



Registration of a Charge

Company name: **43 BG LTD**

Company number: **09899027**



X72QE03F

Received for Electronic Filing: **29/03/2018**

Details of Charge

Date of creation: **29/03/2018**

Charge code: **0989 9027 0002**

Persons entitled: **SG KLEINWORT HAMBROS BANK (CI) LIMITED**

Brief description: **ALL THAT LEASEHOLD LAND KNOWN AS FLAT 5 43 BRAMHAM GARDENS SW5 0HG AND REGISTERED WITH THE LAND REGISTRY UNDER TITLE NUMBER BGL6147.**

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: **ADAMS & REMERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9899027

Charge code: 0989 9027 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2018 and created by 43 BG LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th March 2018 .

Given at Companies House, Cardiff on 3rd April 2018

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**

THIRD PARTY CHARGE

Date:

29 March 2018

Lender:	SG Kleinwort Hambros Bank (CI) Limited whose registered office is at PO Box 78, SG Hambros House, 18 Esplanade, St Helier, Jersey JE4 8PR and its successors and assigns including any legal and/or equitable assignee of this Mortgage Deed whether by way of security only and those deriving title under it or them (" we " or " us " or " our ")
Mortgagor:	43 BG Ltd (company number. 9899027) whose registered office is at 238 Old Brompton Road Earls Court SW5 0DE And whose address for service in England and Wales is 238 Old Brompton Road Earls Court SW5 0DE (" you " or " your ")
Borrower:	BBCP Holding Ltd (company number 10776187) whose registered office is at 238 Old Brompton Road, London, SW5 0DE (the " Borrower ")
Property:	Leasehold land being Flat 5 43 Bramham Gardens SW5 0HG registered at the Land Registry with Title Number BGL6147 and shown edged red on the plan filed with the Land Registry under the same Title Number (the " Property ")
The Principal Agreement:	The agreement dated on or about the date of this document between us and the Borrower (and the same which may be varied, extended or supplemented from time to time) or such other agreement as may from time to time govern arrangements between us and the Borrower (the " Principal Agreement ")
Secured Liabilities:	All monies from time to time due or owing and all other actual or contingent liabilities from time to time incurred by the Borrower to us under the Principal Agreement (the " Secured Liabilities ")
Security:	The security interests created or intended to be created pursuant to this Mortgage Deed (the " Security ")

1. COVENANT TO PAY

You shall pay or discharge each of the Secured Liabilities when the same fall due for payment.

2. CHARGE

- 2.1 You charge the Property with full title guarantee, together with all your respective interests and rights in the Property and in the proceeds of sale of the Property, by way of a legal mortgage and as continuing security with the repayment of all monies payable by the Borrower to us on any account

whatsoever and the performance of all other obligations at any time owed by the Borrower to us,.

- 2.2 You apply to the Registrar to enter the following restriction against the title referred to above:

"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 29 March 2018 in favour of SG Kleinwort Hambros Bank (CI) Limited referred to in the Charges Register."

- 2.3 We and you agree that this document may be destroyed at any time after it has been electronically scanned and registered by HM Land Registry. An official copy issued by HM Land Registry will then be acceptable as evidence for all purposes as if it were the original.

3. LIMITED RECOURSE

- 3.1 Our recourse against you in respect of the Secured Liabilities is limited to the rights of enforcement and recovery against the Property. We agree that the total amount recoverable against you under this Mortgage Deed shall be limited to the proceeds received by us realising the Property in accordance with this Mortgage Deed.

4. ARRANGEMENTS WITH THE BORROWER AND OTHERS

We may without your consent or without giving notice to you and without releasing, reducing or affecting your liability to us under this Mortgage Deed:

- (a) grant to the Borrower or any other person additional time to pay or otherwise refrain from enforcing the terms of the Principal Agreement;
- (b) grant to the Borrower or any other person any new or increased credit or facility and increase any rate of interest or charge;
- (c) enter into, renew, vary or end any agreement or arrangement with or liability of the Borrower or any other person;
- (d) renew, vary, refrain from enforcing, substitute or release any present or future security or guarantee which we hold from the Borrower or any other person; or
- (e) accept a lesser amount or otherwise settle with the Borrower or any other person.

5. Preservation of Your Liability

Your liability to us under this Mortgage Deed shall not be affected by:

- (a) your death, personal incapacity or the commencement against you of bankruptcy proceedings or similar proceedings in other jurisdictions;
- (b) the Borrower not having the power to borrow or the Borrower borrowing in a way that is a defective, excessive or irregular use of its borrowing powers; or

- (c) any thing, act or omission that would release or reduce your liability to us as a "mortgagor" but which would not have done so, had you been a principal debtor.

6. Preservation of Our Rights

- 6.1 This Mortgage Deed shall not be released or affected if we fail to take any intended security or guarantee for the Secured Liabilities or if any other guarantee or security we hold for the Secured Liabilities is void, unenforceable, not completed or not perfected.

7. WHAT YOU MUST DO IN RELATION TO THE PROPERTY

- 7.1 You agree to do the following:

- (a) comply in all respects with and not breach any applicable environmental laws;
- (b) if we ask you must give us any document you have relating to the Property or the ownership of the Property;
- (c) comply with any obligations or restrictions which apply to the Property, for example, covenants or lease conditions. If you do not comply with obligations or restrictions which apply to the Property we may need to step in to comply with them on your behalf and you must pay us for doing so when we ask you to;
- (d) tell us if you will become the owner of a new or increased interest in the Property or any land or building which includes the Property, for example, if your interest changes from leasehold to freehold. You must give us new security over the new or increased interest if we ask you to. You must get our approval to the terms of any new security document and we can make our approval subject to conditions;
- (e) immediately tell us about and give us a copy of any notice, order, direction, licence, consent or permission relating to the Property, for example, any notice from your local authority or from the person who owns the freehold if the Property is leasehold;
- (f) if you are a member of a management company which deals with the management of the Property or its amenities, you must deposit your share certificate or other certificate of membership with us. If asked, you must also sign a formal transfer of your shares or other membership rights to any person who buys the Property from us or a receiver;
- (g) keep the Property in good order, repair and condition and carry out any building or repair work needed to keep the Property in good repair so it keeps its value as our security. If you do not do so we may repair the Property for you and you must pay us for doing so when we ask you to;

- (h) not neglect the Property or do anything which could damage the Property, reduce its value, or impact any insurance in a negative way or increase any insurance premium;
- (i) carry out building and repair work which we may ask you to carry out or which is required by laws or regulations that apply to the security, the Property or this Mortgage Deed. If you do not do so we may carry out such works for you and you must pay us for doing so when we ask you to; and
- (j) make any payments relating to the Property in full and on time. If you fail to do so we can pay them for you and you must repay us when we ask you to.

8. WHAT YOU MUST ASK OUR PERMISSION FOR IN RELATION TO THE PROPERTY

8.1 You must ask for our permission before you:

- (a) sell the Property or any part of the Property, give the Property or any part of the Property away, transfer ownership of the Property or any part of the Property or make any declaration of trust in relation to the Property or any part of the Property;
- (b) grant or agree to grant a lease or tenancy over all or part of the Property or give up possession of all or part of the Property and allow someone else to live there unless we have agreed that you do not need to live in the Property. This means you cannot rent the Property to someone else without our permission.
- (c) vary the terms of any lease or other agreement relating to all or part of the Property;
- (d) deal with a claim for compensation if your local authority takes possession of all or part of the Property;
- (e) apply for or get a grant in respect of all or part of the Property;
- (f) allow the Property to be vacant for 28 days or more (or any shorter period specified in the insurance policy of the Property);
- (g) give someone else security over all or part of the Property;
- (h) change the use of all or part of the Property or apply to the planning authority to change the use of all or part the Property;
- (i) create any rights, restrictions or covenants in respect of the Property; or
- (j) make any structural or other significant changes to all or part of the Property.

8.2 If we give you permission to grant a lease or tenancy over all or part of the Property:

- (a) we may charge you a fee (we will also tell you if this is the case);

- (b) you must comply with any conditions we reasonably impose; and
- (c) you must ensure that any rental income from the Property is paid into an account you hold with us.

8.3 We may make our permission subject to conditions. We will always act reasonably when deciding whether or not to give you our permission or when we make our approval subject to conditions. For example we will be acting reasonably if we refuse to give you permission, or we make our approval subject to conditions, because we reasonably think there is a risk of a fall in value of the Property or of a negative impact to the security, the Property or our ability to rely on or enforce that security.

9. Enforcement

- 9.1 The statutory power of sale shall apply to the Property free from the restrictions imposed by Section 103 of the Law of Property Act 1925.
- 9.2 We or a receiver may (but are not obliged to) take any action to remedy a failure by you to observe and perform the provisions of this Mortgage Deed at your cost.
- 9.3 The Secured Liabilities are deemed to have become due on the date of this Mortgage Deed.
- 9.4 The Security shall become enforceable on the earlier of:
 - (a) the date we demand payment of any of the Secured Liabilities;
 - (b) the date the Borrower breaches a provision of the Principal Agreement;
 - (c) the date you breach a provision of this Mortgage Deed or any document evidencing the facilities to which the Secured Liabilities relate; and
 - (d) your request.
- 9.5 At any time after the Security becomes enforceable (or if requested by you), we may without further notice:
 - (a) appoint any person to be a receiver, receiver and manager or administrative receiver of all or any part of the Property and/or of the income from the Property; and/or
 - (b) appoint or apply for the appointment of any person as your administrator (if you are a company); and/or
 - (c) exercise all or any of the powers conferred on mortgagees by the Law of Property Act 1925 (as amended or extended by this Mortgage Deed) and/or all of the powers which are conferred by this Mortgage Deed on a receiver, in each case without first appointing a receiver or notwithstanding the appointment of any receiver.

10. When we can enter the Property

- 10.1 You must allow one of our employees or agents, a valuer or a surveyor access to the Property to inspect it at any reasonable time of the day following reasonable notice.
- 10.2 If we ask someone to carry out work on the Property where you have failed to do so you must allow them access to the Property at any reasonable time of the day following reasonable notice.
- 10.3 When someone referred to in this condition 10 comes into the Property this does not mean that we have taken possession of the Property or that we have accepted the legal responsibilities as if we had possessed the Property.

11. Insurance

- 11.1 You must insure the Property at all times against all risks we may reasonably specify with a reputable insurer and you must pay all of the insurance premiums on time.
- 11.2 If the Property is leasehold and under the terms of the lease, buildings insurance is the responsibility of your landlord, the following terms will apply instead of condition 11.1:
 - (a) you must take reasonable steps to ensure that the landlord insures the Property with a reputable insurer against all risks we reasonably specify and for at least the full cost of rebuilding the Property; and
 - (b) you must notify us immediately if you become aware that any insurance has lapsed or does not otherwise comply with the above requirements.
- 11.3 You, or your landlord where the Property is leasehold, must ensure that the Property is insured for at least the full cost of rebuilding the Property. The full cost of rebuilding the Property will be determined at the start of this Mortgage Deed when we have the Property valued.
- 11.4 If following our request you do not provide evidence of adequate insurance we may take out an insurance policy for the Property and ask you to pay for it; you must pay for this when we ask you to. Any insurance policy we take out for you may only cover our interests and may not cover your or anyone else's interests.
- 11.5 If we reasonably think the insurance policy is not adequate you must improve the insurance cover in the way we ask you to. If you do not do so we may do so for you and this may only cover our interests and may not cover your or anyone else's interests. You must pay us for improving your insurance cover when we ask you to.
- 11.6 You must not do anything which could make the insurance invalid or make it more difficult or expensive to insure the Property.

- 11.7 Any monies received on any insurance of the Property shall be held on trust by you for us and applied at our option either towards making good the loss or damage in respect of which the monies were received or (if you are not otherwise under an obligation to reinstate the damage and we so direct) in or towards the discharge of the Secured Liabilities.
- 11.8 You must tell us about any material damage to the Property which could mean you need to make a claim under your insurance immediately. If the insurance policy allows us to we can negotiate with the insurer and settle a claim on reasonable terms.

12. Our right to act as your attorney

- 12.1 You appoint us and, where we appoint a receiver, (as a separate appointment) the receiver, to be your attorney until you pay us the Secured Liabilities. We, or the receiver, can do anything that you could do with the Property, such as signing documents to do with this Mortgage Deed or the Property.
- 12.2 Where there is more than one of you and we, or a receiver, are acting as your attorney we will act for all of you jointly and each of you separately.
- 12.3 You must confirm anything we, or a receiver, has done as your attorney if we ask you to.

13. Appointing a receiver

- 13.1 If an event occurs that means we are entitled to take possession of the Property in accordance with condition 9, we can appoint a receiver for all or part of the Property. The receiver may be our employee or anyone else we choose. We can arrange to pay the receiver a reasonable amount and to replace the receiver with a different receiver.
- 13.2 The receiver will act as your agent and this means you are responsible for their costs and their actions.

14. Powers we have as your attorney and powers a receiver has

- 14.1 If an event occurs that means we are entitled to take possession of the Property under condition 9, your attorney including, where applicable, a receiver can:
 - (a) receive any money payable to you to do with the Property, any right or claim over the Property or any insurance, guarantee or compensation to do with the Property, the security or this Mortgage Deed;
 - (b) use any proceeds of an insurance claim to repair or rebuild the Property or for the purpose the claim was made unless we, or a receiver, tell you we (or a receiver) want you to use it to pay us the Secured Liabilities;
 - (c) make arrangements with or enforce the obligations of any current or former tenant or occupier of the Property;

- (d) take action to surrender or terminate any tenancy or to get possession of all or part of the Property and grant new leases of the Property;
- (e) make a claim to do with the Property or under any insurance, guarantee or compensation relating to the Property, or this Mortgage Deed;
- (f) insure the Property. This may only cover our interests and may not cover your or anyone else's interests;
- (g) sell the Property. We (or a receiver) will sell it for the best price we can reasonably get within a reasonable timeframe; or
- (h) vary the terms of any lease or other agreement relating to the Property.

14.2 At any time (not just when an event occurs that means we are entitled to enforce the Security under condition 9) your attorney including, where applicable, a receiver can:

- (a) employ and pay agents to carry out work on behalf of the attorney or receiver;
- (b) instruct anyone who has documents, records or accounting information about the Property (including ownership of the Property), the security, this Mortgage Deed to give us those documents, records or accounting information;
- (c) take action to keep the Property in good repair and condition;
- (d) take action to meet any laws or regulations in relation to the Property;
- (e) take steps to remedy any defect with the security document which means it is not binding;
- (f) sign forms or documents required for the Property;
- (g) transfer any share or membership right in any management company or residents' association or society or commonhold association or similar of which you are a member and which is connected to the Property; use any rights you may have as a member; or ask for the cancellation and reissue of any certificate of share of membership you have in any such organisation;
- (h) do anything else reasonably required to do with the Property to ensure the Property will continue to provide good security for the Secured Liabilities; or
- (i) do anything else you have to do under this Mortgage Deed.

15. TRANSFERS

- 15.1 You may not allow any person to take over any of your rights and duties under this Mortgage Deed without our prior written consent.
- 15.2 We may assign or transfer all or any part our rights and/or duties under this Mortgage Deed to any person (a "**third party transferee**") without your consent.

- 15.3 Where we assign or transfer (including by declaration of trust) all or any part of our rights and/or duties under this Mortgage Deed to a third party transferee, references in this Mortgage Deed to "**we**", "**us**" and "**our**" shall be references to that third party transferee (for all or the relevant part, as applicable).

16. CHANGING THIS MORTGAGE DEED

- 16.1 This Mortgage Deed can only be amended if we both agree to the change in writing.

17. JOINT AND SEVERAL LIABILITY

- 17.1 If more than one of you is named in this Mortgage Deed as Mortgagors, the security is given jointly by all of you and the terms of this Mortgage Deed apply to all of you. None of you shall be released from any liability to us nor shall the Mortgage Deed be discontinued by reason of the Principal Agreement not being or ceasing to be binding upon any person other than the Borrower, whether by our agreement with such person or otherwise.
- 17.2 You are jointly and severally liable. This means you are each individually responsible for keeping the terms of this Mortgage Deed, and we can take action against one or all of you if you do not keep to the terms of this Mortgage Deed.
- 17.3 You agree we will only need to send information to do with this Mortgage Deed to one of you (you must tell us who this will be) and we will do this unless we are required by law or regulation to send the information to everyone who is named on the security document.
- 17.4 Any of you can give us instructions independently of the other Mortgagor(s) and we do not need to check with the other Mortgagor(s) before acting on those instructions but we may choose to do so.

18. Contacting each other and Notices

Contacting Each Other

- 18.1 You can contact us:
- (a) by telephone using your private banker's number(s) or on [+44 20 7597 3000] between the hours of 9am and 5pm on Working Days;
 - (b) by writing to us at SG Kleinwort Hambros Bank (CI) Limited – Guernsey Branch, PO Box 78, SG Hambros House, 18 Esplanade, St Helier, Jersey JE4 8PR;
 - (c) through our website – www.privatebanking.societegenerale.com/hambros; or
 - (d) by any other method we approve or notify you of from time to time.

- 18.2 We can contact you using the most recent email address, postal address or phone number you have given us. You must tell us if your contact details change.
- 18.3 Telephone calls with you may be monitored and recorded so we can check instructions you give us, train our staff and for quality monitoring purposes.
- 18.4 We will communicate with you in English.

Notices

- 18.5 You must send any notice to us by pre-paid first class post to your Private Banker at SG Kleinwort Hambros Bank (CI) Limited – Guernsey Branch, PO Box 78, SG Hambros House, 18 Esplanade, St Helier, Jersey JE4 8PR.
- 18.6 Where we say we will tell you before we do something or give you notice of something we will do so in writing. In a notice we may tell you we will do something, for example make a change to these conditions, or that you must do something by a future date. Where we do not specify a future date then the date the notice takes effect will be:
 - (a) the second day after the date on the notice unless it is to an address outside the Channel Islands, in which case it will be from the seventh day after we post it; or
 - (b) the day we email you.

19. Other conditions

- 19.1 If we choose not to enforce all or part of this Mortgage Deed or we delay enforcing it this does not mean we cannot enforce it at a later date.
- 19.2 If we cannot enforce part of this Mortgage Deed that will not affect our right to enforce any other part of it.
- 19.3 There may be other taxes or costs that are not paid via us or imposed by us.
- 19.4 We will not be liable to you for any of the following if we are unable to provide any service or fulfil any obligation under this Mortgage Deed:
 - (a) any loss of business, loss of goodwill, loss of opportunity or loss of profit in any circumstances; or
 - (b) any loss to you we could not have reasonably anticipated.
- 19.5 Nothing in this Mortgage Deed will stop us being liable if we act fraudulently, with gross negligence or we are at fault and the law does not permit us to limit or exclude liability.
- 19.6 You agree to sign any document we need in order to safeguard the security or our other security or to protect our interests in the Property and you agree to pay the reasonable costs for any such documents to be prepared.


- 19.7 The Contracts (Rights of Third Parties) Act 1999 will not apply to these conditions. This means only you and we (and anyone who takes on our rights and/or our obligations under this Mortgage Deed) can rely on this Mortgage Deed.
- 19.8 This Mortgage Deed is in English and is governed by English law.
- 19.9 The English courts have jurisdiction to settle any dispute arising out of or in connection with this Mortgage Deed.
- 19.10 We may also elect to have recourse to the courts of any other appropriate jurisdiction, including the jurisdiction where we provided the facility, where you are resident, or where any security is held.
- 19.11 If you are an individual you can bring a claim against us in the English courts or, if you were resident in another jurisdiction in the UK, the Channel Islands or Gibraltar when you entered into the facility, you can bring a claim against us in the courts of that jurisdiction.

Warning:

Please note that if you sign this Mortgage Deed you will be legally bound by its terms. If this Mortgage Deed is signed by more than one Mortgagor you will also be responsible for any actions taken by the other Mortgagor in breach of the terms of this Mortgage Deed, as well as being jointly liable for all of the Secured Liabilities arising under the Principal Agreement. If you do not pay us what you owe us when it is due or you do not comply with your obligations to us we may repossess and sell the Property.

You should obtain legal advice before you sign this Mortgage Deed.

Signed as a deed by 43 BG Ltd acting by a director V. Allchin..... In the presence of: VIVIANE HAYNES Witness signature: V. Haynes Witness address:25/26 PLANT STREET.....LONDON W1F 8QW.....	Signed as a deed by In the presence of: Witness signature: Witness address:
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<p>I confirm that I am a solicitor/licensed conveyancer/legal executive acting for the first named Mortgagor and that prior to the execution of this deed I explained its nature, content and effect, and the practical implications of signing it to the first named Mortgagor and he/she informed me that he/she wished to proceed with the transaction.</p>	<p>I confirm that I am a solicitor/licensed conveyancer/legal executive acting for the second named Mortgagor and that prior to the execution of this deed I explained its nature, content and effect, and the practical implications of signing it to the second named Mortgagor and he/she informed me that he/she wished to proceed with the transaction.</p>
<p>Signature </p>	<p>Signature</p>
<p>Name <u>VIVIENNE HAYNES</u></p>	<p>Name</p>
<p>Firm <u>TRAUER SHERIDAN PHILLIPS KELLY HAYNES</u></p>	<p>Firm</p>
<p>Address <u>25/26 POLAND STREET</u> <u>LONDON W1F 8QN</u></p>	<p>Address</p>
<p>Date <u>16 February 2018</u></p>	<p>Date</p>