

H.M. LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1986

DEED SUPPLEMENTAL TO ESTATE RENTCHARGE

LONDON BOROUGH: Enfield

TITLE NUMBERS: EX 295569 and EGL 3527733
and provisional title number
EGL362665

PROPERTY: Former Royal Ordnance Factory
Ordnance Road, Enfield

DATE: 29th April 1998

1. This Deed is made between FAIRVIEW NEW HOMES PLC whose registered office is at 50 Lancaster Road Enfield Middlesex EN2 0BY ("the Grantor") (1) ENFIELD ISLAND VILLAGE RESIDENTS ASSOCIATION LIMITED whose registered office is at 50 Lancaster Road Enfield Middlesex EN2 0BY ("the Residents Association") (2) London & Quadrant Housing Trust whose registered office is at Osborn House Osborn Terrace London SE3 9DR ("L&Q") (3) and is supplemental to a Deed of Grant dated 1st August 1997 and made between the Grantor (1) and the Residents Association (2) ("the Rentcharge") and to two transfers to L & Q by the Grantor both dated 1st August 1997
2. The Rentcharge contains (inter alia) covenants by the Residents Association to perform and observe the covenants set out in the Second Schedule to the Rentcharge and covenants by the Grantor to pay a fixed rentcharge and a variable sum in respect of the expenses incurred by the Residents Association such variable sum to be calculated and paid in accordance with the provisions of the First Schedule to the Rentcharge

3. The First Schedule to the Rentcharge contains a formula for calculation of the proportion of the variable sum payable by each purchaser or lessee as defined in the Rentcharge of a residential unit on the Estate
4. It now transpires that purchasers or lessees of non-residential units on the Estate will also be making contributions to the Residents Association's expenses and the parties have therefore agreed that the Rentcharge be varied:
 - (a) by adding to the definition of "Ground Rent Leasehold Interest" the words "for a term exceeding seven years"
 - (b) by substituting for Clause 5.4 the new Clause 5.4 set out in paragraph 1 of the Schedule to this Deed
 - (c) by the addition of a new Clause 5.5 as set out in paragraph 2 of the Schedule to this Deed
 - (d) by the amendment to Clause 1.1 of the First Schedule set out in paragraph 3 to the Schedule to this Deed
 - (e) by the addition to the First Schedule of a new Clause 1.2 as set out in paragraph 4 of the Schedule to this Deed
5. The definitions contained in the Rentcharge shall also apply to this Deed and the Rentcharge shall continue in full force and effect save as varied by this Deed
6. L & Q holds the land allocated the provisional title number EGL362665 as an exempt charity
7. The parties hereby request H.M. Land Registry to note this Supplemental Deed on the above Titles

THE SCHEDULE

1. "5.4 Every successor in title of the Grantor being the owner for the time being of a freehold or a Ground Rent Leasehold Interest shall be treated as subject to an estate rentcharge of a fixed sum of ONE POUND (£1) and:

(a) in the case of a residential unit a proportion of the variable sum calculated in accordance with paragraph 1.1 of the First Schedule and

(b) in the case of a non-residential unit such sum as shall be specified in accordance with paragraph 1.2 of the First Schedule

and where there exists in respect of an individual property both a freehold and a Ground Rent Leasehold Interest the estate rentcharge shall be payable in respect of that property only by the owner of the Ground Rent Leasehold Interest save that if he defaults the freeholder may be required to pay it"

2. "5.5 (a) In respect of all units on the Estate subject to the Rentcharge there are expressly excluded the power to distrain and the power to demise contained respectively in Sections 121 (2) and 121 (4) of the Law of Property Act 1925

(b) In the event that the Residents Association has been given notice in accordance with Clause 3.1 of any charge or lease by the owner of a unit subject to the Rentcharge the right of entry contained in Section 121 (3) of the Law of Property Act 1925 shall not be exercised unless the Residents Association has

formally demand the relevant variable part of the Rentcharge from the party liable to pay it and has given to such chargee or lessee not less than 21 days written notice of its intention to exercise its right of entry"

3. The definition of "F" in Clause 1.1 of the First Schedule shall read as follows:-

"F = the total of the Residents Association Expenditure for the relevant year less the total contributions of the purchasers or lessees of non-residential units on the Estate for such year"

4. "1.2 In the case of each non-residential unit the proportion of the variable sum payable by the purchaser (or lessee) shall be such sum as shall be specified in the transfer to the purchaser (or lease to the lessee) subject to variation as in the transfer (or lease) provided"

EXECUTED as a Deed by)
ENFIELD ISLAND)
VILLAGE RESIDENTS)
ASSOCIATION LIMITED)
in the presence of:)

Director

Secretary

SIGNED as a Deed by)
FAIRVIEW NEW HOMES)
PLC by its Attorney)
one of its attorneys under)
Power of Attorney dated 1st)
November 1997 in the)
presence of:-)

FAIRVIEW NEW HOMES PLC by its
Attorney

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Signature of witness:

Name of witness:

Address of witness:

Occupation of witness:

EXECUTED as a Deed by)
LONDON & QUADRANT)
HOUSING TRUST in the)
presence of:-)

J. Yain
Paul Ginder

