



Registration of a Charge

Company Name: **OCULUS-DEVELOPMENTS LIMITED**

Company Number: **08692538**



Received for filing in Electronic Format on the: **06/09/2021**

XACH495U

Details of Charge

Date of creation: **03/09/2021**

Charge code: **0869 2538 0006**

Persons entitled: **SIMON RICHARD BLAYDES**

Brief description: **ALL SAINTS VICARAGE, 41 CHURCH STREET, ISLEWORTH TW7 6BE,
REGISTERED WITH TITLE NUMBER MX172318**

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: **NICOLA WOOD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8692538

Charge code: 0869 2538 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd September 2021 and created by OCULUS-DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th September 2021 .

Given at Companies House, Cardiff on 7th September 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**

HM Land Registry

Legal charge of a registered estate

CH1

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

Any parts of the form that are not typed should be completed in black ink and in block capitals.

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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

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.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM 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.

1	Title number(s) of the property: MX172318
2	Property: All Saints Vicarage, 41 Church Street, Isleworth TW7 6BE
3	Date: 3 September 2021
4	Borrower: Oculus-Developments Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 08692538 <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: Simon Richard Blaydes <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:

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.

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.

6 Lender's intended address(es) for service for entry in the register:

1 Castle Bailey, Beast Banks, Kendal LA9 4JJ

The Old Vicarage, 41 Church Street, Isleworth TW7 6BE

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, 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 Simon Richard Blaydes of 1 Castle Bailey, Beast Banks, Kendal LA9 4JJ or his personal representatives or their conveyancer.'

9

Additional provisions

Definitions and interpretation

9.1 **Event of Default** has the meaning contained in paragraph 9.6 and is 'continuing' if it has not been waived in writing by the Lender.

9.2 **Insurance Policies** means each of the insurance policies now or in the future held by, or otherwise benefitting, the Borrower in relation to the Property and Insurance Policy means any one of them.

9.3 **Loan Agreement** means a loan agreement dated the date hereof and made between the Lender (1) and the Borrower (2)

9.4 **Security Interest** means any charge, pledge, mortgage, lien or other Security Interest securing any obligations of any person or any other arrangement of any type whatsoever having the effect of conferring security or a similar effect.

9.5 **Secured Sums** means all monies owed to the Lender by the Borrower pursuant to the Loan Agreement.

9.6 A reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees.

9.7 An obligation on a party not to do something includes an obligation not to allow that thing to be done.

9.8 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Loan Agreement and of any tenancy agreement between any parties in relation to the Loan Agreement are incorporated into this deed.

9.9 A reference in this deed to a **charge or mortgage of or over the Property** includes any proceeds of the sale of the Property.

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

Covenant to pay

9.11 The Borrower shall, on demand, pay to the Lender and discharge the Secured Sums when they become due.

Further charge

9.12 In addition to the charge contained in paragraph 7, the Borrower with full title guarantee, assigns absolutely to the Lender, as security for the payment and discharge of the secured obligations:

9.12.1 all of the Borrower's rights and claims from time to time arising in relation to each of the Insurance Policies including the benefit of all claims arising and all money payable under the Insurance Policies; and

9.12.2 all money payable under the Insurance Policies.

Enforcement

9.13 The security created by or pursuant to this deed shall become immediately enforceable at any time after the occurrence of any of the following events which is continuing (**Event of Default**):

9.13.1 any amount payable by the Borrower to the Lender, whether comprising the Secured Sums or otherwise, is not paid on the date it falls due;

9.13.2 other than the event referred to in clause 9.13.1 the Borrower fails to comply with any term, condition, covenant or provision of or to perform any of its obligations or liabilities under the Loan Agreement or this or any associated or collateral security;

9.13.3 any representation or warranty given by the Borrower to the Lender is or becomes incorrect;

9.13.4 any judgment or order made against the Borrower by any court is not complied with within 14 days;

9.13.5 the Property becomes subject to any execution, distress, sequestration or other form of process;

9.13.6 a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to the Property;

- 9.13.7 the Borrower is deemed unable to pay its debts as defined in section 123 of the Insolvency Act 1986;
- 9.13.8 the Borrower makes a proposal for a voluntary arrangement under Part I of the Insolvency Act 1986 or enters, or seeks to enter, into or takes any step with a view to resolving to enter into or commences negotiations in respect of any other form of compromise, moratorium, composition or arrangement with its creditors or assignment with or for its creditors or rescheduling of liabilities whether in whole or in part;
- 9.13.9 the Borrower becomes subject to a notice of an intended appointment of an administrator or an application is made to any court or any meeting of directors or members is called with a view to the Borrower entering into administration;
- 9.13.10 an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Borrower;
- 9.13.11 a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Borrower (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Lender); or
- 9.13.12 the Borrower is removed from the Register of Companies.
- 9.14 After the security created by or pursuant to this deed has become enforceable the Lender may in its absolute discretion enforce all or any part of the security and this deed in any manner it sees fit.

Undertakings

9.15 The Borrower must:

- 9.15.1 maintain, preserve, protect and keep good and marketable title to the Property;
- 9.15.2 maintain and preserve the security created by or pursuant to this deed and the first-ranking priority of such security; and
- 9.15.3 provide the Lender with any notices, reports, accounts, circulars and other documents relating to the Property promptly when the Lender requires.

9.16 The Borrower must not:

- 9.16.1 create or permit to subsist any Security Interest over the Property other than the security created by or pursuant to this deed; or
- 9.16.2 either in a single transaction or in a series of transactions sell, transfer, licence, grant any option in respect of or otherwise dispose of all or any part of the Property or agree or attempt to do so, save in favour of the Lender.

9.17 The Borrower must not without the prior written consent of the Lender:

- 9.17.1 create any legal or equitable estate or interest (including any licence or sub-licence, or grant any interest or right relating to the use, occupation or possession) in or over the whole or any part of the Property (or purport to do so) or part with possession or ownership or allow any third party access to or the right to use the Property other than the Lender;
- 9.17.2 exercise any power of leasing the Property or grant any licence to assign or underlet except that occupation of the Property by the Lender shall be permissible;
- 9.17.3 construct any building or make any structural alteration or apply for any planning consent for the development or change of use of the Property or, except in the ordinary course of repair, replacement or improvement, at any time sever, remove or dispose of any fixture on it; or
- 9.17.4 enter into onerous or restrictive obligations affecting the Property or create or permit to arise any overriding interest or any easement or right in or over it,

provided always that these undertakings shall not apply to that part of the Property known as The Townhouse, 41A Church Street, Old Isleworth TW7 6BE shown edged blue on the plan annexed hereto (**The Townhouse**) and the Lender agrees to release any restriction at HM Land Registry affecting The Townhouse in respect of any sale, charge, letting or other disposal of The Townhouse following written request of the Borrower.

9.18 The Borrower is not entitled to assign its rights or otherwise transfer all or any part of its rights or obligations under this deed.

9.19 If the Borrower defaults in its performance of any of the undertakings or other obligations in this deed, the Lender or any receiver may (but shall not be obliged to) do whatever may be necessary to rectify the default or protect the Lender's interest under this deed (including, if applicable, entering the Property without becoming liable as mortgagee in possession) at the expense of the Borrower.

9.20 If any caution or notice (whether agreed or unilateral) is registered against the Borrower's title to the Property, the Borrower shall immediately provide the Lender with full particulars of the circumstances relating to the same. If such caution or notice was registered to protect a purported interest the creation of which is not permitted under this deed, the Borrower shall immediately, and at its own expense, take such steps as the Lender may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

Insurance

9.21 The Borrower must:

- 9.21.1 insure and keep insured the Property against loss or damage by fire and other usual risks and such other risks as the Lender may require to its full replacement value from time to time;

- 9.21.2 to the extent not provided to the Lender on or prior to the date of this deed, provide the Lender with copies of the Insurance Policies on demand;
- 9.21.3 comply with the terms of the Insurance Policies;
- 9.21.4 promptly, and in any event no later than their due date, pay all premiums required for keeping up the Insurance Policies and deliver to the Lender within 7 days after they become due the receipts for all such premiums;
- 9.21.5 provide the Lender with copies of all correspondence given to or received from any insurer under any Insurance Policy promptly after they are given or received;
- 9.21.6 renew each Insurance Policy in good time prior to its expiry date;
- 9.21.7 if any of the Insurance Policies becomes void or voidable, immediately at its own cost, effect a new Insurance Policy of the same value as the void or voidable Insurance Policy;
- 9.21.8 if any of the Insurance Policies is suspended, immediately at its own cost, effect a new Insurance Policy of the same value as the suspended Insurance Policy for the duration of the suspension;
- 9.21.9 procure that the Lender is named as composite insured in respect of its own separate insurable interest under each Insurance Policy (but without any liability on the part of the Lender to pay any premium in relation to the Insurance Policies) and procure that the Lender is first loss payee under each Insurance Policy;
- 9.21.10 use all reasonable endeavours to procure that each insurer in respect of each Insurance Policy undertakes in writing to the Lender that it will:
- 9.21.10.1 _____ inform the Lender if the Borrower defaults in the payment of any premium or fails to renew any Insurance Policy and, pending receipt of instructions from the Lender, keep the Lender's interest in each Insurance Policy in full force and effect for the full amount insured and for the same risks, subject to any premium for any such period of extended cover being payable by the Lender on behalf of the Borrower;
- 9.21.10.2 _____ not, as against the Lender, avoid any Insurance Policy or refuse any claims (with or without returning any premium paid), treat any Insurance Policy as if it had been entered into on different terms, reduce the amount to be paid on a claim or suspend its liability under any Insurance Policy, as a result of any non-disclosure, misrepresentation or breach of any policy term or condition on the part of any other insured party;
- 9.21.10.3 _____ advise the Lender of any proposed cancellation of any Insurance Policy at least 30 days before the cancellation is due to take effect; and
- 9.21.10.4 _____ if, in relation to any Insurance Policy, the insurance cover is to be reduced or any insured risks are to be restricted, advise the Lender at

least 30 days before the reduction or restriction is due to take effect;

9.21.10.5 _____ ensure that all proceeds of any of the Insurance Policies will be paid to the Lender and applied towards making good the loss or damage in respect of which the money was received or, at the option of the Lender after the security created by or pursuant to this deed becomes enforceable, towards the discharge of the obligations secured pursuant to this deed; and

9.21.10.6 _____ pay all money it may receive in respect of any Insurance Policy to the Lender immediately upon receipt and, pending such payment, hold all money so received upon trust for the Lender.

9.21.11 The Borrower must not do, or omit to do, any act or commit any default by which any Insurance Policy may become void, voidable, treated as if it had been entered into on different terms or subject to any suspension, restriction, limitation or an increased premium or which could entitle the insurer to reduce the amount to be paid on a claim or prevent the Lender from receiving any money payable under any Insurance Policy.

Notification of Events of Default

9.22 On becoming aware of any Event of Default the Borrower must immediately give the Lender notice in writing of that occurrence.

Further assurance

9.23 The Borrower must, if requested by the Lender, execute in favour of the Lender (or as the Lender directs) such further legal or other assignments or mortgages of, or charges on, the Property as the Lender requires to secure the payment and discharge of the obligations secured pursuant to this deed.

Power of sale

9.24 Section 103 of the Law of Property Act 1925 (LPA) shall not apply to the security constituted by this deed, but the power of sale and other powers conferred by section 101 of the LPA (as varied or extended by this deed) shall, as between the Lender and a purchaser from the Lender, arise on, and be exercisable at any time after, the execution of this deed.

However, the Lender shall not exercise such power of sale until the security created by or pursuant to this deed becomes enforceable, or a receiver has been appointed, but this provision shall not affect a purchaser or require a purchaser to ask whether a demand or appointment has been made.

Notices and enforceability

9.25 Any notice or other communication given by a party under this deed (other than in legal proceedings, arbitration or other dispute resolution proceedings) must be in writing and be signed by or on behalf of the party giving it.

9.26 Notices must be sent to:

9.26.1 Borrower: Attention: Ms Louise McDonnell, The Violin Factory, 35a Cornwall Road, London SE1 8TJ; and

9.26.2 Lender: Attention: Mr Simon Blaydes, 1 Castle Bailey, Beast Banks, Kendal LA9 4JJ.

9.27 A party under this deed may change any of its details given in clause 9.26 by giving not less than 5 working days' notice to the other party.

9.28 Notices may be given and will be deemed received:

9.28.1 by hand: on delivery; and

9.28.2 by pre-paid first-class post: at 9:00 am on the 2nd Working Day after posting.

9.29 Each of the provisions of this deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

Third party rights

9.30 Unless expressly stated, nothing in this deed will create any rights in favour of any person under the Contracts (Rights of Third Parties) Act 1999.

Governing law and jurisdiction

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

9.32 The parties under this deed irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this deed, its subject matter or formation (including non-contractual disputes or claims).

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

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.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

10 Execution

Executed as a deed by
OCULUS-DEVELOPMENTS LIMITED
acting by

a director

in the presence of:

Witness Signature:.....

Full Name:.....

Address:.....
.....
.....

Executed as a deed by
SIMON RICHARD BLAYDES
in the presence of:



Witness Signature: Jackie Lin

Full Name: Jackie Lin

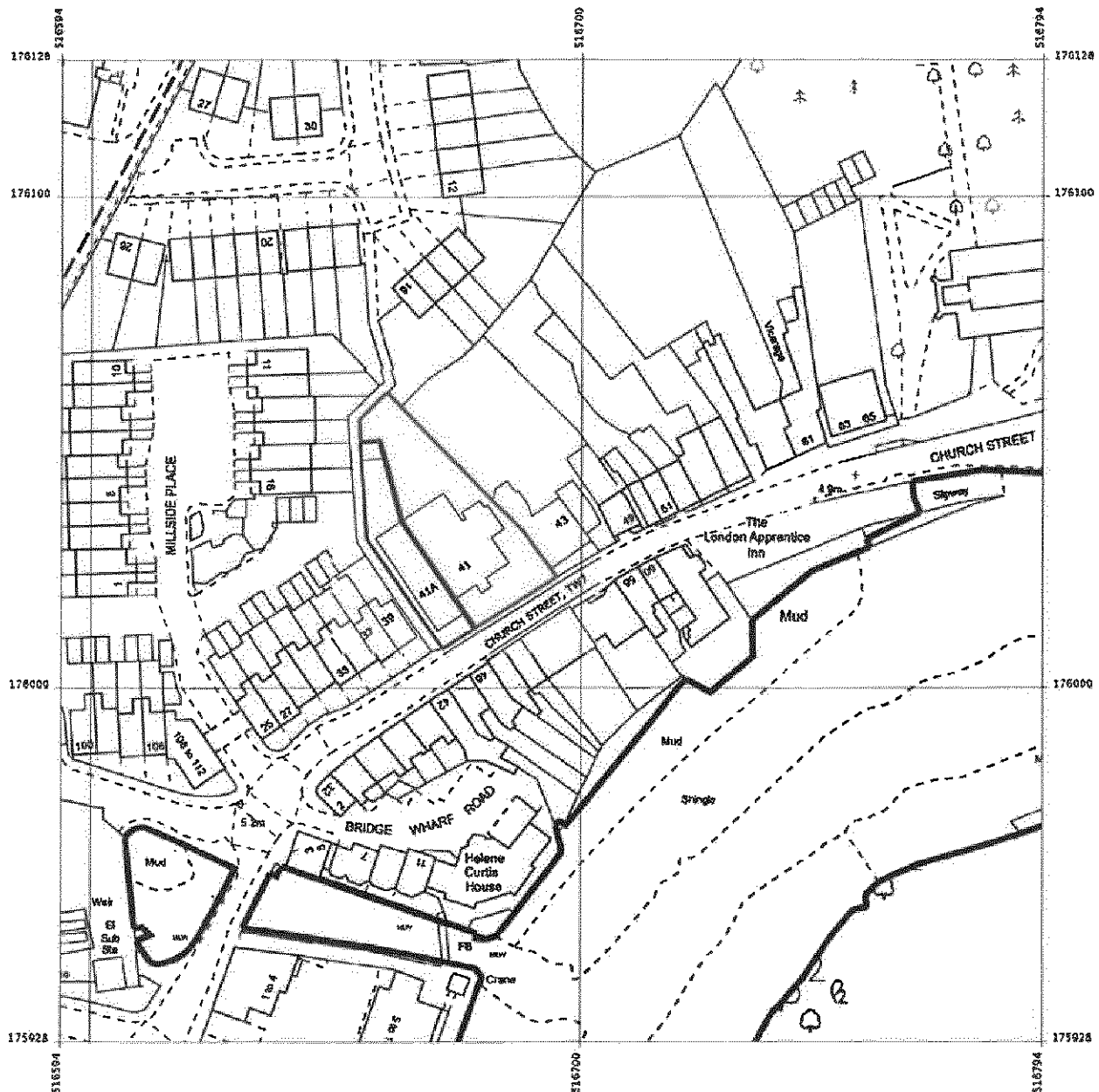
Address: 635 Tennyson Ave
Palo Alto, CA 94301
.....
.....

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.



Notes:

Boundary marked in red:

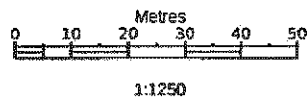
The Old Vicarage 41 Church Street Old Isleworth
Middlesex TW7 6BE

Boundary marked in blue:

The Townhouse 41a Church Street Old Isleworth
Middlesex TW7 6BE

Oculus-Developments Limited
35a Cornwell Road
London SE1 8TJ

Title #: MX 172 318



Date: 11.12.15

Drawn By: MO

[Signature]
FOR AND ON
BEHALF OF

Plan Title:

REV A: 03.09.21

Boundary of The Townhouse 41a
Church Street edged in blue –
defined further with blue outline.

Drawing Title:

OS MAP WITH
BOUNDARIES

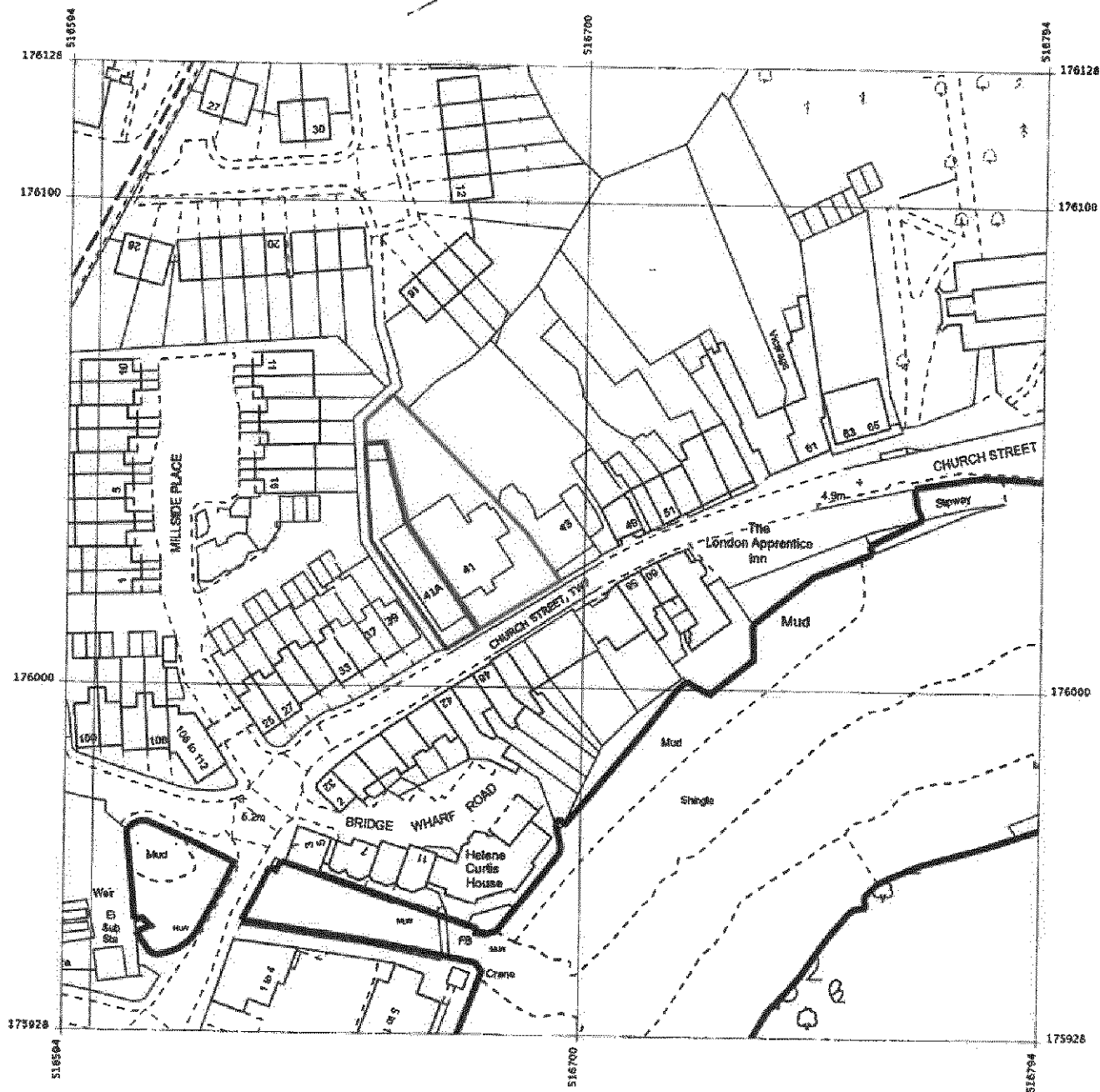
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Scale @ A4 1:1250

03/09/21

OCULUS-DEVELOPMENTS LIMITED

SRB ✓



Notes:

Boundary marked in red:

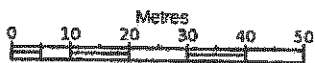
The Old Vicarage 41 Church Street Old Isleworth
Middlesex TW7 6BE

Boundary marked in blue:

The Townhouse 41a Church Street Old Isleworth
Middlesex TW7 6BE

Oculus-Developments Limited
35a Cornwall Road
London SE1 8TJ

Titel #: MX 172 318



Date: 11.12.15

Drawn By: MO

Plan Title:

REV A: 03.09.21

Boundary of The Townhouse 41a
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OS MAP WITH
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Scale @ A3 1:2500

Scale @ A4 1:1250

