

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) ***REDACTED NAME*** (hereinafter called "**the Freehold Owner**")
- (3) ***REDACTED NAME*** hereinafter called "**the Leasehold Owner**")
- (4) ***REDACTED NAME*** (hereinafter called "**the First Mortgagee**")
- (5) ***REDACTED NAME*** (hereinafter called "**the Second Mortgagee**")

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 Freehold Owner is the owner in fee simple in possession of the freehold Land which is registered at H M Land Registry in respect of the same under Title Number WA173585 subject to charges in favour of the First Mortgagee and the Second Mortgagee but otherwise free from encumbrances.
- (3) The Leasehold Owner is the registered proprietor of the leasehold interest in the Land which is registered at H M Land Registry in respect of the same under Title Number CYM732679 and is otherwise free from encumbrances.
- (4) The First Mortgagee is mortgagee of the freehold Land by virtue of a legal charge dated 25 July 2017 and has agreed to enter into this Deed for the purpose of

indicating its consent to the terms hereof.

- (5) The Second Mortgagee is mortgagee of the leasehold Land by virtue of a legal charge dated 6 July 2026 and has agreed to enter into this Deed for the purpose of indicating its consent to the terms hereof.
- (6) By application reference number 25/0911 dated 23 October 2025 (hereinafter called "the Planning Application") the Freehold and Leasehold Owners by their agent have 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").
- (7) 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.

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 Freehold and Leasehold Owners covenant 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", "the Freehold Owner", "the Leasehold Owner", "the Freehold and Leasehold Owners" "the First Mortgagee" and "the Second Mortgagee" 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 shall be registered as such.
- 2.5 For the purposes of this Deed Section 56(2) of the Town and Country Planning Act 1990 shall determine the date upon which the Development is begun
- 2.6 The Freehold and Leasehold Owners hereby agree to pay, prior to or on the date of 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 £937.
- 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 Deed (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 Freehold and Leasehold Owners 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 The First Mortgagee hereby consents to the Freehold Owner entering into this Deed and agrees that the title to its interest in the Land shall be bound by the obligations and undertakings in this Deed and that the security of its charge over that part of the Land shall take effect subject to this Deed PROVIDED ALWAYS that:

2.11.1 the obligations contained in this Deed shall not be binding on, nor enforceable against, the First Mortgagee (or any receiver, administrator, administrative receiver, fixed charge receiver or other insolvency practitioner appointed by or on behalf of the First Mortgagee) unless and until the First Mortgagee has entered into possession of the part of the Land covered by such charge and then only in respect of any breach committed or continuing at a time when the First Mortgagee is in possession of that part of the Land;

2.11.2 for the avoidance of doubt, the following shall not of themselves constitute entry into possession or taking control for the purposes of this clause:

- (a) the creation, registration or enforcement of the First Mortgagee's security;
- (b) the service of notices, the exercise of any power of sale, or the appointment of a receiver; or
- (c) the First Mortgagee (or a receiver) taking steps to market and/or sell the Land.

2.11.3 the benefit of this clause shall apply to and be enforceable by any person who is from time to time a mortgagee or chargee of the Land (or any part of it).

2.12 The Second Mortgagee consents to the completion of this Deed and

acknowledged that from the date of this Deed they shall be bound by the terms of this Deed as if it has been executed and registered as a land charge before the creation of the Second Mortgagee's interest in the Land.

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 10 Gold Tops, Newport, NP20 as the same is edged in red on the plan attached hereto.

SECOND SCHEDULE

Planning Application reference number 25/0911 dated 23 October 2025 relating to the conversion of an existing detached office building into a HMO consisting of 10 single bedrooms with associated services, kitchen and shower rooms. Refuse and recycling storage, amenity space and car parking provided externally

THIRD SCHEDULE

- 1) Prior to the Occupation of the dwelling comprised in the Development, the Freehold and Leasehold Owners shall pay to the Council a contribution towards the provision of affordable housing in the City of Newport consisting of the total sum of two thousand and sixty four pounds (£2,064) ("the Affordable Housing Sum"). For the purposes of this Deed, "Occupation" shall mean occupation for the purposes permitted by the Planning Permission but shall not include occupation by personnel engage in construction or marketing purposes.
- 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 together with any interest accrued.

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

Head of Law and Standards/Legal Services Manager

SIGNED and **DELIVERED** as a **DEED** by)
REDACTED in the presence of:)

Witness signature

Witness name

Witness address

.....

EXECUTED as a Deed by)
REDACTED acting by)

.....
(signature of Director) (signature of Director/Secretary)

.....
(name of Director) (name of Director/Secretary)

EXECUTED as a **DEED** by [])
as attorney for *REDACTED*)
.....
under a power of attorney dated 1 November)
2024)

in the presence of

Witness signature

Witness name

Witness address

.....

EXECUTED as a Deed by)
REDACTED)
acting by)

.....
(signature of Director) (signature of Director/Secretary)

.....
(name of Director) (name of Director/Secretary)