

DATED 29th July 2026

MERTHYR TYDFIL COUNTY BOROUGH COUNCIL (1)

and

NMA NWA LTD (2)

PLANNING OBLIGATION BY AGREEMENT

pursuant to Section 106 Town and Country Planning Act 1990
relating to

68 High Street, Merthyr Tydfil

AN AGREEMENT dated the *29th* day of *July* 2026

BETWEEN:

(1) MERTHYR TYDFIL COUNTY BOROUGH COUNCIL of Civic Centre Castle Street Merthyr Tydfil CF47 8AN ("the Council")

(2) NMA NWA LTD (co. regn. no. 12476121) whose registered office is 161 Cae'r Wern, Merthyr Tydfil CF48 1AB ("the Owner")

WHEREAS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area in which the Site is situated
- (B) The Owner is the owner of the freehold interest in the Site (as defined below)
- (C) The Owner is the legal owner of the Site subject (inter alia) to the grant of satisfactory planning consent
- (D) On the 1 July 2024 the Council received the Planning Application for the conversion of the first and second floors of No. 68 High Street, Merthyr Tydfil CF47 8AE to 12 self-contained flats and associated alterations and the parties have agreed to enter into this Agreement in order to secure the planning permission obligations contained in this Agreement.

NOW THIS DEED WITNESSES as follows:-

1. Interpretation

1.1 IN this Agreement (including the recitals) unless the context otherwise requires

"Act" shall mean the Town and Country Planning Act 1990 as amended

"Affordable Housing" subsidised housing that will be available to persons who cannot afford to rent or buy housing generally available on the open market

"Affordable Housing Contribution" shall mean the provision of a sum of forty-one thousand pounds (£41,000) together with a monitoring fee of one thousand and eighty-five pounds (£1,085).

"Development" shall mean residential development

"Implementation of the

Planning Permission"	shall mean the carrying out of a material operation as defined in Section 56(4) of the Act and "implement" and "implemented" shall be construed accordingly PROVIDED THAT for the purposes of this Agreement operations in connection with site surveys, ground investigations, site clearance, demolition, archaeological investigations, investigations for assessing the existence degree or nature of any contamination, remedial action in respect of contamination, the capping diversion or laying of services, site preparation, and the erection by means of enclosure for the purposes of site security and/or display of advertisements shall not of themselves constitute material operations and "implement" and "implemented" shall be construed accordingly
"Index"	All Items Index of the Retail Prices issued by the Office for National Statistics
"Interest"	interest at the rate of four per cent per annum above the base rate of Co-operative Bank plc
"Monitoring Fee"	a fee that covers the Local Planning Authority's costs of handling the financial contribution, and the cost incurred by physically monitoring the site in order to check whether the development has sufficiently advanced to trigger a payment
"Plan"	shall mean the plan annexed to this Agreement
"Planning Application"	shall mean the application for planning permission submitted to the Authority and numbered P/24/0158
"Planning Permission"	shall mean a permission for the Development issued pursuant to the application and any subsequent approval given to application P/24/0158 under the Act varying or modifying the Planning Permission
"Site"	shall mean the land known as No. 68 High Street, Merthyr Tydfil CF47 8AE

1.2 Where the context allows:

- (a) Words importing the masculine gender include the feminine gender and vice versa
- (b) Words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa
- (c) Any headings or side notes are for ease of reference only and shall not affect the construction of this Agreement
- (d) References to any party in this Agreement shall include successors-in-title of that party unless the context otherwise requires and in the case of the Council the successors to their respective statutory functions
- (e) Where a party comprises more than one party any obligations of that party shall be joint and several under this Agreement
- (f) Any reference to a clause shall mean a clause of this Agreement and any reference to a paragraph shall mean a paragraph of a schedule to this Agreement
- (g) Any reference to this Agreement shall include any schedules appendices and/or plans (if any) appended or otherwise annexed to this Agreement

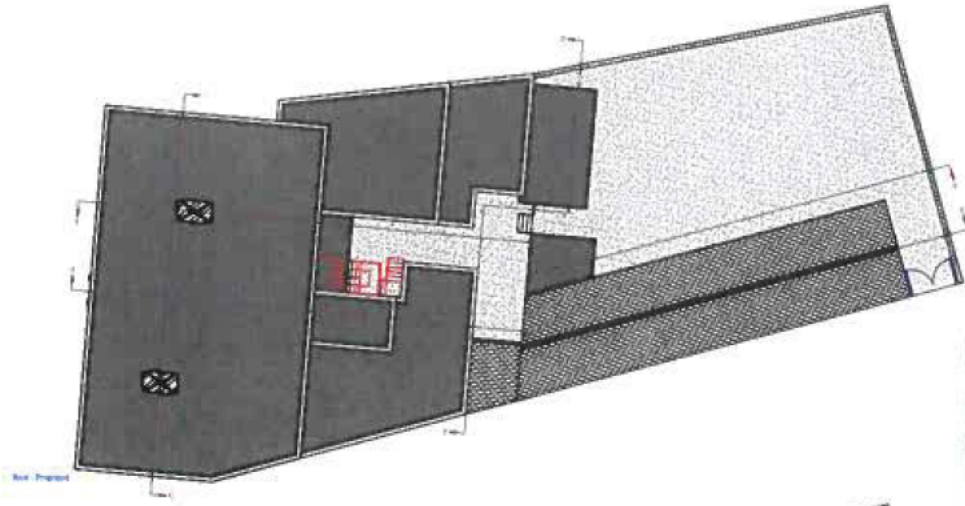
1.3 A reference in this Agreement to an Act of Parliament or to any Order Regulation Statutory Instrument or the like shall include a reference to any amendment or re-enactment of the same

2. Legal Effect

2.1 This Agreement is made pursuant to Section 106 of the Act and contains planning obligations for the purposes of Section 106 of the Act which are intended to bind the Owner and any successors in title to each and every part of the Site and insofar as any of the covenants in this Agreement are not planning obligations they are entered into pursuant to section 111 of the Local Government Act 1972 and all other enabling powers

2.2 The requirements imposed upon the Owner under this Agreement create planning obligations pursuant to Section 106 of the Act and are enforceable by the Council as local planning authority against the Owner and its successors in title

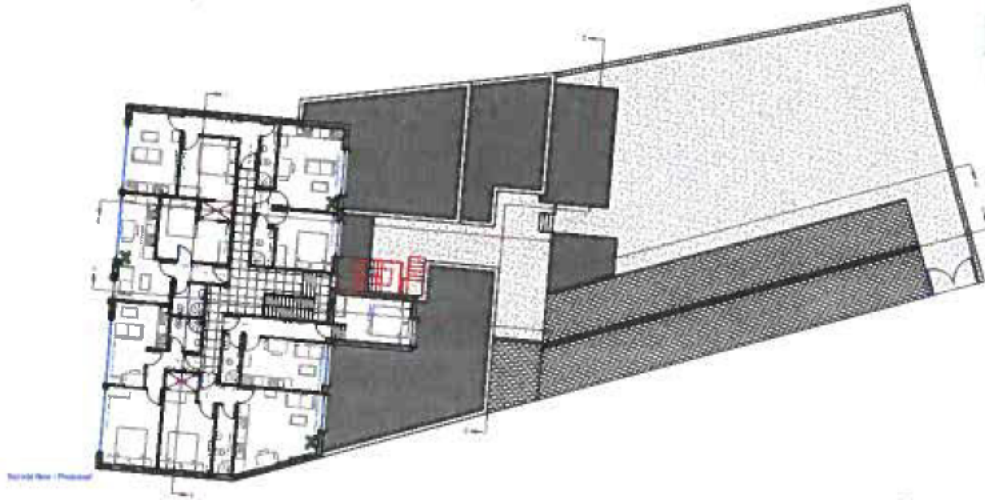
2.3 The Owner undertakes to the Council to observe and perform the obligations in respect of the Site as set out in this Agreement and the Schedule on the basis that it shall not be liable for any breach of this Agreement unless it holds an interest in the Site (but without prejudice to the Council's continuing ability to enforce this Agreement and the obligations against the Site)



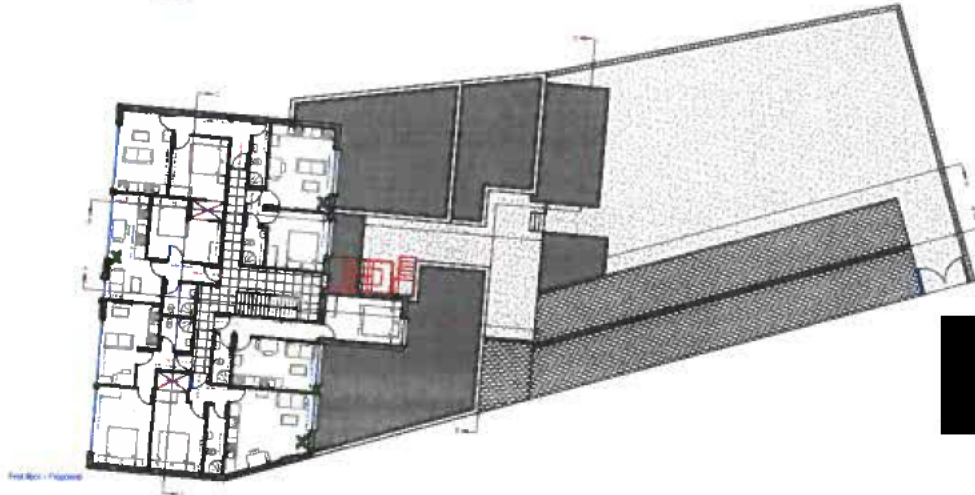
First Floor - Proposed



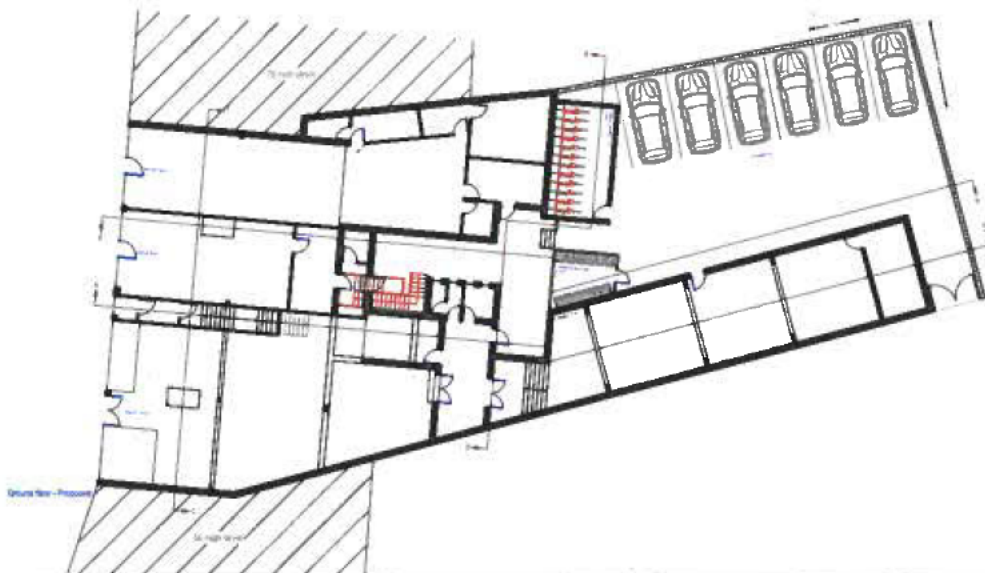
Site location - map 1:1000



Second Floor - Proposed



Third Floor - Proposed



Ground Floor - Proposed



Scale	1:1000
North arrow	North arrow
Site location	Site location
Site plan	Site plan
First floor	First floor
Second floor	Second floor
Third floor	Third floor
Ground floor	Ground floor
Site plan	Site plan
First floor	First floor
Second floor	Second floor
Third floor	Third floor
Ground floor	Ground floor

- 2.4 The Owner undertakes to notify the Council in writing seven days prior to the Implementation of the Planning Permission
- 2.5 This Agreement is conditional upon:
- (i) the grant of the Planning Permission; and
 - (ii) the Implementation of the Planning Permission
- save for any relevant provisions which shall come into effect immediately upon completion of this Agreement
- 2.6 If the Planning Permission expires within the meaning of Sections 91 92 or 93 of the Act this or is revoked or is otherwise withdrawn or modified by any statutory procedure without the consent of the Owner this Agreement shall cease to have effect
- 2.7 The Owner undertakes to give the Council written notice of the dates on which the works required under the provisions of the Schedule have been completed
- 2.8 In the event of late payment of any sum required by this Agreement to be paid to the Council Interest will be payable upon that sum from the due date until the date of payment
- 2.9 This Agreement shall be registrable as a local land Charge by the Council
- 2.10 Following the performance and satisfaction of all the obligations in this deed the Council shall forthwith effect the cancellation of all entries made in the Local Land Charges Register in respect of this Agreement

3. Indexation

The sum referred to in the Schedule shall be increased by an amount equivalent to the increase in the Index from the date of Implementation of the Planning Permission until the date upon which the sum becomes payable

IN WITNESS whereof the parties have executed this Deed on the day and year first before written

SCHEDULE

1. The monitoring fee of £1,065 shall be paid as soon as the last reserved matters detail has been approved.
2. Prior to the occupation of the fourth flat the Owners shall pay to the Council 50% of the Affordable Housing Contribution to be used by the Authority towards the provision of Affordable Housing in accordance with the guidance contained within the Council's adopted Affordable Housing Supplementary Planning Guidance.
3. Prior to the occupation of the eighth flat the Owners shall pay to the Council the remaining 50% of the Affordable Housing Contribution to be used by the Authority towards the provision of Affordable Housing in accordance with the guidance contained within the Council's adopted Affordable Housing Supplementary Planning Guidance.
4. If the Affordable Housing Contribution has not been expended for the purposes set out in the Schedule within five years of the date of the last payment to repay to the Owner or its nominee the sum not expended and where such sum is partially expended the sum equivalent to the remaining part of the Affordable Housing Contribution that is not expended at that date together with Interest for the period between payment and repayment of all or part of the Affordable Housing Contribution.
5. The Owners shall pay the Council's legal fees of £500 plus VAT.

THE COMMON SEAL OF
MERTHYR TYDFIL COUNTY BOROUGH COUNCIL

was affixed in the presence of:


Gervant Morgan
Authorised Signatory

Executed as a deed by NMA NWA Ltd
acting by a director

in the presence of

Signature of witness

Full Name

Address

Witness Signature