



Registration of a Charge

Company Name: **H B HOLDINGS LTD**

Company Number: **09531424**



Received for filing in Electronic Format on the: **29/11/2022**

XBHTM23M

Details of Charge

Date of creation: **28/11/2022**

Charge code: **0953 1424 0009**

Persons entitled: **DAIZUN INVESTMENTS LIMITED**

Brief description: **173 LYMINGTON ROAD, CHRISTCHURCH, DORSET, BH23 4JS
REGISTERED WITH TITLE NUMBERS: DT56020 DT360293 DT358156**

Contains fixed charge(s).

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: **EMMA DUGDALE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9531424

Charge code: 0953 1424 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th November 2022 and created by H B HOLDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th November 2022 .

Given at Companies House, Cardiff on 29th November 2022

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.

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: DT56020, DT360293 & DT358156
2	Property: 173 Lymington Road, Christchurch, Dorset, BH23 4JS
3	Date: 28th November 2022
4	Borrower: H B HOLDINGS LTD <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 09531424 <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: Daizun Investments Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 12654015 <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: 53 Davies Street, London, W1K 5JH

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	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input checked="" type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>"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 the proprietor for the time being of the charge dated 28th November 2022 in favour of Daizun Investments Limited referred to in the charges register, or by their conveyancer"</p>
9	<p>Additional provisions</p> <p>9.1 Borrower's Obligations</p> <p>The Lender has agreed to loan the Borrower the sum of £2,763,140.17 ("the Loan").</p> <p>The Borrower shall, on demand, pay to the Lender and discharge the Borrower's Obligations, meaning, all present and future obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with this deed together with:</p> <p>9.1.1 interest, at the interest rate of 1% per calendar month.</p> <p>9.2 Charge</p> <p>As a continuing security for the payment and discharge of the Borrower's Obligations, the Borrower with full title guarantee charges to the Lender:-</p> <p>(a) by way of a first legal mortgage, the Property; and</p> <p>(b) by way of a first fixed charge:</p> <p>1) All rents receivable from any lease granted in respect of the Property;</p> <p>2) The proceeds of any insurance affecting the Property;</p> <p>9.3 Land Registry</p> <p>The Borrower and the Lender apply to the Land Registry to enter a restriction in form contained in Panel 8 of this Charge.</p> <p>9.4 Release</p>

At the end of the Security Period, meaning, the period starting on the date of this deed and ending on the date on which the Lender is satisfied that the loan has been unconditionally and irrevocably paid and discharged in full, the Lender shall, at the request and cost of the Borrower, take whatever action is necessary to release and discharge the Property from the security constituted by this deed.

9.5 Jurisdiction

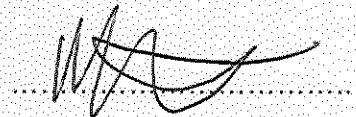
Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation.

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
H B HOLDINGS LTD acting
by
a director in the presence of:



Witness signature



Witness name

Witness address

Kerry Houston-Kypta
Solicitor
Coles Miller Solicitors LLP
44/46 Parkstone Road
Poole, Dorset, BH15 2PG

Witness occupation

EXECUTED as a Deed by
DAIZUN INVESTMENTS LIMITED
.....
acting by
a director in the presence of:

Witness signature

Witness name

Witness address

Witness occupation

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.