



Registration of a Charge

Company name: **AAROC LIMITED**

Company number: **01219147**



X5MDHT6R

Received for Electronic Filing: **22/12/2016**

Details of Charge

Date of creation: **19/12/2016**

Charge code: **0121 9147 0001**

Persons entitled: **PENNY LOVEDAY**

Brief description: **24 PHOENIX PAVILIONS, LOWER MARINE PARADE, DOVERCOURT,
ESSEX, CO12 3SS**

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: **STAV ACHILLEA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1219147

Charge code: 0121 9147 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th December 2016 and created by AAROC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2016 .

Given at Companies House, Cardiff on 23rd December 2016

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 OF WHOLE

H. M. LAND REGISTRY

Land Registration Acts 1925 to 2002

County & District : **ESSEX -TENDRING**

Title Number : **EX815092**

Property : **24 Phoenix Pavilions, Lower
Marine Parade, Dovercourt,
Essex CO12 3SS**

THIS LEGAL CHARGE is made on the 19th day of December Two thousand and sixteen **B E T W E E N** (1) **AAROC LIMITED** situate at 143 Croydon Road Caterham Surrey CR3 6PF (Company registration no 1219147) (hereinafter called "the Borrower") and (2) **PENNY LOVEDAY** of 29 Norfolk Avenue South Croydon Surrey CR2 8BT (hereinafter called "the Lender")

RECITALS

- (1) The Borrower is registered with Absolute Title as the Proprietor of the property described in the Schedule _____
- (2) The Lender has agreed to lend to the Borrower the sum of **NINETY THOUSAND POUNDS (£90,000.00)** on condition that its repayment together with interest is secured in the manner appearing below

N O W T H I S D E E D W I T N E S S E T H as follows:

1. Definitions

- 1.1** "the Interest Payment Date" means monthly payments at the interest rate on the outstanding Principal _____

1.2 "the Interest Rate" means 4½ % per annum _____

1.3 "the Principal" means **NINETY THOUSAND POUNDS (£90,000.00)** _____

1.4 "the Redemption Date" means the 19th December ~~2017~~²⁰²¹ or before if the
Borrower repays earlier _____

P.J.-L
875

1.5 "the Property" means the property specified in the Schedule hereto and all
buildings and fixtures on it _____

2 Payment of Principal, interest and costs

In consideration of the Principal now paid by the Lender to the Borrower (receipt of
which the Borrower acknowledges) the Borrower covenants with the Lender as set
out below _____

2.1 Principal

The Borrower covenants with the Lender to pay the Principal to the Lender free from
any legal or equitable right of set-off on the Redemption Date or, if earlier,
immediately on demand if:

- 2.1.1 any interest or other sum payable under this security is not paid within 21
days of becoming due; or
- 2.1.2 the Borrower fails to comply with any term, condition, covenant or provision
of, or to perform any of the obligations or liabilities under, this or any
associated or collateral security; or
- 2.1.3 any representation or warranty given by the Borrower to the Lender is or
becomes incorrect; or
- 2.1.4 any judgment or order made against the Borrower or by any court is not
complied with within 21 days; or
- 2.1.5 the property of the Borrower becomes subject to any forfeiture or execution,
distress, sequestration or other form of process; or

2.1.6 a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to the property charged by this deed or any other property or the Borrower; or

2.1.7 (a) the Borrower becomes subject to an interim order or makes a proposal for a voluntary arrangement under Part VIII of the Insolvency Act 1986 or enters, or seeks to enter, into any other form of composition or arrangement with his creditors whether in whole or in part; or

(b) a petition is presented for the bankruptcy of the Borrower; or

2.1.8 the Lender shall give the Borrower 3 months written notice requiring repayment in full or part _____

2.2 Interest

The Borrower covenants with the Lender to pay to the Lender interest on the Principal (or so much of it as may from time to time remain outstanding, if overdue) at the Interest Rate, from the date of this deed, by one payment each month and such interest and any arrears to be payable as well after as before any demand or judgment or the administration or liquidation or bankruptcy, death or insanity of the Borrower _____

2.3 Costs, charges, expenses and other liabilities

2.3.1 Covenant to pay

The Borrower covenants with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all reasonable costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal and

other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower at the Interest Rate, such interest to be payable in the same manner as interest on the Principal _____

2.3.2 Costs included

Without prejudice to the generality of the provisions of that clause, the Borrower's liability under Clause 2.3.1 will include not only those reasonable costs, charges expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and insofar as they are not so allowable) those incurred in relation to or arising out of:

- (a) the contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security constituted by this deed;
- (b) the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this deed;
- (c) the exercise or contemplated exercise of any power, right or discretion conferred by this deed or by law on the Lender;
- (d) any default by the Borrower in compliance with the obligations imposed by the terms of this security or associated with it;
- (e) any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower; and

- (f) the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security

3 Legal charge

The Borrower with full title guarantee charges the Property to the Lender by way of first legal mortgage with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed _____

4 Provision for redemption

4.1 If the Borrower repays the Principal to the Lender on or before the Redemption Date and all other sums secured by this deed to the Lender on the days on which the same respectively ought to be paid under this deed with interest as provided in this deed the Lender will at the request and reasonable cost of the Borrower duly discharge this security _____

4.2 Any repayment of part (as opposed to the whole) of the Principal Sum shall be subject to the Borrower giving the Lender two months written notice of its intention to make such part repayment and be paid in £5,000 units _____

5. Borrower's Covenants

The Borrower covenants with the Lender that during the continuance of this security:

5.1 (a) the Borrower will keep the Property in good and substantial repair and condition and insured against loss or damage by fire aircraft storm and tempest and such other risks as the Lender may reasonably determine to the full insurable value thereof in some insurance office of repute _____

(b) the Borrower will duly and punctually pay all premiums and other moneys necessary for effecting and keeping up such insurances immediately on the same becoming due and will on demand produce to the Lender the receipt for every such payment and all moneys received on any insurance whatsoever (whether or not effected in pursuance of this obligation to insure) in respect of any loss or damage to the Property or any part thereof shall be applied in making good the loss or damage in respect of which the money is received _____

5.2 The Borrower will permit the Lender or her agents with or without workmen and others at any time at convenient hours in the daytime to enter into the Property and examine the state and condition thereof and will forthwith repair and make good all defects and wants of reparation of which notice in writing shall be given to the Borrowers by the Lender _____

5.3 The Borrower will:-

5.3.1 observe and perform the restrictive and other covenants and stipulations affecting the Property _____

5.3.2 not do anything at the Property in contravention of any legislation from time to time in force relating to Town and Country Planning or the control of pollution _____

5.3.3 observe and perform all the requirements and regulations of the local and other competent authorities concerning the Property _____

5.3.4 pass to the Lender forthwith upon receipt a copy of any notice or other proposal for a notice or order served under any statute order regulation or by-law on the Borrower and of any other matter which will or might

adversely affect the value of the Property and if so required by the Lender to make or join in making such representations in respect thereof as the Lender may reasonably require at the Borrower's expense _____

5.3.5 comply with all statutory and other requirements of all competent authorities which affect or relate to the Property _____

5.4 If the Borrower shall fail or neglect to observe and perform any of the covenants on the part of the Borrower herein contained the Lender may do all such acts and things in relation to the Property as may be reasonably necessary to make good the default or omission of the Borrower and the Borrower will on demand repay to the Lender all reasonable costs charges claims demands damages expenses and other moneys incurred or paid by the Lender in connection therewith together with interest thereon from the time or incurring or paying the same until repayment at the Interest Rate and until so repaid the same shall be charged upon the Property and shall be added to the other sums hereby secured **PROVIDED** that the charge hereby conferred shall be in addition and without prejudice to an not in substitution for any and every other remedy lien or security which the Lender may or but for the said charges would have for the moneys thereby secured or any part thereof _____

6. Restriction

The Borrower applies to enter the following restriction in the Proprietorship Register of the registered estate:

"no disposition of the registered estate by the Proprietor of the registered estate is to be registered without a written consent signed by the Proprietor for

the time being of the Charge dated the 19th December Two Thousand and Sixteen in favour of PENNY LOVEDAY referred to in the Charges Register or if appropriate signed on such Proprietor's behalf by his Conveyancer" ____

THE SCHEDULE

The Property

The Freehold property known as 24 Phoenix Pavilions Lower Marine Parade
Dovercourt Essex CO12 3SS as the same is registered at H.M. Land Registry
under Title Number EX815092

SIGNED as a **DEED** by the said
PENNY LOVE in the presence
of

P.J.L.
S.P.A.

} P.J. Loveday

Name SANDRA ANNE SAUNDERS Signature S.A. Saunders

Address 31 NORFOLK AVENUE SOUTH CROYDON SURREY CR2 8BT

Occupation: ACCOUNTANT

SIGNED as a **DEED** by the said
AAROC LIMITED acting by a
Director and Director/Company
Secretary

} 
.....
Director


.....
Director/Company Secretary