



(1) HOMES AND COMMUNITIES AGENCY TRADING AS HOMES ENGLAND

and

(2) PEABODY TRUST

DEED

relating to 13 Langcliffe Drive, Heelands, Milton Keynes and parking space MK13 7LA

DWF Law LLP
5 St Paul's Square
Old Hall Street
Liverpool
L3 9AE

LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 2002

SERVIENT OWNER'S TITLE NUMBER: BM172328

ADMINISTRATIVE AREA: Milton Keynes

THIS DEED is dated 202

BETWEEN

- (1) **HOMES ENGLAND** (the trading name of Homes and Communities Agency) of The Lumen, St James Boulevard, Newcastle Helix, Newcastle upon Tyne, NE4 5BZ (the "**Homes England**");
- (2) **PEABODY TRUST** (Community Benefit Society number 7741) whose registered address is at 45 Westminster Bridge Road, London, SE1 7JB (the "**Servient Owner**")

BACKGROUND

- (A) This Deed is supplemental to the Transfer.
- (B) The Servient Owner is the successor in title to Aldwyck Housing Association Limited so that the Servient Land is now vested in the Servient Owner.
- (C) Homes England is the statutory successor in title to Milton Keynes Development Corporation and has agreed to release the Servient Land from the Covenants on the terms of this Deed.
- (D) Homes England also acknowledges that the Agreement shall no longer affect the Servient Land.
- (E) The parties confirm that in all other respects the Transfer and the Agreement shall remain in full force and effect.

TERMS AGREED

1. Definitions and interpretation

1.1 The following definitions and rules of interpretation apply in this Deed.

"Agreement"	The agreement dated 31 March 1992 made between (1) Milton Keynes Development Corporation and (2) Aldwyck Housing Association Limited;
"Covenants"	The covenants described in the schedule hereto;
"Dominant Land"	the land benefiting from the covenants in the Transfer;
"Payment"	£[] exclusive of VAT
"Servient Land"	Land known as 13 Langcliffe Drive, Heelands, Milton Keynes MK13 7LA as registered at HM Land Registry

with title number BM172328 and shown edged red on the plan annexed hereto;

"Transfer"

The transfer dated 31 March 1992 made between (1) Milton Keynes Development Corporation and (2) Aldwyck Housing Association Limited;

"VAT"

value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 A **"person"** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3 The schedule forms part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the schedule.
- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.5 Unless the context otherwise requires, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.6 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.7 Unless the context otherwise requires, references to clauses and schedules are to the clauses and schedules of this Deed and references to paragraphs are to paragraphs of the relevant schedule.
- 1.8 Clause, schedule and paragraph headings shall not affect the interpretation of this Deed.

2. Variation and Release

- 2.1 In consideration of the Payment made by the Servient Owner to Homes England (receipt of which Homes England acknowledges), Homes England (in so far as it has the power to do so) from and including the date of this Deed releases the Servient Land, the Servient Owner and its successors in title to the Servient Land from the Covenants in so far as they relate to the Servient Land.
- 2.2 Save as varied and released by this Deed the Transfer shall remain in full force and effect.
- 2.3 The Servient Owner covenants with Homes England to observe and perform the covenants in the Transfer as varied by this Deed.
- 2.4 Homes England further acknowledges that the terms of the Agreement have been complied with insofar as it relates to the Servient Land and consents to the notice at entry C2 of the title to the Servient Land being removed or varied (as relevant).

2.5 Homes England enters into this Deed only in so far as it has any subsisting interest in any property benefiting from the covenants in the Transfer. No implied covenant for title to enter into this Deed is given by Homes England.

3. Land Registry

3.1 On completion of this Deed, the Servient Owner shall make a full and proper application to Land Registry to register this Deed against the registered title to the Servient Land.

3.2 Within one month of completion of the registration of this Deed, the Servient Owner shall give Homes England official copies of the amended registered title to the Servient Land.

4. Joint and several liability

Where the parties to this Deed comprise of more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of each of them arising under this Deed. The other parties may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them

5. VAT

5.1 All sums payable under or pursuant to this Deed are exclusive of any VAT that may be chargeable.

5.2 If any VAT is chargeable in respect of such sums, the party paying those sums shall pay an amount equal to that VAT, in addition to such sums.

6. Indemnity

6.1 The Servient Owner covenants with Homes England to indemnify Homes England against all losses, costs, demands, charges and claims made against Homes England in relation to this Deed.

7. Third party rights

A person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

8. Governing law

This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

THE SCHEDULE

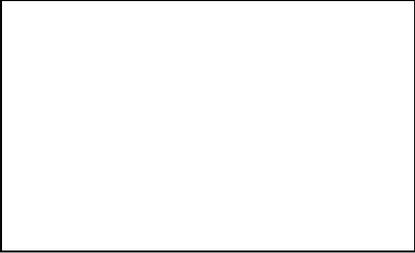
1. Clauses 4, 7 and 8 of the Transfer shall be deleted.
2. Paragraph 1 of Schedule 3 of the Transfer (set out below) shall be deleted:

"To use the Property only for the purposes of social housing and for ancillary community purposes"
3. Paragraph 8 of Schedule 3 of the Transfer (set out below) shall be deleted:

"On a sale of unit of a Property to impose these restrictions and the Transferee's standard restrictions as amended from time to time and to require the purchaser to covenant to observe and perform such."

SIGNATURE PAGE

The common seal of
**HOMES AND COMMUNITIES
AGENCY**
was hereunto affixed in the
presence of:



.....

Authorised Signatory

Signed as a deed in the name and on behalf of

PEABODY TRUST

By Charlotte D'Avola, an officer appointed for the purpose by Penningtons Manches Cooper LLP, its attorney, under a power of attorney dated 26 March 2025 in the presence of:

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Peabody Trust by its attorney Penningtons Manches Cooper LLP acting by Charlotte D'Avola

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Witness Signature

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Witness Name

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Witness Address