



Registration of a Charge

Company name: **NORTH LEEDS RESIDENTIAL LIMITED**

Company number: **09939396**



X7AG8W7V

Received for Electronic Filing: **18/07/2018**

Details of Charge

Date of creation: **17/07/2018**

Charge code: **0993 9396 0003**

Persons entitled: **CASTLE TRUST CAPITAL PLC (CRN:7454474)**

Brief description: **DEVELOPMENT MANAGEMENT AGREEMENT DATED 12TH JULY 2018
AND MADE BETWEEN (1) NORTH LEEDS RESIDENTIAL LIMITED AND (2)
WELBY CONSTRUCTION LIMITED**

Contains fixed charge(s).

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **AMARDEEP NANGLA, BROMETS SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9939396

Charge code: 0993 9396 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th July 2018 and created by NORTH LEEDS RESIDENTIAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th July 2018 .

Given at Companies House, Cardiff on 20th July 2018

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

CHARGE OVER BUILDING CONTRACT

THIS LEGAL CHARGE is made on

17th July

2018

BETWEEN

- 1) **NORTH LEEDS RESIDENTIAL LIMITED** incorporated and registered in England and Wales with company number 09939396 and having its registered office at Boston House, 212-214 High Street, Boston Spa LS23 6AD ("the **Borrower**");
- 2) **WELBY CONSTRUCTION LIMITED** incorporated and registered in England & Wales (Company Number 11323481) and having its registered office at Unit 5 Fleming Court, Whistler Drive, Castleford, West Yorkshire, WF10 5HW ("the **Employer**");
- 3) **TRILANDIUM LLP** a limited liability partnership registered in England & Wales (registered number OC346179) and having its registered office at Boston House, 212-214 High Street, Boston Spa LS23 6AD ("the **Contractor**"); and
- 4) **CASTLE TRUST CAPITAL PLC** incorporated and registered in England and Wales with company number 07454474 and having its registered office at 10 Norwich Street, London EC4A 1BD ("the **Lender**").

WHEREAS:-

- (A) The Borrower is the owner of the freehold property forming development land at 35 Stonegate Road, Leeds LS6 4HZ, registered at HM Land Registry under Title Number WYK647999 ("the **Property**").
- (B) The Borrower has entered into a Development Management Agreement with the Employer in respect of the Property, dated on or about the date hereof ("the **DMA**") and the Employer has entered into a JCT D&B, 2016 Building Contract & Deed of Variation thereof with the Contractor, both of which are dated on or about the date hereof (together "the **Agreement**"). As such the Contractor has agreed to develop the Property as more particularly described in the Agreement ("the **Works**").
- (C) By a Legal Charge dated on or about the date hereof and made between (1) the Borrower and (2) the Lender, the Borrower charged the Property by way of legal mortgage to secure payment of all monies therein covenanted to be paid ("the **Legal Charge**").
- (D) The Contractor has agreed to join in this deed to record its consent to the same and to covenant with the Lender as hereinafter provided.

NOW THIS DEED WITNESSETH as follows:-

1. The Borrower HEREBY ASSIGNS AND CHARGES the DMA to the Lender and the Employer HEREBY ASSIGNS AND CHARGES the Agreement to the Lender as a continuing security for the payment of all moneys and the discharge of all obligations and liabilities of the Borrower to the Lender under the Legal Charge

or otherwise secured by way of first fixed charge and all the benefit thereof and the interest or right whatsoever of the Employer in the Agreement and the Borrower in the DMA TO HOLD the same unto the Lender subject only to the proviso hereinafter contained in clause 2 hereof.

2. Upon the discharge of all the Borrower's liabilities under the Legal Charge and under this security the Lender will after such discharge at the request and cost of the Borrower re-assign to the Employer the Agreement and to the Borrower the DMA and all other interest or right of the Employer and the Borrower hereby charged or will otherwise discharge this security.
3. The Borrower, the Employer and the Contractor hereby jointly and severally covenant with the Lender that as at the date hereof the Agreement is valid and subsisting and fully enforceable in accordance with its terms and that there is no subsisting breach of covenant on the part of the Borrower, the Employer or of the Contractor.
4. As long as any monies remain owing on the security of this deed the Borrower and the Employer HEREBY COVENANT with the Lender as follows:-
 - 4.1 To perform and observe all the covenants and provisions contained in the DMA and the Agreement and/or in any other deed affecting the DMA and the Agreement;
 - 4.2 On receipt of any notice order or similar matter affecting or likely to affect this security and in the case of any permission consent licence or other document affecting this security to hand such document to the Lender to be kept with the deeds and documents of title relating to the Property;
 - 4.3 Not to assign transfer further charge or otherwise deal with the DMA or the Agreement without the prior consent in writing of the Lender;
 - 4.4 Upon demand or on the happening of any event specified in clause 8.7 hereof will if the Lender shall so request forthwith execute such further assurance of the Agreement as the Lender shall require.
5. The Employer hereby consents to the assignment of the DMA by the Borrower to the Lender and the Contractor hereby consents to the assignment of the Agreement by the Employer to the Lender.
6. The Contractor hereby covenants with the Lender as follows:-
 - 6.1 That forthwith upon becoming aware of any default by the Employer in accordance with the terms and conditions of the Agreement it will give notice to the Lender in writing of such default;
 - 6.2 That notwithstanding the terms and conditions of the Agreement it will not terminate the Agreement without giving to the Lender not less than 28 days written notice of its intention so to do and if prior to the expiration of the said period of notice the Lender shall have notified the Contractor of its desire to proceed with the Works the Contractor will not terminate the Agreement but will proceed with and complete the Works in accordance with the terms and conditions imposed upon the Contractor under the Agreement and will duly

discharge perform and observe all the liabilities obligations and stipulations on the part of the Contractor to be performed and observe all the liabilities obligations and stipulations on the part of the Contractor to be performed or observed under or by virtue of the Agreement PROVIDED THAT the Lender shall fulfil the obligations of the Borrower under the Agreement.

7. Each of the Borrower & the Employer hereby irrevocably appoint the Lender as their respective attorney in its name to execute such further assurance of the Agreement and the DMA as is hereinbefore provided.
8. IT IS HEREBY AGREED AND DECLARED as follows:-
 - 8.1 A demand for payment or any other demand or notice under this security may be made by any director manager or cashier on behalf of the Lender by letter sent by first class post addressed to any other party hereto at its registered office and every demand or notice so made or given shall be deemed to have been made or given on the second working day after the letter was posted and the provisions of Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Act 1962 shall apply to every such demand or notice;
 - 8.2 This deed shall be a continuing security for the payment on demand of all liabilities of the Borrower under the Legal Charge and all and any liability of the Borrower to the Lender under this deed;
 - 8.3 This security shall not be considered as satisfied or discharged by an intermediate payment of part of the monies owing as aforesaid but shall constitute and be a continuing security to the Lender notwithstanding any settlement of account or other matter whatsoever and shall be in addition to and shall not operate so as to prejudice in any way or affect the security created by any deposit already made with the Lender of title deeds and documents relating to the Property or any other securities which the Lender may now or at any time hereafter hold in respect of the monies secured under the Legal Charge or any part thereof;
 - 8.4 Nothing herein contained shall prejudice or affect any lien to which the Lender is by law entitled on any other securities which the Lender may at the time hold from the Borrower or on his account;
 - 8.5 The statutory restriction on the consolidation of mortgages shall not apply to this security;
 - 8.6 If the Employer shall default in any of its obligations under the Agreement the Lender may at any time thereafter enter upon and take possession of the Works and of all goods and materials on the Property and so far as the Works are then unbuilt or unfinished to build or complete the same in accordance with the Agreement or any building contract or agreement then in force or otherwise with liberty to agree with the Contractor or any other person interested in any such contract or agreement then in force or otherwise any modification thereof. For the purposes of this clause the Lender may employ and pay an architect a surveyor contractors builders workmen and others make any payments necessary to secure the use of any plans and documents relating to the erection or completion of the Works and purchase all such property materials and purchase

or hire such equipment as the Lender in its absolute discretion deems fit. All monies expended by the Lender in pursuance of this clause shall be paid by the Borrower within seven days of written demand and if not so paid shall carry interest at the rate applicable to the monies secured under the Legal Charge and until repayment of all such monies and interest shall be charged on the Property;

8.7 All monies owing hereunder shall become immediately due and payable and the Lender shall immediately have the right to serve notice on the Contractor of its intention to assume the obligations of the Employer under the Agreement and to serve notice on the Employer of its intention to assume the obligations of the Borrower under the DMA and the rights of the Lender under the Agreement shall become immediately exercisable by the Lender in any of the following events namely:-

8.7.1 The Borrower entering into any composition or arrangement with or for the benefit of creditors.

8.7.2 On the making of a winding up order or on the passing of a resolution for the winding up of the Borrower (other than for solvent reconstruction).

8.7.3 The Borrower failing to make due and punctual payment of any monies payable under the Agreement.

8.7.4 The Borrower failing to perform and observe any of the covenants provisions agreements conditions and declarations herein contained or contained in the Legal Charge or the conditions of any loan and on the part of the Borrower to be performed or observed.

8.7.5 The Lender receiving a notice from the Contractor pursuant to the provisions of clause 6 hereof.

9. In this deed unless the context otherwise requires the following expressions have the meanings hereby assigned to them respectively that is to say:

9.1 "the Borrower" shall include its successors and assignees under the DMA;

9.2 "the Employer" shall include its successors and assignees under the Agreement and the DMA;

9.3 "the Contractor" shall include its successors and assignees under the Agreement;

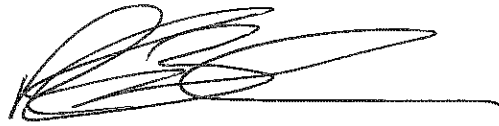
9.4 "the Lender" shall include its successors in title and assigns.

IN WITNESS whereof the Borrower and the Contractor have executed this deed the day and year first before written

IMPORTANCE NOTICE - WE RECOMMEND THAT YOU CONSULT YOUR SOLICITOR OR
OTHER INDEPENDENT LEGAL ADVISER BEFORE EXECUTING THIS DOCUMENT

Executed as a deed by
North Leeds Residential
Limited acting by
[RUSSEN BAKER], director

in the presence of:



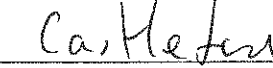
Director



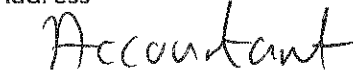
Witness



Full name



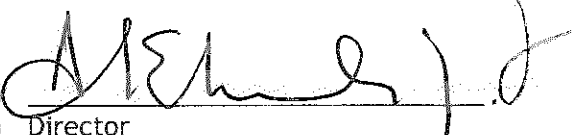
Address

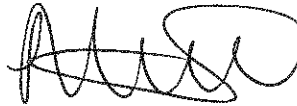


Occupation

Executed as a deed by
Welby Construction Limited by
Adrienne Erkulis director

in the presence of:


Director



)
) Witness

) SATPAL MANKU

) Full name

) 207 WETHERBY ROAD

) LEEDS, LS17 8NU

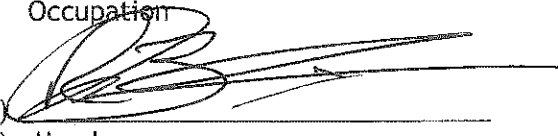
) Address

) QUANTITY SURVEYOR

) Occupation

Executed as a deed by
Trilandium LLP by
[RUSSELL BAICER], member

in the presence of:


Member

) N: Jay: Gilbert

) Witness

) Nicholas Jay Gilbert

) Full name

) 5 Flemings Court

) Castlebar

) Address

) Accountant

) Occupation