



**Registration of a Charge**

Company Name: **COUNTRYSIDE PROPERTIES (UK) LIMITED**

Company Number: **00614864**



Received for filing in Electronic Format on the: **05/04/2023**

XC0SFFEJ

**Details of Charge**

Date of creation: **31/03/2023**

Charge code: **0061 4864 1184**

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

Brief description: **PROPERTY KNOWN AS PHASE 3 FAIRHAM WHICH IS EDGED RED ON THE PLAN MARKED WITHIN TITLE NUMBER NT554804**

**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: **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**



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

Company number: 614864

Charge code: 0061 4864 1184

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2023 and created by COUNTRYSIDE PROPERTIES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th April 2023 .

Given at Companies House, Cardiff on 12th April 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



# Homes England

Homes England's standard Legal Charge securing deferred payments and/or overage

## Legal Charge in respect of land at Phase 3 Fairham

Dated 31 MARCH 2023

**Countryside Properties (UK) Limited**  
(Developer)

**Homes and Communities Agency (trading as Homes England)**  
(Homes England)

CAUTION – If given by a company this charge MUST be registered at Companies House within 21 days of completion.

Homes England  
One Friargate  
Coventry  
CV1 2GN

We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006

*Eversheds Sutherland (International) LLP*  
.....  
Eversheds Sutherland (International) LLP

OFFICIAL

## Legal Charge

Dated

31 MARCH 2023

Between

- (1) **Countryside Properties (UK) Limited** (Company Registration No. 00614864) whose registered office is situate at Countryside House The Drive Brentwood Essex (Developer); and
- (2) **Homes and Communities Agency** (trading as **Homes England**) of One Friargate, Coventry CV1 2GN (hereinafter called **Homes England**).

### 1 Definitions

In this Legal Charge the following definitions apply:

**Agreement for Lease** means an agreement for lease dated 30 March 2021 made between (1) Homes and Communities Agency (trading as Homes England) and (2) the Developer as varied by a variation made between the same parties of even date

**Building Lease** means a building lease of even date made between (1) Homes and Communities Agency (trading as Homes England) and (2) the Developer

**Price** has the same meaning ascribed to it in the Agreement for lease

**Property** means the 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 Developer shall include their respective successors and assigns (including in the case of Homes England statutory successors).

### 3 Legal Charge

The Developer 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 Building Lease and the payment of the Price pursuant to the Agreement for Lease at clause 3.

### 4 Payment covenants

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

- (a) all sums becoming due under the Building Lease;

- (b) 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 Developer covenants with Homes England:

- (a) to keep the Property and all additions in good repair to maintain the decorations in good order and to keep the gardens in a proper state of cultivation having regard to its status as a development site;
- (b) to insure the Property and all buildings thereon in an insurance office of repute against the risks comprised in the usual householders policy of the nominated office (if any) or otherwise as reasonably required by Homes England and in an amount at least equal to the full value thereof and to note Homes England's interest on such policy;
- (c) to lodge a copy of the policy of insurance with Homes England and promptly to forward any later endorsements to Homes England and to produce to Homes England within 14 days of each renewal date the premium receipt or other proof of payment;
- (d) to expend all sums payable under any policy of insurance (whether or not maintained under this sub-clause) at the option of Homes England in making good the damage leading to the payment or in reduction of the capital debt outstanding under this Legal Charge;
- (e) to pay all rates taxes assessments and outgoings charged upon or otherwise payable in respect of the Property;
- (f) to use the Property for residential purposes only and to comply with all statutory requirements affecting the Property;
- (g) 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;
- (h) 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;
- (i) 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;
- (j) not to sell, lease, licence or otherwise dispose of the Property other than by way of disposals of individual residential units unless otherwise approved by Homes England in writing.

## **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 Developer and the 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 Developer 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 Developer immediately on the happening of any one or more of the following events:

- (a) default on the part of the Developer in observing or fulfilling any of its obligations under this Legal Charge or the Building Lease;
- (b) if a distress or execution is levied or issued against any property of the Developer or any steps are taken by any person to enforce any rights in respect of the same; or
- (c) if the Developer enters into liquidation whether compulsory or voluntary (except for the purpose of reconstruction or amalgamation) or makes any composition with creditors.

**8 Consolidation**

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

**9 Security power of attorney**

The Developer 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 Developer and in the Developer's name and otherwise on the Developer'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 Developer whether pursuant to this Legal Charge or by law.

**10 Restriction**

The Developer 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 ~~insert date of Legal Charge~~ 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).

ES  
31 MARCH  
2023

**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.

IN WITNESS whereof this document has been executed as a Deed by the parties hereto but is not intended to have legal affect until it has been unconditionally delivered and dated.

**EXECUTED as a Deed by**  
**COUNTRYSIDE PROPERTIES (UK) LIMITED**  
in exercise of the powers conferred  
on them by a Power of Attorney  
dated 2022

Full Name of Attorney:  
Signature of Attorney:

in the presence of:

Witness's Signature:  
Witness's Full Name:  
Witness's Address:  
Witness's Occupation:

Full Name of Attorney:  
Signature of Attorney:

in the presence of:

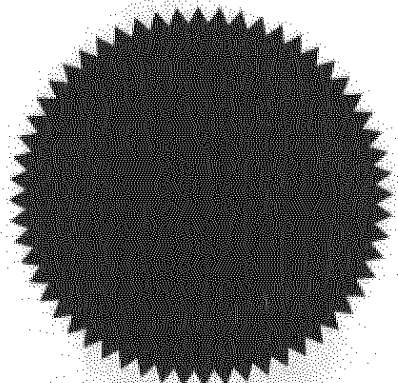
Witness's Signature:  
Witness's Full Name:  
Witness's Address:  
Witness's Occupation:

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

26 10 22

)  
)  
)  
[Redacted]  
Authorised Signatory

Y. Morris



## **Schedule**

**Land means all that land situate at Phase 3 Fairham which is edged red on the plan marked to the Building Lease and comprised within part of title number NT554804**





# Homes England

Homes England's standard Legal Charge securing deferred payments and/or overage

## Legal Charge in respect of land at Phase 3 Fairham

Dated 31 MARCH 2023

**Countryside Properties (UK) Limited**  
(Developer)

**Homes and Communities Agency (trading as Homes England)**  
(Homes England)

CAUTION – If given by a company this charge MUST be registered at Companies House within 21 days of completion.

Homes England  
One Friargate  
Coventry  
CV1 2GN

We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006

*Eversheds Sutherland (International) LLP*

Eversheds Sutherland (International) LLP

## Legal Charge

Dated 31 MARCH 2023

### Between

- (1) **Countryside Properties (UK) Limited** (Company Registration No. 00614864) whose registered office is situate at Countryside House The Drive Brentwood Essex (Developer); and
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- (c) to lodge a copy of the policy of insurance with Homes England and promptly to forward any later endorsements to Homes England and to produce to Homes England within 14 days of each renewal date the premium receipt or other proof of payment;
- (d) to expend all sums payable under any policy of insurance (whether or not maintained under this sub-clause) at the option of Homes England in making good the damage leading to the payment or in reduction of the capital debt outstanding under this Legal Charge;
- (e) to pay all rates taxes assessments and outgoings charged upon or otherwise payable in respect of the Property;
- (f) to use the Property for residential purposes only and to comply with all statutory requirements affecting the Property;
- (g) 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;
- (h) 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;
- (i) 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;
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- (a) default on the part of the Developer in observing or fulfilling any of its obligations under this Legal Charge or the Building Lease;
- (b) if a distress or execution is levied or issued against any property of the Developer or any steps are taken by any person to enforce any rights in respect of the same; or
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## Schedule

**Land** means all that land situate at Phase 3 Fairham which is edged red on the plan marked to the Building Lease and comprised within part of title number NT554804



EXECUTED as a Deed by  
COUNTRYSIDE PROPERTIES (UK) LIMITED  
in exercise of the powers conferred  
on them by a Power of Attorney  
dated 27 MARCH 2022

Full Name of Attorney: MARTIN HARRISON  
Signature of Attorney: [REDACTED]

in the presence of:

Witness's Signature: [REDACTED]  
Witness's Full Name: THOMAS HEADLEY  
Witness's Address: [REDACTED]  
Witness's Occupation: [REDACTED]

Full Name of Attorney: Adam Daniels  
Signature of Attorney: [REDACTED]

in the presence of:

Witness's Signature: [REDACTED]  
Witness's Full Name: THOMAS HEADLEY  
Witness's Address: [REDACTED]  
Witness's Occupation: DEVELOPMENT MANAGER

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

)  
)  
)  
Authorized Signatory