



Registration of a Charge

Company name: **BELLWAY HOMES LIMITED**

Company number: **00670176**

Received for Electronic Filing: **09/05/2018**



X75KXFYJ

Details of Charge

Date of creation: **04/05/2018**

Charge code: **0067 0176 0486**

Persons entitled: **THE SECRETARY OF STATE FOR DEFENCE**

Brief description: **LAND AND BUILDINGS AT COPTHORNE BARRACKS, COPTHORNE ROAD, SHREWSBURY**

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: **FREETHS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 670176

Charge code: 0067 0176 0486

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th May 2018 and created by BELLWAY HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th May 2018 .

Given at Companies House, Cardiff on 11th May 2018

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

Land Registry

Legal charge of a registered estate

CH1

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

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 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives.

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.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with 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.

1	Title number(s) of the property: SL205309
2	Property: Land and buildings edged green and blue on the plan attached being land at Copthorne Barracks, Copthorne Road, Shrewsbury
3	Date: <i>14 May 2018</i>
4	Borrower: BELLWAY HOMES LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 670176 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
5	Lender for entry in the register: THE SECRETARY OF STATE FOR DEFENCE <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
6	Lender's intended address(es) for service for entry in the register: c/o Defence Infrastructure Organisation, V19, Trafalgar House, Southgate, Donnington, TF2 8JX

DEVELOPMENT PROPOS

Moongoldt *McM*



COPTHORNE ROAD SK10A NEW BUILD SCHEDULE

TYPE	DESCRIPTION	SOFT	NO.	TOTAL SOFT
APPROXIMATE				
SCB	1 BED	500	4	2000
SCB	1 BED	400	1	400
SCB	1 BED	400	1	400
SCB	2 BED	700	10	7000
SCB	3 BED	900	8	7200
SCB	4 BED	1000	1	1000
OPEN MARKET				
SCB	1 BED	400	2	800
ALHORN	2 BED	600	20	12000
CHERRY	3 BED	800	8	6400
CHATHAM	3 BED	800	8	6400
JANISIA	3 BED	800	8	6400
STOCKTON	3 BED	800	8	6400
LARCH	3 BED	800	8	6400
ELTON	4 BED	1100	8	8800
WALNUT	4 BED	1100	8	8800
WILLOW	4 BED	1100	8	8800
MAHLE	4 BED	1100	8	8800
MAGNOLIA	4 BED	1100	8	8800
ALDER	4 BED	1100	8	8800
PLANE	4 BED	1100	8	8800
TOTAL NO UNITS - NEW BUILD				
		201782	100	201782
Development Area - 10.00 Hectares				
Construction - 10.00 Hectares				

SK10A

NO.	DATE	REVISION	BY	CHKD
1	10/10/00	1	SK	SK
2	10/10/00	2	SK	SK
3	10/10/00	3	SK	SK
4	10/10/00	4	SK	SK
5	10/10/00	5	SK	SK
6	10/10/00	6	SK	SK
7	10/10/00	7	SK	SK
8	10/10/00	8	SK	SK
9	10/10/00	9	SK	SK
10	10/10/00	10	SK	SK

Bellway

Stephen Lowe Associates

1	2	3	4
5	6	7	8
9	10	11	12
13	14	15	16

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.

7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/></p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following form of restriction in the proprietorship register of the registered estate:</p> <p>"No disposition by the proprietor of that part of the Property as remains subject to the Charge is to be registered without a written consent signed by the Secretary of State for Defence, Defence Infrastructure Organisation, V19, Trafalgar House, Southgate, Donnington, Telford TF2 8JX or their conveyancer or any person authorised to authenticate the Corporate Seal of the Secretary of State for Defence"</p>
9	<p>Additional provisions</p> <p>i. The Charge referred to in Panel 7 is made pursuant to the Contract for Sale dated 4 MAY 2018 made between the Lender and the Borrower ("the Contract") and the Borrower acknowledges that the Property is charged by way of legal mortgage as security for the repayment to the Lender of all Deferred Payments (as defined in the Contract) (together with any interest accruing) agreed to be paid to the Lender under the Contract and which may be owing from time to time by the Borrower to the Lender and in respect of which the Borrower has agreed in the Contract that the Lender shall be paid on the dates therein mentioned</p> <p>ii. The Borrower HEREBY COVENANTS with the Lender to pay to the Lender all such moneys as the Lender shall be entitled to under the terms of the Contract when due</p> <p>iii. The statutory powers of sale and of appointing a Receiver in respect of the security hereby created shall be in favour of a purchaser as defined by and in Section 205 of the Law of Property Act 1925 be deemed to arise and be exercisable immediately upon the execution thereof</p> <p>iv. Subject to the provisions of clause 10 hereof, the Borrower shall not have any power to dispose of the Property without the consent in writing of the Lender</p> <p>v. For the avoidance of doubt this Charge shall not be discharged by any single payment but shall continue to apply until the Deferred Payments have been made in full and the Purchase Price (as defined in the Contract) has been paid to the Lender in full</p>

10 Notwithstanding anything herein contained:

- i. That part of the Property edged blue on the Plan shall be released from the Charge upon payment by the Borrower to the Lender of the Second Instalment referred to in the Contract
- ii. Notwithstanding this Charge the Borrower shall be entitled to start and continue its development of the Property in accordance with planning permission without any consent from the Lender
- iii. The Borrower shall be entitled to make any Permitted Disposal of the Property the subject of this Charge and on any such disposal by way of contract, transfer, lease or otherwise, the Lender shall complete such documentation as shall be necessary to release the Property, the subject of such Permitted Disposal from this Charge and from any restriction that may be on the title to the Property at HM Land Registry
- iv. For the purposes of this provision, a Permitted Disposal means the grant of easements or rights, transfers, leases or dedication of any part of the Property to:
 - a. a local or other public authority pursuant to the requirement in a planning agreement or otherwise; or
 - b. a highways authority to comply with highway requirements or in connection with the adoption or dedication of public highway; or
 - c. a utilities company for an electricity substation, gas governor, sewerage or water pumping station, drainage, balancing device or other similar matter for the provision of Service Media; or
 - d. any other relevant authority to which easements or rights need to be granted to enable the provision of infrastructure upon the Property

- 11
- i. For the purposes of this clause 11, "Charged Property" shall mean that part of the Property remaining at any time subject to this Charge and "Released Property" shall mean that part of the Property defined in the Contract which has either been released from this Charge or was never part of the Property defined in the Contract which was the subject of this Charge
 - ii. Until the Deferred Payments due under the Contract have been paid to the Lender, the Borrower agrees that in the event that the Borrower shall be in default in making the Deferred Payments referred to in the Contract and the Lender exercising its power of sale and of appointing a receiver, there shall be reserved to the Lender and the Receiver and they shall have the right themselves to reserve any disposal of Charged Property and for the full and complete benefit of the Charged Property the rights as follows:
 - a. the right of subjacent and lateral support from the Released Property for the benefit of the Charged Property and any building, walls and fences now or to be erected thereon within 80 years from the date of this security;
 - b. a right of way with or without vehicles at all times over so much of the Released Property (including roads constructed or intended to be constructed

- thereon) as is required for the purpose of gaining access to and egress from the Charged Property to the public highway at Copthorne Road;
- c. a right of way on foot at all times over so much of the Charged Property as is required for all purposes connected with the use and enjoyment of the Released Property (including the roads referred to in 11.ii(b) above and their footpaths) and for the purpose of gaining access to and egress from the Charged Property to the public highway;
 - d. the right to the free and uninterrupted running of foul and surface water drainage, gas, electricity, water, telecommunications cable and other services ("Service Media") from the Charged Property through the ducts, pipes, wires, cables, sewers, drains and any other conduits ("Service Conduits") now or to be constructed on the Released Property within 80 years of the date of this Deed;
 - e. the right to enter as much of the Released Property with or without workmen, materials and specialist services as is necessary for the purpose of:
 - i. laying, relaying or renewing Service Media for the benefit of the Charged Property;
 - ii. cleaning, maintaining, repairing, altering or renewing the Service Media and service conduits now or to be constructed on the Released Property within 80 years of the date of this Deed;
 - iii. complying with any planning permission relating to the Charged Property; and
 - iv. implementing any planning permission or statutory agreement existing at any date of the exercise of the power of sale or the appointment of a receiver ("a Relevant Planning Permission") including the laying of all access roads

PROVIDED FIRST that in exercising the rights pursuant to the foregoing provisions of this clause 11, the persons exercising such rights will:

- v. except in emergency before entering the Released Property give not less than 14 days' written notice of their intention to enter to the owner for the time being of the Released Property;
- vi. obtain the prior written approval of the owner for the time being of the Released Property to the routes of and specification for any connections or new Service Media and conduits hereinbefore referred to (including for the avoidance of doubt any headwalls to surface water drainage outfalls) (such approval not to be unreasonably withheld or delayed);
- vii. not carry out any such works in such a manner as shall materially interfere with or interrupt access to the Charged Property or any part of it or the use of the Service Conduits benefitting the same;
- viii. carry out all works in a good and workmanlike manner in accordance with the approval previously granted by the owner for the time being of the Released Property;

- ix. cause as little damage to the Released Property as reasonably practicable in the exercise of such rights; and
- x. make good forthwith any damage caused to the Released Property and indemnify the owner for the time being of the Released Property in respect of any liability or loss which might arise as a result of any breach

AND PROVIDED SECONDLY that the owner for the time being of the Released Property shall have the right to divert, relay, renew, replace, protect or otherwise vary or alter the position or construction of any existing or future Service Media serving the Charged Property provided that the occupiers of the Charged Property who enjoy the use of the same shall at all times continue to enjoy the uninterrupted services, provided that this right shall not extend to the curtilage of any dwelling which is being constructed or over the curtilage of any plot of land where it is intended that a dwelling will be constructed; and

- xi. all such other rights as are necessary for the proper use and enjoyment of the Charged Property following the relevant disposal and the development thereof in accordance with a Relevant Planning Permission

and the Borrower shall procure that the Lender is entitled to all relevant indemnities in relation to any planning permission affecting the Charged Property

12 The Borrower covenants with the Lender that upon any sale, transfer or disposal of the whole or any part of the Released Property (Disposed Property) by the Borrower pursuant to any rights under this Deed or the Contract, the Borrower will reserve in favour of the owners for the time being of the Charged Property and its successors in title and any occupational tenants the following rights:

- i. the right of subjacent and lateral support from the Disposed Property for the benefit of the Charged Property and any building, walls and fences now or to be erected thereon within 80 years from the date of this security;
- ii. right of way with or without vehicles at all times over so much of the Disposed Property as is required for the purpose of gaining access to and egress from the Charged Property to the public highway at Copthorne Road;
- iii. a right of way on foot at all times over so much of the Disposed Property as is required for all purposes connected with the use and enjoyment of the Charged Property and for the purpose of gaining access to and egress from the Charged Property to the public highway at Copthorne Road;
- iv. the right to the free and uninterrupted running of foul and surface water drainage, gas, electricity, water and Service Media from the Charged Property through service conduits now or to be constructed on the Disposed Property within 80 years of this Deed;
- v. the right to enter as much of the Disposed Property with or without workmen, materials and specialist services as is necessary for the purposes of:

- a. laying, relaying or renewing Service Media and conduits for the benefit of the Charged Property;
- b. cleaning, maintaining, repairing, altering or renewing the Service Media and service conduits now or to be constructed on the Disposed Property within 80 years of the date of this Deed;
- c. complying with any Relevant Planning Permission relating to the Charged Property;
- d. implementing a Relevant Planning Permission

PROVIDED FIRST that in exercising the rights pursuant to the foregoing provisions of this clause 12 above, the persons exercising such rights will:

- e. except in emergency before entering the Disposed Property give not less than 14 days' written notice of their intention to enter to the owner for the time being of the Disposed Property;
- f. obtain the prior written approval of the owner for the time being of the Disposed Property to the routes of and specification for any connections or new Service Media and service conduits hereinbefore referred to (including for the avoidance of doubt any headwalls to surface water drainage outfalls) (such approval not to be unreasonably withheld or delayed);
- g. not carry out any such works in such a manner as shall materially interfere with or interrupt access to the Disposed Property or any part of it or the use of the Service Media and service conduits benefitting the same;
- h. carry out all works in a good and workmanlike manner in accordance with the approval previously granted by the owner for the time being of the Disposed Property;
- i. cause as little damage to the Disposed Property as reasonably practicable in the exercise of such rights; and
- j. make good forthwith any damage caused to the Disposed Property and indemnify the owner for the time being of the Disposed Property in respect of any liability or loss which might arise as a result of any breach

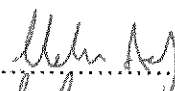
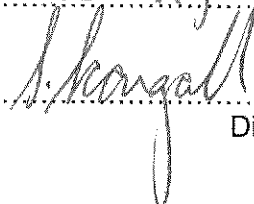
AND PROVIDED SECONDLY that the owner for the time being of the Disposed Property shall have the right to divert, relay, renew, replace, protect or otherwise vary or alter the position or construction or any existing or future Service Media and service conduits serving the Charged Property provided that the occupiers of the Charged Property who enjoy the use of the same shall at all times continue to enjoy the use of uninterrupted services; and

- k. all such other rights as are necessary for the proper use, enjoyment and development of the Charged Property following the relevant disposal in accordance with a Relevant Planning Permission

PROVIDED THAT the above rights shall be granted to the minimum extent necessary and so as not to materially adversely affect the value of the Disposed Property (or the relevant part of it)

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.

SIGNED AS A DEED by
BELLWAY HOMES LIMITED
acting by:


..... Director

..... Director/Secretary

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.

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