TABLE OF CONFIRMATIONS REQUIRED FROM THE ASSOCIATION

Date of Enquiries:

Date of Replies:

Transaction:

Issue	Confirmation to be given in the CoT	Confirmed/Association comments
Insurance	Paragraph 1(c): the Association has confirmed to us that all premiums due have been paid.	
Use	Paragraph 1(d): The Association has confirmed that all of the Properties are presently used for general residential purposes (the **Existing Use**)	
Possession	Paragraph 2(a)(i): the Association is the sole legal and beneficial owner of the Properties and has a good and marketable title to each of them and is absolutely entitled to the whole proceeds of sale thereof Paragraph (2)(a)(vi): the Association is in sole possession of the Properties save only for those in respect of which the Association has granted tenancies in accordance with the terms of the relevant finance documents and the legal mortgage.	
Services	Paragraph 2(a): the Association has confirmed that: 1. the Properties are connected to all roads and services necessary for their use and enjoyment for the Existing Use; and 2. the Properties do not require the use of any land not included in the Transaction (including land owned by them).	
Third party rights	Paragraph 3(a)(i): the Association is not aware of any adverse estate, right, interest, covenant, restriction, stipulation, easement or other encumbrance or liability whatsoever of an unusual or onerous nature (including, without limitation, financial charges (including for the avoidance of doubt floating charges or any security for the repayment of public sector grant) and planning, statutory or regulatory conditions and restrictions), or restrictions on disposal by charge or otherwise by the Association, or any third party rights, or to the payment of outgoings other than the usual rates. *NB there is no need to refer to those that are evident from the Land Registry titles to the Properties.*	

	Paragraph 3(a)(iii): the Association has confirmed that, as far as it is aware (having made all necessary enquiries): 1. any covenants, restrictions, stipulations or other encumbrances affecting the Properties have been complied with to date; 2. no demands or complaints have been made or received in respect of the Properties and no notices have been given or received nor are any anticipated to be made or received or given; and 3. there are no outstanding monies payable relating to the Properties due from the Association but not paid. General: the Association has confirmed that: 1. there are no binding management agreements relating to the Properties; 2. it is not aware of any nomination rights and/or nomination agreements relating to the Properties; and 3. there have been no problems with any third parties exercising rights over the Properties and that none are anticipated.	
Disputes	Paragraph (3)(a)(ii): The Association has confirmed that (having made all necessary enquiries) it is not aware of any material disputes in respect of the Properties General: The Association has not made any complaint in relation to the state and condition or manner of use of the adjoining or neighbouring property and is not aware of any proposed development in the area which would adversely affect the Properties.	
Planning	Paragraph 4(a)(iii): the Association is not aware of any proposal for the compulsory acquisition of the Properties. Paragraph 4(a)(iv): the Association has confirmed that no development has been carried out in relation to the Properties which is unlawful or which has been carried out without any necessary consents and permissions under the Town and Country Planning legislation and Building Regulations and no enforcement proceedings have been commenced or any notices served or proposed. Paragraph 4(a)(v): the Association has confirmed that all conditions attached to the planning permissions relating to the Properties have been complied with.	

	Paragraph 4(a)(vii): the Association has confirmed that it is not aware of any existing or future Community Infrastructure Levy liability relating to the Properties and no notice or correspondence relating to any existing or future CIL liability in respect of the Properties (including in relation to any payments of CIL in kind) have been sent, lodged or received. General: the Association has confirmed that no complaints or notices in respect of planning have been received or are anticipated.	
Statutory matters	Paragraph 5(a): the Association has confirmed that: 1. it is not aware of any material breach of planning legislation, building, fire and other relevant regulations; 2. there is no outstanding statutory or formal notice relating to the Properties or to any business carried on there or to the Existing Use or which involves any expenditure in compliance with it nor any circumstances which may result in any such order or notice being made or served; and 3. it does not anticipate that it will be obliged to incur expenditure in relation to the Properties of any substantial sum of money in the near future whether to comply with the requirements of any Act of Parliament, order, regulation or bye-law or otherwise.	
Leasehold Properties	Paragraph 6(a)(ii): the Association has confirmed that it (having made all necessary enquiries) is not aware of any material breach of any of the covenants (on the part of the landlord or tenant) or terms contained in the leases or of any notice or formal written complaint having been issued or received by the Association in respect of any such breach. General: please advise who the rent and service charge is paid to (giving a contact name, postal address, e-mail address and telephone number if available).	
Tenancies	Paragraph 7: the Association has confirmed that: 1. the lettings of individual units at the Properties are in accordance with the restrictions contained in the relevant finance documents, Security Trust Deed and the legal mortgage and with the details (including rent and percentage of equity retained) in the relevant valuation; 2. each shared ownership lease and each long lease are substantially in the forms of those recommended by the Homes and Communities Agency or contain adequate service charge provisions for the maintenance and upkeep of the structure and common parts;	

	3. there are no material breaches of the terms of any tenancy or lease and that no legal proceedings have been instigated by the Association or any tenant or lessee; and 4. in respect of Properties which are subject to shared ownership leases: (i) the information contained in the relevant valuation in relation to the shared ownership leases is correct; and (ii) since the date of the relevant valuation it has received no notices from any shared ownership tenant purporting to exercise any rights to purchase a further interest in the Properties nor has any such tenant completed the purchase of any such further interest.	
Shared Ownership	For each Property that is held on shared ownership terms, please advise of the percentage share retained by the Association.	
Environmental	Paragraph 9: so far as the Association is aware (having made all such diligent and proper enquiries as a prudent purchaser would make): 1. the Properties are not contaminated with, nor have they or any of the premises adjoining them been used for any purpose which may have caused the Properties or the ground water beneath or in its vicinity to be contaminated with any noxious or hazardous substances which may cause environmental pollution or harm to human health; 2. the Properties have not been used for landfill or other waste disposal purposes; 3. no claim or notice relating to any pollution of, or release into, the environment on or from the Properties has been received from, or threatened by, any third party the Environment Agency, the relevant local authority or any other competent authority and the state and condition of the Properties is not such as to constitute contaminated land for the purpose of Part IIA of the Environmental Protection Act 1990; 4. any development carried out on the Properties has been in accordance with the recommendations of any site/soil investigation report obtained in respect of the Properties; 5. the Properties have never suffered from flooding or problems as a result of subsidence; and	

	6. the Association does not hold any permits, licences, consents, authorisations, registrations or any other approvals under any legislation relating to pollution or protection of health and the environment in respect of the Properties and is not aware of any need for any environmental permit.	