



Registration of a Charge

Company name: **BEN BAILEY HOMES LTD**

Company number: **07488352**



X99HC6VK

Received for Electronic Filing: **17/07/2020**

Details of Charge

Date of creation: **15/07/2020**

Charge code: **0748 8352 0003**

Persons entitled: **KEYLAND DEVELOPMENTS LIMITED**

Brief description: **THE FREEHOLD PROPERTY OFF WARMSWORTH HALT WARMSWORTH
DONCASTER**

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: **KNIGHTS PLC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7488352

Charge code: 0748 8352 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th July 2020 and created by BEN BAILEY HOMES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th July 2020 .

Given at Companies House, Cardiff on 20th July 2020

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

15 July

2020

BEN BAILEY HOMES LIMITED

and

KEYLAND DEVELOPMENTS LIMITED

**LEGAL CHARGE
DEFERRED PAYMENT – WHOLE OF THE PROPERTY
relating to land at Warmsworth Halt Warmsworth Doncaster**

**Perminder Kaur Solicitor
Head of Legal Services
Yorkshire Water Services Limited**

NJH/NR6/966

HM LAND REGISTRY

Land Registration Acts 1925 – 2002

County and District : South Yorkshire : Doncaster
Title Number : SYK515706 and SYK678444
Property : Land at Warmsworth Halt Warmsworth Doncaster
Date : 15 July 2020

Parties:

1. **BEN BAILEY HOMES LIMITED** (CRN 07488352) whose registered office is at Burdwell Works, 172 New Mill Road, Brockholes, Huddersfield, West Yorkshire HD9 7AZ ("the Mortgagor")
2. **KEYLAND DEVELOPMENTS LIMITED** (company registration number 02180728) whose registered office is at Western Way Halifax Road Bradford BD6 2SZ ("the Mortgagee")

Particulars of Charge:

"Agreement"

an agreement for the sale and purchase of the Property dated 15 June 2020 and made between (1) the Mortgagee and (2) the Mortgagor

"Permitted Disposals"

- at open market value
1. Any sale by way of a transfer or long lease at a premium of a residential unit;
 2. Any transfer of land or grant of a lease for the purpose of any gas, electricity or other utility service infrastructure;
 3. The grant of any easement in relation to gas, electricity or other utility service infrastructure;
 4. The transfer or grant of a long lease of amenity land

pursuant to any requirement of a planning permission or agreement under s106 of the Town & Planning act 1990 for the development of the Property.

"Principal Sums" those sums referred to at clause 2 of the Agreement being defined as the "Deferred Payments"

"Property" the freehold property off Warmsworth Halt Warmsworth Doncaster being the Property as that term is defined in the Agreement

Recitals:

1. By the Agreement the Mortgagee agreed to sell and the Mortgagor agreed to buy the Property
2. Part of the Price (as that term is defined in the Agreement) has been paid by the Mortgagor to the Mortgagee whilst payment of the balance thereof namely the Principal Sums are to be paid on the dates hereinafter mentioned
3. In order to secure payment to the Mortgagee of the Principal Sums it has been agreed that the Mortgagor will enter into the terms of this Legal Charge

Operative Provisions:

1. Expressions defined in the Schedule and those specified in the Particulars of Charge set out above herein bear the meanings so defined
2. In pursuance of the Agreement the Mortgagor hereby covenants with the Mortgagee to pay to the Mortgagee the Principal Sums on the dates agreed at clause 2 of the Agreement together with interest payable under the terms of this Legal Charge and any costs charges and expenses the Mortgagee may incur in enforcing the rights of security created hereunder on a full and unqualified indemnity basis (whereupon the Mortgagee shall discharge this Legal Charge at

its own cost) and forthwith execute and deliver to the Mortgagor on appropriate form of release in respect of the Property

- 3.1 The Mortgagor covenants to pay to the Mortgagee interest on the amount of the Principal Sums outstanding at the Interest Rate if the Principal Sums are not paid promptly in accordance with clause 2;
- 3.2 Such interest shall be added to the Principal Sums or the balance of them outstanding quarterly and compounded accordingly
4. In further pursuance of the said Agreement and in consideration as aforesaid the Mortgagor hereby charges in favour of the Mortgagee:-
 - 4.1 with full title guarantee by way of legal mortgage all the Mortgagor's estate and interest in the Property together with all structures erected thereon and all fixtures annexed thereto and the benefit of all easements and other rights pertaining thereto;
 - 4.2 the benefits of all licences consents and authorisations accruing to the Mortgagor or granted in connection with the Property together with all rights and claims against any person (other than the Mortgagee) in connection with the Property with payment to the Mortgagee of all monies and liabilities hereby covenanted to be paid and discharged by the Mortgagor to the Mortgagee
5. Each party hereto hereby covenants with the other that they will comply with and be bound by the provisions of the Schedule hereto which shall form part of this Deed
6. The security constituted by this Deed is a continuing security to secure the ultimate balance from time to time owing to the Mortgagee by the Mortgagor pursuant to the provisions hereof notwithstanding the liquidation administration or other incapacity or any change in the constitution of the Mortgagor

EXECUTED AS A DEED by the Mortgagor and the Mortgagee on the date which first
appears on this Deed

SCHEDULE

1. INTERPRETATION

1.1 In this deed the following expressions have the meanings respectively as follows:-

"Event of Default" means the happenings of any of the events set out in clause 3 of this Schedule below

"Interest Rate" means a rate equivalent to 4% above National Westminster Bank plc base rate from time to time in force

"Legal Charge" means this Legal Charge

"Mortgagee" includes the successors and the assigns of the Mortgagee or where the context so requires either the successors or the assigns of any of the Mortgagee

"Principal Sums" means the sums so specified in the Particulars of Charge

"Property" means the Property described in the Particulars of Charge and references herein to "the Property" include references to any part or parts thereof

"Public Utility" means British Telecom plc British Gas plc Northern Powergrid plc Yorkshire Water Services Limited and any other corporation which was at any time prior to the date hereof in national ownership or other statutory undertaking or authority (or their successors in carrying out public utility services)

1.2 Covenants on the part of two or more persons shall be construed as joint and several covenants and also as joint covenants on the part of every two or more such persons apart from the other or others of them

- 1.3 Where any party hereto is more than one person or company references to that party shall mean each such person or company individually as well as jointly with the other person persons or companies comprising the party

2. **PROVISIONS AFFECTING THE PROPERTY**

Until this security is discharged (and except as provided in clause 12 below) the Mortgagor hereby covenants with the Mortgagee that the Mortgagor will:-

- 2.1 Not (save as authorised or permitted by the Mortgagee in writing) cause or allow any person other than the Mortgagor to be registered under the Land Registration Acts or any substituted statutory provision as the proprietor of the Property in respect of the Property or make or agree to make any variation or accept or agree to accept a surrender of any Lease Agreement for Lease or Tenancy thereof (PROVIDED THAT nothing in this clause prohibits or restricts Permitted Disposals which the Mortgagor is hereby permitted to make without the prior consent of the Mortgagee).)
- 2.2 Maintain in full force and effect insurance on the Property in an insurance office or with underwriters of repute against all such risks as the Mortgagor usually insures (including without limitation loss or damage by fire or explosion adequate provision for professional fees and where appropriate three years loss of rent cover) to the full reinstatement thereof with the interest of the Mortgagee noted by endorsement on the policy/policies of insurance relating thereto and the Mortgagee will duly and punctually pay all premiums and other monies payable under all such insurances as aforesaid and promptly upon request the Mortgagor shall produce to the Mortgagee receipt therefore or evidence of payment thereof and (if so requested by the Mortgagee) the Mortgagor will produce the same to the Mortgagee for inspection

- 2.2.1 If the Mortgagor shall fail to comply with its obligations under clause 2.2 above then the Mortgagee may (but without being under any duty to do so) itself insure and keep insured the Property and the Mortgagor shall be liable to the Mortgagee for all reasonable expenses incurred by the Mortgagee in so doing
- 2.2.2 All sums at any time paid under any of the policies of insurance referred to in clause 2.2 above shall be applied by the Mortgagor if the Mortgagor's insurers so require in repairing replacing restoring or rebuilding the Property damaged or destroyed
- 2.3 Within 14 days after becoming aware thereof give full particulars to the Mortgagee of any notice order direction designation resolution or proposal having specific application to the Property made by any planning authority or other public body or authority whatsoever other than those made or given in the ordinary course of the Mortgagor's development of the Property and if the Mortgagee so requires forthwith and at the cost of the Mortgagee to take all steps to comply with any such notice order direction designation or resolution and make or join with the Mortgagee in making such objections or representations in respect of any such proposal as the Mortgagee may reasonably desire
- 2.4 Save for development of the Property in accordance with the planning permission obtained by the Mortgagor with planning reference 19/02936/REMM or any variation thereof or other planning permission for the development of the Property not to carry out or permit or suffer to be carried out on any part of the Property any waste spoil or destruction or any development as defined in the Town and Country Planning Act 1990 or change or permit or suffer to be changed the user of the Property

- 2.5 Observe and perform all covenants stipulations and conditions to which the Property or the user thereof is now or may hereafter be subjected at law
- 2.6 Subject to the provisions of clauses 2.1 and 12 not create or allow to subsist (save insofar as are in existence at the date hereof) to grant or agree to grant any lease or licence or tenancy of any part of the Property nor exercise the powers of leasing or agreeing to lease or of accepting or agreeing to accept surrenders conferred by sections 99 or 100 of the Law of Property Act 1925 nor part with or share the possession of the Property or any part thereof nor confer upon any person or persons any licence right or interest to occupy the Property or any part thereof
- 2.7 Pay and discharge all existing and future rents rates taxes duties charges assessments impositions and outgoings whatsoever whether imposed by deed or Statute or otherwise (and even those of a wholly novel character) now or at any time during the continuance of this security payable in respect of the Property or any part thereof by the owner or occupier thereof
- 2.8 Use its reasonable endeavours to prevent encroachments easements or any other like right from being made in or acquired over any part of the Property save in connection with the Mortgagor's proposed development of the same
- 2.9 Deposit with the solicitor acting for the Mortgagee being the Head of Legal Services Yorkshire Water Services Limited all title deeds and other documents of title relating to the Property save that the Mortgagor shall be entitled to inspect the same (free of any cost) and to take copies thereof (at its own cost)
- 2.10 Promptly inform the Mortgagee forthwith upon the occurrence of any Event of Default

2.11 Promptly provide to the Mortgagee all such information as it may reasonably require relating to the Property generally or in order properly to consider whether or not to give any consents required from them under any provision of this Deed

2.12 To indemnify and keep the Mortgagee or any Receiver appointed by the Mortgagee (as the case may be) indemnified from and against all actions proceedings claims charges and damages occasioned by any breach of any of the covenants or stipulations on the part of the Mortgagor herein contained

3. ENFORCEMENT PROVISIONS

3.1 Notwithstanding anything expressed or implied to the contrary herein or by law the whole of the Principal Sums and other monies outstanding hereunder shall become immediately payable to the Mortgagee (without the Mortgagee having to give any notice to the effect) and the statutory and other power of sale and of appointing a receiver conferred upon the Mortgagee shall be exercisable by the Mortgagee (without reference to Section 103 of the Law of Property Act 1925 which shall not apply to this security) in any of the following events:-

3.1.1 if and whenever any monies payable hereunder remain unpaid after the date for payment thereof;

3.1.2 if and whenever the Mortgagor goes into liquidation other than for the purposes of a scheme of reconstruction or amalgamation of a solvent company;

3.1.3 if and whenever a Receiver (which expression shall include an administrative receiver) is appointed on any property of the Mortgagor;

3.1.4 if the Mortgagor fails to comply with or is in breach of any of the provisions contained in this Deed;

3.1.5 if in relation to any obligation of the Mortgagor which relates in any way to the Property the Mortgagor defaults in the payment of principal or interest or any

obligation for borrowed money or any obligation guaranteed by it or in respect of which it is contingently liable beyond the period of grace (if any) provided with respect thereto or defaults in the performance or observance of any other term condition or agreement contained in any such obligation or agreement relating thereto if the effect of such default is to cause or permit such obligations to become due prior to its stated maturity;

- 3.1.6 if any part of the security created by this Deed shall cease to be in full force and effect or to be continuing or to be or purport to be determined otherwise then in accordance with the provisions of this Deed or become invalid or unenforceable;
- 3.1.7 if the Mortgagor shall have any petition for winding-up presented against it or pass any resolution to wind-up save for the purpose of reconstruction or amalgamation of a solvent company only; or
- 3.1.8 if an order is made or an effective resolution is passed for the liquidation or dissolution of the Mortgagor save for the purpose of reorganisation or amalgamation of a solvent company only

4. POWERS OF MORTGAGEE/RECEIVER

- 4.1 At any time after the Mortgagees' power to appoint a receiver has arisen the Mortgagee may appoint one or more persons to be a receiver or receivers of the whole or any part of the Property and in addition may:-
 - 4.1.1 remove any receiver previously appointed hereunder; and
 - 4.1.2 appoint another person or persons as receiver or receivers either in place of a receiver so removed or who has otherwise ceased to act or to act directly with the receiver previously appointed. If at any time by virtue of any such appointment any two or more persons shall hold office as receiver of the same assets or income each one of such persons shall be entitled (unless the contrary

- shall be stated in the deed or other instrument appointing them) to exercise all the powers and discretions hereby or by statute conferred on receivers individually and to the exclusion of the other or others of them
- 4.2 Every such appointment or removal of a receiver and every delegation appointment or revocation by the Mortgagee in the exercise of any right to delegate powers or to revoke any such delegation herein contained shall be made either by deed or by instrument in writing under the hand of any person authorised in writing in that behalf by the Mortgagee
- 4.3 Every receiver for the time being holding office by virtue of such an appointment shall (subject to any limitations or restrictions expressed in this deed or the deed or other instrument appointing him but notwithstanding any bankruptcy winding-up or dissolution of the Mortgagee) have in relation to the assets and all income in respect of which he is appointed power in the name and on behalf of at the cost of the Mortgagee to do or omit to do anything which the Mortgagor itself could do or have done as an absolute owner and irrespective of any such bankruptcy winding-up or dissolution and without limitation:-
- 4.3.1 all the powers conferred by statute (as varied and extended by this deed) on mortgagors in accordance with the provisions hereof but otherwise without the restrictions imposed on the Mortgagor by statute;
- 4.3.2 (with the consent of the Mortgagee) all powers conferred by statute on mortgagees in possession as such powers are hereby varied and extended and applicable to the Mortgagee in accordance with the provisions hereof; and
- 4.3.3 all the powers conferred by statute on Administrators or Administrative Receivers appointed under the Insolvency Act 1986

- 4.3.4 In addition and without prejudice to the generality of the foregoing every receiver shall have power to do all the following things, namely:-
- 4.3.5 to take possession of collect and get in the assets and/or income in respect of which he was appointed;
- 4.3.6 to alter improve develop complete construct modify refurbish or repair any building or land on or forming part of any property in respect of which he was appointed including without limitation the power to complete or undertake or concur in the completion or undertaking with or without modification of any project in which the Mortgagor was concerned or interested prior to his appointment being a project for the alteration improvement development completion construction modification refurbishment or repair of any building or land;
- 4.3.7 to sell lease or otherwise dispose of or concur in selling leasing accepting surrenders or otherwise dispose of the whole or any part of any assets in respect of which he was appointed without the need to observe the restriction imposed by Section 103 of the Law of Property Act 1925 or any need to observe any of the restrictions or other provisions of Section 99 or 100 of the said Act and upon such terms as he shall think fit;
- 4.3.8 to carry out any sale lease or other disposal of any land or buildings and other property and assets into effect by conveying transferring assigning or leasing in the name of the Mortgagee and for that purpose to enter into covenants and other contractual obligations in the name of and so as to bind the Mortgagor;
- 4.3.9 to take or defend any such proceedings relating to the property as he shall think fit in the name of the Mortgagor or otherwise;

- 4.3.10 to enter into or make any such agreement arrangement or compromise relating to the Property as he shall think fit;
- 4.3.11 to insure any assets as he shall think fit or as the Mortgagee shall direct and renew any insurances;
- 4.3.12 to appoint engage and employ such managers officers and workmen and other employees or contractors or engage such professional advisors as and on such terms as he shall think fit;
- 4.3.13 to operate any rent review clause in respect of any property in respect of which he was appointed or any part thereof and to reapply for any new or extended tenancy;
- 4.3.14 to raise or borrow money from the Mortgagee or any other person to rank for payment in priority to the security constituted by this deed provided that the interest payable thereon shall not exceed the interest rate and with or without a mortgage or a charge on the assets and/or income in respect of which he was appointed or any part thereof;
- 4.3.15 in relation to any leases licences or any documents or agreements which may from time to time relate to or affect the Property or any part or parts thereof:-
 - (a) to grant any licences or consents required pursuant thereto upon such terms and conditions as the Mortgagee may in its absolute discretion think fit;
 - (b) to negotiate and agree or seek to negotiate and agree such additions and variations to the terms thereof to serve such notices and take such action and proceedings in respect thereof or arising therefrom (including without limitation negotiating and agreeing rent reviews) as the Mortgagee may in its absolute discretion think fit;

- (c) to terminate and accept surrenders either with or without or upon such consideration as the Mortgagee in its absolute discretion thinks fit and whether or not any other lease licence or other document is to be granted or agreement made; and
- (d) to enforce any covenants conditions stipulations and provisions (whether positive personal restrictive or otherwise) contained therein to such extent as the Mortgagee may in its absolute discretion think fit

4.3.16 by way of extension to the Mortgagees power of sale to acquire any real or personal property of any nature whatsoever or any interest therein with or without any easement licence right wayleave or other benefit (in this paragraph called "the Acquired Property") in exchange for or otherwise in consideration of a disposal of the Property or any part or parts thereof or any interest therein (in this paragraph called "the Realised Property") with or subject to payment of any sum or sums by way of equality money and to exercise all or any of the powers conferred by Section 101 of the Law of Property Act 1925 other than the powers referred to paragraph 1(iii) and 1(iv) of such section in relation to the Acquired Property as if the Acquired Property were included in the Property and for the purposes of section 105 of the Law of Property Act 1925:-

- (a) the money received by the Mortgagee on the sale or disposal of the Acquired Property together with or after deduction of (as the case may be) an amount equal to any sum or sums received or paid by way such equality shall be deemed to have arisen from the sale of the Realised Property; and
- (b) the costs charges and expenses reasonably incurred by the Mortgagee of and incidental to the inspection and valuation of the investigation of the title

to the Acquired Property and otherwise of and incidental to the acquisition or attempted acquisition of the Acquired Property and any sale or other disposal or attempted sale or other disposal thereof by the Mortgagee and the costs charges and expenses of and incidental to the disposal or attempted disposal by way of exchange or otherwise pursuant to this paragraph of the Realised Property shall be deemed to be costs charges and expenses properly incurred by the Mortgagee as incidental to the sale and attempted sale referred to in such paragraph

- 4.3.17 to purchase take on lease or otherwise deal with or acquire in the name of the Mortgagor any interest in any real or personal property or any easement licence right wayleave or other benefit which in the opinion of the Mortgagor is or may prove desirable to improve or enhance the value or saleability of or in any way beneficially affect the Property or any part or parts thereof or the Acquired Property or any part or parts thereof and to charge such interest in such manner and to such extent as the Mortgagee shall think fit;
- 4.3.18 to grant any easement licence wayleave benefit or right over or affecting the Property or any part or parts thereof on such terms as the Mortgagee shall in its absolute discretion think fit;
- 4.3.19 to obtain all necessary planning permissions building regulations approvals and any other provisions consents or licences as may be necessary to develop the Property either in accordance with the Mortgagor's then existing plans or otherwise as the Mortgagee shall in its absolute discretion think fit;
- 4.3.20 to enter into any indemnities and counter indemnities with and to pay any fee premium or other sum to any person in consideration of that person entering into any covenant bonds commitment indemnities guarantees and engagement

- whatsoever relating to the performance or observance of or relating to any liabilities of the Mortgagee or the receiver or the Mortgagor to any third party in relation to the Property;
- 4.3.21 to enter into any covenants bonds commitments indemnities guarantees and engagements whatsoever relating to the performance or observance of any obligations of or relating to any liabilities of the Mortgagor or any other person to any third party in relation to the Property;
- 4.3.22 to enter into and execute and do procure to be entered into and executed and done all agreements undertakings assurances acts and things for the purpose for providing purchasers or lessees of dwellinghouses or flat units forming part of the Property with the standard notice of insurance cover issued pursuant to the scheme administered by the National House Building Council;
- 4.3.23 to do all such other things as may seem to him to be properly and reasonably incidental or conducive to any other power vested in him or in the realisation of security hereby constituted
- 4.4 In making any sale or other disposal in the exercise of their respective powers the Receiver or the Mortgagee may accept by way of consideration for such sale or other disposal cash receivable in a lump sum or by way of instalments and upon receipt by the Receiver shall ipso facto be and become charged with the payment of the monies obligations and liabilities secured by this Deed. Any contract for any such sale or other disposal by the Receiver or the Mortgagee may contain conditions excluding or restricting the personal liability of the Receiver or the Mortgagee Plant machinery and other fixtures may be severed and sold in the exercise of their respective powers by the Receivers or the Mortgagee separately from the land to which they are attached without any

consent being obtained from the Mortgagor. In exercising its power of sale the Mortgagee shall have the same powers as the Receiver appointed by its as set out in clauses 4.3.4 to 4.3.22 inclusive

4.5 All monies received by any Receiver appointed under this Deed shall be applied in the following order:-

4.5.1 in payment of the costs charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration;

4.5.2 in the payment and discharge of any liabilities incurred by the Receiver on the Mortgagor's behalf of the exercise of any of the powers of the Receiver;

4.5.3 in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of sub-section 8 of Section 109 of the Law of Property Act 1925;

4.5.4 in or towards payment of any debts or claims which are by statute payable in preference to the money secured by this Deed but only to the extent to which such debts or claims have such preference;

4.5.5 in or towards the satisfaction of the monies and obligations secured by this Deed and any surplus shall be paid to the Mortgagor or other person entitled thereto the provisions of this sub-clause and clause 4.7 shall take effect as and by way of variation and extension of the provisions of the said Section 109 which provisions as so varied and extended shall be deemed incorporated herein

4.6 Every Receiver so appointed shall be deemed at all times and for all purposes to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts and defaults and for the payment of his remuneration

4.7 Every Receiver so appointed shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Mortgagee (or failing such

agreement to be fixed by the Mortgagee) appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted in accordance with his current practise or the current practise of his firm without being limited to the maximum rate specified in Section 109(6) of the Law of Property Act 1925

4.8 Only monies actually paid by any such Receiver to the Mortgagee in satisfaction or discharge of the monies obligations and liabilities secured by this Deed shall be capable of being applied by the Mortgagee in satisfaction thereof

4.9 The Mortgagor hereby irrevocably appoints each and every Receiver appointed by the Mortgagee under the provisions of this Deed as the Attorney of the Mortgagor and in the name and on behalf of the Mortgagor and as the Mortgagor's act and deed or otherwise to seal and deliver and otherwise perfect any deed assurance agreement instrument or act which such Receiver may consider proper in the exercise of any of his powers under this Deed

4.10 The Mortgagor shall at the cost of the Mortgagee give to the Mortgagee and its professional advisors such information or assistance as the Mortgagee may reasonably require relating to the Property

5. **NON EXCLUSIVITY**

The rights powers and remedies provided by this Legal Charge are cumulative and are not and nor are they to be construed as exclusive of any rights powers and remedies provided by law

6. **WAIVER**

No failure on the part of the Mortgagee to exercise or delay on its part in exercising any of the rights powers and remedies provided by this Legal Charge or by law (collectively "the Beneficiary's Rights") shall operate as a waiver thereof nor shall any single or partial waiver of any Beneficiary's Right preclude

any further or other exercise of that one of the Beneficiary's Rights concerned or the exercise of any of the Beneficiary's Rights

7. **INDULGENCE**

The Mortgagee may in its discretion grant time or other indulgence or make any other arrangement variation or release with any person not a party hereto irrespective of whether such person is/are jointly liable with the Mortgagor in respect of the monies secured hereby or in any way affecting or concerning them or any of them or in respect of any security for the monies secured hereby or any of them without in any such case prejudicing affecting or impairing the security hereby constituted or any of the Beneficiary's Rights or the exercise of the same or any indebtedness or other liability of the Mortgagor to the Mortgagee

8. **SEVERABILITY**

Each of the provisions contained in this Legal Charge shall be severable and distinct from the others and if at any time any one or more provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of each of the remaining provisions of this Legal Charge shall not in any way be affected prejudiced or impaired thereby

9. **MORTGAGOR'S REPRESENTATIONS AND WARRANTIES**

The Mortgagor represents and warrants to the Mortgagee that:-

- 9.1 it has corporate power to enter into and perform this Legal Charge and has taken all necessary corporate and other action to authorise this Legal Charge upon the terms and conditions herein set out;
- 9.2 the extension and performance of this Legal Charge will not violate any provision of any existing mortgage indenture contract or other undertaking to which it is a party or which is binding upon it or its assets

10. NOTICE

Section 196 of the Law of Property Act 1925 (which relates to the services of notices) shall for the purposes of this Deed be deemed to be extended as follows:-

- 10.1 notices by or on behalf of any party to any other party hereunder shall be deemed sufficiently served if sent by pre-paid first class post to that party at its registered office or last known address (in the case of individuals);
- 10.2 notices sent by post shall be deemed to be served forty-eight hours after the time of posting and notices delivered by hand shall be deemed served as the time of delivery

11. LAW OF PROPERTY ACT

The limitations imposed by Section 103 of the Law of Property Act 1925 shall not apply and sub-section 93(1) of the Law of Property Act 1925 shall not apply to the charge created pursuant hereto

12. MORTGAGOR'S POWERS

- 12.1 at any time during the continuance of the security created hereby PROVIDED THAT the power of sale and of appointing a receiver shall not become exercisable the Mortgagor shall be entitled:-
 - 12.1.1 to enter into (and where necessary require the Mortgagee (provided that the Mortgagee does not thereby undertake any personal liability) to consent to) any agreements whether under Section 106 of the Town & Country Planning Act 1990 Section 38 of the Highways Act 1980 Section 104 of the Water Industry Act 1991 or otherwise relating to and in furtherance of the development of the Property for any purpose authorised by planning permission then in force or to come into force as a direct consequence of the Mortgagor entering into such agreement or agreements;

12.1.2 to enter into (and where necessary require the Mortgagee (provided that the Mortgagee does not thereby undertake any personal liability) to consent to) any agreement (including wayleaves) or deed with regard to the provision of services by any public utility to the Property and if necessary to transfer free of this Charge (whether as freehold or leasehold) any part of the Property as may be required for the provision of any electricity sub-station or gas governor or for the dedication to any public utility or Local Authority of any adoptable public highways adoptable public sewers or public open space or amenity land.

13. **ASSIGNMENT**

This Deed (and the benefit hereof) shall be freely assignable by the Mortgagee in whole or in part

14. **NATURE OF RIGHTS**

The persons incorporated within the definition of "Mortgagee" in this Deed shall be deemed each to have the rights of the Mortgagee set out herein to exercise as he or she thinks fit and each such person shall be entitled to exercise his or her rights hereunder without reference to any other person within the definition of "Mortgagee" and the obligations and duties of the Mortgagor shall be owed to each and every one of such persons both individually and also collectively as a group

15. **PURCHASER NOT CONCERNED**

No purchaser or other person dealing with the Mortgagee or its delegate or any receiver appointed hereunder shall be bound to see or enquire whether the right of the Mortgagee or such receiver to exercise any of its or his powers has arisen or has been exercisable or be concerned with any notice to the contrary or be concerned to see whether any delegation by the Mortgagee shall have elapsed for any reason or been revoked

16. JURISDICTION

This Legal Charge shall be governed by and construed in accordance with English Law and the Mortgagor hereby irrevocably submits to the jurisdiction of the English Courts but without prejudice to the rights of the Mortgagee to pursue its remedies in any other jurisdiction

Executed as a deed by **BEN BAILEY**)
HOMES LIMITED acting by a director in)
the presence of:)

Director

Signature of witness:

Name:

Address:

4067B

Executed as a deed by **KEYLAND**)
DEVELOPMENTS LIMITED acting by a)
director in the presence of:)

XLB

Handwritten signature

Director

Signature of witness: *[Handwritten signature]*

Name: **N J HEWITT**
Address: Western House, Halifax Road,
Bradford, BD6 2SZ