



Registration of a Charge

Company name: **LINDEN LIMITED**

Company number: **01108676**

Received for Electronic Filing: **07/01/2019**



X7WMA57Z

Details of Charge

Date of creation: **03/01/2019**

Charge code: **0110 8676 0371**

Persons entitled: **HOMES AND COMMUNITIES AGENCY**

Brief description: **BLOCK M (INCLUDING PLOTS 255-268 INCLUSIVE) AT GREYFRIARS QUARTER, GLOUCESTER AS SHOWN EDGED RED ON THE PLAN ANNEXED TO THE INSTRUMENT.**

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: **SHOOSMITHS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1108676

Charge code: 0110 8676 0371

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd January 2019 and created by LINDEN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th January 2019 .

Given at Companies House, Cardiff on 9th January 2019

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Legal Charge in respect of Block M (including plots 255-268 inclusive) at Greyfriars Quarter,
Gloucester

Dated 3 January 2019

Linden Limited
(Developer)

Homes and Communities Agency
(Agency)

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

"I certify that, save for
material re-dacted pursuant
to s.859G of the Companies Act 2006
this copy instrument is a correct copy
of the original instrument"

Shrosmire LLP 7.01.2019.

Legal Charge

Dated 3 January 2019

Between

- (1) **Linden Limited** (Company Registration No. 01108676) whose registered office is situate at Cowley Business Park, Cowley, Uxbridge UB8 2AL (**Developer**); and
- (2) **Homes and Communities Agency** of Arpley House, 110 Birchwood Boulevard, Birchwood, Warrington WA3 7QH (**Agency**).

1. Definitions

In this Legal Charge the following definitions apply:

Acceleration Date means the twenty eight day after service of written notice invoking the Acceleration Date by the Agency on the Developer following:

- (a) a material breach by the Developer of the terms of this Deed or
- (b) entry by the Developer into liquidation (other than for amalgamation or reconstruction where the Developer is solvent)

Development Agreement means a Development Agreement dated 1 May 2009 made between (1) the Agency (2) the Developer and (3) Galliford Try plc and any document supplemental to it or entered into pursuant to its terms wherein the Developer covenanted to pay the Overage Payments in accordance with Schedule 4 of the Development Agreement

Disposal means any disposal or dealing (whether by way of transfer or lease or any other disposal) by the Developer of any Flat to a purchaser in accordance with the terms of the Development Agreement

Flat means a residential unit within the Property

Interest Rate means 4% per annum over the Base Rate from time to time of Barclays Bank plc

Overage Payments has the meaning ascribed to it in the Development Agreement

Property means the freehold property described in the Schedule.

2. Interpretation

- 2.1 References to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same or which has been amended, extended, consolidated or replaced by the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- 2.2 The headings of clauses are for ease of reference only and shall not affect construction.

- 2.3 References to the Agency and the Developer shall include their respective successors and assigns (including in the case of the Agency statutory successors)

3. Legal Charge

The Developer with full title guarantee charges the Property by way of first legal mortgage with payment to the Agency of all money becoming due to the Agency under the Development Agreement.

4. Payment covenants

The Developer covenants with the Agency to pay to the Agency:

- (a) all sums becoming due under the Development Agreement;
- (b) interest at the Interest Rate on all money due under this Deed from the date when such money becomes due until payment;
- (c) on demand all proper and reasonable costs and expenses incurred by the Agency in connection with the actual or intended exercise of any power of the Agency under this Legal Charge
- (d) on the Acceleration Date the balance of the Overage Payment due under the Development Agreement in respect of the Property

5. Developer's other covenants

The Developer covenants with the Agency:

- (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 the Agency and in an amount at least equal to the full value thereof and to note the Agency's interest on such policy;
- (c) to lodge a copy of the policy of insurance with the Agency and promptly to forward any later endorsements to the Agency and to produce to the Agency 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 the Agency 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 mixed residential and commercial purposes only and to comply with all statutory requirements affecting the Property;

- (g) to forward to the Agency 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 the Agency against any damage loss or liability arising from breach or non-performance thereof;
- (i) to permit the Agency 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 otherwise than in accordance with the Development Agreement.

6. The Agency's default powers

The Agency 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 the Agency 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 the Agency (including the power to appoint a receiver) shall in favour of a purchaser or other party dealing with the Agency for value arise upon the date of this Legal Charge and shall become exercisable by the Agency 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 Development Agreement;
- (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 the Agency irrevocably appoints the Agency 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 the Agency 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, 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 *[insert date of Legal Charge]* in favour of Homes and Communities Agency referred to in the charges register or their conveyancer. (Form P).

11. Release

- 11.1 Provided that the Developer has paid all sums due and payable in accordance with Clause 4, on the Disposal of each Flat the Agency will at the Developer's request and expense provide a letter of consent to enable the Disposal of the Flat to be registered at the Land Registry
- 11.2 At any time following payment by the Developer of all due under Clause 4, the Agency will (at the request of the Developer) discharge its legal charge over the Property created by Clause 3 and release the Developer from all other obligations under this Deed whereupon this Deed shall cease.

12. 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.

12. VAT

- 13.1 All money payable under this Deed is paid exclusive of Value Added Tax insofar as it is properly payable
- 13.2 In the event of Value Added Tax being chargeable on such money the Developer will on demand and upon production of a valid and proper Value Added Tax invoice pay it to the Agency at the appropriate rate.

Executed by the parties as a Deed.

Schedule

Block M (including plots 255-268 inclusive) at Greyfriars Quarter, Gloucester as shown edged red on the plan annexed hereto

SIGNED as a Deed)

by:

(Print name of Attorney)

(Print name of Attorney)
For **LINDEN LIMITED**
in the presence of:

witness signature

Name (in full)

Address: c/o Linden House,
The Jacobs Building,
Berkeley Place, Clifton,
Bristol BS8 1EH

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

Authorized Signatory

General Manager
Housing Programmes

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