[redacted]

Thomas Eggar

Date: 18th October 2013

[redacted]

Worthing Borough Council
and
Roffey Homes Limited

CONTRACT FOR THE SALE OF FREEHOLD LAND WITH VACANT POSSESSION CONDITIONAL ON PLANNING PERMISSION

at
Worthing Aquarena Site, Brighton Road, Worthing, West Sussex

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Ref: PPG/2431/45102000

4 Planning Application

4.1 As soon as reasonably practicable after the date of this contract, the Buyer and the Seller, acting reasonably, shall discuss and agree the form, content and timing of the proposed Planning Application and the Buyer shall submit the Planning Application within nine (9) months of the date of this contract provided that the Seller and/or the Council meet the dates specified in the Planning Performance Agreement. If the Council and/or the Seller do not meet such dates, then for the purposes of this clause 4.1 the period of nine (9) months from the date of this contract shall be extended by the period of such delay.

4.2 In relation to the proposed Planning Application, the Buyer, in its sole discretion but acting reasonably and professionally, will seek to maximise the number of Apartments within the Development having regard to:

4.2.1 the parties' mutual wish to negotiate the proposed Planning Application as expeditiously as reasonably practicable and the parties' desire for the Buyer to submit a Planning Application that will not be refused and which will lead to the grant of the Planning Permission with the least possible risk of being subject to a Call In;

4.2.2 the need to create a satisfactory mix of Apartment sizes; and

4.2.3 the Original Scheme,

provided that the parties acknowledge that it shall not be a breach of this provision if the Planning Application submitted by the Buyer does not comply with the Original Scheme in respect of the proportion and location of any Affordable Housing Units including where:

(a) the Affordable Housing Units are to be located at a different part of the Development or offsite; or

(b) the Affordable Housing Units are to be located offsite; or, alternatively,

(c) no Affordable Housing Units are to be constructed, in which case the provisions of clause 4.7 shall apply.

4.3 The Seller shall execute any Section 106 Agreement within 10 Working Days after the form of such Section 106 Agreement has been agreed in writing by all of the parties of the Section 106 Agreement.