

MR01

Particulars of a charge

110176/26



A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online.  
Please go to www.companieshouse.gov.uk

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument is a deed. Use form MR02

TUESDAY



A06 08/04/2014 #7  
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within  
**21 days** beginning with the day after the date of creation of the charge. If  
delivered outside of the 21 days it will be rejected unless it is accompanied by a  
court order extending the time for delivery

☐ You must enclose a certified copy of the instrument with this form. This will be  
scanned and placed on the public record

**1 Company details**

Company number 00556509  
Company name in full H & T PROPERTIES LIMITED

24 For official use  
→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 04/04/2014

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name ROSEMARY HILLIER

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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**4**

### Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

#### Continuation page

Please use a continuation page if you need to enter more details

Description

Old Dormer Cottage, 29 Pound Lane, Sonning, Reading, RG4 6XD  
128 Hilmanton, Lower Earley, Reading, RG6 4HJ  
7 Conisboro Avenue, Caversham, Reading, RG4 7JB  
High Barn, 25 Pound Lane, Sonning, Reading, RG4 6XD  
Charlwood, 2 Old Bath Road, Sonning, Reading, RG4 6TA  
Berkshire Cottage, 2a Old Bath Road, Sonning, Reading, RG4 6TA  
Land adjoining 2a Old Bath Road, Sonning, Reading, RG4 6TA  
Sun Dial, 23 Pound Lane, Sonning, Reading, RG4 6XD  
107 Albany, Manor Road, Bournemouth, BH1 3EL  
6 Friars Gate, Cliffs Drive, Friars Cliff, Christchurch, BH23 4GA  
Cotswold Cottage, Silver Street, South Cerney, Nr Cirencester, GL7 5TS

**5**

### Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes☒ No**6**

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes**7**

### Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes☐ No

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**Trustee statement ①**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☒

① This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X *Blandy & Blandy*

X

This form must be signed by a person with an interest in the charge

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Particulars of a charge



**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name

Company name

Blandy & Blandy LLP

Address 1 Friar Street

Post town Reading

County/Region Berkshire

Postcode

R G 1 1 D A

Country United Kingdom

DX 4008 Reading

Telephone 0118 951 6800



**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



**Important information**

**Please note that all information on this form will appear on the public record**



**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House'



**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

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

Company number: 556509

Charge code: 0055 6509 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th April 2014 and created by H & T PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th April 2014

*DX*

Given at Companies House, Cardiff on 11th April 2014



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

## LEGAL CHARGE

1	Title number(s) of the property  BK130179, BK260356, BK97503, BK213492, BK98861, BK926, BK328374, BK375981, DT315624, DT357620 and GR147165
2	Property  Old Dormer Cottage, 29 Pound Lane, Sonning, Reading, RG4 6XD 128 Hilmanton, Lower Earley, Reading, RG6 4HJ 7 Conisboro Avenue, Caversham, Reading, RG4 7JB High Barn, 25 Pound Lane, Sonning, Reading, RG4 6XD Charlwood, 2 Old Bath Road, Sonning, Reading, RG4 6TA Berkshire Cottage, 2a Old Bath Road, Sonning, Reading, RG4 6TA Land adjoining 2a Old Bath Road, Sonning, Reading, RG4 6TA Sun Dial, 23 Pound Lane, Sonning, Reading, RG4 6XD 107 Albany, Manor Road, Bournemouth, BH1 3EL 6 Friars Gate, Cliffs Drive, Friars Cliff, Christchurch, BH23 4GA Cotswold Cottage, Silver Street, South Cerney, Nr Cirencester, GL7 5TS
3	Date 4 April 2014
4	Borrower  Berkshire Property Services Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix (Company Registration No 03117611)  <u>For overseas companies</u> (a) Territory of incorporation  (b) Registered number in the United Kingdom including any prefix
5	Lender for entry in the register  Rosemary Hillier  <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  (b) Registered number in the United Kingdom including any prefix
6	Lender's intended address(es) for service for entry in the register  Flat 17, 56 Vincent Square, London, SW1P 2NE

**We hereby certify  
this to be a true copy  
of the original.**

**BLANDY AND BLANDY LLP  
1 FRIAR STREET  
READING RG1 1DA  
DX 4008**

414/14

- 7 The Mortgagor with
- ☒ full title guarantee
- ☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

- 8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register
- ☐ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate

9 Additional provisions

The following words and expressions shall have the following meanings -

"Facility Agreement"- a Facility Agreement dated 5 March 2014 between the Borrower (1) and the Lender (2)

"Mortgagor"- H & T Properties Limited (Company Registration No 00556509) whose registered office is at 215 Cardiff Road, Reading, RG1 8HX

"Secured Liabilities"- all present and future monies obligations and liabilities owed by the Borrower to the Lender whether actual or contingent and whether owed jointly or severally as principal or surety or in any other capacity under or in connection with the Facility Agreement or this deed together with all interest

9 1 Unless the context otherwise requires the expressions 'the Borrower', 'the Lender' and 'the Mortgagor' include their respective successors and assigns whether immediate or derivative

9 2 The Lender has agreed under the Facility Agreement to provide the Borrower with loan facilities on a secured basis

9 3 The Mortgagor owns the Property

9 4 This deed provides security which the Borrower has agreed to ensure is provided to the Lender for loan facilities made or to be made available to the Borrower under the Facility Agreement

9 5 For the purposes of Section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 the terms of the Facility Agreement between the parties are incorporated into this deed

9 6 The Mortgagor agrees that it will repay to the Lender and discharge on demand the Secured Liabilities

9 7 Notwithstanding any other provision of the Facility Agreement it is expressly agreed and understood that

(a) the sole recourse of the Lender to the Mortgagor under this deed is to the Mortgagor's interest in the Property , and

(b) the liability of the Mortgagor to the Lender pursuant to or otherwise in connection with the Facility Agreement shall be

- (i) limited in aggregate to an amount equal to that recovered as a result of enforcement of this deed with respect to the Property, and
- (ii) satisfied only from the proceeds of sale or other disposal or realisation of the Property pursuant to this deed

9 8 The Mortgagor covenants as follows

- 9 8 1 to 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,
  - 9 8 2 to ensure the Property is kept insured for such amount or amounts, in such name or names, and against loss or damage due to such risks and with such underwriters as the Lender may in each case and from time to time approve in writing and will duly and punctually pay all premiums and money necessary for effecting and keeping up such insurance and on demand produce to the Lender a copy of the policy of insurance and the receipt for any premium payable in respect thereof and to note the Lender's interest on the insurance policy,
  - 9 8 3 to comply with the covenants referred to in the Charges register of all the Properties,
  - 9 8 4 to ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property are complied with in all respects,
  - 9 8 5 to obtain the consent of the Lender if the Mortgagor wishes to transfer or charge the Property
- 9 9 If the Mortgagor fails to observe the covenants in this deed the Lender may enter the Property for the purpose of effecting necessary repairs (for which purpose the Lender is not to be regarded as a mortgagee in possession) and the expense incurred by the Lender shall be a charge on the Property, bearing interest at the same rate as the Loan
- 9 10 To use the Property for residential purposes only
- 9 11 Not to lease or agree to lease the Property or any part of it provided that the Mortgagor may let the Property for a maximum duration of 12 months and the Mortgagor must use for such letting an assured shorthold tenancy agreement approved by the Lender (such approval not to be unreasonably withheld or delayed)
- 9 12 The Mortgagor's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by
- (a) any intermediate payment, settlement of account or discharge in whole or in part of the Secured Liabilities,
  - (b) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Lender may now or after the date of this deed have from or against the Borrower, the Mortgagor or any other person in connection with the Secured Liabilities,
  - (c) any act or omission by the Lender or any other person in taking up, perfecting or enforcing any Security, indemnity, or guarantee from or against the Borrower, the Mortgagor or any other person,



- (d) any termination, amendment, variation, novation, replacement or supplement of or to any of the Secured Liabilities [including, without limitation, any change in the purpose of, any increase in or extension of the Secured Liabilities and any addition of new Secured Liabilities],
- (e) any grant of time, indulgence, waiver or concession to the Borrower, the Mortgagor or any other person,
- (f) any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Borrower, the Mortgagor or any other person,
- (g) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of, or Security held from, the Borrower, the Mortgagor or any other person in connection with the Secured Liabilities,
- (h) any claim or enforcement of payment from the Borrower, the Mortgagor or any other person, or
- (i) any other act or omission which would not have discharged or affected the liability of the Mortgagor had it been a principal debtor or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Mortgagor or otherwise reduce or extinguish its liability under this deed

9 13 The Mortgagor waives any right it may have to require the Lender

- (a) to take any action or obtain judgment in any court against the Borrower or any other person,
- (b) to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower or any other person, or
- (c) to make demand, enforce or seek to enforce any claim, right or remedy against the Borrower or any other person,

before taking steps to enforce any of its rights or remedies under this deed

9 14 The Lender shall at any time after the date of this deed have the power of sale and other powers conferred by the Law of Property Act 1925

9 15 Section 196 of the Law of Property Act 1925 will apply to any notice or demand which may be served under this deed but as if the final words of section 196(4) "and that service be delivered" were deleted and replaced by "and that service shall be deemed to be made on the second working day after posting"

9 16 The Lender holds the charge as Security Trustee under the terms of a Security Trust Deed dated 5 March 2014 made between Rosemary Hillier (1) Rosemary Hillier and Robert Edward Hillier (2) and H & T Properties and Berkshire Property Services Limited (3)

Signed as a deed by  
**H & T PROPERTIES LTD**  
acting by a Director in the

Signature

✓ K. Thakur

Director

presence of

Signature of witness

Name (in BLOCK CAPITALS) A. Perin

Address 11 Cherry Close, Emma Green,  
Reading RG4 8UP

Signed as a deed by  
**ROSEMARY HILLIER**  
in the presence of

Signature

R Hillier

Signature of witness

Name (in BLOCK CAPITALS) Andrea Perin

Address 11 Cherry Close, Emma Green  
Reading RG4 8UP