



Registration of a Charge

Company name: **BANBURY ESTATES LIMITED**

Company number: **00896099**



X9462JYW

Received for Electronic Filing: **01/05/2020**

Details of Charge

Date of creation: **01/05/2020**

Charge code: **0089 6099 0019**

Persons entitled: **EMILY JANE OSBAND AND NEVILLE CHRISTOPHER BRADFORD**

Brief description: **THE BORROWER WITH FULL TITLE GUARANTEE CHARGES THE PROPERTY, BEING 9 MEADOW COURT, ST ANDREWS CLOSE, CANTERBURY (CT1 2LF) REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER K976837, BY WAY OF LEGAL MORTGAGE AS SECURITY FOR THE PAYMENT OF THE SUMS DETAILED IN PANEL 9 OF THE CHARGING DOCUMENT. PLEASE SEE CHARGE DOCUMENT FOR MORE DETAILS.**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

JONATHAN HYDE



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 896099

Charge code: 0089 6099 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st May 2020 and created by BANBURY ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st May 2020 .

Given at Companies House, Cardiff on 4th May 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**

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.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: K976837
2	Property: 9 Meadow Court, St Andrews Close, Canterbury (CT1 2LF)
3	Date: 1 May 2020
4	Borrower: Banbury Estates Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00896099 <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: Emily Jane Osband and Neville Christopher Bradford <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: 26a Frognaal, London NW3 6AG

Place 'X' in any box that applies.

Add any modifications.

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

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

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:

Form P

"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 [] in favour of Emily Jane Osband and Neville Christopher Bradford referred to in the charges register or their conveyancer."

9 Additional provisions

1. In this charge unless the context otherwise requires:

'Event of Default' has the meaning given in the Loan Agreement;

'Loan Agreement' means the loan agreement dated 2 March 2020 between the Borrower and the Lender for a loan facility of £300,000 (as amended, varied, supplemented, novated and/or replaced from time to time); and

'Secured Liabilities' means all present and future obligations and liabilities of 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 Loan Agreement or this charge, together with all interest accruing in respect of those obligations or liabilities.

2. This charge is a continuing security for the following sums covenanted to be paid by the Borrower to the Lender:

2.1 The Borrower covenants to pay to the Lender the Secured Liabilities when the same become due for payment.

2.2 The Borrower covenants to pay or reimburse to the Lender and/or any Receiver (as defined below) on demand all costs, charges, expenses (including legal and other professional costs and value added tax thereon), taxes and liabilities properly incurred by the Lender or any Receiver in enforcing (or attempting to enforce) any of the Lender's or Receiver's rights under this charge.

3. The Borrower covenants with the Lender to observe and perform the restrictions and obligations set out below:

3.1 The Borrower must not create or permit to subsist any mortgage, pledge, charge, encumbrance, lien or security interest in the Property other than this charge.

3.2 The Borrower must not sell or dispose of the Property or any estate

or interest in the Property (other than leasing of the Property in the ordinary course of business).

3.3 The Borrower shall insure and keep insured (or procure the insurance of) the Property for not less than the replacement value of the Property and the Borrower assigns to the Lender as a continuing security for the Debt all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies, provided that nothing in this paragraph 3.3 shall constitute the Lender as mortgagee in possession.

4 Enforcement

4.1 The security constituted by this charge shall be immediately enforceable and the power of sale and other powers given by section 101 of the Law of Property Act 1925 ("LPA") (as varied or extended by this charge) shall be immediately exercisable at any time after the Lender has demanded payment of any of the Secured Liabilities following the occurrence of an Event of Default.

4.2 At any time after the security constituted by this charge has become enforceable the Lender may, without further notice appoint in writing, any one or more person or persons to be a receiver or a receiver and manager ("Receiver"), of all or any part of the Property.

5 The power to appoint a Receiver conferred by this charge shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986 ("IA"), the LPA or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA.

6 Any Receiver appointed by the Lender under this charge shall, in addition to the powers conferred on him by the LPA and the IA, have the following powers:

6.1 Power to realise collect and get in the Property and make such demands and take such proceedings as may seem expedient for that purpose, and take possession of the Property with like rights.

6.2 Power to dispose of the Property on such terms and conditions as he thinks fit.

6.3 Power to sever and sell separately the fixtures and fittings from the Property without the consent of the Borrower.

6.4 Power to do all such acts and things as an absolute owner could do in the ownership and management of the Property or any part of it.


7 Any exercise of any of the powers of a Receiver by the Receiver may be on behalf of the Borrower, the directors of the Borrower or himself.

8 Any Receiver appointed by the Lender under this charge shall be the agent of the Borrower and the Borrower shall be solely responsible for his acts and remuneration, as well as for any defaults committed by him. *The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lender.*

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

Execution

EXECUTED AND DELIVERED as a)
DEED by)
BANBURY ESTATES LIMITED,)
acting by ~~MATTHEW PAUL SMITH~~ a)
director)
in the presence of)

Signature of witness: 

Name of witness: *JAMES FIELD*

Address of witness: *KEEPERS LODGE*
NOKE LANE
ST. ALBANS
HERTS AL2 3NK

EXECUTED AND DELIVERED as a)
DEED by)
EMILY JANE OSBAND)
in the presence of:)

Signature of witness:

Name of witness:

Address of witness:

EXECUTED AND DELIVERED as a)
DEED by)
NEVILLE CHRISTOPHER)
BRADFORD)
in the presence of:)

Signature of witness:

Name of witness:

Address of witness:

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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