

THIS DEED is made the day of Two Thousand and Twenty
Six

B E T W E E N

- (1) **NEWPORT CITY COUNCIL** of the Civic Centre, Newport, South Wales NP20 4UR
(hereinafter called "**the Council**"); and
- (2) **RBM MANAGEMENT LIMITED (Company Registration Number 07473082)** of 82
Spring Grove, Greenmeadow, Cwmbran, NP44 5EB ("**the Owner**")

W H E R E A S :-

- (1) The Council is the Local Planning Authority for the purposes of this Deed for the area within which the land described in the First Schedule (hereinafter called "the Land") is situated and by whom the obligations contained in this Deed are enforceable.
- (2) The Owner is the owner in fee simple in possession of the Land which is registered at H M Land Registry in respect of the same under Title Number WA187322.
- (3) By application reference number 25/0530 dated 28 July 2025 (hereinafter called "the Planning Application") the Owner by their agent has applied to the Council for planning permission to develop the Land in the manner and for the uses set out in the Planning Application and in the plans deposited with the Council and forming part of the Planning Application as described in the Second Schedule ("the Development").
- (4) The Council has resolved to grant planning permission ("the Planning Permission") for the Development subject to conditions and subject to the making of this Deed without which planning permission for the development would not have been granted. The Council will issue the Planning Permission as soon as is reasonably practicable and in any event no later than five working days after the date of this Agreement.

N O W THIS DEED is made in pursuance of Section 106 of the Town and Country Planning Act 1990 and is a planning obligation for the purposes of that section and **WITNESSES** as follows:-

1. The Owner covenants with the Council to perform the obligations and observe the restrictions specified in the Third Schedule.
2. It is agreed and declared as follows:-
 - 2.1 The expressions "the Council" and "the Owner" shall include their successors in title and assigns.
 - 2.2 No person shall be liable for breach of a covenant contained in this Deed after he shall have parted with all interest in the Land or the part in respect of which such breach occurs but without prejudice to liability for any subsisting breach of covenant prior to parting with such interest.
 - 2.3 The covenants contained in this Deed shall take effect upon the completion of this Deed.
 - 2.4 This Deed is a Local Land Charge and the Council shall register it as soon as practicable after the completion of this Agreement.
 - 2.5 For the purposes of this Agreement Section 56(2) of the Town and Country Planning Act 1990 shall determine the date upon which the Development is begun
 - 2.6 The Owner hereby agrees to pay, prior to completion of this Deed, the legal costs incurred by the Council in the preparation and completion of this Deed of £900 and a planning administration fee of £368.
 - 2.7 Unless the right of enforcement is expressly provided it is not intended that a third party should have the right to enforce a provision of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999.
 - 2.8 The parties to this Deed may by agreement rescind or vary this Deed without

the consent of a third party to whom the right of enforcement of any of its terms has been expressly provided.

2.9 Without prejudice to the Council's rights to enforce any breaches of this Agreement (including by way of injunction) if any sum due to the Council under this Deed is not paid on or before the date upon which it is due then in addition to such sum there shall be paid to the Council interest at two per cent (2%) per annum above the base rate for the time being of the National Westminster Bank Plc from the due date of payment until the actual date of payment.

2.10 All sums payable by the Owner under this Deed shall be index linked so that the relevant contributions due shall be uplifted or decreased in accordance with the difference between the Retail Price Index (or such similar index as may from time to time be published to replace such index, published by the Office for National Statistics or its successor body) last published prior to the date of this Deed and the last Retail Price Index published prior to the date the financial sum is paid.

2.11 It is agreed that this Agreement shall lapse and be of no further effect if:

- (a) the Planning Permission shall expire prior to commencement of the Development; or
- (b) the Planning Permission shall be withdrawn or revoked prior to commencement of the Development; or
- (c) the Planning Permission is quashed following a successful legal challenge.

2.12 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Land in accordance with a planning permission (other than the Planning Permission) granted (whether or not on appeal) after the date of this Agreement.

IN WITNESS whereof these presents have been duly executed as a Deed by the parties hereto the day and year first before written

FIRST SCHEDULE

All that land known as 153 Commercial Road, Newport, NP20 2PJ as the same is edged in red on the plan attached hereto.

SECOND SCHEDULE

Planning Application reference number 25/0530 dated 28 July 2025 relating to the redevelopment of vacant site to provide a commercial unit on the ground floor and 4 no. studio flats within the first and second floors (resubmission of 24/0373)

THIRD SCHEDULE

- 1) Prior to the occupation of the second dwelling comprised in the Development, the Owner shall pay to the Council a contribution towards the provision of affordable housing in the City of Newport consisting of the total sum of thirteen thousand seven hundred and twenty eight pounds (£13,728) (“the Affordable Housing Sum”)

- 2) The Affordable Housing Sum shall be used by the Council within the Housing Target Area of Newport West in accordance with the Council’s Affordable Housing Supplementary Planning Guidance but if no suitable scheme is identified within 3 years of the date of payment then the Affordable Housing Sum can be used anywhere within the city of Newport.

- 4) If the Affordable Housing Sum is not used or committed to be used within 5 years of it being paid to the Council, then it shall be repaid to the payer within 20 working days of a written request together with any interest accrued at two per cent (2%) per annum above the base rate for the time being of the National Westminster Bank Plc

from the date of receipt of the relevant sum.

- 5) The Council will at all times act reasonably and in particular (without prejudice to generality) where any approval or expression of satisfaction is required by this Agreement it will not be unreasonably withheld or delayed.

THE SEAL of NEWPORT CITY)
COUNCIL was hereunto affixed in the)
presence of:)

Head of Law and Standards/Legal Services Manager

EXECUTED as a **DEED** by **RBM**)
MANAGEMENT LIMITED acting by)
one of its directors in the presence of:)

Director.....

Witness signature

Witness name

Witness address

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