
Dated: 25 APRIL 2025

(1) ROCHDALE BOROUGH COUNCIL

(2) AGRON ELEZI

AGREEMENT

under section 106 of the Town and Country Planning Act 1990 relating to Land Bound
By Earl Street, Taylor Street And Bethel Street, Heywood, OL10 1HT

Date of Agreement 25 day of APRIL 2025

BETWEEN

- (1) **ROCHDALE BOROUGH COUNCIL**, of Number One, Riverside, Smith Street, Rochdale OL16 1XU ("the Council")
- (2) **AGRON ELEZI** (of 1 Leicester Street, Manchester, M8 0GZ ("the Owner")

INTRODUCTION

1. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Site is located and by whom the planning obligations contained in this Deed are enforceable.
2. The Owner is the owner of the freehold estate of the Site legal title to which is registered under Title Number GM454662.
3. The Application has been submitted to the Council and the parties have agreed to enter into this Deed in order to secure the planning obligations contained herein.
4. The Council has resolved to grant the Planning Permission subject to conditions and the prior completion of this Deed.
5. The Council and the Owner are satisfied that the obligations set out in this Agreement satisfy the three tests for planning obligations set out in Regulation 122(2) of the Community Infrastructure Levy Regulations 2010 as amended.

NOW THIS DEED WITNESSETH AS FOLLOWS:

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following words and expressions have the following meanings:

"Act" means the Town and Country Planning Act 1990

**"Affordable Housing" and
"Affordable Dwellings"** has the meaning set out in Annex 2 of the National Planning Policy Framework (December 2023)

Affordable Housing Contribution

means if necessary, a financial contribution to be calculated and submitted for approval to the Council to cover any shortfall in the provision of the full policy on-site requirement of Affordable Housing in compliance with Policy C4 of the Rochdale Borough Council adopted Core Strategy and the Affordable Housing SPD to be utilised by the Council in-lieu for the provision of off-site Affordable Housing by the Council within its administrative borough

“Affordable Housing Units”

means for the purpose of this Agreement houses provided to eligible households whose needs are not met by the market in accordance with the definition in Annex II of the National Planning Policy Framework (or any successor publication or legislation in respect of Affordable Housing)

Affordable Housing SDP

Means the Affordable Housing Supplementary Planning Document adopted by the Council in March 2008

“Application”

means the Application for planning permission for residential development comprising Erection of a 4-storey building to consist of 23 no. dwellings such application being validated by the Council on 28th September 2023 and allocated number 23/00727/FUL.

“Commencement of Development”

means the carrying out of a material operation in respect of the Development as defined in section 56(4) of the 1990 Act but excluding:

- (a) site investigations or surveys including exploratory boreholes or excavations;
- (b) site clearance;
- (c) the demolition of any buildings or structures on the Site;
- (d) the construction of temporary site access and service roads;
- (e) the erection of construction fencing or hoarding;
- (f) the erection of construction accommodation and facilities;

- (g) works for the provision of drainage or mains services to prepare the Site for development;
- (h) works associated with ecological mitigation;
- (i) the construction of internal site roads and drainage infrastructure serving the Development pursuant to the Planning Permission, and
- (j) the construction of off-site highways works and improvements and junction works

and **"Commence"**, **"Commencement"** and **"Commenced"** will be construed accordingly

"Contributions"

means collectively the Open Space and Outdoor Sports Contribution and the Outdoor Sports provision Contribution and "Contribution" shall be construed accordingly

"Development"

means the development of the Site pursuant to the Planning Permission

"Dwelling"

means any residential dwelling (including a house flat or maisonette) to be constructed on the Site pursuant to the Planning Permission and "Dwellings" shall be construed accordingly

"First Occupation"

means the Occupation of any Dwelling on the Site

"Index"

means the All in Tender Price Index of Building Costs Information Service ("BCIS") as published by the RICS or (during any period where no such index exists) the index which replaces the same or is the nearest equivalent to it;

"Index Linked"

means increases to Contributions in accordance with the following formula:

Amount payable = the payment specified in this deed x (A/B) where:

A= the figure for the Consumer Price Index (All Items) that applied immediately preceding the date the payment is due.

B= the figure for the Consumer Price Index (All Items) that applied when the index was last published prior to the date of this deed.

"Monitoring Fees"

means the sum of £1,547.51 (one Thousand Five Hundred And Forty Seven pounds and Fifty One Pence) being 5% (Five Percent) of the aggregate value of the Contributions

“Occupation”	means the physical occupation of a building in the Development but excluding occupation by personnel engaged in construction, marketing, fitting out, testing, security or estate management and the words “Occupy” and “Occupied” will be construed accordingly
“Off-site Outdoor Sports Contribution	means contribution towards off-site provision of £14,738.25. (Fourteen thousand Seven Hundred and Thirty Eight pounds and Twenty Five pence) payable as a contribution towards sports provision in the vicinity of the Site with priority to be given to outdoor sports provision at Heywood Sports Village 3G Pitch in Rochdale Borough
“Open Space Provision and Maintenance Scheme Contribution”	means Contribution of £16,212.07 (Sixteen Thousand Two Hundred and Twelve Pounds and Seven Pence) payable as a contribution towards play provision in the vicinity of the Site with priority to be given to play provision at the Bullough Moor Argyle street Play Area in Rochdale Borough
“Planning Permission”	means the planning permission to be granted by the Council pursuant to the Application in the form set out at Schedule 4
“Protected Tenant”	Means any person who:- (a) has exercised the right to acquire pursuant to the Housing Act 1996 or any statutory provision for the time being in force (or any equivalent contractual or voluntary right) in respect of a particular Affordable Housing Unit (b) has exercised any statutory right to buy (or any equivalent contractual or voluntary right) in respect of a particular Affordable Housing Unit (c) has been granted a shared ownership lease by a Registered Provider (or similar arrangement where a share of the Affordable Housing Unit is owned by the tenant/owner and a share is owned by the Registered Provider) in respect of a particular Affordable Housing Unit and the person has subsequently staircased out to 100% of the equity pursuant to a shared ownership lease (or purchased from the Registered Provider all the remaining shares so that it owns the entire Affordable Housing Unit pursuant to a similar arrangement where a share of the Affordable Housing Unit is owned by the tenant/owner and a share is owned by the Registered Provider)

“Registered Provider”	means a provider of social housing approved by the Council within the meaning of the Housing and Regeneration Act 2008 (or as redefined by any amendment replacement or re-enactment of such Act)
“Site”	means the land in respect of which the Application has been made and which is described in Schedule 1 and shown edged red on the Site Plan
“Site Plan	means the plan showing the Site edged red appended to this agreement at Appendix 1
“Working Day”	means any day from Monday to Friday inclusive which is not a Bank or Public Holiday and “Working Days” shall be construed accordingly

1.2 Interpretation

In this Deed:

- 1.2.1 words importing one gender shall be construed as importing any other gender;
- 1.2.2 words importing the singular shall be construed as importing the plural and vice versa;
- 1.2.3 words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;
- 1.2.4 where any party comprises more than one person the obligations and liabilities of that party under this Deed shall be joint and several obligations and liabilities of those persons;
- 1.2.5 the clause headings do not form part of this Deed and shall not be taken into account in its construction or interpretation;
- 1.2.6 any reference to a clause or a paragraph or a Schedule is to one in this Agreement so numbered;
- 1.2.7 any reference to a colour or letter is to one on the Plans;
- 1.2.8 in the absence of any contrary provision any reference to a statute includes any statutory modification or re-enactment of it and any and every order instrument regulation direction or plan made or issued under the statute or deriving validity from it; and
- 1.2.9 any reference to any party in this Deed shall include the successors in title to that party and to any deriving title through or under that party and in the case of the Council the successors to its functions.

2. EFFECT OF THIS DEED

- 2.1 This Deed is made pursuant to section 106 of the Act. To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council against the Owner and all successors in title to the Owner.
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.
- 2.3 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Site.
- 2.4 This Deed will be registered as a local land charge in respect of the Site by the Council.
- 2.5 This Deed is conditional upon the grant of the Planning Permission and Commencement, save for the provisions of clauses 2.4, 2.5, 2.6, 2.8, 2.9, 3.3, 6, 7, 8, 10, 11, 12, 13, and 17 of this Deed, which shall have immediate effect.
- 2.6 If Commencement of Development has not taken place within the provisions of Sections 56, 91 and 93 of the Act or quashed or declared unlawful as a result of legal proceedings then this Deed 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.
- 2.7 The Owner on behalf of themselves and any person(s) 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 in this Deed including those obligations set out in **Schedule 2** and hereby agrees until such time as the Deed comes to an end under clause 2.6 or such time as the obligations contained therein are discharged, the Site shall be subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act.
- 2.8 The obligations in this Deed will not be enforceable against: (i) a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker, or (ii) the owners or occupiers of any individual Dwelling erected on the Site pursuant to the Planning Permission, nor the mortgagees or other chargees of any such owners.
- 2.9 Subject always to clause 2.8 above the obligations in this Agreement will not be enforceable against any party acquiring an interest in the Land solely by way of registered legal charge or mortgage, unless that party takes possession of the Land or part thereof, in which case they will be bound by obligations of this Agreement as an owner, in relation to any parts of the Land over which it has a legal charge.
- 2.10 Unless otherwise expressly stated nothing in this Deed prohibits or limits the right to develop any part of the Site in accordance with a planning permission, other than one relating to the Development as specified in the Application, granted after the date of this Deed, whether or not pursuant to an appeal.

3. OBLIGATIONS OF THE PARTIES

- 3.1 The Owner agrees with the Council to comply with the obligations set out in **Schedule 2**, in relation to the Development.
- 3.2 The Council agrees with the Owner to comply with its obligations set out in **Schedule 3**.
- 3.3 The Council will issue the Planning Permission within 10 Working Days of the date of this agreement.
- 3.4 The Council agrees with the Owner to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of then Deed, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.

4. LIABILITY

- 4.1 No person will be liable for any breach of the terms of this Deed occurring after the date on which they part with their interest in the Site or the part or parts of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Deed occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the same will constitute an interest for the purposes of this clause 4.1.
- 4.2 No party shall be bound by the obligations in the Deed, or be subject to enforcement action in respect of a breach of such obligations, unless and until it shall have a freehold or leasehold interest in the Site.
- 4.3 The affordable housing provisions of this agreement shall not be binding on a mortgagee or charge (or any receiver (including an administrative receiver) appointed by such mortgagee or chargee or any other person appointed under any security documentation to enable such mortgagee or chargee to realise its security or any administrator (however so appointed) including a housing administrator (each a Receiver) of the whole or any part of the Affordable Housing Dwellings or any persons or bodies deriving title through such mortgagee or chargee or Receiver PROVIDED THAT such mortgagee or chargee or Receiver shall first give written notice to the Council of its intention to dispose of the Affordable Housing Dwellings and shall have used reasonable endeavours over a period of three months from the date of the written notice to complete a disposal of the Affordable Housing Dwellings to another Register Proprietor or to the Council for a consideration not less than the amount due and outstanding under the terms of the relevant security documentation including all accrued principal monies, interest and costs and expenses; and if such disposal has not completed within the three month period, the mortgagee, chargee or Receiver shall be entitled to dispose of the Affordable Housing Dwellings free from the affordable housing provisions contained in this agreement which provisions shall determine absolutely.

5. TERMINATION OF THIS DEED

- 5.1 If the Planning Permission shall expire before Commencement of Development or shall at any time be lawfully revoked or for any reason cease to remain extant and capable of implementation this Deed shall forthwith determine and cease to have effect in which

case the registration of this Deed on the Register of Local Land Charges and Land Registry will forthwith be cancelled by the Council.

- 5.2 Where the Deed comes to an end under clause 5.1 any monies paid under this Deed to the Council, with the exception of fees paid under clause 7, or any monies lawfully expended by the Council in accordance with the terms of this Deed prior to the termination of the Deed in accordance with **clause 5.1**, shall be returned to the party that made the payment within one month of the Deed coming to an end together with interest accrued on the monies from and including the date of payment to and including the date of repayment.

- 5.3 If the Owner makes a request in writing for the Council to place a note against the entry made in the Local Land Charges Register stating which obligations under this Deed have been discharged and complied with, the Council shall, where it is satisfied that the obligation has been discharged and complied with, within two (2) weeks of receipt of such request place such a note against the entry.

6. NOTICES

- 6.1 Any notice, demand or any other communication served under this Deed will be effective only if delivered by hand or sent by first class post, pre-paid or recorded delivery.

- 6.2 Any notice, demand or any other communication served is to be sent to the address of the relevant party set out at the beginning of this Deed or to such other address as one party may notify in writing to the others at any time as its address for service.

- 6.3 Unless the time of actual receipt is proved, a notice, demand or communication sent by the following means is to be treated as having been served:

6.3.1 if delivered by hand, at the time of delivery;

6.3.2 if sent by post, on the second working day after posting; or

6.3.3 if sent by recorded delivery, at the time delivery was signed for.

- 6.4 If a notice, demand or any other communication is served after 4 00 pm on a Working Day, or on a day that is not a Working Day, it is to be treated as having been served on the next Working Day.

- 6.5 For the avoidance of doubt, where proceedings have been issued in the Courts of England and Wales, the provisions of the Civil Procedure Rules must be complied with in respect of the service of documents in connection with those proceedings.

7. COSTS OF THIS DEED

Upon completion of this Deed the Developer shall pay to the Council its reasonable and proper legal costs and any reasonable disbursements incurred in connection with the preparation, negotiation and completion of this Deed of £2,500.00 (Two Thousand Five Hundred Pounds).

8. CHANGE IN OWNERSHIP

The Owner agrees with the Council to give the Council written notice of any change in ownership of any of its interests in the Site occurring before all the obligations under this Deed 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 the area of the site or unit of occupation purchased by reference to a plan within 10 Working Days of completion of the relevant transfer of an interest or grant of a lease PROVIDED THAT the Owner will not be obliged under this Clause to give written notice to the Council of any disposals of individual Dwellings.

9. SECTION 73 VARIATION

In the event that any new planning permissions are granted in respect of the Planning Permission pursuant to section 73 of the Act then with effect from the date that the new planning permission is granted pursuant to section 73 of the Act;

- 9.1 the obligations in this Deed shall in addition to binding the Site in respect of the Planning Permission relate to and bind the Site in respect of any subsequent planning permission granted pursuant to section 73 of the Act; and
- 9.2 the definitions of Development, Planning Application, and Planning Permission shall be taken to include references to any applications under section 73 of the Act, the planning permissions granted thereunder, and the development permitted by such subsequent planning permissions

PROVIDED THAT nothing in this clause shall fetter the discretion of the Council in determining any applications under section 73 of the Act and the appropriate nature and/or quantum of section 106 obligations in so far as they are materially different to those contained in this Deed and required pursuant to a determination under section 73 of the Act whether by way of a new deed or supplemental deed pursuant to section 106 of the Act or a modification pursuant to section 106A of the Act.

10. VAT

All consideration given in accordance with the terms of this Deed shall be exclusive of value added tax properly payable unless the contrary is provided.

11. DETERMINATION OF DISPUTES

- 11.1 In the event of any dispute or difference between the parties to this Deed in respect of any matter contained in this Deed (other than a dispute or difference relating to a matter of law or concerning the meaning or construction of this Deed) such dispute or difference may be referred to an independent and suitable person holding appropriate professional qualifications to be appointed (in the absence of agreement) by or on behalf of the President for the time being of the professional body chiefly relevant in England to such matters as may be in dispute and such person shall act as an expert whose decision shall be final and binding on the parties in the absence of manifest error and any costs shall be payable by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne by the parties in equal shares.
- 11.2 In the absence of agreement as to the appointment or suitability of the person appointed pursuant to clause 10.1 above, as to the appropriateness of the professional body the such question may be referred by any party to the President for the time being of the Law Society for them to appoint a solicitor to determine the dispute such solicitor acting as an expert and their decision shall be final and binding on all parties in the absence of manifest error and their costs shall be payable by the parties to the dispute in such proportion as they shall determine and failing such determination shall be borne by the parties in equal shares.

- 11.3 Any expert however so appointed shall act as an independent expert and shall be appointed on the basis that:
- 11.3.1 each party may make written representations within ten Working Days of the independent expert's appointment and will copy the written representations to the other party or parties;
 - 11.3.2 each party is to have a further ten Working Days to make written comments on the other's representations and will copy the written comments to the other party or parties;
 - 11.3.3 the appointed expert is to be at liberty to call for such written evidence from the parties and to seek such legal or other expert assistance as they may reasonably require;
 - 11.3.4 the appointed expert is not to take oral representations from the parties without giving all relevant parties the opportunity to be present and to give evidence and to cross-examine each other;
 - 11.3.5 the appointed expert is to have regard to all representations and evidence before them when making their decision, which is to be in writing, and is to give reasons for their decision; and
 - 11.3.6 will use all reasonable endeavours to publish their decision within 30 Working Days of their appointment.
- 11.4 Responsibility for the costs of referring a dispute to an expert under this clause, including costs connected with their appointment and their own costs, but not the legal and other professional costs of any party in relation to a dispute, will be decided by the appointed expert.
- 11.5 Where a party fails to pay any costs of an expert pursuant to clause 11.4 the other party may pay such costs and the sums so paid shall be a debt due from the defaulting party to the paying party upon demand.
- 11.6 Nothing in this clause shall be taken to fetter the parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

12. JURISDICTION

- 12.1 This Deed is to be governed by and interpreted in accordance with the law of England.
- 12.2 The courts of England and Wales are to have jurisdiction in relation to any disputes between the parties arising out of or related to this Deed.

13. THIRD PARTIES

No provisions of this Agreement shall be enforceable under the Contracts (Rights of Third Parties) Act 1999.

14. WAIVER

No waiver (whether express or implied) by the Council of any breach or default in the performance or observance of any of the covenants terms or conditions of this Deed shall constitute a continuing waiver and no such waiver shall prevent the Council from

enforcing any of the relevant covenants terms or conditions or from acting upon any subsequent breach or default.

15. LATE PAYMENT AND INDEXATION

- 15.1 If any payment due under any of the provisions of this Deed is not made on or before the due date the party from whom it was due shall at the same time as making the payment to the other party pay interest at 3% above the base lending rate of Barclays Bank Plc as at the due date for the period starting with the due date and ending with the date on which payment of the sum on which interest is payable is received by the Council.
- 15.2 All financial contributions payable to the Council shall be paid Index Linked
- 15.3 Where reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing

16. DELIVERY

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.

17. EXECUTION

The parties have executed this Agreement as a deed and it is delivered on the date set out above.

SCHEDULE 1

The Site

1 The Freehold land at Earl Street, Taylor Street And Bethel Street, Heywood, OL10 1HT shown outlined in red on the Site Plan and land registered at HM Land Registry with absolute title under title number GM454662

SCHEDULE 2
Owner Obligations

The Owner hereby covenant as follows:

Part 1 AFFORDABLE HOUSING

- 1.1 Not to allow or permit the Commencement of Development until the Owner has submitted to the Council and the Council have approved in writing a scheme ("**Affordable Housing Scheme**") relating to the provision of the Affordable Dwellings on the Site such scheme to provide details of the following: -
- 1.1.1 the location of the Affordable Dwellings on the Site by reference to a plan
 - 1.1.2 the house types, mix and specification of each Affordable Dwelling;
 - 1.1.3 the tenure of the Affordable Dwellings (in accordance with the definition of Affordable Housing published by the government within the National Planning Policy Framework or any successor document which is in place at the time that the Affordable Housing Scheme is submitted);
 - 1.1.4 the layout of each Affordable Dwelling by reference to tenure and including the number of habitable rooms proposed for each Affordable Dwelling, together with the gross internal floorspace of each of the Affordable Dwellings;
 - 1.1.5 how the Affordable Dwellings will be transferred to a Registered Provider(s) at the Discounted Purchase Price for subsequent allocation in accordance with paragraph 1.5 of this First Schedule or otherwise disposed of as Affordable Dwellings;
 - 1.1.6 the build sequence and implementation programme relating to the linkages between the Occupation of the Open Market Dwellings and

the delivery of the Affordable Dwellings to be provided on the Site.

- 1.1.7 how the Owner will ensure that the Affordable Dwellings will initially be occupied as Affordable Housing (in accordance with the definition of Affordable Housing published by the government within the National Planning Policy Framework or any successor document which is in place at the time that the Affordable Housing Scheme is submitted) and any provisions which will be made to ensure that the Affordable Dwellings will continue to be treated as Affordable Housing for the benefit of any future owners occupiers or tenants; and
 - 1.1.8 an appropriate method for addressing the position in the event that there is lack of interest from Registered Provider(s) in taking any Affordable Dwellings at the Discounted Purchase Price which are proposed to be disposed of to a Registered Provider.
- 1.2 Within 30 Working Days (or within such other time period that the Council may reasonably require and which may be agreed in writing between the Council and the Owner within the initial 30 working day period) of the Council receiving from the Owner or an Affordable Housing Scheme the Council will notify the Owner in writing of its approval to the Affordable Housing Scheme proposed by the Owner or will acting reasonably provide in writing its proposed amendments to the Affordable Housing Scheme pursuant to which the Owner acting reasonably shall submit an Affordable Housing Scheme incorporating those amendments as are reasonable and accepted **PROVIDED THAT** if the Council does not notify the Owner of its approval or proposed amendments to the Affordable Housing Scheme within 30 Working Days (or such other period of time that may be agreed) it shall be deemed that the Council has approved the Affordable Housing Scheme submitted by the Owner **AND FURTHER PROVIDED THAT** if agreement (including deemed agreement) cannot be reached between the Council and the Owner within 40 Working Days of the date of the submission of the Affordable Housing Scheme to the Council (or such other period of time that may be agreed) then the provisions of Clause 11 of this Agreement relating to Expert determination can be invoked by any Party in relation to only those matters that are in dispute.

- 1.3 Upon receipt of the Council's approval or deemed approval to an Affordable Housing Scheme pursuant to paragraph 1.2 of this Schedule (or upon receipt of expert determination in relation to an Affordable Housing Scheme if applicable) to construct the Affordable Dwellings in accordance with the Planning Permission, approved plans and approved Affordable Housing Scheme and with the benefit of a recognised new build insurance or guarantee certificate compliant with the Council of Mortgage Lenders handbook current at the time of the Commencement Date and to deliver those Affordable Dwellings in accordance with the approved Affordable Housing Scheme and the provisions of this Agreement.
- 1.4 To serve on the Council a Commencement Notice 14 days prior to the Commencement of Development.

Transfer of The Affordable Units

- 1.5 As soon as reasonably practicable following the Commencement of Development the Owner shall market the Affordable Dwellings for transfer to a Registered Provider for subsequent allocation in accordance with the approved Affordable Housing Scheme
- 1.6 In the event that the Council is reasonably satisfied that the Owner has taken all reasonable steps to transfer the Unsold Affordable Dwellings to a Registered Provider in accordance with the approved Affordable Housing Scheme and have been provided with written evidence of the Owners endeavours to secure such transfer then it shall notify the Owner accordingly and the Owner may elect to pay to the Council the Affordable Housing Contribution.
- 1.7 Upon receipt by the Council of an Affordable Housing Contribution the Owner shall be entitled to dispose of any unsold Affordable Dwellings on the open market free of the restrictions in this Schedule 2

Occupation and General Provisions

- 1.8 Save with the consent in writing of the Council each of the Affordable Dwellings shall be Occupied in accordance with the approved Affordable

Housing Scheme

PROVIDED THAT this clause shall not be binding upon:-

- (a) on any Protected Tenant or any mortgagee or chargee of the Protected Tenant or any person deriving title from the Protected Tenant or any successor in title thereto and all their respective mortgagees and chargees; and/or
- (b) on any Chargee or any person deriving title from the Chargee or any successors in title thereto and all their mortgagees and chargees

Part 2 OFF-SITE OUTDOOR SPORTS CONTRIBUTION

- 1.1 To pay to the Council the Off-Site Outdoor Sports Contribution as follows:

1.1.1 50% prior to any Dwellings being Occupied; and

1.1.2 50% prior to 10 of the Dwellings being Occupied,

and not to permit Occupation of more than the specified portion of the Dwellings (as the case may be) until the relevant portion (as specified above) of the Off-Site Outdoor Sports Contribution has been paid to the Council.

Part 3 OPEN SPACE PROVISION AND MAINTENANCE SCHEME CONTRIBUTION

- 1.1 To pay to the Council the Open Space Provision and Maintenance Scheme Contribution as follows:

1.1.1 50% prior to any Dwellings being Occupied; and

1.1.2 50% prior to 10 of the Dwellings being Occupied,

and not to permit Occupation of more than the specified portion of the Dwellings (as the case may be) until the relevant portion (as specified above) of the Open Space Provision and Maintenance Scheme Contribution has been paid to the Council.

Part 4 NOTICE OF ANTICIPATED DATE OF COMMENCEMENT AND FIRST OCCUPATION

- 1.1 To provide the Council with at least two weeks' written notice of the anticipated date of Commencement of Development and at least four weeks' written notice of the anticipated date of First Occupation.

Part 5 MONITORING FEES

- 1.1 To pay the Monitoring Fees to the Council prior to Commencement of the Development and not to Commence the Development without having paid the Monitoring Fees to the Council

SCHEDULE 3

Council Covenants

The Council covenants to:

1. Use the Contributions for the purposes specified in the definitions of each such contribution and for no other purpose.
2. Repay to the paying party the Contributions or any parts thereof which, after a period of ten years from the date of receipt by the Council, remain unused or unallocated, together with accrued interest for the period from the date of payment to the date of repayment.
3. Following the performance and satisfaction of all the obligations contained in this Agreement, the Council shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges held by the Council in respect of this Agreement.
4. Upon written request from the Owner to provide written confirmation of the discharge of the obligations of the Owner contained in the agreement when satisfied such obligations have been performed.

SCHEDULE 4

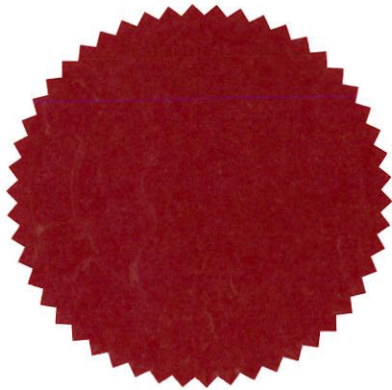
Draft Planning Permission

Appendix 1

Site Plan

in **WITNESS WHEREOF** the parties have duly executed this Deed the day and year first before written

EXECUTED AS A DEED by affixing the Common Seal of **ROCHDALE BOROUGH COUNCIL** in the presence of:



40820

Authorised Signatory Name: *J. Hurst*

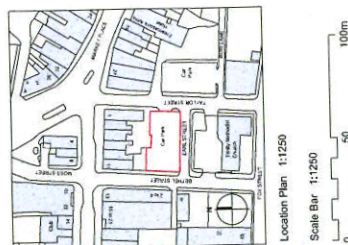
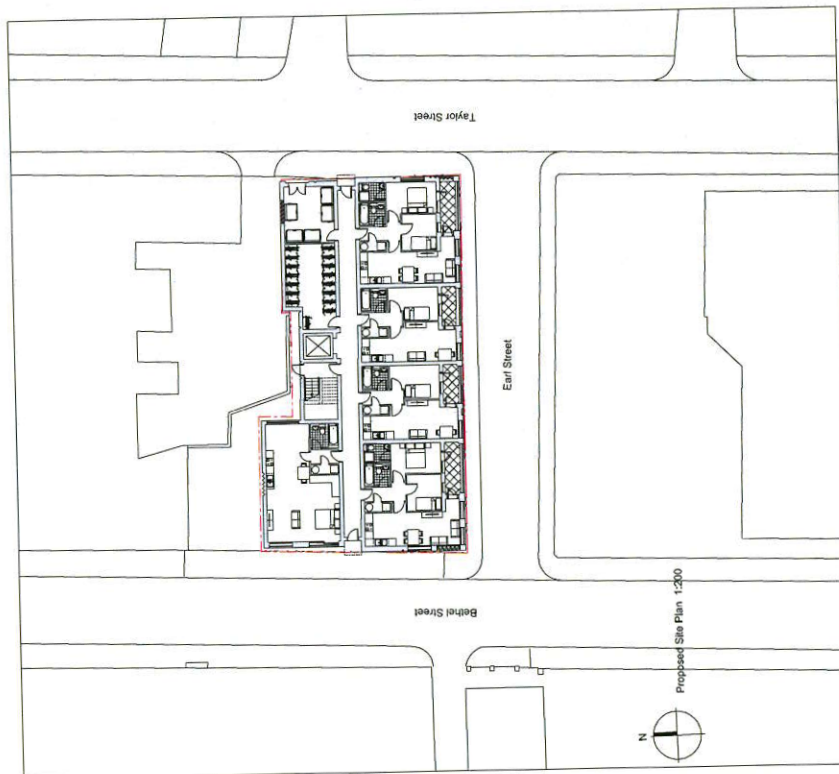
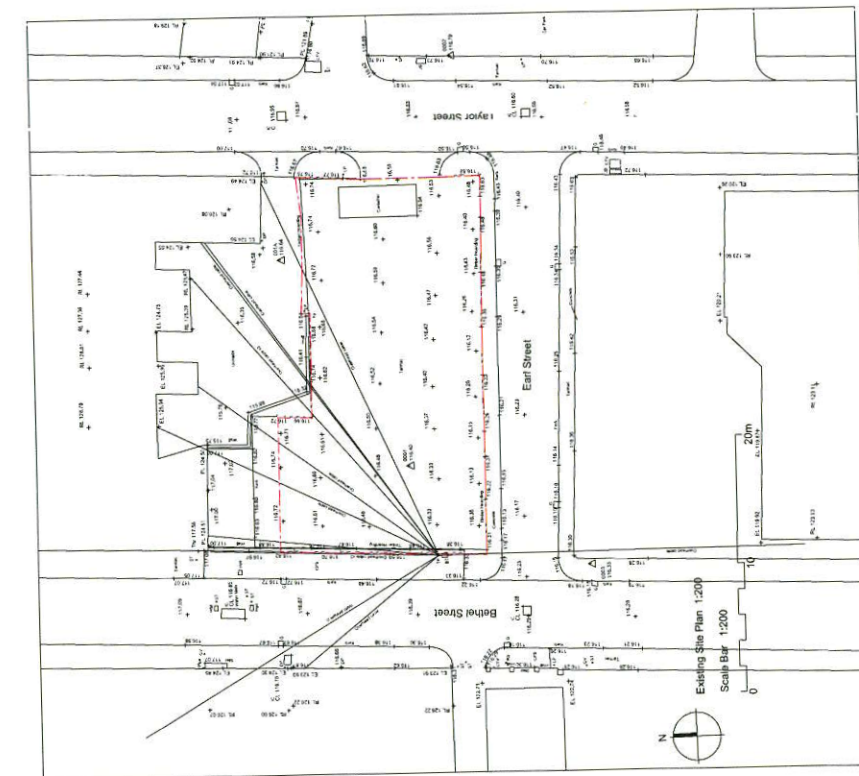
EXECUTED AS A DEED by **AGRON ELEZI**:

[Signature]

In the presence of:
Witness Signature:
Witness Name (block capitals):
address

[Signature]
Ajid Miah LLB (Hons)
Solicitor
Silverdale Solicitors
404 Cheetham Hill Road
Manchester, M8 9LE
0161 740 0333

3 Thurnall



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