



Registration of a Charge

Company name: **ABBEYWOOD HOUSE DEVELOPMENTS LIMITED**

Company number: **03102042**



X6L55ILM

Received for Electronic Filing: **12/12/2017**

Details of Charge

Date of creation: **23/11/2017**

Charge code: **0310 2042 0007**

Persons entitled: **SHIRLEY LEWIS
CHRISTOPHER JAMES EDWARD BOYLES**

Brief description: **LAND AT THE REAR OF HOLMLEA AND TAMARISK MANSFIELD ROAD
CLOWNE DERBYSHIRE**

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: **STEVEN DIXON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3102042

Charge code: 0310 2042 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd November 2017 and created by ABBEYWOOD HOUSE DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th December 2017 .

Given at Companies House, Cardiff on 14th December 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**

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 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

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: DY346006
2	Property: Land to the rear of Holmlea and Tamarisk Mansfield Road Clowne Mansfield Derbyshire
3	Date: 23 rd November 2017
4	Borrower: Abbeywood House Developments Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 3102042 <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: Shirley Lewis (1) and Christopher James Edward Boyles (2) <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 for service for entry in the register: (1) Tamarisk Mansfield Road Clowne Derbyshire S43 4DQ (2) 14 Chatsworth Park Avenue Sheffield S12 2UA

Place 'X' in any box that applies.

Add any modifications.

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.

7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <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 in favour of Shirley Lewis and Christopher James Edward Boyles dated <u>23 November</u> 2017</p>
9	<p>Additional provisions</p> <p>9.1 Definitions & Interpretation</p> <p>In this deed the following expressions have the following meanings respectively assigned to them:</p> <p>9.1.1 "the Specified Date" means whichever of the following shall first occur;</p> <p>a) The date 24 months from the date of this Mortgage</p> <p>b) The insolvency of the Borrower</p> <p>9.1.3 "the Sum Due" means £150,000 (one hundred and fifty thousand pounds)</p> <p>9.1.4 "the Lender" means Shirley Lewis and Christopher James Edward Boyles and includes their successors and assignees and includes where the context so admits the person or company for the time being entitled to redeem this security</p> <p>9.1.5 "the Mortgage" means this Legal Charge in favour of the Lender</p> <p>9.2 Borrowers Covenants</p> <p>The Borrower covenants with the Lender as follows:-</p> <p>9.2.1 Not without the consent in writing of the Lender to cause or permit any person to be registered as proprietor of the Property, such consent not to be unreasonably withheld and any administrative or ancillary costs in giving such consent will be payable by the Borrower</p> <p>9.2.2 The Borrower will observe and perform all covenants, conditions, agreements or obligations which affect the property</p> <p>9.2.3 i) The Borrower will not part with possession of the Property or any part thereof nor confer upon any firm, company, body or persons whatsoever any lease, licence, right or interest to occupy the Property or any part thereof without the written consent of the Lender or their duly appointed Solicitors, except that the Lender</p>

hereby agrees and declares that they will upon each bona fide sale of any part of the Property (other than that part of the Property hereinafter known as Plot 1 and Plot 2 shown edged red on the plan attached hereto) consent to the sale and release or cause to be released their charge over such part of the Property being sold in accordance with this clause 9.2.3 without payment or repayment of the Sum Due or any proportion thereof,

9.2.4 The Borrower shall pay to the Lender:-

- i) the sum of £75,000 upon the sale of Plot 1
- ii) the sum of £75,000 upon the sale of Plot 2; - or
- ii) the balance of Sum Due taking into account any repayments which may have occurred upon the Specified Date whichever event in this clause shall first occur

9.2.3 If the Borrower fails to make any payment due under this Mortgage on the due date for payment, interest on the unpaid amount shall accrue daily, from the date of non-payment to the date of actual payment (both before and after judgment at 5% above the Bank of England base rate from time to time).

9.2.4 The Borrower shall keep the Property in a good and substantial state of repair

9.2.5 If so requested by the Lender, the Borrower will forthwith produce to the Lender any order, direction, requisition, permission, notice or other matter whatsoever affecting or likely to affect the Property and served upon the Borrower and allow the Lender to make a copy thereof

9.3 The Power of Sale

9.3.1 The Power of Sale and other powers conferred by the Law of Property Act 1925 shall arise at the date of this Mortgage notwithstanding that the Sum Due or that the Lender is not in possession of the Property or that none of the events specified in the Law of Property Act 1925 section 103 have occurred as the case may be

9.4 Agreements

The Lender and the Borrower hereby apply to the Chief Land Registrar to register a restriction in the form stated in panel 8 hereof

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.

10 Execution

Signed as a Deed by the said
Abbeywood House Developments Limited
Acting by 2 directors

Signed as a Deed by the said
Shirley Lewis
in the presence of:-

S. Lewis
S. N. Solicitors

Foy's Solicitors
31 Mill Street
Clowne
Derbyshire S43 4JN

Signed as a Deed by the said
Christopher James Edward Boyles
in the presence of:-



M Fisher
12 CHATSWORTH PARK AVENUE
SHEFFIELD.
S12 2UA.

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.

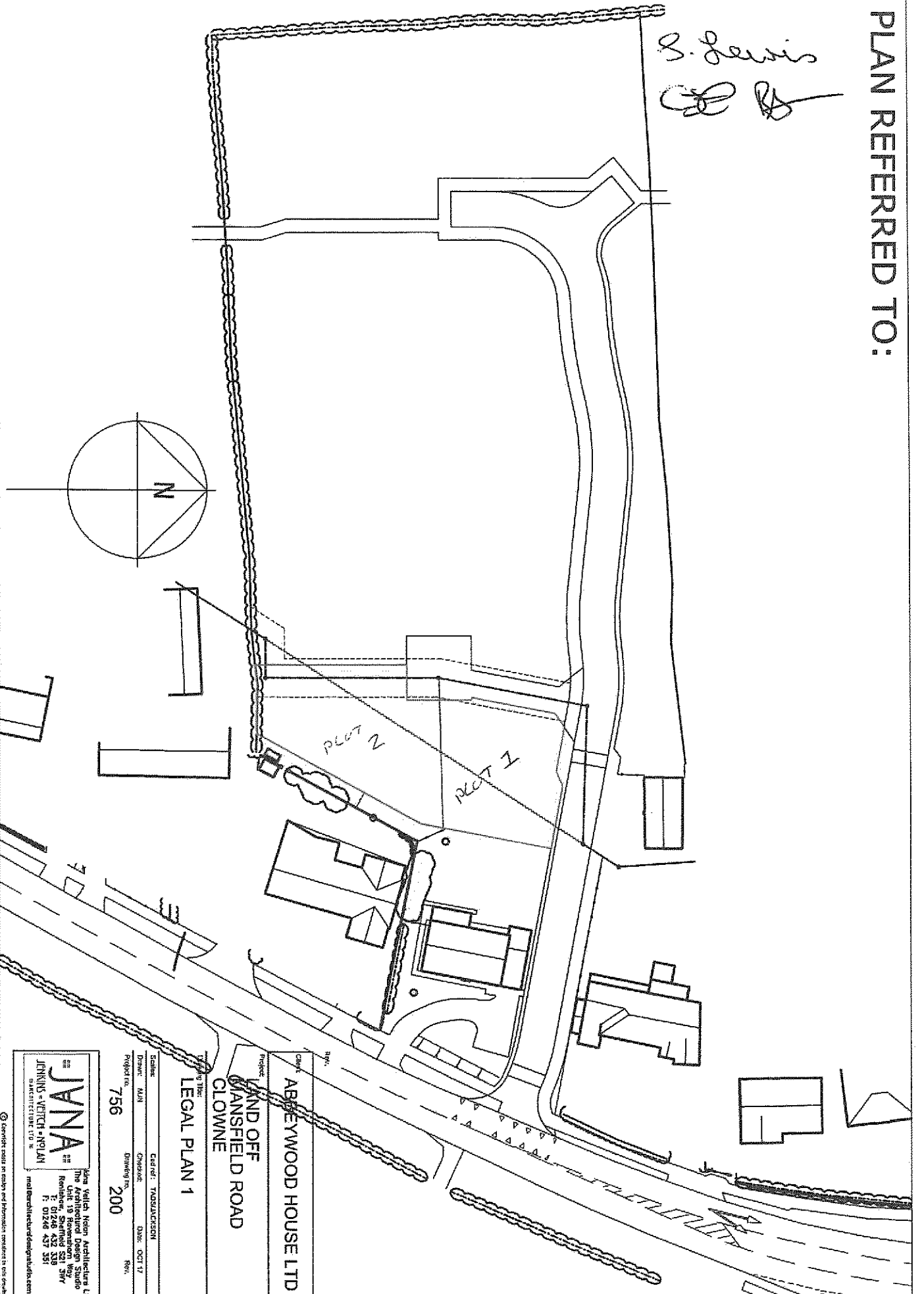
Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

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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PLAN REFERRED TO:

S. Lewis




hereby agrees and declares that they will upon each bona fide sale of any part of the Property (other than that part of the Property hereinafter known as Plot 1 and Plot 2 shown edged red on the plan attached hereto) consent to the sale and release or cause to be released their charge over such part of the Property being sold in accordance with this clause 9.2.3 without payment or repayment of the Sum Due or any proportion thereof,

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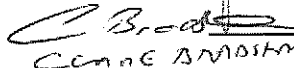
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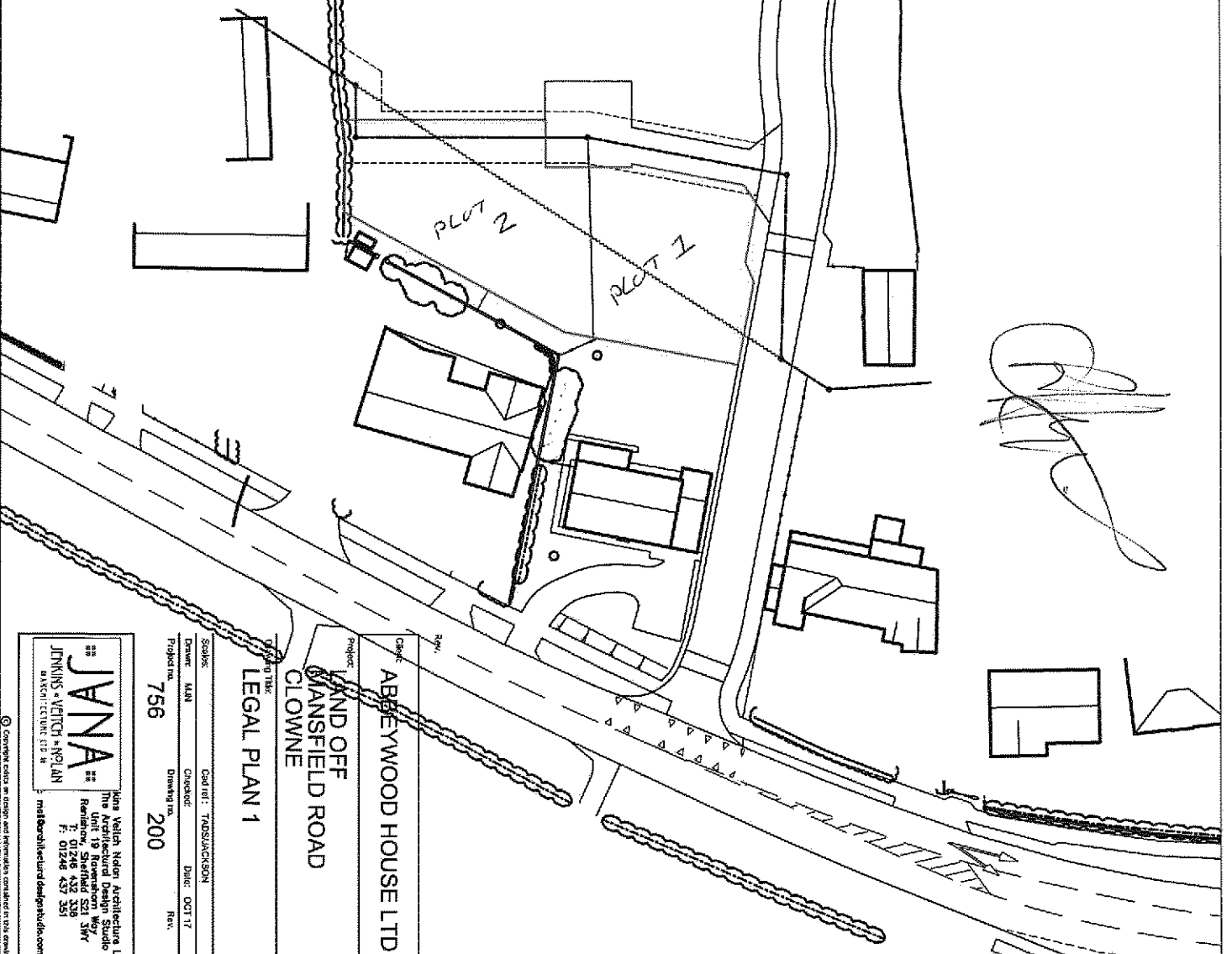
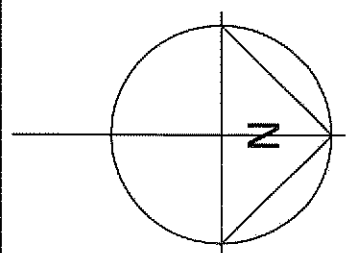
Signed as a Deed by the said
Abbeywood House Developments Limited
Acting by 2 directors

in the presence of:-



C. Broad
Solicitor

Signed as a Deed by the said
Shirley Lewis
in the presence of:-

PLAN REFERRED TO:



Client: ABBEYWOOD HOUSE LTD

Project: LAND OFF
MANSFIELD ROAD
CLOWNE

LEGAL PLAN 1

Drawn: ALAN	Checked: TADSLACKSON
Project no: 756	Drawing no: 200
	Rev:

JANA
JENNINGS - VETICH - NAYLAN
ARCHITECTS LTD

Jana Velich Nidon Architecture Ltd
The Architectural Design Studio
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Barnsley S70 2AB
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