



**Registration of a Charge**

Company Name: **COUNTY DEVELOPMENTS (NORTHAMPTON) LIMITED**

Company Number: **08589683**



Received for filing in Electronic Format on the: **11/04/2024**

XD0SFQAP

**Details of Charge**

Date of creation: **03/04/2024**

Charge code: **0858 9683 0002**

Persons entitled: **THE HOMES AND COMMUNITIES AGENCY (TRADING AS HOMES ENGLAND)**

Brief description: **LAND AT SIXFIELDS NORTHAMPTON SHOWN EDGED RED ON THE PLAN APPENDED TO THE LEGAL CHARGE IN SO FAR AS SUCH LAND IS CONTAINED IN A TRANSFER DATED THE DATE HEREOF AND MADE BETWEEN (1) WEST NORTHAMPTONSHIRE COUNCIL AND (2) COUNTY DEVELOPMENTS (NORTHAMPTON) LIMITED.**

**Contains fixed charge(s).**

**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 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:

**PINSENT MASONS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8589683

Charge code: 0858 9683 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd April 2024 and created by COUNTY DEVELOPMENTS (NORTHAMPTON) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th April 2024 .

Given at Companies House, Cardiff on 12th April 2024

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

3 APRIL

2024

- (1) County Developments (Northampton) Limited
- (2) The Homes and Communities Agency (trading as Homes England)

**Legal Charge in respect of Land at Sixfields Northampton**

Dated

3 APRIL

2024

**BETWEEN**

- (1) **COUNTY DEVELOPMENTS (NORTHAMPTON) LIMITED** (incorporated and registered in England and Wales with company number 08589683) whose registered office is at Willow House, 2 Heynes Place, Station Lane, Witney, Oxfordshire OX28 4YN (**Owner**); and
- (2) **THE HOMES AND COMMUNITIES AGENCY** (trading as **HOMES ENGLAND**) of One Friargate, Coventry, CV1 2GN ("**Homes England**").

**1 Definitions**

In this Legal Charge the following definitions apply:

**Clawback Deed** means a clawback deed relating to the Property of even date entered into by the Owner in favour of Homes England.

**Property** means the freehold property described in the Schedule.

**2 Interpretation**

- 2.1 References to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- 2.2 The headings of clauses are for ease of reference only and shall not affect construction.
- 2.3 References to Homes England and the Owner shall include where applicable their respective successors and assigns (including statutory successors).

**3 Legal Charge**

The Owner with full title guarantee charges the Property by way of legal mortgage with payment to Homes England of all money becoming due to Homes England under the Clawback Deed.

**4 Payment covenants**

The Owner covenants with Homes England to pay to Homes England:

- 4.1 all sums due under the Clawback Deed when due under the Clawback Deed;
- 4.2 on demand all proper and reasonable costs and expenses incurred by Homes England in connection with the actual or intended exercise of any power of Homes England under this Legal Charge.

**5 Developer's other covenants**

The Owner covenants with Homes England:

- 5.1 to keep the Property and all additions in repair;

- 5.2 to pay all rates taxes assessments and outgoings charged upon or otherwise payable in respect of the Property;
- 5.3 to comply with all statutory requirements affecting the Property;
- 5.4 to forward to Homes England a copy of any notice affecting the Property received from any public or statutory authority or from the owner or occupier of any neighbouring premises;
- 5.5 to observe and perform all covenants and obligations (including statutory obligations) affecting the Property and to indemnify Homes England against any damage loss or liability arising from breach or non-performance thereof;
- 5.6 to permit Homes England and any other person reasonably authorised by it in writing to enter upon and inspect the Property or to carry out any work upon the Property (at reasonable times and on reasonable prior notice save in the case of emergency);
- 5.7 not to sell, lease, licence or otherwise dispose of the Property without complying with the obligations in the Clawback Deed.

## **6 Homes England's default powers**

Homes England shall have power (but shall not be obliged whether under this Legal Charge or by implication) to make good any breach of any obligation on the part of the Owner and the reasonable and proper costs and expenses in respect of any such action shall be repayable to Homes England and shall become due upon the amount thereof being notified to the Owner in writing.

## **7 Power of sale**

The power of sale and all other statutory powers vested in Homes England (including the power to appoint a receiver) shall in favour of a purchaser or other party dealing with Homes England for value arise upon the date of this Legal Charge and shall become exercisable by Homes England without notice to the Owner immediately on the happening of any default on the part of the Owner in observing or fulfilling any of its obligations under this Legal Charge or the Clawback Deed;

## **8 Consolidation**

Section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge.

## **9 Security power of attorney**

The Owner by way of security to secure the proprietary interest in and the performance of, obligations owed to Homes England irrevocably appoints Homes England and any receiver severally to be the attorney or attorneys of the Owner and in the Owner's name and otherwise on the Owner's behalf to do all acts and things and to execute, deliver and perfect all instruments, acts and things which may be required for carrying out (i) any right or power conferred on Homes England and/or any receiver and (ii) any obligation imposed on the Owner whether pursuant to this Legal Charge or by law.

## **10 Restriction**

The Owner agrees to the registration at the Land Registry against the registered title of the Property of a restriction in the following terms:

No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ 3 APRIL 2024 ] in favour of Homes and Communities Agency (trading as Homes England) of One Friargate, Coventry, CV1 2GN referred to in the charges register or, if appropriate, signed on such proprietor's behalf by an authorised officer or its conveyancer. (Form P).

**11 Third parties**

It is agreed and declared that no person who is not a party to this Legal Charge shall be entitled in his own right to enforce any term of this Legal Charge pursuant to the Contracts (Rights of Third Parties) Act 1999.

**Executed** by the parties as a Deed.

## Schedule

in so far as set

Land at Sixfields Northampton shown edged red on the plan appended to this Legal Charge and contained in a transfer dated the date hereof and made between (1) West Northamptonshire Council and (2) County Developments (Northampton) Limited.



THE COMMON SEAL of THE HOMES )  
AND COMMUNITIES AGENCY was )  
hereunto affixed in the presence of: )

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Print name

Executed as a deed by )  
COUNTY DEVELOPMENTS )  
(NORTHAMPTON) )  
LIMITED acting by a Director )

In the presence of )

\_\_\_\_\_  
Signature of Director

Signature of Witness:

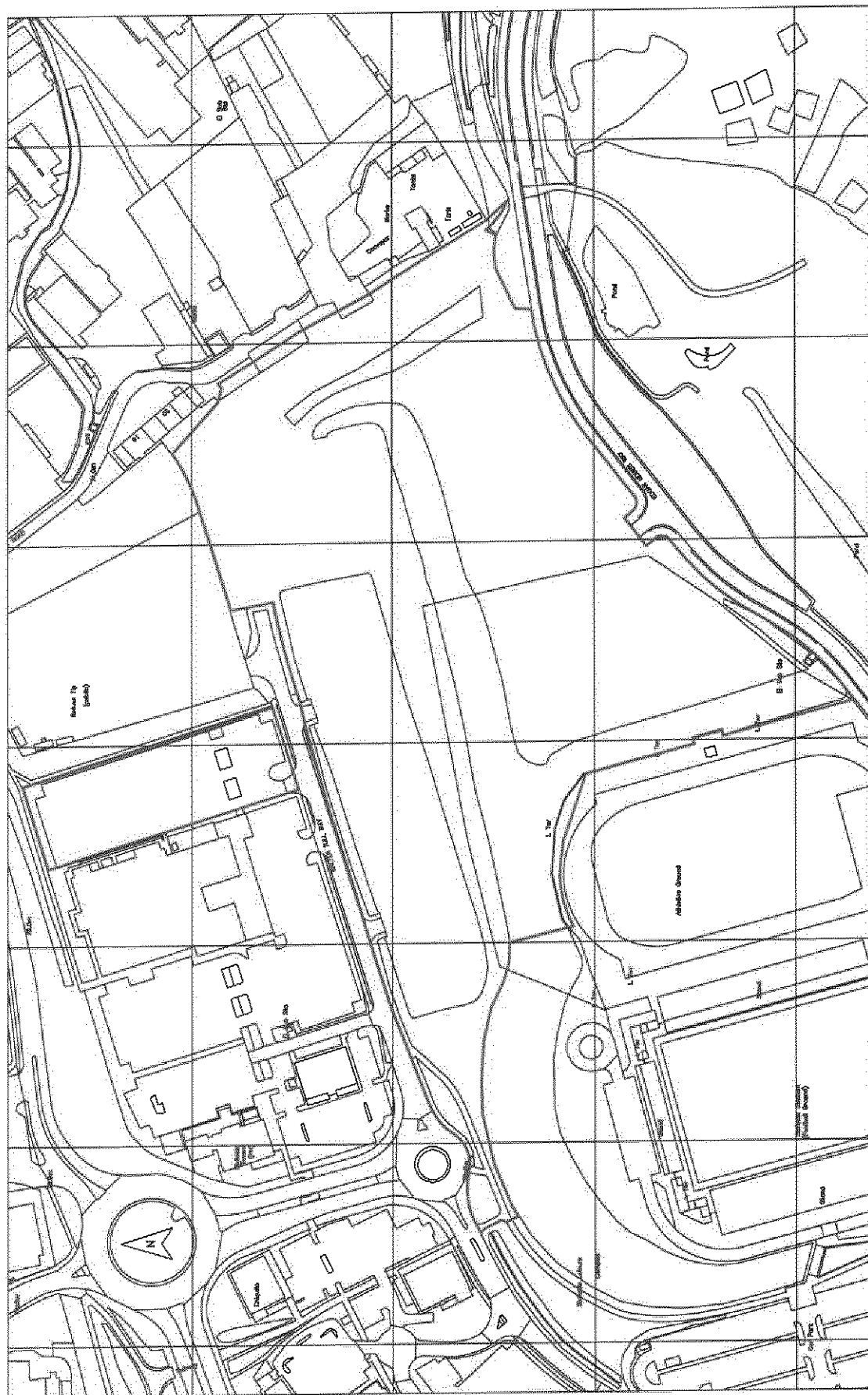
Name of Witness: Robert Eden

Address: 269 Banbury Road, Oxford, OX2 7JF

Occupation: Solicitor

## APPENDIX

## PLAN



**West  
Northamptonshire  
Council**

## Assets & Environment

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6th March 2024

