



Registration of a Charge

Company name: **ASHILL DEVELOPMENTS LIMITED**

Company number: **06269748**



X4DRZOTU

Received for Electronic Filing: **14/08/2015**

Details of Charge

Date of creation: **24/07/2015**

Charge code: **0626 9748 0019**

Persons entitled: **LINDEN LIMITED
BLOOR HOMES LIMITED
BOVIS HOMES LIMITED**

Brief description: **LAND AT PYLANDS LANE, HEDGE END, BEING THE LAND SHOWN
EDGED BLUE ON PLAN 1 ANNEXED TO THE CHARGE.**

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:

OSBORNE CLARKE RGJ



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6269748

Charge code: 0626 9748 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th July 2015 and created by ASHILL DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th August 2015 .

Given at Companies House, Cardiff on 17th August 2015

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

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 13 day of August 2015

Signed *Osborne Clarke RGT*
Osborne Clarke

2 Temple Back East

Temple Quay, Bristol

BS1 8EG

DATED

24 July

2015

ASHILL DEVELOPMENTS LIMITED (1)

and

LINDEN LIMITED, BLOOR HOMES LIMITED AND
BOVIS HOMES LIMITED (2)

LEGAL CHARGE

relating to

LAND AT PYLANDS LANE HEDGE END

THIS LEGAL CHARGE is made on

26 July

2015

BETWEEN

- (1) ASHILL DEVELOPMENTS LIMITED (Company No. 06269748) whose registered office is at 47 Castle Street Reading RG1 7SR ("Ashill"); and
- (2) LINDEN LIMITED (Company Registration Number 01108676) whose registered office is at Cowley Business Park, Cowley, Uxbridge, Middlesex UB8 2AL; and

BLOOR HOMES LIMITED whose registered office is at Ashby Road, Measham, Swadlincote, Derbyshire DE12 7JP (Company Registration Number: 02162561); and

BOVIS HOMES LIMITED (Company Registration Number 397634) whose registered office is at The Manor House North Ash Road New Ash Green Longfield Kent DA3 8HQ (together "the Buyers")

WITNESSETH as follows:

INTRODUCTORY

- 1.1 In this Legal Charge the following words and expressions shall have the following meanings unless precluded by the context:

"the Agreement" means the agreement dated on or around the date of this Legal Charge for the sale of land at Land at Pylands Lane, Hedge End and made between Ashill (1) and the Buyers (2);

"the Buyers" means the parties of the second part including the persons deriving title under the Buyers;

"Event of Default" means either:
(a) if (the whole or (as appropriate) any part of the

Secured Obligations shall not be paid on the date when due; or

- (b) if Ashill commits any material breach of or omits in any manner to observe any of its material obligations under this Legal Charge and if Ashill shall fail to remedy such breach or omission within 20 days of notice by the Buyers requiring such remedy.

"the Mortgaged Property"

means the land shown edged blue on Plan 1 annexed;

"Partial Release"

means each requirement that there be a partial release of the Mortgaged Property from the security constituted by this Legal Charge in accordance with clauses 21.6 to 21.8 (inclusive) of the Agreement;

"Planning Obligation"

means all or any of the following as the case may be:

- (a) an agreement in respect of and affecting the Property (whether or not also affecting other property) pursuant to Section 111 of the Local Government Act 1972 and/or Section 38 and/or Section 278 of the Highways Act 1980 and/or Section 104 of the Water Industry Act 1991 or any provision to similar intent or an agreement with a water undertaker or a drainage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an Internal Drainage Board (within the meaning of the Water Resources Act 1991 or the Land Drainage Act 1991 respectively) or other appropriate authority as to water supply or drainage of surface and/or foul water













DO NOT SCALE FROM THE DRAWING. ALL CORRELATIONS MUST MATCH THE SET AND BE RESPONSIBLE FOR HAVING AND SPECIFICALLY INDICATING ALL CONSTRUCTION INFORMATION SHOULD BE TAKEN FROM THE DRAWINGS ONLY. ANY DISCREPANCIES OR INCONSISTENCIES, SPECIFICATIONS AND SET CONDITIONS MUST BE BROUGHT TO THE ATTENTION OF THE SUPERVISOR IMMEDIATELY.

THE DRAWING IS AND THE NOTES DETECTED ARE THE PROPERTY OF JOHN NICHOLSON & PARTNERS

THIS DRAWING IS FOR PLANNING PURPOSES ONLY. IT IS NOT INTENDED TO BE USED FOR CONSTRUCTION. ANY CHANGES, INCLUDING, BUT NOT LIMITED TO, REVISIONS AND ADDITIONS, SHALL BE MADE BY THE ARCHITECT AND SHALL BE INDICATED BY THE ARCHITECT'S MARKS AND NOTATIONS. THE ARCHITECT'S MARKS AND NOTATIONS SHALL BE USED TO INDICATE ANY CHANGES, INCLUDING, BUT NOT LIMITED TO, REVISIONS AND ADDITIONS, TO THE DRAWING. THE ARCHITECT'S MARKS AND NOTATIONS SHALL BE USED TO INDICATE ANY CHANGES, INCLUDING, BUT NOT LIMITED TO, REVISIONS AND ADDITIONS, TO THE DRAWING. THE ARCHITECT'S MARKS AND NOTATIONS SHALL BE USED TO INDICATE ANY CHANGES, INCLUDING, BUT NOT LIMITED TO, REVISIONS AND ADDITIONS, TO THE DRAWING.

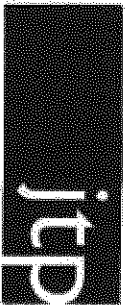
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Ashii Developments



Pylands Lane

JOHN THOMPSON & PARTNERS

Sunday's Hill Bypass Overbriops

09/05/2013
1:20:00
09/05/2013 1:20:00
A

from the Property or an agreement with any competent authority or body relating to other services and/or

- (b) a planning obligation (whether entered into by agreement or otherwise) in respect of or affecting the Property (whether or not also affecting other property) pursuant to Section 106 of the Town and Country Planning Act 1990 which is either entered into as a pre-condition of the grant of planning permission or as a condition of the grant of planning permission

"Planning Acts"

means the Town and Country Planning Act 1990 and, where applicable, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, and the Planning and Compensation Act 1991 and any associated or similar legislation regulating the development or use of land;

"the Prescribed Rate"

means 2 per cent (2%) per annum above the base rate of Barclays Bank Plc;

"Secured Obligations"

means all sums due and payable by Ashill to the Buyers pursuant to clauses 19 and 20 of the Agreement;

1.2

- 1.2.1 Words importing the masculine gender only include the feminine gender and neuter meaning and vice versa and words importing the singular number include the plural number and vice versa;

1.2.2 References to a clause or the Schedule shall mean and refer to a clause or the Schedule of this Legal Charge

2. ASHILLS OBLIGATIONS

Ashill are hereby obliged to pay to the Buyers the Secured Obligations.

3. CHARGE ON MORTGAGED PROPERTY

To secure the payment of the Secured Obligations with full title guarantee Ashill hereby charges to the Buyers by way of legal mortgage the Mortgaged Property.

4. ASHILLS COVENANTS

Ashill hereby covenants with the Buyers throughout the duration of this Legal Charge:

- 4.1 to pay the Secured Obligations to the Buyers when due in accordance with the terms of the Agreement.
- 4.2 to pay all charges costs fees and expenses reasonably and properly incurred by the Buyers or any receiver appointed hereunder or any substitute delegate or attorney of either of them in connection with the enforcement or attempted enforcement of the security in relation to the Secured Obligations constituted or intended to be constituted by and the protection of this Legal Charge.
- 4.3 not without the Buyer's consent to permit or create any mortgage, charge or lien on the Mortgaged Property or to dispose of the Mortgaged Property (except by way of an Excluded Disposition).
- 4.4 not to do or omit or knowingly suffer to be done or omitted any act, matter or thing, in, on or in respect of the Mortgaged Property in contravention of the Planning Acts or any licences, consents, permissions or conditions granted or imposed thereunder.
- 4.5 to pay or cause to be paid all rents, rates, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise imposed upon or payable in respect of the Mortgaged Property as and when the same become due and payable.
- 4.6 to ensure the Mortgaged Property is insured with suitable contractors all risk cover during the carrying out of all construction works on the Mortgaged Property.

- 4.7 to perform and observe in all material respects all title burdens, stipulations and provisions affecting the Mortgaged Property (including but without prejudice to the generality of the foregoing all requirements and regulations of the competent authorities).

5. **BUYERS POWERS OF ENFORCEMENT**

- 5.1 The Buyers' powers of enforcement under this Legal Charge shall arise on the date hereof but shall not be exercisable until after the occurrence of an Event of Default and the giving thereafter of notice in writing by the Buyers to Ashill of its intention to enforce the same and the amount of the outstanding sums as at the date of the notice.

- 5.2 The restrictions imposed by Section 103 of the Law of Property Act 1925 shall not apply to this Legal Charge and (in addition to any statutory protection) any purchaser (as defined in Section 205 of the Law of Property Act 1925) or other person dealing with the Buyers shall be entitled and be bound to assume that the Secured Obligations shall have become due and remain outstanding and the said powers are immediately exercisable

- 5.3 The powers of the Buyers (in addition to those conferred by statute) shall be as follows:

5.3.1 the power of sale whether or not the Buyers shall be in possession of the Mortgaged Property; and

5.3.2 the power to appoint a receiver who shall be entitled to take possession of the Mortgaged Property, to sell or lease the Mortgaged Property, to carry into effect and complete any transaction by executing deeds and documents on behalf of Ashill and to do all other acts which the receiver may consider to be instrumental or conducive to any of his powers or to the realisation of the Mortgaged Property

- 5.4 The Buyers hereby covenant with Ashill that they shall not be entitled to nor shall they take possession of the Mortgaged Property nor to exercise the statutory power to insure unless and until an Event of Default shall have occurred.

5.5 At any time after the power of sale has become exercisable the Buyers or any receiver appointed hereunder may enter and manage the Mortgaged Property or any part thereof whereupon the following provisions shall apply:

5.5.1 the Buyers or the receiver may provide such services and carry out such repairs and works of improvement addition or completion (including the provision of plant equipment and furnishing) as shall reasonably be deemed expedient

5.5.2 all expenditure incurred pursuant to clause 5.5.1 hereof shall be immediately repayable by the Mortgagor with interest from the date of payment by the Buyers or the receiver until repayment by Ashill at the Prescribed Rate and shall be charged on the Mortgaged Property in addition to the Secured Obligations;

5.5.3 neither the Buyers nor any receiver shall be liable to Ashill as mortgagee in possession or otherwise for any loss howsoever occurring in the exercise of their powers

5.6 The following provisions shall apply to any receiver:

5.6.1 where more than one receiver is appointed, they shall have the power to act severally as well as jointly in relation to all or any part of the Mortgaged Property unless the Buyers shall when appointing them specify otherwise;

5.6.2 if the Buyers appoint a receiver over part only of the Mortgaged Property, the Buyers will (to the extent that their power of appointment under clause 5.1 remains exercisable) still be entitled to appoint the same or another receiver over any other part of the Mortgaged Property;

5.6.3 the Buyers may from time to time determine how and how much the receiver is to be paid, but must act reasonably in so doing;

5.6.4 the Buyers may from time to time remove the receiver from all or part of the Mortgaged Property and, if they wish and to the extent that their power of appointment under clause 5.1 remains exercisable, appoint another in his place;

5.6.5 the receiver shall, so far as the law permits, be the agent of Ashill, who shall alone be personally liable for the receiver's acts, defaults and costs;

5.6.6 the receiver shall have all of the powers given to receivers by the Law of Property Act 1925 in the same way as if the receiver had been duly appointed under that Act, and in addition to, but without limiting such general powers, and without prejudice to the Buyers' powers, the receiver shall have power in the name of Ashill or otherwise to do the following things:

- (a) to take possession of, collect and get in all or any part of the Mortgaged Property and all rents and other income of the Mortgaged Property;
- (b) to commence and/or complete any building works on any part of the Mortgaged Property;
- (c) to apply for and obtain any permissions, approvals, consents or licences as he may in his absolute discretion think fit;
- (d) to acquire any further property, assets or rights whatsoever, whether by way of purchase, lease or otherwise;
- (e) to borrow money for any purpose specified in this clause from the Buyers or any other person upon the security of the Mortgaged Property or otherwise;
- (f) subject to the terms of any relevant lease, to provide such services for tenants and generally to manage the Mortgaged Property in such manner as he shall think fit;
- (g) to operate and manage any business or undertaking conducted at the Mortgaged Property;
- (h) to sell (whether by way of auction or by private contract or by any other means), let, or grant licences of, and to vary the terms of or terminate or accept surrenders of leases or tenancies of all or any part of the Mortgaged Property or grant options over all or any part of the Mortgaged Property, in such manner and for such term, with or without any payment, with such rights relating to the other parts of the Mortgaged Property, and

generally upon such terms and conditions (including the payment of money) as the receiver shall think fit in his absolute discretion;

- (i) to accept payment for any such sale, lease, licence or option in a lump sum or by instalments or in cash or by debentures, securities or any other valuable consideration as the receiver shall think fit;
- (j) to establish a company or to purchase any shares in a company to acquire all or any part of the Mortgaged Property or any interest in the Property;
- (k) to make any arrangement or to reach any agreement with regard to any claim which he or the Buyers may think fit;
- (l) to carry out all repairs, renewals and improvements to the Mortgaged Property as he shall think fit;
- (m) to bring or defend any proceedings in the name of Ashill as the case may be in relation to the Mortgaged Property as the receiver shall think fit;
- (n) to exercise on behalf of Ashill all or any of the powers given to landlords or tenants (as the case may be) by the Landlord and Tenants Act 1927 to 1988 in respect of the Mortgaged Property but without incurring any liability in respect of the powers so exercised; and
- (o) to do all such other acts and things as may be considered by the receiver to be incidental to or necessary for any of the powers contained in this Legal Charge or otherwise to preserve, improve or sell the Mortgaged Property.

5.7 Any costs expenses and liabilities reasonably and properly incurred by the Buyers or by any receiver appointed hereunder (including any substitute delegate or attorney of the same) in connection with the exercise of any of the powers hereby conferred shall be charged upon the Mortgaged Property with interest from the date such sums are due until repayment by Ashill at the Prescribed Rate in addition to the Secured Obligations.

5.8 Any receiver appointed hereunder shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the receiver in accordance with the current practice of his firm

6. GENERAL PROVISIONS

- 6.1 All demands and notices served hereunder shall be deemed to have been properly served if sent by first class post to the addresses referred to at the beginning of this Legal Charge.
- 6.2 If Ashill shall pay all of the Secured Obligations in accordance with the Agreement the Buyers will at the request and cost of Ashill take whatever action is reasonably required to duly discharge the Mortgaged Property from this Legal Charge.
- 6.3 The clause headings in this Legal Charge are for the convenience of the parties only and shall not affect its construction

7. RESTRICTION

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 certificate signed by a conveyancer that the provisions of the Legal Charge dated 2015 made between Ashill Developments Limited (1) Linden Limited, Bloor Homes Limited and Bovis Homes Limited (2) have been complied with.

8. PLANNING

The Buyers shall at the reasonable request of Ashill enter into any Planning Obligation as mortgagee only which Ashill shall reasonably require and shall execute and return the same to Ashill PROVIDED THAT

- (i) Ashill shall reimburse the Buyers, any proper and reasonable costs incurred in completing any such agreement; and
- (ii) Ashill shall indemnify the Buyers against any costs or liabilities arising therefrom; and
- (iii) the obligations contained in any Planning Obligations are only binding on the Mortgaged Property on the implementation of the planning permission to which they relate; and
- (iv) the Buyers are released from the Planning Obligations upon discharge of the Legal Charge; and

- (v) the Buyers shall have no liability in respect of any Planning Obligation unless they take possession of the Mortgaged Property in accordance with the Legal Charge.

9. PARTIAL RELEASE

On the occurrence of a Partial Release, the parties shall comply with clauses 20.6 to 20.8 (inclusive) of the Agreement (as appropriate).

10. CERTIFICATE OF SUMS DUE

Any certificate or determination by the Buyers as to the amount of the secured Obligations shall, in the absence of manifest error, be conclusive and binding on Ashill for all purposes of this Legal Charge.

11. CONTINUING SECURITY

The security from time to time created by this Legal Charge is a continuing security and will remain in full force and effect as a continuing security for the Secured Obligations until the secured Obligations have been satisfied in full.

12. FURTHER ASSURANCE

Ashill shall promptly do all such acts and execute all such documents as the Buyers may reasonably specify (and in such form as the Buyers may reasonably require, having regard to the terms of this Legal Charge):

- 12.1. to perfect any security created or intended to be created by this Legal Charge;
- 12.2. to the extent then exercisable, to exercise any of the rights, powers and remedies of the Buyers or any receiver appointed under this Legal Charge, whether pursuant to this Legal Charge or pursuant to law;
- 12.2. after the security created by this Legal Charge has become enforceable in accordance with its terms, to facilitate the realisation of the assets the subject of this Legal Charge.

13. THIRD PARTIES

Unless expressly provided to the contrary in this Legal Charge, a person who is not a party to this Legal Charge may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

14. STAMP DUTY

Ashill shall pay all stamp duties and other similar taxes or duties payable on or arising out of or in consequence of:

14.1. the creation of the security constituted by this Legal Charge; and

14.2. the execution and delivery of this Legal Charge and any documents executed pursuant hereto.

15. GOVERNING LAW AND JURISDICTION

15.1. Governing law

This Legal Charge and any non-contractual obligations arising out of or in relation to this charge shall be governed by, and construed in accordance with, the laws of England.

15.2. Jurisdiction

15.2.1. The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Legal Charge (including claims for set-off and counterclaims), including without limitation, disputes arising out of or in connection with: (i) the creation, validity, effect, interpretation, performance or non-performance of, or the legal relationships established by this Legal Charge; and (ii) any non-contractual obligations arising out of or in connection with this Legal Charge (a "Dispute").

15.2.2. Each party irrevocably submits to the jurisdiction of the English courts to settle Disputes waives any objection to the exercise of such jurisdiction.

DELIVERED as a DEED on the date of this document

EXECUTED as a DEED by
ASHHILL DEVELOPMENTS LIMITED
acting by a single director
in the presence of:

Witness:

Name: *ANDREW DAVIES*

Address: *47 CASTLE STREET RENOVA RG1 7SL*

Occupation: *Solicitor*

Director

Signed as a Deed by
by
and
Attorneys for and on behalf of
Linden Limited in exercise of the
powers conferred on them by a
Power of Attorney dated
[]
In the presence of:

Witness:

Signature of Witness:

Name of Witness:

Address of Witness:

Signed as a Deed by
by
and
Attorneys for and on behalf of
Bloor Homes Limited

in exercise of the powers conferred on)
them by a Power of Attorney)
dated [])
In the presence of:

Witness:

Signature of Witness:

Name of Witness:

Address of Witness:

Signed as a Deed by)
Affixing the Common Seal of)
Bovis Homes Limited)

Authorised Signatory:

Authorised Signatory: