



Registration of a Charge

Company name: **REDCLIFFE HOMES LIMITED**

Company number: **01433316**



X5YTG1E2

Received for Electronic Filing: **24/01/2017**

Details of Charge

Date of creation: **23/01/2017**

Charge code: **0143 3316 0080**

Persons entitled: **DAVID ANTONY GIBBONS**

Brief description: **THE FREEHOLD PROPERTY AT PARK LANE, CORSHAM, WILTSHIRE
SHOWN EDGED RED, GREEN AND PURPLE ON THE PLAN ANNEXED TO
THE LEGAL CHARGE AND FORMING PART OF THE LAND REGISTERED
AT THE LAND REGISTRY WITH TITLE NUMBER WT286451**

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: **VEALE WASBROUGH VIZARDS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1433316

Charge code: 0143 3316 0080

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd January 2017 and created by REDCLIFFE HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th January 2017 .

Given at Companies House, Cardiff on 25th January 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

Legal Charge relating to
Payment of the Purchase Price in an
Agreement dated 23 January 2017

Redcliffe Homes Limited (1)

to

David Antony Gibbons (2)

This Legal Charge is made on the

23 January

2017

Between:-

- (1) **Redcliffe Homes Limited** (Company Registration Number 01433316) whose registered office is at Holly House, 4 High Street, Chipping Sodbury, Bristol, BS37 6AH ("**Chargor**") and
- (2) **David Antony Gibbons** of 46 Ludmead Road, Corsham, Wiltshire, SN13 9AS ("**Chargee**")

Supplemental to (1) an Option Agreement dated 6 June 2013 and made between (1) the **Chargor** and (2) the **Chargee** and to (2) a Supplemental Agreement dated 23 January 2017 made between (1) the **Chargor** and (2) the **Chargee** (together "**the Agreement**") relating (inter alia) to the payment of the balance of the Price after completion of the Agreement ("**the Deferred Payment**")

Witness as follows:-

1. Definitions

All defined items in this Legal Charge have the same meaning as those contained in the Agreement.

2. Covenant to Pay

The **Chargor** covenants when the same shall be or become due to pay and discharge to the **Chargee** all sums due by way of the **Deferred Payment** pursuant to and in accordance with the Agreement.

3. Charge

3.1 The **Chargor** with full title guarantee and as a continuing security charges with the payment or discharge of all monies obligations and liabilities hereby covenanted to be paid or discharged by the **Chargor** by way of first legal mortgage the freehold property referred to in Schedule 1 to this Legal Charge ("**Property**") together with all buildings from time to time thereon.

3.2 The security from time to time constituted by or pursuant to this Legal Charge shall be in addition to and shall not prejudice determine or affect any other security which the **Chargee** may from time to time hold for or in respect of all or any part of the monies obligations and liabilities hereby secured.

4. Restrictions on Dealing

The **Chargor** shall not without the prior written consent of the **Chargee**:

4.1 create or permit to subsist any mortgage charge pledge hypothecation lien or other security interest on the **Property** other than this Legal Charge without the consent of the **Chargee**. No fee shall be charged in connection with any application for or the grant or refusal of consent pursuant to this clause 4.1.

- 4.2 sell transfer lease lend or otherwise dispose of the whole or any part of the Property save as contemplated by the Agreement or enter into any agreement or grant any option for any such sale transfer lease loan or other disposal.

5. Enforcement

- 5.1 This Legal Charge shall become enforceable if any of the Deferred Payment and liabilities secured by this Legal Charge shall not be paid or discharged by the Chargor in accordance with clause 2.
- 5.2 Section 103 of the Law of Property Act 1925 shall not apply and the statutory power of sale and all other powers under that or any other Act as varied or extended by this Legal Charge shall arise on and be exercisable at any time after the Legal Charge has become enforceable.
- 5.3 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this Legal Charge.

6. Receiver

- 6.1 At any time after this Legal Charge has become enforceable the Chargee may without further notice to the Chargor appoint by writing under hand or under seal any one or more persons either singly jointly severally or jointly and severally to be a receiver, receiver and manager or administrative receiver (each a **"Receiver"**) of all or any part of the Property and either at the time of appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place.
- 6.2 Any receiver shall be the agent of the Chargor which shall be solely responsible for his acts and defaults and the payment of his remuneration.
- 6.3 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 Chargor to do or omit to do anything which the Chargor could do or omit to do in relation to the Property or any part thereof in particular (but without limitation) a Receiver (irrespective of whether the Receiver is an administrative receiver) shall have power to do all or any of the acts and things described in Schedule 1 to the Insolvency Act 1986 as if the words "he" and "him" referred to the Receiver and "Company" referred to the Chargor

7. Application of Proceeds

Any monies received by the Chargee or any Receiver shall (subject to the repayment of any claims having priority to the charges created by this Legal Charge) be applied in the following order but without prejudice to the right of the Chargee to recover shortfalls from the Chargor:

- 7.1 in the payment of all costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him;

- 7.2 in the payment of the Receiver's remuneration;
- 7.3 in or towards the satisfaction of the monies obligations and liabilities secured by this Legal Charge in such order as the Chargee in his absolute discretion thinks fit;
- 7.4 in payment of the surplus (if any) to the person or persons entitled to it.

8. Protection of Third Parties

No person dealing with a Receiver or the Chargee shall be concerned to enquire whether any power which he or it is purporting to exercise has become exercisable or whether any money is due under this Legal Charge or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with such Receiver or the Chargee. All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any persons purchasing from or dealing with a receiver or the Chargee.

9. Entry into Possession

If the Chargee or any Receiver shall enter into possession of the Property or any part of it or he may from time to time and at any time go out of such possession neither the Chargee nor any Receiver shall in any circumstances (either by reason of any entry into or taking of possession of the Property or any part thereof or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Chargor for anything except its or his actual receipts or be liable to the Chargor for any loss or damage arising from any realisation of the Property or the relevant part thereof or from any act default or omission in relation thereto.

10. Further Assurance

The Chargor shall whenever requested by the Chargee immediately execute and sign all such deeds and documents and do all such things as the Chargee may reasonably require for the purpose of perfecting the security created by this Legal Charge for the payment and discharge of the monies obligations and liabilities hereby secured.

11. Costs and Indemnity

- 11.1 All costs charges and expenses properly and reasonably incurred by the Chargee in relation to this Legal Charge (but not the entering into or discharging of the same) or the monies and liabilities hereby secured shall be reimbursed by the Chargor to the Chargee on demand on a full indemnity basis and until so reimbursed shall carry interest ~~as mentioned in clause 5.2~~ from the date of payment to the date of reimbursement.
- 11.2 The Chargee and any Receiver or other person appointed by the Chargee under this Legal Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Property in respect of all liabilities and expenses properly and reasonably incurred by any of them directly or indirectly as a result of the exercise or purported exercise of any of the powers authorities or discretions vested in them under this Legal Charge and against all actions proceedings losses costs claims and demands in respect

of any matter or thing done or omitted in any way relating to the Property and the Chargee and any such Receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Legal Charge.

12. Miscellaneous

- 12.1 The Chargee may without discharging or in any way affecting the security created by this Legal Charge or any remedy of the Chargee grant time or other indulgence or abstain from exercising or enforcing any remedies securities guarantees or other rights which he may now or in the future have from or against the Chargor and may make any arrangement variation or release with any person or persons without prejudice either to this Legal Charge or the liability of the Chargor for the monies obligations and liabilities secured by this Legal Charge.
- 12.2 The Chargee shall not assign the whole or any part of the benefit of this Legal Charge save to an assignee of the right to receive the Deferred Payment.
- 12.3 The provisions of this Legal Charge shall be severable and if at any time any one or more such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be impaired.
- 12.4 The rights and remedies of the Chargee provided by this Legal Charge are cumulative and are not exclusive of any rights powers or remedies provided by law and may be exercised from time to time and as often as the Chargee may deem expedient
- 12.5 Any reference in this Legal Charge to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force.

13. Notices

Any demand or notice under this Legal Charge shall be in writing signed by all persons comprising the Chargee and may be served personally on any director or the secretary of the Chargor or may be sent by post or facsimile or may be delivered to the registered office of the Chargor or its last known place of business if such demand or notice is sent by recorded delivery post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding that it was not in fact delivered but not if it was returned undelivered and sending by facsimile shall not be deemed to be service.

14. Governing Law and Jurisdiction

This Legal Charge shall be governed by and construed in accordance with the laws of England and the Chargor irrevocably submits to the non-exclusive jurisdiction of the English Courts.

15. Land Registry

- 15.1 The Chargor certifies that this Legal Charge does not contravene its memorandum and articles of association and has been executed in accordance therewith.

- 15.2 The Chargor consents to the registration of a Restriction in the Proprietorship Register in Form P as follows:

RESTRICTION: 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 23 January 2017 in favour of David Antony Gibbons referred to in the charges register (or his conveyancer)

16. Contracts (Rights of Third Parties) Act 1999

For the purposes of section 1(2) of the Contracts (Rights of Third Parties) Act 1999 the parties state that they do not intend any term of this Agreement to be enforced by any third parties but any third party right which exists or is available independently of that Act is preserved

In Witness whereof the Chargor has executed this Legal Charge as a deed and the Chargee has executed this Legal Charge the day and year first above written

Schedule 1

Property

The freehold property at Park Lane, Corsham, Wiltshire shown edged red, green and purple on the plan annexed hereto and forming part of the land registered at HM Land Registry with Title Number WT286451



Carter jonas

Mayfield House, 256 Bathurst Rd
Oxford OX2 7DE T: 01865 511444
carljonas.co.uk

Project: Land at Bradford Road, Corsham

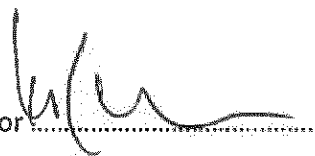
Title: Development Land and New Footpath

Scale: 1:2500 @A3 Date: 03 January 2017

Drawn by: GY Dwg no: 1016249-17-01

Executed as a deed by
Redcliffe Homes Limited
acting by a Director in the presence of:-

Director



Witness signature



Witness full name EMMA JULIET JONES

Witness address ... FLAT 3, 42 DUNDHAM PK

REDLAND, BRISTOL, BS6 6XE

Witness occupation ... STRATEGIC LAND MANAGER

Executed as a deed by
David Antony Gibbons
in the presence of:-

.....

Witness signature

Witness full name

Witness address

.....

Witness occupation