

Planning Obligations: Draft Heads of Terms for Section 106 Agreement

Our ref 71293/01/BOC/AGa
Date 28 April 2026

Subject Land at Augustus Way, Cheadle

1.0 Introduction

- 1.1 This Draft Heads of Terms has been prepared by Lichfields on behalf of Keepmoat Homes Limited [Keepmoat] to accompany a full planning application for the development of 135 dwellings on land at Augustus Way, Cheadle [the Site].
- 1.2 It should be noted at the outset that the Heads of Terms set out in this document are predominantly dependent on the technical consultees assisting on preparation of the application, determining a relevant contribution / proposed commitment required to make the development acceptable.
- 1.3 Keepmoat wishes to reserve the right, if required, to submit a Viability Assessment during determination of the application should this scenario arise.
- 1.4 At present, Keepmoat is proposing the provision of 33% affordable housing in accordance with Local Plan Policy H3 (Affordable Housing). At this stage, the following contributions are expected as part of any planning permission on the site.

2.0 Affordable Housing

- 2.1 To submit an Affordable Housing Scheme before the commencement of the development. The Affordable Housing Scheme shall provide 33% affordable housing on the site:
 - 1 The tenure of the Affordable Housing will be split ***% Shared Ownership (Intermediate) Housing and ***% Affordable Rented.
- 2.2 The definition of Shared Ownership (Intermediate) housing and Affordable Rented is that included in the National Planning Policy Framework [NPPF] (Annex 2).
- 2.3 In the event that the Developer has either:
 - 1 Offered the Affordable Housing (or any units forming part thereof) to an Affordable Housing Provider or Providers for a continuous period of 6 months with no Affordable Housing Provider expressing a wish to take such Affordable Housing; or
 - 2 Where the Developer itself proposes to provide the Affordable Housing (or any units forming part thereof) it has made the same available for a continuous period of 6 months without a qualifying person expressing a wish to occupy such Affordable Housing, then such units will no longer be considered as Affordable Housing and the

Developer shall be entitled to sell such Affordable Housing (or relevant units forming part thereof) on the open market. The developer shall provide a contribution (to be agreed) from the sales of the units to the LPA.

3.0 Open Space Provisions

On-Site Open Space

- 3.1 Prior to the occupation of ***% of the dwellings to provide the Open Space in accordance with the approved Open Space Scheme.

4.0 Biodiversity Net Gain

- 4.1 Prior to the commencement of development, off-site mitigation will be provided in the form of *** habitat units to achieve the necessary 10% net gain in all unit types and satisfy the trading rules.

5.0 Index Linkage

- 5.1 If any sum has not been paid by ***, it will be index linked to the Consumer Prices Index from that date.

6.0 Legal Costs

- 6.1 To pay the Council's reasonable legal costs for preparing and completing the agreement. The legal costs will not exceed [£***] and will be payable on the signing of the agreement.