

Dentons Final

**Agreement for Lease**

**in respect of land at St Clements Hospital Site,  
Bow Road**

**Dated**

*26 October 2012*

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

**Galliford Try Plc  
(Developer)**

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## Agreement for Lease

Dated

26 October 2012

Between

- (1) **GLA Land and Property Limited** (the **GLA**) (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) **Galliford Try Plc** (the **Developer**) (registered in England with number 00836534) whose registered office is at Cowley Business Park Cowley Uxbridge Middlesex UB8 2AL.

### Recitals

- A The GLA 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

**Affordable Dwelling** means any Dwelling provided by means of an allowance on the Price that will enable the asking price or rent to be lower than the prevailing market prices or market rents in the London Borough of Tower Hamlets and to be made available to Qualifying Occupiers

**Affordable Housing** means Affordable Dwellings to be constructed as part of the Development (taking due account of the Affordable Housing Mix) and comprising 35% calculated by habitable room (or such other higher figure as is required or imposed by the Local Planning Authority) of the aggregate of all Dwellings forming part of the Development and which are to be disposed of to Qualifying Occupiers and/or persons or households in housing need (and including those on moderate incomes) all in line with or as may be varied by the Affordable Housing Strategy

**Affordable Housing Mix** means Affordable Housing to be provided at a ratio of 70% Affordable Rent units and 30% Shared Ownership Units on the basis that it will not be concentrated in one part only of the Development

**Affordable Home Ownership Dwelling** has the meaning given to it in the Lease.

**Affordable Housing Strategy** means the strategy published by the Local Planning Authority for the inclusion of Affordable Housing and which relates to the Development



**Affordable Rent** means rented housing let by a Registered Provider of 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 or as may be amended or replaced from time to time

**Appeal** means an appeal to the Secretary of State under section 78 of the Act against a Planning Refusal.

**Appeal Decision** means the written decision of the Secretary of State on the Appeal

**Approved Plans** means the Detailed Design Plans from time to time approved by the GLA and signed on behalf of the GLA and the Developer (with such amendments as may be approved in writing by the GLA from time to time) in accordance with the provisions of this Agreement

**BREEAM Initial Certificate** means (in respect of each Re-furbished Unit within a refurbished building) an assessment certificate in relation to domestic refurbishment issued by a company sanctioned by the Building Research Establishment in respect of each Re-furbished Unit to be erected on the Land pursuant to the Lease confirming:

- (a) that the design of each such Re-furbished Unit is capable of achieving the requirements of the Building Research Establishment Environmental Assessment Method (BREEAM) in relation to domestic refurbishment minimum stipulated standard of assessment of "Very Good" but the Developer shall use reasonable endeavours to obtain a rating of "Excellent"; and
- (b) that no Category D or E Specifications have been (or will be) used

**Category D or E Specification** means any specification or process rated as Category D or E respectively within the Green Guide for Housing Specification produced by the Building Research Establishment (current at the date of the Developer's Submission)

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

**CEEQUAL Assessment** means a provisional stage CEEQUAL assessment report to be supplied by the CEEQUAL Assessor in respect of the whole of the Development confirming that the design of the Development is capable of achieving the minimum stipulated standard assessment of "Very Good"

**CEEQUAL Assessment Registration Form** means a registration form to be delivered to CEEQUAL Ltd prior to commencement of the Development confirming that the Development is required to be assessed for a CEEQUAL Award Certificate and requiring a CEEQUAL Assessment to take place

**CEEQUAL Assessor** means a person previously agreed by the GLA] appointed to assess the CEEQUAL standard of the Development under this Agreement and who has been certified as a CEEQUAL qualified assessor by CEEQUAL Ltd

**CEEQUAL Award Certificate** means a post construction assessment certificate awarded by the CEEQUAL Assessor in respect of the whole of the Development confirming that the Development has been constructed so as to achieve the rating of "Very Good"]

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

**Code Initial Certificate** means an initial design stage assessment issued by a company sanctioned by the Building Research Establishment in respect of the Newbuild Dwellings to be erected on the Land pursuant to the Lease confirming:

- (a) \_\_\_\_\_ that the design of such Dwellings is capable of achieving not less than Code Level 4; and
- (b) \_\_\_\_\_ that no Category D or E Specifications have been (or will be) used

**Code Level** means the relevant minimum rating to be achieved under the Code as specified in the Particulars to the Lease

**Common Areas** has the meaning ascribed to it in the Lease

**Community Foundation** means a charitable company limited by guarantee with board representatives invited from London Borough of Tower Hamlets, ELCLT (or such other body that has as its objects the provision of affordable housing in the area of the Land), GLA and residents of the Development who will be endowed with the freehold **and** ground rent reversion of the Land and whose objects are to pursue its charitable purposes within Bow East; Bow West; Mile End East; and Bromley-by-Bow being wards of the London Borough of Tower Hamlets. Only if there are insufficient beneficiaries operating living working or being educated within the area identified above, may the Community Foundation use any capital ground rents or other income derived from the Land to pursue its charitable purposes elsewhere; initially within the London Borough of Tower Hamlets and if there are insufficient beneficiaries within the London Borough of Tower Hamlets then within the rest of East London (Newham, Waltham Forest, Hackney, Barking and Dagenham, Redbridge, Havering and the City of London) subject to the prior approval of the GLA (not to be unreasonably withheld). The Community Foundation shall be entitled to distribute grant and where applicable to own manage and maintain community facilities for the public and shall be responsible for

- (a) ensuring that the Land is available to all residents of the Development regardless of tenure or contribution to the management and maintenance of that Land;
- (b) consulting with the residents of the Developments on the expenditure of any capital ground rents or other income derived from the Land held by the Community Foundation

**Completion Date** means the 10th working day after the day on which the last of the Conditions has been satisfied

**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 the GLA using a contract substantially in the form of the appointment annexed to this Agreement, who is / are:

- (a) a person registered as an assessor and licensed by the Building Research Establishment to certify compliance with the Code; and
- (b) qualified to certify the matters required to be certified in the Compliance Certificate
- (c) qualified to monitor the implementation of the Development Strategies.

**Conditions** means

- (a) the grant of a Satisfactory Planning Permission allowing for the expiring of the periods in clause 10.2.3 (b) and (c) without the institution of any Third Party Application or where such application is lodged that it is defeated leaving in place an unchallengeable Satisfactory Planning Permission
- (b) the production by the Developer to the GLA of a Code Initial Certificate in respect of the proposed Newbuild Dwellings and a BREEAM Domestic Refurbishment Initial Certificate in respect of each Re-furbished Dwelling or Unit upon the Land
- (c)
  - (aa) the production by the Developer to the GLA of evidence confirming that the CEEQUAL Assessment Registration Form has been submitted; and
  - (bb) the production by the Developer to the GLA of a design stage CEEQUAL Assessment in respect of the design of the proposed Development
- (d) the production by the Developer to the GLA of evidence confirming that the proposed Newbuild Dwellings as designed will achieve the London Housing Design Guide Standards
- (e) the GLA being satisfied (acting reasonably) with any material changes to the Approved Plans which have been made following the grant of Satisfactory Planning Permission
- (f) the production by the Developer to the GLA of a statement detailing which of the Re-furbished Dwellings as designed will achieve the London Housing Design Guide Standards and which will not
- (g) the production by the Developer to the GLA of a Secured by Design Confirmation and (in respect of the Non-Residential Units) a Safer Parking Scheme Confirmation save where such confirmations are not a requirement of or conflict with planning whereupon this condition shall be deemed to have been satisfied provided the Developer has used reasonable endeavours to obtain such confirmations.
- (h) the production by the Developer of each of the listed Development Strategies in a form acceptable to the GLA acting reasonably

- (i) the appointment of the Compliance Inspector in accordance with Clause 11.1 by the Developer in a form of appointment annexed approved by the GLA (such approval not to be unreasonably withheld or delayed) and which provides for the Compliance Inspector to give a Warranty
- (j) the Developer demonstrating :
  - aa) that it has entered into an agreement with the Community Foundation to transfer the freehold ground rent reversion of all parts of the Land transferred to the Developer pursuant to the Lease to the Community Foundation as soon as reasonably practicable following legal completion of the disposal of the last Dwelling of the Development<sup>1</sup>; – and
  - bb) that it has entered into an agreement with East London Community Land Trust (ELCLT) or another organisation meeting the definition of a Community Land Trust within the Housing & Regeneration Act 2008, Part 2, Chapter 1, Clause 79 providing for the disposal of the Affordable Home Ownership Dwellings to ELCLT or another organisation meeting the definition of a Community Land Trust as described above (or such other body as may be approved by the GLA) and such agreement to prohibit purchasers of home ownership shares staircasing out so that they purchase 100% of their home (or if not achievable after using reasonable endeavours) ELCLT or the other organisation as may be approved will be obliged to use any staircasing receipts within the London Borough of Tower Hamlets.

it being expressly acknowledged that no approval of the contents of either of these agreements is required by the GLA except to the extent required to satisfy the requirements of Clause 33.

and **Condition** means any one of them.

**Conditions Satisfaction Date** means [ 26 October ] 2014 (being the second anniversary of date of Agreement) (subject to any extension as provided by Clause 5.8 Clause 5.10 Clause 5.10 and Clause 10.2)

**Conservation Management Plan** means the plan to be produced by the Developer and approved by the GLA which sets out how the development and in particular the listed buildings and other buildings of heritage value will be managed and maintained during the pre development period

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

**Court Confirmatory Decision** means either:

- (a) a judgment of the High Court or Court of Appeal confirming the grant of Planning Permission by the Local Planning Authority or the Secretary of State following an Appeal and the period for an appeal against such a decision has expired without a further Third Party Application being made; or

<sup>1</sup> Note that this may take the form of a three party agreement between Developer, GLA and Community Foundation whereby Developer transfers with both GLA and CF to transfer its freeholds and GLA also covenants with GLA and CF to transfer any residual freeholds which it retains following completion of the Development.

- (b) a judgment of the Supreme Court confirming the grant of Planning Permission by the Local Planning Authority or by the Secretary of State following an Appeal

**Detailed Design Plans** means the detailed drawings specifications layout plans landscaping layout and scheme constraints plans the house types programme of works highways drainage and other infrastructure works and any other plans and specifications or other documents as may be required by the GLA comprising or describing the Development and all matters relating or ancillary to it (all of the foregoing also adding detail to and being in accordance and consistent with any design statements design codes supplementary planning guidance the Invitation to Tender the Developer's Submission and all Planning Agreements the Quality and Design Standards and the Mandatory Sustainability Standards the Minimum Development and the Affordable Housing Mix unless otherwise agreed by the GLA and being in a form suitable for submission for Planning Permission) together with such amendments as may from time to time be approved by the GLA (such approval not to be unreasonably withheld or delayed)

**Developable Area** means the aggregate floor area of all Dwellings permitted to be erected on the Land pursuant to any Planning Permission and for this purpose the floor area of a Dwelling shall mean the gross internal floor area of the Dwelling measured from the inside face of an external or party wall (as the case may be) but excluding for the avoidance of doubt any garages, balconies, garden rooms, conservatories or roof garden areas communal corridors staircases and communal areas attics not capable of conversion porches plant rooms lofts roof voids storerooms basements underground parking areas undercroft parking areas cellars or any areas which do not provide at least six foot standing room outhouses buildings light wells atriums lobbies or greenhouses

**Developer's Solicitors** means DAC Beachcroft LLP of 100 Fetter Lane London EC4A 1BN ref LIN545-0754359)

**Developer's Submission** means the proposal submitted by the Developer in response to the Invitation to Tender (including any subsequent variation or addition thereto agreed by the GLA)

**Developer's Unacceptable Condition** means a condition imposed in a Planning Permission or required in any Planning Agreement which is not a Defined Planning Condition but which contains an obligation or restriction which:

- (a) makes the Planning Permission personal to the Developer;
- (b) limits the occupation or use of the Development to a designated occupier or class of occupiers; or
- (c) has the effect of making the Planning Permission temporary; or
- (d) 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 of a third party (unless such agreement has been received or cannot unreasonably be withheld); or
- (e) will increase the cost of carrying out the Development by more than 10% of the anticipated costs identified in the Developer's Submission; or



- (f) will reduce the Developer's profit on open market sales by more than 10% from the Developer's profit identified in the Developer's Submission; or
- (g) is, or has the same effect as, any of the conditions referred to in Appendix B of Circular 11/95, The Use of Planning Conditions in Planning; or
- (h) materially restricts the freedom of the Buyer to dispose of Dwellings on the open market and at market value by reference to price tenure or ownership of the Dwellings other than for Affordable Housing.

**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 the relevant Satisfactory Planning Permission and all Planning Agreements including site preparation and demolition of any existing buildings to provide for the erection of the Number of Dwellings specified in the Particulars to the Lease

**Development Strategies** means the individual development strategies set out in Schedule 4 to be prepared by the Developer and approved by the GLA

**Dwelling** means any house, bungalow, flat, maisonette or other single unit of residential accommodation to be constructed or refurbished 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 the GLA'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

**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;
- (c) a Court Confirmatory Decision has been issued; or
- (d) where a Quashing Order has been issued and the Local Planning Authority or the Secretary of State has issued a Satisfactory Planning

Permission, the Review Period in respect of that Planning Permission has expired

**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/21791.00701)

**GLA Unacceptable Condition** means a condition imposed in a Planning Permission or required in 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 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 Quality and Design Standards and the Mandatory Sustainability Standards
- (c) provides (or would have the effect) that the development if implemented in accordance with the terms of the 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 Planning Permission would be for a development materially different to that envisaged in the Detailed Design Plans

PROVIDED THAT no such Condition shall be construed as a GLA Unacceptable Condition where the condition arises from a matter already approved by the GLA

**Grant Surplus** means that part of the TFS Grant which is not required to subsidise Affordable Rent Units within the Development based on the information contained in Schedule 7 updated and amended to reflect the actual housing mix provided for in the Satisfactory Planning Permission

#### **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

**Inter Creditor Deed** means the form of inter creditor deed annexed hereto at Schedule 9 with such amendments as the parties may agree acting reasonably

**Invitation to Tender** means the invitation to tender issued by the GLA dated 8 July 2011 as varied by the provisions of this Agreement

**Land** means the development site at former St Clements Hospital Site registered at the Land Registry under title number EGL283399

**Lease** means the lease of the Land in the form of the draft annexed hereto to be granted by the GLA 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 the GLA prior to completion of the grant of the Lease)

**Legal Charge** means a charge to be entered into between the developer and the GLA to secure payment of the Price in the form annexed hereto

**Local Planning Authority** means Tower Hamlets 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 [26 October] 2015 being the third anniversary of date of agreement

**London Housing Design Guide** means the London Housing Design Guide (Interim Version, August 2010)

**Management Company** shall have the meaning set out in the Lease

**Mandatory Sustainability Standards** means the standards of sustainability which the Development is required to achieve and which are to comply with:

- (a) the Code Level in relation to Newbuild Dwellings; and
- (b) the BREEAM Initial Certificate in relation to the Re-furbished Dwellings.

**Minimum Development** means a comprehensive development of the Land which comprises as a minimum of 223 Dwellings unless otherwise agreed;

**Newbuild 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

**Overage Agreement** an agreement made between the Developer and the GLA in the form annexed at Schedule 11 relating to sales overage

**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 Planning Permission, 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

**Planning Application** means an application for detailed Planning Permission for the Development in a form acceptable to the GLA including any amendment thereof, fresh application for Planning Permission for the Development made in substitution thereof or an alternative application for Planning Permission for the Development, in each case made pursuant to the provisions of this Agreement and with the consent of the GLA

provided always that no application amendment or substituted or alternative application shall be other than consistent with and in accordance with the Approved Plans and the Affordable Housing Mix and the London Housing Design Guide

**Planning Counsel** means a specialist planning counsel who has been working continuously as a planning barrister for at least 10 years since call as agreed by the GLA and the Developer (both acting reasonably) or in default of agreement by the Chairman (or other senior officer) of the Bar Council for England and Wales

**Planning Permission** means the grant of planning permission for the Development granted pursuant to the Planning Application, and whether granted by the Local Planning Authority (or by the Secretary of State pursuant to section 77 of the Act or to an Appeal)

**Planning Refusal** means a refusal of Planning Permission (including a deemed refusal arising under Section 78(2) of the Act) or the grant of a Planning Permission which is not a Satisfactory Planning Permission

**Price** means TWELVE MILLION NINE HUNDRED AND FORTY THOUSAND AND FIFTY SEVEN POUNDS (£12,940,057) subject to variation in accordance with Clause 9 or where no TFS Grant is payable ELEVEN MILLION FIVE HUNDRED AND EIGHTY SIX THOUSAND FIVE HUNDRED AND SIXTY POUNDS (£11,586,566.00)

**Qualifying Occupiers** means such persons nominated by the Local Planning Authority and identified as a class of persons within the Affordable Housing Strategy (or part of any Planning Agreement) whose incomes are insufficient to enable them to afford adequate housing locally on the open market and (if there is in place any eligibility criteria for the occupation of the Affordable Dwellings issued by the Local Planning Authority) persons who at the date of their first occupation of an Affordable Dwelling satisfy such criteria

**Quality and Design Standards** means

- (a) the London Housing Design Guide in relation to the Newbuild Dwellings
- (b) reasonable endeavours to achieve the London Housing Design Guide standards in relation to the Re-furnished Dwellings.

**Quashing Order** means the decision of the court to nullify either the Planning Permission granted by the:

- (a) Local Planning Authority; or
- (b) Secretary of State following an Appeal

**Referred Condition** means a planning condition specified in a notice given under either Clause 5.6(b) or Clause 5.6(d)

**Re-furbished Dwelling** means any Dwelling of any tenure within a building on the Land existing at the date of this Agreement and which is retained and refurbished

**Registered Provider** means the Peabody Trust or such other independent housing organisation registered with the Homes and Communities Agency or successor body (as established by Section 81 of the Housing and Regeneration Act 2008) as a Registered Provider as is listed in Schedule 5.

**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 the GLA 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 the GLA

**Safer Parking Scheme Confirmation** means a letter of confirmation from the local constabulary in substantially the form of the draft annexed 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

**Satisfactory Planning Permission** means a Planning Permission which is either unconditional or which contains only conditions which are not Unacceptable Conditions and subject always to the provisions of Clause 5.7

**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 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

**Shared Ownership Unit** has the meaning given in the Lease

**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

**Target Rent** means rent at a level no more than the Target Rent, the calculation of which is set by the Homes and Communities Agency, Tenant Services Authority or successor body

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





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

**Third Party Application** means either of the following:

- (a) a Third Party's application for judicial review of a decision by the Local Planning Authority to grant Planning Permission;
- (b) a Third Party's application under section 288 of the Act in respect of a decision by the Secretary of State to grant Planning Permission following an Appeal

**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 the GLA (in relation to their respective services to be provided under the respective appointments referred to in Clause 11.2 in a form to be approved by the GLA (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 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 the GLA is required such consent or approval must be in writing and be signed by the Executive Director of Housing and Land (or such other officer as shall have been notified in writing by the GLA to the Developer as being the appropriate officer for such purposes)

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 Authority to Homes and Communities Agency with effect from 1<sup>st</sup> December 2008

1.6 By virtue of

- (a) The Localism Act 2011 Ss 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. " and Transitional Saving and Transitory Provisions) Order (SI 2008 No. c.3068 (c132) dated 26<sup>th</sup> November 2008;
- (d) The Greater London Authority Transfer Scheme dated 29<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.

## **2 Conditions**

- 2.1 The grant of the Lease is conditional upon satisfaction of each of the Conditions
- 2.2 The Developer shall use reasonable endeavours to procure the satisfaction of the Conditions in accordance with but subject to the terms of this Agreement and specifically shall:
- 2.2.1 use reasonable endeavours to comply with Condition (c) (bb) within 4 months of the date of grant of Satisfactory Planning Permission;
  - 2.2.2 use reasonable endeavours to comply with Condition (d) within 15 Working Days of the date of grant of Satisfactory Planning Permission;
  - 2.2.3 to use reasonable endeavours to provide updated plans for GLA to approve pursuant to Condition (e) within 15 Working Days of the date of grant of Satisfactory Planning Permission;
  - 2.2.4 to use reasonable endeavours to provide the appropriate statement required pursuant to Condition (f) within 15 Working Days of the date of grant of Satisfactory Planning Permission;
  - 2.2.5 to use reasonable endeavours to provide the appropriate confirmation to satisfy Condition (g) within 3 months of the date of grant of Satisfactory Planning Permission;
  - 2.2.6 to use reasonable endeavours to comply with Condition (h) within 15 Working Days of the date of grant of Satisfactory Planning Permission;
  - 2.2.7 to use reasonable endeavours to comply with Condition (i) within 15 Working Days of the date of grant of Satisfactory Planning Permission;
  - 2.2.8 to use reasonable endeavours to comply with Condition (j) (aa) within 6 months of the date of grant of Satisfactory Planning Permission;
  - 2.2.9 to use reasonable endeavours to comply with Condition (j) (bb) in accordance with Clause 33.5 and in any event within 12 months of the date of grant of Satisfactory Planning Permission
- and in any event the Developer shall use reasonable endeavours to procure the satisfaction of the Conditions no later than the Conditions Satisfaction Date and the GLA shall use reasonable endeavours to approve each of them as soon as reasonably practicable
- 2.3 If all of the Conditions shall be satisfied then this Agreement shall become unconditional unless it shall have been first determined in accordance with the provisions of this Agreement
- 2.4 Save for Clauses 9, 15, 16, 17 and 18 which shall not come into effect until the Conditions have been satisfied, all provisions of this Agreement shall be of immediate effect
- 2.5 The GLA shall be entitled at any time during the subsistence of this Agreement to serve notice upon the Developer waiving Condition (g) whereupon such condition shall be deemed to have been satisfied.

- 2.6 Where all the Conditions have been satisfied apart from Condition (a) in circumstances where a Satisfactory Planning Permission has been granted but has not yet been Finally Determined and the period for final determination will only expire after the Longstop Date the Developer shall be entitled to waive the requirement for Final Determination.
- 2.7 If any of the Conditions shall not have been satisfied (or waived pursuant to clause 2.5 or 2.6) by the Conditions Satisfaction Date then either the GLA or the Developer may at any time thereafter (but before all of the Conditions have been satisfied) 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 the GLA 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 2.5 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

### **3 Deposit**

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

### **4 Approval of the Conservation Management Plan Planning Application and the Detailed Design Plans**

- 4.1 The Developer shall submit a draft Conservation management Plan to the GLA for approval (such approval not to be unreasonably withheld or delayed) within three months of the date of this Agreement. The GLA will comment on this draft within ten days and the Developer will respond to the GLA outlining how the GLA's comments are being addressed within a further seven (7) days and shall in any event use reasonable endeavours to agree the same with the GLA by no later than 1 month following the submission
- 4.2 The Developer's proposals comprising the Development are set out in the Invitation to Tender and the Developer's Submission
- 4.3 Before preparing the proposed Planning Application the Developer will participate in monthly design review meetings, to include meetings at stage C and D with Design for London (or with such body as has replaced it at that time) and with the GLA (or it's statutory successors in title to the Land) and the Local Planning Authority with a view to achieving a design for the Development which is acceptable to all parties involved in such reviews. The Developer shall submit drawings to the GLA for approval such approval not to be unreasonably withheld or delayed. The GLA will comment on these drawings within seven days and the Developer will respond to the GLA outlining how the GLA's comments are being addressed within a further seven (7) days.
- 4.4 The Developer shall within ten months after the date of this Agreement or earlier if the Developer is reasonably able so to do submit to the GLA its proposed Planning Application together with the Detailed Design Plans for approval by the GLA and shall in any event use reasonable endeavours to agree the same with the GLA by no later than 1 month following the submission of the proposed Planning Application to the GLA. The GLA will not unreasonably withhold or delay its approval provided that the proposed Planning Application and the Detailed Design Plans are consistent with the requirements of the Invitation to Tender the Developer's Submission the Affordable

Housing Mix the Mandatory Sustainability Standards the Minimum Development and the design reviews and approval process conducted in accordance with Clause 4.3

## **5 Application and negotiations for 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 grant of a Satisfactory Planning Permission and without prejudice to the generality of this obligation the Developer shall use reasonable endeavours:
- (a) at its own expense to submit the Planning Application (being in a form approved by the GLA pursuant to Clause 4.4) to the Local Planning Authority within 10 Working Days after the date of the GLA's approval of the Planning Application (subject always to Clause 5.3) and in any event submit the Planning Application by the date which is 12 months following the date of this Agreement
  - (b) before and/or following the submission of the Planning Application (if so required by the GLA) in order to increase the likelihood of the grant of a Satisfactory Planning Permission enter into discussions or negotiations with the Local Planning Authority (and the Developer shall in consequence of such discussions or negotiations with the Local Planning Authority if it appears requisite or desirable in order to obtain a Satisfactory Planning Permission amend or withdraw and immediately submit a fresh application or an additional application for Planning Permission in a form previously approved by the GLA)
  - (c) to enter into a planning performance agreement with the Local Planning Authority in the form of the draft planning performance agreement annexed at Schedule 6 (or such other form as the Planning Authority may reasonably require) as soon as reasonably practicable after the date hereof
  - (d) to obtain a Satisfactory Planning Permission as soon as is reasonably practicable and the GLA shall in like manner provide the Developer with such assistance as may be reasonably required so as to enable the grant of a Satisfactory Planning Permission insofar as they are able to do so.
- 5.2 The Developer may only with the written consent of the GLA agree with the Local Planning Authority the extension of the statutory period for the giving of notice of its decision under the Planning Acts
- 5.3 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 the GLA (nor save with the prior written approval of the GLA until the Detailed Design Plans have been approved by the GLA)
- 5.4 Other than a Planning Application made in accordance with this Agreement no application for planning permission shall be made in respect of the Land by or on behalf of the Developer PROVIDED THAT THE Developer shall be entitled to lodge fresh planning applications to allow for interim uses and/or for listed building works subject to the approval of such applications by the GLA such approval not to be unreasonably withheld



5.5 In complying with its obligations in this Clause 5 the Developer will:-

- (a) keep the GLA fully informed of the progress of all Planning Applications
- (b) give reasonable prior notice to the GLA of any meetings with the Local Planning Authority so as to allow them to attend at such meetings and to participate at them
- (c) have due regard to the requirements of the GLA
- (d) promptly following receipt supply the GLA 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 and the Planning Application (including any drafts of the same)
- (e) notify the GLA within 3 Working Days of the receipt of any planning decision in relation to the Planning Application (whether an original amended resubmitted or additional application) ; and
- (f) promptly notify the GLA of any proposal as to the amending resubmission of or making of any additional application for Planning Permission

5.6 Following the grant of a Planning Permission:

- (a) the Developer shall within 5 Working Days of receipt by it of such Planning Permission deliver to the GLA a copy of the Planning Permission;
- (b) the Developer shall within 15 Working Days (time being of the essence) of receipt by it of a Planning Permission notify the GLA in writing whether it considers the Planning Permission to be a Satisfactory Planning Permission and if it considers that the Planning Permission is not a Satisfactory Planning Permission the notice shall identify the conditions which it considers to be Developer's Unacceptable Conditions the reasons therefor. The Developer shall at the same time request the GLA to state whether the GLA considers the Planning Permission to be a Satisfactory Planning Permission;
- (c) if the Developer shall fail to notify the GLA in writing within 15 Working Days of receipt by it of the Planning Permission as to whether it considers the Planning Permission to be a Satisfactory Planning Permission then the Developer shall be deemed to have no objection to such Planning Permission and to regard the Planning Permission as a Satisfactory Planning Permission;
- (d) within 15 Working Days of the request by the Developer referred to in (b) above the GLA shall notify the Developer in writing whether it considers the Planning Permission to be a Satisfactory Planning Permission and if it considers that the Planning Permission is not a Satisfactory Planning Permission the notice shall identify the conditions which it considers to be GLA Unacceptable Conditions the reasons therefor;

- (e) whether or not the GLA receives a notification or request from the Developer under sub-clause (b) above the GLA may notify the Developer in writing whether or not it considers the Planning Permission to be a Satisfactory Planning Permission.

5.7 Any dispute as to whether the Developer or the GLA has acted reasonably in its decision as to whether a Planning Permission is a Satisfactory Planning Permission shall be referred to Planning Counsel who shall act as an expert in accordance with Clause 20 of this Agreement

5.8 If at the Conditions Satisfaction Date any of the following shall apply:

5.8.1 A resolution to grant Planning Permission has been granted but the associated S.106 Agreement has not been implemented

5.8.2 The Developer has lodged a fresh Planning Application in order to seek to obtain Planning Permission rather than appeal a deemed or actual refusal of any prior Planning Application

Then subject to the provisions of clause 5.12 having been observed the Conditions Satisfaction Date shall be extended until the earlier of the Longstop Date or 10 working days following the expiry of the periods in Clause 10.2.3 in respect of the grant (or determination) of a Satisfactory Planning Permission

5.9 If at the Conditions Satisfactory Date there shall have been granted a Planning Permission and either:

(a) the Developer shall not have notified the GLA as to whether it considers that that Planning Permission is a Satisfactory Planning Permission and the period of 10 Working Days referred to in Clause 5.6(c) has not expired; or

(b) the GLA shall not have notified the Developer as to whether it considers that that Planning Permission is a Satisfactory Planning Permission and the period of 20 Working Days referred to in Clause 5.6(d) has not expired

then the Conditions Satisfaction Date shall be extended to the date which is 10 Working Days after the later to occur of:

(i) the notification or expiration of the period referred to in (a) above; or

(ii) the notification or expiration of the period referred to in (b) above

5.10 In the event that a referral has been made to Planning Counsel under the provisions of sub-clause 5.7 and the decision of Planning Counsel is still pending at the Conditions Satisfaction Date (as defined in Clause 1.1 including any extension under Clause 5.8 or Clause 10.2) then the Conditions Satisfaction Date shall be extended to the date which is 10 Working Days after the decision of Planning Counsel is given in writing.

5.11 The Developer shall be entitled at any time during the subsistence of this Agreement to serve notice upon the GLA waiving any particular Developers Unacceptable Condition whereupon such condition shall be deemed to be satisfactory.

- 5.12 In order to qualify for an extension of the Conditions Satisfaction Date pursuant to clause 5.8 hereof the Developer must have:
- 5.12.1 provided to the GLA monthly progress reports on the Planning Application and the related Planning Agreement such progress reports to include details of the planning consultation process and negotiations and where practicable prior notice of any material delays in the determination of the Planning Application
  - 5.12.2 Undertaken a minimum of three pre-application discussions with the local planning authority (at which the Planning Agreement shall be discussed) and that the GLA shall first have been given reasonable opportunity to attend or participate in such discussions
  - 5.12.3 First obtained the prior approval of the GLA to such extension such approval not to be unreasonably withheld or delayed.

## **6 Planning Appeal**

- 6.1.1 If a Planning Refusal is issued by the Local Planning Authority the Developer will at its own expense as soon as practicable lodge an Appeal with the Secretary of State and prosecute the Appeal with all reasonable speed and diligence unless advised by Planning Counsel that there is a less than 60% chance of the Appeal succeeding
- 6.2 If Planning Counsel advises that there is no reasonable chance of the Appeal succeeding then the Developer will provide a copy of the advice of Planning Counsel to the GLA and the GLA may within 20 Working Days of receipt of the advice of Planning Counsel give written notice to the Developer terminating this Agreement
- 6.3 The Developer will use reasonable endeavours to secure that on the Appeal, the Secretary of State grants a Satisfactory Planning Permission as soon as possible.
- 6.4 The GLA will give all reasonable assistance to the Developer in seeking to obtain a Satisfactory Planning Permission at the Developer's cost.
- 6.5 The Developer will keep the GLA regularly informed as to progress of the Appeal and will:
  - 6.5.1 If required by the GLA supply the GLA with copies of all correspondence to or from the Developer or to or from the Developer's Solicitor in connection with the Appeal (including accompanying plans and other documents, but excluding correspondence exclusively between the Developer and the Developer's Solicitor or other legal adviser) within 5 Working Days of the GLA's request
  - 6.5.2 give the GLA at least 5 Working Days' notice of any meetings to be held in connection with the Appeal (except meetings exclusively between the Developer and the Developer's Solicitor or other legal adviser) and will give the GLA and the GLA's representatives, agents, counsel and the GLA's Solicitor the opportunity to attend and a copy of any minutes.
- 6.6 The Developer will, within 5 Working Days after receiving it, give a copy of the Appeal Decision to the GLA.
- 6.7 If a Planning Permission is granted following an Appeal and the Developer gives notice to the GLA under Clause 5.6(b) that the Planning Permission is not a Satisfactory Planning Permission, the Developer may at the same time or within 2

Working Days after the date of that notice, make a written request to the GLA to terminate this Agreement.

- 6.8 Within 15 Working Days after receipt of any request from the Developer to terminate this Agreement under Clause 6.7, the GLA may give written notice to the Developer terminating this Agreement Provided that if the GLA elect not to terminate on the basis that the Planning Permission is a Satisfactory Planning Permission the matter shall be referred to dispute resolution in accordance with Clause 21 and if the Developer's view is upheld that the Planning Permission is not a Satisfactory Planning Permission then this Agreement shall determine and cease to have effect save in respect of any antecedent breaches.
- 6.9 Upon termination of this Agreement pursuant to Clause 6.2 or Clause 6.8 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

## **7 Third Party Applications**

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

- 7.1 Keep the GLA regularly informed on the progress of any Third Party Applications and will supply the GLA 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 5 Working Days after receiving a request for the same from the GLA;
- 7.2 Give the GLA 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);
- 7.3 Give the GLA, the GLA's Solicitor, the GLA's representatives, agents and counsel the opportunity to attend the meetings referred to in Clause 7.2;
- 7.4 Within 5 Working Days of the meeting, give the GLA a copy of any minutes of the meeting referred to in Clause 7.2; and
- 7.5 Within 5 Working Days after receiving it, give the GLA a copy of any judgment issued by the court in relation to the Third Party Application proceedings.

## **8 Planning Agreements**

- 8.1 At the Developer's request and subject to the provisions of this Clause, the GLA will enter into any Planning Agreement with the Local Planning Authority or other competent public authority or body as necessary for the Developer to procure the grant of a Planning Permission.
- 8.2 Any Planning Agreement that the Developer requires the GLA to enter into must be in a reasonable form must not contain any GLA Unacceptable Conditions and must contain stipulations that:
- 8.2.1 the Planning Agreement will not come into effect until the Planning Permission is granted and implemented; and

- 8.2.2 any obligation imposed by the Planning Agreement will be conditional upon the commencement of the Development as authorised by the Planning Permission; and
- 8.2.3 the GLA will not be liable for any breach of the Planning Agreement unless at the date of the breach the GLA holds an interest in the part of the Land in respect of which the breach occurs; and
- 8.2.4 the GLA will be released from all liability under the Planning Agreement if the GLA disposes of its interest in the whole of the Land.
- 8.3 The Developer hereby agrees that it will indemnify and keep the GLA indemnified against all liability, proceedings, costs, claims, demands and expenses incurred or arising under each Planning Agreement that the GLA enters into pursuant to this Agreement, including any irrecoverable VAT thereon.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

## 10 Termination

- 10.1 Subject to Clause 10.2 the Termination Date is the first to occur, if any, of the following dates:
- 10.1.1 if following an Appeal the Appeal Decision is a to refuse Planning Permission the date of the Planning Appeal Decision;
- 10.1.2 if Planning Counsel has given a written decision under Clause 5.7 that a Planning Permission is not a Satisfactory Planning Permission, the date of Planning Counsel's written determination; and
- 10.1.3 the Conditions Satisfaction Date
- 10.2 The Conditions Satisfaction Date cannot be the Termination Date if:
- 10.2.1 the Developer has lodged an Appeal but the Appeal Decision has not been given by the Secretary of State before the Conditions Satisfaction Date; or
- 10.2.2 a Review Period in respect of a Satisfactory Planning Permission granted prior to the Conditions Satisfaction Date has not expired; or
- 10.2.3 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 (as the case may be):

- (a) six weeks following the date of issue of the Appeal Decision letter (provided that no Third Party Application is commenced within such period, in which case Clause 10.2.3(c) shall apply);
- (b) of expiry of the Review Period in respect of such Planning Permission (provided that no Third Party Application is commenced within such period, in which case Clause 10.2.3(c) shall apply); or
- (c) the Third Party Application is Finally Determined.

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

10.4 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.

## **11 Appointment of the Compliance Inspector**

11.1 As soon as reasonably practicable after today's date, the Developer shall appoint (with the approval of the GLA) the Compliance Inspector and such appointment shall be executed as a Deed with the form of Warranty annexed

11.2 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)

## **12 Appointment of the Development Strategies Inspector**

12.1 The duties of the Compliance Inspector shall include the provision of reports on the Developer's implementation of the Development Strategies in order to be satisfied that the Developer has and continues to comply with the Development Strategies both before and after the issue of the Final Completion Certificate by the GLA (as defined in the Lease)

12.2 The Developer shall comply with its obligations set out in Schedule 4

## **13 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 the GLA with a written report on a monthly basis (unless the Parties agree otherwise) providing details of the progress made in satisfying the Conditions, compliance with Development Strategies, progress made against the programme, the discharge of planning conditions, health and safety issues and any other information agreed by the parties.



## 14 Licence

14.1 With effect from the date of this Agreement the Developer shall be responsible for the security health and safety and welfare of the Land and shall make arrangements for:

- (a) all actions necessary under health and safety regulations;
- (b) an annual health and safety review of the Land and the building(s) on it;
- (c) security, health and safety and conservation arrangements to an equivalent standard as specified in the Conservation Management Plan; and
- (d) the payment for all utilities and services provided to the Land.

14.2 To enable the Developer to comply with its obligations on Clause 14.1 but for no other or further purpose with effect from the date of this Agreement the Developer shall be entitled to occupy the Land as bare licensee of the GLA until the earlier of the grant of the Lease or the termination of this Agreement

14.3 During the continuation of the licence granted by Clause 14.2 the Developer:

- (a) shall be responsible for all health safety welfare and security issues arising from the use of the Land;
- (b) shall keep the Land clean and tidy and clear of rubbish and at the expiration of the licence shall leave the Land in a clean and tidy condition and to make good any damage howsoever caused immediately and at the Developer's expense;
- (c) shall keep the buildings on the Land which are covered by the Conservation Management Plan in a state of repair in accordance with the that plan;
- (d) shall not use the Land in such a way as to cause any nuisance damage disturbance annoyance inconvenience or interference to the adjoining or neighbouring property or to the owners occupiers or users of such adjoining or neighbouring property;
- (e) will indemnify the GLA and keep the GLA indemnified against all losses claims demands actions proceedings damages costs or expenses or other liability arising in any way from the licence any breach of any of the Licensee's obligations contained in this Clause 14.3;
- (f) shall not impede in any way the Licensor or its officers servants or agents in the exercise of the GLA's rights of possession and control of the Land; and
- (g) shall notify the GLA's health and safety manager immediately on the occurrence of any of the following events:
  - (i) a fatal accident to any person on the Land
  - (ii) 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")
  - (iii) any dangerous occurrence, as defined by RIDDOR

- (iv) the service of any improvement or prohibition notice under the Health & Safety at Work etc Act 1974
- (v) any incident having health & safety implications which attracts the attention of the police and/or the media
- (vi) the commencement of any criminal prosecution under the Health & Safety at Work etc Act 1974

14.4 In the event that a Satisfactory Planning Permission has not been granted by the date which is two years following the date of this Agreement the GLA will subject to Clause 14.5 reimburse the Developer for 50% of the costs incurred by the Developer in complying with its obligations contained in Clause 14.3 from the second anniversary of the date of this Agreement until the termination of the licence granted by Clause 14.2

14.5 The sums for which the Developer is entitled to be reimbursed under Clause 14.4 are 50% of those costs (net of value added tax) paid by the Developer as shown on receipted invoices for the obligations and services which the Developer is required to provide under this Clause 14 plus an administration fee equal to 2.5% of those costs subject to a maximum of £125,000 per annum

## 15 Grant of the Lease and Price

15.1 The GLA shall grant and the Developer shall accept the Lease on the Completion Date and the Developer shall make an advance payment to the GLA of Three Million Pounds, (being the sum the GLA is required to pay to the East London NHS Foundation Trust on 10 June 2013 pursuant to the agreement between the East London NHS Foundation Trust (1) and The Urban Regeneration Agency (2) dated 11 June 2008).

15.2 Completion of the grant of the Lease shall take place at the offices of the GLA's Solicitors or elsewhere as they may reasonably direct when the Developer shall deliver to the GLA:-

- (a) a duly executed counterpart of the Lease (and the GLA shall deliver to the Developer a duly executed original of the Lease);
- (b) a certified copy of the completed appointment of the Compliance Inspector; and
- (c) the Warranty given by the Compliance Inspector in favour of the GLA
- (d) the Overage Agreement
- (e) legal charge over Lease (to secure deferred payment)

15.3 The Developer shall on the Completion Date pay the GLA by Chaps transfer (to such account as the GLA or the GLA's Solicitors shall specify) all sums due on completion

15.4 If completion shall not have taken place before 1.00pm on any day then completion shall be deemed to have occurred on the next following working day

15.5 All items delivered by the GLA through the post or document exchange in connection with this transaction and its completion shall be at the risk of the Developer

- 15.6 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 any sums due under this Agreement at the Contract Rate from the Completion Date until the later of completion and actual payment (after as well as before any judgment)
- 15.7 The Developer shall as soon as reasonably practicable after completion procure the registration of the Lease at the Land Registry
- 15.8 GLA shall on the Completion Date provide to the Developer:
- (a) A release of the restriction at entry 3 of the Proprietorship Register of EGL283399 in form RX4 or a consent to the registration of the Lease free of the restriction executed by (or on behalf of) the East London NHS Foundation Trust (or where such Trust has ceased to exist by its statutory successor together with evidence of such statutory devolution thereto);
  - (b) Form UN2 to procure the removal of or consent to the registration of the Lease free of the unilateral notice at entries 3 and 4 of the Charges Register of EGL283399 executed by (or on behalf of) the East London NHS Foundation Trust (or where such Trust has ceased to exist by its statutory successor together with evidence of such statutory devolution thereto)

## **16 Deduction of title**

- 16.1 Title to the Land has been deduced prior to the date hereof
- 16.2 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; and
  - (b) as set out or referred to in Clause 18 below

(including all matters arising in connection with the Planning Acts) and shall raise no requisition nor objection thereto save that the Developer shall take free from any obligations comprised in an agreement dated 11 June 2008 made between (1) East London NHS Foundation Trust and (2) the Urban Regeneration Agency and an agreement for lease of the same date and made between (1) the Urban Regeneration Agency and (2) East London NHS Foundation Trust as referred to at entry 3 of the Proprietorship Register and entries 3 and 4 of the Charges Register of EGL283399 respectively

## **17 Possession**

The Land is let with vacant possession on completion

## **18 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:

- 18.1 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
- 18.2 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
- 18.3 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
- 18.4 the documents mentioned contained or referred to in the Property Proprietorship and Charges Registers of title number EGL283399 or any Encumbrances other than any obligations comprised in an agreement dated 11 June 2008 made between (1) East London NHS Foundation Trust and (2) the Urban Regeneration Agency and an agreement for lease of the same date made between (1) the Urban Regeneration Agency and (2) East London NHS Foundation Trust as referred to at entry 3 of the Proprietorship Register and entries 3 and 4 of the Charges Register of EGL283399 respectively

#### 19 Standard Commercial Conditions and ancillary matters

- 19.1 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 19.2 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 "the GLA" 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
- 19.2 In relation to this Agreement the Standard Commercial Conditions shall be varied as follows:
  - (a) Standard Commercial Conditions 1.4, 3.1.1, 3.1.3, 6.1, 6.2, 6.3, 6.4.2, 6.6.2, 6.6.5, 7.1.2, 7.1.4(b), 8.4, 9.1, 9.3, 10.1.3, 10.2.4 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 24;
- (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 2.00pm on the day on which the notice expires.

## 20 Planning Counsel

- 20.1 The Planning Permission will be referred to Planning Counsel to determine whether each Referred Condition is an Unacceptable Condition, if either:
- 20.1.1 a notice has been given by the Developer under Clause 5.6(b) stating that the Planning Permission is not a Satisfactory Planning Permission; or

20.1.2 a notice has been given by the GLA under Clause 5.6(d) stating that the Planning Permission is not a Satisfactory Planning Permission

and either the Developer or the GLA or both of them under Clause 5.7 require the Planning Permission to be referred to Planning Counsel for determination as to whether it is a Satisfactory Planning Permission

20.2 If Planning Counsel appointed dies or becomes unwilling or incapable of acting then:

20.1.1 either the Developer or the GLA may apply to the Bar Council for England and Wales to discharge the appointed Planning Counsel and to appoint a replacement Planning Counsel; and

20.1.2 this Clause will apply in relation to the replacement Planning Counsel as if the first appointed Planning Counsel.

20.3 Planning Counsel will act as an expert and will be required in respect of each Referred Planning Condition to:

20.1.1 decide whether it is an Unacceptable Condition; and

20.1.2 prepare a written note of the decision and give a copy of the decision to both the Developer and the GLA within a maximum of 20 Working Days of the date of Planning Counsel's appointment.

20.4 The Developer and the GLA will each be entitled to make submissions to Planning Counsel and will provide (or procure that others provide) Planning Counsel with the assistance and documents that Planning Counsel reasonably requires to reach a decision.

20.5 Planning Counsel's written decision will be final and binding in the absence of manifest error or fraud.

## **21 Disputes**

(Save where expressly otherwise provided in this Agreement) where in this Agreement:

- (a) any matter falls to be agreed between the parties; or
- (b) a test of reasonableness falls to be applied in respect of any matter; or
- (c) a dispute shall arise in respect of any cost or value

then any 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 the GLA 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

## **22 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
- (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 the GLA 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

## **23 Representations**

23.1 Save for the GLA's Solicitors in respect of any Enquiry Replies no agent adviser or other person acting for the GLA has at any time had the authority of the GLA to make any Representations whatsoever

23.2 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) the GLA shall have no liability to the Developer in respect of the same unless the Developer notifies the GLA of any inaccuracy breach or claim within six months of the date of completion of the Lease; and
- (c) the GLA's maximum liability in respect of any such inaccuracy breach or claim shall be limited to the amount of the Price

## **24 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 the GLA'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 24
- (b) any notice or document sent by fax to the GLA'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 24
- (c) "5.30pm" shall be substituted for "4.00pm" in Standard Commercial Conditions 1.3.5 and 1.3.7
- (d) any notice or document to be given or served upon the GLA must either be sent or delivered to the GLA's Solicitors in accordance with the provisions of this Agreement or sent or delivered (in accordance with the provisions of this Agreement) to the GLA at City Hall The Queen's Walk, London SE1 2AA and marked for the attention of the Executive Director of the Housing and Land Directorate or such other address (or reference) as the GLA may notify in writing to the Developer for such purpose and at the same time a copy must

be sent or delivered to the GLA's Solicitors (in accordance with the provisions of this Agreement)

**25 No assignment or merger**

- 25.1 The Developer shall not be permitted to assign mortgage charge or otherwise part with the benefit of this Agreement nor make any disposition of the Land and the GLA shall not be required to grant the Lease to any person or body other than the Developer
- 25.2 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
- 25.3 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

**26 General**

- 26.1 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
- 26.2 All payments (including interest) to be made by the Developer under this Agreement shall be made without any withholding deduction set-off or counterclaim
- 26.3 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
- 26.4 This Agreement is governed by and shall be construed in accordance with English law and subject to the exclusive jurisdiction of the English courts
- 26.5 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
- 26.6 The consideration for any supply made by the GLA hereunder is exclusive of any Value Added Tax or similar tax duty or imposition which is or becomes chargeable thereon and if any such sum is or becomes so payable the Developer upon production of a valid and proper Value Added Tax invoice in respect thereof shall upon demand pay the same to the GLA
- 26.7 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.

## **27 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

## **28 Terminating Events**

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

- (a) in relation to an individual:
  - 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;
  - the making of a bankruptcy order in respect of the individual;
  - the making of an application for an interim order under section 253 of the Insolvency Act 1986 in respect of the individual;
  - 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:
  - the appointment of an administrator in respect of the company;
  - the appointment of an administrative receiver in respect of the company;
  - the making of an order or the passing of a resolution to wind up the company;
  - the appointment of a provisional liquidator in respect of the company;
  - 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):
  - the appointment of a receiver (including an administrative receiver) in respect of any of the person's assets;
  - the person entering into an arrangement for the benefit of creditors;
  - any distress or execution being levied on any of the person's assets;
  - the person ceasing for any reason to be or remain liable to perform its obligations contained in this Agreement

28.2 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 the GLA 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

## **29 GLA Powers**

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

## **30 Freedom of Information etc**

- 30.1 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 Agreement and any information provided by the Developer prior thereto]
- 30.2 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
- 30.3 Subject to Clause 30.4 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
- 30.4 Without in any way limiting Clauses 30.1 and 30.3, in the event that the GLA receives a Request for Information the GLA will, where appropriate, as soon as reasonably practicable notify the Developer
- 30.5 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; and

- (d) ensure that all Information produced in the course of the Agreement or relating to the Agreement is retained for disclosure; and
  - (e) permit the GLA to inspect all records retained in accordance with Clause 30.5(d)) as requested from time to time
- 30.6 Nothing in this Agreement 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

### **31 Affordable Profit**

- 31.1 As soon as reasonably practicable following the legal completion of the disposal of the last Dwelling in the Development the Developer shall re run its site appraisal using the same methodology as used in the Developer's Submission (in the form attached at Schedule 10 but with actual out turn figures so as to ascertain the net profit for the Development and the net profit allocated to the Affordable Housing element of the Development it being agreed for the avoidance of doubt that the Developers methodology for calculating the affordable profit is on a net basis after allowing for a 5% overhead 7% interest finance and legal costs together with building costs with land value shared infrastructure professional fees S106 Agreement costs and shares landscaping being prorated on a square foot basis
- 31.2 In the event that the Developer's calculation of the net profit allocated to the Affordable Housing is greater than 6% then an excess profit over such 6% figure will be shared between the parties in equal shares
- 31.3 The Developer will supply the GLA with all relevant project account statements fairly and accurately reflecting on an "open book basis" the actual figures for the costs of that part of the Development which comprises Affordable Housing and all receipts and income arising from that part of the Development which comprises Affordable Housing to the intent that it will fully disclose all information to the Agency reasonably required to enable them to verify that the obligation in Clause 31.1 has been complied with.

### **32 Grant Payment**

- 32.1 The provisions of this clause shall only apply where TFS Grant is awarded and a grant agreement between London Borough of Tower Hamlets (1) and GLA (2) and deed of covenant relating to compliance with the terms of the grant agreement entered into between the Developer and the London Borough of Tower Hamlets and the GLA and the Developer shall use reasonable endeavours to negotiate and complete the grant agreement and the deed of covenant as soon as reasonably practicable, both acting reasonably. If these agreements are not signed the Development shall for the avoidance of doubt be construed as not having the benefit of TFS Grant.
- 32.2 The GLA shall pay to the Developer the TFS Grant upon the Completion Date.
- 32.3 Following the grant of Satisfactory Planning Permission the parties shall calculate the amount of the Grant Surplus to reflect the actual consented housing mix extrapolating the relevant information from the Schedule annexed at Schedule 7.

- 32.4 Following the ascertainment of Grant Surplus the Developer shall use such sums for the benefit of the wider community for the broad purposes set out in Schedule {11} at the direction of the GLA.
- 32.5 The Developer will supply the GLA with all relevant project account statements fairly and accurately reflecting on an "open book basis" the actual figures identifying the Target Rent and for the costs of subsidising the Target Rent to the intent that it will verify that the obligations in clauses 32.3 and 32.4 have been complied with in relation to subsidising Target Rent and identifying how the Grant Surplus has been expended

### **33 Community Foundation**

- 33.1 Before entering into any agreement with the Community Foundation the Developer will provide the GLA with evidence that the Community Foundation meets and will continue to meet criteria (a) and (b) in the definition of the Community Foundation.
- 33.2 The Developer agrees to enter into an agreement with the approved Community Foundation for the transfer of the freehold of all parts of the Land vested in it to the Community Foundation such transfer to be completed as soon as reasonably practicable following completion of the Development.
- 33.3 The GLA agrees to enter into an agreement with the Community Foundation (if the Community Foundation so requires) for the transfer of all parts of the Land vested in it to the Community Foundation upon terms acceptable to the GLA acting reasonably as soon as reasonably practicable following completion of the Development.
- 33.4 Unless otherwise agreed with the GLA the Developer agrees to set up the management arrangements for the Development in accordance with the structure and arrangements illustrated on the flowchart set out at Schedule 8.
- 33.5 The Developer agrees to use reasonable endeavours to enter into an agreement with ELCLT or another approved organization for the transfer to it of the Affordable Home Ownership Dwellings such agreement to ensure that, other than with the approval of the GLA, staircasing is prohibited. If it is not possible to prohibit staircasing (subject to the approval of the GLA not to be unreasonably withheld), any capital receipts arising from the disposal of any interest in the Affordable Home Ownership Dwellings are only used to fund the provision of Affordable Housing on either the Land or within the London Borough of Tower Hamlets Provided That if agreement cannot be reached with ELCLT within 6 months of the grant of Planning Permission, the Developer will use reasonable endeavours to enter into an agreement upon these terms with another CLT within a further period of 3 months and if that cannot be achieved it may negotiate with an organization approved by the GLA (acting reasonably).

### **34 Inter Creditor Deed**

On or after the Completion of the Lease at the request of the Developer the GLA will enter into the form of Inter Creditor Deed



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

**SCHEDULE 1 – LETTER FROM THE LOCAL CONSTABULARY**

**TO BE TYPED ON THE HEADED NOTEPAPER  
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 2 - ENCUMBRANCES**

Any matters contained or referred to in the Land Registry entries for Title number EGL283399

### **SCHEDULE 3 – DEVELOPMENT STRATEGIES**

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

**Long Term Stewardship Strategy** means the Developer's written strategy for Stewardship Governance Public Realm Social Infrastructure and Management of Public Realm and Community Facilities as these terms are more particularly defined in Schedule 4

## **SCHEDULE 4 – 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 incorporation of local decision making processes and management and maintenance of these assets in such a way as to enable the Development to have a long term viable future on behalf of the community.

### **Governance**

Governance is the decision making mechanism, by which the Development and its assets, facilities, services and provisions are cared for in the long term interest of current and future generations. The strategy should provide for the empowerment of current and future local communities to lead in taking decisions about their neighbourhood, through establishment of participative governance structures, whilst recognising the need to provide the support required to help individuals build their self confidence, skills and knowledge to contribute.

### **Public Realm**

The public realm is the supply of and access to physical public space. This public realm is where the people come to exchange, move, interact (formally and informally) to access culture and / or play and rest.

### **Social Infrastructure**

Social infrastructure includes:

- the built community facilities (e.g. meeting halls, libraries, health centres, play and recreation facilities).
- professional community development work and support services,
- community and resident representative bodies, community and voluntary sector organisations; and
- development of community leadership and volunteer participation.

Support services are intended to "build the skills, abilities, knowledge and confidence of people and community groups, to enable them to take effective action and play leading roles in the development of their communities".

### **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 funding and investment, and the expenditure necessary to maintain the public realm.

## **SCHEDULE 5 – LIST OF APPROVED REGISTERED PROVIDERS**

A2 Dominion Housing Group  
East Thames Group  
Family Mosaic  
Gallions  
Genesis Housing Group  
London & Quadrant Housing Group  
Metropolitan Housing Trust  
Network Housing Group  
Notting Hill Housing Trust  
Old Ford  
One Housing Group  
Peabody Group  
Poplar HARCA  
Southern Housing Group  
Swan Housing Group  
Tower Hamlets Community Housing



## **SCHEDULE 6 – FORM OF PLANNING PERFORMANCE AGREEMENT**

Attached

## **PLANNING PERFORMANCE AGREEMENT**

This Agreement is made the [...] day of [...] 200[...] between

- (1) **London Borough of Tower Hamlets Borough Council** of 5<sup>th</sup> Floor Anchorage House, 5 Clove Crescent, London E14 1BY ("**LBTH**")
- (2) [...] ("**Developer**")

### **1. Recitals**

- 1.1. LBTH is the local planning authority for developments falling within its local government area boundary.
- 1.2. The Developer intends to submit a Planning Application to LBTH in respect of the Development specified in Schedule 1.
- 1.3. The Developer and LBTH recognise that the Development will give rise to a wide range of planning issues and, accordingly, they acknowledge that in order to properly assess those planning issues the Planning Application may not be capable of being determined within the [13][16] week statutory period.
- 1.4. In these circumstances, the Developer and the LBTH agree to enter into this Planning Performance Agreement (as specified in Schedule 6) for the following purposes:
  - a. to agree requirements and timescales in the form of Performance Standards (as specified in Schedules 3 and 4) and a Project Programme (as indicated in Schedule 5) for the consideration and determination of the Planning Application for the purpose of providing the parties with certainty as to the process and timescale to be followed;
  - b. to establish appropriate measures for monitoring compliance with the respective parties' obligations under this agreement; and
  - c. to establish regular review mechanisms in respect of the Project Programme.
- 1.5. Nothing in this agreement shall restrict or inhibit LBTH from properly exercising its role as the local planning authority.
- 1.6. Nothing in this agreement shall restrict or inhibit the Developer from exercising their right of appeal under Section 78 of the Town and Country Planning Act 1990.

### **2. Term**

- 2.1. This Agreement will apply from the Commencement Date (being the date the Planning Application is submitted to LBTH and is registered on the statutory register as a valid planning application) and (subject to earlier determination as hereinafter provided) shall remain in force for a period of [one year] (or such extension of this Term in accordance with the terms of this Agreement) or the

Decision Date (being the date a planning decision is issued by LBTH on the Planning Application) whichever is the earlier and upon the expiry of such period this Agreement shall cease.

2.2. The Term shall be subject to review as may be agreed between the Parties and set out below under section 7.

2.3. Should the Developer submit an appeal under Section 78 of the Town and Country planning Act 1990 in relation to the Planning Application (for whatever reason) or should the Planning Application be called in by the Secretary of State, this Agreement shall automatically terminate.

### **3. Joint Working**

3.1. All Parties shall act with the utmost fairness and good faith towards each other in respect of all matters in respect of the handling of the Planning Application and to work jointly with each other in complying with their respective obligations under this Agreement.

### **4. Developer's Obligations**

4.1. The Developer agrees to use its reasonable endeavours to:

- a. submit a planning application to LBTH for the Development set out in Schedule 1 by the Commencement Date set out in Schedule 6.
- b. submit the documents set out in Schedule 2 with the Planning Application when it is submitted to LBTH.
- c. comply with the Performance Standards set out in Schedule 3.
- d. comply with and facilitate the compliance by LBTH with the Indicative Project Programme set out in Schedule 5.
- e. perform the obligations set out in the Planning Performance Agreement at Schedule 6.

### **5. LBTH's Obligations**

5.1. Without prejudice to its other obligations as local planning authority, LBTH agrees to use its reasonable endeavours to:

- a. designate a planning officer who alone or as part of a team shall be responsible for overseeing or carrying out the functions in accordance with this agreement
- b. comply with the Performance Standards set out in Schedule 4.
- c. comply with and facilitate the compliance by the Developer with the Indicative Project Programme set out in Schedule 5.
- d. perform the obligations set out in the Planning Performance Agreement at Schedule 6.

## **6. Breach and Termination**

- 6.1. If any party shall commit any breach of its obligations under this agreement and shall not remedy the breach within 10 working days of written notice from the other party to do so, then the other party may notify the party in breach that it wishes to terminate this agreement forthwith and the agreement shall be terminated immediately upon the giving of written notice to this effect to the party in breach provided always the breach is within the control of the party that is in breach and is capable of being remedied.

## **7. Amendment/Review of agreement**

- 7.1. Amendment to the agreement and revision of timescales shall be subject to review as may be agreed between the parties.

**SCHEDULE 1**  
**The Development**

Address of the application site:

[...]

Description of the Development:

[...]

## **SCHEDULE 2**

### **The Application Documents**

The parties to this Agreement agree that the Planning Application shall be accompanied by the following documents:

The statutory national list of planning application requirements:

- Completed form
- Site location plan
- Other plans/information necessary to properly describe the development
- Ownership certificate & notice
- Agricultural holdings certificate
- Design and access statement
- Appropriate fee

The statutory local list of planning application requirements:

- Affordable housing statement
- Air quality assessment
- Biodiversity survey and report
- Daylight/sunlight assessment
- Socio-economic assessment
- Environmental Statement
- Flood risk assessment
- Utilities statement (including drainage)
- Heritage statement
- Land contamination assessment
- Landscaping details
- Lighting assessment
- Noise and vibration impact assessment
- Open space assessment
- Photographs and photomontages
- Planning obligations (draft)
- Planning statement
- Site waste management plan
- Community involvement statement
- Telecoms – supplementary information
- Town centre uses (impact assessment)
- Town centre uses (policy tests assessment)
- Transport assessment
- Travel plan (draft)
- Tree survey/arboricultural implications
- Ventilation/extraction statement

The additional local list of planning application requirements:

- Amenity/playspace assessment
- Aviation impact assessment
- Code of construction practice
- Energy efficiency statement
- Microclimate: wind assessment

- Regeneration statement
- Refuse disposal details
- Sustainability appraisal
- TV & radio-reception impact assessment
- Views assessment



**SCHEDULE 3**  
**The Developer's Performance Standards**

The Developer agrees to use its reasonable endeavours to achieve the following performance standards at all times:

- a. To carry out such public consultation as may be reasonably requested by LBTH as soon as reasonably practicable.
- b. To consult with the Environment Agency, [...], [...], [...] etc in respect of the Planning Application and not to submit the Planning Application to LBTH unless and until it has obtained the written response of the said consultees in respect of the Development.
- c. To wherever possible address any concerns raised by any consultee prior to the submission of the planning application to LBTH.
- d. To include the written consultation responses received from consultees with the Planning Application.
- e. To provide LBTH with such additional information as may be requested within 5 working days of such written request from LBTH (or such other time period as may be agreed) in order to enable LBTH to discharge its responsibilities.
- f. To provide to LBTH at least 10 working days prior to any meeting all substantive and relevant documents which are relevant to that meeting and which relate to any relevant action points or agenda item identified.
- g. To provide to LBTH within 10 working days of any meeting the minutes or action points arising from that meeting.

**SCHEDULE 4**  
**LBTH's Performance Standards**

In addition to its statutory obligations, LBTH agrees to use its reasonable endeavours to achieve the following performance standards at all times:

- a. Respond substantively to all faxes, emails, letters and telephone calls within 10 working days of receipt. Where circumstances beyond the reasonable control of LBTH prevent its compliance with this Performance Standard, LBTH shall in each case notify the Developer of such circumstances.
- b. Notify the Developer no later than 5 working days prior to any meeting of the Strategic Development or Development Committee at which any report or matter relevant to the Development will be discussed and or considered and to provide the Developer with a copy of any report to the Strategic Development or Development Committee at that time.
- c. To provide to the Developer within 10 working days of any meeting, the minutes or action points arising from that meeting.

**SCHEDULE 5**  
**The Indicative Project Programme**

The parties to this Agreement have agreed to use their reasonable endeavours to ensure that the Planning Application is progressed in accordance with the Planning Performance Agreement (unless subsequently varied) and the following Project Programme indicates the stages and timescales necessary in order to achieve that. For the avoidance of doubt this Project Programme does not form part of the Planning Performance Agreement.

<b>1. Pre-application stage</b>		
Pre-application discussions and consultation	Pre-application discussions and consultation	
Identification of Project Team	Identification of Project Team	

<b>2. Project Team</b>		
Name	Position & Role	Contact Details

<b>3. Vision</b>
<i>(...Eg: To develop an under-utilised brownfield site for a sustainable, mixed use development...)</i>

<b>4. Project plan</b>				
Issue	Action / Task	Responsibility	Progress	Timetable / Target Date

**SCHEDULE 6**  
**The Planning Performance Agreement**

The parties to this Agreement shall use their reasonable endeavours to perform the following obligations that constitute this Planning Performance Agreement.

- |   |   |   |
|---|---|---|
| A | The Commencement Date: the date the Planning Application is to be submitted to LBTH by the Developer                                  | [...] day of [...] 200[...]   |
| B | The Determination Date: the date the Planning Application is to be reported to committee or considered under delegated powers by LBTH | [...] day of [...] 200[...]   |
| C | The Decision Date: the date the planning decision is issued by LBTH   | Not later than [...] weeks after committee or delegated determination of the application by LBTH    |
|   |   |   |
| A | The Commencement Date: the date the Planning Application is to be submitted to LBTH by the Developer                                  | [...] day of [...] 200[...]   |
| B | The Determination Date: the date the Planning Application is to be reported to committee or considered under delegated powers by LBTH | [...] day of [...] 200[...]   |
| C | The Referral Date: the date the Planning Application is referred to the London Mayor (if required by Statutory Instrument) by LBTH    | Not later than 5 working days after committee or delegated determination of the application by LBTH |
| D | The Decision Date: the date the planning decision is issued by LBTH   | Not later than [...] weeks following receipt by LBTH of any direction made by the London Mayor      |

IN WITNESS whereof the Parties have executed this Agreement in the presence of the persons mentioned respectively below this day and year first before written

Signed by [...] for and on behalf of  
[The Developer]  
in the presence of:

Director/Secretary

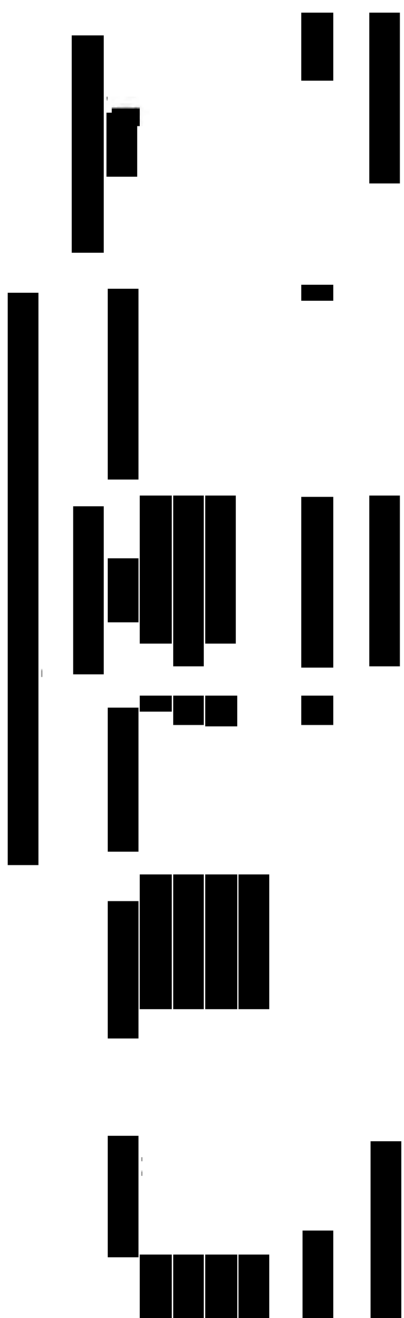
Signed by [...] for and on behalf of  
LONDON BOROUGH OF TOWER HAMLETS  
in the presence of:

Authorised signatory

[REDACTED]

[REDACTED]

[REDACTED]





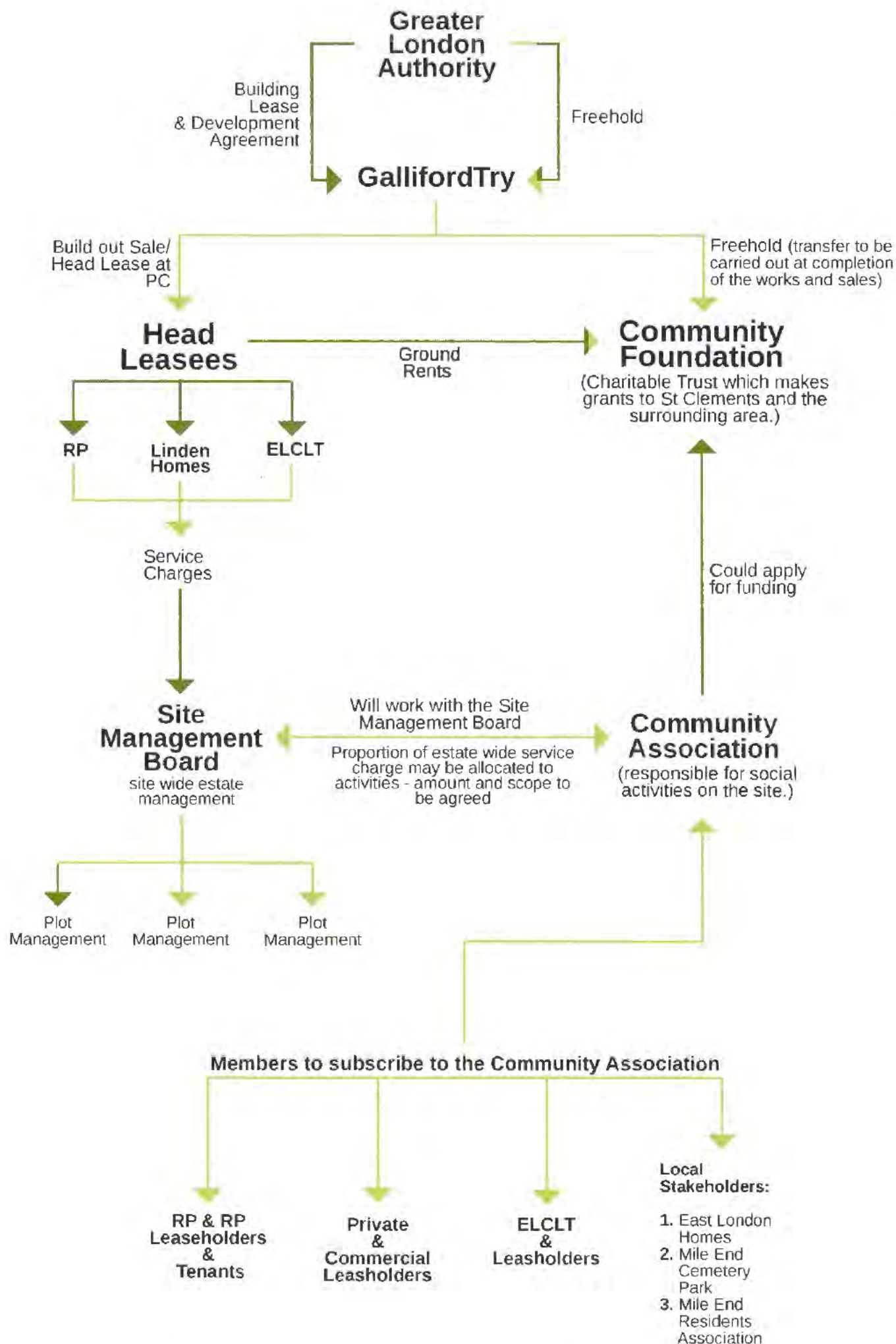
[REDACTED]

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]  
[REDACTED]

## **SCHEDULE 8 – STRUCTURE FLOW CHART**

Annexed



## **SCHEDULE 9 – INTERCREDITOR DEED AND LEGAL CHARGE**

Attached

DATED [     ]

[•]  
AS CHARGEES

[•]  
AS SECURITY AGENT

AND

[•]  
AS CHARGOR

---

**INTERCREDITOR DEED**  
**(Granting the Chargee First Priority)**

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**THIS DEED** is dated [ ] and made between:

- (1) [•] (the "**Chargee**");
- (2) [•] as Chargor (the "**Chargor**");
- (3) [•] acting on its own behalf and as Obligors' Agent (the "**Company**"); and
- (4) [•] acting as Facility Agent and as trustee for the Finance Parties (the "**Security Agent**").

**IT IS AGREED** as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 Definitions

Terms defined in the Facility Agreement shall, save to the extent otherwise defined, have the same meaning when set out herein.

In this Agreement:

**"Bank Liabilities"** means all present and future liabilities and obligations at any time of the Chargor to any Finance Party under the Finance Documents, both actual and contingent and whether incurred solely or jointly or in any other capacity together with any of the following matters relating to or arising in respect of those liabilities and obligations:

- (a) any refinancing, novation, deferral or extension;
- (b) any claim for damages or restitution; and
- (c) any claim as a result of any recovery by the Chargor of a payment or discharge on the grounds of preference.

and any amounts which would be included in any of the above but for any discharge, non-provability or unenforceability of those amounts in any insolvency or other proceedings.

**"Bank Security"** means the Security created or expressed to be created in respect of the Bank Liabilities pursuant to the Bank Security Documents.

**"Bank Security Documents"** means:

- (a) a legal charge dated [•] granted by the Chargor in favour of the Security Agent;
- (b) any other document entered into from time to time by the Chargor creating any guarantee, indemnity, Security or other assurance against financial loss in favour of the Security Agent as security for any of the Bank Liabilities; and
- (c) any Security granted under any covenant for further assurance in any of those documents.



**"Contract for Sale"** means the contract for sale between the Chargee and the Chargor relating to the sale of the Property.

**"Charged Property"** means all of the assets of the Chargor which from time to time are, or are expressed to be, the subject of the Bank Security.

**"Chargee Security"** means the Security created or expressed to be created in respect of the Deferred Liabilities pursuant to the Chargee Security Documents.

**"Chargee Security Documents"** means in respect of the Property:

- (d) a legal charge dated [•] granted by Chargor in favour of the Chargee; and
- (e) any Security granted under any covenant for further assurance in such legal charge.

**"Charges"** means the charges constituted by the Bank Security and the Chargee Security.

**"Deferred Liabilities"** means the deferred liabilities as set out in the Contract for Sale.

**"Delegate"** means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

**"Enforcement Action"** means:

- (a) the taking of any steps to enforce or require the enforcement of any Chargee Security (including the crystallisation of any floating charge forming part of the Chargee Security);
- (b) the suing for, commencing or joining of any legal or arbitration proceedings against the Chargor to recover or in respect of any Deferred Liabilities; or
- (c) the petitioning, applying or voting for, or the taking of any steps (including the appointment of any liquidator, receiver, administrator or similar officer) in relation to, the winding up, dissolution, administration or reorganisation of the Chargor or any suspension of payments or moratorium of any indebtedness of the Chargor, or any analogous procedure or step in any jurisdiction.

**"Facility Agreement"** means [•].

**"Finance Document"** means each of this Agreement, the Facility Agreement, the Security Documents and any other document designated as such by the Security Agent and the Company.

**"Finance Parties"** [•]

**"Property"** means the property set out in Schedule 1.

**"Party"** means a party to this Agreement.

**"Receiver"** means a receiver or receiver and manager or administrative receiver of the whole or any part of the Charged Property.

**"Security"** means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect in relation to Property.

**"Security Documents"** means the Chargee's Security Documents and the Bank Security Documents.

**"Security Holders"** means the Security Agent and the Chargee, and

**"Security Holder"** shall mean either of them as the context requires.

## 1.2 Construction

1.2.1 Unless a contrary indication appears a reference in this Agreement to:

- (a) the **" Security Agent"**, any **"Finance Party"**, any **" Chargor"** or any **"Party"** shall be construed so as to include its successors in title, permitted assignees and permitted transferees and, in the case of the Security Agent, any person for the time being appointed as trustee or trustees in accordance with this Agreement;
- (b) **"assets"** includes present and future properties, revenues and rights of every description;
- (c) a **"Finance Document"**, **"Bank Security Document"**, **"Chargee Security Document"** or any other agreement or instrument is a reference to that Finance Document, or other agreement or instrument, amended, novated, supplemented, extended, replaced or restated (in each case however fundamentally) as permitted by this Deed;
- (d) **"indebtedness"** includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
- (e) a **"person"** includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- (f) a **"regulation"** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- (g) a provision of law is a reference to that provision as amended or re-enacted.

1.2.2 Section, Clause and Schedule headings are for ease of reference only.

1.2.3 This agreement is an Intercreditor Agreement as defined in the Facility Agreement.

### 1.3 **Third Party Rights**

1.3.1 Unless expressly provided to the contrary in this Agreement, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

1.3.2 Notwithstanding any term of this Agreement, the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.

## 2. **PRIORITIES**

2.1 The Security Agent hereby declares and confirms in favour of the Chargee that the Chargee Security shall rank in priority to the Bank Security to the extent of the whole of the Deferred Liabilities as a continuing security in favour of the Chargee for the Deferred Liabilities.

2.2 Moneys received by a Receiver (after payment of his remuneration and receivership expenses and after providing for all costs, charges, expenses and liabilities and other payments, the payment of which ranks in priority to the payment of any sums payable to the Finance Parties) appointed under the Security Documents shall be applied in accordance with the terms of Clause 2.1.

2.3 If all or any of the Charges in favour of any of the Security Holders shall be released or be or become wholly or partly invalid or unenforceable, such of the Security Holders shall itself bear the loss resulting and not be entitled to share in moneys derived from assets over which it has no effective security but the Security Holders shall not themselves challenge or question the validity or enforceability of any of the Charges.

2.4 Each Security Holder consents to the creation of the other's Charges.

## 3. **NO ENFORCEMENT ACTION**

The Chargee hereby irrevocably and unconditionally undertakes that it shall not take any Enforcement Action in respect of the Chargee Security at any time without the prior consent of the Security Agent.

## 4. **TURNOVER OF RECEIPTS**

4.1 If at any time prior to the discharge in full of the Deferred Liabilities, the Security Agent receives or recovers the proceeds of any enforcement of any Bank Security, the Security Agent will hold an amount equal to the amount of that receipt or recovery on trust for the Chargee and promptly pay that amount to the Chargee for application in accordance with the terms applicable to the Deferred Liabilities.

4.2 If, for any reason, any of the trusts expressed to be created in this Clause 4 (*Turnover of Receipts*) should fail or be unenforceable, the Security Agent will promptly pay an amount equal to that receipt or recovery to the Chargee to be held on trust by the Chargee for application in accordance with the terms applicable to the Deferred Liabilities.

## **5. TRUST PROVISIONS**

### **5.1 Winding up of trust**

If the Security Agent, acting reasonably, determines that (a) all of the Deferred Liabilities secured by the Chargee Security Documents have been irrevocably discharged in full and (b) the Chargee is not under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to the Chargor, the trusts set out in this Agreement shall be wound up.

### **5.2 Perpetuity period**

The perpetuity period under the rule against perpetuities, if applicable to this Agreement, shall be the period of one hundred and twenty five years from the date of this Agreement.

### **5.3 Powers supplemental**

The rights, powers and discretions conferred upon the Security Agent by this Agreement shall be supplemental to the Trustee Act 1925 and the Trustee Act 2000 and in addition to any which may be vested in the Security Agent by general law or otherwise.

### **5.4 Security Agent division separate**

5.4.1 In acting as security agent for the Finance Parties, the Security Agent shall be regarded as acting through its agency or trustee division which shall be treated as a separate entity from any of its other divisions or departments.

5.4.2 If information is received by another division or department of the Security Agent, it may be treated as confidential to that division or department and the Security Agent shall not be deemed to have notice of it.

### **5.5 Disapplication**

Section 1 of the Trustee Act 2000 shall not apply to the duties of the Security Agent in relation to the trusts constituted by this Agreement. Where there are any inconsistencies between the Trustee Act 1925 and the Trustee Act 2000 and the provisions of this Agreement, the provisions of this Agreement shall, to the extent allowed by law, prevail and, in the case of any inconsistency with the Trustee Act 2000, the provisions of this Agreement shall constitute a restriction or exclusion for the purposes of that Act.

## **6. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

## **7. GOVERNING LAW**

This Agreement is governed by English law.

## **8. ENFORCEMENT**

### **8.1 Jurisdiction of English courts**

- 8.1.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement) (a "**Dispute**").
- 8.1.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

**THIS AGREEMENT** has been executed as a deed and is delivered on the date stated above.

**The Chargor**

**[INSERT NAME OF CHARGOR]**

By:

Address:

Fax:

**The Security Agent**

[•]

By:

Address:

Fax:

Attention:

**The Facility Agent**

[•]

By:

Address:

Fax:

Attention:

**Chargee**

**[INSERT NAME OF CHARGE]**

By:

Address:

Fax:

**The Obligors' Agent**

[•]

By:

Address:

Fax:

**The Company**

[•]

By:

Address:

Fax:



**SCHEDULE 1**  
**DETAILS OF PROPERTY**

Dentons final

**Legal Charge in respect of land at St Clements Hospital Site,  
Bow Road**

**Dated**

**Galliford Try Plc**  
(Developer)

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

# Legal Charge

**Dated**

**Between**

- (1) **Galliford Try Plc** (registered in England with number 00836534) whose registered office is at Cowley Business Park Cowley Uxbridge Middlesex UB8 2AL (**Developer**); and
- (2) **GLA Land and Property Limited** (Company No: 07911046) whose registered office is at Windsor House 42-50 Victoria Street London SW1H 0TL (**GLA**).

## **1 Definitions**

In this Legal Charge the following definitions apply:

**Development** has the meaning attributed to it in the Building Lease

**Building Lease** means a lease dated [ ] relating to the Property and other land and made between the GLA (1) and the Developer (2).

**Overage Agreement** means a deed of overage covenant of even date entered into by the Developer in favour of the GLA.

**Property** means the [freehold] property described in the Schedule.

## **2 Interpretation**

- 2.1 References to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- 2.2 The headings of clauses are for ease of reference only and shall not affect construction.
- 2.3 References to the GLA and the Developer shall include their respective successors and assigns (including in the case of the GLA statutory successors).

## **3 Legal Charge**

The Developer with full title guarantee charges the Property by way of legal mortgage with payment to the GLA of all money becoming due to the GLA under the Building Lease and the Overage Covenant.

## **4 Payment covenants**

The Developer covenants with the GLA to pay to the GLA:

- (a) all sums becoming due by the Developer under the Building Lease;
- (b) all sums becoming due by the Developer under the Overage Covenant;

- (c) on demand all proper and reasonable costs and expenses incurred by the GLA in connection with the actual or intended exercise of any power of the GLA under this Legal Charge.

## **5 Developer's other covenants**

The Developer covenants with the GLA:

- (a) to keep the Property and all additions in good repair to maintain the building in good order and to keep the gardens in a proper state of cultivation having regard to its status as a development site;
- (b) to insure the Property and all buildings thereon in an insurance office of repute against the risks comprised in the usual householders policy of the nominated office (if any) or otherwise as reasonably required by the GLA and in an amount at least equal to the full value thereof and to note the GLA's interest on such policy;
- (c) to lodge a copy of the policy of insurance with the GLA and promptly to forward any later endorsements to the GLA and to produce to the GLA within 14 days of each renewal date the premium receipt or other proof of payment;
- (d) to expend all sums payable under any policy of insurance (whether or not maintained under this sub-clause) at the option of the GLA in making good the damage leading to the payment or in reduction of the capital debt outstanding under this Legal Charge;
- (e) to pay all rates taxes assessments and outgoings charged upon or otherwise payable in respect of the Property;
- (f) not to use the Property other than for the Development or for interim uses where such interim uses are agreed with the GLA such agreement not to be unreasonably withheld or delayed and to comply with all statutory requirements affecting the Property;
- (g) to forward to the GLA a copy of any notice affecting the Property received from any public or statutory authority or from the owner or occupier of any neighbouring premises;
- (h) to observe and perform all covenants and obligations (including statutory obligations) affecting the Property and to indemnify the GLA against any damage loss or liability arising from breach or non-performance thereof;
- (i) to permit the GLA and any other person reasonably authorised by it in writing to enter upon and inspect the Property or to carry out any work upon the Property.

## **6 Power of sale**

The power of sale and all other statutory powers vested in the GLA (including the power to appoint a receiver) shall in favour of a purchaser or other party dealing with the GLA for value arise upon the date of this Legal Charge and shall become exercisable by the GLA without notice to the Developer immediately on the happening of any one or more of the following events:

- (a) default on the part of the Developer in observing or fulfilling any of its obligations under this Legal Charge;

- (b) if the Developer enters into liquidation whether compulsory or voluntary (except for the purpose of reconstruction or amalgamation) or makes any composition with creditors.

**7 Consolidation**

Section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge.

**8 Security power of attorney**

The Developer by way of security to secure the proprietary interest in and the performance of, obligations owed to the GLA irrevocably appoints the GLA and any receiver severally to be the attorney or attorneys of the Developer and in the Developer's name and otherwise on the Developer's behalf to do all acts and things and to execute, deliver and perfect all instruments, acts and things which may be required for carrying out (i) any right or power conferred on the GLA and/or any receiver and (ii) any obligation imposed on the Developer whether pursuant to this Legal Charge or by law.

**9 Restriction**

The Developer agrees to the registration at the Land Registry against the registered title[s] of the Property of a restriction in the following terms:

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 written consent signed by the proprietor for the time being of the charge dated [*insert date of Legal Charge*] in favour of GLA whose registered office is at Windsor House 42-50 Victoria Street London SW1H 0TL referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an authorised officer or its conveyancer. (Form P).

**10 Third parties**

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

**Executed** by the parties as a Deed.

## **Schedule**

*[Insert description of property charged]*

**Executed as a deed by Galliford Try** )  
**Plc** )  
acting by its secretary and a director )  
or by two directors )

Director

Director/Secretary

**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 :

.....  
.....  
.....

.....

## **SCHEDULE 10 – AFFORDABLE PROFIT APPRAISAL**

Attached



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## SCHEDULE 11 – OVERAGE AGREEMENT

Dentons version 10/10/12

## **Overage Covenant**

**Dated**

- (1) Galliford Try**  
(Developer)
- (2) GLA Land and Property Limited**  
(GLA)

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# Overage Covenant

**Dated**

**Between**

- (1) **Galliford Try Plc** (registered in England with number **0083653**) whose registered office is at Cowley Business Park Cowley Uxbridge Middlesex UB8 2AL (**Developer**); and
- (2) **GLA Land and Property Limited (GLA)** (Company No: 07911046) whose registered office is at Windsor House 42-50 Victoria Street London SW1H 0TL

## 1. DEFINITIONS

In this Deed 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 Deed; or
- (ii) entry by the Developer into liquidation (other than for amalgamation or reconstruction where the Developer is solvent)

**Affordable Housing** means any flat maisonette or other unit of residential accommodation that is restricted in price tenure or ownership or is otherwise not able to be offered for sale on the open market

**Base Value** means, in respect of each Flat, its Plot Value multiplied by 110%

**Base Threshold** means the aggregate of the Base Values of all Flats constructed by the Developer on the Property increased by [REDACTED] which sum represents the value of the car parking spaces

**Building Lease** means a building lease dated [\*\* ] made between the GLA (1) and the Developer (2)

**CML Disclosure of Incentives Form** means the disclosure of incentives form prepared by the Developer in relation to the sale of a Flat in the version approved by the Council of Mortgage Lenders current at the Disposal Date

**Compliance Certificate** has the meaning ascribed to it in the Building Lease

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

**Developer's Plot Reservation Form** means sales reservation forms in the format of the specimen form attached at Schedule 4

**Disposal** means any disposal or dealing other than by way of legal charge including but not limited to any lease licence or permission to occupy any Flat or any other disposal of the Property or any part of it and "Dispose" and "Disposed of" shall be construed accordingly

**Disposal Date** means the date on which the sale by the Developer of a Flat by way of a long lease pursuant to Clause 5(a) shall be completed

**Disposal Receipts** means the premium received by the Developer from a Purchaser in respect of a completed sale of a Flat by way of a long lease pursuant to Clause 5(a) less the aggregate of the cost of any sales incentives incurred by the Developer up to a maximum cash incentive (as shown on the Developer's Plot Reservation Form) of 10% Receipt for the Flat concerned and the cost of any enhanced specification over and above that originally specified for the Flat concerned

**Flat** means any flat, maisonette or other single unit of residential accommodation excluding Affordable Housing constructed on the Property together with any land forming its curtilage and any other appurtenant structures

**GLA's Percentage** means [REDACTED]

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

**Open Market Value** means the value 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 the Agency may reasonably require (and where the Agency is not satisfied with such evidence or there is any disagreement as to such value the same shall be determined pursuant to clause [5])

**Overage Sum** means the sum obtained by subtracting the Base Threshold from the Total Disposal Price

**Payment End Date** 20 working days following legal completion of the Disposal of the last Flat or 5 years from the completion of the Building Lease whichever date shall occur first

**Permitted Disposal** means the disposal of:

- (1) service installations to a Relevant Authority
- (2) land to be disposed of to a Relevant Authority in order to comply with Satisfactory Planning Permission (as defined in the Building Lease)
- (3) Affordable Housing (as defined in the Building Lease)
- (4) Commercial Units; and
- (5) Market Units
- (6) the creation of a legal charge permitted pursuant to the Building Lease

**Plot Value** means the sum specified in Schedule 2 for each Flat in the column marked Plot Values provided that where the Planning Permission produces a greater area for the plot or plots concerned then the Plot Value will be increased by the calculation of the following formula

$$A = B \times \frac{C}{D}$$

A = the increased Plot Value

B = the Plot Value

C = the total area of the plot concerned as consented by the Planning Permission

D = the plot area set out in Schedule 2

and where the Planning Permission allows for additional Flats not linked to a Plot Value in Schedule 2 then the additional Flats shall bear the nearest equivalent Plot Value in Schedule 2 given the level of accommodation and location of the Flat such value to be specified by the Developer or in the event of dispute settled by the average of three agents valuations adopting the procedure in clause 3 mutatis mutandis

**Property** means the leasehold property described in Schedule 1

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

**Relevant Authority** means any authority or body or company (whether public or otherwise) having jurisdiction in each instance in respect of the matter referred to or any aspect of it including, without prejudice to the generality of the foregoing, the highway authority, planning authority, drainage undertaking, the gas, water, electricity and telecommunications suppliers and any other authority, body or company to whom the powers of such authority, body or company are delegated

**Sale Report** means a report prepared by the Developer or its agents in the form set out in Schedule 3 together (where the Purchaser acquired the Flat using mortgage funding) with a copy of the completed CML Disclosure of Incentives Form it being acknowledged that the CML Disclosure form may not be exhaustive as to the incentives offered to be taken into account in the calculation of the Disposal Receipts and that the Developers reservation form will be conclusive on the matter.

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

**Total Disposal Price** means the aggregate of all Disposal Receipts of all Flats constructed by the Developer on the Property and any additional sums as calculated in accordance with Clause 3.7

**Unsold Flats** means those Flats in respect of which neither contracts for Disposal have been exchanged nor completion of the Disposal thereof 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 and delivery of the necessary documents, not their subsequent registration.

## **3. OVERAGE CALCULATION**

- 3.1 On or before the Payment End Date the Developer and the GLA shall seek to agree the Overage Sum and where there are Unsold Flats the Developer and the GLA shall seek to agree the Open Market Value of the Unsold Flats as at the Payment End Date
- 3.2 If the Developer and the GLA shall fail to agree the Open Market Value of the Unsold Flats as at the Payment End Date, the Developer and the GLA shall seek to agree the identity of three firms of residential selling agents for any Unsold 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 the GLA 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 the GLA at any time after the Payment End Date
- 3.4 Each of the Selected Firms shall be required to enter into a duty of care with each of the Developer and the GLA 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 the GLA 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 shared between the parties equally
- 3.6 On receipt of the certificates from the Selected Firms a sum equal to the average of the aggregate of the Open Market Value of the Unsold Units according to such certificates shall be calculated
- 3.7 The Total Disposal Price is the sum equal to the aggregate of:
  - (a) the aggregate Sales Receipts of all Flats as at the Payment End Date; and
  - (b) the aggregate Sales Receipts anticipated from Contracted Flats as at the Payment End Date; and
  - (c) any sum calculated pursuant to Clause 3.6

## **4. PAYMENT COVENANT**

- 4.1 The Developer shall pay to the GLA the GLA Percentage of any Overage Sum due less an allowance of 0.8% of such Overage Sum in respect of SDLT on the Value Added Tax on the later of:



- (1) the Payment End Date; and
- (2) the date 5 Working Days after the calculation of the Total Disposal Price where it includes a sum calculated pursuant to Clause 3.6; and
- (1) the date 5 Working Days after the Overage Sum has been determined after a notice has been served pursuant to Clause 6 (Disputes)

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 COVENANTS

The Developer covenants with the GLA:

- (a) to use reasonable endeavours commensurate with prudent commercial sales and estate management considerations to procure the sale by way of a long lease of each Flat for a term of not less than 249 years at a premium to a Purchaser at arm's length, with vacant possession, as soon as reasonably practicable following the issue of the Compliance Certificate or the NHBC (or similar) completion certificate (whichever is the later) in relation to the relevant Flat;
- (b) within 15 Working Days after the completion of the sale of a Flat pursuant to Clause 5(a) above, to notify to the GLA's solicitors or other appointed representatives, completion of the lease together with the Sale Report relating to that Flat.
- (c) until all the Flats in the Property have been sold in accordance with Clause 5(a) above, not to Dispose of the Property or any part of it save as provided by Clause 5(a) above or by way of a Permitted Disposal.

## 6. DISPUTES

If any calculation or valuation falling to be ascertained under this Deed has not been agreed between the Developer and the GLA within [10] Working Days from service of written notice by one party on the other requesting agreement of such matter either the Developer or the GLA may refer the matter to the decision of an expert valuer to be agreed between the Developer or the Agency 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 the GLA by the President of the Royal Institution of Chartered Surveyors 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.

## 7. VAT

- 7.1 All money payable under this Deed is paid exclusive of Value Added Tax insofar as it is properly payable.

- 7.2 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 the GLA at the appropriate rate.

8. **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.

9. **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 – Property**

[Insert description of land from building lease]

## Schedule 2 – Plot Value etc.

Plot or Unit No.	Plot Value	Floor Area [(sq ft)][(sq m)]

### Schedule 3 – Sales Report

Estate

Plot or Unit:

Postal Address:

Full Name(s) of Purchaser:

Developer:

As sales agents for and on behalf of the Developer we certify that a lease of the above plot or unit in substantively the agreed form without material amendment was granted on [ ] 20[ ] to the Purchaser.

[We attach a completed copy of the CML Disclosure of Incentives Form prepared by the Developer in respect of the above Plot] [We confirm that there was no borrowing by the Purchaser and therefore a CML Disclosure of Incentives Form was not required]

The credit due to the Agency is calculated as follows:

	Sale Price	£_____
LESS	Base Value (Plot Value plus [REDACTED])	£_____
	OVERAGE TOTAL	£_____
	GLA's Percentage	[REDACTED]
	GLA entitlement	£_____

[We also certify that the premium paid by the [Purchaser] for the lease was the approved selling price of £[ ].

Signed \_\_\_\_\_  
Developer's Solicitors

Date \_\_\_\_\_

## **Schedule 4 – Developers Reservation Form**

**Executed** as a deed by \*\* )  
[Limited] [Plc] )  
acting by its secretary and a director )  
or by two directors )

Director

Director/Secretary

**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 :

.....

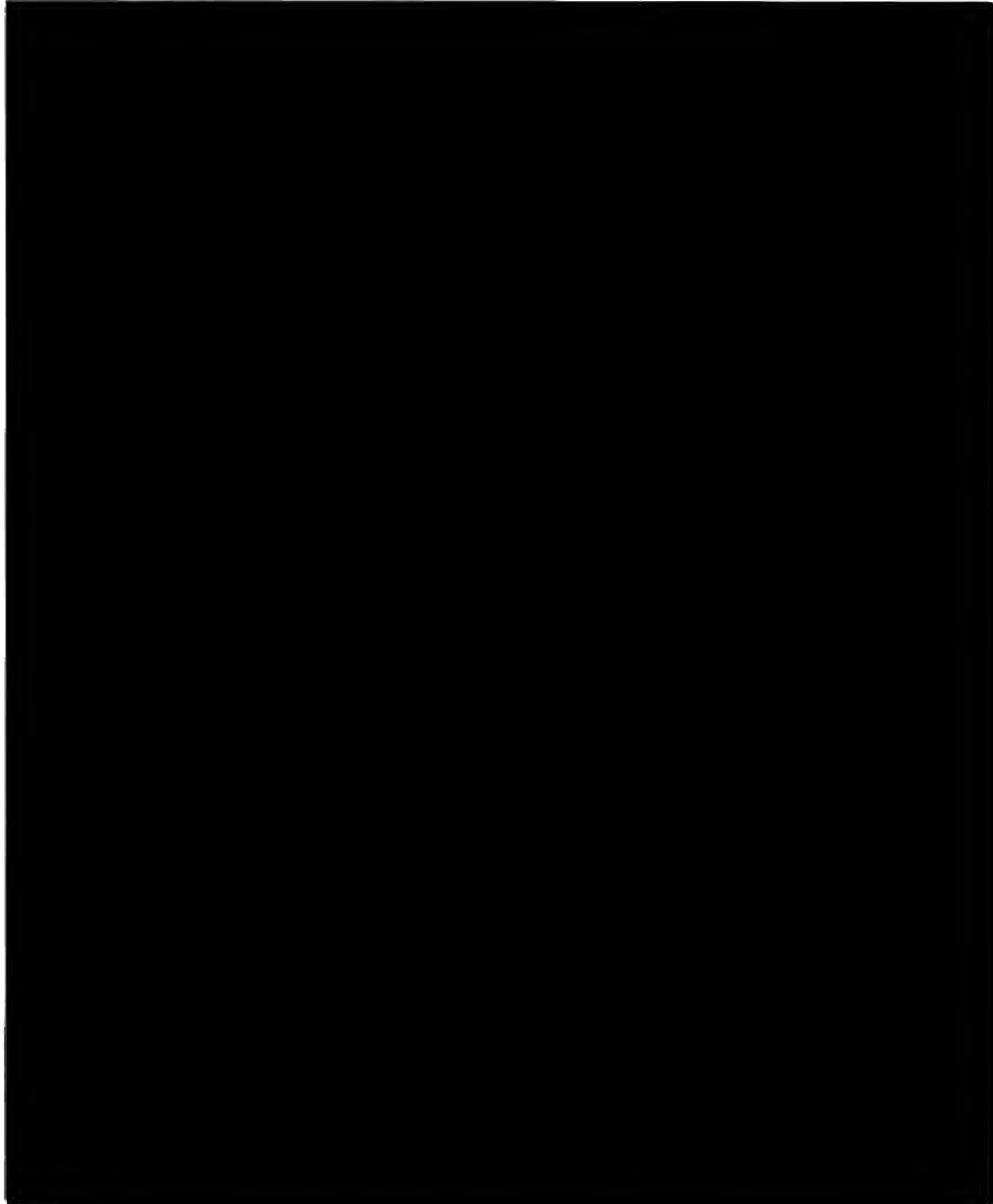
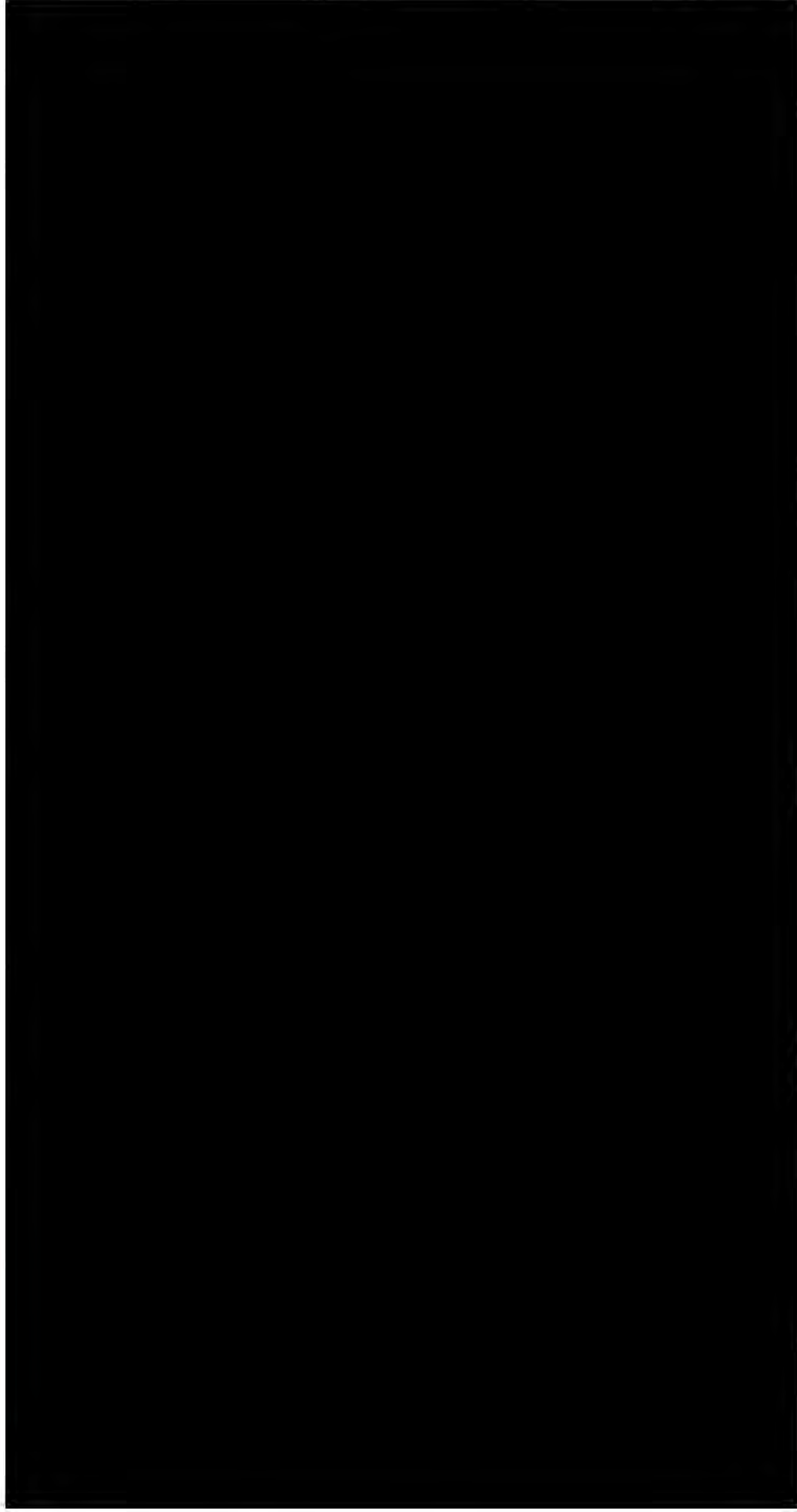
Address :

.....

.....

.....

.....





[REDACTED]

[REDACTED]

# Reservation Form

PAGE 1



## Reservation Form (subject to contract)

Development: Home Number: House Type: Date:

### Purchaser Details

1st Buyer Full Name:  
Address:

2nd Buyer Full Name:  
Address:

Home Phone:

Home Phone:

Work Phone:

Work Phone:

Mobile Phone:

Mobile Phone:

Email:

Email:

Fax:

Fax:

Preferred Method of Contact:

Preferred Contact Name:

1st Buyer Occupation:

2nd Buyer Occupation:

### Purchase Details

Contract Purchase Price £:

### Mortgage Company:

Parking:

Broker Ref No.:

Reservation Details:

Address:

Contact:

Phone:

Fax:

Email:

Lender:

Estate Agent (if applicable):

Address:

Payment Method:

Contact:

Disclosure Form Signed:

Tel:

Fax:

Email:

### Existing Property Details (if applicable)

### Purchaser's Solicitors:

Type:

Address: dx:

No. of Bedrooms:

Status:

Contact:

Phone:

Fax:

Email:

Where did you see our advert?:

General:

### Linden Homes Solicitors:

Specific:

Address:

Recommended By:

dx:

Exchange Due Date:

Contact:

Anticipated Legal Completion Date:

Phone:

Fax:

Email:

### Purchaser's Details

I / We wish to reserve the above home and have paid to you, subject to contract, a preliminary reservation fee of £ . If I / We fail to exchange contracts by the exchange due date of then Linden Homes reserve the right to cancel this reservation and re-offer the property for sale. I / We understand that either party may withdraw prior to exchange of contracts. Should I / We withdraw from the purchase or fail to meet the agreed deadlines then I / We agree that the reservation agreement will be terminated and Linden Homes will retain the sum of £500 from the reservation fee once the company's solicitor has been formally instructed, as a contribution towards reservation administration costs. I / We confirm we have read and understood the conditions of reservation

1st Buyer's Signature: .....

Date:

2nd Buyer's Signature: .....

Date:

Sales Executive Print Name: .....

Sales Executive's Signature: .....

Date:

Sales Manager / Customer Service / Accounts / Solicitors

**Conditions of Reservation:**

1. The property is reserved subject to exchange of contracts taking place by the exchange due date quoted. If this is not achieved, Linden Homes Limited reserves the right to re-offer the property for sale, and/or increase the purchase price if it is deemed appropriate, or cancel the reservation.
2. If the purchaser(s) decide not to proceed from reservation to exchange of contracts Linden Homes Limited will retain £500 of the reservation fee to cover its administration costs.
3. The purchaser understands that Linden Homes recommended Independent Financial Advisor will be in contact to offer independent mortgage advice.
4. The purchaser authorises Linden Homes Limited to contact their lender / intermediary / legal representative to obtain information on the progress of their transaction.
5. No refunds will be made for any extras purchased in the event that a reservation does not proceed to completion.

**Part Exchange/Home Assist (if applicable)**

A. The purchaser confirms that in the event of Part Exchange or Linden Assist, if an estate agent acting on behalf of Linden Homes introduces a buyer to their property who subsequently proceeds to completion the purchaser will pay the agents fees in full in the event they do not proceed to complete the agreed transaction with Linden Homes. If the property being marketed requires a HIP, the reservation fee will be retained by Linden Homes to cover the cost of the HIP. The HIP will be the property of the purchaser and can be used accordingly.

B. The purchaser confirms they will indemnify Linden Homes against any costs in respect of Stamp Duty Land Tax as a result of any false assertion that their part exchange property is their primary residence.

I/we confirm that I/we have read and accept the above conditions

Signature: .....

Date:

Signature: .....

Date:

# SELLING PRICE CONFIRMATION SHEET

SITE	<input type="text"/>	PLOT	<input type="text"/>	SQ FT	<input type="text"/>
				£/sq Ft	<input type="text"/>
		LATEST FORECAST PRICE	<input type="text"/>	#DIV/0!	<input type="text"/>
		RELEASED PRICE	<input type="text"/>	#DIV/0!	<input type="text"/>

Reservation Date	<input type="text"/>	£/sq Ft	<input type="text"/>
Achieved Gross Selling Price	<input type="text"/>	#DIV/0!	<input type="text"/>

## Cash Incentives :-

Cash Discount Given	<input type="text"/>
Stamp Duty Paid	<input type="text"/>
Legal Fees Paid	<input type="text"/>
Recommend a Friend	<input type="text"/>
Internet Incentive	<input type="text"/>
Other :- Loan	<input type="text"/>
Other :-	<input type="text"/>

Total Cash Incentives	<input type="text"/>	£0	<input type="text"/>
NET TURNOVER ACHIEVED	<input type="text"/>	£0	#DIV/0!
VARIATION TO LATEST FORECAST PRICE	<input type="text"/>	+£0	<input type="text"/>

## Non-Cash Incentives :-

Carpets	as per internet	<input type="text"/>
Turf		<input type="text"/>
Wardrobes		<input type="text"/>
Dishwasher		<input type="text"/>
Washing m/c		<input type="text"/>
Fridge/Freezer		<input type="text"/>
Part Exchange Cost **		<input type="text"/>
Other :- Curtain package		<input type="text"/>
Other :- Assist est ag paid on theirs		<input type="text"/>
Other :- replace bath with shower		<input type="text"/>

Total Non-Cash Incentives	<input type="text"/>	£0	<input type="text"/>
NET VARIATION TO LATEST FORECAST PRICE	<input type="text"/>	+£0	<input type="text"/>
NET SALES PRICE ACHIEVED AFTER CASH/NON CASH INC	<input type="text"/>	£0	#DIV/0!

## PRICE AUTHORISATION

Finance Director Check:	<input type="text"/>
Regional Sales Manager Check:	<input type="text"/>
Managing Director Check:	<input type="text"/>

PX Cost :- Market Value less Offer Price plus associated costs @ 3% Market Value

Offer Price To Purchaser	<input type="text"/>	Profit	<input type="text"/>
Market Value Price	<input type="text"/>	Costs	£0

**SCHEDULE 12 – LEASE**

Final draft SNRD

**Lease for the construction and sale of dwellings upon land at  
St Clements Hospital Site, Bow Road**

**Dated**

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

**Galliford Try Plc  
(Developer)**

SNR Denton UK LLP  
One Fleet Place  
London EC4M 7WS

## Contents

**Lease**

**LR1. Date of lease**

**LR2. Title number(s)**

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

EGL2833399

**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**

**Galliford Try Plc (Tenant)** (registered in England with number 00836534) whose registered office is at Cowley Business Park Cowley Uxbridge Middlesex UB8 2AL

**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 land and buildings at the former St Clements Hospital site, Bow Road, 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**

[                      ]

**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**

See Schedule 1 Part1.

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

See Schedule 1 Part 2.

**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 of restriction against the title to 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 written consent signed on behalf of GLA Land and Property Limited whose registered office is at Windsor House 42-50 Victoria Street London SW1H 0TL by an authorised officer or its conveyancer (Form N)".

The Landlord and the Tenant confirm and agree that the restriction imposed by this paragraph LR13 is not intended to be carried forward onto the registered title of the property permitted to be transferred or leased pursuant to this Lease and the

Transferor authorises the conveyancer acting for the Tenant to provide to the Land Registry a duly completed form RX4 signed by the conveyancer of the Tenant on behalf of the Transferor for the cancellation of such restriction.

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

N/A.

## PARTICULARS

<b>ESTATE NAME:</b>	St Clements
<b>AREA:</b>	1.85 hectares approximately
<b>NUMBER OF DWELLINGS:</b>	<div> <div>[**</div> <div>] comprising:</div> </div> <div> <div>[**</div> <div>] Sale Flats</div> </div> <div> <div>[**</div> <div>] Affordable Units</div> </div> <div> <div>[**</div> <div>] Shared Ownership Units</div> </div> <div> <div>[**</div> <div>] Rental Units</div> </div> <div> <div>[**</div> <div>] Non-residential Units</div> </div>
n.b the number of Units will reflect the Planning Permission	
<b>PRICE:</b>	(£[            ]) [plus VAT of (£[            ])]
<b>DEVELOPMENT END DATE:</b>	4 years from the earlier of the Site Start Date or the expiry of 4 years and 6 months from the date of this Lease
<b>PAYMENT END DATE:</b>	4 years from earlier of the Site Start Date or the expiry of 4 years and 6 months from the date of this Lease
<b>AGENCY'S PERCENTAGE:</b>	As defined in the Overage Covenant
<b>SITE ACCESS:</b>	N/A
<b>DEVELOPER'S SUBMISSION:</b>	The proposals submitted by the Developer in response to the Invitation to Tender] (including any subsequent variation or addition thereto agreed by the Agency)
<b>CODE LEVEL:</b>	Code Level 4 effective as at the date of the Development Submission
<b>BREEAM DOMESTIC REFURBISHMENT STANDARD</b>	Reasonable endeavours to achieve Excellent with a minimum standard of Very Good:
<b>BREEAM NON_RESIDENTIAL NEW-BUILD STANDARD</b>	Excellent

## 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) **Galliford Try Plc** (the **Developer**) (registered in England with number 00836534 whose registered office is at Cowley Business Park Cowley Uxbridge Middlesex UB8 2AL.

### Recitals

The Price has been calculated by the parties on the basis that an allowance has been made to the Developer in consideration of its obligations under the Lease to provide Affordable Units [for the Registered Provider] and consequently all properties developed for Low Cost Rental Accommodation and let on assured tenancies will be deemed to be "publicly funded" and subject to the (Right to Acquire) provisions of Section 180 of the Housing and Regeneration Act 2008

### 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) the service of a Breach Termination Notice under Clause [12] specifying a material breach by the Developer of the terms of this Lease; 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 become adopted or maintainable at the public expense or by any public or statutory authority.

**Adoptable Highways** means Highways intended to be adopted as maintainable by the highway authority [being those Highways shown coloured [\*\*] on the annexed plan marked ["Plan"].

**Affordable Flat** means any Flat comprised in an Affordable Leasehold Building [or Leasehold Building] and which is to be disposed of by the Registered Provider under a Shared Ownership Lease or Tenancy Agreement (or on such other affordable terms as otherwise permitted by the GLA (such permission not to be unreasonably withheld or delayed)).

**Affordable Leasehold Building** means, [a building comprising entirely Affordable Flats (including any land forming the curtilage of the building)] [any of the buildings to

be constructed on the land shown [\*\* ] on [\*\* ] annexed] the freehold of which is to be disposed by the Developer to the Registered Provider.

**[Affordable Rented Dwelling]** means rented housing let by a Registered Provider of social housing to households who are eligible for social rented housing. An Affordable Rented Dwelling 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 or as may be amended or replaced from time to time.

**Affordable Home Ownership Dwelling** means a Dwelling the leasehold interest in which is to be disposed of by the Developer to East London Community Land Trust or another organisation meeting the definition of a Community Land Trust within the Housing & Regeneration Act 2008, Part 2, Chapter 1, Clause 79 or in the event of failure to identify another Community Land Trust (and subject to the approval of GLA not to be unreasonably withheld or delayed) another appropriate organisation for further disposal under a Shared Ownership Lease or Tenancy Agreement such agreement to ensure that, other than with the approval of the GLA, staircasing is prohibited or if it is not possible to prohibit staircasing (subject to the approval of the GLA not to be unreasonably withheld), any capital receipts arising from the disposal of any interest in the Affordable Home Ownership Dwellings are only used to fund the provision of Affordable Housing on either the Land or within the London Borough of Tower Hamlets. ]<sup>1</sup>

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

**Approved Document Part E** means the Approved Document Part E of the Building Regulations from time to time in force.

**Approved Plans** means the drawings, layout plan, the landscaping layout and scheme, the house types and building specifications, programme of works and any other plans and specifications relating to the Development which have been approved by the GLA and signed on behalf of the GLA and the Developer under the Agreement for Lease (with such amendments as may be approved in writing by the GLA from time to time).

**BREEAM Final Certificate** means a post-construction assessment certificate issued by a company sanctioned by the Building Research Establishment in respect of a Non-Residential Unit confirming that such Non-Residential Unit has been constructed so as to achieve the Minimum Stipulated Rating and confirming that no Category D or E Specifications have been used or affect the Non-Residential Unit in question or (in respect of each Re-furbished Dwelling within a refurbished building) a post-construction assessment certificate in relation to domestic refurbishment issued by a company sanctioned by the Building Research Establishment confirming that such Re-furbished Dwelling has been constructed so as to achieve the Minimum Stipulated Rating and confirming that no Category D or E Specifications have been used or affect the Re-furbished Dwelling in question

**Category D or E Specification** means any specification or process rated as Category D or E respectively within the Green Guide

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<sup>1</sup> These definitions not used?

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

**CEEQUAL Assessor** means a person [previously agreed by the GLA (such agreement not to be unreasonably withheld or delayed)] appointed to assess the CEEQUAL standard of the Development under this Lease and who has been certified as a CEEQUAL qualified assessor by CEEQUAL Ltd

**CEEQUAL Award Certificate** means a post construction assessment certificate awarded by the CEEQUAL Assessor in respect of the whole of the Development confirming that the Development has been constructed so as to achieve the rating of "Very Good"

**CEEQUAL Manual** means a manual to be kept by the Developer for inspection by the CEEQUAL Assessor

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

**CML Disclosure of Incentives Form** means the Disclosure of Incentives Form prepared by the Developer in respect of a sale of a Dwelling in the form available from the CML website <http://www.cml.org.uk/handbook>

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

**Code Assessor** means an assessor sanctioned by the Building Research Establishment 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 Newbuild 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.

**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 [Dwelling][Unit];
- (ii) those Highways and Common Services not intended to be adopted as maintainable at public expense;
- (iii) Open Space Land not intended to be transferred to the Council

and which it is intended shall be transferred to the Community Foundation as shown on the Approved Plans

**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, which are not to be adopted as maintainable at public expense.

**Community Foundation** means a charitable company limited by guarantee with board representatives invited from London Borough of Tower Hamlets, ELCLT (or such other body that has as its objects the provision of affordable housing in the area of the Land), GLA and residents of the Development who will be endowed with the freehold and ground rent reversion of the Land and whose objects are to pursue its charitable purposes within Bow East; Bow West; Mile End East; and Bromley-by-Bow being wards of the London Borough of Tower Hamlets. Only if there are insufficient beneficiaries operating living working or being educated within the area identified above, may the Community Foundation use any capital ground rents or other income derived from the Land to pursue its charitable purposes elsewhere; initially within the London Borough of Tower Hamlets and if there are insufficient beneficiaries within the London Borough of Tower Hamlets then within the rest of East London (Newham, Waltham Forest, Hackney, Barking and Dagenham, Redbridge, Havering and the City of London) subject to the prior approval of the GLA (not to be unreasonably withheld). The Community Foundation shall be entitled to distribute grant and where applicable to own manage and maintain community facilities for the public and shall be responsible for

- (a) ensuring that the Land is available to all residents of the Development regardless of tenure or contribution to the management and maintenance of that Land;
- (b) consulting with the residents of the Developments on the expenditure of any capital ground rents or other income derived from the Land held by the Community Foundation

**Compliance Certificate** means in relation to a Unit a certificate given by the Compliance Inspector certifying that:

- (i) the Unit has been erected in accordance with the Approved Plans
- (ii) that practical completion has been certified by the [Developer's Architect]
- (iii) Either the Unit has been erected so as to achieve the Quality and Design Standards or the Unit has been erected so as to achieve not less than the minimum performance points required for the particular Unit in question to enable the Developer to achieve the Quality and Design Standards for the Unit in due course
- (iv) that the Highways sewers drains and other services ancillary to and reasonably necessary for the proper enjoyment of the Unit have been completed commissioned and are ready for use by the Unit or occupiers thereof
- (v) a BREEAM Final Certificate has been issued in relation to any Re-furnished Dwelling or Non-Residential Unit
- (vi) a Code Final certificate has been issued which confirms that no Category D or E Specifications have been used in or affect that Dwelling
- (vii) a Lifetime Homes Statement for that Dwelling has been issued

**Compliance Inspector** means a suitably qualified professional or professionals appointed by the Developer from time to time with the approval of the GLA who is/are qualified to certify matters required to be certified in the Compliance Certificate and also qualified to monitor the implementation of the Development Strategies

**Compliance Inspector Appointment** means the appointment by the Developer of the Compliance Inspector dated [ ] 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 Tower Hamlets.

**Deleterious Materials** means any materials or substances which:

- (a) 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 this 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; or
- (b) are (or fall within) a Category D or E Specification

**Developer** includes every person who is a successor in title under this Lease.

**Developer's Architect** means such architect as the Developer may notify from time to time to the GLA

**Developer's Submission** means the proposals submitted by the Developer in response to the invitation to tender (including any subsequent variation or addition thereto agreed by the GLA)

**Development** means the erection and completion on the Land of all buildings, erections, structures, Highways, drainage, infrastructure and other works in accordance with the Planning Permission and 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 and annexed to this Lease [at Annex [ ]].

**Dwelling** means any house, bungalow, flat, maisonette or other single unit of residential accommodation constructed or refurbished 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.

**Energy Performance Certificate** means a certificate issued under the 2007 Regulations.



**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 Layout Plan** means a plan showing the layout and boundaries of the buildings to be comprised in the Development such plan being suitable for lodging as an estate plan at the Land Registry

**Estate Management Scheme** means the scheme to secure the long-term stewardship and maintenance of the Common Areas and the Open Space Land within the Development to address wider community responsibility and environmental objectives within the Development and as set out in the Long Term Management Strategy included within the Development Strategies

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

**Final Completion Certificate** means a certificate issued by the GLA under Clause [6].

**Flat** means a single unit of residential accommodation (whether or not on the same floor) 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

**Further Matters** shall have the meaning set out in the definition of Strategy Report

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

**GLA's Minimum Benchmarks** has the same meaning given to it in the Agreement for Lease

**GLA's Representative** means the Executive Director of Housing and Land or such other individual as the GLA may notify to the Developer from time to time

**Green Guide** means the British Research Establishment "The Green Guide for Housing Specification" current at the date of the Developer's Submission

**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.

**Highways Technical Approval** means written approval by the competent highway authority of the Developer's detailed proposals for Adoptable Highways within the Development

#### **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 per cent per annum above the base lending rate from time to time of Barclays Bank PLC (or of such other UK clearing bank as the GLA may designate from time to time by giving 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 Client Design Award** means an interim certificate assessed by a CEEQUAL Assessor and issued by CEEQUAL Limited

**Interim Completion Certificate** means a certificate issued by the GLA under Clause [5].

**Land** means all that land situate at former St Clements Hospital Site comprising the Area which is edged red on the annexed plan marked ["Plan A"] and comprising all that land within title number EGL283399 and known by the Estate Name (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 land forming the curtilage of the building)]] [a building comprising Sale Flats and Affordable Flats] [(including any Non-Residential Units)] and any land forming the

curtilage of the building) [any of the buildings to be constructed on the Land shown [\*\*] on Plan [\*\*] annexed.<sup>2</sup>

**Legal Charge** means a charge to be entered into between the Developer and the GLA to secure payment of the Price in the form annexed hereto.

**Lifetime Homes Statement** means a statement issued by a suitably qualified person endorsed either by the Habinteg Housing Association or the Joseph Rowntree Foundation confirming that all 16 Lifetime Homes standards have been achieved.

**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.

**London Housing Design Guide** means the London & Housing Design Guide [date<sup>3</sup> current version : August 2010] issued by the Mayor of London

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

**MIFA** means the minimum internal floor area (gross) in square metres of each Dwelling measured in accordance with the Code of Measuring Practice (Sixth Edition) published by The Royal Institution of Chartered Surveyors and the Incorporated Society of Valuers and Auctioneers.

**Minimum Space Requirements** means the MIFA in relation to bedrooms and occupancy of:-

	Dwelling type	Essential GIA
	(bedroom/ persons)	(sq.m)
Single storey dwelling	1b2p	50
	2b3p	61
	2b4p	70
	3b4p	74
	3b5p	86
	3b6p	95
	4b5p	90
	4b6p	99
Two storey dwelling	2b4p	83
	3b4p	87
	3b5p	96
	4b5p	100
	4b6p	107
Three storey dwelling	3b5p	102
	4b5p	106
	4b6p	113

<sup>2</sup> Developer to comment on what will apply

<sup>3</sup> The version referred to will be the version current at the date the lease is entered into

varied where applicable to cater for the listed buildings on the Development

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

- (i) airborne sound insulation values at least 5dB higher than that required in the Approved Document Part E; and
- (ii) impact sound insulation values at least 5dB lower than the performance standards set out in the Approved Document Part E

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

**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, offices and community facilities and their immediate cartilage and any garages, parking spaces, private spaces, private drives or forecourts relating to such buildings/structures

**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 by the Developer in favour of the GLA substantially in the form set out in [Part 7 of Schedule 10]

**Particulars** means 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 and/or undertaking 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.

**Planning Permission** means the planning permission dated [ ] issued by [ ] under reference [ ]

**Purchaser** means any person (including the Registered Provider) who shall take (or enter into a contract with the Developer to take) a transfer or lease (or any other disposal) of any Dwelling.

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

**Re-furbished Dwelling** means any Dwelling of any tenure within a building on the Land existing at the date of this Agreement and which is retained and refurbished

**Registered Provider** means the Peabody Trust or such other independent housing organisation registered with the Homes and Communities Agency or successor body (as established by Section 81 of the Housing and Regeneration Act 2008) as a Registered Provider as is listed in Schedule 5 of the Agreement for Lease.

**[Rental Unit** means a Dwelling referred to in Part [3] of Schedule [8] (being a Dwelling which is to be used as Low Cost Rental Accommodation)]<sup>4</sup>

**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 Lease or any activities or business of the GLA

**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 referred to in [Part 2 of Schedule 8], in respect of which a long lease for a term of not less than 249 years at a premium is to be disposed of by the Developer to a Purchaser.]<sup>5</sup>

**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 8 (current at the date of the Developer's Submission)

**Sewers Technical Approval** means written approval by the competent water authority of the Developer's detailed proposals for adoptable foul and surface water sewers within the Development

**Shared Ownership Lease** means a lease granted on shared ownership terms substantially in the model form of lease produced by the Homes and Communities Agency from time to time or a lease (approved by the GLA prior to the grant of that lease) of a Shared Ownership Unit in accordance with "shared ownership arrangements" (as defined by Section 70(4) of the Housing and Regeneration Act 2008 amended where required to accommodate the requirements of the East London Community Land Trust.

**Shared Ownership Unit** means a Dwelling referred to in Part 3 of Schedule 8 for which a Shared Ownership Lease is to be disposed of by the Registered Provider to a Purchaser.

**Site Start Date** means the commencement of material operations on the Property as such term is defined by Section 56 of the Town and Country Planning Act 1990

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<sup>4</sup> Developer to advise if relevant

<sup>5</sup> Developer to amend as relevant

**Strategy Report** means a report to be given by the Development Strategy Inspector setting out the extent to which the Development Strategies have as at the date of the report been implemented and any further works or actions required (**Further Matters**) in order to implement them

**[Tenancy Agreement]** means an agreement to let a Rental Unit under an assured tenancy at rent set at sub-market levels [which should be no more than 80% of market rent] [substantially in the annexed form marked ["Annexure B"] [in a form utilised by the Registered Provider for its Low Cost Rental Accommodation from time to time]]<sup>6</sup>

**Timetable** means the timetable for carrying out and completing the Development annexed to this Lease as may be amended from time to time in accordance with paragraph 7 of Schedule 2

**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.

**Transfer (Affordable Leasehold)** means a transfer of an Affordable Leasehold Building substantially in the form set out in Part [2] of Schedule 10

**Transfer (Leasehold Building)** means a transfer of a Leasehold Building substantially in the form set out in Part 1 of Schedule 10.

**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.

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

**2007 Regulations** means the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007 (SI 2007/991)

## 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

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<sup>6</sup> Developer to comment or amend as required

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 of the GLA 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 the GLA to the Developer as being the appropriate officer for such purposes).
- 2.13 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; and
  - (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
- 2.14 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. " 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 29<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

3.1 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 limited title guarantee ALL THAT 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 sum of £[ ] plus [VAT of (£[ ])] being the Price and VAT outstanding on the date hereof is payable as follows:

- (a) The Developer shall pay upon the date of this Lease the sum of [ ] (being the payment to be made by GLA to the NHS) together with the VAT payable in respect of the Price [ £ ]
- (b) the Developer shall pay the sum of [(£[ ] to the GLA on the Payment End Date.]
- (c) on the Acceleration Date the Price less any payments made by the Developer to the GLA under Clauses 3.1 and 3.2(b) in respect of the Price

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

The Developer covenants with the GLA to comply with the Developer's obligations contained in Schedule [2].

### 5. INTERIM COMPLETION CERTIFICATE

5.1 The Developer covenants that when the construction of any Unit has been practically completed it will notify the GLA and at the same time procure that the Compliance Inspector supplies a Compliance Certificate for that Unit a copy of which shall be provided to the GLA and provided that :



- (a) 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
- (b) on or before practical completion of [50] per cent (by number of Units) to be constructed on the Development the Developer has produced to the GLA an Interim Client Design Award in respect of the Development

then (subject to the provisions of Clause 5.2) the Compliance Inspector shall issue a certificate (**Interim Completion Certificate**) to that effect.

5.2 If at any time during construction of any Unit (or upon any inspection by the Agency of such Unit) Category D or E Specifications are discovered to have been used (or affect the Dwelling) then the same shall forthwith be removed and replaced with non Category D or E Specifications.

5.3 The Developer hereby covenants with the GLA:

5.3.1 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;

5.3.2 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 and (ii) GLA has released (or confirmed in writing the release of) the transfer to the relevant Purchaser or has issued the consent to lease (as appropriate) of the Unit

5.3.3 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 the Homes and Communities GLA ("the GLA") has confirmed, by means of the issue of a consent to dealing signed by the GLA, satisfaction of the requirements set out in the building lease 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 the GLA has issued such [consent to dealing]"

5.4 Without prejudice to the generality of Clause [18.2] it is agreed that the issue by the GLA 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 so 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;

- (b) the disposal of all of the Dwellings to Purchasers and Non-Residential Units to tenants/Purchasers;
- (c) the production to the GLA of a CEEQUAL Award Certificate in respect of the Development (as a whole);
- (d) compliance by the Developer with the terms of this Lease; and
- (e) payment by the Developer of the GLA's costs of issuing the Final Completion Certificate

the GLA shall issue its certificate (confirming final completion of the Development) ("**Final Completion Certificate**") at which time the Developer shall be released from all its construction related obligations in this Lease

## 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 REMAINDER OF LAND**

8.1 Following the issue of the Final Completion Certificate the GLA shall transfer to the Community Foundation the remainder of the Land (if any) the freehold of which is still vested in the GLA and which is not the subject of any other provision for transfer under this Lease and release the land in its entirety from the Legal Charge and the Developer shall co-operate in such transfer (which shall take place on the date stipulated in writing by the GLA (following not less than 20 Working Days notice)) and shall execute the transfer either as transferee (where the transfer is to the Developer) or (where the transfer is to a third party) as tenant under this Lease (in order to consent to the transfer and agree to the surrender of that part of this Lease as comprises the land being transferred).

8.2 The transfer shall be in such form as the GLA shall reasonably require.

## 9. **GENERAL PROVISIONS RELATING TO TRANSFERS**

Notwithstanding the completion of any transfer 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.

## 10. **DEVELOPER'S FURTHER COVENANTS**

The Developer further covenants with the GLA as follows:

- 10.1 To pay (if demanded) the reserved rent on the days and in the manner aforesaid.
- 10.2 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.
- 10.3 To pay all rates, taxes, claims, assessments and outgoings whatsoever in respect of the Land (except in relation to any Dwelling or Non-Residential Unit

which has been disposed of to a Purchaser or buyer/tenant) now or hereafter imposed or charged upon the owner or occupier.

- 10.4 To indemnify and keep indemnified the GLA from and against all claims, demands and liabilities howsoever arising from the use or occupation of the Land or its condition 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.
- 10.5 Not to use the Land other than for the Development or interim uses where such interim uses are agreed with the GLA such agreement not to be unreasonably withheld or delayed.
- 10.6 Not to assign (save as provided by Clauses [13 and 14]), underlet, transfer, charge, share or part with possession of or grant any licence or interest in respect of the Land or any part thereof except as permitted otherwise in this Lease save that for the avoidance of doubt 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 finance for the acquisition of the Land and the construction of the Development.
- 10.7 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 12), such notice shall contain an address for service within England and Wales for the chargee)
- 10.8 To pay all 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.
- 10.9 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.
- 10.10 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.

- 10.11 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.
- 10.12 To comply with all Title Matters.
- 10.13 To obtain at the Developer's cost and to make available to prospective Purchasers at the appropriate time and free of charge an Energy Performance Certificate
- 10.14 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

## 11. 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 the GLA as landowner and chargor under the Legal Charge will enter into any transfers, leases, easements, licences or other agreements or consents with any public authority in connection with the Adoptable Common Services or any service media and any ancillary apparatus on terms approved by the GLA acting reasonably 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. PROVIDED ALWAYS that this clause shall be subject to the overriding rights of the GLA to require transfers to be made pursuant to Clause 8.

## 12. 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) as described in Clause 12.1(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 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

**Insolvency**

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 **Insolvent** shall be construed accordingly);

**Insolvency Termination Notice**

means a written notice served by the GLA on the Developer (copied to the Permitted Chargee) as described in Clause 12.1(a) referring to that clause and stating that failure to respond within 10 Working Days could lead to the termination of this Lease

**IP**

means any of: a liquidator or administrator appointed to the Developer, or a receiver and/or manager appointed to the Lease of whom the GLA has written notice

**New Lease**

has the meaning set out in Clause 15.1

<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 10.6 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 12.2; 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

#### 12.1 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 13 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 14 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 12.1(a) and 12.1(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 prior to such remediation be entitled to enter the Land 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 at the Prescribed Rate (such costs fees expenses and interest to be recovered by the GLA as a debt).

**12.2 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 notice on the Developer (copied to the Permitted Chargee) and served an Insolvency Termination Notice in accordance with the terms of sub-clause 12.1(a) or, as appropriate, a Breach Termination Notice in accordance with Clause 12.1(b) and provided further that the provisions of clauses 13 and 14 have been reasonably complied with.

**12.3 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 Planning Permission is vested in it, the Developer grants to the GLA, any IP and the Permitted Chargee a royalty free, non exclusive and irrevocable licence to use and reproduce 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 and this licence shall be freely assignable to third parties and carry the right to grant sub-licences;
- (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 12.3(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 12.3 (a) above

- 12.4 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.

### **13. GLA'S RIGHTS ON DEVELOPER'S INSOLVENCY**

- 13.1 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

- 13.2 The IP or Permitted Chargee may (if either so wishes) indicate in a notice served under Clause 13.1 that it proposes to take the action specified in Clause 13.1(b)(i) pending Clause 13.1(b)(ii) above. If the IP or Permitted Chargee has given such an indication and taken the action in Clause 13.1(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 13.4 (other than as to timescale where the provisions of this Clause 13.2 will apply instead) will apply in relation to any Suitable Substitute proposed during that 3 month period.

- 13.3 Where the IP or Permitted Chargee informs the GLA in writing pursuant to Clause 13.1 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 16)) 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 12.

13.4 Where the IP or Permitted Chargee indicates to the GLA in writing pursuant to Clause 13.1 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 16).

13.5 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 13.3 or 13.4 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.

13.6 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 and Design Standards or the Sustainability Standards, the GLA will grant a New Lease of the Developed Land to the Developer in accordance with Clause 15.

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

- 14.1 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.
- 14.2 Where the Permitted Chargee informs the GLA pursuant to Clause 14.1 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 16); 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 16).
- 14.3 Where the Permitted Chargee has responded within the period referred to in clause 14.1 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 14.1 until after the expiry of the time periods permitted to allow for the assignment of this Lease set out in Clause 14.2,
- 14.4 Where the Permitted Chargee does not respond within the requisite period referred to in Clause 14.1 or has replied indicating it will not be taking any action the GLA shall be entitled forthwith to Terminate the Lease.

- 14.5 If the Permitted Chargee fails to complete the assignment of the Lease directly or to a Suitable Substitute in accordance with Clause 14.3 then subject to Clauses 14.7, 14.8 and 15 (which shall survive in the circumstances contemplated by Clause 14.7) 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.
- 14.6 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 and Design Standards or the Sustainability Standards, the GLA will grant a New Lease of the Developed Land to the Developer in accordance with Clause 15.
- 14.7 If the GLA shall Terminate the Lease as a result of a breach of the Quality and Design Standards or the Sustainability Standards Clause 15 shall not apply.
- 14.8 Pending completion of any assignment and or actual Termination of this Lease pursuant to this Clause 14 the Developer shall remain liable for and shall continue to perform the provisions of this Lease unless the GLA otherwise directs.

## **15. DEVELOPED AND UNDEVELOPED LAND**

- 15.1 Where the circumstances in Clause [16] arise and permit the grant of such a New Lease and following service of a Termination Notice 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.

- 15.2 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 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 (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 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.

15.3 The transfer shall be amended to ensure that each Dwelling is granted all such rights and easements as it shall reasonably require over both the Developed Land and the Undeveloped Land.

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

## 16. DISPUTES

16.1 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 16 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 or senior executive officer of the GLA or the Developer

16.2 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 16.

- 16.3 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.
- 16.4 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:
- 16.4.1 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.
- 16.4.2 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.
- 16.4.3 Any costs payable by reason of the provisions of this Clause 16 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.

## **17. NOTICES ETC**

- 17.1 Any notice, decision, direction, approval, authority, permission or consent to be given by the GLA 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 the GLA may from time to time by resolution designate for the purpose.
- 17.2 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 City Hall, The Queens Walk, London SE1 2AA and marked for the attention of the Executive Director of Housing and Land (or such other address or reference as may be notified in writing by the GLA to the Developer for such purpose).

## **18. THE GLA'S POWERS AND LIABILITY**

- 18.1 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.
- 18.2 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) 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.

## **19. VALUE ADDED TAX**

- 19.1 All monies payable under the terms of this Lease are paid exclusive of VAT.
- 19.2 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 in exchange for a VAT invoice addressed to the Developer.

## **20. ACKNOWLEDGMENT**

- 20.1 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.
- 20.2 No variation of this Lease shall be made other than by deed

## **21. COMPLIANCE INSPECTOR**

- 21.1 The Developer shall procure that the Compliance Inspector issues a Strategy Report on completion of Phases (if relevant) or on completion of construction of 25%, 50%, 75% and 100% of the Development and where such Strategy Report sets out Further Matters (or where the Compliance Inspector certifies that it is not appropriate for certain elements of the Development Strategies to

have been implemented at the date of any previous Strategy Report) that the Compliance Inspector produces to the GLA updated Strategy Reports at such intervals as he shall recommend are appropriate having regard to the nature of the Further Matters.

21.2 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) 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;
- (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 its services, to operate the provisions of the Compliance Inspector Appointment;
- (c) not to replace or substitute (or agree or approve any replacement or substitution of) the Development Strategies Inspector or the Compliance Inspector without:
  - (i) the prior written approval of the GLA;
  - (ii) the GLA having approved the form of the appointment of the replacement or substitute Compliance Inspector; 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 (as the case may be) (subject to any change which the GLA may require as a result of variation in the form of the new appointment or the status of the replacement or substitute Compliance Inspector).

## 22. **QUALITY AND DESIGN STANDARDS**

The Developer covenants with the GLA as follows:-

- (a) To obtain as soon as reasonably practicable where required under the Agreement for Lease and 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 promptly keep the GLA informed as to the progress of its application for such certificate and shall promptly supply the GLA with a copy of the same once it is issued.
- (b) To obtain as soon as reasonably practicable and produce to the GLA:
  - (i) on or before practical completion of 50 per cent (by number) of the Newbuild Dwellings intended to be constructed on the Development certification form the Compliance Inspector evidencing full compliance with the London Housing Design Guide to date and on or before practical completion of the remaining Newbuild Dwellings intended to be constructed on the Development final certification form the

Compliance Inspector to the effect that the London Housing Design Guide had been complied with.

- (ii) on or before practical completion of 50 per cent (by number) of the Re-Furbished Dwellings intended to be provided on the Development certification from the Compliance Inspector evidencing that reasonable endeavours have been made to achieve London Housing Design Guide standards in relation to the Re-furbished Dwellings. The certification should note where standards have been met and where they have not. On or before practical completion of the Development
  - (iv) on or before practical completion of 50 per cent (by number) of the Dwellings intended to be provided on the Development certification from the Compliance Inspector certifying that Lifetime Homes standards have been achieved,
  - (iv) as soon as reasonably practicable following completion of the Development obtain all necessary certificates for achieving London Housing Design Guide compliance, including a Code for Sustainable Homes level 4 certificate and shall promptly keep the GLA informed as to the progress of its application for such award or certificate
  - (v) as soon as reasonably practicable following completion of the Development obtain a BREEAM Domestic refurbishment certificate, stating that the [Excellent]<sup>7</sup> standard has been met
  - (vi) as soon as reasonably practicable following completion of the Development obtain a CEEQUAL Award Certificate and shall promptly keep the GLA informed as to the progress of its application for such award or certificate.
- (c) To diligently complete and retain a CEEQUAL Manual in respect of the Development and shall on request produce to the Development Inspector the CEEQUAL Manual for inspection
  - (d) To deliver the Minimum Space Requirements for each Dwelling comprising the Development
  - (e) 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
  - (f) The Developer shall deliver the Overheating Standards for each Dwelling in accordance with the Overheating Strategy forming part of the Development Strategies

## **23. FREEDOM OF INFORMATION ETC**

- 23.1 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

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<sup>7</sup> To be confirmed when Lease is granted and it is established whether Developer can achieve Excellent or Very Good



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

23.2 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

23.3 Subject to Clause 23.4 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

23.4 Without in any way limiting Clauses 23.2 and 23.3, in the event that the GLA receives a Request for Information the GLA will, where relevant, as soon as reasonably practicable notify the Developer

23.5 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; and

(e) permit the GLA to inspect all records retained in accordance with Clause 25.5(d) as requested from time to time

23.6 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

24. **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

25. **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.

26. **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 – GRANTS AND RESERVATIONS**

Schedule not used

## **SCHEDULE 2 – 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 project manager (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 any other requirement to be complied with before the Commencement Date under the provisions of this Lease
  - (d) the Developer has given to the GLA's project manager 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 [11.5] of this Schedule) and has also provided certification from the Compliance Inspector that the designed Development complies with London Housing Design Guide standards in relation to the Newbuild Dwellings and that reasonable endeavours have been made to achieve the London Housing Design Guide standards in relation to the Re-furnished Dwellings
  - (e) all matters to be complied with under any Planning Agreement prior to commencement of such work have been complied with

#### **1.2 Consents and agreements**

Subject to paragraphs [1.3 and 1.4], the Developer must use reasonable endeavours within the period of three months from the date of this Lease (or such extended period as the Developer and the GLA may agree):

- (a) submit any necessary application for permission or consent to start works and use reasonable endeavours to obtain satisfaction of all conditions of the Planning Permission required prior to commencement of development in relation to the Development within such three month period;
- (b) obtain consent under the building regulations for the Development in accordance with the requirements of the Building Act 1984;
- (c) obtain all other permissions and consents required to carry out the Development;
- (d) (save to the extent that such parts of the Land are intended to be transferred to the Community Foundation) enter into an agreement with the Council for the adoption by the Council of any play areas, amenity areas and landscaping areas comprising a part of the Development; and

- (e) 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;
  - (f) 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; commence negotiations to enter into an agreement with a landscaping contractor upon such terms so as to ensure the completion of the landscaping works referred to in the Approved Plans.
- 1.3 (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 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 in all cases such consent or approval not to be unreasonably withheld or delayed
  - 1.4 Each of the matters referred in Paragraph 1.2 shall be in accordance with the Approved Plans.
  - 1.5 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 relevant boundaries of the Land taking into account the existing boundary structures 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 throughout 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 without 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 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 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 Mayor of London logo, in a form to be agreed with 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 and no other roadway and the Developer must ensure that anyone driving to the Land is aware of this.
- 4.2 The Developer must lay a sufficient length of access road of adequate construction to the satisfaction of the GLA before commencing construction work on other aspects of the Development so as to facilitate compliance with the provisions of this Lease relating to protection and cleaning of roads.
- 4.3 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 sixteen feet above ground level at points within the boundaries of the Land not less than five metres from such points of access each such height gauge to incorporate a warning notice which shall read "No loads over 16 feet to proceed" and thereafter to maintain the same until completion of the Development.
- 4.4 During the construction of the Development the Developer must ensure that no loads over 16 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 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.
- 5.2 The proposed layout of the vehicle park together with construction details shall be provided by the Developer 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.

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

- 6.1 The Developer must:-
- (a) use reasonable endeavours (and subject only to any conditions of the Planning Permission related to start on site) substantially to commence the Development prior to [ <sup>8</sup> ] (but without prejudice to any provision of this Lease

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<sup>8</sup> Date six months after completion of Lease

containing any conditions to be met prior to commencement of the Development); and thereafter

- (b) carry out and complete the Development in a good and workmanlike manner to the satisfaction of the GLA in accordance with the 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 Re-furnished Dwellings and Non-Residential Units) and with all practicable speed, in compliance with the Timetable and, in any event, not later than the Development End Date; and
  - (c) 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
- 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 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 solely by reason of any of the following:
- (a) outbreak of war or civil insurrection involving the United Kingdom;
  - (b) significant disruption resulting from fire; tempest; frost;
  - (c) any strikes or lockout in the building trade or any kindred trades;
  - (d) exercise by the Council or the GLA of their rights under paragraph 21 (archaeology);
  - (e) an extension, variation or alteration made to the Development which shall have been approved by the GLA pursuant to this Lease;
  - (g) 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 and the Timetable 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 all reasonable endeavours to dispose of more than (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;

7.3 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.

7.4 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; and
- (b) shall not change the Payment End Date.

**8. APPROVED PLANS AND ESTATE LAYOUT PLAN**

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 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.

7.4. As soon as reasonably practicable (and in any event prior to practical completion of the first Dwelling to be practically completed):

- (a) to provide an Estate Layout Plan to the GLA for its approval (such Estate Layout Plan to be in conformity with the Approved Plans previously approved by the GLA and to be in a form which will enable the GLA to verify the Estate boundaries against those shown on Plan A and individual boundaries against relevant Approved Plans); and
- (b) apply for and pursue with due diligence the registration of such Estate Layout Plan at the Land Registry and notify the GLA when this has been done.

8.4 All revisions of the Estate Layout Plan must be approved by the GLA.



## 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 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.

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 AND if the Developer shall default in doing so 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 which may result in the GLA incurring or becoming liable to pay any penalty, damage, compensation, costs, charges or expenses.

### 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 to the extent specified in this clause 11.3.
- (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 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.
- (e) Notwithstanding anything else in this clause 11.3 the Developer shall not be liable or responsible for any pollution contamination or hazardous substance which has (or may have alleged to have) escaped emanated or migrated from the Property on or before the date hereof

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].

## 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 only the 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 quarterly in the form set out in Schedule [12].
- 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

- 14.1 In the event that the Developer shall fail to carry out the landscaping works in accordance with the Approved Plans or in the time specified in the Timetable and fails to carry out such works within 20 Working Days of being asked to do so by the GLA (acting reasonably and taking into account the season in question) the GLA shall be entitled to enter upon the Land (including any land then disposed of) to carry out the landscaping works in accordance with the Approved Plans and the Developer shall indemnify the GLA against the cost of such works

#### 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 Community Foundation) (**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;
- (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) 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;
  - (b) 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;
  - (c) at all times keep all Highways free from mud, dirt, debris and other deleterious matter to the satisfaction of the GLA and ensure that all vehicles leaving the Land are clean and properly loaded;
  - (d) 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 AND RESPONSIBILITY FOR RUBBISH COLLECTION**

- 17.1 The Developer must maintain all Highways constructed by the Developer until adoption by the highway authority or transfer to the Community Foundation; and
- 17.2 The Developer will be responsible for the collection of rubbish from Dwellings until this service is taken over by the Community Foundation or local authority.

## **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) (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 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 satisfaction of the GLA proper and sufficient branch and connecting sewers, drains, shafts, traps, gullies and gratings and to drain 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 or, where appropriate, the relevant statutory undertaker;

## 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 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);
- (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;
- (d) reimburse to the GLA or to the Council (or other local archaeology authority) or to any third party authorised by either of them costs incurred in the emergency recording of any significant Archaeological Find made during the Development.

## 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) and such payments received by the Developer on its disposal shall be paid to the GLA

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

Not Used



### **SCHEDULE 3 – TRANSFER ETC. OF LEASEHOLD BUILDINGS AND RELEASE OF LEGAL CHARGE**

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 until the first Interim Completion Certificate has been issued in respect of a Flat in that Leasehold Building save where the provisions of Schedule [4] apply.
  - (b) the form of transfer shall be substantially in the form of the Transfer (Leasehold Building)<sup>9</sup> which shall include a covenant by the Developer to transfer the freehold ground rent reversion to the Community Foundation as soon as reasonably practicable following legal completion of the disposal of the last Unit on the Development and not to transfer the freehold interest in any part of the land transferred to any other person (such covenant to be protected by a restriction on the title to the land transferred prohibiting transfers of the freehold interest without the consent of the GLA) attaching a plan delineating the land to be transferred by red edging (such plan to conform with the Estate Layout Plan previously approved by the GLA and bearing no other red edging);
  - (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 following documents to the GLA, executed by the Developer, not less than 5 working days before the anticipated date for completion of the transfer:
    - (i) the form of transfer (in duplicate)
    - (ii) the Legal chargeand the GLA and the Developer shall enter into them upon completion conditional upon the provisions of paragraph 1 (a) hereof.
2. Immediately before completion of the transfer the Developer must provide a solicitor's undertaking (in a form acceptable to the GLA) to:
  - (a) register the Legal Charge at the Companies Registry within the period prescribed by Section 860 of the Companies Act 2006 (or at such other competent registry as may be necessary or appropriate) or, if so requested by the GLA, deliver to the GLA's solicitors the appropriate monies, completed form and documentation to enable the GLA's solicitors to apply for the registration;

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<sup>9</sup> Settlement of form of transfer probably not required at this stage but GLA will require an obligation in relation to transfer of the freehold protected by a Restriction

(b) register the transfer Legal Charge and the Restrictions at the Land Registry or, if so requested by the GLA, deliver to the GLA's solicitors the appropriate money, completed forms and all other appropriate documentation to enable the GLA's solicitors to apply for the registration and shall pay the GLA's solicitor's reasonable costs of so doing.

3. Simultaneous with the issue of an Interim Completion Certificate for the First Flat in a Leasehold Building the GLA shall issue a Form DS3 releasing such Leasehold Building from the Legal Charge together with a form RX4 releasing such Leasehold Building from the terms of the Land Registry Restriction contained in clause LR13 of this Lease.

#### **SCHEDULE 4 – TRANSFER ETC. OF AFFORDABLE LEASEHOLD BUILDINGS AND RELEASE OF THE LEGAL CHARGE**

1. In this Schedule 4 the expression "Golden Brick Stage" shall mean the construction of any building in which the Affordable Flat is situated is clearly under construction and comprising at least two completed courses of brickwork above damp proof course (or to such additional level or the provision of a building structure 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 Leasehold Building which includes an Affordable Flat once the Developer has served notice upon the GLA that the Leasehold Building has reached Golden Brick Stage and otherwise the terms of paragraph 1 (b) – (e) inclusive of Schedule 3 shall apply (mutatis mutandis) to such transfer and in addition the form of transfer shall incorporate a covenant by the Developer not to make a disposal to the Registered Provider without obtaining from the Registered Provider a deed of covenant with the GLA (in the form annexed at Part 3 of Schedule 6)<sup>10</sup> whereby the Registered Provider covenants not to occupy or use the property disposed of nor otherwise dispose of it until the Interim Completion Certificate for that property has been issued (such additional covenant by the Developer to be protected by a further restriction on the title to the land transferred prohibiting any disposal to the Registered Provider without confirmation from the GLA that these provisions have been complied with).
3. the Developer shall send the following documents to the GLA, executed by the Developer, not less than 5 working days before the anticipated date for completion of the transfer:
  - (i) the form of transfer (in duplicate)
  - (ii) the Legal Chargeand 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 acceptable to the GLA) to:
5. (a) register the Legal Charge at the Companies Registry within the period prescribed by Section 860 of the Companies Act 2006 (or at such other competent registry as may be necessary or appropriate) or, if so requested by the GLA, deliver to the GLA's solicitors the appropriate monies, completed form and documentation to enable the GLA's solicitors to apply for the registration;  
  
(b) register the transfer Legal Charge and the Restrictions at the Land Registry or, if so requested by the GLA, deliver to the GLA's solicitors the appropriate money, completed forms and all other appropriate documentation to enable the GLA's solicitors to apply for the registration.
6. Simultaneous with the issue of an Interim Completion Certificate in respect of the first Flat in an Affordable Leasehold Building the GLA shall issue a Form DS3 releasing such Affordable Leasehold Building from the Legal Charge together with a form RX4

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<sup>10</sup> Not necessary to agree deed of covenant at this stage but GLA require it to contain the provisions identified

releasing such Affordable Leasehold Building from the terms of the Land Registry Restriction contained in Clause LR13 of this Lease.

## **SCHEDULE 5 – FORMS OF TRANSFER ETC.**

- |        |   |  |
|--------|---|--|
| Part 1 | - | Transfer (Leasehold Building)                        |
| Part 2 | - | Transfer (Affordable Leasehold)                      |
| Part 3 | - | Deed of Covenant between Registered Provider and GLA |
| Part 4 | - | Overage Covenant                                     |

## SCHEDULE 6 – HEALTH AND SAFETY REPORTS

1. The Developer shall provide to the GLA on a quarterly basis 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 [works associated with 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 diseases

all as defined by the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 1995 (as amended from time to time), in accordance with the formula:

$$\text{AIR} = (A/N) \times 100,000$$

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

## **Annexures**

1 Plans

2 Development Strategies

3 Legal Charge

**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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.....

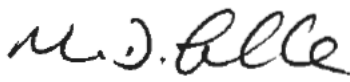
**Executed as a deed by \*\*** )  
**[Limited] [Plc]** )  
acting by its secretary and a director )  
or by two directors )

Director

Director/Secretary



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



\_\_\_\_\_  
*Authorised signatory*

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

\_\_\_\_\_