
Dated: 8th August 2024

- (1) THE ROCHDALE BOROUGH COUNCIL
- (2) TATA STEEL UK LIMITED
- (3) KELLEN HOMES LIMITED

AGREEMENT

under section 106 of the Town and Country Planning Act 1990 relating to the land lying to the South of Heywood Road, Castleton known as Castleton Sidings.

SB/ECO001/699

AN AGREEMENT by way of Deed made the 8th day of August 2024

BETWEEN

(1) **THE ROCHDALE BOROUGH COUNCIL**, of Number One, Riverside, Smith Street, Rochdale OL16 1XU ("the Council")

(2) **TATA STEEL UK LIMITED** (Co No. 02280000) of [REDACTED] ("the Owner")

(3) **KELLEN HOMES LIMITED** (Co No: 12807501) of [REDACTED] ("the Developer")

INTRODUCTION

1. The Council is the Local Planning Authority for the purposes of the 1990 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 GM717296.
3. The Developer has a contractual interest in the Site by reason of a Contract dated 10th November 2022 and made between the Owner and the Developer.
4. 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.
5. The Council has resolved to grant the Planning Permission subject to conditions and the prior completion of this Deed.
6. The Council and the Developer 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" the Town and Country Planning Act 1990

"Affordable Dwellings" the Dwellings to be provided as Affordable Housing within the Development and identified within the Affordable Housing Scheme and "Affordable Dwelling" shall be construed accordingly

“Affordable Housing Plan”	the plan appended to this Deed as [Plan 4] showing the location and types of the Affordable Dwellings included in the Development or such other plan as may be Approved by the Council from time to time upon written request by the Owner
“Affordable Housing”	has the meaning set out in Annex 2 of the National Planning Policy Framework (December 2023) or any superseding document
“Application”	means the application for planning permission for [the erection of 191 dwellings and provision of access with associated landscaping, open space together with erection of sub-station, foul water pump station and other associated works at the Site submitted to the Council on 21 April 2023 and validated by the Council on 14 June 2023 and allocated reference number 23/00431/HYBR
“Commencement of Development”	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”	collectively the Primary Education Contribution, the Secondary Education Contribution and the Offsite Outdoor Sports and “Contribution” shall be construed accordingly
“Development”	means the development of the Site pursuant to the Planning Permission
“Dwelling”	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
“East Lancashire Railway”	The East Lancashire Light Railway Company Limited (company number: 02023981) whose registered office is at Bolton Street Station, Bolton Street, Bury, Lancashire BL9 0EY
“First Occupation”	the Occupation of the first Dwelling
“Heritage Railway Land”	the area of land shown edged/hatched red on the plan with reference “KH003-A-520” appended to this agreement at Appendix 2
“Heritage Railway Purposes”	facilitating the extension of the East Lancashire Railway (ELR) from Heywood to Castleton
“Highways Agreement”	an agreement or agreements made pursuant to sections 38 and/or 278 of the Highways Act 1980 in respect of the Highway Works
“Highway Works”	the highway improvement and/or adoption works to be carried out by or on behalf of the Developer as part of or as a consequence of the Development and provided in accordance with the Highways Agreement
“Monitoring Fees”	means the sum of £10,000 (ten thousand pounds) being the two percent 2% monitoring fee in respect of each financial obligation (capped at £10,000 in total) and the sum of £1,000 (one thousand pounds) being the £1,000 per non-financial obligation in respect of the Open Space Provision as per the Community Infrastructure Levy (Amendment) (England) (No.2) Regulations 2019
“Occupation”	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"	contribution towards off-site provision of £298,092.63 (two hundred and ninety eight thousand ninety two pounds and sixty three pence) payable as a contribution towards the outdoor sports provision at Mayfield Rugby Club, Castleton
"Open Space Provision and Maintenance Scheme"	A scheme for the provision and maintenance of the Open Space, setting out the works required and the extent, specification and programme for the implementation of the works, to be submitted to and approved by the Council under this deed
"Owner's Retained Land"	the area of land shown edged red on the plan with reference "KH-RET-01" appended to this agreement at Appendix 2
"Planning Permission"	the planning permission to be granted by the Council pursuant to the Application in the form set out at Schedule 4
"Practically Completed"	completed and made available to a standard fit for residential occupation
"Primary Education Contribution"	a financial contribution of £100,000 (one hundred thousand pounds) towards primary education in the administrative area of the Council
"Registered Provider"	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)
"Secondary Education Contribution"	a financial contribution of £350,000 (three hundred and fifty thousand pounds) towards secondary education in the administrative area of the Council
"Site"	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"	the plan showing the Site edged red with reference "KH003-A-000" appended to this agreement at Appendix 1
"TfGM"	Transport for Greater Manchester, of 2 Piccadilly Place, Manchester M1 3BG
"Tram/Train Land"	the area of land shown hatched red on the plan with reference "CCP02 (TRAM-TRAIN-STAND-OFF)" appended to this agreement at Appendix 2

“Tram/Train Purposes”

delivery of a tram-train along the route of the East Lancashire Rail line, alongside the existing heritage railway or other associated heritage railway related purposes

“Working Day”

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, and subject to **clause 12**, the Developer.
- 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, 17 and 18 of this Deed, which shall have immediate effect.
- 2.6 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 of the Developer) 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 and the Developer 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.

5. **TERMINATION OF THIS DEED**

- 5.1 If the Planning Permission shall expire before Commencement or shall at any time be 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 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. DEVELOPER CONSENT

12.1 The Developer enters into this Agreement to consent to the Owner entering into this agreement and covenants to be bound by it and that the Developer's interest in the land shall take effect subject to this Agreement PROVIDED THAT the Developer shall only be bound by the covenants and obligations given by the Owner in this Agreement in the event that the Developer becomes a successor in title to the Owner PROVIDED THAT

12.1.1 if the Planning Permission is commenced by a party other than the Developer then the Developer shall be released from all obligations, rights or duties to the Council under the terms of this Agreement in its capacity as Developer; and

12.1.2 provided further that in the event the Developer acquires or owns any freehold or leasehold interest in any part of the Site the Developer shall continue to be bound by all obligations, rights and duties to the Council under the terms of this Agreement in its capacity as the owner of such interest whilst it retains such an interest.

13. JURISDICTION

13.1 This Deed is to be governed by and interpreted in accordance with the law of England.

13.2 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.

14. THIRD PARTIES

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

16. LATE PAYMENT

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.

17. **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.

18. **EXECUTION**

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

SCHEDULE 1

The Site

The Freehold land at south of Heywood Road, Castleton, Rochdale shown outlined in red on the Site Plan and being part of land registered at HM Land Registry with absolute title under title number GM717296.



SCHEDULE 2

Owner Obligations

The Owner hereby covenant as follows:

Part 1 Affordable Housing

In this Part of this Schedule, the following terms shall have the following definitions unless the context requires otherwise:

"Armed Services Member"	a member of the Royal Navy the Royal Marines the British Army or the Royal Air Force or a former member who was a member within the five (5) years prior to the purchase of the First Home, a divorced or separated spouse or civil partner of a member or a spouse or civil partner of a deceased member or former member whose death was caused wholly or partly by their service
"Cluster"	a group of Affordable Housing Units which does not have contiguous boundaries with another group of Affordable Housing Units
"Compliance Certificate"	means the certificate issued by the Council confirming that a Dwelling is being disposed of as a First Home to a purchaser meeting the First Homes Eligibility Criteria (National) and, unless paragraph 24.2 of this Schedule 2, Part 1 applies, the First Homes Eligibility Criteria (Local)
"Development Standard"	a standard to fully comply with the following:- (a) "Technical housing standards – nationally described space standards" published by the Department for Communities and Local Government in March 2015 (b) all national construction standards and planning policy relating to design which may be published by the Secretary of State or by the Council from time to time

	(c) Part 2 of Secured by Design standards published by Police Crime Prevention Initiatives Limited and the same may be amended by written agreement of the parties in accordance with paragraph 23.5 of this Schedule 2, Part 1								
"Discounted Market Value"	in relation to First Homes, the disposal value of a Dwelling discounted by at least 30% of Open Market Value								
"Exempt Disposal"	the First Homes Disposal in one of the following circumstances: <table border="1"> <tr> <td>(a)</td><td>a First Homes Disposal to a spouse or civil partner upon the death of the First Homes Owner;</td></tr> <tr> <td>(b)</td><td>a First Homes Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner;</td></tr> <tr> <td>(c)</td><td>a First Homes Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order;</td></tr> <tr> <td>(d)</td><td>a First Homes Disposal to a trustee in bankruptcy prior to sale of the relevant First Home (and for the avoidance of doubt paragraph 26 of this Schedule 2, Part 1 shall apply to such sale)</td></tr> </table> PROVIDED THAT in each case other than (d) the person to whom the First Homes Disposal is made complies with the terms of paragraph 25 of this Schedule 2, Part 1	(a)	a First Homes Disposal to a spouse or civil partner upon the death of the First Homes Owner;	(b)	a First Homes Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner;	(c)	a First Homes Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order;	(d)	a First Homes Disposal to a trustee in bankruptcy prior to sale of the relevant First Home (and for the avoidance of doubt paragraph 26 of this Schedule 2, Part 1 shall apply to such sale)
(a)	a First Homes Disposal to a spouse or civil partner upon the death of the First Homes Owner;								
(b)	a First Homes Disposal to a named beneficiary under the terms of a will or under the rules of intestacy following the death of the First Homes Owner;								
(c)	a First Homes Disposal to a former spouse or former civil partner of a First Homes Owner in accordance with the terms of a court order, divorce settlement or other legal agreement or order upon divorce, annulment or dissolution of the marriage or civil partnership or the making of a nullity, separation or presumption of death order;								
(d)	a First Homes Disposal to a trustee in bankruptcy prior to sale of the relevant First Home (and for the avoidance of doubt paragraph 26 of this Schedule 2, Part 1 shall apply to such sale)								
"First Homes Contribution"	means in circumstances where a sale of a First Home other than as a First Home has taken place								

	in accordance with paragraphs 24.2 and 24.9 or paragraph 26 of this Schedule 2, Part 1, the lower of the following two amounts: <table border="1" data-bbox="715 367 1326 1061"> <tr> <td data-bbox="715 367 810 510">(a)</td><td data-bbox="810 367 1326 510">The reduction in Open Market Value attributable to the Discounted Market Value; and</td></tr> <tr> <td data-bbox="715 510 810 1061">(b)</td><td data-bbox="810 510 1326 1061">the proceeds of sale less the amount due and outstanding to any First Home Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the First Home Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home</td></tr> </table> and which for the avoidance of doubt shall in each case be paid following the deduction of any SDLT payable by the First Homes Owner as a result of the Disposal of the First Home other than as a First Home	(a)	The reduction in Open Market Value attributable to the Discounted Market Value; and	(b)	the proceeds of sale less the amount due and outstanding to any First Home Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the First Home Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home		
(a)	The reduction in Open Market Value attributable to the Discounted Market Value; and						
(b)	the proceeds of sale less the amount due and outstanding to any First Home Mortgagee of the relevant First Home under relevant security documentation which for this purpose shall include all accrued principal monies, interest and reasonable costs and expenses that are payable by the First Homes Owner to the First Home Mortgagee under the terms of any mortgage but for the avoidance of doubt shall not include other costs or expenses incurred by the First Homes Owner in connection with the sale of the First Home						
"First Homes Disposal"	a transfer of the freehold or (in the case of a flat only) the grant or assignment of a leasehold interest in a First Home other than: <table border="1" data-bbox="715 1429 1326 1899"> <tr> <td data-bbox="715 1429 810 1572">(a)</td><td data-bbox="810 1429 1326 1572">a letting or sub-letting in accordance with paragraph 25 of this Schedule 2, Part 1;</td></tr> <tr> <td data-bbox="715 1572 810 1827">(b)</td><td data-bbox="810 1572 1326 1827">a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner; and</td></tr> <tr> <td data-bbox="715 1827 810 1899">(c)</td><td data-bbox="810 1827 1326 1899">an Exempt Disposal</td></tr> </table>	(a)	a letting or sub-letting in accordance with paragraph 25 of this Schedule 2, Part 1 ;	(b)	a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner; and	(c)	an Exempt Disposal
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(b)	a transfer of the freehold interest in a First Home or land on which a First Home is to be provided before that First Home is made available for occupation except where the transfer is to a First Homes Owner; and						
(c)	an Exempt Disposal						

	“Disposal”, “Disposed” and “Disposing” shall be construed accordingly where referenced in connection with First Homes					
“First Homes Eligibility Criteria (Local)”	criteria (if any) published by the Council at the date of the relevant Disposal of a First Home which are met in respect of a Disposal of a First Home if: (a) the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (Local) (if any); and (b) any or all of criteria (i) (ii) and (iii) below are met: (i) the purchaser meets the Local Connection Criteria (or in the case of a joint purchase at least one of the joint purchasers meets the Local Connection Criteria); and/or (ii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) an Armed Services Member; and/or (iii) the purchaser is (or in the case of a joint purchase at least one of the joint purchasers is) a Key Worker					
“First Homes Eligibility Criteria (National)”	criteria which are met in respect of a purchase of a First Home if: <table><tr><td>(a)</td><td>the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and</td></tr><tr><td>(b)</td><td>the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (National).</td></tr></table>		(a)	the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and	(b)	the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (National).
(a)	the purchaser is a First Time Buyer (or in the case of a joint purchase each joint purchaser is a First Time Buyer); and					
(b)	the purchaser’s annual gross income (or in the case of a joint purchase, the joint purchasers’ joint annual gross income) does not exceed the Income Cap (National).					

"First Homes Mortgagee"	any financial institution or other entity regulated by the Prudential Regulation Authority and the Financial Conduct Authority to provide facilities to a person to enable that person to acquire a First Home including all such regulated entities which provide Shari'ah compliant finance for the purpose of acquiring a First Home										
"First Home Owner"	means the person or persons having the freehold or leasehold interest (as applicable) in a First Home other than: (a) the Owner; or (b) another developer or other entity to which the freehold interest or leasehold interest in a First Home or in the land on which a First Home is to be provided has been transferred before that First Home is made available and is disposed of for occupation as a First Home; or (c) the freehold a tenant or sub-tenant of a permitted letting under paragraph 25 of this Schedule 2, Part 1										
"First Time Buyer"	a first time buyer as defined by paragraph 6 of Schedule 6ZA to the Finance Act 2003										
"Key Worker"	a person employed or with a confirmed job offer within the administrative area of the Council, in one of the following categories of employment: <table border="1"> <tr> <td>(a)</td><td>NHS: Nurses and care assistants in the city</td></tr> <tr> <td>(b)</td><td>Ambulance Service: Paramedics</td></tr> <tr> <td>(c)</td><td>Police: Police Officers and Community Support Officers</td></tr> <tr> <td>(d)</td><td>Probation Service: Probation Officers and support staff, who work directly with offenders</td></tr> <tr> <td>(e)</td><td>Fire Service: Uniformed fire and rescue staff below principal level</td></tr> </table>	(a)	NHS: Nurses and care assistants in the city	(b)	Ambulance Service: Paramedics	(c)	Police: Police Officers and Community Support Officers	(d)	Probation Service: Probation Officers and support staff, who work directly with offenders	(e)	Fire Service: Uniformed fire and rescue staff below principal level
(a)	NHS: Nurses and care assistants in the city										
(b)	Ambulance Service: Paramedics										
(c)	Police: Police Officers and Community Support Officers										
(d)	Probation Service: Probation Officers and support staff, who work directly with offenders										
(e)	Fire Service: Uniformed fire and rescue staff below principal level										

	(f) Local Authority professions where there is an identified shortage or such other categories of employment as may be published by the Council from time to time as the "First Homes Key Worker criteria" and is in operation at the time of the relevant Disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant Disposal of the First Home shall be the "Key Worker" criteria which shall apply to that First Home Disposal;
"Local Connection Criteria"	either (a) or (b) below: (a) criteria which are met by a person who satisfies one or more of (i) and (ii) below: (i) is ordinarily resident within the administrative boundary of the Council and has been for a continuous period of not less than 24 consecutive months prior to exchange of contracts for the relevant First Home; and/or (ii) who has a close family association within the administrative boundary of the Council by reason of a parent or child who is ordinarily resident within the administrative boundary of the Council; or (b) such other local connection criteria as may be published by the Council from time to time as its "First Homes Local Connection Criteria" and which is in operation at the time of the relevant Disposal of the First Home and for the avoidance of doubt any such replacement criteria in operation at the time of the relevant Disposal of the First Home shall be the "Local Connection

	Criteria ” which shall apply to that First Home Disposal
“Open Market Value”	the price that would be paid for the relevant property by a hypothetical willing purchaser to a hypothetical willing vendor in the open market assuming that the property is not bound by any obligations to retain the property as affordable house
“Price Cap”	means the amount for which the First Home is sold after the application of the Discounted Market Value which on its first Disposal shall not exceed Two Hundred and Fifty Thousand Pounds (£250,000) or such other amount as may be published from time to time by the Secretary of State

The Owner covenants with the Council as follows:

1. 15% of the Dwellings within the Development will be Affordable Housing, which will be comprised of:
 - 1.1 35% First Homes (10 Dwellings);
 - 1.2 37% Affordable Rented Units (11 Dwellings); and
 - 1.3 28% Shared Ownership Units (8 Dwellings).

or such tenure split as the Council may agree in writing from time to time.
2. The Owner will, prior to Commencement of Development, submit to the Council for approval an Affordable Housing Scheme which will set out how the Affordable Housing Units will be provided and the overall strategy for the delivery of the Affordable Housing.
3. The Affordable Housing Units will be delivered in accordance with the approved Affordable Housing Scheme as amended from time to time with the written approval of the Council.

Part 1A - Delivery of Affordable Housing (excluding First Homes)

4. The Owner will not Occupy or permit Occupation of more than 25% of the Market Housing Units (or such other percentage as may be agreed with the Council from time to time) until it has exchanged the sale and purchase agreement with a Registered Provider for all of the Affordable Housing Units (excluding any First Homes) and has given the Council written notification that such agreement has been exchanged;

5. The Owner will not Occupy or permit Occupation of more than 50% of the Market Housing Units (or such other percentage as may be agreed with the Council from time to time or as determined by the Specialist) until:
 - 5.1 it has constructed and completed 75% of the Affordable Housing Units (excluding any First Homes), together with all necessary services connections and infrastructure and provided written notification of the same to the Council; and
 - 5.2 the Affordable Housing Units (excluding any First Homes) have been transferred to the Registered Provider.
6. The Owner will not Occupy or permit Occupation of more than 90% of the Market Housing Units (or such other percentage as may be agreed with the Council from time to time) until:
 - 6.1 it has constructed and completed 100% of the Affordable Housing Units (excluding any First Homes), together with all necessary services connections and infrastructure and provided written notification of the same to the Council.
7. The Owner covenants that any transfer of the Affordable Housing Units (excluding any First Homes) to a Registered Provider will:
 - 7.1 be with limited title guarantee;
 - 7.2 be with vacant possession;
 - 7.3 be free of encumbrance other than existing at the time of the disposition (save for any financial charges or the transfer of statutory apparatus by the Owner to any statutory undertaker);
 - 7.4 subject to a covenant by the Owner to provide vehicular access, foul and surface water sewers, water, gas, electricity and telecommunications service systems, and all other services reasonably necessary for the occupation of each of the relevant Affordable Housing Units, lining in each case to the estate roads, sewers and service systems to be constructed and laid as part of the remainder of the Development and to connect ultimately to the highways and sewers maintainable at the public expense;
 - 7.5 be subject to grant by the Owner to the Registered Provider of all rights of access and passage of services and other rights reasonably necessary for the beneficial enjoyment of the relevant Affordable Housing Units; and
 - 7.6 be subject to a reservation of all rights of access and passage of services and rights of entry reasonably necessary for the purpose of the Development.

Affordable Housing Requirements

8. The Owner covenants:
 - 8.1 not to transfer the Affordable Rented Units and any land occupied therewith or any part of it save by way of sale of the freehold or the grant of a long lease to a Registered

Provider approved by the Council, Homes England and the Regulator (or its successor).

- 8.2 not to permit any Affordable Rented Units to be Occupied otherwise than by a tenant of a Registered Provider in accordance with the approved Affordable Housing Scheme.
- 8.3 not to permit any Shared Ownership Units to be Occupied other than in accordance with the approved Affordable Housing Scheme.
- 8.4 Subject to the provisions of **Paragraph 14** of this Schedule in respect of a Chargee, the covenants and restrictions contained in this paragraph will not bind:
 - 8.4.1 mortgagees, chargees, receivers or successors in title to such mortgagees, chargees or receivers of the Registered Provider,
 - 8.4.2 any Affordable Housing Unit acquired from parties referred to in sub-paragraph 8.4.1 above
- 9. Any transfer of the Affordable Housing Units to a Registered Provider must contain the provisions in **paragraph 7** above.

Shared Ownership Units

- 10. Following approval by the Council of the Affordable Housing Scheme submitted and approved in accordance with **paragraph 2** above the Owner covenants with the Council not to charge any rent on the unsold equity in any Shared Ownership Unit above the 'Cost Rent' approved by the Council as part of the Affordable Housing Scheme.

Maximum Shared Ownership Prices

- 11. If, on a Disposal of a Shared Ownership Unit, the Office for National Statistics has published the results of an annual survey of hours and earnings for a year after 2022 which include gross annual pay for full time workers living in the Council's administrative area, the 'Affordable Price' (as defined in the Affordable Housing Scheme) of the Shared Ownership Units:
 - 11.1 of 45 square metre or less in size will be uplifted by making equal to the latest three-year average of gross annual pay for full time workers living in the Council's administrative area for the 25th percentile multiplied by 3.5 plus 5% (for a deposit);
 - 11.2 between 46 and 65 square metres in size will be uplifted by making it equal to the latest three-year average of gross annual pay for full time workers living in the Council's administrative area for the 35th percentile multiplied by 3.5 plus 5% (for a deposit);
 - 11.3 between 65 and 84 square metres in size will be uplifted by making it equal to the latest three-year average of gross annual pay for full time workers living in the

Council's administrative area for the 40th percentile multiplied by 3.5 plus 5% (for a deposit); and

- 11.4 of 85 square meters or greater in size will be uplifted by making it equal to the latest three-year average of gross annual pay for full time workers living in the Council's administrative area for the 50th percentile multiplied by 3.5 plus 5% (for a deposit).
- 12. For the avoidance of doubt, the obligations contained in this Schedule shall not be binding against a lessee of a Shared Ownership Unit under a shared ownership lease (if any) who has acquired 100% of the freehold or leasehold interest in that Shared Ownership Unit or a purchaser from or a mortgagee of the lessee of that unit.

Mortgagee and Individual Owner/Occupier Exclusion

- 13. The Owner covenants not to use the Affordable Housing for any purpose other than Affordable Housing in accordance with the Affordable Housing Scheme PROVIDED ALWAYS THAT the obligations contained in this Schedule will not be binding upon:
 - 13.1 a person acquiring an interest in an Affordable Housing Unit under a statutory right to buy or acquire or a voluntary right to buy scheme under the Housing and Planning Act 2016;
 - 13.2 any mortgagee or chargee or receiver of any party referred to at **paragraph 13.1** above;
 - 13.3 against any Chargee who has complied with the Chargee's Duty;
 - 13.4 any successor in title to those parties referred to at **paragraphs 13.1 to 13.3** above.

Chargee's Duty

- 14. In order to benefit from the protection granted by **paragraphs 13.3 and 13.4** above a Chargee must:
 - 14.1 serve a Default Notice on the Council by delivery by hand to the Council's offices at the Council's offices between 9am and 5pm or using first class registered post to the Council's offices at the Council's offices in either case addressed to the Head of Planning and Head of Legal Services of the Council prior to seeking to dispose of the relevant Affordable Housing Units;
 - 14.2 when serving the Default Notice, provide to the Council official copies of the title registers for the relevant Affordable Housing Units; and
 - 14.3 subject to **paragraph 18** below, not exercise its power of sale over or otherwise dispose of the relevant Affordable Housing Units until the expiry of the Moratorium Period except in accordance with **paragraph 19** below.
- 15. From the first day of the Moratorium Period to (but excluding) the date falling one calendar month later, the Council may serve an Intention Notice on the Chargee.

16. Not later than 15 Working Days after service of the Intention Notice (or such later date during the Moratorium Period as may be agreed in writing between the Council and the Chargee), the Chargee will grant the Council (and/or the Council's nominated substitute Registered Provider) an exclusive option to purchase the relevant Affordable Housing Units which will contain the following terms:
 - 16.1 the sale and purchase will be governed by the Standard Commercial Property Conditions (Third Edition – 2018 Revision) (with any variations that may be agreed between the parties to the Option (acting reasonably));
 - 16.2 the price for the sale and purchase will be agreed in accordance with **paragraph 17.2** below or determined in accordance with **paragraph 18** below;
 - 16.3 provided that the purchase price has been agreed in accordance with **paragraph 17.2** below or determined in accordance with **paragraph 18** below, but subject to **paragraph 16.4** below, the Council (or its nominated substitute Registered Provider) may (but is not obliged to) exercise the Option and complete the purchase of the relevant Affordable Housing Units at any time prior to the expiry of the Moratorium Period;
 - 16.4 the Option will expire upon the earlier of (i) notification in writing by the Council (or its nominated substitute Registered Provider) that it no longer intends to exercise the Option and (ii) the expiry of the Moratorium Period; and
 - 16.5 any other terms agreed between the parties to the Option (acting reasonably).
17. Following the service of the Intention Notice:
 - 17.1 the Chargee must use reasonable endeavours to reply to enquiries raised by the Council (or its nominated substitute Registered Provider) in relation to the relevant Affordable Housing Units as expeditiously as possible having regard to the length of the Moratorium Period; and
 - 17.2 the Council (or its nominated substitute Registered Provider) and the Chargee must use reasonable endeavours to agree the purchase price for the relevant Affordable Housing Units, which will be the higher of:
 - 17.2.1 the price reasonably obtainable in the circumstances having regard to the restrictions as to the use of the relevant Affordable Housing Units contained in this Schedule **Error! Reference source not found.**; and
 - 17.2.2 unless otherwise agreed in writing between the Council (or its nominated substitute Registered Provider) and the Chargee) the Sums Due.
18. On the date falling 10 Working Days after service of the Intention Notice, if the Council (or its nominated substitute Registered Provider) and the Chargee have not agreed the price pursuant to **paragraph 17.2.1** above:
 - 18.1 the Council (or its nominated substitute Registered Provider) and the Chargee must use reasonable endeavours to agree the identity of an independent surveyor having

- at least 10 years' experience in the valuation of affordable/social housing within the Council's administrative area to determine the dispute and, if the identity is agreed, will appoint such independent surveyor to determine the dispute;
- 18.2 if, on the date falling 15 Working Days after service of the Intention Notice, the Council (or its nominated substitute Registered Provider) and the Chargee have not been able to agree the identity of an independent surveyor, either party may apply to the President for the time being of the Royal Institution of Chartered Surveyors or his deputy to appoint an independent surveyor having at least 10 years' experience in the valuation of affordable/social housing within the Council's administrative area to determine the dispute;
- 18.3 the independent surveyor will determine the price reasonably obtainable referred to at **paragraph 17.2.1** above, due regard being had to all the restrictions imposed upon the relevant Affordable Housing Units by this Agreement;
- 18.4 the independent surveyor must act as an expert and not as an arbitrator;
- 18.5 the fees and expenses of the independent surveyor are to be borne equally by the parties;
- 18.6 the independent surveyor must make his/her decision and notify the Council, the Council's nominated substitute Registered Provider (if any) and the Chargee of that decision no later than 14 days after his/her appointment and in any event within the Moratorium Period; and
- 18.7 the independent surveyor's decision will be final and binding (save in the case of manifest error or fraud).
19. The Chargee may dispose of the relevant Affordable Housing Units free from the obligations and restrictions contained in **paragraph 13** of this Schedule which will determine absolutely in respect of such Affordable Housing Units (but subject to any existing tenancies) if:
- 19.1 the Council has not served an Intention Notice before the date falling one calendar month after the first day of the Moratorium Period;
- 19.2 the Council (or its nominated substitute Registered Provider) has not exercised the Option and completed the purchase of the relevant Affordable Housing Units on or before the date on which the Moratorium Period expires; or
- 19.3 the Council (or its nominated substitute Registered Provider) has notified the Chargee in writing pursuant to the Option that it no longer intends to exercise the Option.
20. The Council (and its nominated substitute Registered Provider, if any) and the Chargee must act reasonably in fulfilling their respective obligations under **paragraphs 14 to 19** above (inclusive).

Part 1B – First Homes

21. Unless otherwise agreed in writing by the Council, the Owner for and on behalf of themselves and their successors in title to the Site with the intention that the following provisions shall bind the Site and every part of it into whosoever's hands it may come covenants with the Council as below, save that:

21.1 **Paragraphs 22 and 23** shall not apply to a First Homes Owner;

21.2 **paragraphs 24 and 25** apply as set out therein but and for the avoidance of doubt where a First Home is owned by a First Homes Owner they shall apply to that First Homes Owner only in respect of the First Home owned by that First Homes Owner; and

21.3 **Paragraph 26** applies as set out therein.

22. **Quantum of First Homes**

22.1 Thirty-five percent (35%) of the Affordable Housing Units on the Site (rounded up or down to the nearest whole Affordable Housing Unit) shall be identified reserved and set aside as First Homes in accordance with the approved Affordable Housing Scheme submitted pursuant to this Schedule and shall be provided and retained as First Homes for the life of the Development subject to the terms of this Schedule.

23. **First Homes Specification**

23.1 The First Homes shall not be visually distinguishable from the Market Housing Units based upon their external appearance;

23.2 The internal specification of the First Homes shall not by reason of their being First Homes be inferior to the internal specification of the equivalent Market Housing Units but, subject to that requirement, variations to the internal specifications of the First Homes shall be permitted

23.3 The size of Clusters and shared access arrangements for First Homes shall be agreed in writing with the Council as part of the Affordable Housing Scheme.

23.4 The mix of First Homes provided within the Site shall be in accordance with **paragraph 1** of this **Schedule 2, Part 1** and the distribution set out in the Affordable Housing Scheme.

23.5 All First Homes shall be constructed to the Development Standard current at the time of approval of the relevant Reserved Matters Application and to at least the standard applied to the Market Housing Units.

24. **Delivery of First Homes**

24.1 The First Homes shall be marketed for sale and shall only be sold (whether on a first or any subsequent sale) as First Homes to a person or person(s) meeting:

24.1.1 the First Homes Eligibility Criteria (National); and

- 24.1.2 the First Homes Eligibility Criteria (Local) (if any).
- 24.2 If after a First Home has been actively marketed for 3 months (such period to expire no earlier than three (3) months prior to practical completion) it has not been possible to find a willing purchaser who meets the First Homes Eligibility Criteria (Local) (if any), **paragraph 24.1.2** shall cease to apply.
- 24.3 Subject to **paragraphs 24.6 to 24.10**, no First Home shall be Disposed of (whether on a first or any subsequent sale) unless not less than 50% of the purchase price is funded by a first mortgage or other home purchase plan with a First Home Mortgagee.
- 24.4 No First Home shall be Disposed of (whether on a first or any subsequent sale) unless and until:
- 24.4.1 The Council has been provided with evidence that:
- 124.4.1 the intended purchaser meets the First Homes Eligibility Criteria (National) and unless **paragraph 24.2** applies meets the First Homes Eligibility Criteria (Local) (if any)
- 224.4.1 the Dwelling is being Disposed of as a First Home at the Discounted Market Value and
- 324.4.1 the transfer of the First Home includes:
- a) a definition of the "Council" which shall be *to Rochdale Borough Council*
- b) a definition of "**First Homes Provisions**" in the following terms:
- "means the provisions set out in paragraphs 24.1 to 24.8 of Schedule 3 of the s106 Agreement a copy of which is attached hereto as the Annexure."*
- c) A definition of "s106 Agreement" means *"the agreement made pursuant to Section 106 of the Town and Country Planning Act 1990 dated [] made between (1) the Council [and] (2) [and (3)]"*
- d) a provision that the Dwelling is sold subject to and with the benefit of the First Homes Provisions and the transferee acknowledges that it may not transfer or otherwise Dispose of the Dwelling or

any part of it other than in accordance with the First Homes Provisions; and

e) a copy of the First Homes Provisions in an Annexure;

and

24.4.2 The Council has issued the Compliance Certificate and the Council hereby covenants that it shall issue the Compliance Certificate within twenty eight (28) days of being provided with evidence sufficient to satisfy it that the requirements of **paragraphs 24.3 and 24.4.1** have been met.

24.5 On the first Disposal of each and every First Home to apply to the Chief Land Registrar pursuant to Rule 91 of and Schedule 4 to the Land Registration Rules 2003 for the entry on the register of the title of that First Home of the following restriction:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Rochdale Borough Council of [ADDRESS] that the provisions of clause XX (the First Homes provision) of the Transfer dated [Date] referred to in the Charges Register have been complied with or that they do not apply to the disposition"

24.6 The owner of a First Home (which for the purposes of this clause shall include the Owners and any First Homes Owner) may apply to the Council to Dispose of it other than as a First Home on the grounds that either:

24.6.1 the Dwelling has been actively marketed as a First Home for six (6) months in accordance with **paragraphs 24.1 and 24.2** (and in the case of a first Disposal the six (6) months shall be calculated from a date no earlier than six (6) months prior to practical Completion) and all reasonable endeavours have been made to Dispose of the Dwelling as a First Home but it has not been possible to Dispose of that Dwelling as a First Home in accordance with **paragraphs 24.3 and 24.4.1**; or

24.6.2 requiring the First Homes Owner to undertake active marketing for the period specified in **paragraph 24.6.1** before being able to Dispose of the Dwelling other than as a First Home would be likely to cause the First Homes Owner undue hardship.

24.7 Upon receipt of an application served in accordance with **paragraph 24.6** the Council shall have the right (but shall not be required) to direct that the relevant First Home is disposed to the Council at the Discounted Market Value.

24.8 If the Council is satisfied that either of the grounds in **paragraph 24.6** above have been made out it shall confirm in writing within twenty eight (28) days of receipt of the written request made in accordance with **paragraph 24.6** that the relevant Dwelling may be Disposed of:

24.8.1 To the Council at the Discounted Market Value; or

24.8.2 (if the Council confirms that it does not wish to acquire the relevant Dwelling) other than as a First Home

and on the issue of that written confirmation the obligations in this Agreement which apply to First Homes shall cease to bind and shall no longer affect that Dwelling apart from **paragraph 24.10** which shall cease to apply on receipt of payment by the Council where the relevant Dwelling is disposed of other than as a First Home.

24.9 If the Council does not wish to acquire the relevant Dwelling itself and is not satisfied that either of the grounds in **paragraph 24.6** above have been made out then it shall within twenty eight (28) days of receipt of the written request made in accordance with **paragraph 24.6** serve notice on the owner of the First Home setting out the further steps it requires the owner to take to secure the Disposal of a Dwelling as a First Home and the timescale (which shall be no longer than six (6) months). If at the end of that period the owner has been unable to Dispose of the Dwelling as a First Home he may serve notice on the Council in accordance with **paragraph 24.6** following which the Council must within twenty eight (28) days issue confirmation in writing that the Dwelling may be Disposed of other than as a First Home.

24.10 Where a First Home is Disposed of other than as a First Home or to the Council at the Discounted Market Value in accordance with **paragraphs 24.8 and 24.9** above the owner of the relevant First Home shall pay to the Council forthwith upon receipt of the proceeds of sale the First Homes Contribution.

24.11 Upon receipt of the First Homes Contribution the Council will:

24.11.1 within twenty (20) Working Days of such receipt, provide a completed application to enable the removal of the restriction on the title set out in **paragraph 24.5** where such restriction has previously been registered against the relevant title; and

24.11.2 apply all monies received towards the provision of Affordable Housing.

24.12 Any person who purchases a First Home free of the restrictions in this Schedule pursuant to the provisions in **paragraphs 24.9 and 24.10** of this Schedule shall not be liable to pay the First Homes Contribution to the Council.

25. **Use of the First Homes**

25.1 Each First Home shall be used only as the main residence of the First Homes Owner and shall not be let, sub-let or otherwise Disposed of other than in accordance with the terms of this Agreement PROVIDED THAT letting or sub-letting shall be permitted in accordance with **paragraphs 25.2 to 25.4** below.

25.2 A First Homes Owner may let or sub-let their First Home for a fixed term of no more than two (2) years, provided that the First Homes Owner notifies the Council in writing before the First Home is Occupied by the prospective tenant or sub-tenant. A First Homes Owner may let or sub-let their First Home pursuant to this paragraph more

than once during that First Homes Owner's period of ownership, but the aggregate of such lettings or sub-lettings during a First Homes Owner's period of ownership may not exceed two (2) years.

25.3 A First Homes Owner may let or sub-let their First Home for any period provided that the First Homes Owner notifies the Council and the Council consents in writing to the proposed letting or sub-letting. The Council covenants not to unreasonably withhold or delay giving such consent and not to withhold such consent in any of the circumstances at **paragraphs 25.3.1 to 25.3.6** below:

25.3.1 the First Homes Owner is required to live in accommodation other than their First Home for the duration of the letting or sub-letting for the purposes of employment;

25.3.2 the First Homes Owner is an active Armed Services Member and is to be deployed elsewhere for the for the duration of the letting or sub-letting;

25.3.3 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to escape a risk of harm;

25.3.4 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of relationship breakdown;

25.3.5 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting as a result of redundancy; and

25.3.6 the First Homes Owner reasonably requires to live elsewhere for the duration of the letting or sub-letting in order to provide care or assistance to any person.

25.4 A letting or sub-letting permitted pursuant to **paragraph 25.1 and 25.2** must be by way of a written lease or sub-lease (as the case may be) of the whole of the First Home on terms which expressly prohibit any further sub-letting.

25.5 Nothing in this **paragraph 25** prevents a First Homes Owner from renting a room within their First Home or from renting their First Home as temporary sleeping accommodation provided that the First Home remains at all times the First Home Owner's main residence.

26. **Mortgagee Exclusion**

26.1 The obligations in **paragraphs 21 to 25** of this **Schedule 2, Part 1** in relation to First Homes shall not apply to any First Home Mortgagee or any receiver (including an administrative receiver appointed by such First Home Mortgagee or any other person appointed under any security documentation to enable such First Home Mortgagee to realise its security or any administrator (howsoever appointed (each a "**Receiver**")) of any individual First Home or any persons or bodies deriving title through such First Home Mortgagee or Receiver PROVIDED THAT:

- 26.2 such First Home Mortgagee or Receiver shall first give written notice to the Council of its intention to Dispose of the relevant First Home; and
- 26.3 once notice of intention to Dispose of the relevant First Home has been given by the First Home Mortgagee or Receiver to the Council the First Home Mortgagee or Receiver shall be free to sell that First Home at its full Open Market Value and subject only to **paragraph 26.4**.
- 26.4 following the Disposal of the relevant First Home the First Home Mortgagee or Receiver shall following the deduction of the amount due and outstanding under the relevant security documentation including all accrued principal monies, interest and reasonable costs and expenses pay to the Council the First Homes Contribution.
- 26.5 following receipt of notification of the Disposal of the relevant First Home the Council shall:
- 26.5.1 issue a completed application to the purchaser of that Dwelling to enable the removal of the restriction on the title set out in **paragraph 24.5**; and
- 26.5.2 apply all such monies received towards the provision of Affordable Housing.

Part 2 Primary Education Contribution

- 1.1 To pay to the Council the Primary Education Contribution as follows:
- 1.1.1 50% prior to 35% of the Dwellings being Occupied; and
- 1.1.2 50% prior to 70% of the Dwellings being Occupied,
- and not to permit Occupation of the specified portion of the Dwellings (as the case may be) until the relevant portion (as specified above) of the Primary Education Contribution has been paid to the Council.

Part 3 Secondary Education Contribution

- 1.1 To pay to the Council the Secondary Education Contribution as follows:
- 1.1.1 50% prior to 35% of the Dwellings being Occupied; and
- 1.1.2 50% prior to 70% of the Dwellings being Occupied,
- and not to permit Occupation of the specified portion of the Dwellings (as the case may be) until the relevant portion (as specified above) of the Secondary Education Contribution has been paid to the Council.

Part 4 Open Space Provision and Maintenance Scheme

- 1.1 Prior to first Occupation to submit the Open Space Provision and Maintenance Scheme to the Council for its approval, and not to Occupy more than [50% of the] Dwellings until the Open Space Provision and Maintenance Scheme has been approved by the Council.
- 1.2 To provide the Open Space in accordance with the Open Space Provision and Maintenance Scheme and to maintain and manage it to the reasonable satisfaction of the Council prior to its transfer to the Management Company.
- 1.3 Not to cause or permit the Open Space to be used for any purpose other than as public open space for use by the general public unless otherwise agreed in writing with the Council.
- 1.4 To allow the Council access to Open Space at all reasonable times to inspect its condition.
- 1.5 The Owner shall remain responsible for maintenance of the Open Space until such time the Open Space is transferred to a Management Company.
- 1.6 The Open Space shall be transferred to a Management Company in accordance with paragraph 2 below once it has been laid out and provided in accordance with the Open Space Scheme.
- 1.7 The Owner shall:
 - 1.7.1 Prior to Occupation of the 191st Dwelling transfer the Open Space to the Management Company;
 - 1.7.2 Not cause or permit Occupation of the 191st Dwelling until the Open Space has been transferred to the Management Company.
- 1.8 The transfer to the Management Company of the Open Space shall include a provision transferring the responsibility to maintain the Open Space in accordance with the Open Space Provision and Maintenance Scheme (as may be amended from time to time with the agreement of the owner of the Open Space and the Council) to the Management Company.

1.9 The obligations in this Deed shall apply to the Open Space, unless or until:

1.9.1 planning permission is granted for the development of the Open Space; or

1.9.2 the Parties agree in writing that this Deed no longer binds the Open Space.

2. Management Company

2.1 The Management Company shall be a company limited by shares or guarantee and shall be open to membership only by the Owner, the Developer, the transferees or lessees of Open Market Units, any transferees of a fully staircased Shared Ownership Unit and any Registered Provider with an interest in the Site (as defined in clause 1.1 and the First Schedule).

2.2 The principal object of the Management Company shall be providing for the maintenance of the Open Space in accordance with the approved Open Space Provision and Maintenance Scheme and the terms of this Agreement.

2.3 The Registered Provider of the Intermediate Dwellings on the Site shall be a shareholder or member of the Management Company (as appropriate) and be bound by the Memorandum and Articles of Association of the Management Company and abide by any regulations made by it and shall represent the interests of the occupiers for the time being of the Intermediate Dwellings and shall pay the appropriate contribution to the costs of the Management Company as shall relate to the Intermediate Dwellings and shall include in the transfer or lease of each Intermediate Dwelling a covenant on the part of the purchaser or lessee to become a shareholder or member of the Management Company and to be bound by the Memorandum and Articles of Association of the Management Company and abide by any regulations made by it.

2.4 The Owner shall include in the transfer or lease of each Open Market Unit a covenant on the part of the purchaser or lessee to become a shareholder or member of the Management Company and to be bound by the Memorandum and Articles of Association of the Management Company and abide by any regulations made by it.

Part 5 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 35% of the Dwellings being Occupied; and
 - 1.1.2 50% prior to 70% of the Dwellings being Occupied,
- and not to permit Occupation of 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 6 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 and at least four weeks' written notice of the Anticipated Date of First Occupation.

Part 7 Monitoring Fees

- 1.1 To pay the Monitoring Fees to the Council prior to Occupation of any of the Dwellings and not to Occupy any of the Dwellings without having paid the Monitoring Fees to the Council

Part 8 Heritage Railway Land

- 1.1 The Owner covenants that the Heritage Railway Land shall, for a period of five (5) years following Commencement of Development be hereby safeguarded for Heritage Railway Purposes and during such period:
 - 1.1.1 The Owner shall not transfer the Heritage Railway Land to any person other than the Council or the East Lancashire Railway;
 - 1.1.2 The Heritage Railway Land shall be used for no other purposes than Heritage Railway Purposes or as a temporary site compound in relation to the construction of the Development;
 - 1.1.3 Upon written request of the Council, shall transfer its freehold interest in the Heritage Railway Land to either the Council or the East Lancashire Railway (as may be requested by the Council, subject to the agreement of the East Lancashire Railway if required) ("the Transfer") and the Transfer shall include the following terms:
 - 1.1.3.1 The freehold of the Heritage Railway Land shall be transferred with vacant possession for a nominal sum of £1 (one pound);
 - 1.1.3.2 a reservation in favour of the Owner and its successors in title for the benefit of the Owner's Retained Land and each and every part of it as may be required for the Development, including (but not limited to) rights:

- 1.1.3.2.1 to construct any buildings or other structures on the Owner's Retained Land;
 - 1.1.3.2.2 to enter those parts of the Heritage Railway Land as are necessary to carry out and complete and or maintain the Development;
 - 1.1.3.2.3 of support and protection from the Heritage Railway Land for the Owner's Retained Land;
 - 1.1.3.2.4 to connect to and use any existing service media in on under or over the Heritage Railway Land for the passage of services to and from the Owner's Retained Land; and
 - 1.1.3.2.5 to install and use new service media within the Heritage Railway Land for the passage of services to and from the Owner's Retained Land;
- 1.1.3.3 restrictive covenants by the Council or the East Lancashire Railway (as applicable) with the intention that the burden of these covenants run with and bind the Heritage Railway Land and each and every part of it and that the benefit of these covenants are annexed to and run with the Owner's Retained Land and each and every part of it including (but not limited to) the following:
- 1.1.3.3.1 not to use the Heritage Railway Land other than for Heritage Railway Purposes;
 - 1.1.3.3.2 not to use the Heritage Railway Land in any manner which would constitute a nuisance whether by reason of noise, smells, dust, vibration, or visual or other impacts, or in any other way in respect of any neighbouring residential development which is or may be constructed on the Owner's Retained Land or other land in the vicinity of the Heritage Railway Land;
 - 1.1.3.3.3 not to obstruct, interrupt or interfere with the exercise of any rights of the Owner and its successors in title to the Owner's Retained Land;
 - 1.1.3.3.4 not to construct any buildings or other structures on the Heritage Railway Land without the prior agreement of the Owner and the Developer, both acting reasonably; and
 - 1.1.3.3.5 not to do anything on the Heritage Railway Land which would or may obstruct, interrupt or interfere with the Development; and

1.1.3.4 positive covenants by the Council or the East Lancashire Railway (as applicable) for the benefit of the owners of the Owner's Retained Land including (but not limited to):

1.1.3.4.1 to maintain to a reasonable and appropriate standard so as not to affect the visual amenity of any neighbouring land or development, including but not limited to regular mowing, pruning, landscaping, securing and maintaining the Heritage Railway Land;

1.1.3.4.2 to the extent that such service media is not owned and/or maintained by any utility company to keep in good repair and working order any service media within the Heritage Railway Land which serves the Owner's Retained Land;

1.1.3.4.3 to enter upon request from the Owner and its successors in title to the Owner's Retained Land into any third party agreements relating to all or any agreements with any third parties required for the carrying out of and/or completion of the Development (including but not limited to agreements relating to the adoption of all roadways and/or services and/or service media required for the Development),

together with an obligation by the Council or the East Lancashire Railway (as applicable) not to dispose of any part of the Heritage Railway Land except to a third party who has first entered into a deed of covenant with the Owner to observe and perform the positive covenants in this paragraph 1.1.3.4 and to apply for the entry of a restriction against the title to the Heritage Railway Land at the Land Registry to protect this obligation; and

1.1.3.5 any other appropriate rights, reservations or covenants as may be required by the Owner and/or the Developer (both acting reasonably) to protect the value and amenity of the Development or any other development or neighbouring land,

PROVIDED ALWAYS THAT the Owner shall not be obliged to complete the Transfer prior to first Occupation of the final Dwelling.

1.2 For the avoidance of doubt, the legal document effecting the Transfer must include a restrictive covenant which prevents the use of the Heritage Railway Land for any use other than Heritage Railway Purposes.

1.3 In the event that the Council serves written notice on the Owner that it wishes to enter into a Transfer of the Heritage Railway Land, the Transfer shall be drafted by the solicitor acting on behalf of the Owner in accordance with paragraph 1.1.3 above and, as soon as reasonably practicable following service of the written request pursuant to paragraph 1.1.3, shall be sent to the solicitor acting on behalf of the Council or East Lancashire Railway (as applicable) for approval by the Council or East Lancashire Railway (as applicable) and the parties shall thereafter use reasonable endeavours to enter into a Transfer of

as soon as reasonably practicable and in any event within six (6) months of such written request and any disagreement over the content of the Transfer may be referred by either party to an independent expert, who shall finally determine the contents of the Transfer in accordance with clause 11 SAVE THAT the Owner shall not be obliged to complete the Transfer prior to first Occupation of the final Dwelling.

1.4 Following the expiry of either:

1.4.1 the period set out at paragraph 1.1 during which no notice has been served in accordance with paragraph 1.1.3; or

1.4.2 any further period in accordance with paragraph 1.3 above if notice has been served in accordance with paragraph 1.1.3 during which period the parties have been unable to agree and complete the transfer in accordance with paragraph 1.1.3 above, the Heritage Railway Land shall be released from the obligations set out in this **Schedule 9, Part 2** and the Owner shall be free to dispose of and develop the Heritage Railway Land free from said obligations and restrictions and for the avoidance of doubt shall not be required to transfer the Heritage Railway Land to either the Council or the East Lancashire Railway.

Part 9 Tram/Train Land

1.1 The Owner covenants that the Tram/Train Land shall, for a period of [ten (10)] years following Commencement of Development be hereby safeguarded for Tram/Train Purposes and during such period:

1.1.1 The Owner shall not transfer the Tram/Train Land to any person other than the Council or TfGM;

1.1.2 The Tram/Train Land shall be used for no other purposes than Tram/Train Purposes or as a temporary site compound in relation to the construction of the Development;

1.1.3 Upon written request of the Council, shall transfer its freehold interest in the Tram/Train Land to either the Council or TfGM (as may be requested by the Council, subject to the agreement of TfGM if required) ("the Transfer") and the Transfer shall include the following terms:

1.1.3.1 The freehold of the Tram/Train Land shall be transferred with vacant possession for [payment terms/value TBA];

1.1.3.2 a reservation in favour of the Owner and its successors in title for the benefit of the Owner's Retained Land and each and every part of it as may be required for the Development, including (but not limited to) rights:

1.1.3.2.1 to construct any buildings or other structures on the Owner's Retained Land;

1.1.3.2.2 to enter those parts of the Tram/Train Land as are necessary to carry out and complete and or maintain the Development;

- 1.1.3.2.3 of support and protection from the Tram/Train Land for the Owner's Retained Land;
 - 1.1.3.2.4 to connect to and use any existing service media in on under or over the Tram/Train Land for the passage of services to and from the Owner's Retained Land; and
 - 1.1.3.2.5 to install and use new service media within the Tram/Train Land for the passage of services to and from the Owner's Retained Land;
- 1.1.3.3 restrictive covenants by the Council or TfGM (as applicable) with the intention that the burden of these covenants run with and bind the Tram/Train Land and each and every part of it and that the benefit of these covenants are annexed to and run with the Owner's Retained Land and each and every part of it including (but not limited to) the following:
- 1.1.3.3.1 not be use the Tram/Train Land other than for Tram/Train Purposes;
 - 1.1.3.3.2 not to use the Tram/Train Land in any manner which would constitute a nuisance whether by reason of noise, smells, dust, vibration, or visual or other impacts, or in any other way in respect of any neighbouring residential development which is or may be constructed on the Owner's Retained Land or other land in the vicinity of the Tram/Train Land;
- not to obstruct, interrupt or interfere with the exercise of any rights of the Owner and its successors in title to the Owner's Retained Land;
- 1.1.3.3.3 not to construct any buildings or other structures on the Tram/Train Land without the prior agreement of the Owner and the Developer, both acting reasonably; and
 - 1.1.3.3.4 not to do anything on the Tram/Train Land which would or may obstruct, interrupt or interfere with the Development; and
- 1.1.3.4 positive covenants by the Council or TfGM (as applicable) for the benefit of the owners of the Owner's Retained Land including (but not limited to):
- 1.1.3.4.1 to maintain to a reasonable and appropriate standard so as not to affect the visual amenity of any neighbouring land or development, including but not limited to regular mowing, pruning, landscaping, securing and maintaining the Tram/Train Land;
 - 1.1.3.4.2 to the extent that such service media is not owned and/or maintained by any utility company to keep in good repair and working order any service media within the Tram/Train Land which serves the Owner's Retained Land;

1.1.3.4.3 to enter upon request from the Owner and its successors in title to the Owner's Retained Land into any third party agreements relating to all or any agreements with any third parties required for the carrying out of and/or completion of the Development (including but not limited to agreements relating to the adoption of all roadways and/or services and/or service media required for the Development),

together with an obligation by the Council or TfGM (as applicable) not to dispose of any part of the Tram/Train Land except to a third party who has first entered into a deed of covenant with the Owner to observe and perform the positive covenants in this paragraph 1.1.3.4 and to apply for the entry of a restriction against the title to the Tram/Train Land at the Land Registry to protect this obligation; and

1.1.3.5 any other appropriate rights, reservations or covenants as may be required by the Owner and/or the Developer (both acting reasonably) to protect the value and amenity of the Development or any other development or neighbouring land,

PROVIDED ALWAYS THAT the Owner shall not be obliged to complete the Transfer prior to first Occupation of the final Dwelling.

1.2 For the avoidance of doubt, the legal document effecting the Transfer must include a restrictive covenant which prevents the use of the Tram/Train Land for any use other than Tram/Train Purposes.

1.3 In the event that the Council serves written notice on the Owner that it wishes to enter into a Transfer of the Tram/Train Land, the Transfer shall be drafted by the solicitor acting on behalf of the Owner in accordance with paragraph 1.1.3 above and, as soon as reasonably practicable following service of the written request pursuant to paragraph 1.1.3, shall be sent to the solicitor acting on behalf of the Council or TfGM (as applicable) for approval by the Council TfGM (as applicable) and the parties shall thereafter use reasonable endeavours to enter into a Transfer of as soon as reasonably practicable and in any event within six (6) months of such written request and any disagreement over the content of the Transfer may be referred by either party to an independent expert, who shall finally determine the contents of the Transfer in accordance with clause 11 SAVE THAT the Owner shall not be obliged to complete the Transfer prior to first Occupation of the final Dwelling.

1.4 Following the expiry of either:

1.4.1 the period set out at paragraph 1.1 during which no notice has been served in accordance with paragraph 1.1.3; or

1.4.2 any further period in accordance with paragraph 1.3 above if notice has been served in accordance with paragraph 1.1.3 during which period the parties have been unable to agree and complete the transfer in accordance with paragraph 1.1.3 above, the Tram/Train Land shall be released from the obligations set out in this **Schedule 9, Part 10** and

the Owner shall be free to dispose of and develop the Tram/Train Land free from said obligations and restrictions and for the avoidance of doubt shall not be required to transfer the Tram/Train Land to either the Council or TfGM.

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 five 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.

SCHEDULE 4

Draft Planning Permission



Town and Country Planning Act 1990 (as amended)

PLANNING PERMISSION GRANTED

APPLICATION REFERENCE: 23/00431/HYBR

Name and address for correspondence: Victoria Welch WSP 8 First Street Deansgate Manchester M15 4RP	Applicant name: Kellen Homes Ltd
<u>Part I - Particulars of Application</u> Date of Application: 14 June 2023	
Proposal:	Full application for residential development for 191 dwellings including access, landscaping, open space together with erection of sub-station and foul water pump station
Location:	Castleton Sidings , Heywood Road , Rochdale

Part II - Particulars of decision

The Rochdale Metropolitan Borough Council hereby give notice in pursuance of the provisions of the Town and Country Planning Act 1990 (as amended) that planning permission has been **Granted subject to conditions** for the carrying out of the development referred to in Part I above.

The Council hereby permits the above development in accordance with the details given on the application form and subject to the following condition(s):

Conditions and Reasons

Time

1. The development must be begun not later than three years beginning with the date of this permission.

Reason: Required to be imposed by Section 91 of the Town and Country Planning Act 1990 (as amended).

Plans

2. The development hereby approved shall be carried out in accordance with the following drawings and documents:

- Location Plan (ref: KH003-A-000 Revision C)
- Site Layout Plan Composite (ref: KH003-A-100 Revision D)
- Site Layout Plan (ref: KH003-A-100 Revision D)
- Materials Plan (ref: KH003-A-200 Revision C)
- Boundary Treatments Plan (ref: KH003-A-300 Revision C)
- Waste Management Plan (ref: KH003-A-700 Revision D)
- Storey Heights Plan (ref: KH003-A-102 Revision B)
- Street Scenes (ref: KH003-A Revision B)
- Housetypes Pack
- Landscape Layout ref: KH003-A-401
- S104 Agreement Plans 1 of 2 (23147-BGC-D-100S104 (i) – A)
- S104 Agreement Plans 2 of 2 (23147-BGC-D-100S104 (ii) – A)
- Adoptable Flow Control Chamber (23147-BGC-D-321-A)
- Cellular Storage Construction Details (23147-BGC-D-326-A)
- Adoptable Foul Water Pumping station (23147-BGC-D-326-A)
- Flood Exceedance Routing Plan Sheet 1 of 2 (23147-BGC-D-161-A)
- Flood Exceedance Routing Plan Sheet 2 of 2 (23147-BGC-D-162-A)
- Design and Access Statement
- Planning Statement Addendum
- Arboricultural Impact Survey
- Air Quality Assessment
- Archaeological Desk Based Assessment
- Biodiversity Net Gain Assessment
- Crime Impact Statement Version B
- Energy and Sustainability Statement
- Preliminary Ecological Appraisal
- Habitats Regulations Assessment
- Health Impact Assessment
- Flood Risk and Drainage Assessment
- Noise and Vibration Assessment
- Transport Assessment
- Construction Environmental Management Plan
- Phase I & II Geoenvironmental Site Assessment
- Viability Report by Northern Land Agency

Reason: For the avoidance of doubt and to ensure a satisfactory standard of development in accordance with the policies contained within the adopted Places for Everyone Plan and the National Planning Policy Framework.

Materials

3. Notwithstanding any description of materials in the application no above ground construction works shall take place until samples and / or full specification of materials to be used externally on the buildings have been submitted to and approved in writing by the Local Planning Authority. Such details shall include the type, colour and texture of the materials. The development shall thereafter be carried out in accordance with the approved details.

Reason: In order to ensure a satisfactory appearance in the interests of visual amenity in accordance with policies JP-S1 and JP-P1 of the adopted Places for Everyone Plan and the NPPF.

Reason for pre-commencement condition: In the interests of visual amenity and in accordance with policies JP-S1 and JP-P1 of the adopted Places for Everyone Plan and the NPPF.

Tree Protection

4. No development shall take place until all trees that are to be retained within or adjacent to the site, as set out within the approved Arboricultural Impact Assessment (April 2024) have been enclosed with temporary protective fencing in accordance with BS:5837:2012 'Trees in relation to design, demolition, and construction. Recommendations'. The fencing shall be retained throughout the period of construction and no activity prohibited by BS:5837:2012 shall take place within such protective fencing during the construction period.

Reason: In order to protect the existing trees on the site in the interests of the amenities of the area and in accordance with Policies JP-P1, JP-G2, JP-G6 and JP-G7 of the adopted Places for Everyone Plan and the NPPF.

Reason for pre-commencement condition: Construction works on site have the potential to impact trees from the initial stages and are therefore to be protected prior to works starting on site.

Tree Retention

5. No retained tree shall be cut down, uprooted or destroyed, nor shall any retained tree be topped or lopped other than in accordance with the approved plans and particulars, without the written approval of the Local Planning Authority. Any topping or lopping approved shall be carried out in accordance with the relevant recommendations of appropriate British Standards or other recognised Codes of Good Practice. If any retained tree is removed, uprooted or destroyed or dies (as a consequence of the development), another tree shall be planted at the same place and that tree shall be of such size and species, and shall be planted at such time as may be specified in writing by the Local Planning Authority.

Reason: To ensure that retained trees are adequately protected, in the interests of the visual amenities of the locality in accordance with JP-P1, JP-G2, JP-G6 and JP-G7 of the adopted Places for Everyone Plan.

Bird Nesting Season

6. No clearance of trees and shrubs in preparation for (or during the course of) development in any phase or phases of the development shall take place during the bird nesting season (March - August inclusive) unless a survey to establish whether the site is utilised for bird nesting has been undertaken by a suitably qualified ecologist and a copy submitted to the Local Planning Authority. Should the survey reveal the presence of any nesting species, then no development shall take place on that part of the site during the period specified above unless a mitigation strategy has first been submitted to and approved in writing by the Local Planning Authority which provides for the protection of nesting birds during the period of works on site. The development shall thereafter be carried out in accordance with any agreed mitigation strategy.

Reason: In order to prevent disturbance to any nesting birds that may be present in accordance with Policies JP-P1, JP-G2, JP-G6 and JP-G7 of the adopted Places for Everyone Plan and the NPPF.

Reason for pre-commencement condition: Construction works on site have the potential to disturb nesting birds from the initial stages and are therefore to be protected prior to works starting on site.

Invasive Species

7. Prior to the commencement of development (including ground works and vegetation clearance), an invasive non-native species protocol shall be submitted to and approved by the local planning authority, detailing the containment, control, and removal of invasive plant species on site. The measures shall be carried out strictly in accordance with the approved scheme.

Reason - To secure the satisfactory disposal of this invasive species of plant, which under the terms of the Wildlife & Countryside Act 1981, as amended, it is an offence to be caused to spread in the wild, in accordance with the general principles of Policy JP-P1 and JP-G8 of the adopted Places for Everyone Plan.

RAMS

8. No earthworks or vegetation clearance shall take place until a reasonable avoidance measures method statement for small mammals and amphibians has been submitted to and approved in writing by the Local Planning Authority. If any protected species is found to either reside or forage within the site, no development shall take place until a scheme for the protection of their habitat or an appropriate mitigation scheme has been submitted to and approved in writing by the Local Planning Authority and the approved protection or mitigation measures shall thereafter be fully implemented.

Reason: To safeguard any protected species which may either live or forage within the site in accordance with Policy JP-G8 of the Places for Everyone Plan and the NPPF.

Reason for pre-commencement condition: As the proposals require the disturbance of ground, it is necessary to understand the extent of any existence.

Badger Surveys

9. No earthworks or vegetation clearance shall take place until updated badger surveys have been submitted to and approved in writing by the Local Planning Authority.

Reason: To safeguard protected species as defined by the Wildlife and Countryside Act 1981 and in accordance with Policy JP-G8 of the Places for Everyone Plan and the NPPF.

Construction Environmental Management Plan

10. The development hereby approved shall not be carried out except in complete accordance with the Construction Environmental Management Plan and Construction Transport Plan.

The plan shall set out that no construction vehicles will access the site from the Fairway for the duration of the construction period.

Reason: In order to ensure that appropriate measures are put in place to limit noise, nuisance and disturbance to the occupiers of neighbouring dwellings and to protect the adjacent habitats during the construction of the development in accordance with policies Policy JP-G8 of the Places for Everyone Plan, and the requirements of the NPPF.

Remediation

11. The development hereby permitted shall be implemented in accordance with the following reports unless otherwise first agreed by the Local Planning Authority

- Phase I and Phase II Geo-Environmental Site Assessment - Prepared by E3P Ref 14-768-R1-3. Dated: March 13th, 2023.
- Supplementary Ground Investigations; Prepared by E3P, March 13th, 2023.
- Geoenvironmental Assessment Public Open Space: Prepared by E3P, March 13th, 2023.
- Controlled Waters Supplementary Assessment – Prepared by E3P. Ref. 17-468-L5-2. Dated March 5th, 2024.
- Remediation Strategy - Prepared by E3P. Ref 14-768-R4-2 Dated March 5th, 2024.
- Pile Design Contaminated Land Risk Assessment - Prepared by E3P Ref. 14-768-R4-2. Dated March 5th, 2024.
- Soils Remediation Method Statement and Implementation Plan – Prepared by Urban Regeneration, May 17th, 2024.

In the event of unsuspected / unanticipated contamination being encountered then a review and revision to the previously approved documents identified above, demonstrating to the Local Planning Authority that there is no resultant unacceptable risk to groundwater, shall be submitted to and approved by the Local Planning Authority. The development shall thereafter be completed in accordance with the revised documents.

Reason: To prevent pollution of the water environment and to ensure the safe development of the site in the interests of the amenity of future occupiers in accordance with Policy JP-S1 of the Places for Everyone Plan, and the requirements of the NPPF.

12. Pursuant to condition 11 and prior to first use or occupation of any phase of development a verification report, which validates that all remedial works undertaken on site as part of that phase of development were completed in accordance with those agreed with the Local Planning Authority, shall be submitted to and approved in writing by the Local Planning Authority.

Reason: To prevent pollution of the water environment and to ensure the safe development of the site in the interests of the amenity of future occupiers in accordance with Policy JP-S1 of the Places for Everyone Plan, and the requirements of the NPPF.

Biodiversity

13. No above ground development shall take place until a Landscape and Habitat Creation and Management Plan (LHCMP) has been submitted to, and be approved in writing by, the local planning authority. The content of the LHCMP shall include the following.

- a) Description and evaluation of features to be created and/or managed;
- b) Ecological trends and constraints on site that might influence management;
- c) Aims and objectives of management;
- d) Appropriate management options for achieving aims and objectives;
- e) Prescriptions for management actions;
- f) Details of the body or organization responsible for implementation of the plan; and
- g) Ongoing monitoring and remedial measures

The LHCMP should set out how net gain in biodiversity (habitat enhancement) will be achieved on the site and include details of the legal and funding mechanisms by which the long-term implementation of the plan will be secured by the developer with the management body(ies) responsible for its delivery. The Plan should also set out (where the results from monitoring show that conservation aims and objectives of the Plan are not being met) how contingencies and/or remedial action will be identified, agreed and implemented so that the development still delivers the fully functioning biodiversity objectives of the originally approved scheme. The approved Plan should be implemented in accordance with the approved details.

Reason: To ensure the protection of wildlife and supporting habitat and to secure opportunities for the enhancement of the nature conservation value of the site in accordance with Policies JP-S1 and JP-G8 of the Places for Everyone Plan and the NPPF.

Sustainable Drainage Management and Maintenance

14. Prior to occupation of the development a sustainable drainage management and maintenance plan for the lifetime of the development shall be submitted to the local planning authority and agreed in writing. The sustainable drainage management and maintenance plan shall include as a minimum:

- a) Arrangements for adoption by an appropriate public body or statutory undertaker, or, management and maintenance by a resident's management company; and
- b) Arrangements for inspection and ongoing maintenance of all elements of the sustainable drainage system to secure the operation of the surface water drainage scheme throughout its lifetime.

The development shall subsequently be completed, maintained and managed in accordance with the approved plan.

Reason: To ensure that management arrangements are in place for the sustainable drainage system in order to manage the risk of flooding and pollution during the lifetime of the development in accordance with Policy JP-G8 of the Places for Everyone Plan and the NPPF.

Drainage

15. No drainage systems for the infiltration of surface water to the ground are permitted other than with the written consent of the local planning authority. Any proposals for such systems must be supported by an assessment of the risks to controlled waters. The development shall be carried out in accordance with the approved details.

Reason: To ensure that the development does not contribute to and is not put at unacceptable risk from or adversely affected by unacceptable levels of water pollution caused by mobilised contaminants in accordance with Policy JP-S4 of the Places for Everyone Plan and the NPPF.

16. The drainage for the development hereby approved shall be carried out in accordance with Banners Gate's Drainage Plans and details:
- Section 104 Agreement Plan drg 23147-BGC-D-104 (ii) A consultants dated April 2024
 - Cellular Storage Construction Details drg 23147-BGC-D-326 (rev A) dated April 2024
 - Adoptable Flow Control Chamber drg 23147-BGC-D-321 (rev A) dated April 2024

The approved scheme shall also be in accordance with the Non-Statutory Technical Standards for Sustainable Drainage Systems (March 2015) or any subsequent replacement national standards. Prior to occupation/ use of the proposed development, the drainage scheme shall be completed in accordance with the approved details and retained thereafter for the lifetime of the development.

Reason: To promote sustainable development, secure proper drainage and to manage the risk of flooding and pollution and to prevent an increased risk of flooding as a result of the development and to ensure satisfactory disposal of surface water from the site in accordance with Policy JP-S4 of the Places for Everyone Plan and the NPPF.

Highways

17. No part of the development shall be occupied until highway improvement works at the proposed junction with Heywood Road / Manchester have been implemented in accordance with details (including their layout, design and surfacing) which have first been submitted to and approved in writing by the Local Planning Authority.

Reason: In order to secure improvements to the highway network to ensure safe and convenient access and circulation for vehicle traffic, to prevent obstruction of the highway and to provide improved public transport linkages to the site in the interests of road and pedestrian safety in accordance with the requirements of Policies JP-P1, JP-C1, JP-C5, JP-C6 and JP-C8 of the adopted Places for Everyone Plan and the NPPF.

18. No part of the development shall be occupied until a scheme for the creation of a self-enforcing 20mph zone along all new estate roads within the site relating to that phase has first been submitted to and approved in writing by the Local Planning Authority. The scheme shall thereafter be implemented in accordance with the approved details before the final dwelling to be served by that road is first occupied.

Reason: In order to ensure adequate traffic calming measures along new estate roads in the interests of highway and pedestrian safety in accordance with the requirements of Policies JP-P1, JP-C1 and JP-C8 of the adopted Places for Everyone Plan and the NPPF.

19. No part of the development shall be occupied until revised road markings at junctions onto Manchester Road and lining refreshed upon completion is implemented in line with a scheme that has been submitted to and approved by the council as local planning authority.

Reason: In the interests of highway safety and the provision of safe and adequate parking, in accordance with Policies JP-P1, JP-C1 and JP-C8 of the Places for Everyone Plan and the NPPF.

20. No part of the development shall be occupied until a Full Travel Plan for the site is submitted to and approved in writing by the Local Planning Authority. The Full Travel Plan shall be implemented and reviewed in accordance with the timetable set out within the plan.

Reason: To provide for sustainable travel and to limit the effects of the increase in travel movements in accordance with Policies JP-P1, JP-C1 and JP-C8 of the Places for Everyone Plan and the NPPF.

21. No part of the development shall be occupied until the one-way signage is installed at the vehicular access from Heywood Road.

Reason: In the interests of highway safety and in accordance with Policies JP-P1, JP-C1 and JP-C8 of the Places for Everyone Plan and the NPPF.

22. Prior to completion of the development a 3 Stage Road Safety Audit shall be submitted to and approved in writing by the Local Planning Authority.

Reason: In the interests of highway safety and in accordance with Policy JP-P1, JP-C1 and JP-C8 of the Places for Everyone Plan and the NPPF.

23. No dwelling hereby approved shall be occupied until such time as the car parking areas have been laid out, hard surfaced and drained in accordance with the approved Planning Layout.

Reason: In order to ensure that there is adequate provision for vehicles to be parked clear of the highway in the interests of road safety and amenity and to prevent obstruction in accordance with Policy JP-C5 of the Places for Everyone Plan and the NPPF.

Air Quality

24. The development hereby approved shall only be carried out in accordance with mitigation measures detailed within the submitted Air Quality Assessment produced by Redmore Environmental dated April 2024

Reason: To minimise the impact upon air quality and in order to minimise the environmental impact of the development, pursuant to Policy JP-S5 of the Places for Everyone Plan.

Crime Impact Statement

25. The development hereby approved shall be implemented in accordance with the recommendations within the Crime Impact Statement dated 17th April 2024 unless otherwise agreed in writing by the Local Planning Authority.

Reason: For the avoidance of doubt and in the interests of public safety and security in accordance with Policy JP-P5 of the Places for Everyone Plan and the NPPF.

External Lighting

26. Prior to first occupation of the development, details of the strategy for all external lighting, including lighting on the buildings, within the building's curtilage, and lighting units within the public realm works, shall be submitted to, and approved in writing by, the Local Planning Authority. The development shall be implemented in accordance with the approved details.

Reason: To ensure adequate lighting within the development and to ensure full accessibility within the public realm works, and would not adversely impact on protected species pursuant to Policy JP-P1 of the Places for Everyone Plan,

Noise

27. The development hereby approved shall be implemented in accordance with the submitted noise impact assessment to achieve the following internal and external noise levels
- 35 dB(A) Leq (16 hour) in the bedrooms with windows shut and other means of ventilation provided between 7 am and 11pm;
 - 30dB(A) Leq 8 hour in the bedrooms with windows shut and other means of ventilation provided between 11pm and 7am;
 - 35 dB(A) Leq (16 hour) in the living room/s with windows shut and other means of ventilation provided between 7 am and 11pm;
 - 40dB(A) Leq (16 hour) in other habitable rooms with windows shut and other means of ventilation provided at all times;
 - Noise in external amenity areas shall not exceed 57 dB(A).
The acoustic fence is installed along the southern boundary as documented in section 5.1

A verification report shall be submitted to and approved in writing by the Local Planning Authority prior to first occupation of any dwelling requiring acoustic mitigation measures.

Reason: In order to safeguard the amenities of the area and to prevent nuisance arising in accordance with Policy JP-P1 of the Places for Everyone Plan and the NPPF.

Landscaping

28. Notwithstanding the details shown on the approved plans, no part of the development shall be occupied until full details of both hard and soft landscaping works have been submitted to and approved in writing by the Local Planning Authority.

The details shall include the formation of any banks, terraces or other earthworks, hard surfaced areas and materials, planting plans, specifications

and schedules (including planting size, species and numbers/densities), existing plants / trees to be retained and a scheme for the timing / phasing of implementation works.

The landscaping works shall be carried out in accordance with the approved scheme for timing / phasing of implementation or within the next planting season following final occupation of the development hereby permitted, whichever is the sooner.

Any trees or shrubs planted or retained in accordance with this condition which are removed, uprooted, destroyed, die or become severely damaged or become seriously diseased within 5 years of planting shall be replaced within the next planting season by trees or shrubs of similar size and species to those originally required to be planted.

Reason: To ensure that the site is satisfactorily landscaped having regard to its location and the nature of the proposed development and in accordance with Policies JP-P1 and JP-G2 of the Places for Everyone Plan and the NPPF.

Removal of PD Rights

29. Notwithstanding the provisions of Part 1, Schedule 2, Article 3, of the Town and Country Planning (General Permitted Development) (England) Order 2015 (or any order revoking or re-enacting that Order with or without modification), no development shall take place within the curtilage of any dwelling, or converted dwelling, hereby approved under Schedule 2, Part 1, Classes A, AA, B, D, and E of the above order; except with the prior written approval of the Local Planning Authority.

Reason: To ensure a satisfactory standard of development in accordance with the policies contained within the adopted Places for Everyone Plan and the NPPF.

Rainwater Goods

30. The rainwater goods utilised in the development hereby permitted shall be coloured black and thereafter so maintained to that colour.

Reason: In order to ensure a satisfactory appearance in accordance with Policy JP-P1 of the Places for Everyone Plan.

Boundary Treatments

31. The development shall be carried out in strict accordance with the approved Boundary Treatment Plan drawing reference A-300 Rev C. The approved boundary treatments shall be erected in accordance with the approved details and shall thereafter be retained.

Reason: To safeguard the amenities of the adjoin neighbouring properties from overlooking and loss of privacy and in the interests of visual amenity and the character of the area in accordance with Policy JP-P1 of the Places for Everyone Plan and the Council's Guidelines and Standards for Residential Development SPD.

Procedure Statement:

The proposal complies with the development plan and would improve the economic, social and environmental conditions of the area. It therefore comprises sustainable development and the Local Planning Authority worked proactively to issue the decision without delay.

Date Decision Issued

Melanie Hale
Head of Planning Services

IMPORTANT

PLEASE ENSURE THAT YOU HAVE READ AND FULLY UNDERSTOOD THE CONTENTS OF THIS DECISION NOTICE. YOUR ATTENTION IS DRAWN TO THE ATTACHED NOTES.

INFORMATIVE:

The Local Planning Authority's reasons for its decision are set out in the accompanying officer's report.

INFORMATIVE:

The applicant is reminded of the need to submit and obtain formal approval of those details required by the conditions of this planning permission before development may lawfully commence on the site. The formal discharge of a planning condition is currently subject to payment of an additional fee per request: £34.00 for householder applications and £116.00 in all other cases.

INFORMATIVE:

The proposed development lies within a coal mining area which may contain unrecorded mining related hazards. If any coal mining feature is encountered during development, this should be reported to The Coal Authority. Any intrusive activities which disturb or enter any coal seams, coal mine workings or coal mine entries (shafts and adits) requires the prior written permission of The Coal Authority. Property specific summary information on coal mining can be obtained from The Coal Authority Property Search Service on 0845 762 6848 or at www.groundstability.com.

INFORMATIVE:

The applicant is advised that the supply and delivery of refuse containers (including all wheelie bins and food waste caddies) for residential developments is chargeable and the responsibility for these charges rests with the applicant/developer. The cost is based on a variable rate per property depending on the property size and number of bedrooms but as an indication, the present charge for a suite of three 240l recycling bins and one 240l refuse bin is £144 per residence. Please contact environmental.management@rochdale.gov.uk for a quotation for your development.

Appendix 1
Site Plan

AUTHORISED SIGNATURE



Legend

- Indicates application site boundary.
- Indicates additional land owned by vendor.

Rev	Date	Amend	Notes

Development	
CASTLETON SIDINGS	
Location	
ROCHDALE	
Drawing Title	
Location Plan	
Job Number	Drawing Number
KH003	KH003-A-000
Revision	Scale
	1:2500 @A2
Drawn By	Date
BP	21.04.22
Checked By	Date Checked
RC	

K

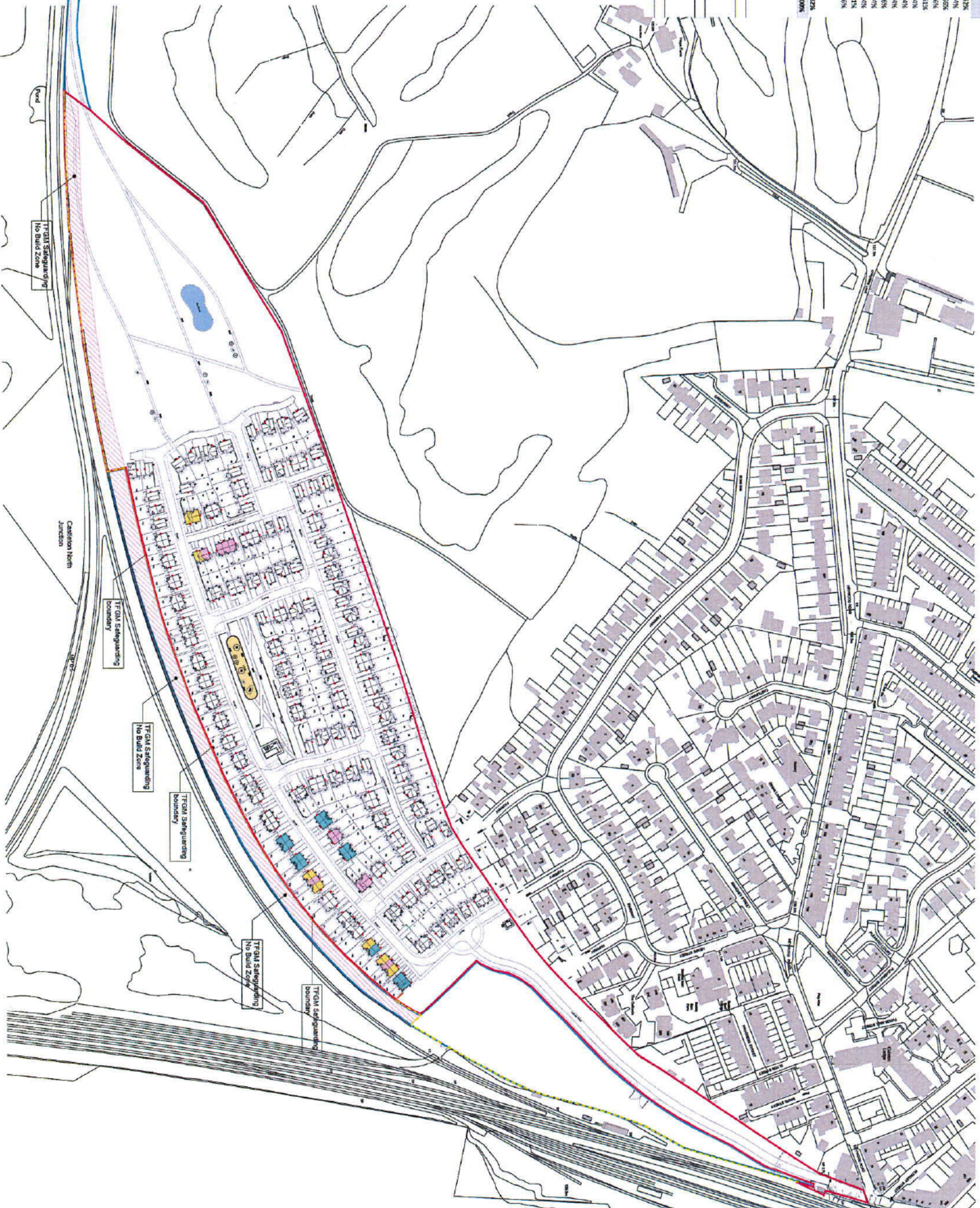
H

KELEEN
HOMES

1st Floor, 103 Dalton Avenue, Birchwood Park,
Warrington WA3 6YE
T: 01925 363108 W: www.keelenhomes.com

Appendix 2

Plans

[illegible]

Legend	
	Indicates 1 mm high feature line
	Indicates 1 mm high pot divisional screen lines
	Indicates 2 mm electric fence
	Indicates san collection pits.
	Indicates principal entrance door to dwelling
	Indicates secondary entrance door to dwelling
	Indicates application site boundary
	Indicates land within the Applicant's Control
	Indicates rent properties
	Indicates shared ownership properties
	First floors properties
	Indicates electric vehicle charging points.
	Indicates remote electric vehicle charging points.
	Access to E1R level
	Indicates substation

AUTHORISED SIGNATOR

E	05.07.24	Notes ends from drain on schedule. EV Charger locations and future lay out to be used. Turning into the driveway. Access field 1 to E10 and in	at access gate	MMW
D	20.03.24	Notes ends from drain on schedule. EV Charger locations and future lay out to be used. Turning into the driveway. Access field 1 to E10 and in		
C	05.03.24	Grass on unit awarded to next horticulture society for 1 season. Notes area allocation		
B	05.02.24	2 am acoustic fence added		
A	30.10.23	Approved entries used from beyond road		
Rev	Date	Amend		Initials

Development
CASTLETON SIDINGS

ROCHDALE

CAD Site Layout - Composite

KH003	KH003-A-100
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F	NTS@A1
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BP	13.01.22
----	----------

RC

1st Floor, 103 Dalton Avenue, Birchwood Park,
Warrington WA3 6YE
T: 01925 363108 W: www.kellenhomes.com



Legend

- Indicates ELR site boundary.
- Indicates Kellen Homes site boundary.

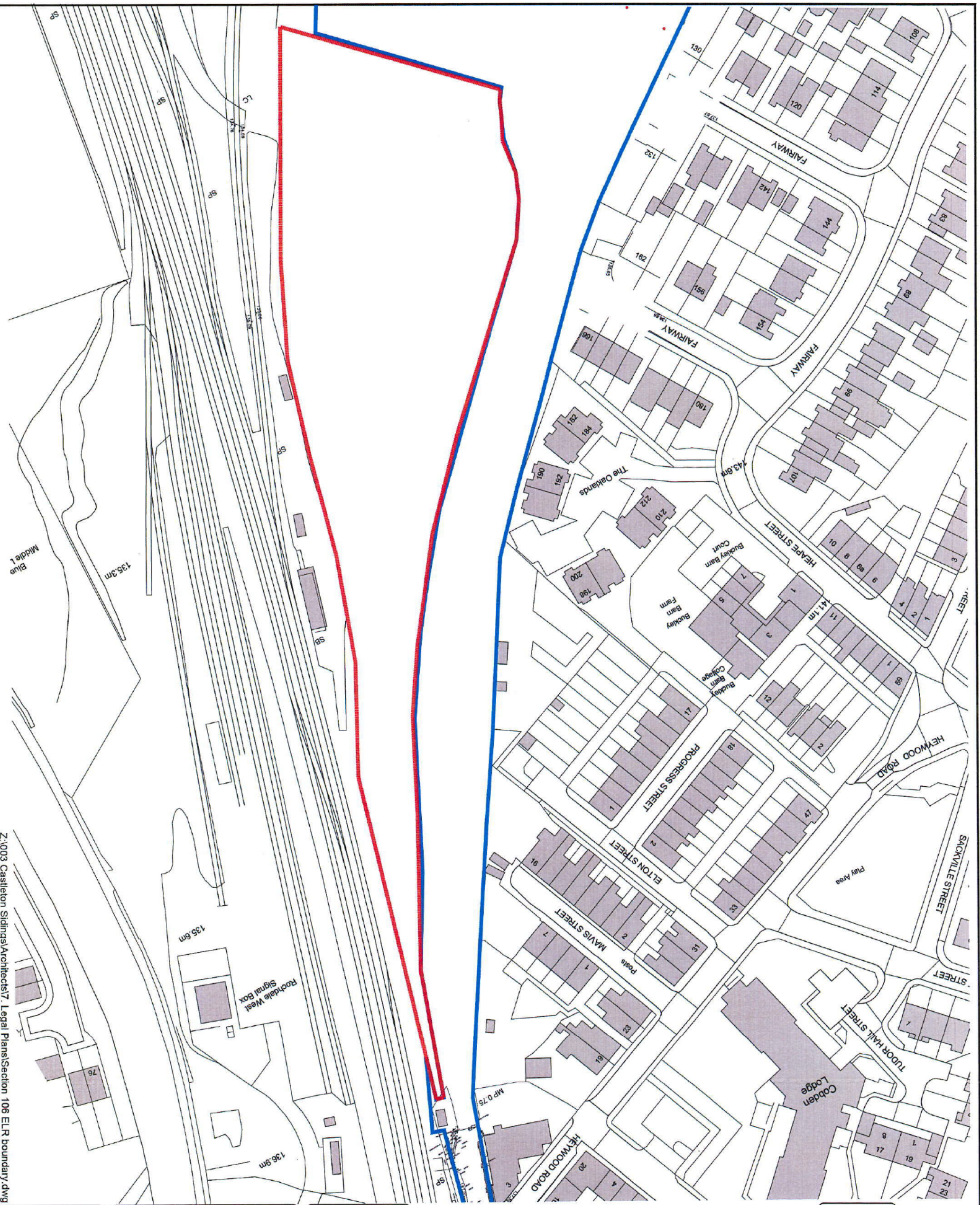
Plan showing
"Heritage Railway Land"

AUTHORISED SIGNATORY



Rev	Date	Amend	Notes

Development CASTLETON SIDINGS	
Location ROCHDALE	
Drawing Title ELR Location Plan	
Job Number KH003	Drawing Number KH003-A-520
Revision	Scale 1:500 @ A1
Drawn By BP	Date 17.07.24
Checked By RC	Date Checked -



1st Floor, 103 Dalton Avenue, Birchwood Park,
Warrington WA3 6YE
T: 01925 363108 W: www.kellenhomes.com

KELLEN
HOMES



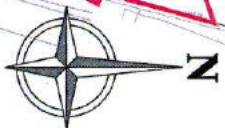
AUTHORIZED SIGNATORY

Record #	129	Instrument	10101
Development Location CASTLETON SIDINGS LOCATION			
Material Type - TRAIN TRAIN STAND-OFF			
Drawing Number Particulars - CCP02			
Drawn By MANV			
Checked by - Don Campbell			
Scale 1" = 4'			
Date 16.07.24			

1st Floor, 103 Dalton Avenue, Birchwood Park,
Warrington WA3 6YE
T: 01925 363108 W: www.kellenhomes.com



KELLEN
HOMES



AUTHORIZED SIGNATORY

[illegible]

County	
CASE FILE NO.	
Case Name	
Location	Roadside
Inventory Status	
Counting Method	
RE TRAINED LAND PLAN	
With Title	
KH003	
Revision	
Counting Unit	KH-RET-01
Scale (in ft)	1:1000
Date	26.07.24
DRAWN BY	CHEN CHANG
CHECKED BY	

0 5 10 15 25 50 m

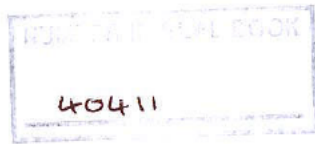
SCALE BAR 1:1000

Z:\003 Castleion Sidings\Architects\7. Legal Plans\CASTLETON DEMARCATION PLAN.dwg

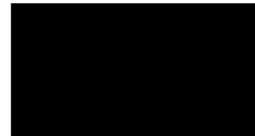
1st Floor, 303 Dalton Avenue, Birchwood Park,
Warrington WA3 6YE
T: 01925 365108 W: www.kellenhomes.com

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 **THE ROCHDALE
BOROUGH COUNCIL** in the presence
of:



Authorised Signatory
Name:



EXECUTED AS A DEED by
TATA STEEL UK LIMITED acting by:

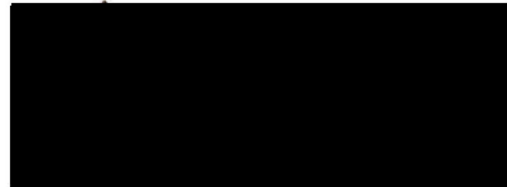


Designated member

In the presence of:

Witness Signature:

Witness Name (block capitals):



EXECUTED AS A DEED by
KELLEN HOMES LIMITED
Acting by:



Designated Member



Signed

In the presence of:

Witness Signature:

Witness Name (block capitals):

