



Registration of a Charge

Company name: **CALA MANAGEMENT LIMITED**

Company number: **SC013655**



X7HKJH61

Received for Electronic Filing: **29/10/2018**

Details of Charge

Date of creation: **25/10/2018**

Charge code: **SC01 3655 0464**

Persons entitled: **SUNLAND NOMINEES PTY LIMITED - BR003464**

Brief description: **THE LAND SHOWN EDGED RED ON THE PLAN ATTACHED TO THE LEGAL CHARGE, BEING PART OF THE LAND AT STANDON HILL, PUCKERIDGE BRAUGHING, HERTFORDSHIRE COMPRISED IN THE TRANSFER.**

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: **ADAM JONES, PARTNER, BIRKETTS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13655

Charge code: SC01 3655 0464

The Registrar of Companies for Scotland hereby certifies that a charge dated 25th October 2018 and created by CALA MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th October 2018 .

Given at Companies House, Edinburgh on 29th October 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**

Land Registry
Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

'Conveyancer' is a term used in this form. It is defined in rule 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives.

1	Title number(s) of the property: HD370248 (Part)
2	Property: The land shown edged red on the Plan attached being part of the land at Standon Hill, Puckeridge, Braughing, Hertfordshire comprised in the Transfer
3	Date: 25 October 2018
4	Buyer: CALA MANAGEMENT LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: SC013655 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Chargee for entry in the register: SUNLAND NOMINEES PTY LIMITED ("Seller") <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: Australia (b) Registered number in the United Kingdom including any prefix: BR003464
6	Seller's intended address(es) for service for entry in the register: LAYTONS LLP Ranger House Walnut Tree Close Guildford GU1 4UL *We hereby certify this to be a true copy of the original Laytons 25/10/18

7	<p>The Buyer with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9 in substitution for the Legal Charge dated 5 October 2018 made between the parties hereto which shall be discharged on the completion of this Charge</p>
8	<p><input type="checkbox"/> The Seller is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input type="checkbox"/> The Buyer applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p>
9	<p>Additional provisions</p> <p>9.1 DEFINITIONS</p> <p>9.1.1 "Agreement" shall mean the Agreement dated 20 December 2017 and made between the Seller (1) and the Buyer (2) for the sale of the Property and the Retained Land</p> <p>9.1.2 "Charged Land" shall mean that part of the Property that is from time to time subject to this Legal Charge</p> <p>9.1.3 "Exempt Disposal" shall mean a lease or transfer to a third party of:</p> <ul style="list-style-type: none"> (i) the site of any sub-station, gas governor, pumping station, balancing pond or any other facility required by any company or organisation providing any utilities or services for the development of the Property; (ii) the transfer of any land to any provider of affordable housing registered under the Housing and Regeneration Act 2008 for the provision of low cost or affordable housing on the Property; or (iii) any other disposal of land required to discharge any obligation imposed in any agreement under Section 106 of the Town and Country Planning Act 1990 or any similar enactment <p>9.1.4 "Permission" means planning permission granted under reference 3/17/1055/OUT on 27 July 2018 or any variation or subsequent planning permission relating to the Property</p> <p>9.1.5 "Plan" shall mean the plan attached hereto</p> <p>9.1.6 "Retained Land" shall mean the land comprised in the Transfer except the Charged Land</p> <p>9.1.7 "Transfer" shall mean the transfer dated 5 October 2018 and made between the Seller (1) and the Buyer (2)</p> <p>9.2 COVENANT TO PAY</p> <p>The Buyer covenants to pay to the Seller the sum of £5,525,750.00 being the balance of the price payable for the land described in the Transfer on 8 October 2019 and interest at the rate of 4% per annum above Barclay's Bank Plc bank rate if not paid on the due date in accordance with its obligations in the Agreement</p> <p>9.3 GRANT AND RESERVATION OF RIGHTS</p> <p>In the event the Seller exercises its power of sale pursuant to clause 9.5 of this Legal Charge, the parties agree to enter into a deed of easement granting and reserving the following mutual rights:</p> <p>9.3.1 The Buyer shall grant to the Seller for the benefit of the Charged Land but reserves for the benefit of the Retained Land the following mutual rights, the expression "Servient Land"</p>

meaning the land over which rights are granted or reserved in paragraphs (a) to (f):-

- (a) to enter onto the Servient Land to lay or connect to any drains, sewers or other service media (together herein called Services) on the Servient Land or laid on the Servient Land within 10 years from the date of the Transfer
- (b) to enter onto the Servient Land to repair, renew, maintain or replace any Services or connections
- (c) to use any Services into which the relevant party has connected in exercising the rights referred to in Paragraphs (a) and (b) above
- (d) a right of way over any roads, paths, footways or accesses on the Servient Land as may reasonably be required to enable access to be gained between the Servient Land and a public highway with or without vehicles and (if no permanent access has been constructed) to construct a temporary access along a route to be approved by the owner of the Servient Land (not to be unreasonably withheld or delayed) pending construction of a permanent means of access
- (e) for the owner of the Servient Land to divert any Services or other facilities which are subject to the rights referred to in paragraphs (a) to (d) above if required to enable any development of the Servient Land to be implemented subject to any diverted Services or route being adequate and sufficient and to there being no interruption in any supply of Services save for any unavoidable momentary interruption on any disconnection and reconnection
- (f) to carry out any works on the Servient Land that may reasonably be required to enable the party exercising the right to comply with any condition or requirement of the Permission or any agreement under Section 106 of the Town and Country Planning Act 1990 relating to the Permission should the owner of the Servient Land fail to do so

9.3.2 The rights granted or reserved are subject of the party exercising the same:

- (a) not laying any connection within three metres of any building on the Servient Land or the site of any building for which planning permission has been obtained
- (b) not exercising any right of entry without giving reasonable prior notice in writing (save in the case of emergency)
- (c) causing as little damage and inconvenience as possible and making good any damage to the reasonable satisfaction of the owner of the Servient Land if not the party exercising the right
- (d) when exercising any right to connect to any Services which are adopted or maintained by a service company or drainage authority carrying out such connection in accordance with the requirements of the relevant company or authority
- (e) paying a fair and reasonable proportion according to use of the costs of maintaining repairing or renewing any private Services or accessways to which it connects and which it uses until such time as they are adopted if not maintained by the party exercising the right

9.3.3 The Buyer and the Seller shall execute any deed required to confirm the grant or reservation of rights set out in this clause 9.3 after either any sale of the Retained Land or any sale of the Property or any part on exercise of the Seller's power of sale

9.4 CONSENTS AND RELEASES

9.4.1 The Buyer shall be entitled to make the payment under clause 9.2 to procure release of the Property from this Legal Charge at any time prior to the date by which they have to be paid under clause 9.2

9.4.2 The Seller shall release this legal charge upon receipt of the balance of the price in accordance with the Agreement and pending such release:-

- (a) The Seller consents as mortgagee to any agreements relating to the construction and adoption of any roads or other highway works, wayleaves, easements or other

agreements relating to the development of the Property or to the provision of services for such development and if requested by the Buyer the Seller shall produce written confirmation of such consent and shall execute any such document within 10 working days of the Buyer's written request

- (b) The Seller shall at the request of the Buyer execute and deliver any release or consent to lease required to enable the Buyer to complete any Exempt Disposals and the certificate or consent required under the terms of the Restriction set out in clause 9.6.3 within 10 working days of the Buyer's written request

9.5 CHARGEES' POWERS

- 9.5.1 Section 103 (i) and (ii) shall not apply to this Charge, and the Seller may exercise its power of sale and the other powers conferred by the Law of Property Act 1925 and this Charge at any time if any sum due hereunder has not been paid within 7 days after written notice requiring payment, it being agreed (for the avoidance of doubt) that all of the balance hereby secured shall be due if the Buyer fails to pay any instalment under clause 9.2 on the due date

- 9.5.2 In the event of the Seller taking possession of the Property or appointing a receiver the Seller and any receiver is hereby authorised as agent for the Buyer to remove store or sell or otherwise deal with any materials, plant, machinery or other chattel assets which the Buyer shall fail or refuse to remove from the Property within seven days of being requested so to do by notice from the Seller or its receiver and the Seller and its receiver shall not be liable for any loss or damage occasioned to the Buyer. The Buyer shall indemnify the Seller and its receiver against all expenses incurred by the Seller or its receiver in relation to such items and the Seller or its receiver shall account to the Buyer for the proceeds of any such sale after deducting any such expenses

9.6 BUYER'S OBLIGATIONS

- 9.6.1 The Buyer shall undertake any development of the Charged Land having first obtained the requisite planning permission and any other requisite approvals and in accordance with such permission and approvals
- 9.6.2 The Buyer shall procure that the works in the course of construction on the Charged Land are insured against the risks normally covered by a contractors "all risks" policy which either automatically notes the interest of any mortgagees or chargees or (should it not) it shall procure that the Seller's interest as chargee is so noted
- 9.6.3 The Buyer shall apply to the Chief Land Registrar for a restriction in Form N to be entered on the Register of Title of all Charged Land on the prescribed Land Registry form and in the following terms:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by Sunland Nominees PTY Limited Level 1, 307 Murray Street, Perth, 6841, and whose UK establishment number is BR003464 and whose address for service in England and Wales is Upp Hall, Braughing, Ware WG11 2PS or their conveyancer or a certificate given by the conveyancer of the proprietor of the registered estate stating that the disposition is a Exempt Disposal (as defined in the legal charge dated [] and made between CALA Management Limited (1) and Sunland Nominees PTY Limited (2)"

9.7 NO LIEN OR CHARGE

It is agreed and declared that except for the Legal Charge in this deed, no lien or charge shall arise in respect of the indebtedness hereby secured

9.8 NO DEALINGS WITH THIS CHARGE

The Seller shall not assign the benefit of the charge to a third party save that if it is necessary

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

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Architectus
 Architectural Design and Technology
 Capella House, 4 Railway Approach, Worthing, West Sussex BN11 1UR
 Tel: 01903 821001 Fax: 01903 821711 Email: designoffice@architectus.co.uk

CLIENT. CALA Homes Northern Home Counties
 PROJECT. Site at Cafe Fields,
 Puckeridge, East Hertfordshire
 DRAWING. Legal Charge Plan

REV	DATE	AMEN	APP	REVISION
DRG. NO.	17/009/091			
SCALE:	1:1250@A3 DATE: Sept 2018			
DRAWN:	CW	125m	APPROVED:	JR