



Registration of a Charge

Company name: **GENTOO GROUP LIMITED**

Company number: **04039205**

Received for Electronic Filing: **23/10/2013**



Details of Charge

Date of creation: **18/10/2013**

Charge code: **0403 9205 0009**

Persons entitled: **THE COUNCIL OF THE CITY OF NEWCASTLE UPON TYNE**

Brief description: **FREEHOLD PROPERTY AT CYPRESS AVENUE NEWCASTLE UPON TYNE**
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: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CHRISTOPHER BORTHWICK**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4039205

Charge code: 0403 9205 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th October 2013 and created by GENTOO GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd October 2013 .

Given at Companies House, Cardiff on 24th October 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 18th October 2013

Gentoo Group Limited

And

The Council of the City of Newcastle upon Tyne

Legal Charge relating to land at Cypress Avenue
Newcastle upon Tyne

CONV/CE/BBL-2683

Contents

Clause	Page
1. Definitions and Interpretation	1
2. Recitals	2
3. Covenant to Pay	2
4. Charge	2
5. Covenants	2
6. Application to Register a Restriction	2
7. Declarations	3
8. Good Faith/Acts of Circumvention	3
9. Execution	5
Schedule 1 – Release	

Land Registry

Land Registration Acts

First Legal Charge of Whole

Title Number

County and District : Tyne and Wear: Newcastle

Property : land at Cypress Avenue Newcastle upon Tyne

Dated : 18th October 2013

This Legal Charge is made between

- (1) **THE COUNCIL OF THE CITY OF NEWCASTLE UPON TYNE** of Civic Centre, Newcastle upon Tyne NE1 8QH ("the Chargee")
- (2) **GENTOO GROUP LIMITED** (CRN: 4039205) whose registered office is at Emperor House Emperor Way Sunderland SR3 3XR ("the Borrower")

1. Definitions and Interpretation

1.1 In this Legal Charge the following definitions shall have the following meanings:

"Act of Circumvention"	any act or omission the principal purpose or purposes of which is or are to avoid any payment of the terms of this Charge
"Agreement"	The agreement dated 22 day of August 2013 and made between (1) the Chargee and (2) the Borrower
"Dwelling"	means [a residential dwellinghouse (whether detached or semi-detached part of a terrace or otherwise) or a residential maisonette or apartment]
"Plan"	means the attached plan numbered 69/22360
"Property"	The freehold property at Cypress Avenue Newcastle upon Tyne as shown edged red on the Plan
"the Secured Sum"	The amounts referred to in clause 5.1.3.2 of the Agreement together with all expenses and costs (on a full indemnity basis) incurred by the Chargee in connection with the Property or this Charge

or in taking, perfecting, enforcing or exercising any power under this Charge

"the Title Number"

means the Land Registry Title Number

"Working Day"

any day from Monday to Friday (inclusive which is not Christmas Day, Good Friday or a Statutory Bank Holiday

- 1.2 References to the Borrower include references to their successors in title to the whole or any part of the Property.
- 1.3 If the expression the "Borrower" includes more than one person it shall be construed as referring to all and/or any one or more of those persons and the obligations of the Borrower shall be joint and several. None of the persons included in the expression the "Borrower" shall as against the Chargee be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness or liabilities of any of the other persons included in the expression "the Borrower".

2. Recitals

In consideration of the deferment of the Secured Sum by the Chargee the Borrower has agreed to charge the Property by way of legal mortgage to the Chargee in order to secure payment of the Secured Sum.

3. Covenant to Pay

The Borrower covenants that it will pay or discharge to the Chargee the Secured Sum in accordance with the provisions of the Agreement.

4. Charge

The Borrower hereby charges by way of first legal mortgage to the Chargee as security for the payment of the Secured Sum the Property with full title guarantee.

5. Covenants

The Borrower hereby covenants with the Chargee:

- 5.1 to observe and perform the obligations imposed on the Borrower by this Charge.
- 5.2 to comply forthwith in all respects with the requirements of every Act of Parliament and every notice or order direction licence consent or permission given or made so far as it relates to or affects the Property or any part thereof or the user thereof; and

Cowgate Methodist Church

Hall

TWO BALL LONNEN

112.8m

THE COMMON SEAL of THE COUNCIL
OF THE CITY OF NEWCASTLE
UPON TYNE was hereunto affixed
in the presence of

Superators

El Sub Bta

M Wood
LORD MAYOR

C. L. Sinter
CITY MANAGER

CYPRESS AVENUE

HEATHER PLACE

- 5.3 not without the Chargee's consent to effect any disposal of or otherwise to encumber the Property other than in accordance with Schedule 1 of this Charge.

6. **Application to Register a Restriction**

The Borrower hereby applies to the Land Registry for the registration of the following restriction in the Proprietorship Register to the Property:

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent/certificate signed by the Chief Legal Officer for the time being of The Council of the City of Newcastle upon Tyne that the provisions of the charge dated 18th October 2013 between Gentoo Sunderland Limited (1) and The Council of the City of Newcastle upon Tyne (2) have been complied with or that they do not apply to the disposition.

7. **Declarations**

The parties agree that:

- 7.1 Section 103 of the Law of Property Act 1925 shall not apply to this Legal Charge and in the event of breach of the covenants and conditions on the Borrower's part contained in this Legal Charge this security shall become enforceable and the powers of enforcement given to the Chargee by statute and this Legal Charge shall become immediately exercisable without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise with respect to the whole or any part of the Property.
- 7.2 Section 93 of the Law of Property Act (restricting the Chargee's right of consolidation) shall not apply to this Legal Charge.
- 7.3 The statutory powers conferred by section 99 of the Law of Property Act 1925 do not apply to this Charge.

8. **Good Faith/Acts of Circumvention**

- 8.1 The Chargee and the Borrower will each act in good faith towards the other in relation to the provisions of this Legal Charge.
- 8.2 The Borrower shall not enter into any Act of Circumvention and shall not assist, cause, permit or suffer any other person to enter into or make arrangements for the entering into of any Act of Circumvention.

9. **Execution**

The parties have executed this deed as a deed but not delivered it until the day and year first before written.

Schedule 1 - Release

1. Release

- 1.1 Following receipt of the Secured Sum the Borrower shall provide to the Chargee a form DS1 (or DS3 as necessary) which the Chargee shall execute within 7 (seven) Working Days releasing the Property from this Charge.
- 1.2 In the event that the Borrower notifies the Chargee of a disposal of a Dwelling and provides the Chargee with a completed Form DS3 including a plan the Chargee shall execute the Form DS3 within 7 (seven) Working Days releasing from this Charge the Dwelling.
- 1.3 In the event that the Borrower notifies the Chargee of a disposal by way of the grant of a lease of a Dwelling and provides the Chargee with a completed consent to lease the Chargee shall execute the consent to lease within 7 (seven) Working Days to consent to the registration of the lease of the Dwelling at the Land Registry.

2. The Chargee shall release from this deed upon request and without unreasonable delay:

- 2.1 any land at the Property which is required in respect of any easement or wayleave with or which is to be transferred to a supplier of gas water electricity telecommunications or drainage services in order that such services may be supplied to any other part of the Property subject to the Borrower previously supplying to the Chargee reasonable evidence of the requirement for such transfer; and/or
- 2.2 any land at the Property which is required to be transferred to the local authority for the purposes of public open space a public highway or otherwise for the purposes of the local authority's statutory requirements.

3. Chargee's Obligations

- 3.1 so long as the Borrower shall pay to the Chargee the Secured Sum due in accordance with this deed in the manner prescribed the Chargee will not enforce this security; and
- 3.2 the Chargee will upon receipt from the Borrower of all of the Secured Sum provided for in accordance with this deed duly discharge this security in respect of the Property.

EXECUTED as a DEED by

THE COUNCIL OF THE CITY

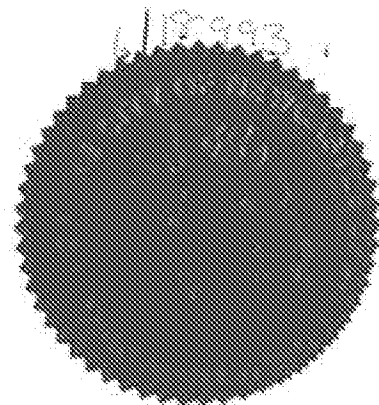
OF NEWCASTLE UPON TYNE

having affixed hereto its Common

Seal in the presence of:


LORD MAYOR


SENIOR SOLICITOR



The COMMON SEAL of GENTOO

GROUP LIMITED was affixed

pursuant to a resolution of the board

of directors in the presence of:



Authorised Signatory

