

Date 11 MARCH

2025

TERENCE CONNOR

To

ROCHDALE BOROUGH COUNCIL

UNILATERAL UNDERTAKING
IN FAVOUR OF ROCHDALE BOROUGH COUNCIL

**Made under Section 106 of the Town & Country Planning Act
1990 (as amended) relating to:-**

Land at
Ramsden Farm, Roundthorn Road, Middleton, M24 1FT

This **UNDERTAKING** is made on the 11 day of MARCH: two thousand and twenty five by;

1.0 **TERENCE CONNOR** of 1 Woodfield Road, Alkrington, Middleton, Lancashire M24 1NF. ('the Owner') **TO**

2.0 **TO ROCHDALE BOROUGH COUNCIL** of Number One, Riverside, Smith Street, Rochdale OL16 1XU ('the Council')

3.0 **RECITALS**

3.1 This **UNILATERAL UNDERTAKING** relates to land at Ramsden Farm, Roundthorn Road, Middleton, M24 1FT in the Rochdale District edged red on the attached Plan A ('the Land')

3.2 The Owner is the freehold owner of the Land registered with the title absolute under title number MAN104208

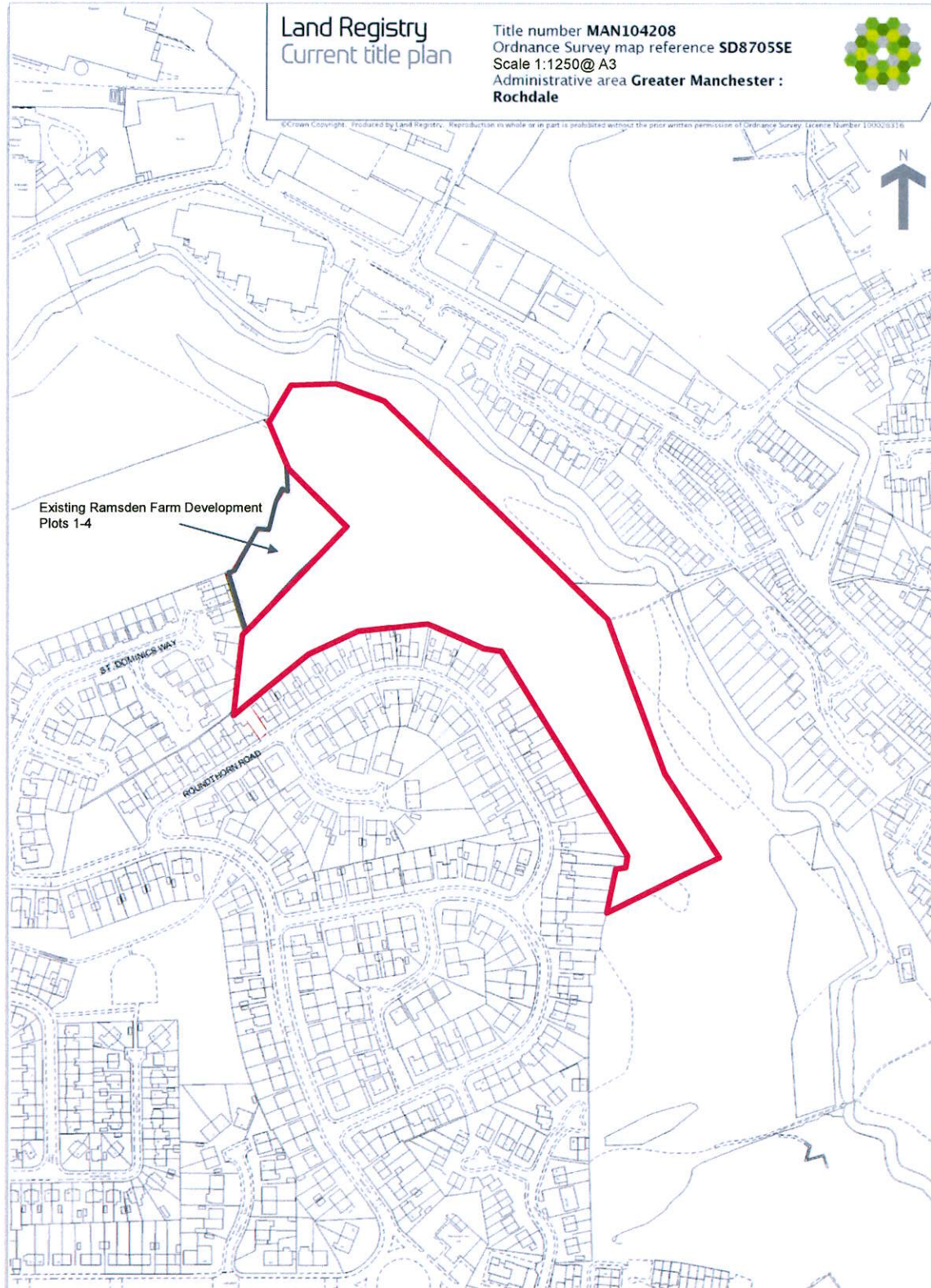
3.3 The Council is the Local Planning Authority by whom the obligations contained in this Deed are enforceable

3.5 The Owner has made the Planning Application to the Council

3.6 The Council has not yet determined the Planning Application and the Owner enters into this **UNDERTAKING** the obligations of which are only enforceable following a grant of the Planning Permission (see Definitions) for the Development

4.0 **DEFINITIONS**

the Act	Means the Town and Country Planning Act 1990 as amended
Development	Means the development of the Land as described in the Planning Application and in accordance with the Planning Permission
Commencement of Development and Commencement Date	Means the carrying out of any material operation as defined by Section 56(4) of the Act in connection with Development and "Commence" and "Commenced" shall be construed accordingly
Commencement Notice	Means the notice served pursuant to clause 2.5. of Schedule 1 hereto a copy of which is attached to this Deed in Schedule 2
Dwelling	Means a building or part of a building designed for residential occupation by a single household and "Dwellings" shall be construed accordingly



Land at Ramsden Farm, off Roundthorn Road, Middleton, M24 1FT
Red line denotes site boundary.

Blue line denotes adjacent land under same ownership

1:1250 @ A3

Extract from Land Registry

Watergrove CGI
architectural visuals
07904971504
3d@watergrove.co.uk
www.3d@watergrove.co.uk

First Occupation	Means first occupation of any Dwelling but does not include temporary occupation for the purposes of construction fitting out or marketing and "First Occupy" shall be construed accordingly
Biodiversity Auditing Fee	Means the sum of £5,560 (five thousand five hundred and sixty pounds) (Index Linked) to be paid to the Council to meet the Councils costs in assessing Biodiversity Monitoring Reports to be submitted in conjunction with the provision and ongoing management and maintenance of BNG on the Site over the 30 year period.
BNG	Means Biodiversity Net Gain
Index	Means the Retail Price Index
Index Linked	Means an increase to the sum to be paid which is calculated by applying to that sum the percentage increase (if any) in the Index between the date of this Undertaking and the date of payment
Interest Rate	Means the rate of 4% above Base Rate of the Barclays Bank Plc from time to time being charged from the date of demand until payment is made
Land	Means land situated at Ramsden Farm, Roundthorn Road, Middleton, M24 1FT shown edged red on the Plan
Monitoring Fee	means the sum of £278 (two hundred and seventy eight pounds) in respect of the monitoring of compliance with the terms of this Deed by the Council;
Planning Application	Means the application for planning permission submitted to the Council for the Development and given reference number 24/00924/FUL
Planning Permission	Means planning permission to be granted by the Council pursuant to the planning application

5.0 INTERPRETATION

- 5.1 Nothing in this Undertaking shall be or shall be construed to be a fetter or restriction on the proper exercise at any time by the Council of any of its statutory powers functions or discretions in relation the Land or otherwise
- 5.2 Words imposing an obligation on a party to do any act whatsoever include an obligation to procure that act and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of that restriction
- 5.3 Words imparting the singular meaning shall unless the context otherwise requires include the plural and vice versa and where there is more than one covenantor all obligations of such covenantors shall be joint and several
- 5.4 The masculine feminine and neuter genders include each of the other genders and words denoting persons shall include corporations and vice versa
- 5.5 A reference to any Clause or Schedule (or any part of them) is unless the context otherwise requires a reference to a Clause or Schedule (or any part of them) contained in this Undertaking
- 5.6 A reference to an Act of Parliament or Statutory Instrument refers to the Act or Statutory Instrument as it applies at the date of this Undertaking SAVE THAT in the event any such Act or Statutory Instrument is consolidated amended or re-enacted then any reference to such Act or Statutory Instrument refers to that Act or Statutory Instrument as consolidated amended or re-enacted from time to time
- 5.7 References to any party in this Undertaking shall include the successors in title and assigns of that party and in the case of the Council includes any successor local planning authority exercising planning powers under the Act
- 5.8 The provisions of the Schedule shall be deemed imported into the operative parts of this Undertaking
- 6.0 **THE OWNER AND THE DEVELOPER UNDERTAKE AS FOLLOWS: -**
- 6.1 This UNDERTAKING is made pursuant to Section 106 of the Act and all other enabling powers and any enactments replacing or superseding the same with the intent to bind the Owner's interests in the Land and with the intent that the obligations herein contained shall be planning obligations
- 6.2 The planning obligations contained in the Schedule to this Undertaking are enforceable by the Council
- 6.3 Nothing in this Undertaking is or amounts to or shall be construed as a Planning Permission or approval
- 6.4 The Owner hereby covenants with the Council to observe and perform the restrictions stipulations and requirements specified in this Undertaking and the Schedule thereto
- 6.6 The Owner recognises that this planning obligation is a Local Land Charge and registerable as such in the Register of Local Land Charges maintained by the Council

- 6.7 For the purposes of the Contracts (Rights of Third Parties) Act 1999 it is agreed that nothing in this Undertaking shall confer on any third party (other than the Council) any right to enforce or any benefit of any term of this Undertaking
- 6.8 If the Planning Permission should expire (without being renewed or extended) before the Development is Commenced or shall at any time be revoked this Undertaking shall forthwith determine and cease to have effect
- 6.9 Where in this Undertaking the Owner is required to comply with any requirement prior to First Occupation the Owner shall not Occupy nor permit any other person to Occupy any of the Dwellings before the said requirement has been satisfied
- 6.10 For the purposes of the obligation the Owner shall be deemed to have Commenced the Development pursuant to the Planning Permission if they Commence works referable to the Development amounting to a material operation as defined in Section 56(4) of the Act (not being works for which planning permission is not required) on the Land whether or not: -
- (i) The Planning Permission has been issued;
 - (ii) The Owner has satisfied all conditions precedent to commencement set out in the Planning Permission; or
 - (iii) Those works are in accordance with the Planning Permission
- 6.11 It is acknowledged that: -
- (i) The obligations contained in this Undertaking shall take effect upon the Commencement of the Development
 - (ii) No person shall be liable for breach of an obligation or covenant contained in this Undertaking after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of an obligation or covenant prior to parting with such interest

7.0 FURTHER PERMISSION

- 7.1 In the event that an application is made pursuant to Section 73 of the 1990 Act for an amendment to the Planning Permission and planning permission is granted in respect of the application (and the Council is satisfied in its absolute discretion that no revised planning obligations are required as a result of such amendment) references to Planning Permission in this Agreement shall be to both the Planning Permission and any new planning permission granted pursuant to Section 73 of the 1990 Act and this Agreement shall apply to and remain in full force in respect of that new planning permission without the need for a further agreement to be entered into pursuant to Section 106 of the 1990 Act.

SCHEDULE 1

MONITORING FEE

1. To pay the Monitoring Fee to the Council upon the Commencement of Development and not to Commence the Development without having first paid the Monitoring Fee to the Council.

BIODIVERSITY MONITORING CONTRIBUTION

2. To pay the Biodiversity Monitoring Contribution (index linked) to the Council upon the Commencement of Development and not to Commence the Development without having first paid the Monitoring Fee to the Council.
- 2.1 In the event of the Owner failing to settle any account or accounts in relation to payments to be made under this obligation that may be properly and duly rendered to the Owner within fourteen days of despatch to the Owner the sum due shall accrue interest at the Interest Rate.
- 2.2 The Owner shall notify the Council in writing within 14 days of the following events:
 1. The Commencement of the Development
 2. The Occupation of the first Dwelling
 3. The transfer of the ownership of all or part of the Owners interest in the Land (excluding the transfer of an interest in an individual Dwelling)

IN WITNESS of which this Planning Obligation has been duly executed as a Deed on the date and year first before written

EXECUTED as a DEED by

TERENCE CONNOR

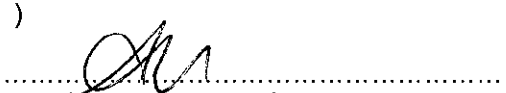


in the presence of:-

Signature of witness

Name (in BLOCK CAPITALS)

Address

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Akeela Majed
136 Stockport Rd.
Cheadle SK8 2DP