

DATED

2026



**(1) THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HARINGEY**

and

(2) AYGUL ALI HUSEYIN and YUSUF HUSEYIN

AGREEMENT RELATING TO LAND KNOWN AS

2 SANDRINGHAM ROAD, WOOD GREEN, LONDON N22 6RB

**PURSUANT TO SECTION 106 OF THE TOWN AND COUNTRY PLANNING ACT 1990,
SECTION 16 OF THE GREATER LONDON COUNCIL (GENERAL POWERS) ACT 1974
AND ALL OTHER ENABLING POWERS**

Fiona Alderman
Director of Legal and Governance (Monitoring Officer)
London Borough of Haringey
Alexandra House
10 Station Road
Wood Green
London N22 7TR

Legal Ref: LEG/PP/75465/AWG

Planning Ref: HGY/2023/0683

DATED thisday of 2026

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre, 255 High Road, Wood Green, London N22 8LE (“**Council**”) of the first part; and
- (2) **AYGUL ALI HUSEYIN and YUSUF HUSEYIN** of 2 Sandringham Road, Wood Green, London N22 6RB (“**Owner**”) of the second part.

RECITALS

- (A) The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated.
- (B) The Owner is the owner with freehold title absolute of the Property registered at the Land Registry under title number NGL302238.
- (C) The Owner has applied to the Council for permission to develop the Property in accordance with the Application and as part of the Development has agreed to comply with the obligations, covenants and restrictions contained herein and the Owner is willing to enter into this Agreement pursuant to the provisions of section 106 of the Act and section 16 of the 1974 Act and all other enabling provisions in order to facilitate the Development.
- (D) The Council having duly complied with all duties imposed on it by or under the Act and having had regard to the provisions of the development plan and all other material considerations has resolved following executing of the Agreement to grant the Planning Permission.
- (E) The Council considers it expedient in the interests of the proper planning of its area that the Development of the Property should be restricted or regulated in accordance with this Agreement.

OPERATIVE PARTS

NOW THIS DEED WITNESSETH as follows:-

1. ENABLING POWERS AND INTERPRETATION

1.1 In this Agreement the following words and expressions have the following meanings:

Word or Expression	Meaning
“1972 Act”	the Local Government Act 1972;
“1974 Act”	the Greater London Council (General Powers) Act 1974;
“1980 Act”	the Highways Act 1980;
“2011 Act”	the Localism Act 2011;
“the Act”	the Town and Country Planning Act 1990;
“Agreement”	this Deed;
“Application”	the application for planning permission for the Development bearing the reference HGY/2023/0683;
“Blue Badge Holder”	a person who holds a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (as amended);
“Borough”	the administrative area of the London Borough of Haringey;
“Development”	means the remodelling of the existing double garage to provide one 3-bedroom end of terrace house or any variation thereof;
“Due Date”	the date upon which any payment due under any of the provisions of this Agreement is to be made;
“Highway Works”	the works to the footpath and carriageway fronting the Property to remove the vehicle crossover and reinstate the kerb and create an additional on-street

Word or Expression	Meaning
	parking bay and for the avoidance of doubt the Highway Works shall be carried out following completion of the Development;
“Highway Works Contribution”	the sum of FIVE THOUSAND EIGHT HUNDRED AND TWENTY-EIGHT POUNDS AND FIFTY-FIVE PENCE (£5,828.55) payable by the Owner to the Council and to be applied by the Council towards the cost of carrying out the Highway Works in accordance with this Agreement;
“Implementation”	occurs on and means the carrying out of any material operation (as defined in Section 56(4) of the Act) forming part of the Development (whether or not such operation is a lawful commencement of the Development) other than (for the purposes of this Deed and for no other purpose) operations consisting of: • surveys; • site clearance; • demolition work; • archaeological investigations; • investigations for the purpose of assessing ground conditions; • remedial work in respect of any contamination or other adverse ground conditions; • erection of any fencing, hoardings or other temporary means of enclosure; • the provision of security measures or lighting; • the erection of temporary buildings or structures associated with the Development; • the laying, removal or diversion of services;

Word or Expression	Meaning
	- the provision of construction compounds; - the temporary display of site notices or advertisements; and “Implement” “Implemented” and “Implementation” or any other derivation of this term shall be construed accordingly;
“Occupy”	to occupy any part of the Development for the purposes set out in the Planning Permission excluding occupation for the purposes of - security; or - fitting out; or - marketing the Development; and the terms “Occupied” and “Occupation” shall be construed accordingly;
“Occupier(s)”	any person or persons who Occupy the Development (or any part thereof) at any time during the lifetime of the Development for the purposes set out in the Planning Permission;
“Owner”	AYGUL ALI HUSEYIN and YUSUF HUSEYIN each of which is jointly and severally liable for the performance of the Owner covenants, obligations, undertakings and restrictions contained in this Agreement;
“Parties”	the parties to this Agreement and their successors in title and the term “Party” shall be construed accordingly;
“Planning Obligations Monitoring Officer”	an officer of the Council from time to time allocated to deal with and monitor all obligations;

Word or Expression	Meaning
“Plan”	the plan annexed to First Schedule to this Agreement;
“Planning Permission”	the planning permission for the Development to be issued by the Council pursuant to the Application and any variation thereof;
“Property”	the land and premises known as 2 Sandringham Road, Wood Green, London N22 6RB and registered at the Land Registry under title number NGL302238 shown indicatively edged in red on the Plan;
“Traffic Management Order”	the relevant order for the time being in force made under the Road Traffic Regulation Act 1984 (as amended) which establishes a controlled parking zone in which the Property is situated;
“Traffic Management Order Contribution”	the sum of FOUR THOUSAND POUNDS ONLY (£4,000) payable by the Owner to the Council to be pooled towards the costs associated with amending the Traffic Management Order and advertising the same which amendment shall remove the Development from those premises the residents of which may apply for a Resident’s Parking Permit;
“Working Day”	any day except Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday;

1.2 This Agreement is made pursuant to section 106 of the Act, section 111 of the 1972 Act, section 16 of the 1974 Act, section 1 of the 2011 Act and any other enabling statutory provisions.

1.3 Words importing the singular shall include the plural and vice versa.

- 1.4 Any reference to a specific statute or statutes includes any statutory extension or modification, amendment or re-enactment of such statute and any regulations or orders made under such statute.
- 1.5 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.6 Unless otherwise indicated words importing persons shall include firms, companies, other corporate bodies or legal entities and vice versa.
- 1.7 Any obligation, covenant, undertaking or agreement by any Owner not to do any act or thing includes an obligation, covenant, undertaking or agreement not to permit or allow the doing of that act or thing.

2. TAKING EFFECT

This Agreement shall have immediate effect save for clause 4 and Second Schedule which shall take effect on the date on which the Planning Permission is granted.

3. APPLICATION OF ENABLING POWERS

- 3.1 It is hereby agreed that the covenants and conditions in this Agreement are planning obligations for the purposes of Section 106 of the Act (save for clause 9) and that the Council is the local planning authority by whom they may be enforced and all covenants and conditions in this Agreement are enforceable by the Council pursuant to section 16 of the 1974 Act and all other enabling statutory provisions as noted above.
- 3.2 Both positive and restrictive covenants and undertakings herein on the part of the Owner are entered into with the intent that the same shall be enforceable without limit of time not only against the Owner but also against its successors in title and assigns and any person corporate or otherwise claiming through or under the Owner an interest or estate created after the date hereof in the Property or any part or parts thereof as if that person had also been an original covenanting party in respect of such of the covenants and undertakings which relate to the interest or estate for the time being held by that person.

- 3.3 No person shall be liable for any breach of any of the planning obligations or other provisions of this Agreement after they shall have parted with their entire interest in the Property but without prejudice to liability for any subsisting breach arising prior to parting with such interest.
- 3.4 This Agreement shall cease to have effect (insofar only as it has not already been complied with and without prejudice to any subsisting liability) if the Planning Permission shall be quashed or revoked or otherwise withdrawn or expires prior to Implementation.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants and undertakes for itself and its successors in title with the Council as follows:

4.1 General

- 4.1.1 Not to carry out continue or procure the Development without performing and observing the obligations, stipulations and other matters set out in this Agreement and on the part of the Owner to be performed and observed unless otherwise agreed in writing by the Parties.
- 4.1.2 Subject to compliance with all health and safety requirements, to permit the Planning Obligations Monitoring Officer access to the Property during the carrying out of the Development to inspect whether the provisions of this Agreement are being observed and performed in accordance with this Agreement.
- 4.1.3 Not to encumber or otherwise deal with their interest in the Property or any part or parts thereof in any manner whatsoever whereby the obligations, covenants and undertakings imposed by this Agreement are rendered impossible to carry out.

4.2 The Traffic Management Order Contribution and the Highway Works Contribution

4.2.1 To pay to the Council the Traffic Management Order Contribution and the Highway Works Contribution on or prior to the date of this Agreement.

4.3 To observe and perform the obligations and restrictions set out in the Second Schedule (Car Free Development).

5. COUNCIL'S COVENANTS

5.1 The Council hereby covenants with the Owner that it will observe and perform the obligations on its part contained in this Agreement.

5.2 The Council hereby covenants with the Owner to use all sums received from the Owner under the terms of this Agreement for the purposes specified in this Agreement for which they are to be paid or for such other purposes for the benefit of the Development as the Owner and the Council shall agree.

5.3 At the written request of the Owner, the Council shall provide written confirmation of the discharge of the obligations contained in this Agreement when satisfied that such obligations have been performed.

5.4 The Council shall use reasonable endeavours to procure that the Highway Works are carried out following completion of the Development and shall consult with the Owner regarding a mutually acceptable start date for the Highway Works.

6. NOTICE TO THE COUNCIL/OTHER MATTERS

6.1 The Owner shall give written notice to the Council no later than 5 (five) Working Days prior to the date of Implementation specifying when Implementation is anticipated to take place.

6.2 If the Owner fails to give written notice of the Implementation to the Council in accordance with clause 6.1 above, the Due Date shall be the date the Planning Permission is issued.

6.3 Within 7 (seven) days following completion of the Development, the Owner shall certify in writing to the Planning Obligations Monitoring Officer quoting the Application reference the date upon which the Development is ready for Occupation.

- 6.4 The Owner shall act in good faith and shall co-operate with the Council to facilitate the discharge and performance of all obligations contained herein and the Owner shall comply with any reasonable requests of the Council to have access to any part of the Property or any requests to provide documentation within the Owner's possession (at the Owner's expense) for the purposes of monitoring compliance with the obligations contained herein.
- 6.5 The Owner agrees, declares and covenants with the Council that it shall observe and perform the conditions, restrictions and other matters mentioned herein and shall not make any claim for compensation in respect of any condition, restriction or provision imposed by the Agreement and further shall indemnify the Council for any expenses or liability arising to the Council in respect of any breach by the Owner of any obligations contained herein save to the extent that any act or omission of the Council, its employees or agents has caused or contributed to such expenses or liability.
- 6.6 Unless otherwise specified, where any agreement, consent, approval, confirmation or expression of satisfaction is to be obtained from any Party under the terms of this Agreement, the Parties hereby agree that the same shall be in writing and not be unreasonably withheld or delayed.

7. PAYMENTS VAT AND INDEX LINKING

- 7.1 All considerations given in accordance with the terms of this Agreement shall be exclusive of any value added tax properly payable in respect thereof and all Parties other than the Council shall pay and indemnify the Council against such value added tax properly payable on any sums paid to the Council under this Agreement upon presentation of an appropriate value added tax invoice addressed to the Owner.

IT IS HEREBY AGREED AND DECLARED by the Parties hereto that:

8. NOTICES

- 8.1 The provisions of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice or approval or agreement to be served under or in connection with this Agreement.
- 8.2 Any such notice or approval shall be in writing and shall cite the clause of the Agreement to which it relates.
- 8.3 In the case of notice to the Council, it shall be addressed to the London Borough of Haringey, Planning Obligations Monitoring Officer, quoting the planning reference number on the front page.
- 8.4 In the case of any notice or approval or agreement from the Council, this shall be signed by a representative of the Council's Development Management Unit.
- 8.5 It is agreed that any notice sent by or contained in an e-mail or facsimile transmission shall not be validly served until the sender has received a non-automatic acknowledgement of the receipt thereof.

9. PAYMENT OF COUNCIL'S COSTS

The Owner agrees to pay the Council its monitoring costs of £991.43 (nine hundred and ninety-one pounds and forty-three pence) and its legal costs incurred in preparing and settling this Agreement on or prior to the date of completion of the Agreement.

10. REGISTRATION

- 10.1 This Agreement shall be registered as a Local Land Charge.
- 10.2 The Owner hereby covenants with the Council that it will within 28 (twenty-eight) days from the date hereof apply to the Chief Land Registrar to register this Agreement in the Charges Register to the title to the Property and will within 28 (twenty-eight) days of completion of registration furnish the Council with office copies of such title to show the entry of this Agreement in the Charges Register

of the title to the Property and the Owner covenants not to make any application to the Land Registry for the removal of any such registration without first obtaining the Council's approval.

- 10.3 Following the performance and satisfaction of all of the obligations contained in this Agreement, the Council shall upon receiving a written request from the Owner forthwith effect the cancellation of all entries made in the Register of Local Land Charges in respect of this Agreement.

11. WAIVER

- 11.1 The failure by any party to enforce at any time or for any period any one or more of the terms and/or obligations of this Agreement including those contained in any Schedule or appendix hereto shall not be a waiver of those terms and/or obligations or of the right at any time subsequently to enforce all terms of this Agreement.
- 11.2 Nothing contained or implied in this Agreement shall prejudice or affect the Council's powers to enforce any specific obligation, term or condition nor shall anything contained or implied herein prejudice or affect any provisions, rights, powers, duties and obligations of the Council in the exercise of its functions as Local Planning Authority for the purposes of the Act or as a local authority generally and its rights, powers, duties and obligations under all public and private statutes, bye laws and regulations may be as fully and effectually exercised as if the Council were not a party to this Agreement.
- 11.3 If any provision in this Agreement shall in whole or in part be held to be invalid or unenforceable under any enactment or rule of law, such provision shall to that extent be deemed not to form part of this Agreement and the enforceability of the remainder of this Agreement shall not be affected.

12. THIRD PARTY RIGHTS

The Parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any

person not a party to it (other than a successor in title or a successor in statutory function).

13. DISPUTE RESOLUTION

Save as otherwise herein expressly provided, any dispute or differences arising between the Parties as to their respective rights duties or obligations and to any other matter or things in any way arising out of or in connection with the subject matter of this Agreement may be referred for the determination of an independent expert to be agreed upon by the Parties or failing agreement by a person nominated by the President for the time being of the Law Society / Chartered Institute of Housing and the decision of the said expert shall be final and binding on the Parties and the said expert's fees and expenses shall be payable as the expert directs provided that nothing in this clause shall fetter the Council in exercising its discretion in carrying out its functions.

14. CHANGE IN OWNERSHIP

The Owner shall provide the Council with a certified copy (including a plan if appropriate) of any conveyance, transfer, lease, assignment, mortgage or other disposition ("**Disposition**") of all or any part of the Property (save to a mortgagee thereof) occurring before all the obligations under this Agreement have been discharged, including the name and address of the person to whom the Disposition was made and the nature and extent of the interests disposed of to them, within 21 (twenty-one) days of such Disposition.

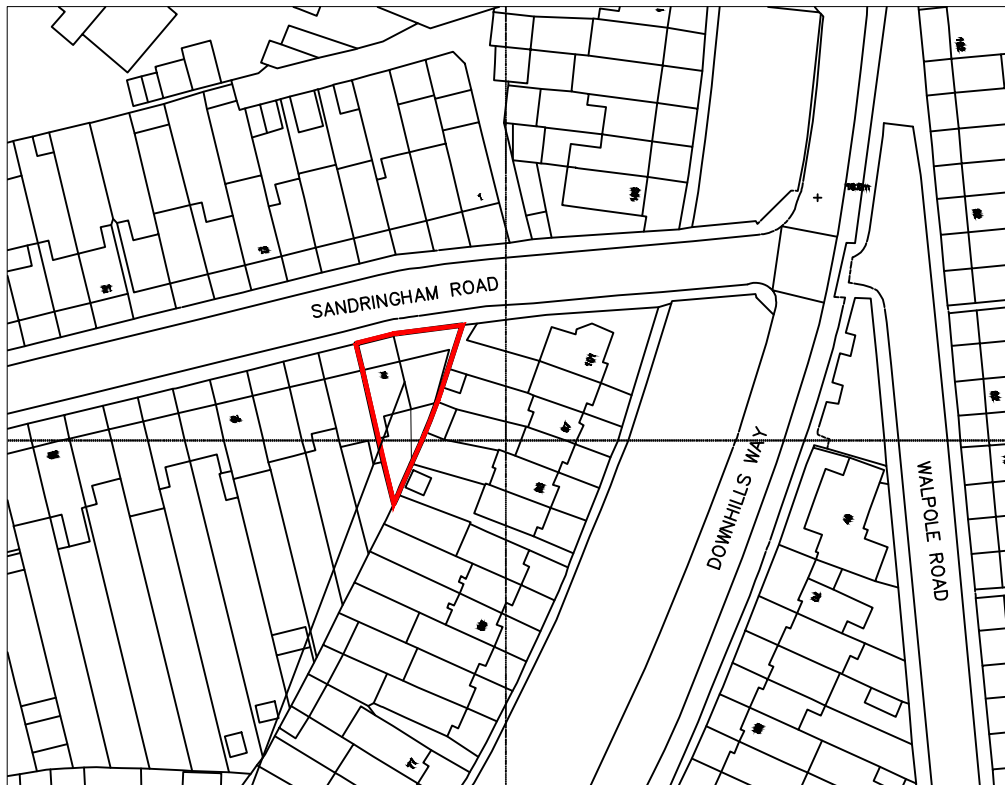
15. NON-COMPLIANCE

In the event of any non-compliance with any of the provisions of this Agreement, the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

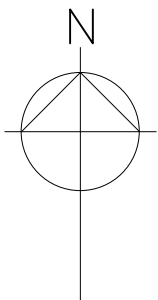
16. JURISDICTION

This Agreement is governed by and interpreted in accordance with the law of England and Wales.

FIRST SCHEDULE
The Plan



S I T E



STANWAY LITTLE ASSOCIATES
CHARTERED TOWN PLANNERS CHARTERED ARCHITECTS

The Studios 7 Oakbrook 8 Court Downs Road Beckenham BR3 6LR

Tel 07836 551911 Email peterstanway@peterstanway.com

Project REDEVELOPMENT OF EXISTING GARAGE TO PROVIDE A FAMILY HOUSE
2 SANDRINGHAM ROAD LONDON N22 6RB
MR & MRS HUSEYIN

Dwg. Title Location Plan

Job No. 2028

Scale 1 : 1250 © A4

Date November 2021

Dwg. No. LOC 1

SECOND SCHEDULE
CAR FREE DEVELOPMENT

1. The Development shall not be used and/or Occupied by anyone who has a Resident's Parking Permit save by application of paragraph 5.
2. In the event that a Resident's Parking Permit is issued in respect of the Development, it shall be surrendered to the Council within 7 (seven) days of a written demand therefor from the Council.
3. Prior to the Development being Occupied, any resident shall be informed by the Owner of the contents of this Agreement and that as a result they shall not be entitled to apply for a Resident's Parking Permit from the Council, and any Disposal, licence, transfer, lease or tenancy to any resident shall contain an obligation for the resident to comply with and raise no objection to the provisions of paragraphs 1 and 2 above in substantially the form set out below:

“the transferee/lessee for himself and his successors in title being the owner or owners for the time being [of the term or terms of years hereby granted] hereby covenant with the transferor/lessor and separately with the Mayor and Burgesses of the London Borough of Haringey (“the Council”) not to apply for nor knowingly permit an application to be made by any person residing in the premises to the Council for a resident's parking permit in respect of such premises and if such a permit is issued then it shall be surrendered within 7 days of written request to do so from the Council and this covenant shall also be enforceable by the Council under the Contracts (Rights of Third Parties) Act 1999, section 1 SAVE THAT any resident who holds a disabled persons badge issued pursuant to section 21 of the Chronically Sick and Disabled Persons Act 1970 (as amended) shall be entitled to resident's parking permit.”.

4. Any advertisement in relation to the marketing or sale of the dwelling created by the Development is to include specific reference that its occupation is subject to the restrictions in this Schedule.
5. The restrictions in paragraphs 1 – 4 shall not apply in respect of any Occupier or Resident of the dwelling created by the Development who is a Blue Badge Holder.

6. For the avoidance of doubt, the restrictions contained in the Second Schedule apply only to the residential unit created pursuant to the Planning Permission and shall not restrict the right of the occupiers of any existing dwelling on the Property to apply for, hold or retain a Resident's Parking Permit.

IN WITNESS whereof the Parties have executed this instrument as a Deed the day and year first before written

THE COMMON SEAL of **THE MAYOR AND
BURGESSES OF THE LONDON BOROUGH
OF HARINGEY** was affixed by Order:

.....
Authorised Officer

SIGNED AND DELIVERED AS A DEED by
AYGUL ALI HUSEYIN in the presence of:

Witness
Signature

Witness Name
(BLOCK CAPS).....

Address

Occupation

SIGNED AND DELIVERED AS A DEED by
YUSUF HUSEYIN in the presence of:

Witness
Signature

Witness Name
(BLOCK CAPS).....

Address

Occupation