16. The development shall only be carried out in accordance with sections 3.3, and 4 in the Crime Impact Statement version B 31/03/25 ref: 2025/0072/CIS/01 and the agreed measures shall be retained and maintained thereafter. The development hereby approved shall not be occupied or used until the Council as local planning authority has acknowledged in writing that it has received written confirmation of a secured by design accreditation for that the development.

Reason - To reduce the risk of crime pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and to reflect the guidance contained in the National Planning Policy Framework.

17. Notwithstanding the information on the Schematic drainage plan ref: S104 General Arrangement ref: 110315-PEF-S104-HDG-DR-D-00001' no development shall take place until surface water drainage works have been implemented in accordance with Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacements national standards and details that have been submitted to and approved in writing by the Local Planning Authority.

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution, pursuant to national policies within the NPPF and NPPG and policies EN08 and EN14 in the Manchester Core Strategy (2012).

18. No development hereby permitted shall be occupied until details of the implementation, maintenance and management of the sustainable drainage scheme have been submitted to and approved by the local planning authority. The scheme shall be implemented and thereafter managed and maintained in accordance with the approved details. Those details shall include:

- Verification report providing photographic evidence of construction as per design drawings, which shall include flow control and attenuation components;
- As built construction drawings if different from 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.

Reason - To manage flooding and pollution and to ensure that a managing body is in place for the sustainable drainage system and a maintenance mechanism for the lifetime of the development, pursuant to policies EN8, EN14, EN17 and DM1 of the Manchester Core Strategy (2012).

19.No site clearance works, including works to trees or shrubs, shall commence between 1 March and 31 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 that no bird nests are present has been submitted to and approved in writing by the City Council as local planning authority.

Reason - In order to provide protection to nesting birds, pursuant to policy EN15 of the Manchester Core Strategy (2012).

20. Prior to the commencement of development (including ground works and vegetation clearance), a reasonable avoidance measures method statement for hedgehog and other wildlife covering the site clearance and construction phases of the development shall be submitted to and approved by the local planning authority. The development shall be implemented in accordance with the approved measures.

Reason - to minimise the risk of accidental harm of a European Protected Species (Habitats Regulations 1994) , pursuant to policy EN15 of the Manchester Core Strategy (2012).

21.If no development commences within 12 months of the date of consent, a further survey of the site and locality for bat roosts and badger setts shall be undertaken and the findings shall be submitted to and approved by the local planning authority. The development shall be undertaken with any measures identified as being necessary following the outcome of the survey.

Reason - to minimise the risk of accidental harm of a European Protected Species (Habitats Regulations 1994), pursuant to policy EN15 of the Manchester Core Strategy (2012).

22. The development shall be implemented in accordance with the location and design of swift and bat bricks, together with arrangements for hedgehog gaps within the proposed boundary treatment as shown on plan ref:HR-EEP-01 rev.C, prior to the occupation of the buildings, and retained at all times thereafter.

Reason - To ensure that landscape and ecology management is adequately in place and to ensure the longevity of new planting in different areas of the site and to comply with policy EN15 of the Manchester Core Strategy (2012).

23. a) The landscaping scheme for the development shall be implemented in accordance with the details on the plans specified below:
Landscape Masterplan ref: 120-DAC-PL-001 P6

Detailed Planting Plan: 1 of 3 ref: 120-DAC-PL-002 P5

Detailed Planting Plan: 2 of 3 ref: 120-DAC-PL-003 P5

Detailed Planting Plan: 3 of 3 ref: 120-DAC-PL-004 P5

Received 1st September 2025

b) The landscaping scheme hereby approved shall be managed in accordance with the contents of the Landscape Management Plan 120-DAC-RP-005 rev. P1 received 30th May 2025 in the locations shown on plan ref: Adoptions & Management Plan ref: HR-AMP-01 rev.A received 1st September 2025.

c) The approved landscaping 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 in the development, another tree or shrub of the same species and size as that originally planted shall be planted at the same place within the development.

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 (2012).

24. a) The residential development shall be implemented in full accordance with the measures set out in Energy Statement dated 30th July 2025 rev.B

b) A post construction review certificate/statement shall be submitted for approval for the development, within a timescale that has been previously agreed in writing for the development, to the City Council as Local Planning Authority.

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 (2012) and the principles contained within The Guide to Development in Manchester SPD (2007) and the National Planning Policy Framework.

25. 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 Manchester Core Strategy (2012) and the guidance contained within the National Planning Policy Framework.

26. Notwithstanding the provisions of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking and reenacting that Order with or without modification) the dwellinghouses hereby approved shall be used only as private dwellings (which description shall not include serviced accommodation or similar uses where sleeping accommodation (with or without other services) is provided by way of trade for money or money's worth and occupied by the same person for less than ninety consecutive nights) and for no other purpose (including any other purpose in Class C3(a) of the Schedule to the Town and Country Planning (Use Classes) Order 1987 as amended by The Town and Country Planning (Use Classes) (Amendment) (England) Order 2010, or in any provision equivalent to that Class in any statutory instrument revoking and re-enacting that Order with or without modification) other than the purpose(s) of Class C3(a).

Reason - To safeguard the amenities of the neighbourhood by ensuring that other uses which could cause a loss of amenity such as serviced apartments/apart hotels do not commence without prior approval; to safeguard the character of the area, and to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Manchester Core Strategy (2012) and the guidance contained within the National Planning Policy Framework.

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

Reason - To safeguard the amenities of the occupiers of nearby residential accommodation, pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

28. 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 windows shall be inserted into the elevations of the dwellinghouses hereby approved other than those shown on the approved drawings specified in condition 2.

Reason - In the interests of residential amenity pursuant to policy SP1 and DM1 of the Manchester Core Strategy (2012).

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

Reason - In the interests of protecting residential amenity and visual amenity of the area in which the development is located pursuant to policies DM1 and SP1 of the Manchester Core Strategy (2012).

30. 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 garage shall be used for any purpose which would preclude its use for the parking of a motor vehicle and no development shall be undertaken that would preclude vehicular access to the garage.

Reason - The loss of garage parking space could result in an unacceptable increase in on-street parking and would thereby be detrimental to highway and pedestrian safety in order to comply with policies SP1, T1 and DM1 of the Manchester Core Strategy (2012).

31. The boundary treatment shall be implemented in accordance with the details on plan ref: Boundary Treatments plan ref: HR-BTP-01 rev.B received 15th October 2025, and 1800mm High Timber Pedestrian Gate plan ref: SD-GATE-01; 1800mm Close boarded fence plan ref: SD-SF-10 rev.A; 2200mm High Acoustic Fence plan ref: SD-SF-25; 600mm High Railing plan ref: SD-SR-13; 1800mm High Screen Wall plan ref: SD-SW-15; 450mm High Screen Wall with 600 Railings & Brick Piers plan ref: SD-SW-16, and be retained thereafter.

Reason - To ensure that the appearance of the development is acceptable to the City Council as local planning authority in the interests of the visual amenity of the area within which the site is located in order to comply with Policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012), and the guidance provided within the Guide to Development in Manchester Supplementary Planning Document and Planning Guidance.

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

Reason - The applicant has demonstrated a commitment to recruiting local labour pursuant to policies SP1, EC1 and DM1 of the Manchester Core Strategy (2012).

33. The landing window to the side gable of plot no.76 on Hinchley Road shall be obscurely glazed to a specification of no less than level 5 of the Pilkington Glass Scale or such other alternative equivalent and maintained in perpetuity.

Reason - In the interest of privacy and to protect the amenity and living conditions of adjacent properties and in accordance with policies EN1, SP1 and DM1 of the Manchester Core Strategy (2012).

34. The landing and /or bathroom windows to the side gables of the Harper, Kimpton and Worthington house types shall be obscurely glazed to a specification of no less than level 5 of the Pilkington Glass Scale or such other alternative equivalent and maintained in perpetuity.

Reason - In the interest of privacy and to protect the amenity and living conditions of adjacent properties and in accordance with policies EN1, SP1 and DM1 of the Manchester Core Strategy (2012).

35. Prior to the commencement of development, a 30 year Habitat Management and Monitoring Plan for the on-site biodiversity enhancements shall be submitted to and agreed in writing by the City Council as Local Planning Authority. The development shall be implemented and maintained in accordance with the agreed details and shall be retained thereafter.

Reason - In the interests of biodiversity net gain being achieved on site pursuant to policy EN15 of the Manchester Core Strategy, policies JP-G8 of Places for Everyone, National Planning Policy Framework (NPPF) and Schedule 7A of the Town and Country Planning Act 1990 (as amended).

36. Prior to the commencement of development, details related to sensitive construction methods to retain peat at the site in accordance with an agreed strategy and on-site habitat provision which makes best use of peat needing re-use shall be submitted to and agreed in writing by the City Council as Local Planning Authority. The development shall be implemented and maintained in accordance with the agreed details and shall be retained thereafter.

Reason - In the interests of biodiversity net gain being achieved on site pursuant to policy EN15 of the Manchester Core Strategy, policies JP-G8 of Places for Everyone, National Planning Policy Framework (NPPF) and Schedule 7A of the Town and Country Planning Act 1990 (as amended).

Informatives

1. Construction/demolition works shall be confined to the following hours:

Monday - Friday: 7.30am - 6pm

Saturday: 8.30am - 2pm

Sunday / Bank holidays: No work

2. Culvert

MCC records highlight that the underground Shooters Brook is located within close proximity to the site (approximately 125m to the west of the site) and the underground River Medlock is located within close proximity to the site (approximately 50m to the south-east of the site), while our records are frequently updated to ensure the highest level of accuracy, the records cannot guarantee 100% accuracy for all culverted assets. Therefore, we would request that the applicant informs the onsite contractor to remain observant and to take the appropriate safety precautions during excavation works. If any major unknown drainage assets are found beneath the site, then further investigation works should take place to identify the asset and MCC Lead Local Flood Authority (LLFA) should be contacted immediately. Any alterations to an ordinary watercourse will require consent from MCC LLFA under Land Drainage Act 1991. The developer can apply for land drainage consent (if required) via the following link:
<https://manchester.civicapayforms.co.uk/Sales/LaunchInternet.aspx?saleform=drainage>

3. The applicant is advised that any requirements for licensing, hoarding / scaffolding and any associated temporary traffic management arrangements will need discussion and agreement with the council's Highways Applications and Network Resilience teams via Contact Manchester (Tel. 0161 234 5004) Email - highwaylicences@manchester.gov.uk.

4. Whilst the works have been assessed as having negligible risk for bats, the applicant is reminded that under the Habitat Regulation it is an offence to disturb, harm or kill bats. If a bat and the signs of bats is found all work should cease immediately and a suitably licensed bat worker employed to assess how best to safeguard the bat(s). Natural England should also be informed

Schedule 2

The Owner's general covenants

The Owner hereby covenants with the Council as follows:

1 Notices

- 1.1 To notify the Council in writing at least 10 (ten) Working Days in advance of the anticipated date of Commencement of Development;
- 1.2 To notify the Council in writing within five Working Days of
 - 1.2.1 Commencement of Development;
 - 1.2.2 Completion of Construction;
 - 1.2.3 the date first Occupation has occurred;
- 1.3 To pay the Biodiversity Gain Land Monitoring Contribution to the Council on the Commencement of Development.
- 1.4 To comply with Clause 22 of this Agreement.

2 Unless the provisions of Paragraph 6 of Schedule 3 take effect not to transfer the part or parts of the Site upon which the Affordable Housing Units are located in accordance with the Affordable Housing Scheme (the "Affordable Housing Land") other than to a Registered Provider or if applicable Registered Providers and that it will not transfer any part or parts of its leasehold estate in the Site detailed in recital B that comprises the Affordable Housing Land or any part of the Affordable Land or allow it to merge with or be extinguished by the freehold title under which the Affordable Land is held unless and until the Registered Provider or if applicable Registered Providers to whom the Affordable Housing Land or part of the Affordable Land is being transferred prior to the transfer or merger with the freehold title or extinguishment of the Owner's leasehold interest has or if applicable each have executed and delivered to the Council a Freeholder Planning Agreement whereby the freehold title to the Affordable Housing Land being transferred to it or them, whichever is applicable, will become bound by the Planning Obligations contained in Schedule 3 on completion of the Freeholder Planning Agreement and will further procure that the Registered Provider or if applicable each Registered Provider will,

prior to the transfer or merger with the freehold title or extinguishment of the Owner's leasehold interest (or relevant part thereof) provide the Council with an irrevocable authority to complete the Freeholder Planning Agreement or if applicable each Freeholder Planning Agreement immediately following the transfer of the Owner's leasehold title and the Council's freehold interest to such Registered Provider or Registered Providers. For the avoidance of doubt each Freeholder Planning Agreement will not by way of limitation require the Registered Provider to authorise the Council to register a restriction that provides that no disposition by way of transfer or lease of the freehold by the Registered Provider is to be registered without a certificate signed by Manchester City Council confirming that the provisions of Schedule 3 of this Agreement have been complied with or that they do not apply to the disposition.

Schedule 3

Affordable Housing Schedule

The Owner hereby covenants with the Council as follows:

- 1 Prior to Commencement of Development to submit in writing to the Council for its written approval (such approval not to be unreasonably withheld or delayed) the Affordable Housing Scheme which is to detail, not by way of limitation, the following:

1.1 The tenure mix of the Affordable Housing provided that;

1.1.1(unless otherwise agreed by the Council in writing) twenty two (22) of the total number of Dwellings approved under the Planning Permission for the Development of the Site as a whole are to be Affordable Housing Units comprising eleven (11) Shared Ownership Housing Units four of which shall be two bedroom Dwellings and seven of which shall be three bedroomed Dwellings and eleven (11) Social Rented Housing Units that will all be two bedroomed Dwellings;

1.2 The arrangements to be put in place to ensure that the Affordable Housing Units are affordable for both initial and subsequent occupiers;

1.3 the occupancy criteria to be used for determining the identity of prospective and successive occupiers of the Affordable Housing Units and the means by which such occupancy shall be enforced, including details of how the Affordable Housing Scheme will comply with the Capital Funding Guide;

1.4 provide plans showing the locations of the Affordable Housing Units to be provided, such locations to ensure tenure blind design and full integration (“pepper-potted”) with the Market Housing Units;

1.5 the arrangements for putting in place a Nomination Agreement.

- 2 To construct the Affordable Housing and to notify the Council in writing at least 10 (ten) Working Days in advance of the anticipated date of the Completion of Construction.
- 3 Not to Commence Development until the Affordable Housing Scheme has been submitted to and approved in writing by the Council (such approval not to be unreasonably withheld or delayed).
- 4 To provide the Affordable Housing in accordance with the approved Affordable Housing Scheme.
- 5 Prior to Commencement of Development to make offers to sell the Affordable Housing Units to a minimum of 2 (two) Registered Providers, providing details of the Affordable Housing Scheme to the Registered Providers, such Registered Providers to be agreed by the Council by means of prior written approval from the Council.
- 6 In the event of the earlier of:
 - 6.1 all Registered Providers to whom offers in accordance with Paragraph 5 are made declining to accept the transfer of all or part of the Affordable Housing Units in accordance with the offer made to them; or
 - 6.2 Six (6) months expiring from the date of receipt of the detailed offer documentation by the Registered Providers without a binding acceptance of the offer having been made by any of them within that period; then in respect of the Affordable Housing Units not transferred to a Registered Provider the Owner shall pay to the Council

the Commuted Sum due in respect of any such Affordable Housing Units in the following instalments:

- 6.2.1 50% (fifty per cent) calculated on the date that 20% (twenty per cent) of the Dwellings are Occupied (the “First Calculation Date”) and paid to the Council within 20 (twenty) Working Days of that date;
- 6.2.2 50% (fifty per cent) calculated on the date that 75% (seventy five per cent) of the Dwellings are Occupied (the “Second Calculation Date”) and paid to the Council within 20 (twenty) Working Days of that date.
- 6.2.3 For the avoidance of doubt upon receipt of a Commuted Sum by the Council the Owner shall be released from the obligation to provide the Affordable Housing Units in respect of which the Commuted Sum has been paid.

7

- 7.1 Not to Occupy allow or permit to be Occupied more than 50% of the Market Housing Units until the first Affordable Housing Unit has been constructed in accordance with the Planning Permission and the Affordable Housing Scheme and made ready for Occupation and written notification of such has been given to the Council or, if applicable, if the provisions of paragraph 6 of this Schedule take effect in respect of any of the Affordable Housing Units, the Owner has paid to the Council within 20 (twenty) Working Days of the First Calculation Date the Commuted Sum due in respect of those Affordable Housing Units as set out in paragraph 6.2.1 above.
- 7.2 Not to Occupy allow or permit to be Occupied more than 75% of the Market Housing Units until all the Affordable Housing Units have been constructed in accordance with the Planning Permission and the Affordable Housing Scheme and made ready for residential occupation and written notification of such has been given to the Council or, if applicable, if the provisions of paragraph 6 of this Schedule take effect in respect of any of the Affordable Housing Units, the Owner has paid to the Council within 20 (twenty) Working Days of the Second Calculation Date the Commuted Sum due in respect of those Affordable Housing Units as set out in paragraph 6.2.2 above.

7.3 To notify the Council in writing at least 10 (ten) Working Days in advance of the anticipated date:

7.3.1 of Occupation of 50% (fifty per cent) of the Market Housing Units; and

7.3.2 of Occupation of 75% (seventy five per cent) of the Market Housing Units.

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

8.1 any Chargee provided that the Chargee shall have first complied with the Chargee's Duty and any person deriving title from the Chargee or any successor in title thereto and their respective mortgagees and charges; or

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

8.3 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and charges.

9 Chargee's Duty

The Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than one month's prior notice ("Chargee's Notice") in writing to the Council of its intention to dispose and:

9.1 in the event that the Council responds in writing within one month from receipt of the Chargee's Notice ("the Council's Notice") indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing and to satisfy the terms of the mortgage or charge then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to complete such transfer; or

- 9.2 if the Council does not serve its response to the Chargee's Notice within the one month period referred to above at Paragraph 9.1 of this Schedule then the Chargee shall be entitled to dispose of the Affordable Housing Units or any part thereof free from the restrictions set out in this Schedule which provisions shall determine absolutely; or
- 9.3 if the Council or any person nominated by the Council cannot within two months of receipt of the Council's Notice complete such transfer (so that for the avoidance of doubt there shall be a total of only 3 months from the Chargee's Notice to completion of such transfer) then provided the Chargee shall have complied with its obligations under Paragraph 9.1 the Chargee shall be entitled to dispose of the Affordable Housing Units or any part thereof free from the restrictions set out in this Schedule which provisions shall determine absolutely.
- 9.4 provided that at all times the rights and obligations in this paragraph 9 shall not require the Chargee to act contrary to its duties under the charge or mortgage and in particular (but without limitation) the Chargee shall not be obliged to transfer, let or otherwise dispose of the Affordable Housing Units or any part thereof for a consideration less than the full amount outstanding under the legal charge or mortgage, plus all interest, costs and expenses.
- 10 Unless required by the Regulator to do otherwise not to use any Staircasing and other Affordable Housing Receipts other than towards the provision of affordable housing within the Administrative Boundaries of Manchester.
- 11 To comply with the terms of the Nomination Agreement and if any Social Rented Housing Units are not Allocated or have been released or excepted from the Nomination Agreement requiring them to be Allocated to ensure that they are let as Social Rented Housing Units.

Schedule 4

The Council's covenants

The Council hereby covenants with the Owner as follows:

- 1 1.1 to use any Commuted Sum received towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose;

1.2 to use the Biodiversity Gain Land Monitoring Contribution solely towards the cost of monitoring compliance with the HMMP.
- 2 that the Council shall provide written details of any expenditure incurred by the Council using any Commuted Sum received within 20 Working Days of a written request to do so from the party/person who paid the Commuted Sum to the Council;
- 3 that on written request from the person that paid any Commuted Sum the Council shall repay to that person any balance of the Commuted Sum received (excluding any such sums in respect of which though not yet expended the Council has contractually committed to expend) which remains unexpended 10 (ten) years from the date of payment of any Commuted Sum or in the case of monies allocated to maintenance 10 (ten) years from such date or dates together with all interest accrued thereon;
- 4 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.

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

MILLER HOMES LIMITED

acting by one director in the presence of a witness:

Director:

Witness sign:

Witness name:

Witness address:

Appendix

Freeholder Planning Agreement

DATED _____ 20

THE COUNCIL OF THE CITY OF MANCHESTER

- and –

(to be inserted)

**Agreement pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at Hinchley Road, Manchester, M9**

City Solicitor
P O Box 532
Town Hall
Albert Square
Manchester M60 2LA
L/BH/PLA001/84197

THIS DEED is made the

day of

20

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”);
- (2) **(to be inserted)** (incorporated in England with company number (to be inserted)) whose registered office is at Unit 5 Royal Mills, Redhill Street, Manchester, M4 5BA (the “**Owner**”).

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Affordable Housing Land (as defined herein) and is the authority by whom the obligations hereby created are enforceable. The Affordable Housing Units (as herein defined) have been constructed on the Affordable Housing Land which is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B On (date to be inserted) the Council transferred to the Owner the freehold title of the Affordable Housing Land to the Owner.
- C The Owner has agreed to enter into this Agreement and hereby acknowledges that its interest in the Affordable Housing Land upon attaining registered legal title to the Affordable Housing Land will be bound by the planning obligations in favour of the Council created pursuant to section 106 of the Act by this Agreement and that it will observe and perform the covenants herein contained.
- D The Council has recognised the difficulty faced by lower income groups in buying homes within the Administrative Boundary of Manchester and the planning purpose of this Agreement is to increase the provision of affordable housing within the Administrative Boundaries of Manchester. The Owner has agreed to make provision for Affordable Housing in the manner hereinafter appearing.
- E In accordance with the Affordable Housing Scheme (number of units to be inserted) Affordable Housing Units have been constructed on the Affordable Housing Land. The Affordable Housing Land is located on part of the Site (as defined herein).

AGREED TERMS

DEFINITIONS AND INTERPRETATION

1 Definitions and interpretations

1.1 In this Agreement the following terms have the following meanings unless inconsistent with the context:

“Act” means the Town and Country Planning Act 1990 as amended;

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

“Affordable Housing” means affordable housing as defined in Policy H8 of the Core Strategy and in annex 2 of the NPPF that will be available to persons who cannot afford to rent or buy housing generally available on the open market;

“Affordable Housing Land” the part or parts of the Site shown edged red on the plan appended hereto marked “Affordable Housing Land” on which the Affordable Housing Units are located;

“Affordable Housing Requirement” means 22 of the Dwellings within the Development to be constructed as Affordable Housing in accordance with the Affordable Housing Scheme unless otherwise agreed in writing by the Council;

“Affordable Housing Scheme” a written scheme for the provision of 22 (twenty two) Dwellings as Affordable Housing that has been submitted to the Council and approved in writing by the Council and is in accordance with paragraph 1 in Schedule 2 and Policy H8 of the Core Strategy and Policy JP-H2 of Places for Everyone;

“Affordable Housing Units” means those (insert relevant number) Dwellings constructed on the Affordable Housing Land which in accordance with the provisions contained in Schedule 2 consist of Social Rented Housing Units or Shared Ownership Housing Units and which are designated as Affordable Housing in accordance with the Affordable Housing Scheme approved by the Council and which have been constructed according to at least the quality and design standards of the Regulator and designed,

constructed and completed to at least the same standard as the Market Housing Units and “Affordable Housing Unit” shall be construed accordingly;

Agreement shall mean this agreement;

“Allocated” shall mean allocated to a tenant nominated by the Council under the terms of a Nomination Agreement;

“Application” means the application for planning permission to which the Council gave the reference 143085/FO/2025

“Building for a Healthy Life” means the design tool titled ‘Building for a Healthy Life’ published in June 2020 by Homes England (as the same may from time to time be updated or replaced with an equivalent design tool);

“Capital Funding Guide” means the guide issued by Homes England detailing Homes England’s requirements for Shared Ownership Housing published on 4 November 2016 and most recently updated on 10 November 2025 (as the same may from time to time be updated or replaced with an equivalent guide);

“Chargee” any mortgagee or chargee of the Registered Provider, or any receiver or manager (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (howsoever appointed) including a housing administrator;

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

“Development” means the development undertaken on the Site pursuant to the Planning Permission and substantially comprising the erection of 106 (one hundred and six) Dwellings (C3 Use Class) with associated access, landscaping, parking and other works;

“Director” means the Council’s Director of Planning, Building Control and Licensing;

“Dwelling” means 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” means a professional expert in town planning, who is a Chartered Member of the Royal Town Planning Institute with a minimum of ten years post qualification experience;

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

“Initial Share Percentage” the amount of the initial percentage of a Shared Ownership Lease that is purchased by a Shared Ownership leaseholder on completion of a Shared Ownership Lease;

“Market Housing Units” any Dwelling which is not an Affordable Housing Unit and “Market Housing Unit” shall be construed accordingly;

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

“Mortgagee” means any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority (or any replacement of those bodies) to provide facilities to a person to enable that person to acquire a Dwelling including all such regulated entities which provide Shari’ah compliant finance for the purpose of acquiring a Dwelling;

“Nationally Described Space Standard” means the standard published by the Department for Communities and Local Government in March 2015 and amended on 19 May 2016 (as the same may from time to time be updated or replaced with an equivalent standard). The standard deals with internal space within new dwellings and is suitable for application across all tenures;

“National Design Guide” means the planning practice guide titled the ‘National Design Guide’ published by the Ministry of Housing, Communities & Local Government on 1 October 2019 and last updated on 30 January 2021 (as the same may from time to time be updated or replaced with an equivalent guide);

“Nomination Agreement” shall mean an agreement entered into by a Registered Provider with the Council detailing the right granted by the Registered Provider to the Council to nominate people as tenants of the Social Rented Housing Units in accordance with the provisions of the Nomination Agreement;

“NPPF” means the National Planning Policy Framework (**NPPF**) issued on 12 December 2024 (as may be updated or replaced with an equivalent policy from time to time) being the framework setting out the Government's planning policies for England and how these are expected to be applied as may be amended or any replacement of the same;

“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” means the plan attached to this Agreement at Schedule 1;

“Planning Permission” means the full planning permission granted pursuant to the Application as may be amended by any non-material amendment;

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

“Protected Tenant” means any tenant who:

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

- (b) has exercised any statutory Right to Buy (or any equivalent contractual right) in respect of a particular Affordable Housing Unit;
- (c) has exercised any voluntary right to buy or right to acquire in respect of a particular Affordable Housing Unit;
- (d) has entered into a Shared Ownership Lease with a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the tenant has subsequently purchased from the Registered Provider all the remaining equity so that the tenant owns the entire Affordable Housing Unit;

"Registered Provider" or RP means either a registered social landlord as defined in the Part 1 Housing Act 1996 who is registered with the Regulator pursuant to section 3 Housing Act 1996 and has not been removed from that register pursuant to section 4 Housing Act 1996 or a provider of social housing as defined in section 80 Housing and Regeneration Act 2008 who is registered with the Affordable Housing Regulator pursuant to section 111 Housing and Regeneration Act 2008 and has not been removed from the register;

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

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

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

“Right to Buy” the right of a tenant to buy the Affordable Housing Unit of which they are a tenant provided:

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

(b) any equivalent contractual right,

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

“Shared Ownership Housing” means any Affordable Housing Units disposed of under a Shared Ownership Lease in accordance with the relevant provisions of the Housing and Regeneration Act 2008 and marketed in accordance with guidance issued by Homes England from time to time;

“Shared Ownership Lease” means a lease the terms of which provide for ownership to be shared between the occupier and a landlord under which the occupier owns part of the equity in the leasehold title and pays a rental on the balance of the equity held in the leasehold interest permitting Staircasing up to 100%. Such initial ownership by the occupier (and subject to the right to Staircase up to 100%) shall:

(a) initially not be less than 10% (ten per cent) or more than 75% (seventy five per cent) of the equity when measured against full Market Value of the relevant Affordable Housing Unit; and

- (b) provide that the annual rent on the unsold equity is initially set at no more than 2.75% or such other percentage as may be agreed by the Council (acting reasonably) of the value of the equity retained by the Registered Provider or such other rent as complies with the requirements from time to time of Homes England;
- (c) include the entitlement from time to time to Staircase upwards from the Initial Share Percentage towards a pre-determined maximum percentage (which shall be up to 100% (one hundred per cent) in respect of his or her share of the full Market Value of the Affordable Housing Unit);

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

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

Social Rent: means a rent that meets all of the following conditions: (a) the rent is set in accordance with the government's rent policy for Social Rent; (b) the landlord is a Registered Provider; and (c) it includes provisions to remain at an affordable price for future eligible households, or for the subsidy to be recycled for alternative affordable housing provision;

"Social Rented Housing Units" any Affordable Housing Unit to be designed in accordance with the National Design Guide, Building for a Healthy Life publication and to be constructed in accordance with the Nationally Described Space Standard guidance issued by the government and disposed of to a Registered Provider for letting at a Social Rent on periodic assured tenancies in accordance with the relevant provisions of the Housing and Regeneration Act 2008 or any replacement of the same and marketed in accordance with guidance issued by the Homes England (or any successor body) from time to time;

"Staircasing" means the exercise by the owner-occupier under a Shared Ownership Lease of the right to purchase additional equity shares up to

100% of the entire interest in the Shared Ownership Housing Unit after which the rent payable on any equity share retained by the Owner shall be reduced proportionally and **Staircase** shall be construed accordingly;

“Staircasing Receipts and Other Affordable Housing Receipts” any receipts received by the Owner following disposal arising from Right to Buy, Right to Acquire (or equivalent) or arising in respect of a Shared Ownership Lease as a result of Staircasing by the tenant.

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

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

“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 6 references to the Affordable Housing Land include any part of it.
- 1.6 References to any party in this Agreement save for the reference to a Mortgagee in Clause 15 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 the Act, section 111 Local Government Act 1972, section 1 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 The Owner's covenants

- 3.1 The Owner consents to this Agreement and to its interest in the Affordable Housing Land being bound by this Agreement and on behalf of itself and any person deriving title to any part of the Affordable Housing Land from the Owner hereafter hereby covenants with the Council so as to bind the Affordable Housing Land to fully observe and perform the obligations on its part contained in this Agreement including those obligations set out in Schedule 2 and hereby agrees that the Affordable Housing Land 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.

- 3.2 The Owner will as soon as reasonably practicable following the transfer of the Affordable Housing Land to the Owner apply to register its title to the Affordable Housing Land and shall use all reasonable endeavours to deal with any Land Registry requisitions in relation to its application for registration in order to enable it to be registered with legal title at the Land Registry.
- 3.3 The Owner covenants not to withdraw its application for registration of its legal title to the Affordable Housing Land.
- 3.4 The Owner will supply the Council with a copy of the completion of registration documentation within 5 Working Days of its receipt from the Land Registry.

4 Dispute resolution

- 4.1 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.
- 4.2 If the Council and the Owner are unable to agree on the appointment of an Expert within 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.
- 4.3 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.

- 4.4 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 the relevant timescales for the submission of representations and what manner all the costs of the referral shall be paid.

5 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.

6 Change in ownership and liability

- 6.1 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 Affordable Housing Land 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 Affordable Housing Land) the area of the Affordable Housing Land or unit of occupation purchased by reference to a plan save for this obligation shall not apply to the disposal of an individual Dwelling.

- 6.2 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 Affordable Housing Land or the part of the Affordable Housing Land in respect of which such breach has occurred 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 Affordable Housing Land.

- 6.3 The Owner warrants that no person other than the Owner has a legal or equitable interest in the Affordable Housing Land and the Owner hereby indemnifies the Council in respect of any loss that arises should there be any breach of this warranty.

7 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 in relation to the exercise of its statutory functions. Any approval given by the Council under this Agreement or for the purposes of this Agreement shall not be deemed to be approval for any other purpose whatsoever.

8 Local land charge

This Agreement is a local land charge and shall be registered as such by the Council.

9 The Contracts (Rights of Third Parties) Act 1999

Save as provided in respect of the successors in title to the Affordable Housing Land 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.

10 Communication

- 10.1 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:

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

10.1.2 to the Owner at its registered office address.

11 Fees

The Owner has paid to the Council its legal fees reasonably and properly incurred in preparation of this Agreement on or prior to the date hereof. 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 it by the terms of this Agreement or by statute or at common law;

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 Jurisdiction

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

14 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.

15 Mortgagees

Any Mortgagee or chargee with an interest in the Affordable Housing Land from time to time will not incur any personal liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Affordable Housing Land or any part of it in which case they will be liable as if they were a person deriving title from the

Owner SAVE THAT for the avoidance of doubt any mortgagee or chargee that is a Chargee if the provisions contained in Paragraph 4 of Schedule 2 take effect will need to comply with the Chargee's Duty.

16 Agreements and declarations

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

- 16.1 any owner, occupier, tenant or chargee of any individual Market Housing Unit or the successors in title of any such person or mortgagee or any person deriving title therefrom;
- 16.2 any Protected Tenant or their mortgagee or chargee or any successor in title to such Protected Tenant;
- 16.3 any statutory undertaker or other person who acquires any part of the Affordable Housing Land or an interest in it for the purposes of the supply of electricity, gas, water, drainage, telecommunication services or public transport services;
- 16.4 the relevant highway authority to whom any part of the Affordable Housing Land is disposed of for the purposes of adoption of any roads and/or footpaths and/or cycle ways to be constructed on the Affordable Housing Land.

17 Council Powers

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

18 **Restriction**

The Owner covenants with the Council:

- 18.1 that prior to or upon completion of this Agreement the Owner shall provide the Council with a completed form RX1 (or of any replacement form) signed by the Owner authorising the Council to register a restriction in standard form L at the Land Registry in respect of the title comprising its interest in the Affordable Housing Land in the following terms:

“No disposition by way of transfer or lease of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by Manchester City Council of Town Hall, Albert Square, Manchester, M60 2LA that the provisions of Schedule 2 of a Section 106 Agreement dated _____ made between (1) The Council of the City of Manchester and (2) (details of the Owner to be inserted) have been complied with or that they do not apply to the disposition.”

The Council will insert the date of completion of this Agreement into the section of the Form RX1 detailing the wording quoted above following that completion;

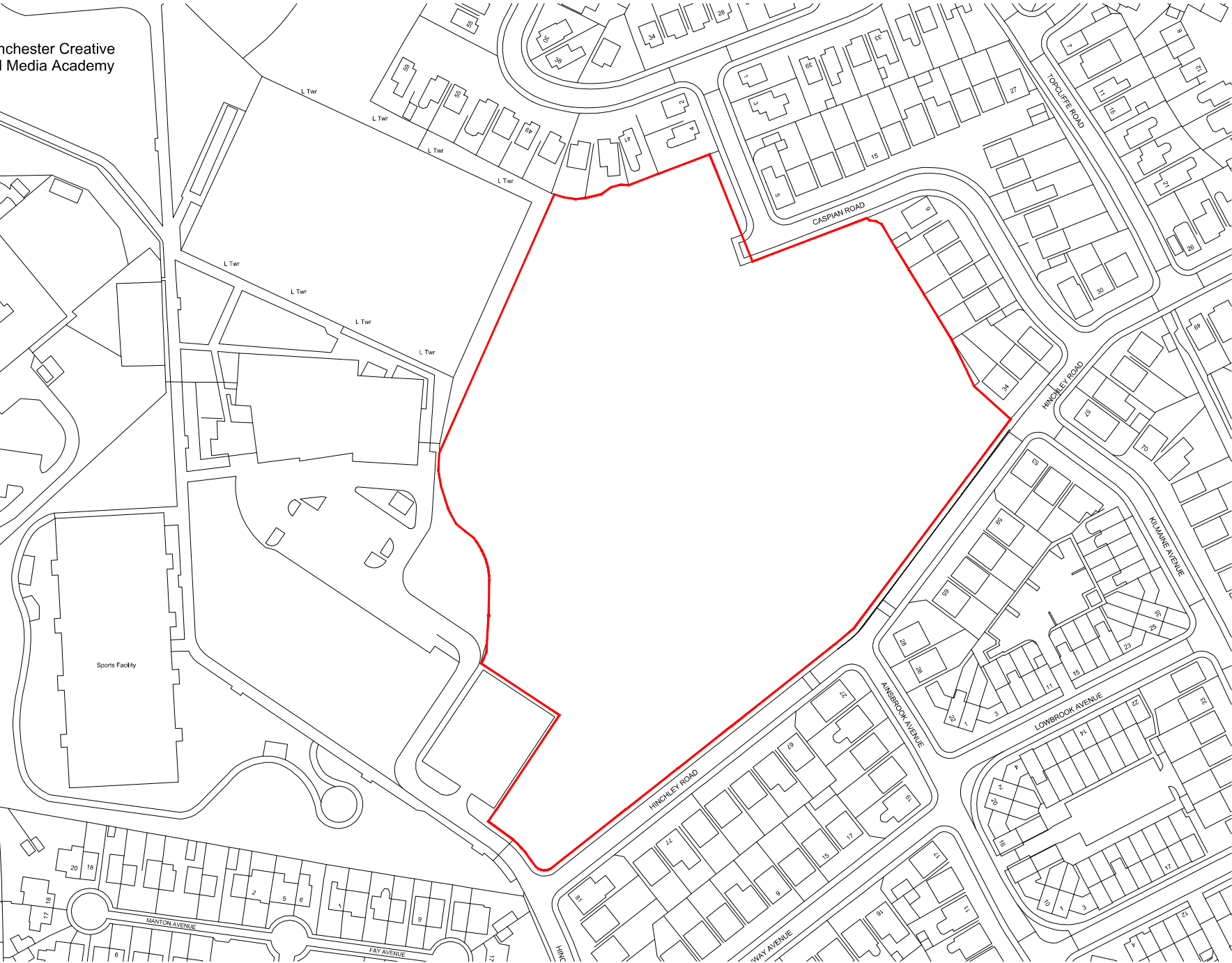
- 18.2 prior to or upon completion of this Agreement the Owner will provide the Council with a cheque to cover the cost of registering at the Land Registry the form RX1.

This Agreement has been executed as a deed by the parties and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

The Site

Land at Hinchley Road, Manchester, M9 7FG shown for the purposes of identification only edged red on the Plan.



1:500 0 5 10 15 25m

Rev.	Description	Drawn	Date


 Miller Homes Limited - North West Region
 103 Dalton Avenue
 Birchwood Park
 Warrington
 WA3 6YF
 Telephone 0870 336 4700
www.millerhomes.co.uk

Project Title
**HINCHEY ROAD,
 CHARLESWOOD**

Drawing Title
SITE LAYOUT PLAN

Scale	Drawn By	Checked By	Authorised By
1:1250	AD	-	-
Job No.	Drawing No.	Revision	
***	HR-LOC-01	-	

Original Sheet Size A1 Do Not Scale From This Drawing

Schedule 2

Affordable Housing Schedule

The Owner hereby covenants with the Council as follows:

- 1 To comply with the Affordable Housing Scheme which detailed, not by way of limitation, the following:
 - 1.1 The tenure mix of the Affordable Housing and provided that;
 - 1.1.1(unless otherwise agreed by the Council in writing) twenty two (22) of the total number of Dwellings approved under the Planning Permission for the Development of the Site as a whole are to be Affordable Housing Units comprising eleven (11) Shared Ownership Housing Units four of which shall be two bedroom Dwellings and seven of which shall be three bedroomed Dwellings and eleven (11) Social Rented Housing Units that will all be two bedroomed Dwellings;
 - 1.2 The arrangements to be put in place to ensure that the Affordable Housing Units are affordable for both initial and subsequent occupiers;
 - 1.3 the occupancy criteria to be used for determining the identity of prospective and successive occupiers of the Affordable Housing Units and the means by which such occupancy shall be enforced, including details of how the Affordable Housing Scheme will comply with the Capital Funding Guide;
 - 1.4 provided plans showing the locations of the Affordable Housing Units to be provided, such locations to ensure tenure blind design and full integration (“pepper-potted”) with the Market Housing Units;
 - 1.5 the arrangements for putting in place a Nomination Agreement.
- 2 To provide the Affordable Housing in accordance with the approved Affordable Housing Scheme.
- 3 Not to use the Affordable Housing Units other than for Affordable Housing save that this obligation shall not be binding on:

- 3.1 any Chargee provided that the Chargee shall have first complied with the Chargee's Duty and any person deriving title from the Chargee or any successor in title thereto and their respective mortgagees and chargees; or
- 3.2 any purchaser from a mortgagee of an individual Affordable Housing Unit pursuant to any default by the individual mortgagor and any person deriving title from that purchaser or any successor in title thereto and their respective mortgagees and charges; or
- 3.3 any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and their respective mortgagees and charges.

4 Chargee's Duty

The Chargee shall prior to seeking to dispose of the Affordable Housing Units pursuant to any default under the terms of its mortgage or charge give not less than one month's prior notice ("Chargee's Notice") in writing to the Council of its intention to dispose and:

- 4.1 in the event that the Council responds in writing within one month from receipt of the Chargee's Notice ("the Council's Notice") indicating that arrangements for the transfer of the Affordable Housing Units can be made in such a way as to safeguard them as Affordable Housing and to satisfy the terms of the mortgage or charge then the Chargee shall co-operate with such arrangements and use its reasonable endeavours to complete such transfer; or
- 4.2 if the Council does not serve its response to the Chargee's Notice within the one month period referred to above at Paragraph 4.1 of this Schedule then the Chargee shall be entitled to dispose of the Affordable Housing Units or any part thereof free from the restrictions set out in this Schedule which provisions shall determine absolutely; or
- 4.3 if the Council or any person nominated by the Council cannot within two months of receipt of the Council's Notice complete such transfer

(so that for the avoidance of doubt there shall be a total of only 3 months from the Chargee's Notice to completion of such transfer) then provided the Chargee shall have complied with its obligations under Paragraph 4.1 the Chargee shall be entitled to dispose of the Affordable Housing Units or any part thereof free from the restrictions set out in this Schedule which provisions shall determine absolutely.

4.4 provided that at all times the rights and obligations in this paragraph 4 shall not require the Chargee to act contrary to its duties under the charge or mortgage and in particular (but without limitation) the Chargee shall not be obliged to transfer, let or otherwise dispose of the Affordable Housing Units or any part thereof for a consideration less than the full amount outstanding under the legal charge or mortgage, plus all interest, costs and expenses.

- 4 Unless required by the Regulator to do otherwise not to use any Staircasing and other Affordable Housing Receipts other than towards the provision of affordable housing within the Administrative Boundaries of Manchester.
- 5 To comply with the terms of the Nomination Agreement and if any Social Rented Housing Units are not Allocated or have been released or excepted from the Nomination Agreement requiring them to be Allocated to ensure that they are let as Social Rented Housing Units.

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 **TBC**

acting by a director

DIRECTOR

Signature:

Name: (in block capitals)

IN THE PRESENCE OF

Signature:

Name (in block capitals)

Address

.....

Occupation

Appendix

**Plan marked “Affordable Housing Plan” showing edged red the Affordable
Housing Land**