

Dated

2026

(1) THE METROPOLITAN BOROUGH OF BURY

- and –

(2) ADAB HOMES LTD

-and -

(3) ROMACO SPV 2 LIMITED

AGREEMENT

Under Section 106 of the Town and Country Planning Act 1990 (as amended) and other enabling powers relating to land at
157 Bolton Road, Bury BL8 2NW

THIS AGREEMENT is made the day of

2026

BETWEEN:

- (1) **THE METROPOLITAN BOROUGH OF BURY** of Town Hall, Bury BL9 0SW ("**the Council**"); and
- (2) **ADAB HOMES LTD** (Company Registration Number 15919948) of 15 Ikon Avenue, Wolverhampton, Wolverhampton WV6 0FA ("**the Owner**"); and
- (3) **ROMACO SPV 2 LIMITED** (Company Registration Number 10179215) whose registered office is at 15 Carnarvon Street, Manchester, M3 1HJ ("**Lender**").

NOW IT IS HEREBY AGREED as

follows:

INTRODUCTION

- 1.1 The Council is the enforcing Local Planning Authority for the purpose of the Act for the area within which the Land is situated.
- 1.2 The Owner is the freehold owner of the Land under title number GM36452 (subject to a mortgage in favour of the Lender but otherwise) free from encumbrances.
- 1.3 The Application for the Development has been submitted to the Council by the Owner.
- 1.4 The Lender is the registered proprietor of the charge dated 5 June 2026 referred to in the charges register of Title number GM36452 and has agreed to enter into this deed to give its consent to the terms of this deed
- 1.5 The Council by way of a resolution from the Planning Control Committee on 27 January 2026 has resolved to grant the Planning Permission subject to this Agreement being entered into.
- 1.6 The planning purpose of this Agreement is to compensate for the loss of an employment use in Bolton Road/ Bury Road Local Centre, as allocated within the adopted Development Plan, arising as a direct result of the Development by securing the Employment Contribution pursuant to the Council's Unitary Development Plan Policy EC2/2; "Employment Land and Premises Outside the Employment Generating Areas" and its accompanying Supplementary Planning Document 14: 'Employment Land and Premises'.
- 1.7 The parties are satisfied that the planning obligations hereunto entered into are necessary to make the Development acceptable in planning terms, directly related to the Development, and fairly and reasonably in scale and kind to the Development.

2. DEFINITIONS AND INTERPRETATION

- 2.1 In this Agreement (which is entered into as and may also be referred to herein as a 'Deed') unless the context requires otherwise the following words and expressions have the respective meaning as set out opposite to them:-

"Act"	means the Town and Country Planning Act 1990 (as amended).
"Application"	means planning application carrying the Council's reference number 72460 for the carrying out of the Development on the Land.
"Borough"	The administrative area of the Council
"Commencement Date"	means the date upon which any part of the Development shall be commenced by the carrying out on any part of the Land pursuant to the Planning Permission of any material operation as defined by section 56(4) of the Act and "Commencement" "Commenced" "Commencement of Development" and "Commencement of the Development" shall be construed accordingly.
"Development"	the change of use from commercial (Use Class E) to 5-bedroom, 6-occupants House in Multiple Occupation (HMO) (Use Class C4) and associated external alterations (including new doors/windows, removal of advertisement hoarding/roller shutter along front elevation, and new access gate along rear boundary and associated landscaping as set out in the Application and the information submitted therewith.
"Dwelling"	means the 5 (five) bedroom residential dwellings to be constructed on the Land pursuant to the Planning Permission.
"Employment Contribution"	means the sum of £3,783.00 (three thousand seven hundred and eighty-three pounds) payable by the Owner to the Council pursuant to Schedule 1 of this Deed.
"Employment Purposes"	means for the purposes as set out in the Council's Supplementary Planning Document 14 — Employment Land and Premises (updated October 2011)
"Index Linked"	increased in accordance with the following formula: Amount payable = the payment specified in this deed x (A/B) where: a. A is the figure for the Retail Prices Index (All Items) that applied immediately preceding the date the

	payment is due; and b. B is the figure for the Retail Prices Index (All Items) that applied when the index was last published before the date of this deed
"Interest"	means interest at the rate of 4% (four percent) above the base lending rate of the Barclays Bank plc from time to time
"Land"	means the land at 157 Bolton Road, Bury BL8 2NW as identified edged red on the Location Plan.
"Local Land Charge"	means an entry in the register of local land charges kept under the Local Land Charges Act 1975
"Location Plan"	the plan attached to this Agreement at the 3 rd Schedule.

"Monitoring Fee"	the sum of £550.00 (five hundred and fifty pounds)
"Occupation"	means occupation for the purposes permitted by the Planning Permission but not including personnel engaged in construction, fitting out or decoration or occupation for marketing or display or occupation in relation to security operations and "Occupy" and "Occupied" and "First Occupation" and "Occupiers" shall be construed accordingly.
"Planning Permission"	the planning permission to be granted in pursuance of the Application.
"Working Days(s)"	shall mean any day other than a Saturday, Sunday or statutory Bank Holiday.

3. INTERPRETATION

- 3.1 References to any party shall include the successors in title of that party and to any deriving title through that party and in the case of the Council the successors to their respective statutory functions.
- 3.2 This Deed is given with the intent to bind the Owner's freehold interest in the Land.
- 3.3 Obligations undertaken by a party which comprises more than one person shall be deemed to be made by them jointly and severally
- 3.4 Words importing persons include firms organisations companies and bodies corporate and vice versa
- 3.5 Words importing the singular shall include the plural and vice versa
- 3.6 References to clauses and Schedules are to the clauses and Schedules of this deed.
- 3.7 Any words following the term(s) including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 3.8 Words importing masculine and feminine genders include each of the other genders and the neuter gender
- 3.9 Any reference to any statutory provision shall include any subsequent re-enactment or amending provision and every statutory instrument

direction or specification made pursuant to or deriving from that provision.

- 3.10 An obligation to do something includes an obligation to procure it to be done and an obligation not to do something includes an obligation not to allow it to be done.
- 3.11 Any updates amendments supersede revocations withdrawal or any other changes to any planning policy shall for the avoidance of any doubt not affect the construction of nor extinguish any of the obligations in this Agreement.
- 3.12 References to "the Land" shall include the whole and any part or parts of the Land.

4. OPERATIVE PROVISIONS

- 4.1 This Agreement is a planning obligation by agreement made pursuant to Section 106 of the Act so as to bind the Land in accordance with that Section and shall be enforceable as such by the Council.
- 4.2 In so far as any of the covenants contained in this Agreement are not planning obligations within the meaning of the Act they are entered into pursuant to the powers contained in Section 111 of the Local Government Act 1972 and Section 1 of the Localism Act 2011 and all other enabling powers.
- 4.3 The covenants, restrictions and obligations contained in this deed are planning obligations for the purposes of section 106 of the Act and are entered into by the Owner with the intention that they bind the interests held by that person in the Land and their respective successors and assigns.

5. COMMENCEMENT

The covenants contained in this Agreement shall come into effect on the date of this Agreement unless otherwise specifically indicated in this Agreement.

6. CESSATION AND LIABILITY

- 6.1 No person shall be liable for any breach of the covenants restrictions or obligations contained in this Agreement occurring after he has parted with his interest in the Land or the part of the Land in respect of which such breach occurs save that for clarification they shall remain liable for any and all breaches prior to parting with such interest in the Land or part of the Land.
- 6.2 This Agreement shall cease to have effect if:-
 - 6.2.1 the Planning Permission shall be quashed revoked or otherwise withdrawn or modified (save as to any minor modifications to the

Development as shall be agreed from time to time by the Council and the Owner) prior to the Commencement Date; or

6.2.2 the Planning Permission shall expire prior to the Commencement Date; or

- 6.3 Insofar as any clause or clauses (or for the purpose of schedules paragraph or paragraphs) or parts of the same of this Deed are found (for whatever reason) to be invalid, illegal or unenforceable then such invalidity, illegality or unenforceability shall not affect the validity or enforceability of the remaining provisions of this Deed or any parts of the same.
- 6.4 No planning obligation contained in this Agreement shall be revoked or modified except in accordance with Section 106A of the Act save and unless the contrary may be expressly provided for in this Agreement.
- 6.5 The cessation of this Agreement shall not affect the liability of any party for any breach prior to its cessation.
- 6.6 Nothing in this Agreement shall be taken or construed as absolving the Owner from obtaining any other consent or approval required by law including for the avoidance of doubt permission for access to or development necessary and/or pertaining to the Development on any area of land which is not the Land.
- 6.7 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with any planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

7. COVENANTS TO THE COUNCIL

- 7.1 The Owner covenants with the Council to observe and perform the covenants set out in the First Schedule.
- 7.2 The Owner hereby covenants to pay to the Council upon the execution of this Agreement:
- a. the Council's reasonable and proper legal costs together with all disbursements incurred in connection with the preparation, negotiation, completion and registration of this deed together with a sealing fee of £70.00 (seventy pounds); and
 - b. the sum of £1550.00 (One Thousand Five Hundred and Fifty Pounds) as a contribution towards the Council's costs of monitoring the implementation of this deed.
- 7.3 The Owner further covenants to pay by way of reimbursement any reasonable and proper legal fees or costs of the Council reasonably and properly incurred in enforcing the terms of this Agreement following a breach of its terms by the Owner except where the recovery of such costs falls to be determined by a court of competent jurisdiction pursuant to any proceedings brought to enforce this Deed.

7.4 The Owner warrants that by entering into this Deed it has the full authority of any superior or inferior owner or occupier of the Land whose legal entitlement may or may not be the subject of registration via HM Land Registry and where reasonable and necessary shall have communicated and disclosed any changes as a result of this Deed to the said persons and where this shall not be the case undertakes to indemnify the Council for any legal or other costs associated with and which may be reasonably incurred as a consequence of the results of such non-communication or non-disclosure.

7.5 The Owner covenants with the Council to:

- a. observe and perform the covenants, restrictions and obligations contained in Schedule 1; and
- b. give at least 10 Working Days written notice to the Council of the intended Commencement Date

8. COVENANTS BY THE COUNCIL

The Council hereby covenants with the Owner to observe and perform the covenants in the Second Schedule hereto.

9. LENDER'S CONSENT

9.1 The Lender consents to the completion of this Agreement and declares that its interest in the Land shall be bound by the terms of this deed as if it had been executed and registered as a land charge before the creation of the Lender's interest in the Land.

9.2 The Lender (or any future lender whose interest in the Land is bound by the terms of this Agreement) shall not be personally liable for any breach of the obligations in this deed unless committed or continuing at a time when the Lender is in possession of all or any part of the Land.

10. RELEASE

10.1 No person shall be liable for any breach of a covenant, restriction or obligation contained in this deed after parting with all of its interest in the Land, except in respect of any breach subsisting before parting with that interest

11. NOTICES

11.1 Any notice or other written communication to be served upon a party to any other under the terms of this deed shall be deemed to have been validly served or given if delivered by hand or sent by recorded delivery post to the party upon whom it is to be served or to whom it is to be given or as otherwise notified for the purpose in writing.

11.2 All notices to be served upon the Council pursuant to this Agreement shall be served upon the Director of Law & Governance at Bury MBC

Town Hall Knowsley Street, Bury BL9 OSW.

11.3 All notices to be served upon the Owner pursuant to this Agreement shall be served upon the Owner at its registered office address.

11.4 All notices to be served upon the Lender pursuant to this Agreement shall be served upon the Lender at its registered office address.

12. LOCAL AUTHORITY POWERS

Nothing in this Agreement shall be taken or construed as restricting the Council in the operation of its statutory duties and powers

13. LOCAL LAND CHARGE

This Agreement shall be registered as a Local Land Charge by the Council and following the performance and satisfaction of all the obligations contained in this Agreement the Council shall upon written request from the Owner confirm to the Owner compliance with the obligations contained in the Agreement and shall forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement

14. INTEREST

If any payment due to be paid by the Owner under this Agreement is paid late the Interest will also be payable from the date payment is due to the date payment is received.

15. INDEXATION

All financial contributions payable to the Council will be Index Linked and where reference is made to an index and that index ceases to exist or is replaced or rebased, then it includes reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this deed) or, in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Owner in writing.

16. RIGHTS OF THIRD PARTIES

A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement

17. OWNERSHIP

17.1 The Owner warrants that no person other than the Owner and the Lender have any legal or equitable interest in the Land.

17.2 Until the covenants, restrictions and obligations in **Error! Reference source not found.** have been complied with, the Owner will give to the Council within 5 Working Days the following details of any conveyance, transfer, lease,

assignment, mortgage or other disposition entered into in respect of all or any part of the Land:

17.2.1 the name and address of the person to whom the disposition was made; and

17.2.2 the nature and extent of the interest disposed of.

18. FUTURE PERMISSIONS

18.1 Nothing in this Agreement prohibits or limits the right to develop any part of the Land in accordance with any planning permission (other than the Planning Permission or modification, variation or amendment thereof) granted after the date of the Planning Permission.

19. AGREEMENTS AND DECLARATIONS

The parties agree that:

19.1.1 nothing in this Agreement constitutes a planning permission or an obligation to grant planning permission; and

19.1.2 nothing in this Agreement grants planning permission or any other approval, consent or permission required from the Council in the exercise of any other statutory function.

20. DISPUTE RESOLUTION

20.1 Any dispute or difference arising out of this Agreement shall be submitted for the determination of an expert, being an independent and fit person holding professional qualifications appropriate in light of the subject matter of the dispute.

20.2 The expert shall be appointed by the parties jointly or, in default, of agreement within 10 (ten) clear Working Days after either party has given to the other a written request requiring the appointment of an expert, by or on behalf of the president for the time being of the professional body chiefly relevant in England with such matters as may be in dispute ("the President")

20.3 The President shall, if so requested, appoint an independent expert or other person qualified in the discipline that the President deems appropriate for the dispute or difference in question. The expert so appointed must:-

20.3.1 act as an expert and not as an arbitrator;

20.3.2 afford the parties the opportunity within reasonable time limits to make representations to him;

20.3.3 inform each party of the representations (if any) of the other so far as practicable at the same time so that the representations are exchanged;

20.3.4 afford each party the opportunity within reasonable time limits

to make representations to him on the representations of the other; and

20.3.5 notify the parties of his decision, with reasons, within the minimum practicable timescale allowing for the nature and complexity of the dispute and in any event not more than twenty-eight working days from the date of his appointment to act

20.4 The fees and expenses of the expert including the cost of his nomination shall be borne by the parties to the dispute in such proportion as the expert shall determine and failing such determination shall be borne equally by the parties who shall bear their own costs as to the submission and determination of the dispute or difference by the expert

20.5 The expert's determination is to be conclusive and binding on the parties except:-

20.5.1 where there is a manifest error; and/or

20.5.2 on a matter of law.

20.6 Either party may pay the share of the expert's fees and expenses due from the other party on behalf of the other party if such share is not paid within 20 (twenty) Working Days of demand by the expert in which case the amount so paid plus all incidental expenses shall become a debt due and immediately payable to the paying party from the other party.

20.7 The provisions of this Clause 20 shall not fetter in any way nor affect the ability of the parties to apply for and be granted any of the following: declaratory relief, injunction, specific performance payment of any sum damages any other means of enforcing this Deed and consequential and interim orders and relief.

21. JURISDICTION

This Agreement shall be interpreted in accordance with the law of England and Wales and the parties submit to the nonexclusive jurisdiction of the Court of England and Wales.

22. DELIVERY

The provisions of this Deed shall be of no effect (other than this clause which shall be of immediate effect) until this Deed has been dated.

EXECUTED AS A DEED on the date specified at the commencement of this Agreement.

FIRST SCHEDULE

Owner's Covenants with the Council

1. Employment Contribution

- a. Prior or upon the completion of this Agreement the Owner shall pay to the Council the Employment Contribution for the Employment Purposes.
- b. The Owner shall provide the Council with at least seven clear days' written notice of the Commencement Date.
- c. The Owner shall not cause or permit the Commencement of Development unless and until it shall have paid the Employment Contribution to the Council in accordance with paragraph 1 of this First Schedule.

SECOND SCHEDULE

Council covenants with the Owner

1. The Council shall pay the Employment Contribution into a designated account of its choosing and shall not spend, allocate or commit for expenditure any part of the Employment Contribution until either the Commencement Date or upon written receipt of the Commencement Date in accordance with Paragraph 2 of the First Schedule of this Agreement.
2. The Council covenants to use the Employment Contribution for the Employment Purposes only.
3. The Council covenants that if upon the expiry of the tenth anniversary of the Commencement Date or the date written notice of the Commencement Date is received (whichever is the later) there remains any sum of the Employment Contribution unspent, unallocated or uncommitted for expenditure in such an account then such remaining sum shall be repaid by the Council to the Owner.

THIRD SCHEDULE

Location Plan identifying the Land

THE COMMON SEAL of The Metropolitan

Borough of Bury was hereunto affixed in

the presence of:-

.....
Authorised Signatory

Executed as a Deed by
ADAB HOMES LTD
acting by one Director
in the presence of:
Director

Witness Signature:
.....

Witness Name:
.....

Witness Address:
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.....
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Executed as a Deed by
ROMACO SPV 2 LIMITED
acting by one Director
in the presence of:
Director

Witness Signature:

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Witness Name:

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Witness Address:

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