



Registration of a Charge

Company name: **D & S PROPERTIES LONDON LIMITED**

Company number: **08904453**



X3AQEMH5

Received for Electronic Filing: **24/06/2014**

Details of Charge

Date of creation: **20/06/2014**

Charge code: **0890 4453 0001**

Persons entitled: **NORWICH AND PETERBOROUGH BUILDING SOCIETY**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 16 HENDALE AVENUE LONDON
NW4 4LR**

Contains fixed charge(s).

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: **LESTER ALDRIDGE LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8904453

Charge code: 0890 4453 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th June 2014 and created by D & S PROPERTIES LONDON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th June 2014 .

Given at Companies House, Cardiff on 24th June 2014

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



MORTGAGE DEED (NON CHARITIES)

Account No:

21819008

THE SOCIETY

YORKSHIRE BUILDING SOCIETY (TRADING AS NORWICH &
PETERBOROUGH BUILDING SOCIETY)

PRINCIPAL OFFICE

Yorkshire House, Yorkshire Drive
Bradford BD5 8LJ

THE DATE

The

20

day of

June

2014

THE PROPERTY

The

Free hold property known as

16 Hendale Avenue London NW4 4LR

LAND REGISTRY
Administrative Area

BARNET

Title Number

MX187044

THE MORTGAGOR AND BORROWER

D & S Properties London Ltd^{LA} (Co. Regn. No 08904453)
Limited

1. **THIS DEED** incorporates the Norwich & Peterborough Commercial Mortgage Conditions 2011 ("NPCMC") and if and so long as the Mortgagor is a member of the Society the Rules for the time being of the Society copies of each of which the Mortgagor acknowledges receipt
2. **THE** Mortgagor with full title guarantee charges to the Society the Property together with all buildings erections fixtures fittings and fixed plant and machinery and materials for the time being thereon or to be erected thereon or fixed to or incorporated in all buildings erected or to be erected on the Property and all improvements and additions thereto by way of first legal mortgage with the payment of all monies from time to time owing or payable to the Society by the Mortgagor howsoever and whatsoever whether actually or contingently upon any account in respect of the Agreement or otherwise and this Mortgage shall be security for any further advances made by the Society to the Mortgagor
3. **SUBJECT** to the Mortgagor at all times observing and performing the obligations herein contained and the NPCMC and subject to the terms of the Agreement the Society **HEREBY COVENANTS** with the Mortgagor that the Society will make advances to the Mortgagor from time to time in accordance with the terms of the Agreement up to the maximum sum referred to in the Agreement
4. **THE** Mortgagor covenants with the Society to observe and perform the obligations and covenants of the Mortgagor and the Borrower as set out in the NPCMC and if and so long as the Mortgagor is a member of the Society to observe the Rules of the Society so far as they are not inconsistent with or varied by the NPCMC or this Mortgage
5. **THE** Mortgagor assigns with full title guarantee to the Society the goodwill of the business carried on upon the Property (the "Business") **SUBJECT TO** redemption upon payment of the Mortgage Debt
6. **THE** Mortgagor assigns with full title guarantee to the Society the full benefit of all licences held in connection with the Business and also full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 2003 on account of non-renewal of any of the said licences under the provisions of the Licensing Act 2003 and the full benefit of all other licences or certificates held in connection with the Business and all compensation which may become payable in respect thereof or the non-renewal thereof **SUBJECT TO** redemption upon payment of the Mortgage Debt
7. **THE** Mortgagor hereby irrevocably and by way of security appoints the Society and any person nominated for the purpose by the Society in writing under hand by an officer of the Society (including every receiver appointed by the Society) as attorney of the Mortgagor for the Mortgagor in their name and on its behalf to execute seal and deliver (using the company seal of the Mortgagor where appropriate) and otherwise effect and do any deed assurance agreement instrument or act which the Mortgagor ought to execute under the covenants and provisions herein contained or which may be required or deemed proper in the exercise of any rights or powers of the Society hereunder or otherwise for any of the purposes of this security
8. **THE** Mortgagor shall at any time if and when required by the Society execute such further legal or other mortgages charges transfers assurances or assignments in favour of the Society as the Society shall from time to time require over all or any of the Property and all rights and remedies relating thereto both present and future (including any vendor's lien) to secure all monies in respect of the Mortgage Debt or to facilitate the realisation of the Property or the exercise of the powers conferred on the Society or a receiver appointed by it
9. **THE** Mortgagor and the Society hereby apply to the Land Registry for a restriction to be entered on the register of title to the Property in the following form:
"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 20.06.14 in favour of Yorkshire Building Society referred to in the Charges Register."

IN WITNESS whereof this Deed has been executed and is delivered on and takes effect from the day and year first before written

SIGNED as a Deed by the said _____) **SIGNED** as a Deed by the said _____)
_____) _____)

in the presence of: _____) in the presence of: _____)

Witness: Witness:
(SIGNATURE) (SIGNATURE)

Witness: Witness:
(PRINT NAME) (PRINT NAME)

Address: Address:
(BLOCK CAPITALS) (BLOCK CAPITALS)

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Executed as a Deed by affixing
THE COMMON SEAL of _____)
_____)

in the presence of: _____)

Director:

Director/Secretary:

EXECUTED as a Deed by D & S Properties)
London Ltd Limited)

acting by: _____)

Director: 

Director/Secretary: 