



Registration of a Charge

Company name: **A & C PROPERTY DEVELOPMENT LIMITED**

Company number: **06336231**



X9X72BNN

Received for Electronic Filing: **29/01/2021**

Details of Charge

Date of creation: **29/01/2021**

Charge code: **0633 6231 0004**

Persons entitled: **MASTHAVEN BANK LIMITED**

Brief description: **39 ESMOND ROAD LONDON W4 1JG**

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: **BRIGHTSTONE LAW LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6336231

Charge code: 0633 6231 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th January 2021 and created by A & C PROPERTY DEVELOPMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th January 2021 .

Given at Companies House, Cardiff on 1st February 2021

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

DEBENTURE

This Debenture is made on 29 January ~~2020~~ 2021 between the Chargor and the Lender

Lender:	Masthaven Bank Limited (Company No. 09660012) whose registered office is at 90 Long Acre, London, WC2E 9RA
Chargor(s):	A & C Property Development Limited (Company No. 06336231) whose registered office is at Pleasance, 13 Willowgarth, Rawmarsh, Rotherham S62 5RR
Property(ies):	39 Esmond Road, London W4 1JG
Title Number(s):	NGL374562
Offer Letter	The Offer Letter from the Lender to the Borrower made on or before the date hereof
Conditions	The Lender's Loan and Mortgage Conditions Version 1 – 2019 (as the same may be amended or replaced by the Lender from time to time)

1. The Chargor as continuing security for the payment and discharge of the Secured Liabilities:

- with full title guarantee charges by way of a first legal mortgage, all estates or interests in any freehold, leasehold or commonhold property now owned by it, including the any property charge under this Debenture or a Mortgage Deed.
 - by way of a first fixed charge charges:
 - all present and future estates or interests of the Chargor in, or over, any Property (other than any such property effectively mortgaged under clause 1.a above);
 - all Related Rights;
 - all its present and future goodwill;
 - all its uncalled capital;
 - any material plant, machinery or equipment it owns;
 - all of the Intellectual Property;
 - all of the Debts;
 - all of the Investments;
 - all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person, together with all other rights and benefits accruing to or arising in connection with each account;
 - all its rights in respect of each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy, to the extent not effectively assigned under clause 1.c.a; and
 - all its rights in respect of any Material Contract and all other agreements, instruments and rights relating to the assets secured under this Debenture, to the extent not effectively assigned under clause 1.c.b.
 - with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:
 - all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy; and
 - the benefit of any Material Contract or agreement entered into by the Chargor and the benefit of all other agreements, instruments and rights relating to the assets secured under this Debenture.
 - with full title guarantee charges to the Lender, by way of first floating charge, all its undertaking, property, assets and rights not otherwise effectively mortgaged, charged or assigned under clause 1.a to clause 1.c above.
 - grants in favour of the Lender a floating charge over all of the Property (including uncalled capital) which may from time to time comprise the Property and undertaking of the Chargor not otherwise effectively mortgaged, charged or assigned under clause 1.a to clause 1.d above.
- Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by paragraph 1.d of this Debenture.
 - The security constituted by this Debenture shall become immediately enforceable if an Event of Default occurs. The Lender may, without notice to the Chargor, appoint any one or more persons to be an Administrator of the Chargor pursuant to Paragraph 14 of Schedule B1 of the Insolvency Act 1986 if the security constituted by this Debenture becomes enforceable.
 - The Chargor agrees that this Debenture is capable of securing further advances and new advances pursuant to the Offer Letter or otherwise. The Lender is, however, under no obligation to make further or new advances.
 - The Chargor will apply to the Chief Land Registrar for the following restriction to be entered in the proprietorship register of any registered land forming part of each Property:

"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 dated [] in favour of Masthaven Bank Limited referred to in the charges register".

- The Chargor:
 - agrees that the Conditions and Offer Letter are incorporated into and form part of this Debenture and acknowledges receipt of a copy of the Conditions and Offer Letter; and
 - agrees that this Debenture may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

Executed as a DEED by

a director for and on behalf
of A & C Property
Development Limited

Am Farrel-Ceruth

in the presence of
Witness Signature

Name

Address

Occupation

Lee Hopkinson

Lee Hopkinson

11 GROVE RD WALTHAM DEANES 6668

GARAGE OWNER