Companies House

MR01(ef)

Registration of a Charge

Company Name: **BDW TRADING LIMITED**
Company Number: **03018173**

Received for filing in Electronic Format on the: **15/06/2022**

XB67K6LU

Details of Charge

Date of creation: **10/06/2022**

Charge code: **0301 8173 1328**

Persons entitled: **CHILMINGTON MANAGEMENT ORGANISATION**

Brief description:

Contains fixed charge(s).

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **WE 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: **OSBORNE CLARKE LLP**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3018173

Charge code: 0301 8173 1328

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th June 2022 and created by BDW TRADING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th June 2022 .

Given at Companies House, Cardiff on 17th June 2022

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

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED 10. 06. 2022

CHILMINGTON MANAGEMENT ORGANISATION

and

BDW TRADING LIMITED

RENTCHARGE DEED

88 Chilmington Green
2 Oxbow Court, Chilmington Green, Ashford, Kent, TN23 3UL
(Rentcharge Deed 1)

Anthony Collins Solicitors LLP

134 Edmund Street

Birmingham

B3 2ES

Reference : JMT.48103.0003

Anthony Collins
solicitors

We certify that, save for material redacted pursuant to s. 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 15 June 2022

Signed

Osborne Clarke LLP
One London Wall
London
EC2Y 5EB

OC_UK/41737079.23

DATE: 10. 06. 20 22

PARTIES:

(1) **"The Manager":** CHILMINGTON MANAGEMENT ORGANISATION (company number 12134646) whose registered office is at McCabe Ford Williams Orbital Park, Suite 1, Invicta Business Centre, Monument Way, Ashford, Kent, England, TN24 0HB;

(2) **"The Owner":** BDW TRADING LIMITED (company number 03018173) whose registered office is at Barratt House Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF;

1. **Definitions**

1.1. In this deed the following terms shall have the meanings specified:

"Base Figure"	means the Index figure for the month that is three months immediately preceding the start of the First Service Charge Year.
"Business Day"	means a day, other than a Saturday, Sunday or public holiday in England, when banks in the City of London are open for business.
"Certificate"	means the certificate referred to in clause 5.2.
"Community Buildings"	means all those buildings that are provided on the Estate for the common use and/or benefit of the owners and occupiers of all of the Estate or any of them including the buildings transferred to the Manager under the terms of a Deed of Agreement dated 27 February 2017 pursuant to Section 106 of the Town and Country Planning Act 1990 and made between Hodson Developments (Ashford) Limited and Others (1) Ashford Borough Council (2) and Kent County Council (3) or such Deed of Agreement as may be varied from time to time.
"Estate"	means the land edged red on Plan 1 (drawing number OPA 01R5) known as Chilmington Green.
"Estate Rentcharge"	means a perpetual yearly estate rentcharge of a sum computed annually to the end of each Service Charge Year equal to the amounts payable pursuant to clause 3.2 for the purposes of securing payment of the Service Charge.
"Estate Services"	means all the services which are specified in Part 1 of Schedule 1.

"Excess Service Charge"	means any sum payable from time to time pursuant to clause 3.2.4.
"Expenditure"	means the aggregate of all costs, charges, expenses and outgoings whatsoever incurred by the Manager specified in or in relation to the matters specified in Schedule 1.
"First Service Charge Year"	means the Service Charge Year current at the date of this deed.
"Fixed Rentcharge"	means a perpetual yearly estate rentcharge of £1 forever charged on and issuing out of the Property.
"Increase"	means the amount, if any, by which the Index for the month that is three months immediately preceding the start of the relevant Service Charge Year exceeds the Base Figure.
"Index"	means the monthly all items index of retail price inflation in the United Kingdom (January 1987 = 100) maintained by the Office for National Statistics of the United Kingdom (or by any government department or other body upon which duties in connection with the retail prices all items index shall have devolved) subject to clause 6.4.
"Initial Service Charge Cap"	means the sum of £502.51
"Interest"	means interest at the rate of four percentage points above the base rate from time to time of Royal Bank of Scotland (compounded with quarterly rests on the usual quarter days) during the period from the date on which the expenditure is incurred or from which the interest is expressed to run to the date of payment (before and after any judgement) and if such base rate shall for any reason cease to be used or published then interest calculated by reference to such other comparable commercial rate as may be determined by the Manager acting reasonably or in the event of dispute as may be determined by an independent person (acting as an expert and not as an arbitrator) to be nominated in the absence of agreement by or on behalf of the President for the time being of the Royal Institution of Chartered Surveyors on the application of either the Manager or the Owner.

"Interim Charge"	means such sum as shall be payable from time to time on account of the Service Charge in respect of each Service Charge Year as the Manager shall specify to be a fair and reasonable interim payment and if no sum shall be so specified there shall be paid on account a sum equal to such sum last specified by the Manager provided that the Interim Charge shall not exceed the Service Charge Cap.
"Management Areas"	means all parts of the Estate (including but not limited to roads, parking courtyards and landscaping and visitor spaces, electric car charging points and works of public art) (other than a Plot) as are not adopted by a local authority under the Local Government Act 1972 or a highway authority under the Highways Act 1980 and are provided or intended for the common use and/or benefit of the owners or occupiers of all of the Estate or any of them including without limitation all parts of the Estate the subject of the Estate Services.
"Plan 1"	means the plan of the Estate annexed to this deed named "OPA01R5".
"Plan 2"	means the plan of the Property annexed to this deed named "Conveyance Plan Plot 88".
"Plot"	means land forming part of the Estate which has been or is required under the original section 106 Deed of Agreement referred to in the definition of "Community Buildings" to be the subject of a deed of similar form (mutatis mutandis) to this deed.
"Property"	means Plot number 88 as shown edged red on Plan 2.
"Rentcharges"	means the Fixed Rentcharge and the Estate Rentcharge.
"Rentcharge Payment Dates"	means 1 April 1 July 1 October and 1 January in each year or such other date as the Manager shall determine and "Rentcharge Payment Date" shall be interpreted accordingly.
"Reserve Fund"	means the aggregate of the sums of money referred to in paragraph 5 of Part 2 of Schedule 1.

"Service Charge" means (subject to clause 5.5) a fair and proper proportion from time to time attributable to the Property of the Expenditure in respect of each and every Service Charge Year and (in respect of the Service Charge Year current at the date of this deed) such part thereof as is attributable to the period from the date of this deed up to and including March 31 next provided that such fair and proper proportion shall be determined according to the number of bedrooms in each Plot on the Estate (at the time of first occupation) or such other basis as the Manager may reasonably propose from time to time.

"Service Charge Cap" means

(a) for the First Service Charge Year the Initial Service Charge Cap; and

(b) during each Service Charge Year thereafter the Initial Service Charge Cap plus a sum that bears the same proportion to the Initial Service Charge Cap as the Increase bears to the Base Figure;

and in each year shall be inclusive of VAT.

"Service Charge Year" means the period commencing on April 1 in every year and ending on the following March 31 or such other annual period as the Manager may in its reasonable discretion from time to time determine as being the period in respect of which the accounts of the Manager either generally or relating to the Estate shall be made up.

1.2. Words importing one gender shall be construed as importing any other gender.

1.3. Words importing the singular shall be construed as importing the plural and vice versa.

1.4. Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa.

1.5. Where any party comprises more than one person the obligations and liabilities of that party under this deed shall be joint and several obligations and liabilities of those persons.

1.6. Any provision requiring the Owner not to do any act or thing shall be deemed to include an obligation not to agree to or suffer or permit such act or thing to be done.

1.7. References to "Owner" shall include those deriving title to the Property through or under the Owner and references to "Manager" shall include the owner or owners for the time being of the Rentcharges or any part of them.

1.8. The clause and schedule headings do not form part of this deed and shall not be taken into account in its construction or interpretation.

1.9. Any reference to a clause is to one so numbered in this deed unless otherwise stated.

1.10. References to a statute shall include any statutory extension or modification or re-enactment of such statute or any regulations or orders made under the statute.

1.11. References to VAT shall be construed as references to value added tax or any tax of a similar nature which may be substituted for value added tax or levied in addition to value added tax and wherever there is an obligation imposed on the Owner to make a payment then there shall be implied an additional obligation to pay all VAT due on that payment.

2. **Rentcharges**

2.1. The Owner grants out of the Property for the benefit of the Manager in fee simple the Fixed Rentcharge and the Estate Rentcharge to be forever charged on and issuing out of the Property and to be paid without deduction (except for credit being given for any prior payments on account) in accordance with this deed.

2.2. The Manager shall have all of the powers and remedies conferred by the Law of Property Act 1925 or otherwise to enable it to recover and compel the payment of the Fixed Rentcharge and the Estate Rentcharge provided that the Manager covenants with the Owner:

2.2.1. not to enforce its powers under section 121 of the Law of Property Act 1925 nor enforce its rights by way of any express enforcement rights enabling forfeiture, the grant of a lease over or repossession of the Property; and

2.2.2. not to exercise any rights of enforcement pursuant to the Rentcharges unless the Manager has served two months' prior notice to remedy a breach of the Owner's covenants in this Deed on the Owner and his/her mortgagee(s) if written notice of the same has been given to the Manager and such breach shall not have been remedied within two months of notice being served on the Owner and such mortgagee(s) and if any enforcement action is then taken the Manager shall notify such mortgagee(s) of such action.

3. **Owner's Covenants**

3.1. The Owner covenants with the Manager to pay the Fixed Rentcharge to the Manager in advance on the first Rentcharge Payment Date in each Service Charge Year.

3.2. The Owner covenants with the Manager:

3.2.1. To pay the Estate Rentcharge to the Manager in accordance with this clause 3.2 by way of the Interim Charge and the Excess Service Charge.

3.2.2. To pay the Interim Charge to the Manager by equal quarterly instalments in advance on the Rentcharge Payment Dates in each Service Charge Year or (if the Owner so elects by giving notice in writing to the Manager) by

3.2.2.1. two equal instalments in advance on the first and third Rentcharge Payment Dates, or

3.2.2.2. twelve equal monthly instalments in advance on the first day of each month, or

3.2.2.3. annual payments in advance on the first Rentcharge Payment Date

IN EACH CASE in each Service Charge Year but the first such payment (on account of the Service Charge for the period from and including the date of this deed to and including the day immediately preceding the date when the next payment falls due) shall be made on the date of this deed and for the avoidance of doubt the Owner may vary the basis of payment of the Interim Charge to one of the alternatives specified above from time to time throughout the period of this deed subject to not less than six months prior notice in writing having been provided to the Manager.

3.2.3. If the Interim Charge paid by the Owner in respect of any Service Charge Year exceeds the Service Charge for that Service Charge Year the surplus of the Interim Charge so paid over and above the Service Charge shall be carried forward by the Manager to the Reserve Fund or repaid to the Owner at the Manager's discretion (acting reasonably).

3.2.4. If the Service Charge in respect of any Service Charge Year exceeds the Interim Charge paid by the Owner in respect of that Service Charge Year then the Owner shall pay a sum equal to the amount of the excess to the Manager within 28 days of the service of the Certificate on the Owner or such longer period as the Manager shall specify.

3.2.5. If and whenever the Owner shall fail to pay the Interim Charge and/or the Excess Service Charge on the due dates the Owner shall pay to the Manager Interest on the amount of the unpaid Interim Charge and/or the unpaid Excess Service Charge (as the case may be).

3.3. The Owner covenants with the Manager not to dispose of the Property (other than by way of an assured shorthold tenancy for a term of five years or less or a mortgage) unless the disponee enters into and delivers to the Manager a direct covenant with the Manager in the form of the deed set out at Schedule 2. The costs payable to the Manager pursuant to clause 2 of the said form of deed shall not exceed £191.32 per deed increased by the percentage (if any) by which the Index figure for the month that is three months immediately preceding the date of the deed exceeds the Base Figure.

3.4. The Manager covenants with the Owner to provide a certificate for enabling the registration of a disposal at HM Land Registry as referred to in the restriction contained in clause 7.1 within 10 Business Days of receipt of the direct covenant referred to in clause 3.3 properly executed by the person to whom the disposal is being made provided that there are then no breaches

of the Rentcharges (including no outstanding sums due from the Owner) and the costs referred to in that clause have been paid.

4. **Manager's Covenants**

4.1. The Manager covenants with the Owner subject to the payment of the Estate Rentcharge to use all reasonable endeavours to supply the Estate Services provided that:

4.1.1. The Manager may suspend or vary any of the Estate Services for such period as may be reasonably necessary for repair replacement modernisation or otherwise at its reasonable discretion.

4.1.2. The Manager shall be under no liability in respect of any failure to perform or observe any such obligation unless it is attributable to the wilful default of the Manager.

4.1.3. The Manager shall be under no liability in respect of any failure to perform or observe any such obligation until it has been notified of the failure concerned in writing and has then failed to remedy it within a reasonable period and any liability which nonetheless arises shall be limited to the period after written notification was received by the Manager.

4.1.4. The Manager may but shall not be obliged to supply the Estate Services in respect of any part of the Estate in which the Manager does not hold a freehold or leasehold interest or the Manager does not benefit from an agreed licence to enter on reasonable terms that enable it to carry out the relevant Estate Services.

4.2. 4.2. The Manager covenants with the Owner not to transfer or assign the benefit of (inter alia) the Rentcharges unless the transfer or assignment contains a covenant by the transferee or assignee for the benefit of the owners for the time being of Plots which are then subject to rentcharge deeds of similar form to this deed (including the Owner) in the terms as set out in clauses 2.2.1 and 2.2.2 above..

5. **Calculation of Service Charge**

5.1. At least 1 month before the commencement of each Service Charge Year, the Manager or its managing agent shall provide the Owner with an estimate of the Expenditure anticipated to be incurred in that Service Charge Year and the amount of the Interim Charge for that Service Charge Year.

5.2. Within 6 months after the expiration of each Service Charge Year on written notice by the Owner to the Manager the Manager shall provide the Owner within 3 months an audited certificate containing the following information:

5.2.1. The amount of the Expenditure for that Service Charge Year;

5.2.2. The amount of the Interim Charge paid by the Owner in respect of that Service Charge Year together with any surplus carried forward from the previous Service Charge Year;

5.2.3. The amount of the Service Charge in respect of that Service Charge Year and of any excess or deficiency of the Service Charge over the Interim Charge and any accrued surplus;

5.2.4. The amount of the Reserve Fund at the commencement of the Service Charge Year the expenditure from it during the Service Charge Year and the contributions to it during the Service Charge Year.

5.3. The Certificate shall be conclusive and binding on the Manager and the Owner as to matters of fact but the Owner shall be entitled at any time within three months after service of the Certificate at the discretion of the Manager either to inspect the receipts and vouchers relating to payment of the Expenditure or to receive a copy of the audited accounts of the Manager in relation to such Expenditure.

5.4. Any omission by the Manager to include in the Certificate for any Service Charge Year a sum expended, or a liability incurred in that Service Charge Year shall not preclude the Manager from including such sum or the amount of such liability in the Certificate for any subsequent Service Charge Year.

5.5. The Service Charge in respect of any Service Charge Year shall not exceed the Service Charge Cap for the relevant Service Charge Year.

5.6. The Manager shall hold the Reserve Fund and all interest accrued thereon in a separate designated deposit account on trust to expend the same in subsequent years and subject to that on trust for the residents of the Estate absolutely.

6. **Agreements and declarations**

It is agreed and declared as follows:

6.1. If at any time the Manager considers that it would be in the general interest of the owners of the properties on the Estate receiving a service from the Manager to do so, the Manager may discontinue that service, provided that in deciding whether or not to discontinue any service the Manager is to give proper consideration to the views and wishes of the majority of the owners of such properties.

6.2. The Manager (acting reasonably) may make and at any time on prior notice to the Owner vary or waive any regulations relating to the Estate as it thinks fit in the general interest of the owners of the properties on the Estate.

6.3. The Manager may at any time and from time to time in its reasonable discretion determine that any land or facility within the Estate but not then forming part of the Management Areas shall become part of the Management Areas.

6.4. In the event of it becoming impossible to utilise the Index by reason of any change after the date of this deed in the method used to compile the Index or the Index being abolished or for any other reason then the Manager may refer the matter to an independent expert who shall be a member of the Royal Institution of Chartered Surveyors (or any person acting on his behalf) whose costs shall form part of the Expenditure and who shall have full power;

6.4.1. to determine what would have been the movement in the Index had it continued; and

6.4.2. to select the nearest equivalent index to the Index to apply for the remainder of the term of this deed.

6.5. If any provision of this deed is found or held to be illegal invalid or unenforceable the legality validity and/or enforceability of the remaining provisions of this deed shall be unaffected.

7. **Land Registry application**

7.1. The parties apply to the Chief Land Registrar for entry of a restriction on the register of the title to the Property in standard form L in Schedule 4 of the Land Registration Rules 2003, namely:

"No disposition of the registered estate (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before entry of this restriction, is to be registered without a certificate signed by Chilmington Management Organisation C/O McCabe Ford Williams Orbital Park, Suite 1, Invicta Business Centre, Monument Way, Ashford, Kent, England, TN24 0HB or their conveyancer that the provisions of clause 3.3 of a deed entitled Rentcharge Deed 1 dated [1] 10.06.2022 and made between Chilmington Management Organisation (1) and BDW Trading Limited (2) have been complied with or that they do not apply to the disposition".

7.2. The Owner consents to an Agreed Notice on Land Registry Form AN1 being entered in the Charges register of the title to the Property at the Land Registry in relation to the Rentcharges and the provisions of this deed.

8. **Notices**

8.1. Any notice or other communication given to a party under or in connection with this deed shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service to the Property if given to the Owner and to its registered office if given to the Manager

8.2. Any notice or communication shall be deemed to have been received:

8.2.1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left during working hours on a Business Day at the proper address; and

8.2.2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded on a Business Day by the delivery service.

8.3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

8.4. A notice given under this deed is not valid if sent by email.

[1] Insert here, on completion, the date of this Deed

SCHEDULE 1
Expenditure

Part 1

1. Maintenance management repair and renewal or replacement of the Management Areas
2. Maintenance and management repair and renewal or replacement of sustainable urban drainage features within the Estate
3. Maintenance and management repair and renewal or replacement of sport facilities play spaces and other recreational areas managed farmland woodland and ecology areas within the Estate
4. Maintenance repair and renewal or replacement of allotments within the Estate (not including the plots which are let or held under licence by individual allotment holders)
5. Maintenance management repair and renewal or replacement of the Community Buildings

Part 2

1. The costs incurred in the running of the Community Buildings including without limitation staff costs utility costs rates and other outgoings
2. All other costs associated with the provision of the Estate Services including without limitation staffing and equipment costs and such proportion of the internal overhead costs of the Manager properly attributable to the provision of the Estate Services
3. All rates taxes and other outgoings chargeable in respect of the Management Areas
4. The fees payable to any managing agents in connection with the provision of the Estate Services or other matters referred to in this deed and the fees of any accountant or surveyor employed to determine the Expenditure and/or to prepare the Certificate
5. Such sums of money as the Manager reasonably requires to be set aside to meet such future costs as the Manager shall reasonably expect to incur in connection with the Estate Services and other matters referred to in this deed and to provide for a sinking fund to cover contingencies and future investments required in the Management Areas
6. The costs of enforcing the provisions of rentcharge deeds of similar form (mutatis mutandis) to this deed relating to the Property or other Plots against any persons who fail to observe and perform their terms and provisions (but only to the extent that those costs are not recovered from the person defaulting on their obligations)
7. Without limiting the foregoing all other expenses reasonably incurred by the Manager in or incidental to or for the purpose of providing or maintaining services facilities or amenities of or to the Estate in keeping with the principles of good estate management including reasonable interest and fees on monies borrowed to finance the provision of the Estate Services and other matters referred to in this deed

SCHEDULE 2
Deed of Covenant

THIS DEED OF COVENANT is made on *(date)*

PARTIES

(name of new owner) of (address) (**'the New Owner'**); and

CHILMINGTON MANAGEMENT ORGANISATION Company Registration no. 12134646) the registered office of which is situate at [ ] (**'the Manager'**).

Background

This Deed is supplemental to a deed dated *(date)* made between (1) the Manager and (2) *(the Owner*[2]*)* (the "Original Owner") (the **'Rentcharge Deed 1'**) in respect of *(insert details)* formerly plot *(insert details) (development name)* ('the Property').

THIS DEED WITNESSES:

1. The New Owner covenants with the Manager to observe and perform the covenants on the part of the Original Owner in the Rentcharge Deed 1 as if the New Owner were a party to the Rentcharge Deed 1.

2. The New Owner shall pay the reasonable costs of the Manager in connection with this Deed.

3. The Manager covenants with the New Owner to observe and perform the covenants on the part of the Manager contained in the Rentcharge Deed 1 as if the New Owner were a party to the Rentcharge Deed 1.

4. Where any party comprises more than one person the obligations and liabilities of that party under this Deed shall be joint and several obligations and liabilities of those persons.

[Executed as a Deed by the parties on the day and date above written.]

[2] i.e. The Owner as one of the parties to the Rentcharge Deed

ANNEXURES

Plan 1 - plan of the **Estate** numbered OPA01R5

NOTES

DO NOT SCALE FROM THIS DRAWING.
ALL CONTRACTORS MUST VISIT THE SITE AND BE RESPONSIBLE FOR TAKING AND CHECKING DIMENSIONS.
ALL CONSTRUCTION INFORMATION SHOULD BE TAKEN FROM FIGURED DIMENSIONS ONLY.
ANY DISCREPANCIES BETWEEN DRAWINGS, SPECIFICATIONS AND SITE CONDITIONS MUST BE BROUGHT TO THE ATTENTION OF THE SUPERVISING OFFICER.
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Site boundary

[redacted]

Client
Chilmington Green Consortium

jtp

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Project
Chilmington Green, Ashford

JOHN THOMPSON & PARTNERS

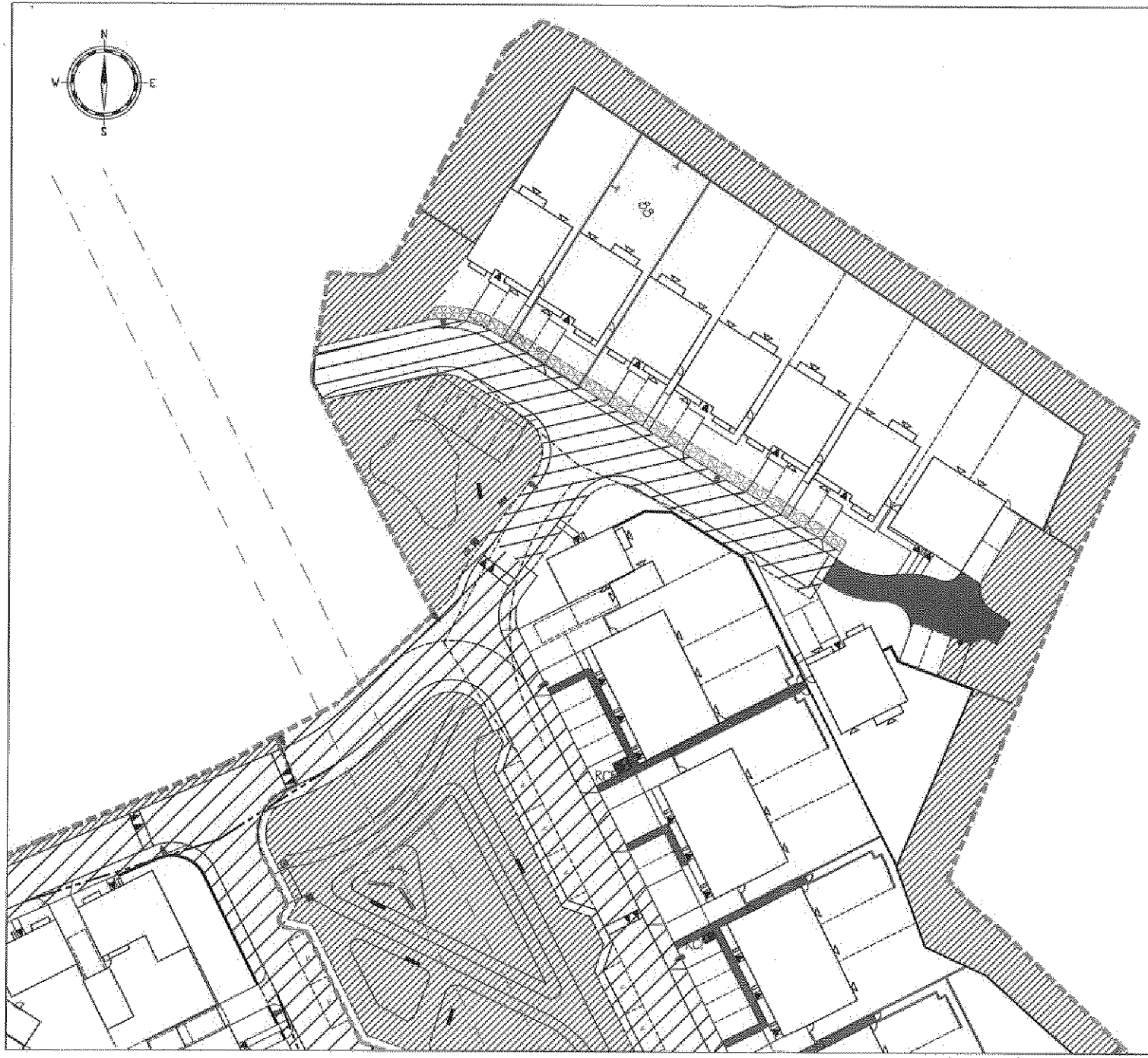
Job No.	Drawn	Checked By
00122 PLH.CG	ECC	CSM

Drawing Title
OPA01R5: Application Boundary Plan

Scale @A3	Date
1:10,000	03/11/2015

Drawing No.	Revision
00122_OPA_0105	P1

Plan 2 - plan of the **Property** on which it is to be **edged red**



The contractor to be to check and verify all building and site dimensions, levels and sewer invert levels at connection points before work starts. The contractor is to comply in all respects with current building legislation - British Standard Specifications, Building Regulations etc. whether or not specifically stated on this drawing. Do not scale from this drawing.

Sheet Size A3

Note	Init.
18.01.2022	AS
Service easement added - as client instruction.	

[redacted]

	boundary
	hold boundary
123	Plot number
P	Parking space
V	Visitors parking space
G	Garage
C	Carport
T	Responsibility for maintenance of boundary
	Land to be managed under RCD 1
	Land to be managed under RCD 3
	Reciprocal Rights
	Adopted Highways
	1.5m wide Service Easement
	Street lighting column
	Lighting Bollard
	Visibility Splay
	Conveyed land within visibility splay
	Lockable Bollard

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client
BDW KENT

project
PARCEL R
CHILMINGTON VILLAGE

drawing
CONVEYANCE PLAN
PLOT 88

job no.	drg no.	rev
1297	107-88	C2

scale	date	drawn
1:500	OCTOBER 2021	AS

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EXECUTED AS A DEED by CHILMINGTON MANAGEMENT ORGANISATION acting by director

Name [redacted]N BANFIELD
Signature [redacted]

In the presence of:
Witness signature: [redacted]
Name: [redacted]
Address: [redacted]
Occupation: [redacted]

Executed as a Deed
By
Name [redacted]ANFIELD
Signature [redacted]

In the presence of:
Witness signature: [redacted]
Name: [redacted]
Address: [redacted]
Occupation: [redacted]
TN14 6ER

and
Name PAUL KITCHINGMAN
Signature [redacted]

In the presence of:
Witness signature: [redacted]
Name: [redacted]
Address: [redacted]
Occupation: [redacted]
TN14 6ER

Attorneys for **BDW TRADING LIMITED** in exercise of the powers conferred by a Power of Attorney