



Registration of a Charge

Company name: **GODDEN ASSOCIATES LIMITED**

Company number: **02732083**



X6DK32OB

Received for Electronic Filing: **25/08/2017**

Details of Charge

Date of creation: **25/08/2017**

Charge code: **0273 2083 0004**

Persons entitled: **CAPITAL HOME LOANS LIMITED**

Brief description: **FLAT 3, 41 LONSDALE ROAD, LONDON AND PARKING SPACE SW13 9JR**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **CLARKE WILLMOTT LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2732083

Charge code: 0273 2083 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th August 2017 and created by GODDEN ASSOCIATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th August 2017 .

Given at Companies House, Cardiff on 30th August 2017

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

DEED OF SUBSTITUTION



This Deed of Substitution is made the 25 day of August 2017

Between:

- (1) **Godden Associates Limited** of The Barn, The Polchar, Aviemore, Invernesshire, PH22 1QP (the "Borrower")
- (2) **Capital Home Loans Limited** (Company number 2174236) whose registered office is at Admiral House Harlington Way Fleet Hants GU51 4YA (the "Lender")

Whereas:

- A. This deed is supplemental to a legal charge dated **8 December 2005** and made between the Borrower and the Lender (the "**Principal Deed**") under which the property described in the First Schedule hereto (the "**Original Property**") was charged by the Borrower to the Lender as security for the monies therein covenanted to be paid
- B. The Lender and the Borrower have agreed that the Original Property shall be released from the security created by the Principal Deed and instead the property described in the Second Schedule hereto (the "**Substituted Property**") shall be charged to Lender in substitution for the Original Property as security for the said monies on the terms of this deed

Now this deed witnesses as follows:-

1. In consideration of the charge contained below the Lender hereby surrenders and releases to the Borrower the Original Property from the charge contained in the Principal Deed to hold the same unto the Borrower free from the principal monies interest and other monies secured by and from all claims arising in respect of the Original Property under or in relation to the Principal Deed
2. In consideration of the release contained in clause 1 above the Borrower with full title guarantee hereby charges by way of legal mortgage the Substituted Property with the payment of the principal sum interest and all other monies in the Principal Deed covenanted to be paid
3. The parties agree that save as varied by the substitution of the Substituted Property for the Original Property the Principal Deed shall remain in full force and effect and all the covenants provisions and agreements contained in the Principal Deed shall be incorporated herein as if the same were set out in full and as from the date hereof the Principal Deed shall be read and construed as if the Substituted Property had been the property included in the Principal Deed.
4. The parties hereby apply to the Chief Land Registrar at the Land Registry for a restriction to be entered on the registers of title of the Substituted Property 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 the proprietor for the time being of the charge dated 25 August 2017 in favour of the Lender referred to in the charges register"

In witness whereof the parties have executed this instrument as their deed the day and year first before written.

First Schedule

The Original Property

The property known as Flat 3, 41 Lonsdale Road, London and parking space SW13 9JR registered at the Land Registry under title number TGL62159

Second Schedule

The Substituted Property

The property known as Flat 3, 41 Lonsdale Road, London and parking space SW13 9JR as the same is more particularly described in and demised by a lease dated 24 August 2017 and made between 41 Lonsdale Road Limited (1) Godden Associates Limited (2).

Executed as a deed but not)
delivered until the date hereof by)

GODDEN ASSOCIATES LTD
acting by:)

I. A. Godden

Director

I. A. GODDEN

D. M. Godden

D. M. GODDEN

Director/Secretary

Or

Executed as a deed by
Affixing the Common Seal of)

(which is not delivered until dated)
in the presence of:)


Director

Director/Secretary

I. A. Godden
D. M. Godden

Or

Executed as a Deed by)
)
)
)
(insert name of company) acting)
by a director)
)
)
(insert name of director) in)
the presence of:)

Witness signature: 

Name: NEIL JOHNSTON

Address: FLAT 3, 41 LONSDALE ROAD, LONDON, SW13 9SR

Occupation: CLIENT RELATIONSHIP MANAGER.

Executed as a deed but not)
delivered until the date hereof by)
Capital Home Loans Limited)
acting by:)

Director

Director/Secretary



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"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 25 August 2017 in favour of the Lender referred to in the charges register"

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Executed as a deed but not)
delivered until the date hereof by)

.....)
acting by:)

..... Director

.....Director/Secretary

Or

Executed as a deed by)
Affixing the Common Seal of)

.....)
(which is not delivered until dated)
in the presence of:)

Director

Director/Secretary

Or

Executed as a Deed by)
)
.....)
)
(insert name of company) acting)
by a director)
)
.....)
(insert name of director) in)
the presence of:)


Witness signature:

Name:

Address:

Occupation:

Executed as a deed but not)
delivered until the date hereof by)
Capital Home Loans Limited)
acting by:)


GEOFF YATES
HEAD OF RISK

Director

MATTHEW KIMBER Director/Secretary
HEAD OF OPERATIONS
HEAD OF OPERATIONS



