

APPENDIX 3

Summary of Contract Documentation

1. Transfer Agreement

Providing for the transfer of the estate to CCHA at nil value, subject to the tenancies and leases and containing the following provisions:

- 1.1 'Surplus sharing' provisions whereby any surplus above an agreed level would be shared with the Council according to an agreed formula and for social housing in the borough.
- 1.2 Warranties are given by the Council that:
 - 1.2.1 all Right to Buy applications as at the date of transfer have been disclosed;
 - 1.2.2 the gross weekly rent payable by secure tenants are correctly set out in the agreement;
 - 1.2.3 the Council has power to enter into the transaction and has exercised that power lawfully;
 - 1.2.4 the Council can convey the property with full title guarantee and has good and marketable title and that no part of the property being transferred is leasehold;
 - 1.2.5 the property has all necessary rights for its continued use and enjoyment for its current use, drainage is to public sewers and the property has necessary access rights from the public highway, and necessary rights to enter adjoining property to carry out repairs;
 - 1.2.6 the property is free from encumbrances such as mortgages or unusual outgoings;
 - 1.2.7 all restrictions affecting the property have been properly observed by the Council;
 - 1.2.8 there is on the property no telecommunications or security equipment belonging to a third party;
 - 1.2.9 no part of the property has suffered from flooding in the last five years
 - 1.2.10 the current use is in accordance with unconditional and valid planning consents, and all statutory requirements have been complied with
 - 1.2.11 save for possession proceedings against tenants and claims for rent arrears and the current claims for rights of access there are no disputes relating to the property.
- 1.3 rent and service charge arrears are to be assigned to CCHA at a discounted rate.
- 1.4 CCHA agrees to offer all qualifying tenants a new tenancy agreement substantially in the form agreed with the Council, no later than 3 months from the date of transfer.
- 1.5 any contracts will be either assigned to CCHA at the date of transfer, or terminated insofar as it relates to the property.

1.6 No staff are to be transferred under TUPE regulations.

2. Development Agreement:

Containing the obligations of CCHA to construct the new buildings in accordance with the provisions of the Offer Document, with a timetable for the completion of the various phases and provision for liquidated damages in the event of delay within the control of CCHA.

3. Nominations Agreement:

During the period of development, the Council is to receive rights to place tenants in all true voids arising from the date of transfer, unless required to facilitate the redevelopment. On completion of the redevelopment, the Council will continue to have nomination rights in the new development.

4. Compulsory Purchase Order Indemnity Agreement

Containing an obligation for CCHA to indemnify the Council for all costs relating to any Compulsory Purchase Order necessitated by the redevelopment.