



Registration of a Charge

Company Name: **TILIA HOMES LIMITED**

Company Number: **00775505**



XBUEVANU

Received for filing in Electronic Format on the: **03/01/2023**

Details of Charge

Date of creation: **22/12/2022**

Charge code: **0077 5505 0054**

Persons entitled: **CHESTERFIELD BOROUGH COUNCIL**

Brief description: **LAND AT LINACRE ROAD, CHESTERFIELD, DERBYSHIRE**

Contains negative pledge.

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: **ADELLE FITZPATRICK**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 775505

Charge code: 0077 5505 0054

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2022 and created by TILIA HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd January 2023 .

Given at Companies House, Cardiff on 5th January 2023

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

DATED 22 December 2022

TILIA HOMES LIMITED (1)

and

CHESTERFIELD BOROUGH COUNCIL (2)

LEGAL CHARGE
relating to
Land off Linacre Road, Chesterfield

THIS LEGAL CHARGE is dated 22 December

2022

and made

BETWEEN:

- (1) **TILIA HOMES LIMITED** (registered number 00775505) whose registered office is at Tungsten Building Blythe Valley Business Park Solihull West Midlands B90 8AU (the "Mortgagor"); and
- (2) **CHESTERFIELD BOROUGH COUNCIL** of Town Hall Rose Hill Chesterfield S40 1LP (the "Mortgagee").

WITNESSES as follows:

1 Interpretation

1.1 In this Legal Charge, unless the context otherwise requires:

"**Adjoining Land**" means all and any part of the land short particulars of which are set out in schedule 2 and which land adjoins the Property or is land of which the Property forms part and which is vested in the Mortgagor and references to the Adjoining Land include where relevant any part of such land;

"**Agreement**" means the agreement for sale entered into between the Mortgagor and the Mortgagee and dated the 17th day of August 2021;

"**Charged Assets**" means all the property and rights of the Mortgagor described in clause 3.1;

"**Default Rate**" means the higher of 4% and the base lending rate of the Bank of England from time to time and if such base rate shall cease to exist then the Mortgagee may nominate another equivalent rate from time to time;

"**Dwelling**" means a house, bungalow, maisonette, apartment (with any associated garage and/or conservatory and/or other out-building where applicable) and in each case its reasonable curtilage;

"**Encumbrance**" means any mortgage, charge (whether fixed or floating), pledge, assignment by way of security or other security interest of any kind;

"**Enforcement Date**" means the date on which the Mortgagee demands the payment or discharge of all or any part of the Secured Obligations following the Secured Obligations having become due and payable in accordance with the terms of this Legal Charge;

"**Excluded Disposition**" rights and easements granted over the Property or the transfer or grant of long premium lease of any Dwelling on the Adjoining Land;

"**Payment 1**" means the amount payable as provided for in the Agreement at clause 2.4.1(b);

"**Payment 2**" means the amount payable as provided for in the Agreement at clause 2.4.1(c);

“Payment 3” means the amount payable as provided for in the Agreement at clause 2.4.1(d);

“Plan” the plan attached to this Legal Charge;

“Planning Agreement” means any agreement required in connection with the grant of Planning Permission (as defined in the Agreement) and required by the local planning authority or by any authority or body responsible for highways, sewerage, water, gas, electricity or communication services. Such agreement may be under any of the following statutes or similar legislation:- Section 106 Town and Country Planning Act 1990, Section 111 Local Government Act 1972, Electricity Act 1989, Gas Act 1980, Highways Act 1980, Water Act 1989, Water Industry Act 1991 and includes a unilateral undertaking given pursuant to Section 106 of the Town and Country Planning Act 1990;

“Property” means all the property short particulars of which are set out in schedule 1 and references to the Property include where relevant any one or more of such assets and any part of such assets;

“Receiver” means any one or more receivers and/or managers appointed by the Mortgagee pursuant to this Legal Charge in respect of the Mortgagor or over all or any of the Charged Assets;

“Secured Obligations” means the deferred payments covenanted to be paid or discharged by the Mortgagor pursuant to clauses 2.4.1(b), 2.4.1(c) and 2.4.1(d) of the Agreement;

“Tranche 2” the area of land shown edged red and hatched yellow on the Plan;

“Tranche 3” the area of land shown edged red and hatched pink on the Plan; and

“Tranche 4” the area of land shown edged red and hatched green on the Plan.

1.2 Successors

The expressions “Mortgagee” and “Mortgagor” include, where the context admits, their respective successors in title.

1.3 Headings

Clause headings and the contents page are inserted for convenience of reference only and shall be ignored in the interpretation of this Legal Charge.

1.4 Construction of certain terms

In this Legal Charge, unless the context otherwise requires:

- (a) references to clauses and the schedules are to be construed as references to the clauses of, and the schedules to, this Legal Charge and references to this Legal Charge include its schedules;
- (b) reference to (or to any specified provision of) this Legal Charge or any other document shall be construed as references to this Legal Charge, that provision or that document as in force for the time being and as amended in accordance with the terms thereof or, as the case may be, with the agreement of the



TO BE READ IN CONJUNCTION WITH
Conditions and Planning Specifications

DATE: 07/12/2024



1400 N. 10TH ST.
CUMBERLAND, MD 21031-1500
TEL: 410.775.1000 FAX: 410.775.1029
WWW.TILIAHOMES.COM

TITLE
Legal Charge Plan

PROJECT: Development at
Linacre Road,
Chesterfield

SCALE: 1"=60'-0" AT 1/8"=1'-0"
DRAWING NO. 306-19
CHECK

Trigger	Plots Released	Tranche
Unencumbered	21	1
Upon payment of land payment 2 in Dec-23	93	2
Upon payment of land payment 3 in Dec-24	94	3
Upon payment of land payment 4 in Dec-25	93	4



relevant parties and (where such consent is, by the terms of this Legal Charge or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of the Mortgagee;

- (c) words importing the plural shall include the singular and vice versa and the masculine shall include the feminine and vice versa;
- (d) references to a person shall be construed as including references to an individual, firm, company, corporation, unincorporated body of persons or any State or any agency thereof;
- (e) references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time; and
- (f) where the expression "Mortgagor" includes more than one person the expression shall include each and all of such persons as the context may permit, and each such person shall be jointly and severally liable under this Legal Charge.

1.5 Effect as a deed

This deed is intended to take effect as a deed notwithstanding that the Mortgagee may have executed it under hand only.

2 Covenant to Pay

2.1 Secured obligations

The Mortgagor hereby covenants that it will discharge and pay to the Mortgagee the Secured Obligations when the same become due for payment or discharge at the times provided for in the Agreement and if payment is not made on such due dates or if any part thereof shall not be paid to pay interest at the Default Rate calculated on a daily basis for the whole of the period from which payment is due to the date of payment.

2.2 Certain liabilities

The liabilities referred to in clause 2.1 shall, without limitation, include interest (both before and after judgment) to the date of payment at such rates and upon such terms as may from time to time be payable under the Agreement, and all reasonable and proper legal and other costs, charges and expenses which may be incurred by the Mortgagee in relation to enforcement of any of the Secured Obligations.

3 Charge

3.1 Fixed Charge

The Mortgagor with full title guarantee as a continuing security for the payment and discharge of the Secured Obligations hereby charges to the Mortgagee by way of first legal mortgage the Property and all buildings and fixtures from time to time on such property together with all rights, easements and privileges appurtenant to, or benefiting, the same.

3.2 The Land Registry

The Mortgagor hereby applies to the Land Registrar for the registration of the following restriction against the registered title specified in schedule 1:

“No disposition of the property (other than an Excluded Disposition) the subject of the charge dated *22 December* 2022 in favour of Chesterfield Borough Council referred to in the Charges Register by the proprietor of the registered estate is to be registered without the written consent of the proprietor of the charge.”

PROVIDED THAT if the Land Registry will not accept the above form of restriction then the parties acting reasonably will agree a form acceptable to the Land Registry which has the effect that consent to dealing is only required in respect of the Property and the Mortgagor shall use all reasonable endeavours to procure registration of the revised restriction.

3.3 Release

The Mortgagee covenants with the Mortgagor that:-

- a) upon the Mortgagee's receipt of Payment 1, the Mortgagee will release that part of the Property referred to as Tranche 2 in the Agreement from this Legal Charge by the provision of a duly executed form DS3;
- b) following Payment 1 and upon the Mortgagee's receipt of Payment 2, the Mortgagee will release that part of the Property referred to as Tranche 3 in the Agreement from this Legal Charge by the provision of a duly executed form DS3;
- c) following Payment 2 and upon the Mortgagee's receipt of Payment 3 and the Mortgagee being satisfied that all of the Secured Obligations and liabilities under this Legal Charge have been unconditionally and irrevocably paid and discharged in full and no further liabilities are capable of being outstanding it will immediately release Tranche 4 being the remaining extent of this Legal Charge by the provision of a duly executed form DS1; and
- d) it will at the Mortgagee's own cost provide such other completed forms as are required by the Land Registry to release the relevant part of the Property from the Legal Charge and to remove any restriction registered in support of the Legal Charge;

PROVIDED THAT should any part of the Secured Obligations not be paid in accordance with the Agreement then the Mortgagee shall not be obliged to release any further part of the Property until such time as any outstanding payment(s) are received.

3.4 Undertakings

The Mortgagor hereby undertakes with the Mortgagee that during the continuance of this security the Mortgagor will comply with the undertakings set out in schedule 3.

3.5 Power to remedy

If the Mortgagor at any time defaults in complying with any of its obligations contained in this Legal Charge, the Mortgagee shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and the Mortgagor hereby irrevocably authorises the Mortgagee

and its agents by way of security to do all such things (including, without limitation, entering the Mortgagor's property) necessary or desirable in connection therewith. Any moneys so expended by the Mortgagee shall be repayable by the Mortgagor to the Mortgagee on demand. No exercise by the Mortgagee of its powers under this clause 3.5 shall make it liable to account as a mortgagee in possession.

4 Certain powers of the Mortgagee: Enforcement

4.1 Powers of enforcement

At any time on or after the Enforcement Date or if requested by the Mortgagor, the Mortgagee may, without further notice, without the restrictions contained in section 103 Law of Property Act 1925 and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925 as varied or extended by this Legal Charge and all the powers and discretions conferred by this Legal Charge on a Receiver either expressly or by reference.

4.2 Statutory power of leasing

The Mortgagee shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Mortgagee shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 Law of Property Act 1925.

5 Appointment and Powers of Receiver

5.1 Appointment

At any time on or after the Enforcement Date or if requested by the Mortgagor, the Mortgagee may by instrument in writing executed as a deed appoint any qualified person to be a Receiver of the Charged Assets or any part thereof. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently of any other joint Receivers, except to the extent that the Mortgagee may specify to the contrary in the appointment. The Mortgagee may (subject, where relevant, to section 45 Insolvency Act 1986) remove any Receiver so appointed and appoint another in his place. In this clause 6 a "qualified person" is a person who, under the Insolvency Act 1986, is qualified to act as a receiver of the property of any Mortgagor with respect to which he is appointed or, as the case may be, an administrative receiver of any such Mortgagor.

5.2 Receiver as agent

Any Receiver shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts or defaults and for his remuneration.

5.3 Powers of Receiver

Any Receiver shall have all the powers conferred from time to time on receivers and administrative receivers by statute (in the case of powers conferred by the Law of Property Act 1925, without the restrictions contained in section 103 of that Act) and power on behalf and at the expense of the Mortgagor (notwithstanding bankruptcy of the Mortgagor) to do or omit to do anything which the Mortgagor could do or omit to do in relation to the Charged Assets or any part thereof. In particular (but without

limitation) a Receiver shall have power to do all or any of the following acts and things:

- (a) Take possession: take possession of, collect and get in all or any of the Charged Assets;
- (b) Manage Property: manage, develop, alter, improve or reconstruct the Property or concur in so doing; buy, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage; acquire, renew, extend, grant, vary or otherwise deal with easements, rights, privileges and licences over or for the benefit of the Property;
- (c) Borrow money: raise or borrow any money from or incur any other liability to the Mortgagee or others on such terms with or without security as he may think fit and so that any such security may be or include a charge on the whole or any part of the Charged Assets ranking in priority to this security or otherwise;
- (d) Dispose of assets: without the restrictions imposed by section 103 Law of Property Act 1925 or the need to observe any of the provisions of sections 99 and 100 of such Act, sell by public auction or private contract, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Charged Assets or concur in so doing in such manner for such consideration and generally on such terms and conditions as he may think fit with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with such Charged Assets in the name and on behalf of the Mortgagor or otherwise and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Mortgagor (or other estate owner) if he shall consider it necessary or expedient so to do; any such sale, lease or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all the Secured Obligations; and the Receiver may apportion any rent and the performance of any obligations affecting the premises sold without the consent of the Mortgagor;
- (e) Compromise contracts: make any arrangement or compromise or enter into or cancel any contracts which he shall think expedient;
- (f) Repair and maintain assets: make and effect such repairs, renewals and improvements to the Charged Assets or any part thereof as he may think fit and maintain, renew, take out or increase insurances;
- (g) Exercise statutory leasehold powers: without any further consent by or notice to the Mortgagor exercise for and on behalf of the Mortgagor all the powers and provisions conferred on a landlord or a tenant by the Landlord and Tenant Acts, the Rent Acts, the Housing Acts or the Agricultural Holdings Act or any other legislation from time to time in force in any relevant jurisdiction relating to security of tenure or rents or agriculture in respect of the Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;

- (h) Legal proceedings: institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Charged Assets or any part thereof or submit to arbitration as he may think fit;
- (i) Execute documents: sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the security created by or pursuant to this Legal Charge and to use the name of the Mortgagor for all the purposes aforesaid;

5.4 Remuneration

The Mortgagee may from time to time determine the remuneration of any Receiver and section 109(6) Law of Property Act 1925 shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

6 Application of Proceeds; Purchasers

6.1 Application of proceeds

All moneys received by the Mortgagee or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Obligations, in or towards satisfaction of such of the Secured Obligations and in such order as the Mortgagee acting reasonably may from time to time conclusively determine and following the discharge of all such liabilities any surplus shall be paid to the party who is lawfully entitled to be paid such surplus.

6.2 Protection of purchasers

No purchaser or other person shall be bound or concerned to see or enquire whether the right of the Mortgagee or any Receiver to exercise any of the powers conferred by this Legal Charge has arisen or be concerned with notice to the contrary or with the propriety of the exercise or purported exercise of such powers.

7 Indemnities; Costs and Expenses

7.1 Enforcement costs

The Mortgagor hereby undertakes with the Mortgagee to pay on demand all reasonable and proper costs, charges and expenses incurred by the Mortgagee or by any Receiver in or about the enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Legal Charge or any of the Charged Assets, together with interest at the Default Rate from the date on which such costs, charges or expenses are so incurred until the date of payment by the Mortgagor (both before and after judgment).

7.2 No liability as mortgagee in possession

Neither the Mortgagee nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee in possession may be liable as such.

7.3 Indemnity from Charged Assets

The Mortgagee and any Receiver, attorney, agent or other person appointed by the Mortgagee under this Legal Charge and the Mortgagee's officers and employees (each an "Indemnified Party") shall be entitled to be indemnified out of the Charged Assets in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort, delict or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Legal Charge; or
- (b) any breach by the Mortgagor of any of its obligations under this Legal Charge

and the Mortgagor shall indemnify the Mortgagee and any Receivers against any such matters.

8 Miscellaneous

8.1 Remedies Cumulative

No failure or delay on the part of the Mortgagee to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or any partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

8.2 Statutory power of leasing

During the continuance of this security the statutory and any other powers of leasing, letting, entering into agreements for leases or lettings and accepting or agreeing to accept surrenders of leases or tenancies shall not be exercisable by the Mortgagor in relation to the Charged Assets or any part thereof.

8.3 Successors and assigns

Any appointment or removal of a Receiver under clause 7 and any consents under this Legal Charge may be made or given in writing signed or sealed by any successors or the Mortgagee.

8.4 Unfettered discretion

Any liability or power which may be exercised or any determination which may be made under this Legal Charge by the Mortgagee may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give reasons therefor.

8.5 Provisions severable

Each of the provisions of this Legal Charge is severable and distinct from the others and if any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Legal Charge shall not in any way be affected or impaired thereby.

9 **Charge of Part**

9.1 The Mortgagee and the Mortgagor agree and accept that the Mortgagor has acquired the Adjoining Land and the Property for the purposes of constructing a residential building estate with ancillary works and that pursuant to the development it is intended that the infrastructure (roads/pavements and service media) is to be constructed for the joint benefit of the Adjoining Land and the Property on the Adjoining Land and the Property (as appropriate) ("Joint Infrastructure").

9.2 The Mortgagee and the Mortgagor agree that in the event of:

- (a) any sale or transfer of any parts of the Adjoining Land or any part thereof intended to be used as Joint Infrastructure ("the Joint Infrastructure Land") (other than to the relevant Statutory Authority) appropriate reasonable and necessary rights for the proper use and enjoyment of the Property are granted over the Joint Infrastructure Land on the Adjoining Land for the benefit of the Property; or
- (b) the appointment of a Receiver or any other enforcement action being taken by the Mortgagee, appropriate reasonable and necessary rights for the proper use and enjoyment of the Adjoining Land are granted over the Joint Infrastructure Land on the Property for the benefit of the Adjoining Land

and without prejudice to the general rights foregoing the rights referred to above are to include a right of way over the Joint Infrastructure Land on the Adjoining Land or Property (as appropriate) and the right of passage of sewage, water, gas, electricity, air, communication media and similar services through such service media (of any type).

9.3 The Mortgagee and the Mortgagor agree that at the same time as the relevant grant, exception or reservation pursuant to clauses 9.2 above, appropriate covenants are entered into by the parties to enable and facilitate the development of both the Adjoining Land and the Property;

9.4 in the event of the appointment of a Receiver or any other enforcement action being taken by the Mortgagee prior to the grant or exception or reservation of such rights and the entering into of any appurtenant covenants the form of any documentation containing such rights, exceptions, reservations and covenants shall be proposed by the Mortgagee, any Receiver or the Mortgagor (as the case may be) and approved by the Mortgagee or the Mortgagor (as the case may be and such approval is not to be unreasonably withheld or delayed) and provided always that in the event of dispute between the parties which cannot be resolved within a reasonable period then such dispute may be referred for determination by the expert (as defined in the Agreement) on the application of either party and if either party serves notice on the other implementing this provision the parties shall do all such things as are necessary to give effect to the expert's appointment.

10 **Notices**

10.1 **Mode of service**

Any notice, communication or demand for payment by the Mortgagee to the Mortgagor under this Legal Charge shall be in writing and shall be delivered personally or sent by post to the address given in the Development Agreement or

such other address as may be notified in writing. Proof of posting or despatch of any notice, communication or demand shall be deemed to be proof of receipt.

10.2 Notices conclusive

Any such notice or demand or any certificate as to the amount at any time secured by this Legal Charge shall be conclusive and binding upon the Mortgagor if signed by the Mortgagee.

11 Planning Agreements

The Mortgagee will as mortgagee of the Property promptly at the request of the Mortgagor enter into any Planning Agreement that may be required provided that it shall only be obliged to be party for the purpose of giving its consent as mortgagee.

12 Law

This Legal Charge shall be governed by and shall be construed in accordance with English law.

IN WITNESS whereof this Legal Charge has been executed and delivered by or on behalf of the parties on the date stated at the beginning of this Legal Charge.

Schedule 1

Property

All that freehold land known as land off Linacre Road, Chesterfield shown more particularly edged red on the Plan and forming part of the property registered at the Land Registry under the title numbers DY399706, DY399704, DY399768, DY399711, DY399789, DY399765, DY399797, DY399813, DY399783 and DY399802 and transferred to the Mortgagor pursuant to a transfer dated 22 day of December 2022 made between (1) the Mortgagee and (2) the Mortgagor.

Schedule 2
Adjoining Land

All that freehold land known as land off Linacre Road, Chesterfield shown more particularly edged blue on the Plan and forming part of the property registered at the Land Registry under the title numbers DY399706, DY399704, DY399768, DY399711, DY399789, DY399765, DY399797, DY399813, DY399783 and DY399802 and transferred to the Mortgagor pursuant to a transfer dated 22 day of December 2022 made between (1) the Mortgagee and (2) the Mortgagor.

Schedule 3
Undertakings

- 1 Compliance with covenants etc: Observe and perform all covenants, stipulations, requirements and obligations from time to time affecting the Charged Assets and contained in the Agreement whether imposed by statute, law or regulation, contract, lease, licence, grant or otherwise, carry out all registrations or renewals and generally do all other acts and things (including the taking of legal proceedings) necessary or desirable to maintain, defend or preserve its right, title and interest to and in the Charged Assets without infringement by any third party and not without the prior consent in writing of the Mortgagee enter into any onerous or restrictive obligations affecting any of the same.
- 2 Property outgoings: Punctually pay, or cause to be paid, and indemnify the Mortgagee and any Receiver (on a several basis) against, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by agreement, statute or otherwise) now or at any time during the continuance of this security payable in respect of the Property or by the owner or occupier thereof.
- 3 Possession of Property: Not without the prior consent in writing of the Mortgagee dispose of the Property or any estate or interest in it or grant any lease, part with possession or share occupation of the whole or any part of the Property or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet or part with possession of the same or any part thereof (or agree to do any of these things) or permit any person:
 - 3.1 to be registered (jointly with the Mortgagor or otherwise) as proprietor under the Land Registration Acts of the Property nor create or permit to arise any overriding interest affecting the same within the definition of those Acts; or
 - 3.2 to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Property.
- 4 Jeopardy: Not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Mortgagee of any of the Charged Assets.
- 5 Orders and proposals: Within fourteen days of receipt send to the Mortgagee copies and if required the originals of any notice or order (or proposal for the same) given issued or made to the Mortgagor by any local or other authority whether under the Town and Country Planning Acts or otherwise relating to the Property and also without delay comply with any such notice or order.
- 6 Encumbrances and disposals: Not (without the prior written consent of the Mortgagee) create or purport to create or permit to subsist any mortgage, debenture, charge or pledge upon or permit any Encumbrance to arise on or affect any part of the Charged Assets in priority to this legal charge.

EXECUTED as a DEED by)
TILIA HOMES LIMITED)
acting by two authorised attorneys)
under a Power of Attorney dated)
23 February 2022)

Attorney Signature) *[Handwritten Signature]*
Attorney Name) AMERJIT ATWAL

Witness signature: *[Handwritten Signature]*
Witness name: BERNADETTE PAUMER
(BLOCK CAPITALS)
Witness address: TUNSIDEN Building B90 8AU

Attorney Signature) *[Handwritten Signature]*
Attorney Name) Darren Humphreys

Witness signature: *[Handwritten Signature]*
Witness name: BERNADETTE PAUMER
(BLOCK CAPITALS)
Witness address: TUNSIDEN Building B90 8AU

The COMMON SEAL of)
CHESTERFIELD BOROUGH COUNCIL)
was hereunto affixed in the presence of:)

.....
Authorised Signatory

.....
Authorised Signatory

