

FIFTEENTH SCHEDULE

DEED OF ASSIGNMENT OF RENT AND SERVICE CHARGE ARREARS

THIS ASSIGNMENT is made the \_\_\_\_\_ day of \_\_\_\_\_ 2007

BETWEEN:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF TOWER HAMLETS** of The Town Hall, Mulberry Place, 5 Clove Crescent, London E14 2BG (the "Council") and
- (2) **POPLAR HOUSING AND REGENERATION COMMUNITY ASSOCIATION LIMITED** (Company Number 03249344) whose registered office is situated at 167A East India Dock Road, London E14 0EA (the "Company")

WHEREAS

- (A) By an Agreement (the "Principal Agreement") dated ~~14<sup>th</sup> August 2006~~ and made between (1) The Council and (2) The Company the Council agree (inter alia) to transfer the Property to the Company;
- (B) Completion of the transaction contemplated by the Principal Agreement was effected on ~~14<sup>th</sup> August 2006~~ (the "Completion Date") and the Company owns the Property as defined in the Principal Agreement which includes the property referred to in the Schedule hereto.
- (C) It is a term of the Principal Agreement that the parties shall enter into this Deed of Assignment of Rent and Service Charge Arrears.
- (D) In this Deed the word and phrases defined in Clause 1.1 of the Principal Agreement shall have the same meanings herein as therein.
- (E) As at the date hereof the Council is owed a total sum of ~~£140,365.23~~ from certain tenants, each of whom shall have been a tenant of a Dwelling as at the Completion Date (the "Former Tenants") at the said properties made up as shown in Part I of the Schedule annexed hereto ("the Arrears");
- (F) sums owing from the Former Tenants set out in Part I of the Schedule ("the Arrears") becomes vested in the Company.
- (G) The Council has issued proceedings in the various County Courts against certain of the Former Tenants as shown in Part II of the Schedule and has issued notices of seeking possession against the Former Tenants details of which are set out in Part III of the Schedule.

NOW THIS DEED WITNESSETH as follows:

1. **ASSIGNMENT AND PAYMENT BY THE COMPANY**

In consideration of the assignment effected by this Deed the Company **HEREBY COVENANTS** with the Council to pay to the Council the sum of ~~£58,634.51~~ (which sum has been calculated in accordance with the provisions of Clause 9.3 of the Principal Agreement and to be paid in instalments as set out in Clause 9.4 of the

Principal Agreement) and the Council hereby assigns to the Company all the Council's rights and remedies for recovery of and interest in the Arrears and (so far as it is able) the benefit of the existing proceedings issued against and the orders for possession and money judgements obtained by the Council against the Former Tenants including those orders for possession and money judgments brief particulars of which are set out in Part II of the Schedule aforesaid.

**2. SUBSTITUTION AGREEMENT**

The Council agrees to take such steps and to prepare and execute such documents (where the Company is unable to prepare or execute such documents) as the Company may reasonably require to enable the Company to be substituted for the Council as claimant or plaintiff in the proceedings and enforce the possession orders and money judgements referred to in Clause 1 above **PROVIDED THAT** the Company indemnifies the Council against its reasonable costs and expenses properly incurred thereby.

**3. POST-ASSIGNMENT RECEIPTS**

In the event that after the Completion Date the Council receives any sums from any of the Former Tenants the right to recovery of which are assigned by this Deed the Council shall hold such sums on trust to the Company and shall account for the same to the Company within 28 days of receipt.

**4. WARRANTY**

4.1 The Council warrants that it has not assigned, transferred or otherwise disposed of nor encumbered or restricted any of its rights claims or interest in the Arrears aforesaid or any part of the same.

4.2 The Council warrants that the Arrears set out in the Schedule to this Deed are lawfully due payable and collectable as rent and/or service charge arrears (save that the Council gives no warranty as to the actual collectability of the Arrears or any part of them) from the relevant Former Tenants in accordance with the terms of the relevant tenancy agreement, lease or in any other manner howsoever and that the said Arrears do not contain any element that cannot properly be regarded as rent and/or service charge arrears.

**IN WITNESS** whereof the parties hereto have executed this Agreement and delivered the same as a Deed the day and year first before written

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- Part I Computer print outs of all rent and service charge arrears debts due from the Former Tenants (as defined in this Deed) as at the Completion Date.
- Part II Legal proceedings issued for possession and/or money claims against the Former Tenants.
- Part III Details of outstanding Notices to Quit, Notices of Seeking Possession and Notice to Terminate issued to the licensees, former secure and introductory tenants of the Council or such other form of notice (including Notices to Quit) as shall be applicable.

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PART II

Full Address	Title	Forename	Surname	Action	Action Code	Date Logged

FIFTEENTH SCHEDULE

PART III

Full Address	Action	Date Served	Title	Forename	Surname

THE COMMON SEAL of )  
THE MAYOR AND BURGESSES OF )  
THE LONDON BOROUGH OF TOWER )  
HAMLETS was hereunto affixed )  
by Order of OS Cabinet 06/06/07 )  
in the presence of: )

.....  
Authorised Signatory



THE COMMON SEAL of )  
POPLAR HOUSING AND )  
REGENERATION COMMUNITY )  
ASSOCIATION was hereunto affixed )  
in the presence of: )

.....  
Authorised Signatory



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Authorised Signatory