

THE COUNCIL OF THE CITY OF MANCHESTER

- and –

(insert details of the Owner)

-and-

(insert details of any Mortgagee)

Deed of Variation

pursuant to Section 106 and Section 106A of the Town and Country Planning Act 1990

relating to land at 2-4 Whitworth Street, Manchester, M1 5WY

City Solicitor

Manchester City Council

P O Box 532

Town Hall

Albert Square

Manchester M60 2LA

L/BH/PLA001/84150

THIS DEED is made the day of 202

BETWEEN

- (1) **THE COUNCIL OF THE CITY OF MANCHESTER** of Town Hall, Albert Square, Manchester ("the Council")
- (2) **Insert the Owner's details** (company registration number (insert detail)) whose registered office is at (insert details) (the "**Owner**"), and
- (3) **Insert details of any Mortgagee** (incorporated in England and Wales with company number (insert detail)) whose registered office is at (insert details) (the "**Mortgagee**")

RECITALS:

- A. The Council is the local planning authority for the purposes of the Town and Country Planning Act 1990 (as amended) (the "**Act**") for the area in which the Site is situate and by whom the obligations in this Deed are enforceable.
- B. On (insert date) the Council (1) Maizelands Limited (2) Arringford Limited (3) and Glenbrook WWS Limited (4) entered into an agreement under section 106 of the Act (the "**Planning Agreement**"). The Planning Agreement bound the freehold of Title Numbers LA198775 and LA263331 (the "**Freehold Titles**"). The Owner now owns the Freehold Titles and an equitable estate in the Adjacent Land (as defined in the Planning Agreement).
- C. The Mortgagee has an interest in the Site by virtue of (insert details)
- D. The purpose of this Deed is to vary the Planning Agreement so that the Freehold Titles and the Adjacent Land (as defined in the Planning Agreement) are bound by the planning obligations contained in the Planning Agreement.
- E. The Owner and the Council have agreed to amend the Planning Agreement as detailed herein and enter into this Deed with the Mortgagee in order to effect the amendment.

NOW THIS DEED WITNESSETH as follows:

1 Interpretation

In this Deed the words and expressions and phrases shall unless the context requires have the meanings prescribed in the Planning Agreement.

2 Planning Obligations and Operative Powers

2.1 This Deed is made pursuant to Section 106 and Section 106A of the Act

2.2 This Deed creates planning obligations which bind the Site and are enforceable by the Council as local planning authority for the purposes of Section 106 of the Act.

3 Effect of this Deed

Save as varied by this Deed, the Planning Agreement shall remain in full force and effect. This Deed shall take effect on the date of this Deed.

4 Variation to the Planning Agreement

The parties hereto hereby agree that the Planning Agreement shall be read and construed as having been varied as follows:

4.1 The definition of "Site" is amended to read:

" "Site" the parcel of land described in Schedule 1 shown for the purpose of identification only edged red on the Plan;"

4.2 Schedule 1 is amended to read:

"The Site

The parcel of land at 2-4 Whitworth Street West, Manchester, M1 5WY shown for the purpose of identification only edged red on the Plan."

4.3 The plan attached to the Planning Agreement is replaced by the plan appended to this Deed and headed "The Plan".

5 Council's Costs

The Owner covenants to pay to the Council on the date of this Deed such reasonable sum as is notified in respect of the Council's legal and administrative costs in connection with this Deed. Receipt by the Council of the payment of such sum shall not create any lawyer-client type contractual relationship between the Council and the Owner nor absolve the Owner from any liability or obligation imposed upon it by the terms of this Deed or by statute or at common law.

6 Local Land Charge

This Deed shall be registered as a local land charge by the Council.

7 Miscellaneous

- a. The provisions of this Deed (other than this clause which shall be of immediate effect) shall be of no effect until this Deed has been dated.
- b. The Owner covenants to the Council to observe and perform the covenants, restrictions and obligations contained in the Planning Agreement as varied by this Deed.
- c. The Owner consents to this Deed and hereby acknowledges that its interests in its equitable estate in the Adjacent Land upon attaining a registered legal title to its equitable estate in the Adjacent Land will be bound by the planning obligations in the Planning Agreement as varied by this Deed.
- d. The Owner covenants to the Council that it will use all reasonable endeavours to deal with all Land Registry requisitions in relation to the Owner's equitable estate in the Adjacent Land to enable the Owner's equitable estate to be registered with legal title at the Land Registry.
- e. The Owner covenants to the Council not to withdraw their application for registration of the Owner's equitable estate in the Adjacent Land.

- f. The Owner covenants to the Council that it will supply the Council with a copy of the completion of registration documentation within 5 Working Days of its receipt from the Land Registry.
- g. All correspondence in connection with this Deed shall be sent to the Council at the following address or such other address as may be notified from time to time: Planning Department, Ref: 141773/FO/2024, Manchester City Council, PO Box 532, Town Hall, Manchester, M60 2LA.

8 Contracts (Rights of Third Parties) Act 1999

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

9 Jurisdiction

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

IN WITNESS whereof the parties hereto have executed this document as a deed and delivered the day and year first before written

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 **(insert details of the Owner)**

acting by a director

DIRECTOR

Signature:

Name: (in block capitals)

IN THE PRESENCE OF

Signature:

Name (in block capitals)

Address

Occupation

(insert attestation clause for any mortgagee)

Appendix
The Plan