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# Agreement for Lease

Dated 3 MAY 2013.

Between

- (1) **GLA Land and Property Limited (GLAP)** (which expression shall where the context so admits include the person for the time being entitled to the reversion immediately expectant upon the determination of the term hereby agreed to be granted) (Company No: 07911046) whose registered office is at Windsor House 42-50 Victoria Street London SW1H 0TL; and
- (2) **BDW Trading Limited (the Developer)** registered in England with number 03018173 whose registered office is at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicester LE67 1UF

## Recitals

GLAP has agreed to let the Land to the Developer upon the following terms and conditions

## It is agreed:

### 1 Definitions and interpretation

- 1.1 In this Agreement (including the recitals above) the following definitions apply

**Act** means the Town and Country Planning Act 1990 as amended

**Acceptable Commercial Uses** means any use other than use within Class B2 of the Town and Country Planning (Use Classes) Order 1987 (as subsequently amended) which in the opinion of the Developer (acting reasonably) is compatible with residential development and will not cause unreasonable annoyance and/or nuisance to the occupiers and owners of Dwellings

**Affordable Dwelling** means any Dwelling provided for Affordable Housing

**Affordable Housing** means rented housing provided by an Association that has the same characteristics as social rented housing at Affordable Rent

**Affordable Rent** means social housing to households who are eligible for social rented housing. Affordable Rent is not subject to the national rent regime but is subject to other rent controls that require a rent to be of no more than 80 per cent of the local market rent

**Approved Plans** means the Detailed Design Plans in accordance with the Optimised Planning Permission with such amendments as may be approved in writing by GLAP from time to time such approval not to be unreasonably withheld or delayed

**Association** means Gallions Housing Association or such other independent housing organisation registered with the Homes and Communities Agency as a Registered Provider or such alternative housing organisation as approved by GLAP (such approval not to be unreasonably withheld or delayed)

**BREEAM** means the Building Research Establishment Environmental Assessment Method

**CEEQUAL** means Civil Engineering Environmental Quality Assessment and Award Scheme

**Code** means the Government's Code for Sustainable Homes as is current at the date of this Agreement

**Code Service Provider** means any organisation licensed by (and including) BRE Global which offers training accreditation services to Code assessors under its contract with the Department for Communities and Local Government

**Completion Date** means the 10th Working Day after the day on which the last of the Conditions has been satisfied or (where capable of waiver) waived in writing by the party entitled to waive such Condition or if later the date upon which any price adjustment under Clause 8 has been agreed

**Compliance Certificate** shall have the same meaning as in the Lease

**Compliance Inspector** means a suitably qualified professional or professionals appointed by the Developer from time to time with the approval of GLAP (such approval not to be unreasonably withheld) using a contract in a form approved by GLAP (such approval not to be unreasonably withheld), who is/are:

- (a) for the purposes of the Code, a competent person trained, examined and licensed by a Code Service Provider to carry out Code assessments and recorded on the Code Service Provider register of licensed assessors;
- (b) for the purposes of BREEAM, a competent person trained, examined and licensed by BRE Global to carry out BREEAM assessments and recorded on the BREEAM register of licensed assessors; and
- (c) for all other purposes, a qualified person able to certify the matters required to be certified in the Compliance Certificate

**Conditions** means:

- (a) the completion of a Deed of Variation which includes the Minimum Deed of Variation Requirements and which is Finally Determined;
- (b) the production by the Developer to GLAP of a Pre-Assessment Report to demonstrate that the design of the Dwellings to be erected on the Land are capable of achieving Code Level 3 and the design of each Non-Residential Unit to be erected on the Land are capable of achieving in each case the BREEAM standard of 'Very Good';
- (c) GLAP being satisfied (acting reasonably) that there is in existence a set of Approved Plans which adequately define and delineate in sufficient detail to GLAP's satisfaction (acting reasonably) the Development and all matters relating to the Development;
- (d) the production by the Developer of each of the listed Development Strategies in a form acceptable to GLAP (acting reasonably);
- (e) the appointment of the Compliance Inspector in accordance with Clause 10.1 by the Developer in a form to be approved by GLAP (such approval not to be

unreasonably withheld or delayed) and which provides for the Compliance Inspector to give a Warranty;

- (f) the Developer and the London Borough of Lewisham entering into works agreement(s)/licence(s) with Network Rail in relation to the removal of the existing footbridge and construction of a new footbridge which includes asset protection provisions for the footbridge works and Development, approval to the Development and footbridge works and rights to maintain, repair, decorate and renew the new footbridge, the form of deed of easement for the new footbridge and adoption requirements for the London Borough of Lewisham and/or any other documentation related to Network Rail land required in order to implement the Existing Planning Permission;
- (g) GLAP entering into appropriate documentation with Network Rail to confirm Network Rail's consent to the grant of the Lease to the Developer (and any subsequent interests to be granted thereunder including the phased freehold transfers) without requiring a deed of covenant from the Developer in favour of Network Rail pursuant to the terms of the transfer dated 1 April 2004 made between (1) Network Rail Infrastructure Limited and (2) The Urban Regeneration Agency and to ensure that no restriction appears on the Developer's title and the freehold title being transferred to the Developer pursuant to the terms of the Lease;
- (h) the Developer and Thames Water entering into the build over agreement /licence to permit the Development, and the diversion of the sewer and raw water main and shaft construction works and agreeing the form of deed of easement for the diversion and accessing the shaft over parts of the Land;
- (i) the Developer agreeing with the Environment Agency the requirements of the River Ravensbourne protection zone and treatment;
- (j) GLAP procuring the completion of a deed of release between (1) London Borough of Lewisham and (2) GLAP in relation to the restrictive covenants imposed by a deed dated 5 August 1892 made between (1) The County Council of the Administrative County of London and (2) The Shortlands and Nunhead Railway Company;
- (k) the grant of the Optimised Planning Permission in a form acceptable to GLAP acting reasonably and which is Finally Determined; and
- (l) GLAP procuring the issue of a letter of reliance in favour of the Developer from RSP Consultants in relation to their April 2009 report in relation to Japanese Knotweed in a form acceptable to the Developer (acting reasonably) and the issue of a warranty in a form acceptable to the Developer (acting reasonably) in favour of the Developer in relation to the eradication works RSP carried out pursuant to an appointment dated 13 November 2007 such items to be procured at the Developer's cost providing such costs are reasonably and properly incurred

and **Condition** means any one of them

**Conditions Satisfaction Date** means 18 months from the date of this Agreement (subject to any extension as provided by Clause 9.2)

**Contract Rate** means 4% above Barclays Bank Plc base rate from time to time in force as well after as before judgment which rate shall also be the "contract rate" referred to in the Standard Commercial Conditions

**Court Confirmatory Decision** means a judgment of the High Court or Court of Appeal or the Supreme Court upholding the Deed of Variation

**Deed of Variation** means a deed to vary the Section 106 Agreement which includes the Minimum Deed of Variation Requirements

**Detailed Design Plans** means the following:

- (a) 1:100 scale general arrangement plans describing every level of building containing residential accommodation;
- (b) 1:100 scale building elevations;
- (c) 1:200 scale landscaping surface finish plans;
- (d) 1:200 scale landscaping levels plans; and
- (e) 1:200 scale indicative landscaping planting plans;

all of the above plans being in accordance and consistent with the Developer's Submission, the Mandatory Sustainability Standards and the Minimum Development unless otherwise agreed by GLAP together with such amendments as may from time to time be approved by GLAP (such approval not to be unreasonably withheld or delayed)

**Developer's Planning Overage Example** means the Developer's planning overage example attached at Appendix 2 of this Agreement

**Developer's Solicitors** means Winckworth Sherwood LLP of Minerva House, 5 Montague Close, London SE1 9BB (reference: RXC/283.12681)

**Developer's Submission** means the proposal submitted by the Developer dated August 2012 in response to the Invitation to Tender (including any subsequent variation or addition to the Developer's Submission as agreed by GLAP acting reasonably)

**Developer's Unacceptable Condition** means a condition required in the Deed of Variation, Optimised Planning Permission and/or any other Planning Agreement which relates to the Existing Planning Permission or the Optimised Planning Permission which contains an obligation, stipulation or restriction which:

- (a) makes the Existing Planning Permission or the Optimised Planning Permission personal to the Developer or limits the class of persons able to implement the Existing Planning Permission or the Optimised Planning Permission;
- (b) limits or qualifies the identity of the person or class of persons able to implement the Existing Planning Permission or the Optimised Planning Permission and/or limits the occupation of the whole or any part of the Land and/or any Dwellings and/or any Non-Residential Units (other than restrictions on the use of Affordable Dwellings for Affordable Housing);
- (c) restricts the use of the Land and/or any Dwellings and/or any Non-Residential Units other than in relation to the Dwellings for residential and ancillary purposes or in relation to the Non-Residential Units for the Acceptable Commercial Uses;
- (d) precludes or restricts the sale of the Land and/or any Dwellings and/or any Non-Residential Units on the open market (other than restrictions on the use of

Affordable Dwellings for Affordable Housing or the timing of delivery of Affordable Dwellings in relation to Market Dwellings);

- (e) adversely affects the raising of finance against individual Dwellings and/or Non-Residential Units to be constructed on the Land for mortgage purposes with commercial lending institutions;
- (f) has the effect of making the Existing Planning Permission or the Optimised Planning Permission temporary or limits in duration the period for implementation of the Development or when the Development must be begun or applications for approval of reserved matters must be made to a period less than the statutory period for implementation set down in the Act or so as to limit the duration of the Existing Planning Permission or the Optimised Planning Permission once implemented;
- (g) prevents the carrying out of the Development and/or the use and occupation of the Development unless and until a condition has been complied with which could not be satisfied without the agreement or cooperation of a third party (other than a relevant authority in relation to the provision of services, drainage and access and the adoption of drainage systems, service installations and access roads);
- (h) requires entry into a Planning Agreement which would include any Developer's Unacceptable Conditions;
- (i) restricts the use of the Affordable Dwellings to Affordable Housing without a provision excluding any mortgagee or chargee of an Association exercising its power of sale and/or any purchaser acquiring one hundred per cent (100%) of the equity in the freehold or leasehold reversion of an individual Dwelling pursuant to a shared ownership lease and/or any tenant exercising his statutory right of acquisition and any mortgagee or person deriving title under any of the same;
- (j) requires the use of a specified Association;
- (k) a condition which requires the provision of Affordable Housing to exceed 35% of the total residential floor space permitted by the Existing Planning Permission or the Optimised Planning Permission;
- (l) a condition which has the effect of reducing the total residential floor space permitted by the Existing Planning Permission or the Optimised Planning Permission;
- (m) a condition that requires the construction of the residential parts of the Development beyond Code Level 3 of the Code;
- (n) requires energy supply to be generated from renewable energy systems/sources in excess of ten per cent (10%) of the energy systems/sources required for the Development as a whole and/or specify how any energy supply required to be generated from renewable energy systems/sources is to be achieved;
- (o) provides for any Non Residential Use within the Development to be otherwise than for an Acceptable Commercial Use;

(p) delay prevent or restrict the commencement and/or the carrying out of the and/or occupation of the Development with a consequential adverse affect on the viability of the Development and/or which would delay prevent or restrict the commencement and/or carrying out of the Development and/or occupation of the Dwellings or Affordable Dwellings until the Non Residential Units are constructed occupied or let;

Provided That the Developer may by written notice to GLAP at any time waive all or any of the Developer's Unacceptable Conditions and "**Developer Unacceptable Condition**" means any of them as the context may admit

**Development** means the erection and completion on the Land of all buildings erections structures highways drainage infrastructure and other works in accordance with the Approved Plans and Existing Planning Permission and/or the Optimised Planning Permission and all Planning Agreements including site preparation, remediation works and demolition of any existing buildings

**Development Strategies** means the individual development strategies set out in Schedule 4 to be prepared by the Developer and approved by GLAP (such approval not to be unreasonably withheld or delayed)

**Dwelling** means any house, bungalow, flat, maisonette or other single unit of residential accommodation to be constructed on the Land together with any land forming its curtilage and any other appurtenant structures.

**EIR** means the Environmental Information Regulations 2004 and any subordinate legislation made thereunder from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation

**EIR Exception** means any applicable exemption to EIR

**Encumbrances** means the encumbrances and matters affecting the Land (to the extent that such are still subsisting and capable of being enforced) mentioned contained or referred to in the documents listed in Schedule 3

**Enquiry Replies** means any written replies made by GLAP's Solicitors in reply to written questions or enquiries made by the Developer's Solicitors in relation to the Land

**Exempted Information** means any information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions

**Existing Planning Permission** means outline planning permission dated 30 January 2009 issued by London Borough of Lewisham under reference LE/943/A/TP including the non material amendment dated 12 January 2012 issued by London Borough of Lewisham

**Finally Determined** means, where a Third Party Application has been made, the first of the following events to occur:

(a) permission to bring a Third Party Application (where required) has not been granted and the period within which an application for permission to appeal against such refusal has expired without a further Third Party Application being made;

- (b) all Third Party Applications have been withdrawn; or
- (c) a Court Confirmatory Decision has been issued

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made thereunder from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation

**FOIA Exemption** means any applicable exemption to FOIA

**GLA's Solicitors** means SNR Denton LLP of 1 Fleet Place, London EC4M 7WS (Ref: gmg/21791.00697)

**GLA Unacceptable Condition** means a condition required in the Deed of Variation, Optimised Planning Permission and/or any Planning Agreement which contains an obligation or restriction which:

- (a) provides (or would have the effect) that the Development if implemented in accordance with the terms of the Existing Planning Permission and/or Optimised Planning Permission would provide a development scheme which would achieve less than the Required Percentage of Affordable Housing;
- (b) provides (or would have the effect) that the Development to be undertaken will be inconsistent with the Mandatory Sustainability Standards;
- (c) provides (or would have the effect) that the Development if implemented in accordance with the terms of the Existing Planning Permission and/or Optimised Planning Permission would provide a development scheme which would achieve less than the Minimum Development; or
- (d) provides that the Development if implemented in accordance with the terms of the Existing Planning Permission and/or Optimised Planning Permission would be for a development materially different to that envisaged in the Detailed Design Plans

**Guarantee** means a deed in the form annexed to this Agreement at Schedule 7 to be completed in accordance with Clause 14.8

**Homes and Communities Agency** means the non-departmental public body responsible for affordable housing in England or such other body that may replace it

### **Information**

- (a) in relation to FOIA has the meaning given under section 84 of the FOIA; and
- (b) in relation to EIR has the meaning given under the definition of "environmental information" in section 2 of EIR

**Invitation to Tender** means the invitation to tender issued by GLAP dated 6 June 2012 as varied by the provisions of this Agreement

**Land** means the development site at former Catford stadium site registered at the Land Registry under title numbers LN23450, LN23502 and TGL237047

**Lease** means the lease of the Land in the form of the draft annexed at Appendix 3 hereto to be granted by GLAP to the Developer pursuant to this Agreement (subject

to such amendments thereto (including any draft document annexed to the draft Lease) as may be required consequential upon any changes to the Development agreed between the Developer and GLAP prior to completion of the grant of the Lease)

**Local Planning Authority** means Lewisham Council or such other authority as shall have during the currency of this Agreement jurisdiction to deal with planning applications in respect of the Land

**Longstop Date** means the third anniversary of the date of this Agreement

**Mandatory Sustainability Standards** means the standards of sustainability which the Development is required to achieve and which are to comply with the Pre-Assessment Report

**Minimum Development** means a comprehensive development of the Land which comprises as a minimum of 589 Dwellings

**Minimum Deed of Variation Requirements** means at least the inclusion of the following variations to the Section 106 Agreement:

- (a) the deletion of the reference to London Wide Initiative (LWI) units and replacement of the intermediate rented units with shared ownership units;
- (b) the tenure mix for all the Residential Units (as defined in the Section 106 Agreement) as set out in the Schedule of Accommodation (as defined in the Section 106 Agreement) being varied and allocated as follows:
  - 416 Private Residential units (as defined in the Section 106 Agreement);
  - 60 shared ownership units; and
  - 113 Affordable Rented Units (as defined in the Section 106 Agreement);
- (c) the substitution of the Phasing Plan (as defined in the Section 106 Agreement) varying the tenure location on the Land;
- (d) the definition of affordable rent being varied so one and two bed flats are at 80% of market rent and three and four bed houses and four bed flats are at 65% of market rent and shared ownership one bed affordable flats are at £30,000 household income and two bed affordable flats are at £40,000 household income;
- (e) the construction phasing of the Development being varied; and
- (f) 11 units of the Affordable Housing (as defined in the Section 106 Agreement) to be designed to be capable of adaption to the Wheelchair Homes Design Guidelines (as defined in the Section 106 Agreement) rather than ten percent of the Affordable Rented Units (as defined in the Section 106 Agreement);

or otherwise as approved by GLAP (such approval not to be unreasonably withheld or delayed)

**Non-Residential Unit** means any buildings and structures erected on or refurbished on the Land that are not Dwellings including but not limited to shops, restaurants, offices and community facilities and their immediate curtilage and any garages,

parking spaces, private spaces, private drives or forecourts relating to such buildings/structures

**Optimised Planning Permission** means variations to the Existing Planning Permission to reflect the provisions set out in Appendix 1 subject to such minor variations as are approved by GLAP (such approval not to be unreasonably withheld or delayed)

**Option to Tax** means an option to tax under Part 1 of Schedule 10 to the Value Added Tax Act 1990 or (as the case may be) an election to waive exemption exercised prior to 1 June 2008 under the then paragraph 2 of that Schedule and references to "Opting to Tax" or "Opted to Tax" shall be construed accordingly

**Overage Agreement** an agreement made between the Developer and GLAP in the form annexed relating to sales overage

**Pre-Assessment Report** means a report issued by a company sanctioned by BRE Global which demonstrates that the design of the Dwellings to be erected on the Land pursuant to the Lease are capable of achieving not less than Code Level 3 and that the design of each Non-Residential Unit to be erected on the Land pursuant to the Lease are capable of achieving the minimum stipulated standard of assessment of "Very Good"

**Planning Acts** means the statutes and statutory instruments from time to time in force relating to town and country planning

**Planning Agreement** means any agreement and/or undertaking required by the Local Planning Authority or other competent public authority or body, and which is to be entered into as a condition of the grant or implementation of the Existing Planning Permission or the Optimised Planning Permission as appropriate including any agreement pursuant to any one or more of Section 38 or Section 278 of the Highways Act 1980, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982, Section 111 of the Local Government Act 1972, Section 106 of the Act (as amended by the Planning and Compensation Act 1991) or Section 104 of the Water Industry Act 1991 or any agreement with a water or sewerage undertaker or other appropriate authority as to water supply or to drainage or surface water and/or effluent from the Land or any provision of similar intent

**Practical Completion** means the date on which a practical completion certificate is issued for the completion of the construction of the Development on all the Land pursuant to the Existing Planning Permission and/or the Optimised Planning Permission

**Price** means £10,130,743.00 plus VAT (subject to variation in accordance with Clause 8)

**Registered Provider** means a provider of social housing registered with the Homes and Communities Agency

**Representation** means any written oral or implied representation warranty confirmation or statement in relation to the Land or to any matter contained or referred to in this Agreement made by or on behalf of GLAP to the Developer or to any agent adviser or other person acting for the Developer

**Request for Information** shall have the meaning set out in FOIA or any request for information under EIR which may relate to the Land, this Agreement, or any activities or business of GLAP

**Required Percentage of Affordable Housing** means the provision of Affordable Housing not being less than 25% of the total residential floor space permitted by the Existing Planning Permission or the Optimised Planning Permission

**Safer Parking Scheme Confirmation** means a letter of confirmation from the local constabulary in substantially the form of the draft annexed at Schedule 2 confirming that the design and specification of the Non-Residential Units comprising part of the Development complies with Safer Parking Standards and accordingly will be capable of Safer Parking Scheme accreditation once the Development is completed in accordance with such design and specification

**Secretary of State** means the Secretary of State for Communities and Local Government or other minister or authority for the time being having or entitled to exercise the powers now conferred upon the Secretary of State for Communities and Local Government by Sections 77, 78 and 79 of the Act or an inspector appointed to act on behalf of him

**Secured by Design Confirmation** means a letter of confirmation from the local constabulary in substantially the form of the draft annexed at Schedule 2 confirming that the design and specification of the Development complies with Secured by Design standards and will accordingly be capable of Secured by Design accreditation once the Development is completed in accordance with such design and specification

**Section 106 Agreement** means the agreement made pursuant to section 106 Town & Country Planning Act 1990 dated 30 January 2009 between the London Borough of Lewisham and the Homes and Communities Agency

**Surety** means Barratt Developments Plc registered in England with number 604574 whose registered office is at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicester LE67 1UF

**Standard Commercial Conditions** means the Standard Commercial Property Conditions (Second Edition) and any reference to a Standard Commercial Condition shall be construed accordingly and have the same meaning as the expression "condition" in the Standard Commercial Conditions

**Termination Date** means a date as defined in Clause 9

**Third Party** means a person other than the Developer or GLAP but does not include anyone acting on the Developer's or GLAP's behalf

**Third Party Application** means a Third Party's application for judicial review of a decision by the Local Planning Authority to complete the Deed of Variation or a challenge to the decision of the Secretary of State following an appeal pursuant to Section 106A of the Act in connection with the Deed of Variation

**Unacceptable Condition** includes GLA Unacceptable Conditions and Developer Unacceptable Conditions

**Value Added Tax** means value added tax charged under the Value Added Tax Act 1994 and shall include any interest fine penalty or surcharge in respect of value added tax charged

**Warranty** means the collateral warranty or warranties to be given by the Compliance Inspector in favour of GLAP (in relation to the respective services to be provided under the appointment referred to in Clause 10.2) in a form to be approved by GLAP (such approval not to be unreasonably withheld or delayed)

**Working Day** has the same meaning as in the Standard Commercial Conditions

#### 1.2 **Headings**

Headings are for ease of reference only and shall not affect the construction of this Agreement

#### 1.3 **Statutes**

References to laws statutes bye-laws regulations orders and delegated legislation shall include any law statute bye-law regulation order or delegated legislation modifying amending re-enacting consolidating replacing or made pursuant to the same

#### 1.4 **Construction**

In this Agreement:

- (a) references to Clauses and Schedules shall be references respectively to the Clauses of and Schedules to this Agreement
- (b) references to "this Agreement" include any Schedules
- (c) the expression "this Agreement" used in this Agreement shall include any document or the terms of any document which are incorporated by reference into this Agreement and shall have the same meaning as the expression the "contract" referred to in the Standard Commercial Conditions
- (d) the words "including" and "in particular" shall be construed as being by way of illustration or emphasis only and shall not limit the generality of the preceding words
- (e) where the consent or approval of GLAP is required such consent or approval must be in writing and be signed by the Regional Director (or such other officer as shall have been notified in writing by GLAP to the Developer as being the appropriate officer for such purposes)
- (f) Where any indemnity is required to be given under the terms of this Agreement:
  - (i) The Party giving the indemnity ("the Indemnifier") shall keep the Party with the benefit of the indemnity ("the Indemnified") fully informed of all and any claims and liabilities or potential claims and liabilities for which the Indemnifier may be liable and shall pass copies of all court documents and/ or other relevant communications and correspondence to the Indemnifier promptly following receipt and shall carry out at the Indemnifier's reasonable request and expense all things necessary to minimise any loss or liability and shall provide to the Indemnifier

all information and assistance with the Indemnifier may reasonably request and the Indemnified shall not deal with any admission or liability or settle or compromise any such claims and liabilities save for the agreement of the Indemnifier (not to be unreasonably withheld or delayed); and

(ii) The indemnity shall apply only to the extent that the same arises by reason of any breach of this Agreement or any tortious acts or omission on the Indemnifier's part and/or any third party to whom the Indemnified has sub-contracted the performance of its obligations or part thereof in the performance of the Indemnifier's obligations under and in connection with this Agreement

1.5 By virtue of:

- (a) the Housing and Regeneration Act 2008;
- (b) the Housing and Regeneration Act 2008 (Commencement No.1 and Transition Provision) Order 2008 (SI 2008 No. 2358 (c.103)) dated 2<sup>nd</sup> September 2008
- (c) the Housing and Regeneration Act 2008 (Commencement No.2 and Transitional, Saving and Transitory Provisions) Order 2008 (SI 2008 No. c3068 (c.132)) dated 26<sup>th</sup> November 2008; and
- (d) Homes and Communities Agency, Tenants Services Authority and the Welsh Ministers Transfer Scheme

all assets, liabilities and interests were transferred from Commission for the New Towns and The Urban Regeneration Agency to Homes and Communities Agency with effect from 1<sup>st</sup> December 2008

1.6 By virtue of

- (a) the Localism Act 2011 Sections 190 and 193;
- (b) the Localism Act 2011 Commencement Order No. 2 Order (SI 2011 No.57 pp 4 (x) and (z)) dated 15<sup>th</sup> January 2012;
- (c) the Housing Regeneration Act 2008 (Commencement Order No. 1) and Transitional Saving and Transitory Provisions Order (SI 2008 No. c.3068 (c.132)) dated 26<sup>th</sup> November 2008;
- (d) the Greater London Authority Transfer Scheme dated 30<sup>th</sup> March 2012;

all property assets, liabilities and interests, other than those specifically excluded within the Greater London Authority were transferred from the Homes and Communities Agency to GLA Land and Property Company Ltd (number 07911046) with effect from 1<sup>st</sup> April 2012

## 2 Conditions

2.1 The grant of the Lease is conditional upon satisfaction or waiver (if capable of being waived) of each of the Conditions

2.2 The Developer shall use reasonable endeavours to procure the satisfaction of Conditions (a) to (f), (h), (i) and (k) in accordance with but subject to the terms of this Agreement and in any event no later than the Conditions Satisfaction Date and GLAP shall use reasonable endeavours to approve the same as soon as reasonably practicable insofar as GLAP's approval is required to any of the Conditions

2.3 GLAP shall use reasonable endeavours to procure the satisfaction of Conditions (g), (j) and (l) in accordance with but subject to the terms of this Agreement and in any event no later than the Conditions Satisfaction Date and the Developer shall use reasonable endeavours to approve the same as soon as reasonably practicable insofar as the Developer's approval is required to any of the Conditions

2.4 If all of the Conditions shall be satisfied or (if capable of waiver) waived in writing by the Party entitled to waive the same then this Agreement shall become unconditional unless it shall have been first determined in accordance with the provisions of this Agreement

2.5 Save for Clauses 15, 16 and 17 which shall not come into effect until the Conditions have been satisfied, all provisions of this Agreement shall be of immediate effect

2.6 If any of the Conditions shall not have been satisfied by the Conditions Satisfaction Date then either GLAP or the Developer may at any time thereafter (but before all of the Conditions have been satisfied or waived if capable of waiver) terminate this Agreement by giving not less than 10 Working Days notice in writing to the other party provided that the party serving the notice has acted in accordance with Clause 2.2 and on the expiry of such notice this Agreement shall cease to have effect and the parties shall be released from their respective obligations hereunder but without prejudice to any right of action available to either GLAP or the Developer in respect of any breach by the other of its obligations under this Agreement. Upon determination of this Agreement pursuant to this Clause 2.6 the Developer will within 10 Working Days cancel any notice of this Agreement which it has entered on the title registers of the Land at the Land Registry

2.7 The Developer may by written notice to GLAP at any time waive any of Conditions (a) (in relation to whether it has been Finally Determined only), (f), (h) (i), (j), and (l).

2.8 The Developer and GLAP shall arrange a pre-assessment meeting within a period of six months from the date of this Agreement with representatives of CEEQUAL to agree what parts (if any) of the Development could comply with the CEEQUAL requirements which are not in duplication of the Code and/or BREEAM stipulations already being complied with and the Developer shall be required to comply with such CEEQUAL requirements (if any) as are reasonably recommended by the CEEQUAL representatives at the pre-assessment meeting and the form of Lease shall be amended to reflect any such agreed obligations.

2.9 If the Developer is unable to satisfy Condition (k) by the Conditions Satisfaction Date the Developer and GLAP may agree to waive Condition (k).

### **3 Deposit**

There will be no deposit payable by the Developer upon exchange of this Agreement

#### **4 Approval of the Deed of Variation and the Detailed Design Plans**

- 4.1 The Developer's proposals comprising the Development are set out in the Invitation to Tender and the Developer's Submission
- 4.2 The Developer shall within six months after the date of this Agreement submit to GLAP its proposed draft Deed of Variation together with such plans as shall be required to be appended to the Deed of Variation for approval by GLAP and shall in any event use reasonable endeavours to agree the same with GLAP by no later than eight months after the date of this Agreement. GLAP will not unreasonably withhold or delay its approval to the draft Deed of Variation and the plans to be appended provided that the proposed draft Deed of Variation and the appended plans are consistent with the requirements of the Invitation to Tender the Developer's Submission the Mandatory Sustainability Standards and the Minimum Development.
- 4.3 When preparing the Detailed Design Plans the Developer shall use reasonable endeavours to achieve the Secured by Design Confirmation and Safer Parking Scheme Confirmation.

#### **5 Deed of Variation and Optimised Planning Permission**

- 5.1 As soon as reasonably practicable after the date of this Agreement the Developer will use reasonable endeavours to secure as soon as possible and in any event by the Conditions Satisfaction Date the completion of the Deed of Variation and the grant of the Optimised Planning Permission free of any Unacceptable Conditions at its own expense
- 5.2 Except for the Deed of Variation and the Optimised Planning Permission, no planning application (including without limitation any resubmission substitute or additional application) amendment drawings or any other document or thing shall be submitted to the Local Planning Authority without the prior approval of GLAP
- 5.3 Other than the Optimised Planning Permission no application for planning permission shall be made in respect of the Land by or on behalf of the Developer unless otherwise approved by GLAP
- 5.4 In complying with its obligations in this Clause 5 the Developer will:
  - (a) keep GLAP fully informed of progress of the Deed of Variation and the application for Optimised Planning Permission;
  - (b) give reasonable prior notice to GLAP of any meetings with the Local Planning Authority so as to allow them to attend at such meetings;
  - (c) have due regard to the reasonable requirements of GLAP in relation to the Deed of Variation and the Optimised Planning Permission;
  - (d) promptly following receipt supply GLAP with copies of any planning application planning permission planning refusal Planning Agreement material correspondence notes of material meetings of any committees of the Local Planning Authority any committee reports of the Local Planning Authority relating to the Development (including any drafts of the same);
  - (e) notify GLAP within 3 Working Days of the receipt of any planning decision in relation to the Optimised Planning Permission (whether an original amended resubmitted or additional application); and

(f) promptly notify GLAP of any proposal as to the amending resubmission of or making of any additional application for the Optimised Planning Permission.

5.5 GLAP shall co-operate with the Developer (at the Developer's cost) if reasonably requested to do so by the Developer to assist the Developer in satisfying the Conditions and in particular obtaining the Deed of Variation and Optimised Planning Permission to the Developer's satisfaction but for the avoidance of doubt GLAP will not act independently of the Developer and will keep the Developer fully informed of all action it may take at the request of the Developer in accordance with this clause. Provided That the Developer acknowledges that GLAP cannot be required to take any steps that may prejudice the Greater London Authority's role as an independent public body and planning authority.

## 6 Third Party Applications

If a Third Party Application is made, the Developer will:

- 6.1 Keep GLAP regularly informed on the progress of any Third Party Applications and will supply GLAP with copies of all correspondence to or from the Developer or to or from the Developer's Solicitor or to and from the Developer's representatives in connection with the Third Party Application (including accompanying plans and other documents, but excluding correspondence exclusively between the Developer and the Developer's Solicitor or other legal adviser) within 10 Working Days after receiving a request for the same from GLAP;
- 6.2 Give GLAP at least 5 Working Days' notice of any meetings to be held in connection with the Third Party Application (except meetings exclusively between the Developer and the Developer's Solicitor or other legal adviser);
- 6.3 Give GLAP, GLAP's Solicitor, GLAP's representatives, agents and counsel the opportunity to attend the meetings referred to in Clause 6.2;
- 6.4 Within 10 Working Days of the meeting, give GLAP a copy of any minutes of the meeting referred to in Clause 6.2;
- 6.5 Within 10 Working Days after receiving it, give GLAP a copy of any judgment issued by the court in relation to the Third Party Application.

## 7 Planning Agreements

- 7.1 At the Developer's request and subject to the provisions of this Clause, GLAP will enter into the Deed of Variation or any Planning Agreement with the Local Planning Authority or other competent public authority or body as necessary for the Developer to procure any approved variation of the Existing Planning Permission and/or the Optimised Planning Permission
- 7.2 Any Planning Agreement that the Developer requires GLAP to enter into (including the Deed of Variation) must be in a reasonable form must not contain any GLA Unacceptable Conditions and must contain stipulations that:
  - 7.2.1 save for relevant boilerplate clauses and obligations relating to any interpretation provisions the Planning Agreement will not come into effect until the Existing Planning Permission or Optimised Planning Permission is granted and implemented;

- 7.2.2 any obligation imposed by the Planning Agreement will be conditional upon the commencement of the Development as authorised by the Existing Planning Permission or the Optimised Planning Permission;
- 7.2.3 GLAP will not be liable for any breach of the Planning Agreement unless at the date of the breach GLAP holds an interest in the part of the Land in respect of which the breach occurs; and
- 7.2.4 GLAP will be released from all liability under the Planning Agreement if GLAP disposes of its interest in the whole of the Land save for any antecedent breach committed by GLAP which may have occurred prior to GLAP parting with such interest.

7.3 The Developer hereby agrees that it will indemnify and keep GLAP indemnified against all liability, proceedings, costs, claims, demands and expenses incurred or arising under each Planning Agreement that GLAP enters into pursuant to this Agreement (including the Deed of Variation), including any irrecoverable VAT thereon.

## 8 Planning Overage Price Adjustment

- 8.1 Within 20 Working Days of the satisfaction of Condition (k) (*grant of Optimised Planning Permission*) the Developer shall forward to GLAP a copy of the Optimised Planning Permission identifying any additional units over and above the 589 units permitted by the Existing Planning Permission and identifying for any such additional units whether they are Affordable Flats, Sale Flats, Shared Ownership Units or Non-Residential Units (all tenures as defined in the Lease) ("**Additional Units**").
- 8.2 Where there are Additional Units then the Developer shall update the Developer's Planning Overage Example by inputting the Additional Units into the Developer's Planning Overage Example in addition to the existing units in the relevant tenure categories but so that no other items in the Developer's Planning Overage Example shall be amended in any way ("**Updated Appraisal**")
- 8.3 If the Updated Appraisal identifies a price for the Land as being higher than the Price then the Price shall be increased as follows:

$$P = (R - OP) \times 50\% \text{ where}$$

P is the increased Price

R is the "land price" identified in the updated Developer's Appraisal

OP is £10,130,743.00

- 8.4 Such increase in the Price shall be paid by the Developer to GLAP on the same date or dates as the Price itself and shall be apportioned as necessary where the Price is payable in stages and the form of the draft Lease shall be amended accordingly.

## 9 Termination

- 9.1 Subject to Clause 9.2 the Termination Date shall be the Conditions Satisfaction Date
- 9.2 The Conditions Satisfaction Date cannot be the Termination Date

- (a) if any Third Party Application has not been Finally Determined in which case the Conditions Satisfaction Date shall be extended to a date 10 Working Days following the date the Third Party Application is Finally Determined; or
- (b) if any of the documents required to satisfy Conditions (f), (g), (h), (i), (j), (k) and (l) are ongoing but not concluded and GLAP and the Developer are satisfied (acting reasonably) that either the Developer or GLAP has been proactively negotiating the particular Condition it is responsible for satisfying the Conditions Satisfaction Date shall be extended to a date 10 Working Days following the date of completion of the last of these documents to be completed

9.3 The Termination Date shall not in any circumstances extend beyond the Longstop Date

9.4 In the event of a Termination Date occurring this Agreement will terminate with immediate effect as from the Termination Date and the Developer will within 10 Working Days cancel any notice of this Agreement which it has entered on the title registers of the Land at the Land Registry and neither party will have any further rights or obligations under this Agreement except that the termination of the Agreement will not affect either of the parties' rights in connection with any breach of this Agreement that occurred before the Termination Date.

## **10 Appointment of the Compliance Inspector**

- 10.1 As soon as reasonably practicable after today's date, the Developer shall appoint (with the approval of GLAP not to be unreasonably withheld or delayed) the Compliance Inspector and such appointment shall be executed as a Deed with the form of Warranty annexed but for the avoidance of doubt such appointment may be conditional upon completion of the grant of the Lease
- 10.2 The services to be provided by the Compliance Inspector and specified in his appointment shall relate to the issue of the Compliance Certificate (and all monitoring of the matters required for such issue)

## **11 Development Strategies**

- 11.1 The Developer will provide to GLAP prior to the Conditions Satisfaction Date the Development Strategies for GLAP's approval (not to be unreasonably withheld or delayed)
- 11.2 The Developer shall use reasonable endeavours to comply with its obligations set out in Schedule 4

## **12 Progress Meetings and Provision of Information**

The Developer shall during the period commencing on the date of this Agreement and ending on the grant of the Lease provide GLAP with a verbal report on a monthly basis and a written report with full details on a quarterly basis (unless the Parties agree otherwise) providing details of the progress made in satisfying the Conditions and compliance with Development Strategies

**13 Not Used**

**14 Grant of the Lease and Price**

- 14.1 GLAP shall grant and the Developer shall accept the Lease on the Completion Date
- 14.2 GLAP and the Developer agree that the Price shall be paid by the Developer to GLAP in the following instalments:
  - (a) £2,532,685.70 (being 25% of the Price) together with the VAT payment of £2,026,148.60 shall be paid on the Completion Date; and
  - (b) £7,598,058 (being 75% of the Price excluding VAT) shall be paid on the earlier of Practical Completion of the Development or the fifth anniversary of the date of the Lease.
- 14.3 Completion of the grant of the Lease shall take place at the offices of GLAP's Solicitors or elsewhere as they may reasonably direct when the Developer shall deliver to GLAP:
  - (a) a duly executed counterpart of the Lease (and GLAP shall deliver to the Developer a duly executed original of the Lease);
  - (b) a certified copy of the completed appointment of the Compliance Inspector;
  - (c) the Warranty given by the Compliance Inspector in favour of GLAP; and
  - (d) a duly executed counterpart of the Overage Agreement (and GLAP shall deliver to the Developer a duly executed original of the Overage Agreement); and
  - (e) a parent company guarantee.
- 14.4 The Developer shall on the Completion Date pay GLAP by Chaps transfer (to such account as GLAP or GLAP's Solicitors shall specify) all sums due on completion
- 14.5 The Developer has the option to pay the Price via promissory notes pursuant to clause 29 and providing GLAP at least 10 Working Days notice
- 14.6 If completion shall not have taken place before 2.00pm on any day then completion shall be deemed to have occurred on the next following working day
- 14.7 If as a result of any breach by the Developer the Lease is not completed on the Completion Date then the Developer shall on demand pay interest on that part of the Price due on the Completion Date at the Contract Rate from the Completion Date until the later of completion and actual payment (after as well as before any judgment)
- 14.8 The Developer shall as soon as reasonably practicable after completion procure the registration of the Lease at the Land Registry
- 14.9 The Developer shall procure the completion of the Guarantee by the Surety on the Completion Date
- 14.10 The Developer and GLAP shall procure the completion of the Overage Agreement on the Completion Date

## **15 Deduction of title**

- 15.1 Title to the Land has been deduced prior to the date hereof by the provision of Land Registry Official Copy entries of title numbers LN23450 issued by the Land Registry on 17 January 2013 timed at 11:36:21, LN23502 issued by the Land Registry on 17 January 2013 timed at 11:38:11 and TGL237047 issued by the Land Registry on 17 January 2013 timed at 11:39:57
- 15.2 The Developer shall take the Lease with full knowledge of the title to the Land:
  - (a) as set out or referred to in the registers of the title at the Land Registry as referred to in clause 15.1; and
  - (b) as set out or referred to in Clause 17 below;  
(including all matters arising in connection with the Planning Acts) and shall raise no requisition nor objection thereto save as to standard form requisitions on title to be raised prior to the Completion Date

## **16 Possession**

The Land is let with vacant possession on completion

## **17 Matters affecting the property**

Without prejudice to Standard Commercial Condition 3.1.2 (as varied by this Agreement) the Lease shall be granted subject to but where applicable with the benefit of:

- 17.1 all existing rights privileges easements liabilities (and in particular but without prejudice to the generality of the foregoing drainage and other service rights or easements) and quasi or reputed easements affecting the Land;
- 17.2 all Local Land Charges (whether registered or not before the date hereof) and all matters capable of registration as Local Land Charges (whether or not actually registered as such) affecting or relating to the Land or any part thereof or any building or other structure thereon or on part thereof whether general or specific;
- 17.3 all notices orders proposals or requirements whatsoever (whether registered or not before the date hereof) affecting or relating to the Land or any part thereof given or made by any government department or by any statutory undertaker or by any public local authority or other competent authority;
- 17.4 the documents mentioned contained or referred to in the Property Proprietorship and Charges Registers of title numbers LN23450, LN23502 and TGL237047 or any Encumbrances deduced as referred to in clause 15.1; and
- 17.5 the Existing Planning Permission and the Section 106 Agreement

## **18 Standard Commercial Conditions and ancillary matters**

- 18.1 In relation to this Agreement the Standard Commercial Conditions shall apply as follows
  - (a) the Standard Commercial Conditions applicable to the grant of a lease and as varied in Clause 18.2 shall be incorporated in this Agreement insofar as they

are not inconsistent with the express terms and conditions of this Agreement and in the event of any conflict between the express terms and conditions of this Agreement and the Standard Commercial Conditions the former shall prevail

- (b) all references in the Standard Commercial Conditions to the "seller" and the "buyer" shall be deemed to be references to "GLAP" and the "Developer" respectively and shall be construed accordingly
- (c) all references in the Standard Commercial Conditions to the "property" shall be deemed to be references to the Land and shall be construed accordingly

18.2 In relation to this Agreement the Standard Commercial Conditions shall be varied as follows:

- (a) Standard Commercial Conditions 6.3, 6.4.2, 6.6.2, 6.6.5, 7.1.2, 7.1.4(b), 9.3, 10.1.3 and 10.3 shall be deleted;
- (b) in Standard Commercial Condition 1.1.1(l) the definition of **public requirement** shall be deleted and replaced by the following:

**public requirement** means any notice order demand request requirement or proposal having specific reference to the property which is given or made (whether before on or after the date of the contract and whether or not subject to any confirmation) by a body acting on statutory authority or any competent authority and includes:

  - (i) all matters registered or registrable as local land charges (whether or not so registered); and
  - (ii) all actual or proposed charges orders directions conditions proposals demands restrictions agreements notices or other matters whatsoever (whether registered or not before today's date) affecting or relating to the property or any part thereof or any building or other structure thereon or any part thereof arising under the Planning Acts;
- (c) Standard Commercial Condition 1.3 shall be amended as set out in Clause 22;
- (d) In Standard Commercial Condition 3.1.2(c) the words "and could not reasonably" shall be deleted;
- (e) the following shall be added to the end of Standard Commercial Condition 3.1.2:
  - "(f) all outgoings, consents, restrictions, easements and liabilities affecting the property;
  - (g) any interests which override under the Land Registration Act 2002.;
- (f) at the end of Standard Commercial Condition 8.8.2 add the words "on completion the party on whom a notice to complete was served shall pay to the other party its reasonable legal costs incurred in connection with the service of the notice and recalculating the completion statement together with disbursements properly incurred and VAT";

(g) after Standard Commercial Condition 8.8.2 add a new condition 8.8.3 as follows:

"On receipt of a notice to complete:

(a) if the buyer paid no deposit, it is forthwith to pay a deposit of 10 per cent;

(b) if the buyer paid a deposit of less than 10 per cent, it is forthwith to pay a further deposit equal to the balance of that 10 per cent."

(h) for the purpose of Standard Commercial Condition 9.5.1 the Developer shall have failed to complete in accordance with a notice to complete if the money due on completion is not received by 5.00pm on the day on which the notice expires.

## **19 Disputes**

19.1 (Save where expressly otherwise provided in this Agreement and subject to clauses 19.2 and 19.3 and 19.4,) where in this Agreement any dispute arising between GLAP and the Developer as to their respective rights, duties and obligations or as to any matter or thing in any way arising out of or in connection with the subject matter of this Agreement then such dispute or difference relating to any of the foregoing shall be referred to the determination of a single arbitrator to be agreed upon by the Parties or failing agreement to a person nominated on the request of either GLAP or the Developer by the President (or next senior officer then available) for the time being of the Law Society in manner provided by the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force

19.2 Any dispute arising between GLAP and the Developer over any calculation or valuation to be made under this Agreement shall be referred to an expert to be agreed upon by the Parties, or failing agreement, to an expert nominated by the President for the time being of the Royal Institution of Chartered Surveyors and the expert's determination of the calculation or valuation shall be conclusive and binding save in case of manifest error or omission

19.3 In so far as the provisions of this Agreement require the form and contents of any document to be entered into between the Parties to be settled and the settling or conditions of such form shall not be agreed then the same shall be settled by counsel of at least seven (7) years call and experienced in property matters willing to act and in default of agreement as to his appointment to be appointed by the President for the time being of the Law Society

19.4 Notwithstanding this Clause 19 the Parties may agree that any disputes shall be referred to adjudication governed by and conducted in accordance with the Adjudication Rules of the Technology and Construction Solicitors Association and the agreement of the adjudicator shall be binding on the Parties until the dispute or difference is finally determined by an English court or a judge of an English court

19.5 Any costs payable by reason of the provisions of this Clause 19 shall be borne initially in equal proportions by GLAP and the Developer and thereafter as may be adjusted by the award or awards pursuant to the provisions thereof

## **20 Entire agreement and inspection**

The Developer confirms that:

- (a) this Agreement constitutes the entire agreement relating to the subject matter of this Agreement and supersedes all prior negotiations documents agreements statements and understandings and GLAP confirms the same;
- (b) it has not entered into this Agreement in reliance (wholly or in part) upon any Representation (whether written oral or implied) not expressly set out herein made by GLAP or any of its agents prior hereto (other than the Enquiry Replies); and
- (c) it has been provided with all information necessary to assess the state and condition of the Land and that it has had full opportunity to enter the Land to conduct such surveys as the Developer wished and has entered into this Agreement upon the basis of the express provisions of this Agreement

## **21 Representations**

- 21.1 Save for GLAP's Solicitors in respect of any Enquiry Replies no agent adviser or other person acting for GLAP has at any time had the authority of GLAP to make any Representations whatsoever
- 21.2 If any Representation is made:
  - (a) and the fact that it was inaccurate either was known to the Developer before today or might reasonably be expected to have been discoverable as a result of enquiries a prudent buyer would have raised before agreeing to buy the Land then the Developer shall be deemed not to have been in any way influenced induced or persuaded to enter into this Agreement by such Representation
  - (b) GLAP shall have no liability to the Developer in respect of the same unless the Developer notifies GLAP of any inaccuracy breach or claim within six months of the date of completion of the Lease; and
  - (c) GLAP's maximum liability in respect of any such inaccuracy breach or claim shall be limited to the amount of the Price

## **22 Notices**

For the avoidance of doubt the provisions of Standard Commercial Condition 1.3 as amended by this Agreement shall apply:

- (a) no notice served on GLAP's Solicitors or the Developer's Solicitors shall be valid unless it quotes the reference for the recipient solicitor as set out in Clause 1 of this Agreement or such other reference as may have been notified in writing in accordance with the provisions of this Clause 22
- (b) any notice or document sent by fax to GLAP's Solicitors shall only be validly given or delivered if transmitted to 020 7246 7777 or to such other number as may be expressly notified in writing for the purposes of this Clause 22
- (c) any notice or document to be given or served upon GLAP must either be sent or delivered to GLAP's Solicitors in accordance with the provisions of this Agreement or any notice or document to be given or served upon GLAP must either be sent or delivered (in accordance with the provisions of this Agreement) to GLAP at Windsor House 42-50 Victoria Street London SW1H 0TL and marked for the attention of the Head of Legal, Transport for London or such other address (or reference) as GLAP may notify in writing to the Developer for such purpose.

(d) any notice or document to be given or served upon the Developer must either by sent or delivered to the Developer's Solicitors in accordance with the provisions of this Agreement or sent or delivered (in accordance with the provisions of this Agreement) to the Developer at Central House, 32-66 High Street, Stratford, London E15 2PF, marked for the attention of the Managing Director or to such other address (or reference) as the Developer may notify in writing to GLAP for such purpose and at the same time a copy must be sent or delivered to the Developer's Solicitors (in accordance with the provisions of this Agreement) and to the Developer at the registered office of the Developer, marked for the attention of Russell Deards

## **23 No assignment or merger**

- 23.1 The Developer shall not be permitted to assign mortgage charge or otherwise part with the benefit of this Agreement save to any party providing funding for the Development nor make any disposition of the Land and GLAP shall not be required to grant the Lease to any person or body other than the Developer
- 23.2 This Agreement shall remain in full force and effect after completion in respect of any matters agreements or conditions which have not been done observed or performed before completion
- 23.3 All representations or warranties indemnities undertakings and obligations of the Parties shall (except for any obligations fully performed on completion) continue in full force and effect notwithstanding completion
- 23.4 GLAP shall not assign the benefit of this Agreement or novate the Agreement without contemporaneously assigning or novating (as applicable) the Guarantee and Overage Agreement to the same assignee or novatee or (except in the case of a Government department, agency or non-departmental public body responsible for the Property or as part of a statutory transfer of its functions when no consent shall be required providing this Agreement, the Guarantee and the Overage Agreement are novated or assigned to the same Government department, agency or non-departmental public body responsible for the Property) without the Developer's prior written consent (not to be unreasonably withheld or delayed) and GLAP must give written notice of any such assignment or novation to the Developer and such assignee or novatee shall be stopped from disputing any enforceable agreements reached between the parties in relation to this Agreement prior to such assignment or novation

## **24 General**

- 24.1 The rights of each party under this Agreement:
  - (a) may be exercised as often as necessary;
  - (b) are cumulative and not exclusive of its rights under the general law; and
  - (c) may be waived only in writing and specifically delay in exercising or non-exercise of any such right is not a waiver of that right
- 24.2 All payments (including interest) to be made by the Developer under this Agreement shall be made without any withholding deduction set-off or counterclaim
- 24.3 This Agreement may only be varied or modified by a supplemental agreement which is made in writing by the parties or their solicitors and in such a form that complies with the requirements of the Law of Property (Miscellaneous Provisions) Act 1989

24.4 This Agreement is governed by and shall be construed in accordance with English law and subject to the exclusive jurisdiction of the English courts

24.5 If any provision of this Agreement is or becomes illegal invalid or unenforceable in any jurisdiction that shall not affect:

- (a) the legality validity or enforceability in that jurisdiction of any other provision of this Agreement; or
- (b) the legality validity or enforceability in any other jurisdiction of that or any other provision of this Agreement

24.6 On any termination of this Agreement the Developer will at its own expense remove any Land Registry or Land Charges Registry entry made against the Land in respect of this Agreement and shall return all title documentation or other documentation sent to it or its advisers

24.7 The Developer is permitted to enter into any contracts with Purchasers (as defined in the Lease) in relation to the grant of Residential Leases, Non-Residential Unit Leases and any Affordable Housing Disposals (as defined in the Lease) to Purchasers of any part or parts of the Land Provided that the Residential Leases are substantially in the Management Company (as defined in the Lease) standard form as approved by GLAP prior to the date of this Agreement

24.8 GLA will use reasonable endeavours but at the cost of the Developer providing costs are reasonably and properly incurred to obtain a letter of reliance from White Young Green in relation to a Ground Conditions Assessment dated 2007 in favour of the Developer in a form acceptable to the Developer (acting reasonably)

## **25 Contracts (Rights of Third Parties) Act 1999**

The Parties do not intend that any term of this Agreement shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Agreement

## **26 Terminating Events**

26.1 In this Clause Terminating Event means any of the following:

- (a) in relation to an individual:
  - (i) the making of an application for the appointment of an interim receiver in respect of the individual's property under section 286 of the Insolvency Act 1986;
  - (ii) the making of a bankruptcy order in respect of the individual;
  - (iii) the making of an application for an interim order under section 253 of the Insolvency Act 1986 in respect of the individual;
  - (iv) the appointment of any person by the court to prepare a report under section 273 of the Insolvency Act 1986 in respect of the individual;
- (b) in relation to a company:
  - (i) the appointment of an administrator in respect of the company;
  - (ii) the appointment of an administrative receiver in respect of the company;

- (iii) the making of an order or the passing of a resolution to wind up the company;
- (iv) the appointment of a provisional liquidator in respect of the company;
- (v) the making of a proposal under section 1 of the Insolvency Act 1986 for a voluntary arrangement in respect of the company; and

(c) in relation to any person (whether an individual or a company):

- (i) the appointment of a receiver (including an administrative receiver) in respect of any of the person's assets;
- (ii) the person entering into an arrangement for the benefit of creditors;
- (iii) any distress or execution being levied on any of the person's assets;
- (iv) the person ceasing for any reason to be or remain liable to perform its obligations contained in this Agreement

26.2 If there occurs in relation to the Developer (or where the Developer comprises two or more persons there occurs in relation to any of such persons) a Terminating Event then GLAP may at any time thereafter serve notice on the Developer determining this Agreement but without prejudice to any rights or remedies of any party in respect of any antecedent breach of any of the obligations contained in this Agreement

## 27 GLA and GLAP Powers

It is agreed between the parties hereto that nothing contained or implied in this Agreement shall prejudice or affect GLAP's or the Greater London Authority's rights powers and duties and the obligations of GLAP or the Greater London Authority under all public and private statutes orders and regulations or otherwise so that the same may be as fully and effectually exercised by GLAP or the Greater London Authority in relation to the Development and the Land as if this Agreement had not been entered into by GLAP.

## 28 Freedom of Information etc

28.1 The Developer acknowledges that GLAP is subject to legal duties which may require the release of Information under FOIA and/or EIR and that GLAP may be under an obligation to provide Information subject to a Request for Information. The parties acknowledge that such information may include matters relating to, arising out of or under this Agreement and any information provided by the Developer prior thereto

28.2 GLAP shall be responsible for determining in its absolute discretion whether:

- (a) any Information is Exempted Information or remains Exempted Information; or
- (b) any Information is to be disclosed in response to a Request for Information

and in no event shall the Developer respond directly to a Request for Information to which GLAP is required to respond to, except to confirm receipt of the Request for Information and that the Request for Information has been passed to GLAP, unless otherwise expressly authorised to do so by GLAP

28.3 Subject to Clause 28.4 below, the Developer acknowledges that GLAP may be obliged under FOIA or EIR to disclose Information:

- (a) without consulting the Developer; or
- (b) following consultation with the Developer and having taken (or not taken, as the case may be) its views into account

28.4 Without in any way limiting Clauses 28.1 and 28.3, in the event that GLAP receives a Request for Information GLAP will, where appropriate, as soon as reasonably practicable notify the Developer

28.5 The Developer will assist and co-operate with GLAP as requested by GLAP to enable GLAP to comply with its disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its employees, agents and sub-contractors will) at their own cost:

- (a) transfer any Request for Information received by the Developer to GLAP as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
- (b) provide all such assistance as may be required from time to time by GLAP and supply such data or information as may be requested by GLAP;
- (c) provide GLAP with any data or information in its possession or power in the form that GLAP requires within five Working Days (or such other period as GLAP may specify) of GLAP requesting that Information;
- (d) ensure that all Information produced in the course of the Agreement or relating to the Agreement is retained for disclosure; and
- (e) permit GLAP to inspect all records retained in accordance with Clause 28.5(d) as requested from time to time

28.6 Nothing in this Agreement will prevent GLAP from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information

## **29 Discharge of payments of the Price by issue of Promissory Notes**

29.1 In this clause the following definitions shall apply:

**“Letter of Instruction”** means a letter from GLAP to a UK clearing bank requesting such bank to purchase a Promissory Note from GLAP substantially in the form annexed at Schedule 8 with GLAP approving (acting reasonably and without delay) any amendments to the form of letter as required by the nominated bank

**“Promissory Note(s)”** means a promissory note issued in the name of the Developer substantially in the form annexed at Schedule 8 with GLAP approving (acting reasonably and without delay) any amendments to the form of promissory note as required by the nominated bank

**“Relevant Date”** means the Completion Date or the relevant instalment payment date as set out in clause 14.2

**“Relevant Sum”** means part of the Price due on the Completion Date or on the relevant instalment payment date as set out in clause 14.2

29.2 Upon written notice to GLAP given not less than 10 Working Days before the Relevant Date the Developer may at its discretion pay the Relevant Sum due on the Relevant Date by:

29.2.1 issuing Promissory Notes to GLAP for the Relevant Sum; and

29.2.2 arranging for the Promissory Note to be purchased from GLAP by a UK clearing bank (with all such bank's fees and costs payable in connection with the Promissory Notes being borne by the Developer) in accordance with the Letter of Instruction, with such purchase resulting in the Relevant Sum being received by GLAP's Solicitors in cleared funds in full and without any deduction or set-off or requirement to hold the monies to any party's order on or before the Relevant Date and the time specified in Clause 14.6 (time being of the essence)

29.3 At the cost of the Developer GLAP shall provide such assistance in connection with the arrangements referred to in clause 29.2 as the Developer shall reasonably request including, without limitation, within five Working Days of request procuring that GLAP signs the Letter of Instruction and/or endorses the Promissory Note in such manner as the Developer shall reasonably request, and/or requiring GLAP's Solicitors to hold any sum received by way of the sale of a Promissory Note to the Developer's order pending completion

29.4 For the avoidance of doubt if the Developer does not:

29.4.1 issue a Promissory Note for a Relevant Sum; and/or

29.4.2 arrange for such Promissory Note to be purchased by a UK clearing bank from GLAP (with all such bank's fees and costs payable in connection with the Promissory Note and its purchase being borne by the Developer) in accordance with the Letter of Instruction, with such purchase resulting in the Relevant Sum being received by GLAP's Solicitors in cleared funds in full and without any deduction or set-off or requirement to hold the monies to any party's order on or before the Relevant Date and the time specified in Clause 14.6 (time being of the essence);

the Relevant Sum concerned shall remain due from the Developer to GLAP by way of a money transfer in accordance with the provisions of this Agreement and if completion does not take place on the Completion Date the Developer shall pay interest on the Relevant Sum on the basis as set out in Clause 14.7

29.5 For the further avoidance of doubt if the Developer:

29.5.1 issues a Promissory Note for a Relevant Sum; and

29.5.2 arranges for such Promissory Note to be purchased by a UK clearing bank from GLAP (with all such bank's fees and costs payable in connection with the Promissory Note and its purchase being borne by the Developer) in accordance with Letter of Instruction, with such purchase resulting in the Relevant Sum being received by GLAP's solicitors in cleared funds in full and without any deduction or set-off or requirement to hold the monies to any party's order on or before the Relevant Date;

the Developer will have paid and discharged such Relevant Sum

### **30 Value Added Tax**

- 30.1 Save as the context requires or as otherwise stated in this Agreement all references to payments made in this Agreement are references to such payments exclusive of Value Added Tax chargeable in respect of the supply of goods or services for which each such payment is or is deemed to be consideration and insofar as each such payment falls to be made under this Agreement such Value Added Tax shall be added to the amount thereof and against provision of a proper tax invoice therefor paid in addition thereto
- 30.2 Without prejudice to the generality of the proceeding sub-clause 30.1 where any supply of goods or services is made or deemed to be made pursuant to this Agreement the recipient of such supply shall against the provision of a proper tax invoice therefor pay to the supplier the amount of any Value Added Tax chargeable in respect thereof
- 30.3 Where under the terms of this Agreement any costs or expenses has been reimbursed refunded or taken into account in any computation the amount of that cost or expense shall be taken net of any Value Added Tax comprised therein to the extent that the person meeting such cost or expense could recover such Value Added Tax as input tax under the provisions of the Value Added Tax Act 1994
- 30.4 The Developer shall not be obliged to pay any Value Added Tax unless GLAP shall have first delivered to the Developer a valid Value Added Tax invoice together with a copy of the notification of the Option to Tax served upon HM Revenue & Customs by GLAP or its relevant associate and a copy of HM Revenue & Customs' acknowledgement of receipt of that notification together with (if required by HM Revenue & Customs) the written approval of HM Revenue & Customs of the making of the Option to Tax

### **31 No Partnership**

This Agreement does not create nor shall be deemed to create a partnership or a joint venture between the Parties and neither of the Parties are (and shall not at any time) hold itself out or permit or suffer themselves to be held out as the agent of the other Party for any purpose and under no circumstances shall a Party have the authority to bind the other Party or hold itself out to the public as having such authority

### **32 Unilateral Notice**

GLAP agrees not to object to any unilateral notice registered by or on behalf of the Developer of this Agreement

### **33 Good Faith**

GLAP and the Developer shall act at all times in good faith in relation to each other and in relation to this Agreement

**AS WITNESS** the hands of the parties or their duly authorised representatives the day and year first above written

**SCHEDULE 1 – NOT USED**

## SCHEDULE 2 – LETTER FROM THE LOCAL CONSTABULARY

### TO BE TYPED ON THE HEADED NOTEBOOK OF THE RELEVANT LOCAL CONSTABULARY

To:

[Set out name of Developer]

[Date]

Dear Sirs

[Name and address of Development]

We refer to the above proposed Development. You have provided to us, for the purposes of Secured by Design accreditation, a copy of relevant [drawings] [specifications] in relation to the proposed Development as approved by the local planning authority. We confirm that the design and specification of the dwellings comprising the Development comply with Secured by Design standards and will accordingly be capable of Secured by Design accreditation once the Development is completed in accordance with such design and specification.

In addition, you have provided us, for the purposes of the Safer Car Parking Scheme accreditation a copy of the relevant [drawings] [specifications] in relation to the non-residential units comprising part of the proposed Development as approved by the local planning authority. We confirm that the design and specification of the car parking areas of the non-residential units comply with Safer Parking Scheme standards and will accordingly be capable of Safer Parking Scheme accreditation once the Development is completed in accordance with such design and specification

Yours faithfully,

[Chief Inspector]

### **SCHEDULE 3 - ENCUMBRANCES**

Any matters contained or referred to in the Land Registry entries for title numbers LN23450, LN23502 and TGL237047

THE deed of Grant dated 31 March 2009 made between Network Rail and HCA

## SCHEDULE 4 – DEVELOPMENT STRATEGIES

**Community Engagement Strategy** meaning the Developer's pre-Development written strategy for occupier consultation and local community engagement

**Long Term Stewardship Strategy** means the Developer's written strategy for Stewardship, Public Realm, Social Infrastructure, Management of Public Realm and Community Facilities and Governance as these terms are more particularly defined in Schedule 5

## SCHEDULE 5 – LONG TERM STEWARDSHIP – DEFINITION

### **Stewardship**

Stewardship is the umbrella term for the way in which the Development and its facilities, services and provisions are cared for in the long term interest of current and future generations. The strategy should provide for the management and maintenance of the communal facilities, services and provisions in such a way as to enable the Development to have a long term viable future.

### **Public Realm**

The public realm is the supply of and access to physical public space.

### **Social Infrastructure**

Social infrastructure includes the built community facilities pursuant to the Existing Planning Permission and how they are to be used by the local community.

### **Management of Public Realm and Community Facilities**

This provides for the specifications of tasks required for care of the Development and its facilities, services and provisions, both in terms of raising and collecting the service charge funds from the occupiers of the Development and allocating the funds to the maintenance of the Development including maintaining public realm. The costs incurred in management of public realm and community facilities shall be raised solely via the collection of service charge funds from the occupiers of the Development.

### **Governance**

Governance is the decision making mechanism, by which the Development and its assets, facilities, services and provisions are cared for the long term interest of residents. This will require the establishment of participatory governance structures such as a community board. The costs incurred in governance shall be raised solely via the collection of service charge funds from the occupiers of the Development.

## SCHEDULE 6 – OVERAGE AGREEMENT

**Overage Agreement** in respect of land at the former Catford Stadium Site, Catford, London

**Dated**

**BDW Trading Limited**  
(Developer)

**GLA Land and Property Limited**  
(GLAP)

# **Overage Agreement**

**Dated**

**Between**

- (1) **BDW TRADING LIMITED** (registered in England with number 03018173) whose registered office is at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire LE67 1UF (**Developer**); and
- (2) **GLA Land and Property Limited** (registered in England with number 07911046) whose registered office is at Windsor House 42-50 Victoria Street London SW1H 0TL (**GLAP**)

## **1. DEFINITIONS**

In this Deed the following definitions apply:

**Actual Net Open Market Residential Sales Revenue** means the aggregate sales proceeds received by the Developer from the buyers or lessees of the Flats excluding any ground rent or Service Income and after deduction of the Incentives and Extras

**Affordable Flat** as defined in the Building Lease

**Base Open Market Residential Sales Revenue** means the figure resulting from the following formula:

A x B

where A = the Net Sales Area of the Flats implemented or to be implemented on the Property

where B = £423.39 (per square foot)

**Building Lease** means a building lease dated made between GLAP (1) and the Developer (2)

**Calculation Date** means the date six months after practical completion of the Development

**Completed Flats** means those Flats where completion of the Disposal has taken place

**Construction Cost Adjustment** means the figure resulting from the following formula:

C x D x E

where C = £217.42 (per square foot)

where D = the total net internal area of the whole of the Development measured in square feet in accordance with the Measurement Code

where E = the increase of Building Cost Information Service (BCIS) "Building Housing Cost Index" published by the Royal Institution of Chartered Surveyors

calculated from the index figure published immediately preceding the date of this Agreement to the quarterly index figure published immediately preceding the Calculation Date (expressed as a percentage)

**Contracted Flats** means those Flats where exchange of contracts for Disposal has taken place by the Calculation Date but completion has not taken place

**Connected Person** means in relation to a person, any other person:

- (a) who is a connected person (as defined in Section 839 of the Income and Corporation Taxes Act 1988) to the first mentioned person; and
- (b) with whom the first mentioned person is acting in concert (as defined in the City Code on Takeovers and Mergers);

and includes without limitation in relation to any undertaking, any group undertaking of such undertaking (as such term is defined in Section 259 of the Companies Act 1985)

**Development** as defined in the Building Lease

**Disposal** means the bona fide first sale of any Flat to a third party of a long leasehold interest at a peppercorn rent or ground rent ("Dispose" and "Disposed of" shall be construed accordingly)

**Extras** means any item or items reasonably and properly provided by the Developer to any purchaser of a Flat taking into account the location of the Property and marketing conditions which the Developer would acting reasonably not usually provide to a purchaser of a Flat of similar price and quality to the relevant Flat (including but not limited to) curtains, carpets, fitted white goods, washing machines, washer dryers, dishwashers, tumble dryers granite worktops wardrobes, fridge/freezers, marble worktops, brass/chrome electric light/socket/switches fittings over white plastic, show home furniture and light fittings, furniture packages, turf to rear gardens, extra patio slabs, fire places and/or fires (gas or electric) either provided by the Developer at its cost but free of charge to a purchaser or paid for by a purchaser as part of a Disposal over and above the Standard Specification

**Flat** as defined in the Building Lease but not including an Affordable Flat ("Flat" and "Flats" shall be construed accordingly)

**Incentives** means any incentives deductions extras discounts allowances reasonably provided or allowed by the Developer to any prospective purchaser or lessee of any Flat having regard to current market practice and conditions and the location of the Property including (but not limited to) payment by the Developer of the following:

- (a) purchaser's Stamp Duty Land Tax;
- (b) a deposit which would otherwise be payable by the purchaser;
- (c) any other reasonable incentives the Developer may use in the marketing of the Flats

**GLAP Overage** means fifty per cent (50%) of any Sales Overage calculated in accordance with clause 3

**Interest Rate** means 4% per annum over the base rate from time to time of Barclays Bank plc

**Measurement Code** means the Code of Measurement Practice (Sixth edition RICS/ISVA 2007)

**Net Sales Area** means the net sales area of the Flats measured in square feet in accordance with the Measurement Code but excluding any communal basements, mezzanines, galleries or hallways

**Open Market Value** means the value at the Disposal date at which the Flat being disposed of might reasonably be expected to be sold at arms length in the open market in good faith with vacant possession between a willing seller and a willing buyer the Developer to produce such evidence of such value as GLAP may reasonably require (and where GLAP is not satisfied with such evidence or there is any disagreement as to such value the same shall be determined pursuant to clause 6)

**Property** means all that land situate at the former Catford Stadium site comprising within title numbers LN23450, LN23502 and TGL237047

**Purchaser** has the meaning ascribed to it in the Building Lease

**Sales Overage** means the amount by which the Actual Net Open Market Residential Sales Revenue less the Construction Cost Adjustment exceeds the Base Open Market Residential Sales Revenue as illustrated by the worked example annexed at **Appendix 1** of this Agreement

**Selected Firms** means the firms agreed under Clause 3.2 or appointed under Clause 3.3

**Service Income** means all yearly sums (other than rents, profits, licence fees, money paid under any policy of insurance against loss of rent or other like income) receivable by the Developer or its nominee in connection with the provision (in accordance with the principles of good estate management) to the occupants of the Property of insurances, repairs, rights, services or facilities in respect of the Property or arising exclusively from or wholly connected with the management of the Property

**Standard Specification** means the specification annexed at Schedule 1.

**Unsold Flats** means those Flats in respect of which neither contracts for Disposal have been exchanged nor completion of the Disposal has taken place

**Working Day** means any day except Saturday Sunday or any public holiday in England

## 2. INTERPRETATION

References to the completion of a lease or other disposal mean the execution, dating and delivery of the necessary documents, not their subsequent registration.

## 3. OVERAGE CALCULATION

3.1 On or before the Calculation Date the Developer and GLAP shall seek to agree the Sales Overage and where there are Unsold Flats the Developer and GLAP shall seek to agree the Open Market Value of the Unsold Flats as at the Calculation Date and the calculation of the Sales Overage will incorporate the value of the Unsold Flats

3.2 If the Developer and GLAP shall fail to agree the Open Market Value of the Unsold Flats as at the Calculation Date, the Developer and GLAP shall seek to

agree the identity of three firms of residential selling agents for any Unsold Flats which are Flats practising in the area of the Property and actively involved in selling new residential units in the area of the Property

- 3.3 If the Developer and GLAP shall fail to agree the identity of such three firms then such firms shall be selected by the President of the Royal Institution of Chartered Surveyors (or his deputy) on the application of either the Developer or GLAP at any time after the Calculation Date
- 3.4 Each of the Selected Firms shall be required to enter into a duty of care with each of the Developer and GLAP in such form as either may reasonably require and shall be instructed within twenty one days of their appointment to certify to each of the Developer and GLAP the Open Market Value of each of the Unsold Flats
- 3.5 The costs of the Selected Firms in giving their certificates and the costs (if any) of their appointment shall be paid by the Developer
- 3.6 On receipt of the certificates from the Selected Firms a sum equal to 95% of the average of the aggregate of the Open Market Value of the Unsold Flats according to such certificates shall be calculated

#### **4. PAYMENT COVENANTS**

- 4.1 Any Sales Overage shall be shared equally between the Developer and GLAP and the Developer shall pay to GLAP the GLAP Overage within 10 Working Days of agreement being reached pursuant to paragraph 3.1 and 3.6 or receipt of determination pursuant to clause 6
- 4.2 Interest shall be payable at the Interest Rate on all money due under this Deed from the date when such money becomes due until payment

#### **5. DEVELOPER'S FURTHER OBLIGATIONS**

- 5.1 The Developer shall not dispose of a Flat to a Connected Person of the Developer
- 5.2 The Developer shall:
  - 5.2.1 deal on an arm's length basis with the Purchaser of any Flat;
  - 5.2.2 properly expose the Flats to the market and to use reasonable endeavours to effect disposals of the same (subject to other requirements of this Clause 5);
  - 5.2.3 use reasonable endeavours to sell the Flats at Open Market Value subject to conditions prevailing in the local market at the time of sale
- 5.3 The Developer shall at all times act with the utmost good faith in connection with the terms and provisions and payments referred to in this Clause 5
- 5.4 The Developer shall maintain an account of Disposals, consideration received or receivable for Disposals, Incentives and Extras

5.5 The Developer shall supply upon written request from GLAP a copy of the account referred to in clause 5.4 to GLAP

## 6. DISPUTES

- 6.1 If any calculation or valuation failing to be ascertained under this Deed has not been agreed between the Developer and GLAP within 10 Working Days from service of written notice by one party on the other requesting agreement of such matter either the Developer or GLAP may refer the matter to the decision of an expert valuer to be agreed between the Developer or GLAP within seven days of service of written notice by one party on the other nominating a valuer or failing such agreement appointed on the application of either the Developer or GLAP by the President of the Royal Institution of Chartered Surveyors ('the Expert') and such valuer shall ascertain the relevant matter on the assumption (if not a fact) that the Developer has discharged all its obligations under this Deed and the Building Lease as to construction and repair of the Property or otherwise
- 6.2 Any dispute as to whether any disposition was at arm's length and any other dispute shall be determined in like manner to the ascertainment of any matter under Clause 6.1
- 6.3 In resolving any of these disputes the Expert shall act as an expert and not as an arbitrator and his decision shall be final and binding on the parties (except only in the case of manifest error or omission)
- 6.4 If no direction is given by the Expert the parties shall each pay one half of the fees incurred by the Expert

## 7. RELEASE

- 7.1 The restriction entered against the Property in accordance with the Building Lease shall be cancelled as soon as all payments have been made pursuant to clause 4 of this covenant (if any)
- 7.2 Subject to clause 7.1 GLAP shall submit the requisite release to the Land Registry within 2 Working Days of request from the Developer
- 7.3 In the event that GLAP does not provide the release in accordance with clause 7.2 then GLAP hereby irrevocably appoints the Developer to be the attorney of GLAP, with full power to appoint substitutes and to sub-delegate, for the purposes executing a form RX3 to enable the cancellation of the restriction

## 8. VAT

- 8.1 All money payable under this Deed is paid exclusive of Value Added Tax insofar as it is properly payable
- 8.2 In the event of Value Added Tax being chargeable on such money the Developer will on demand and upon production of a valid and proper Value Added Tax invoice pay it to GLAP at the appropriate rate

## 9. THIRD PARTIES

It is agreed and declared that no person who is not a party to this Deed shall be entitled in his own right to enforce any term of this Deed pursuant to the Contracts (Rights of Third Parties) Act 1999

## **10. COMMENCEMENT**

For the avoidance of doubt the provisions of this document (other than those contained in this clause) shall not have any effect until this document has been dated

**Executed** by the parties as a Deed

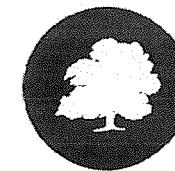
# **Schedule 1**

## **Specification**

## Catford Stadium

*For internal apartment finishes*

### **Silver Specification**



**BARRATT**  
DEVELOPMENTS PLC

## Catford Stadium

### *For internal apartment finishes*

**416 Private Unit**

## Silver Specificaiton

**APPROVED**

Gerald Thomas

Steve Thompson

Stephen Cunningham

Joanne Flaherty

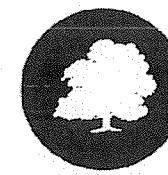
Sales  
Technical  
Commercial  
Buying

## REVISION

## REVISIONS / AMMENDMENTS

**Date**

**DATE**



# BARRATT DEVELOPMENTS PLC

**BARRATT HOMES LONDON**  
**INTERNAL SPECIFICATION - CATFORD STADIUM**

**416 Private Units**

ITEM	#	Technical Specification - Sales Description Ref:- SILVER	B	S	G
<b>[A] - ENTRANCE HALL (to Architects design in conjunction with Sales and Technical)</b>					
FLOOR FINISHES	A1				
	1.1.1	CARPET - Abingdon			
	1.1.2	AMTICO - Spacia Range (plank size 4" x 36")			
WALLS	A2				
Main Walls	2.1	DULUX - Matt emulsion, painted plasterboard		*	
Skirtings	2.2.1	Skirtings 7x7 splayed			
	2.2.2	MDF Pattern 53 Shadow Grooved		*	
CEILINGS	A3				
Perimeter MF System	3.1	As per Architects designs			
DOORSETS	A4				
Internal Doorsets	A4	Doorset comprising of 32mm MDF Lining with 12x25mm stops with the following doors :-		*	
	A4.1	Vicaima D1000 Foil Oak Door			
	A4.2	Vicaima D1000 White twice grooved Foil Door		*	
Ironmongery	4.3.1	Ian Firth - Chrome finish with Rose Lever on Rose Door Furniture.		*	
	4.3.2	Ian Firth - Brushed /Mix finish with Neptune Lever on Ruby Door Furniture.			
M&E	A5	Refer to M&E			
<b>[B] - LIVING/DINER</b>					
FLOOR FINISHES					
WALLS	B1	As (A1)			
CEILINGS	B2	As (A2)			
DOORSETS	B3	As (A4)			
M&E	A5	Refer to M&E			
<b>[C] - KITCHEN</b>					
DOORSETS	C1	As (A4)			
FLOOR FINISHES	C1	As (A1)			
	1.1.2	As (A 1.1.2)			
WALLS	C2				
Main Walls	2.1	As (A3)			
Skirtings	2.2.1	As (A2)			
	2.2.2	As (A2)		*	
DOORSETS	C3	As (4.2)			
CEILINGS	C4				
Perimeter MF System	4.1	As per Architects designs			
KITCHEN UNITS	C5				
Base Units	5.1.1	Symphony Price Band up to C / Nobilia			
	5.1.2	BK Express / Symphony Standard / Nobilia		*	
	5.1.3	Nolte / Nobilia / Symphony Price Band D above (Galleria Carcas)			
BRASSWARE	C6				
Sink inc. waste kit	6.1.1	Caron Pheonix Precision Plus 150XC Sink			
	6.1.2	Caron Pheonix Contessa 150 Sink		*	
	6.1.3	Caron Pheonix Zeta 150U Undermount Sink			
Mixer Tap	6.2.1	Caron Pheonix Pura Tap		*	
	6.2.2	Grohe Minta Tap			
INTEGRATED APPLIANCES	C7				
Single Fan Oven	7.1.1	ZANUSSI - ZOB343X			
	7.1.2	ELECTROLUX - E0B3400A0x		*	
	7.1.3	AEG - BE3003021M			
Ceramic Hob	7.2.1	ZANUSSI - ZVM64N			
	7.2.2	ELECTROLUX - EHF614ISK		*	
Induction Hob	7.2.3	AEG - HK654200FB			
Integrated Hood	7.3.1	ELECTROLUX - EF160021S		*	
Island Cooking Hood	7.3.2	AEG X59143MD0			
Fridge/freezer	7.4.1	ZANUSSI - ZBB8294			
	7.4.2	ELECTROLUX - ENN2901AOW		*	
450mm Dishwasher	7.5.1	ZANUSSI - ZSV12001FA			
	7.5.2	ELECTROLUX - ESL6210L0		*	
Integrated Microwave	7.6.1	ZANUSSI - ZBM26542XA			
	7.6.2	ELECTROLUX - EMS172560X		*	
	7.6.3	AEG - MCC2664EM			
Freestand Washer Dryer	7.7.1	ZANUSSI - ZKG7165 - B Rated		*	
Reduced Depth Appliance	7.7.2	HOTPOINT- WDL520P		*	
Integrated Washer Dryer	7.8.1	ZANUSSI - ZWT71201WA			
	7.8.2	ELECTROLUX - EWX147410W		*	
M&E	A5	Refer to M&E			
<b>[D] - HALL CUPBOARD</b>					
DOORSETS	D1	For typical specification - refer to (A1.3)			
FINISHES	D2	For typical specification - refer to (A2.1) (A2.2) (A2.4)			
M&E	D3	Refer to M&E specification			
<b>[E] - BEDROOM</b>					
DOORSETS	E1	For typical specification - refer to (A1.5)			
FINISHES	E2	For typical specification - refer to (A2.1) (A2.3) (A2.4) (A2.5)			
Floor finishes	2.1	Carpet to Bedroom			
M&E	E3	Refer to M&E specification			
FITTED FURNITURE	E4				
Fitted Wardrobes	4.1	BDW - Wardrobes			

[F] - FAMILY BATHROOM/ ENSUITE				
DOORSETS	F1			
Typical specification	-	As (A1.4)		
FINISHES	F2			
Typical specification	-	As (A2.1) (A2.3) (A2.4)		
Wall Tiling	2.1.1	Johnsons City Range 400x300mm 1a Silver		*
	2.1.2	Johnsons 600x300mm Street Fighter Tiles		
Level Access Shower	2.1.3	Johnsons Archgres Range 600x300mm Light Beige Natural TTA01N		
Floor Tiling	2.2.1	Johnsons City Range 450x450mm 1a Silver		*
	2.2.2	Johnsons 600x600mm Streetfigther Tiles		
Level Access Shower	2.2.3	Johnsons Archgres Range 600x300mm Black Structured Finish TTA07T to Tray Area - 600x300mm Black Natural TTA04N to remainder.		
M&E	F3	Refer to M&E specification		
SANITARYWARE	F4			
		If Worktop depth is less than 300mm please use Roca Range if above please use Ideal Standard / Twyfords		
WC	4.1.1	Refresh Back To Wall Pan		*
	4.1.2	Roca GAP Back to Wall Pan		*
	4.1.1	Ideal Standard E7850 Concept Wall Hung Pan		
	4.1.2	ROCA - The Gap range Wall Hung Pan		
Cistern	4.2.1	GROHE - Solo flushing concealed cistern (2.6ltr)		*
	4.2.2	GROHE - Rapid SL (With Frame and push Button)		
Flushplate	4.3	GROHE - Skate cosmopolitan Wall Plate		
Wash Basin	4.4.1	Refresh Semi-recessed RE4661 1TH 550mm Basin		*
	4.4.2	ROCA - Semi-recessed 560mm Basin - 1 tap hole		*
	4.4.3	Ideal Standard E3102 Concept White 1TH 500mm Semi-Countertop Basin		
[FAMILY] Bath	4.5.1	KALDEWEI - Saniform eco plus 2 TH with Anti-Slip Covering		*
	4.5.2	KALDEWEI - Saniform Eco Plus Bath No Tap Hole with Hair Rinse Pre drilled		
[FAMILY] Bath Panel	4.6	ARMARII - White, 2 piece bath panel		*
	4.6.1	ARMARII - Walnut 2 piece bath panel		
[FAMILY] Bath Screen	4.7	MANHATTEN - Radius Screen		*
	4.7.1	MANHATTEN - M8 M8CL2MSCR Hinged Bath Screen (HANDED)		
[ENSUITE] Shower Tray	4.8	MANHATTEN - Resin tray with M1 clear glass/silver enclosure		*
	4.8.1	Level Access Shower 1200x900mm Aquagrade Impey Former with Trap and Cover with Manhattan M8 Minimal 1200mm Hinged Shower Door		
BRASSWARE	F5			
Basin Mixer	5.1.1	GROHE - Eurosmart Cosmopolitan basin mixer tap		*
	5.1.2	GROHE - Eurocube Single Lever Basin Mixer Tap		
[FAMILY] Bath Filler	5.2.1	GROHE - Eurosmart Cosmopolitan bath mixer tap		*
	5.2.2	GROHE - Talento fill inlet pop up waste and overflow filler		
[FAMILY] Shower Ctrls	5.3.1	Aqualisa EBAR 100 Shower Valve with Riser Rail - (1 Bed Units only)		*
	5.3.2	GROHE - Grotherm 3000 Cosmpolitan Thermostat with 2 way Divertor (Rapido Valve) additional Divertor for Hairrinse required over bath		
[ENSUITE] Shower Ctrls	5.3.3	As (F 5.3.1)		*
	5.3.4	Grotherm 3000 Cosmpolitan Thermostat with 2 way divertor (Rapido Valve)		
Shower Head	5.4.1	Refer to Riser Rail supplier in 5.3.1		*
	5.4.2	GROHE - Rainshower Head with Ceiling mounting arm		
	5.4.3	GROHE - Cosmpolitan hand shower head with pull through lead (to be used with pre-drilled bath		
Towel Rail	5.4	DELONGHI - White finish towel rail		*
FITTED FURNITURE	F6	All formed with Dry Lining stud Wall		
Worktop/Upstand	6.1.1	ARMARII - Oak effect worktop with 150mm upstand below unit storage lighting and shaver socket - 1 No. Double Cupboard to main bathroom only		*
Vanity Unit	6.1.2	ARMARII - Walnut Double/Triple Cupboard (Width of Recess) full height upstand with integral lighting and Shaver Socket in both Bathroom and En-Suite		

[G] - M&E				
SWITCHES & SOCKETS	G1			
Switch Plates	1.1.1	DETA - White Slimline		*
(Refer to G1 for details)	1.1.2	DETA - Polycarbonate White		
HEATING	G2	DEVELOPMENT SPECIFIC	NA	NA
System	2.1.1	Radiators	*	
	2.1.2	POLYPIPE - Room Thermostat Panel		
Thermostat	2.2.1	Standard thermostat		
	2.2.2	POLYPIPE - Room Thermostat Panel		
VENTILATION	G3		NA	NA
Ventilation/Extract	3.1	VORTICE - LETO		
LIGHTING	G4			
Kitchen	4.1	Deta Downlighters, IP 20		*
Master Bath & Ensuite	4.2	Deta Downlighters, IP 65		*
Bedroom	4.3	DETA - PVC Pendant lamp		*
Hall	4.4	As (G 4.3)		*
Living/Diner	4.5	As (G 4.3)		*
DOOR ENTRY SYSTEM	G5		B	S
Audio/Visual	5.1	Comelit - Genius		*
	5.2	Comelit - Planux Lux		

**[H] - OPTIONAL ADDITIONS**

	H			Tick if Required
Comfort Cooling	1	To Living room and Bedroom 1 Only	£9500 per Plot (Including Dry Lining Costs)	
Siemens Appliances	2	<i>Prices below are only for appliance inc Vat @ 20%</i>		
Oven	2.1	HB43AB520B	£452 Per Plot	
Hob	2.2	ET651EE11E	£369 Per Plot	
Hood inc Filter	2.3	LE62031GB	£92 Per Plot	
Fridge Freezer	2.4	KI38VV20GB	£490 Per Plot	
450mm Dishwasher	2.5	SR65T080GB	£448 Per Plot	
Microwave Oven	2.6	HF25M5L2B wall unit model	£420 Per Plot	
Microwave Oven	2.6.1	HF35M562B tall unit model	£572 Per Plot	
Freestanding W/Dryer	2.7	WD14H420GB	£900 Per Plot	
Integrated W/Dryer	2.8	WWK14d320gb	£783 Per Plot	
Electrolux/AEG Appliances	3	<i>Prices below are only for appliance and installation inc Vat @ 20%</i>		
Induction Hob	3.1	Electrolux EHF6241FOK	£144 Per Plot	
Microwave Combi Grill	3.2	Electrolux EMS262540X	£84 Per Plot	
	3.3	AEG MCD2664EM	£84 Per Plot	
Coffee Machine	3.4	Electrolux EBC54503 ax	£1210 Per Plot	
	3.5	AEG - PE4512 - M	£1496 Per Plot	
Warming Drawer	3.6	Electrolux EED14700Ox	£363 Per Plot	
	3.7	AEG - KD91404E	£401 Per Plot	
Wine Cooler	4	Capel - 150mm / 300mm / 600mm	£350 Per Plot	
Underfloor Heating	5	As (G 2.1.2) & (G 2.2.2)	£1700 Per Plot	
Wardrobes	6	As (E 4.1)	£1600 per Bedroom	
Level Access Shower	7	As (F 4.8.2)	£ 530 Per area	
Vanity Storage En-Suite	8	As (F 6.1.2)	£ 265 Per En-Suite	
Fitted Carpets Bedrooms	9	As (A 1.1.1)	£ 1200 Per Unit (2 Bed Unit)	
Amico to Hall/Lounge	10	As (A 1.1.2)	£ 1700 Per Plot	
Wired for Audio/Media	14	Refer to BDW standard specification	£ 250 Per Plot	
Sanitaryware Uplift	15	As (F 4) Gold Specification	£ 700 - 1 Bathroom £ 1400 - Bathroom and En-Suite	
Upgraded Kitchen Doors	18	As (C 5.1.3) From Price Group 2 Average Per Plot		
		PG2 to PG3	£45	
		PG2 to PG4	£96	
		PG2 to PG5	£188	
30mm Silestone Worktop	19.1	As (C 5.1.2)	£ 1800 Per Plot	
Ensuite Basin Option	20	Ideal Standard 45cm Product code E786801		
Kitchen Water Filter Tap	21	Caron Phenix - Dante Filler Tap		
Kitchen Professional Tap	22	Caron Phenix - Dante Pro Professional Style Tap		

Executed as a deed by )  
And )  
acting as attorneys for and on behalf of )  
**BDW TRADING LIMITED** in the )  
presence of: )

*Witness signature.....*

Name.....

*Address.....*

Executed as a deed by  
GLA Land and Property Limited  
acting by a Director

in the presence of:

Signature of Witness : .....

Name of Witness :

Address : .....

## APPENDIX 1

## Catford Stadium Sales Overage - Contract Scheme

### Calculation of Sales Overage

## Defined Terms

Base Revenue: £423.39 per square foot (GLA Development Appraisal Tool)

Base Construction Costs: £217.42 per square foot (GLA Development Appraisal Tool)

Actual Revenue - Assumed at £492.19 per square foot

BCIS Index Date of the Agreement (May 2013) - 1307.96 - Estimated

Date of Practical Completion (Dec 2019) - 1,477.99 - Estimated

Net Internal Area of the whole Development: 361,444 square feet (GLA Development Appraisal Tool)

Net Internal Area of all the Private Residential Units: 228,498 square feet (GLA Development Appraisal Tool)

### Worked Example of Sales Overage

Assumed Actual Revenue	*	228,498	x	492.19	=	112,464,431
Less Base Revenue	*	228,498	x	423.39	=	- 96,743,768
Indexation		May-13	1,307.96	Estimated		
		Dec-19	1,477.99	Estimated		
		Increase	13.0%			
Less Build Cost Inflation	**	361,444	x	217.42	=	78,585,154 x 13.00% - 10,215,782
Total Sales Overage						5,504,881
GLA's Share				50%		2,752,440

\* Substituted by formally implemented area for private sale units

\*\* Substituted by formally implemented area for total scheme

**SCHEDULE 7 – GUARANTEE**

This Deed of Guarantee is made the \_\_\_\_\_ day of \_\_\_\_\_ 2013 between  
**BARRATT DEVELOPMENTS PLC** of Barratt House Cartwright Way Forest Business Park  
Bardon Hill Coalville Leicestershire LE67 1UF (hereinafter called the "**Guarantor**") of the one  
part

And **GLA LAND AND PROPERTY LIMITED** (Company No: 07911046) (the “**GLA**”) whose registered office is at Windsor House 42-50 Victoria Street London SW1H 0TL (hereinafter called the “**Beneficiary**” which expression shall include its successors and assigns) of the other part

**WHEREAS** the Beneficiary entered into

- (1) an Agreement for Lease on ("Agreement");
- (2) a Lease on ("Lease"); and
- (3) an Overage Covenant on ("Overage Covenant")

all with BDW Trading Limited of Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicestershire LE67 1UF (the "**Contractor**") in respect of its acquisition and development of the property known as the land situated at the former Catford Stadium site, Catford, London comprising within title numbers LN23450, LN23502 and TGL237047 (the "**Property**") for the sums mentioned in the Agreement

**WHEREAS** at the request of the Contractor the Guarantor has agreed to guarantee the due performance of the Agreement and Lease in the manner hereinafter appearing

**THE GUARANTOR HEREBY COVENANTS WITH THE BENEFICIARY AS FOLLOWS:**

1. The Guarantor in all respects guarantees in respect of any demand made by the Beneficiary to the Guarantor in writing on or before the date five (5) years after the date of this Guarantee (the "**Maturity Date**") the:
  - 1.1 due and proper performance of the payment obligations in clause 14.2 of the Agreement;
  - 1.2 due and proper performance of the Lease and the due observance and punctual performance of all the obligations, duties, undertakings, covenants and conditions by or on the part of the said Contractor contained therein and to be observed and

performed by them, which guarantee shall extend to include any variation or addition to the Lease; and

1.3 due and proper performance of the payment obligations in the Overage Covenant.

together comprising the "**Guaranteed Obligations**".

2. The Guarantor shall indemnify the Beneficiary in respect of all direct losses, damages, costs and expenses incurred by the Beneficiary as a result of any breach by the Developer of the Guaranteed Obligations.

3. The Guarantor shall have no liability under this Guarantee unless:

3.1 notice in writing (not by facsimile or email) of any default on the part of Contractor is first given by Beneficiary to the Contractor at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicestershire LE67 1UF requiring that such default is remedied by Contractor; and

3.2 the Contractor shall fail to remedy such alleged default within a period which is reasonable having regard to the works required to remedy such default and in the case of a failure to make a payment which has fallen due within ten (10) working days of service of the notice of default.

4. The Guarantor shall not be discharged or released from this Guarantee by the occurrence of any one or more of the following:

4.1 any alteration of the terms of the Agreement and/or Lease and/or Overage Covenant between the Beneficiary and the Contractor; or

4.2 any allowance of time, forbearance, indulgence or other concession granted to the Contractor under the Agreement or Lease or Overage Covenant or any other compromise or settlement of any dispute between the Beneficiary and the Contractor (but so that the Beneficiary shall not pursue against the Guarantor a remedy contrary to the terms of any such compromise or settlement insofar as the Contractor shall have complied with such terms).

5. This Guarantee is a continuing guarantee and accordingly shall remain in operation until the earlier of the Maturity Date or the date (to be confirmed by the Beneficiary in writing

and the Beneficiary shall act properly in this regard) on which all obligations, duties, undertakings, covenants, conditions and warranties now or hereafter to be carried out or performed by the Contractor under the Agreement and Lease and Overage Covenant in accordance with clause 1 of this Guarantee shall have been satisfied or performed in full and is in addition to and not in substitution for any other security which the Beneficiary may at any time hold for the performance of such obligations.

6. This Guarantee shall impose no greater liability upon the Guarantor than that imposed upon the Contractor under the Agreement and Lease and Overage Covenant and the maximum liability under this Guarantee shall not exceed the sum of SEVEN MILLION FIVE HUNDRED AND NINETY EIGHT THOUSAND AND FIFTY EIGHT POUNDS (£7,598,058.00).
7. The Beneficiary may not charge or assign the benefit of this Guarantee without the written consent of the Guarantor save to a Government department, agency or non-departmental public body (being a body substantially publically funded which performs statutory duties, objectives and other activities consistent with central or local government functions) responsible for the Property or as part of a statutory transfer of its functions.
8. The Guarantor may not assign its rights under this Guarantee without the written consent of the Beneficiary.

**THIS GUARANTEE** is executed **AS A DEED** and is delivered on the date stated at the beginning of this Guarantee.

Executed by **GLA** )  
**Land and Property Limited** )  
acting by a director in the )  
presence of:

.....  
Director

Witness:

Signature: .....

Name: .....

Address: .....

.....  
.....  
Occupation: .....

**EXECUTED as a DEED by** )

**BARRATT DEVELOPMENTS PLC** )

acting by

Director .....

Director/Secretary .....

**SCHEDULE 8 – LETTER OF INSTRUCTION AND PROMISSORY NOTE**

[On the letterhead of the Seller]

**[Banks reference and address]**

Dear Sirs

[ ]

Date [Insert date]

We request you to purchase the Paper(s) described below and pay the face value of the Paper(s) to our solicitor's bank account as detailed below:

Issuer of Paper:  
Paper Amount:  
Maturity Date:  
Avalised by:  
Bank Account for payment:

**BDW Trading Ltd**  
£[ ]  
[ ]  
**[Avalising Bank]**  
[Solicitor's Client Account]  
Client Account No.  
Sort Code:  
Ref:

We confirm that we are the sole legal and beneficial owner of each Paper specified above and that to the best of our knowledge and belief no such Paper is affected by any encumbrance, set-off or counterclaim, or equity or other preferential right in favour of a third party.

[Authorised signatory]

[Authorised signatory]

We, BDW Trading Ltd (a subsidiary of Barratt Developments Plc) request that you purchase the attached Paper(s) under the terms of the [ ] Facility Letter dated [ ] between [Bank] and Barratt Developments Plc the **Letter**. We:

1. attach the Paper(s), duly issued by us;
2. authorise you to debit our account with you, on the Purchase Date for each Paper with the Discount Charge; and
3. authorise you to debit our account with you, on the Maturity Date for each Paper with the full face value of that Paper.

By:

Authorised signatory  
BDW Trading Ltd

PROMISSORY NOTE

Note no: [ ]

Issued at: Bardon Office  
Leicestershire

Value: [Value in numbers]

Date: [Issuing date]

By this Promissory Note, We, BDW Trading Limited unconditionally promise to pay to the order of [Insert name of vendor ], (Company Number [Insert Company number] ) of [Insert Companies Registered address] , [Insert post code] or to their order

the sum of [Value in words]

on the [insert maturity date for value received without deduction for and free of any tax, impost, levy or duty present or future of any nature under the laws of England.

For and on behalf of  
BDW Trading Limited

### ..... Authorised Signatories

Domiciled for payment at

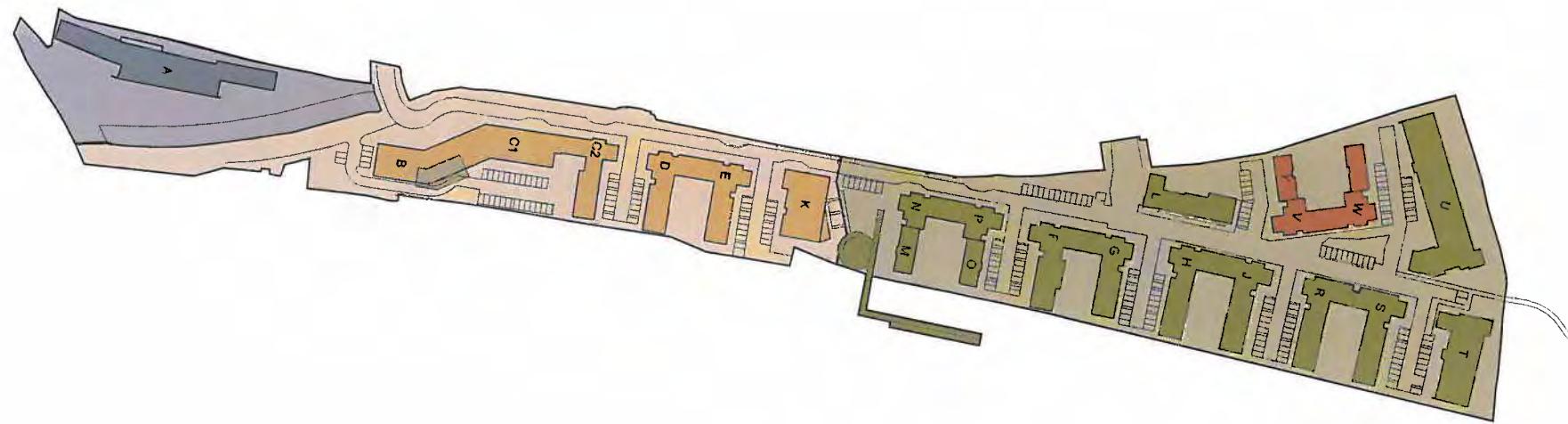
**Signed** for and on behalf of GLA Land  
and Property Limited

---

*Authorised signatory*

**Signed by**  
duly authorised for and  
on behalf of the Developer

## **Appendix 1 – Details for incorporation in the Optimised Planning Permission**



CATFORD STADIUM

Phasing Plan

- phase 1
- phase 2
- phase 2a
- Application with phase 1, construction phase 2

# Catford Greyhound Stadium

Adenmore Road, SE6

Contract Scheme

Units which will comply with requirement 4.1.1 of the London Housing Design Guide.  
To be read in conjunction with Summary Table of London Housing Design Guide Standards 'Catford Stadium Compliance Check\_v2\_112-04-2013'

April 2013

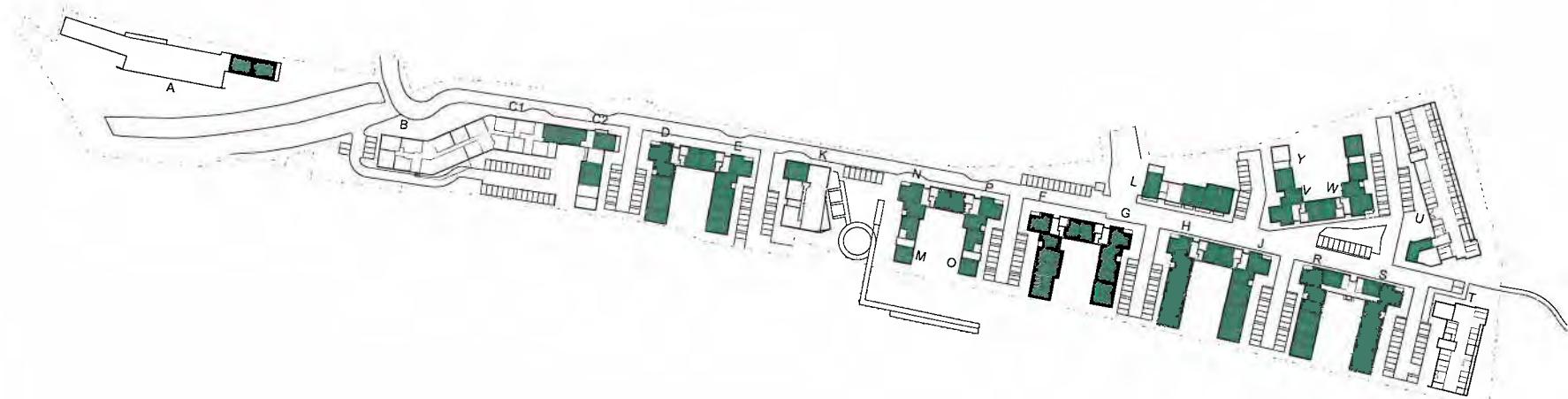


wutherford  
watson  
mann  
architects

Plan showing units which will comply with requirement 4.1.1 of the London Housing Design Guide.

To be read in conjunction Summary Table of London Housing Design Guide Standards

'Catford Stadium Compliance Check\_v2\_112-04-2013



CATFORD STADIUM

Ground Floor

 London Mayors space standards

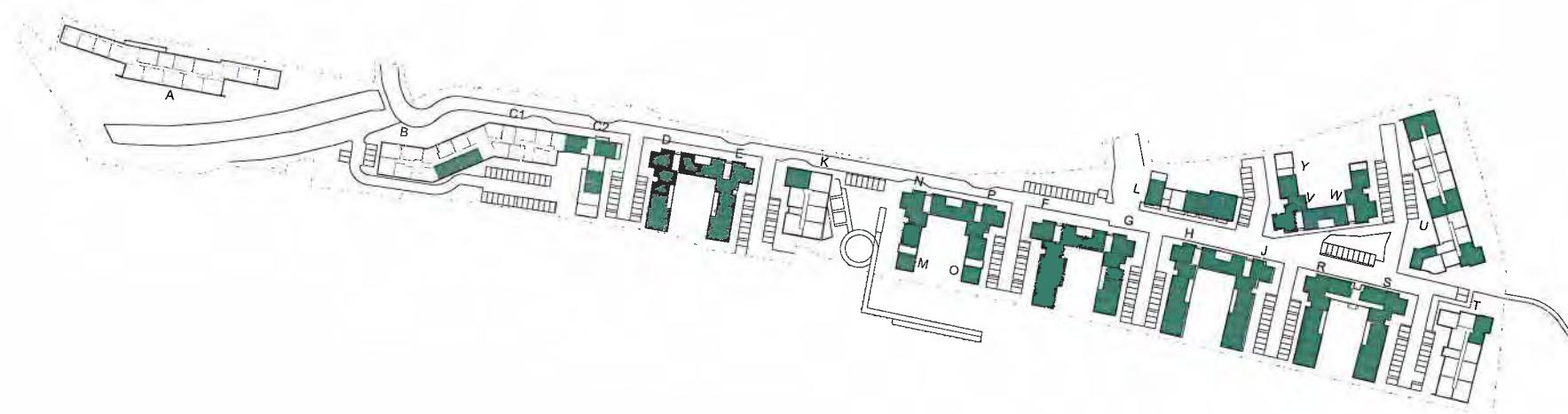
drawing no. CAT/ P / 001

Site wide plan

Plan showing units which will comply with requirement 4.1.1 of the London Housing Design Guide.

To be read in conjunction Summary Table of London Housing Design Guide Standards

'Catford Stadium Compliance Check\_v2\_112-04-2013



CATFORD STADIUM

First Floor

 London Mayors space standards

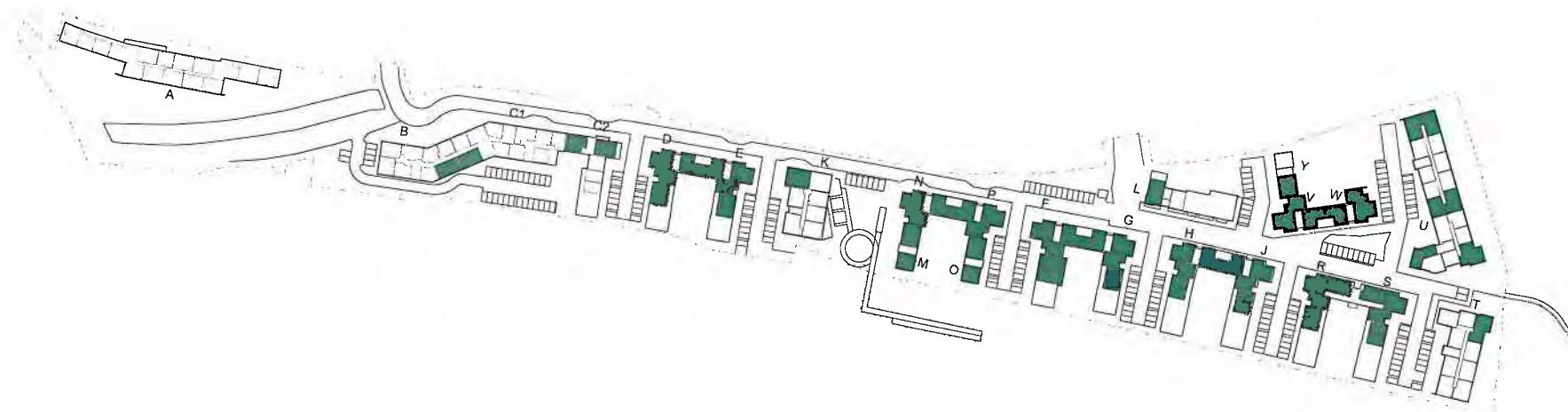
drawing no. CAT/ P / 002

Site wide plan

Plan showing units which will comply with requirement 4.1.1 of the London Housing Design Guide.

To be read in conjunction Summary Table of London Housing Design Guide Standards

'Catford Stadium Compliance Check\_v2\_112-04-2013



CATFORD STADIUM

Second Floor

 London Mayors space standards

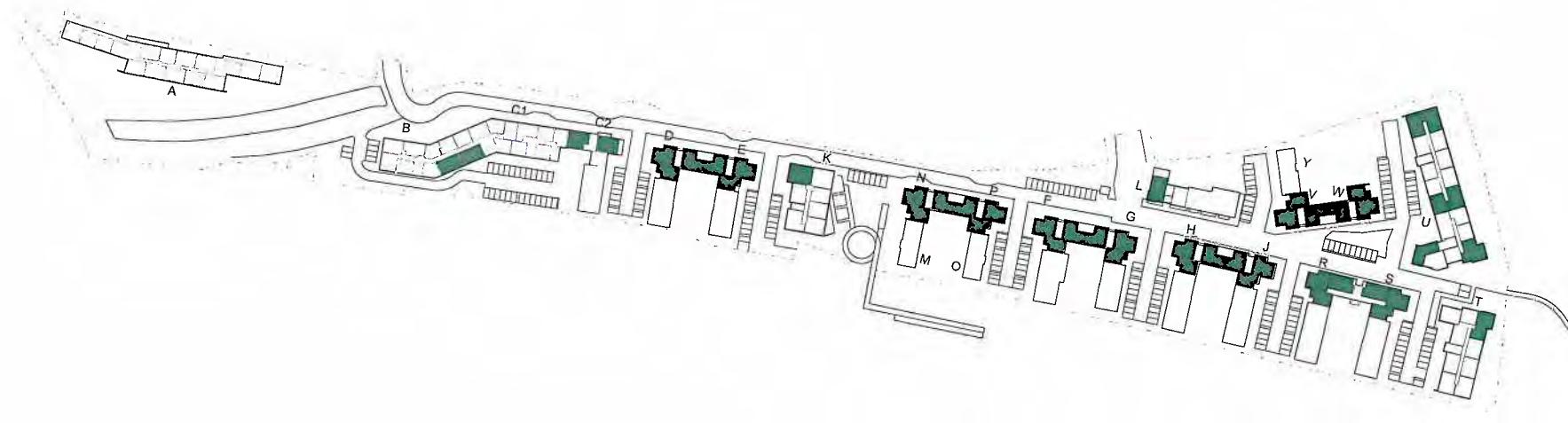
drawing no. CAT/ P / 003

Site wide plan

Plan showing units which will comply with requirement 4.1.1 of the London Housing Design Guide.

To be read in conjunction Summary Table of London Housing Design Guide Standards

'Catford Stadium Compliance Check\_v2\_112-04-2013



CATFORD STADIUM

Third Floor

 London Mayors space standards

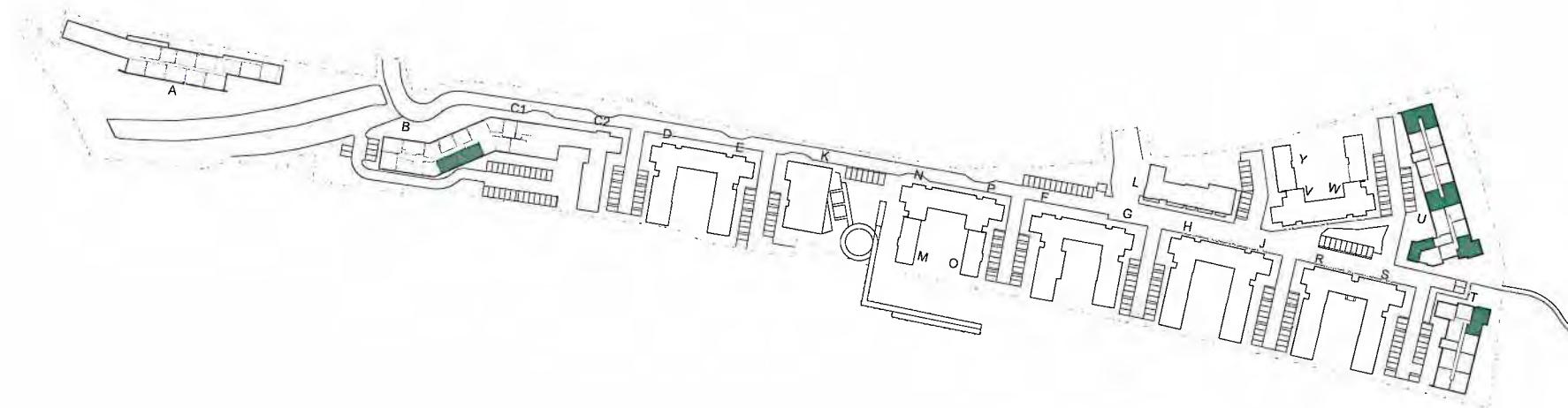
drawing no. CAT/ P / 004

Site wide plan

Plan showing units which will comply with requirement 4.1.1 of the London Housing Design Guide

To be read in conjunction with the Summary Table of London Housing Design Guide Standards

'Catford Stadium Compliance Check\_v2\_112-04-2013



## CATFORD STADIUM

Fourth Floor



## London Mayors space standards

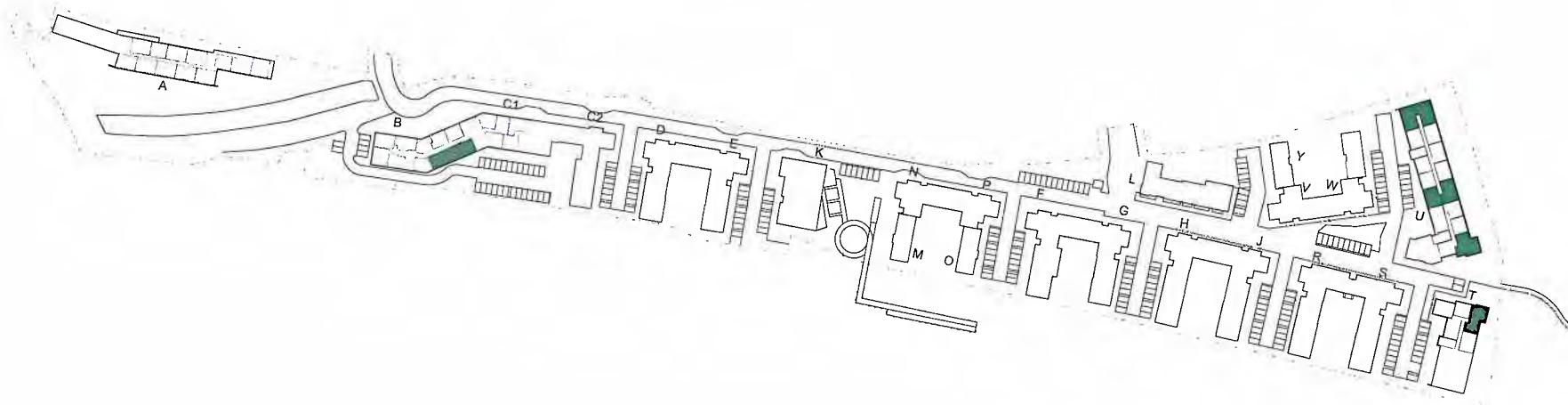
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## Site wide plan

Plan showing units which will comply with requirement 4.1.1 of the London Housing Design Guide.

To be read in conjunction Summary Table of London Housing Design Guide Standards

'Catford Stadium Compliance Check\_v2\_112-04-2013



CATFORD STADIUM

Fifth Floor

 London Mayors space standards

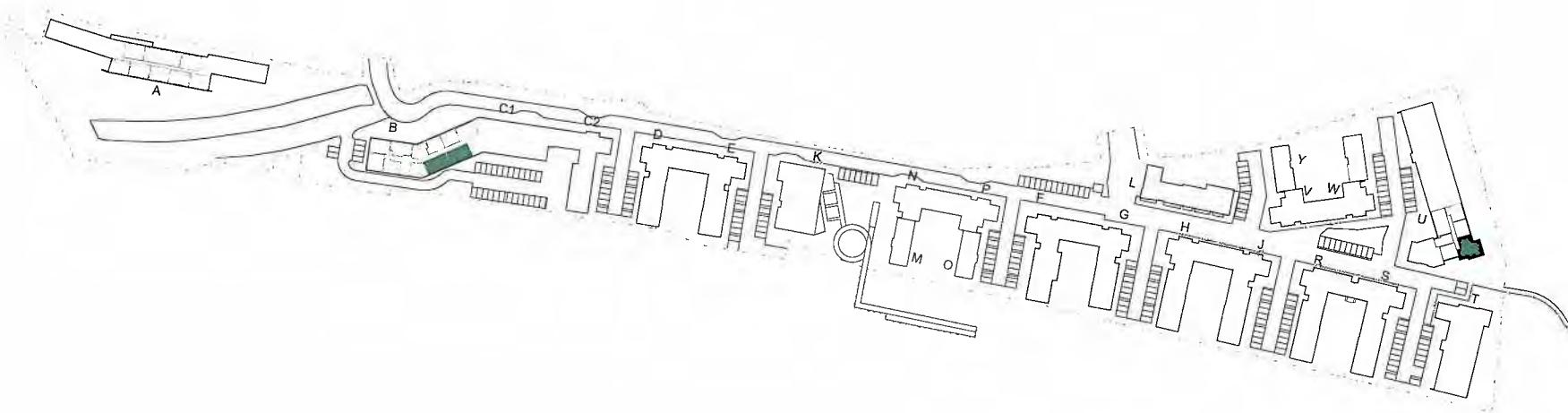
drawing no. CAT/ P / 006

Site wide plan

Plan showing units which will comply with requirement 4.1.1 of the London Housing Design Guide.

To be read in conjunction Summary Table of London Housing Design Guide Standards

'Catford Stadium Compliance Check\_v2\_112-04-2013



CATFORD STADIUM

Sixth Floor

 London Mayors space standards

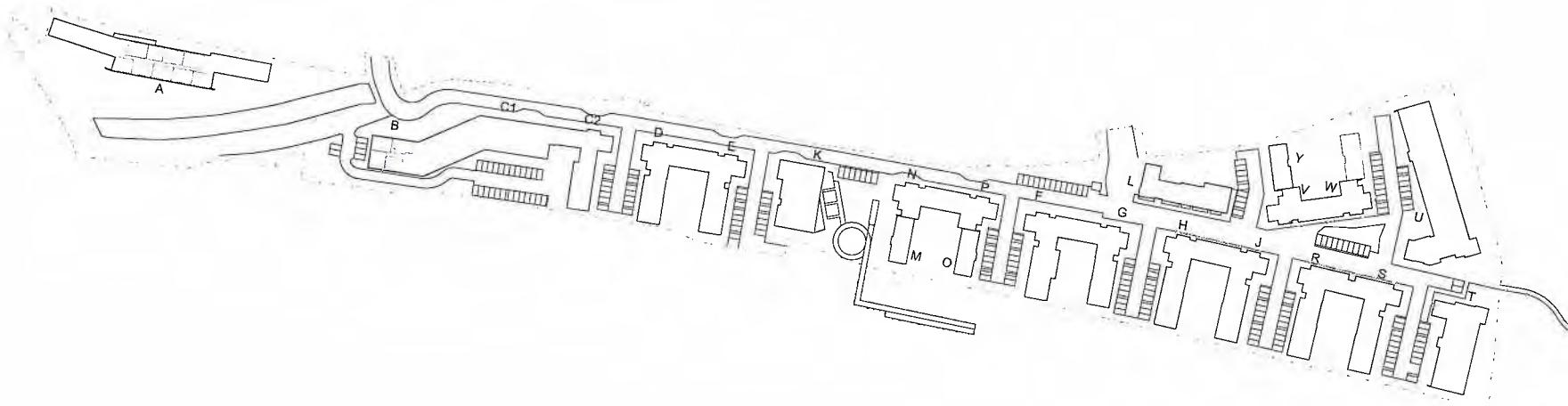
drawing no. CAT/ P / 007

Site wide plan

Plan showing units which will comply with requirement 4.1.1 of the London Housing Design Guide.

To be read in conjunction Summary Table of London Housing Design Guide Standards

'Catford Stadium Compliance Check\_v2\_112-04-2013



CATFORD STADIUM

Seventh Floor

 London Mayors space standards

drawing no. CAT/ P / 008

Site wide plan

# Catford Greyhound Stadium

Adenmore Road, SE6

Contract Scheme

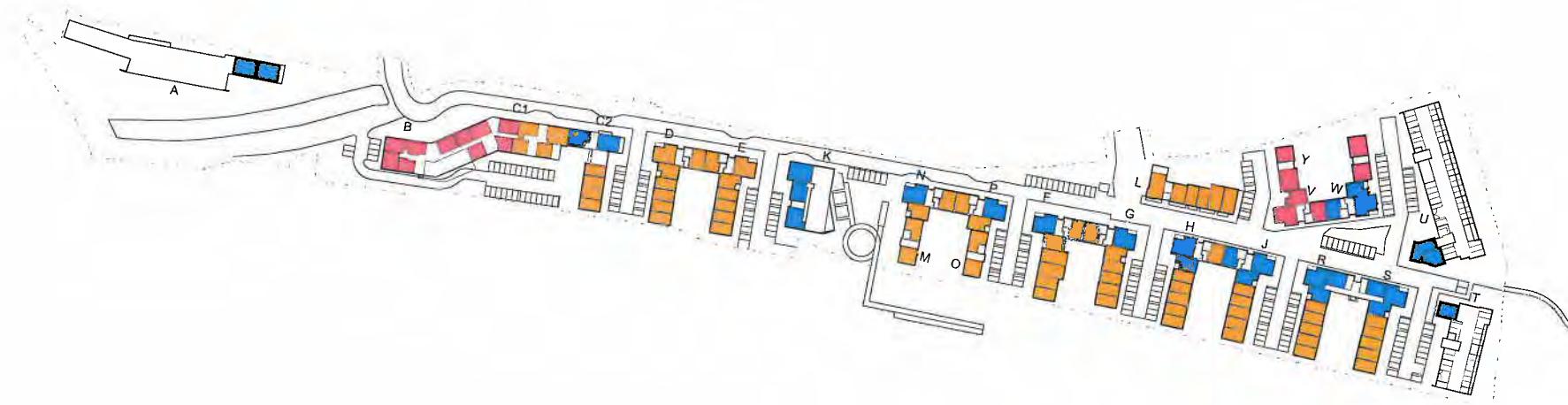
Tenure Distribution

April 2013



witherford  
watson  
mann  
architects

## Tenure Distribution



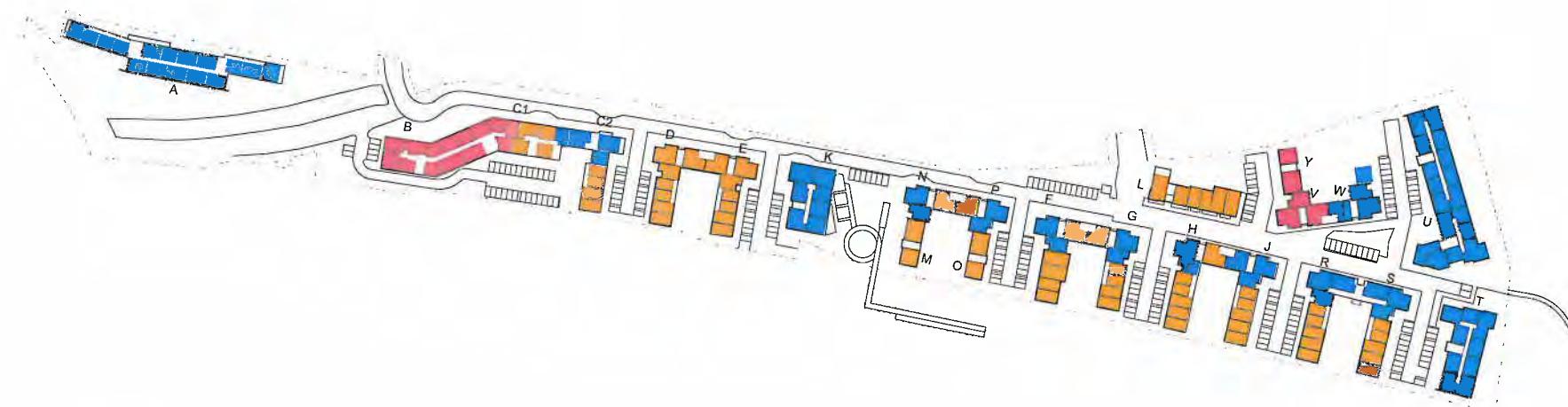
CATFORD STADIUM  
REDISTRIBUTED TENURE PLAN

Ground Floor

- private sale
- shared ownership
- social rent

Site wide plan

## Tenure Distribution



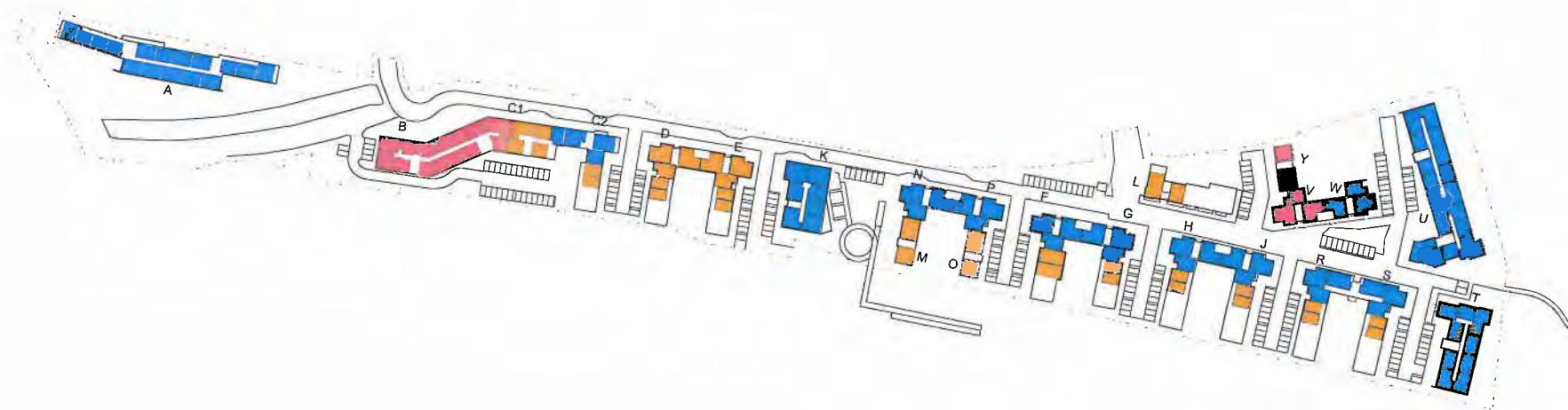
CATFORD STADIUM  
REDISTRIBUTED TENURE PLAN

First Floor

- blue square: private sale
- pink square: shared ownership
- orange square: social rent

Site wide plan

## Tenure Distribution



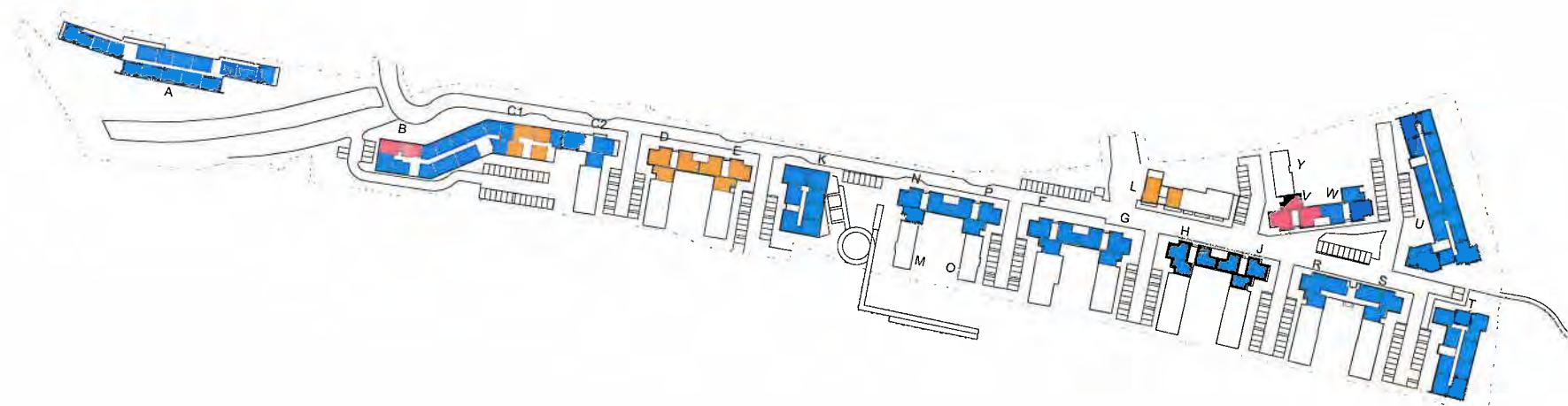
CATFORD STADIUM  
REDISTRIBUTED TENURE PLAN

Second Floor

- █ private sale
- █ shared ownership
- █ social rent

Site wide plan

## Tenure Distribution



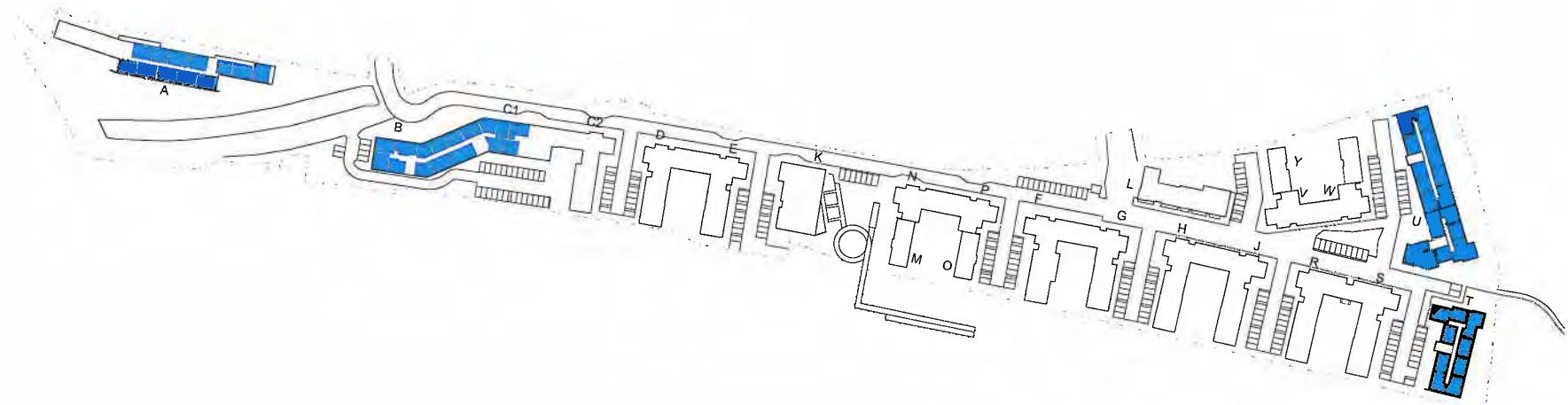
CATFORD STADIUM  
REDISTRIBUTED TENURE PLAN

Third Floor

- private sale
- shared ownership
- social rent

Site wide plan

## Tenure Distribution



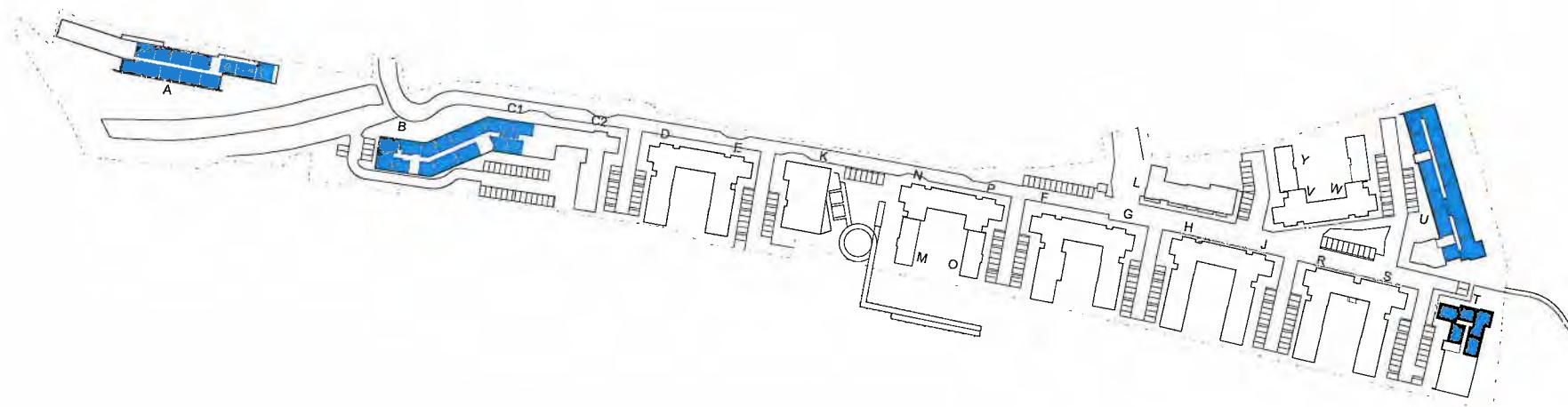
CATFORD STADIUM  
REDISTRIBUTED TENURE PLAN

Fourth Floor

- █ private sale
- █ shared ownership
- █ social rent

Site wide plan

## Tenure Distribution



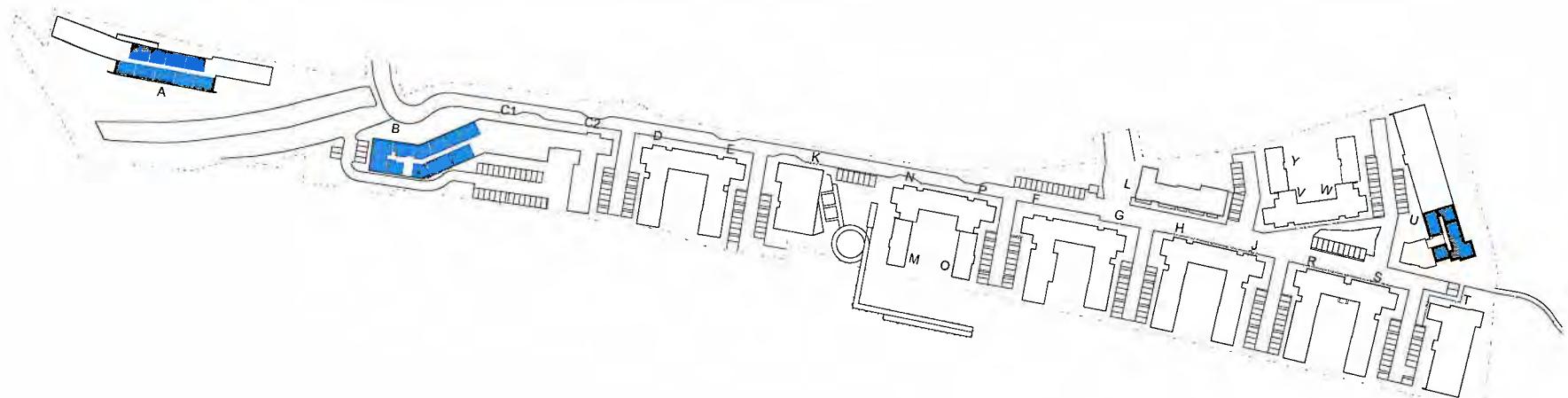
CATFORD STADIUM  
REDISTRIBUTED TENURE PLAN

Fifth Floor

- private sale
- shared ownership
- social rent

Site wide plan

## Tenure Distribution



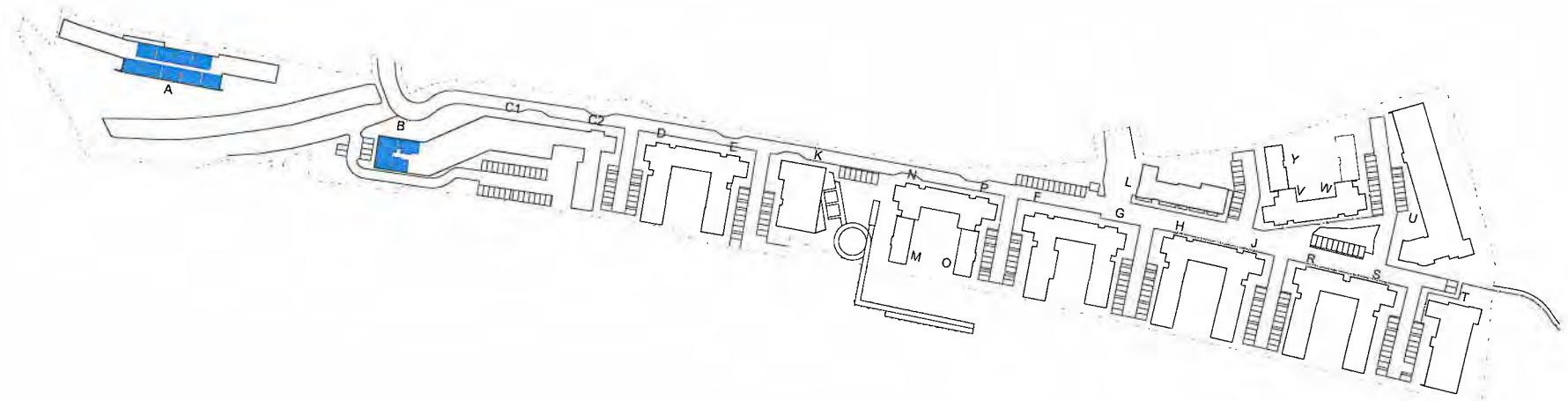
CATFORD STADIUM  
REDISTRIBUTED TENURE PLAN

Sixth Floor

- private sale
- shared ownership
- social rent

Site wide plan

## Tenure Distribution



CATFORD STADIUM  
REDISTRIBUTED TENURE PLAN

Seventh Floor

 Site wide plan

# Catford Greyhound Stadium

Adenmore Road, SE6

Comparative Study between Consented and Contracted Scheme

April 2013



wutherford  
watson  
mann  
architects

## Consented site layout

Whitelaw + Turkington  
Landscape Architects

Masterplan, revision J  
30 May 2007



## Architecture as the calm background to a high quality landscape – the London way



*"The consented scheme was designed and approved at a time when Ladywell Fields looked tired and worn, before its successful restoration and enhancement. A similar uplift in the quality of the public realm is a logical response for the Catford Stadium development. We have looked to draw out the landscape qualities that reinforce the sense of place, supporting existing mature planting with new indigenous species, and letting landscape lead the design of the spaces between buildings.*

*The investment in the landscape both within and around the site means that the buildings should complement rather than compete with it. We therefore propose the earth tones of clay bricks, with balconies inset: these have a timeless resonance with this extraordinary landscape of river valley and ancient trees, unlike the noisy mix of brick, white render, green copper cladding and cantilever balconies of the consented scheme. Well-proportioned, balanced and calm architecture as the backdrop to a verdant landscape: this is the way that London's most enduring neighbourhoods have been built. The proposed changes to the buildings and public realm will lift their environmental performance."*

Extracts from Competition Submission

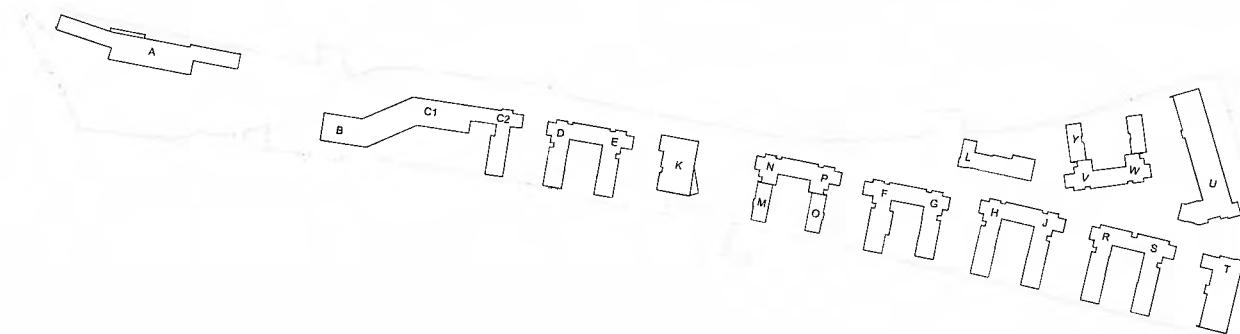
## Contract site layout

witherford watson mann architects  
Masterplan 2013



# Blocks A-W

Block by block analysis between consented and contract schemes

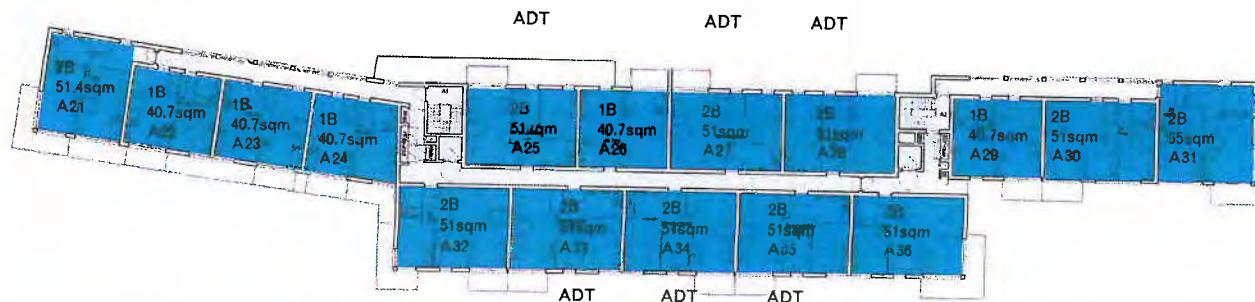


# Block A

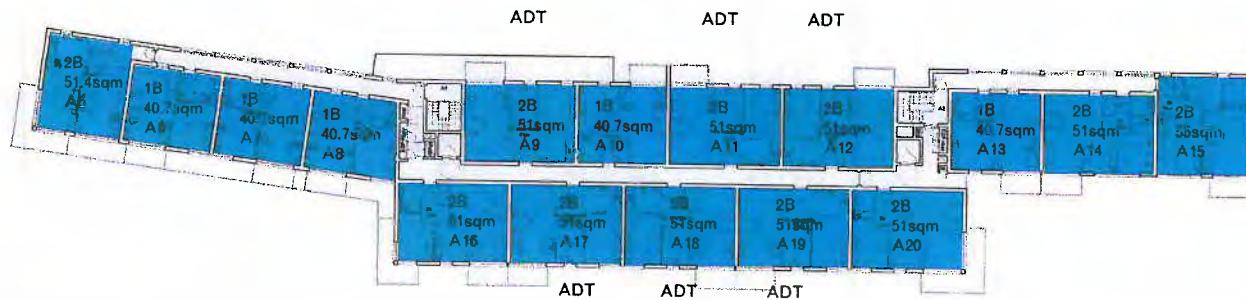
## Tenure Mix

- private sale (blue)
- shared ownership (pink)
- social rent (orange)

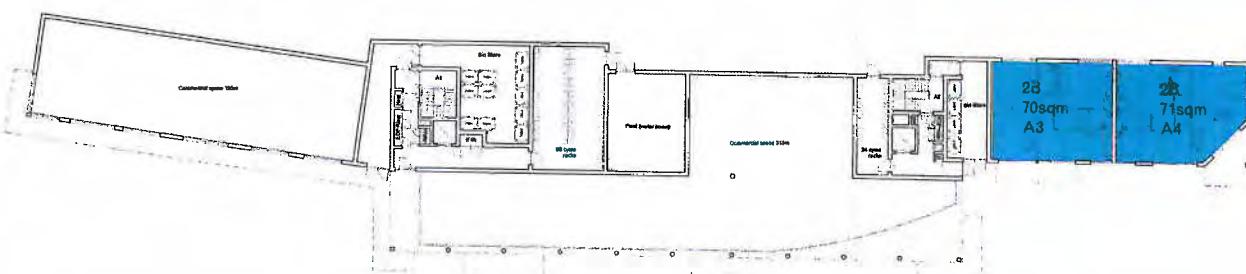
## Second Floor



## First Floor



## Ground Floor

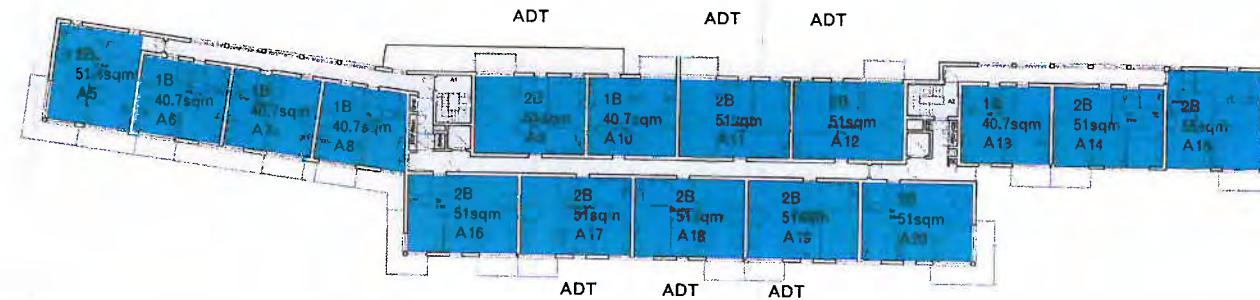


# Block A

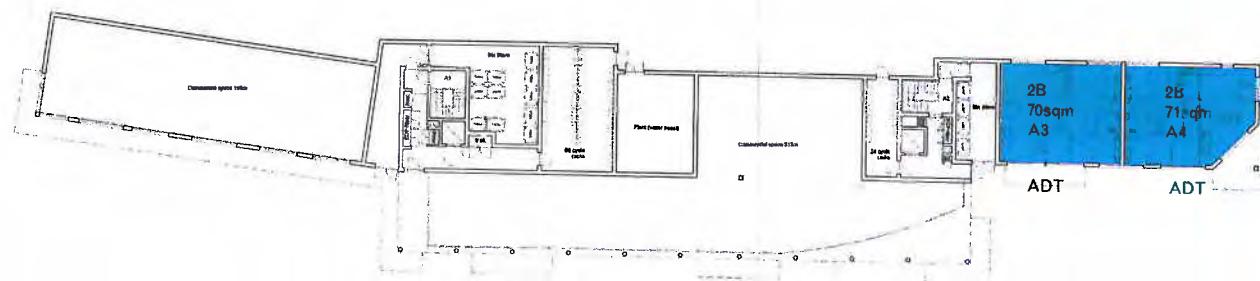
Second Floor



First Floor

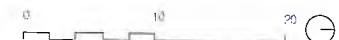


Ground Floor



## Contract Plans

1:400  
FLOOR PLANS

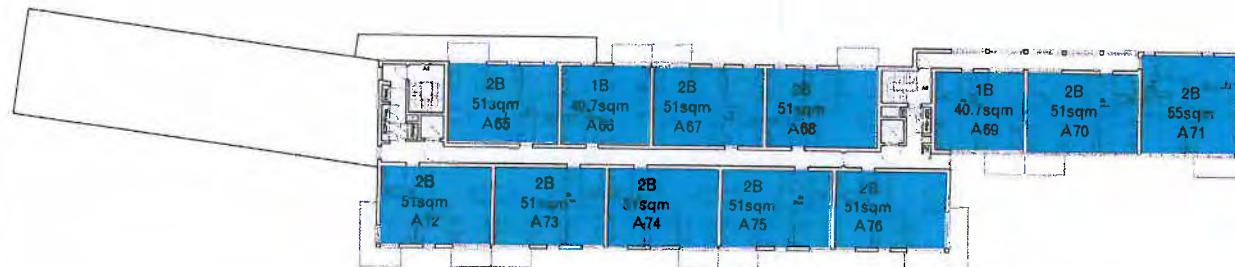


# Block A

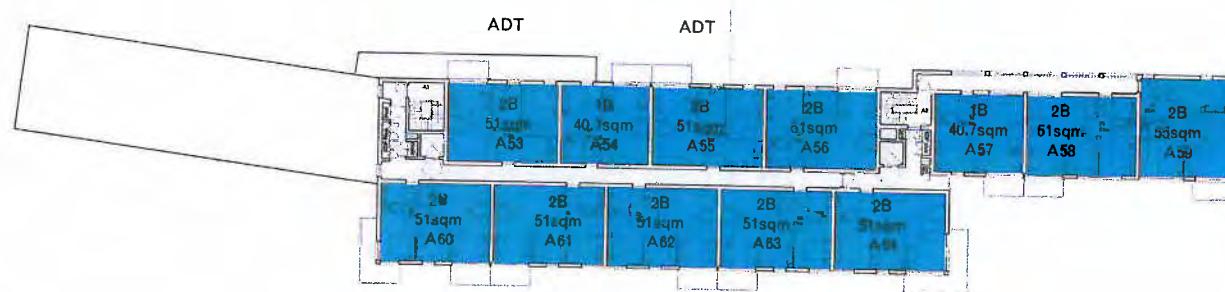
## Tenure Mix

- █ private sale
- █ shared ownership
- █ social rent

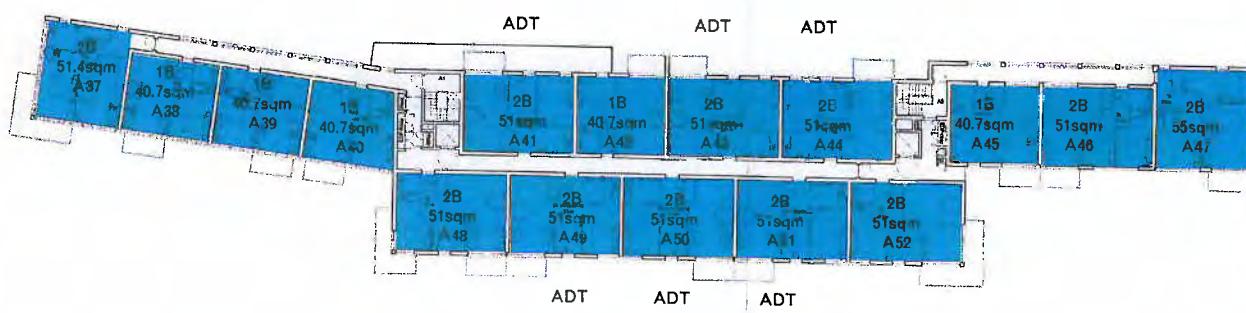
Fifth Floor



Fourth Floor



Third Floor

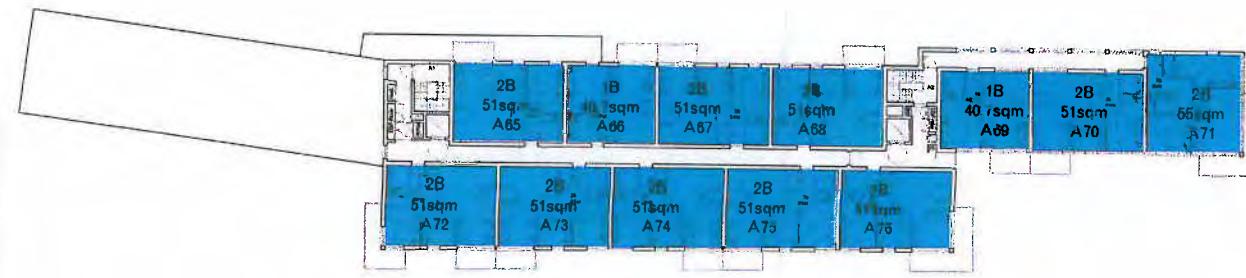


# Block A

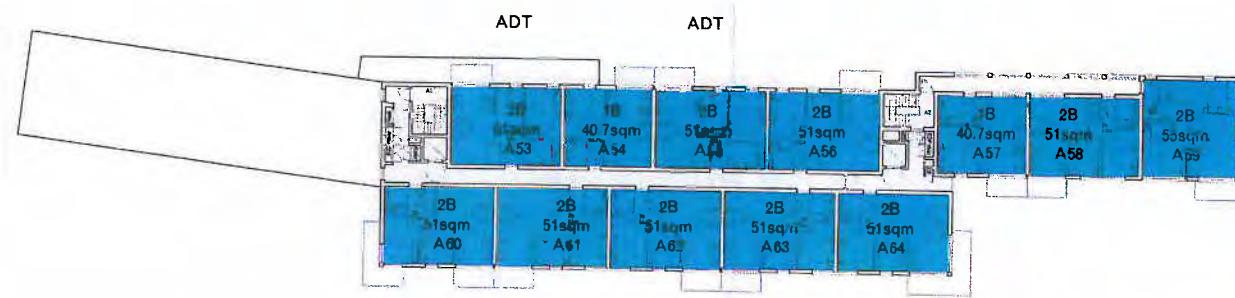
## Tenure Mix

- █ private sale
- █ shared ownership
- █ social rent

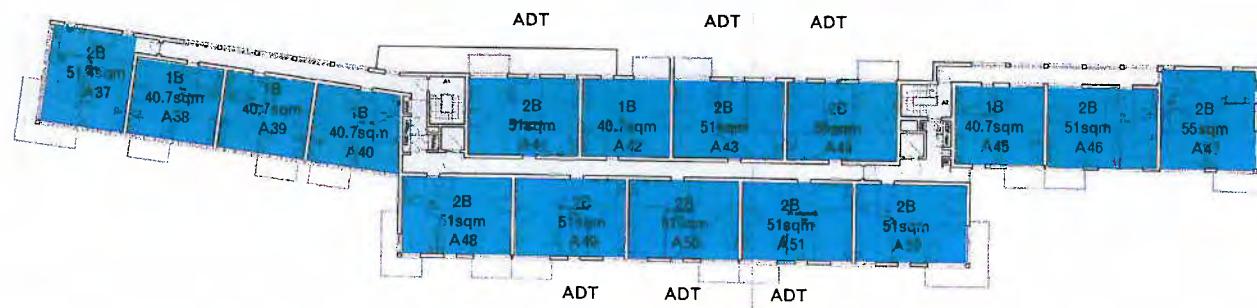
Fifth Floor



Fourth Floor



Third Floor



## Contract Plans

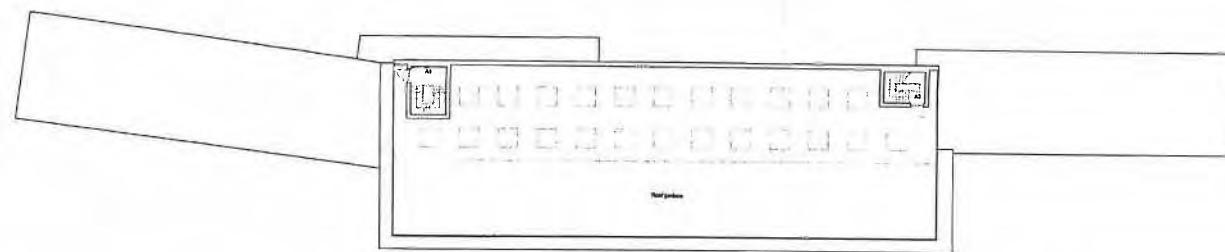
1:400  
FLOOR PLANS



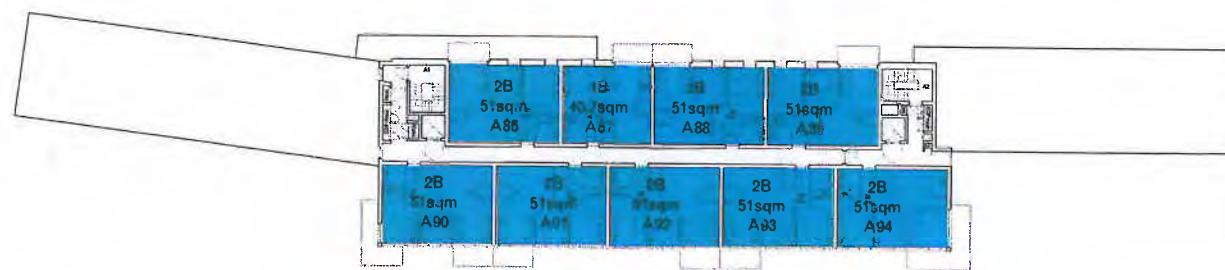
# Block A

## Tenure Mix

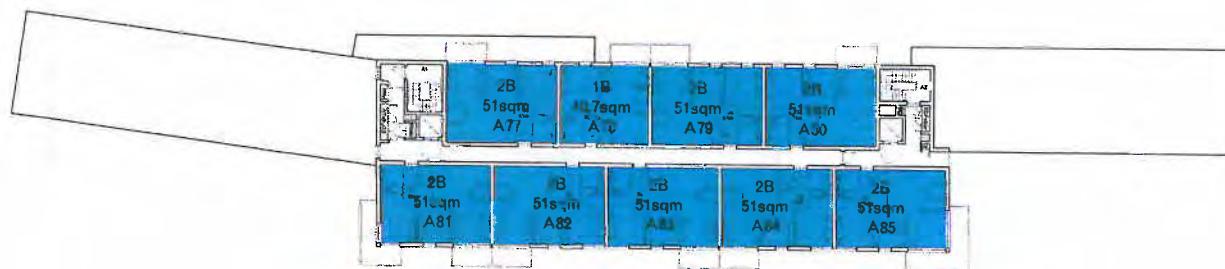
- private sale
- shared ownership
- social rent



Eighth Floor



Seventh Floor



Sixth Floor

## Block A

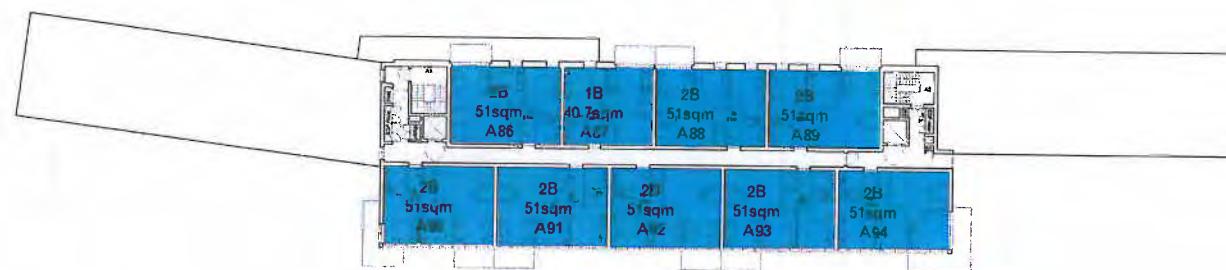
### Tenure Mix

- private sale
- shared ownership
- social rent

Eighth Floor



Seventh Floor



Sixth Floor

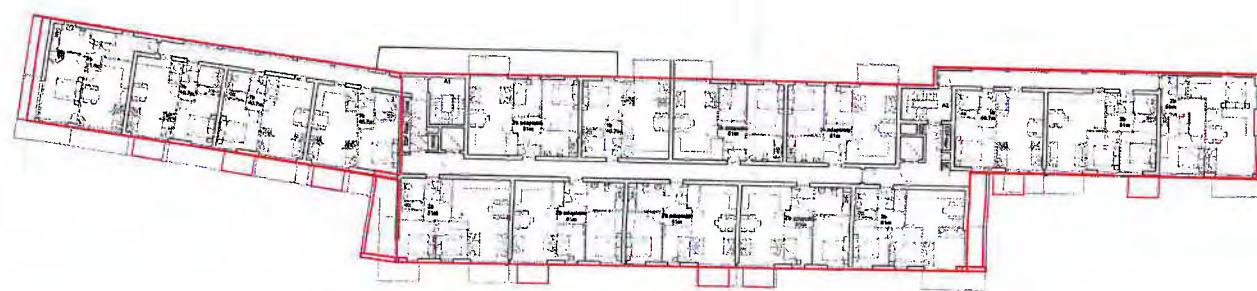


## Contract Plans

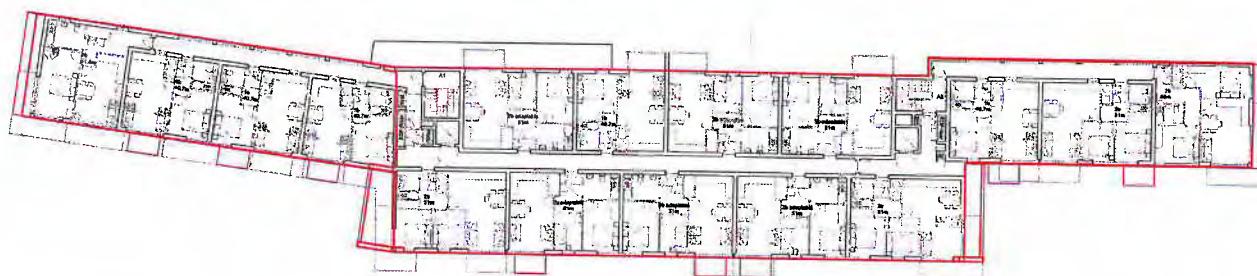
1 : 400  
FLOOR PLANS



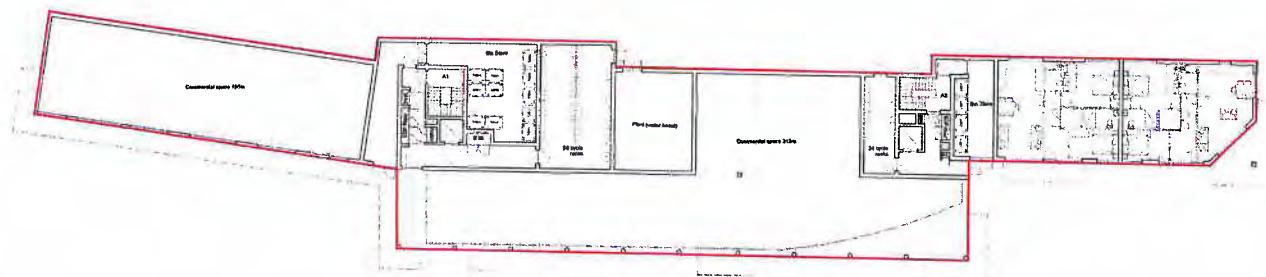
## Block A



## Second Floor



## First Floor



## Ground Floor

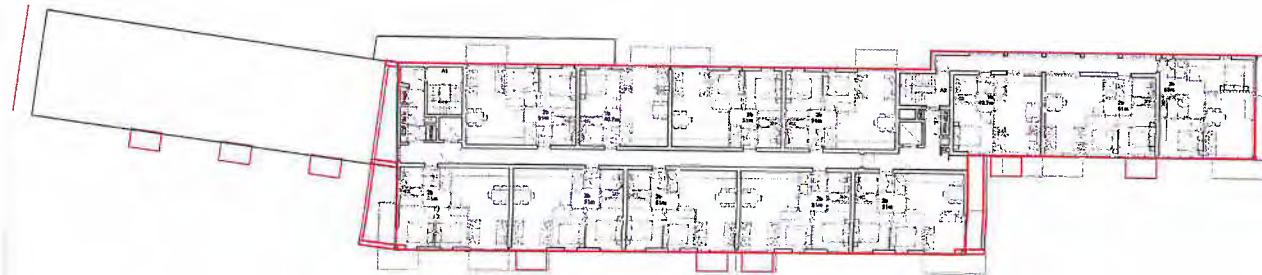
## Composite Plans (Contract red, consented grey)

11400  
FLOOR PLANS

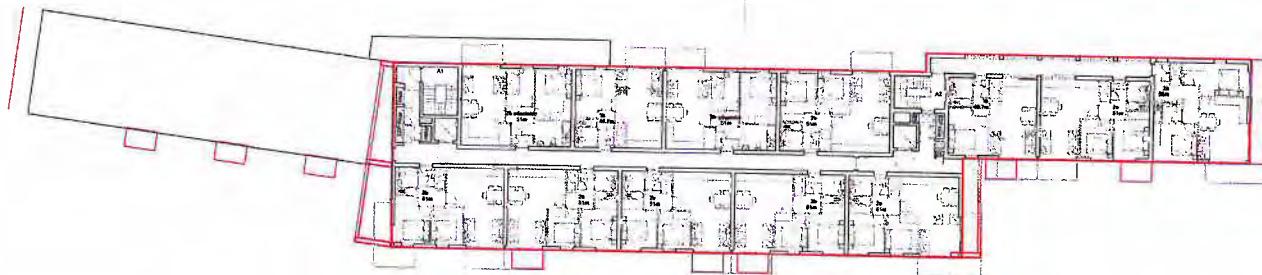


## Block A

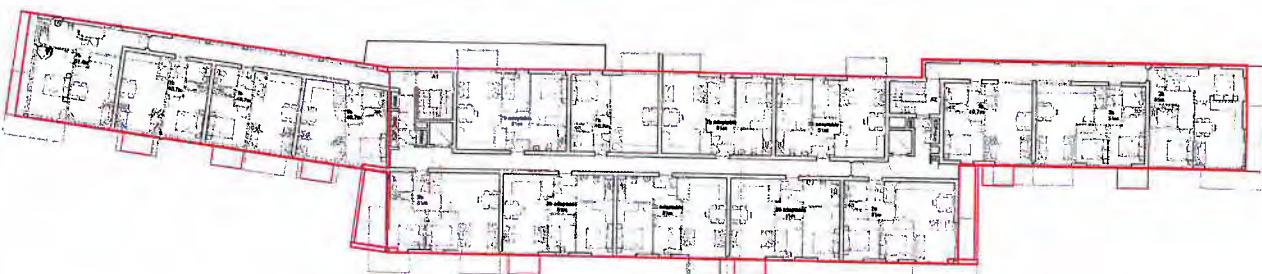
Fifth Floor



Fourth Floor



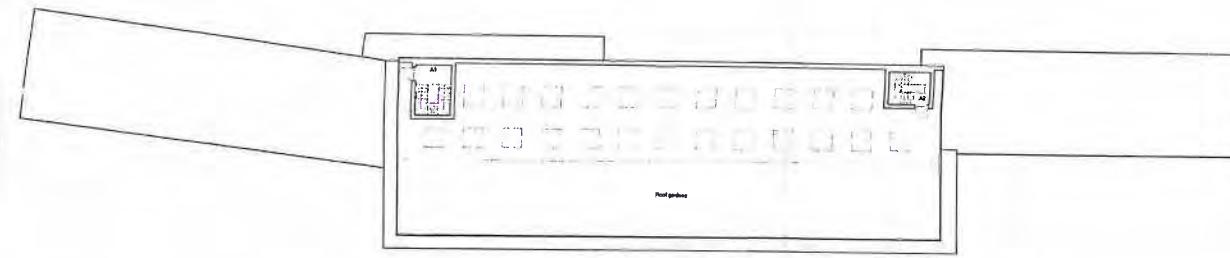
Third Floor



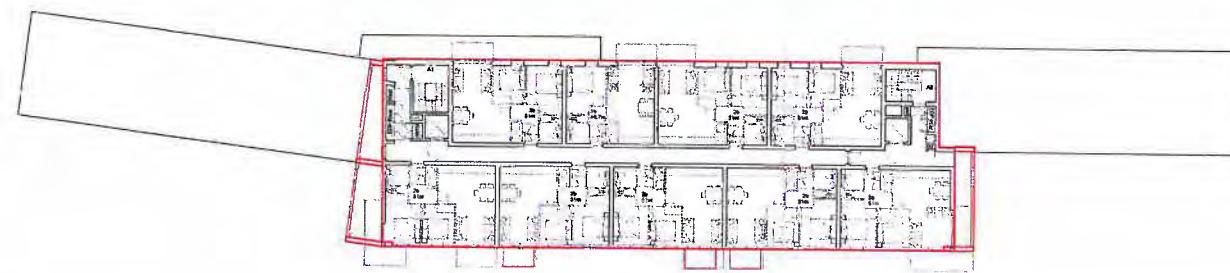
Composite Plans (Contract red, consented grey)

1:400  
FLOOR PLANS  
0 10 20 30

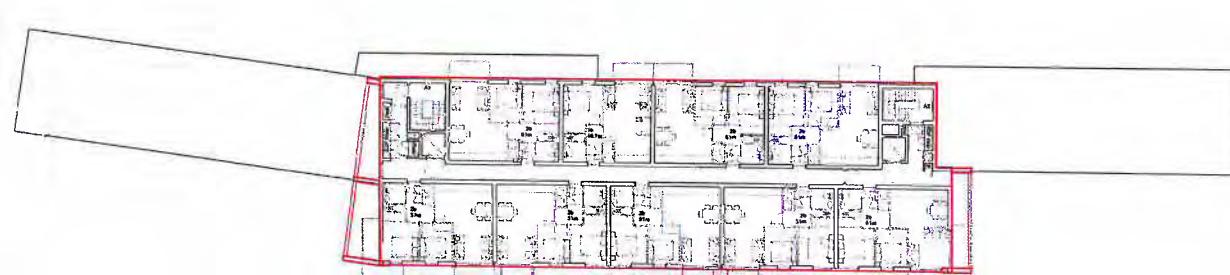
## Block A



Eighth Floor



Seventh Floor



Sixth Floor

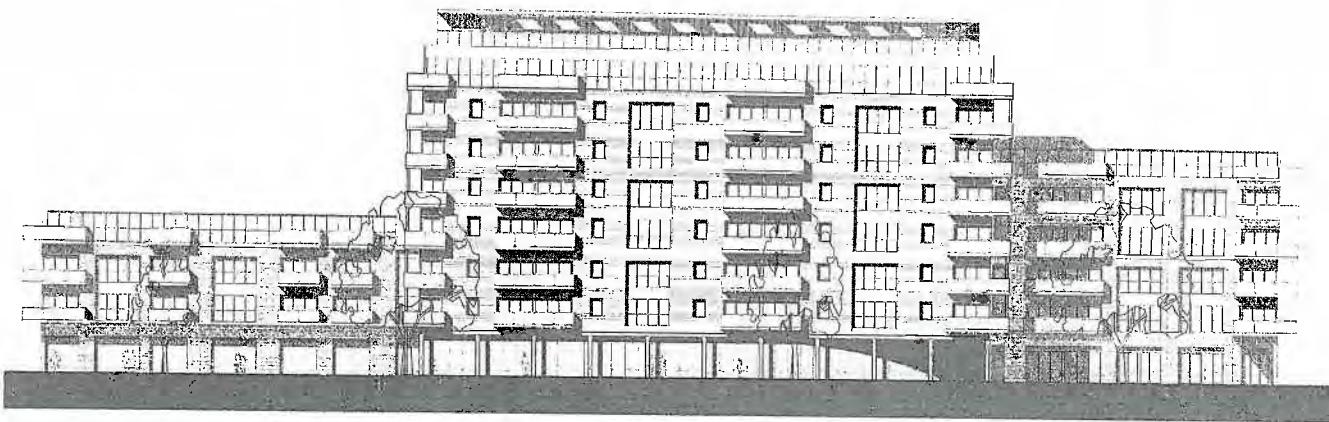
Composite Plans (Contract red, consented grey)

1 : 400  
FLOOR PLANS

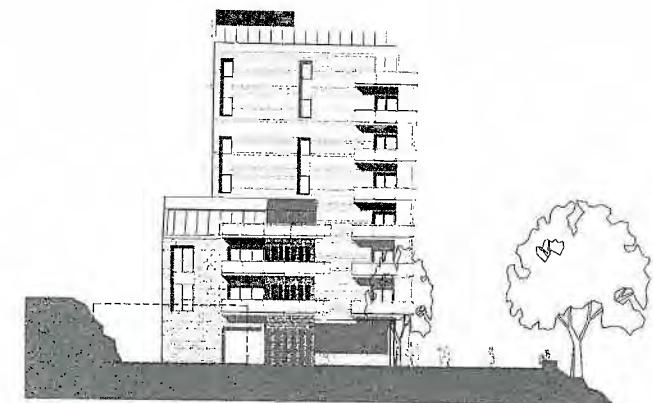


Block A

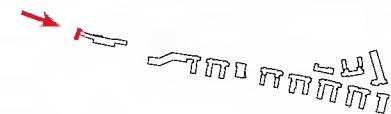
## Block A



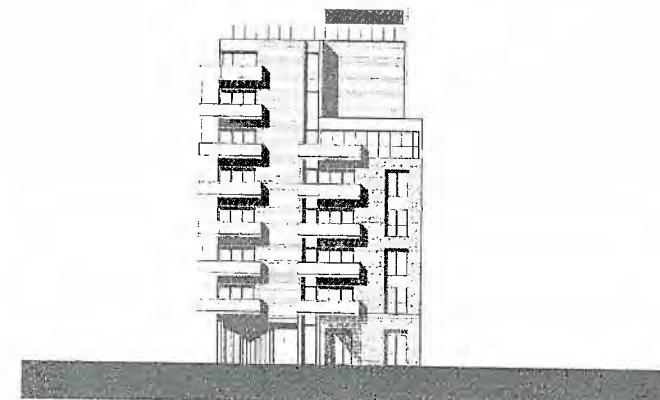
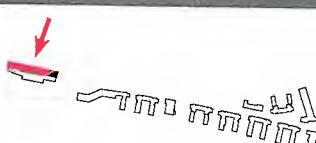
East



South



West



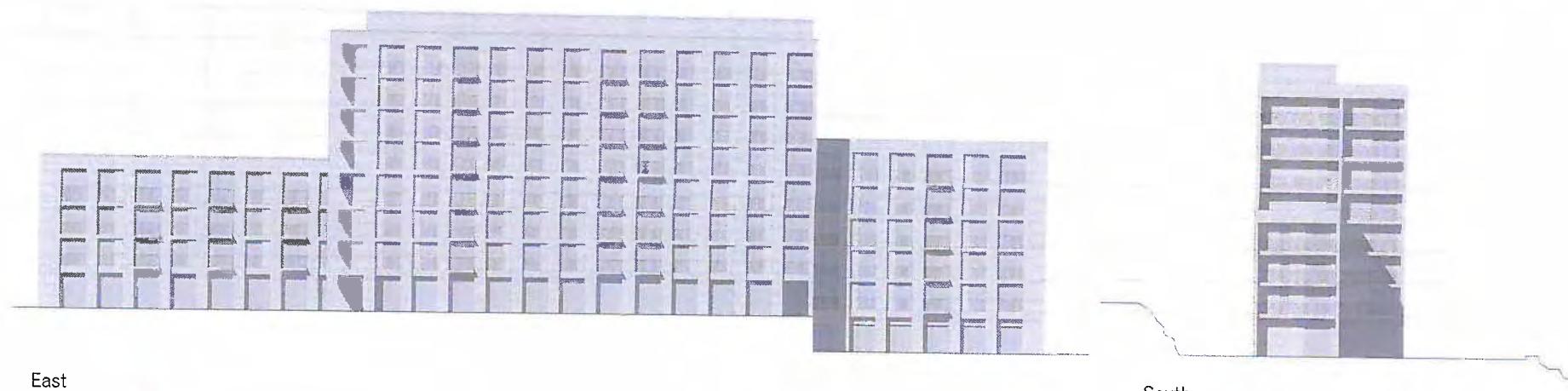
North



Consented Elevations Drawing number AEL09B

1:400

Block A



East

South

West

North

Contract Elevations

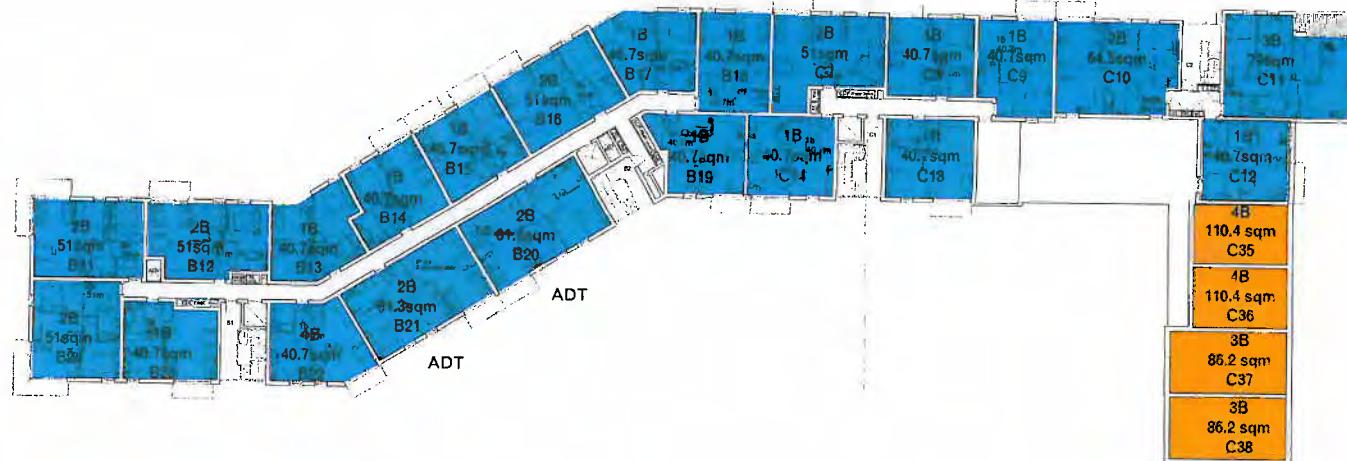
1:400



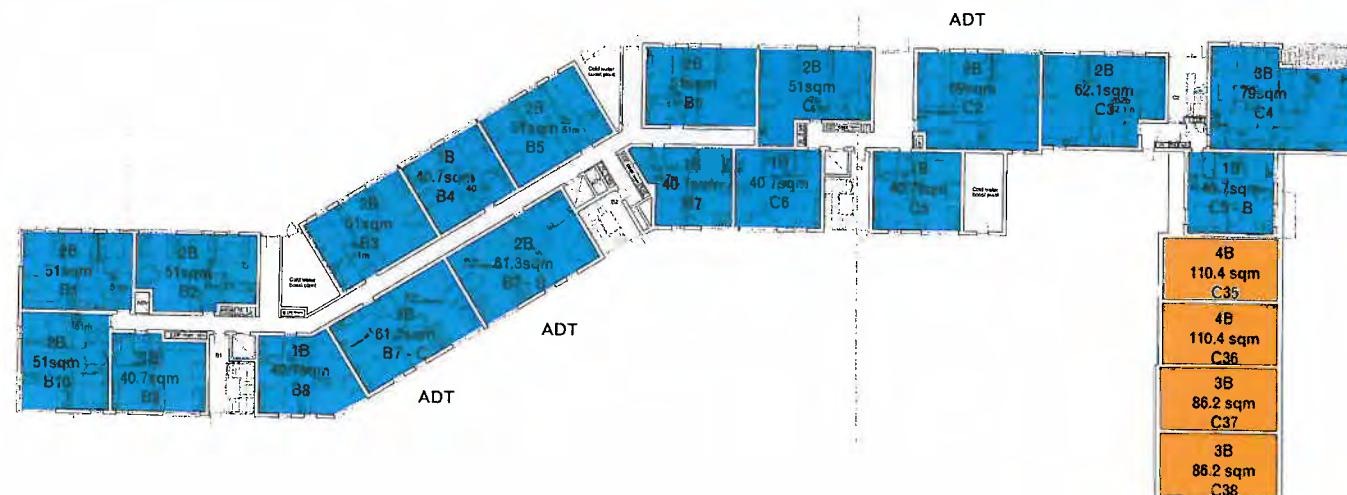
## Block B/C

### Tenure Mix

-  private sale
-  shared ownership
-  social rent



First Floor



## Ground Floor

Consented Plans Drawing number APL07B

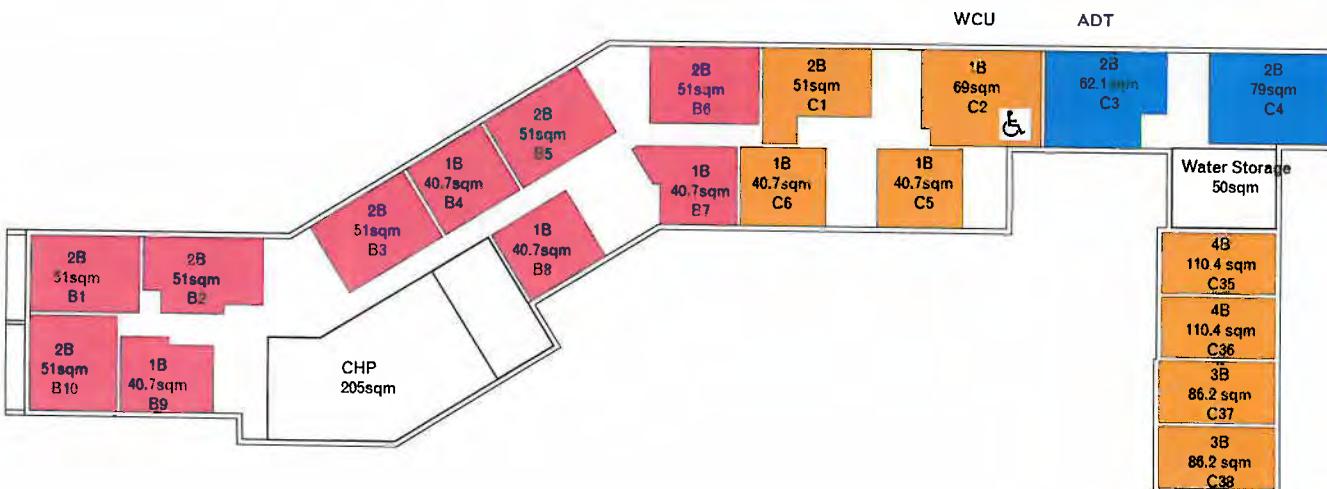
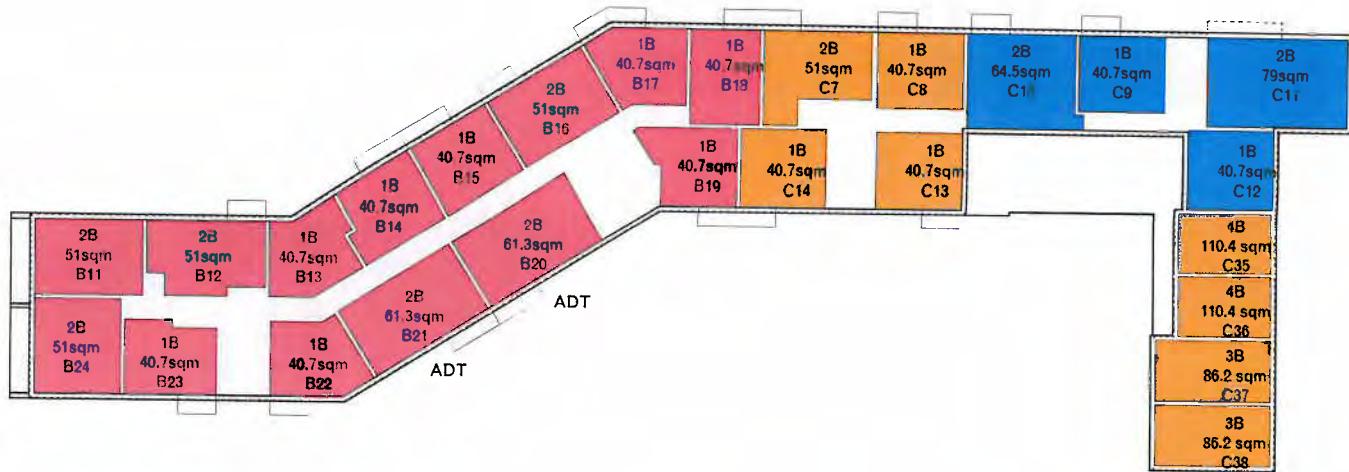
1:400  
FLOOR PLANS



## Block B/C

### Tenure Mix

- █ private sale
- █ shared ownership
- █ social rent



## Contract Plans

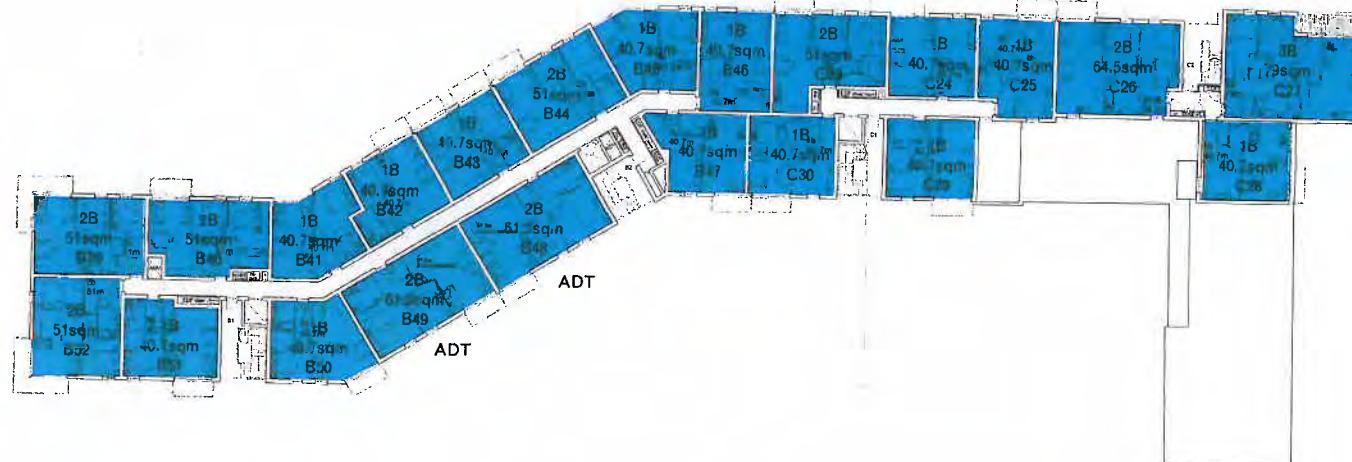
1 : 400  
FLOOR PLANS



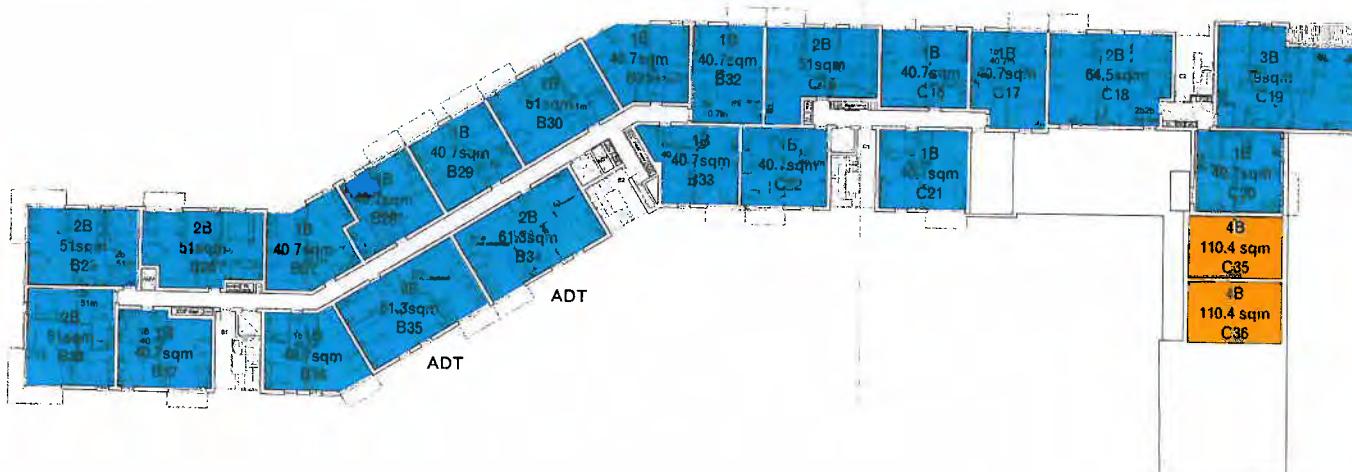
# Block B/C

## Tenure Mix

- private sale (blue)
- shared ownership (pink)
- social rent (orange)



Third Floor

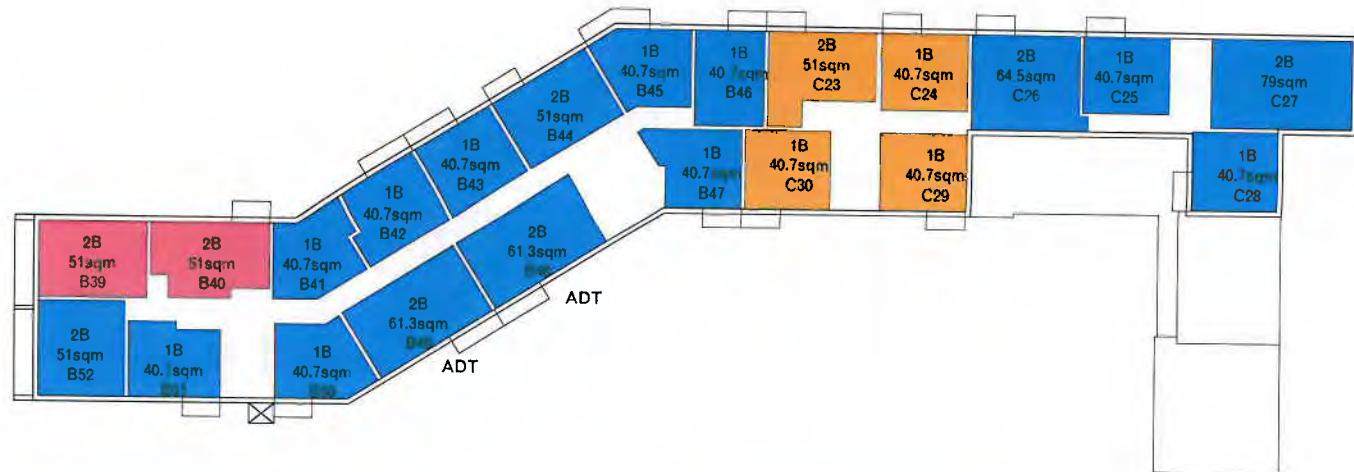


Second Floor

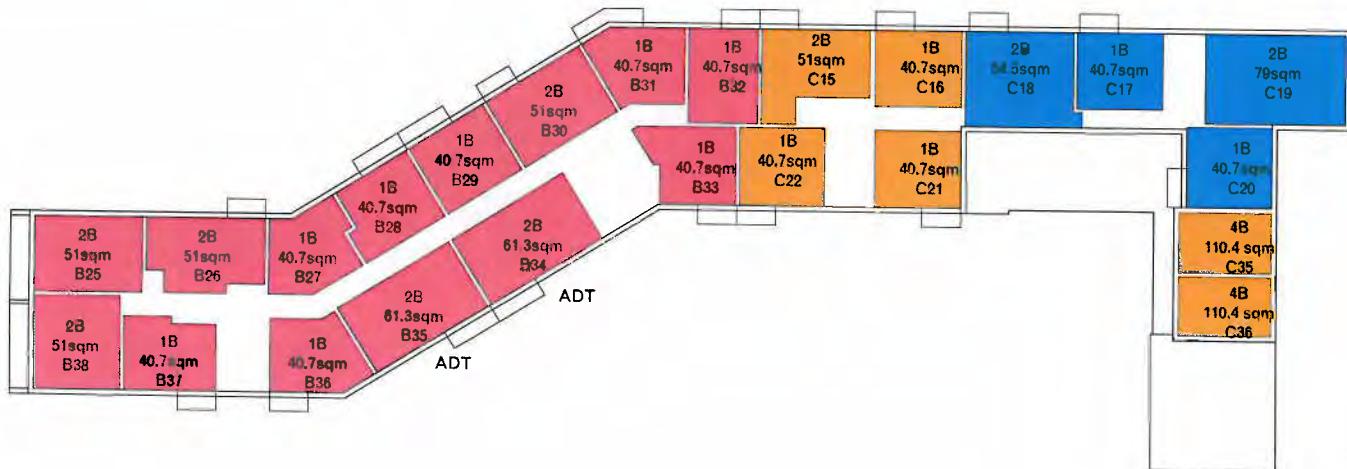
# Block B/C

## Tenure Mix

- private sale (blue)
- shared ownership (pink)
- social rent (orange)



Third Floor



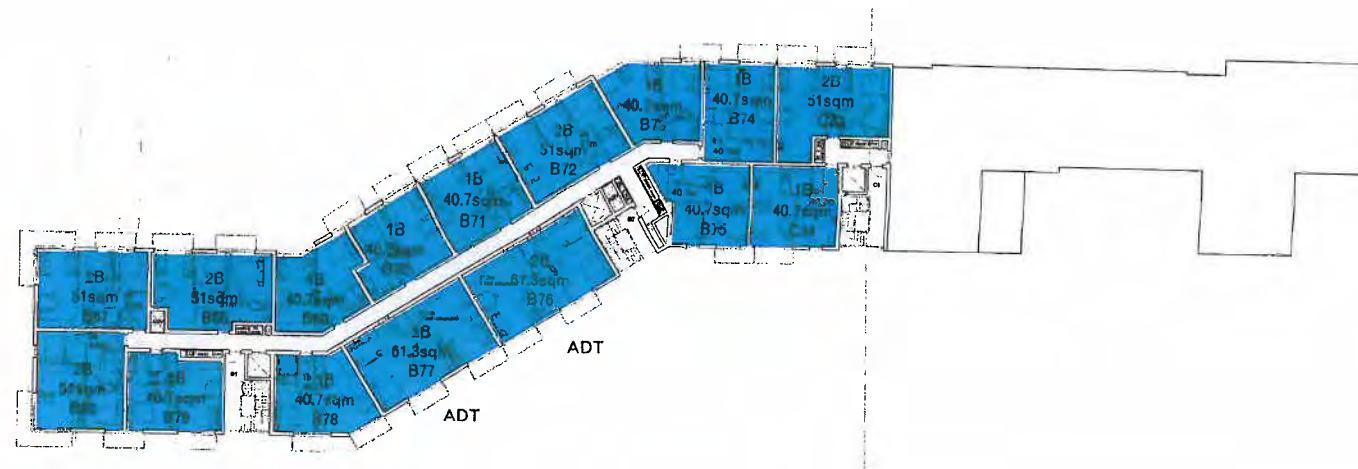
Second Floor

# Contract Plans

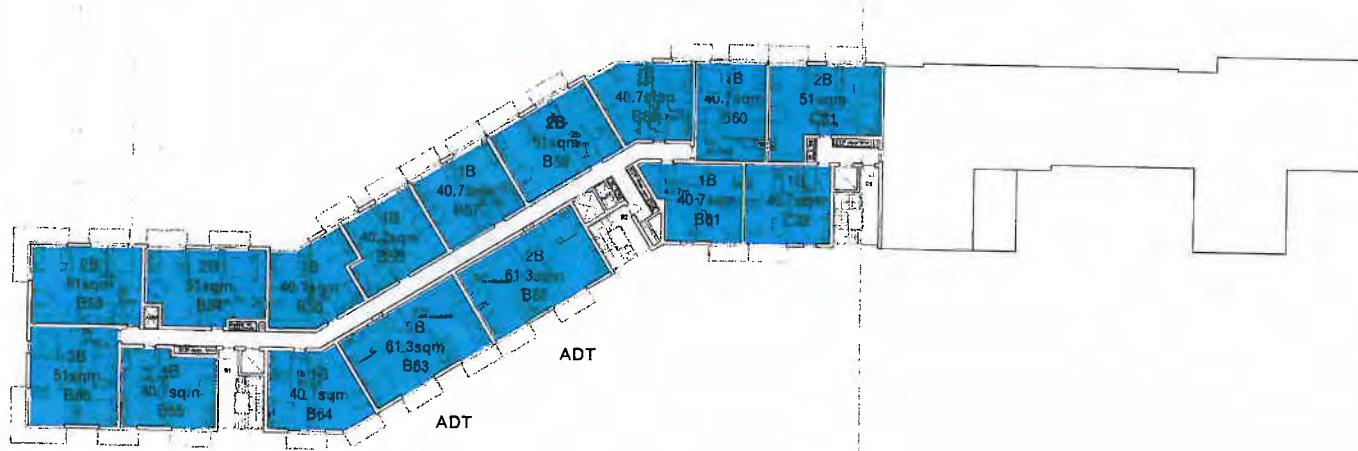
# Block B/C

## Tenure Mix

- █ private sale
- █ shared ownership
- █ social rent



Fifth Floor

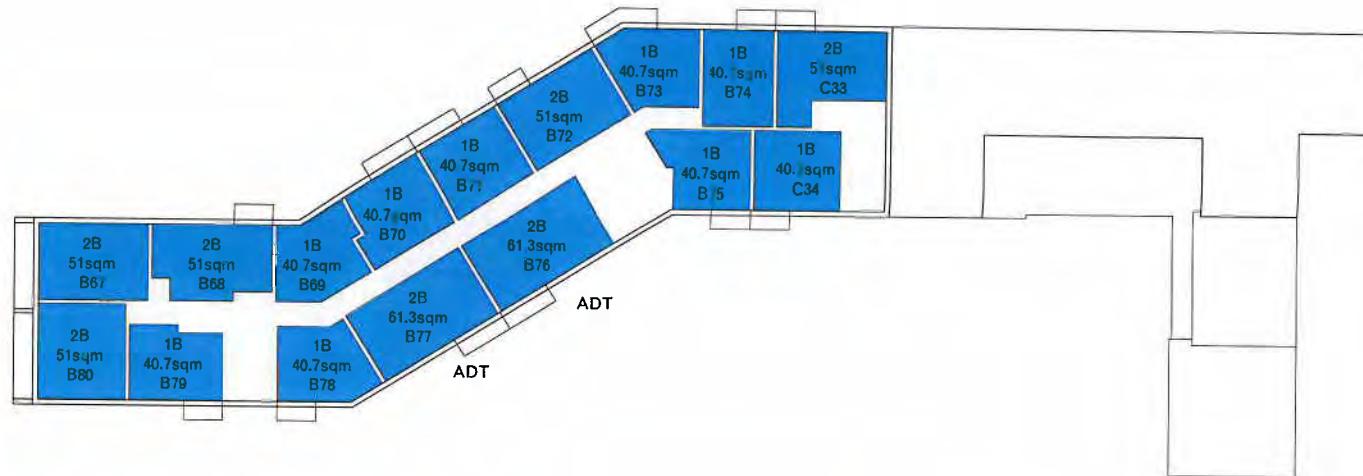


Fourth Floor

## Block B/C

Tenure Mix

- private sale
- shared ownership
- social rent



Fifth Floor



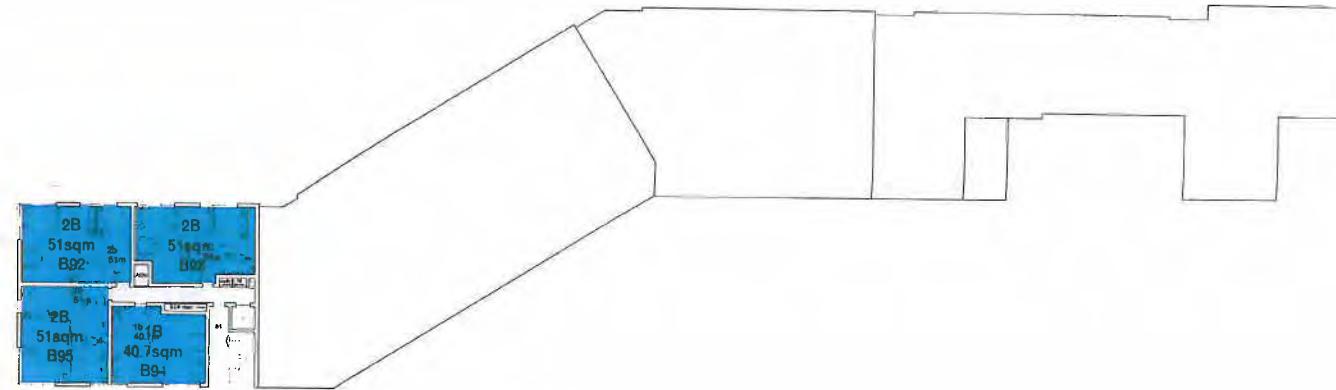
Fourth Floor

## Contract Plans

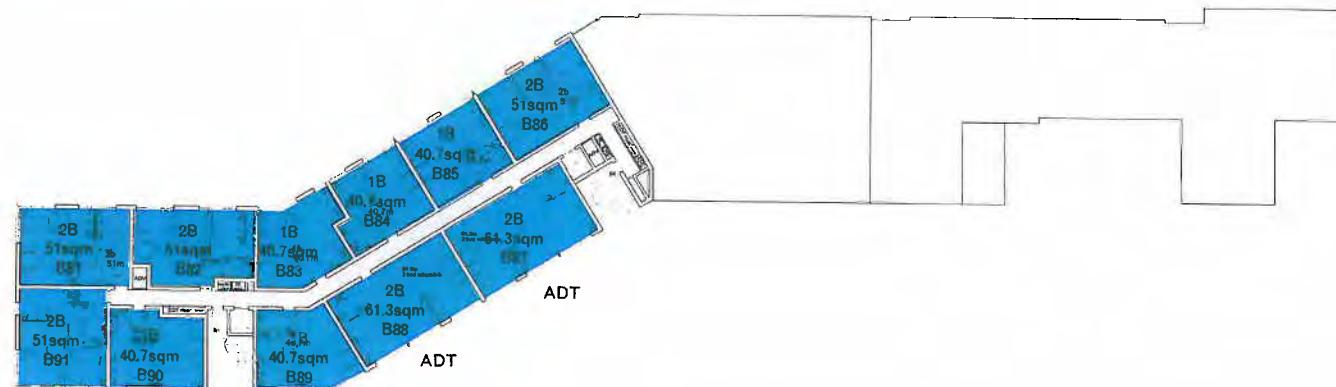
# Block B/C

## Tenure Mix

- private sale
- shared ownership
- social rent



Seventh Floor



Sixth Floor

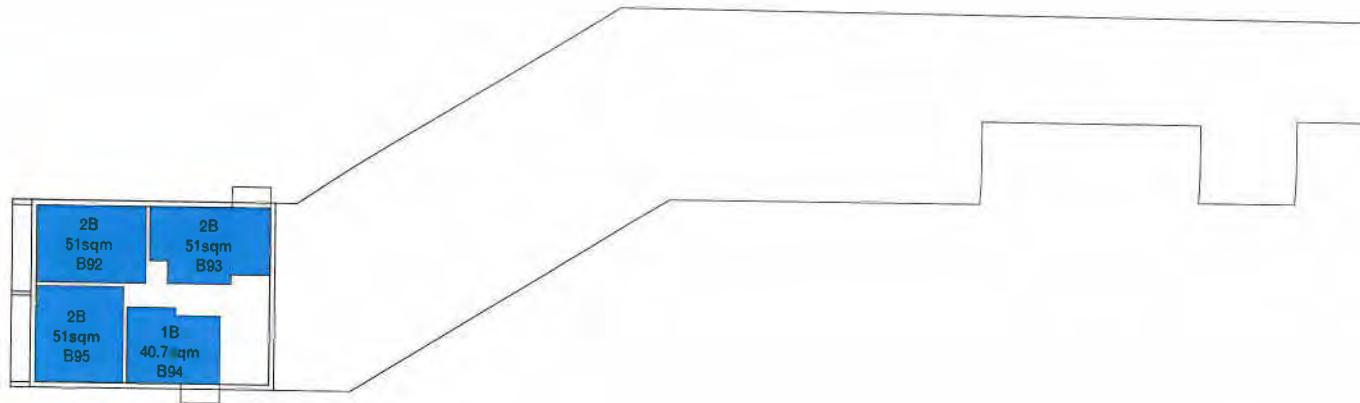
Consented Plans Drawing number APLO8B

1:400  
FLOOR PLANS  
0 10 20

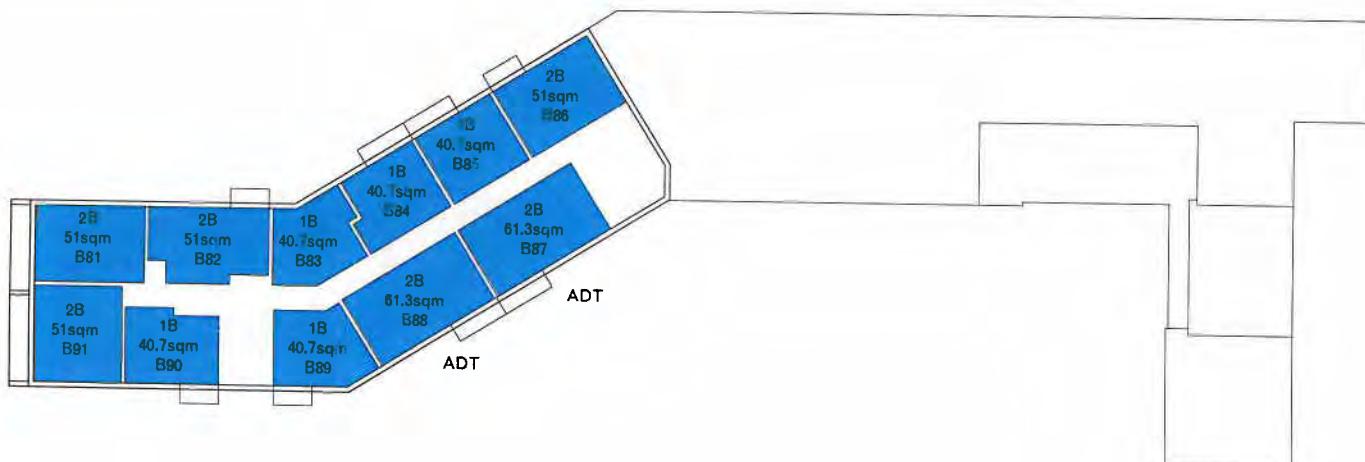
## Block B/C

### Tenure Mix

- █ private sale
- █ shared ownership
- █ social rent



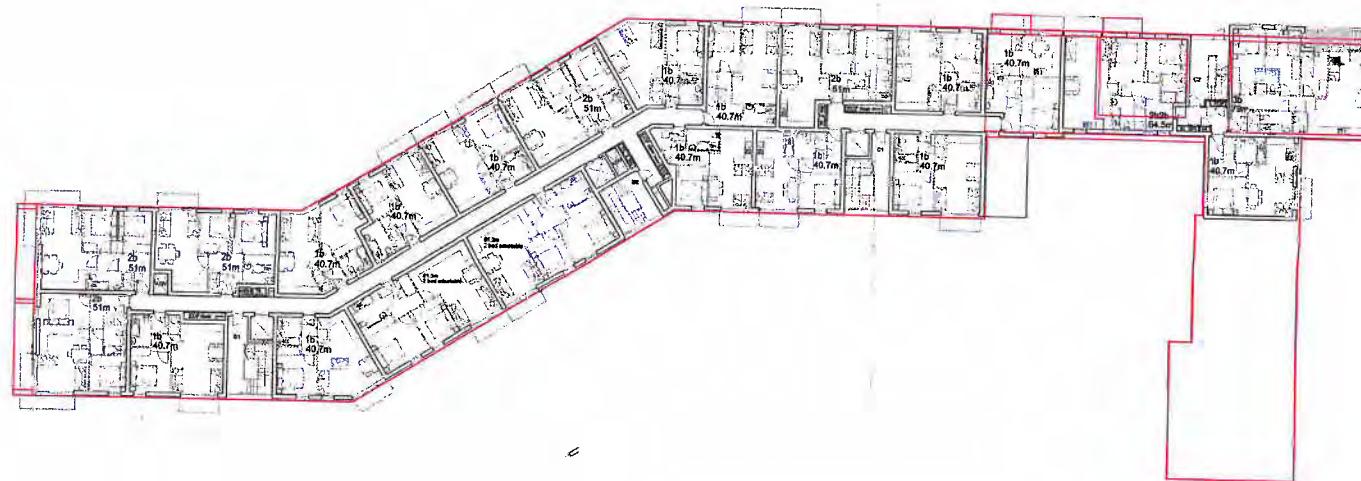
Seventh Floor



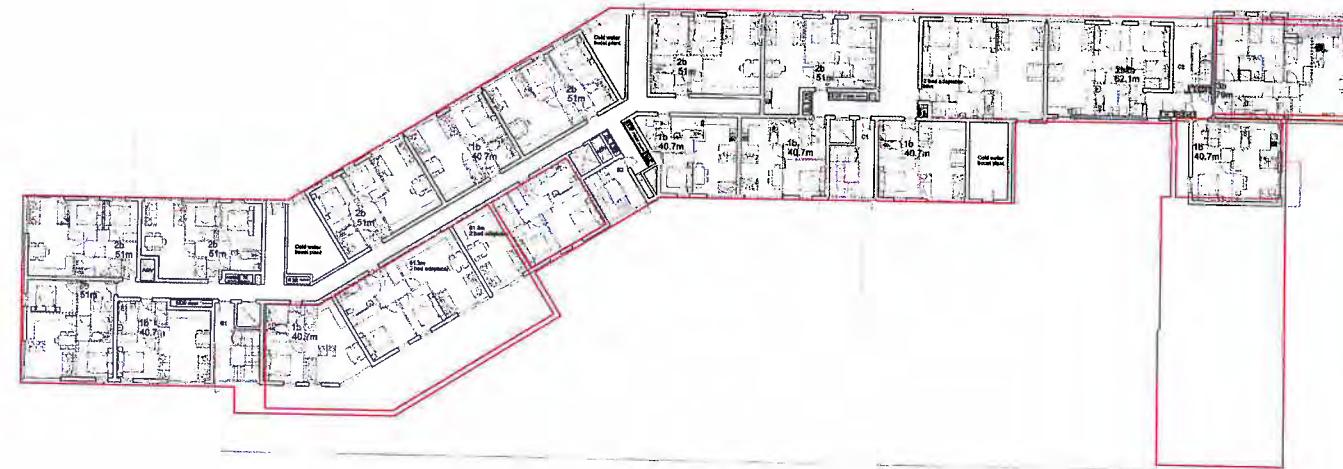
Sixth Floor

## Contract Plans

## Block B/C



First Floor

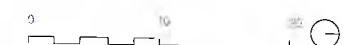


Ground Floor

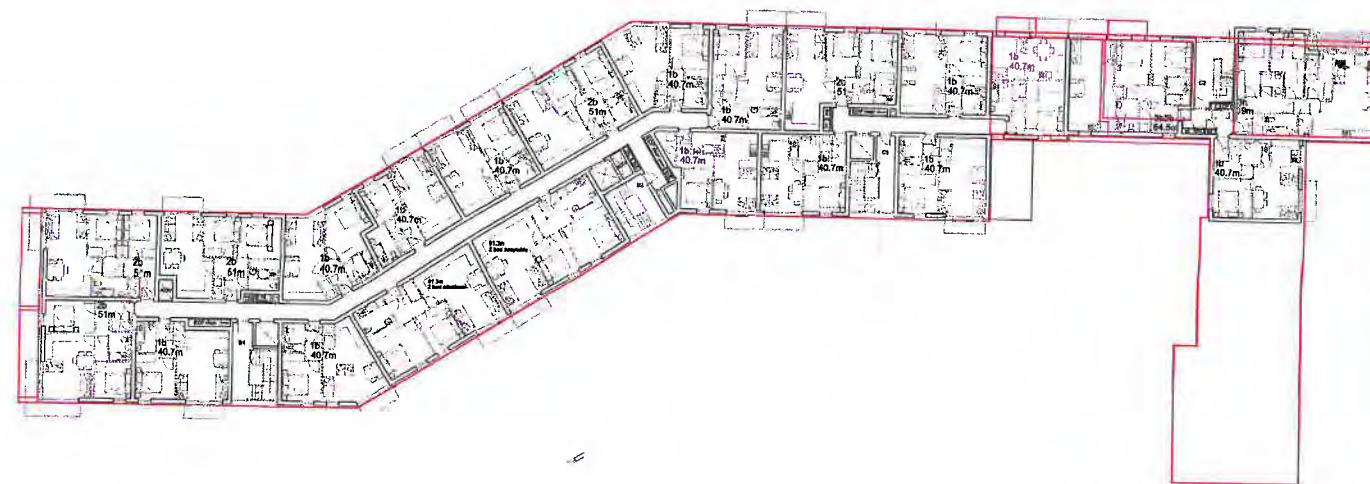
Composite Plans (Contract red, consented grey)

1 : 400

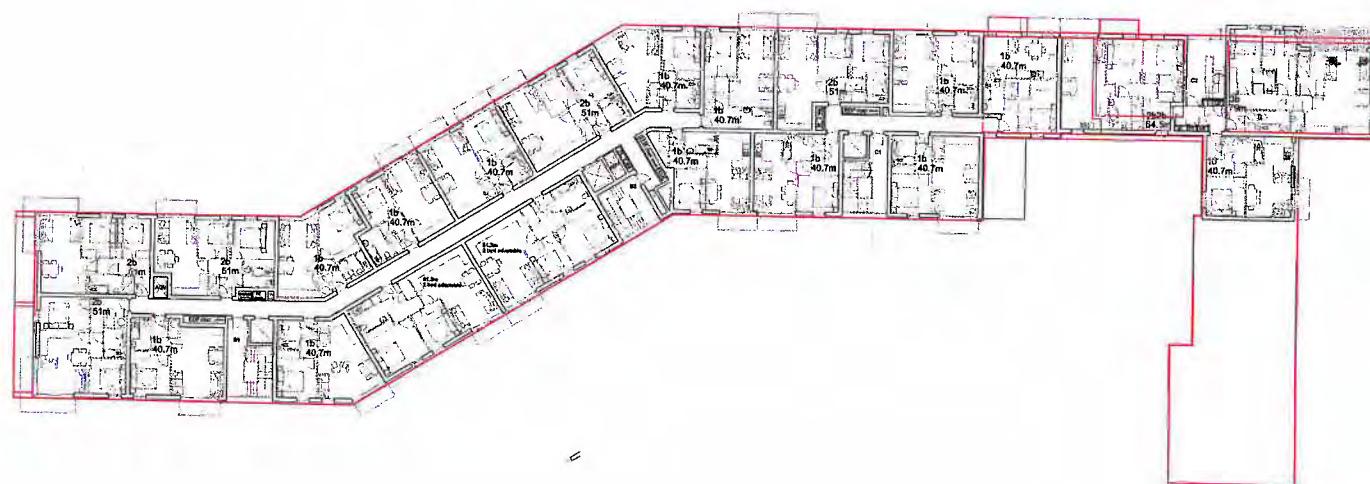
FLOOR PLANS



## Block B/C



Third Floor

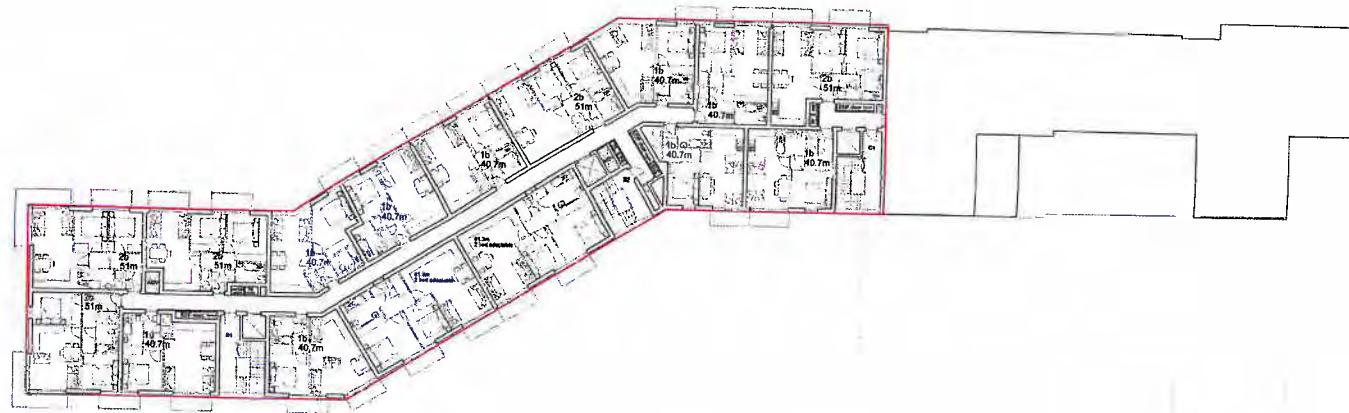


Second Floor

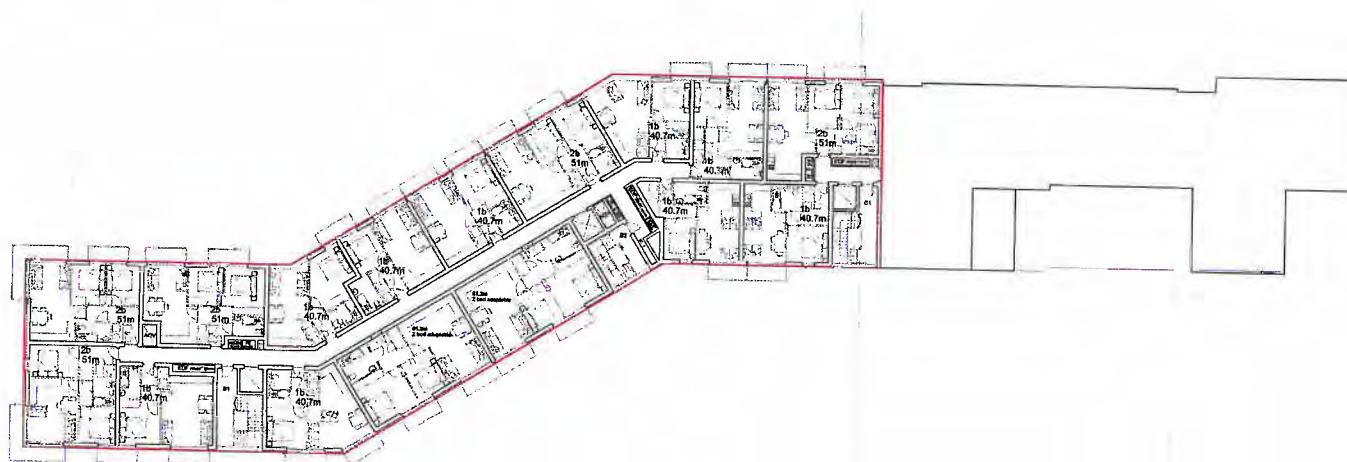
Composite Plans (Contract red, consented grey)

1:400  
FLOOR PLANS  
1 10 29

## Block B/C



Fifth Floor



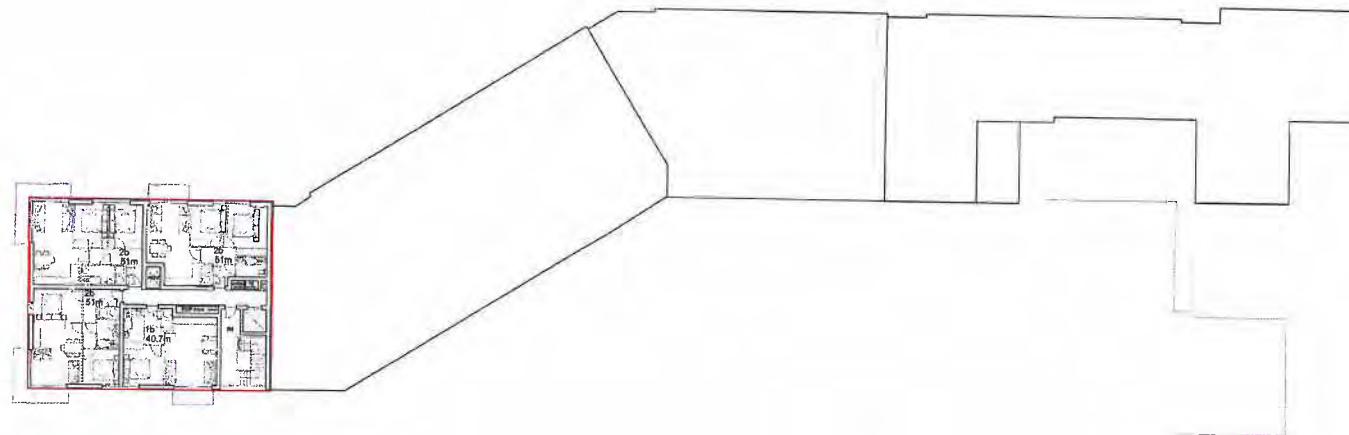
Fourth Floor

Composite Plans (Contract red, consented grey)

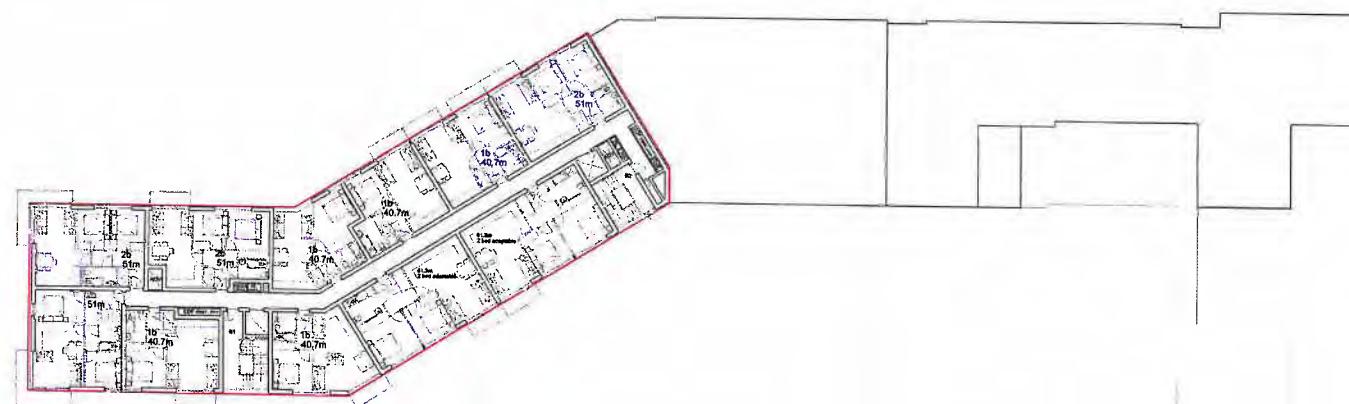
1:400  
FLOOR PLANS



## Block B/C



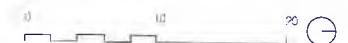
Seventh Floor



Sixth Floor

Composite Plans (Contract red, consented grey)

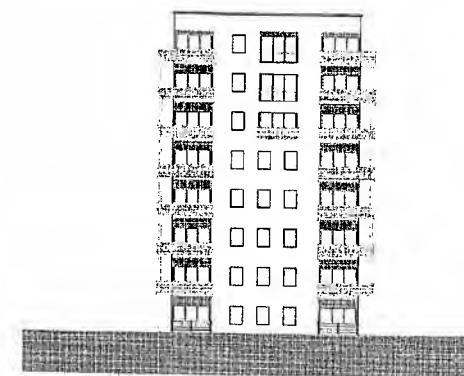
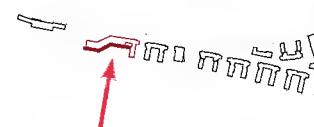
1 : 400  
FLOOR PLANS



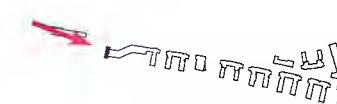
## Block B/C



East



South



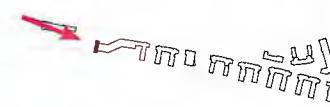
## Block B/C

Not Available

East



South

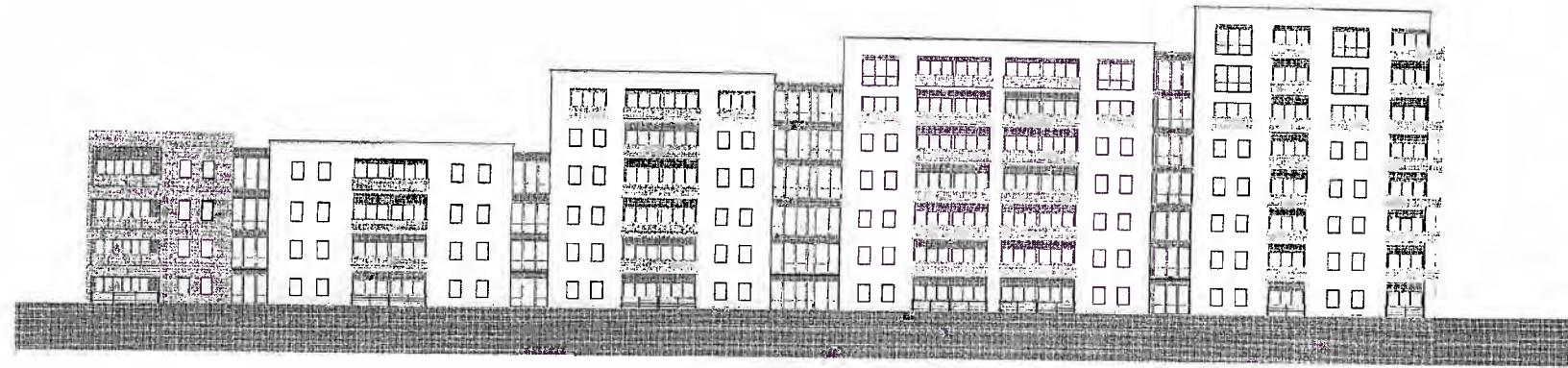


Contract Elevations

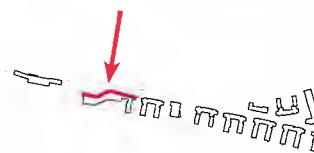
1:500



## Block B/C



West



Not Available

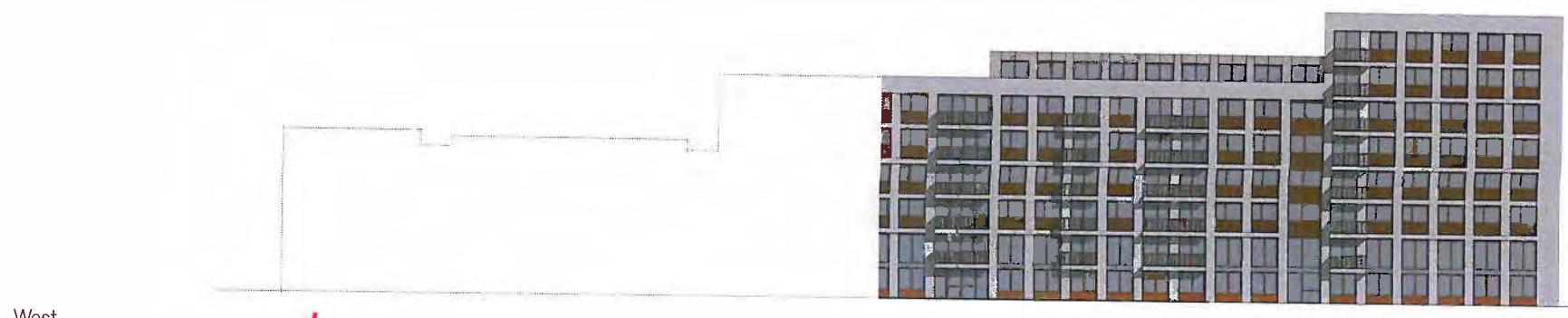
North



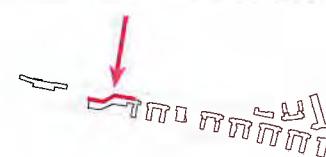
Consented Elevations Drawing number AEL10B

1:500

## Block B/C



West



Not Available

North



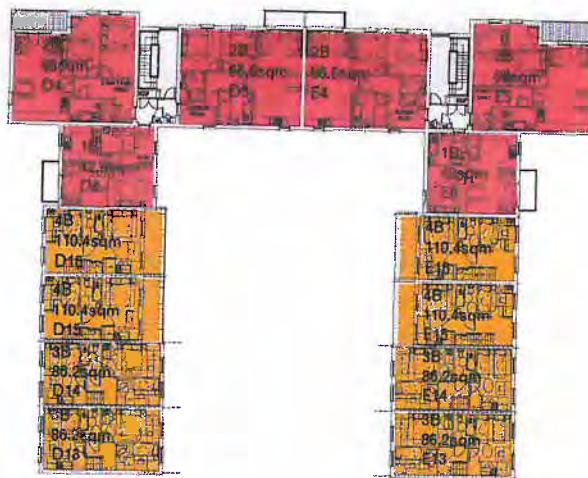
Contract Elevations

1:500

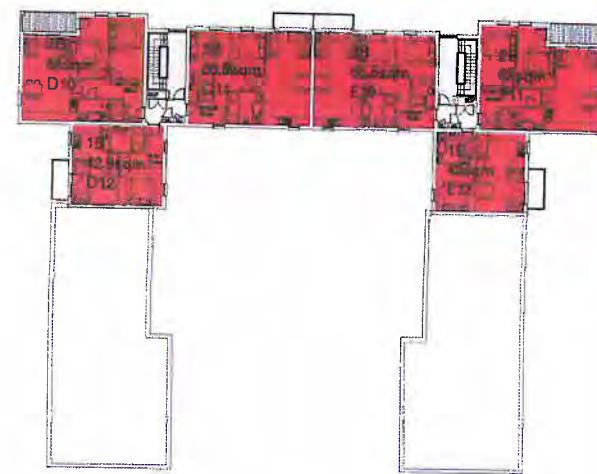
## Blocks D & E

### Tenure Mix

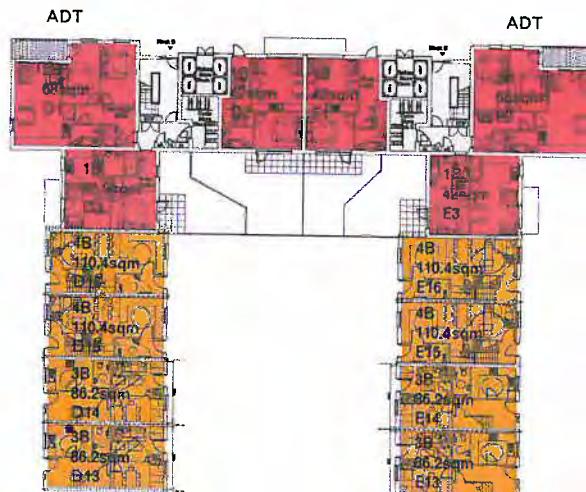
- private sale
- shared ownership
- social rent



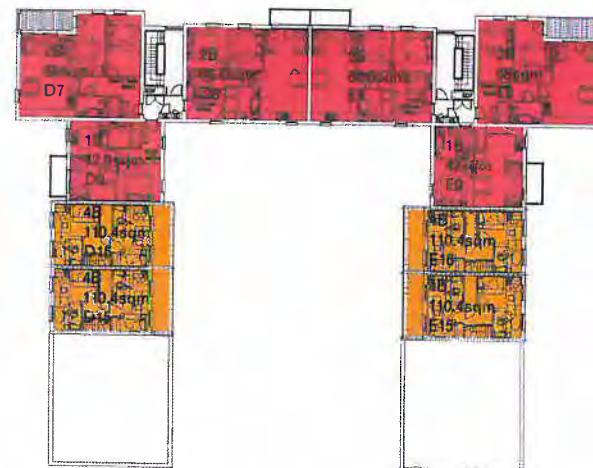
First Floor



Third Floor



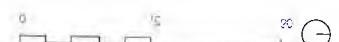
Ground Floor



Second Floor

Consented Plans Drawing number APL10B

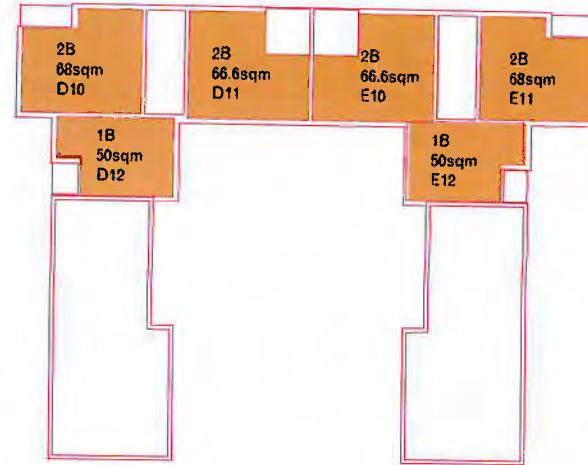
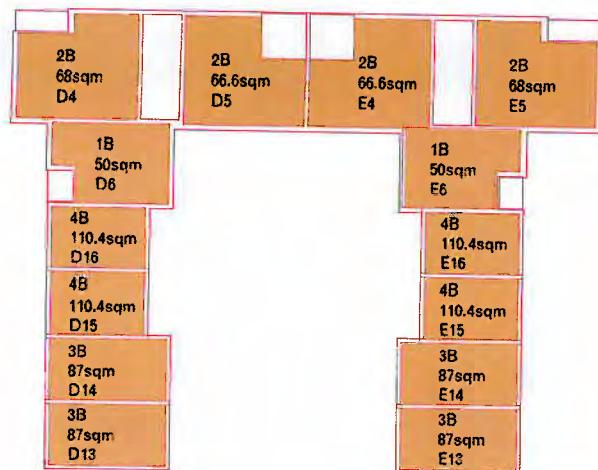
1 : 400  
FLOOR PLANS



## Blocks D & E

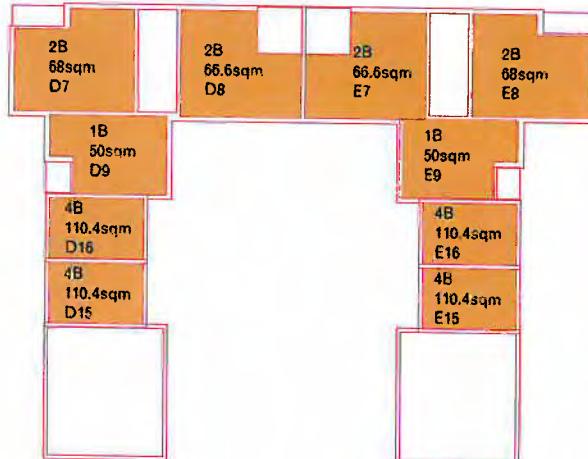
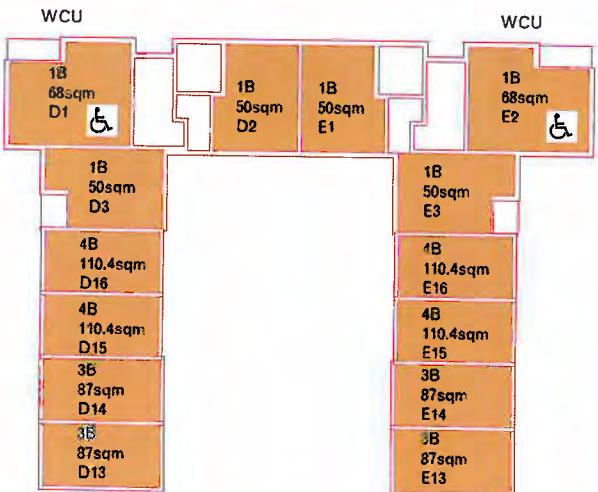
### Tenure Mix

- private sale
- shared ownership
- social rent



First Floor

Third Floor



Ground Floor

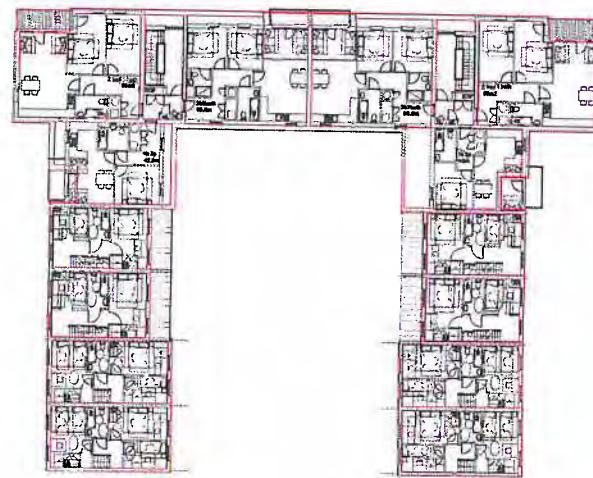
Second Floor

## Contract Plans

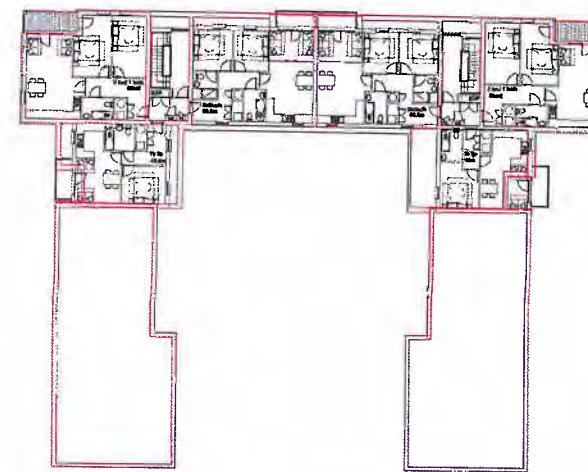
1:400  
FLOOR PLANS



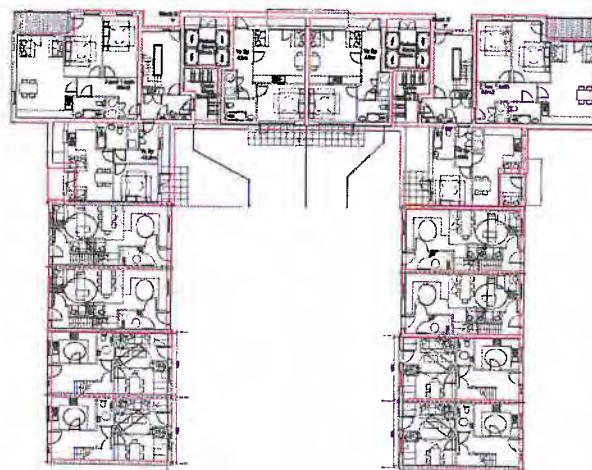
## Blocks D & E



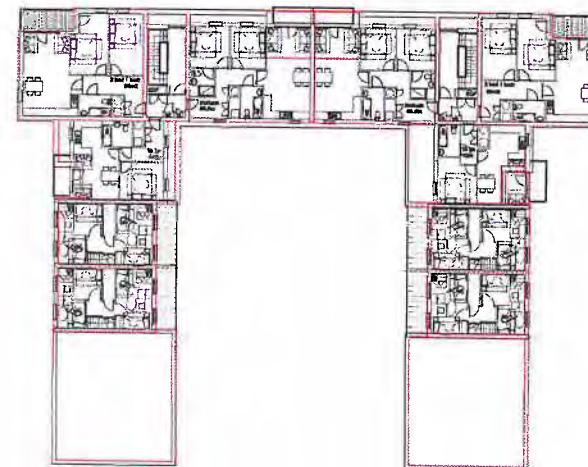
First Floor



Third Floor



Ground Floor



Second Floor

Composite Plans (Contract red, consented grey)



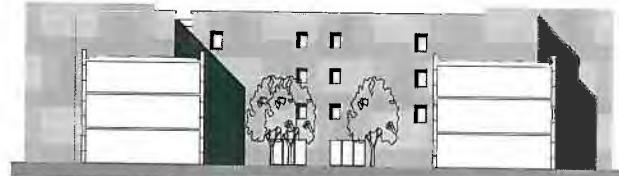
## Blocks D & E



West



North



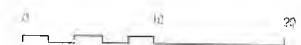
East



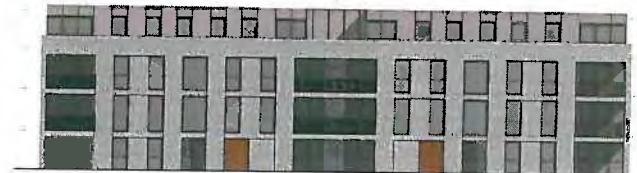
South

Consented Elevations Drawing number AEL13A

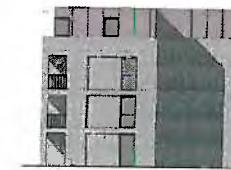
1 : 400  
ELEVATIONS



## Blocks D & E



West



North

Not Available

Not Available

East



South



Contract Elevations

1:400  
ELEVATIONS



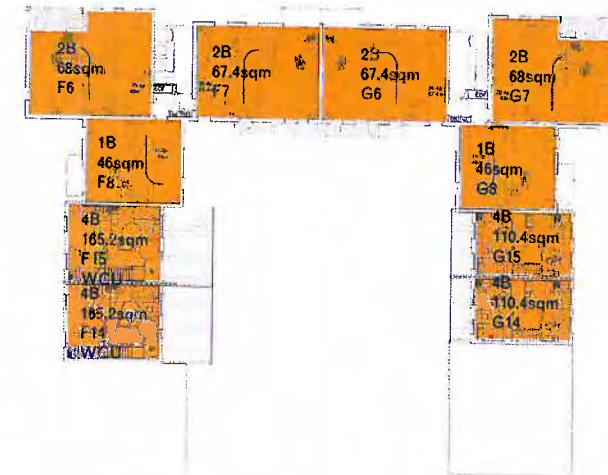
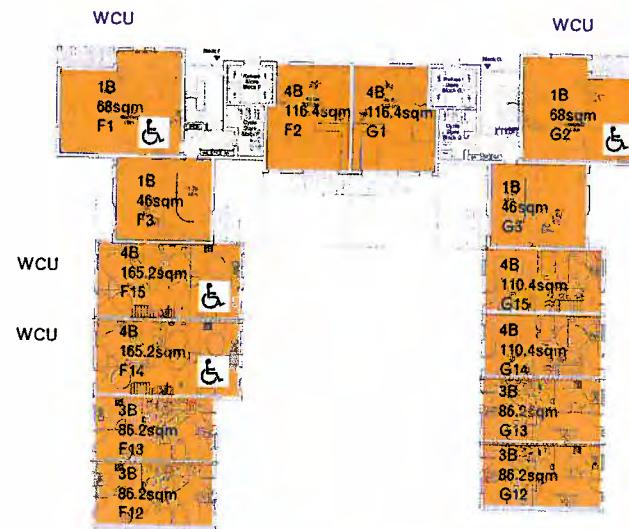
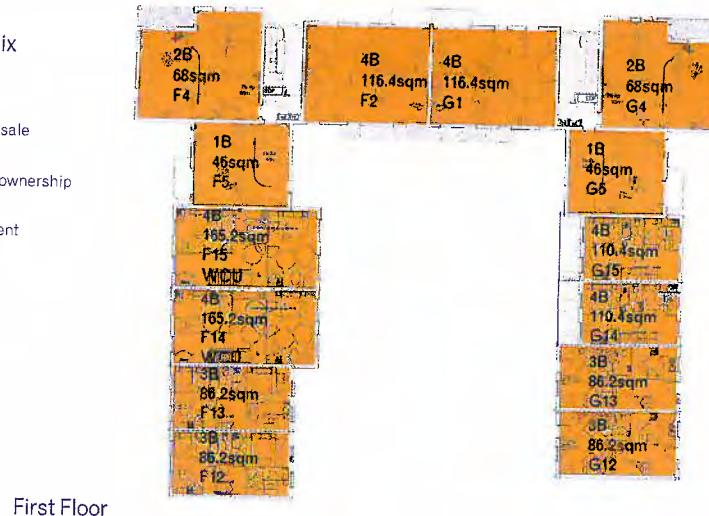
# Blocks F & G

## Tenure Mix

private sale

shared ownership

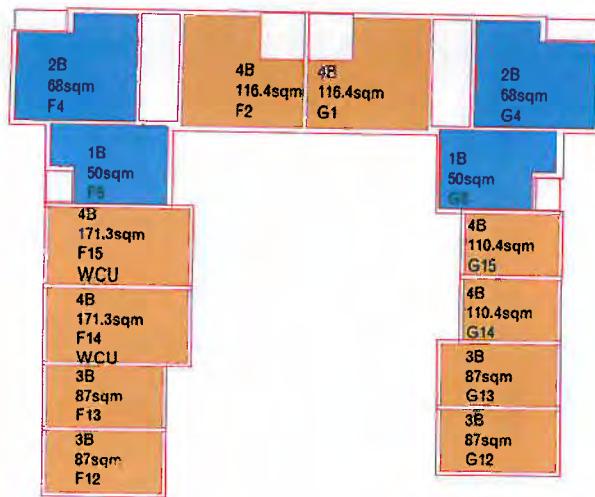
social rent



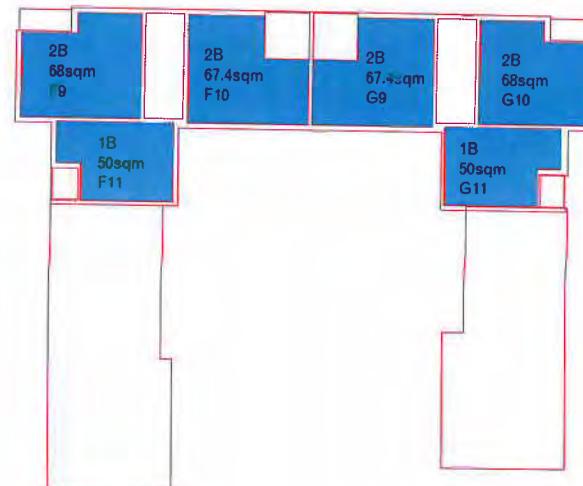
## Blocks F & G

### Tenure Mix

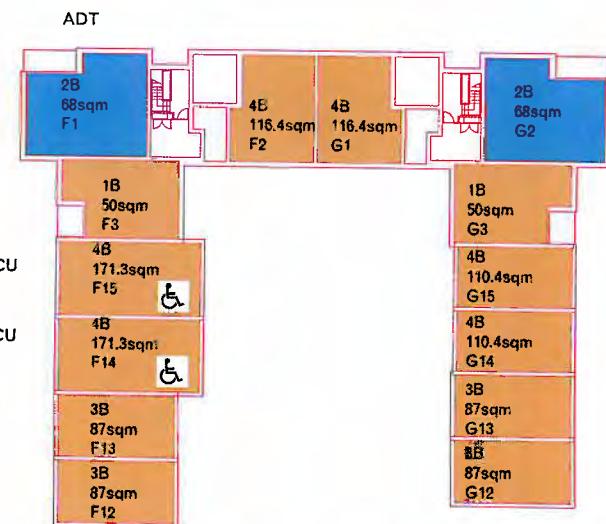
- private sale
- shared ownership
- social rent



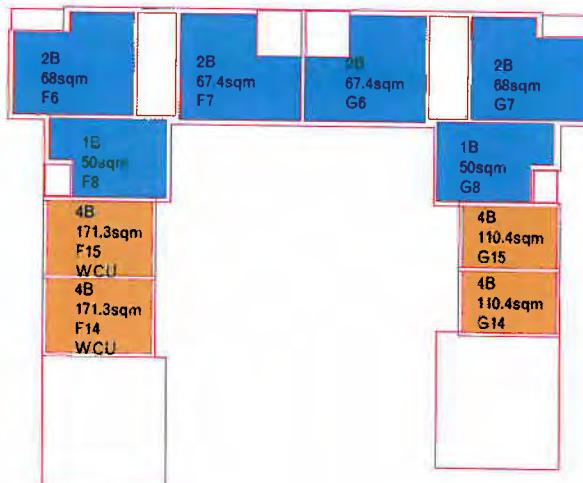
First Floor



Third Floor



Ground Floor



Second Floor

## Contract Plans

1 : 400  
FLOOR PLANS



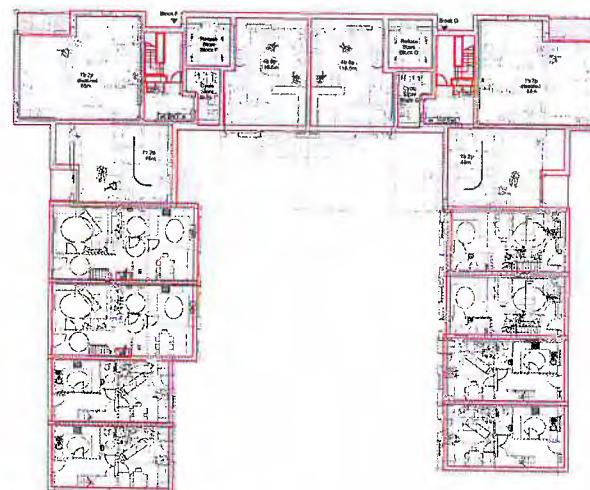
## Blocks F & G



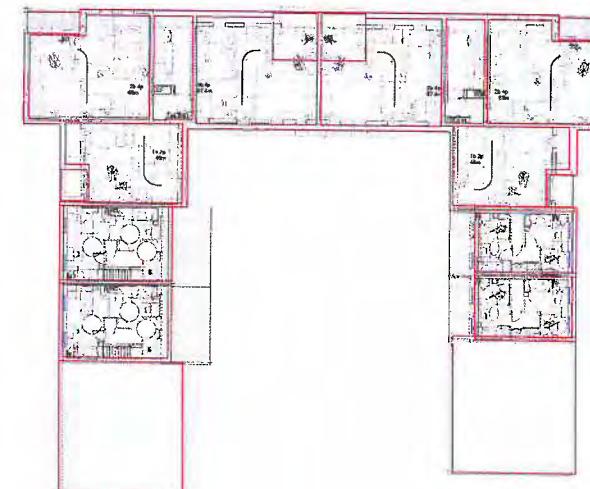
First Floor



Third Floor



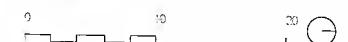
Ground Floor



Second Floor

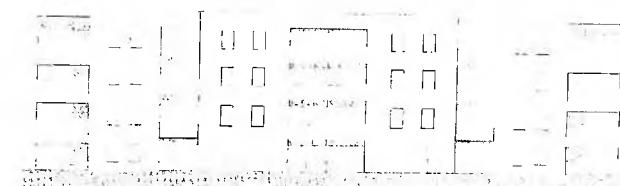
Composite Plans (Contract red, consented grey)

1:400  
FLOOR PLANS





## Blocks F & G



West



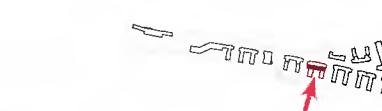
North



East



South

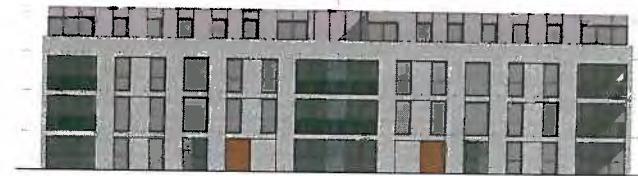


Consented Elevations Drawing number AEL14B

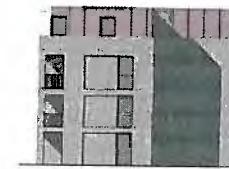
1 : 400  
ELEVATIONS

0 10 20

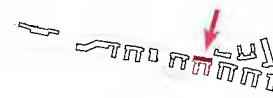
## Blocks F & G



West



North



Not Available



Not Available

East



South



Contract Elevations

1 : 400  
ELEVATIONS  
0 10 20

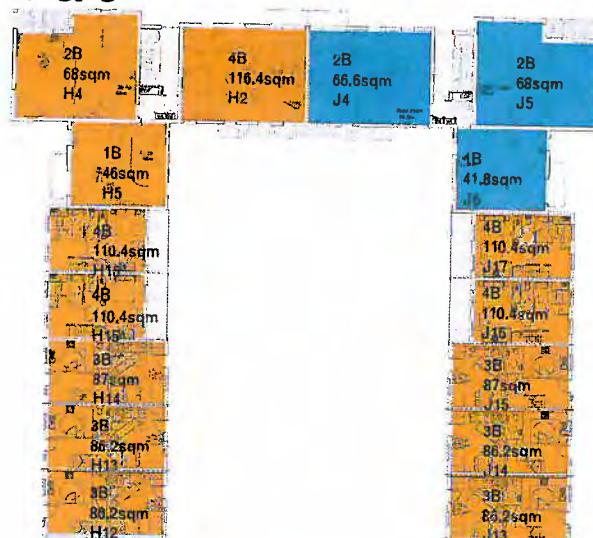
## Blocks H & J

### Tenure Mix

private sale

shared ownership

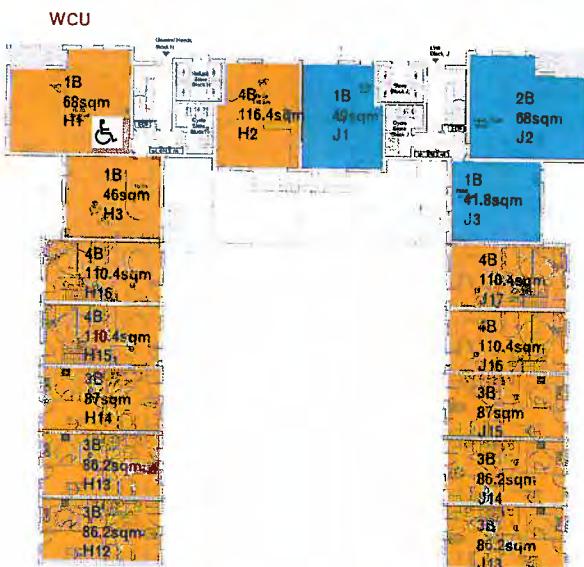
social rent



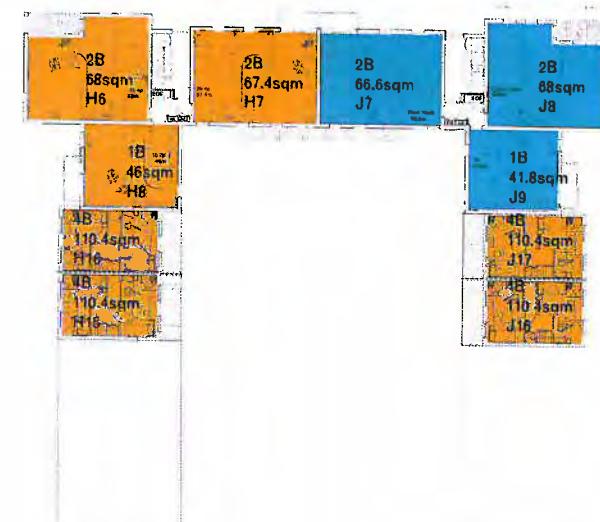
First Floor



Third Floor



Ground Floor

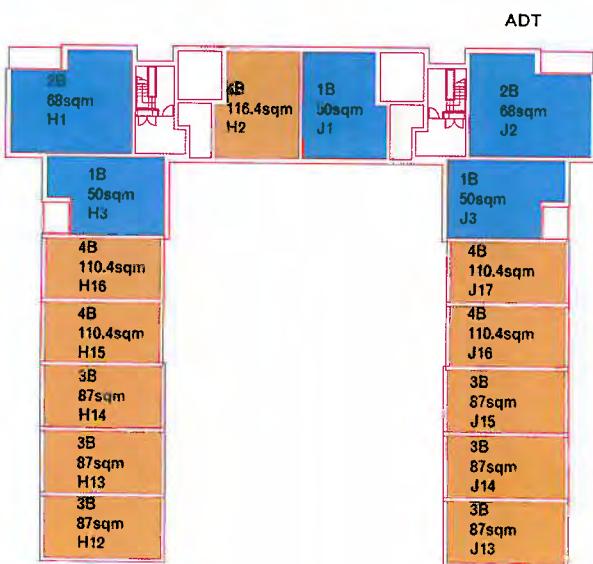
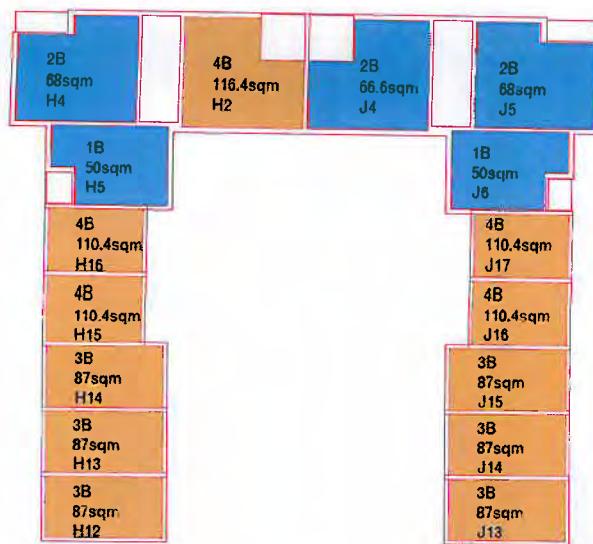


Second Floor

# Blocks H & J

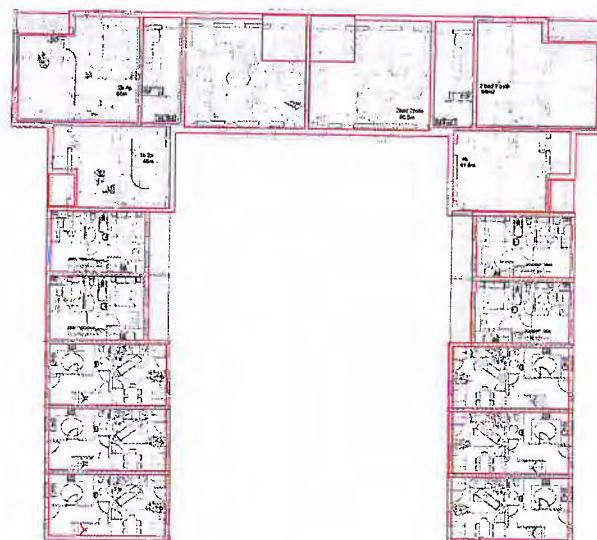
## Tenure Mix

- private sale
- shared ownership
- social rent

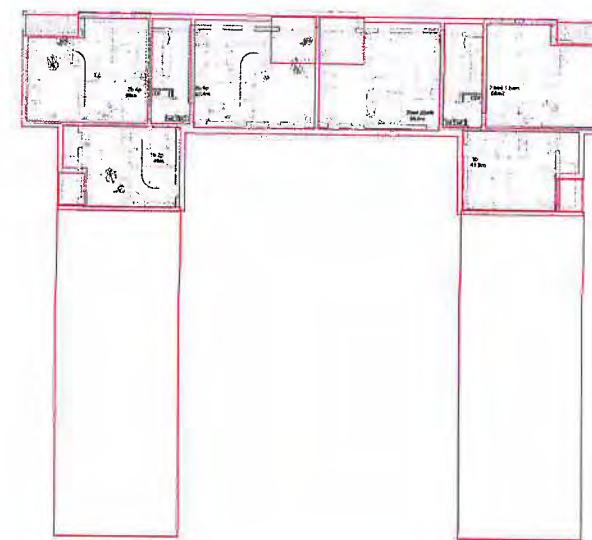


# Contract Plans

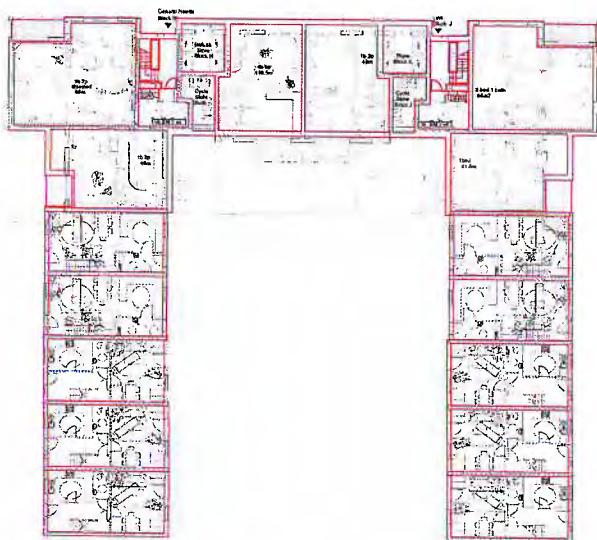
## Blocks H & J



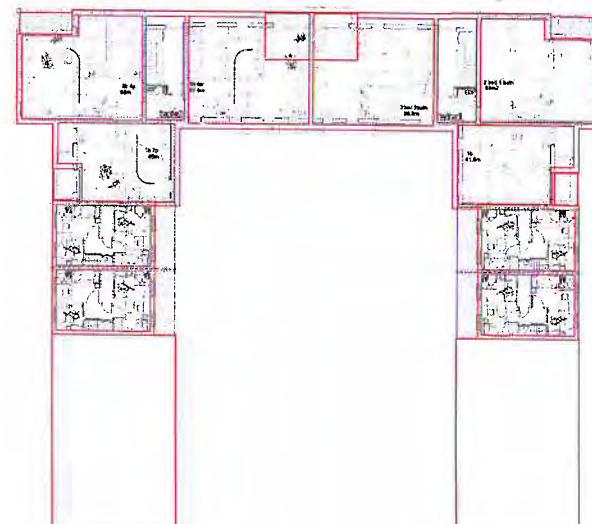
First Floor



Third Floor



Ground Floor



Second Floor

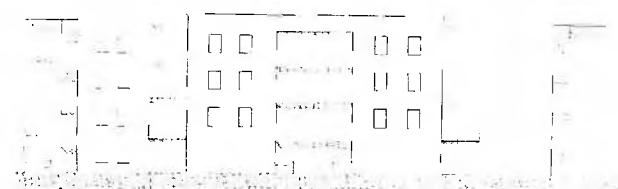
Composite Plans (Contract red, consented grey)

1:400  
FLOOR PLANS





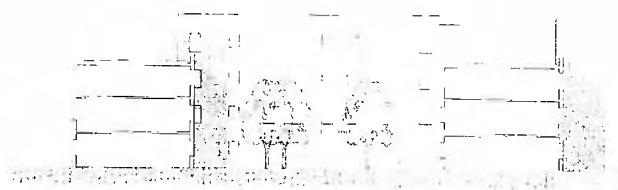
## Blocks H & J



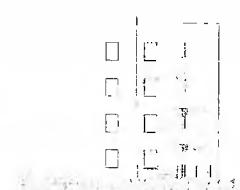
West



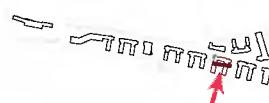
North



East



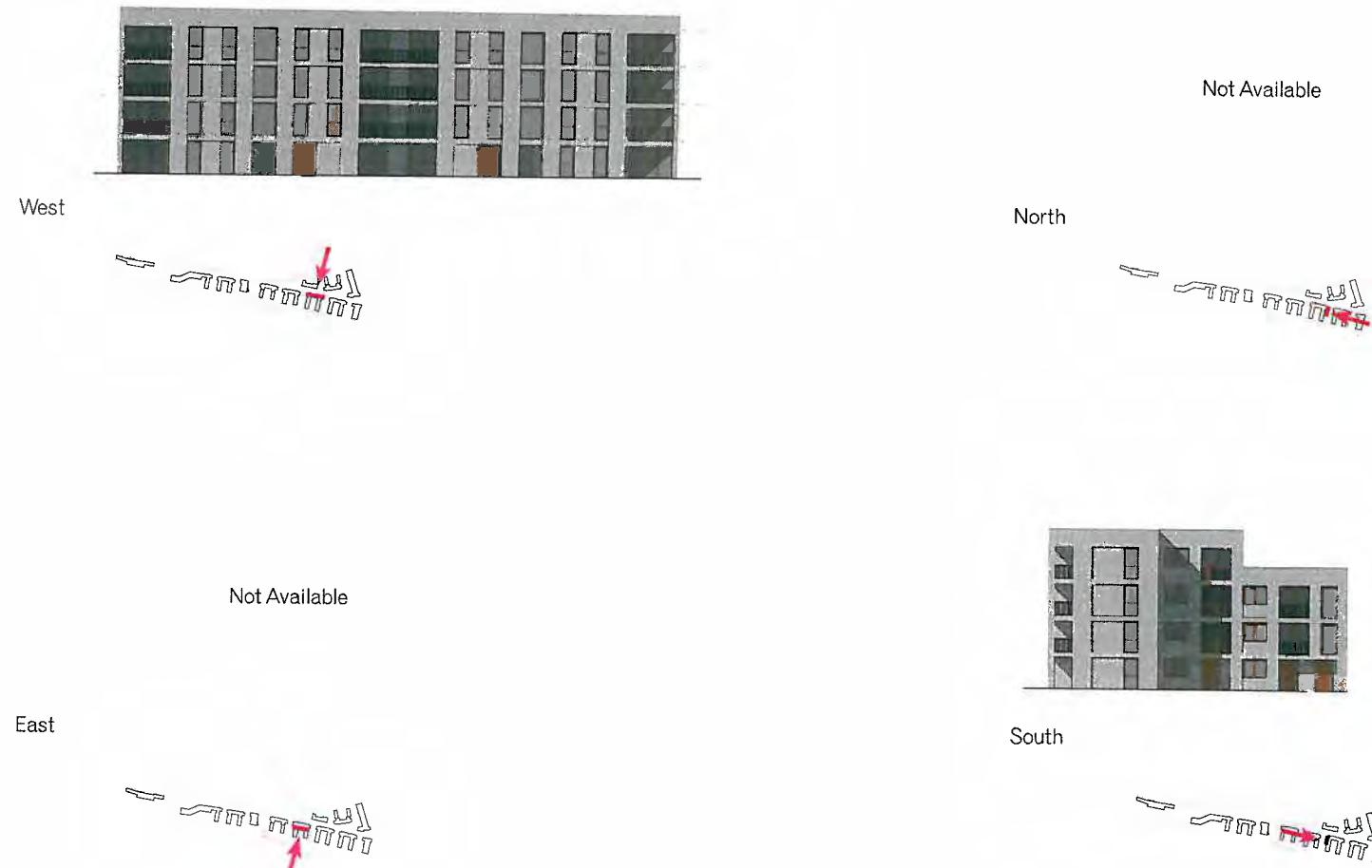
South



Consented Elevations Drawing number AEL15B

1:400  
ELEVATIONS  
0 10 20

## Blocks H & J



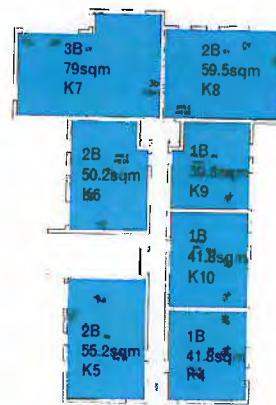
Contract Elevations

1:400  
ELEVATIONS  
0 0 20

# Block K

## Tenure Mix

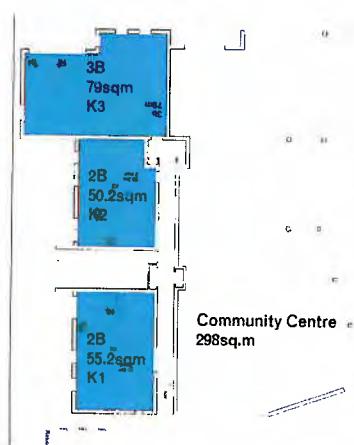
- █ private sale
- █ shared ownership
- █ social rent



First Floor



Third Floor



Ground Floor

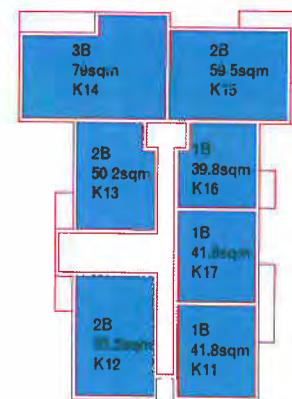
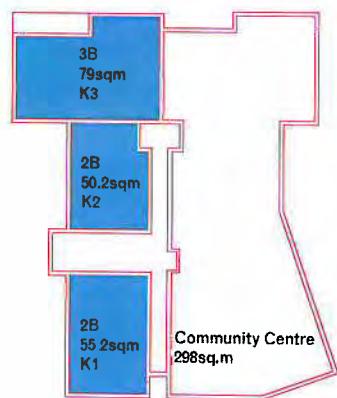
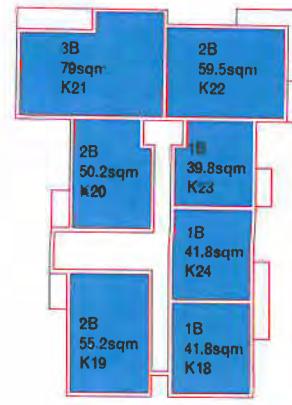
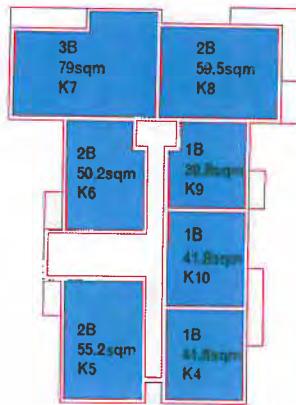


Second Floor

# Block K

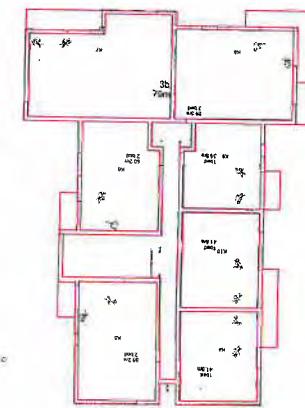
## Tenure Mix

- █ private sale
- █ shared ownership
- █ social rent

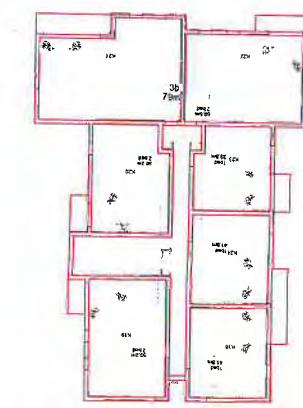


# Contract Plans

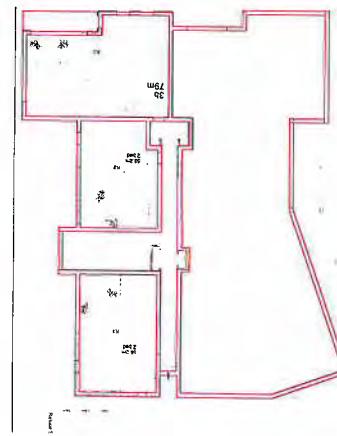
## Block K



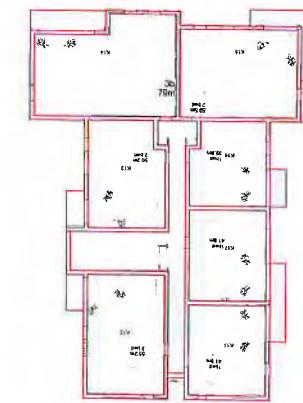
First Floor



Third Floor



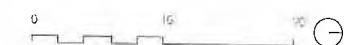
## Ground Floor



## Second Floor

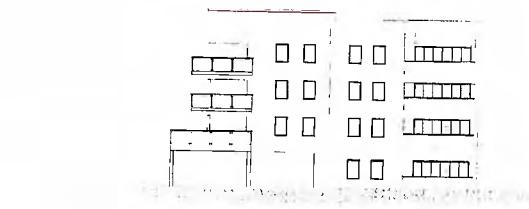
## Composite Plans (Contract red, consented grey)

1:400  
FLOOR PLANS





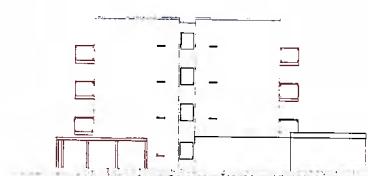
## Block K



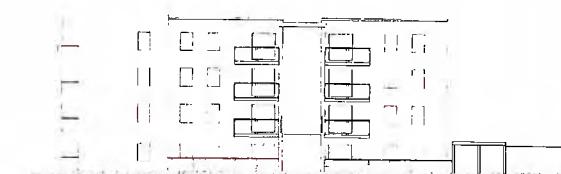
West



North



East



South

Consented Elevations Drawing number AEL16B

1:400  
ELEVATIONS  
0 10 20

## Block K



West



Not Available

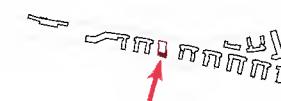
North



Not Available

Not Available

East



South



Contract Elevations

1 : 400  
ELEVATIONS  
0 10 20

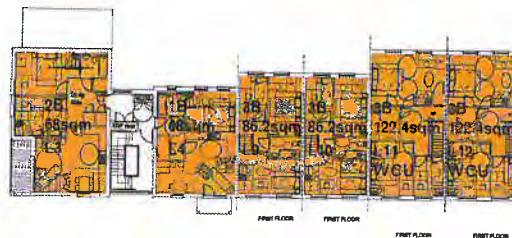
## Block L

### Tenure Mix

private sale

shared ownership

social rent



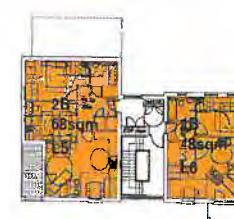
First Floor



Third Floor



Ground Floor

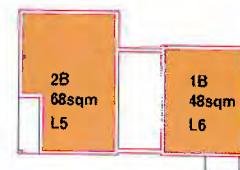
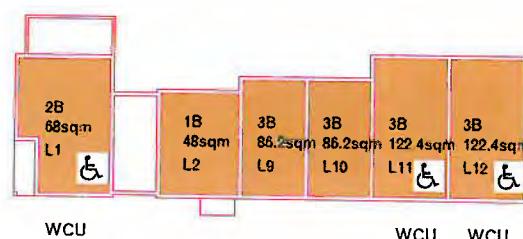
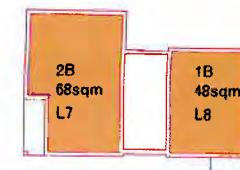


Second Floor

# Block L

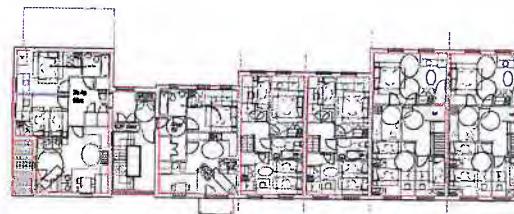
## Tenure Mix

- █ private sale
- █ shared ownership
- █ social rent



## Contract Plans

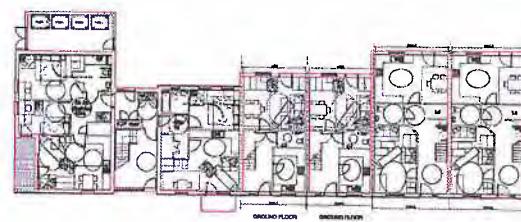
## Block L



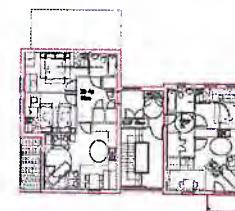
First Floor



Third Floor



Ground Floor



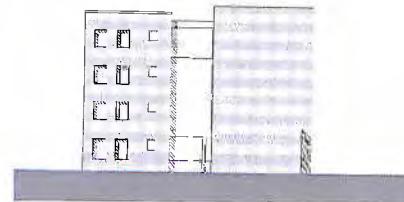
Second Floor

Composite Plans (Contract red, consented grey)

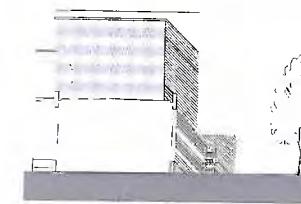
1:400  
FLOOR PLANS  
0 10 20 30 40

Block L

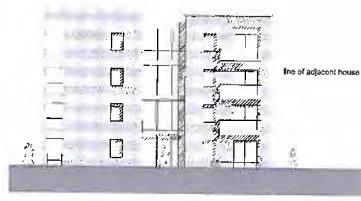
## Block L



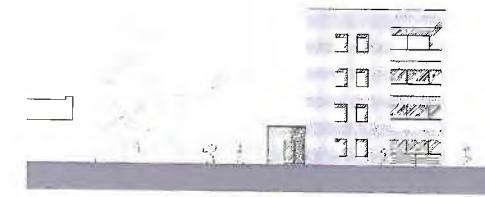
West



North



East



South



Consented Elevations Drawing number AEL17A

1:400  
ELEVATIONS



## Block L

Not Available

Not Available

West



North



Not Available

Not Available

East



South

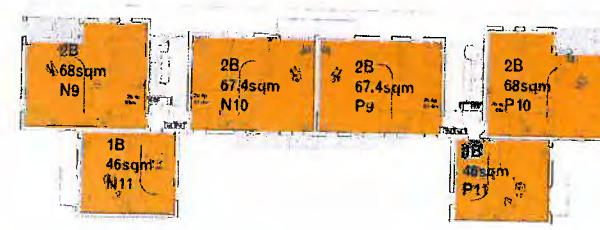
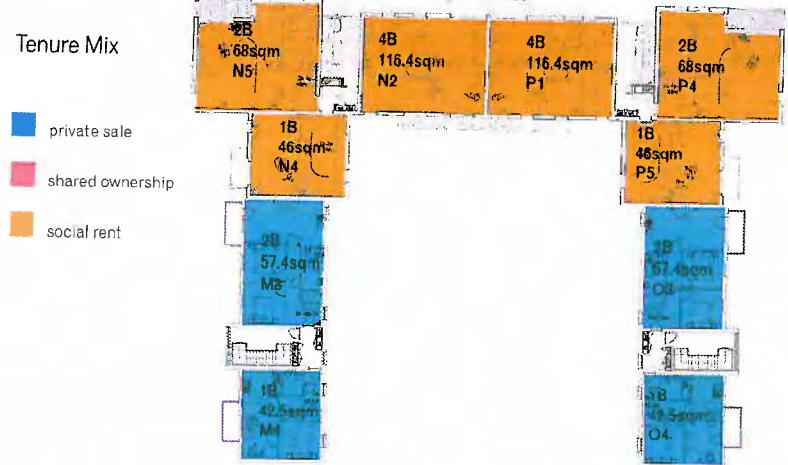


Contract Elevations

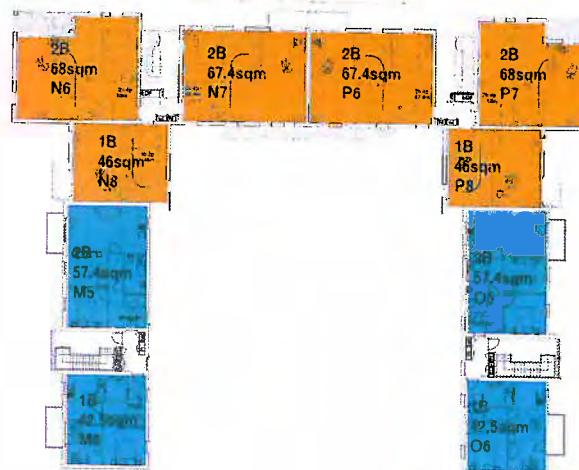
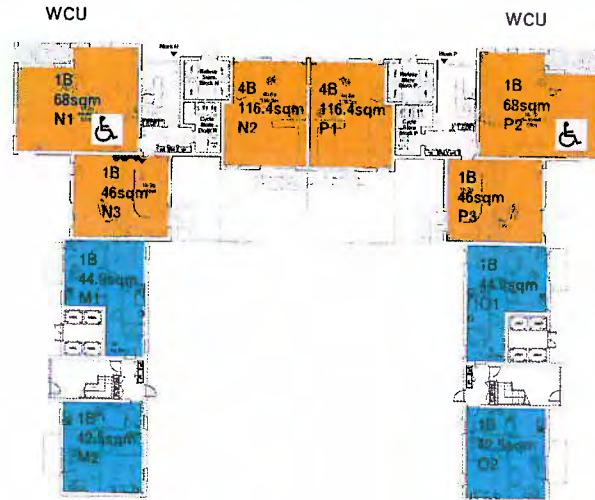
1:400  
ELEVATIONS



## Blocks M,N,O &amp; P



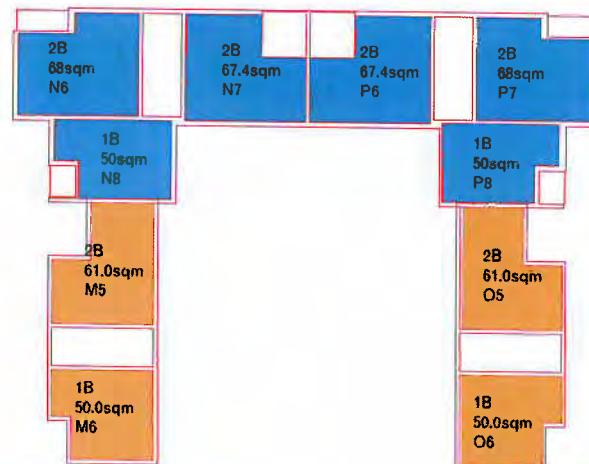
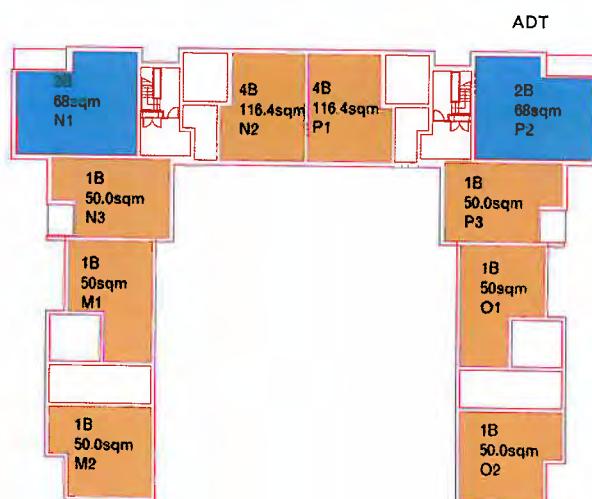
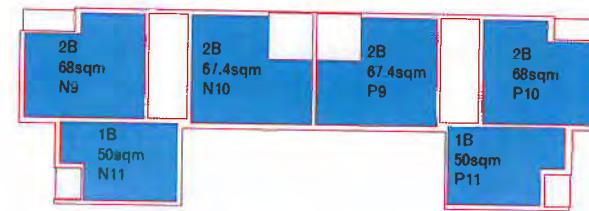
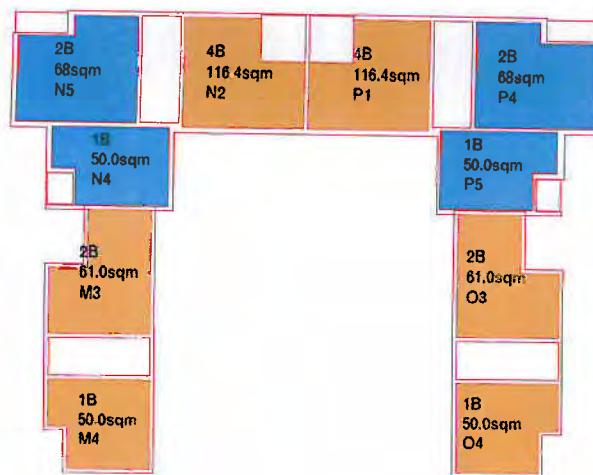
Third Floor



## Blocks M,N,O & P

### Tenure Mix

- private sale (blue)
- shared ownership (pink)
- social rent (orange)

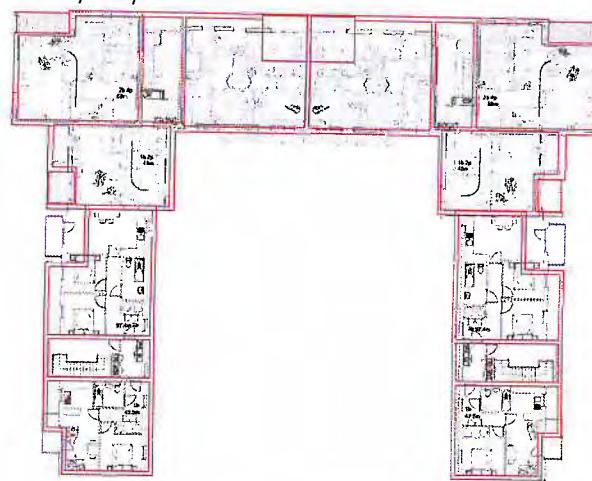


## Contract Plans

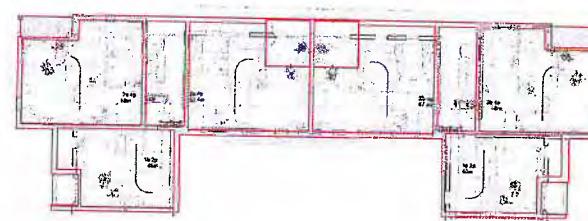
1:400  
FLOOR PLANS



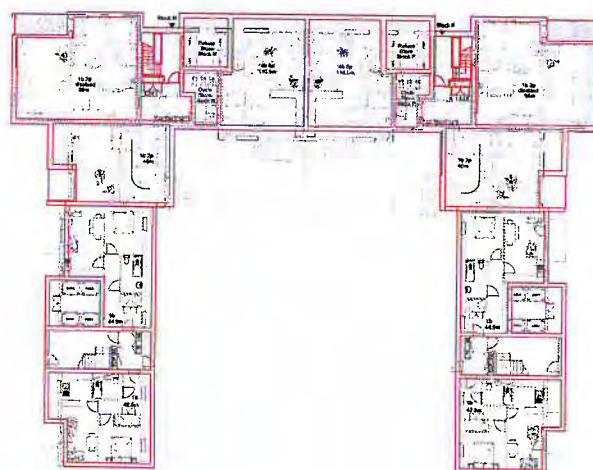
## Blocks M,N,O & P



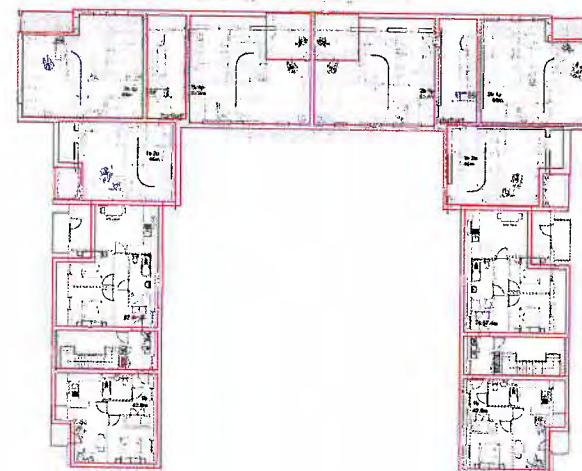
First Floor



### Third Floor



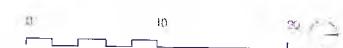
## Ground Floor



## Second Floor

## Composite Plans (Contract red, consented grey)

1 : 400  
FLOOR PLANS





2m  
Catted Greyboard Stadium

# Blocks M,N,O & P



West



North



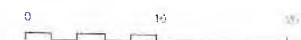
East



South

Consented Elevations Drawing number AEL18C

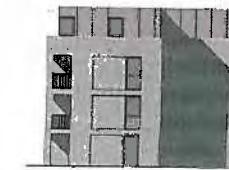
1:400  
ELEVATIONS



## Blocks M,N,O & P



West



North



Not Available



Not Available

East



South



Contract Elevations

1:400  
ELEVATIONS



# Blocks R & S

## Tenure Mix

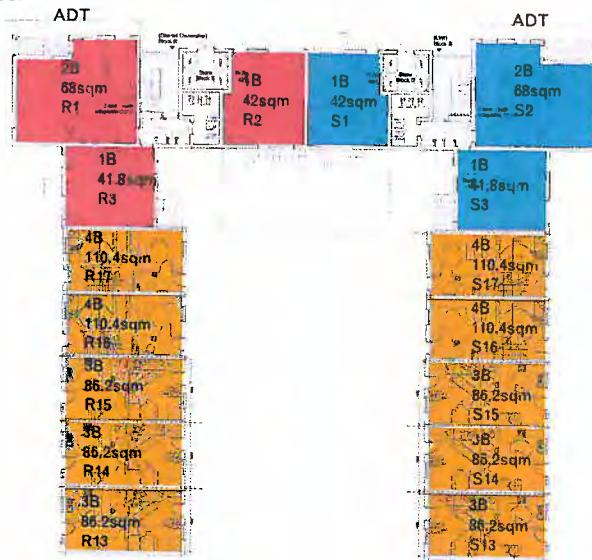
private sale

shared ownership

social rent



## First Floor



## Third Floor



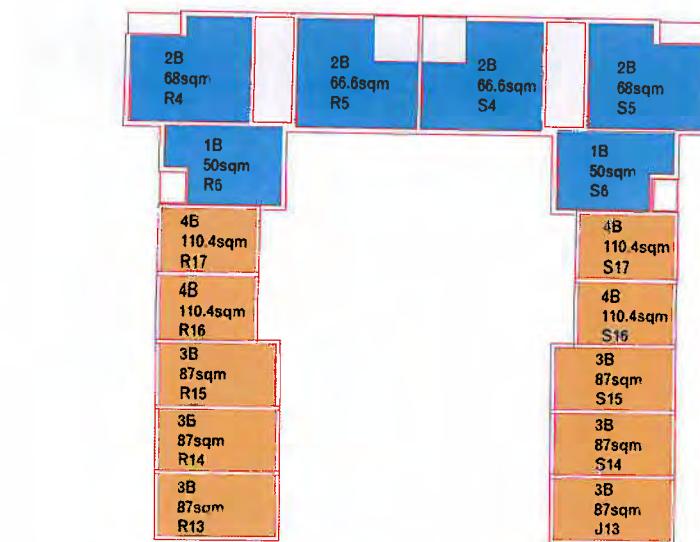
## Ground Floor

## Second Floor

## Blocks R & S

### Tenure Mix

- private sale
- shared ownership
- social rent

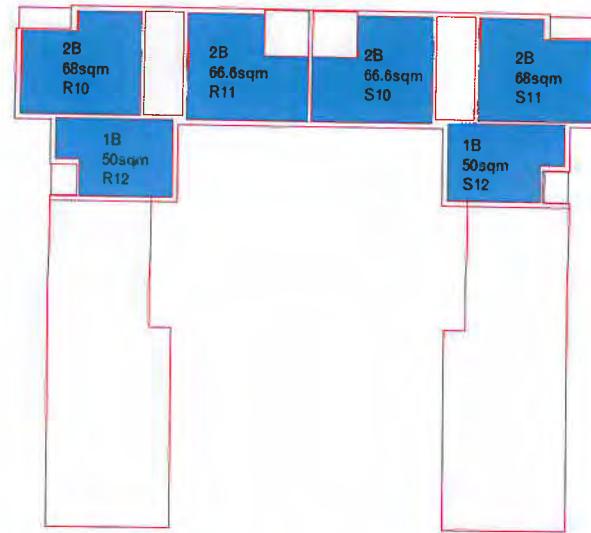


First Floor

ADT ADT



Ground Floor



Third Floor



Second Floor

## Contract Plans

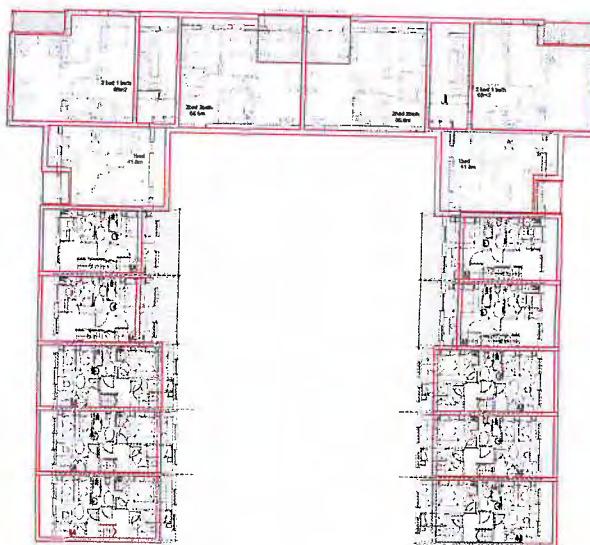
1:400  
FLOOR PLANS



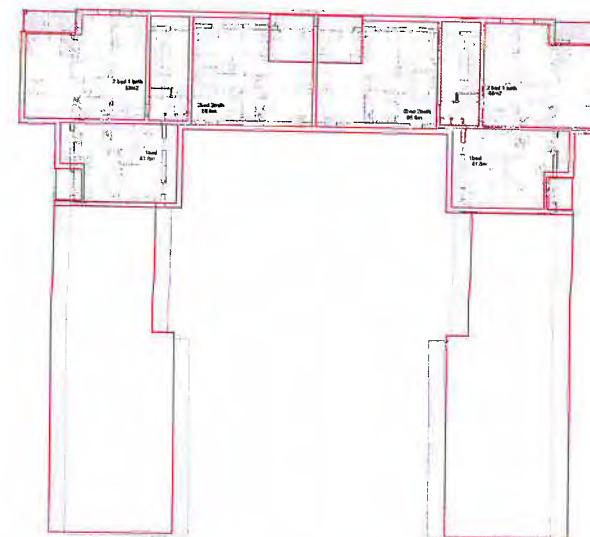
## Blocks R &amp; S

## Tenure Mix

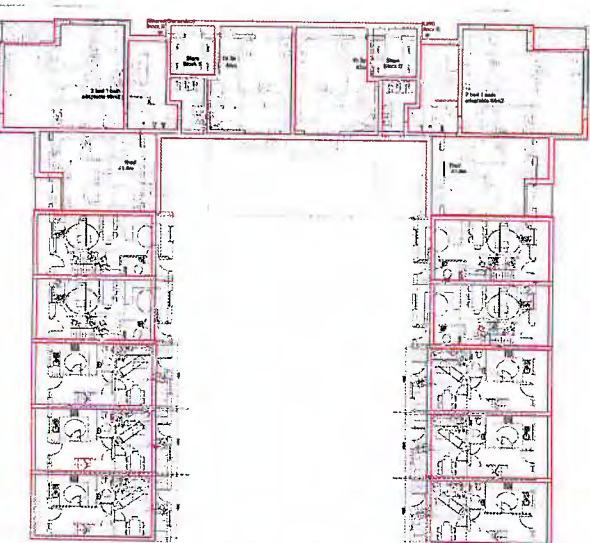
- █ private sale
- █ shared ownership
- █ social rent



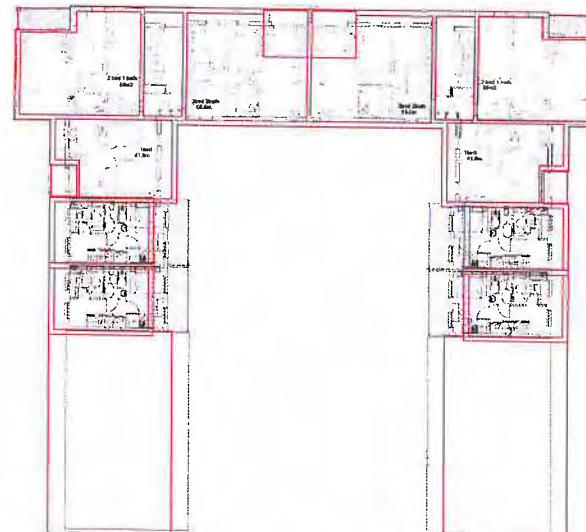
First Floor



Third Floor



Ground Floor



Second Floor

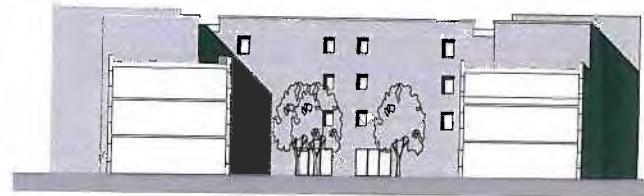
Composite Plans (Contract red, consented grey)

1:400  
FLOOR PLANS





## Blocks R & S



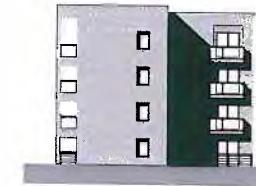
West



North



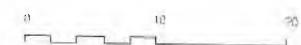
East



South

Consented Elevations Drawing number AEL19A

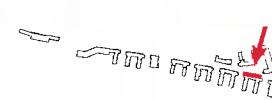
1 : 400  
ELEVATIONS



## Blocks R & S



West



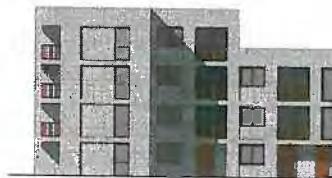
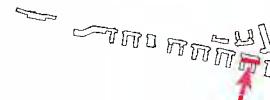
Not Available

North



Not Available

East



South



Contract Elevations

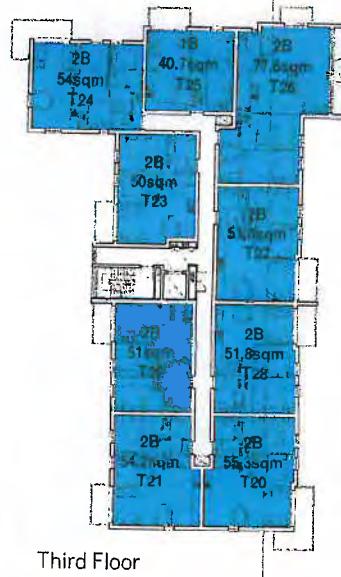
1:400  
ELEVATIONS



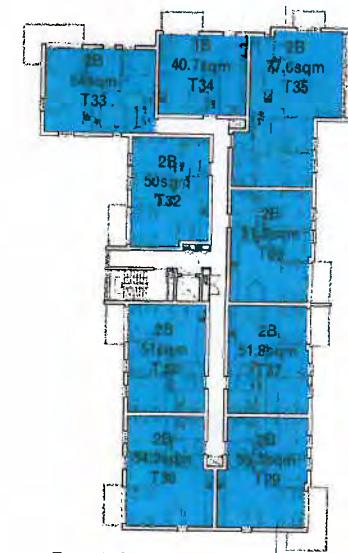
## Block T

## Tenure Mix

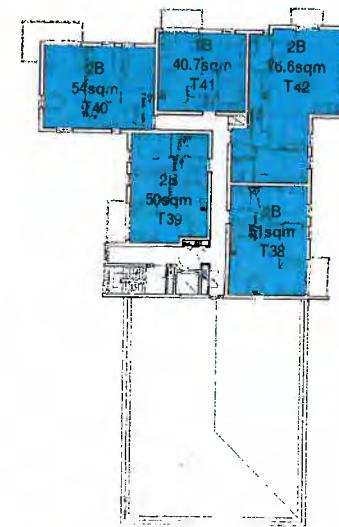
- private sale
- shared ownership
- social rent



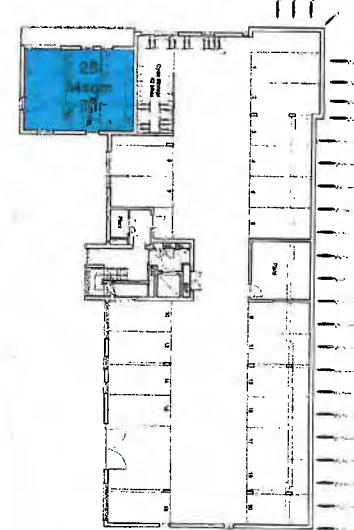
Third Floor



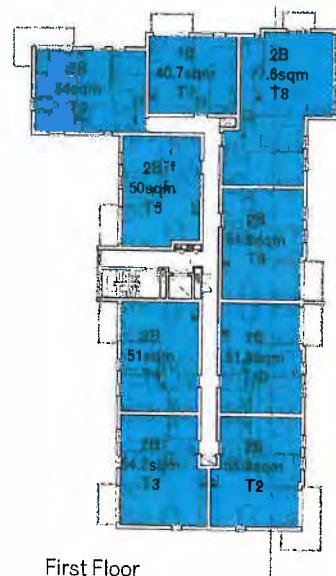
Fourth Floor



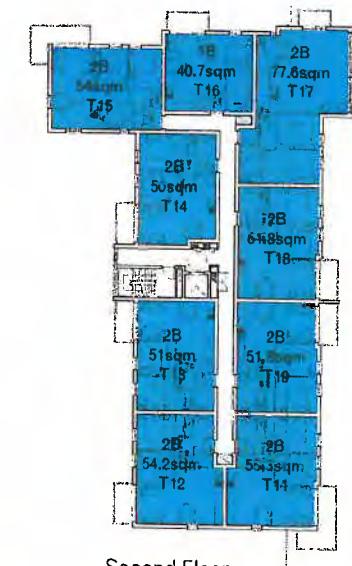
Fifth Floor



Ground Floor



First Floor

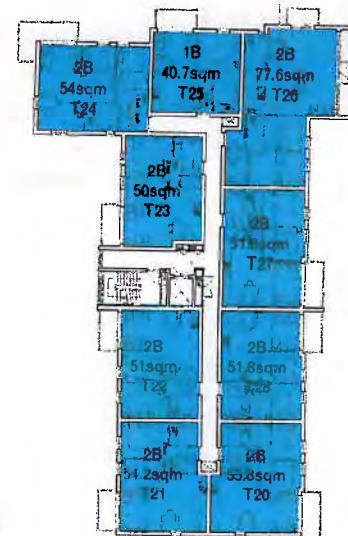


Second Floor

# Block T

## Tenure Mix

- private sale
- shared ownership
- social rent



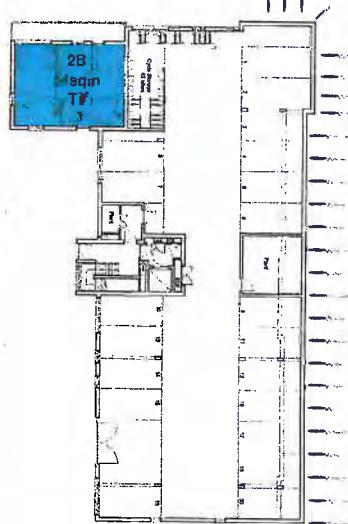
Third Floor



Fourth Floor



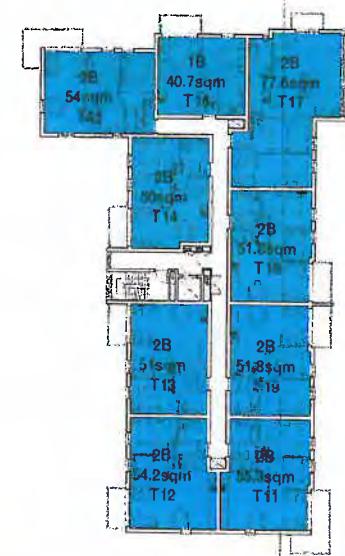
Fifth Floor



Ground Floor



First Floor



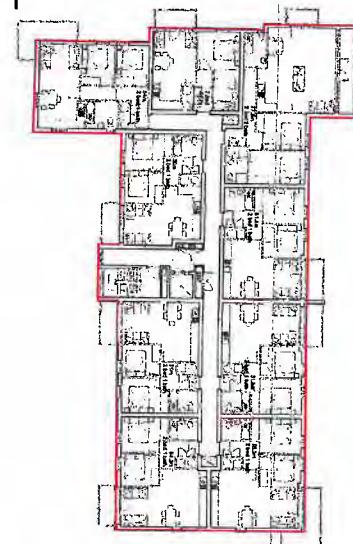
Second Floor

# Contract Plans

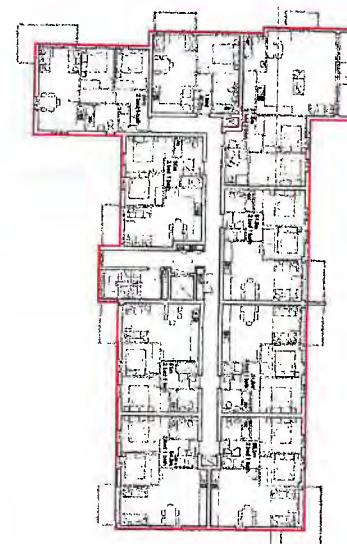
1:400  
FLOOR PLANS



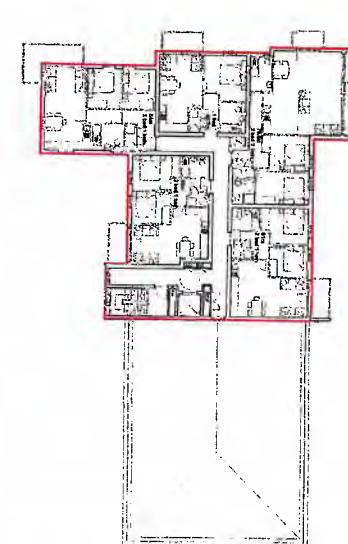
## Block T



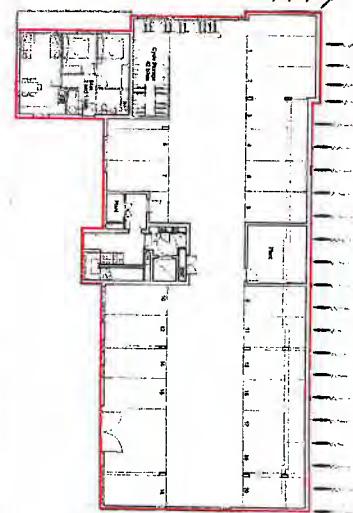
Third Floor



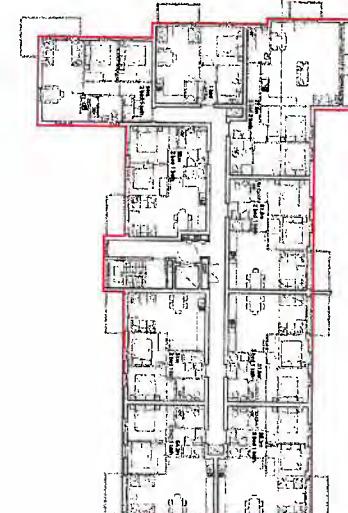
Fourth Floor



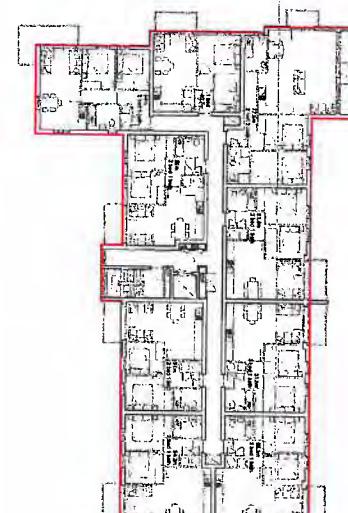
Fifth Floor



Ground Floor



First Floor



Second Floor

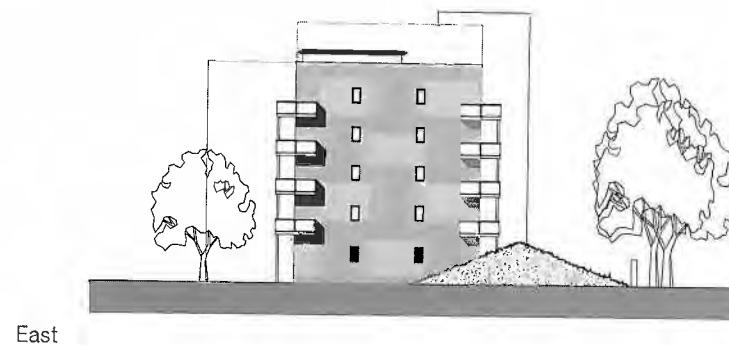
Composite Plans (Contract red, consented grey)

1:400  
FLOOR PLANS



Block T

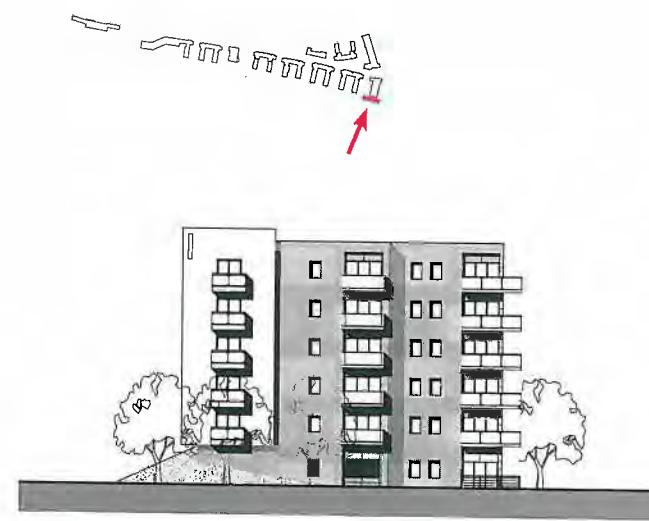
# Block T



East



South



West



North

# Block T

East

South

West

North

Contract Elevations

1:400

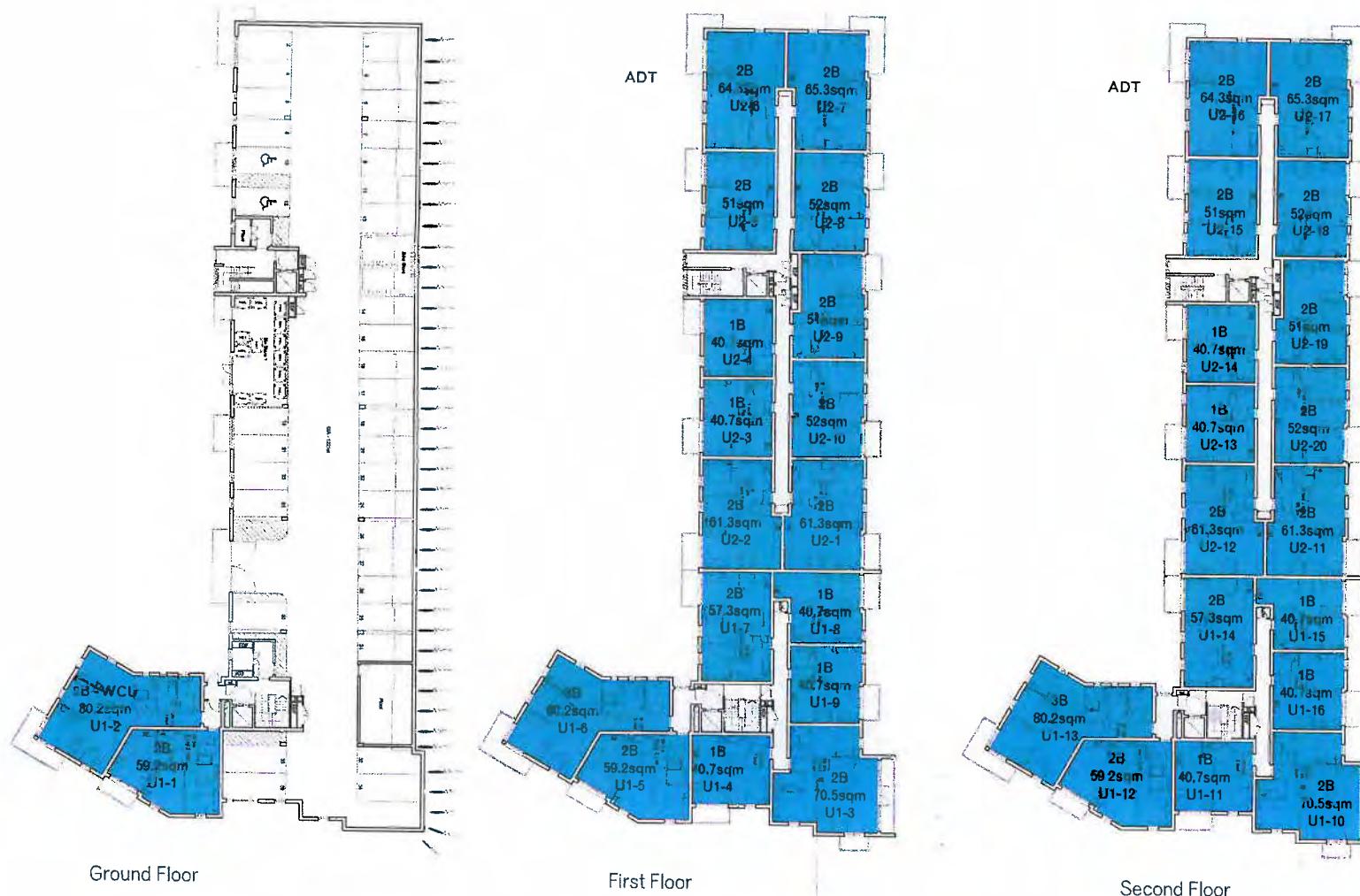
## Block U

## Tenure Mix

- █ private sale
- █ shared ownership
- █ social rent

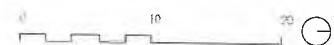


# Block U



Contract Plans

1 : 400  
FLOOR PLANS

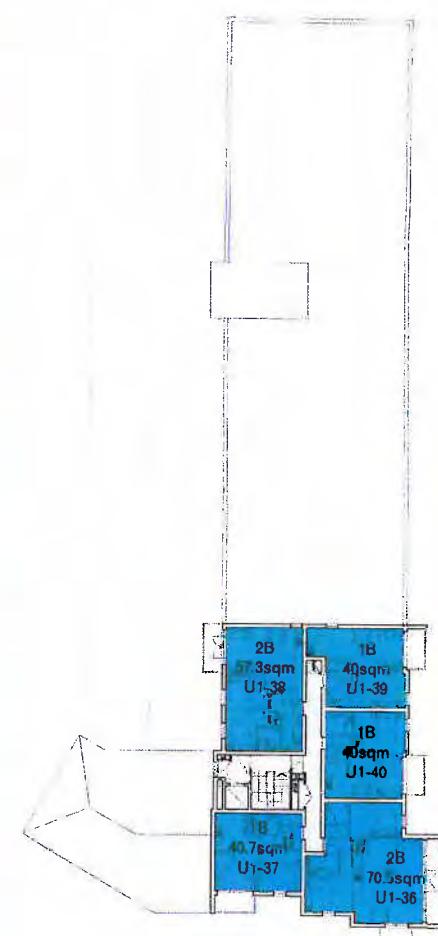
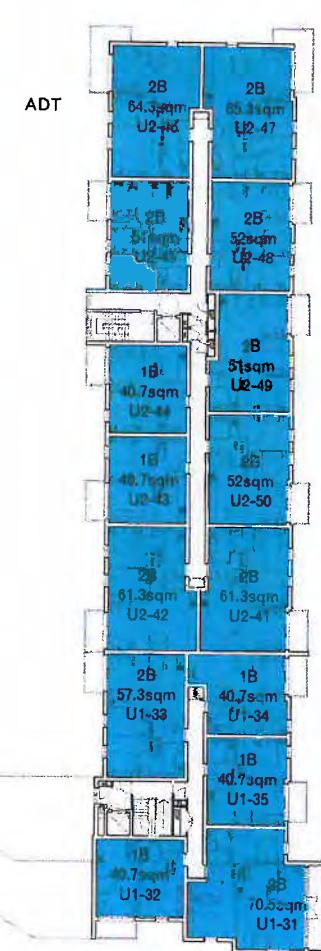
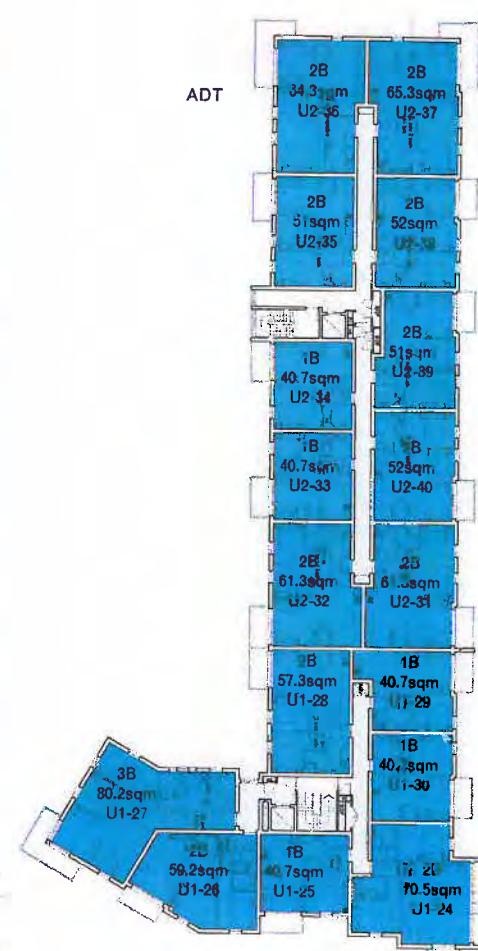
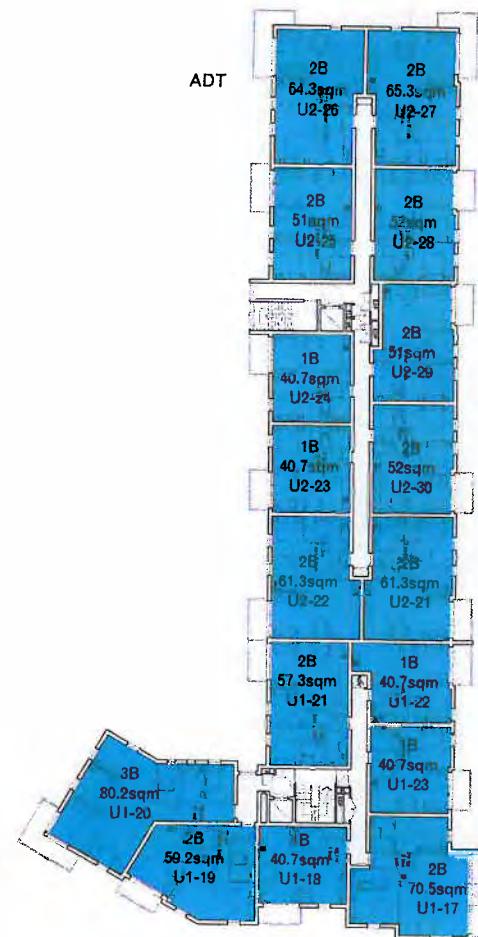


# Block U

## Tenure Mix

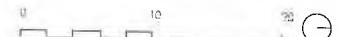


## Block U

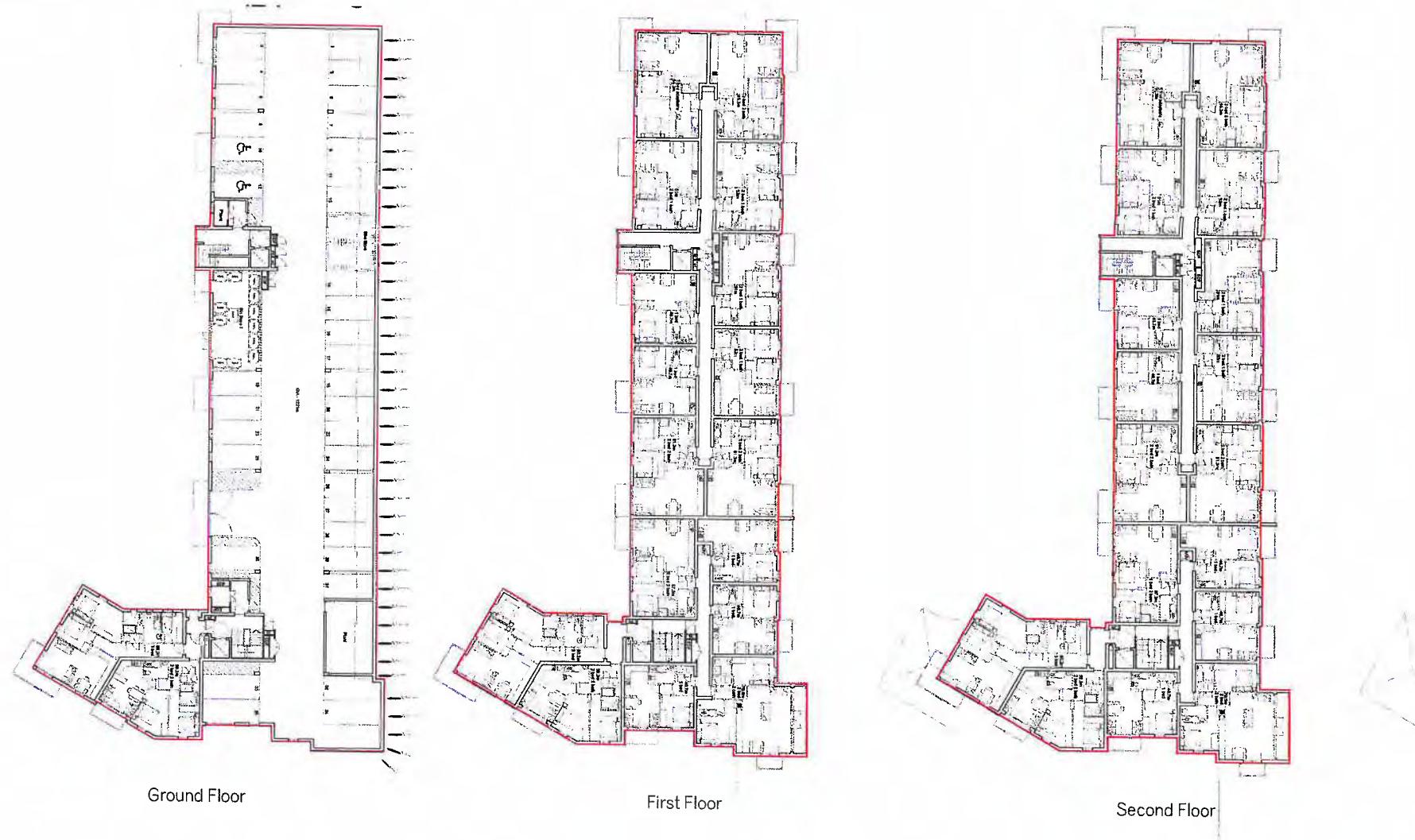


Contract Plans

1 : 400  
FLOOR PLANS



## Block U

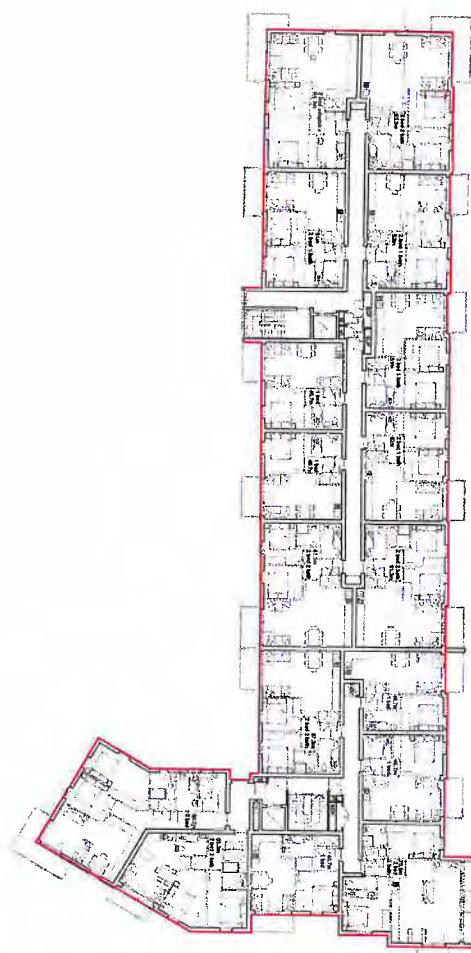


Composite Plans (Contract red, consented grey)

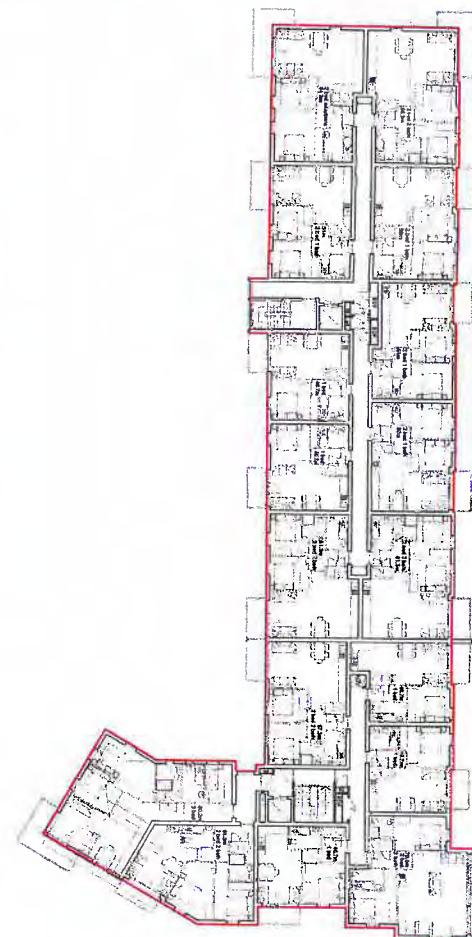
1:400  
FLOOR PLANS



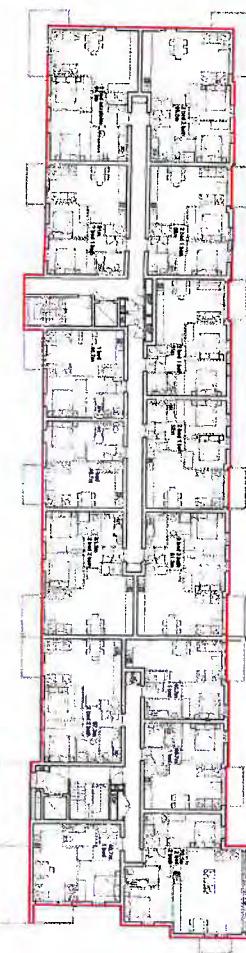
## Block U



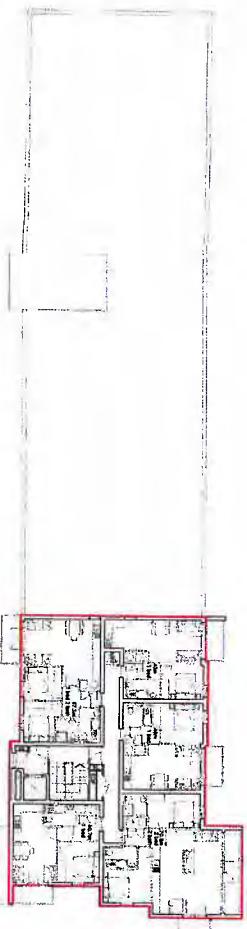
Third Floor



Fourth Floor



Fifth Floor



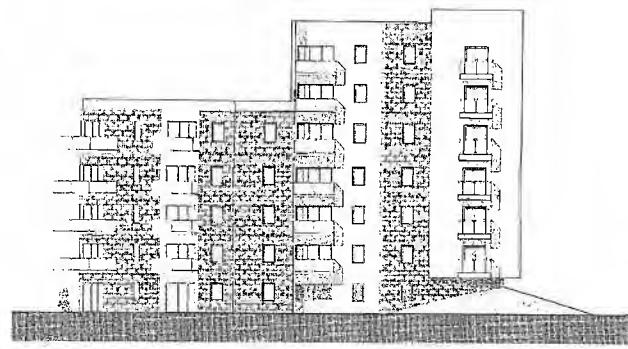
Sixth Floor

Composite Plans (Contract red, consented grey)

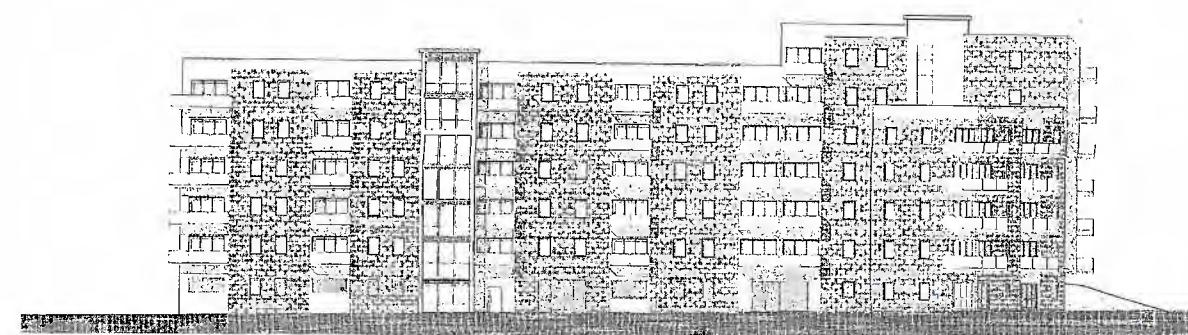
1:400  
FLOOR PLANS



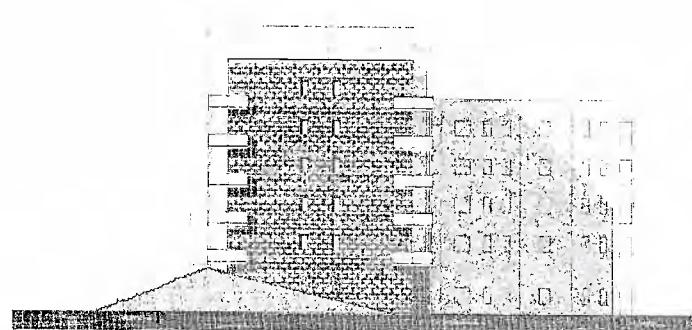
## Block U



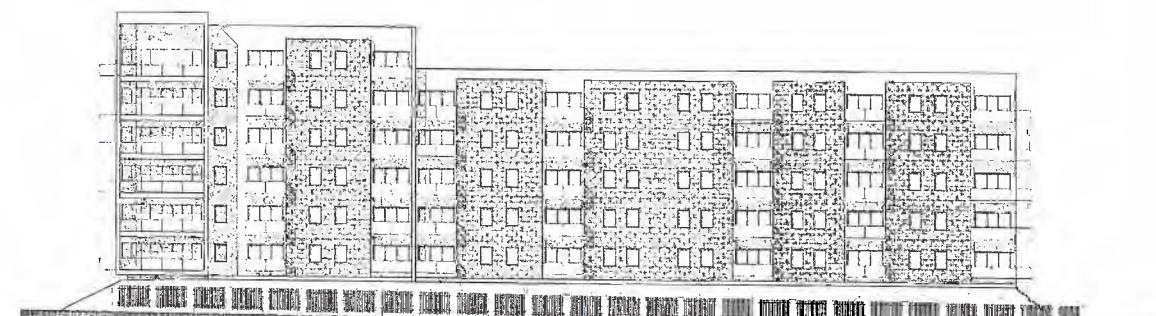
East



South



West



North

Consented Elevations Drawing number AEL21B

1:400

# Block U

Not Available

Not Available

East

South

Not Available

Not Available

West

North

Contract Elevations

1:400

## Blocks W, V, Y

### Tenure Mix

private sale

shared ownership

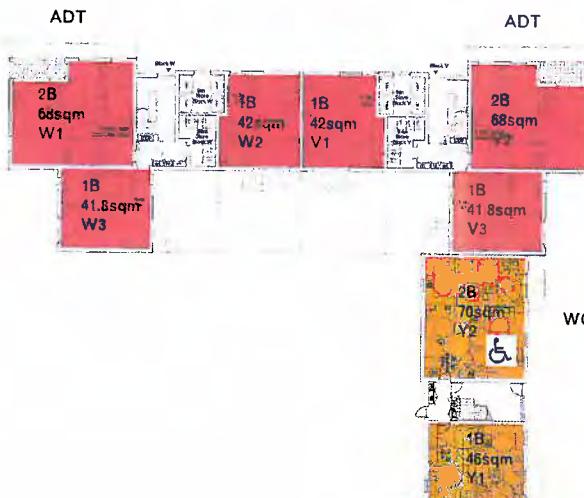
social rent



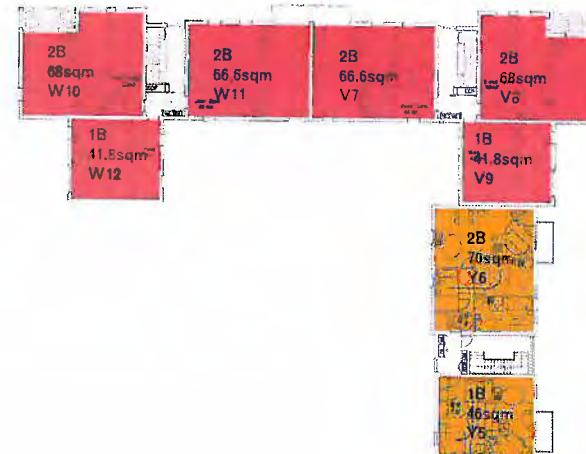
First Floor



Third Floor

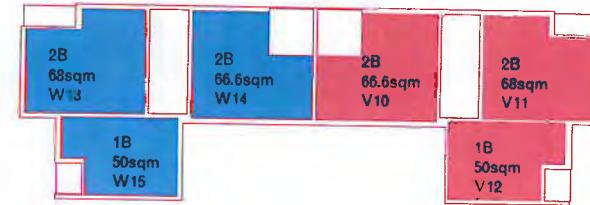
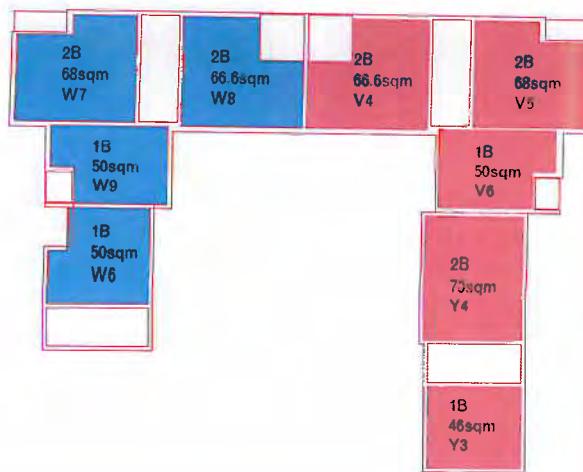


Ground Floor



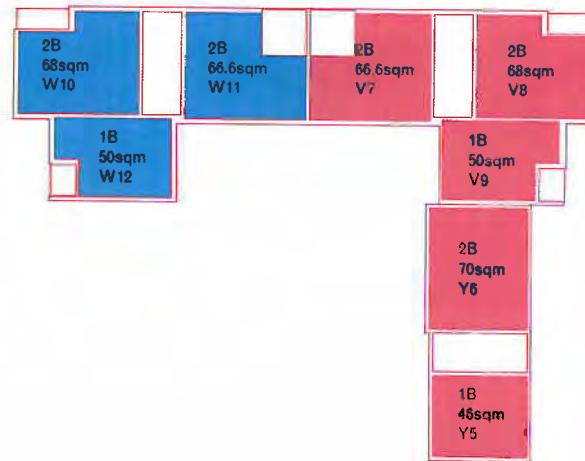
Second Floor

## Blocks W, V, Y



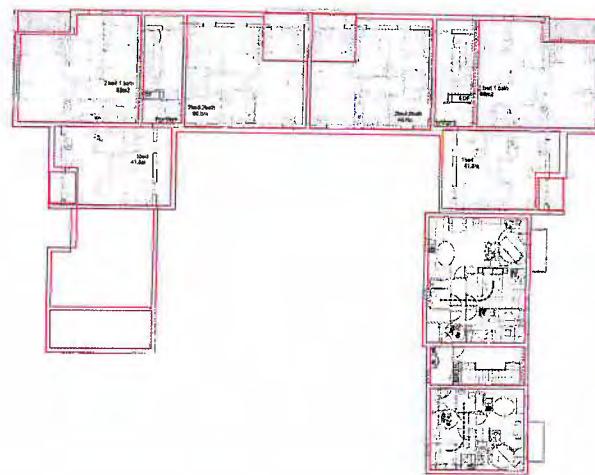
### Tenure Mix

- private sale (blue)
- shared ownership (red)
- social rent (orange)



## Contract Plans

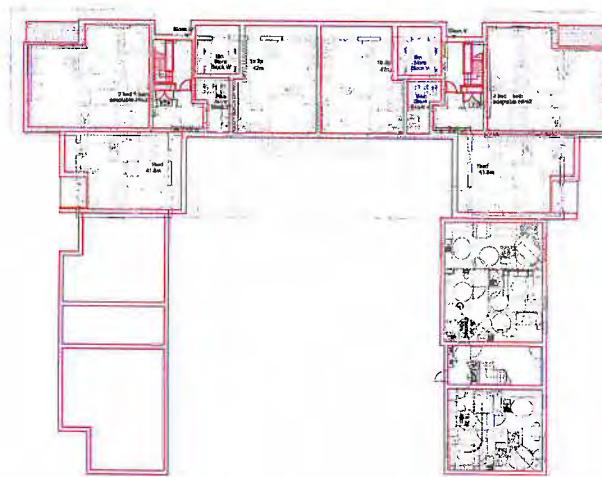
## Blocks W, V, Y



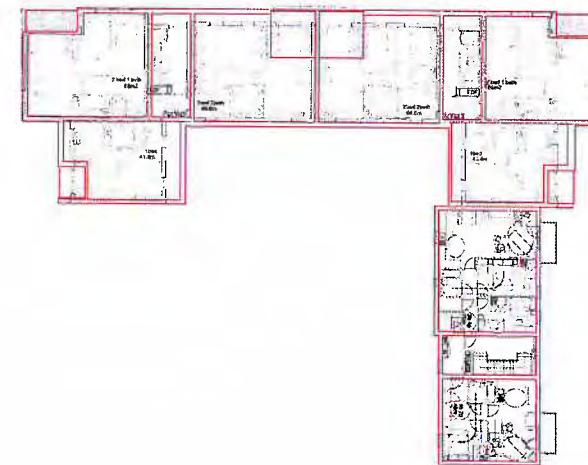
First Floor



Third Floor



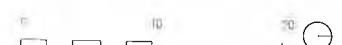
Ground Floor



Second Floor

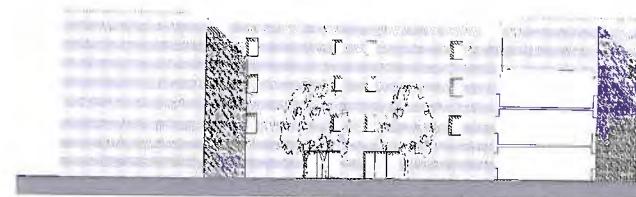
Composite Plans (Contract red, consented grey)

400  
FLOOR PLANS

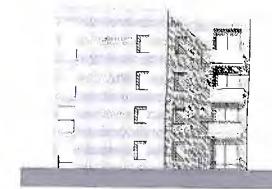
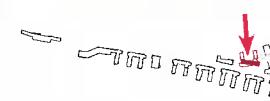




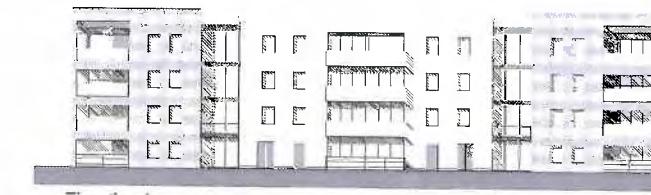
## Blocks W, V, Y



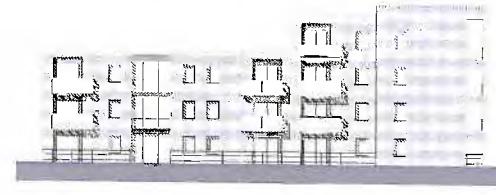
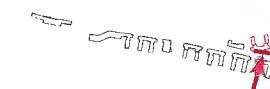
West



North



East



South



## Blocks W, V, Y

Not Available

West



Not Available

North



Not Available

East



Not Available

South



Contract Elevations

1:400  
ELEVATIONS



**Catford Stadium**

**Accommodation Schedule**

Consented Scheme - Accessible and Adaptable Units

Plot	Flat No.	Level	Block	Type	Beds	Hab Rms	SQ M	SQ FT	Tenure	Bath
9	A9	1	A	Flat ADT	2	3	51.0	549	Private	Adaptable
11	A11	1	A	Flat ADT	2	3	51.0	549	Private	Adaptable
12	A12	1	A	Flat ADT	2	3	51.0	549	Private	Adaptable
17	A17	1	A	Flat ADT	2	3	51.0	549	Private	Adaptable
18	A18	1	A	Flat ADT	2	3	51.0	549	Private	Adaptable
19	A19		A	Flat ADT	2	3	51.0	549	Private	Adaptable
25	A25	2	A	Flat ADT	2	3	51.0	549	Private	Adaptable
27	A27	2	A	Flat ADT	2	3	51.0	549	Private	Adaptable
28	A28	2	A	Flat ADT	2	3	51.0	549	Private	Adaptable
33	A33	2	A	Flat ADT	2	3	51.0	549	Private	Adaptable
34	A34	2	A	Flat ADT	2	3	51.0	549	Private	Adaptable
35	A35	2	A	Flat ADT	2	3	51.0	549	Private	Adaptable
41	A41	3	A	Flat ADT	2	3	51.0	549	Private	Adaptable
43	A43	3	A	Flat ADT	2	3	51.0	549	Private	Adaptable
44	A44	3	A	Flat ADT	2	3	51.0	549	Private	Adaptable
49	A49	3	A	Flat ADT	2	3	51.0	549	Private	Adaptable
50	A50	3	A	Flat ADT	2	3	51.0	549	Private	Adaptable
51	A51	3	A	Flat ADT	2	3	51.0	549	Private	Adaptable
53	A53	4	A	Flat ADT	2	3	51.0	549	Private	Adaptable
55	A55	4	A	Flat ADT	2	3	51.0	549	Private	Adaptable
102	B7 - B	G	B	Flat ADT	2	3	61.3	660	Private	Adaptable
103	B7 - C	G	B	Flat ADT	2	3	61.3	660	Private	Adaptable
116	B20	1	B	Flat ADT	2	3	61.3	660	Private	Adaptable
117	B21	1	B	Flat ADT	2	3	61.3	660	Private	Adaptable
130	B34	2	B	Flat ADT	2	3	61.3	660	Private	Adaptable
131	B35	2	B	Flat ADT	2	3	61.3	660	Private	Adaptable
144	B48	3	B	Flat ADT	2	3	61.3	660	Private	Adaptable
145	B49	3	B	Flat ADT	2	3	61.3	660	Private	Adaptable
158	B62	4	B	Flat ADT	2	3	61.3	660	Private	Adaptable
159	B63	4	B	Flat ADT	2	3	61.3	660	Private	Adaptable
172	B76	5	B	Flat ADT	2	3	61.3	660	Private	Adaptable
173	B77	5	B	Flat ADT	2	3	61.3	660	Private	Adaptable
183	B87	6	B	Flat ADT	2	3	61.3	660	Private	Adaptable
184	B88	6	B	Flat ADT	2	3	61.3	660	Private	Adaptable
194	C2	G	C	Flat ADT	2	3	69.0	743	Private	Adaptable
232	D1	G	D	Flat ADT	2	3	68.0	732	S/O	Adaptable
249	E2	G	E	Flat ADT	2	3	68.0	732	S/O	Adaptable
264	F1	G	F	Flat WCU	1	2	68.0	732	Rented	Disabled
278	F14	G	F	House WCU	4	5	171.3	1,844	Rented	Disabled
279	F15	G	F	House WCU	4	5	171.3	1,844	Rented	Disabled
281	G2	G	G	Flat WCM	1	2	68.0	732	Rented	Disabled
295	H1	G	H	Flat WCU	1	2	68.0	732	Rented	Disabled
354	L1	G	L	Flat WCU	2	3	68.0	732	Rented	Disabled
364	L11	G	L	House WCU	3	4	122.4	1,318	Rented	Disabled
365	L12	G	L	House WCU	3	4	122.4	1,318	Rented	Disabled
372	N1	G	N	Flat WCU	1	2	68.0	732	Rented	Disabled
391	P2	G	F	Flat WCU	1	2	68.0	732	Rented	Disabled
402	R1	G	R	Flat ADT	2	3	68.0	732	S/O	Adaptable
420	S2	G	S	Flat ADT	2	3	68.0	732	Private	Adaptable
523	U2-6	1	U2	Flat ADT	2	3	64.3	692	Private	Adaptable
533	U2-16	2	U2	Flat ADT	2	3	64.3	692	Private	Adaptable
543	U2-26	3	U2	Flat ADT	2	3	64.3	692	Private	Adaptable
553	U2-36	4	U2	Flat ADT	2	3	64.3	692	Private	Adaptable
563	U2-46	5	U2	Flat ADT	2	3	64.3	692	Private	Adaptable
569	V2	G	V	Flat ADT	2	3	68.0	732	S/O	Adaptable
580	W1	G	W	Flat ADT	2	3	68.0	732	S/O	Adaptable
593	Y2	G	Y	Flat WCU	2	3	70.0	753	Rented	Disabled

**Catford Stadium**

**Accommodation Schedule**

Consented Scheme - Accessible and Adaptable Units

Plot	Flat No.	Level	Block	Type	Beds	Hab Rms	SQ M	SQ FT	Tenure	Bath
<b>Private</b>										
-	No	Studios		@	-	-	-	-	-	-
-	No	1 Beds		@	-	-	-	-	-	-
41	No	2 Bed 1 Bath		@	613		25,152			-
-	No	3 Bed Flat		@	-	-	-	-	-	-
-	No	3 Bed Houses		@	-	-	-	-	-	-
-	No	4 Bed Houses		@	-	-	-	-	-	-
41						613		25,152		
<b>Shared Ownership</b>										
-	No	Studios		@	-	-	-	-	-	-
-	No	1 Beds		@	-	-	-	-	-	-
5	No	2 Bed 1 Bath		@	732		3,660			-
-	No	3 Bed Houses		@	-	-	-	-	-	-
-	No	4 Bed Houses		@	-	-	-	-	-	-
5							3,660			
<b>Rented</b>										
-	No	Studios		@	-	-	-	-	-	-
5	No	1 Beds		@	732		3,660			-
2	No	2 Bed 1 Bath		@	743		1,485			-
2	No	3 Bed Houses		@	1,318		2,635			-
-	No	4 Bed Duplex		@	-	-	-	-	-	-
2	No	4 Bed Houses		@	1,844		3,688			-
11							3,688			
<b>Affordable</b>										
-	No	Studios		@	-	-	-	-	-	-
-	No	1 Beds		@	-	-	-	-	-	-
-	No	2 Beds		@	-	-	-	-	-	-
-	No	3 Beds		@	-	-	-	-	-	-
-	No	4 beds		@	-	-	-	-	-	-
-							-	-	-	-
<b>Total Residential</b>										
-	No	Studios		@	-	-	-	-	-	-
5	No	1 Beds		@	732		3,660			-
48	No	2 Beds 1 Bath		@	631		30,297			-
-	No	3 Bed Flat		@	-	-	-	-	-	-
2	No	3 Bed Houses		@	1,318		2,635			-
-	No	4 Bed Duplex		@	-	-	-	-	-	-
2	No	4 Bed Houses		@	1,844		3,688			-
57							3,688			
Total Residential										
Non-Residential										
Total Saleable										
40,280										
-										
40,280										

## Catford Stadium

### Accommodation Schedule

Contract Scheme - Accessible and Adaptable Units

Plot	Flat No	Level	Block	Type	Beds	Hab Rms	SQ M	SQ FT	Tenure	Bath
3	A3	G	A	Flat ADT	2	3	70.0	753	Private	Adaptable
4	A4	G	A	Flat ADT	2	3	71.0	764	Private	Adaptable
9	A9	1	A	Flat ADT	2	3	51.0	549	Private	Adaptable
11	A11	1	A	Flat ADT	2	3	51.0	549	Private	Adaptable
12	A12	1	A	Flat ADT	2	3	51.0	549	Private	Adaptable
17	A17	1	A	Flat ADT	2	3	51.0	549	Private	Adaptable
18	A18	1	A	Flat ADT	2	3	51.0	549	Private	Adaptable
19	A19	1	A	Flat ADT	2	3	51.0	549	Private	Adaptable
25	A25	2	A	Flat ADT	2	3	51.0	549	Private	Adaptable
27	A27	2	A	Flat ADT	2	3	51.0	549	Private	Adaptable
28	A28	2	A	Flat ADT	2	3	51.0	549	Private	Adaptable
33	A33	2	A	Flat ADT	2	3	51.0	549	Private	Adaptable
34	A34	2	A	Flat ADT	2	3	51.0	549	Private	Adaptable
35	A35	2	A	Flat ADT	2	3	51.0	549	Private	Adaptable
41	A41	3	A	Flat ADT	2	3	51.0	549	Private	Adaptable
43	A43	3	A	Flat ADT	2	3	51.0	549	Private	Adaptable
44	A44	3	A	Flat ADT	2	3	51.0	549	Private	Adaptable
49	A49	3	A	Flat ADT	2	3	51.0	549	Private	Adaptable
50	A50	3	A	Flat ADT	2	3	51.0	549	Private	Adaptable
51	A51	3	A	Flat ADT	2	3	51.0	549	Private	Adaptable
53	A53	4	A	Flat ADT	2	3	51.0	549	Private	Adaptable
55	A55	4	A	Flat ADT	2	3	51.0	549	Private	Adaptable
116	B20	1	B	Flat ADT	2	3	61.3	660	S/O	Adaptable
117	B21	1	B	Flat ADT	2	3	61.3	660	S/O	Adaptable
130	B34	2	B	Flat ADT	2	3	61.3	660	S/O	Adaptable
131	B35	2	B	Flat ADT	2	3	61.3	660	S/O	Adaptable
144	B48	3	B	Flat ADT	2	3	61.3	660	Private	Adaptable
145	B49	3	B	Flat ADT	2	3	61.3	660	Private	Adaptable
158	B62	4	B	Flat ADT	2	3	61.3	660	Private	Adaptable
159	B63	4	B	Flat ADT	2	3	61.3	660	Private	Adaptable
172	B76	5	B	Flat ADT	2	3	61.3	660	Private	Adaptable
173	B77	5	B	Flat ADT	2	3	61.3	660	Private	Adaptable
183	B87	6	B	Flat ADT	2	3	61.3	660	Private	Adaptable
184	B88	6	B	Flat ADT	2	3	61.3	660	Private	Adaptable
193	C2	G	C	Flat WCU	1	2	69.0	743	Rented	Disabled
194	C3	G	C	Flat ADT	2	3	62.1	668	Private	Adaptable
231	D1	G	D	Flat WCU	1	2	68.0	732	Rented	Disabled
248	E2	G	E	Flat WCU	1	2	68.0	732	Rented	Disabled
263	F1	G	F	Flat ADT	2	3	68.0	732	Private	Adaptable
276	F14	G	F	House WC	4	5	171.3	1,844	Rented	Disabled
277	F15	G	F	House WC	4	5	171.3	1,844	Rented	Disabled
310	J2	G	J	Fa AD	2	3	68.0	732	Private	Adaptable
360	L1	G	L	Flat WCU	2	3	68.0	732	Rented	Disabled
360	L11	G	L	House WC	3	4	122.4	1,318	Rented	Disabled
361	L12	G	L	House WC	3	4	122.4	1,318	Rented	Disabled
386	P2	G	P	Flat ADT	2	3	68.0	732	Private	Adaptable
396	R1	G	R	Flat ADT	2	3	68.0	732	Private	Adaptable
414	S2	G	S	Flat ADT	2	3	68.0	732	Private	Adaptable
517	U2-6	1	U2	Flat ADT	2	3	64.3	692	Private	Adaptable
527	U2-16	2	U2	Flat ADT	2	3	64.3	692	Private	Adaptable
537	U2-26	3	U2	Flat ADT	2	3	64.3	692	Private	Adaptable
547	U2-36	4	U2	Flat ADT	2	3	64.3	692	Private	Adaptable
557	U2-46	5	U2	Flat ADT	2	3	64.3	692	Private	Adaptable
553	V2	G	V	Flat WCU	1	2	68.0	732	S/O	Disabled

**Catford Stadium**  
**Accommodation Schedule**

Contract Scheme - Accessible and Adaptable Units

Plot	Flat No	Level	Block	Type	Beds	Hab Rms	SQ M	SQ FT	Tenure	Bath
574	W1	G	W	Flat ADT	2	3	68.0	732	Private	Adaptable
578	W5	G	W	Flat WCU	1	2	68.0	732	S/O	Disabled
590	Y2	G	Y	Flat WCU	2	3	70.0	753	S/O	Disabled
						-				
<b>57</b>					<b>115</b>	<b>172</b>	<b>3,754.60</b>	<b>40,415</b>		

**Catford Stadium**  
**Accommodation Schedule**

Contract Scheme - Accessible and Adaptable Units

Plot	Flat No	Level	Block	Type	Beds	Hab Rms	SQ M	SQ FT	Tenure	Bath
<b>Private</b>										
-	No	Studios		@		-	-	-	-	-
-	No	1 Beds		@		-	-	-	-	-
42	No	2 Beds		@		626		26,296		
-	No	3 Bed Flat		@		-	-	-	-	-
-	No	3 Bed Houses		@		-	-	-	-	-
-	No	4 Bed Houses		@		-		-		-
42						626		26,296		
<b>Shared Ownership</b>										
-	No	Studios		@		-	-	-	-	-
2	No	1 Beds		@		732		1,464		
5	No	2 Beds		@		679		3,393		
-	No	3 Bed Houses		@		-	-	-	-	-
-	No	4 Bed Houses		@		-		-		-
7								4,857		
<b>Rented</b>										
-	No	Studios		@		-	-	-	-	-
3	No	1 Beds		@		736		2,207		
1	No	2 Beds		@		732		732		
2	No	3 Bed Houses		@		1,318		2,635		
-	No	4 Bed Duplex		@		-		-		-
2	No	4 Bed Houses		@		1,844		3,688		
8								9,261		
<b>Total Residential</b>										
-	No	Studios		@		-	-	-	-	-
5	No	1 Beds		@		734		3,671		
48	No	2 Beds		@		634		30,421		
-	No	3 Bed Flat		@		-	-	-	-	-
2	No	3 Bed Houses		@		1,318		2,635		
-	No	4 Bed Duplex		@		-		-		-
2	No	4 Bed Houses		@		1,844		3,688		
57								40,415		
<b>Non-Residential</b>										
<b>Total Saleable</b>										
								40,415		

## Catford Stadium

Consented Scheme		
<b>Private</b>		Hab Rooms
151 No 1 Beds		302
252 No 2 Beds		756
13 No 3 Bed Flat		52
<b>416</b>		<b>1,110</b>
<b>Shared Ownership</b>		
25 No 1 Beds		50
35 No 2 Beds		105
<b>60</b>		<b>155</b>
<b>Rented</b>		
32 No 1 Beds		64
32 No 2 Beds		96
26 No 3 Bed Houses		104
5 No 4 Bed Duplex		25
18 No 4 Bed Houses		90
<b>113</b>		<b>379</b>
<b>Total Residential</b>		
208 No 1 Beds		416
319 No 2 Beds		957
13 No 3 Bed Flat		52
26 No 3 Bed Houses		104
5 No 4 Bed Duplex		25
18 No 4 Bed Houses		90
<b>589</b>		<b>1,644</b>

Habitable Room Summary	
Private	68%
S/O	9%
Rented	23%
<b>Total</b>	<b>100%</b>

Contract Scheme		
<b>Private</b>		<b>Hab Rooms</b>
138 No 1 Beds		276
265 No 2 Beds		795
13 No 3 Bed Flat		52
<b>416</b>		<b>1,123</b>
<b>Shared Ownership</b>		
31 No 1 Beds		62
29 No 2 Beds		87
<b>60</b>		<b>149</b>
<b>Rented</b>		
40 No 1 Beds		80
24 No 2 Beds		72
26 No 3 Bed Houses		104
5 No 4 Bed Duplex		25
18 No 4 Bed Houses		90
<b>113</b>		<b>371</b>
<b>Total Residential</b>		
209 No 1 Beds		418
318 No 2 Beds		954
13 No 3 Bed Flat		52
26 No 3 Bed Houses		104
5 No 4 Bed Duplex		25
18 No 4 Bed Houses		90
<b>589</b>		<b>1,643</b>

Difference		
Unit No.	Hab Rooms	
-13	-26	
13	39	
0	0	
0	13	
6	12	
-6	-18	
0	-6	
8	16	
-8	-24	
0	0	
0	0	
0	0	
0	-8	
1	2	
-1	-3	
0	0	
0	0	
0	0	
0	-1	

Habitable Room Summary	
Private	68%
S/O	9%
Rented	23%
<b>Total</b>	<b>100%</b>

**Catford Stadium - Accessible and Adaptable Units**

<b>Consented Scheme</b>	<b>Contract Scheme</b>	<b>Difference</b>
<b>Private</b>	<b>Private</b>	
41 No 2 Beds	42 No 2 Beds	1
<b>41</b>	<b>42</b>	<b>1</b>
<b>Shared Ownership</b>	<b>Shared Ownership</b>	
0 No 1 Beds	2 No 1 Beds	2
5 No 2 Beds	5 No 2 Bed 1 Bath	0
<b>5</b>	<b>7</b>	<b>2</b>
<b>Rented</b>	<b>Rented</b>	
5 No 1 Beds	3 No 1 Beds	-2
2 No 2 Beds	1 No 2 Beds	-1
2 No 3 Bed Houses	2 No 3 Bed Houses	0
2 No 4 Bed Houses	2 No 4 Bed Houses	0
<b>11</b>	<b>8</b>	<b>-3</b>
<b>Total Residential</b>	<b>Total Residential</b>	
5 No 1 Beds	5 No 1 Beds	0
48 No 2 Beds	48 No 2 Beds	0
2 No 3 Bed Houses	2 No 3 Bed Houses	0
2 No 4 Bed Houses	2 No 4 Bed Houses	0
<b>57</b>	<b>57</b>	<b>0</b>

## Summary Table of London Housing Design Guide Standards

Catford Stadium Compliance Check\_v5\_25-04-2013

This table to be read in conjunction with drawing No.CAT/P/001 to CAT/P/008

		Compliant	Non-Compliant	Design Team Comment
1.0	<b>Shaping Good Places</b>			
1.1	<b>Defining places</b>			
1.1.1	Development Proposals should demonstrate: -how the design responds to its physical context, including the character and legibility of the area and the local pattern of building, public space, landscape and topography; - how the scheme relates to the identified character of the place and to the local vision and strategy or how bolder change is justified in relation to a coherent set of ideas for the place expressed in the local vision and strategy or agreed locally.	¶		Design aspirations of bid to be incorporated where possible
1.1.2	Development proposals should demonstrate: -how the scheme complements the local network of public spaces, including how it integrates with existing streets and paths; -how public spaces and pedestrian routes are designed to be overlooked and safe, and extensive blank elevations onto the public realm at ground floor have been avoided; -for larger developments, how any new public spaces including streets and paths are designed on the basis of an understanding of the planned role and character of these spaces within the local movement network, and how new spaces relate to the local vision and strategy for the area.	¶		
1.2	<b>Outdoor spaces</b>			
1.2.1	Development proposals should demonstrate that they comply with the borough's open space strategies, ensuring that a review of surrounding open space is undertaken and that opportunities to address a deficiency in provision by providing new public open spaces are taken forward in the design process.	¶		As per planning consented scheme, which is deemed to comply
1.2.2	For developments with a potential occupancy of ten children or more, development proposals should make appropriate play provision in accordance with the London Plan SPG, Providing for Children and Young People's Play and Informal Recreation.		¶	As per planning consented scheme

1.2.3	Where communal open space is provided, development proposals should demonstrate that the space: - is overlooked by surrounding development; - is accessible to wheelchair users and other disabled people; - is designed to take advantage of direct sunlight; - has suitable management arrangements in place.	¶		As per planning consented scheme- Accessibility and Management arrangement to be delivered in contract scheme
2.0	<b>Housing for a Diverse City</b>			
2.1	<b>Appropriate density</b>			
2.1.1	Development proposals should demonstrate how the density of residential accommodation satisfies London Plan policy relating to public transport accessibility level (PTAL) and the accessibility of local amenities and services, and is appropriate to the location in London.	¶		Planning consented scheme deemed to comply
2.2	<b>Residential mix</b>			
2.2.1	Development proposals should demonstrate how the mix of dwelling sizes and the mix of tenures meet strategic and local borough targets and are appropriate to the location in London.	¶		Planning consented scheme deemed to comply
3.0	<b>From Street to Front Door</b>			
3.1	<b>Entrance and approach</b>			
3.1.1	All main entrances to houses, ground floor flats and communal entrance lobbies should be visible from the public realm and clearly identified.	¶		
3.1.2	The distance from the accessible car parking space of requirement 3.3.4 to the home or to the relevant block entrance or lift core should be kept to a minimum and should be level or gently sloping [Lifetime Homes Criterion 2].	¶		
3.1.3	The approach to all entrances should preferably be level or gently sloping [Lifetime Homes Criterion 3].	¶		
3.1.4	All entrances should be illuminated and have level access over the threshold. Entrance doors should have 300mm of clear space to the pull side, and clear minimum opening widths of 800mm or 825mm depending on the direction and width of approach. Main entrances should have weather protection and a level external landing [Lifetime Homes Criterion 4].	¶		
3.2	<b>Shared circulation within buildings</b>			
3.2.1	The number of dwellings accessed from a single core should not exceed eight per floor.		¶	as per Planning Consented scheme. Blocks A,B,C,T,U non-compliant

3.2.2	An access core serving 4 or more dwellings should provide an access control system with entry phones in all dwellings linked to a main front door with electronic lock release. Unless a 24 hour concierge is provided, additional security measures including audio-visual verification to the access control system should be provided where any of the following apply: - more than 25 dwellings are served by one core - the potential occupancy of the dwellings served by one core exceeds 100 bed spaces - more than 8 dwellings are provided per floor.	¶		
3.2.3	Where dwellings are accessed via an internal corridor, the corridor should receive natural light and adequate ventilation.		¶	as per Planning Consented scheme. Blocks A,B,C,T,U non-compliant
3.2.4	The minimum width for all paths, corridors and decks for communal circulation is 1200mm. The preferred minimum width is 1500mm, and is considered particularly important where corridors are double loaded (they serve dwellings on each side) and where wheelchair accessible dwellings are provided.	¶		as per Planning Consented scheme. Blocks A,B,C,T,U at 1200mm wide
3.2.5	For buildings with dwellings entered from communal circulation at the first, second or third floor where lifts are not provided, space should be identified within or adjacent to the circulation cores for the future installation of a wheelchair accessible lift.		¶	Block K, L and C shaped blocks have insufficient space as per consent
3.2.6	All dwellings entered at the fourth floor (fifth storey) and above should be served by at least one wheelchair accessible lift, and it is desirable that dwellings entered at the third floor (fourth storey) are served by at least one such lift. All dwellings entered at the seventh floor (eighth storey) and above should be served by at least two lifts.		¶	As per Planning consented scheme. Block B- 4 units affected at 7 <sup>th</sup> floor with access to second lift at 6 <sup>th</sup> floor.
3.2.7	Every designated wheelchair accessible dwelling above the ground floor should be served by at least one wheelchair accessible lift. It is desirable that every wheelchair accessible dwelling is served by at least two such lifts.	¶		N/A Wheelchair accessible units at ground floor
3.2.8	Principal access stairs should provide easy access* regardless of whether a lift is provided. Where homes are reached by a lift, it should be fully wheelchair accessible [Lifetime Homes Criterion 5].	¶		
3.3	Car parking			

3.3.1	All developments should conform to London Plan policy on car parking provision. In areas of good public transport accessibility and/or town centres the aim should be to provide less than one space per dwelling. Elsewhere parking provision should be as follows: 4+ bedroom dwellings: 1.5 - 2 spaces per dwelling; 3 bedroom dwellings: 1 - 1.5 spaces per dwelling; 1 - 2 bedroom dwellings: less than 1 per dwelling.	¶	¶	As per Planning consented scheme (PTAL 3-4 with 249 parking spaces)
3.3.2	Each designated wheelchair accessible dwelling should have a car parking space 2400mm wide with a clear access way to one side of 1200mm. Refer to appendix 3 for design standards for wheelchair accessible housing.	¶		
3.3.3	Careful consideration should be given to the siting and organisation of car parking within an overall design for open space so that car parking does not negatively affect the use and appearance of open spaces.	¶		
3.3.4	Where car parking is within the dwelling plot, at least one car parking space should be capable of enlargement to a width of 3300mm. Where parking is provided in communal bays, at least one space with a width of 3300mm should be provided per block entrance or access core in addition to spaces designated for wheelchair user dwellings [Lifetime Homes Criterion 1].	¶		
3.4	<b>Cycle storage</b>			
3.4.1	All developments should provide dedicated storage space for cycles at the following levels: 1 per 1 or 2 bedroom dwelling; or 2 per 3 or more bedroom dwelling		¶	As per Planning consented scheme
3.4.2	Individual or communal cycle storage outside the home should be secure, sheltered and adequately lit, with convenient access to the street. Where cycle storage is provided within the home, it should be in addition to the minimum GIA and minimum storage and circulation space requirements. Cycle storage identified in habitable rooms or on balconies will not be considered acceptable.	¶		
3.5	<b>Refuse, post and deliveries</b>			
3.5.1	Communal refuse and recycling containers, communal bin enclosures and refuse stores should be accessible to all residents including children and wheelchair users, and located on a hard, level surface. The location should satisfy local requirements for waste collection and should achieve full credits under the Code for Sustainable Homes Technical Guide. Refuse stores within buildings should be located to limit the nuisance caused by noise and smells and provided with means for cleaning.	¶		
3.5.2	Storage facilities for waste and recycling containers should be provided in accordance with the Code for Sustainable Homes Technical Guide and local authority requirements.	¶		
4.0	<b>Dwelling Space Standards</b>			
4.1	<b>Internal floor area</b>			

4.1.1	<p>All developments should meet the following minimum space standards.</p> <table border="1" data-bbox="226 330 1012 970"> <thead> <tr> <th>Dwelling type (bedroom/persons)</th><th>Essential GIA (sq.m)</th></tr> </thead> <tbody> <tr> <td>1b2p</td><td>50</td></tr> <tr> <td>2b3p</td><td>61</td></tr> <tr> <td>2b4p</td><td>70</td></tr> <tr> <td>3b4p</td><td>74</td></tr> <tr> <td>3b5p</td><td>86</td></tr> <tr> <td>3b6p</td><td>95</td></tr> <tr> <td>4b5p</td><td>90</td></tr> <tr> <td>4b6p</td><td>99</td></tr> <tr> <td>2b4p</td><td>83</td></tr> <tr> <td>3b4p</td><td>87</td></tr> <tr> <td>3b5p</td><td>96</td></tr> <tr> <td>4b5p</td><td>100</td></tr> <tr> <td>4b6p</td><td>107</td></tr> <tr> <td>3b5p</td><td>102</td></tr> <tr> <td>4b5p</td><td>106</td></tr> <tr> <td>4b6p</td><td>113</td></tr> </tbody> </table> <p>For dwellings designed for more than 6 people, at least 10 sq m gross internal area should be added for each additional person.</p>	Dwelling type (bedroom/persons)	Essential GIA (sq.m)	1b2p	50	2b3p	61	2b4p	70	3b4p	74	3b5p	86	3b6p	95	4b5p	90	4b6p	99	2b4p	83	3b4p	87	3b5p	96	4b5p	100	4b6p	107	3b5p	102	4b5p	106	4b6p	113	<p>All units identified green on the drawings will be uplifted to comply with requirement 4.1.1. Blocks A B C K L T U Y are as per Planning consented scheme which fall below the LHDG space standards.</p>
Dwelling type (bedroom/persons)	Essential GIA (sq.m)																																			
1b2p	50																																			
2b3p	61																																			
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3b4p	87																																			
3b5p	96																																			
4b5p	100																																			
4b6p	107																																			
3b5p	102																																			
4b5p	106																																			
4b6p	113																																			
4.1.2	<p>Dwelling plans should demonstrate that dwellings will accommodate the furniture, access and activity space requirements relating to the declared level of occupancy. Refer to appendix 3 for design standards for wheelchair accessible housing.</p>	<p>All units identified green on the drawings will be uplifted to comply with requirement 4.1.1. Blocks A B C K L T U Y are as per Planning consented scheme</p>																																		

				which fall below the LHDG space standards.										
4.2	<b>Flexibility and adaptability</b>													
4.2.1	Dwelling plans should demonstrate that dwelling types provide flexibility by allowing for alternative seating arrangements in living rooms and by accommodating double or twin beds in at least one double bedroom.	¶												
4.3	<b>Circulation in the home</b>													
4.3.1	The minimum width of hallways and other circulation spaces inside the home should be 900mm. This may reduce to 750mm at 'pinch points' e.g. next to radiators, where doorway widths meet the following specification:	¶												
	<table border="1"> <thead> <tr> <th>Minimum clear opening width of doorway (mm)</th><th>Minimum approach width when approach is not head on (mm)</th></tr> </thead> <tbody> <tr> <td>750</td><td>1200</td></tr> <tr> <td>775</td><td>1050</td></tr> <tr> <td>900</td><td>900</td></tr> </tbody> </table> <p>Where a hallway is at least 900mm wide and the approach to the door is head-on, a minimum clear opening door width of 750mm should be provided [Lifetime Homes Criterion 6].</p>	Minimum clear opening width of doorway (mm)	Minimum approach width when approach is not head on (mm)	750	1200	775	1050	900	900	¶				
Minimum clear opening width of doorway (mm)	Minimum approach width when approach is not head on (mm)													
750	1200													
775	1050													
900	900													
4.3.2	The design of dwellings of more than one storey should incorporate potential for a stair lift to be installed and a suitable identified space for a through-the-floor lift from the entrance level to a storey containing a main bedroom and an accessible bathroom [Lifetime Homes Criterion 12].	¶												
4.4	<b>Living / dining / kitchen</b>													
4.4.1	The following combined floor areas for living / kitchen / dining space should be met:	¶		<p>All units identified green on the drawings will be uplifted to comply with requirement 4.1.1. Blocks A B C K L T U Y are as per Planning consented scheme</p>										
	<table border="1"> <thead> <tr> <th>Designed level of occupancy</th><th>Minimum combined floor area of living, dining and kitchen spaces (sq m)</th></tr> </thead> <tbody> <tr> <td>2 person</td><td>23</td></tr> <tr> <td>3 person</td><td>25</td></tr> <tr> <td>4 person</td><td>27</td></tr> <tr> <td>5 person</td><td>29</td></tr> </tbody> </table>	Designed level of occupancy	Minimum combined floor area of living, dining and kitchen spaces (sq m)	2 person	23	3 person	25	4 person	27	5 person	29	¶		
Designed level of occupancy	Minimum combined floor area of living, dining and kitchen spaces (sq m)													
2 person	23													
3 person	25													
4 person	27													
5 person	29													

	6 person	31			which fall below the LHDG space standards.
4.4.2	The minimum width of the main sitting area should be 2.8m in 2-3 person dwellings and 3.2m in dwellings designed for four or more people.		¶		Efforts will be made to comply within the constraints of the consented scheme
4.4.3	Dwellings with three or more bedrooms should have two living spaces, for example a living room and a kitchen-dining room. Both rooms should have external windows. If a kitchen is adjacent to the living room, the internal partition between the rooms should not be load-bearing, to allow for reconfiguration as an open plan arrangement. Studies will not be considered as second living spaces.		¶		Efforts will be made to comply within the constraints of the consented scheme
4.4.4	There should be space for turning a wheelchair in dining areas and living rooms and basic circulation space for wheelchairs elsewhere [Lifetime Homes Criterion 7].	¶			
4.4.5	A living room, living space or kitchen-dining room should be at entrance level [Lifetime Homes Standard 8].	¶			
4.4.6	Windows in the principal living space should start 800mm above finished floor level (+/- 50mm) to allow people to see out while seated. At least one opening window should be easy to approach and operate by people with restricted movement and reach. [Lifetime Homes Criterion 15].	¶			
4.5	<b>Bedrooms</b>				
4.5.1	The minimum area of a single bedroom should be 8 sq m. The minimum area of a double or twin bedroom should be 12 sq m.	¶			All units identified green on the drawings will be uplifted to comply with requirement 4.1.1. Blocks A B C K L T U Y are as per Planning consented scheme which fall below the LHDG space standards.
4.5.2	The minimum width of double and twin bedrooms should be 2.75m in most of the length of the room.	¶			All units identified green on the drawings will be uplifted to comply with

			requirement 4.1.1. Blocks A B C K L T U Y are as per Planning consented scheme which fall below the LHDG space standards.
4.5.3	In homes of two or more storeys with no permanent bedroom at entrance level, there should be space on the entrance level that could be used as a convenient temporary bed space [Lifetime Homes Criterion 9].	¶	
4.5.4	Structure above a main bedroom and an accessible bathroom should be capable of supporting a ceiling hoist and the design should allow for a reasonable route between this bedroom and bathroom [Lifetime Homes Criterion 13].	¶	
4.6	<b>Bathrooms and WCs</b>		
4.6.1	Dwellings designed for an occupancy of five or more people should provide a minimum of one bathroom with WC and one additional WC.	¶	
4.6.2	Where there is no accessible bathroom at entrance level, a wheelchair accessible WC with potential for a shower to be installed should be provided at entrance level [Lifetime Homes Criterion 10].	¶	
4.6.3	An accessible bathroom should be provided in every dwelling on the same storey as a main bedroom [Lifetime Homes Criterion 14].	¶	
4.6.4	Walls in bathrooms and WCs should be capable of taking adaptations such as handrails [Lifetime Homes Criterion 11].	¶	
4.7	<b>Storage and utility</b>		
4.7.1	Built-in general internal storage space free of hot water cylinders and other obstructions, with a minimum internal height of 2m and a minimum area of 1.5 sq m should be provided for 2 person dwellings, in addition to storage provided by furniture in habitable rooms. For each additional occupant an additional 0.5 sq m of storage space is required.	¶	All units identified green on the drawings will be uplifted to comply with requirement 4.1.1. Blocks A B C K L T U Y are as per Planning consented scheme which fall below the LHDG space standards.
4.8	<b>Study and work</b>		

4.8.1	Dwelling plans should demonstrate that all homes are provided with adequate space and services to be able to work from home. The Code for Sustainable Homes guidance on working from home is recommended as a reference.	¶		All units identified green on the drawings will be uplifted to comply with requirement 4.1.1. Blocks A B C K L T U Y are as per Planning consented scheme which fall below the LHDG space standards.
4.8.2	Service controls should be within a height band of 450mm to 1200mm from the floor and at least 300mm away from any internal room corner [Lifetime Homes Criterion 16].	¶		
4.9	<b>Wheelchair user dwellings</b>			
4.9.1	Ten percent of new housing should be designed to be wheelchair accessible or easily adaptable for residents who are wheelchair users in accordance with the GLA Best Practice Guide, Wheelchair Accessible Housing. Refer to appendix 3 for design standards for wheelchair accessible housing.		¶	As per Planning consented scheme
4.10	<b>Private open space</b>			
4.10.1	A minimum of 5 sq m of private outdoor space should be provided for 1-2 person dwellings and an extra 1 sq m should be provided for each additional occupant.	¶		All units identified green on the drawings will be uplifted to comply with requirement 4.1.1. Blocks A B C K L T U Y are as per Planning consented scheme which fall below the LHDG space standards.
4.10.2	Private outdoor spaces should have level access from the home ‡ [Lifetime Homes Criterion 4].	¶		
4.10.3	The minimum depth and width of all balconies and other private external spaces is 1500mm.		¶	Blocks A B C K L T U Y are as per Planning consented scheme

				which fall below the LHDG space standards. Other blocks to be uplifted at ground, first, second floor only
5.0	<b>Home as a Place of Retreat</b>			
5.1	<b>Privacy</b>			
5.1.1	Design proposals should demonstrate how habitable rooms within each dwelling are provided with an adequate level of privacy in relation to neighbouring property and the street and other public spaces.	¶		
5.2	<b>Dual aspect</b>			
5.2.1	Developments should avoid single aspect dwellings that are north facing, exposed to noise exposure categories C or D, or contain three or more bedrooms.		¶	Block K, T and U have flats single aspect north facing as per Planning consented scheme
5.2.2	Where single aspect dwellings are proposed, the designer should demonstrate how good levels of ventilation, daylight and privacy will be provided to each habitable room and the kitchen.	¶		
5.3	<b>Noise</b>			
5.3.1	The layout of adjacent dwellings and the location of lifts and circulation spaces should seek to limit the transmission of noise to sound sensitive rooms within dwellings.	¶		
5.4	<b>Floor to ceiling heights</b>			
5.4.1	The minimum floor to ceiling height in habitable rooms is 2.5m between finished floor level and finished ceiling level. A minimum floor to ceiling height of 2.6m in habitable rooms is considered desirable and taller ceiling heights are encouraged in ground floor dwellings.		¶	As per planning consented scheme
5.5	<b>Daylight and sunlight</b>			
5.5.1	Glazing to all habitable rooms should be not less than 20% of the internal floor area of the room.	¶		
5.5.2	All homes should provide for direct sunlight to enter at least one habitable room for part of the day. Living areas and kitchen dining spaces should preferably receive direct sunlight.		¶	As per planning consented scheme
6.0	<b>Climate Change Mitigation and Adaptation</b>			

<b>6.1</b>	<b>Environmental performance</b>			
<b>6.1.1</b>	Designers should seek to achieve a minimum of Level 4 of the Code for Sustainable Homes in all new developments.		¶	Code Level 3 as per planning consented scheme
<b>6.1.2</b>	All homes should satisfy London Plan policy on sustainable design and construction and make the fullest contribution to the mitigation of and adaptation to climate change.	¶		Will satisfy the Mayor's essential standards
<b>6.2</b>	<b>Energy and CO2</b>			
<b>6.2.1</b>	Development proposals should be designed in accordance with the London Plan energy hierarchy, and should meet the following minimum targets for carbon dioxide emissions reduction. Year Improvement on 2006 Building Regulations 2010 - 2013 44 per cent 2013 - 2016 55 per cent 2016 - 2031 Zero carbon		¶	Whole scheme will be 25% better than 2010 Building Regs (=44% better than 2006) No further uplift for later phases
<b>6.3</b>	<b>Overheating</b>			
<b>6.3.1</b>	Development proposals should demonstrate how the design of dwellings will avoid overheating during summer months without reliance on energy intensive mechanical cooling systems.	¶		Will satisfy CIBSE Guide A
<b>6.4</b>	<b>Water</b>			
<b>6.4.1</b>	New dwellings should be designed to ensure that a maximum of 105 litres of water is consumed per person per day.	¶		
<b>6.4.2</b>	Where development is permitted in an area at risk of flooding, it should incorporate flood resilient design in accordance with PPS25.	¶		as per planning consented scheme
<b>6.4.3</b>	New development should adhere to standards for surface water run-off as set out in the Code for Sustainable Homes.	¶		as per planning consented scheme
<b>6.4.4</b>	New development should incorporate Sustainable Urban Drainage Systems and green roofs where appropriate.	¶		as per planning consented scheme
<b>6.5</b>	<b>Materials</b>			
<b>6.5.1</b>	All new residential development should meet the requirements of the Code Level 4 with regard to using materials with lower environmental impacts over their lifecycle.		¶	Code Level 3 as per planning consented scheme
<b>6.5.2</b>	All new residential development should accord with Code for Sustainable Homes Level 4 and the London Sustainable Design and Construction SPG with regard to the sourcing of materials.	¶		



<b>6.6</b>	<b>Ecology</b>			
<b>6.6.1</b>	The design and layout of new residential development should avoid areas of ecological value and seek to enhance the ecological capital of the area in accordance with GLA best practice guidance on biodiversity and nature conservation.	¶		

## Appendix 2 – Developer’s Planning Overage Example

# CATFORD STADIUM

## VALUATION SUMMARY - OPTIMISED SCHEME

18-Apr-13

### SALES REVENUE

#### Open Market

Total	416	No	@	549	fs	=	228,498	fs	@	423.39	per fs	or	0	each	=	96,743,124
0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-	
0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-	
0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-	
0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-	
0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-	

416 228,498 423.39 per fs 96,743,124

#### Affordable Rented

Total	113	No	@	841	fs	=	95,078	fs	@	108.00	per fs	or	0	each	=	10,268,358
0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-	
0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-	
0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-	
0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-	
0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-	

NHAP Grant Funding

Total	113			95,078			108.00	per fs								10,268,358
60	No	@	631	fs	=	37,857	fs	@	202.00	per fs	or	0	each	=	7,647,105	
0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-	
0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-	
0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-	
0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-	
0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-	

NHAP Grant Funding

Total	60			37,857			202.00	per fs								7,647,105
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#### Non-Residential

Retail				5,468	fs	@	141.38	per fs								773,054
Community Centre				3,175	fs	@	0.00	per fs								-
Capital Annual Ground Rents				0	fs	@	0.00	per fs								1,639,650
				0	fs	@	0.00	per fs								2,412,704
				8,643			279.15	per fs								

**TOTAL SALES REVENUE**

589	No			370,076			316.34	per fs								<b>117,071,291</b>
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### BUILD COST

Open Market	416	No		687	fs	=	285,617	fs	@	179.69	per fs					51,322,427
Affordable - Rented	113	No		932	fs	=	105,356	fs	@	170.06	per fs					17,916,914
Affordable - Shared Ownership	60	No		789	fs	=	47,328	fs	@	170.06	per fs					8,048,700
Non- Residential							8,643	fs	@	170.07	per fs					1,469,890

**TOTAL BUILD COST**

Gross Internal Floor Area				446,945	fs		176.21	per fs (Gross)								<b>78,757,931</b>
Circulation			-17%	-	76,869											
Net Internal Floor Area				370,076	fs		212.82	per fs (Net)								

**SELLING & MARKETING COSTS**

(%age of Open Market Sales Revenue)							2.5%									<b>2,418,578</b>
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**FINANCE COSTS**

(%age of Total Development Costs)							1.9%									<b>1,822,215</b>
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**CONTRACTORS MARGIN**

(%age of Total Build Costs)							0.0%									
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**DEVELOPERS MARGIN**

(%age of Open Market Revenue)							18.0%									<b>17,413,762</b>
(%age of Affordable Build Cost)							12.0%									<b>3,292,260</b>
(%age of Non Residential Revenue)							18.0%									<b>139,150</b>
																<b>20,845,173</b>

**RESIDUAL GROSS LAND COST**

Stamp Duty																<b>13,227,394</b>
Legal Fees																<b>506,537</b>
Land Introductory Fees																<b>202,615</b>
Planning Gain																<b>0.0%</b>
																<b>2,387,500</b>

**RESIDUAL NET LAND OFFER**

4,053	per unit															<b>10,130,742</b>
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**DEVELOPMENT COSTS** (Build Costs + Selling & Marketing + Finance Costs + Contractors Margin + Gross Land Cost) 96,226,118

# CATFORD STADIUM

## VALUATION SUMMARY - ADDITIONAL UNIT SCHEME

18-Apr-13

### SALES REVENUE

#### Open Market

Total	423	No	@	549	fs	=	232,343	fs	@	423.39	per fs	or	0	each	=	98,371,096
-----	0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-
-----	0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-
-----	0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-
-----	0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-
-----	0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-

#### Affordable Rented

Total	115	No	@	841	fs	=	96,761	fs	@	108.00	per fs	or	0	each	=	10,450,090
-----	0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-
-----	0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-
-----	0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-
-----	0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-
-----	0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-
NHAP Grant Funding	115						96,761			108.00	per fs					10,450,090

#### Shared Ownership

Total	61	No	@	631	fs	=	38,488	fs	@	202.00	per fs	or	0	each	=	7,774,557
-----	0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-
-----	0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-
-----	0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-
-----	0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-
-----	0	No	@	0	fs	=	-	fs	@	0.00	per fs	or	0	each	=	-
NHAP Grant Funding	61						38,488			202.00	per fs					7,774,557

#### Non-Residential

Retail	5,468	fs	@	141.38	per fs											7,73,054
Community Centre	3,175	fs	@	0.00	per fs											-
Capital Annual Ground Rents	0	fs	@	0.00	per fs											1,639,650
	0	fs	@	0.00	per fs											2,412,704
	8,643						279.15	per fs								

### TOTAL SALES REVENUE

599 No 376,235 316.31 per fs 119,008,455

### BUILD COST

Open Market	423	No	687	fs	=	290,429	fs	@	179.69	per fs						52,180,996
Affordable - Rented	115	No	932	fs	=	107,223	fs	@	170.06	per fs						18,234,366
Affordable - Shared Ownership	61	No	789	fs	=	48,118	fs	@	170.06	per fs						8,182,997
Non- Residential						8,643	fs	@	170.07	per fs						1,469,890

### TOTAL BUILD COST

Gross Internal Floor Area 454,413 fs 176.21 per fs (Gross) 80,074,249  
Circulation -17% - 78,178  
Net Internal Floor Area 376,235 fs 212.83 per fs (Net)

### SELLING & MARKETING COSTS

(%age of Open Market Sales Revenue) 2.5% 2,459,277

### FINANCE COSTS

(%age of Total Development Costs) 1.9% 1,852,323

### CONTRACTORS MARGIN

(%age of Total Build Costs) 0.0%

### DEVELOPERS MARGIN

(%age of Open Market Revenue)  
(%age of Affordable Build Cost)  
(%age of Non Residential Revenue) 18.0% 12.0% 18.0% 17,706,797 3,346,470 139,150 21,192,417

### RESIDUAL GROSS LAND COST

Stamp Duty 13,430,189  
Legal Fees 514,119  
Land Introductory Fees 205,648  
Planning Gain 0.0% 2,428,035  
RESIDUAL NET LAND OFFER 10,282,387

### DEVELOPMENT COSTS

(Build Costs + Selling & Marketing + Finance Costs + Contractors Margin + Gross Land Cost) 97,816,038

### **Appendix 3 – Form of Lease**

**Lease for the construction and sale of dwellings upon land at  
former Catford Stadium Site**

**Dated**

**GLA Land and Property Limited  
(GLA)**

**BDW Trading Limited  
(Developer)**

SNR Denton UK LLP  
One Fleet Place  
London EC4M 7WS

**Lease**

**LR1. Date of lease**

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

LN23450, LN23502 and TGL237047

**LR2.2 Other title numbers**

None.

**LR3. Parties to this lease**

**Landlord**

**GLA Land and Property Limited (Landlord)** (Company No: 07911046) whose registered office is at Windsor House 42-50 Victoria Street London SW1H 0TL

**Tenant**

**BDW Trading Limited (Tenant)** registered in England with number 03018173 whose registered office is at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicester LE67 1UF

**LR4. Property**

**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**

The land demised by this lease is known as development site at former Catford stadium site, London, defined as the Land in Clause 1 and more fully described in that definition.

**LR5. Prescribed statements etc.**

None.

**LR5.1 Statements prescribed under rules 179 (dispositions in favour of a charity), 180 (dispositions by a charity) or 196 (leases under the Leasehold Reform, Housing and Urban Development Act 1993) of the Land Registration Rules 2003.**

None.

**LR5.2 This lease is made under, or by reference to, provisions of:**

N/A

**LR6. Term for which the Property is leased**

The term as specified in this lease at Clause 3.1

**LR7. Premium**

£10,130,743.00 together with VAT of £2,026,148.60

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

None.

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

None.

**LR12. Estate rent charge burdening the Property**

None.

**LR13. Application for standard form of restriction**

The Parties to this lease apply to enter the following standard form restriction against the title of the Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by a conveyancer that the provisions of clause 5.1 of the lease made between (1) GLA Land and Property Limited and (2) BDW Trading Limited have been complied with or that they do not apply to the disposition"

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

N/A.

## PARTICULARS

<b>ESTATE NAME:</b>	Catford Stadium
<b>NUMBER OF DWELLINGS:</b>	589 units comprising: 113 Affordable Units 60 Shared Ownership Units 416 private Units 508 square metres Non-residential Units
<b>PRICE:</b>	£10,130,743.00 together with VAT of £2,026,148.60
<b>DEVELOPMENT END DATE:</b>	6 years from the date of this Lease subject to any extension pursuant to paragraph 7 of Schedule 1
<b>PAYMENT END DATE:</b>	The earlier of practical completion of the Development or the fifth anniversary of the date of this Lease
<b>GLA'S PERCENTAGE:</b>	As defined in the Overage Covenant
<b>DEVELOPER'S SUBMISSION:</b>	The proposals submitted by the Developer in response to the Invitation to Tender dated 6 June 2012 issued by the GLA (including any subsequent variation or addition thereto agreed by the GLA (not to be unreasonably withheld or delayed))
<b>CODE LEVEL:</b>	3

# LEASE

**Dated**

**Between**

- (1) **GLA Land and Property Limited** (the **GLA**) (referred to in Clause LR3 as the Landlord) (Company No: 07911046) whose registered office is at Windsor House 42-50 Victoria Street London SW1H 0TL; and
- (2) **BDW Trading Limited** (the **Developer**) (referred to in Clause LR3 as the Tenant) registered in England with number 03018173 whose registered office is at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicester LE67 1UF

**It is agreed:**

## 1. DEFINITIONS

In this Lease the following definitions apply:

**Acceleration Date** means the twenty eighth day after service of written notice invoking the Acceleration Date by the GLA on the Developer following:

- (i) a material breach by the Developer of the terms of this Lease provided always that the GLA has given prior written notice of such breach to the Developer and the Developer has failed to remedy such breach within a reasonable time of receipt of such notice; or
- (ii) entry by the Developer into liquidation (other than for amalgamation or reconstruction where the Developer is solvent)

**Adoptable Common Services** means all Common Services which are intended to be constructed on the Land and intended to become adopted or maintainable at the public expense or by any public or statutory authority

**Affordable Flat** means any Flat which is allocated to be used for social housing pursuant to the Approved Plans and Affordable Flats means any more than one

**Affordable Housing Disposal** means any disposal (including any contracts, transfers or long leases) of Affordable Flats to the Association

**Affordable Leasehold Building** means a building either comprising entirely of Affordable Flats or comprising of Sale Flats and Affordable Flats (including in both cases any Non-Residential units) and any land forming the curtilage of the building

**Agreement for Lease** means the agreement dated [ ] made between the GLA (1) and the Developer (2) under which this Lease has been granted

**Approved Plans** means the drawings, layout plan, the landscaping layout and scheme, the house types and building specifications and any other plans and specifications relating to the Development (including the information contained in Appendix 1 appended to the Agreement for Lease) which have been approved pursuant to the Agreement for Lease with such amendments as may be approved in

writing by the GLA from time to time (such approval not to be unreasonably withheld or delayed)

**Association** means Gallions Housing Association or such other independent housing organisation registered with the Homes and Communities Agency as a Registered Provider or such alternative housing organisation as approved by the GLA (such approval not to be unreasonably withheld or delayed)

**Block** means any of the discrete elements of the Development comprising (inter alia) Dwellings and/or the Non-Residential Units together with all ancillary areas associated with the relevant Block and all associated landscaping works

**BREEAM** means the Building Research Establishment Environmental Assessment Method

**BREEAM Final Certificate** means a post-construction assessment certificate issued by a company sanctioned by BRE Global in respect of a Non-Residential Unit confirming that such Non-Residential Unit has been constructed so as to achieve the Minimum Stipulated Rating

**Building for Life Award** means the award by the Building for Life Scheme of a Building for Life Bronze Standard for the Development Provided That the Developer shall use reasonable endeavours to achieve Silver Standard

**CIBSE** means Chartered Institute of Building Services Engineers

**Code** means the Government's Code for Sustainable Homes as is current at the date of the Agreement for Lease

**Code Assessor** means an assessor sanctioned by BRE Global to issue a Code Final Certificate

**Code Final Certificate** means an assessment certificate of post-construction compliance with the Code issued by the Code Assessor in respect of a Dwelling confirming that such Dwelling has been constructed so as to achieve not less than the Code Level

**Code Level** means the minimum rating to be achieved under the Code as defined in the Particulars of this Lease (Code Level 3)

**Code Service Provider** means any organisation licensed by (and including) BRE Global which offers training accreditation services to Code assessors under its contract with the Department for Communities and Local Government

**Commencement Date** means the date on which the Developer first commences the Development

**Common Areas** means:

- (i) those parts of the Land not included in any Unit;
- (ii) those Highways and Common Services not intended to be adopted as maintainable at public expense

**Common Services** means sewers, drains, channels, pipes, watercourses, gutters, wires, cables, pillars, turrets, amplifiers, poles, soakaways and any other apparatus for the supply, transmission or distribution of water, gas, electricity or telephone, radio or

television signals or for the disposal of soil, foul water, rainwater or surface water but excluding any such items after adoption by the Relevant Authority as maintainable at the public expense

**Compliance Certificate** means in relation to a Unit, Block or Tranche a certificate given by the Compliance Inspector (or in the case of the Code issued by a Code Service Provider or in the case of BREEAM issued by BRE Global) certifying that:

- (i) the Unit, Block or Tranche has been erected in accordance with the Approved Plans;
- (ii) Substantial Completion has been certified by the Developer's Architect as being achieved;
- (iii) either the Unit, Block or Tranche has been erected so as to achieve the Quality and Design Standards or the Unit, Block or Tranche has been erected so as to achieve not less than the minimum performance points required for the particular Unit, Block or Tranche in question to enable the Developer to achieve the Quality and Design Standards for the Unit, Block or Tranche in due course;
- (iv) that the Highways sewers drains and other services ancillary to and reasonably necessary for the proper enjoyment of the Unit, Block or Tranche have been completed and are ready for use by the Unit, Block or Tranche or occupiers thereof

**Compliance Inspector** means a suitably qualified professional or professionals appointed by the Developer from time to time with the approval of the GLA (such approval not to be unreasonably withheld or delayed) who is/are qualified to certify matters required to be certified in the Compliance Certificate and to monitor the implementation of the Development Strategies in accordance with clause 24.1 of this Lease

**Compliance Inspector Appointment** means the appointment by the Developer of the Compliance Inspector to issue the Compliance Certificate

**Considerate Constructors Scheme** means the Code of Considerate Practice promoted by the construction industry a copy of which is to be found on the Considerate Constructors Scheme website

**Council** means London Borough of Lewisham

**Deleterious Materials** means any materials or substances which are not in accordance with the report entitled "Good Practice in the Selection of Construction Materials" (published under the auspices of the steering group representing the British Council for Offices and the British Property Federation and prepared by Ove Arup at the date of the Agreement for Lease and/or the relevant British and/or European Standards and/or codes of practice or which are generally known within the construction industry at the time of specification or use to be deleterious to the durability and/or to the health and safety of buildings and/or structures and/or finishes and/or plant and machinery in the particular circumstance in which they are specified to be used

**Developer** includes every person who is a successor in title under this Lease but excludes any Purchasers

**Developer's Architect** means Witherford Watson Mann or such other architect as the Developer may appoint from time to time

**Developer's Submission** means the proposals submitted by the Developer in response to the Invitation to Tender dated 6 June 2012 issued by the GLA (including any subsequent variation or addition thereto agreed by the GLA (not to be unreasonably withheld or delayed))

**Development** means the erection and completion on the Land of all buildings, erections, structures, Highways, drainage, infrastructure and other works in accordance with the Approved Plans, including site preparation and the demolition of any existing buildings to provide for the erection of the Number of Units specified in the Particulars

**Development Strategies** means the individual development strategies prepared by the Developer with the approval of the GLA (such approval not to be unreasonably withheld or delayed) in accordance with the Agreement for Lease

**Drainage** means the disposal of foul and/or surface and/or rain water as the context may admit

**Drainage Systems** means any sewers, drains, pipes, manholes, culverts, soakaways, channels, watercourses, conduits and all ancillary apparatus and equipment necessary for Drainage

**Dwelling** means any house, bungalow, flat, maisonette or other single unit of residential accommodation constructed or to be constructed on the Land together with any land forming its curtilage and any other appurtenant structures

**EIR** means the Environmental Information Regulations 2004 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation

**EIR Exception** means any applicable exemption to EIR

**Enactment** means statute, statutory instrument, statutory guidance, treaty, regulation, directive, byelaw, code of practice, guidance note, circular, common law and any notice, order, direction or requirement given or made pursuant to any of them for the time being in force

**Environment** means all or any of the following media, alone or in combination: the air (including the air within buildings and the air within any other natural or man-made structures above or below ground), water (including water under or within land or in pipes or sewerage systems), soil, land and any ecological systems and living organisms supported by those media and buildings

**Environmental Law** means all European Community, national and local statutes, and the common law, from time to time in force concerning:

- (a) pollution of, damage to or protection of the Environment or health and safety and/or the provision of remedies in respect of or compensation for damage or harm to the Environment or to health and safety and/or
- (b) emissions, discharges, releases or escapes into the Environment or the presence in the Environment of Hazardous Substances or the

production, processing, management, treatment, storage, transport, handling or disposal of Hazardous Substances

and any bylaws, regulations or subordinate legislation, judgments, decisions, notices, orders, circulars, codes of practice and permits from time to time issued or made thereunder having force of law

**Estate Management Scheme** means the scheme to secure the long-term stewardship and maintenance of the Common Areas within the Development as set out in the Development Strategies

**Exempted Information** means any Information that is designated as falling or potentially falling within the FOIA Exemptions or the EIR Exceptions

**Existing Planning Permission** means the outline planning permission dated 30 January 2009 issued by London Borough of Lewisham under reference LE/943/A/TP including the non material amendment dated 12 January 2012 issued by London Borough of Lewisham

**Final Completion Certificate** means a certificate issued pursuant to Clause 6

**Flat** means a single unit of residential accommodation (whether or not on the same floor) constructed or to be constructed on the Land which:

- (a) forms a part only of a building; and
- (b) is divided horizontally from some other part of that building

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation

**FOIA Exemption** means any applicable exemption to FOIA

**GLA** includes the person who is from time to time entitled to the reversion immediately expectant on the determination of this Lease

**GLA's Representative** means [ ] or such other individual as the GLA may notify in writing to the Developer from time to time

**Hazardous Substances** means any wastes, pollutants, contaminants and any other natural or artificial substance, including, for the avoidance of doubt, radioactive material (in each case whether in the form of a solid, liquid, gas or vapour, and whether alone or in combination) which is capable of causing harm or damage to the Environment or to the health and safety of persons

**Highways** means roads, cycleways, footpaths, pavements, accessways, squares, courtyards, driveways, forecourts, entranceways and ancillary verges, landscaped areas, lighting, street furniture, drains, other utilities and associated works

### **Information**

- (a) in relation to FOIA has the meaning given under section 84 of the FOIA; and
- (b) in relation to EIR has the meaning given under the definition of "environmental information" in section 2 of EIR

**Interest** means interest at the rate of four (4) per cent per annum above the base lending rate from time to time of Barclays Bank PLC (or of such other similar UK clearing bank as the GLA may designate from time to time by giving prior written notice to the Developer) both before and after any judgment, calculated on a daily basis from the date on which the payment is due under this Lease to the date on which such payment is made

**Interim Completion Certificate** means a certificate issued pursuant to Clause 5

**Land** means all that land situate at former Catford Stadium site comprising within title numbers LN23450, LN23502 and TGL237047 (and references to "Land" shall include any part or parts of it)

**Lease** means this Lease and any document supplemental to it or entered into pursuant to its terms

**Leasehold Building** means a building comprising entirely of Sale Flats (including any Non-Residential Units) and any land forming the curtilage of the building

**Local Planning Authority** means the Council or such other authority, as shall from time to time have authority to deal with town and country planning matters

**Low Cost Rental Accommodation** means as defined in Section 69 of the Housing and Regeneration Act 2008

**Management Company** means Barratt Residential Asset Management Limited (company registration number 05876680) (known as BRAM) or such other person from time to time nominated by the Developer to deal with the Estate Management Scheme

**Minimum Sound Insulation Requirements** means in respect of Dwellings

- (i) airborne sound insulation valves at least 3dB higher than that required in the Approved Document Part E; and
- (ii) impact sound insulation valves at least 3dB lower than the performance standards set out in the Approved Document Part E

**Non-Residential Unit** means any buildings and structures erected on the Land or to be erected that are not Dwellings including but not limited to shops, restaurants, offices and community facilities and their immediate curtilage and any garages, parking spaces, private spaces, private drives or forecourts relating to such buildings/structures

**Non-Residential Unit Lease** means any lease of any Non-Residential Unit to be granted by the Developer to a Purchaser and Non-Residential Unit Leases means any more than one

**Optimised Planning Permission** means the [planning permission dated [ ] and/or a planning authority decision letter dated [ ] issued by London Borough of Lewisham

**Overheating Standards** means in respect of Dwellings CIBSE Vol A (2007) which requires:-

- (i) for living areas, less than 1% of occupied hours are over an operative temperature of 28°C; and

(ii) for bedrooms, less than 1% of occupied hours are over an operative temperature of 26°C

**Overage Covenant** means a deed of overage covenant entered into on the same date as this Lease by the Developer in favour of the GLA substantially in the form contained within the Agreement for Lease

**Particulars** mean the details appearing in the page of this Lease so headed

**Party** means a party to this Lease and **Parties** means more than one Party

**Planning Acts** means all Enactments relating to town and country planning

**Planning Agreement** means any agreement (other than the Existing Planning Permission, the Optimised Planning Permission or the Section 106 Agreement) agreed by the Developer and required by the Local Planning Authority to be entered into as a condition of the grant or implementation of any planning consent, including any agreement pursuant to any one or more of Section 38 or Section 278 of the Highways Act 1980, Section 33 of the Local Government (Miscellaneous Provisions) Act 1982, Section 111 of the Local Government Act 1972, Section 106 of the Act (as amended by the Planning and Compensation Act 1991) or Section 104 of the Water Industry Act 1991 or any agreement with a water or sewerage undertaker or other appropriate authority as to water supply or to drainage or surface water and/or effluent from the Land or any provision of similar intent and any variation, amendment or modification thereof but excluding the Existing Planning Permission or Optimised Planning Permission

**Purchaser** means any person or entity (excluding the Association) who shall take (or enter into a contract with the Developer to take) a lease (or any other disposal) of any Dwelling(s) or Non-Residential Unit(s)

**Quality and Design Standards** means the minimum quality and design standards for the Development as set out in the Agreement for Lease (including the Mandatory Sustainability Standards and Minimum Development) (as defined in the Agreement for Lease)

**Registered Provider** means a social housing provider who is registered by the Homes and Communities Agency under the Statutory Register of Providers of Social Housing

**Rental Unit** means a Dwelling (being a Dwelling which is to be used as Low Cost Rental Accommodation)

**Request for Information** shall have the meaning set out in FOIA or any request for information under EIR which may relate to the Land or this Lease

**Residential Lease** means any lease of a Dwelling to be granted by the Developer to a Purchaser on a long leasehold basis and **Residential Leases** means any more than one

**Safer Parking Scheme Certificate** means a certificate or written confirmation issued by the relevant local constabulary in accordance with ODPM Public Service Agreement (current at the date of the Developer's Submission)

**Sale Flat** means a Flat in respect of which a long lease has been granted at a premium by the Developer to a Purchaser

**Section 106 Agreement** means the agreement made pursuant to section 106 Town & Country Planning Act 1990 dated 30 January 2009 made between the London Borough of Lewisham and the Homes and Communities Agency

**Secured by Design Certificate** means a certificate or written confirmation issued by the relevant local constabulary in which the Land is situated confirming accreditation by that local constabulary in accordance with ODPM Public Service Agreement (current at the date of the Developer's Submission)

**Services** means sewers, drains, channels, pipes, watercourses, gutters, wires, cables, pillars, turrets, amplifiers, poles, soakaways and any other apparatus for the supply, transmission or distribution of water, gas, electricity or telephone, radio or television signals or for the disposal of soil, foul water, rainwater or surface water

**Shared Ownership Lease** means a lease granted on shared ownership terms of a Shared Ownership Unit in accordance with "shared ownership arrangements" (as defined by Section 70(4) of the Housing and Regeneration Act 2008)

**Shared Ownership Unit** means a Dwelling for which a Shared Ownership Lease is to be disposed of by the Association to a Purchaser

**Site Specific Obligations** means those matters set out in Schedule 1 Part 2

**Substantial Completion** means that the Unit, Block or Tranche is at second fix completion stage whereby the structure and external envelope of the Unit, Block or Tranche is complete and watertight, second fix electrical, plumbing and plastering is complete. The Unit, Block or Tranche is substantially complete, including all items which have an effect on the health and safety of the occupants in accordance with the Building Regulations

**Surety** means Barratt Developments Plc registered in England with number 604574 whose registered office is at Barratt House Cartwright Way Forest Business Park Bardon Hill Coalville Leicester LE67 1UF

**Title Matters** means the matters contained or referred to in (or in the documents contained or referred to in) the entries on the register of the title(s) under which the GLA holds the Land

**Tranche** means such part of the Development as shall be notified by the Developer (acting reasonably) to the GLA from time to time

**Unit** means any Dwelling or Non-Residential Unit

**VAT** means value added tax charged under the Value Added Tax Act 1994 and shall include any interest, fine, penalty or surcharge in respect of value added tax charged

**Works Agreement** means any agreement with supporting bonds (if required by the competent authority) under:

- (a) any agreement with a competent authority for the installation of Services and for the provision and supply of Services including any deed of easement required by that competent authority; and/or
- (b) any other similar agreement with a competent authority for the carrying out and/or diversion and/or undergrounding and/or overhanging of works and the maintenance, cleansing and adoption of the same

**Working Day** means any day except Saturday, Sunday or any public holiday in England

## 2. INTERPRETATION

- 2.1 Terms specified in the Particulars shall have the meanings there given to them.
- 2.2 Where a Party includes two or more persons, the covenants made by that Party are made by those persons jointly and severally.
- 2.3 Words implying one gender include all other genders; words implying the singular include the plural and vice versa and words implying persons include any person or entity capable of being a legal person.
- 2.4 A covenant by the Developer not to do any act or thing includes a covenant not to permit or suffer such act or thing to be done.
- 2.5 A reference to any Enactment includes all modifications, extensions, amendments and re-enactments of such statute in force for the time being and all instruments, orders, notices, regulations, directions, bye-laws, permissions and plans for the time being made, issued or given under them or deriving validity from them.
- 2.6 Provisions are to be construed independently and, if any provision is void or wholly or partly unenforceable, then that provision, to the extent that it is unenforceable, shall be deemed not to form part of this Lease, but the validity and enforceability of the remainder of that provision or of the Lease shall not be affected.
- 2.7 A reference to a numbered clause, schedule or paragraph is a reference to the relevant clause, schedule or paragraph in this Lease.
- 2.8 Headings to clauses, schedules and paragraphs are for convenience only and do not affect the meaning of this Lease.
- 2.9 The words including and in particular shall be construed as being by way of illustration or emphasis only and shall not limit the generality of the preceding words.
- 2.10 References to the completion of a transfer or other disposal mean the execution and delivery of the necessary documents, not their subsequent registration.
- 2.11 Any right or exception granted or excepted in favour of the GLA shall be deemed to be granted or excepted in addition in favour of any other person authorised by the GLA.
- 2.12 Where the consent or approval or expression of satisfaction of the GLA is required such consent or approval may not be unreasonably withheld or delayed and must be in writing and be signed by an authorised officer of the GLA.
- 2.13 Where any indemnity is required to be given under the terms of this Lease:
  - (i) the Party giving the indemnity ("**the Indemnifier**") shall keep the Party with the benefit of the indemnity ("**the Indemnified**") fully informed of all and any claims and liabilities or potential claims and liabilities for which

the Indemnifier may be liable and shall pass copies of all court documents and/ or other relevant communications and correspondence to the Indemnifier promptly following receipt and shall carry out at the Indemnifier's reasonable request and expense all things necessary to minimise any loss or liability and shall provide to the Indemnifier all information and assistance with the Indemnifier may reasonably request and the Indemnified shall not deal with any admission or liability or settle or compromise any such claims and liabilities save for the agreement of the Indemnifier (not to be unreasonably withheld or delayed)

- (ii) the indemnity shall apply only to the extent that the same arises by reason of any breach of this Lease or any tortious acts or omission on the Indemnifier's part and/or any third party to whom the Indemnified has sub-contracted the performance of its obligations or part thereof in the performance of the Indemnifier's obligations under and in connection with this Lease

2.14 By virtue of:

- (i) the Housing and Regeneration Act 2008;
- (ii) the Housing and Regeneration Act 2008 (Commencement No.1 and Transition Provision) Order 2008 (SI 2008 No. 2358 (c.103)) dated 2<sup>nd</sup> September 2008;
- (iii) the Housing and Regeneration Act 2008 (Commencement No.2 and Transitional, Saving and Transitory Provisions) Order 2008 (SI 2008 No. c3068 (c.132)) dated 26<sup>th</sup> November 2008;
- (iv) Homes and Communities Agency, Tenant Services Authority and the Welsh Ministers Transfer Scheme;

all assets, liabilities and interests were transferred from Commission for the New Towns and The Urban Regeneration Agency to Homes and Communities Agency with effect from 1<sup>st</sup> December 2008.

2.15 By virtue of:

- (i) The Localism Act 2011 Ss 190 and 193;
- (ii) The Localism Act 2011 Commencement Order No. 2 Order (SI 2011 No.57 pp 4 (x) and (z) dated 15<sup>th</sup> January 2012;
- (iii) The Housing Regeneration Act 2008 (Commencement Order No.1) and Transitional Saving and Transitory Provisions Order (SI 2008 No. c.3068 (c132) dated 26<sup>th</sup> November 2008;
- (iv) The Greater London Authority Transfer Scheme dated 30<sup>th</sup> March 2012;

all property assets, liabilities and interests, other than those specifically excluded within the Greater London Authority were transferred from the Homes and Communities Agency to the GLA Land and Property Company Ltd (number 07911046) with effect from 1<sup>st</sup> April 2012.

### 3. DEMISE AND PRICE

3 For the Price payable by the Developer to the GLA (the payment details of which are set out in Clause 3.2) and any other sums payable under this Lease and the covenants on the part of the Developer contained in this Lease the GLA HEREBY DEMISES to the Developer with full title guarantee the Land TO HOLD the same unto the Developer from the date hereof for the term of ONE HUNDRED AND TWENTY FIVE YEARS (determinable nevertheless as hereinafter mentioned) SUBJECT to all Title Matters and to all rights, easements, quasi-easements and privileges affecting the Land or any part thereof PAYING THEREFOR the yearly rent of ONE POUND (if demanded) on the anniversary of the date of this Lease.

3.2 The Price shall be paid by the Developer to the GLA pursuant to the following instalments and the payment mechanism contained in the clause 14.5 of the Agreement for Lease:

- (a) upon the date of this Lease the sum of £2,532,685.70 (being 25% of the Price excluding VAT) together with the VAT payment of £2,026,148.60;
- (b) on the Payment End Date the sum of £7,598,058 (being 75% of the Price excluding VAT); and
- (c) on the Acceleration Date the Price less any payments made under Clause 3.2 by the Developer to the GLA.

3.3 Notwithstanding that the full Price has not been paid on the date of this Lease the GLA shall not be entitled to (or have) a vendor's lien.

### 4. DEVELOPER'S COVENANTS RELATING TO THE DEVELOPMENT

The Developer and the GLA covenants with each other to comply with their respective obligations contained in Schedule 1.

### 5. INTERIM COMPLETION CERTIFICATE

5.1 The Developer covenants that when the construction of any Unit, Block or Tranche (as selected by the Developer) has achieved Substantial Completion it will notify the GLA and at the same time procure that the Compliance Inspector supplies a Compliance Certificate for that Unit, Block and Tranche (a copy of which shall be provided to the GLA) and provided that the GLA has received the Compliance Certificate and (acting reasonably) is satisfied as to the matters which are required to be certified in it or any matters disclosed by the Compliance Certificate then (subject to the provisions of Clause 5.2) the Compliance Inspector shall issue a certificate ("**Interim Completion Certificate**") to that effect.

5.2 The Developer hereby covenants with the GLA:

- 5.2.1 not to send out any notice to a Purchaser requiring completion of the sale of a Unit unless and until the Interim Completion Certificate for that Unit has been issued; and
- 5.2.2 not to permit any person to occupy any Unit nor to purport to complete the sale of any Unit until and unless the Interim Completion Certificate for that Unit has been issued.

5.3 The Developer shall procure that in any contract for the sale of a leasehold Unit there shall be inserted into such contract (in a type size and character no less prominent than the remainder of the contract) the following wording:

“The [Purchaser] [Buyer] hereby acknowledges that the grant of the lease of the [Property] may not take place until satisfaction of the requirements set out in clauses 5.1 and 5.2 of the Building Lease dated [ ] relating to the Property granted by the GLA to the Developer and that the [Purchaser] [Buyer] has been advised to obtain (before it completes the purchase of the Property from the Developer) written confirmation from the solicitors acting for the Developer that clauses 5.1 and 5.2 have been complied with”

5.4 Without prejudice to the generality of Clause 21.2 it is agreed that the issue by the Compliance Inspector of an Interim Completion Certificate (or a Final Completion Certificate) is for the GLA's own benefit and does not imply any warranty or representation in respect of any Unit or anything else upon or relating to the Development or the manner, nature or quality of construction or design, fitness for purpose or absence of defect of anything upon the Development nor that any particular standard has been achieved and the GLA shall have no liability to any person in relation to the issuing any such certificate.

## 6. FINAL COMPLETION CERTIFICATE

On achievement of the following by the Developer:

- (a) completion of the whole of the Development to the satisfaction of the GLA (acting reasonably);
- (b) the disposal of all of the Dwellings to Purchasers and Non-Residential Units to tenants/Purchasers; and
- (c) payment by the Developer of the GLA's reasonable and proper costs of issuing the Final Completion Certificate;

the GLA shall issue its certificate confirming final completion of the Development (“Final Completion Certificate”).

## 7. TRANSFERS OF BLOCKS

The Developer and the GLA covenant with each other to comply with their respective obligations contained in Schedules 3 and 4.

## 8. TRANSFER OF THE REMAINDER OF THE LAND

- 8.1 Within one month of the Final Completion Certificate being issued the GLA shall transfer to the Developer and the Developer shall receive the freehold of the remainder of the Land including but not limited to the Common Areas for no additional consideration so as to surrender the Developer's interest in the land transferred.
- 8.2 The transfer shall be in such form as the Developer and GLA shall reasonably agree.

9. Not used

**10. TRANSFER ETC OF COMMON SERVICES AND HIGHWAYS**

The Developer covenants to enter into, at any time at the GLA's request (acting reasonably), any Works Agreements, leases, transfers, easements, licences, agreements or other document with any public or statutory authority in connection with any Drainage Systems, Services or Highways or matters ancillary thereto in such form as the Developer and the GLA shall reasonably agree and the Developer covenants to bring in any of the same and if appropriate to enter into any surrender of the Developer's interest in any land the subject of those documents Providing any such document does not prevent the Developer from carrying out the Development and complying with its obligations under this Lease

11. Not used

**12. GENERAL PROVISIONS RELATING TO TRANSFERS**

Notwithstanding the completion of any transfer or lease under this Lease, the provisions of this Lease shall remain in force in respect of anything remaining to be done by the Developer or the GLA. In particular, such completion is not to be treated as an acknowledgment by the GLA that all money due from the Developer to the GLA in respect of the transfer has been paid or that the Developer has complied with any other obligations on its part Provided That the Developer shall not be required to enter into any Unit to carry out any works following lease or transfer of that Unit to a Purchaser or Association and Provided Further That notwithstanding that all money due under the Agreement for Lease has not been paid the GLA shall not have or be entitled to a vendor's lien.

**13. DEVELOPER'S FURTHER COVENANTS**

The Developer further covenants with the GLA as follows:

- 13.1 To pay (if demanded) the reserved rent on the days and in the manner aforesaid.
- 13.2 To pay Interest on any sum of money payable to the GLA by the Developer under this Lease which is not paid when payment is due.
- 13.3 To pay all rates, taxes, claims, assessments and outgoings whatsoever in respect of the Land (except in relation to any Dwelling or any Non-Residential Unit which has been disposed of to a Purchaser or in relation to any Affordable Housing following any Affordable Housing Disposal) now or hereafter imposed or charged upon the owner or occupier but excluding any payable by the GLA occasioned by receipt of the rents or by any disposition of or dealing with or ownership of any interest reversionary to the interest created by this Lease.
- 13.4 To indemnify and keep indemnified the GLA from and against all claims, demands and liabilities directly arising from the use or occupation of the Land or its condition (except in relation to any Dwelling or any Non-Residential Unit which has been disposed of to a Purchaser or in relation to any Affordable Housing following any Affordable Housing Disposal) or any breach by the Developer of the provisions of this Lease or in respect of the design of the Development or any part thereof and the materials and workmanship used by

the Developer in the Development or any part thereof and any inaccuracies in the plan or other description of any Dwelling used in any transfer.

- 13.5 Not to use the Land other than for the Development.
- 13.6 Not to assign, underlet, transfer, charge, share or part with possession of or grant any licence or interest in respect of the Land or any part thereof save that the Developer shall be permitted with the prior written consent of the GLA (such consent not to be unreasonably withheld or delayed) to charge this Lease to a person, firm or company providing the development finance for the construction of the Development and save that the Developer shall be permitted to enter into contracts with Purchasers in relation to the grant of Residential Leases and Non-Residential Unit Leases and to grant Residential Leases and Non-Residential Unit Leases to Purchasers Provided that the Residential Leases are substantially in the standard form of the Management Company (as approved by the GLA prior to the date of the Agreement for Lease) and shall be entitled to enter into any Affordable Housing Disposals.
- 13.7 Within fourteen days after the date of every dealing charge or other devolution of this Lease to give notice thereof in writing to the GLA and produce to it a certified copy of the instrument effecting the devolution and pay the GLA's reasonable registration fee (being not less than £30 plus VAT) (and in the case of a Permitted Chargee (as defined in Clause 15), such notice shall contain an address for service within England and Wales for the chargee).
- 13.8 To pay all reasonable and proper expenses (including solicitors' costs and surveyor's fees) incurred by the GLA of and incidental to and in connection with:
  - (a) the preparation and service of any notice under Section 146 of the Law of Property Act 1925 and any proceedings under Sections 146 or 147 of that Act even if forfeiture is avoided otherwise than by relief granted by the Court; and
  - (b) any notices or consents required or given under this Lease.
- 13.9 On the receipt of any notice, order, direction or thing from any competent authority affecting or likely to affect the Land whether the same shall be served directly on the Developer or the original or a copy thereof be received from any other person whatsoever the Developer will:
  - (a) so far as such notice, order, direction or other thing or the Act regulations or other instrument under or by virtue of which it is issued or the provisions hereof require it so to do comply therewith at its own expense; and
  - (b) forthwith deliver to the GLA a copy of such notice, order, direction or other thing unless received by the GLA.
- 13.10 At the end or sooner determination of the said term quietly to yield up the Land to the GLA in accordance with the covenants on the part of the Developer contained in this Lease.
- 13.11 Not to do anything on the Land which may be or become a nuisance or annoyance or cause damage or inconvenience to the GLA or to the owners or occupiers of any adjoining or neighbouring land or cause or give rise to the significant possibility of significant harm to the health of living organisms and other interference with the ecological systems of which they form part or cause pollution of ground or surface water Provided Always That the carrying out of

the Development in a reasonable manner shall not be a breach of this covenant.

13.12 To comply with all Title Matters.

13.13 The Developer shall use reasonable endeavours to enforce expeditiously all rights and remedies which it may have against the Compliance Inspector and shall not without the prior written consent of the GLA (which shall not be unreasonably withheld or delayed) discharge or release any of them from, nor restrict or diminish any of their obligations or liabilities relating to the Development provided that nothing in this clause shall prejudice or affect the GLA's own remedies against the Compliance Inspector.

#### 14. GLA'S COVENANTS

The GLA covenants with the Developer as follows:

- (a) That the Developer observing and performing the several covenants and stipulations on the part of the Developer herein contained shall peacefully hold and enjoy the Land during the said term without any interruption by the GLA or any person rightfully claiming under or in trust for it.
- (b) If requested by the Developer and at the Developer's expense, the GLA will enter into any of the agreements (excluding any guarantee or bond) as landowner in so far as it is necessary to dedicate the land, Services or other matter on terms approved by the GLA (such approval not to be unreasonably withheld or delayed) subject to the Developer entering into an indemnity (in a form reasonably required by the GLA) indemnifying the GLA against all liability for all costs, obligations and liabilities in connection or arising therefrom.
- (c) If requested by the Developer the GLA as landowner will enter into any transfers, leases, easements, licences, agreements or other document with any public authority in connection with the Adoptable Common Services, Highways, Services or any service media and any ancillary apparatus on terms approved by the GLA (not to be unreasonably withheld or delayed) subject to the Developer entering into an indemnity (in a form required by the GLA (acting reasonably)) indemnifying the GLA against all liability for all costs, obligations and liabilities in connection or arising therefrom.

#### 15. FORFEITURE

In this Lease the following expressions shall have the following meanings:

**Breach Termination Notice** means a written notice served by the GLA on the Developer (copied to the Permitted Chargee and the Surety) as described in Clause 15.1(b) referring to that clause and stating that failure to respond within 10 Working Days could lead to the termination of this Lease

**Developed Land** means each and every part of the Land on which the Developer has from time to time constructed a Dwelling and/or Non-Residential Unit to at least foundation level (excluding floor slab) together with the curtilage and Common Areas associated with all such Dwellings and all appurtenant roads, sewers, services and other facilities and infrastructure

	serving or benefitting or intended to serve or benefit the same
<b>Insolvency</b>	means, in relation to the Developer:
	(a) the appointment of:
	(i) an administrator; or
	(ii) a receiver and/or manager to this Lease by a Permitted Chargee; or
	(iii) a liquidator (whether compulsorily or voluntarily except for the purpose of a solvent reconstruction);
	(b) the Permitted Chargee taking possession as mortgagee;
	(and <b>Insolvent</b> shall be construed accordingly);
<b>Insolvency Termination Notice</b>	means a written notice served by the GLA on the Developer (copied to the Permitted Chargee and the Surety) as described in Clause 15.1(a) referring to that clause and stating that failure to respond within 10 Working Days could lead to the termination of this Lease
<b>IP</b>	means any a liquidator or administrator appointed to the Developer or a receiver
<b>New Lease</b>	has the meaning set out in Clause 18.1
<b>Permitted Chargee</b>	means any mortgagee of this Lease and/or holder of a floating charge over all or substantially all of the Developer's business and assets approved by the GLA pursuant to Clause 13.6 and of whom the GLA has written notice
<b>Suitable Substitute</b>	means a person, firm or company, approved by the GLA (such approval not to be unreasonably withheld or delayed) with the technical ability, commercial expertise and adequate financial facilities to complete the Development on the terms contemplated by this Lease
<b>Terminate the Lease</b>	means, in this clause the exercise by the GLA of any of the rights listed in Clause 15.2 (and Termination of this Lease shall be construed accordingly)
<b>Undeveloped Land</b>	means any part of the Land which from time to time is not Developed Land

#### 15.1 GLA's Remedies on breach

##### (a) **Insolvency event**

If:

- (i) an administration order is made in relation to the Developer
- (ii) the Developer shall enter into liquidation (whether compulsorily or voluntarily except for the purposes of amalgamation or reconstruction of a solvent company);
- (iii) a receiver or manager shall be appointed by the Developer;
- (iv) the Developer becomes Insolvent;

then and in any such case the GLA may serve an Insolvency Termination Notice. Following the service of any Insolvency Termination Notice under this sub-clause, the provisions of Clause 16 shall govern the respective rights of the GLA, the Developer and the Permitted Chargee

(b) **Fundamental Terms etc.**

If there shall be a material breach, non performance or non-observance of any of the terms herein contained and on the part of the Developer to be performed or observed and the Developer shall have failed to remedy the same within a reasonable period from service of a written notice by the GLA to the Developer specifying the breach, non performance or non-observance then and in any such case the GLA may serve a Breach Termination Notice. Following the service of any Breach Termination Notice under this sub-clause, the provisions of Clause 17 shall govern the respective rights of the GLA, the Developer and the Permitted Chargee.

(c) **Failure to Carry out Works**

In addition to the GLA's remedies set out in Clauses 15.1(a) and 15.1(b) above if the Developer or the Permitted Chargee (as appropriate) shall fail to carry out or complete any of the works required by this Lease in accordance with the terms of this Lease and the Developer shall have failed to carry out the same within a reasonable period of a written notice sent by the GLA to the Developer specifying the breach and requiring the Developer to remedy the breach the GLA its agents employees contractors and licensees shall at any time after such notified remediation period be entitled to enter the Land but excluding for the avoidance of doubt any part of the Land leased or transferred to a Purchaser or to the Association and to carry out such works itself and the Developer or Permitted Chargee shall forthwith upon demand reimburse the proper costs fees and expenses incurred by the GLA in connection therewith together with Interest (such costs fees expenses and interest to be recovered by the GLA as a debt).

## 15.2 Termination of the Lease

The GLA may not:

- (a) re-enter and take possession of the Land; or
- (b) forfeit the Lease;

unless it has first served a written notice on the Developer (copied to the Permitted Chargee) and served an Insolvency Termination Notice in

accordance with the terms of sub-clause 15.1(a) or, as appropriate, a Breach Termination Notice in accordance with Clause 15.1(b) and provided further that the provisions of clauses 16 and 17 have been reasonably complied with.

15.3 If the Lease is Terminated:

- (a) to the extent that the beneficial ownership of copyright, design right and any other intellectual property right in any documents, reports, investigations and designs submitted and approved as part of the Existing Planning Permission or Optimised Planning Permission is vested in the Developer, the Developer covenants to use reasonable endeavours to assign to the GLA, any IP and the Permitted Chargee any and all of such documents and the designs contained in them in connection only with its ownership of the Development, any works carried out by the Developer and the Land;
- (b) to the extent that the beneficial ownership of copyright, design right or any other intellectual property right in any documents referred to in sub-clause 15.3(a) above is vested in any person other than the Developer including (without limitation) any of the consultants or the contractor or other contractor or supplier the Developer shall use its reasonable endeavours to procure that the beneficial owner grants to the GLA non-exclusive and irrevocable licence to use and reproduce all and any of the documents and the designs contained in them, for any of the purposes and on the same terms as set out in sub-clause 15.3 (a) above

15.4 Neither the Developer nor the GLA may vary or supplement (or attempt to vary or supplement) the Lease without the prior written consent of the Permitted Chargee, whose consent shall not be unreasonably withheld or delayed.

**16. GLA'S RIGHTS ON DEVELOPER'S INSOLVENCY**

16.1 Within 20 Working Days after the service of an Insolvency Termination Notice either:

- (a) the IP; or
- (b) if the Permitted Chargee has taken possession as mortgagee, the Permitted Chargee shall confirm in writing to the GLA whether it:
  - (i) proposes to complete the Development in accordance with the terms of this Lease; or
  - (ii) proposes to seek a Suitable Substitute to complete the Development; or
  - (iii) proposes not to complete the Development

16.2 The IP or Permitted Chargee may (if either so wishes) indicate in a notice served under Clause 16.1 that it proposes to take the action specified in Clause 16.1(b)(i) pending Clause 16.1(b)(ii) above. If the IP or Permitted Chargee has

given such an indication and taken the action in Clause 16.1(b)(i) within the requisite time scale it will be entitled within a period of 3 months from the date of service of the Insolvency Termination Notice to seek a Suitable Substitute to complete the Development and the provisions set out in Clause 16.4 (other than as to timescale where the provisions of this Clause 16.2 will apply instead) will apply in relation to any Suitable Substitute proposed during that 3 month period.

16.3 Where the IP or Permitted Chargee informs the GLA in writing pursuant to Clause 16.1 that it will complete the Development then the IP (acting in its capacity for and on behalf of the Developer and without any personal liability) and/or the Permitted Chargee (as the case may be) shall be bound by the terms of this Lease from the date of that notification (and the Permitted Chargee shall take an assignment of both the benefit and burden of this Lease within a further 20 Working Days after serving that notification) and (subject to any arrangements for curing any antecedent breaches by the Developer and/or extending the terms of the Lease for a reasonable period in order to permit completion of the Development as the IP or Permitted Chargee and the GLA shall agree, acting reasonably) (or in the absence of agreement as determined by an expert in accordance with Clause 19) on any breach of the terms of this Lease by the IP or Permitted Chargee following that assignment the GLA's rights to forfeit as set out in this Lease will apply but not the obligations set out in Clause 15.

16.4 Where the IP or Permitted Chargee indicates to the GLA in writing pursuant to Clause 16.1 that it will seek a Suitable Substitute then within 3 months after serving that notification it must:

- (a) identify that Suitable Substitute;
- (b) obtain the GLA's approval to that Suitable Substitute (such approval not to be unreasonably withheld or delayed); and
- (c) procure that the Suitable Substitute enters into an assignment of this Lease with new arrangements for curing any antecedent breaches by the Developer and such extension of the term in order to permit the completion of the Development as the Suitable Substitute and the GLA shall agree, acting reasonably (or in the absence of agreement as determined by an expert in accordance with Clause 19).

16.5 If:

- (a) the IP or Permitted Chargee fails to respond to an Insolvency Termination Notice within 20 Working Days of service; or
- (b) their response indicates that they do not wish to complete the Development; or
- (c) the Lease is not assigned within the timescale required by Clauses 16.3 or 16.4 as the case may be;

The GLA may on the earlier of:

- (d) the expiry of that 20 Working Day period; and
- (e) receipt of such response; and

(f) on expiry of the period for assignment;

respectively Terminate the Lease.

16.6 If the GLA Terminates the Lease then:

- (a) it will have regard to its common law obligation to mitigate against its loss; and
- (b) unless the Lease is Terminated as a result of a breach of the Quality Standards, the GLA will grant a New Lease of the Developed Land to the Developer in accordance with Clause 18.

## 17. GLA'S RIGHTS FOLLOWING MATERIAL BREACH OF THIS LEASE

17.1 Within 20 Working Days after the service of a Breach Termination Notice identifying a material breach of this Lease the Permitted Chargee shall confirm in writing to the GLA whether it:

- (a) proposes to complete the Development in accordance with the terms of this Lease; or
- (b) proposes to seek a Suitable Substitute to complete the Development; or
- (c) proposes not to complete the Development.

17.2 Where the Permitted Chargee informs the GLA pursuant to Clause 17.1 they propose to either seek a Suitable Substitute or to complete the Development, then, within 3 calendar months of service of the Breach Termination Notice the Permitted Chargee or its IP must either:

- (a) where they have indicated an intention to seek a Suitable Substitute:
  - (i) identify that Suitable Substitute
  - (ii) obtain the GLA's approval to that Suitable Substitute (such approval not to be unreasonably withheld or delayed); and
  - (iii) procure that the Suitable Substitute enters into an assignment of this Lease with such extension of the term as is reasonable in order to permit the completion of the Development and subject to any arrangements for curing any antecedent breaches by the Developer as the Suitable Substitute and GLA shall agree acting reasonably (or in the absence of agreement as determined by an expert in accordance with Clause 19); or
- (b) where they have indicated an intention to complete the Development enter into an assignment of this Lease with such extension of the term as is reasonable in order to permit the

completion of the Development and subject to any arrangements for curing any antecedent breaches by the Developer as the IP or Permitted Chargee and the GLA shall agree acting reasonably (or in the absence of agreement as determined by an expert in accordance with Clause 19).

- 17.3 Where the Permitted Chargee has responded within the period referred to in clause 17.1 confirming it will seek either a Suitable Substitute or will complete the Development, the GLA will not take any steps to Terminate the Lease for the reasons set out in Clause 17.1 until after the expiry of the time periods permitted to allow for the assignment of this Lease set out in Clause 17.2,
- 17.4 Where the Permitted Chargee does not respond within the requisite period referred to in Clause 17.1 or has replied indicating it will not be taking any action the GLA shall be entitled forthwith to Terminate the Lease.
- 17.5 If the Permitted Chargee fails to complete the assignment of the Lease directly or to a Suitable Substitute in accordance with Clause 17.3 then subject to Clauses 17.7, 17.8 and 18 (which shall survive in the circumstances contemplated by Clause 17.7) the GLA may, without prejudice to any right of action or remedy which may have accrued in respect of any antecedent breach by either party of this Lease, Terminate the Lease.
- 17.6 If the GLA Terminates the Lease then:
  - (a) it will have regard to its common law obligations to mitigate against its loss; and
  - (b) unless the Lease is Terminated as a result of a breach of the Quality Standards, the GLA will grant a New Lease of the Developed Land to the Developer in accordance with Clause 18.
- 17.7 If the GLA shall Terminate the Lease as a result of a breach of the Quality Standards Clause 18 shall not apply.
- 17.8 Pending completion of any assignment and or actual Termination of this Lease pursuant to this Clause 17 the Developer shall remain liable for and shall continue to perform the provisions of this Lease unless the GLA otherwise directs.

## 18. DEVELOPED AND UNDEVELOPED LAND

- 18.1 Where the circumstances in Clauses 6.6 or 17.6 arise and permit the grant of such a New Lease and following service of a Breach Termination Notice or a Insolvency Termination Notice and there has been no assignment of this Lease within the requisite time scale then within 20 Working Days after the forfeiture termination or repudiation of this Lease the GLA will grant to the Developer ("the Lessee") who will accept a lease ("the New Lease") of the Developed Land on the same terms as the terms of this Lease (and the Commercial Conditions as defined in and set out in the Agreement for Lease shall apply to the grant of the New Lease) in so far as they are applicable to the Developed Land (including without limitation the provisions relating to payment of the Price and any overage applicable in each case to the Developed Land) with such changes as the parties acting reasonably shall agree having regard to the extent of the Developed Land and the necessary rights and easements to be granted and

reserved to enable the Developed Land and the Undeveloped Land to be fully developed so as to be beneficially occupied and neither party will ransom the other when agreeing the extent of those rights.

18.2 The New Lease shall include (but not by way of limitation):

Such of the following provisions but only to the extent they are necessary and on terms which are reasonable in relation either to the development and ongoing use of the Developed Land or the development and ongoing use of the Undeveloped Land:

- (a) The right for the Lessee to enter upon the Undeveloped Land to complete all roads sewers services common parts open space or other matters which relate to affect or would be used by the owner or occupier for the time being of any part of the Developed Land ("Service Infrastructure") both before during and after the completion of the Dwellings and/or Non-Residential Units on it
- (b) The right for the Developed Land and each and every part of it to use the Service Infrastructure
- (c) The obligation on the GLA as freehold owner of the Undeveloped Land to join in any agreements or deeds for the adoption, dedication or transfer for the Service Infrastructure reasonably required by the Lessee
- (d) Common obligations on both the GLA and the Lessee to procure that on the sale or letting of all Dwellings and/or Non-Residential Units (whether on the Developed Land or Undeveloped Land) the management arrangements to any non-adoptable common services and areas designed by the Developer are imposed
- (e) Where the Service Infrastructure benefits both the Developed Land and the Undeveloped Land, provisions for:
  - (i) the fair and reasonable contribution by the parties (by reference to the benefit of the Service Infrastructure to their respective interests in the Developed Land and the Undeveloped Land) to the proper and reasonable cost of the construction of Service Infrastructure; and
  - (ii) the payment of the contribution referred to above which where due from the Lessee to the GLA shall be added to the Price and paid in accordance with clause 3.2.2 and where due from the GLA to the Lessee shall be paid from any sums the GLA receives following any subsequent dealing with its estate or interest in the Undeveloped Land.

18.3 The transfer shall be amended to ensure that each Dwelling and/or Non-Residential Units is granted all such rights and easements as it shall reasonably require over both the Developed Land and the Undeveloped Land.

18.4 The Developer will itself accept and take up the New Lease and will execute a counterpart of it.

19. **DISPUTES**

19.1 In this Lease:

**Dispute** shall mean and include any difference or dispute between the GLA and the Developer arising out of or in connection with this Lease which the GLA and the Developer have been unable to resolve between them prior to referring the matter for resolution in accordance with the provisions of this Clause 19 and shall include any question as to the validity or interpretation of this Lease and any dispute arising before or after Termination of this Lease

**Senior Representative** shall mean any director of senior executive officer of the GLA or the Developer

19.2 Any Dispute between the GLA or the Developer arising out of or connected with any matter referred to in this Lease for which a dispute resolution procedure is expressly provided in other clauses of this Lease shall be resolved in accordance with the dispute resolution procedure so provided. Any other Disputes which may arise between the GLA or the Developer shall be resolved in accordance with the procedures of this Clause 19.

19.3 Any Dispute which may arise shall first be referred to the Senior Representative of the GLA and the Developer for resolution through negotiation. Either the GLA or the Developer may at any time give 10 Working Days' notice to the other requiring that a Dispute be referred to the Senior Representatives of the GLA and the Developer. Any such notice shall contain brief particulars of the Dispute which is to be so referred. The Senior Representatives will meet within 10 Working Days of the expiry of the notice, or within such shorter or longer period as may be agreed between the GLA and the Developer and shall at their meeting negotiate in good faith in an attempt to resolve the Dispute. The GLA and the Developer shall bear their own costs of referring a Dispute to Senior Representatives for resolution through negotiation.

19.4 If a Dispute is not resolved by Senior Representative, or if a Dispute has not been resolved within 20 Working Days after service of notice requiring that a Dispute be referred to Senior Representatives for resolution, either the GLA or the Developer shall be entitled to implement the dispute resolution procedure as set out in the following sub-clauses:

19.4.1 any dispute arising between the GLA and the Developer over any calculation or valuation to be made under this Lease shall be referred to an expert to be agreed upon by the parties, or failing agreement, to an expert nominated by the President for the time being of the Royal Institution of Chartered Surveyors and the expert's determination of the calculation or valuation shall be conclusive and binding save in case of manifest error or omission;

19.4.2 in so far as the provisions of this Lease require the form and contents of any document to be entered into between any of the parties hereto to be settled and the settling or conditions of such form shall not be agreed then the same shall be settled by counsel of at least 7 years call and experienced in property matters willing to act and in default of agreement as to his appointment to be appointed by the President for the time being of the Law Society;

19.4.3 any costs payable by reason of the provisions of this Clause 19 shall be borne initially in equal proportions by the GLA and the Developer and

thereafter as may be adjusted by the award or awards pursuant to the provisions thereof.

## 20. NOTICES ETC

- 20.1 Any notice, decision, direction, approval, authority, permission or consent to be given by either Party under this Lease must be in writing and shall be valid and effectual (unless express provisions be made to the contrary) if signed by the director or such other officer or agent as that Party may from time to time by resolution designate for the purpose.
- 20.2 Any notice, decision, direction, approval, authority, permission or consent to be given by a Party shall be sufficiently served, in the case of anything to be served on the Developer, by being left or sent by post to the Developer at its registered office for the time being and, in the case of anything to be served on the GLA, by being left or sent by prepaid registered post or by recorded delivery to the GLA at GLA at Land and Housing Directorate, Greater London Authority, City Hall, The Queen's Walk, London SE1 2AA and marked for the attention of the Regional Director with a copy delivered in the same way marked for the attention of TfL Legal Services at Transport for London, 6th Floor, Windsor House, 42-50 Victoria Street, London SW1H 0TL (or such other address or reference as may be notified in writing by the GLA to the Developer for such purpose) and copied to Barratt Homes (East London Division), Central House, 32-66 High Street, Stratford, London E15 2PF, marked for the attention of the Managing Director or to such other address (or reference) as may be notified in writing by the Developer to the GLA for such purpose.

## 21. THE GLA'S POWERS AND LIABILITY

- 21.1 Nothing herein contained or implied shall prejudice or affect the GLA's rights, powers, duties and obligations in pursuance of its objects as a statutory body and the rights, powers, duties and obligations of the GLA under all public or private statutes, byelaws, orders and regulations may be as fully and effectually exercised in relation to the Land and the Development as if the GLA were not the owner of the Land and this Lease had not been executed by it.
- 21.2 The GLA shall not be under any liability whatsoever in respect of any defect in the design of the Development by reason of the GLA having approved the Approved Plans or otherwise and shall not be deemed to have made any representation or warranty as to the fitness or suitability of the Land for the purposes of the Development or any other representation or warranty and the Developer declares that:
  - (a) save as referred to in the Agreement for Lease no oral representation has been made to the Developer prior to the date hereof by the GLA or its agents concerning the subject matter of this Lease which has influenced, induced or persuaded the Developer to enter into this Lease; and
  - (b) it has been provided with all information necessary to assess the state and condition of the Land and has been afforded full opportunity to enter the Land to conduct such surveys as it wished.

## 22. VALUE ADDED TAX

- 22.1 All monies payable under the terms of this Lease are paid exclusive of VAT.

22.2 In the event of VAT being chargeable on such monies the Developer will on demand pay the same to the GLA at the appropriate rate Provided That the Developer shall not be obliged to pay any VAT unless the GLA shall have first delivered to the Developer a valid VAT tax invoice from the GLA addressed to the Developer.

22.3 Save as the context requires or as otherwise stated in this Lease all references to payments made in this Lease are references to such payments exclusive of VAT chargeable in respect of the supply of goods or services for which the payment is or is deemed to be consideration and insofar as such payments fall to be made under this Lease such VAT shall be added to the amount thereof and against provision of a proper tax invoice therefor paid in addition thereto.

22.4 Without prejudice to the generality of the preceding clause where any supply of goods or services is made or deemed to be made pursuant to this Lease the recipient of such supply shall against provision of a proper tax invoice therefor pay to the supplier the amount of any VAT chargeable in respect thereof.

22.5 Where under the terms of this Lease any cost or expense is to be reimbursed refunded or taken into account in any computation the amount of that cost or expense shall be taken net of any VAT comprised therein to the extent that the person incurring such cost or expense is able to recover such VAT as input tax or otherwise under the provisions of the Value Added Tax Act 1994.

### 23. **ACKNOWLEDGMENT**

23.1 The Parties to this Lease do not intend that any term of this Lease shall be enforceable solely by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person who is not a Party.

23.2 No variation of this Lease shall be made other than by deed.

23.3 The Parties may amend vary or terminate this Lease in such a way as may affect any rights of any persons arising under the Act without the consent of such person.

23.4 Notwithstanding that part of the Price has not been paid on the date of this Lease the GLA will not have or be entitled to any vendor's lien.

### 24. **COMPLIANCE INSPECTOR**

24.1 The Developer shall procure that the Compliance Inspector issues a report on the implementation of the Development Strategies ("**Strategy Report**") and produces to the GLA updated Strategy Reports at such intervals as he shall recommend are reasonably appropriate having regard to the nature of the Development Strategies provided that this obligation shall cease upon issue of the Final Completion Certificate.

24.2 In relation to the Compliance Inspector Appointment the Developer agrees:

(a) to enforce expeditiously all rights and remedies which it may have against the Compliance Inspector (pursuant to the Compliance Inspector Appointment) and shall not without the prior written consent of the GLA (not to be unreasonably withheld or delayed) discharge or release him from, nor restrict or diminish any of his obligations or liabilities relating to the Development provided that nothing

in this clause shall prejudice or affect the GLA's own remedies against the Compliance Inspector;

- (b) to observe and perform the obligations on its part in the manner and at the times set out in the Compliance Inspector Appointment and, so as to ensure the due performance by the Compliance Inspector of his services;
- (c) not to replace or substitute (or agree or approve any replacement or substitution of) the Compliance Inspector without:
  - (i) the prior written approval of the GLA (such approval not to be unreasonably withheld or delayed);
  - (ii) the GLA having approved the form of the appointment of the replacement or substitute Compliance Inspector (such approval not to be unreasonably withheld or delayed); and
  - (iii) such replacement or substitute Compliance Inspector having entered into (and delivered to the GLA) a collateral warranty in favour of the GLA in substantially the same form as that attached to the Compliance Inspector Appointment (subject to any change which the GLA may reasonably require as a result of variation in the form of the new appointment or the status of the replacement or substitute Compliance Inspector).

## 25. **QUALITY AND DESIGN STANDARDS**

The Developer covenants with the GLA to use reasonable endeavours as follows:-

- (a) to obtain as soon as reasonably practicable following completion of the Development a Secured by Design Certificate in respect of the Dwellings and a Safer Parking Scheme Certificate in respect of the Non-Residential Units and shall keep the GLA informed as to the progress of its application for such certificate and shall supply the GLA with a copy of the same once it is issued;
- (b) to following practical completion of 50 per cent (by number) of the Dwellings intended to be constructed within the Development apply for a Building for Life Award and will thereafter use reasonable endeavours to pursue the award of the same and shall provide a copy of such award once made;
- (c) to deliver the Minimum Sound Insulation Requirements for each Dwelling evidenced by pre-completion testing in accordance with Approved Document Part E to 10% of the Dwellings by the Code Assessor; and
- (d) to deliver the Overheating Standards for each Dwelling in accordance with the Overheating Strategy forming part of the Development Strategies.

## 26. **FREEDOM OF INFORMATION ETC**

26.1 The Developer acknowledges that the GLA is subject to legal duties which may require the release of Information under FOIA and/or EIR and that the GLA may be under an obligation to provide Information subject to a Request for Information. The Parties acknowledge that such Information may include matters relating to, arising out of or under this Lease and any information provided by the Developer prior thereto

26.2 The GLA shall be responsible for determining in its absolute discretion whether:

- (a) any Information is Exempted Information or remains Exempted Information; or
- (b) any Information is to be disclosed in response to a Request for Information

and in no event shall the Developer respond directly to a Request for Information to which the GLA is required to respond to, except to confirm receipt of the Request for Information and that the Request for Information has been passed to the GLA, unless otherwise expressly authorised to do so by the GLA

26.3 Subject to Clause 26.4 below the Developer acknowledges that the GLA may be obliged under FOIA or EIR to disclose Information:

- (a) without consulting the Developer; or
- (b) following consultation with the Developer and having taken (or not taken, as the case may be) its views into account

26.4 Without in any way limiting Clauses 26.2 and 26.3, in the event that the GLA receives a Request for Information the GLA will, where relevant, as soon as reasonably practicable notify the Developer

26.5 The Developer will assist and co-operate with the GLA as requested by the GLA to enable the GLA to comply with its disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its employees, agents and sub-contractors will) at their own cost:

- (a) transfer any Request for Information received by the Developer to the GLA as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information;
- (b) provide all such assistance as may be required from time to time by the GLA and supply such data or information as may be requested by the GLA;
- (c) provide the GLA with any data or information in its possession or power in the form that the GLA requires within five Working Days (or such other period as the GLA may specify) of the GLA requesting that Information;
- (d) ensure that all Information produced in the course of this Lease or relating to this Lease is retained for disclosure whilst this Lease is subsisting and for a reasonable period thereafter; and
- (e) permit the GLA to inspect all records retained in accordance with Clause 29.5(d) as requested from time to time

26.6 Nothing in this Lease will prevent the GLA from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and/or EIR in relation to any Exempted Information

## 27. CONSIDERATE CONSTRUCTORS SCHEME

The Developer shall in carrying out the works comprising the Development comply with the provisions of the Considerate Constructors Scheme save that where there shall be

any conflict between the provisions of this Lease and the provisions of the said Scheme the former shall prevail

**28. LAW**

This Lease is governed by and shall be construed in accordance with English law and subject to the exclusive jurisdiction of the English courts.

**29. GOOD FAITH**

The GLA and the Developer shall act at all times in good faith in relation to each other and in relation to this Lease and shall not unreasonably withhold or delay any approval or giving any comment required pursuant to this Lease.

**30. COMMENCEMENT**

For the avoidance of doubt the provisions of this document (other than those contained in this clause) shall not have any effect until this document has been dated

## **SCHEDULE 1 – DEVELOPER’S COVENANTS AND OTHER PROVISIONS RELATING TO THE DEVELOPMENT**

### **Part 1 – General**

#### **1. PRE-DEVELOPMENT MATTERS CONSENTS AND AGREEMENTS**

- 1.1 No work of any nature forming part of the Development shall commence until:-
  - (a) a pre-commencement meeting has been held between the Developer and the GLA's development control officer (or other officer nominated for such purposes by the GLA) to enable the Developer to be briefed on and issued with the GLA's development regulations (and it shall be the responsibility of the Developer to request and arrange such meeting) but the GLA shall procure that the GLA's development control officer attends such meeting promptly following a meeting request from the Developer
  - (b) the Developer has given to the GLA's development control officer (or other officer nominated for such purpose by the GLA) not less than 10 Working Days notice of its intention to commence the Development
  - (c) the Developer has complied with the requirements to be complied with before the Commencement Date under paragraph 1 of this Schedule
  - (d) the Developer has given to the GLA's development control officer (or other officer nominated for such purpose by the GLA) a copy of the notice that it gives to the Health and Safety Executive under Schedule 1 of the CDM (as referred to in paragraph 12.5 of this Schedule)
  - (e) all matters to be complied with under the Planning Agreement prior to commencement of such work have been complied with
- 1.2 Subject to paragraphs 1.5 and 1.6, the Developer must use reasonable endeavours prior to the occupation of the first Sale Flat (or such extended period as the Developer and the GLA may agree) to:
  - (a) obtain all permissions and consents required by all Planning Acts in relation to the Development;
  - (b) obtain consent under the building regulations for the Development in accordance with the requirements of the Building Act 1984; and
  - (c) obtain all other permissions and consents required to carry out the Development.
- 1.3 The Developer shall as soon as reasonably practicable enter into an agreement with the highway authority pursuant to Section 38 and/or Section 278 of the Highways Act 1980 (as appropriate) in respect of the construction and adoption of the Adoptable Highways and procure any bond or guarantee required by the highway authority in connection with any such agreement.
- 1.4 The Developer as soon as reasonably practicable enter into an agreement with the water authority pursuant to Section 104 of the Water Industry Act 1991 in respect of the construction and adoption of the sewers serving the Development and procure any bond or guarantee required by the water authority in connection with such agreement.

- 1.5 (Save to the extent that such matters are provided for under the Agreement for Lease) the Developer must not submit an application for any permission or consent without the GLA's approval (such approval not to be unreasonably withheld or delayed) to the form of application nor may the Developer implement any permission or consent without the GLA's approval to the form of the permission or consent (such approval not to be unreasonably withheld or delayed).
- 1.6 Each of the matters referred in Paragraph 1.2 shall be in accordance with the Approved Plans.
- 1.7 The Developer covenants with the GLA to observe perform and comply with all the obligations on its part contained in any document referred to in paragraph 1.2.

## 2. BOUNDARY FENCES

- 2.1 Before the Commencement Date, the Developer must erect along all boundaries of the Land fences and hoardings in accordance with the GLA's specification contained in the Approved Plans (but in any event being not less than 2 metres in height and being in accordance with the Health and Safety Executive's, or other competent body's, recommendations) and to maintain the same in position and good repair pending practical completion of the relevant part of the Development.
- 2.2 If the Developer shall commence work on the Development without first having erected all fences required under paragraph 2.1 then the GLA shall have the right after serving written notice on the Developer requesting compliance with paragraph 2.1 and the Developer having not actioned such work within a reasonable period of time following the GLA notice to enter upon the Land in order to erect any such fences along the boundaries of the Land (including the right to take down and erect any fences erected by the Developer in an incorrect position, whether on the Land or on adjoining land) and the reasonable and proper cost of all such works undertaken by the GLA (including any works of reinstatement to adjoining land) shall be paid by the Developer to the GLA on demand.

## 3. SIGNAGE DURING CONSTRUCTION

- 3.1 Within three months of the date of this Lease the GLA and the Developer shall consider and agree (both Parties acting reasonably) a signage strategy in relation to the Development to be displayed on the Land
- 3.2 It is agreed that all signage to be erected on the Land will include the name of the GLA in a prominent position and to a size not less than that of the Developer
- 3.3 The Developer shall ensure that all promotional events for the Development are notified in writing in advance to the GLA and that marketing material in respect of the Development acknowledges the GLA's role in providing assistance and the Developer will not issue any material until the manner in which and the wording by which such acknowledgement to be given shall have been given the prior approval by the GLA, such approval not to be unreasonably withheld or delayed

#### **4. SITE ACCESS**

- 4.1 Access to the Land for construction traffic and any other vehicles must be via the site access as agreed between the Parties acting reasonably ("Site Access") and the Developer must use reasonable endeavours to ensure that any of its employees or contractors driving to the Land is aware of the Site Access.
- 4.2 Before the Commencement Date the Developer must erect across the Site Access at every point of permitted vehicular access to the Land a substantial height gauge the top bar of which shall not be more than 16.6 feet above ground level and not less than 5.03 metres from such points of access each such height gauge to incorporate a warning notice which shall read "No loads over 16.6 feet to proceed" or such similar wording and thereafter to maintain the same until completion of the Development.
- 4.3 During the construction of the Development the Developer must ensure that no loads over 16.6 feet in height shall leave the Land.

#### **5. TEMPORARY VEHICLE PARKING**

- 5.1 The Developer must provide at the Commencement Date and maintain during the Development to the satisfaction of the GLA (acting reasonably) a temporary vehicle park for all vehicular traffic used in the course of construction including sub-contractor's and operatives' private vehicles and shall remove the same and make good the Land at practical completion or earlier if appropriate.
- 5.2 The proposed layout of the vehicle park together with construction details shall be provided by the Developer to the GLA not later than the Commencement Date.
- 5.3 The Developer must not park or permit or suffer to be parked construction plant vehicles and private vehicles on highways and highway verges except with the express written consent of the GLA (such consent not to be unreasonably withheld or delayed).

#### **6. COMPLETION OF DEVELOPMENT**

- 6.1 The Developer must:-
  - (a) substantially commence the Development prior to the date which is 3 months after the date of this Lease (but without prejudice to paragraph 1 of this Schedule); and thereafter
  - (b) carry out and complete the Development in a good and workmanlike manner in accordance with the Existing Planning Permission or the Optimised Planning Permission and the Approved Plans and the Quality and Design Standards to such a standard as to ensure the issue of Code Final Certificates in respect of all Dwellings (and BREEAM Final Certificates in respect of all Non-Residential Units) and with all practicable speed but not later than the Development End Date subject to any extensions pursuant to paragraph 7 of this Schedule; and
  - (c) use reasonable endeavours to comply with the Development Strategies

- 6.2 If not so specified in the Approved Plans, the location of all street lighting must be subject to the prior approval of the GLA (such approval not to be unreasonably withheld or delayed).
- 6.3 The Developer shall ensure that no deleterious Materials are used in any works or materials used comprised in or relating to the Development
- 6.4 In carrying out the Development the Developer shall comply with all Planning Agreements affecting the Land (in so far as they relate to the Development) including the payment of all sums payable thereunder and the discharge of all obligations thereunder (save for any which shall be the responsibility of the Association following any Affordable Housing Disposal) at the times stated therein and shall indemnify and keep indemnified the GLA against all actions proceedings claims demands losses costs expenses damages and liabilities arising directly or indirectly from any breach of the Planning Agreements
- 6.5 All Highways and Common Services to be constructed by the Developer shall connect to any existing highway network and shall be constructed in accordance with all applicable Enactments and the Approved Plans and maintained until adopted by the local highways authority (or such later date on which the local highways authority shall assume responsibility for maintenance and repair)

## 7. EXTENSIONS OF TIME

- 7.1 If the Developer is materially delayed in completing or proceeding with the Development by reason of any of the following:
  - (a) outbreak of war or civil insurrection involving the United Kingdom;
  - (b) fire; tempest; frost;
  - (c) any strikes or lockout in the building trade or any kindred trades;
  - (d) any town planning or building licensing or building regulations refusal or restrictions;
  - (e) exercise by the Council or the GLA of their rights under paragraph 21 (archaeology);
  - (f) an extension, variation or alteration made to the Development which shall have been approved by the GLA pursuant to this Lease;
  - (g) any delay in receipt of any consent from any competent authority Provided That the Developer has applied for and used reasonable endeavours to obtain such consent and has provided GLA with reasonable evidence of this; and
  - (h) other unavoidable cause or accident beyond the control of the Developer;

then (except where the delay has been caused by the default or negligence of the Developer) the GLA shall allow such further time for the completion of the Development as may be reasonably specified by the GLA (acting reasonably) and the Development End Date shall be amended accordingly.

- 7.2 If the Developer:
  - (a) has completed 75% or more of the Number of Dwellings in accordance with the terms of this Lease prior to the Development End Date; and

- (b) has served written notice on the GLA not less than 3 months prior to the Development End Date that the Developer has been unable despite using reasonable endeavours to dispose of 70% of the completed Dwellings on the Land; and
- (c) the GLA is satisfied that the Developer has used reasonable endeavours to dispose of the completed Dwellings;

then the GLA shall allow such further time for the completion of the Development (being not more than 12 months) as the GLA considers reasonable in all the circumstances.

- 7.3 Any extension of time for completion of the Development in accordance with paragraph 7.1 or 7.2:

- (a) shall not have effect unless confirmed by the entry by the parties into a deed of variation at the expense of the Developer (provided that the Developer shall only be liable to pay the reasonable and proper legal costs and expenses of the GLA and its own costs); and
- (b) shall not change the Payment End Date.

## 8. APPROVED PLANS

- 8.1 Subject to paragraph 8.2, the Developer must not erect or build or permit or suffer to be erected or built on the Land any building, structure or erection otherwise than in conformity with the Existing Planning Permission or the Optimised Planning Permission and the Approved Plans.
- 8.2 The Developer may, without the GLA's approval, make internal amendments to a Unit which do not affect its external appearance.
- 8.3 Within twenty-eight days after the service of a notice requiring the Developer so to do the Developer must commence to take down and remove all work or materials which shall not be in accordance with the Approved Plans and also within such reasonable time as may be specified in a notice requiring the Developer so to do the Developer must repair and make good defects or omissions to the Development or any part or parts thereof in accordance with the provisions of this Lease Provided That the Developer shall not be required to enter and to carry out work following the grant of a lease or transfer to a Purchaser of a completed Unit.

## 9. SUBSTITUTE MATERIALS

If the Developer proves to the reasonable satisfaction of the GLA that it is necessary to use materials in substitution for materials previously approved by the GLA in the Development then the Developer may use such substitute materials as are first approved by the GLA in writing (such approval not to be unreasonably withheld or delayed) provided that such substitutions are of no less specification quality design suitability and fitness for purpose than the original materials and are consistent with the Approved Plans and do not comprise any Deleterious Materials.

## 10. THE GLA'S RIGHTS TO VIEW ETC AND REMEDY BREACHES

- 10.1 The Developer must permit the GLA by its servants or agents to enter upon the Land at all reasonable times (or at any time in an emergency) for any reasonable purpose (subject to complying with such safety and security

precautions and legislation as may be in force from time to time at the Development), including:

- (a) to view the state of progress of the Development and the materials used and intended for use in connection therewith;
- (b) ascertaining whether the obligation of the Developer under this Lease or any other document have been observed and performed; and
- (c) to exercise the rights excepted and reserved;

Provided That the GLA shall not issue any instructions to any persons employed in carrying out the Development and shall be accompanied by a representative of the Developer if required by the Developer.

10.2 Within one month of the GLA notifying the Developer of any breach of the Developer's covenants under this Lease (or sooner if reasonably required by the GLA) to remedy the same within a reasonable period of time considering the nature of the breach AND if the Developer shall default in doing so within such prescribed rectification period it shall be lawful for the GLA to enter the Land to remedy any such breach and all proper and reasonable costs and expenses thereby incurred shall be paid by the Developer to the GLA on demand as a debt due to the GLA.

## 11. COMPLIANCE WITH ENACTMENTS

11.1 The Developer must do all acts and things required by, and conform in all respects with, the provisions of any Enactments applicable to the Development (which for the avoidance of doubt shall include the provisions of Section 57 of and Schedule 22 to the Environment Act 1995) and in particular to comply with:

- (a) the lawful requirements of any statutory undertakers in respect of electricity, gas, water, telephone or other public services; and
- (b) the conditions imposed by any agreements, licences, permissions and approvals for development or use granted in relation to the Land and the Development.

11.2 The Developer must not do anything in relation to the Land and the Development which may result in the GLA incurring or becoming liable to pay any penalty, damage, compensation, costs, charges or expenses under the provisions of any Enactments.

### 11.3 Competent Authorities

- (a) In this paragraph "**Competent Authority**" means any government body, the Environment Authority, court, tribunal or other body deriving power under Environmental Law
- (b) The Parties agree that the apportionment by a Competent Authority of any liabilities that may arise under Part IIA of the Environmental Protection Act 1990 (as amended) (**Part IIA**) in respect of pollution or contamination present in on or under or originating from the Land shall be undertaken on the basis that the Developer shall have full responsibility for any and all such liabilities.
- (c) It is hereby acknowledged and intended by the parties that paragraph 11.3(b) is an agreement on liabilities for the purposes of Part IIA.

- (d) The Parties agree that in the event of a notification being served on any of them which indicates that the Land is or is likely to be determined 'contaminated land' under Part IIA to notify the other as soon as is reasonably practicable.
- (e) The Parties undertake to furnish the Competent Authority with a copy of this Lease as soon as is reasonably practicable after receiving a note from the Competent Authority or a notification under sub-paragraph 11.3(d), and individually to agree to the application of sub-paragraph 11.3(b) and to confirm such individual agreement in writing to the Competent Authority following receipt of such notice or notification.
- (f) The Parties hereby undertake to use all reasonable endeavours to ensure that the Competent Authority applies the agreement on liabilities set out in sub-paragraph 11.3(b).
- (g) For the avoidance of doubt the GLA shall retain the right to appeal against a decision of a Competent Authority in accordance with Part IIA's appeal procedure.

11.4 The Developer hereby undertakes to indemnify the GLA and keep the GLA indemnified in respect of all and any fines, penalties, charges, actions, losses, costs, claims, expenses, demands, duties, obligations, damages and other liabilities that the GLA may suffer (i) as a result of any failure of the Developer to adhere to the provisions of paragraph 11.3; or (ii) arising from any pollution or contamination present in or under or originating from the Land.

## 12. CDM REGULATIONS

- 12.1 The Developer accepts that it is a client as defined by the Construction (Design and Management) Regulations 2007 (as amended from time to time) ("CDM") and warrants that it is and will at all times remain competent to carry out the role of a client under CDM.
- 12.2 The Developer accepts that it will act as the only client in respect of the Development and the Developer hereby elects to be the only client under CDM for the Development.
- 12.3 The GLA agrees to the election of the Developer as the only client for the Development for the purposes of CDM.
- 12.4 The Developer shall comply fully with all the obligations of the client under CDM.
- 12.5 The Developer shall procure that as soon as practicable after the CDM Co-ordinator (as defined in the CDM) is appointed the CDM Co-ordinator notifies the Health and Safety Executive of the particulars specified in Schedule 1 of CDM and contemporaneously provides a copy of the notification to the GLA. The Developer hereby agrees that no work shall commence on site until the GLA has received this notification.
- 12.6 The Developer shall not seek to withdraw, terminate or in any manner derogate from such election without the GLA's prior written consent, which the GLA may in its absolute discretion withhold.
- 12.7 The Developer shall ensure that any and all parties engaged in respect of the procurement and/or undertaking of the works comprised in the Development

are aware of the terms of the Developer's election as the only client for the purposes of CDM.

### **13. HEALTH & SAFETY**

- 13.1 The Developer shall at all times comply with all obligations, requirements and duties arising under Health and Safety legislation in connection with the works comprising the Development.
- 13.2 The Developer shall at all times procure the compliance with all obligations, requirements and duties arising under Health and Safety legislation by any and all parties appointed in connection with the works comprising the Development or allowed on the Land.
- 13.3 The Developer shall maintain an accurate record of all health, safety and environmental incidents which occur on or in connection with the Development, and shall provide a report to the GLA's Health & Safety Manager in the form set out in Schedule 3.
- 13.4 The Developer shall notify the GLA's Health & Safety Manager immediately on the occurrence of any of the following events which arise out of or in connection with the Development:
  - 13.4.1 a fatal accident to any worker or a member of the public
  - 13.4.2 any injury to a member of the public requiring reporting under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended from time to time) ("RIDDOR")
  - 13.4.3 any dangerous occurrence, as defined by RIDDOR
  - 13.4.4 the service of any improvement or prohibition notice under the Health & Safety at Work etc Act 1974
  - 13.4.5 any incident having health & safety implications which attracts the attention of the police and/or the media
  - 13.4.6 the commencement of any criminal prosecution under the Health & Safety at Work etc Act 1974

### **14. LANDSCAPING WORKS**

In the event that the Developer shall fail to carry out the landscaping works in accordance with the Approved Plans and in the time period agreed between the Parties and subsequently fails to carry out such works within 20 Working Days of being notified in writing by the GLA (acting reasonably and taking into account the season in question) the GLA shall be entitled to enter upon the Land to carry out the landscaping works in accordance with the Approved Plans and the Developer must forthwith on demand repay to the GLA the proper cost of so doing which cost shall be recoverable by the GLA from the Developer as a liquidated debt.

### **15. INSURANCE**

The Developer must:

- (a) insure, or cause to be insured, at all times during the carrying out of the Development any buildings erected on the Land (save any Units disposed of to Purchasers or land disposed of to the Management Company) (**Insurable Premises**) in a sum sufficient to cover the cost of completely reinstating the same in the event of total destruction together with architects' and surveyors' fees and other expenses incidental thereto against loss or damage by fire, lightning, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion in an insurance office to be approved by the GLA (such approval not to be unreasonably withheld or delayed) and to ensure that the GLA's interest is noted on the policy or policies of insurance;
- (b) pay or cause to be paid, all premiums and other monies necessary for effecting such insurance;
- (c) whenever required, produce to the GLA the policy or policies of such insurance and the last receipt for every premium or other monies or other satisfactory evidence that the policy is in place;
- (d) (in the event of the Insurable Premises or any part thereof being destroyed or damaged as aforesaid) secure that all monies payable by virtue of such insurance shall with all convenient speed be laid out and applied in rebuilding or otherwise reinstating the same in a good and substantial manner in accordance with the terms of this Lease and (in case the same shall be insufficient for that purpose) make up the deficiency out of its own monies;
- (e) not do, or permit to be done, upon the Land anything which may render the policy or policies of insurance void or voidable;
- (f) indemnify the GLA (notwithstanding any supervision or approval of the GLA or any person acting on behalf of the GLA) and insure in an insurance office approved by the GLA (such approval not to be unreasonably withheld or delayed) in the sum of £10,000,000) against any liability, loss, claim or proceedings in respect of any injury or damage whatsoever caused to any person or to any property real or personal in so far as such injury or damage arises out of, or in the course of, or by reason of, the negligent execution of the Development.

## 16. PROTECTION OF HIGHWAYS

- 16.1 The Developer must:
- (a) not deposit any building or other materials within two metres of any Highway;
- (b) comply with all reasonable instructions of the local highway authority and the police given to prevent any congestion of, or hazard to, traffic and in any event arrange for the delivery and removal of all materials to and from the Land with as little inconvenience to pedestrians and traffic as possible;
- (c) at all times protect all Highways against damage arising (and take all necessary or proper precautions for the protection of any person on any Highway against injury arising) by vehicles employed in connection with the Development and forthwith make good any such damage at the expense of the Developer in the event that the perpetrator of such damage does not maintain or repair the same;
- (d) at all times keep all Highways free from mud, dirt, debris and other deleterious matter arising from the carrying out of the Development to the reasonable

satisfaction of the GLA and ensure that all vehicles leaving the Land are clean and properly loaded;

(e) to provide in any contract for the carrying out of the Development or any part or parts thereof a provision requiring the contractor under such contract to comply with the terms of paragraphs 16.1(a) (b) (c) and (d).

16.2 If the Developer fails to carry out any work necessary for compliance with the provisions of this paragraph 16 within 10 Working Days of having received written notification of such default the GLA may undertake the same and the Developer must forthwith on demand repay to the GLA the proper cost of so doing which cost shall be recoverable by the GLA from the Developer as a liquidated debt.

## 17. MAINTENANCE OF HIGHWAYS

The Developer must maintain all Highways constructed by the Developer until adoption by the highway authority or transferred to the Management Company.

## 18. DEFECTS INSURANCE

18.1 The Developer must build every Dwelling so as to comply with the requirements of the National House Building Council (or any successor organisation or other organisation providing equivalent cover) (**NHBC**) and so as to qualify for the insurance cover provided by it which the Developer must obtain.

18.2 That the Developer will do all that is necessary to ensure that every Purchaser of a Dwelling obtains the benefit of the insurance cover provided by NHBC.

## 19. SEWERS, DRAINS AND OTHER CONDUITS

During the construction of the Development the Developer must:

(a) lay out and construct to the reasonable satisfaction of the GLA proper and sufficient branch and connecting sewers, drains, shafts, traps, gullies and gratings and to connect such branch and connecting sewers and drains into public sewers;

(b) liaise with the GLA in connection with the overall programming for the provision of services and comply with all reasonable instructions issued by it to ensure the smooth progress of the Development;

(c) protect all pipes, ducts, cables and statutory undertakers' apparatus against damage as a result of carrying out the works;

(d) take all necessary precautions to ensure the protection of all streams, waterways, surface water, sewers and drains against pollution as a result of carrying out the works and any temporary diversions of existing streams, waterways, sewers or other works must be carried out so as not to reduce the capacity of that stream, waterway, sewer or other works and to the satisfaction of the GLA;

(e) ensure that the Common Services are not blocked and that any connection to a Common Service is effected with the approval of the GLA (such approval not to be unreasonably withheld or delayed) or, where appropriate, the relevant statutory undertaker;

(f) maintain all sewers, drains, pipes, ducts, cables and other conduits constructed by the Developer until adoption by the relevant statutory undertaker or transferred to the Management Company.

## 20. MAINTENANCE UNTIL COMPLETION

20.1 Until completion of the Development, the Developer must keep and maintain the Land and all parts of the Development (except for any parts transferred to a Purchaser or to the Association or to a relevant statutory undertaker) in a neat and tidy condition so far as may be reasonable and prevent so far as may be reasonably practicable any matters or things which may be unnecessarily unsightly or offensive visually or otherwise.

20.2 Until the completion of the disposal of any Unit, the Developer must keep and maintain that Unit in good and marketable condition.

## 21. ARCHAEOLOGY

All fossils, coins, articles of value or antiquity and structures or other remains or things of prehistoric, geological or archaeological interest ("Archaeological Finds") discovered on the Land during the Development shall be the property of the GLA and the Developer must:

- (a) not conceal, remove or damage or permit to be concealed, removed or damaged any Archaeological Finds;
- (b) promptly on discovery of any Archaeological Finds notify the GLA and the archaeology officer of the Council (or other local archaeology authority); and
- (c) allow (upon such reasonable terms as may be agreed with the Developer) officers and agents of the GLA and of the Council (or other local archaeology authority) with or without workmen and plant to enter the Land for the purpose of appraising, recording and removing the Archaeological Finds.

## 22. TREES

Save in accordance with the Approved Plans and subject to the Developer obtaining all necessary consents, not to cut down or top any trees on the Land without the consent in writing of the GLA (which is not to be unreasonably withheld or delayed) which if granted may be subject to such conditions as the GLA may reasonably require.

## 23. GRAVEL ETC

The Developer may use for the purpose of the Development any substances which may be excavated in the proper execution of such works without making any payment for such substances to the GLA or to any person and Provided Always that where such earth, clay, gravel or sand is not required by the Developer for the purposes of the Development the Developer must not sell or dispose of such earth, clay, gravel or sand or permit or suffer any of the same to be removed from the Land without the prior approval of the GLA (which is not to be unreasonably withheld or delayed).

## **Part 2 – Site Specific Obligations**

The Section 106 Agreement

## SCHEDULE 2 – TRANSFER OF LEASEHOLD BUILDINGS

1. The GLA shall transfer, and the Developer shall receive, the freehold interest in a Leasehold Building to the Developer on the following terms:
  - (a) the GLA is not obliged to take any step in relation to the transfer of any Leasehold Building or any part or parts thereof until the first Interim Completion Certificate has been issued in respect of a Unit (or Tranche) in that Leasehold Building ("Transfer Land") save where the provisions of Schedule 3 apply;
  - (b) the form of transfer shall be in a form approved by the GLA (such approval not to be unreasonably withheld or delayed) and shall include:
    - (aa) a covenant by the Developer not to dispose of any part of the Transfer Land until an Interim Completion Certificate for that part of the Transfer Land being disposed of has been issued; and
    - (bb) a restriction prohibiting any disposal of the Transfer Land by the Developer without the Developer or its conveyancer certifying that an Interim Completion Certificate for that part of the Transfer Land being disposed of has been issued ("Restriction");
  - (c) the form of transfer shall be executed by the parties in duplicate;
  - (d) the GLA shall not be required to deduce title (having already deduced title to the Developer before completion of this Lease), nor answer any requisitions or enquiries (whether raised by the Developer or any other person);
  - (e) the Developer shall send the form of transfer (in duplicate) to the GLA, executed by the Developer, not less than 5 Working Days before the anticipated date for completion of the transfer and the GLA shall execute such transfer within three Working Days of receipt and the GLA and the Developer shall only complete the transfer upon satisfaction of the provisions set out in paragraph 1(a) hereof.
2. Immediately before completion of the transfer the Developer must provide a solicitor's undertaking (in a form reasonably acceptable to the GLA) to register the transfer and the Restriction at the Land Registry as soon as reasonably practicable.
3. Simultaneous with the issue of an Interim Completion Certificate for the first Unit (or Tranche) in a Leasehold Building the GLA shall issue a form RX4 releasing such Leasehold Building from the terms of the Land Registry restriction contained in clause LR13 of this Lease.

## SCHEDULE 3 - TRANSFER OF AFFORDABLE LEASEHOLD BUILDINGS

1. In this Schedule 3 the expression "Golden Brick Stage" shall mean the construction of any building in which any Affordable Flat is situated which is clearly under construction and comprising at least two completed courses of brickwork above damp proof course or the provision of a building structure which would comprise a partially constructed building as contemplated by HM Customs and Excise Notice 708 November 2011.
2. The GLA shall transfer and the Developer shall receive the freehold interest in a Affordable Leasehold Building once the Developer has served notice upon the GLA that the Affordable Leasehold Building has reached Golden Brick Stage ("**Affordable Transfer Land**") and otherwise the terms of paragraph 1 (c) and (d) inclusive of Schedule 2 shall apply (mutatis mutandis) to such transfer and the form of transfer shall include:
  - (a) a covenant by the Developer not to make a disposal of the Affordable Transfer Land to the Registered Provider without obtaining from the Registered Provider a deed of covenant with the GLA (in a form to be agreed between the parties acting reasonably) whereby the Registered Provider covenants not to occupy for residential purposes or dispose of any part of the Affordable Transfer Land until an Interim Completion Certificate for that part of the Affordable Transfer Land being disposed of has been issued ("**Deed of Covenant**"); and
  - (b) a restriction prohibiting any disposal of the Affordable Transfer Land by the Developer without the Developer or its conveyancer certifying that a Deed of Covenant has been entered into by the Registered Provider ("**Deed Restriction**").
3. The Developer shall send the form of transfer (in duplicate) to the GLA, executed by the Developer, not less than 5 Working Days before the anticipated date for completion of the transfer and the GLA shall execute such transfer within three Working Days of receipt and the GLA and the Developer shall enter into them on completion.
4. Immediately before completion of the transfer the Developer must provide a solicitor's undertaking (in a form reasonably acceptable to the GLA) to register the transfer and the Deed Restriction at the Land Registry as soon as reasonably practicable.
5. Simultaneous with the issue of an Interim Completion Certificate in respect of the first Unit (or Tranche) in an Affordable Leasehold Building the GLA shall issue a form RX4 releasing such Affordable Leasehold Building from the terms of the Land Registry restriction contained in Clause LR13 of this Lease.

## SCHEDULE 4 – HEALTH AND SAFETY REPORTS

1. The Developer shall provide to the GLA upon written request by the GLA a Health and Safety Report containing the information relating to health and safety performance. As a minimum the Health and Safety Report will contain the following information:
  - 1.1 Accident incidence rates per 100,000 workers ("AIR") involved in the Development, listing by month and rolling annual frequency rate for the lifetime of the works comprising the Development:
    - 1.1.1 accidents resulting in greater than three days lost time
    - 1.1.2 major injuries
    - 1.1.3 fatalities
    - 1.1.4 reportable diseasesall as defined by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended from time to time), in accordance with the formula:
$$\text{AIR} = (\text{A}/\text{N}) \times 100,000$$
where: A = the number of accidents or incidents of the defined type during the period  
N = the average number of workers on the site during the period
  - 1.1.5 reportable injuries to members of the public
  - 1.2 A listing in respect of the works comprising the Development by month, and the rolling annual rate, showing the number of:
    - 1.2.1 days lost due to accidents occurring on the Land or ill-health incurred by workers directly from the said works on the Land
    - 1.2.2 dangerous occurrences as defined by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended from time to time)
    - 1.2.3 enforcement notices served by the regulatory authorities served by the Health & Safety Executive
  - 1.3 A summary in respect of the works comprising the Development of:
    - 1.3.1 all accident investigations carried out in the relevant quarterly period
    - 1.3.2 all actions taken to rectify any identified health and safety deficiencies
    - 1.3.3 all initiatives to improve health and safety undertaken in the period (e.g. site inspections, tool box talks etc)

1.3.4 all visits by the Health & Safety Executive, the Police or the Environment GLA to the Land undertaken in the relevant quarterly period

**EXECUTED** by the Parties as a Deed

**Executed as a deed by** )  
**GLA Land and Property Limited** )  
acting by a Director )

in the presence of:

Director

Signature of Witness :

Name of Witness :

Address :

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**Executed as a deed by** )  
and being )  
two persons authorised to execute on )  
behalf of **BDW Trading Limited** )  
pursuant to a Power of Attorney )  
dated