

DATED 5 MAY 2026

**THE MAYOR AND BURGESSES OF THE
LONDON BOROUGH OF HARINGEY**

and

SEVEN SISTERS RESIDENTIAL LIMITED

**Agreement relating to the Ground, First and Second Floors only of
718-722 Seven Sisters Road, London, N15 5NH 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
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/81825/AWG
Planning Ref: HGY/2024/1107

DATED this 5TH day of May 2026

PARTIES

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY** of Civic Centre Wood Green London N22 8LE ("**Council**"); and
- (2) **SEVEN SISTERS RESIDENTIAL LIMITED** (Company registration number 15895220) whose registered office is at Flat 5, 7-11 Longmoore Street, London, SW1V 1JH ("**Owner**")

RECITALS

- (A) The Council is the local planning authority for the purposes of the 1990 Act for the area within which the Property is situated.
- (B) The Owner is the owner of the Property with freehold title absolute registered at the Land Registry under title numbers MX101636 and NGL373072
- (C) The Owner submitted the Application to the Council and on 9 July 2024, the Council granted prior approval for the Development.
- (D) The Owner has agreed to enter into this Agreement to secure the planning obligations and covenants contained within this Agreement to facilitate the Development.
- (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;
"1990 Act"	the Town and Country Planning Act 1990;
"2011 Act"	the Localism Act 2011;
"Agreement"	this deed;
"Application"	the application for prior approval for the Development pursuant to Schedule 2, Part 3, Class MA of the Town and Country Planning (General Permitted Development) (England) Order 2015 (as amended) bearing reference HGY/2024/1107;
"Blue Badge Holder"	means a person who holds a disabled person's 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"	change of use from commercial, business and service (use class E) to dwellinghouses (use class C3);
"Dwelling"	a dwelling (including a house flat maisonette) to be constructed on the Property in accordance with the Development;
"Index"	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 and 'Indexation' shall be construed as set out in clause 7.2;

Word or Expression	Meaning
"Occupation Date"	the date on which any part of the Development (or any part) is first occupied excluding occupation for the purposes of security, fitting out or marketing the Development (or any part or phase) and the terms "Occupy" and "Occupation" shall be construed accordingly;
"Occupier(s)"	any person or persons or organisations (whether incorporated or not) who occupy the Development (or any part thereof) at any time during the lifetime of the Development after the Occupation Date for the purposes approved pursuant to the Application excluding occupation for the purposes of security, fitting out or marketing the Development;
"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;
"Property"	the land and premises being the Ground, First and Second Floors only of 718-722 Seven Sisters Road, Tottenham, London, N15 5NH registered at the Land Registry under title numbers MX101636 and NGL373072 the location of which is shown indicatively edged in red on the plan attached at Annexure 1 labelled "Location 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;
"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;
"Working Days"	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 1990 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 A reference in this Agreement to a clause, paragraph or Schedule is a reference to a clause, paragraph or schedule to this Agreement unless expressly provided otherwise.
- 1.5 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.
- 1.6 The clause and paragraph headings do not form part of this Agreement and shall not be taken into account in its construction or interpretation.
- 1.7 Unless otherwise indicated words importing persons shall include firms, companies, other corporate bodies or legal entities and vice versa.
- 1.8 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.
- 1.9 The expressions "the Owner" shall include their respective successors in title and assigns and the expression "the Council" shall include their successors in statutory function.

2. TAKING EFFECT

This Agreement shall have immediate effect.

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 1990 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 it shall have parted with its entire interest in the Property (or the part of the

Property to which such breach relates) but without prejudice to liability for any subsisting breach arising prior to parting with such interest.

4. OBLIGATIONS OF THE OWNER

The Owner hereby covenants with and undertakes to the Council as follows:

- 4.1 Not to carry out continue or procure the Development without performing and observing (according to their respective terms) 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.
- 4.2 Subject to compliance with all health and safety requirements to permit the Planning Obligations Monitoring Officer upon reasonable notice in writing 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.
- 4.3 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 if the Development is Implemented.
- 4.4 To observe and perform the obligations and restrictions set out in Schedule 1 (Car Free Development).

5. COUNCIL'S COVENANTS

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 Within 10 (ten) Working 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 complete and (subject to fit out) ready for Occupation.
- 6.2 The Parties shall act in good faith and shall co-operate with each other 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 save for Dwellings or any reasonable 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.

- 6.3 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 reasonable and properly allocable 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 PROVIDED THAT in the event it is found in a court of law or pursuant to the dispute resolution provisions in clause 13 that a breach has not occurred then the Owner will be under no obligation to pay such costs charges and expenses.
- 6.4 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.
- 6.5 Nothing in this Agreement shall prohibit or limit the right to develop any part of the Property in accordance with a planning consent other than that issued pursuant to the Application.

7. PAYMENTS VAT AND INDEX LINKING

- 7.1 All sums, costs and financial contributions payable and consideration 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, costs and financial contributions paid to the Council under this Agreement and PROVIDED THAT in the event that value added tax is due or becomes due on any sums, costs and financial contributions payment or consideration in this Agreement, such sums, costs and financial contributions shall be paid by the Owner in full upon presentation of an appropriate value added tax invoice addressed to the Owner in addition to the sums, costs and financial contributions, payment or consideration due under this Agreement.
- 7.2 Any sum, cost and/or financial contribution 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 sum, cost and financial contribution is paid.
- 7.3 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 AND SUBMISSIONS/APPROVALS

- 8.1 The provision of Section 196 of the Law of Property Act 1925 (as amended) shall apply to any notice submission or approval or agreement to be served under or in connection with this Agreement.
- 8.2 Any such notice submission or approval shall be in writing and shall cite the clause and/or paragraph and/or Schedule to which it relates.
- 8.3 In the case of notice, acknowledgement or approval it shall be sent
- 8.3.1 to the Council and addressed to the London Borough of Haringey, Planning Obligations Monitoring Officer, quoting the planning reference number on the front page; and
 - 8.3.2 to any other party addressed to that party at the address at the beginning of the Agreement or to such other person or address as the Council may agree.
- 8.4 Any notice or approval or agreement from the Council shall be signed by a representative of the Council's Development Management Unit.
- 8.5 The Council and the Owner agree that where the submission or approval of documents and other details is required under this Agreement such submission or approval may be served or communicated by e-mail or other electronic means but shall only be deemed received or served once a non-automatic receipt is received by the sender.

9. MONITORING AND LEGAL COSTS

The Owner agrees to pay the Council its monitoring costs of £200.00 (two hundred pounds) and its legal costs incurred in preparing and settling this Agreement on or prior to the date of completion of this Agreement.

10. REGISTRATION

- 10.1 This Agreement shall be registered as a Local Land Charge.
- 10.2 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.

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 annex 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 1990 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 (including questions of value PROVIDED THAT nothing in this clause shall fetter the Council in exercising its discretion to enforce a restriction or requirement imposed under the obligations in clause 4 and Schedules by injunction) 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 with not less than 10 years post qualification experience 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 or Chartered Institute of Housing or Royal Institution of Chartered Surveyors 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. 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.

15. CONFIRMATION OF INTEREST

The Owner hereby warrants and confirms that at the date of this Agreement apart from the Parties 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.

16. JURISDICTION

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

SCHEDULE 1

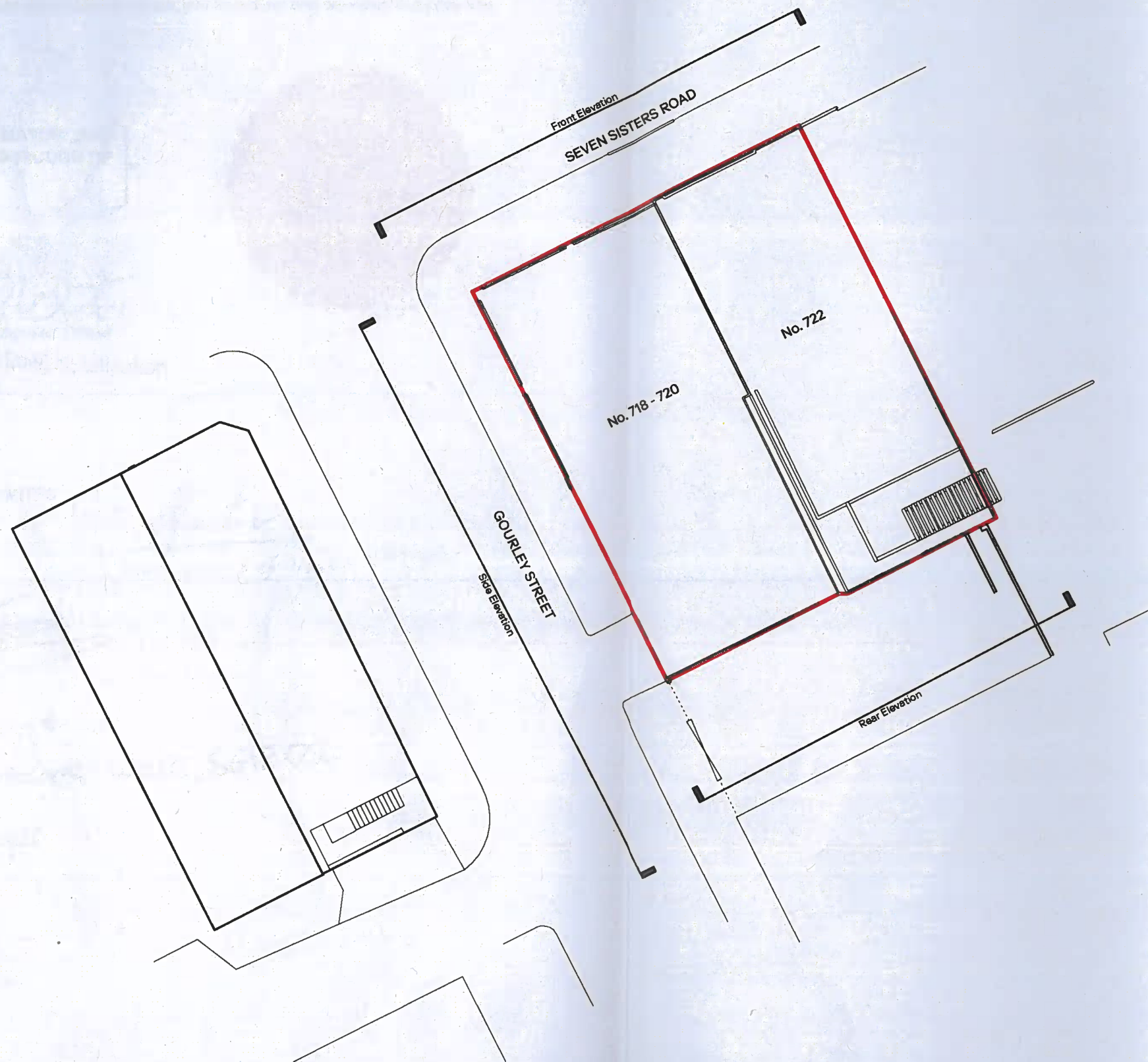
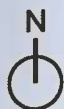
Car Free Development

The Owner covenants with the Council:-

1. The Property shall not be used and/or Occupied by anyone who has a Resident's Parking Permit save for the application of paragraph 5 of this Schedule 1.
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 Working Days of a written demand therefor from the Council.
3. Prior to the Occupation of each Dwelling 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 paragraphs 1 and 2 of this Schedule 1 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. Any advertisement in relation to the marketing or sale of any Dwelling within the Development is to include specific reference that the Development is subject to the restrictions Schedule 1.
5. The restrictions in paragraphs 1 to 4 of this Schedule 1 shall not apply in respect of any Occupier of the Development who is a Blue Badge Holder.



P01 26/03/2024 Planning Issue

Resident

Project:
718-722 Seven Sisters Road

Client:
JEB Capital Investments Ltd

Drawing:
Existing Site Plan

Drawing Number:
P2406-RES-ZZ-ZZ-DR-A-1100

Status: SO Rev: P01

Date: 26/03/2024 Scale: 1:200@A3

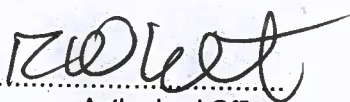
www.residentarchitects.com 020 7367 6631

ANNEXURE 1
Plans/Drawings

IN WITNESS whereof the Parties have executed this Agreement 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:

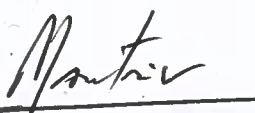



.....
Authorised Officer
Principal Lawyer, Litigation

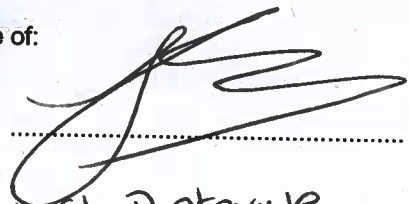
EXECUTED AS A DEED by

SEVEN SISTERS RESIDENTIAL LIMITED)

acting by a director


) MARTIN VUYAHULANATHAN

In the presence of:


..... (witness signature)

Witness name:

Josh Boteryle

Address: 14 Windmill cottages, Ware, SG12 0SL

Occupation: Site Manager