



Registration of a Charge

Company name: **BELLWAY HOMES LIMITED**

Company number: **00670176**



X6K2YXQJ

Received for Electronic Filing: **27/11/2017**

Details of Charge

Date of creation: **23/11/2017**

Charge code: **0067 0176 0465**

Persons entitled: **STRUTT & PARKER (FARMS) LIMITED**

Brief description: **ALL THAT FREEHOLD LAND AND ANY BUILDINGS OR STRUCTURES LYING TO THE EAST OF LANDERMERE ROAD, THORPE-LE-SOKEN, ESSEX COMPRISED IN A TRANSFER DATED 01 AUGUST 2017 MADE BETWEEN THE LENDER (1) AND BELLWAY HOMES LIMITED (2).**

Contains fixed charge(s).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **IBB SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 670176

Charge code: 0067 0176 0465

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd November 2017 and created by BELLWAY HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th November 2017 .

Given at Companies House, Cardiff on 29th November 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

HM Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

1	Title number(s) of the property: To be allocated
2	Property: All that freehold land and any buildings or structures lying to the east of Landmere Road, Thorpe-le-Soken, Essex as the same is comprised in a Transfer dated 1 August 2017 made between the Lender (1) and Bellway Homes Limited (2)
3	Date: 23 November 2017
4	Borrower: BELLWAY HOMES LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00670176 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

5 Lender for entry in the register:

STRUTT & PARKER (FARMS) LIMITED

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

0151618

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

6 Lender's intended address(es) for service for entry in the register:

Unit 1, Whitbreads Business Centre, Whitbreads Farm Lane, Little Waltham, Chelmsford, Essex CM3 3FE

7 The borrower with

☒ full title guarantee

☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

See clause 9.12.1(c)(i) of this Legal Charge.

9 Additional provisions

9.1 Definitions

"**Agreement**" means the agreement for sale and purchase of the Property made on the 30 June 2017 between the Borrower and the Lender

"**Approved**" means approved by or on behalf of the relevant party in writing such approval not to be unreasonably withheld or delayed and if any response given to any such request shall be a refusal then such party shall with the response give reasons in writing for its refusal (and "Approval" and "Approve" shall be construed accordingly)

"**Charge**" means this legal charge and includes (where the context allows) any associated or collateral security and any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this legal charge

"**Exempt Disposal**" means any one or more of the following transactions prior to the Payment Date:

- a) the transfer or lease of up to 40 individual fully constructed dwellings and their curtilages (with or without parking and/or garages) together with the grant of all related rights and easements
- b) a transfer or lease to a purchaser of ground rent leases or agreements for ground rent leases of individual dwellings for the purpose of acquiring the right to receive ground rents together with the grant of all related easements and rights
- c) any disposal pursuant to a Statutory Agreement together with the grant of all related easements and rights
- d) the disposal to Tendring District Council of the 7 dwellings referred to in the s.106 Agreement dated 26 April 2017 and made between (1) Tendring District Council (2) Essex County Council (3) Lender (4) Barclays Bank plc

"Interest Rate" means 4% of above the base rate of Barclays Bank plc from time to time

"LPA" means the Law of Property Act 1925

"Parties" means the Borrower and the Lender

"Payment Date" means 1 August 2018

"Secured Sums" means £2,872,590 being the balance of the purchase price due from the Borrower to the Lender under the terms of the Agreement together with all money and liabilities which may from time to time be due owing or incurred to the Lender under the agreement and/or this Charge

"Statutory Agreement" means any agreement relating to the provision installation maintenance and (where appropriate) adoption of roads footpaths cycle ways or Pipes made:-

- (a) pursuant to Section 38 or Section 278 of the Highways Act 1980 or similar agreement for the construction maintenance and adoption of roads and the connection of the same to the public highway or any other works to the public highway
- (b) pursuant to Section 98 or Section 104 of the Water Industry Act 1991 or similar agreement relating to the provision maintenance and adoption protection or diversion of drainage systems
- (c) pursuant to a condition or informative of or to facilitate the development pursuant to a planning permission or is agreed to be entered into pursuant to Section 106 of the Town and Country Planning Act 1990 (as amended)
- (d) with a relevant authority for the installation protection under grounding diversion of Pipes and for the supply of Services or
- (e) in connection with the carrying out provision protection or maintenance of roads or Pipes and/or adoption of the same by a relevant authority body or company

and **"Statutory Agreements"** shall be construed accordingly

9.2 The paragraph headings do not form part of this Charge and shall be disregarded for the purposes of construction or

interpretation

- 9.3 Words importing any gender include any other gender
- 9.4 Words importing the singular include the plural and vice versa
- 9.5 Unless expressly stated to the contrary any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute
- 9.6 Where any party to this Charge for the time being comprises two or more Persons obligations expressed or implied to be made by or with that party are deemed to be made by or with the Persons comprising that party jointly and severally
- 9.7 Any covenant by the Borrower not to do anything includes an obligation not to permit or suffer that thing to be done by another person
- 9.8 References to Clause or Schedule or paragraph without any further qualification are to the relevant clause or schedule or paragraph in a schedule in this Charge
- 9.9 The provisions of this Charge (other than this Clause) shall not be effective until this Charge has been dated

9.10 Covenant to Pay

The Borrower covenants with the Lender to pay the Secured Sums on the Payment Date and in accordance with the provisions of the Agreement

- 9.11 The Borrower with full title guarantee charges by way of first legal charge to the Lender as continuing security for payment of discharge of the Secured Sums covenanted to be paid or discharged by the Borrower under this Charge secured by this Charge and/or under the Agreement

9.12 Covenants by the Borrower

9.12.1 The Borrower covenants with the Lender as follows:

(a) Payments of outgoings

To pay all rates taxes levies assessments impositions and outgoings whatsoever whether governmental municipal or otherwise which may be imposed upon or payable in respect of the Property as and when the same shall become payable and on demand to produce the receipt for each such payment

(b) Covenants etc

To observe and perform the terms of all transfers conveyances grants assignments contracts agreements and other deeds and documents now or hereafter from time to time affecting the Property

(c) Sale etc of Property

The Borrower consents to an application being made by the Lender for the Land Registry for the following restriction in Form P to be registered against its title to the Property

(i) "No disposition of the registered estate by the proprietor of the registered estate, is to be registered without a certificate signed by a conveyancer that the provisions of clause 9.12.1(a)(ii) of a Charge dated ~~12~~ ²³ day of ~~1~~ ¹ 2017 in favour of Strutt & Parker (Farms) Limited have been complied with" *November*

(ii) Not to sell charge or dispose of the Property or any part of it or any estate or interest in it not to share nor part with possession or occupation of the Property or any part of it PROVIDED ALWAYS that the Borrower may enter into an Exempt Disposal

(iii) Not later than 3 working days after an Exempt Disposal the Borrower will provide details in writing to the Lender of each Exempt Disposal and will provide such additional information reasonably required by the Lender

(d) **To perfect security**

To execute do and deliver all such assurances and things as the Lender may require for perfecting this Charge and/or preserving the Property or for facilitating the realisation of the Property in such manner as the Lender may think fit and shall direct and for exercising all powers authorities and discretions conferred by this Charge or by law on the Lender or on any receiver appointed by the Lenders

9.12.2 Repair

(a) To keep the Property (including (for the avoidance of doubt) all infrastructure buildings and works in such repair and condition so as to enable the Property to be let or developed in accordance with all applicable laws and regulations.

(b) To permit representatives of the Lender at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the infrastructure buildings fixtures and fittings services and pipes in on or associated with the Property without the Lender becoming liable as Lender in possession

9.12.3 Insurance

(a) The Borrower will:

(i) insure the Property or procure that the Property is kept fully insured:

(ii) make all payments required for this as they become due and

9.12.4 Notices etc received

- (a) The Borrower will immediately produce to the Lender certified true copies of any order direction permission notice or other matter whatever affecting or likely to affect the Property by any competent authority

9.13 Enforcement of Security

9.13.1 Section 103 of the LPA shall not apply to this Charge and any upon any failure to pay the Secured Sums or any of them as and when they respectively become due or other breach of the covenants and conditions on the Borrower's part contained in this Charge this security shall become enforceable and the powers conferred upon the Lender by the LPA and this Charge shall be exercisable immediately without the restrictions contained in the LPA as to the giving of notice or otherwise with respect to the whole or any part of the Property

9.13.2 At any time after this security has become enforceable or if at any time it appears to the Lender (acting reasonably and in good faith) that:

- (a) the Property is in danger of being taken in execution by any creditor of the Borrower; or
or
- (b) the security under this Charge is otherwise in jeopardy or
- (c) any act or omission by the Borrower would have an adverse effect upon the Lender's security

then in any such case the Lender may in writing under the hand of any officer of the Lender with notice to the Borrower appoint any person (including a representative or officer of the Lender) to be a receiver of the Property or any part of it and may in like manner remove any such receiver whether or not appointing another in his place and may at the time of appointment or at any time subsequently fix the remuneration of any receiver so appointed

9.13.3 Where more than one receiver is appointed they shall have the power to act jointly and severally

9.13.4 None of the restrictions imposed by the LPA in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply

9.13.5 Any receiver so appointed shall in addition to the powers conferred by the LPA (and/or under the Insolvency Act 1986 in the case of an administrative receiver) have power (notwithstanding the administration or liquidation of the Borrower) at his discretion to such extent and upon such terms and conditions as he may in his absolute discretion think fit and without being responsible for any loss or damage which may arise or be occasioned to do or omit any act matter or thing which the Borrower could do or omit to do in relation to all or part of the Property including (without limitation):

- (a) to take possession of collect and get in the Property or any part of it and for that purpose to bring any proceedings in the name of the

Borrower or otherwise

- (b) to repair insure manage protect improve enlarge develop build complete or reconstruct or replace the Property and carry out the development of the same or any part of it and to apply for and obtain any appropriate permissions approval consents or licences and to exercise all or any of the rights and construct or complete the construction of any roads footpaths cycleways pipes and the like on over through or under the Property for that purpose
- (c) to sell dispose or concur in disposing of (whether by public auction or private contract or otherwise) the whole or any part of the Property and to grant to the donee all or any rights for that purpose or to let or surrender or accept surrenders of any lease or concur in letting or surrendering or accepting surrenders of any lease of the same in each case without the need to observe the provisions of sections 99 and 100 of the LPA and in particular (but without limitation) to carry such disposal letting or surrender into effect by conveying transferring leasing letting surrendering or accepting surrenders in the name or on behalf of the Borrower or otherwise
- (d) to exercise all the powers conferred on the Borrower by any statute deed or contract in respect of the Property or any part of it
- (e) to make any arrangement or compromise in respect of the rights of the Borrower
- (f) to disclaim abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security
- (g) to settle arrange compromise or submit to arbitration any accounts claims questions or disputes and to bring take defend compromise submit to arbitration or discontinue any actions suits or proceedings whatsoever whether civil or criminal whatsoever which may in any such case arise in connection with any business of the Borrower or the Property or may in any way relate to or affect this security
- (h) to acquire by purchase lease or otherwise any further property assets or rights
- (i) appoint employ or dismiss contractors consultants managers officers agents and other advisers
- (j) to raise or borrow money upon the security of the Property from the Lender or otherwise
- (k) to retain his remuneration and all costs charges and expenses incurred by him out of any money received by him
- (l) to do (whether in the name of the Borrower or otherwise) all such other acts and things as he

may consider necessary or desirable for the development preservation management improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers

- (m) to do any such thing in relation to the Property as he could do if he were absolutely entitled to the Property

and any such receiver shall in the exercise of his powers conform to any regulations and directions made by the Lender but shall not be responsible nor shall the Lender be responsible for any loss occasioned as a result

9.13.6 A receiver appointed under this Charge shall be deemed to be the agent of the Borrower and the Borrower shall alone be responsible for his acts and defaults and shall alone be responsible for his remuneration

9.13.7 At any time after this security has become enforceable and notwithstanding the appointment of any receiver under it the Lender may at his discretion and without being responsible for any loss or damage which may arise in that connection and without any consent by the Borrower exercise any power which a receiver appointed by them could exercise

9.13.8 The Property or any part of it may be sold by the Lender or by any receiver appointed by him:

- (a) as a whole or in parcels and
- (b) by public auction or private contract or otherwise
- (c) for a lump sum or a sum payable by instalments or a sum on account and a mortgage or charge for the balance

and with power upon any sale to make any special or other stipulations as to title or otherwise which the Lender or the receiver may consider expedient and with power to buy in or rescind or vary any contract for sale and any sale may be to a company in which the Lender has an interest and may be in consideration of shares or securities in such company or of any other company and may be for such consideration as the Lender or the receiver (as the case may be) consider sufficient

9.14 Money arising on enforcement of security

All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this Charge (including (without limitation) any money received by any receiver) shall be applied in the following order of priority:

9.14.1 in payment or satisfaction of the costs expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this Charge or the Property included the remuneration of any receiver

9.14.2 in payment of the interest remaining unpaid to pay the bank of interest at the Interest Rate from the Payment Date until the date of payment.

9.14.3 in payment of all principal money premiums or other sums comprised in the Secured Sums

9.14.4 in payment of the surplus (if any) to the Borrower

9.15 Liability of Lender

Neither the Lender nor any receiver appointed by the Lender shall by reason of entering into possession of the Property or any part of it be liable:

9.15.1 to account as Lender in possession or for anything except actual receipts or

9.15.2 for any loss upon realisation or

9.15.3 for any default or omission for which a Lender in possession might be liable

9.16 Persons dealing with a Lender or Receiver

No person dealing with the Lenders or any receiver appointed by him or with his attorney or agent shall be concerned bound or entitled to inquire or be affected by notice as to whether:

9.16.1 the security created by this Charge has become enforceable or

9.16.2 any power exercised or purported to be exercised by it or him has become exercisable or

9.16.3 as to the propriety regularity or purpose of the exercise of any power under this Charge or

9.16.4 any money remains due on the security of this Charge

nor as to the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made and the receipt of the Lender or any receiver or his attorney or agent for any money shall effectually discharge the person paying the same from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money

9.17 Continuing Security

9.17.1 This Charge shall be a continuing security to the Lender and shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the Secured Sums and shall be in addition (and without prejudice) to nor shall it affect any other mortgages charges securities liens remedies or guarantees whatsoever which may now or at any time subsequently be held for or in respect of the Secured Sums

9.17.2 On the payment in full to the Lender of all Secured Sums in accordance with this Charge the Lender will (at his own cost) release this Charge

9.18 Demands and Notices

The provisions as to service contained in the Agreement shall also apply to the service of any notices demands or other communications under this Charge

9.19 Miscellaneous

9.19.1 No delay or omission on the part of the Lender in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy

9.19.2 The Lender's rights under this Charge are cumulative and are not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient

9.19.3 Any waiver by the Lender of any terms of this Charge or any consent or approval given by the Lender under it shall only be effective if given in writing signed by an officer of the Lender and then only for the specific purpose and upon the terms and conditions (if any) on which it is given

9.19.4 If at any time any one or more of the provisions of this Charge is or becomes illegal invalid or unenforceable in any respect under the law of any jurisdiction then neither:

(a) the legality validity or enforceability of any other provisions of this Charge nor

(b) the legality validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result

9.19.5 Any certificate or determination of the Lender as to the amount of the Secured Sums or without limitation any matter provided for in this Charge shall in the absence of manifest error be conclusive and binding on the Borrower

9.19.6 Nothing in this mortgage is intended to confer any benefit on any person who is not a party to it benefit on any person who is not a party to it

9.19.7 No interest shall be payable on the Secured Sums except if the Secured Sums is not paid when due where upon the Borrower shall pay interest on that sum from the due date for such payment until actual payment (whether or before after judgment) at the Interest Rate

9.20 Law and Jurisdiction

9.20.1 This Charge is governed by and shall be construed in accordance with English law

9.20.2 It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Charge and that accordingly any suit action or proceeding arising out of or in connection with this Charge shall be brought in such courts

9.21 Restrictions on Dealings

9.21.1 Notwithstanding the security created by this Charge the Borrower shall be entitled to develop the Property in accordance with the Agreement;

9.22 The Lender shall provided that such transaction does not adversely effect the Property or the repayment of the Secured Sums by the Borrower in this Charge:

- (a) take all reasonable steps and execute all such other documents at the cost of the Borrower as the Borrower shall reasonably be required to permit the Borrower to enter into the transactions referred to in this clause 9.22 notwithstanding the existence of this Charge; and
- (b) enter (to grant consent as mortgagee only) into any agreement or undertaking pursuant to S.106 of the Town and Country Planning Act 1990 in respect of the Property or any part thereof relating to the development of the Property in a form reasonably acceptable to the Lender; and
- (c) enter (to grant consent as mortgagee only) into any agreement pursuant to a Statutory Agreement in a form reasonably acceptable to the Lender
- (d) Subject to material compliance of the Borrower's obligations in this Charge during the period of the Charge the Lender will at the request of the Borrower provide to the Borrower within 5 working days of a written request a signed DS3 or consent to dealing or such other appropriate discharge or consent as may be reasonably required to release the charge or such part of it subject of this deed in relation to any Exempt Disposal comprising the transfer of the freehold or part of the Property or in the case of any other Exempt Disposal consent to its registration against the title to the Property at the Land Registry.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

10 Execution

SIGNED as a deed by the said)
BELLWAY HOMES LIMITED)
acting by one Director in the)
presence of:-)

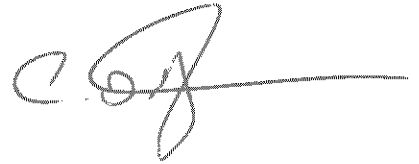
Witness signature:

Witness name:

Address:

Occupation:

SIGNED as a deed by the said)
STRUTT & PARKER (FARMS))
LIMITED acting by one Director)
in the presence of:-)



Witness signature:



Witness name:

P. R. Kuchler

Address:

38 New Street, Great Dunmow
Essex CM6 1BH

Occupation:

Office Manager

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

© Crown copyright (ref: LR/HO) 04/17