



Registration of a Charge

Company name: **EDEN PROPERTIES (MIDLANDS) LTD**

Company number: **05762666**

Received for Electronic Filing: **05/10/2020**



Details of Charge

Date of creation: **01/10/2020**

Charge code: **0576 2666 0020**

Persons entitled: **TIMOTHY SIMON HOPKINS
PHILIP OSMAN
GIOVANNA IACOPUCCI
ALEX OSMAN**

There are more than four persons entitled to the charge.

Brief description: **LAND AT ABBERLEY, WORCESTERSHIRE REGISTERED UNDER TITLE
NUMBERS WR95205 AND WR97085.**

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:

MFG SOLICITORS LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5762666

Charge code: 0576 2666 0020

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st October 2020 and created by EDEN PROPERTIES (MIDLANDS) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2020 .

Given at Companies House, Cardiff on 6th October 2020

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

THIS LEGAL CHARGE is made on the 1st day of October 2020

BETWEEN:

- (1) **EDEN PROPERTIES (MIDLANDS) LTD** with company number 05762666 whose registered office is at Unit 1 Bordesley Hall Farm Barns, Storage Lane, Alvechurch B48 7ES 'the Mortgagor'), and
- (2) **TIMOTHY SIMON HOPKINS** of Gemini House, Stourport Road, Kidderminster DY11 7QL, **PHILIP OSMAN, GIOVANNA IACOPUCCI, ALEX OSMAN** and **ZOE MARGHERITA OSMAN** of 22 Nutgrove Close, Kings Heath, Birmingham ('the Mortgagee')

NOW THIS DEED WITNESSES as follows:

1. Definitions

In this charge, unless the context otherwise requires:

- 1.1 'the Act' means the Law of Property Act 1925;
- 1.2 'the Mortgaged Premises' means the property referred to in the schedule, all fixtures in or about it, and all and every interest in it or in the proceeds of sale of it the Mortgagor may charge at law or in equity;
- 1.3 'the Secured Sums' means the sum of £195,000.00 due from the Mortgagor to the Mortgagee pursuant to the terms of an Agreement dated 1st October 2020 made between the parties for the sale and purchase of the Mortgaged Premises.
- 1.4 the expression 'the Mortgagor', where the context so admits, includes the person for the time being entitled to redeem this security and the expression 'the Mortgagee', where the context so admits, includes his successors in title and assigns.

2. Covenant to pay

The Mortgagor covenants with the Mortgagee that as and when the Secured Sums or any part of them are due for payment the Mortgagor shall pay to the Mortgagee the Secured Sums or as the case may be the part of them due to be paid.

3. Charge

- 3.1 The Mortgagor with full title guarantee charges the Mortgaged Premises by way of legal mortgage as a continuing security to the Mortgagee with the payment of all money covenanted to be paid by the Mortgagor under this charge.
- 3.2 The Mortgagor hereby applies to the Land Registry for the following restriction against the registered titles specified in the Schedule:

"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 18 October 2020 in favour of Timothy Simon Hopkins, Philip Osman, Giovanna Iacopucci, Alex Osman and Zoe Margherita Osman referred to in the charges register or their conveyancer."

4. Covenants by Mortgagor

The Mortgagor covenants with the Mortgagee to observe and perform the restrictions and obligations set out below.

4.1 Repair

The Mortgagor must keep the Mortgaged Premises in a good state of repair.

4.2 Payment of outgoings

The Mortgagor must pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise that may be imposed upon or payable in respect of the Mortgaged Premises as and when they become payable and on demand must produce the receipt for such payments.

4.3 Lender's right of inspection

The Mortgagor must permit the Mortgagee to enter the Mortgaged Premises, without prejudice to the powers conferred by this charge and without becoming a mortgagee in possession, for any reasonable purpose and to view the state of the same.

4.4 Not to alter etc

The Mortgagor must not, without the previous consent in writing of the Mortgagee or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Mortgagee in writing (such approval not to be unreasonably withheld or delayed), make any material alterations to the Mortgaged Premises.

4.5 Observance of covenants and compliance with notices

The Mortgagor must observe and perform all covenants, conditions, agreements or obligations on his part in relation to the Mortgaged Premises.

4.6 Insurance

The Mortgagor must insure such of the Mortgaged Premises as are of an insurable nature and keep them insured, with the interest of the Mortgagee noted on the policy of insurance, against loss or damage, to their full insurable value in manner approved by the Lender.

4.7 Proceeds from insurance claims

The Mortgagor must ensure that all money payable under any insurance in respect of loss or damage to the Mortgaged Premises, whether effected or maintained pursuant to the covenants contained in this charge or otherwise, shall be paid to the Mortgagee or, if it is paid to the Mortgagor, must hold all money received on trust for the Mortgagee to be applied in making good the loss or damage in respect of which the money is received or, if the Mortgagees requires, in or towards the discharge of the Secured Sums.

4.8 Observance of terms of conveyances etc

The Mortgagor must observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Mortgaged Premises and binding upon the Lender.

4.9 Creation of other mortgages etc

The Mortgagor must not create or permit to subsist any mortgage, pledge, charge, encumbrance, lien or security interest in the Mortgaged Premises other than this security.

4.10 Sale etc of Mortgaged Premises

The Mortgagor must not transfer the estate in the Mortgaged Premises or any part thereof without simultaneously paying the Secured Sums to the Lender.

4.11 Leases and Licences Affecting the Mortgaged Premises

The Mortgagor shall not, without the prior written consent of the Lender, grant any lease licence or tenancy affecting the whole or any part of the Mortgaged Premises or let any person into occupation of or share occupation of the whole or any part of the Mortgaged Premises.

4.12 Perfection of security

The Mortgagor must execute and do all such assurances and things as the Mortgagee may reasonably require for perfecting this security, preserving the Mortgaged Premises, facilitating the realisation of the Mortgaged Premises in such manner as the Mortgagee may think fit and directs, and exercising all powers, authorities and discretions conferred by this charge or by law on the Mortgagee or any receiver appointed by him.

4.13 Payment of costs etc

The Mortgagor must pay on demand, on the footing of a full indemnity by the Mortgagor from and against them, all costs, charges and expenses, whether in the nature of income or capital, properly incurred by the Mortgagee or by any receiver appointed by him in or in connection with the exercise of any powers conferred by

this charge or by statute, or that they or either of them incur in or in connection with the recovery or attempted recovery of the Secured Sums or the preservation or attempted preservation of this security or of the Mortgaged Premises and the remuneration of any receiver.

5. Statutory powers

- 5.1 The statutory powers conferred upon the Mortgagees varied and extended by this charge and all other powers conferred in this charge shall in favour of any purchaser, as defined in section 205 of the Act, or person dealing in good faith be deemed to arise and be exercisable immediately after the execution of this charge.
- 5.2 The restriction on the right of consolidating mortgage securities contained in section 93 of the Act shall not apply to this security.

6. Enforcement of security

6.1 Powers to be exercisable without restrictions

Section 103 of the Act shall not apply to this security. Failing payment of the Secured Sums as and when they become due or other breach of the covenants and conditions on the Mortgagor's part contained in this charge, this security shall become enforceable and the powers conferred upon the Mortgagee by the Act and this charge immediately exercisable without the restrictions contained in the Act as to the giving of notice or otherwise with respect to the whole or any part of the Mortgaged Premises.

6.2 Appointment of receiver

6.2.1 At any time after this security has become enforceable or if at any time the Mortgaged Premises appear to the Mortgagee to be in danger of being taken in execution by any creditor of the Mortgagor or to be otherwise in jeopardy, the Mortgagee may by writing and without notice to the Mortgagor:

6.2.1.1 appoint any person to be a receiver of the Mortgaged Premises or any part of them, and

6.2.1.2 remove any such receiver whether or not appointing another in his place, and may at the time of appointment or at any time subsequently fix the remuneration of any receiver so appointed.

6.2.2 None of the restrictions imposed by the Act in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply.

6.2.3 Any receiver so appointed shall, in addition to the powers conferred by the Act, have power at his discretion, to such extent and upon such terms and conditions as he may in his absolute discretion think fit and without being responsible for any loss or damage that may arise or be occasioned:

- 6.2.3.1 to take possession of, collect and get in the Mortgaged Premises or any part of them;
- 6.2.3.2 to repair, insure, protect, improve, enlarge, develop, build on, reconstruct or replace the Mortgaged Premises or any part of them or to acquire by purchase lease or otherwise any further property assets or rights;
- 6.2.3.3 to dispose or concur in disposing of the whole or any part of the Mortgaged Premises, or to let, or surrender or accept surrenders of any lease or concur in letting or surrendering or accepting surrenders of any lease of the whole or any part of the Mortgaged Premises, and in particular but without prejudice to the generality of the above, to carry such disposal, letting or surrender into effect by conveying, transferring, leasing, letting, surrendering or accepting surrenders in the name or on behalf of the Mortgagor or otherwise;
- 6.2.3.4 to exercise all the powers conferred on the Mortgagor by any statute, deed or contract in respect of any part of the Mortgaged Premises;
- 6.2.3.5 to make any arrangement or compromise in respect of the rights of the Mortgagor;
- 6.2.3.6 to raise or borrow money upon the security of the Mortgaged Premises from the Mortgagee or otherwise;
- 6.2.3.7 to retain his remuneration and all costs charges and expenses incurred by him out of any money received by him;
- 6.2.3.8 to do all such other acts and things as he may consider incidental or conducive to the exercise of any of the above powers; and
- 6.2.3.9 to do anything in relation to the Mortgaged Premises that he could do if he were absolutely entitled to them.

The receiver shall in the exercise of his powers conform to any regulations and directions made by the Mortgagee and shall not be responsible, nor shall the Mortgagee be responsible, for any loss occasioned as a result. A receiver appointed under this security shall be deemed to be the agent of the Mortgagor and the Mortgagor shall alone be responsible for his acts and defaults and shall alone be responsible for his remuneration.

6.3 Exercise of receiver's powers by the Lender

At any time after this security has become enforceable and notwithstanding the appointment of any receiver under it, the Mortgagee may at his discretion and without being responsible for any loss or damage that may arise in that connection and without any consent by the Mortgagor exercise any power which a receiver appointed by him could exercise.

6.4 Sale of mortgaged premises

Where the Mortgaged Premises or any part of them are sold by the Mortgagee or any receiver appointed by him they may be sold either:

6.4.1 together or in parcels,

6.4.2 by public auction or private contract, and

6.4.3 for a lump sum, a sum payable by instalments or a sum on account and a mortgage or charge for the balance.

The Mortgagee or receiver may upon any sale make any special or other stipulations as to title or otherwise that the Mortgagee or receiver considers expedient, and may buy in, rescind or vary any contract for sale.

7. Money arising on enforcement of security

All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge shall be applied in the following order of priority:

7.1 in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Mortgaged Premises including the remuneration of any receiver,

7.2 in payment of the interest remaining unpaid, and

7.3 in payment of all principal money, premiums or other sums comprised in the Secured Sums,

and any other surplus may be paid to the person so entitled. If the Mortgagee so determines payments may be made on account of such principal, premium or other sums before the interest or the whole of the interest on the Secured Sums has been paid, but such alteration in the order of payment of principal, premium and other sums and interest shall not prejudice the right of the Mortgagor to receive the full amount to which it would have been entitled if the ordinary order of payment had been observed or any less amount the sum ultimately realised from the security may be sufficient to pay.

8. Power of attorney

The Mortgagor irrevocably and by way of security appoints each of the Mortgagee and any person nominated for the purpose by the Mortgagee in writing, including every receiver

appointed by him, severally as attorney of the Mortgagor, for the Mortgagor and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing it ought to execute and do under the covenants, undertakings and provisions contained in this charge or that may be required or deemed proper in the exercise of any rights or powers under this charge or otherwise for any of the purposes of this security, and the Mortgagor covenants with the Mortgagee to ratify and confirm and confirm all acts or things made done or executed by such attorney as specified above.

9. Liability of Mortgagee or receiver

Neither the Mortgagee nor any receiver appointed by the Mortgagee shall by reason of the Mortgagee or any such receiver entering into possession of the Mortgaged Premises or any part of them be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable.

10. Persons dealing with Mortgagee or receiver

No person dealing with the Mortgagee or any receiver appointed by him, or with his attorney or agent, shall be concerned, bound or entitled to enquire or be affected by notice as to:

- 10.1 whether this security has become enforceable,
- 10.2 whether any power exercised or purported to be exercised by him has become exercisable,
- 10.3 the propriety or purpose of the exercise of any power under this charge,
- 10.4 whether any money remains due on the security of this charge, or
- 10.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made.

The receipt of the Mortgagee or any receiver or his attorney or agent for any money shall effectually discharge the person paying the same from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

11. Continuing security

This security shall be a continuing security to the Mortgagee and shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the Secured Sums and shall be in addition and without prejudice to or affect any other mortgages, charges, securities, liens, remedies or guarantees whatsoever that may now or at any time subsequently be held for or in respect of the Secured Sums.

12. Default by Mortgagor

Without prejudice to any other rights and remedies of the Mortgagee and whether or not the Secured Sums have become due, if default is at any time made by the Mortgagor in the performance of all or any of the covenants contained in this charge it shall be lawful, but not obligatory, for the Mortgagee to perform them or to settle, liquidate or compound or contest any claim made against the Mortgagor and to pay all costs, expenses and damages occasioned as a result, with power in the case of the failure to repair buildings or to carry out any works or do any things in accordance with the covenants and obligations contained above to enter upon the Mortgaged Premises without being deemed in any of the above events to be mortgagee in possession by reason of such entry.

13. Indulgence

The Mortgagee may at any time or times, without discharging or in any way prejudicing this security or any remedy of the Mortgagee under this charge, grant to the Mortgagor or to any other person time or indulgence or further credit, loans or advances, enter into any arrangement or variation of rights or abstain from perfecting or enforcing any remedies, securities, guarantees or rights he may now or subsequently have from or against the Mortgagor or any other person.

14. Demands and notices

A demand or notice under this charge shall be made in writing and may be served on the Mortgagor either personally or by post. A demand or notice by post may be addressed to the Mortgagor at his address last known to the Mortgagee and a demand or notice so addressed and posted shall be effective notwithstanding that it is returned undelivered.

15. Representation and warranty

The Mortgagor represents and warrants to the Mortgagee that the execution of this charge and the observance and performance of its obligations under this charge does not contravene any charge, mortgage, loan facility or other agreement.

IN WITNESS of the above this charge has been executed and delivered by or on behalf of the parties on the date stated at the beginning of this charge

SCHEDULE

The Mortgaged Premises

Land at Abberley, Worcestershire registered under title numbers WR95205 and WR97085

SIGNED as a DEED by
EDEN PROPERTIES (MIDLANDS) LTD
acting by a director
in the presence of:



Witness:



Name: JULIE GREEN

Address: UNIT 1 BORDESLEY HALL FARMS, STODDASE
LANE, ALVECHURCH, B48 7ES

Occupation: PROPERTY MANAGER

SIGNED as a DEED by
TIMOTHY SIMON HOPKINS
in the presence of:

Witness:

Name:

Address:

Occupation:

SIGNED as a DEED by
PHILIP OSMAN
in the presence of:

Witness:

Name:

Address:

Occupation:

SIGNED as a DEED by
GIOVANNA IACOPUCCI
in the presence of:

Witness:

Name:

Address:

Occupation:

SIGNED as a DEED by
ALEX OSMAN
in the presence of:

Witness:

Name:

Address:

Occupation:

SIGNED as a DEED by
ZOE MARGHERITA OSMAN
in the presence of:

Witness:

Name:

Address:

Occupation: