

MR01

Particulars of a charge

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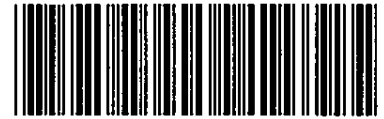


Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling
Please go to www.companies.gov.uk

THURSDAY



A19 *A3MIUQOX* 11/12/2014 #69
COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where there
instrument Use form MR08

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
delivered outside of the 21 days it will be rejected unless it is accompanied by a
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original

1 Company details

Company number 07336929

Company name in full Grocott & Murfit Limited

3 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 Charge creation date

Charge creation date 09/12/2014

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Graysun Limited

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

MR01

Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Brief description

Land at Heathview Norwich Road Fakenham Norfolk

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8 Trustee statement¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X  X

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

MRO1

Particulars of a 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. The contact information you give will be visible to searchers of the public record

Contact name **HAYLEY WRIGHT**

Company name **HAYLEY WRIGHT**

LTD

Address **46 WELLS ROAD**

GA

Post town **FAKENHAM**

County/Region **NORFOLK**

Postcode **NR21 9AA**

Country **UK**

DX

Telephone **01328 853939**



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7336929

Charge code: 0733 6929 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st December 2014 and created by GROCOTT & MURFIT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th December 2014.

Given at Companies House, Cardiff on 17th December 2014



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

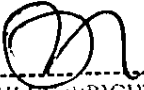
Leave blank if not yet registered

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'

Give full name(s)

Complete as appropriate where the borrower is a company

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL


 HAYLEY WRIGHT
 LICENSED CONVEYANCER
 HAYLEY WRIGHT LIMITED
 Give full name(s)

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property NK429707
2	Property LAND AT HEATHVIEW, NORWICH ROAD, FAKENHAM, NORFOLK AS SHOWN EDGED RED ON THE PLAN ANNEXED HERETO
3	Date <i>1st December</i> 2014
4	Borrower. GROCOTT & MURFIT LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register. GRAYSUN LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 09295664 <u>For overseas companies</u> (a) Territory of incorporation (b) Registered number in the United Kingdom including any prefix
6	Lender's intended address(es) for service for entry in the register c/o Larking Gowen Summerhill House, 1 Sculthorpe Road, Fakenham, Norfolk NR21 9HA

Place 'X' in any box that applies

Add any modifications

Place 'X' in the appropriate box(es)

You must set out the wording of the restriction in full

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003

Insert details of the sums to be paid (amount and dates) and so on

7 The borrower with

- ☒ full title guarantee
☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

- ☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by Graysun Ltd or their conveyancer that the provisions of a legal charge dated 2014 have been complied with or that they do not apply to the disposition

9 Additional provisions

9 1 The Lender has made an initial advance to the Borrower of the sum of £150,000 00 ("Advance")

9 2 The interest payable on the Advance shall be fixed at £15,000 or as otherwise agreed between the parties.

9 3 The Borrower shall repay the Advance and any further sums advanced to the Borrower together with all interest accrued thereon:

9.3.1 immediately on completion of the sale of the property to be erected on the Property following the date hereof, or

9 3 2 should there fail to be a sale of any such property then ~~12~~ 6 months from the date of this agreement. *6 Re*

9.4 Notwithstanding the aforementioned provisions, the Initial Advance and any further sums advanced to the Borrower following the date hereof and all interest accrued thereon will become due and payable to the Lender on demand if.

9 4 1 the Borrower is in breach of any of the provisions of this Agreement; or

9 4 2 the Borrower is in default of any other financial obligation to any person or party; or

9.4 3 the Borrower makes or seeks an arrangement with its creditors, or

9.4 4 any distress or execution is levied on or affects any of the Borrower's property or assets, or

9.4 5 any legal action or proceeding is commenced against the Borrower.

9 5 The Borrower covenants with the Lender:

9 5 1 not at any time except with the prior written consent of the Lender to

(a) create or permit any encumbrance on, or in relation to the Property other than the encumbrance created by this Legal Charge;

(b) sell, assign, transfer or part with possession of or otherwise dispose of in any manner all or any part of, or any interest in the Property or;

(c) create or grant any interest in the Property in favour of a third party

9 5 2 to comply with the laws and regulations for the time being in force relating to or affecting the Property and shall obtain and promptly renew from time to time and comply with the terms of all consents

9 6 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this legal charge) shall as between the Lender and a purchase from the Lender, arise on and be exercisable at any time after the execution of the legal charge, but the Lender shall not exercise such power of sale or other powers until an event detailed in clause 9.4 occurs when it shall become immediately exercisable.

9.7 The Borrower shall pay to, or reimburse the Lender on demand on a full indemnity basis, all costs and liabilities incurred by the Lender in relation to:

9.7.1 suing for or recovering any of the present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Advance and this legal charge

9 7 2 including without limitation the costs of any proceedings in relation to this legal charge or any of the present and future monies, obligations and liabilities owed by the Borrower to the Lender or incurred in or suffered by any default by the Borrower in performing any of its obligations under this legal charge.

9 8 This Agreement is binding upon the heirs, personal representatives and successors in title of the Borrower and the Lender.

9 9 Any demand or notice in respect of this Agreement and/or the Initial Advance or any further advance and interest thereon shall be in writing and may be served on the Borrower personally or by post to the address as stated above Any such demand or notice delivered personally shall be deemed to have been received immediately upon delivery Any such demand or notice sent by post shall be deemed to have been received at the opening of business on the first working day following the day on which it was posted, even if returned undelivered.

9.10 Time shall be of the essence in respect of the

Borrower's obligation under or in respect of the Loan but no failure by the Lender to exercise or delay by the Lender in exercising any right or remedy under or in respect of this Agreement shall operate as a waiver of it, nor shall any single partial or defective exercise by the Lender of any such right or remedy preclude any other or further exercise of that or any other right or remedy

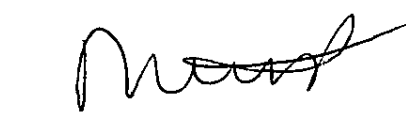
9.11 The Borrower and the Lender hereby agree that this Loan Agreement shall be governed by the laws of the United Kingdom without regard to the principles of conflicts of law. The Borrower and the Lender each submit to the exclusive jurisdiction of the courts of the United Kingdom

9.12 This legal charge shall remain in full force and effect as a continuing security for any of the future and present monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Advance and this legal charge unless and until the Lender discharges this legal charge in writing.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer

10 Execution

EXECUTED AS A DEED BY
GROCOTT & MURFIT LIMITED
ACTING BY TWO DIRECTORS IN
THE PRESENCE OF:-



Hayley Wright
AS BELOW

EXECUTED AS A DEED BY
GRAYSUN LIMITED ACTING BY
TWO DIRECTORS IN THE
PRESENCE OF:-



Hayley Wright
HAYLEY WRIGHT
46 WELLS ROAD
CAWENTHAM NR21 9AA

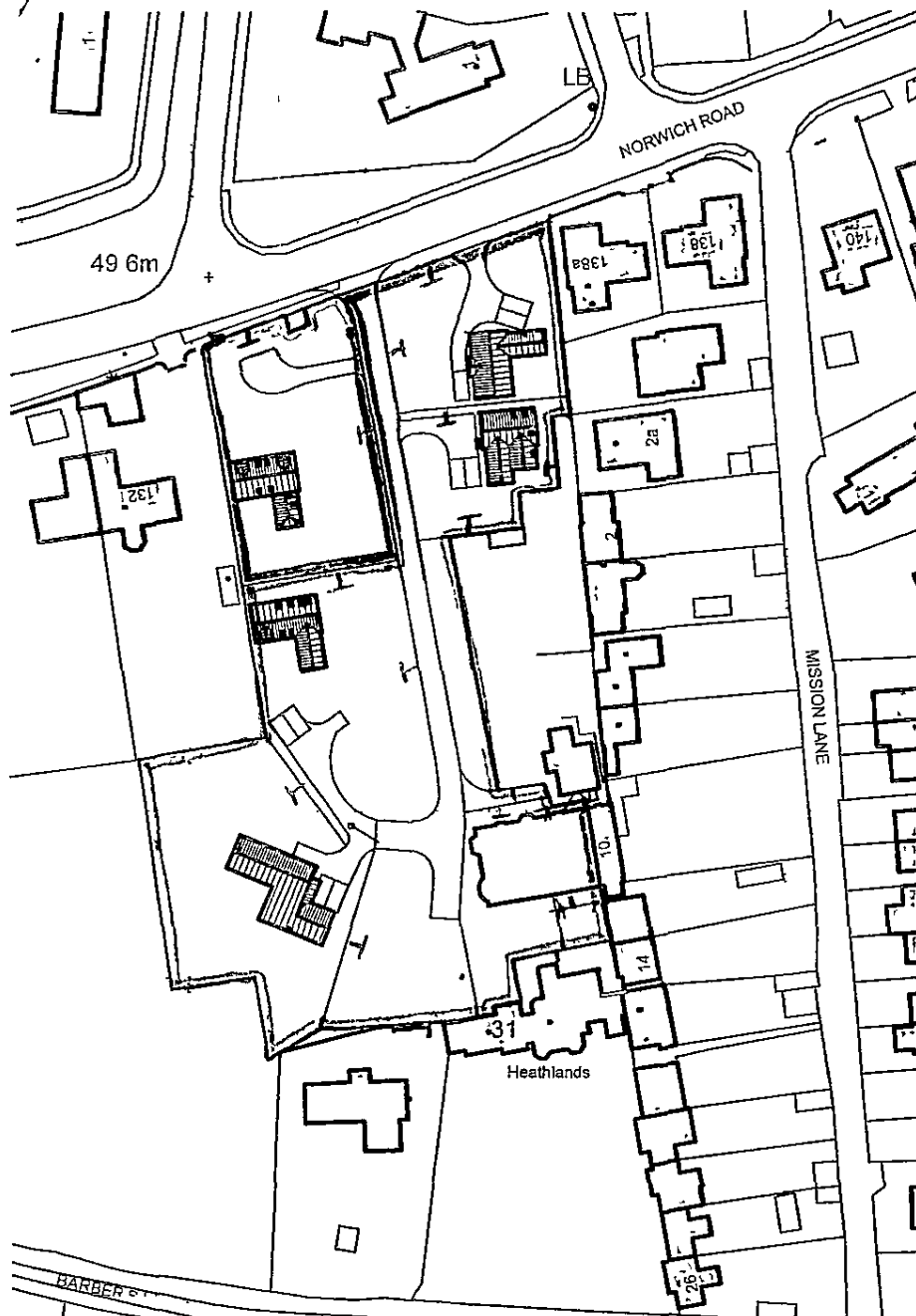


WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003



P. Cal
M. S. S.
S. D.

PROJECT
 Redevelopment of
 134 Norwich Road,
 Fakenham

CLIENT
 GCMD Ltd

TITLE
 SITE LOCATION PLAN

SCALE
 1:1250 @ A4

DATE
 12/09/2013
 REVISION DETAILS

DRAWING No **2057.05** REV

GROCOTT & MURFIT Ltd
 PROPERTY DEVELOPMENTS

Hawthorn Way, Clipbush Business Park, Fakenham, Norfolk NR21 8SX
 tel 01328 851420 07894562430
 email daniel@grocottandmurfit.co.uk