

MR01

Particulars of a charge

001835 / 813
Laserform

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

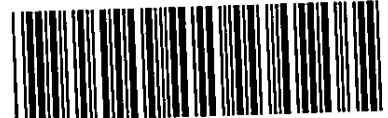
You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **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 is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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



A15 18/06/2015 #333
COMPANIES HOUSE

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

1 Company details

Company number 0 8 4 9 3 6 5 0

Company name in full MANORGROVE HOMES (SOUTH PARK VIEW) LIMITED

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 d1 d5 m0 m6 y2 y0 y1 y5

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 MANOJ BHARDWAJ

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

THE FREEHOLD PROPERTY KNOWN AS 18 AND 19 SOUTH PARK VIEW, GERRARDS CROSS, SL9 8HN AND REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER^S BM39689 + BM39493

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 statement ^①

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

☒ Adler Fitzpatrick Solicitors LLP

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

MR01**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 **Caroline Fitzpatrick**

Company name **Adler Fitzpatrick Solicitors
LLP**

Address **4 Castle Street**

Post town **Kingston upon Thames**

County/Region **Surrey**

Postcode **K T 1 1 S S**

Country **UK**

DX **31513 Kingston upon Thames**

Telephone **02085466698**

**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

- ☒ [x] The company name and number match the information held on the public Register
- ☒ [x] You have included a certified copy of the instrument with this form
- ☒ [x] You have entered the date on which the charge was created
- ☒ [x] You have shown the names of persons entitled to the charge
- ☒ [x] You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☒ [x] You have given a description in Section 4, if appropriate
- ☒ [x] You have signed the form
- ☒ [x] You have enclosed the correct fee
- ☒ [x] 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: 8493650

Charge code. 0849 3650 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th June 2015 and created by MANORGROVE HOMES (SOUTH PARK VIEW) LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th June 2015

Given at Companies House, Cardiff on 25th June 2015



Companies House



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

DATED

15 June 2015

LEGAL MORTGAGE OF PROPERTY

between

MANGROVE HOMES (SOUTH PARK VIEW) LIMITED

and

MANOJ BHARDWAJ

ADLER FITZPATRICK
4 Castle Street
Kingston upon Thames
KT1 1SS

WE HEREBY CERTIFY
THAT THIS IS A TRUE
COPY OF THE ORIGINAL

Adler Fitzpatrick
Adler Fitzpatrick Solicitors LLP

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THIS DEED is dated the 15th June of January 2015

PARTIES

(1) **MANORGROVE HOMES (SOUTH PARK VIEW) LIMITED** (the Borrower) - CRN 08493650

(2) **MANOJ BHARDWAJ** of **[ADDRESS]** (the Lender)
Woodnew, Long Grove, Pear Green,
Beaconsfield, HP9 2QH

BACKGROUND

- (A) The Lender has agreed under the Agreement to provide the Borrower with the Loan on a secured basis
- (B) The Borrower is the owner of the Property
- (C) This mortgage provides security which the Borrower has agreed to give the Lender for the Loan
- (D) The Loan will be repaid on the Repayment Date

AGREED TERMS

1 INTERPRETATION

The following definitions and rules of interpretation apply in this mortgage

Definitions

Agreement: the facility agreement dated 15 June 2015 between the Borrower and the Lender for the provision of the loan secured by this mortgage

Business Day: a day other than a Saturday, Sunday or a public holiday in England when banks in London are open for business

Encumbrance: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect

Event of Default: any event or circumstance listed in Schedule 5

Loan: the sum of £3,500,000 (Three Million Five Hundred Thousand Pounds)

LPA 1925: the Law of Property Act 1925

Permitted Encumbrance: means those items in the Charges Register of the Register of Title of the Property, but excluding the registered charge dated

Property: the freehold property (whether registered or unregistered) owned by the Borrower described in *Schedule 1*

Repayment Date: 28 February 2017 or such date as agreed by the Borrower and the Lender

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Loan[, the Agreement] and this mortgage

Security Period: the period starting on the date of this mortgage and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding

VAT: value added tax chargeable under the Value Added Tax Act 1994

A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time

A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision

A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them

Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders

Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular

Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this mortgage and references to paragraphs are to paragraphs of the relevant Schedule

A reference to **this mortgage** (or any provision of it) or to any other document referred to in this mortgage is a reference to this legal mortgage, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties

A reference to a **person** includes a natural person, corporate or unincorporated body, or any state or any agency of any person

A reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly)

Clause, Schedule and paragraph headings shall not affect the interpretation of this mortgage

If there is an inconsistency between a defined term in this mortgage and in the Agreement, the provisions of this mortgage shall prevail

A reference in this mortgage to a charge or mortgage of, or over, the Property includes

- (a) all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time,
- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property,
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants, and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Agreement and of any side letters between any parties in relation to the Agreement are incorporated into this mortgage

The Schedules form part of this mortgage and shall have effect as if set out in full in the body of this mortgage Any reference to this mortgage includes the Schedules

2. LOAN

The Lender provides to the Borrower, the Loan, on the terms and subject to the conditions of this mortgage

3. PURPOSE OF LOAN

The Borrower used the Loan to purchase the Property and associated redevelopment costs

4. COVENANT TO PAY

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities on the Repayment Date or, if earlier, on an Event of Default

5. GRANT OF SECURITY

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower charges the Property, with full title guarantee, to the Lender by way of second legal mortgage

6. PERFECTION OF SECURITY

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property

"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 [DATE] in favour of Manoj Bhardwaj referred to in the charges register [or their conveyancer] "

7. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender in the terms set out in *Schedule 2* on each day during the Security Period

8. COVENANTS

The Borrower covenants with the Lender in the terms set out in *Schedule 3*

9. POWERS OF THE LENDER

The Lender shall have the powers set out in *Schedule 4*

10. ENFORCEMENT OF SECURITY

10.1 When security becomes enforceable

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this mortgage) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this mortgage, but the Lender shall not exercise such power of sale or other powers until an Event of Default occurs whereupon it shall become immediately exercisable

10 2 When statutory powers arise

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this mortgage

11. COSTS

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

(i) This mortgage or the Property

(ii) Suing for, or recovering, any of the Secured Liabilities

Including, without limitation, the costs of any proceedings in relation to this mortgage or the Secured Liabilities or incurred in or suffered by any default or delay by the Borrower in performing any of its obligations under this mortgage

12. RELEASE

On the expiry of the Security Period (but not otherwise), the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the security constituted by this mortgage

13. ASSIGNMENT AND TRANSFER

13 1 Assignment by the Lender

The Lender may not assign or transfer the whole or any part of the Lender's rights and/or obligations under this mortgage to any person

13 2 Assignment by the Borrower

The Borrower may not assign any of its rights, or transfer any of its obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person

14. CONTINUING SECURITY

14 1 Continuing security

This mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Lender discharges this mortgage in writing

14.2 Rights cumulative

The rights and remedies of the Lender provided under this mortgage are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to, and not exclusive of, any rights and remedies provided by law

14.3 Waivers

Any waiver of any right or remedy by the Lender under this mortgage or by law is only effective if given in writing and signed by the Lender and shall not be deemed a waiver of any other breach or default. It applies only in the circumstances for which it is given, and shall not prevent the Lender from subsequently relying on the relevant provision

14.4 Further exercise of rights

No act or course of conduct or negotiation by or on behalf of the Lender shall, in any way, preclude the Lender from exercising any right or power under this mortgage or constitute a suspension or variation of any such right or power

14.5 Delay

No delay or failure to exercise any right or power under this mortgage shall operate as a waiver

15. COUNTERPARTS

This mortgage 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 the one deed

16. NOTICES

Any notice or other communication given under, or in connection with, this mortgage must be in writing

Any notice or other communication given or delivered under this mortgage must be

- (a) delivered by hand,
- (b) sent by pre-paid first-class post or other next working day delivery service, or
- (c) sent by fax

Any notice or other communication to be given or delivered under this mortgage must be sent to the relevant party as follows

- (d) to the Borrower at

af. 4 Hillcroft, The Drive, Ickenham, Uxbridge, UB10 8AQ

Fax

marked for the attention of

- (e) to the Lender at

Adler Fitzpatrick of 4 Castle Street, Kingston upon Thames KT1 1SS

Fax 020 8541 1901

marked for the attention of Caroline Fitzpatrick

or as otherwise specified by the relevant party by notice in writing to each other party

Any notice or other communication that the Lender gives to the Borrower under, or in connection with, this mortgage will be deemed to have been received

- (f) if delivered by hand, at the time it is left at the relevant address,
- (g) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting, and
- (h) if sent by fax, when received in legible form

A notice or other communication given as described in clause 16(f) or clause 16(h) on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt

A notice or other communication given under or in connection with this mortgage is not valid if sent by e-mail

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution

17. GOVERNING LAW

This mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales

18 JURISDICTION

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims) Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction

19. THIRD PARTY RIGHTS

A person who is not a party to this mortgage shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this mortgage

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Property

The Freehold Property known as 18 and 19 South Park View, Gerrards Cross, SL9 8HN and registered at HM Land Registry under Title Number BM39689 + ~~BM~~ 39493

Schedule 2 Representations and warranties

1. OWNERSHIP OF PROPERTY

The Borrower is the legal and beneficial owner of the Property and has good and marketable title to the Property

2. NO ENCUMBRANCES

The Property is free from any Encumbrances other than the Permitted Encumbrances and the Encumbrance created by this mortgage

3. ADVERSE CLAIMS

The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it

4. ADVERSE COVENANTS

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Property

5. NO BREACH OF LAWS

There is no breach of any law or regulation which materially adversely affects the Property

6. NO INTERFERENCE IN ENJOYMENT

No facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use

7. NO OVERRIDING INTERESTS

Nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property

8. AVOIDANCE OF SECURITY

No Encumbrance expressed to be created under this mortgage is liable to be avoided, or otherwise set aside, on the bankruptcy of the Borrower or otherwise

9. NO PROHIBITIONS OR BREACHES

There is no prohibition on the Borrower assigning its rights in the Property and the entry into this mortgage by the Borrower does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Borrower or its assets

Schedule 3 Covenants

Part 1. General covenants

1. NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Borrower shall not at any time, except with the prior written consent of the Lender

- (a) create or permit any Encumbrance on, or in relation to, the Property other than any Encumbrance created by this mortgage or any Permitted Encumbrance,
- (b) sell, assign, transfer, 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

2. PRESERVATION OF PROPERTY

The Borrower shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Property or the effectiveness of the security created by this mortgage

3. ENFORCEMENT OF RIGHTS

The Borrower shall use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to any of the Property which the Lender may require from time to time

4. COMPLIANCE WITH LAWS

The Borrower shall comply with all laws and regulations for the time being in force relating to or affecting any Property and shall obtain and promptly renew from time to time and comply with the terms of all consents which may be necessary to enable it to preserve, maintain or renew any Property

5. NOTICE OF BREACHES

The Borrower shall, promptly on becoming aware of any of the same, give the Lender notice in writing of any breach of

- (a) any representation or warranty set out in *Schedule 2*; and
- (b) any covenant set out in *Schedule 3*

Part 2. Property covenants

1. INSURANCE

- 1 1 The Borrower shall insure and keep insured the Property against fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Landlord reasonably requires to be insured against from time to time
- 1 2 The Borrower shall, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by paragraph 2 1 of this Part 2, Schedule 3

2. INSURANCE PREMIUMS

The Borrower

- (a) shall promptly pay all premiums in respect of any insurance policy on the Property and do all other things necessary to keep such policy in full force and effect, and
- (b) shall (if the Lender so requires) produce to the Lender the receipts for all premiums and other payments necessary for effecting and keeping up the insurance policies

3. NO INVALIDATION OF INSURANCE

The Borrower shall not do or omit to do or permit to be done or omitted any thing that may invalidate or otherwise prejudice any insurance policies relating to the Property

4. INSURANCE POLICIES' PROCEEDS

All monies payable under any of the insurance policies relating to the Property at any time (whether or not the security constituted by this mortgage has become enforceable) shall

- (a) immediately be paid to the Lender, or
- (b) if they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Borrower upon trust for the Lender

5. NO RESTRICTIVE OBLIGATIONS

The Borrower shall not, without the prior written consent of the Lender, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property

6. PROPRIETARY RIGHTS

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lender

7. COMPLIANCE WITH AND ENFORCEMENT OF COVENANTS

The Borrower shall

- (a) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed, and
- (b) diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same

8. NOTICES OR CLAIMS RELATING TO THE PROPERTY

The Borrower shall

- 8.1 Give full particulars to the Lender of any notice, application or requirement given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice
- 8.2 If the Lender so requires, immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, such objections or representations in respect of any such Notice as the Lender may desire

Schedule 4 Powers of the Lender

1. POWER TO REMEDY

1 1 The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this mortgage. Any monies expended by the Lender in remedying a breach by the Borrower of any of its obligations contained in this mortgage shall be reimbursed by the Borrower to the Lender on a full indemnity basis.

1 2 In remedying any breach in accordance with paragraph 1 1 of Schedule 4, the Lender and its agents shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable, including, without limitation, carrying out any repairs or other works.

2. POWER OF SALE

The Lender shall have a power of sale as set out in Clause 10 1 subject to the restrictions set out therein.

3. EXERCISE OF RIGHTS

The rights of the Lender under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Lender under this mortgage. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

Schedule 5 Events of Default

1. NON-PAYMENT

The Borrower fails to pay any sum payable by it under [the Agreement or] this mortgage when due, unless its failure to pay is caused solely either by

- 1 1 An administrative error or technical problem and payment is made within [five] Business Days of its due date
- 1 2 An event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made or which otherwise prevents either or both parties from complying with their obligations under [the Agreement or] this mortgage

2. NON-COMPLIANCE

The Borrower fails (other than a failure to pay) to comply with any provision of [the Agreement or] this mortgage and, if the Lender acting reasonably, considers that the default is capable of remedy, such default is not remedied within [14] Business Days of the earlier of

- 2 1 The Lender notifying the Borrower of the default and the remedy required
- 2 2 The Borrower becoming aware of the default

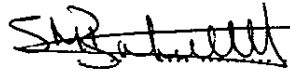
3. MISREPRESENTATION


Any representation, warranty or statement made by the Borrower in relation to [the Agreement or] this mortgage is (or proves to have been) incomplete, untrue, incorrect or misleading when made

4. INSOLVENCY

- 4 1 The Borrower stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due
- 4 2 A petition for a bankruptcy order is presented or a bankruptcy order is made against the Borrower

Signed as a deed by [
] director
Manorgrove Homes (South Park
View) Limited in the presence of




SIGNATURE OF WITNESS
NAME, ADDRESS OF WITNESS

JENNIFER BRITNELL
28 MARLOW BOTTOM, MARLOW,
SL7 3L7.

Signed as a deed by Manoj
Bhardwaj in the presence of

Manoj Bhardwaj

SIGNATURE OF WITNESS
NAME, ADDRESS OF WITNESS