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Supplemental Deed of Planning  
Obligations for New Hotel Permission

The Olympic Delivery Authority

and

The Mayor and Burgesses of the London Borough of  
Newham

and

Stratford City Developments Limited

pursuant to sections 106 of the Town and  
Country Planning Act 1990 and other powers  
relating to land within Zone 1, Stratford City,  
London E15

29 September 2010

**CONTENTS**

<b>CLAUSE</b>	<b>PAGE</b>
1. DEFINITIONS AND INTERPRETATION .....	2
2. GOVERNING LEGAL PROVISIONS.....	3
3. AGREEMENT TO BE CONDITIONAL.....	4
4. FURTHER PLANNING PERMISSIONS .....	4
5. APPLICATION OF ZONE 1 AGREEMENT .....	4
6. MISCELLANEOUS PROVISIONS.....	5
7. THIRD PARTY RIGHTS .....	6
8. JURISDICTION .....	6

THIS DEED made on

29 September

2010

**BETWEEN:**

- (1) **THE OLYMPIC DELIVERY AUTHORITY** of 23<sup>rd</sup> Floor 1 Churchill Place Canary Wharf London E14 5LN (the "ODA");
- (2) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** of Newham Dockside 1000 Dockside Road London E16 2QU (the "Council"); and
- (3) **STRATFORD CITY DEVELOPMENTS LIMITED** (Company Number 04261851) whose registered office is at 6<sup>th</sup> Floor Midcity Place 71 High Holborn London WC1V 6EA (the "Zone 1 Developer")

**WHEREAS:**

- (A) This deed is supplemental to the Zone 1 Agreement
- (B) By virtue of the Olympic Delivery (Planning Functions) (Order 2006) the ODA is the local planning authority for the purposes of Part III of the 1990 Act for the area in which the Stratford City Site (which includes the Land) is situated and has the functions conferred by those provisions of the 1990 Act and the Planning (Listed Buildings and Conservation Areas) Act 1990 as are specified in Part 1 of Schedule 29 to the Local Government, Planning and Land Act 1980
- (C) Accordingly the ODA is the appropriate body to enforce the planning obligations contained in this Agreement for the purposes of Section 106 of the 1990 Act
- (D) The Council is a local authority for the purposes of Section 16 of the 1974 Act, Section 111 of the Local Government Act 1972 and Section 2 of the Local Government Act 2000 and is further a local highway authority for the purposes of the Highways Act 1980
- (E) The parties acknowledge that whilst the ODA is the local planning authority for the purposes of Part III of the 1990 Act in respect of the Land, the Council retains certain functions in respect of the area within which the Land is situated, including functions in respect of highways, community and leisure facilities, social, economic and environmental well-being, housing and education and the parties hereto agree that it is appropriate for the ODA to nominate the Council as the beneficiary of various covenants, undertakings and obligations given by the Zone 1 Developer in this Agreement pursuant to Section 106 of the 1990 Act as aforesaid as provided for in this Agreement
- (F) The Zone 1 Developer is the freehold owner of the Land with title absolute registered at the Land Registry under title number EGL557876
- (G) On 17 February 2010 the period for submitting certain applications for the approval of Reserved Matters in Zone 1 under the Third Planning Permission expired. On 18 June 2010 the Zone 1 Developer submitted the Application to the ODA. The effect of the New Hotel Permission is to grant planning permission for part of the hotel floorspace in Zone 1 for which approval of Reserved Matters can no longer be brought forward pursuant to condition B4 of the Third Planning Permission.
- (H) By virtue of a Service Level Agreement dated 29 January 2007 and made between the ODA (1) and the Council (2), the ODA and the Council agreed to make arrangements for certain planning applications that are submitted to the ODA for determination to be delegated to the Council
- (I) On 14 September 2010 the ODA's Planning Committee resolved to advise the Council that the ODA Planning Committee had no objections to the grant of the New Hotel Permission subject to a legal agreement being entered into. On 21 September 2010 the Council's

Strategic Development Control Committee accordingly resolved, on behalf of the ODA, that the New Hotel Permission should be granted subject to a legal agreement being entered into making provision for the planning obligations covenants and undertakings contained in the Zone 1 Agreement to apply to the Development authorised by the New Hotel Permission; and

(J) The parties hereto have agreed to enter into this Agreement accordingly

**NOW IT IS HEREBY AGREED AND WITNESSED AS FOLLOWS:**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

- (a) Save where expressly stated otherwise, words and expression used in this Agreement shall have the same meaning as defined in the Zone 1 Agreement
- (b) Where in this Agreement the following defined terms and expressions are used they shall have the following respective meanings unless the context otherwise requires:

<b>"Agreement"</b>	means this agreement made pursuant to section 106 of the 1990 Act and other enabling powers
<b>"Application"</b>	means the application for full planning permission in respect of the Development submitted to the ODA on 18 June 2010 and given reference number 10/90290/FUMODA
<b>"Development"</b>	means the erection on the Land of an 11 storey hotel (on top of existing retail podium, which would provide entrance lobby) (Building M8/Development Block 14 as referred to in ZMP1 of the outline planning permission 07/90023/VARODA) comprising 17,904sqm of Class C1 floorspace (350 bedrooms) and two hotel operators
<b>"Land"</b>	means the land edged red on Plan 1 being the land the subject of the Application
<b>"Plan 1"</b>	means the plan appended at Annexure 1
<b>"New Hotel Permission"</b>	means planning permission granted in respect of the Application
<b>"Zone 1"</b>	means that part of the Stratford City Site known as Zone 1 as shown on Parameter Plan 4
<b>"Zone 1 Agreement"</b>	means the agreement dated 18 June 2009 made pursuant to Section 106 of the 1990 Act and other powers between the ODA, the Council, the Secretary of State, LCR, the Zone 1 Developer and TfL as may be supplemented and/or modified from time to time

**1.2 Interpretation**

Unless the context otherwise requires:

- (a) words incorporating the singular include the plural and vice versa and words importing any gender include every gender
- (b) words importing persons include firms, companies, other corporate bodies or legal entities and vice versa
- (c) references to the Zone 1 Developer shall (except where the contrary is expressly provided) include its successors in title to its interest in the Land and persons deriving title therefrom and permitted assigns and references to the ODA and the Council shall include their respective statutory successors to the functions presently exercised by them
- (d) references to clauses, sub-clauses, paragraph numbers, recitals, Schedules, Annexures and plans are unless otherwise stated references to clauses, sub-clauses, paragraph numbers and recitals of, Schedules to and Annexures to this Agreement and in the case of plans, plans annexed to this Agreement
- (e) words denoting an obligation on a party to do any act matter or thing include an obligation to procure that it be done and words placing a party under a restriction include an obligation not to cause permit or suffer any infringement of the restriction
- (f) references in this Agreement to statutes, bye-laws, regulations, orders and delegated legislation shall include any statute, bye-law, regulation, order or delegated legislation amending, re-enacting or made pursuant to the same as current and in force from time to time
- (g) if any provision of this Agreement shall be held to be invalid illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be deemed thereby to be affected impaired or called into question
- (h) save in respect of the New Hotel Permission (which shall take precedence), in the event of any conflict between the terms conditions and provisions of this Agreement and any document annexed hereto or referred to herein, the terms conditions and provisions of this Agreement will prevail
- (i) references to "the parties" shall mean the parties to this Agreement and reference to "party" shall mean any one of the parties; and
- (j) the Interpretation Act 1978 shall apply to this Agreement

1.3 The clause and paragraph headings in this Agreement are for reference purposes only, and have no binding legal effect

## 2. GOVERNING LEGAL PROVISIONS

2.1 This Agreement is executed by the parties hereto as a deed and is made pursuant to Sections 106 of the 1990 Act, Section 5 of the Act, Section 16 of the 1974 Act, Section 111 of the Local Government Act 1972, Section 2 of the Local Government Act 2000 and all other powers them enabling

2.2 The obligations, covenants and undertakings on the part of the Zone 1 Developer in this Agreement are planning obligations made pursuant to and for the purposes of section 106 of the 1990 Act and/or are covenants or undertakings in pursuance of section 16 of the 1974 Act and so as to bind the Land and (subject to clauses 2.5 and 2.6), the said obligations, covenants and undertakings on the part of the Zone 1 Developer are entered

into with the intent that they shall be enforceable by the ODA and/or the Council (as applicable) not only against the Zone 1 Developer but also against any successors in title to or assigns of the Zone 1 Developer and/or any person claiming through or under it an interest or estate in the Land (other than a Utility Undertaker insofar as and to the extent that the relevant Utility Undertaker is occupying the relevant part of the Land in its capacity as a Utility Undertaker) as if that person had been an original covenanting party in respect of such interest for the time being held by it

- 2.3 The planning obligations contained in this Agreement shall be enforceable by the ODA in accordance with the terms of section 106 of the 1990 Act
- 2.4 So far as the obligations, covenants and undertakings in this Agreement are given by or to the Council then the same are entered into pursuant to the relevant powers referred to in clause 2.1 and such obligations, covenants and undertakings shall be enforceable by or against the Council
- 2.5 This Agreement shall not be enforceable directly against individual occupiers or individual occupational tenants of in each case individual units constructed pursuant to the New Hotel Permission
- 2.6 No obligation in this Agreement shall be binding on or enforceable against any chargee or mortgagee from time to time who shall have the benefit of a charge or mortgage of or on any part or parts of the Land or any receiver appointed by such chargee or mortgagee or any person deriving title through such chargee, mortgagee or receiver unless and until such chargee, mortgagee, receiver or person has entered into possession of the Land or part thereof to which such obligation relates
- 2.7 Subject to clause 5 the parties agree that the terms (including the rights, remedies and the burdens of the parties) of the Zone 1 Agreement shall apply to this Agreement
- 2.8 The parties agree that where any of the obligations covenants and undertakings on the part of the Zone 1 Developer referred to in clause 5.1(a) of this Agreement are TfL Covenants, TfL may enforce such TfL Covenants (but without prejudice to the ODA's and the Council's right to enforce) against the Zone 1 Developer in respect of the Development as if TfL had been a party to this Agreement

### 3. **AGREEMENT TO BE CONDITIONAL**

This Agreement shall come into effect on the date hereof save in respect of the provisions of clause 5 which shall not come into effect until the New Hotel Permission has been duly granted and Implemented

### 4. **FURTHER PLANNING PERMISSIONS**

- 4.1 Nothing in this Agreement shall be construed as prohibiting or limiting the rights of the Zone 1 Developer to develop any part of the Land in accordance with and to the extent permitted by a planning permission (other than the New Hotel Permission) granted by the ODA or by the Secretary of State on appeal or following a reference to him either before or after the date of this Agreement
- 4.2 If the New Hotel Permission is quashed or is revoked this Agreement shall cease to have effect and upon such quashing or revocation its registration in the register of Local Land charges will forthwith be cancelled

### 5. **APPLICATION OF ZONE 1 AGREEMENT**

- 5.1 In respect of the Development the Zone 1 Developer covenants with the ODA and the Council:

- (a) to perform and comply with each and every of the obligations, covenants and undertakings on the part of the Zone 1 Developer contained in the Zone 1 Agreement as if the same had been set out here in full; and
- (b) to perform and comply with any document, strategy, scheme or any other detail or matter approved at any time pursuant to the Zone 1 Agreement as are applicable to the Development

with the effect that all terms and provisions of the Zone 1 Agreement shall apply to the Development as if the floorspace authorised by the New Hotel Permission had been authorised by the Third Planning Permission

5.2 The parties agree that for the purposes of this Agreement:

- (a) references to the term "Third Planning Permission" in the Zone 1 Agreement shall be construed as including references to the New Hotel Permission as defined in this Agreement;
  - (b) references to the term "Development" in the Zone 1 Agreement shall be construed as including references to the Development as defined in this Agreement; and
  - (c) references to hotels in the Zone 1 Agreement shall be construed as including references to the hotel floorspace constructed pursuant to the New Hotel Permission
- 5.3 Obligations discharged from time to time pursuant to the Zone 1 Agreement shall be deemed to be discharged for the purposes of this Agreement where applicable to the Development

## 6. MISCELLANEOUS PROVISIONS

### 6.1 ODA's legal costs

The Zone 1 Developer agrees that it will on completion hereof pay the ODA's reasonable legal costs properly incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the ODA in relation to the negotiation and completion of this Agreement) up to a maximum of £3,000 exclusive of disbursements and VAT

### 6.2 Council's legal costs

The Zone 1 Developer agrees that it will on completion hereof pay the Council's reasonable legal costs properly incurred in the negotiation and completion of this Agreement (inclusive of any such reasonable costs properly incurred by external lawyers appointed by the Council in relation to the negotiation and completion of this Agreement) up to a maximum of £1,500 exclusive of disbursements and VAT

### 6.3 Powers and Duties of the ODA and the Council

Nothing contained in this Agreement shall fetter the statutory rights powers or duties of the ODA or the Council

### 6.4 Local Land Charge

By virtue of the Local Land Charges Act 1975 the ODA is the originating authority and the Council is the registering authority in respect of a local land charge relating to the Council's Area and accordingly the Council will as soon as practicable after the date of this Agreement register this Agreement against the Land as a local land charge for the purposes of the Local Land Charges Act 1975

7. **THIRD PARTY RIGHTS**

Save where otherwise specified in this Agreement any person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement

8. **JURISDICTION**

8.1 This Agreement is governed by and shall be interpreted in accordance with the laws of England

**IN WITNESS** whereof this Deed has been executed and delivered by the parties hereto on the date which appears at the head of this document

The common seal of **THE OLYMPIC DELIVERY AUTHORITY** was hereunto affixed in the presence of: )  
)  
)

Authorized signatory

~~Authorized signatory~~

*[Handwritten signature]*

*[Handwritten signature]*



The common seal of **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF NEWHAM** was hereunto affixed in the presence of: )  
)  
)

Authorized signatory

*[Handwritten signature]*



Executed as a deed by  
**STRATFORD CITY DEVELOPMENTS**  
**LIMITED** acting by

)  
)  
)  
)

Director x

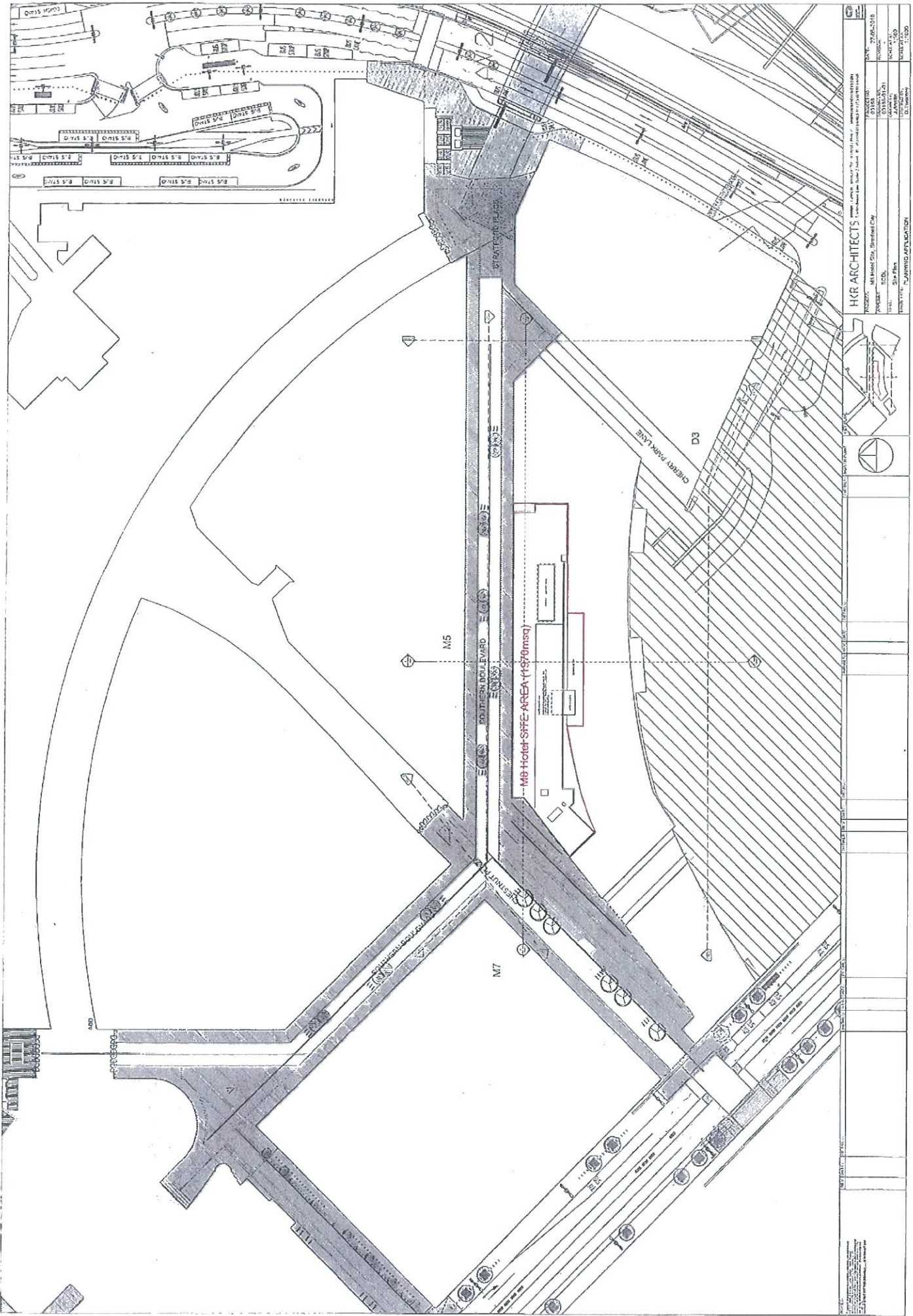


Director/Secretary x



ANNEXURE 1

Land



**H&F ARCHITECTS**  
 PROJECT: MB Hotel-Site Area (11970msq)  
 TITLE: Site Plan  
 DATE: 07/20/2010  
 DRAWN BY: J. HANSEN  
 CHECKED BY: J. HANSEN  
 PROJECT NO.: 11970

NO.	DATE	DESCRIPTION
1	07/20/2010	ISSUED FOR PERMITTING
2	07/20/2010	ISSUED FOR PERMITTING
3	07/20/2010	ISSUED FOR PERMITTING
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5	07/20/2010	ISSUED FOR PERMITTING
6	07/20/2010	ISSUED FOR PERMITTING
7	07/20/2010	ISSUED FOR PERMITTING
8	07/20/2010	ISSUED FOR PERMITTING
9	07/20/2010	ISSUED FOR PERMITTING
10	07/20/2010	ISSUED FOR PERMITTING
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50	07/20/2010	ISSUED FOR PERMITTING

