

DATED _____ **2025**

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

and

(2) FIKRI INVESTMENTS LIMITED

and

(3) HABIB BANK ZURICH PLC

AGREEMENT RELATING TO LAND KNOWN AS

83 Mayes Road, Duke of Edinburgh, Wood Green, London N22 6UP

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

Fiona Alderman
Head of Legal and Governance (monitoring officer)
London Borough of Haringey
Alexandra House
10 Station Road
Wood Green
London N22 7TR

Legal Ref: **021661.0164**
Planning Ref: **HGY/2024/3423**

DATE

2025

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 8LE ("Council") of the first part
- (2) **FIKRI INVESTMENTS LIMITED** (company registration number: 08805086) whose registered office is 32 Willoughby Road, C/O Tfa, London, N8 0JG ("Owner") of the second part
- (3) **HABIB BANK ZURICH PLC** (company registration number: 08864609) whose registered office is Habib House, 42 Moorgate, London, EC2R 6JJ ("Mortgagee") of the third part

WHEREAS

- I. The Council is the Local Planning Authority for the purposes of the Act for the area within which the Property is situated.
- II. The Owner is the owner with freehold title absolute of the Property registered at the Land Registry under title number NGL142593.
- III. The Mortgagee holds a mortgage over the Owner's interest in the Property by virtue of a legal charge dated 8 February 2022 registered in the Charges Register of title number NGL142593 and is entering into this Agreement to give its consent to it and to bind its interest in the Property.
- IV. 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.
- V. 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 completion of the Agreement to grant the Planning Permission.
- VI. 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.

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:

"1972 Act"	means the Local Government Act 1972;
"1974 Act"	means the Greater London Council (General Powers) Act 1974;
"2011 Act"	means the Localism Act 2011;
"the Act"	means the Town and Country Planning Act 1990;
"Agreement"	means this Agreement;
"the Application"	means the planning application seeking planning permission for the Development bearing reference HGY/2024/3423;
"Blue Badge Holder"	means 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"	means the administrative area of the London Borough of Haringey;
"Carbon Offsetting Contribution"	means the sum of £17,385 (SEVENTEEN THOUSAND THREE HUNDRED AND EIGHTY FIVE POUNDS) payable by the Owner to the Council towards the implementation of projects to reduce carbon emissions in its area to offset the proposed shortfall in meeting London Plan targets;
"Component"	means a part of the Development including but not limited to: (a) Residential Units; (b) commercial units; (c) any other floorspace; (d) property; and (e) land;

“the Considerate Constructors Code of Practice”	means the code made pursuant to the Considerate Constructor’s Scheme and annexed hereto at the Second Schedule;
“the Considerate Constructor’s Scheme”	means the national initiative set up by the construction industry to improve its image which involves the registration and monitoring of construction sites, more information can be found at www.ccscheme.org.uk ;
“the Development”	means development of the Property consisting of: <i>Erection of a single storey roof extension and two storey side infill extension to existing pub building to provide additional guesthouse accommodation; extension of basement; erection of 3-storey building with additional (fourth) roof storey above to provide 8 no. new dwellings; and associated works.</i> in accordance with the documents submitted with the Application and the Planning Permission;
“Disposal”	means: a) the Sale of a Component(s) of the Development; b) the grant of a lease of a Component of the Development; or c) the grant of an assured shorthold tenancy agreement or a short term let in respect of a Component of the Development; and "Dispose", "Disposals" and "Disposed" shall be construed accordingly;
“Due Date”	the date upon which any payment due under any of the provisions of this Agreement is to be made;
“GLA”	means the Greater London Authority or any successor in statutory function;
“Index”	means the All Items Index of Retail Prices issued by the Office for National Statistics or any replacement publication or index agreed by

	the Council in the event that the All Items Index of Retail Prices becomes no longer maintained;
“the Implementation Date”	the date of implementation of the Planning Permission by the carrying out of a material operation as defined in Section 56 of the Act and references to “Implementation” and “Implement” shall be construed accordingly;
"London Plan"	means the London Plan published in March 2021 as revised from time to time;
“Occupation Date”	means the date on which any part of the Development (or any part or phase) is first occupied for the purposes set out in the Planning Permission excluding occupation for the purposes of fitting out or marketing the Development (or any part or phase) and the terms "Occupy" "Occupied" and "Occupation" shall be construed accordingly;
“Occupier(s)”	means 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 excluding occupation for the purposes of fitting out or marketing the Development;
“the Parties”	means the parties to this Agreement and their successors in title and the term Party shall be construed accordingly;
“Payment Form”	the form to be used by the Owner when making financial payments to the Council in accordance with this Agreement as set out in the Third Schedule of this Agreement;
“Planning Obligations Monitoring Officer”	means an officer of the Council from time to time allocated to deal with and monitor all obligations;
“the Plan”	means the plan annexed as the First Schedule to this Agreement;

"the Planning Permission"	means the planning permission for the Development pursuant to the Application;
"Practical Completion"	the date on which the Development (or relevant part of it) is properly certified as practically complete by the Owner's relevant professional under the contract for the construction of the Development so that it is ready for Occupation subject only to minor snagging works which will not affect beneficial use and enjoyment of the Development (or relevant part of it);
"the Property"	means the land and premises known as 83 Mayes Road, Duke of Edinburgh, Wood Green, London N22 6UP shown indicatively edged in red on the Plan;
"Resident's Parking Permit"	means a permit issued under the Traffic Management Order which permits the holder to park in accordance with the Traffic Management Order;
"Residential Units"	means the 8 units of residential accommodation to be provided as part of the Development "Residential Unit" shall be construed accordingly;
"Sale"	means: a) the sale of the freehold of a Component; or b) the grant of a lease of a Component with a term of 125 years or more and subject to nominal rent and "Sold" shall be construed accordingly;
"the Traffic Management Order"	means 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"	means the sum of £4,000 (FOUR THOUSAND POUNDS) 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 Days"	any day except Saturday, Sunday, Christmas Day, Good Friday and any statutory bank holiday; and

- 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 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 8.2) 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 it shall have parted with its 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 without prior 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 Contributions

4.2.1 On or prior to the Implementation Date to pay to the Council the Traffic Management Order Contribution and the Carbon Offsetting Contribution in full.

4.2.2 Not to:

- (i) Implement, cause or permit Implementation of the Development;
- (ii) Occupy or cause or permit the Occupation of the Development or any part thereof;
- (iii) use or cause or permit the use of the Development or any part thereof;

until such time as the Council has received payment of the Traffic Management Order Contribution and the Carbon Offsetting Contribution in full by direct bank transfer to the Council's bank in accordance with clause 7.1.

4.3 Car-Free Development

4.3.1 The Property shall not be used and/or Occupied by anyone who has a Resident's Parking Permit save for the application of clause 4.3.5.

4.3.2 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 days of a written demand therefor from the Council.

4.3.3 Prior to the Occupation of each Residential Unit each 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 clauses 4.5.1 and 4.5.2 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 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."

4.3.4 Any advertisement in relation to the marketing or sale of any Residential Unit within the Development is to include specific reference that the Development is subject to the restrictions in this clause 4.3.

4.3.5 The restrictions in clauses 4.3.1-4.3.4 shall not apply in respect of any Occupier of the Development who is a Blue Badge Holder.

4.4 **Considerate Constructors Scheme**

4.4.1 Not to Implement unless and until the Owner has registered the Development with the Considerate Constructor's Scheme and provided written evidence of this to the Council.

4.4.2 To ensure that the Development is constructed in accordance with the Considerate Constructor's Code of Practice and in the event of any non-compliance with Considerate Constructor's Code of Practice the Owner shall upon notice from the Council forthwith take any steps reasonably required by the Council to remedy such non-compliance.

4.4.3 Not to Occupy, suffer or permit Occupation of the Development unless the Owner has obtained an assessment from a representative of the Considerate Constructor's Scheme of the performance of the construction of the Development against the Considerate Constructor's Code of Practice and reported the results of the assessment to the Council within seven (7) Working Days of receipt and for the avoidance of doubt the assessment should only be carried out and submitted to the Council once construction has completed and the Development is ready for Occupation.

5 **Council's Covenants**

5.1 Purpose of Contributions

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.

5.2 Discharge of Obligations

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.

6 **Notice to the Council/Other Matters**

- 6.1 The Owner shall give written notice to the Council on or prior to the Implementation Date specifying that Implementation of the Development has taken place or when it will take place.
- 6.2 If the Owner fails to give written notice of the Implementation Date to the Council in accordance with the above the Due Date for the Carbon Offsetting Contribution and the Traffic Management Order Contribution shall be the date the Planning Permission is issued.
- 6.3 Within 7 (seven) days of Practical Completion the Owner shall certify in writing to the Planning Obligations Monitoring Officer quoting the Application reference the date upon which the Residential Units forming the Development are 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 Payment of financial contributions pursuant to the terms of this Agreement shall be made by the Owner to the Council sending the full amount by direct bank transfer to the Council's bank account in accordance with the Payment Form (amended to record such payment as applicable) and the Owner shall send the completed Payment Form the Planning Obligations Monitoring Officer.

- 7.2 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.
- 7.3 Any financial contributions referred to in this Agreement as payable under this Agreement shall be increased by a percentage equivalent to the percentage increase (if any) in the Index from the date of this Agreement to the date that the relevant contribution is paid.
- 7.4 All financial contributions costs and expenses payable to the Council under this Agreement shall bear interest at the rate of 4% above the base rate of the Barclays Bank plc from time to time being charged from the Due Date until payment is made.

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

8 Notices

- 8.1 The provision 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 and any such notice or approval shall be in writing and shall cite the clause of the Agreement to which it relates and in the case of notice to the Council shall be addressed to the London Borough of Haringey, Planning Obligations Monitoring Officer, quoting the planning reference number on the front page and 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.
- 8.2 **Payment of Council's Costs**
The Owner agrees to pay the Council its monitoring costs of **£1,569.25 (ONE THOUSAND FIVE HUNDRED AND SIXTY-NINE POUNDS AND TWENTY-FIVE PENCE)** and its legal costs incurred in preparing and settling this Agreement on or prior to the date of completion of the Agreement.
- 8.3 **Registration**
- 8.3.1 This Agreement shall be registered as a Local Land Charge.

8.3.2 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 furnish the Council forthwith on written demand 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.

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

8.4 Waiver

8.4.1 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 of 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.

8.4.2 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.

8.4.3 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.

8.5 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).

8.6 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.

8.7 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 the owner and/or Occupier of a single Residential Unit or 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.

8.8 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.

9 Confirmation Of Interest

The Owner hereby warrants and confirms that apart from the Parties hereto there are no other persons with a legal estate or beneficial interest in the rents and profits or proceeds of sale of the Property or any part thereof.

10 Mortgagee

The Mortgagee hereby consents to the Owner entering into this Agreement and acknowledges that from the date hereof the Property shall be bound by the planning obligations restrictions and undertakings contained herein and if the Mortgagee becomes mortgagee in possession of the Property or any part thereof it shall be bound by the provisions of this Agreement as if it were a person deriving title from the Owner and the Mortgagee further agrees that it will not carry out or procure the Development or any part of the Development without performing and observing the terms and obligations contained in this Agreement.

11 Jurisdiction

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

DRAFT

FIRST SCHEDULE

The Plan

DRAFT

SECOND SCHEDULE

CONSIDERATE CONSTRUCTORS SCHEME

Considerate constructors seek to improve the image of the construction industry by striving to promote and achieve best practice under the Code.

The Code of Considerate Practice outlines the Scheme's expectations and describes those areas that are considered fundamental for registration with the Scheme.

The Code is in five parts and contains a series of bullet points. Each section of the Code contains an aspirational supporting statement and four bullet points which represent the basic expectations of registration with the Scheme.

The Code of Considerate Practice applies to all registered sites, companies and suppliers regardless of size, type or location.

Care about Appearance

Constructors should ensure sites appear professional and well managed

- Ensuring that the external appearance of sites enhances the image of the industry.
- Being organised, clean and tidy.
- Enhancing the appearance of facilities, stored materials, vehicles and plant.
- Raising the image of the workforce by their appearance.

Respect the Community

Constructors should give utmost consideration to their impact on neighbours and the public

- Informing, respecting and showing courtesy to those affected by the work.
- Minimising the impact of deliveries, parking and work on the public highway.
- Contributing to and supporting the local community and economy.
- Working to create a positive and enduring impression, and promoting the Code.

Protect the Environment

Constructors should protect and enhance the environment

- Identifying, managing and promoting environmental issues.
- Seeking sustainable solutions, and minimising waste, the carbon footprint and resources.
- Minimising the impact of vibration, and air, light and noise pollution.
- Protecting the ecology, the landscape, wildlife, vegetation and water courses.

Secure everyone's Safety

Constructors should attain the highest levels of safety performance

- Having systems that care for the safety of the public, visitors and the workforce.
- Minimising security risks to neighbours.
- Having initiatives for continuous safety improvement.
- Embedding attitudes and behaviours that enhance safety performance.

Value their Workforce

Constructors should provide a supportive and caring working environment

- Providing a workplace where everyone is respected, treated fairly, encouraged and supported.
- Identifying personal development needs and promoting training.
- Caring for the health and wellbeing of the workforce.
- Providing and maintaining high standards of welfare.

THIRD SCHEDULE

PAYMENT FORM

1. Your name:
2. Your bank account name:
3. Your bank and branch name and address:
4. Your Sort Code:
5. Your account number:
6. Amount to be transferred to the Council
7. The Legal Agreement to which the payment relates:
8. The Contributions being paid pursuant to the abovementioned Legal Agreement:
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.....
.....

NOTES

The Council's Bank details are:

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Please note that unless we receive your payment before 2.00 p.m. on any day our finance systems will not be able to confirm receipt of the funds until the following day.

You are advised to check with the Council's Planning Obligations Monitoring Officer that the Council's bank details have not changed prior to the payment being made.

IN WITNESS whereof the parties have executed this instrument as a Deed and delivered it 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

EXECUTED AS A DEED by {...insert name of owner/developer/mortgagee...})

acting by two directors or a director and the company secretary:

)

Director:

Director/Secretary:

EXECUTED AS A DEED by {...insert name of owner/developer/mortgagee...})

acting by two directors or a director and the company secretary:

)

Director:

Director/Secretary:

(or other execution clause)

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