



**Registration of a Charge**

Company name: **CRANFOLD DEVELOPMENTS LIMITED**

Company number: **02603055**



X5FXZ10P

Received for Electronic Filing: **20/09/2016**

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**Details of Charge**

Date of creation: **14/09/2016**

Charge code: **0260 3055 0029**

Persons entitled: **HUGH FRAME BADDELEY**

Brief description: **FREEHOLD LAND ADJOINING FARN BRAKES RUDGWICK WEST SUSSEX**

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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: **HART BROWN AND LYNN MURRAY & CO**



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

Company number: 2603055

Charge code: 0260 3055 0029

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th September 2016 and created by CRANFOLD DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th September 2016 .

Given at Companies House, Cardiff on 21st September 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

**LAND REGISTRATION ACT 2002**

County and District : West Sussex – Horsham  
Title Number : WSX 338917 (part)  
Property : Farn Brakes, Rudgwick,  
Horsham RH12 3EJ  
Date : 14 September 2016

**LEGAL CHARGE**

**Parties**

**1. The Borrower** Cranfold Developments Limited (Co. Reg No. 2603055) of Knowle Road, Cranleigh GU6 8JP

**2. The Chargee** Hugh Frame Baddeley of Farn Brakes, Rudgwick, Horsham, West Sussex RH12 3EJ

**The Loan** One Hundred Thousand Pounds (£100,000) and any costs which may be incurred by the Chargee as described in Clause 2 of the Mortgage Provisions

**Interest Rate** The loan shall not bear interest until the Payment Date but thereafter the interest rate shall be 5% per annum

**Payment Date** Eighteen months (18) from the date hereof

**The Property** The freehold property adjoining Farn Brakes, Rudgwick, West Sussex being that part of the land in title number WSX338917 and was transferred to the Borrower by the Chargee

WE HEREBY CERTIFY THIS  
TO BE A TRUE COPY OF  
THE ORIGINAL



Lynn Murray & Co.  
The Old Bakery  
Collins Court  
39 High Street  
Cranleigh  
Surrey GU6 8AS

by a transfer dated the 5<sup>th</sup> day of  
February 2016 and which was shown edged  
red on the Plan annexed to that transfer

**The Prior Charge**

Legal Charge dated the 14 day of September  
2016 by the Borrower in favour of National  
Westminster Bank Plc

- A. The Borrower charges the Property by way of legal mortgage and with full title  
guarantee (but subject to the Priority Charge) with the payment to the  
Chargee of the loan and any interest which may become payable on it and  
the due performance by the Borrower of its obligations to the Chargee  
pursuant to the Option Agreement
- B. This Charge is not made for securing a current account or further advances
- C. This Charge incorporates the Mortgage Provisions annexed

This document is executed as a deed and delivered as follows :

Signed as a Deed by  
**CRANFOLD DEVELOPMENTS LIMITED**  
acting by

  
Director

In the presence of:

Witness

Signature 

Name LYN MURRAY

Address 1111 Baking

Chino Park

Cranshaw Lane

## MORTGAGE PROVISIONS

### 1. Interpretation

Where the context allows:-

- (a) "The Borrower" and "the Chargee" include the persons deriving title under them.
- (b) Obligations of more than one person are joint and several obligations.
- (c) Expressions used on the front page of the Charge have the meanings there shown.
- (d) Reference to the Property include references to any part or parts of the Property

### 2. Loan

If the Borrower shall default on its obligations to the Chargee to erect a new dwelling at the Property for the benefit of the Chargee pursuant to the obligations contained in the Option Agreement in respect of the Property dated 14 October 2014 made between the Chargee (1) and the Borrower (2) (which option was exercised on 8 January 2016) the loan and the security of this Legal Charge shall include the cost to the Chargee of completing the construction of the new dwelling to the standard prescribed in the said Option Agreement.

### 3. Covenant for payment

The Borrower will on the Payment Day pay to the Chargee the amount of the Loan with simple interest at the Interest Rate.

### 4. Legal date for redemption

The legal right of redemption ceases on the Payment Day and in favour of a purchaser the statutory power of sale arises on that day

### 5. Covenants concerning the Property

The Borrower covenants so long as the Charge is outstanding

- (a) To put and keep any dwelling erected on the property in good and substantial repair.
- (b) To keep the new dwelling to be erected at the Property insured against fire and other contingencies to its full value with responsible insurers and to note the interest of the Chargee on such policy of insurance

- (c) To observe and perform the restrictive and other covenants and stipulations (if any) affecting the Property
- (d) To observe and perform all statutory and regulatory requirements relating to the Property and its development
- (e) Punctually to pay all outgoings in respect of the Property.
- (f) That the statutory powers conferred on a mortgagor in possession of leasing agreeing to lease and accepting the surrenders of leases shall not apply to the Charge and the Borrower will not otherwise without the written consent of the Chargee grant or agree to grant any lease or tenancy of the Property

**6. Entry to inspect**

While the Charge is outstanding the Chargee may enter and inspect the Property at any reasonable time.

**7. Covenant concerning the Prior Charge**

The Borrower further covenants so long as the Charge is outstanding to observe and perform all the covenants and obligations contained or implied in the Prior Charge (other than the covenant for the payment of the principal money thereby secured).

**LEGAL CHARGE**

(subject to a Prior Charge)

Date 14 September 2016

**Borrower** Cranfold Developments Limited

**Chargee** Hugh Frame Baddeley

**Property** Freehold property  
adjoining Farn Brakes, Rudgwick

**Loan**

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**STATUTORY RECEIPT**

I/We

hereby acknowledge that \_\_\_\_\_ have this \_\_\_\_\_ day  
of \_\_\_\_\_ 2016 received the sum of £  
representing the principal money secured by the within-written  
Mortgage together with all interest and costs the payment having  
been made by \_\_\_\_\_

AS WITNESS

\_\_\_\_\_ hand this \_\_\_\_\_ day  
of \_\_\_\_\_ 2016

Signed in the presence of \_\_\_\_\_