



Registration of a Charge

Company name: **BELLWAY HOMES LIMITED**

Company number: **00670176**



X7G5TICA

Received for Electronic Filing: **08/10/2018**

Details of Charge

Date of creation: **26/09/2018**

Charge code: **0067 0176 0491**

Persons entitled: **POLICE AND CRIME COMMISSIONER FOR NORTHUMBRIA**

Brief description: **LAND AT FORMER NORTHUMBRIA POLICE HQ, PONTELAND, NORTHUMBERLAND. TITLE NUMBER: ND144007.**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **WOMBLE BOND DICKINSON (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 670176

Charge code: 0067 0176 0491

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th September 2018 and created by BELLWAY HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th October 2018 .

Given at Companies House, Cardiff on 10th October 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

PHILIP KAY
certify that this is a true and complete copy
of the original document

Signed [Signature]
Solicitor/Legal Executive

Dated 05/10/18
Womble Bond Dickinson (UK) LLP
112 Quayside St Ann's Wharf,
Newcastle-upon-Tyne, NE1 3DX

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 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.

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: ND144007
2	Property: Land at Former Northumberland Police HQ, Ponteland, Northumberland shown hatched blue and hatched pink on the plan attached to this Charge
3	Date: <u>26 September 2018</u>
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:
5	Lender for entry in the register: Police and Crime Commissioner for Northumbria <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 the United Kingdom including any prefix:
6	Lender's intended address(es) for service for entry in the register: 2nd Floor, Victory House, Balliol Business Park, Newcastle upon Tyne NE12 8EW

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"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated [26 September 2018] 2018 in favour of Police and Crime Commissioner for Northumbria referred to in the Charges Register</p>
9	<p>Additional provisions</p> <p>9.1 Definitions</p> <p>In this Deed:</p> <p>9.1.1 Infrastructure Agreement means any agreement and/or deed or other instrument which is required by the Borrower in connection with the development of the Property and is:</p> <p>(a) expressed to be made pursuant to any of Section 87 of the New Roads and Street Works Act 1991, Sections 24, 25, 38, 184 and/or 278 of the Highways Act 1980 and Sections 98, 102 and/or 104 of the Water Industry Act 1991 and any provision to similar intent; and/or</p> <p>(b) made with the local water authority or other appropriate authority or service supplier or other person in respect of infrastructure works or the water supply to or drainage or discharge of surface water and/or foul water from the Property (with or without other land)</p> <p>9.1.2 Letter of Consent means a letter issued by the Lender and addressed to the Borrower and Land Registry (and in such form as the Borrower shall reasonably require) confirming consent by the Lender to disposals pursuant to this Legal Charge</p> <p>9.1.3 Permitted Disposal means any of the following disposals:</p> <p>(a) any lease or transfer or deed of easement or similar to a utility company or other person(s) for the purposes of providing services for the benefit of the Property;</p>

- (b) any occupational licence in relation to the whole or any part of the Property which does not create a relationship of landlord and tenant between the licensor and licensee;
- (c) the grant of security;
- (d) a disposal of part of the Property for highway purposes;
- (e) a disposal of part of the Property to a local authority or other body pursuant to a planning obligation within a planning agreement or a condition of a planning agreement;
- (f) a disposal of part of the Property to a management company of amenity or shared areas for the maintenance of such areas in the interests of good estate management;
- (g) the grant of a lease over the whole or any part of the Property at an open market rent without taking a premium for a term of 10 years or less;
- (h) the disposal to a residential purchaser of no more than 3 individual plots (each plot containing or notionally to contain one residential unit);
- (i) a disposal by way of a transfer of the freehold reversion of any residential dwelling unit or units together (where applicable) with any allocated parking spaces and communal areas in respect of each of which a leasehold disposal under paragraph (a) has already occurred; or
- (j) grant of a garage lease at a nil consideration (where such garage lease will be assigned by such donee to a purchaser of a residential unit in which such garage is not comprised within the structure of such residential unit).

9.1.4 Plots means any residential dwelling and its associated and ancillary curtilage and/or site and/or curtilage of any intended residential dwelling

9.1.5 Principal Sum means the Deferred Payment(s) as defined in the Sale Agreement;

9.1.6 Repayment Date means the relevant date(s) for payment of the Deferred Payment(s) pursuant to clauses 12.3.2 and 12.3.3 of the Sale Agreement;

9.1.7 Sale Agreement means the agreement for sale and purchase of the Property, with other land, dated 30 May 2017 and made between (1) Lender and (2) Borrower as varied by a variation agreement dated [26 September 2018] 2018 and made between (1) Lender and (2) Borrower.

9.2 Payment of Principal Sum

In consideration of the Principal Sum now paid by the Lender to the Borrower (the receipt of which the Borrower hereby acknowledges), the Borrower covenants with the Lender to pay to the Lender on the relevant Repayment

Date the relevant part of the Principal Sum at the date of this deed.

9.3 Provision for Redemption and Lender's Obligations

9.3.1 The Lender shall at its own cost and forthwith upon request (and in any event within 21 days of receipt of written request) by the Borrower:

9.3.1.1 execute, deliver and unequivocally release to the Borrower any Letter of Consent in such form as the Borrower reasonably requires;

9.3.1.2 execute, enter into, deliver and unequivocally release to the Borrower any agreement and/or deed or other instrument reasonably required to give effect to a Permitted Disposal;

9.3.1.3 execute, enter into, deliver and unequivocally release as to the Borrower any Infrastructure Agreement;

9.3.2 The Lender shall at its own cost and forthwith upon request (and in any event within 21 days of written request) by the Borrower:

9.3.2.1 execute, deliver and (subject to the proviso below) unequivocally release to the Borrower land registry forms (currently DS3 and RX4) to give effect to a discharge of this Legal Charge in so far as it relates to such part or parts of the Property as the Borrower requests; and

9.3.2.2 take all such steps as the Borrower reasonably requires to amend the restriction referred to at panel 8 of this Legal Charge with the intention that the said restriction no longer relates to the part or parts of the Property released from this Legal Charge pursuant to clause 9.3.2.1 above

(a) PROVIDED THAT the Lender shall not be obliged to unequivocally release the forms referred to at clause 9.3.2.1 above until such time as the Lender is in receipt of the Deferred Payment referred to at clause 12.3.2 of the Sale Agreement

(b) FURTHER PROVIDED THAT any request pursuant to 9.3.2.1 above shall not include an area comprised of any more than Eighty Four (84) Plots

(c) FURTHER PROVIDED THAT in the event that the Borrower's request pursuant to clause 9.3.2.1 above comprises multiples forms DS3 for multiple Plots and/or part or parts of the Property (subject always to the restriction above) the Borrower is entitled to request delivery of executed but un-dated land registry forms and prior to the date of completing any such forms the Borrower is entitled to return to the Lender any such un-dated forms and request substitute or replacement form(s) relating to other part or parts of the Property and/or Plots and in respect of said forms the provisions of clause 9.3.2.1 shall apply mutatis mutandis subject always to the

Plot number restriction referred to above

- (d) AND FOR THE AVOIDANCE OF DOUBT the Borrower shall be entitled to make its request(s) pursuant to clauses 9.3.2.1 and 9.3.2.2 above at any time prior to payment of the Deferred Payment referred to at clause 12.3.2 of the Sale Agreement and the Lender shall execute and deliver to the Borrower said forms in accordance with clauses 9.3.2.1 and 9.3.2.2 above subject to the Borrower having first issued to the Lender a solicitors undertaking (in such form as the Lender requires, acting reasonably) confirming that said forms will only be unequivocally completed and released following prior satisfaction of the payment referred to at 9.3.2.2 (a) above. ||

- 9.3.3 Following receipt of the Principal Sum the Lender shall at its own cost and forthwith upon request (and in any event within 21 days of receipt of written request) by the Borrower discharge this security and duly execute and deliver such land registry forms (currently DS1 and RX4) to give effect to the same and to remove this Legal Charge and any restriction on title from the charges register to the Property.

9.4 Early Redemption

Notwithstanding anything contained in this deed the Borrower may upon giving one month's previous notice in writing to the Lender of his intention repay the whole or part of the balance of the Principal Sum then remaining unpaid to the Lender and the Lender will accept the same and discharge this security.

9.6 Statutory Powers

Notwithstanding that any instalments may have been paid pursuant to clause 9.4 the remainder of the Principal Sum secured by this deed shall continue to be due for the purposes of the exercise of the statutory and other powers of the Lender on the day on which it is first covenanted to be paid and in the event of any of the covenants and conditions contained in this deed not being complied with the whole of the balance then unpaid of the Principal Sum shall become immediately repayable to the Lender on demand and Section 103 of the Law of Property Act 1925 shall not apply to this security

9.7 Consolidation

The Law of Property Act 1925 Section 93 (restricting the right of consolidation) shall not apply to the security constituted by this deed.

9.11 Covenants by the Borrower

The Borrower covenants with the Lender as follows:-

9.12 Statutory Obligations

The Borrower will with respect to the Property observe and perform all obligations under any statute and any regulation order or notice made or given by a competent

authority and will within seven days of receipt of the same produce to the Lender any notice requisition or other document requiring compliance with any such statute regulation order or obligation and will if required deliver a copy of the same to the Lender. Where any payment has to be made in any such case the Borrower will in due course produce to the Lender the receipt for such payment and upon default by the Borrower in making such payment the Lender may discharge the same and any money so expended shall be repayable by the Borrower to the Lender on demand and in the meantime all such expenses shall be charged on the Property.

9.12 Notices

Any notice hereunder shall be deemed duly served if in the case of notice to the Lender it is posted addressed to the Lender at the address set out at Panel 6 above and in the case of a notice to the Borrower it is posted addressed to the Borrower at his registered address in the United Kingdom and in every case such notice shall be deemed to be served at the time of posting.

9.13 Interpretation

- 9.13.1 The expression the Borrower shall include the persons deriving the title under him and words importing the masculine gender shall include the feminine gender and words importing the singular number shall include the plural number and vice versa and where there are two or more persons included in the expression the Borrower covenants expressed to be made by the Borrower shall be deemed to be made by such persons jointly and severally
- 9.13.2 Unless the context otherwise requires the expressions "the Borrower" and "the Lender" include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them

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.

Execution

Executed as a Deed by the said
BELLWAY HOMES LIMITED
acting by:

Director

Director/Secretary

[Redacted signature area]

EXECUTED AS A DEED by the Chief Executive of the Office of the Police and Crime Commissioner (The Office) and THE COMMON SEAL OF THE Office affixed pursuant to paragraph 1.3.1 of PART B to the Police and Crime Commissioner's governance arrangements in the presence of

IN WITNESS of which the office has caused its common seal to be affixed to this deed according to paragraph 5.10.1 of the Office's Financial and Contract regulations.

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.

