

MG01

Particulars of a mortgage or charge



810982/13

A fee is payable with this form.

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page

☒ **What this form is for**
You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland

☐ **What this form is NOT for**
You cannot use this form to
particulars of a charge for a
company. To do this, please
form MG01s

THURSDAY



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26/01/2012

#10

COMPANIES HOUSE

1 Company details

Company number 0 7 0 9 3 6 2 4

Company name in full Angloswiss Nafzger Group (Barnes) Limited
(the Company)

3

Filing in this form
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d 2 d 4 m 0 m 1 y 2 y 0 y 1 y 2

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Security over benefit of Construction Documentation dated 24 January 2012 between (1) the
Company and (2) HSBC Bank Plc (the **Charge**)

4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured All monies from time to time due or owing and all other actual or
contingent liabilities from time to time incurred by the Company to the
Lender

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Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name HSBC Bank Plc

Address London Real Estate Commercial Centre, 6th Floor

165 Fleet Street, London

Postcode E C 4 Y 2 D Y

Name

Address

Postcode

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars

Please see continuation sheet

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Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

N/A

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Delivery of instrument

You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

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Signature

Please sign the form here

Signature

Signature

X *Irwin Mitchell LLP* X

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Sarah Brown

Company name
Irwin Mitchell LLP Solicitors

Address 40 Holborn Viaduct

Post town London

County/Region

Postcode E C 1 N 2 P Z

Country

DX 87 LONDON - CHANCERY LANE

Telephone 020 7400 8709

Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'

Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.

For companies registered in England and Wales.
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>1. CHARGE</p> <p>1 1 The Company as security for the repayment of the Liabilities charged by way of a first fixed legal charge</p> <p>(a) The Company's present and future rights title and interest in and to the Contract,</p> <p>(b) sums which shall from time to time become payable to the Company by the Contractor or otherwise under the Contract or any provision of it,</p> <p>(c) The Company's rights arising out of or in connection with any breach or default by the Contractor or any other party to the Contract of or under any of the terms, obligations, covenants, undertakings or conditions of the Contract whether in respect of the Property or otherwise,</p> <p>(d) the benefit of all sums recovered in any proceeding against the Contractor</p> <p>1 2 The Company confirmed that there were no restrictions preventing the charging or assigning of the Charged Property and undertook on demand to assign to the Lender absolutely or as the Lender shall direct the Charged Property and rights and remedies available to the Company under it to the extent that the Charged Property shall not be fully and effectively charged to the Lender by the Charge The Company shall do all such things as may be necessary to effect such a charge</p> <p>2. CONTINUING SECURITY</p> <p>2.1 Continuing security</p> <p>The Security is continuing security and shall secure the ultimate balance of the Liabilities, notwithstanding</p> <p>(a) intermediate payment or discharge of the whole or part of the Liabilities,</p> <p>(b) The Company's liquidation or other incapacity or any change in the Company's constitution, name or style,</p> <p>(c) any change in the Lender's constitution, name or style, its absorption in or amalgamation with any other person or the acquisition of all or part of its undertaking by any other person, or</p> <p>(d) any other event, matter or thing</p> <p>2.2 Additional to other rights</p> <p>The Security is in addition to (and shall not merge with, otherwise prejudice or affect or be prejudiced or affected by) any other remedy, guarantee, indemnity, Security Interest or other right which may be or have been created (by the Company or otherwise) in favour of the Lender Accordingly, The Company's liability under the Charge shall not be prejudiced or affected by, and the Charge may be enforced notwithstanding</p> <p>(a) the existence or invalidity of all or any of those rights, or</p> <p>(b) at any time, the Lender exchanging, releasing, varying, abstaining from perfecting or</p>	

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4	Amount secured
	Please give us details of the amount secured by the mortgage or charge
Amount secured	<p>enforcing or otherwise dealing or omitting to deal with all or any of those rights</p> <p>3. NEGATIVE PLEDGE</p> <p>3 1 The Company covenants with the Lender that the Company shall not during the currency of the Charge without the prior written consent of the Lender further assign or create any charge, mortgage or other encumbrance over the Charged Property</p> <p>4 FURTHER ASSURANCE</p> <p>The Company shall at its own expense ensure any documents are executed and any acts and things are done which the Lender may reasonably require from time to time for</p> <ul style="list-style-type: none"> (a) giving effect to, perfecting or protecting the Security, (b) facilitating the realisation of the Charged Property, (c) facilitating the exercise of all powers, authorities and discretions vested in the Lender or in any Receiver, or (d) perfecting any Security over any assets acquired by the Company after the date of the Charge <p>In this form MG01 the following terms have the following meanings</p> <p>Charged Property means the assets charged to the Lender pursuant to the Charge and each and every part of it,</p> <p>Contract means each of the documents listed in schedule 1 of this MG01 (<i>Documents</i>),</p> <p>Contractor means each of the contractors, sub-contractors, consultants and other professionals referred to in the documents listed in schedule 1 of this MG01 (<i>Documents</i>),</p> <p>Lender means HSBC Bank Plc,</p> <p>Liabilities means all monies from time to time due or owing and all other actual or contingent liabilities from time to time incurred by the Company to the Lender,</p> <p>Properties means the freehold property / properties situate at and known as the land lying north of Queen's Ride, Barnes and to be known as 1 Kingfisher Park, Barnes, London registered at the Land Registry under title number TGL130773 and Property shall be construed accordingly,</p> <p>Receiver means an administrative receiver, a receiver and/or manager of any or all of the Company's assets appointed by the Lender under the Security,</p> <p>Security means the Security interests created or intended to be created by or pursuant to the Charge,</p> <p>Security Interest means a mortgage, charge, assignment, pledge, lien, standard security, assignation or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p>

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

SCHEDULE 1

Documents

<u>No.</u>	<u>Date</u>	<u>Document</u>	<u>Parties</u>
1.	24th January 2012	Building Contract JCT 2011 (Design and Build Contract)	Angloswiss Nafzger Group (Barnes) Limited (1) Andrew Towns-Wadey (Builders) Limited (2)
2.	24th January 2012	Employer's Appointment Agent's	Angloswiss Nafzger Group (Barnes) Limited (1) Halstead Associates Limited (2)
3.	24th January 2012	CDM Co-ordinator's Appointment	Angloswiss Nafzger Group (Barnes) Limited (1) Halstead Associates Limited (2)
4.	24th January 2012	Remediation Works Building Contract	Angloswiss Nafzger Group (Barnes) Limited (1) Soilfix Limited (2)



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 7093624
CHARGE NO. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITY OVER BENEFIT OF
CONSTRUCTION DOCUMENTATION DATED 24 JANUARY 2012
AND CREATED BY ANGLOSWISS NAFZGER GROUP (BARNES)
LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME
DUE FROM THE COMPANY TO HSBC BANK PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 26
JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 31 JANUARY
2012



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES