



Registration of a Charge

Company name: **A L PROPERTIES LIMITED**

Company number: **04080224**



X74MWFS8

Received for Electronic Filing: **25/04/2018**

Details of Charge

Date of creation: **24/04/2018**

Charge code: **0408 0224 0135**

Persons entitled: **CAPITAL HOME LOANS LIMITED**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS FLAT 3 CHRISTINE COURT, 44 WENNINGTON ROAD, RAINHAM, RM13 9UB**

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: 4080224

Charge code: 0408 0224 0135

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th April 2018 and created by A L PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th April 2018 .

Given at Companies House, Cardiff on 27th April 2018

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 ...24..... day of....APRIL..... 2018

Between:

- (1) **A. L. Properties Limited** of Harmile House, 54 St Marys Lane, Upminster, Essex, RM14 2QP. (the "Borrower")
- (2) **Capital Home Loans Limited** (Company number 2174236) whose registered office is at Admiral House, Harlington Way, Fleet, Hampshire, GU51 4YA (the "Lender")

Whereas:

- A. This deed is supplemental to a legal charge dated 22 July 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. By a Deed of Substitution dated 28 November 2017 and made between the Borrower and the Lender (the "First Deed of Substitution") the Original Property was released from the security created by the Principal Deed in consideration of the Borrower charging to the Lender the property described in the Second Schedule hereto (the "Substituted Property") with the payment of the principal sum interest and all other monies in the Principal Deed covenanted to be paid.
- C. A section 859D statement of particulars was not delivered to the registrar of companies pursuant to section 859D Companies Act 2006 within the period allowed for delivery pursuant to section 859A Companies Act 2006 and the charge over the Substituted Property by the Borrower created by the First Deed is void as against the third parties specified in section 859H(3) Companies Act 2006.
- D. Pursuant to section 859H(4) of the Companies Act 2005 all monies due from the Borrower to the Lender under the First Deed of Substitution have immediately become payable.
- E. In consideration of the Lender not requiring the Borrower to pay all monies due from the Borrower under the First Deed of Substitution that have immediately become payable the parties have agreed to release the Substituted Property from the security created by the First Deed of Substitution and instead charge the Substituted Property to the Lender 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 Substituted Property from the charge contained in the First Deed of Substitution 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 Substituted Property under or in relation to the First Deed of Substitution.
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 this deed 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 24 APRIL 2018 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 Christine Court, 44 Wennington Road, Rainham, RM13 9UB registered at the Land Registry under title number EGL443404

Second Schedule

The Substituted Property

The property known as Flat 3 Christine Court, 44 Wennington Road, Rainham, RM13 9UB as the same is more particularly described in and demised by a lease dated 28 November 2017 and made between Christine Court Residents Association Limited (1) A. L. Properties Limited (2) registered or to be registered at HM Land Registry under title number BGL138241.

Executed as a Deed by
A.L. Properties Limited
acting by a director

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)
)

Andrew Charalambous

.....
In the presence of:

Witness signature:

K. Panteli

Name: *KRISTIAN PANTELI*

Address: *48 TORRINGTON DRIVE, POTTERS BAR, HERTS, ENG SHS*

Occupation: *RECEPTIONIST*

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

)
)
)
)

Director

Director/Secretary

DEED OF SUBSTITUTION



This Deed of Substitution is made the 24 day of April 2018

Between:

- (1) **A. L. Properties Limited** of Harmile House, 54 St Marys Lane, Upminster, Essex, RM14 2QP. (the "Borrower")
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Whereas:

- A. This deed is supplemental to a legal charge dated 22 July 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. By a Deed of Substitution dated 28 November 2017 and made between the Borrower and the Lender (the "First Deed of Substitution") the Original Property was released from the security created by the Principal Deed in consideration of the Borrower charging to the Lender the property described in the Second Schedule hereto (the "Substituted Property") with the payment of the principal sum interest and all other monies in the Principal Deed covenanted to be paid.
- C. A section 859D statement of particulars was not delivered to the registrar of companies pursuant to section 859D Companies Act 2006 within the period allowed for delivery pursuant to section 859A Companies Act 2006 and the charge over the Substituted Property by the Borrower created by the First Deed is void as against the third parties specified in section 859H(3) Companies Act 2006.
- D. Pursuant to section 859H(4) of the Companies Act 2005 all monies due from the Borrower to the Lender under the First Deed of Substitution have immediately become payable.
- E. In consideration of the Lender not requiring the Borrower to pay all monies due from the Borrower under the First Deed of Substitution that have immediately become payable the parties have agreed to release the Substituted Property from the security created by the First Deed of Substitution and instead charge the Substituted Property to the Lender 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 Substituted Property from the charge contained in the First Deed of Substitution 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 Substituted Property under or in relation to the First Deed of Substitution.
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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 this deed 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.
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In witness whereof the parties have executed this instrument as their deed the day and year first before written.

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Executed as a Deed by)
A.L. Properties Limited)
acting by a director)
)
.....)
In the presence of:)

Witness signature:

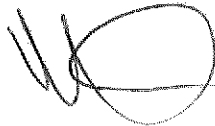
Name:

Address:

Occupation:

MATTHEW KIMBER
HEAD OF OPERATIONS

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

GEOFF YATES
HEAD OF RISK



Director

Director/Secretary

