

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable with this form  
Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08

For further information, please  
refer to our guidance at:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form.  
It must be scanned and placed on the public record. **Do not send the original.**

FRIDAY



\*AC78C9BV\*

A20

07/07/2023

#88

COMPANIES HOUSE

### 1 Company details

Company number 00397634

Company name in full Vistry Homes Limited

390 For official use

#### → Filling in this form

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date 03/07/2023

### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name Robert Hitchins Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

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**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

Land at Oakley Farm, Priors Road, Cheltenham

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

5

**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

6

**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

8

**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

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**Signature**

Please sign the form here.

Signature

Signature

X

*Timothy*

X

This form must be signed by a person with an interest in the charge.

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Joanne Lacey
Company name	The Robert Hitchins Group Limited
Legal Department	
Address	The Manor
	Boddington
Post town	Cheltenham
County/Region	Gloucestershire
Postcode	G L 5 1 0 T J
Country	
DX	
Telephone	01242 680694



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☒ The company name and number match the information held on the public Register.
- ☒ You have included a certified copy of the instrument with this form.
- ☒ You have entered the date on which the charge was created.
- ☒ You have shown the names of persons entitled to the charge.
- ☒ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☒ You have given a description in Section 4, if appropriate.
- ☒ You have signed the form.
- ☒ You have enclosed the correct fee.
- ☒ Please do not send the original instrument; it must be a certified copy.



### Important information

**Please note that all information on this form will appear on the public record.**



### How to pay

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House.'



### Where to send

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



FILE COPY

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

Company number: 397634

Charge code: 0039 7634 0390

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd July 2023 and created by VISTRY HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th July 2023.

Given at Companies House, Cardiff on 13th July 2023



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

**HM LAND REGISTRY**  
**LAND REGISTRATION ACT 2002**

certified as a true and faithful copy of the original
Signed <i>Alan</i>
Dated <i>05/07/2023</i>

COUNTY: Gloucestershire

TITLE NOS: TBA (formerly GR215822)

PROPERTY: Land at Oakley Farm, Priors Road, Cheltenham

DATE: 3 July 2023

**Parties**

- (1) **VISTRY HOMES LIMITED** (company registration No: 00397634) whose registered office is at 11 Tower View, Kings Hill, West Malling ME19 4UY (the "Chargor")
- (2) **ROBERT HITCHINS LIMITED** (company registration No: 686734) whose registered office is at The Manor, Boddington, Cheltenham, Gloucestershire GL51 0TJ (the "Chargee")

**Definitions**

1. In this Legal Charge the following expressions shall have the following meanings:

"Agreement"	means the agreement dated 31 March 2023 and made between the Chargee (1) and the Chargor (2)
"Charge"	means the legal charge created by this Legal Charge
"Deed of Easement"	means a deed of easement substantially in the form annexed to this Legal Charge at Appendix 2 subject to any amendments agreed between the parties pursuant to clause 17
"Deed of Release"	means a Land Registry form DS3 or DS1 (or any form amending or replacing the same) together with the release of any restriction imposed by or in respect of the Charge

"Event of Default"	means each of the events or circumstances set out in the Schedule
"Exempted Disposition"	<p>means any one or more of the following:</p> <ul style="list-style-type: none"> <li>(i) a disposition to a Relevant Authority pursuant to an obligation in any service or utility agreement and/or in connection with the provision of services including, without limitation, for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device, telecoms mast or aerial, energy centres or other similar matters;</li> <li>(ii) a disposition of land to an affordable housing provider (either with completed dwellings on the entirety of the said land or without completed dwellings on the entirety of the said land where the disposition is a land sale with build contract transaction);</li> <li>(iii) the grant of any wayleave or easement or the like to a third party which is reasonably and properly required for the purposes of the development of the Property and/or the Retained Land or any part of it;</li> <li>(iv) a disposition of land to a local planning authority or other Relevant Authority pursuant to a condition in the Planning Permission or any associated planning obligation or reserved matters; or</li> <li>(v) a disposition of general open space or a play area or infrastructure or landscaping or lighting, security gates and the like that are ancillary to the use or</li> </ul>

	occupation of a dwelling to a Relevant Authority or a management company;
(vi)	the grant of a wayleave or easement or the like which is granted pursuant to any of the disposals at paragraphs (i) to (v) (inclusive) of this definition;
(vii)	the grant of any easements or rights over any part of the Property comprising roads, sewers and service installations or common areas for their ordinary use
“First Instalment”	means Five Million Pounds (£5,000,000.00)
“First Instalment Date”	5 January 2024
“Infrastructure Agreement”	means any agreement under section 106 of the Town and Country Planning Act 1990, the Local Government (Miscellaneous Provisions) Act 1982, section 38 and/or section 278 of the Highways Act 1980, section 104 of the Water Industry Act 1991 or otherwise relating to the Property or any part of it and/or any agreement (including wayleaves) or deeds with regard to the development of or the provision of access drainage or services to the Property or any part of it
“Instalment”	the First Instalment the Second Instalment and the Third Instalment or any of them, as the context requires
“Interest Rate”	2% per annum above the base lending rate from time to time of The Bank of England in force from day to day
“Land Registry Documents”	means all such forms (including Land Registry forms RX3 and RX4) and documents duly signed and completed as may be required to procure the removal of any restriction on the registers of title to the Property that has been entered

	<p><i>pursuant to any provision of this Legal Charge or to ensure that it is not registered against the title to any part of the Property that is either comprised in an Exempted Disposition or which is released pursuant to clause 6 and/or clause 7 of this Legal Charge</i></p>
"Plan"	<p>the plan annexed to this Legal Charge at Appendix 1</p>
"Planning Permission"	<p>planning permission allowed on appeal by the Secretary of State with appeal reference APP/B1605/W/21/3273053 pursuant to outline application 20/01069/OUT for development comprising up to 250 residential dwellings, associated infrastructure, ancillary facilities, open space and <i>landscaping, demolition of existing buildings and creation of new vehicular access from Harp Hill and any modification or variation thereto;</i></p>
"Property"	<p>the land at Oakley Farm, Priors Road, Cheltenham which is shown coloured yellow, pink and purple on the Plan less (at the relevant time) any part of such land previously released from this Charge by the Chargee in accordance with the provisions of this Legal Charge either as an Exempted Disposition or pursuant to the provisions of clause 6</p>
"Release Area"	<p>the part of the Property coloured yellow or coloured pink or coloured purple on the Plan to be released upon payment of <i>the First Instalment or the Second Instalment or the Third Instalment respectively</i></p>
"Relevant Authorities"	<p>the local county highway and planning authorities gas water electricity cable television and telecommunications companies and any other authority company utility body corporation or</p>



organisation (including a management company set up for the purpose) concerned with the grant of planning permission the control of development the adoption of roads and drainage systems and maintenance of open space and ponds or the provision of utility services (including telecoms masts or aerials) and "Relevant Authority" means any one of them as the context may admit

"Restriction"	the restriction set out in clause 5 of this Legal Charge
"Retained Land"	the land at Oakley Farm, Priors Road, Cheltenham owned by the Chargor on the date of completion of a Deed of Easement (but excluding the Property)
"Second Instalment"	Two Million Five Hundred Thousand Pounds (£2,500,000.00)
"Second Instalment Date"	4 July 2024
"Third Instalment"	Two Million Five Hundred Thousand Pounds (£2,500,000.00)
"Third Instalment Date"	6 January 2025
"Working Day"	any day other than Saturday, Sunday and any bank or public holiday and excluding any day from and including 24 – 31 December

1.2 Words importing one gender includes all other genders and words importing the singular includes the plural and vice versa.

1.3 Any reference to a statute or order in this Legal Charge shall include any statutory extension, modification, or re-enactment of such statute or order and any regulations, orders, notices, codes of practice or guidance which are thereunder.

1.4 References in this Legal Charge to any clause sub-clause schedule or appendix without further designation shall be construed as a reference to the clause sub-clause schedule or appendix to this Legal Charge so numbered and references to paragraphs are to paragraphs of the relevant schedule.

- 1.5 Unless specifically provided otherwise in this Legal Charge, references to the Property, the Retained Land and the Release Land means to the whole and each and every part of the Property, the Retained Land and the Release Land as applicable.
- 1.6 The clause paragraph and schedule headings do not form part of this Legal Charge and shall not be taken into account in its construction or interpretation.
- 1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done
- 1.8 Unless specifically provided otherwise in this Legal Charge anything requiring either parties consent or approval under this Legal Charge shall be deemed to have such consent or approval if no representations are received by the requesting party within 15 working days of the written request for such consent or approval.
- 1.9 No provision of this Legal Charge is intended to prevent the Chargor from carrying out residential development of the Property pursuant to the Planning Permission

#### **Payments**

2. The Chargor covenants to pay:
- 2.1 the First Instalment on the First Instalment Date (or on such earlier date as the Chargor elects);
- 2.2 the Second Instalment on the Second Instalment Date (or on such earlier date as the Chargor elects); and
- 2.3 the Third Instalment on the Third Instalment Date (or on such earlier date as the Chargor elects)
- and if any such payment is not paid in full on (or before) its due date for payment, to pay interest at the Interest Rate on the amount outstanding of the relevant unpaid Instalment, such interest to be calculated from the date two days after the relevant Instalment is due to the date that the relevant Instalment is actually paid.

### **The Charge**

3. The Chargor with full title guarantee hereby charges the Property by way of legal mortgage with payment (in accordance with the covenants herein contained and contained in clauses 3.3.3, 3.3.4 and 3.3.5 of the Agreement) of the Instalments and other monies covenanted to be paid by the Chargor in this Legal Charge
4. The charge created by clause 3 shall constitute a first fixed charge on the Property
5. The Chargor shall apply to the Land Registry to register this Legal Charge against the registered title to the Property and seek entry in the proprietorship register of the registered title to the Property of a restriction in the following form:

*"No disposition of that part of the registered estate coloured yellow, pink and purple on the attached plan 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 13 JULY 2023 in favour of Robert Hitchins Limited referred to in the Charges Register or their conveyancer"*

### **Releases**

6. Upon receipt of the:
  - 6.1 First Instalment in cleared funds (or by the provision of a Promissory Notice in accordance with clause 9 of the Agreement) the Chargee shall execute and deliver to the Chargor a completed Deed of Release together with any necessary Land Registry Documents in respect of the yellow Release Area (including, for the avoidance of doubt, Land Registry form DS3)
  - 6.2 Second Instalment in cleared funds (or by the provision of a Promissory Notice in accordance with clause 9 of the Agreement) the Chargee shall execute and deliver to the Chargor a completed Deed of Release together

with any necessary Land Registry Documents in respect of the pink Release Area (including, for the avoidance of doubt, Land Registry form DS3)

- 6.3 Third Instalment in cleared funds (or by the provision of a Promissory Notice in accordance with clause 9 of the Agreement) the Chargee shall execute and deliver to the Chargor a completed Deed of Release together with any necessary Land Registry Documents in respect of the purple Release Area (being the remainder of the charged Property) (including, for the avoidance of doubt, Land Registry form DS1)
7. The Chargee shall release the Charge in relation to the land comprised in an Exempted Disposition by signing and delivering to the Chargor a Land Registry form DS3 in relation to such land and shall provide a written undertaking on terms acceptable to the Chargor (acting reasonably) from the Chargee's Solicitors to provide the duly executed Land Registry forms DS3 and any other Land Registry Documents promptly and in any event within ten (10) Working Days following a written request from the Chargor so that the Chargor is holding the duly executed Land Registry forms DS3 and any other Land Registry Documents prior to or on completion of the relevant Exempted Disposition
8. Without consideration or charge to the Chargor the Chargee consents to the Chargor entering into any Exempted Disposition and the Chargee agrees that on the date of this Legal Charge it shall deliver to the Chargor a letter addressed to HM Land Registry in the form annexed to this Legal Charge at Appendix 3 confirming its consent in accordance with this clause 8 which the Chargor may lodge at HM Land Registry.
9. It is not intended that the Restriction is carried forward onto the registered title of the freehold land transferred or leasehold title created on completion of any transfer or lease comprising an Exempted Disposition.

10. For the avoidance of doubt, the Chargee consents and agrees to the withdrawal, cancellation and/or (as appropriate) removal of the Restriction from the freehold land transferred or leasehold title created on completion of any transfer or lease comprising an Exempted Disposition.
11. If, following completion of this Legal Charge, the Chargor reasonably requires a variation of the Property then it shall serve written notice on the Chargee requesting a variation and subject to the Chargor paying the Chargee's reasonably incurred legal and valuation fees relating to the request and its implementation (whether or not it is completed) the provisions of clauses 12 to 14 shall apply.
12. The Chargor and the Chargee shall take all reasonable steps to agree a revised plan for the Property subject to the Chargee (acting reasonably) being satisfied that its security under the Charge is not materially prejudiced and in particular that the revised land proposed to be charged by the Charge provides adequate security for the balance of the Instalment then outstanding.
13. The parties shall as soon as reasonably practicable following the revised plan being agreed and the legal and valuation fees being settled in accordance with clause 11 enter into such deed or deeds as is required by way of supplemental deed or deeds in a form approved by the Chargee (such approval not to be unreasonably withheld or delayed) to substitute the revised plan and apply to register such variation at the Land Registry but in all respects the Charge will remain in full force and effect.
14. If the provisions of clauses 11 to 13 apply, the Chargee will agree to a variation of the Restriction whether by the withdrawal of the existing Land Registry restriction and the registration of a new Land Registry restriction or however required by the Land Registry to give effect to such variation.

**Statutory powers**

15. Exercise of statutory powers:

- 15.1 Section 103 of the Law of Property Act 1925 shall not apply to the Charge
- 15.2 This Legal Charge shall be immediately enforceable any time after:
- 15.2.1 the First Instalment has become due and payable pursuant to clause 2.1 and has not been paid (unless its failure to pay is caused by an administrative error or technical problem and payment is made within 3 Working Days of the First Instalment Date); and/or
- 15.2.2 the Second Instalment has become due and payable pursuant to clause 2.2 and has not been paid (unless its failure to pay is caused by an administrative error or technical problem and payment is made within 3 Working Days of the Second Instalment Date); and/or
- 15.2.3 the Third Instalment has become due and payable pursuant to clause 2.3 and has not been paid (unless its failure to pay is caused by an administrative error or technical problem and payment is made within 3 Working Days of the Third Instalment Date); and/or
- 15.2.5 an Event of Default occurs
- and the power of sale as amended or varied by this Legal Charge shall become exercisable without the restrictions contained in that Act as to the giving of notice or otherwise
16. Extension of statutory powers
- 16.1 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Chargee may reasonably think fit
- 16.2 By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Chargee shall at any time or times hereafter (and whether or not it has entered into or is in possession of the Property)

be entitled to grant or vary or reduce any sum payable under or accept surrenders of leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as he shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 section 99 and 100 shall be deemed to have been enacted with the omission of section 99(18) and 100(12)

- 16.3 At any time after the Charge has become enforceable the Chargee may at its absolute discretion exercise any power which a receiver appointed by it could exercise

#### **Deed of Easement**

17. In the event that the Charge becomes enforceable:

- 17.1 the Chargor and the Chargee shall as soon as practicable (and in any event within 10 Working Days of a written request by the Chargee) agree the final form of a Deed of Easement for the benefit of each of the Property (less any part of the Property released from the Charge at the relevant time) and the Retained Land; and

- 17.2 on completion of the sale of the Property pursuant to the power of sale conferred on the Chargee pursuant to this Legal Charge:

17.2.1 the Chargor and the Chargee will complete a Deed of Easement with easements being granted out of the Retained Land for the benefit of the Property (less any part of the Property released from the Charge at the relevant time); and

17.2.2 the Chargee and the Chargor will complete a Deed of Easement with easements being granted out of the Property (less any part of the Property

released from the Charge at the relevant time) for the benefit of the Retained Land.

**Infrastructure Agreements**

18. The Chargee covenants with the Chargor that if reasonably requested by the Chargor the Chargee will, at the Chargor's cost, within 10 Working Days of the date of the Chargor's request:

18.1 enter into any Infrastructure Agreement as Chargee only in order to consent to and acknowledge its terms provided that no liability or other obligations of any nature shall thereby be placed on the Chargee under such Infrastructure Agreement; and

18.2 provide such written consent as is required under the terms of the Restriction so as to enable the Infrastructure Agreement to be registered against the title to the Property (if appropriate)

**Assignment and Transfer**

19. The Chargee shall not assign or transfer or otherwise deal with any or all of its rights and obligations under this Legal Charge or enter into any transaction which would result in any of those rights or obligations passing to a third party



## SCHEDULE

Each of the following events or circumstances shall be an Event of Default:

- (i) *the commencement of a voluntary winding-up in respect of the Chargor*  
except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- (ii) the making of a non voluntary winding-up order in respect of the Chargor;
- (iii) a composition, compromise, assignment or arrangement with any creditor of the Chargor (other than any composition, compromise, assignment or arrangement entered into in connection with the re-financing and/or restructuring of liabilities owed by the Chargor); or
- (iv) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor; or
- (v) the enforcement of any security over the Property (save for any enforcement by the Chargee); or
- (vi) the Chargor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.

IN WITNESS whereof the parties have executed this Legal Charge as a Deed

EXECUTED as a DEED by )  
VISTRY HOMES LIMITED )  
acting by SUPRIYA RAY )  
and DANIEL LEDBROOK-JONES )  
as Attorneys for and on behalf of )  
Vistry Homes Limited under a )  
Power of Attorney )  
dated 11 November 2022 )  
in the presence of:

D. Cook

[Signature of Witness]

Name: DIANA COOK

Address: SANDHMAN HOUSE MALLESON RD  
GOTHERINGTON CHELTENHAM  
GL52 9ET

Occupation: PA TO MD,

[Signature of Witness] D. Cook

Name: DIANA COOK

Address: SANDHMAN HOUSE MALLESON RD  
GOTHERINGTON CHELTENHAM  
GL52 9ET

Occupation: PA TO MD,

SUPRIYA RAY

[Signature of Attorney]

Name: SUPRIYA RAY

[Signature of Attorney]

Name: DANIEL LEDBROOK-JONES

Executed as a Deed by the affixing )

of the COMMON SEAL of )

ROBERT HITCHINS LIMITED )

in the presence of: )

Director .....

Director/Secretary .....

**APPENDIX 2**

**Deed of Easement**

**Dated**

**20[ ]**

-----

**Deed of Easement**

relating to

**Land at Oakley Farm, Priors Road, Cheltenham**

between

**[Grantor]**

and

**[Grantee]**

This deed is dated

20[ ]

**HM LAND REGISTRY**

**LAND REGISTRATION ACTS 1925 to 2002**

**Grantor's Title Number:** TBA

**Grantee's Title Number:** TBA *[insert such titles as are required by the Grantee to benefit from this easement]*

**Administrative Area:** Gloucestershire: Cheltenham

**PARTIES**

(1) [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] OR [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] (**Grantor**).

(2) [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] OR [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] (**Grantee**).

**BACKGROUND**

1. The Grantor owns the freehold interest in the Grantor's Property and the Grantee owns the freehold interest in the Grantee's Property.
2. The Grantor has agreed to grant the Rights to the Grantee for the benefit of the Grantee's Property on the terms contained in this deed.

**AGREED TERMS**

**1. Interpretation**

The following definitions and rules of interpretation apply in this deed.

**1.1 Definitions:**

**Easement Conditions:** the following:

- (i) all requisite consents from any relevant service authority or competent authority for connection or other works pursuant to the rights shall be obtained by the person exercising the rights before effecting the same
- (ii) any rights of entry on land shall be on reasonable prior notice and at reasonable times except in the case of an emergency

- (iii) the persons exercising the rights shall cause as little damage and disturbance as reasonably possible and shall make good all damage caused as soon as reasonably practicable to the Grantor's reasonable satisfaction

**Grantee's Covenants:** the covenants set out in Schedule 2.

**Grantee's Property:** all that land at Oakley Farm, Priors Road, Cheltenham registered at HM Land Registry under title number *[TBA - insert such titles as are required by the Grantee to benefit from this easement]* and shown edged blue on the Plan *[NB Edge blue on the Plan]*

**Grantor's Covenants:** the covenants set out in Schedule 3.

**Grantor's Property:** all that land at Oakley Farm, Priors Road, Cheltenham registered at HM Land Registry under title number *[TBA – insert such titles as will be subject to the rights granted by this easement]* and shown edged red on the Plan *[NB Edge red on the Plan]*

**Infrastructure Agreement:** any agreement under section 106 of the Town and Country Planning Act 1990, the Local Government (Miscellaneous Provisions) Act 1982, section 38 and/or section 278 of the Highways Act 1980, section 104 of the Water Industry Act 1991 or otherwise and/or any agreement (including wayleaves) or deeds with regard to the development of or the provision of access drainage or services

**Plan:** the plan annexed to this deed *[NB Plan to be coloured as set out above in the definitions of Grantee's Property and Grantor's Property]*.

**Rights:** the rights set out in Schedule 1.

**Roadways:** roads cycleways and/or footpaths including (without limitation) carriageways roundabouts junctions footways visibility splays verges landscaping and/or street furniture and/or any other ancillary and/or associated works (but excluding shared access areas which are not intended to be made available for public use).

**Services:** means foul and surface water drainage, water, gas, electricity and telecommunications (including cable television) services

**Service Media:** means conducting media and facilities for the Services including (but not limited to) pipes sewers drains watercourses ditches ponds culverts channels wires cables and all other transmission media for the Services and pumping stations, electricity sub-stations and gas governors

- 1.2 Any reference to the Grantor or Grantee shall include that party's personal representatives, successors in title or permitted assigns.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.4 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and reference to paragraphs are to paragraphs of the relevant Schedule.

- 1.5 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable *supra-national* laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

## **2. Grant**

- 2.1 In consideration of the covenant given by the Grantee in clause 4 the Grantor with full title guarantee grants to the Grantee the Rights in fee simple for the benefit of the Grantee's Property.
- 2.2 The Rights are not granted exclusively to the Grantee and are granted:
  - 2.2.1 subject to any other rights of the Grantor in relation to the Grantor's Property or any adjoining or neighbouring land belonging to the Grantor, whether or not referred to in this deed; and
  - 2.2.2 in common with any other persons lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property.

## **3. Grantor's covenants**

The Grantor covenants with the Grantee so as to bind the Grantor's Property into whoever's hands it may come, for the benefit of the Grantee's Property, that the Grantor and its successors in title to the Grantor's Property shall at all times observe and perform the

Grantor's Covenants (provided that the Grantor shall have no liability for any breach arising after it has parted with all interest in the Grantor's Property).

#### **4. Grantee's covenants**

The Grantee covenants with the Grantor for the benefit of the Grantor's Property, that the Grantee, its successors in title and anyone authorised by them to use the Rights shall at all times observe and perform the Grantee's Covenants (provided that the Grantee shall have no liability for any breach arising after it has parted with all interest in the Grantee's Property).

#### **5. HM Land Registry**

- 5.1 The Grantor consents to notice of the Rights being noted against the Grantor's registered title to the Grantor's Property.
- 5.2 On completion of this deed, the Grantee shall:
  - 5.2.1 apply to HM Land Registry to note the Rights against the Grantor's registered title.
  - 5.2.2 apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this deed against the registered title to the Grantee's Property and to enter the Rights in the Property register of the Grantee's title as appurtenant rights.
- 5.3 As soon as possible after completion of this deed, the Grantee shall give to the Grantor official copies of the registered title to the Grantor's Property and the Grantee's Property, to show that the Rights have been properly and correctly entered against the respective titles.

#### **6. Indemnity**

The Grantee shall indemnify the Grantor and keep the Grantor indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

- 6.1 the exercise of the Rights;
- 6.2 any breach of any of the Grantee's Covenants;
- 6.3 any breach of the terms of this deed;
- 6.4 by the Grantee, or by any occupier of the Grantee's Property or by an employee or invitee of the Grantee, or by any other person who is allowed or permitted by the Grantee to exercise the Rights.

#### **7. Joint and several liability**

- 7.1 Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this deed. The Grantee may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 7.2 Where the Grantee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantee arising under this deed. The Grantor may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 7.3 The Grantor shall not be liable to the Grantee for any failure of the Grantor to comply with the Grantor's Covenants unless and until the Grantee has given the Grantor notice of the facts that give rise to the failure and the Grantor has not remedied the failure within a reasonable time.
- 7.4 The Grantee shall not be liable to the Grantor for any failure of the Grantee to comply with the Grantee's Covenants unless and until the Grantor has given the Grantee notice of the facts that give rise to the failure and the Grantee has not remedied the failure within a reasonable time.

#### **8. Third party rights**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

#### **9. Governing law**

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

#### **10. Jurisdiction**

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.



### **Schedule 1 - The Rights**

The following rights are granted for the benefit of the Grantee's Property but subject always to the Easement Conditions:

- (a) The right of free running and passage of Services in and through the Service Media now constructed or at any time to be constructed on through or under the Grantor's Property
- (b) The right to lay and construct new Service Media at any time in on through or under the Roadways at the Grantor's Property and in on through or under such other parts of the Grantor's Property as are intended by the Grantor to remain unbuilt upon together with the right to connect into the Service Media now constructed or at any time to be constructed in on through or under the Grantor's Property
- (c) The right to construct a connection from and to connect any road/footpath/cycleway to be laid on the Grantee's Property to the Roadways
- (d) The right (with or without surveyors, agents, workmen, machinery and materials) to enter and for so long as is reasonably necessary remain on so much of the unbuilt parts of the Grantor's Property as is reasonably necessary for the purpose of exercising its right contained in paragraphs (b) and (c) hereof and thereafter inspecting, cleansing, maintaining, altering, testing, replacing, repairing and renewing such Service Media and road/footpath/cycleway connection
- (e) The right to pass and repass at all times and for all purposes to and from the Grantee's Property over the Roadways at the Grantor's Property such passage and repassage to be with or without motor and other vehicles (and in the case of footpaths on foot only)
- (f) In the event that the Grantor has not constructed and/or completed construction of such of the Roadways on the Grantor's Property as serve or are intended to serve the Grantee's Property prior to the date hereof, the right with or without contractors plant and machinery to enter on such parts of the Grantor's Property as are reasonably necessary for the purposes of, at the Grantee's cost, constructing, inspecting, repairing and/or maintaining such Roadways to adoptable standards
- (g) In the event that the Grantor has not laid such of the Service Media at the Grantor's Property as serve or are intended to serve the Grantee's Property prior to the date hereof, the right with or without contractors plant and machinery to enter on such parts of the Grantor's Property as are reasonably necessary for the purposes of, at the Grantee's cost, laying, connecting into, inspecting, repairing and/or maintaining and renewing any Service Media laid or to be laid under the Grantor's Property

## **Schedule 2 - Grantee's covenants**

The Grantee shall:

### **1. Statutory requirements**

Comply with all laws governing the exercise of the Rights.

### **2. Damage**

Not (save as may be reasonably necessary for the purpose of exercising the rights granted in paragraphs (b) (c) (d) (f) and/or (g) of Schedule 1) cause any damage to the Grantor's Property, or to any property of the owners or occupiers of the Grantor's Property, and shall as soon as possible make good any damage caused to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.

### **3. Nuisance**

Not cause any nuisance, annoyance or unnecessary disturbance to the Grantor or users or occupiers of the Grantor's Property, or of any neighbouring land, or to any other person entitled to exercise the Rights in common with the Grantee.

### **Schedule 3 - Grantor's covenants**

The Grantor shall:

#### **1. Nuisance**

Not do anything or allow anything to be done on the Grantor's Property that interferes with, or obstructs the exercise of the Rights by the Grantee, (provided that any temporary interference or obstruction caused by the Grantor in undertaking development on the Grantor's Property and/or in laying Roadways and/or Service Media to serve the Grantor's Property and/or adjoining or neighbouring land shall not be a breach of this covenant) and provided further that the Grantor may divert stop up rebuild or alter within the Grantor's Property the route of any Roadways and Service Media (but not the connection points with the Grantee's Property) provided that such alternative routes are not materially less convenient to the Grantee.

#### **2. Infrastructure Agreements**

On request by the Grantee insofar as it is able (at the Grantee's cost) within 10 working days of receipt of documentation in a form which complies with this paragraph 2 in its capacity as landowner of the Grantor's Property enter into any Infrastructure Agreements as may reasonably be required to ensure the construction maintenance and (where appropriate) adoption of roads, footpaths, sewers and the provision of utility services including without limitation water, gas, electric, telephone and fibre optic services on the Grantor's Property serving the Grantee's Property subject to being indemnified against all reasonable and proper legal costs and expenses in completing such Infrastructure Agreements and subject to being indemnified against all costs claims demands actions proceedings losses and expenses and liability arising from such agreements and subject to the form of the Infrastructure Agreements being approved by the Grantor (acting reasonably and without delay) in advance insofar as it relates to or affects the Grantor's Property.

Executed as a Deed by )

[ ] )

acting by two directors or by )

one director and its secretary )

.....

Director

.....

Director/Secretary

[ADD ATTESTATION FOR GRANTEE]

### APPENDIX 3

#### HM Land Registry Consent

To: HM Land Registry

#### CONSENT TO REGISTRATION OF EASEMENTS

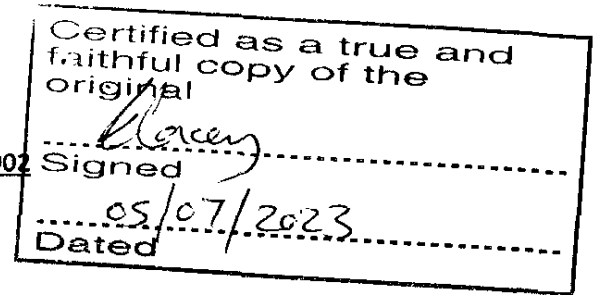
<b>Property</b>	The freehold property being Land at Oakley Farm, Priors Road, Cheltenham registered with absolute title under the Title Number
<b>Title Number</b>	<i>To be allocated (formerly GR215822)</i>
<b>Disposal</b>	Any "Exempted Disposition" falling within item (vii) of the definition of "Exempted Disposition" in a Legal Charge dated the same date as this consent made between (1) Vistry Homes Limited and (2) Robert Hitchins Limited
<b>Easements</b>	The rights granted in the Disposal for the benefit of the Disposal over the Property
<b>Date</b>	

Robert Hitchins Limited consents to the registration of the Easements.

Signed by

.....  
For and on behalf of Robert Hitchins Limited

**HM LAND REGISTRY**  
**LAND REGISTRATION ACT 2002**



COUNTY: Gloucestershire

TITLE NOS: TBA (formerly GR215822)

PROPERTY: Land at Oakley Farm, Priors Road, Cheltenham

DATE: 3 July 2023

**Parties**

- (1) **VISTRY HOMES LIMITED** (company registration No: 00397634) whose registered office is at 11 Tower View, Kings Hill, West Malling ME19 4UY (the "Chargor")
  
- (2) **ROBERT HITCHINS LIMITED** (company registration No: 686734) whose registered office is at The Manor, Boddington, Cheltenham, Gloucestershire GL51 0TJ (the "Chargee")

**Definitions**

1. In this Legal Charge the following expressions shall have the following meanings:

"Agreement"	means the agreement dated 31 March 2023 and made between the Chargee (1) and the Chargor (2)
"Charge"	means the legal charge created by this Legal Charge
"Deed of Easement"	means a deed of easement substantially in the form annexed to this Legal Charge at Appendix 2 subject to any amendments agreed between the parties pursuant to clause 17
"Deed of Release"	means a Land Registry form DS3 or DS1 (or any form amending or replacing the same) together with the release of any restriction imposed by or in respect of the Charge

"Event of Default"	means each of the events or circumstances set out in the Schedule
"Exempted Disposition"	<p>means any one or more of the following:</p> <ul style="list-style-type: none"> <li>(i) a disposition to a Relevant Authority pursuant to an obligation in any service or utility agreement and/or in connection with the provision of services including, without limitation, for an electricity substation, gas governor, sewage or water pumping station, drainage balancing device, telecoms mast or aerial, energy centres or other similar matters;</li> <li>(ii) a disposition of land to an affordable housing provider (either with completed dwellings on the entirety of the said land or without completed dwellings on the entirety of the said land where the disposition is a land sale with build contract transaction);</li> <li>(iii) the grant of any wayleave or easement or the like to a third party which is reasonably and properly required for the purposes of the development of the Property and/or the Retained Land or any part of it;</li> <li>(iv) a disposition of land to a local planning authority or other Relevant Authority pursuant to a condition in the Planning Permission or any associated planning obligation or reserved matters; or</li> <li>(v) a disposition of general open space or a play area or infrastructure or landscaping or lighting, security gates and the like that are ancillary to the use or</li> </ul>

	occupation of a dwelling to a Relevant Authority or a management company;
(vi)	the grant of a wayleave or easement or the like which is granted pursuant to any of the disposals at paragraphs (i) to (v) (inclusive) of this definition;
(vii)	the grant of any easements or rights over any part of the Property comprising roads, sewers and service installations or common areas for their ordinary use
"First Instalment"	means Five Million Pounds (£5,000,000.00)
"First Instalment Date"	5 January 2024
"Infrastructure Agreement"	means any agreement under section 106 of the Town and Country Planning Act 1990, the Local Government (Miscellaneous Provisions) Act 1982, section 38 and/or section 278 of the Highways Act 1980, section 104 of the Water Industry Act 1991 or otherwise relating to the Property or any part of it and/or any agreement (including wayleaves) or deeds with regard to the development of or the provision of access drainage or services to the Property or any part of it
"Instalment"	the First Instalment the Second Instalment and the Third Instalment or any of them, as the context requires
"Interest Rate"	2% per annum above the base lending rate from time to time of The Bank of England in force from day to day
"Land Registry Documents"	means all such forms (including Land Registry forms RX3 and RX4) and documents duly signed and completed as may be required to procure the removal of any restriction on the registers of title to the Property that has been entered



	<p>pursuant to any provision of this Legal Charge or to ensure that it is not registered against the title to any part of the Property that is either comprised in an Exempted Disposition or which is released pursuant to clause 6 and/or clause 7 of this Legal Charge</p>
"Plan"	the plan annexed to this Legal Charge at Appendix 1
"Planning Permission"	<p>planning permission allowed on appeal by the Secretary of State with appeal reference APP/B1605/W/21/3273053 pursuant to outline application 20/01069/OUT for development comprising up to 250 residential dwellings, associated infrastructure, ancillary facilities, open space and landscaping, demolition of existing buildings and creation of new vehicular access from Harp Hill and any modification or variation thereto;</p>
"Property"	<p>the land at Oakley Farm, Priors Road, Cheltenham which is shown coloured yellow, pink and purple on the Plan less (at the relevant time) any part of such land previously released from this Charge by the Chargee in accordance with the provisions of this Legal Charge either as an Exempted Disposition or pursuant to the provisions of clause 6</p>
"Release Area"	<p>the part of the Property coloured yellow or coloured pink or coloured purple on the Plan to be released upon payment of the First Instalment or the Second Instalment or the Third Instalment respectively</p>
"Relevant Authorities"	<p>the local county highway and planning authorities gas water electricity cable television and telecommunications companies and any other authority company utility body corporation or</p>

organisation (including a management company set up for the purpose) concerned with the grant of planning permission the control of development the adoption of roads and drainage systems and maintenance of open space and ponds or the provision of utility services (including telecoms masts or aerials) and "Relevant Authority" means any one of them as the context may admit

"Restriction"	the restriction set out in clause 5 of this Legal Charge
"Retained Land"	the land at Oakley Farm, Priors Road, Cheltenham owned by the Chargor on the date of completion of a Deed of Easement (but excluding the Property)
"Second Instalment"	Two Million Five Hundred Thousand Pounds (£2,500,000.00)
"Second Instalment Date"	4 July 2024
"Third Instalment"	Two Million Five Hundred Thousand Pounds (£2,500,000.00)
"Third Instalment Date"	6 January 2025
"Working Day"	any day other than Saturday, Sunday and any bank or public holiday and excluding any day from and including 24 – 31 December

- 1.2 Words importing one gender includes all other genders and words importing the singular includes the plural and vice versa.
- 1.3 Any reference to a statute or order in this Legal Charge shall include any statutory extension, modification, or re-enactment of such statute or order and any regulations, orders, notices, codes of practice or guidance which are thereunder.
- 1.4 References in this Legal Charge to any clause sub-clause schedule or appendix without further designation shall be construed as a reference to the clause sub-clause schedule or appendix to this Legal Charge so numbered and references to paragraphs are to paragraphs of the relevant schedule.

- 1.5 Unless specifically provided otherwise in this Legal Charge, references to the Property, the Retained Land and the Release Land means to the whole and each and every part of the Property, the Retained Land and the Release Land as applicable.
- 1.6 The clause paragraph and schedule headings do not form part of this Legal Charge and shall not be taken into account in its construction or interpretation.
- 1.7 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.8 Unless specifically provided otherwise in this Legal Charge anything requiring either parties consent or approval under this Legal Charge shall be deemed to have such consent or approval if no representations are received by the requesting party within 15 working days of the written request for such consent or approval.
- 1.9 No provision of this Legal Charge is intended to prevent the Chargor from carrying out residential development of the Property pursuant to the Planning Permission

#### **Payments**

2. The Chargor covenants to pay:
- 2.1 the First Instalment on the First Instalment Date (or on such earlier date as the Chargor elects);
- 2.2 the Second Instalment on the Second Instalment Date (or on such earlier date as the Chargor elects); and
- 2.3 the Third Instalment on the Third Instalment Date (or on such earlier date as the Chargor elects)
- and if any such payment is not paid in full on (or before) its due date for payment, to pay interest at the Interest Rate on the amount outstanding of the relevant unpaid Instalment, such interest to be calculated from the date two days after the relevant Instalment is due to the date that the relevant Instalment is actually paid.

### The Charge

3. The Chargor with full title guarantee hereby charges the Property by way of legal mortgage with payment (in accordance with the covenants herein contained and contained in clauses 3.3.3, 3.3.4 and 3.3.5 of the Agreement) of the Instalments and other monies covenanted to be paid by the Chargor in this Legal Charge
4. The charge created by clause 3 shall constitute a first fixed charge on the Property
5. The Chargor shall apply to the Land Registry to register this Legal Charge against the registered title to the Property and seek entry in the proprietorship register of the registered title to the Property of a restriction in the following form:

*"No disposition of that part of the registered estate coloured yellow, pink and purple on the attached plan 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 3 July 2023 in favour of Robert Hitchins Limited referred to in the Charges Register or their conveyancer"*

### Releases

6. Upon receipt of the:
  - 6.1 First Instalment in cleared funds (or by the provision of a Promissory Notice in accordance with clause 9 of the Agreement) the Chargee shall execute and deliver to the Chargor a completed Deed of Release together with any necessary Land Registry Documents in respect of the yellow Release Area (including, for the avoidance of doubt, Land Registry form DS3)
  - 6.2 Second Instalment in cleared funds (or by the provision of a Promissory Notice in accordance with clause 9 of the Agreement) the Chargee shall execute and deliver to the Chargor a completed Deed of Release together

with any necessary Land Registry Documents in respect of the pink Release Area (including, for the avoidance of doubt, Land Registry form DS3)

6.3 Third Instalment in cleared funds (or by the provision of a Promissory Notice in accordance with clause 9 of the Agreement) the Chargee shall execute and deliver to the Chargor a completed Deed of Release together with any necessary Land Registry Documents in respect of the purple Release Area (being the remainder of the charged Property) (including, for the avoidance of doubt, Land Registry form DS1)

7. The Chargee shall release the Charge in relation to the land comprised in an *Exempted Disposition* by signing and delivering to the Chargor a Land Registry form DS3 in relation to such land and shall provide a written undertaking on terms acceptable to the Chargor (acting reasonably) from the Chargee's Solicitors to provide the duly executed Land Registry forms DS3 and any other Land Registry Documents promptly and in any event within ten (10) Working Days following a written request from the Chargor so that the Chargor is holding the duly executed Land Registry forms DS3 and any other Land Registry Documents prior to or on completion of the relevant Exempted Disposition
8. *Without consideration or charge to the Chargor the Chargee consents to the Chargor* entering into any Exempted Disposition and the Chargee agrees that on the date of this Legal Charge it shall deliver to the Chargor a letter addressed to HM Land Registry in the form annexed to this Legal Charge at Appendix 3 confirming its consent in accordance with this clause 8 which the Chargor may lodge at HM Land Registry.
9. It is not intended that the Restriction is carried forward onto the registered title of the freehold land transferred or leasehold title created on completion of any transfer or lease comprising an Exempted Disposition.

10. For the avoidance of doubt, the Chargee consents and agrees to the withdrawal, cancellation and/or (as appropriate) removal of the Restriction from the freehold land transferred or leasehold title created on completion of any transfer or lease comprising an Exempted Disposition.
11. If, following completion of this Legal Charge, the Chargor reasonably requires a variation of the Property then it shall serve written notice on the Chargee requesting a variation and subject to the Chargor paying the Chargee's reasonably incurred legal and valuation fees relating to the request and its implementation (whether or not it is completed) the provisions of clauses 12 to 14 shall apply.
12. The Chargor and the Chargee shall take all reasonable steps to agree a revised plan for the Property subject to the Chargee (acting reasonably) being satisfied that its security under the Charge is not materially prejudiced and in particular that the revised land proposed to be charged by the Charge provides adequate security for the balance of the Instalment then outstanding.
13. The parties shall as soon as reasonably practicable following the revised plan being agreed and the legal and valuation fees being settled in accordance with clause 11 enter into such deed or deeds as is required by way of supplemental deed or deeds in a form approved by the Chargee (such approval not to be unreasonably withheld or delayed) to substitute the revised plan and apply to register such variation at the Land Registry but in all respects the Charge will remain in full force and effect.
14. If the provisions of clauses 11 to 13 apply, the Chargee will agree to a variation of the Restriction whether by the withdrawal of the existing Land Registry restriction and the registration of a new Land Registry restriction or however required by the Land Registry to give effect to such variation.

**Statutory powers**

15. Exercise of statutory powers:

- 15.1 Section 103 of the Law of Property Act 1925 shall not apply to the Charge
- 15.2 This Legal Charge shall be immediately enforceable any time after:
- 15.2.1 the First Instalment has become due and payable pursuant to clause 2.1 and has not been paid (unless its failure to pay is caused by an administrative error or technical problem and payment is made within 3 Working Days of the First Instalment Date); and/or
- 15.2.2 the Second Instalment has become due and payable pursuant to clause 2.2 and has not been paid (unless its failure to pay is caused by an administrative error or technical problem and payment is made within 3 Working Days of the Second Instalment Date); and/or
- 15.2.3 the Third Instalment has become due and payable pursuant to clause 2.3 and has not been paid (unless its failure to pay is caused by an administrative error or technical problem and payment is made within 3 Working Days of the Third Instalment Date); and/or
- 15.2.5 an Event of Default occurs
- and the power of sale as amended or varied by this Legal Charge shall become exercisable without the restrictions contained in that Act as to the giving of notice or otherwise
16. Extension of statutory powers
- 16.1 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Chargee may reasonably think fit
- 16.2 By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Chargee shall at any time or times hereafter (and whether or not it has entered into or is in possession of the Property)

be entitled to grant or vary or reduce any sum payable under or accept surrenders of leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as he shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 section 99 and 100 shall be deemed to have been enacted with the omission of section 99(18) and 100(12)

- 16.3 At any time after the Charge has become enforceable the Chargee may at its absolute discretion exercise any power which a receiver appointed by it could exercise

#### **Deed of Easement**

17. In the event that the Charge becomes enforceable:

- 17.1 the Chargor and the Chargee shall as soon as practicable (and in any event within 10 Working Days of a written request by the Chargee) agree the final form of a Deed of Easement for the benefit of each of the Property (less any part of the Property released from the Charge at the relevant time) and the Retained Land; and

- 17.2 on completion of the sale of the Property pursuant to the power of sale conferred on the Chargee pursuant to this Legal Charge:

17.2.1 the Chargor and the Chargee will complete a Deed of Easement with easements being granted out of the Retained Land for the benefit of the Property (less any part of the Property released from the Charge at the relevant time); and

17.2.2 the Chargee and the Chargor will complete a Deed of Easement with easements being granted out of the Property (less any part of the Property



released from the Charge at the relevant time) for the benefit of the Retained Land.

**Infrastructure Agreements**

18. The Chargee covenants with the Chargor that if reasonably requested by the Chargor the Chargee will, at the Chargor's cost, within 10 Working Days of the date of the Chargor's request:

18.1 enter into any Infrastructure Agreement as Chargee only in order to consent to and acknowledge its terms provided that no liability or other obligations of any nature shall thereby be placed on the Chargee under such Infrastructure Agreement; and

18.2 provide such written consent as is required under the terms of the Restriction so as to enable the Infrastructure Agreement to be registered against the title to the Property (if appropriate)

**Assignment and Transfer**

19. The Chargee shall not assign or transfer or otherwise deal with any or all of its rights and obligations under this Legal Charge or enter into any transaction which would result in any of those rights or obligations passing to a third party

## SCHEDULE

*Each of the following events or circumstances shall be an Event of Default:*

- (i) the commencement of a voluntary winding-up in respect of the Chargor except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies; or
- (ii) the making of a non voluntary winding-up order in respect of the Chargor;
- (iii) a composition, compromise, assignment or arrangement with any creditor of the Chargor (other than any composition, compromise, assignment or arrangement entered into in connection with the re-financing and/or restructuring of liabilities owed by the Chargor); or
- (iv) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor; or
- (v) the enforcement of any security over the Property (save for any enforcement by the Chargee); or
- (vi) the Chargor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.

IN WITNESS whereof the parties have executed this Legal Charge as a Deed

EXECUTED as a DEED by )  
VISTRY HOMES LIMITED )  
acting by [ ] )  
and [ ] )  
as Attorneys for and on behalf of )  
Vistry Homes Limited under a )  
Power of Attorney )  
dated 11 November 2022 )  
in the presence of:

[Signature of Witness]

Name:

Address:

Occupation:

[Signature of Witness]

Name:

Address:

Occupation:

[Signature of Attorney]


Name:

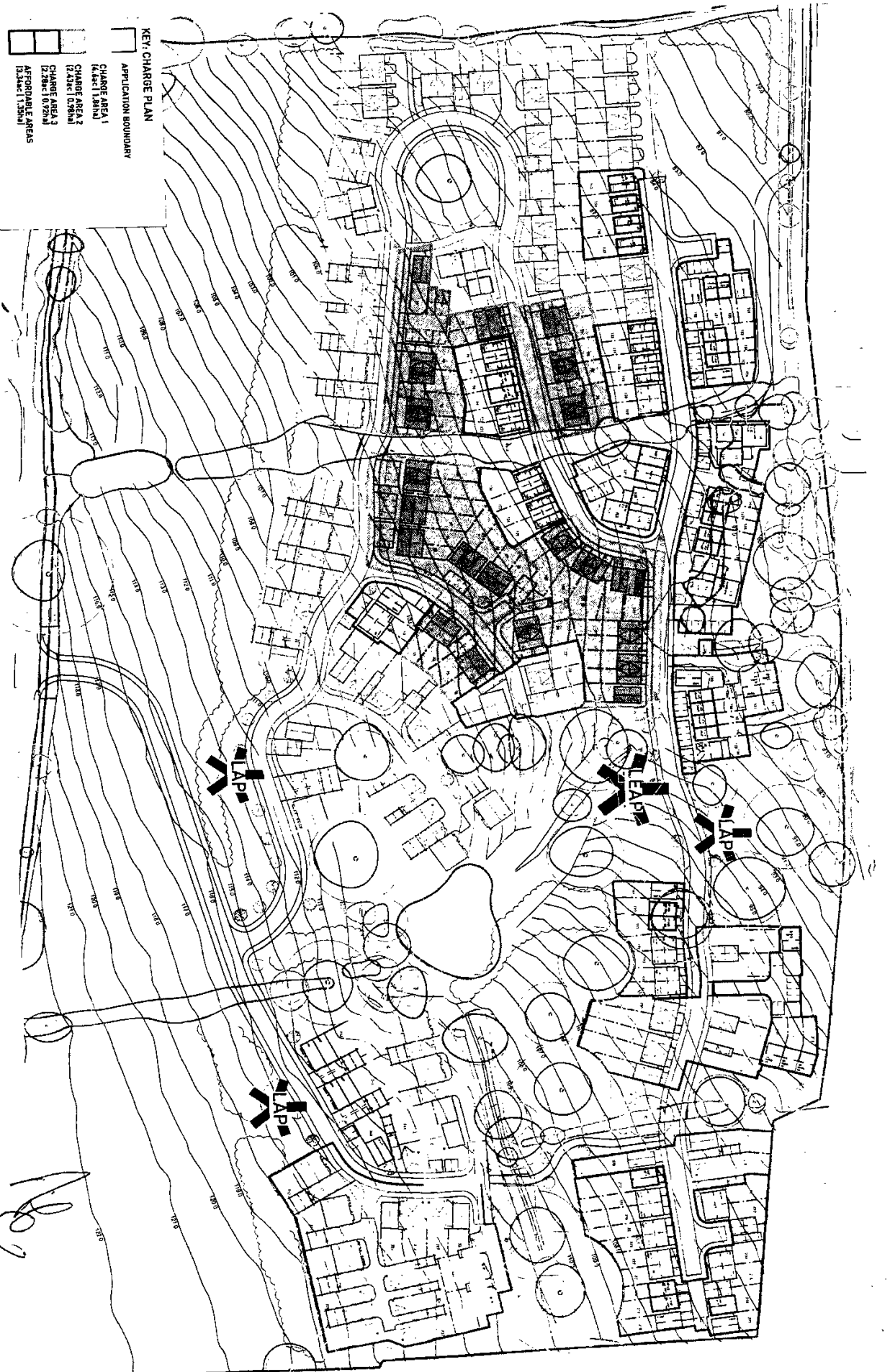
[Signature of Attorney]

Name:

Executed as a Deed by the affixing )  
of the COMMON SEAL of )  
ROBERT HITCHINS LIMITED )  
in the presence of: )

Director 

Director/Secretary 



# Harp Hill, Battledown, Cheltenham – Charge Plan

PEGASUS  
GROUP

PROJECT: HARP HILL, BATTLADOW, CHELTENHAM | TEAM: PEGASUS GROUP | APPROVED BY: N/A | DATE: 20/03/2023 | SCALE: 1:2500 | DRAWN: P22-303, R.E. 01, 06-2 | CLIENT: VARY COMMUNITY

**APPENDIX 2**

**Deed of Easement**

**Dated**

**20[ ]**

-----

**Deed of Easement**

relating to

**Land at Oakley Farm, Priors Road, Cheltenham**

between

**[Grantor]**

and

**[Grantee]**

This deed is dated

20[ ]

**HM LAND REGISTRY**

**LAND REGISTRATION ACTS 1925 to 2002**

**Grantor's Title Number: TBA**

**Grantee's Title Number: TBA** *[insert such titles as are required by the Grantee to benefit from this easement]*

**Administrative Area: Gloucestershire: Cheltenham**

#### **PARTIES**

(1) [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] OR [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] (**Grantor**).

(2) [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] OR [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] (**Grantee**).

#### **BACKGROUND**

1. The Grantor owns the freehold interest in the Grantor's Property and the Grantee owns the freehold interest in the Grantee's Property.
2. The Grantor has agreed to grant the Rights to the Grantee for the benefit of the Grantee's Property on the terms contained in this deed.

#### **AGREED TERMS**

##### **1. Interpretation**

The following definitions and rules of interpretation apply in this deed.

##### **1.1 Definitions:**

**Easement Conditions: the following:**

- (i) all requisite consents from any relevant service authority or competent authority for connection or other works pursuant to the rights shall be obtained by the person exercising the rights before effecting the same
- (ii) any rights of entry on land shall be on reasonable prior notice and at reasonable times except in the case of an emergency

- (iii) the persons exercising the rights shall cause as little damage and disturbance as reasonably possible and shall make good all damage caused as soon as reasonably practicable to the Grantor's reasonable satisfaction

**Grantee's Covenants:** the covenants set out in Schedule 2.

**Grantee's Property:** all that land at Oakley Farm, Priors Road, Cheltenham registered at HM Land Registry under title number *[TBA - insert such titles as are required by the Grantee to benefit from this easement]* and shown edged blue on the Plan *[NB Edge blue on the Plan]*

**Grantor's Covenants:** the covenants set out in Schedule 3.

**Grantor's Property:** all that land at Oakley Farm, Priors Road, Cheltenham registered at HM Land Registry under title number *[TBA – insert such titles as will be subject to the rights granted by this easement]* and shown edged red on the Plan *[NB Edge red on the Plan]*

**Infrastructure Agreement:** any agreement under section 106 of the Town and Country Planning Act 1990, the Local Government (Miscellaneous Provisions) Act 1982, section 38 and/or section 278 of the Highways Act 1980, section 104 of the Water Industry Act 1991 or otherwise and/or any agreement (including wayleaves) or deeds with regard to the development of or the provision of access drainage or services

**Plan:** the plan annexed to this deed *[NB Plan to be coloured as set out above in the definitions of Grantee's Property and Grantor's Property]*.

**Rights:** the rights set out in Schedule 1.

**Roadways:** roads cycleways and/or footpaths including (without limitation) carriageways roundabouts junctions footways visibility splays verges landscaping and/or street furniture and/or any other ancillary and/or associated works (but excluding shared access areas which are not intended to be made available for public use).

**Services:** means foul and surface water drainage, water, gas, electricity and telecommunications (including cable television) services

**Service Media:** means conducting media and facilities for the Services including (but not limited to) pipes sewers drains watercourses ditches ponds culverts channels wires cables and all other transmission media for the Services and pumping stations, electricity sub-stations and gas governors

- 1.2 Any reference to the Grantor or Grantee shall include that party's personal representatives, successors in title or permitted assigns.
- 1.3 Clause, Schedule and paragraph headings shall not affect the interpretation of this deed.
- 1.4 Except where a contrary intention appears, references to clauses and Schedules are to the clauses and Schedules of this deed and reference to paragraphs are to paragraphs of the relevant Schedule.

- 1.5 The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.
- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.9 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.10 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.12 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

## **2. Grant**

- 2.1 In consideration of the covenant given by the Grantee in clause 4 the Grantor with full title guarantee grants to the Grantee the Rights in fee simple for the benefit of the Grantee's Property.
- 2.2 The Rights are not granted exclusively to the Grantee and are granted:
- 2.2.1 subject to any other rights of the Grantor in relation to the Grantor's Property or any adjoining or neighbouring land belonging to the Grantor, whether or not referred to in this deed; and
  - 2.2.2 in common with any other persons lawfully entitled to the Rights or to similar rights in relation to the Grantor's Property.

## **3. Grantor's covenants**

The Grantor covenants with the Grantee so as to bind the Grantor's Property into whoever's hands it may come, for the benefit of the Grantee's Property, that the Grantor and its successors in title to the Grantor's Property shall at all times observe and perform the



Grantor's Covenants (provided that the Grantor shall have no liability for any breach arising after it has parted with all interest in the Grantor's Property).

#### **4. Grantee's covenants**

The Grantee covenants with the Grantor for the benefit of the Grantor's Property, that the Grantee, its successors in title and anyone authorised by them to use the Rights shall at all times observe and perform the Grantee's Covenants (provided that the Grantee shall have no liability for any breach arising after it has parted with all interest in the Grantee's Property).

#### **5. HM Land Registry**

- 5.1 The Grantor consents to notice of the Rights being noted against the Grantor's registered title to the Grantor's Property.
- 5.2 On completion of this deed, the Grantee shall:
  - 5.2.1 apply to HM Land Registry to note the Rights against the Grantor's registered title.
  - 5.2.2 apply to HM Land Registry to enter a notice of any restrictive covenants made by the Grantee in this deed against the registered title to the Grantee's Property and to enter the Rights in the Property register of the Grantee's title as appurtenant rights.
- 5.3 As soon as possible after completion of this deed, the Grantee shall give to the Grantor official copies of the registered title to the Grantor's Property and the Grantee's Property, to show that the Rights have been properly and correctly entered against the respective titles.

#### **6. Indemnity**

The Grantee shall indemnify the Grantor and keep the Grantor indemnified against all liabilities, costs, expenses, damages and losses suffered or incurred by the Grantor arising out of or in connection with:

- 6.1 the exercise of the Rights;
- 6.2 any breach of any of the Grantee's Covenants;
- 6.3 any breach of the terms of this deed;
- 6.4 by the Grantee, or by any occupier of the Grantee's Property or by an employee or invitee of the Grantee, or by any other person who is allowed or permitted by the Grantee to exercise the Rights.

#### **7. Joint and several liability**

- 7.1 Where the Grantor comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantor arising under this deed. The Grantee may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 7.2 Where the Grantee comprises more than one person, those persons shall be jointly and severally liable for the obligations and liabilities of the Grantee arising under this deed. The Grantor may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of those persons without affecting the liability of any other of them.
- 7.3 The Grantor shall not be liable to the Grantee for any failure of the Grantor to comply with the Grantor's Covenants unless and until the Grantee has given the Grantor notice of the facts that give rise to the failure and the Grantor has not remedied the failure within a reasonable time.
- 7.4 The Grantee shall not be liable to the Grantor for any failure of the Grantee to comply with the Grantee's Covenants unless and until the Grantor has given the Grantee notice of the facts that give rise to the failure and the Grantee has not remedied the failure within a reasonable time.

#### **8. Third party rights**

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this deed.

#### **9. Governing law**

*This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.*

#### **10. Jurisdiction**

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS whereof this document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

### **Schedule 1 - The Rights**

The following rights are granted for the benefit of the Grantee's Property but subject always to the Easement Conditions:

- (a) The right of free running and passage of Services in and through the Service Media now constructed or at any time to be constructed on through or under the Grantor's Property
- (b) The right to lay and construct new Service Media at any time in on through or under the Roadways at the Grantor's Property and in on through or under such other parts of the Grantor's Property as are intended by the Grantor to remain unbuilt upon together with the right to connect into the Service Media now constructed or at any time to be constructed in on through or under the Grantor's Property
- (c) The right to construct a connection from and to connect any road/footpath/cycleway to be laid on the Grantee's Property to the Roadways
- (d) The right (with or without surveyors, agents, workmen, machinery and materials) to enter and for so long as is reasonably necessary remain on so much of the unbuilt parts of the Grantor's Property as is reasonably necessary for the purpose of exercising its right contained in paragraphs (b) and (c) hereof and thereafter inspecting, cleansing, maintaining, altering, testing, replacing, repairing and renewing such Service Media and road/footpath/cycleway connection
- (e) The right to pass and repass at all times and for all purposes to and from the Grantee's Property over the Roadways at the Grantor's Property such passage and repassage to be with or without motor and other vehicles (and in the case of footpaths on foot only)
- (f) In the event that the Grantor has not constructed and/or completed construction of such of the Roadways on the Grantor's Property as serve or are intended to serve the Grantee's Property prior to the date hereof, the right with or without contractors plant and machinery to enter on such parts of the Grantor's Property as are reasonably necessary for the purposes of, at the Grantee's cost, constructing, inspecting, repairing and/or maintaining such Roadways to adoptable standards
- (g) In the event that the Grantor has not laid such of the Service Media at the Grantor's Property as serve or are intended to serve the Grantee's Property prior to the date hereof, the right with or without contractors plant and machinery to enter on such parts of the Grantor's Property as are reasonably necessary for the purposes of, at the Grantee's cost, laying, connecting into, inspecting, repairing and/or maintaining and renewing any Service Media laid or to be laid under the Grantor's Property

## **Schedule 2 - Grantee's covenants**

The Grantee shall:

### **1. Statutory requirements**

Comply with all laws governing the exercise of the Rights.

### **2. Damage**

Not (save as may be reasonably necessary for the purpose of exercising the rights granted in paragraphs (b) (c) (d) (f) and/or (g) of Schedule 1) cause any damage to the Grantor's Property, or to any property of the owners or occupiers of the Grantor's Property, and shall as soon as possible make good any damage caused to the Grantor's reasonable satisfaction and pay full compensation to the Grantor in respect of any damage caused that is not made good and any loss caused to the Grantor due to such damage.

### **3. Nuisance**

Not cause any nuisance, annoyance or unnecessary disturbance to the Grantor or users or occupiers of the Grantor's Property, or of any neighbouring land, or to any other person entitled to exercise the Rights in common with the Grantee.

### **Schedule 3 - Grantor's covenants**

The Grantor shall:

#### **1. Nuisance**

Not do anything or allow anything to be done on the Grantor's Property that interferes with, or obstructs the exercise of the Rights by the Grantee, (provided that any temporary interference or obstruction caused by the Grantor in undertaking development on the Grantor's Property and/or in laying Roadways and/or Service Media to serve the Grantor's Property and/or adjoining or neighbouring land shall not be a breach of this covenant) and provided further that the Grantor may divert stop up rebuild or alter within the Grantor's Property the route of any Roadways and Service Media (but not the connection points with the Grantee's Property) provided that such alternative routes are not materially less convenient to the Grantee.

#### **2. Infrastructure Agreements**

On request by the Grantee insofar as it is able (at the Grantee's cost) within 10 working days of receipt of documentation in a form which complies with this paragraph 2 in its capacity as landowner of the Grantor's Property enter into any Infrastructure Agreements as may reasonably be required to ensure the construction maintenance and (where appropriate) adoption of roads, footpaths, sewers and the provision of utility services including without limitation water, gas, electric, telephone and fibre optic services on the Grantor's Property serving the Grantee's Property subject to being indemnified against all reasonable and proper legal costs and expenses in completing such Infrastructure Agreements and subject to being indemnified against all costs claims demands actions proceedings losses and expenses and liability arising from such agreements and subject to the form of the Infrastructure Agreements being approved by the Grantor (acting reasonably and without delay) in advance insofar as it relates to or affects the Grantor's Property.

Executed as a Deed by )  
( )  
acting by two directors or by )  
one director and its secretary )

.....

*Director*

.....

*Director/Secretary*

[ADD ATTESTATION FOR GRANTEE]

**APPENDIX 3**

**HM Land Registry Consent**

To: HM Land Registry

**CONSENT TO REGISTRATION OF EASEMENTS**

<b>Property</b>	The freehold property being Land at Oakley Farm, Priors Road, Cheltenham registered with absolute title under the Title Number
<b>Title Number</b>	<i>To be allocated (formerly GR215822)</i>
<b>Disposal</b>	Any "Exempted Disposition" falling within item (vii) of the definition of "Exempted Disposition" in a Legal Charge dated the same date as this consent made between (1) Vistry Homes Limited and (2) Robert Hitchins Limited
<b>Easements</b>	The rights granted in the Disposal for the benefit of the Disposal over the Property
<b>Date</b>	

Robert Hitchins Limited consents to the registration of the Easements.

Signed by

.....  
For and on behalf of Robert Hitchins Limited

