



Registration of a Charge

Company Name: **BRENDAN CARTER HOMES LTD**

Company Number: **09713847**



XC4SZZFK

Received for filing in Electronic Format on the: **02/06/2023**

Details of Charge

Date of creation: **22/05/2023**

Charge code: **0971 3847 0013**

Persons entitled: **DS LAND (SOUTH) LIMITED**

Brief description: **541 WIMBORNE ROAD WINTON BOURNEMOUTH DORSET BH9 2AP**

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: **HELEN HENSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9713847

Charge code: 0971 3847 0013

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd May 2023 and created by BRENDAN CARTER HOMES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd June 2023 .

Given at Companies House, Cardiff on 7th June 2023

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.

Enter the overseas entity ID issued by Companies House for the borrower pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property: DT269921 and DT92028
2	Property: 541 Wimborne Road, Winton, Bournemouth, Dorset, BH9 2AP
3	Date: 22nd May 2023.
4	Borrower: BRENDAN CARTER HOMES LTD <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 09713847 <u>For overseas entities</u> (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

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.

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.

5 Lender for entry in the register:

DS LAND (SOUTH) LIMITED

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

08855093

For overseas companies

(a) Territory of incorporation:

(b) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

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

1 Cobbs Lane, Poole, Dorset, BH15 3LH

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 the proprietor for the time being of the charge dated 22nd May 2023 in favour of DS Land (South) Limited of 1 Cobbs Lane, Poole, Dorset, BH15 3LH referred to in the charges register, or their Conveyancer

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

9 Additional provisions

9.1 DEFINITIONS

In this Deed the following words and phrases shall have the meanings set out below:

<i>Borrower's Obligations</i>	means all money and liabilities now or at any time in the future being due, owing or incurred to the Lender by the Borrower, whether actually or contingently, solely or jointly with any other person, or as principal or surety, including sums becoming due under this charge and interest, discount commission or other lawful charges and expenses (on a full indemnity basis) the Lender may in the course of its business charge;
<i>Charged Assets</i>	means the assets charged by clause 8.2;
<i>Environmental Approvals</i>	means all licences, authorisations, consents or permits of any kind relating to Environmental Laws;
<i>Environmental Laws</i>	means all and any laws, regulations, directives and codes of practice whether effective by statute and/or common law relating to the control and treatment of all gases, air, water vapour, waters (including ground and surface water), soil (surface and sub-surface), flora and fauna and all other natural resources;
<i>Facility</i>	to be agreed between the Lender and the Borrower from time to time
<i>Goodwill</i>	means the present and future goodwill of any business carried on at the Property by or on behalf of the Borrower
<i>Interest Rate</i>	means the interest rate(s) charged to the Borrower by the Lender from time to time as specified in the Facility;
<i>Planning Act</i>	means the Town and Country Planning Act 1990 (as amended) or (in respect of works requiring Listed Building Consent or Conservation Area Consent) the Planning (Listed Building and Conservation Areas) Act 1990 or in either case any act or acts amending or replacing the same;

9.2 COVENANT TO PAY AND CHARGE

The Borrower covenants to discharge on demand the Borrower's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Lender:-

9.2.1 By way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Borrower's interest in the Property or its proceeds of sale)

9.2.2 By way of fixed charge the Goodwill all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets

9.3 FURTHER covenants by the borrower

The Borrower covenants with the Lender:

9.3.1 To keep the Property and the Charged Assets in good repair and condition and free from any charges by the local authority.

9.3.2 Not without the Lender's prior written permission (which the Lender may decline without giving any reason) to make any alterations to the Property or to carry out any development within the meaning of a Planning Act.

9.3.3 To insure and keep the Property comprehensively insured to the Lender's reasonable satisfaction against such risks as the Lender may from time to time require (including full value terrorism cover) for their full reinstatement and replacement cost which value shall be no less than the Insured Sum with prudent insurers including but without prejudice to the generality of the foregoing, insurance against loss or damage howsoever caused or arising and third party insurance. The Borrower shall notify the Lender's interest in the Property to such insurance company and procure that such interest is noted on the policy. The Borrower shall produce on demand to the Lender such policy or policies of such insurance and the receipt for the last premium due. If in the opinion of the Lender the Borrower fails to perform any of its obligations under this sub-clause then the Borrower confirms that the Lender shall be entitled but not obliged to take out any insurance on the Property or any part of it, and if so the Borrower will on demand repay to the Lender all payments made by the Lender for that purpose and will on demand pay interest at the Interest Rate from the date of payment until repayment of any money so paid by the Lender. All such money and interest shall be charged on the Property. The Borrower will hold in trust for the Lender all money received under any insurance of the Property or the Charged Assets and at the Lender's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Borrower's Obligations

9.3.4 Immediately to produce to the Lender any order, direction, permission, notice or other matter whatever affecting or likely to affect the Property and served upon the Borrower by any third party, and to allow the Lender to make a copy of it. The Borrower will at its own expense comply with any such order, direction, permission, notice of other matter without delay or, if the Lender so requires, will make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve.

9.3.5 Not to use the Property for any purpose other than the present permitted use except with the previous written consent of the Lender and the relevant planning authority and then only to the extent permitted by and in accordance with any conditions attached to such consent. The Borrower will deliver any such consent of the relevant planning authority to the Lender but shall be entitled to a copy of it.

9.3.6 If the Borrower at any time obtains permission for any development of the Property within the provisions of the Town and Country Planning Act 1990 to comply with all conditions subject to which such permission is granted.

9.3.7 To observe and perform all Environmental Laws affecting the Property and to obtain all necessary Environmental Approvals.

9.3.8 Not to grant, agree to grant, nor accept a surrender of any lease or licence of the Property or the Goodwill.

9.3.9 Not to dispose of or part with or share possession or occupation of the Property the Charged Assets or the Goodwill

9.3.10 Duly and punctually to pay and to indemnify the Lender against all outgoings which may be or become imposed on the Property.

9.3.11 To observe and perform all the covenants rights and conditions to which the Property is subject.

9.3.12 Not without the Lender's prior written consent to create or permit to arise any mortgage charge or lien on the Property or the Goodwill

9.3.13 To observe and perform all the covenants rights and conditions contained or referred to in the Loan Agreement.

9.4 covenant to pay lender's costs and expenses

9.4.1 Without prejudice to clause 8.2 the Borrower covenants with the Lender to pay on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this Deed (including all commission, legal and other

professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower at the Interest Rate.

9.4.2 Without prejudice to the generality of the provisions of the preceding sub-clause, the Borrower's liability under that sub-clause will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:

9.4.2.1 the contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security constituted by this Deed;

9.4.2.2 the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this Deed;

9.4.2.3 the exercise or contemplated exercise of any power, right or discretion conferred by this Deed or by law on the Lender;

9.4.2.4 any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this security or associated with it

9.4.2.5 any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower; and

9.4.2.6 the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security.

9.5 LENDER'S POWERS

9.5.1 The Lender may without restrictions grant or accept surrenders of leases of the Property.

9.5.2 The Lender may under the hand of a director or by deed appoint or remove a receiver or receivers of the Property and the Goodwill and may fix and pay the fees of a receiver but any receiver shall be deemed to be the agent of the Borrower and the Borrower shall be solely responsible for the receiver's acts defaults and remuneration

9.5.3 All or any of the powers conferred on a receiver by Clause 8.10 may be exercised by the Lender without first appointing a receiver or notwithstanding any appointment

9.5.4 The Lender will not be liable to account to the Borrower as mortgagee in possession for any money not actually received by the Lender

9.5.5 The Borrower grants to the Lender an irrevocable licence and power to use all property (including without limitation chattels) of the Borrower at the Property and to remove store sell and/or dispose of any such property. The proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Lender to the Borrower

9.5.6 If the Borrower fails to observe the provisions of this Deed relating to the repair of the Property the Lender may enter the Property for the purpose of effecting necessary repairs (for which purpose the Lender is not to be regarded as a mortgagee in possession) and the expense incurred by the Lender shall be a charge on the Property bearing interest at the Interest Rate such interest to be payable in the same manner as interest on the Loan.

9.5.7 Section 93 (1) of the Law of Property Act 1925 shall not apply to this Deed.

9.6 POWER OF ATTORNEY

The Borrower irrevocably appoints the Lender and any receiver severally to be the Attorney of the Borrower (with full power of substitution and delegation) in the Borrower's name and on the Borrower's behalf and as the Borrower's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Lender or any receiver pursuant to this deed or the exercise of any of their powers

9.7 APPROPRIATION

9.7.1 Subject to clause 8.7.2 the Lender may appropriate all payments received for the account of the Borrower in reduction of any part of the Borrower's Obligations as the Lender decides

9.7.2 The Lender may open a new account or accounts upon the Lender receiving actual or constructive notice of any charge or interest affecting the Property or the Goodwill. Whether or not the Lender opens any such account no payment received by the Lender after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Borrower's Obligations outstanding at the time of receiving such notice

9.8 SECURITY AND FURTHER ASSURANCE

9.8.1 This deed is in addition to any other security present or future held by the Lender for the Borrower's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender

9.8.2 The Borrower will at the Borrower's own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further to secure the Borrower's Obligations on the Property and the Goodwill

9.8.3 Upon payment to the Lender of all sums due under this Deed the Lender shall at the request and cost of the Borrower discharge the security hereby effected.

9.9 EXERCISE OF STATUTORY POWERS

Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed.

9.10 RECEIVERS

9.10.1 Any receiver appointed by the Lender shall (in addition to all powers conferred on him by law) have the following powers which in the case of joint receivers may be exercised jointly or severally:-

9.10.1.1 To take possession of and generally manage the Property and any business carried on at the Property

9.10.1.2 To carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment

9.10.1.3 To purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land

9.10.1.4 To sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property and the Goodwill without restriction including (without limitation) power to dispose of any fixtures separately from the Property

9.10.1.5 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Borrower

9.10.1.6 To take continue or defend any proceedings and enter

into any arrangement or compromise

9.10.1.7 To insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen

9.10.1.8 To employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies

9.10.1.9 To borrow any money and secure the payment of any money in priority to the Borrower's Obligations for the purpose of the exercise of any of his powers

9.10.1.10 To do any other acts which the receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property and the Goodwill

9.10.2 If the Borrower is an individual the Borrower grants to such receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Borrower at the Property when the receiver is appointed and to remove store sell and/or dispose of any such property. The receiver will account to the Lender for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Lender to the Borrower

9.10.3 A receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

9.11 PROTECTION OF PERSONS DEALING WITH THE LENDER OR A RECEIVER

No person dealing with the Lender or any receiver appointed by the Lender shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters:

9.11.1 whether this security has become enforceable.

9.11.2 whether any power exercised or purported to be exercised under this Deed has arisen or become exercisable;

9.11.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;

9.11.4 whether any money remains due under the security; or

9.11.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made;

and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see the application or being answerable for the loss or misapplication of such money.

9.12 INDULGENCE AND WAIVER

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this Deed grant to the Borrower, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights, or either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person.

9.13 DEMANDS AND NOTICES

9.13.1 A demand or notice by the Lender under this Deed shall be deemed to have been properly served on the Borrower if served personally on the Borrower or on any one of the directors or the secretary of the Borrower, by first class letter post, telex or fax addressed to the Borrower at oror by delivery to his usual or last known place of abode or business or its registered office or at any of its principal places of business.

9.13.2 Service shall be deemed to be effected notwithstanding the death or dissolution of the Borrower:

9.13.2.1 at 10 a.m. on the second business day immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery;

9.13.2.2 when dispatched if given by telex or fax; and

9.13.2.3 when left at the property concerned if delivered.

9.13.3 The methods of service described in clause 9.13.2 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 section 196.

9.13.4 If the expression 'the Borrower' includes more than one

person, service on any one person shall be deemed to constitute service upon all such persons.

9.14 VALIDITY AND SEVERABILITY

9.14.1 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.

9.14.2 If this Deed is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security.

9.15 INTERPRETATION

9.15.1 Unless the context otherwise requires:

9.15.2 the singular includes the plural and vice versa;

9.15.3 references to persons include references to firms companies or corporations and vice versa; and

9.15.4 references in the masculine gender include references in the feminine or neuter genders and vice versa.

9.15.5 Unless the context otherwise requires the expressions 'the Borrower' and 'the Lender' include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them.

9.15.5.1 All covenants, charges, agreements, undertakings, representations and warranties given or implied in this Deed by more than one person shall be deemed to have been given jointly and severally by those concerned.

9.15.5.2 References to any statutory provision shall be construed as including any statutory modification or re-enactment of it and any order, regulation, directive or code of practice made under it or associated with it.

9.15.5.3 The clause headings do not form part of this Deed and shall not be taken into account in

its construction or interpretation.

9.15.6 References to the "Property" includes any part of it or them and the "Property" includes all covenants and rights affecting or concerning the same.

9.15.7 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select

Any reference to a clause or a paragraph or a schedule is to one in this Deed so numbered or named.

9.16 GOVERNING LAW AND JURISDICTION

9.16.1 This Deed shall be governed by and construed in accordance with English law.

9.16.2 It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that accordingly any suit, action or proceeding arising out of or in connection with this Deed may be brought in such courts.

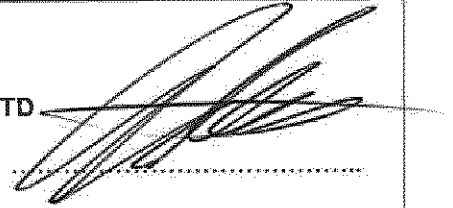
9.16.3 Nothing in this clause shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

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
BRENDAN CARTER HOMES LTD
acting by a Director
In the presence of:



WITNESS

Signature: 

Print name: OLIVER BURTON

Address: FLAT 12, THE CAMFRAS
BH13 6BA

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.