



Registration of a Charge

Company Name: **BARBICAN FREEHOLDS LIMITED**

Company Number: **09788327**



Received for filing in Electronic Format on the: **24/03/2022**

XB0GR3WA

Details of Charge

Date of creation: **24/03/2022**

Charge code: **0978 8327 0002**

Persons entitled: **WIDERANGE LIMITED**

Brief description: **ALL THAT LEASEHOLD PROPERTY KNOWN AS FLAT 1-24 AND
COMMON AREAS, SOLLY PLACE, 7 SOLLY STREET, SHEFFIELD, S1
4DE REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER
SYK678919**

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: **KEYSTONE LAW**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9788327

Charge code: 0978 8327 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th March 2022 and created by BARBICAN FREEHOLDS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th March 2022 .

Given at Companies House, Cardiff on 29th March 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**

DATED 24th March 2022

WIDERANGE LIMITED
AND
BARBICAN FREEHOLDS LIMITED

LEGAL CHARGE

of

Flats 1-24 and common areas, Solly Place, 7 Solly Street, Sheffield, S1 4DE

H M LAND REGISTRY

LAND REGISTRATION ACTS 1925 - 1971

County/District : South Yorkshire: Sheffield
Property : Flats 1-24 and common areas, Solly Place, 7 Solly Street, Sheffield,
S1 4DE
Title Number : SYK678919

THIS LEGAL CHARGE is made the 24th day of March 2022

B E T W E E N :

- (1) **BARBICAN FREEHOLDS LIMITED** of 133 Hammersmith Road Kensington London W14 0QL ("the Borrower")
- (2) **WIDERANGE LIMITED** of 133 Hammersmith Road Kensington London W14 0QL ("the Lender")

W H E R E A S:

- (1) The Borrower is registered proprietor of the Property comprised in the Title above referred to ("the Property")
- (2) The Lender has lent to the Borrower TWENTY THOUSAND POUNDS (£20,000.00) upon having the repayment thereof together with interest thereon secured in the manner hereinafter appearing

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of TWENTY THOUSAND POUNDS (£20,000.00) ("the Principal Sum") having been paid by the Lender to the Borrower on 15th February 2022 (the receipt whereof the Borrower hereby acknowledges) the Borrower **HEREBY COVENANTS** with the Lender :-
 - (i) to pay to the Lender on demand the Principal Sum of £20,000.00 with interest thereon from the date hereof at a rate equivalent to 5% p.a. such interest to be calculated on a day to day basis and to be paid in arrears on the 25th March 24th June 29th September and 25th December in each year and if the interest Principal Sum or part thereof shall not be paid on demand will (as well as before any judgment) pay to the Lender interest on the rate aforesaid on the Principal Sum or such part thereof as shall from time to time remain owing on redemption of this Legal Charge together with (in the event of the repayment taking place not on a sale of the Property) the sum equivalent to 25% of the then market value (to be assessed by an independent surveyor appointed by both parties) less the purchase price of the Property plus reasonable legal costs or (in the event of the repayment taking place on a sale of the Property) the sum equivalent to 25% of the sale price less the purchase price of the Property plus reasonable legal costs

- (ii) notwithstanding the provisions of sub clause (i) of this clause the Principal Sum shall be deemed to have become due one day after the date hereof and the Lender shall be entitled to exercise the statutory powers of sale and appoint a receiver at any time after that date and the provisions of Section 103 of the Law of Property Act 1925 shall not apply to this security and the provisions of that sub-clause are not to be treated as evidence of any agreement between the Borrower and the Lender restricting the right of the Lender to enter into possession of the Property as and when it shall think fit and whether or not the Borrower is in breach of that sub-clause or any provision thereof
- 2. For the consideration aforesaid the Borrower as Beneficial Owner hereby charges by way of Legal Mortgage all the Property with payment in accordance with the covenants herein contained of the Principal Sum interest and other money hereby covenanted to be paid by the Borrower subject to the proviso for repayment hereinafter contained and with payment of all sums of money and liabilities present future actual or contingent owing or incurred by the Borrower solely or jointly with any other or others in partnership or otherwise and whether as principal or surety to the Lender on any account including the amount of notes or bills discounted or paid or for other loans credits or advances made to or for the accommodation or at the request of the Borrower solely or jointly as aforesaid or in any way whatsoever together with all sums expended by the Lender under the powers herein contained and all commission discount and other banker's charges including legal or surveyor's fees occasioned by or incidental to this or any other security held by or offered to the Lender for the said indebtedness or by or incidental to the perfection or enforcement of any such security
- 3.
 - (a) That so long as any money remains owing on this security the Borrower will procure that the Property insured shall be and remain insured against loss or damage caused by fire or such other risks as are usually covered under a comprehensive policy (whether it continues to be a security or it discharged) and will duly and punctually pay all premiums and money requested by the Reversioner of the Property for effecting and keeping up such insurance and will produce to the Lender details of the policy or policies of such insurance and a copy of the receipt for each such payment and if the Borrower shall fail to perform any obligations of the Borrower under this clause and if the Lender shall thereupon insure the Property in the full reinstatement value the Borrower will on demand repay to the Lender all payments made by the Lender for that purpose and will pay interest at the rate aforesaid from the date of demand until repayment of any monies not repaid on demand as aforesaid and all such monies and interest shall be charged on the Property and recoverable as such
 - (b) that if at any time the Borrower is entitled to the benefit of an insurance on any building which may now or hereafter be erected or maintained in pursuance of the Borrowers obligations aforesaid then all moneys received by virtue of such insurance

shall if the Lender so requires be applied to the option of the Lender either in making good the loss or damage in respect of which the same shall have been received or be paid to the Lender and be applied by the Lender in or towards discharge of the Principal Sum and any interest or other moneys owing

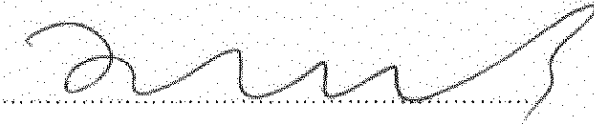
- (c) That so long as any money remains owing on this security the Borrower will keep any building which may now or hereafter be erected on any part of the Property including all fixtures and additions thereto in good and substantial repair to the satisfaction of the Lender and if the Borrower shall fail to do the Lender shall thereupon be entitled to enter upon the Property or any part thereof to examine the state and condition thereof and forthwith to repair and make good all defects and wants of repair of which notice in writing shall be given to the Borrower and in case of default to permit the Lender to enter on the Property and effect such repairs as the Lender may consider necessary without thereby becoming liable as mortgagee in possession and the Borrower will on demand repay to the Lender all the expenses thereby incurred by the Lender and will pay interest at the rate aforesaid from the date of demand as aforesaid and all such expenses and interest shall be charged on the Property and be recoverable as such

- (d) (i) Not without the previous consent in writing of the Lender to erect or make or maintain or suffer to be erected made or maintained on the Property or any part thereof any additional building erection or improvement or make or suffer to be made any material change or addition whatsoever in or to use the Property or any building or buildings or erections thereon or any part thereof and also if the Lender shall consent in writing as aforesaid duly apply to the Local Planning Authority for any necessary permission or approval to erect make or maintain such building erection improvement material change or addition on behalf of the Lender and all other persons (if any) for the time being interested in the Property and to give to the Lender immediate notice of such permission if granted and not to erect make or maintain such building erection improvement material change or addition prior to the granting by the Local Authority of such permission
- (ii) within seven days of the receipt of the same by the Borrower to give full particulars to the Lender of any notice or proposal for a notice of order or proposal for an order given issued or made by virtue of the Town and Country Planning Acts or Health Acts and if so required by the Lender to produce such notice to the Lender AND ALSO at the Borrowers own expense either to take all reasonable or necessary steps to comply with any such notice or order or to make or join with the Lender in making such objection or objections or representation or representations against or in respect of any proposal for such a notice or order as the Lender after consultation with the Borrower shall direct

- (e) At all times during the continuance of this security the Borrower will observe and perform the covenants conditions restrictions and stipulations which are required by the any Conveyance Lease Deed Notice or document of any kind to be observed and performed
 - (f) To pay upon demand and fully indemnify all fees costs disbursements and value added tax incurred by the Lender in connection with the preparation and execution of this Deed and all costs incurred in connection with the enforcement of the same should the Borrower default in any way
- 4.
 - (a) The Borrower shall not be entitled to exercise any powers of leasing or accepting surrenders of leases given by any statute in that behalf or otherwise without the consent in writing of the Lender
 - (b) Section 93 of the Law of Property Act 1925 (restriction on the Lenders right of consolidation) shall not apply to this security
- 5. Any notice or demand for payment of the monies hereby secured shall be made in notice in writing in accordance with the provisions of Section 194 of the Law of Property Act 1925
- 6. All monies secured hereunder shall become payable upon demand in the following events :
 - (i) if an encumbrances takes possession or a receiver is appointed of any part of the assets of the Borrower or
 - (ii) if the Borrower appears to be unable to pay or to have no reasonable prospect of being able to pay any unsecured debt or debts for a liquidated sum demanded by any creditor (whether or not a Petitioning creditor) in accordance with Section 268 (definition of inability to pay etc) of the Insolvency Act 1986 and the amount of which or the aggregate amount or which is equal to or exceeds the Bankruptcy level for the time being referred to in Section 267 of that Act or
 - (iii) if the Borrower makes default in observing or fulfilling any of its obligations hereunder or
 - (iv) if a liquidator or receiver or administrator is appointed of any of the Borrowers assets
 - (v) if a Petition be issued for the Bankruptcy of the Borrower or either of them
- 7. In this Deed where the context so admits:
 - (i) words importing the singular also include the plural and vice versa and words importing the masculine gender also include the feminine gender
 - (ii) where there are two or more persons included in the expression "the Borrower" or "the Lender" the covenants expressed to be made by the Borrower or the Lender shall be deemed to be made by such persons jointly and severally
 - (iii) where there are two or more persons included in the expressions "the Borrower" they shall be deemed to hold the Property as joint tenants both legally and beneficially

- (iv) the terms "the Borrower" and "the Lender" shall include the person deriving title under the Borrower and the Lender respectively

EXECUTED as a Deed by)
BARBICAN FREEHOLDS LIMITED)
acting by *Denny Davies* (a director))
in the presence of.



Witness' Signature:

Name:

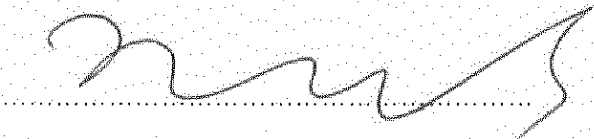
Address:

Occupation:



Elgin Luta
Head of Operations
133 Hammersmith Road
London
W14 0QL

EXECUTED as a Deed by)
WIDERANGE LIMITED)
acting by *Denny Davies* (a director))
in the presence of.



Witness' Signature:

Name:

Address:

Occupation:



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