

DATED

2009

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER
HAMLETS

and

NETWORK HOUSING GROUP

AGREEMENT

for sale and purchase of freehold property at

10 12 14 20 24 26 Ropery Street London E3
16 Lockhart Street London E3
27 Clemence Street London E14
45 Arbour Square London E1

Isabella Freeman
Assistant Chief Executive (Legal Services)
London Borough of Tower Hamlets
Mulberry Place
5 Clove Crescent
London
E14 2BG

THIS AGREEMENT is made the day of 2009
BETWEEN:-

1. The Mayor and Burgesses of the London Borough of Tower Hamlets of Mulberry Place 5 Clove Crescent, London E14 2BG (“the Council”)
2. Network Housing Group of Olympic Office Centre 8 Fulton Road Middlesex HA9 0NU (“the Purchaser”)

IT IS AGREED as follows:-

1. DEFINITIONS

In this Agreement unless the context requires otherwise:-

- 1.1 “Actual Completion” means the date on which completion of the sale of the Property pursuant to this Agreement actually takes places.
- 1.2 “Completion” means the date on which completion of the sale of the Property pursuant to this Agreement is due to take place.
- 1.3 “Completion Date” means
- 1.4 “Standard Condition” means the Standard Conditions of Sale (4th Edition)
- 1.5 “Planning Acts” means the Town and Country Planning Act 1990 the planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning Compensation Act 1991 and includes any other applicable Town and Country Planning legislation and country.

- 1.6 “Property” means all the freehold property known as 10 12 14 20 24 26 Ropery Street London E3 16 Lockhart Street London E3 27 Clemence Street London E14 45 Arbour Square London E1 shown edged red on the plans annexed hereto being all that property comprised within Land Registry Title Numbers.
- 1.7 “Purchaser” means the party named above as Purchaser and in the case of an individual includes any personal representative of such individual.
- 1.8 “Purchaser’s Solicitors” means Towers and Hamlins of 40 Tower Hill London EC3N 4DX or such other solicitors as the Purchaser may by notice in writing from time to time to the Council’s Solicitors nominate for the purposes of this Agreement.
- 1.9 “Council’s Solicitor” is Isabella Freeman Assistant Chief Executive (Legal Services) London Borough of Tower Hamlets, Mulberry Place, 5 Clove Crescent, London E14 2BG (Reference RJ).
- 1.10 “Transfer” means the transfer of the property to the Purchaser to be executed pursuant to this Agreement.
- 1.11 “Working Day” means any day (other than a Saturday or a Sunday) on which clearing banks in the City of London are open to the public for the transaction of business.
- 1.12 “The Decent Homes Standard Works” means refurbishment works carried out to the Property to bring it up to a standard where the property is provided with adequate facilities to be warm, weatherproof and with modern kitchen and bathroom facilities.
- 1.13 “The Consents” means all consents permissions and authorisations which may be required by the Purchaser for the carrying out of the Decent Home Standard Works.
- 1.14 “The Rent Nomination and Referral Agreement” means the agreement annexed to the Second Schedule.

2. **INTERPRETATION**

2.1 The headings used in this Agreement do not affect its construction.

2.2 In this Agreement unless the context requires otherwise:-

2.2.1 any obligation by a party comprising more than one person is joint and several

2.2.2 any word importing an individual includes a company and vice versa

2.2.3 any obligation on a party not to do any act or thing includes an obligation not to permit or suffer such act or thing to be done.

2.2.4 references to a clause or a schedule means a clause or schedule of this Agreement.

2.2.5 any reference to a statute or statutory instrument (whether specifically named or not) includes any amendment or re-enactment of it for the time being in force in any instrument bye-law direction plan or permission for the time being issued made or given under or deriving validity from it.

3. **SALE AND PURCHASE**

The Council shall sell and the Purchaser shall buy the Property on the terms of this Agreement.

4. **PURCHASE PRICE**

4.1 The price for the Property shall be £1,300,000

5. **COMPLETION**

The sale and purchase shall be completed at the offices of the Council's Solicitor or at such other place as he may reasonably require in either case before 2.00pm on the Completion Date.

6. **SUB-SALES**

The Council shall not be required to transfer the property otherwise than to the Purchaser and no other person in one parcel and by one Transfer

7. **TITLE**

7.1 The Title to the Property is registered at H.M Land Registry under Title Numbers NGL52809 NGL60736 255951 and NGL122287.

7.2 Title shall be deduced by the provision of office copies of the registers and the title plans of the Property.

8. **COVENANTS FOR TITLE**

The Council sells the Property with full title guarantee.

9. **MATTERS AFFECTING THE PROPERTY**

9.1 The Property is sold subject to any matter contained or referred to in the property register and charges register of the Title numbers so far as it relates to the Property and is subsisting and capable of taking effect.

9.2 **Purchasers acknowledgement**

Copies of the Registers and the Title Plans of the Property having been supplied to the Purchaser or the Purchaser's Solicitors the Purchaser shall be deemed to purchase the Property with full knowledge of them and shall not be entitled to raise any objection or requisition with regard to them.

10. **LAND CHARGES AND PLANNING**

The Property is also sold subject to such of the following matters as may relate to it:-

- (a) any local land charges (whether registered or not before the date of this Agreement) or any matter capable of registration as a local land charges;
- (b) any notice served or order demand and proposal or requirement made by any local or other public authority (whether before or after the date of this Agreement); and
- (c) any actual or proposed charge notice order restriction agreement condition or other matter arising under the Planning Acts.

11. **PURCHASERS ACKNOWLEDGEMENT**

The Purchaser acknowledges that the Purchaser has not entered into this Agreement in reliance (wholly or partly) on any statement or representation made by or on behalf of the Council but not embodied in this Agreement other than any written statement made by the Council's Solicitor in reply to any written enquiry made by or on behalf of the Purchaser.

12. **EXECUTION OF DUPLICATES**

At the request of the Council the Purchaser shall also execute a duplicate of the Transfer and deliver it to the Council's Solicitor as soon as practicable.

13. **STANDARD CONDITIONS**

13.1 The Standard Conditions are incorporated in this Agreement is so far as they are not varied by or inconsistent with the express terms of this Agreement and are applicable to a sale by private treaty.

13.2 In the event of any conflict between the express terms and conditions of this Agreement and the Standard Conditions the former shall prevail.

14. **FORM OF TRANSFER**

The Transfer shall contain the covenants on the part of the Purchaser

15. **NOMINATIONS AGREEMENT**

On Actual Completion the Council and the Purchaser shall enter into the Rent Nominations and Referral Agreement in the terms set out in the Second Schedule

16 **NOTICES**

16.1 Form and Delivery

All notices requests demands approvals consents and other communications under this Agreement (“Notices”) shall be in writing and shall be duly and validly given or made if given or served by personal delivery or sent by pre-paid registered or recorded delivery mail to the persons and addresses specified below or to such other person and/or address as a party may specify from time to time by written notice to the other parties. Notices given or served by personal delivery shall be deemed to be given or served on the date of delivery. Notices sent by pre-paid registered or recorded delivery mail shall be deemed to be given or served on the second working day after the date of posting unless they are proved to have been received later in which case they shall be treated as given or served on receipt.

16.2 Addresses

Notices shall be addressed as follows:-

(a) To the Council:- Isabella Freeman Assistant Chief Executive (Legal Services)
London Borough of Tower Hamlets, Mulberry Place 5 Clove Crescent, London E14
2BG. For the attention of R. Johal

(b) To the Purchaser: - Network Housing Group of Olympic Office Centre 8 Fulton
Road Middlesex HA9 0NU

17 CHARITIES ACT 1993

The beneficial interest under this agreement will as a result of this agreement be held
by or on behalf of the Purchaser which is an exempt charity

AS WITNESS the hands of the parties hereto or authorised persons on their behalf the
day and year first before written.

Signed on behalf of the Council

By

Signed on behalf of

By

THE FIRST SCHEDULE

Covenants to be included in the Transfer.

1. Covenant to bring the Property up to Decent Homes Standard

1.1 The Purchaser covenants to use all reasonable endeavours to obtain the Consents as soon as possible after the date hereof.

1.2 The Purchase hereby covenants with the Council to commence the Decent Home Standard Works expeditiously at the entire expense of the Purchaser with the intention that the Decent Home Standard Works shall be completed within two years of the date hereof.

1.3 The Purchaser shall carry out and complete the Decent Home Standard Works to a good and workmanlike standard in accordance with the Consents and to the reasonable satisfaction of the Council.

1.4 The Purchaser shall keep the Council advised of the progress of the Decent Home Standard Works and of the expected date of practical completion under the building contract (s) and upon reasonable prior written notice (save in emergency) shall permit representatives of the Council to enter upon the Property to view the progress of the Decent Home Standard Works.

2. General Covenants

The Purchaser hereby covenants with the Council:-

2.1 With the object and intention of affording to the Council a full and sufficient indemnity but not further or otherwise to observe and perform the covenants conditions and other matters contained or referred to in the Property Register and Charges Register of the Titles Number so far as the same are still subsisting and

capable of taking effect and affect the Property and to indemnify and keep indemnified the Council and its successors in title fully and effectively against all actions proceedings damages costs claims and expenses which may be suffered or incurred by the Council or its successor in title in respect of any further breach or non-observance or non-performance of those covenants and conditions and other matters.

2.2 Not to do or allow to be done on the Property anything which may be or grow to be a nuisance or annoyance to the Council or its successors in title.

2.3 Not to use the Property other than for residential purposes.

THE SECOND SCHEDULE

The Rent Nomination and Referral Agreement