

002038/104

# MG01

## Particulars of a mortgage or charge

Oyez

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 register  
particulars of a charge on a  
company. To do this, please use  
form MG01s



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31/05/2012  
COMPANIES HOUSE

#46

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ik

THURSDAY

### 1 Company details

Company number

0 7 2 8 8 6 5 7

Company name in full

NK DEVELOPMENTS (NO 4) LTD ("THE MORTGAGOR")

8

For official use

#### 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

02/05/2012

### 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

SUB-CHARGE

### 4 Amount secured

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

Amount secured

SEE CONTINUATION SHEET

#### Continuation page

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

**MG01**

## Particulars of a mortgage or charge

**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 CLOSE BROTHERS LIMITED (Co Regn 00195626)

Address 10 CROWN PLACE, LONDON

Postcode E C 2 A 4 F T

Name

Address

Postcode

**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

THE INDEBTEDNESS SECURED BY THE LEGAL CHARGE FROM STEPHEN DAVID SIMMONS AND PAULINE BRIDGET SIMMONS (TOGETHER "THE PROPERTY OWNER") IN FAVOUR OF NK DEVELOPMENTS (NO.4) LTD OVER THE FREEHOLD PROPERTY TO THE REAR OF 39 LONDON ROAD, SHENLEY, RADLETT, WD7 9ER ("THE PROPERTY") FORMING PART OF TITLE NUMBERS HD290137, HD290136 AND HD290134, WHICH LEGAL CHARGE IS DATED 22 MAY 2012 ("THE MORTGAGED CHARGE") AND ALL PRINCIPAL MONIES SECURED BY IT AND ALL INTEREST ON THOSE MONIES DUE OR TO BECOME DUE AND ALL OTHER SUMS PAYABLE UNDER IT AND THE BENEFIT OF ALL RIGHTS GRANTED BY THAT MORTGAGE OR CHARGE TO THE MORTGAGOR FOR THE RECOVERY OF AND THE SECURITIES GIVEN FOR THE PAYMENT OF ALL OR ANY OF THOSE SUMS (BUT NOT SO AS TO INHIBIT OR RESTRICT IN ANY WAY THE MORTGAGOR'S EXERCISE OF THOSE RIGHTS AND THE MORTGAGOR'S ENTITLEMENT TO THOSE SECURITIES AS BETWEEN THE MORTGAGOR AND THE PROPERTY OWNER)

THE SUB-CHARGE CONTAINS COVENANTS THAT THE MORTGAGOR WILL NOT WITHOUT THE WRITTEN CONSENT OF THE BANK ALLOW THE PROPERTY OWNER TO PART WITH POSSESSION OF THE PROPERTY OR ANY PART OR GRANT A TENANCY OR LEASE OR ACCEPT A SURRENDER OF ANY TENANCY OR LEASE RELATING TO THE PROPERTY OR ANY PART THEREOF NOR TO RELEASE OR VARY ANY OF THE TERMS OF NOR GRANT ANY CONSENT LICENCE OR PERMISSION UNDER ANY SUCH TENANCY OR LEASE NOR AGREE ANY RENT REVIEW NOR EXERCISE ANY POWER TO DETERMINE OR EXTEND THE SAME AND FURTHER THAT THE MORTGAGOR WILL NOT ALLOW THE PROPERTY OWNER TO PART WITH OR SHARE POSSESSION OR OCCUPATION OF THE PROPERTY OR PART THEREOF NOR GRANT TO ANY PERSON ANY LICENCE RIGHT OR INTEREST TO OCCUPY THE PROPERTY OR ANY PART THEREOF NOR CREATE OR PERMIT TO ARISE ANY UNREGISTERED INTEREST (AS DEFINED IN THE LAND REGISTRATION ACTS) AND ALSO THAT THE MORTGAGOR WILL NOT ASSIGN TRANSFER OR OTHERWISE DISPOSE OF THE INTEREST OF THE MORTGAGOR IN THE MORTGAGED CHARGE NOR ALLOW THE PROPERTY OWNER TO ASSIGN, TRANSFER OR OTHERWISE DISPOSE OF THE INTEREST OF THE PROPERTY OWNER IN THE PROPERTY OR ANY PART THEREOF NOR ATTEMPT OR AGREE SO TO DO AND NOT WITHOUT THE WRITTEN CONSENT OF THE BANK TO

SEE CONTINUATION SHEET

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## Particulars of a mortgage or charge

7	<b>Particulars as to commission, allowance or discount (if any)</b>	
	<p>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</p> <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	NIL	

  

8	<b>Delivery of instrument</b>	
	<p>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 866)</p> <p>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 870). 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)</p>	

  

9	<b>Signature</b>	
	<p>Please sign the form here</p>	
Signature	<p>Signature</p> <p>X <i>Gunes Johnis WP</i> X</p>	
	<p>This form must be signed by a person with an interest in the registration of the charge</p>	

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## Particulars of a mortgage or charge

### 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

Richard Gilchrist

Company name

Glovers Solicitors LLP

Address

6 York Street

London

Post town

County/Region

Postcode

W 1 U 6 Q D

Country

DX

DX 44438 Marble Arch

Telephone

020 7935 8882

### 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,  
First Floor, Waterfront Plaza, 8 Laganbank Road,  
Belfast, Northern Ireland, BT1 3BS  
DX 481 N R Belfast 1



### Further information

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

Amount secured	
Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>1. ALL PRESENT AND/OR FUTURE INDEBTEDNESS OF THE MORTGAGOR TO THE BANK ON ANY ACCOUNT WHATSOEVER AS MENTIONED IN CLAUSE 3 1 OF THE LEGAL CHARGE BEING ALL MONEY OBLIGATIONS AND LIABILITIES WHICH NOW ARE OR AT ANY TIME HEREAFTER MAY BE DUE OWING OR INCURRED FROM OR BY THE MORTGAGOR TO THE BANK OR FOR WHICH THE MORTGAGOR MAY BE OR BECOME LIABLE TO IT IN WHATEVER CURRENCY DENOMINATED ON ANY CURRENT OR OTHER ACCOUNT OR IN ANY MANNER WHATEVER (WHETHER ALONE OR JOINTLY WITH ANY OTHER PERSON OR CORPORATE BODY AND IN WHATEVER STYLE OR FORM AND WHETHER AS PRINCIPAL OR SURETY) INCLUDING (WITHOUT PREJUDICE TO THE GENERALITY OF THE ABOVE) ALL LIABILITIES IN CONNECTION WITH FOREIGN EXCHANGE TRANSACTIONS AND FOR ACCEPTING ENDORSING OR DISCOUNTING ANY NOTES OR BILLS AND/OR UNDER BONDS GUARANTEES INDEMNITIES DOCUMENTARY OR OTHER CREDITS OR ANY INSTRUMENTS WHATSOEVER FROM TIME TO TIME ENTERED INTO BY THE BANK FOR OR AT THE REQUEST OF THE MORTGAGOR OR FOR ANY OTHER MATTER OR THING WHATSOEVER WHETHER OR NOT THE BANK WAS AN ORIGINAL PARTY TO THE RELEVANT TRANSACTION OR TRANSACTIONS BY VIRTUE OF WHICH SUCH INDEBTEDNESS OR ANY PART OF IT MAY FROM TIME TO TIME ARISE AND INCLUDING INTEREST TO THE DATE OF REPAYMENT (CALCULATED AT THE INTEREST RATE AND PAYABLE AS WELL AFTER AS BEFORE JUDGEMENT OR THE DEATH INSANITY INSOLVENCY OR OTHER INCAPACITY OF THE MORTGAGOR) COMMISSION FEES AND OTHER CHARGES AND ALL LEGAL AND OTHER COSTS CHARGES AND EXPENSES ON A FULL INDEMNITY BASIS TOGETHER WITH ANY VALUE ADDED TAX AT THE APPLICABLE RATE WHICH MAY BE OR BECOME DUE IN RESPECT OF ALL OR ANY SUCH MATTERS.</p> <p>2. ALL OTHER LIABILITIES WHATSOEVER OF THE MORTGAGOR TO THE BANK PRESENT FUTURE ACTUAL OR CONTINGENT.</p> <p>3. ALL COSTS AND MORTGAGEES' EXPENSES ARISING UNDER THE LEGAL CHARGE AS THEREIN PROVIDED.</p> <p>TOGETHER IN EACH CASE WITH INTEREST THEREON FROM DAY TO DAY FROM DEMAND UNTIL FULL DISCHARGE (AS WELL AFTER AS BEFORE JUDGEMENT OR THE DEATH INSANITY INSOLVENCY OR OTHER INCAPACITY OF THE MORTGAGOR) AT THE INTEREST RATE.</p>

# MG01 - continuation page

Particulars of a mortgage or charge



## Mortgagee(s) or person(s) entitled to the charge

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

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

Name

Address

Postcode

# MG01 - continuation page

Particulars of a mortgage or charge



## Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

### Short particulars

1. CREATE OR ATTEMPT TO CREATE OR PERMIT TO SUBSIST ANY MORTGAGE OR CHARGE UPON OR PERMIT ANY LIEN OR OTHER ENCUMBRANCE TO ARISE ON OR AFFECT THE PROPERTY OR ANY PART OF IT NOR (IF SUCH CONSENT BE GIVEN) PERMIT THE SUMS SECURED BY ANY AUTHORISED CHARGE (EXCLUSIVE OF ACCRUED INTEREST) TO EXCEED SUCH AMOUNT AS SHALL BE APPROVED IN WRITING BY THE BANK.
2. GRANT OR SUFFER TO BE CREATED OR ACQUIRED ANY OPTION PROPRIETARY RIGHT OR INTEREST OR ANY EASEMENT RIGHT LICENCE PRIVILEGE OR PROFIT A PRENDRE WHICH SHALL AFFECT OR IN ANY WAY RELATE TO THE PROPERTY OR ANY PART NOR DO OR CAUSE OR PERMIT TO BE DONE ANYTHING WHICH MAY IN ANY WAY DEPRECIATE JEOPARDISE OR OTHERWISE PREJUDICE THE VALUE OF THE PROPERTY TO THE BANK AS SECURITY.

THE SUB-CHARGE ALSO CONTAINS COVENANTS ON THE PART OF THE MORTGAGOR TO DEPOSIT WITH THE BANK AND TO PERMIT THE BANK DURING THE CONTINUANCE OF THE SECURITY TO HOLD OR RETAIN ALL DEEDS AND DOCUMENTS OF TITLE RELATING TO THE MORTGAGED CHARGE AND THE PROPERTY OR ANY PART THEREOF AND SUCH OTHER DOCUMENTS RELATING TO THE MORTGAGED CHARGE AND THE PROPERTY AS THE BANK MAY FROM TIME TO TIME REQUIRE AND AT ANY TIME IF AND WHEN REQUIRED BY THE BANK TO PROVIDE SUCH INSTRUCTIONS AND AUTHORITIES ADDRESSED TO OR IN FAVOUR OF THE BANK OR OTHERWISE AND IN SUCH FORM AS THE BANK SHALL REQUIRE (INCLUDING ANY SUCH AS ARE REQUIRED FOR OR RELATE TO THE DUE PERFORMANCE OF THE PROPERTY OWNER'S OBLIGATIONS UNDER ANY OTHER COVENANT IN THE MORTGAGED CHARGE OR THE MORTGAGOR'S OBLIGATIONS UNDER ANY OTHER COVENANT IN THE SUB-CHARGE) AND TO EXECUTE SUCH FURTHER LEGAL OR OTHER MORTGAGES CHARGES TRANSFERS OR ASSIGNMENTS (IN FAVOUR OF THE MORTGAGOR OR THE BANK OR AS THE BANK SHALL DIRECT) FROM TIME TO TIME REQUIRE OVER ALL OR ANY PART OF THE PROPERTY OR ANY INTEREST THEREIN WHICH MAY COME INTO THE POSSESSION OF OR BE UNDER THE CONTROL OF THE MORTGAGOR (INCLUDING ANY INTEREST WHICH IS OR IS RELATED TO A FREEHOLD OR LEASEHOLD INTEREST IN THE PROPERTY WHICH IS SUPERIOR TO THE CURRENT LEASEHOLD INTEREST OF THE PROPERTY OWNER IN THE PROPERTY) AND ALL RIGHTS AND REMEDIES RELATING THERETO BOTH PRESENT AND FUTURE (INCLUDING ANY VENDOR'S LIEN) TO SECURE ALL MONEYS OBLIGATIONS AND LIABILITIES COVENANTED TO BE PAID IN OR OTHERWISE SECURED BY THE SUB-CHARGE SUCH FURTHER MORTGAGES CHARGES TRANSFERS OR ASSIGNMENTS TO BE PREPARED BY OR ON BEHALF OF THE BANK AT THE COST OF THE MORTGAGOR AND TO CONTAIN AN IMMEDIATE POWER OF SALE WITHOUT NOTICE A CLAUSE EXCLUDING SECTION 93 AND THE RESTRICTIONS CONTAINED IN SECTION 103 OF THE LAW OF PROPERTY ACT 1925 AND SUCH OTHER CLAUSES FOR THE BENEFIT OF THE BANK AS THE BANK MAY REASONABLY REQUIRE.



## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 7288657  
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SUB-CHARGE DATED 22 MAY 2012  
AND CREATED BY NK DEVELOPMENTS (NO4) LTD FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO CLOSE BROTHERS LIMITED ON ANY ACCOUNT  
WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED  
INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS  
REGISTERED PURSUANT TO CHAPTER 1 PART 25 OF THE  
COMPANIES ACT 2006 ON THE 31 MAY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 JUNE 2012

