



**Registration of a Charge**

Company name: **GREEN NEW BUILDS LTD**

Company number: **10271523**



X8iZJ59S

Received for Electronic Filing: **25/11/2019**

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**Details of Charge**

Date of creation: **20/11/2019**

Charge code: **1027 1523 0001**

Persons entitled: **MOODY VENTURE CAPITAL LLP**

Brief description: **LAND EAST OF NEW LODGE LYNN ROAD WEETING IP27 0QS**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

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

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**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: **AARON CANE**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10271523

Charge code: 1027 1523 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th November 2019 and created by GREEN NEW BUILDS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th November 2019 .

Given at Companies House, Cardiff on 26th November 2019

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 *20 November* 2019

(1) GREEN NEW BUILDS LIMITED

and

(2) MOODY VENTURE CAPITAL LLP

**LEGAL CHARGE**

relating to

**Land east of New Lodge Lynn Road Weeting IP27 0QS**



[www.teeslaw.com](http://www.teeslaw.com)

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57 M 17960/662-05-11-2019

Date:

20 November 2019

Parties:

- (1) Developer: **GREEN NEW BUILDS LIMITED** (company registration number 10271523) whose registered office is at 2 Trust Court Histon Cambridge England CB24 9PW
- (2) The Financier: **MOODY VENTURE CAPITAL LLP** (company registration number OC390814) whose registered office is situate at Moody House 106-108 High Street Ingatestone Essex CM4 0BA

## RECITALS

- (A) By the Deed the Financier agreed to pay the Advance to the Developer's order on the terms and subject to the conditions and provisions contained in the Deed
- (B) The Developer is the estate owner absolute in possession in respect of the fee simple in the Property
- (C) The parties have agreed to enter into this Legal Charge by way of security for the discharge of the Developer's obligations under the Deed in the manner set out below

**NOW THIS DEED WITNESSES** as follows:-

### 1. Definitions

In this Legal Charge:

- 1.1 'Interest' means interest to be paid by the Developer pursuant to the provisions of the Deed

- 1.2 'the Deed' means a Deed dated the 20 day of November 2019 and made between the Financier and the Developer
- 1.3 'the Property' means the property specified in the schedule below and all buildings and fixtures on it
- 1.4 Words in this Legal Charge have the same meaning they have in the Deed unless stated to the contrary in this Legal Charge
- 1.5 This Legal Charge shall be interpreted in the same manner as the Deed

**2. Developer's covenant to pay sums due under the Deed and costs**

- 2.1 The Developer covenants with the Financier to pay or discharge on demand the Debt and Interest
- 2.2 The Developer covenants with the Financier to pay to the Financier on demand and on a full and unlimited indemnity basis all costs, charges, expenses and liabilities paid and incurred by the Financier (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this Legal Charge (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Financier becomes liable for them until payment by the Developer at the Default Interest Rate
- 2.3 Without prejudice to the generality of the provisions of that clause the Developer's liability under clause 2.2 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:
  - 2.3.1 the contemplation and institution of all proceedings and other action in connection with the enforcement preservation and protection of the security constituted by this Legal Charge;
  - 2.3.2 the contemplation and institution of all proceedings and other action (whether against the Developer or otherwise) for the payment or

discharge of the money and liabilities secured by or associated with this Legal Charge;

- 2.3.3 the exercise or contemplated exercise of any power, right or discretion conferred by this Legal Charge or by law on the Financier;
- 2.3.4 any default by the Developer or any surety in compliance with the obligations imposed by the terms of this security or associated with it;
- 2.3.5 any impeachment or attempted impeachment of the title of the Financier (whether by the Developer or by a third party) or of the title of the Developer;
- 2.3.6 the contemplation or doing of any other matter or thing which the Financier considers to be for the benefit or improvement of the security

### **3 Legal Charge**

The Developer with full title guarantee charges the Property to the Financier by way of first legal mortgage with the payment or discharge of all money and other obligations and liabilities agreed to be paid or discharged by the Developer under the Deed or otherwise secured by this Legal Charge

### **4 Developer's representations and warranties**

The Developer represents and warrants to the Financier that:

- 4.1 the execution of, and the observance and performance of his obligations under, this mortgage does not and will not contravene any other charge, mortgage, lease, loan facility or other agreement; and
- 4.2 the execution of and the observance of its obligations under this mortgage does not and will not contravene any of the provisions of its Memorandum and Articles of Association

### **5 Developer's covenants as to the Property**

The Developer covenants with the Financier as set out below.

## **5.1 Repair**

- 5.1.1 The Developer will keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in good and substantial repair and good working order and condition
- 5.1.2 The Developer will permit the Financier and its representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the said buildings, fixtures and fittings, services and service media without the Financier becoming liable as mortgagee in possession
- 5.1.3 If the Developer fails to maintain the buildings, fixtures and fittings, services and service media in the requisite state of repair and condition the Financier and his representatives may (but without being bound to do so) at any time thereafter enter upon the Property or any part of it and execute all remedial works that the Financier considers to be necessary and proper without the Financier thereby becoming liable as mortgagee in possession
- 5.1.4 The Developer will on demand repay to the Financier all expenses incurred by the Financier in carrying out inspections and works permitted by this clause together with interest from the date when the Financier becomes liable for the same until repayment by the Developer at the Interest Rate all of which money and interest shall be charged on the Property

## **5.2 Alterations**

The Developer will not without the prior consent in writing of the Financier make any structural or material alteration to, or pull down or remove any or any part of, any buildings, fixtures and fittings, services and service media in or upon or associated with the Property

## **5.3 Insurance**

- 5.3.1 The Developer will at all times during the Development Period at its own expense maintain and pay the premiums for a contractor's all

risks policy of insurance for the works in progress and completed and unsold dwellings and with stated excesses with an insurer of repute in the form required by or as approved in writing by the Financier and shall similarly keep insured the relevant structures in the joint names of the Developer and the Financier in their full reinstatement cost for the time being and unfixed goods and materials in connection with the Building Works in their full replacement cost for the time being including the cost of demolition and site clearance against the insured risks whether or not caused by terrorism with an insurer of repute and on demand give the Financier a copy of the said policy and evidence of payment of the premium therefore and for this purpose:

5.3.1.1 the insured risks are fire, lightning, explosion, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, vandalism terrorism, malicious damage, earthquake, aircraft and other aerial devices or articles dropped therefrom, riot and civil commotion, and such other risks as either the Developer or the Financier may reasonably require to be insured; and

5.3.1.2 the relevant structures are the buildings and structures constructed, in course of construction or standing on the Property but excluding temporary buildings, plant, tools and equipment owned or hired by the Demolition Contractor or the Building Contractor

5.3.2 If the Developer fails to perform any of his obligations under this clause and if the Financier takes out any insurance on the Property or any part of it, the Developer will on demand repay to the Financier all payments made by him for that purpose and will pay interest on them at the Interest Rate from the date of payment until repayment on any money not repaid on demand, and all such money and interest shall be charged on the Property



5.3.3 Any money received under any policy of insurance effected or maintained by the Developer (whether or not pursuant to his obligations under this clause 5.3) shall, at the option and absolute discretion of the Financier, be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security, and if received by the Developer will be held on trust for the Financier for this purpose

#### **5.4 Outgoings**

The Developer will punctually pay, and indemnify the Financier against, all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it

#### **5.5 General covenant to comply with statutes etc**

The Developer will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property or to the employment of persons in the Property are complied with in all respects

#### **5.6 General covenant to produce notices etc**

5.6.1 The Developer will immediately produce to the Financier any order, direction, permission, notice or other matter whatever affecting or likely to affect the Property and served upon the Developer by any third party, and will allow the Financier to make a copy of it.

5.6.2 The Developer will comply with any such order, direction, permission, notice or other matter without delay or, if the Financier so requires, will make or join with the Financier in making such objections or representations against or in respect of the same as the Financier may request or approve

#### **5.7 Specific covenants relating to planning and environmental matters**

- 5.7.1 The Developer will not use the Property for any purpose other than the present permitted use except with the previous written consent of the Financier
- 5.7.2 The Developer will not without the prior consent in writing of the Financier carry out any operation or use the Property for any use which is a development within the provisions of the Town and Country Planning Act 1990 other than the Development
- 5.7.3 The Developer will observe and perform all environmental laws, regulations, directives and codes of practice affecting the Property

## **5.8 Leasing and disposal**

The Developer must not without the prior consent in writing of the Financier:

- 5.8.1 exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder; or
- 5.8.2 otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it.

## **5.9 Compliance with terms of conveyances etc**

- 5.9.1 The Developer will observe and perform the terms of all conveyances, grants, assignments, contracts and other deeds and documents from time to time affecting the Property and binding on the Developer
- 5.9.2 The Developer will keep the Financier indemnified against all proceedings and claims on account of any breach of those terms
- 5.9.3 All expenses damages and costs incurred by the Financier in relation to any such breach together with interest at the Default Interest Rate shall be payable and charged upon the Property as provided by clause 5.1.4

#### **5.10 Not to register**

The Developer must not without the previous consent in writing of the Financier cause or allow any person to be registered under the Land Registration Acts as proprietor of the Property or any part of it and applies to the Chief Land Registrar for the entry of the following restriction on the title to the Property:

‘No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated {date} in favour of Moody Venture Capital LLP referred to in the charges register or their conveyancer’

#### **5.11 Not to Occupy as a Residence**

The Developer shall not during the subsistence of this Legal Charge occupy the Property as a residence nor suffer or permit the Property to be occupied as a residence

#### **5.12 Other charges**

The Developer shall not without the previous consent in writing of the Financier (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security

### **6 Financier's powers and rights**

#### **6.1 Exercise of statutory powers**

6.1.1 Section 103 of the Law of Property Act 1925 shall not apply to this security.

6.1.2 At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the power of sale as amended or varied by this deed shall be immediately

exercisable in respect of the whole or any part of the Property without the restrictions contained in that Act as to the giving of notice or otherwise

## **6.2 Extension of statutory powers**

- 6.2.1 The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Financier may think fit
- 6.2.2 By way of extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Financier shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as he shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 sections 99 and 100 shall be deemed to have been enacted with the omission of sections 99(18) and 100(12)
- 6.2.3 At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Financier may at his absolute discretion exercise any power which a receiver appointed by him could exercise.
- 6.2.4 The powers granted or extended by this clause shall be exercisable free from any liability on the part of the Financier or the person exercising them to the Developer or any other interested person, whether in negligence or otherwise

## **6.3 Powers in respect of furniture and effects**

- 6.3.1 At any time after this security has become enforceable the Financier may, as agent for and on behalf of the Developer and at the expense of the Developer, remove, store, preserve, sell or otherwise dispose of any livestock or any furniture, effects, chattels or other items situate at or in the Property which are not charged by this mortgage
- 6.3.2 The Financier will have no liability to the Developer for any loss incurred in connection with any such removal, storage, preservation, sale or disposal.
- 6.3.3 The Financier will have the right to set off any such proceeds of sale against the sums due under this security
- 6.3.4 The provisions of this clause are not intended to grant the Financier any rights in, or any charge or security over, any livestock, furniture, effects, chattels or other items or the proceeds of any sale of them so as to constitute this security a bill of sale

#### **6.4 Power to appoint a receiver**

- 6.4.1 At any time after this security becomes enforceable, or at the request of the Developer, the Financier may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property
- 6.4.2 The Financier may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver.
- 6.4.3 The Financier may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed
- 6.4.4 None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply

- 6.4.5 Where more than one receiver is appointed they shall have the power to act severally
- 6.4.6 Any receiver so appointed shall be the agent of the Developer for all purposes and the Developer shall be solely responsible for his acts or defaults and for his remuneration
- 6.4.7 Any receiver so appointed shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in section 103 of that Act) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail
- 6.4.8 In addition any receiver so appointed shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the administration or liquidation of the Developer, to do or omit to do anything which the Developer could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power:
- (a) to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Developer or otherwise;
  - (b) to manage or carry on or concur in carrying on any business of the Developer;
  - (c) to raise or borrow money (whether from the Financier or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;
  - (d) to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the

provisions of the Law of Property Act 1925 sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Developer or otherwise;

- (e) to seize and sever all or any fixtures at or in the Property other than and except trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Property or its site;
- (f) to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Developer or the Property or in any way relating to this security;
- (g) to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the matters referred to in clause 6.4.8(f);
- (h) to disclaim, abandon or disregard all or any outstanding contracts of the Developer and to allow time for payment of any debts either with or without security;
- (i) to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions approvals consents or licences;
- (j) to acquire by purchase lease or otherwise any further property assets or rights;
- (k) to appoint, employ and dismiss managers, officers, contractors and agents;

- (l) to do (whether in the name of the Developer or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers and for these purposes the Developer authorises the receiver to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 paragraph 2(1) on behalf of the Developer in respect of the Property

6.4.9 All money received by any receiver shall be applied by him:

- (a) in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);
- (b) in payment to the receiver of such remuneration as may be agreed between him and the Financier at, or at any time and from time to time after, his appointment;
- (c) in or towards satisfaction of the amount owing on this security and the surplus (if any) shall be paid to the Developer or other persons entitled to it

## **6.5 Right to consolidate**

Section 93 of the Law of Property Act 1925 (restricting the Financier's right of consolidation) shall not apply to this security

## **6.6 Power of Attorney**

The Developer irrevocably and by way of security appoints such one of the Financier's directors for the time being as the Financier shall from time to time in writing designate to be the Developer's attorney and in its name and



on its behalf and as its act and deed to execute and deliver and do all such assurances deeds matters acts and things as may be necessary or proper in order to give effect to the agreements and obligations by the Developer to the Financier under this Legal Charge

## **7 Protection of persons dealing with the Financier or a receiver**

No person dealing with the Financier or any receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters:

- 7.1 whether this security has become enforceable;
- 7.2 whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable;
- 7.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;
- 7.4 whether any money remains due under the security; or
- 7.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made;

and the receipt of the Financier or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money

## **8 Indulgence and waiver**

The Financier may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Financier under this mortgage grant to the Developer, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Developer or any other person

## **9 Demands and notices**

- 9.1 A demand or notice by the Financier under this mortgage shall be deemed to have been properly served on the Developer if served by first class letter post, telex or fax addressed to the Developer at or by delivery to its registered office or at any of its principal places of business
- 9.2 Service shall be deemed to be effected notwithstanding the dissolution of the Developer:
- 9.2.1 at 10 am on the second business day immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery,
  - 9.2.2 when dispatched if given by telex or fax, and
  - 9.2.3 when left at the property concerned if delivered.
- 9.3 The methods of service described in clause 9.1 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 section 196
- 9.4 If the expression 'the Developer' includes more than one person, service on any one person shall be deemed to constitute service upon all such persons

## **10 Validity and severability**

- 10.1 Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired
- 10.2 If this mortgage is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security

## **11 Governing law and jurisdiction**

- 11.1 This mortgage shall be governed by and construed in accordance with English law.
- 11.2 It is irrevocably agreed for the exclusive benefit of the Financier that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in such courts.
- 11.3 Nothing in this clause shall limit the Financier's right to take proceedings against the Developer in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not

**IN WITNESS** whereof the Developer has executed this document as a deed the day and year first before written

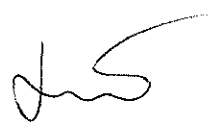
## **SCHEDULE**

### **The Property**

Land east of New Lodge Lynn Road Weeting IP27 0QS as comprised in a transfer dated 24 September 2019 made between Patrick Andrew Childerhouse (1) and Green New Builds Limited (2) and formerly registered under part of title number NK313965

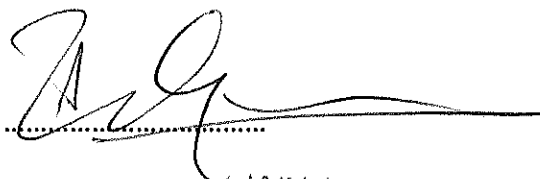
EXECUTED as a DEED (but not  
delivered until dated by  
**GREEN NEW BUILDS LIMITED**  
acting by a director  
In the presence of

)  
)  
)  
)  
)



Witness:

Signature .....



Name .....

IAIN GRIMES  
SOLICITOR  
FRASER DAWBARNES  
29 LONDON ROAD  
DOWNHAM MARKET  
PE38 9AS

Address .....

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