

DATED 23rd JULY 2026

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

DOWNTOWN MANCHESTER PROPCO LIMITED

- and -

HERITAGE SQUARE LIMITED

- and -

GREATER MANCHESTER COMBINED AUTHORITY

AGREEMENT

pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at 87 Rochdale Road, Manchester

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

L/STW/PLA001/84235

THIS AGREEMENT is made the 23rd day of JULY

2026

BETWEEN:

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the "**Council**");
- (2) **DOWNTOWN MANCHESTER PROPCO LIMITED** (incorporated in England and Wales with company number 14881706) whose registered office is at 1 St. Georges Court, Altrincham Business Park, Altrincham, United Kingdom, WS14 5UA (the "**Owner**")
- (3) **HERITAGE SQUARE LIMITED** (incorporated in England and Wales with company number 08364250) whose registered office is at Highdown House, Yeoman Way, Worthing, West Sussex, United Kingdom, BN99 3HH (the "**First Mortgagee**")
- (4) **GREATER MANCHESTER COMBINED AUTHORITY** of Churchgate House, 56 Oxford Street, Manchester, M1 6EU, England (the "**Second Mortgagee**")

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B The Owner is the freehold owner of the Site registered at the Land Registry with title absolute under title numbers GM16795 and LA61430 together with but subject to all matters contained or referred to in the title registers thereunder. The Owner is the leasehold owner of parts of the Site registered at the Land Registry with title absolute under title number LA246011 and title good leasehold under title number GM16796 together with but subject to all matters contained or referred to in the title registers thereunder.
- C The First Mortgagee is interested in the Site by virtue of the Legal Charges dated 5 July 2023 and 4 August 2023 registered against title numbers GM16795, GM16796, LA61430 and LA246011 (the "Heritage Legal Charges")
- D The Second Mortgagee is interested in the Site by virtue of the Legal Charge dated 19 July 2024 registered against title numbers GM16795, GM16796, LA61430 and LA246011 (the "GMCA Legal Charge")
- E The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application. The Council is minded to grant planning permission to carry out the Development as defined herein in accordance with the Application but having considered Policies PA1 and H8 of the Core Strategy and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.

- F The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.
- G The First Development included the planting of two trees within the Rochdale Road footpath. Following consultation with utility providers, it was established that the planting of such trees in the approved locations in the Site is not feasible due to the presence of an existing large-diameter gas main, approximately 100 years old, beneath the Rochdale Road footpath. In lieu of planting the two trees referred to above, the Owner has offered to pay the Contribution to the Council, and the Council has agreed to accept the same.
- H The Council has recognised the difficulty faced by lower income groups in buying homes within the Administrative Boundary of Manchester and the planning purpose of this Agreement is primarily to increase the provision of Affordable Housing within the Administrative Boundaries of Manchester. The Owners has agreed to make provision for Affordable Housing in the manner hereinafter appearing. The Council has determined that the Development in order to comply with the Core Strategy should provide a payment of five million nine hundred and fifty-nine thousand six hundred and thirty-nine pounds (£5,959,639) towards the provision of Affordable Housing within the Administrative boundaries of Manchester (the "**Maximum Contribution**") However, the Owners have stated that there are viability issues affecting the development of the Site and has submitted to the Council documentation in support of this contention The Council has accepted that at the date of this Agreement payment of any financial contribution would render the Development unviable The Owners have agreed to enter into the planning obligations contained herein requiring them to submit the **Viability Appraisal** and pay any **Viability Payment** found to be due in accordance with the provisions contained in this Agreement. In addition, through the payment of the Contribution this Agreement will improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations.
- I The Council is satisfied that the obligations in this Agreement are;
- (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations);
 - (b) directly related to the Development; and
 - (c) fairly and reasonably related in scale and kind to the Development.

AGREED TERMS

DEFINITIONS AND INTERPRETATION

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

"**Act**" the Town and Country Planning Act 1990 (as amended);

"Administrative Boundaries of Manchester" all the wards that together comprise the city of Manchester;

"Affordable Housing" shall have the same meaning given to it in policy H8 of the Core Strategy and in the NPPF Annex 2 Glossary as may be amended or any replacement of the same;

"Agreement" shall mean this agreement;

"Application" the application for planning permission to which the Council gave the reference 145591/JO/2026;

"Calculation Date" shall be upon the Completion of Construction of seventy-five per cent (75%) of the Dwellings;

"Chartered Surveyor" a professional expert who is a chartered member of the Royal Institution of Chartered Surveyors with a minimum of ten (10) years post-qualification experience;

"Commencement of Development" the date upon which the Development shall begin by the carrying out of a Material Operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of the agreement be deemed not to be Material Operations and **"Commence"**, **"Commencement"** and **"Commenced"** shall be construed accordingly;

"Completion of Construction" the date upon which a valid certificate of completion shall have been issued in respect of the relevant number of Dwellings for the purposes of the Building Act 1984 and the Building Regulations 2010 or any amendment or replacement of the same and **"Completed"** and **"Completion"** shall be construed accordingly;

"Contribution" the sum of £16,000 (sixteen thousand pounds) to mitigate the loss of two trees towards the cost of environmental improvements within the City Centre to include for example replacement trees;

"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;

"Costs" means the costs to be taken into account for the purpose of the Viability Appraisal as defined in paragraph 013 (reference: 10-013-20240214) of the section of the NPPG headed "Viability" as the same may be amended or any replacement thereof. In addition, the Council will accept in the calculation of Costs:

1. the actual costs Reasonably and Properly Incurred in relation to the Development prior to and up until the time of submission of the Viability Appraisal; and

2. the estimated costs that remain to be Reasonably and Properly Incurred in completing the Development and such details shall be included in the Viability Appraisal, provided always in the case of points (1) and (2) of this definition that any such actual or estimated costs are amongst those detailed or referred to in paragraph 014 of the NPPG section headed "Viability" (as may be amended or any replacement of the same);

"Development" the development undertaken on the Site pursuant to the Planning Permission being the variation to the development permitted by the First Planning Permission consisting of the variation of conditions 2 and 15 attached to the First Planning Permission to allow an amended landscaping scheme to be introduced upon occupation of the Development and to introduce a new condition requiring the original landscaping to be completed in the event of a future phase of development not coming forward within agreed timescales as specified in the Application and "Developed" shall be construed accordingly;

"Disposal" means:

- (a) a transfer by sale; or
- (b) the grant of a Long Lease;

by the Owner of a Dwelling and **"Disposed"**, **"Disposed Of"**, **"Dispose"** and **"Disposals"** shall be construed accordingly;

"Dwelling" a unit of residential accommodation to be constructed on the Site as part of the Development pursuant to the Planning Permission and **"Dwellings"** shall be construed accordingly.

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

"First Development" shall mean the development of the Site pursuant to the First Planning Permission and substantially comprising the erection of a part 11, part 13 storey building to form residential apartments (Use Class C3a) together with the erection of two blocks of 3 storey duplexes (Use Class C3a) to form 237 residential homes in total with associated commercial floor (Use Class E) (132 sqm), basement car parking, landscaping and public realm, and associated engineering and infrastructure works following demolition of existing buildings and structures;

"First Planning Agreement" shall mean the planning agreement relating to the Site dated 18 February 2022 and made between the Council (1) Peter Read Investments Limited (2) and Portwood Developments Limited (3) pursuant to the First Planning Permission;

"First Planning Permission" shall mean full permission under the Act for the First Development granted under the reference 131708/FO/2021 on 18 February 2022 as amended by non material amendments approved under the references 136574/NMC/2023, 139259/NMC/2024 and 145275/NMC/2026;

"Forward Funding Arrangement" a commitment to provide funding to assist the development of the project going forward with the sole aim of facilitating either a single sale of the whole or part of the Development, but not necessarily a commitment to purchase the Development, or the retention of the whole or part of the Development by the Developers on Completion of Construction as a Private Rental Sector (PRS) Investment For the avoidance of doubt funding not provided for the purposes outlined in the previous sentence of this definition but provided, for example, for the purpose of covering the construction costs of any dwelling that is to be sold to an individual purchaser will not be classed as a Forward Funding Arrangement;

"Forward Sale" the committed sale and purchase of the whole or part of the completed Development on agreed terms at a future date as evidenced by binding legal documents which are unconditional as to the sale of the whole or part of the completed Development and the requirement to undertake the construction of the Development and which detail (without limitation) payments made on completion of the sale of the whole or part of the completed Development and during the

"GDC" means Gross development cost as defined in Appendix F of the RICS guidance note 1st edition entitled "Financial viability in planning" and assigned reference GN 94/2012 or any replacement, update or amendment of the same. In addition the Council will accept in the calculation of GDC the actual costs incurred in the Development up to the time of preparation of the Viability Appraisal and such details shall be included in the Viability Appraisal provided always that any such actual costs are allowed for in the said Appendix F of the RICS guidance note.

"GDV" means Gross development value as defined in Appendix F of the RICS guidance note 1st edition entitled "Financial viability in planning" and assigned reference GN 94/2012 or any replacement, update or amendment of the same together with the value of any grant funding/public subsidy received in respect of the Development. In addition the Council will accept in the calculation of GDV the actual sale prices achieved at the development up to the time of preparation of the Viability Appraisal and detailed therein.

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

"Index Linked" adjusted on an annual basis or pro rata per diem from the date of this Agreement to the relevant date of payment in accordance with the Retail Price Index and **"Index Linking"** shall be construed accordingly;

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

"Legal Charges" means together the Heritage Legal Charges and the GMCA Legal Charge and "Legal Charge" shall mean any of them;

"Local Plan" includes the Core Strategy adopted by Manchester City Council on 11 July 2012, the extant Unitary Development Plan policies and all other relevant strategic planning documents adopted by Manchester City Council;

"Long Lease" means a lease of a Dwelling for not less than ninety-five (95) years granted at a premium without reservation of a rack rental;

"Management Fee" shall mean 15% of the planning application fee which equates to £300.00 (three hundred pounds) for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein;

"Material Operation" means material operation comprised in the Development as defined by Section 56(2) and (4) of the Act and "Material Operations" shall be construed accordingly;

"Maximum Contribution" the sum of £5,959,639.00 (five million nine hundred and fifty-nine thousand six hundred and thirty-nine pounds) Index Linked towards the provision of Affordable Housing in the City of Manchester;

"Method of Disposal" means whether the units are being sold on an Open Market Sales basis or subject to a Pre-Sale;

"Mortgagees" shall mean together the First Mortgagee and the Second Mortgagee and "Mortgagee" shall be construed accordingly;

"NPPF" the National Planning Policy Framework issued in December 2024 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;

"NPPG" the National Planning Practice Guidance which provides context on the Government's planning policies as set out in the NPPF as may be amended or any replacement of the same;

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

"Open Market Sales" means the marketing and sale of individual Dwellings within the Development disposed of at Open Market Value;

"Open Market Value" means the market value as defined in the IVS definition of market value set out in paragraph 30 on pages 18 to 20 of the section headed "IVS 104 Bases of Value" in Part 6 of the RICS publication titled "RICS Valuation - Global Standards 2017" and issued in June 2017 or any replacement, update or amendment of the same from time to time;

"Plan" the plan attached to the Agreement;

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

"Planning Permission" the planning permission granted pursuant to the Application in or substantially in the form as detailed in Schedule 2 and as may be amended by any non-material amendment granted by the Council pursuant to s96A of the Act

"Pre-Sale" means a Forward Sale or Forward Funding Arrangement or Private Rental Sector Forward Funding Arrangement of the whole or part of the completed Development prior to the Calculation Date;

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

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

"Profit Level" means:

- (a) in the case of a Pre Sale when the Gross Margin is equivalent to 15% of the GDV and in all other cases when the Gross Margin is equivalent to 20% of the GDV;

"Regulations" the Community Infrastructure Levy Regulations 2010;

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

"RICS" the Royal Institution of Chartered Surveyors;

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

"Viability Appraisal" a written appraisal in the form set out in Schedule 5 to assess the Gross Margin in relation to the residential aspect of the Development required to be provided on the Calculation Date in accordance with the provisions of Schedule 3 of this Agreement. Further guidance on the format to follow can be found in the first edition of the Guidance Note published in August 2012 by the Royal Institution of Chartered Surveyors titled "Financial Viability in Planning" or any amendment, update or replacement of the same;

"Viability Assessment Fee" the sum of £10,000.00 (ten thousand pounds) plus VAT to cover the cost of the Council's review of the Viability Appraisal in order to determine whether and the extent to which the Development can support a requirement to provide the Viability Payment.

"Viability Payment" a payment required to be made by the Owner to the Council if the Viability Appraisal shows that the Profit Level as assessed will be achieved and will be the amount by which the Gross Margin exceeds the Profit Level PROVIDED THAT the Viability Payment shall not exceed the Maximum Contribution. The Viability Payment will be payable in accordance with the timescales set out in Schedule 3 hereto;

“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 Save in respect of Clauses 20.1 and 20.3 references to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act and any successor local highway authority exercising powers under the Highways Act 1980.

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

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

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

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

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

2 PLANNING OBLIGATION

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

3 CONDITION PRECEDENT

This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of this Clause and Clauses 3, 9, 11, 15, 17, 18, 19 and Schedule 3 1.4 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 the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.

5 THE OWNER'S COVENANTS

The Owner on behalf of 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 Schedule 3 and hereby agree that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act.

6 THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner to observe and perform the obligations on its part in this Agreement including those obligations set out in the Schedule 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 or in relation to the Viability Appraisal to a Chartered Surveyor to be appointed by agreement between the Council and the Owner.

7.2 If the Council and the Owner are unable to agree on the appointment of an Expert or Chartered Surveyor within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert or Chartered Surveyor, then an Expert or Chartered Surveyor shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute or the Royal Institution of Chartered Surveyors as applicable.

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

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

8 WAIVER

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

9 CHANGE IN OWNERSHIP & LIABILITY

9.1 The 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 provided that this clause shall not apply to the Disposal of a Dwelling or Commercial Unit or a Disposal to a statutory undertaker for the purpose of their statutory undertaking.

9.2 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site.

9.3 The obligations contained in this Agreement shall not be binding on:

9.3.1 Any tenant, owner, occupier, mortgagee, and/or chargee of an individual Dwelling and their successors in title;

9.3.2 Any tenant, owner, occupier, mortgagee, and/or chargee of a Commercial Unit and their successors in title; and

9.3.3 Any statutory undertaker who acquires any part of the Site for the purpose of its statutory undertaking.

10 COUNCIL'S CONSENT OR APPROVAL

Where in this Agreement the consent, agreement or approval of the Council is required to be given by the Council, the Council confirms that such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council.

11 LOCAL LAND CHARGE ENTRY

11.1 This Agreement is a Local Land Charge and shall be registered as such by the Council.

11.2 The Council will upon receipt of a written request of the Owner or their successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereof and thereafter cancel all related entries in the register of local land charges.

11.3 The costs of registration and cancellation pursuant to clauses 11.2 above shall be met by the Owner if requested by the Council.

12 NON-PROHIBITION ON DEVELOPMENT

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission and the listed building consents) granted (whether or not on appeal) after the date of this Agreement.

13 THE CONTRACTS ACT

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

14 COMMUNICATION

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

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

14.1.2 to the Owner and Mortgagees at their registered office addresses;

15 FEES

15.1 The Owner shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this Agreement capped at £5,000;

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

15.3 A management fee has been paid to the Council pursuant to covenants contained in the First Planning Agreement. In consideration of the management fee received pursuant to the First Planning Agreement and the agreement of the Owner set out in the following sentence the Council agrees to accept the payment of the management fee referred to above in lieu of the Management Fee. The Owner agrees that the Council may apply the management fee received for the purpose of the management and monitoring of the planning obligations contained in this Agreement or the First Planning Agreement;

15.4 When submitting a Viability Appraisal the Owner shall pay to the Council the related Viability Assessment Fee within 10 Working Days of his receipt from the Council of an invoice detailing the amount.

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. WARRANTY AS TO TITLE

The Owner hereby warrants to the Council that the title details recited in this Agreement are complete and accurate in every respect and no other person other than the Mortgagees has an interest in the Site and hereby indemnifies the Council in respect of any loss that arises should there be any breach of this warranty.

18. JURISDICTION

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

19. COMPLETION

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

20. MORTGAGEE

20.1 The Mortgagees consent to this Agreement being entered into with the intention that their interests in the Site in the form of the Legal Charges will be bound by the terms of this Agreement as if this Agreement had been executed and registered as a local land charge before the execution of the Legal Charge.

20.2 Notwithstanding clause 20.1, a Mortgagee will not incur any liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Site or any part of it.

20.3 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.

21. THIS AGREEMENT and the FIRST PLANNING AGREEMENT

21.1 If the obligations contained in this Agreement including the Planning Obligations contained herein are complied with in accordance with the provisions of this Agreement then the Council will accept that compliance in satisfaction of the obligations including the planning obligations contained in the First Planning Agreement;

21.2 The Council and the Owner acknowledge and agree that as at the date of this Agreement there are no subsisting breaches of the First Planning Agreement

21.3 Any obligation performed or discharged by the Owner under this Agreement shall be deemed to constitute performance and discharge of any corresponding obligation under the First Planning Agreement (and vice versa) and the Council shall not require duplicate performance of any such obligation under the First Planning Agreement.

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

SCHEDULE 1

The Site

Land at 87 Rochdale Road, Manchester and shown for the purposes of identification only edged red on the Plan.



Site Application Boundary

St. Madelon

Project Name: 32 Brimble Road
 Site: 111250 B&A1
 Date: 26/08/21
 Drawn By: JMA-MP-KD-F-A-001000
 Scale: 1:500
 Project: Planning
 Issue: 1
 Date: 26/08/21
 Issued For: Planning

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SCHEDULE 2

Draft Planning Permission



DRAFT

Town & Country Planning Act 1990 (as amended)

Planning Permission

Part 1 – Particulars of the application/development

Proposal:

Variation of Planning Permission 131708/FO/2021 Conditions 2 and 15 to allow an amended landscaping scheme to be introduced upon occupation of the development and introduce a new condition requiring the original landscaping to be completed in the event of a future phase of development not coming forward within agreed timescales.

Location:

87 Rochdale Road Manchester M4 4HY

Application reference:

145591/JO/2026

Applicant:

Mr JP Singleton McGoff Group Projects Ltd

Date of application:

22 April 2026

Part 2 – Particulars of decision

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

Article 35 Declaration

Officers have worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with the planning application. The proposal is considered to be acceptable and therefore determined within a timely manner.

Condition(s) attached to this decision

- 1) The development must be begun not later than the 18 February 2025.

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:

JMA-MP-12-P-A-022212, 136-JMA-MP-13-P-A-022213 and 136-JMA-MP-LG-P-A-022199 stamped as received by the City Council, as Local Planning Authority 20 September 2021.

136-JMA-MP-XX-P-A-001005 Rev A and 136-JMA-MP-XX-P-A-022200 Rev A stamped as received by the City Council, as Local Planning Authority 6 November 2021

136-JMA-B1-00-E-A-104200 Rev B, 136-JMA-B2-00-E-A-104202 Rev B, 136-JMA-B2-10-E-A-104201 Rev C, 136-JMA-MP-AA-S-A-052200 Rev A, 136-JMA-MP-E-E-A-042201 Rev B, 136-JMA-MP-N-E-A-042202 Rev B, 136-JMA-MP-N-E-A-042205 Rev B, 136-JMA-MP-S-E-A-042200 Rev C, 136-JMA-MP-S-E-A-042204 Rev B and 136-JMA-MP-W-E-A-042203 Rev B stamped as received by the City Council, as Local Planning Authority 3 December 2021

23C002-PLA-XX-XX-DR-L-0002 D4 C07; 23C002-PLA-XX-XX-DR-L-1001 D4 C05; 23C002-PLA-XX-XX-DR-L-1002 D4 C04; 23C002-PLA-XX-XX-DR-L-2000 D4 C05; 23C002-PLA-XX-XX-DR-L 3000 D4 C03 received by the City Council, as Local Planning Authority, on the 31 March 2026

Supporting Information

Affordable Housing Assessment (WSP), Air Quality Impact Assessment (Miller Goodall); Archaeology and Heritage Desk Based Assessment (Salford University); Architectural Drawings including architectural drawings register (Jon Matthews

Architects); Bat Survey (E3P); Blue and Green Infrastructure Statement (Planit-IE); Broadband Connectivity Assessment (Gtech Surveys), Construction Management Plan (Portwood Developments), Crime Impact Assessment (GMP); Daylight and Sunlight Assessment (Grey Scanlan Hill); Design and Access Statement including residential standards (Jon Matthews Architects with Planit-IE); Energy Strategy (Ridge) - in lieu of validation checklist requirement 'environmental standards'; Fire Statement (Design Fire Consultants); Flood Risk Assessment and Drainage Strategy Report (Ridge); Heritage Statement (University of Salford), Lighting Layout (Ridge), Local Labour Agreement (WSP); Management Strategy (Portwood Developments Limited); Noise Assessment (DBX Acoustics); Phase 1 Geo-technical Assessment (E3P); Planning Statement (WSP); Statement of Community Involvement (WSP); Tall Buildings Assessment (WSP); Townscape and Visual Impact Assessment (Planit-IE); Transport Assessment and Travel Plan (SK Transport), TV, Reception Assessment (Gtech Surveys); Viability Appraisal (Savills) and Wind Assessment (Architectural Aero) stamped as received by the City Council, as Local Planning Authority 20 September 2021.

Reason - In order to protect wildlife from works that may impact on their habitats pursuant to policy EN15 of the Manchester Core Strategy (2012).

- 5) (a) The drainage scheme shall be carried out in accordance with the Drainage documentation received by the City Council, as Local Planning Authority, on the 9 February 2023 - Drawing C5 23 C002-WSL-SI-ZZ-DR-D-92001-P03 and UU confirmation received on the 17 March 2023 (as approved CDN/23/0085).

(b) The development shall then be constructed in accordance with the approved details, within an agreed timescale.

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution pursuant to policies SP1, EN14 and DM1 of the Manchester Core Strategy (2012).

- 6) The development shall be carried out in accordance with the Written scheme of investigation received by the City Council, as Local Planning Authority, on the 12 December 2022 (as approved under CDN/22/0893) and Archaeological Building Record and Archaeological Trail Trenching received by the City Council, as Local Planning Authority, on the 9 March 2023 (as approved CDN/23/0165) and - Building Recording, Archaeological Evaluation and Watching Brief Report no. 4054 November 2023 received by the City Council, as Local Planning Authority, on the 17 November 2023 (as approved under CDN/23/0790).

Reason- To record and advance understanding of heritage assets impacted on by the development and to make information about the heritage interest publicly accessible pursuant to policy EN3 of the Manchester Core Strategy (2012), saved policy DC20 of the Unitary Development Plan for the City of Manchester (1995) and NPPF.

-
- 7) a) The development shall be carried out in accordance with the Controlled Waters Assessment, Technical Note dated April 2023 prepared by Waterman Infrastructure & Environment Limited, and a - Remediation Strategy dated April 2023 by Waterman Infrastructure & Environment Limited Both received by the City Council, as Local Planning Authority, on the 15 May 2023 - Email from the Watermann Group dated the 22 June 2023 including Gas Membrane - Email from the MGoff Group dated 12 July 2023 (as approved under CDN/23/0306)

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

The 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 (July 2012).

- 9) The materials for the development shall be carried out in accordance with Material schedule received by the City Council, as Local Planning Authority, on the 25 September 2023 - Mock up panel and specification received by the City Council, as Local Planning Authority, on the 22 February 2022 (as approved by CDN/23/0641).

The approved materials shall then be implemented as part of the development.

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

- 10) The window reveals, soffits and vents for the development shall be carried out in accordance with drawings 136-JMA-B1-00-E-A-104200 B, 136-JMA-B2-00-E-A-104202 B and 136-JMA-B2-10-E-A-104201 C stamped as received by the City Council, as Local Planning Authority, on the 3 December 2021
-

Reason - In the interest of preserving the architectural detailing on the scheme pursuant to policies EN1 and DM1 of the Manchester Core Strategy (2012).

without modification) no boundary treatment shall be erected on site, other than that shown on the approved plans.

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

- 13) Prior to the first occupation of the development hereby approved, details of the implementation, maintenance and management of the sustainable drainage scheme for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority.

For the avoidance of doubt the scheme shall include the following:

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

The approved scheme shall then be implemented in accordance with the details and thereafter managed and maintained for as long as the development remains in use.

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution pursuant to policies SP1, EN14 and DM1 of the Manchester Core Strategy (2012).

-
- 14) The development hereby approved shall be carried out in accordance with the Energy Strategy (Ridge) - in lieu of validation checklist requirement 'environmental standards' stamped as received by the City Council, as Local Planning Authority, on the 20 September 2021.

- 16) The landscape management shall be carried out in accordance with 23C002-001-00-Landscape Maintenance and Management Plan Issue - 11-03-25-P01 received by the City Council, as Local Planning Authority, on the 9 May 2025; 23C002-AEW-SI-00-DR-A-1004 Rev C02 received by the City Council, as Local Planning Authority, on the 27 June 2025; and Correspondence dated 27 June 2025 (as approved under CDN/25/0439)

The management plan shall then be implemented as part of the development and remain in place for as long as the development remains in use.

Reason - To ensure that the satisfactory landscaping scheme for the development is maintained in the interest of the character and visual amenity of the area, in accordance with policies SP1, EN9 and DM1 of the Core Strategy.

- 17) (a) The plant shall be carried out in accordance with Planning Condition 17 6820-16 6820-17 received by the City Council, as Local Planning Authority, on the 9 May 2025 (as approved under CDN/25/0439).

For the avoidance of doubt, externally mounted plant, equipment and servicing shall be selected and/or acoustically treated in accordance with a scheme designed so as to achieve a rating level of 5 db (L_{aeq}) below the typical background (L_{a90}) level at the nearest noise sensitive location.

(b) Noise verification has been provided within in Document: Downtown Victoria North - Planning Condition Verification, stamped as received by the City Council as Local Planning Authority the 14 May 2026 (as approved under OTH-2026-000339)

Reason - To minimise the impact of plant on the occupants of the development pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

-
- 18) The development shall be carried out in accordance with the details approved as part of CDN/24/0936).

of the Core Strategy (2007) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

- 20) The development shall be carried out in accordance with Site Plan - Waste Strategy Expansion received by the City Council, as Local Planning Authority, on the 30 January 2023 (as approved under CDN/23/0751).

The details of the approved scheme shall be implemented prior to the first occupation of the residential element and shall remain in situ whilst the development is in operation.

Reason - To ensure adequate refuse arrangement are put in place for the residential element of the scheme pursuant to policies EN19 and DM1 of the Manchester Core Strategy.

- 21) The development shall be carried out in accordance with the details approved as part of CDN/24/0936).

Reason - To ensure adequate refuse arrangement are put in place for the commercial element of the scheme pursuant to policies EN19 and DM1 of the Manchester Core Strategy.

- 22) The development shall be carried out in accordance with the details approved as part of CDN/24/0936).

Reason - To ensure appropriate fume extraction is provided for the commercial units pursuant to policies SP1 and DM1 of the Manchester Core Strategy and saved policy DC10 of the Unitary Development Plan for the City of Manchester (1995).

- 23) The development shall be carried out in accordance with the details approved as part of CDN/24/0936).

Monday to Saturday 07:30 to 20:00

Sundays (and Bank Holidays): 10:00 to 18:00

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

- 27) The commercial unit hereby approved, as indicated on drawings 136-JMA-MP-XX-P-A-001005 Rev A and 136-JMA-MP-XX-P-A-022200 Rev A stamped as received by the City Council, as Local Planning Authority 6 November 2021, shall not be open outside the following hours:-

Monday to Saturday 08:00 to 23:30

Sundays (and Bank Holidays): 10:00 to 22:00

There shall be no amplified sound or any amplified music at any time within the unit.

Reason - In interests of residential amenity in order to reduce noise and general disturbance in accordance with saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy.

- 28) The commercial unit as shown on drawings 136-JMA-MP-XX-P-A-001005 Rev A and 136-JMA-MP-XX-P-A-022200 Rev A stamped as received by the City Council, as Local Planning Authority 6 November 2021, shall remain as separate units and shall not be sub divided or amalgamated without the benefit of planning permission being secured.

Reason- In the interests of residential amenity and to ensure the future viability and vitality of the commercial units pursuant to saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies DM1, C5 and SP1 of the Manchester Core Strategy.

to maintain the sustainability of the local community through provision of accommodation that is suitable for people living as families pursuant to policies DM1 and H11 of the Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.

- 32) The development shall be carried out in accordance with the Crime Impact Statement prepared by Design for Security at Greater Manchester Police stamped as received by the City Council, as Local Planning Authority, on the 11 May 2020. The development shall only be carried out in accordance with these approved details. Prior to the first occupation of the development, the Council as Local Planning Authority must acknowledge in writing that it has received written confirmation of a Secured by Design accreditation.

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

- 33) The development hereby approved shall be carried out in accordance with the Framework Travel Plan stamped as received by the City Council, as Local Planning Authority, on the 20 September 2021.

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 living at the development;
- ii) a commitment to surveying the travel patterns of residents/staff during the first three months of the first use of the building 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

The approved scheme shall be implemented and be in place within eight months of the first occupation of the residential element of the development and thereafter retained and maintained in situ.

Reason - To ensure safe access to the development site in the interest of pedestrian and highway safety pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012).

- 37) Notwithstanding the TV Reception Survey, stamped as received by the City Council, as Local Planning Authority, on the 20 September 2021, within one month of the practical completion of the development, and at any other time during the construction of the development if requested in writing by the City Council as Local Planning Authority, in response to identified television signal reception problems within the potential impact area a study to identify such measures necessary to maintain at least the pre-existing level and quality of signal reception identified in the survey carried out above for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The measures identified must be carried out either before the development is first occupied or within one month of the study being submitted for approval in writing to the City Council as Local Planning Authority, whichever is the earlier.

Reason - To provide an indication of the area of television signal reception likely to be affected by the development to provide a basis on which to assess the extent to which the development during construction and once built, will affect television reception and to ensure that the development at least maintains the existing level and quality of television signal reception - In the interest of residential amenity, as specified in policy DM1 of Core Strategy.

- 38) The EV charging shall be carried out in accordance with 23C002-HEC-B3-ZZ-DR-E-6200, 23C002-HEC-B4-ZZ-DR-E-6202, 23C002-HEC-ZZ-B1-DR-E-6200 received by the City Council, as Local Planning Authority, on the 24 November 2025 - EV charger specification received by the City Council, as Local Planning Authority, on the 19 December 2025 (as approved under CDN/25/1116) and shall be implemented and remain available for as long as the development is in situ.
-

Reason - In the interest of air quality pursuant to policies SP1 and EN16 of the Manchester Core Strategy (2012).

- 42) All windows at ground level with the exception of the WC and bathrooms, unless shown otherwise on the approved drawings detailed in condition 2, shall be retained as a clear glazed window opening at all times and views into the premises shall not be screened or obscured in any way.

Reason - The clear glazed window(s) is an integral and important element in design of the ground level elevations and are important in maintaining a visually interesting street-scene consistent with the use of such areas by members of the public, and so as to be consistent with saved policy DC14 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy.

- 43) The development hereby approved shall include for full disabled access to be provided to the amenity areas and communal walkways and via the main entrances and to the floors above.

Reason - To ensure that satisfactory disabled access is provided by reference to the provisions Core Strategy policy DM1.

- 44) No doors (other than those designated as fire exits) shall open outwards onto adjacent pedestrian routes.

Reason - In the interest of pedestrian safety pursuant to policy DM1 of the Manchester Core Strategy (2012).

- 45) The solar panels shall be carried out in accordance with ValkPVplanner Project report Project name: BLOCK 3-ROCHDALE ROAD ValkPVplanner Project report Project name: BLOCK 4-ROCHDALE ROAD received by the City Council, as Local Planning Authority, on the 9 May 2025 (as approved under CDN/25/0439).

The approved details shall then be implemented prior to the first use of the development and thereafter retained and maintained in situ.

49) For the purposes of this planning permission the following phases apply:

- Phase 1 Landscaping works: relate to land shown on drawing 23C002-PLA-XX-XX-DR-L-0002 C08 received by the City Council, as Local Planning Authority, on the 31 March 2026 and includes interim landscaping works in advance of development on Phase 2 land.

- Phase 2 Landscaping Works: relate to land shown on drawing 23C002-PLA-XX-XX-DR-L-0002 C07 received by the City Council, as Local Planning Authority, on the 31 March 2026 and includes final landscaping works in the event development does not take place on the Phase 2 land in the defined period as stated in condition 15.

Reason – In the interest of having clearly defined phases with regards to the delivery of landscaping works pursuant to policy SP1 of the Manchester Core Strategy (2012).

Date:

DRAFT DECISION

DRAFT

SCHEDULE 3

THE OWNER'S GENERAL COVENANTS

The Owner hereby covenants with the Council as follows:

1. To notify the Council in writing;
 - 1.1 within five (5) Working Days of Commencement of Development that development has Commenced;
 - 1.2 within 10 (ten) Working Days of the Completion of Construction of 75% of the Dwellings; and
 - 1.3 within 5 (five) Working Days of Completion of Construction of all of the Dwellings constructed as part of the Development.
 - 1.4 From the date of this Agreement not to allow permit or carry out any further development pursuant to the First Planning Permission.
 - 1.5 To pay to the Council the Contribution on the date of this Agreement.
2. Within ten (10) Working Days of the Calculation Date
 - 2.1 to confirm to the Council in writing whether the Development was subject to a Pre-Sale, and
 - 2.2 to provide the Council with a copy of the Viability Appraisal for possible agreement by the Council.
3. Within twenty-eight (28) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owners either: -
 - 3.1 Stating that it accepts the Viability Appraisal or
 - 3.2 Correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions;
4. In the event that the Council shall have served a notice on the Owners pursuant to paragraph 3.2 of this Schedule 3 the Owners and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Owners and the Council shall have failed to agree the Viability Appraisal within twenty-eight (28) Working Days of the notice served by the Council pursuant to Paragraph 3.2 of this Schedule 3, then the matter in dispute shall be referred to the Chartered Surveyor, in accordance with the provisions of Clause 7 with the Chartered Surveyor being requested that he/she should as soon as practicable issue a written determination as to the matter in dispute and a written determination of the correct Viability Appraisal, which both Parties agree will be final and binding upon them;
5. The Viability Appraisal not by way of limitation shall include and confirm:
 - 6.1 the GDV; and
 - 6.2 the GDC;

6. Viability Payment

- 6.1 In the event that the Viability Appraisal is agreed by the Council or determined pursuant to paragraph 4 of this Schedule 3 and the information contained therein shows that in accordance with the provisions of this Agreement a Viability Payment is due then the Owners shall pay to the Council the Viability Payment PROVIDED ALWAYS that this does not exceed the Maximum Contribution in accordance with paragraph 6.2 below;
- 6.2 The Owners shall pay to the Council 50% of the Viability Payment within twenty-one (21) days of the agreement by the Council of the Viability Appraisal or if applicable within twenty-one (21) days of the Viability Appraisal being determined pursuant to Paragraph 4 of this Schedule 3.
- 6.4 For the avoidance of doubt the Council agrees that the Owners may retain 50% of any Viability Payment found to be due pursuant to this Agreement.
- 6.3 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 4 of this Schedule 3) shows that a Viability Payment is not due then it is agreed by the Council that the Viability Payment shall not be payable although the Viability Assessment Fee shall still be due.

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows:

- 1 To use any Viability Payment towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose.
2. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request.
3. The Council shall provide written details of any expenditure incurred by the Council using the Viability Payment within 20 Working Days of a written request to do so from the party/person who made the payment to the Council.
5. To issue the Planning Permission within two (2) Working Days of the date hereof.

SCHEDULE 5

VIABILITY TEMPLATE

87 Rochdale Road, Manchester

Open Market Gross Development Value (GDV)

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

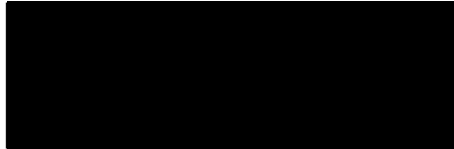
GDV of Pre-Sale (PS) Element (Contract to be evidenced)

Profit Level – based upon 20% of GDV of Open Market Value	£
Profit Level — based upon 15% of GDV of Pre Sale	£
All in build cost – Includes (but not limited to) - house build (superstructure), plot costs (incl. substructure), infrastructure, overheads and prelims, operating costs, sales incentives	£
Schedule of abnormals TBA	£
Contingency on build costs and abnormals TBA	£
Professional fees on build costs and abnormals TBA	£
Sales and marketing costs TBA	£
Agreed planning stage Section 106 commuted sum payment	£xxx
Finance cost of TBA	£
Interest cost on deposits - TBA	£
Tax relief - TBA	£
Agreed land value (The Lower of 1). Benchmark Land Value set at planning consent stage of £1,215,000 or 2). Actual land value – to be evidenced)	£
Agreed Stamp Duty - TBA	
Agreed Site Legal & Agents Fees @ 1% of Land Value	
TOTAL COSTS (Costs)	
Gross Margin equals GDV - Costs	
Gross Margin minus Profit Level	
VIABILITY PAYMENT	

NB –The sum of the Initial Contribution (if any) and the Viability Payment shall not exceed the Maximum Contribution

The Headings in the Viability Template are not exhaustive

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

01133078

EXECUTED as a DEED by DOWNTOWN
MANCHESTER (PROPCO) LIMITED acting:

By two directors:

.....
Signature of Director

.....
Name (Capitals)

.....
Signature of Director

.....
Name (Capitals)

EXECUTED as a DEED by HERITAGE SQUARE LIMITED
acting by [], a director in
the presence of:

.....
Signature of director

Signature of witness.....

Print name.....

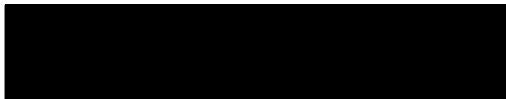
Address.....

.....
.....
Occupation.....

THE COMMON SEAL of THE)
GREATER MANCHESTER)
COMBINED AUTHORITY was hereunto)
affixed in pursuance of an Order)
of the said Authority:)



Authorised Signatory:



Print Name:

SARAH BENNETT

DATED 23 July 2026

THE COUNCIL OF THE CITY OF MANCHESTER

- and -

DOWNTOWN MANCHESTER PROPCO LIMITED

- and -

HERITAGE SQUARE LIMITED

- and -

GREATER MANCHESTER COMBINED AUTHORITY

AGREEMENT

**pursuant to section 106 of the Town and
Country Planning Act 1990 (as amended)
relating to Land at 87 Rochdale Road, Manchester**

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

L/STW/PLA001/84235

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

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester, M60 2LA (the “**Council**”);
- (2) **DOWNTOWN MANCHESTER PROPCO LIMITED** (incorporated in England and Wales with company number 14881706) whose registered office is at 1 St. Georges Court, Altrincham Business Park, Altrincham, United Kingdom, WS14 5UA (the “**Owner**”)
- (3) **HERITAGE SQUARE LIMITED** (incorporated in England and Wales with company number 08364250) whose registered office is at Highdown House, Yeoman Way, Worthing, West Sussex, United Kingdom, BN99 3HH (the “**First Mortgagee**”)
- (4) **GREATER MANCHESTER COMBINED AUTHORITY** of Churchgate House, 56 Oxford Street, Manchester, M1 6EU, England (the “**Second Mortgagee**”)

BACKGROUND

- A The Council is the local planning authority for the purposes of the Act in relation to the Site and is the authority by whom the obligations hereby created are enforceable. The Development will be carried out on the Site. The Site is situated within the Administrative Boundaries of Manchester and this planning obligation is enforceable by the Council.
- B The Owner is the freehold owner of the Site registered at the Land Registry with title absolute under title numbers GM16795 and LA61430 together with but subject to all matters contained or referred to in the title registers thereunder. The Owner is the leasehold owner of parts of the Site registered at the Land Registry with title absolute under title number LA246011 and title good leasehold under title number GM16796 together with but subject to all matters contained or referred to in the title registers thereunder.
- C The First Mortgagee is interested in the Site by virtue of the Legal Charges dated 5 July 2023 and 4 August 2023 registered against title numbers GM16795, GM16796, LA61430 and LA246011 (the “Heritage Legal Charges”)
- D The Second Mortgagee is interested in the Site by virtue of the Legal Charge dated 19 July 2024 registered against title numbers GM16795, GM16796, LA61430 and LA246011 (the “GMCA Legal Charge”)
- E The Application was submitted to the Council for planning permission to carry out the Development in the manner set out in the plans, specifications and particulars forming part of the Application. The Council is minded to grant planning permission to carry out the Development as defined herein in accordance with the Application but having considered Policies PA1 and H8 of the Core Strategy and the Regulations is desirous of the Owner entering into this Agreement without which planning permission would not be granted.

- F The Owner has agreed to enter into this Agreement in support of the Application so as to create planning obligations in favour of the Council pursuant to section 106 of the Act and to be bound by and observe and perform the covenants hereinafter contained.
- G The First Development included the planting of two trees within the Rochdale Road footpath. Following consultation with utility providers, it was established that the planting of such trees in the approved locations in the Site is not feasible due to the presence of an existing large-diameter gas main, approximately 100 years old, beneath the Rochdale Road footpath. In lieu of planting the two trees referred to above, the Owner has offered to pay the Contribution to the Council, and the Council has agreed to accept the same.
- H The Council has recognised the difficulty faced by lower income groups in buying homes within the Administrative Boundary of Manchester and the planning purpose of this Agreement is primarily to increase the provision of Affordable Housing within the Administrative Boundaries of Manchester. The Owners has agreed to make provision for Affordable Housing in the manner hereinafter appearing. The Council has determined that the Development in order to comply with the Core Strategy should provide a payment of five million nine hundred and fifty-nine thousand six hundred and thirty-nine pounds (£5,959,639) towards the provision of Affordable Housing within the Administrative boundaries of Manchester (the “**Maximum Contribution**”) However, the Owners have stated that there are viability issues affecting the development of the Site and has submitted to the Council documentation in support of this contention The Council has accepted that at the date of this Agreement payment of any financial contribution would render the Development unviable The Owners have agreed to enter into the planning obligations contained herein requiring them to submit the **Viability Appraisal** and pay any **Viability Payment** found to be due in accordance with the provisions contained in this Agreement. In addition, through the payment of the Contribution this Agreement will improve the amenity of land in the locality of the Site with benefit for the occupiers of the Development and mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations.
- I The Council is satisfied that the obligations in this Agreement are;
- (a) necessary to make the Development acceptable in planning terms (including where appropriate, obligations necessary to mitigate the adverse impacts of the Development in accordance with the development plan for the area and other material considerations);
 - (b) directly related to the Development; and
 - (c) fairly and reasonably related in scale and kind to the Development.

AGREED TERMS

DEFINITIONS AND INTERPRETATION

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

“**Act**” the Town and Country Planning Act 1990 (as amended);

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

“Affordable Housing” shall have the same meaning given to it in policy H8 of the Core Strategy and in the NPPF Annex 2 Glossary as may be amended or any replacement of the same;

“Agreement” shall mean this agreement;

“Application” the application for planning permission to which the Council gave the reference 145591/JO/2026;

“Calculation Date” shall be upon the Completion of Construction of seventy-five per cent (75%) of the Dwellings;

“Chartered Surveyor” a professional expert who is a chartered member of the Royal Institution of Chartered Surveyors with a minimum of ten (10) years post-qualification experience;

“Commencement of Development” the date upon which the Development shall begin by the carrying out of a Material Operation in accordance with the provisions of section 56(4) of the Act PROVIDED THAT any works of or associated with site clearance, remediation works, environmental or archaeological investigations, site and soil surveys, erections of contractors work compound, erection of site office, erection of fencing to site boundaries, marking of site boundaries and laying out of access roads and services shall for the purposes of the agreement be deemed not to be Material Operations and **“Commence”**, **“Commencement”** and **“Commenced”** shall be construed accordingly;

“Completion of Construction” the date upon which a valid certificate of completion shall have been issued in respect of the relevant number of Dwellings for the purposes of the Building Act 1984 and the Building Regulations 2010 or any amendment or replacement of the same and **“Completed”** and **“Completion”** shall be construed accordingly;

“Contribution” the sum of £16,000 (sixteen thousand pounds) to mitigate the loss of two trees towards the cost of environmental improvements within the City Centre to include for example replacement trees;

“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;

“Costs” means the costs to be taken into account for the purpose of the Viability Appraisal as defined in paragraph 013 (reference: 10-013-20240214) of the section of the NPPG headed “Viability” as the same may be amended or any replacement thereof. In addition, the Council will accept in the calculation of Costs:

1. the actual costs Reasonably and Properly Incurred in relation to the Development prior to and up until the time of submission of the Viability Appraisal; and

2. the estimated costs that remain to be Reasonably and Properly Incurred in completing the Development and such details shall be included in the Viability Appraisal, provided always in the case of points (1) and (2) of this definition that any such actual or estimated costs are amongst those detailed or referred to in paragraph 014 of the NPPG section headed “Viability” (as may be amended or any replacement of the same);

“Development” the development undertaken on the Site pursuant to the Planning Permission being the variation to the development permitted by the First Planning Permission consisting of the variation of conditions 2 and 15 attached to the First Planning Permission to allow an amended landscaping scheme to be introduced upon occupation of the Development and to introduce a new condition requiring the original landscaping to be completed in the event of a future phase of development not coming forward within agreed timescales as specified in the Application and “Developed” shall be construed accordingly;

“Disposal” means:

- (a) a transfer by sale; or
- (b) the grant of a Long Lease;

by the Owner of a Dwelling and **“Disposed”, “Disposed Of”, “Dispose”** and **“Disposals”** shall be construed accordingly;

“Dwelling” a unit of residential accommodation to be constructed on the Site as part of the Development pursuant to the Planning Permission and **“Dwellings”** shall be construed accordingly.

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

“First Development” shall mean the development of the Site pursuant to the First Planning Permission and substantially comprising the erection of a part 11, part 13 storey building to form residential apartments (Use Class C3a) together with the erection of two blocks of 3 storey duplexes (Use Class C3a) to form 237 residential homes in total with associated commercial floor (Use Class E) (132 sqm), basement car parking, landscaping and public realm, and associated engineering and infrastructure works following demolition of existing buildings and structures;

“First Planning Agreement” shall mean the planning agreement relating to the Site dated 18 February 2022 and made between the Council (1) Peter Read Investments Limited (2) and Portwood Developments Limited (3) pursuant to the First Planning Permission;

“First Planning Permission” shall mean full permission under the Act for the First Development granted under the reference 131708/FO/2021 on 18 February 2022 as amended by non material amendments approved under the references 136574/NMC/2023, 139259/NMC/2024 and 145275/NMC/2026;

"Forward Funding Arrangement" a commitment to provide funding to assist the development of the project going forward with the sole aim of facilitating either a single sale of the whole or part of the Development, but not necessarily a commitment to purchase the Development, or the retention of the whole or part of the Development by the Developers on Completion of Construction as a Private Rental Sector (PRS) Investment For the avoidance of doubt funding not provided for the purposes outlined in the previous sentence of this definition but provided, for example, for the purpose of covering the construction costs of any dwelling that is to be sold to an individual purchaser will not be classed as a Forward Funding Arrangement;

"Forward Sale" the committed sale and purchase of the whole or part of the completed Development on agreed terms at a future date as evidenced by binding legal documents which are unconditional as to the sale of the whole or part of the completed Development and the requirement to undertake the construction of the Development and which detail (without limitation) payments made on completion of the sale of the whole or part of the completed Development and during the

"GDC" means Gross development cost as defined in Appendix F of the RICS guidance note 1st edition entitled "Financial viability in planning" and assigned reference GN 94/2012 or any replacement, update or amendment of the same. In addition the Council will accept in the calculation of GDC the actual costs incurred in the Development up to the time of preparation of the Viability Appraisal and such details shall be included in the Viability Appraisal provided always that any such actual costs are allowed for in the said Appendix F of the RICS guidance note.

"GDV" means Gross development value as defined in Appendix F of the RICS guidance note 1st edition entitled "Financial viability in planning" and assigned reference GN 94/2012 or any replacement, update or amendment of the same together with the value of any grant funding/public subsidy received in respect of the Development. In addition the Council will accept in the calculation of GDV the actual sale prices achieved at the development up to the time of preparation of the Viability Appraisal and detailed therein.

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

"Index Linked" adjusted on an annual basis or pro rata per diem from the date of this Agreement to the relevant date of payment in accordance with the Retail Price Index and **"Index Linking"** shall be construed accordingly;

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

"Legal Charges" means together the Heritage Legal Charges and the GMCA Legal Charge and "Legal Charge" shall mean any of them;

“Local Plan” includes the Core Strategy adopted by Manchester City Council on 11 July 2012, the extant Unitary Development Plan policies and all other relevant strategic planning documents adopted by Manchester City Council;

“Long Lease” means a lease of a Dwelling for not less than ninety-five (95) years granted at a premium without reservation of a rack rental;

“Management Fee” shall mean 15% of the planning application fee which equates to £300.00 (three hundred pounds) for the purpose of monitoring and reporting on the delivery of this Agreement and the Planning Obligations contained herein;

“Material Operation” means material operation comprised in the Development as defined by Section 56(2) and (4) of the Act and “Material Operations” shall be construed accordingly;

“Maximum Contribution” the sum of £5,959,639.00 (five million nine hundred and fifty-nine thousand six hundred and thirty-nine pounds) Index Linked towards the provision of Affordable Housing in the City of Manchester;

“Method of Disposal” means whether the units are being sold on an Open Market Sales basis or subject to a Pre-Sale;

“Mortgagees” shall mean together the First Mortgagee and the Second Mortgagee and “Mortgagee” shall be construed accordingly;

“NPPF” the National Planning Policy Framework issued in December 2024 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;

“NPPG” the National Planning Practice Guidance which provides context on the Government's planning policies as set out in the NPPF as may be amended or any replacement of the same;

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

“Open Market Sales” means the marketing and sale of individual Dwellings within the Development disposed of at Open Market Value;

“Open Market Value” means the market value as defined in the IVS definition of market value set out in paragraph 30 on pages 18 to 20 of the section headed “IVS 104 Bases of Value” in Part 6 of the RICS publication titled “RICS Valuation - Global Standards 2017” and issued in June 2017 or any replacement, update or amendment of the same from time to time;

“Plan” the plan attached to the Agreement;

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

“Planning Permission” the planning permission granted pursuant to the Application in or substantially in the form as detailed in Schedule 2 and as may be amended by any non-material amendment granted by the Council pursuant to s96A of the Act

"Pre-Sale" means a Forward Sale or Forward Funding Arrangement or Private Rental Sector Forward Funding Arrangement of the whole or part of the completed Development prior to the Calculation Date;

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

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

“Profit Level” means:

- (a) in the case of a Pre Sale when the Gross Margin is equivalent to 15% of the GDV and in all other cases when the Gross Margin is equivalent to 20% of the GDV;

“Regulations” the Community Infrastructure Levy Regulations 2010;

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

“RICS” the Royal Institution of Chartered Surveyors;

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

“Viability Appraisal” a written appraisal in the form set out in Schedule 5 to assess the Gross Margin in relation to the residential aspect of the Development required to be provided on the Calculation Date in accordance with the provisions of Schedule 3 of this Agreement. Further guidance on the format to follow can be found in the first edition of the Guidance Note published in August 2012 by the Royal Institution of Chartered Surveyors titled “Financial Viability in Planning” or any amendment, update or replacement of the same;

“Viability Assessment Fee” the sum of £10,000.00 (ten thousand pounds) plus VAT to cover the cost of the Council’s review of the Viability Appraisal in order to determine whether and the extent to which the Development can support a requirement to provide the Viability Payment.

“Viability Payment” a payment required to be made by the Owner to the Council if the Viability Appraisal shows that the Profit Level as assessed will be achieved and will be the amount by which the Gross Margin exceeds the Profit Level PROVIDED THAT the Viability Payment shall not exceed the Maximum Contribution. The Viability Payment will be payable in accordance with the timescales set out in Schedule 3 hereto;

“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 Save in respect of Clauses 20.1 and 20.3 references to any party in this Agreement include the successors in title of that party. In addition, references to the Council include any successor local planning authority exercising planning powers under the Act and any successor local highway authority exercising powers under the Highways Act 1980.

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

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

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

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

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

2 PLANNING OBLIGATION

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

3 CONDITION PRECEDENT

This Agreement is conditional upon the grant of the Planning Permission and Commencement of Development save for the provisions of this Clause and Clauses 3, 9, 11, 15, 17, 18, 19 and Schedule 3 1.4 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 the Owner) or quashed or declared unlawful as a result of legal proceedings then this Agreement shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.

5 THE OWNER'S COVENANTS

The Owner on behalf of 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 Schedule 3 and hereby agree that the Site shall be permanently subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act.

6 THE COUNCIL'S COVENANTS

The Council hereby covenants with the Owner to observe and perform the obligations on its part in this Agreement including those obligations set out in the Schedule 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 or in relation to the Viability Appraisal to a Chartered Surveyor to be appointed by agreement between the Council and the Owner.

7.2 If the Council and the Owner are unable to agree on the appointment of an Expert or Chartered Surveyor within thirty (30) days of one party serving notice on the other calling for the appointment of an Expert or Chartered Surveyor, then an Expert or Chartered Surveyor shall be appointed on the application of either party to the President for the time being of the Royal Town Planning Institute or the Royal Institution of Chartered Surveyors as applicable.

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

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

8 WAIVER

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

9 CHANGE IN OWNERSHIP & LIABILITY

9.1 The 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 provided that this clause shall not apply to the Disposal of a Dwelling or Commercial Unit or a Disposal to a statutory undertaker for the purpose of their statutory undertaking.

9.2 No person shall be liable for any breach, non-performance and non-observance of the covenants, obligations and restrictions contained in this Agreement after it shall have parted with its entire interest in the Site but without prejudice to liability for any subsisting breach arising prior to parting with such interest nor shall this hinder or preclude the Council's rights as the Local Planning Authority to require that the breach, non-performance or non-observance be remedied after that person has parted with its interest in the Site.

9.3 The obligations contained in this Agreement shall not be binding on:

9.3.1 Any tenant, owner, occupier, mortgagee, and/or chargee of an individual Dwelling and their successors in title;

9.3.2 Any tenant, owner, occupier, mortgagee, and/or chargee of a Commercial Unit and their successors in title; and

9.3.3 Any statutory undertaker who acquires any part of the Site for the purpose of its statutory undertaking.

10 COUNCIL'S CONSENT OR APPROVAL

Where in this Agreement the consent, agreement or approval of the Council is required to be given by the Council, the Council confirms that such consent, agreement or approval shall not be unreasonably withheld or delayed provided that this shall not fetter the proper discretion of the Council.

11 LOCAL LAND CHARGE ENTRY

11.1 This Agreement is a Local Land Charge and shall be registered as such by the Council.

11.2 The Council will upon receipt of a written request of the Owner or their successors in title, at any time after the obligations set out herein have been fulfilled in their entirety, issue written confirmation thereof and thereafter cancel all related entries in the register of local land charges.

11.3 The costs of registration and cancellation pursuant to clauses 11.2 above shall be met by the Owner if requested by the Council.

12 NON-PROHIBITION ON DEVELOPMENT

Nothing in this Agreement shall prohibit or limit the right to develop any part of the Site in accordance with a planning permission (other than the Planning Permission and the listed building consents) granted (whether or not on appeal) after the date of this Agreement.

13 THE CONTRACTS ACT

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

14 COMMUNICATION

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

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

14.1.2 to the Owner and Mortgagees at their registered office addresses;

15 FEES

15.1 The Owner shall pay forthwith to the Council its legal fees reasonably and properly incurred in preparation of this Agreement capped at £5,000;

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

15.3 A management fee has been paid to the Council pursuant to covenants contained in the First Planning Agreement. In consideration of the management fee received pursuant to the First Planning Agreement and the agreement of the Owner set out in the following sentence the Council agrees to accept the payment of the management fee referred to above in lieu of the Management Fee. The Owner agrees that the Council may apply the management fee received for the purpose of the management and monitoring of the planning obligations contained in this Agreement or the First Planning Agreement;

15.4 When submitting a Viability Appraisal the Owner shall pay to the Council the related Viability Assessment Fee within 10 Working Days of his receipt from the Council of an invoice detailing the amount.

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. WARRANTY AS TO TITLE

The Owner hereby warrants to the Council that the title details recited in this Agreement are complete and accurate in every respect and no other person other than the Mortgagees has an interest in the Site and hereby indemnifies the Council in respect of any loss that arises should there be any breach of this warranty.

18. JURISDICTION

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

19. COMPLETION

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

20. MORTGAGEE

20.1 The Mortgagees consent to this Agreement being entered into with the intention that their interests in the Site in the form of the Legal Charges will be bound by the terms of this Agreement as if this Agreement had been executed and registered as a local land charge before the execution of the Legal Charge.

20.2 Notwithstanding clause 20.1, a Mortgagee will not incur any liability for any breach of the obligations contained in this Agreement unless and until they become a mortgagee in possession of the Site or any part of it.

20.3 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.

21. THIS AGREEMENT and the FIRST PLANNING AGREEMENT

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

21.2 The Council and the Owner acknowledge and agree that as at the date of this Agreement there are no subsisting breaches of the First Planning Agreement

21.3 Any obligation performed or discharged by the Owner under this Agreement shall be deemed to constitute performance and discharge of any corresponding obligation under the First Planning Agreement (and vice versa) and the Council shall not require duplicate performance of any such obligation under the First Planning Agreement.

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

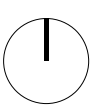
SCHEDULE 1

The Site

Land at 87 Rochdale Road, Manchester and shown for the purposes of identification only edged red on the Plan.



Notes:
 Site Application Boundary



Project Name: 87 Rochdale Road		Title: Existing Site Location Plan	Scale: 1:1250 @ A1	
Drawn: JBe	Checked: MH	Status: Planning	Project: 136	Drawing No: ~JMA-MP-XX-P-A-001000
Details: - 26/08/21		Issued for Planning		

Jon Matthews Architects
4th Floor Centurion House, 129 Deansgate, Manchester, M3 3WR 0161 974 3690

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SCHEDULE 2

Draft Planning Permission

DRAFT

Town & Country Planning Act 1990 (as amended)

Planning Permission

Part 1 – Particulars of the application/development

Proposal:

Variation of Planning Permission 131708/FO/2021 Conditions 2 and 15 to allow an amended landscaping scheme to be introduced upon occupation of the development and introduce a new condition requiring the original landscaping to be completed in the event of a future phase of development not coming forward within agreed timescales.

Location:

87 Rochdale Road Manchester M4 4HY

Application reference:

145591/JO/2026

Applicant:

Mr JP Singleton McGoff Group Projects Ltd

Date of application:

22 April 2026

Part 2 – Particulars of decision

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

Article 35 Declaration

Officers have worked with the applicant in a positive and proactive manner based on seeking solutions to problems arising in relation to dealing with the planning application. The proposal is considered to be acceptable and therefore determined within a timely manner.

Condition(s) attached to this decision

- 1) The development must be begun not later than the 18 February 2025.

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:

Drawings and documents approved as part of this application

23C002-PLA-XX-XX-DR-L-0002 D4 C08; 23C002-PLA-XX-XX-DR-L-1001 D4 C06; 23C002-PLA-XX-XX-DR-L-1002 D4 C05; 23C002-PLA-XX-XX-DR-L-2000 D4 C06; 23C002-PLA-XX-XX-DR-L-3000 D4 C04 will be implemented received by the City Council, as Local Planning Authority, on the 31 March 2026.

23C002-PLA-XX-XX-DR-L-0002 D4 C07; 23C002-PLA-XX-XX-DR-L-1001 D4 C05; 23C002-PLA-XX-XX-DR-L-1002 D4 C04; 23C002-PLA-XX-XX-DR-L-2000 D4 C05; 23C002-PLA-XX-XX-DR-L-3000 D4 C03 received by the City Council, as Local Planning Authority, on the 31 March 2026.

Drawings and details approved as part of Non material Amendment 139259/NMC/2024

12882-AEW-SI-00-DR-A-0550-S2-P01-Site Plan - Ground Floor Level 12882-AEW-B1-00-DR-A-0552-S2-P01-Ground Floor General Arrangement Plan 12882-AEW-B1-B1-DR-A-0551-S2-P01-Basement Level 12882-AEW-XX-XX-DR-A-0503-S2-P01-Elevation DD Block 01 & 02 West 12882-AEW-XX-XX-DR-A-0501-S2-P01-Elevation BB Block 01 & 02 East 12882-AEW-B1-XX-DR-A-0502-S2-P01-Elevation CC Block 01 North 12882-AEW-B1-XX-DR-A-0504-S2-P01-Elevation EE Block 01 South 12882-AEW-B2-XX-DR-A-0500-S2-P01-Elevation AA Block 02 South 12882-AEW-B2-XX-DR-A-0505-S2-P01-Elevation FF Block 02 North 12882-AEW-B1-XX-DR-A-0506-S2-P01-B01 Bay Study 01 12882-AEW-B2-XX-DR-A-0507-S2-P01-B02 Bay Study 02 12882-AEW-B2-XX-DR-A-0508-S2-P01-B02 Bay Study 03 12882-AEW-B3-XX-DR-A-0553-S2-P01-B03 - Duplex Coachhouse Floor Plans 12882-AEW-B3-XX-DR-A-0554-S2-P01-B03 - Duplex Coachhouse Elevations 12882-AEW-B4-XX-DR-A-0555-S2-P01-B04 - Duplex Townhouse Floor Plans 12882-AEW-B4-XX-DR-A-0556-S2-P01-B04 - Duplex Townhouse Elevations received by the City Council, as Local Planning Authority, on the 14 February 2024

Drawings and details approved as part of planning permission 131708/FO/2021

Drawings

136-JMA-B3-00-P-A-022300, 136-JMA-B3-N-E-A-042230, 136-JMA-B4-00-P-A-022240, 136-JMA-MP-01-P-A-022201, 136-JMA-MP-07-P-A-022207, 136-JMA-MP-09-P-A-022209, 136-JMA-MP-10-P-A-022210, 136-JMA-MP-11-P-A-022211, 136-

JMA-MP-12-P-A-022212, 136-JMA-MP-13-P-A-022213 and 136-JMA-MP-LG-P-A-022199 stamped as received by the City Council, as Local Planning Authority 20 September 2021.

136-JMA-MP-XX-P-A-001005 Rev A and 136-JMA-MP-XX-P-A-022200 Rev A stamped as received by the City Council, as Local Planning Authority 6 November 2021

136-JMA-B1-00-E-A-104200 Rev B, 136-JMA-B2-00-E-A-104202 Rev B, 136-JMA-B2-10-E-A-104201 Rev C, 136-JMA-MP-AA-S-A-052200 Rev A, 136-JMA-MP-E-E-A-042201 Rev B, 136-JMA-MP-N-E-A-042202 Rev B, 136-JMA-MP-N-E-A-042205 Rev B, 136-JMA-MP-S-E-A-042200 Rev C, 136-JMA-MP-S-E-A-042204 Rev B and 136-JMA-MP-W-E-A-042203 Rev B stamped as received by the City Council, as Local Planning Authority 3 December 2021

23C002-PLA-XX-XX-DR-L-0002 D4 C07; 23C002-PLA-XX-XX-DR-L-1001 D4 C05; 23C002-PLA-XX-XX-DR-L-1002 D4 C04; 23C002-PLA-XX-XX-DR-L-2000 D4 C05; 23C002-PLA-XX-XX-DR-L 3000 D4 C03 received by the City Council, as Local Planning Authority, on the 31 March 2026

Supporting Information

Affordable Housing Assessment (WSP), Air Quality Impact Assessment (Miller Goodall); Archaeology and Heritage Desk Based Assessment (Salford University); Architectural Drawings including architectural drawings register (Jon Matthews

Architects); Bat Survey (E3P); Blue and Green Infrastructure Statement (Planit-IE); Broadband Connectivity Assessment (Gtech Surveys), Construction Management Plan (Portwood Developments), Crime Impact Assessment (GMP); Daylight and Sunlight Assessment (Grey Scanlan Hill); Design and Access Statement including residential standards (Jon Matthews Architects with Planit-IE); Energy Strategy (Ridge) - in lieu of validation checklist requirement 'environmental standards'; Fire Statement (Design Fire Consultants); Flood Risk Assessment and Drainage Strategy Report (Ridge); Heritage Statement (University of Salford), Lighting Layout (Ridge), Local Labour Agreement (WSP); Management Strategy (Portwood Developments Limited); Noise Assessment (DBX Acoustics); Phase 1 Geo-technical Assessment (E3P); Planning Statement (WSP); Statement of Community Involvement (WSP); Tall Buildings Assessment (WSP); Townscape and Visual Impact Assessment (Planit-IE); Transport Assessment and Travel Plan (SK Transport), TV, Reception Assessment (Gtech Surveys); Viability Appraisal (Savills) and Wind Assessment (Architectural Aero) stamped as received by the City Council, as Local Planning Authority 20 September 2021.

- o Fire Safety Statement dated 10 November 2021 (Design Fire Consultants)
- o Fire Safety Statement dated 2 December 2021 (Design Fire Consultants)
- o Email correspondence from Greater Manchester Fire and Rescue dated 11 December 2021

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

- 3) The development shall be carried out in accordance with the Generic Quantitative Risk Assessment for Rochdale Road, Manchester (dated January 2023) by Waterman Infrastructure & Environment Limited, including - A factual Geo-Environmental report by Geotech Ltd dated Nov. 2022, and - A Foundation works risk assessment report for Rochdale Road, Manchester (dated Dec. 2022) by Waterman Infrastructure & Environment Limited. The above documents were received by the City Council, as Local Planning Authority, on the 12 January 2023 (as approved under CDN/23/0021).

The approved details shall then be implemented during the construction of the development.

Reason - Piling or any other foundation using penetrative methods can result in risks to potable supplies (pollution/turbidity, risk of mobilising contamination) drilling through different aquifers and creating preferential pathways. It is therefore necessary to demonstrate that piling will not result in contamination of groundwater. In addition, piling can affect the adjacent railway network which also requires consideration pursuant to policies SP1, EN17 and EN18 of the Manchester Core Strategy (2012).

- 4) Vegetation clearance shall take place in accordance with Demolition Works - Nesting Bird Protection Method Statement prepared by Leigh Consulting received by the City Council, as Local Planning Authority, on the 12 December 2022 (as approved under CDN/22/0893).

Any method statement shall then be implemented for the duration of the demolition works.

Reason - In order to protect wildlife from works that may impact on their habitats pursuant to policy EN15 of the Manchester Core Strategy (2012).

- 5) (a) The drainage scheme shall be carried out in accordance with the Drainage documentation received by the City Council, as Local Planning Authority, on the 9 February 2023 - Drawing C5 23 C002-WSL-SI-ZZ-DR-D-92001-P03 and UU confirmation received on the 17 March 2023 (as approved CDN/23/0085).

(b) The development shall then be constructed in accordance with the approved details, within an agreed timescale.

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution pursuant to policies SP1, EN14 and DM1 of the Manchester Core Strategy (2012).

- 6) The development shall be carried out in accordance with the Written scheme of investigation received by the City Council, as Local Planning Authority, on the 12 December 2022 (as approved under CDN/22/0893) and Archaeological Building Record and Archaeological Trail Trenching received by the City Council, as Local Planning Authority, on the 9 March 2023 (as approved CDN/23/0165) and - Building Recording, Archaeological Evaluation and Watching Brief Report no. 4054 November 2023 received by the City Council, as Local Planning Authority, on the 17 November 2023 (as approved under CDN/23/0790).

Reason- To record and advance understanding of heritage assets impacted on by the development and to make information about the heritage interest publicly accessible pursuant to policy EN3 of the Manchester Core Strategy (2012), saved policy DC20 of the Unitary Development Plan for the City of Manchester (1995) and NPPF.

- 7) a) The development shall be carried out in accordance with the Controlled Waters Assessment, Technical Note dated April 2023 prepared by Waterman Infrastructure & Environment Limited, and a - Remediation Strategy dated April 2023 by Waterman Infrastructure & Environment Limited Both received by the City Council, as Local Planning Authority, on the 15 May 2023 - Email from the Watermann Group dated the 22 June 2023 including Gas Membrane - Email from the MGoff Group dated 12 July 2023 (as approved under [CDN/23/0306](#))

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 the 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.

b) When the development commences, the development shall be carried out in accordance with the previously agreed Remediation Strategy and a Completion/Verification Report shall be submitted to and approved in writing by the City Council as local planning authority prior to the first occupation of the residential element of the scheme.

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

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

- 8) The development shall be carried out in accordance with Construction management plan and dust management plan received by the City Council, as Local Planning Authority, on the 12 January 2023 - Email from Phil Garner dated the 26 January 2023 (as approved under CDN/23/0021).

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

The 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 (July 2012).

- 9) The materials for the development shall be carried out in accordance with Material schedule received by the City Council, as Local Planning Authority, on the 25 September 2023 - Mock up panel and specification received by the City Council, as Local Planning Authority, on the 22 February 2022 (as approved by CDN/23/0641).

The approved materials shall then be implemented as part of the development.

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

- 10) The window reveals, soffits and vents for the development shall be carried out in accordance with drawings 136-JMA-B1-00-E-A-104200 B, 136-JMA-B2-00-E-A-104202 B and 136-JMA-B2-10-E-A-104201 C stamped as received by the City Council, as Local Planning Authority, on the 3 December 2021

Reason - In the interest of preserving the architectural detailing on the scheme pursuant to policies EN1 and DM1 of the Manchester Core Strategy (2012).

- 11)) The development shall be carried out in accordance with Local Benefit Proposal received by the City Council, as Local Planning Authority, on the 9 February 2023 (as approved under CDN/23/0085).

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) The development was completed in accordance with the KPI indicator received by the City Council, as Local Planning Authority, on the 9 April 2026, Email from Phil Garner received by the City Council, as Local Planning Authority, on the 27 April 2026 and Local Labour report received by the City Council, as Local Planning Authority, on the 9 April 2026 (as approved under CDN/26/0139).

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

- 12) The boundary treatment shall be carried out in accordance with Drawings 23C002-ID-005-00-Planning Update Report DVN; 23C002-PLA-XX-XX-DR-L-0002-General Arrangement; 23C002-PLA-XX-XX-DR-L-1002; 23C002-PLA-XX-XX-DR-L-5004; 23C002-PLA-XX-XX-DR-L-5006; 23C002-PLA-XX-XX-DR-L-5007; 23C002-PLA-XX-XX-DR-L-5008; 23C002-PLA-XX-XX-DR-L-6000; 23C002-PLA-XX-XX-DR-L-7004; 23C002-PLA-XX-XX-DR-L-7009; 2624-PLA-XX-XX-DR-L-0002; 2624-PLA-XX-XX-DR-L-1002 received by the City Council, as Local Planning Authority, on the 9 November 2023 (as approved under CDN/23/0768).

The approved details shall then be implemented as part of the development and be in place prior to the first occupation of the development.

The boundary treatment shall be retained and maintained in situ thereafter and notwithstanding the provisions of the Town and Country Planning (General Permitted Development) Order 2015 (or any order revoking or re-enacting that Order with or

without modification) no boundary treatment shall be erected on site, other than that shown on the approved plans.

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

- 13) Prior to the first occupation of the development hereby approved, details of the implementation, maintenance and management of the sustainable drainage scheme for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority.

For the avoidance of doubt the scheme shall include the following:

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

The approved scheme shall then be implemented in accordance with the details and thereafter managed and maintained for as long as the development remains in use.

Reason - To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution pursuant to policies SP1, EN14 and DM1 of the Manchester Core Strategy (2012).

- 14) The development hereby approved shall be carried out in accordance with the Energy Strategy (Ridge) - in lieu of validation checklist requirement 'environmental standards' stamped as received by the City Council, as Local Planning Authority, on the 20 September 2021.

The post construction review Energy statement received by the City Council, as Local Planning Authority, on the 11 February 2026 as approved under CDN/26/0139.

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

- 15) (a) Prior to first occupation of the residential element hereby approved, the Phase 1 landscaping scheme, as shown on drawings 23C002-PLA-XX-XX-DR-L-0002 D4 C08; 23C002-PLA-XX-XX-DR-L-1001 D4 C06; 23C002-PLA-XX-XX-DR-L-1002 D4 C05; 23C002-PLA-XX-XX-DR-L-2000 D4 C06; 23C002-PLA-XX-XX-DR-L-3000 D4 C04 received by the City Council, as Local Planning Authority, on the 31 March 2026 (Phase 1 Works) shall be implemented.

(b) In the event that development does not commence on the Phase 2 land within 3 years of the date of this planning permission, the Phase 2 landscaping scheme shall be implemented and carried out in accordance with drawings 23C002-PLA-XX-XX-DR-L-0002 D4 C07; 23C002-PLA-XX-XX-DR-L-1001 D4 C05; 23C002-PLA-XX-XX-DR-L-1002 D4 C04; 23C002-PLA-XX-XX-DR-L-2000 D4 C05; 23C002-PLA-XX-XX-DR-L-3000 D4 C03 received by the City Council, as Local Planning Authority, on the 31 March 2026. The landscaping works shall be completed within 6 months of the expiration of the 3 years period (Phase 2 Works) and written confirmation shall be provided to the City Council, as Local Planning Authority, once the works have been completed within that period.

(c) If within a period of 5 years from the date of the planting of any tree or shrub (forming part of either parts (a) or (b) of this condition), that tree or shrub or any tree or shrub planted in replacement for it, is removed, uprooted or destroyed or dies, or becomes, in the opinion of the local Planning Authority, seriously damaged or defective, another tree or shrub of the same species and size as that originally planted shall be planted at the same place.

Reason - To ensure that a satisfactory landscaping scheme for the development is carried out that respects the character and visual amenities of the area, in accordance with policies SP1, EN9 and DM1 of the Core Strategy.

- 16) The landscape management shall be carried out in accordance with 23C002-001-00-Landscape Maintenance and Management Plan Issue - 11-03-25-P01 received by the City Council, as Local Planning Authority, on the 9 May 2025; 23C002-AEW-SI-00-DR-A-1004 Rev C02 received by the City Council, as Local Planning Authority, on the 27 June 2025; and Correspondence dated 27 June 2025 (as approved under CDN/25/0439)

The management plan shall then be implemented as part of the development and remain in place for as long as the development remains in use.

Reason - To ensure that the satisfactory landscaping scheme for the development is maintained in the interest of the character and visual amenity of the area, in accordance with policies SP1, EN9 and DM1 of the Core Strategy.

- 17) (a) The plant shall be carried out in accordance with Planning Condition 17 6820-16 6820-17 received by the City Council, as Local Planning Authority, on the 9 May 2025 (as approved under CDN/25/0439).

For the avoidance of doubt, externally mounted plant, equipment and servicing shall be selected and/or acoustically treated in accordance with a scheme designed so as to achieve a rating level of 5 db (Laeq) below the typical background (La90) level at the nearest noise sensitive location.

(b) Noise verification has been provided within in Document: Downtown Victoria North - Planning Condition Verification, stamped as received by the City Council as Local Planning Authority the 14 May 2026 (as approved under OTH-2026-000339)

Reason - To minimise the impact of plant on the occupants of the development pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

- 18) The development shall be carried out in accordance with the details approved as part of CDN/24/0936).

Reason - In order to limit the outbreak of noise from the commercial premises pursuant to policies SP1 and DM1 of the Core Strategy (2007) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

- 19) Notwithstanding the Noise Assessment (DBX Acoustics) stamped as received by the City Council, as Local Planning Authority, on the 20 September 2021, prior to the first occupation of the development a scheme for acoustically insulating the proposed residential accommodation against noise from the local traffic network shall be submitted for approval in writing by the City Council, as Local Planning Authority. The approved noise insulation scheme shall be completed before the first occupation of the development.

Noise survey data must include measurements taken during a rush-hour period and night time to determine the appropriate sound insulation measures necessary. The following noise criteria will be required to be achieved:

Bedrooms (night time - 23.00 - 07.00) 30 dB L Aeq (individual noise events shall not exceed 45 dB L Amax,F by more than 15 times)

Living Rooms (daytime - 07.00 - 23.00) 35 dB L Aeq

Gardens and terraces (daytime) 55 dB L Aeq

(b) Prior to the first occupation of the development, a verification report will be required to validate that the work undertaken conforms to the recommendations and requirements approved as part of part (a) of this planning condition. The verification report shall include post completion testing to confirm the noise criteria has been met. In instances of non-conformity, these shall be detailed along with mitigation measures required to ensure compliance with the noise criteria. A verification report and measures shall be agreed until such a time as the development complies with part (a) of this planning condition.

Any mitigation measures shall be implemented in accordance with a timescale to be agreed with the City Council, as Local Planning Authority, and thereafter retained and maintained in situ.

Reason: To secure a reduction in noise from traffic or other sources in order to protect future residents from noise disturbance pursuant to policies SP1, H1 and DM1

of the Core Strategy (2007) and saved policy DC26 of the Unitary Development Plan for the City of Manchester (1995).

- 20) The development shall be carried out in accordance with Site Plan - Waste Strategy Expansion received by the City Council, as Local Planning Authority, on the 30 January 2023 (as approved under CDN/23/0751).

The details of the approved scheme shall be implemented prior to the first occupation of the residential element and shall remain in situ whilst the development is in operation.

Reason - To ensure adequate refuse arrangement are put in place for the residential element of the scheme pursuant to policies EN19 and DM1 of the Manchester Core Strategy.

- 21) The development shall be carried out in accordance with the details approved as part of CDN/24/0936).

Reason - To ensure adequate refuse arrangement are put in place for the commercial element of the scheme pursuant to policies EN19 and DM1 of the Manchester Core Strategy.

- 22) The development shall be carried out in accordance with the details approved as part of CDN/24/0936).

Reason - To ensure appropriate fume extraction is provided for the commercial units pursuant to policies SP1 and DM1 of the Manchester Core Strategy and saved policy DC10 of the Unitary Development Plan for the City of Manchester (1995).

- 23) The development shall be carried out in accordance with the details approved as part of CDN/24/0936).

Reason - To ensure that the roller shutters are appropriate in visual amenity terms pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012).

- 24) The lighting scheme shall be carried out in accordance with 3C002-HEC-XX-ZZ-DR-E-6000, LS0890-DVN-EX-P02, AVIO BOLLARD LIGHT SPEC, DASAR 1200 LIGHT SPEC, HELIA LED TECHNICAL DATA, OLIVIO PICCOLO LIGHT SPEC received by the City Council, as Local Planning Authority, on the 24 November 2025 (as approved under CDN/25/1116).

The approved scheme shall be implemented in full prior to the first occupation of the development and shall remain in operation for so long as the development is occupied.

Reason - In the interests of amenity, crime reduction and the personal safety of those using and ensure that lighting is installed which is sensitive to the bat environment the proposed development in order to comply with the requirements of policies SP1 and DM1 of the Core Strategy.

- 25) If any lighting at the development hereby approved, when illuminated, causes glare or light spillage which in the opinion of the Council as local planning authority causes detriment to adjoining and nearby residential properties, within 14 days of a written request, a scheme for the elimination of such glare or light spillage shall be submitted to the Council as local planning authority and once approved shall thereafter be retained in accordance with details which have received prior written approval of the City Council as Local Planning Authority.

Reason - In order to minimise the impact of the illumination of the lights on the occupiers of nearby residential accommodation, pursuant to policies SP1 and DM1 of the Core Strategy.

- 26) Deliveries, servicing and collections including waste collections shall not take place outside the following hours:

Monday to Saturday 07:30 to 20:00

Sundays (and Bank Holidays): 10:00 to 18:00

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

- 27) The commercial unit hereby approved, as indicated on drawings 136-JMA-MP-XX-P-A-001005 Rev A and 136-JMA-MP-XX-P-A-022200 Rev A stamped as received by the City Council, as Local Planning Authority 6 November 2021, shall not be open outside the following hours:-

Monday to Saturday 08:00 to 23:30

Sundays (and Bank Holidays): 10:00 to 22:00

There shall be no amplified sound or any amplified music at any time within the unit.

Reason - In interests of residential amenity in order to reduce noise and general disturbance in accordance with saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy.

- 28) The commercial unit as shown on drawings 136-JMA-MP-XX-P-A-001005 Rev A and 136-JMA-MP-XX-P-A-022200 Rev A stamped as received by the City Council, as Local Planning Authority 6 November 2021, shall remain as separate units and shall not be sub divided or amalgamated without the benefit of planning permission being secured.

Reason- In the interests of residential amenity and to ensure the future viability and vitality of the commercial units pursuant to saved policy DC26 of the Unitary Development Plan for the City of Manchester and policies DM1, C5 and SP1 of the Manchester Core Strategy.

- 29) The commercial unit, as indicated on drawings 136-JMA-MP-XX-P-A-001005 Rev A and 136-JMA-MP-XX-P-A-022200 Rev A stamped as received by the City Council, as Local Planning Authority 6 November 2021, can be occupied as Use Class E (excluding convenience retail and a gymnasium) and residents lounge and for no other purpose of The Town and Country Planning (Use Classes) Order 1987 (or any order revoking and re-enacting that Order with or without modification). The first use of the commercial unit to be implemented shall thereafter be the permitted use of that unit

Reason - For the avoidance of doubt and in order to secure a satisfactory form of development due to the particular circumstance of the application site, ensuring the vitality of the units and in the interest of residential amenity, pursuant policy DM1 of the Core Strategy for Manchester .

- 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 part of the development (apart from the commercial unit) 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). For the avoidance of doubt, this does not preclude two unrelated people sharing a property.

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

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

Reason - 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 Core Strategy for Manchester and the guidance contained within the National Planning Policy Framework.

- 32) The development shall be carried out in accordance with the Crime Impact Statement prepared by Design for Security at Greater Manchester Police stamped as received by the City Council, as Local Planning Authority, on the 11 May 2020. The development shall only be carried out in accordance with these approved details. Prior to the first occupation of the development, the Council as Local Planning Authority must acknowledge in writing that it has received written confirmation of a Secured by Design accreditation.

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

- 33) The development hereby approved shall be carried out in accordance with the Framework Travel Plan stamped as received by the City Council, as Local Planning Authority, on the 20 September 2021.

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 living at the development;
- ii) a commitment to surveying the travel patterns of residents/staff during the first three months of the first use of the building 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

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

Reason - To assist promoting the use of sustainable forms of travel for residents, pursuant to policies T1, T2 and DM1 of the Manchester Core Strategy (2012).

- 34) Prior to the first occupation of the residential element, the 237 space cycle stores shall be implemented in accordance with drawings 136-JMA-MP-XX-P-A-001005 Rev A and 136-JMA-MP-XX-P-A-022200 Rev A stamped as received by the City Council, as Local Planning Authority 6 November 2021 and thereafter retained and maintained in situ.

Reason - To ensure there is sufficient cycles stand provision at the development and the residents in order to support modal shift measures pursuant to policies SP1, T1, T2 and DM1 of the Manchester Core Strategy (2012).

- 35) Prior to the first occupation of the residential element of the development hereby approved, the car parking spaces, as indicated on drawing 136-JMA-MP-LG-P-A022199 as received by the City Council, as Local Planning Authority, on the 14 February 2024 shall then be implemented, made available and remain in situ for as long as the development remains in use.

Reason - To ensure sufficient disabled car parking and disabled parking is available for occupants of the development pursuant to policies SP1, T1, and DM1 of the Manchester Core Strategy (2012).

- 36) The highway works shall be carried out in accordance with 23C002-PLA-XX-XX-DR-L-1001 and 23C002-PLA-XX-XX-DR-L-0002 received by the City Council, as Local Planning Authority, on the 6 May 2026 (as approved under OTH-2026-000211).

The approved scheme shall be implemented and be in place within eight months of the first occupation of the residential element of the development and thereafter retained and maintained in situ.

Reason - To ensure safe access to the development site in the interest of pedestrian and highway safety pursuant to policies SP1, EN1 and DM1 of the Manchester Core Strategy (2012).

- 37) Notwithstanding the TV Reception Survey, stamped as received by the City Council, as Local Planning Authority, on the 20 September 2021, within one month of the practical completion of the development, and at any other time during the construction of the development if requested in writing by the City Council as Local Planning Authority, in response to identified television signal reception problems within the potential impact area a study to identify such measures necessary to maintain at least the pre-existing level and quality of signal reception identified in the survey carried out above for the development shall be submitted for approval in writing by the City Council, as Local Planning Authority. The measures identified must be carried out either before the development is first occupied or within one month of the study being submitted for approval in writing to the City Council as Local Planning Authority, whichever is the earlier.

Reason - To provide an indication of the area of television signal reception likely to be affected by the development to provide a basis on which to assess the extent to which the development during construction and once built, will affect television reception and to ensure that the development at least maintains the existing level and quality of television signal reception - In the interest of residential amenity, as specified in policy DM1 of Core Strategy.

- 38) The EV charging shall be carried out in accordance with 23C002-HEC-B3-ZZ-DR-E-6200, 23C002-HEC-B4-ZZ-DR-E-6202, 23C002-HEC-ZZ-B1-DR-E-6200 received by the City Council, as Local Planning Authority, on the 24 November 2025 - EV charger specification received by the City Council, as Local Planning Authority, on the 19 December 2025 (as approved under CDN/25/1116) and shall be implemented and remain available for as long as the development is in situ.

Reason - In the interest of air quality pursuant to policies SP1 and EN16 of the Manchester Core Strategy (2012).

- 39) The bird and bat box strategy shall be carried out in accordance with C39 23C002-AEW-B1-XX-DR-A-3100-A1-C01-B1 - North Elevation C39 23C002-AEW-B1-XX-DR-A-3103-A1-C01-B1 - West Elevation C39 23C002-AEW-B2-XX-DR-A-3205-A1-C01-B2 - West Elevation C39 Bird and Bat Box Provision non-combustible brick details C39 Bird Brick Houses Limited list of boxes Received by the City Council, as Local Planning Authority, on the 4 October 2024 (as approved under CDN/24/0936).

Reason - To provide new habitats for birds and bats pursuant to policies SP1 and EN15 of the Manchester Core Strategy (2012).

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

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

- 41) The signage strategy shall be carried out in accordance with Drawing: 23C002-AEW-XX-XX-SK-A-9427-S0-P0, stamped as received by the City Council, as Local Planning Authority, on the 19 March 2026, Drawings: External Signs (3X), stamped as received by the City Council, as Local Planning Authority, on the 19 March 2026 and Correspondence: Materials and Dimensions, stamped as received by the City Council, as Local Planning Authority, on the 30 April 2026 (as approved under CDN/26/0257).

The approved strategy shall then be implemented for the development and used to inform any future advertisement applications for the building.

Reason - In the interest of visual amenity pursuant to policies SP1 and DM1 of the Manchester Core Strategy (2012).

- 42) All windows at ground level with the exception of the WC and bathrooms, unless shown otherwise on the approved drawings detailed in condition 2, shall be retained as a clear glazed window opening at all times and views into the premises shall not be screened or obscured in any way.

Reason - The clear glazed window(s) is an integral and important element in design of the ground level elevations and are important in maintaining a visually interesting street-scene consistent with the use of such areas by members of the public, and so as to be consistent with saved policy DC14 of the Unitary Development Plan for the City of Manchester and policies SP1 and DM1 of the Core Strategy.

- 43) The development hereby approved shall include for full disabled access to be provided to the amenity areas and communal walkways and via the main entrances and to the floors above.

Reason - To ensure that satisfactory disabled access is provided by reference to the provisions Core Strategy policy DM1.

- 44) No doors (other than those designated as fire exits) shall open outwards onto adjacent pedestrian routes.

Reason - In the interest of pedestrian safety pursuant to policy DM1 of the Manchester Core Strategy (2012).

- 45) The solar panels shall be carried out in accordance with ValkPVplanner Project report Project name: BLOCK 3-ROCHDALE ROAD ValkPVplanner Project report Project name: BLOCK 4-ROCHDALE ROAD received by the City Council, as Local Planning Authority, on the 9 May 2025 (as approved under CDN/25/0439).

The approved details shall then be implemented prior to the first use of the development and thereafter retained and maintained in situ.

Reason - In the interest of ensuring the solar panels are installed and to ensure that they are appropriate in terms of visual amenity pursuant to policies SP1, EN1, EN6 and DM1 of the Manchester Core Strategy (2012).

- 46) All tree work should be carried out by a competent contractor in accordance with British Standard BS 3998 "Recommendations for Tree Work".

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

- 47) The ASHP shall be carried out in accordance with the details approved as part of CDN/25/0439).

The approved details shall then be implemented prior to the first use of the development and thereafter retained and maintained in situ.

Reason - In the interest of ensuring the air source heat pumps are installed and to ensure that they are appropriate in terms of visual amenity pursuant to policies SP1, EN1, EN6 and DM1 of the Manchester Core Strategy (2012).

- 48) (a) The children's play provision shall be carried out in accordance with covering note and associated drawing received by the City Council, as Local Planning Authority, on the 8 January 2026 (as approved under CDN/26/0017)

(b) The approved scheme shall be implemented prior to the first occupation of the residential element of the development and thereafter retained and maintained in situ.

Reason - In order to explore to the potential for children's play provision at the site as part of the scheme pursuant to policies SP1 and DM1 of the Core Strategy.

49) For the purposes of this planning permission the following phases apply:

- Phase 1 Landscaping works: relate to land shown on drawing 23C002-PLA-XX-XX-DR-L-0002 C08 received by the City Council, as Local Planning Authority, on the 31 March 2026 and includes interim landscaping works in advance of development on Phase 2 land.
- Phase 2 Landscaping Works: relate to land shown on drawing 23C002-PLA-XX-XX-DR-L-0002 C07 received by the City Council, as Local Planning Authority, on the 31 March 2026 and includes final landscaping works in the event development does not take place on the Phase 2 land in the defined period as stated in condition 15.

Reason – In the interest of having clearly defined phases with regards to the delivery of landscaping works pursuant to policy SP1 of the Manchester Core Strategy (2012).

Informatives

S278

It is expected that all modifications / improvements to the public highway are achieved with a maximum carbon footprint of 40%. Materials used during this process must also be a minimum of 40% recycled and fully recyclable. Developers will be expected to demonstrate that these standards can be met prior to planning conditions being discharged. The developer is to agree the above with MCC's Statutory Approvals and Network Resilience Teams post planning approval and prior to construction taking place

Regarding S278 agreements a deposit is required to begin an application, additional costs will be payable and are to be agreed with S278 team. A S278 is required for works to the adopted highway, minimum standard S278 technical approval timescale is between 4-6 months, TRO's can take 10-12 months. An independent 'Stage 2' Road Safety Audit will be required and the design may require changes if any issues are raised with all costs attributable to the Developer. A 'Stage 1' Road Safety Audit should be completed during the planning stage and a copy of the report (with Designer's Response) is to be made available to the Statutory Approvals Team upon request

BC

You should ensure that the proposal is discussed in full with Building Control to ensure they meet with the guidance contained in the Building Regulations for fire safety. Should it be necessary to change the development due to conflicts with Building Regulations, you should also discuss the changes with the Planning team to ensure they do not materially affect your permission.

Building Regulations 2010

This permission does not grant approval under Building Regulations.

Street Naming & Numbering Requirements

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

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

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

You can apply online at the following address: www.manchester.gov.uk/roads-and-transport/street-naming-and-numbering

Date:

DRAFT DECISION

DRAFT

Notes

1. This permission refers only to that required under the Town and Country Planning Act 1990 does not include any consent or approval under any other enactment, byelaw, order or regulation.
2. If the applicant is aggrieved by the decision of the local planning authority to refuse permission or approval for the proposed development, or to grant permission or approval subject to conditions, they may appeal to the Secretary of State in accordance with Section 78(1) of the Town and Country Planning Act 1990 within six months of the date of the notice of the decision.

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

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

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

3. The statutory requirements are those set out in Section 79(6) of the Town and Country Planning Act 1990, namely Sections 70(1) and 72(1) of the Act.
4. If either the local planning authority or the Secretary of State refuses permission to develop land or grants it subject to conditions, the owner may claim that they can neither put the land to a reasonably beneficial use in its existing state nor render the land capable of a reasonably beneficial use by the carrying out of any development which has been or would be permitted.

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

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

SCHEDULE 3

THE OWNER'S GENERAL COVENANTS

The Owner hereby covenants with the Council as follows:

1. To notify the Council in writing;
 - 1.1 within five (5) Working Days of Commencement of Development that development has Commenced;
 - 1.2 within 10 (ten) Working Days of the Completion of Construction of 75% of the Dwellings; and
 - 1.3 within 5 (five) Working Days of Completion of Construction of all of the Dwellings constructed as part of the Development.
 - 1.4 From the date of this Agreement not to allow permit or carry out any further development pursuant to the First Planning Permission.
 - 1.5 To pay to the Council the Contribution on the date of this Agreement.
2. Within ten (10) Working Days of the Calculation Date
 - 2.1 to confirm to the Council in writing whether the Development was subject to a Pre-Sale, and
 - 2.2 to provide the Council with a copy of the Viability Appraisal for possible agreement by the Council.
3. Within twenty-eight (28) Working Days of its receipt of the Viability Appraisal the Council shall give written notice to the Owners either: -
 - 3.1 Stating that it accepts the Viability Appraisal or
 - 3.2 Correcting or challenging any of the amounts or conclusions included in the Viability Appraisal and giving details of the disputed amounts or conclusions;
4. In the event that the Council shall have served a notice on the Owners pursuant to paragraph 3.2 of this Schedule 3 the Owners and the Council shall use reasonable endeavours to reach agreement in respect of the Viability Appraisal but if the Owners and the Council shall have failed to agree the Viability Appraisal within twenty-eight (28) Working Days of the notice served by the Council pursuant to Paragraph 3.2 of this Schedule 3, then the matter in dispute shall be referred to the Chartered Surveyor, in accordance with the provisions of Clause 7 with the Chartered Surveyor being requested that he/she should as soon as practicable issue a written determination as to the matter in dispute and a written determination of the correct Viability Appraisal, which both Parties agree will be final and binding upon them;
5. The Viability Appraisal not by way of limitation shall include and confirm:
 - 6.1 the GDV; and
 - 6.2 the GDC;
6. Viability Payment

- 6.1 In the event that the Viability Appraisal is agreed by the Council or determined pursuant to paragraph 4 of this Schedule 3 and the information contained therein shows that in accordance with the provisions of this Agreement a Viability Payment is due then the Owners shall pay to the Council the Viability Payment PROVIDED ALWAYS that this does not exceed the Maximum Contribution in accordance with paragraph 6.2 below;
- 6.2 The Owners shall pay to the Council 50% of the Viability Payment within twenty-one (21) days of the agreement by the Council of the Viability Appraisal or if applicable within twenty-one (21) days of the Viability Appraisal being determined pursuant to Paragraph 4 of this Schedule 3.
- 6.4 For the avoidance of doubt the Council agrees that the Owners may retain 50% of any Viability Payment found to be due pursuant to this Agreement.
- 6.3 In the event that the information contained in the Viability Appraisal (as agreed by the Council or determined pursuant to paragraph 4 of this Schedule 3) shows that a Viability Payment is not due then it is agreed by the Council that the Viability Payment shall not be payable although the Viability Assessment Fee shall still be due.

SCHEDULE 4

The COUNCIL'S COVENANTS

The Council hereby covenants with the Owner as follows:

1. To use any Viability Payment towards the provision of Affordable Housing within the Administrative Boundaries of Manchester and for no other purpose.
2. At the written request of the Owner to provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed within twenty (20) Working Days of receipt of the request.
3. The Council shall provide written details of any expenditure incurred by the Council using the Viability Payment within 20 Working Days of a written request to do so from the party/person who made the payment to the Council.
5. To issue the Planning Permission within two (2) Working Days of the date hereof.

SCHEDULE 5**VIABILITY TEMPLATE****87 Rochdale Road, Manchester****Open Market Gross Development Value (GDV)****Open Market Net Development Value (NDV) = GDV less Sales Incentives****GDV of Pre-Sale (PS) Element (Contract to be evidenced)**

Profit Level – based upon 20% of GDV of Open Market Value	£
Profit Level — based upon 15% of GDV of Pre Sale	£
All in build cost – Includes (but not limited to) - house build (superstructure), plot costs (incl. substructure), infrastructure, overheads and prelims, operating costs, sales incentives	£
Schedule of abnormals TBA	£
Contingency on build costs and abnormals TBA	£
Professional fees on build costs and abnormals TBA	£
Sales and marketing costs TBA	£
Agreed planning stage Section 106 commuted sum payment	£xxx
Finance cost of TBA	£
Interest cost on deposits - TBA	£
Tax relief - TBA	£
Agreed land value (The Lower of 1). Benchmark Land Value set at planning consent stage of £1,215,000 or 2). Actual land value – to be evidenced)	£
Agreed Stamp Duty - TBA	
Agreed Site Legal & Agents Fees @ 1% of Land Value	
TOTAL COSTS (Costs)	
Gross Margin equals GDV - Costs	
Gross Margin minus Profit Level	
VIABILITY PAYMENT	

NB –The sum of the Initial Contribution (if any) and the Viability Payment shall not exceed the Maximum Contribution

The Headings in the Viability Template are not exhaustive

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 DOWNTOWN MANCHESTER (PROPCO) LIMITED acting:

By two directors:

Signature of Director

Chris McGoff

Name (Capitals)

Signature of Director

Declan McGoff

Name (Capitals)

EXECUTED as a DEED by HERITAGE SQUARE LIMITED acting by [Michael Posen], a director in the presence of:

Signature of director

Signature of witness...

Ingrid Posen

Print name.....

Address...

Occupation...Retired.....

THE COMMON SEAL of **THE**)
GREATER MANCHESTER)
COMBINED AUTHORITY was hereunto)
affixed in pursuance of an Order)
of the said Authority:)

Authorised Signatory: _____

Print Name: _____