

DATED

2026

THE COUNCIL OF THE CITY OF MANCHESTER

– and –

MPH ANCOATS LTD

– and –

QUANTUM DEVELOPMENT FINANCE LTD

DEED OF VARIATION

relating to Section 106 Agreement dated 7 May
2021 relating to Land at 267-275 Oldham Road in
the City of Manchester and made pursuant to
Section 106 of the Town and Country Planning Act
1990 (as amended)

THIS DEED is made the

day of

2026

BETWEEN

1. **THE COUNCIL OF THE CITY OF MANCHESTER** of PO Box 532, Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”);
2. **MPH ANCOATS LTD** (incorporated in England with company number 10901539) whose registered office is at Hilton House, 26-28 Hilton Street, Manchester, M1 2EH (the “**Owner**”);
3. **QUANTUM DEVELOPMENT FINANCE LTD** (incorporated in England with company number 14936274) whose registered office is at 13 Dirty Lane, London, SE1 9PA (the “**Chargee**”).

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Development will be carried out on the Site.
- B The Owner is the freehold owner of the Site registered at the Land Registry with title absolute under title numbers GM135732, GM470546, GM135731 and GM153161 and together with but subject to all matters contained or referred to in the title register thereunder.
- C The Chargee has an interest in the Site by virtue of the Legal Charge.
- D On 7 May 2021 the Owner along with the Council entered into the Original Agreement. The Original Agreement was entered into pursuant to the Original Application and the Original Planning Permission was granted.
- E On 17 September 2025 the Owner submitted the Section 73 Application under S.73 of the Act to the Council for the variation of conditions 2 (Specified Plans), 18 (Landscaping), 20 (Noise), and 29 (off site highways) attached to the Original Planning Permission;
- F The Council has resolved to grant the Section 73 Permission subject to the prior completion of this Deed.
- G The parties hereto have agreed to vary the terms of the Original Agreement in the manner set out herein.

1. DEFINITIONS AND INTERPRETATIONS

1.1. All words and phrases defined in the Original Agreement shall have the same meaning in this Deed unless explicitly stated otherwise.

1.2. For the purposes of this Deed the following expressions shall have the following meanings:

“Deed” means this deed of variation entered into to vary the Original Agreement;

“Section 73 Application” means the planning application submitted under Section 73 of the Act to the Council on 17 September 2025 and given reference 144011/JO/2025 for the variation of conditions 2 (Specified Plans), 18 (Landscaping), 20 (Noise), and 29 (off site highways) attached to the Original Planning Permission;

“Section 73 Permission” means the planning permission to be granted pursuant to the Section 73 Application;

“Original Agreement” means the agreement dated 7 May 2021 and made between the Council of the City of Manchester (1), MPH Ancoats Ltd (2), Adam Assets Limited (3) Maimunah Maqbool (4) Adia Amjad, Mohammed Ashraf and Rafia Ashraf (5) and Handelsbanken Plc (6), dated 7 May 2021 (Appendix 1)

“Original Application” means the planning application submitted by the Owner to the Council and given reference 127971/FO/2020 for the erection of a 6-storey building to form 90 residential apartments (Use Class C3a) following demolition of existing structures with associated access, car parking, amenity space, landscaping and other associated works at 271 Oldham Road Manchester M40 7PS;

“Original Planning Permission” means the planning permission dated 7 May 2021 and granted pursuant to the Original Application;

2. OPERATIVE PROVISIONS

2.1. The parties to this Deed agree that the Original Agreement shall be varied as set out in clause 4 of this Deed.

- 2.2. Save as varied by this Deed the Original Agreement shall remain in full force and effect.
- 2.3. If any provisions of this Deed shall be held to be invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be in any way deemed thereby to be affected or impaired.
- 2.4. This Deed is a local land charge and shall be registered as such.
- 2.5. The provisions of this Deed shall take effect upon the grant of the Section 73 Permission.

3. STATUTORY BASIS

- 3.1. This Deed is made pursuant to the provisions of section 106 and section 106A of the Act and the covenants contained in this Deed are planning obligations for the purposes of those sections.
- 3.2. Insofar as any of the covenants contained in this Deed are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in section 111 of the Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.

4. VARIATION TO THE ORIGINAL AGREEMENT

4.1 Insert the following new definitions and make the following amendments to Clause 1.1 of the Original Agreement:

4.1.1 **“Legal Charge”** means the charge dated 26th March 2024 registered under title number GM135731;

4.1.2 **“Original Application”** means the planning application submitted by the Owner to the Council and given reference 127971/FO/2020 for the erection of a 6-storey building to form 90 residential apartments (Use Class C3a) following demolition of existing structures with associated access, car parking, amenity space, landscaping and other associated works at 271 Oldham Road Manchester M40 7PS;

4.1.3 **“Original Planning Permission”** means the planning permission dated 7 May 2021 and granted pursuant to the Original Application.

4.1.4 **“Planning Application”** means either the “Original Application” or the “Section 73 Application”

4.1.5 **“Section 73 Consents”** means any planning permission granted by the Council in pursuance of an application made by the Owner in relation to the Site under section 73 of the Act;

4.1.6 **“Section 73 Application”** means the planning application submitted under Section 73 of the Act to the Council on 17 September 2025 and given reference 144011/JO/2025 for the variation of conditions 2 (Specified Plans), 18 (Landscaping), 20 (Noise), and 29 (off site highways) attached to the Planning Permission”;

4.1.7 **“Section 73 Permission”** means the planning permission to be granted pursuant to the Application submitted under Section 73 of the Act;

4.1.8 **“Street Tree Contribution”** means the sum of THIRTY-TWO THOUSAND POUNDS (£32,000) Index Linked payable to the Council towards the planting, establishment and maintenance of street trees in the vicinity of the Site.

4.2 The following definitions included in Clause 1.1 of the Original Agreement shall be amended as follows:

4.2.1 **“Development”** means the development undertaken on the Site pursuant to the Planning Permission as specified in either the Original Application or the Section 73 Application and **“Developed”** shall be construed accordingly;

4.2.2 **“Owner”** means the freehold owner of the Site registered at the Land Registry with title absolute under title numbers GM135732, GM470546, GM135731 and GM153161;

4.2.3 **“Planning Permission”** means either the “Original Planning Permission” or the “Section 73 Permission”

4.3 The definition for **“Application”** shall be deleted from the Original Agreement.

4.4 A new Clause 20 shall be added to the Original Agreement:

“Unless otherwise agreed in writing between the parties to this Agreement, if Section 73 Consents are granted by the Council then, with effect from the date that each such Section 73 Consents is (are) granted:

20.1 the obligations in this Agreement shall (in addition to continuing to bind the Site in respect of the Planning Permission) relate to and bind all subsequent Section 73 Consents and the Site itself without any further act by the parties; and

20.2 the definitions of Development, Planning Application and Planning Permission in this Deed shall be construed to include references to any

applications under Section 73 of the 1990 Act, the Section 73 Consents granted pursuant to any such application and the development permitted by such Section 73 Consent; and

20.3 in the event that a new planning permission is granted by the Council pursuant to section 73 of the 1990 Act in respect of the Planning Permission the obligations in this Deed shall relate to and continue to bind the Development carried out pursuant to any such subsequent planning permission and the definitions of Planning Application, Planning Permission and Development shall be construed as including reference to the application for and the grant of any such planning permission and development without the need to enter into a further deed of variation or new agreement pursuant to section 106 of the 1990 Act unless the Council in determining the application made pursuant to section 73 of the 1990 Act requires a separate deed under section 106 of the 1990 Act to secure relevant planning obligations relating to the new planning permission.

PROVIDED THAT:

20.4 Nothing in this clause 20 shall fetter the discretion of the Council in determining any application(s) under section 73 of the 1990 Act, and in particular nothing shall prevent the Council from requiring a deed of variation to this Agreement and/or a separate planning obligation pursuant to section 106 of the 1990 Act as a pre-condition of the grant of any Section 73 Consent(s)

20.5 to the extent that any of the obligations in this Agreement have already been discharged at the date that any Section 73 Consent(s) are granted they shall remain discharged for the purposes of the application of the obligations in this Agreement to the Section 73 Consent(s)."

4.5 In Schedule 2, a new paragraph 4 is inserted as follows:

"4. Street Tree Contribution

4.1 To pay to the Council the Street Tree Contribution on completion of this Deed"

4.6 Replace Schedule 3 by a new Schedule 3:

"Schedule 3 - The Council's Covenants

The Council hereby covenants with the Owner as follows;

1. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed;
2. To use the Street Tree Contribution towards the planting, establishment and maintenance of Street Trees in the vicinity of the Site;

3. In the event that any part of the Viability Payment or the Street Tree Contribution has not been spent by the Council within 10 years of the date on which it was paid the Council shall on the written request of the Owner repay to the party/person which made the payment such unspent balance (excluding any such sums in respect of which though not yet expended by the Council has contractually committed to expend) together with interest on that balance calculated from the date of payment to the Council to the date of repayment;
4. The Council shall provide written details of any expenditure incurred by the Council using the Viability Payment or the Street Tree Contribution within twenty (20) Working Days of a written request to do so from the party/person who paid the Viability Payment or the Street Tree Contribution to the Council;
5. To issue the Planning Permission within 2 Working Days of the date hereof. “

5. COUNCIL'S COSTS

The Owner covenants to pay the Council on the date of this Deed such reasonable and proper sum as is notified in respect of the Council's legal and administrative costs in connection with the negotiation and completion of this Deed.

6.CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Deed and no person other than the parties to this Deed (and any successors in title assigns or statutory successor bodies) shall have any rights under or be able to enforce the provisions of this Deed.

7. WARRANTY AS TO TITLE

The Owner warrants to the Council that save as noted on the registers of title numbers GM135731, GM470546, GM135732 and GM153161 as at 14 November 2025, no other person has any interest in the Site as at the date hereof.

8. JURISDICTION

This Deed is governed by and interpreted in accordance with the laws of England.

9. NOTICES

Any notice or document served on or sent pursuant to this Deed shall either be delivered personally or sent by recorded delivery service or any replacement of the same

9.1 to the Council addressed to the City Solicitor at the Council's address first above written; and

9.2 to the Owner at their last known address.

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

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 **MPH ANCOATS LTD**

acting by, a director in the
presence of:

.....

Director

Witness signature

Name (Capitals)

Address

Occupation

Executed as a Deed by **QUANTUM DEVELOPMENT FINANCE LTD**

acting by, a director in the
presence of:

.....

Director

Witness signature

Name (Capitals)

Address

Occupation