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Merle Way/
Malcolm Dunn.

DATED 10 December 2012

(1) VALE OF WHITE HORSE DISTRICT COUNCIL

(2) DORIC PROPERTIES LIMITED

AGREEMENT FOR SALE

relating to the Westway Shopping Centre and other land at
Botley

CERTIFIED TO BE A TRUE AND COMPLETE
COPY OF THE ORIGINAL
DATED THIS 14 DAY OF 01 2013
Pinsent Masons LLP
Pinsent Masons LLP -----



Pinsent Masons

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THIS DEED is made on

20 December

2012

BETWEEN:-

- (1) **VALE OF WHITE HORSE DISTRICT COUNCIL** of Abbey House, Abbey Close, Abingdon OX14 3JE (the "Council"); and
- (2) **DORIC PROPERTIES LIMITED** (Company No. 07117579) whose registered office is at The White House, 2 Meadow, Godalming, Surrey GU7 2HN (the "Buyer").

IT IS AGREED:-

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, unless the context otherwise requires:

- "1990 Act" means the Town and Country Planning Act 1990
- "Actual Completion Date" means the date upon which Completion actually takes place save where such Completion takes place after 2.00pm then "the Actual Completion Date" will be the next Working Day after the date on which Completion took place
- "Anchor Units" means the Food Anchor Store and the Student Accommodation
- "Appeal" means an appeal to the Secretary of State under section 77 or 78 (as the case may be) of the 1990 Act against:-
- (a) a Planning Refusal or
 - (b) a Call-in
- "Appropriation" a decision or resolution by the Council to appropriate any part of the Development Site in the Council's ownership requested by the Buyer to the planning purposes of the Development pursuant to Section 122 of the Local Government Act 1972 in order to engage the benefit of Section 237 of the 1990 Act
- "Appropriation Indemnity Agreement" means the deed set out in Schedule 17
- "Approved Documents" means the drawings attached as Schedule 4 and such other the drawings elevations sections specifications plans and other documents for the Development as may from time to time be presented to the Council and approved in connection with the

19.4 **Obligations to remain in full force**

The Buyer's and Approved Funder's obligations shall remain in full force and effect notwithstanding any such assignment, mortgage or charge of this Agreement referred to in this Clause 19.

20. **FREEDOM OF INFORMATION**

20.1 **Disclosure Obligations**

The Buyer shall use all reasonable endeavours to assist the Council in its compliance with the disclosure obligations imposed on the Council by:-

20.1.1 the Freedom of Information Act 2000 ("FOIA") and all subordinate legislation;

20.1.2 the Environmental Information Regulations 2004 and any other Implementing Regulations in the UK of EC directive (2003/4EC) on Public Access to Environmental Information (all of which shall together be referred to as the "EIR");

and which may also include any binding guidance and Codes of Practice which may be published from time to time by the Department for Constitutional Affairs in accordance with any such legislation (all of which shall together be referred to as the "Rules") to the extent that such obligations relate to information held by the Buyer on behalf of the Council or otherwise in connection with this Agreement or the Development. For the avoidance of doubt, this includes but it not limited to the obligations on the Buyer to:-

20.1.3 use reasonable endeavours to provide the Council with any information held by it on behalf of the Council (and not by the Council itself) as is necessary in order to allow the Council to comply with valid requests for information received from individuals pursuant to the Rules. Such assistance shall be provided as soon as reasonably practicable of the Council making a written request to the Buyer to provide any necessary information; and

20.1.4 use reasonable endeavours to inform the Council of any classes of information relating to the development in its possession which it holds on behalf of the Council which does not appear on the developer's publication scheme provided directly to it from time to time by the Council provided that this obligation shall not extend to provide such information more than twice in one year; and the Buyer shall not be obliged to provide assistance or information insofar as the Buyer may consider the same to constitute or contain commercially sensitive information.

20.2 **Supply of Material**

If the provisions of Clause 20.1 require the Buyer to supply material in which the Buyer is the owner or a licensee of the copyright, the Council will not disclose such material without an accompanying notice acknowledging the owner of such copyright provided that the Buyer on supplying any such

Council may reasonably think fit nor shall impose or be deemed to impose any restrictions on the use of any land or buildings now or hereafter belonging to the Council and not comprised in the Development Site provided that the exercise of rights or the application of this Clause by the Council shall not prevent or interfere with or restrict or make more onerous and/or costly the Development.

21.9 Entire Agreement

This Agreement contains the entire Agreement between the Council and the Buyer relating to the transactions hereby contemplated.

21.10 No Partnership

21.10.1 Nothing in this Agreement will:-

- (a) constitute or be deemed to constitute a partnership between the Council and the Buyer; or
- (b) constitute or be deemed to constitute either the Council or the Buyer acting as agent of the other for any purpose whatsoever.

21.10.2 Neither the Council or the Buyer shall hold itself out as agent of or have authority or power to procure the acceptance of any liabilities whatsoever on behalf of the other.

21.11 Registration of Agreement at the Land Registry

The Buyer may not note this Agreement against the Council's registered title other than by virtue of a unilateral notice and shall not without the written consent of the Council send this Agreement or a copy thereof to the Land Registry.

22. Confidentiality

Subject to Clause 20:-

22.1 The parties will not -

22.1.1 make any press or other public announcement concerning the transaction referred to in this Agreement; or

22.1.2 divulge or communicate either the Financial Appraisal or the other terms of this Agreement including actions taken pursuant to the Funding Strategy to any other person.

22.2 Clause 22.1 does not apply to any public announcement or communication if it is -

22.2.1 required by law or other formal requirement; or

* The appraisal set out in (1) as updated from time to time

+ The strategy set out in schedule 7.

22.2.2 necessary to implement the terms of this Agreement

Provided that before making such announcement or communication the relevant party first consults with the other party as to why such announcement or communication is necessary and how it will be made.

22.3 the parties will use all reasonable endeavours to bind their respective servants agents and advisers in the terms contained in clause 22.1.

23. **Access**

23.1 The Council shall permit the Buyer to have access to any unoccupied part of Site 2 before the Completion Date provided that:-

23.2 the access shall be at reasonable times and on not less than 2 Working Days' prior written notice;

23.3 the Buyer or the Buyer's representatives shall be accompanied by representatives or agents of the Council and the Council agrees to use all reasonable endeavours to make such representatives or agents available upon reasonable request by the Buyer;

23.4 the access shall be for the purposes of visual inspection and/or surveys and/or environmental investigations only but the Buyer may sample or open up or carry out any intrusive investigations on all or any unoccupied part of Site 2 with the Council's consent (not to be unreasonably withheld or delayed) provided that in doing so the Buyer shall use all reasonable endeavours to cause as little damage and inconvenience as reasonably practicable to Site 2 and the occupiers thereof, and to make good all damage caused.

23.5 without prejudice to clause 23.4 the Buyer shall make good any damage caused by reason of such access sampling opening up intrusive investigations and shall indemnify the Council against any loss liability or costs incurred or suffered by the Council as a result of such damage.

24. **Security**

24.1 From the Unconditional Date, the Council shall subject to clauses 24.2 and 24.3 use reasonable endeavours upon becoming aware of any illegal occupiers to take all reasonable steps (including proceedings) to eject them from Site 2.

24.2 The provisions of clause 24.1 shall not oblige the Council to -

24.2.1 implement any new security arrangements or install any new equipment; or

24.2.2 incur expenditure otherwise than in respect of reasonable professional fees; or

24.2.3 commence or pursue any appeal.