
Dated:

2026

- (1) ROCHDALE BOROUGH COUNCIL
 - (2) MOHAMMED ANJUM IQBAL and MOHAMMED NAJUM IQBAL
 - (3)
-

AGREEMENT

under section 106 of the Town and Country Planning Act 1990 relating to Land Adjacent
Unit 6/5D Of Existing Caldershaw Business Centre, Ings Lane, Rochdale

BETWEEN

- ## INTRODUCTION

- NOW THIS DEED WITNESSETH AS FOLLOWS:**

OPERATIVE PROVISIONS

1. DEFINITIONS AND INTERPRETATION

- “Application”** means the Application for planning permission for erection of business centre comprising 9no’ industrial units together with associated parking such application having been allocated reference number 23/01042/FUL.

Biodiversity Metric

means the statutory biodiversity accounting tool published by DEFRA or Natural England from time to time that can be used to measure the biodiversity value or relative biodiversity value of habitat or habitat enhancement for the purposes of biodiversity net gain.

Biodiversity Unit(s)

means the quantum of biodiversity as measured by the Biodiversity Metric.

“Commencement of Development”

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

- (a) site investigations or surveys including exploratory boreholes or excavations;
- (b) site clearance;
- (c) the demolition of any buildings or structures on the Site;
- (d) the construction of temporary site access and service roads;
- (e) the erection of construction fencing or hoarding;
- (f) the erection of construction accommodation and facilities;
- (g) works for the provision of drainage or mains services to prepare the Site for development;
- (h) works associated with ecological mitigation;
- (i) the construction of internal site roads and drainage infrastructure serving the Development pursuant to the Planning Permission, and
- (j) the construction of off-site highways works and improvements and junction works

and “Commence”, “Commencement” and “Commenced” will be construed accordingly

“Development”

means the development of the Site pursuant to the Planning Permission

Evidence Of Purchase	means documentary evidence of the purchase from a Habitat Bank of 2.23 Biodiversity Units together with evidence that the Habitat Bank meets the definition of Habitat Bank within this agreement
"First Occupation"	means the Occupation of any part of the Development on the Site
Habitat Bank	means a body registered with the National Biodiversity Gain Register and subject to an agreement under Section 106 of the Town and Country Planning Act 1990 or a Conservation Covenant under The Environment Act 2021 under which the operation of the Habitat Bank is subject to legal obligations in respect of the provision of Biodiversity Units
"Monitoring Fees"	means the sum of £1000 (one thousand pounds) in respect of the Councils administrative costs in monitoring compliance with this agreement
National Biodiversity Gain Register	means the register maintained by Natural England of authorised Habitat Banks amongst other things
"Occupation"	means the physical occupation of a building in the Development but excluding occupation by personnel engaged in construction, marketing, fitting out, testing, security or estate management and the words "Occupy" and "Occupied" will be construed accordingly
"Planning Permission"	means the planning permission to be granted by the Council pursuant to the Application in the form set out at Schedule 4
"Site"	means the land in respect of which the Application has been made and which is described in Schedule 1 and shown edged red on the Site Plan
"Site Plan"	means the plan showing the Site edged red appended to this agreement at Appendix 1
"Working Day"	means any day from Monday to Friday inclusive which is not a Bank or Public Holiday and "Working Days" shall be construed accordingly

1.2 Interpretation

In this Deed:

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

2. EFFECT OF THIS DEED

- 2.1 This Deed is made pursuant to section 106 of the Act. To the extent that they fall within the terms of section 106 of the Act, the obligations contained in this Deed are planning obligations for the purposes of section 106 of the Act and are enforceable by the Council against the Owner and all successors in title to the Owner.
- 2.2 To the extent that any of the obligations contained in this Deed are not planning obligations within the meaning of the Act, they are entered into pursuant to the powers contained in section 111 Local Government Act 1972, section 1 of the Localism Act 2011 and all other enabling powers.
- 2.3 Nothing in this Deed restricts or is intended to restrict the proper exercise at any time by the Council of any of its statutory powers, functions or discretions in relation to the Site.
- 2.4 This Deed will be registered as a local land charge in respect of the Site by the Council.
- 2.5 This Deed is conditional upon the grant of the Planning Permission and Commencement, save for the provisions of clauses 2.4, 2.5, 2.6, 2.8, 2.9, 3.3, 6, 7, 8, 10, 11, 12, 13, and 17 of this Deed, which shall have immediate effect.
- 2.6 If Commencement of Development has not taken place within the provisions of Sections 56, 91 and 93 of the Act or quashed or declared unlawful as a result of legal proceedings then this Deed shall absolutely determine and become null and void but without prejudice to the rights of either party against the other in respect of any antecedent breach.

- 2.7 The Owner on behalf of themselves and any person(s) deriving title to any part of the Site from the Owner hereafter hereby covenants with the Council so as to bind the Site to fully observe and perform the obligations in this Deed including those obligations set out in **Schedule 2** and hereby agrees until such time as the Deed comes to an end under clause 2.6 or such time as the obligations contained therein are discharged, the Site shall be subject to the obligations, restrictions and provisions specified herein, such obligations being planning obligations for the purpose of section 106 of the Act.
- 2.8 The obligations in this Deed will not be enforceable against: (i) a statutory undertaker after the transfer of the statutory apparatus and any land upon or in which the statutory apparatus is situated by the Owner to that statutory undertaker.
- 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 (with the concurrence of the Mortgagee) to comply with the obligations set out in **Schedule 2**, in relation to the Development.
- 3.2 The Council agrees with the Owner to comply with its obligations set out in **Schedule 3**.
- 3.3 The Council will issue the Planning Permission within 10 Working Days of the date of this agreement.
- 3.4 The Council agrees with the Owner to act reasonably, properly and diligently in exercising its discretion and discharging its functions under this Deed. In particular, where any notice, consent, approval, authorisation, agreement or other similar affirmation is required under the terms of then Deed, the Council will not unreasonably withhold or delay such notice, consent, approval, authorisation, agreement or other similar affirmation.
4. **LIABILITY**
- 4.1 No person will be liable for any breach of the terms of this Deed occurring after the date on which they part with their interest in the Site or the part or parts of the Site in respect of which such breach occurs, but they will remain liable for any breaches of this Deed occurring before that date. Neither the reservation of any rights or the inclusion of any covenants or restrictions over the Site in any transfer of the same will constitute an interest for the purposes of this clause 4.1.
- 4.2 No party shall be bound by the obligations in the Deed, or be subject to enforcement action in respect of a breach of such obligations, unless and until it shall have a freehold or leasehold interest in the Site.

5. TERMINATION OF THIS DEED

- 5.1 If the Planning Permission shall expire before Commencement of Development or shall at any time be lawfully revoked or for any reason cease to remain extant and capable of implementation this Deed shall forthwith determine and cease to have effect in which case the registration of this Deed on the Register of Local Land Charges and Land Registry will forthwith be cancelled by the Council.
- 5.2 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 £2,000.00 (Two Thousand 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.

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;

- 8.1 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
- 8.2 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.

9. 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.

10. DETERMINATION OF DISPUTES

- 10.1 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.
- 10.2 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.
- 10.3 Any expert however so appointed shall act as an independent expert and shall be appointed on the basis that:

- 10.3.1 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;
 - 10.3.2 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;
 - 10.3.3 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;
 - 10.3.4 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;
 - 10.3.5 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
 - 10.3.6 will use all reasonable endeavours to publish their decision within 30 Working Days of their appointment.
- 10.4 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.
- 10.5 Where a party fails to pay any costs of an expert pursuant to clause 11.4 the other party may pay such costs and the sums so paid shall be a debt due from the defaulting party to the paying party upon demand.
- 10.6 Nothing in this clause shall be taken to fetter the parties' ability to seek legal redress in the Courts (or otherwise) for any breach of the obligations in this Deed.

11. JURISDICTION

- 11.1 This Deed is to be governed by and interpreted in accordance with the law of England.
- 11.2 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.

12. THIRD PARTIES

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

13. 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.

14. LATE PAYMENT

- 14.1 If any payment due under any of the provisions of this Deed is not made on or before the due date the party from whom it was due shall at the same time as making the payment to the other party pay interest at 4% above the base lending rate of Barclays Bank Plc as at the due date for the period starting with the due date and ending with the date on which payment of the sum on which interest is payable is received by the Council.

15. 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.

16. EXCLUSIONS

The obligations in this Deed will not be enforceable against: (i) the Mortgagee unless and until the mortgagee has taken or entered into possession of the Site or part thereof in which case it will also be bound by the covenants, restrictions and obligations in this Deed as if it were a person deriving title from an original covenanting party (ii) 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 (iii) the owners or occupiers of any industrial units erected on the Site pursuant to the Planning Permission, nor the mortgagees of any such owners.

17. EXECUTION

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

SCHEDULE 1

The Site

1 The Freehold land at Adjacent Unit 6/5D Of Existing Caldershaw Business Centre, Ings Lane, Rochdale shown outlined in red on the Site Plan and land registered at HM Land Registry with absolute title under title number GM496803.

SCHEDULE 2

Owner Obligations

The Owner hereby covenant as follows:

- 1.1 Not to allow or permit the Commencement of Development until the Owner has purchased 2.23 Biodiversity Units from a Habitat Bank and has produced to the Council the Evidence Of Purchase and have received written confirmation from the Council that it is satisfied with the said Evidence Of Purchase
- 1.2 To serve on the Council a Commencement Notice 14 days prior to the Commencement of Development.
- 1.3 To pay the Monitoring Fees to the Council prior to Commencement of the Development and not to Commence the Development without having paid the Monitoring Fees to the Council.

SCHEDULE 3
Council Covenants

The Council covenants to:

1. Following the performance and satisfaction of all the obligations contract 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.
2. Upon written request from the Owner to provide written confirmation of the discharge of the obligations of the Owner continued in the agreement when satisfied such obligations have been performed.

SCHEDULE 4

Draft Planning Permission

Appendix 1

Site Plan

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

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

Authorised
person:

Name:

EXECUTED AS A DEED by
MOHAMMED ANJUM IQBAL:

M. A. Iqbal 16.09.26

In the presence of:

Witness Signature:

Shakil Amjad

Witness Name (block capitals):

SHAKIL AMJAD.

address

34 BROOMHURST AVENUE
OLDHAM.

EXECUTED AS A DEED by
MOHAMMED NAJUM IQBAL

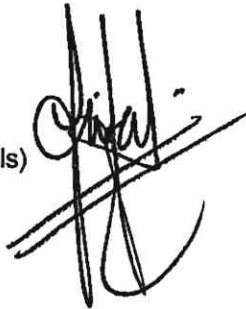
M. N. Iqbal. 16/09/2026.

In the presence of:

Witness Signature:

Witness Name (block capitals)

address



Mr. M. A. SALIM.

16/09/2026.

M. SALIM & CO.
ACCOUNTANTS
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Location Plan	1:1000
10/09/2022	PD