



Registration of a Charge

Company name: **CLARENDON HOUSE WATFORD LTD**

Company number: **10106655**



X8A0SS9N

Received for Electronic Filing: **19/07/2019**

Details of Charge

Date of creation: **19/07/2019**

Charge code: **1010 6655 0001**

Persons entitled: **EASTERN VENTURES LIMITED**

Brief description: **ALL THE FREEHOLD PROPERTY KNOWN AS CLARENDON HOUSE
BRIDLE PATH WATFORD WD17 1UT REGISTERED AT HM LAND
REGISTRY UNDER TITLE NUMBER HD119588**

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: **C WILLIAMS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10106655

Charge code: 1010 6655 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th July 2019 and created by CLARENDON HOUSE WATFORD LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th July 2019 .

Given at Companies House, Cardiff on 22nd July 2019

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

THIS LEGAL CHARGE is made the

19th day of July

Two Thousand and

Nineteen BETWEEN

CLARENDON HOUSE WATFORD LIMITED (Co.Regn.No. 10106655) of 272
Victoria Dock Road Canning Town London E16 3BY (hereinafter called "the
Borrowers" of the one part and

EASTERN VENTURES LIMITED of 14 Albert Street Doulgals IOM IM1 2QA
(hereinafter called "the Lender") of the other part.

1. IN this Mortgage the following expressions shall have the following meanings.

The Advance

£3,000,000.00 (THREE MILLION POUNDS) The loan was made pursuant to a facility
letter dated 20th April 2014

The Original date of Loan being made

26th April 2016

The Property

The Freehold property described in the Schedule

The Initial Value

£2,660,000.00 (Two Million Six Hundred and Sixty Thousand Pounds)

The Disposal Value

The value ascertained in accordance with the provisions of clause 5.

The Repayment Sum

That proportion of the Disposal Value which the advance bears to the initial value

The Interest Rate

One per cent per annum

The Repayment Date

The date ascertained in accordance with the provisions of clause 4.

2. The Borrowers acknowledge receipt from the Lender of the advance and as beneficial owners charge the Property by way of Legal Mortgage with payment of the repayment sum interest and all other sums becoming due under this Mortgage
3. THE Borrowers hereby jointly and severally covenant with the Lender
 - (a) To pay the repayment sum on the repayment date.
 - (b) To pay interest at the interest rate upon the advance until the repayment date and upon the repayment sum from the repayment date until actual payment in full of the repayment sum.
 - (c) To pay on demand any other sum becoming due under the provisions of this Mortgage with interest on such sum at the interest rate from the date when such sum becomes due until payment

- (d) To repay on demand all costs and expenses incurred by the Lender in connection with the actual or intended exercise of any power of the Lender under this Mortgage with interest on such expenditure at the interest rate from the date when the amount is notified to the Borrowers until repayment

4. THE repayment date is the date of the earliest of the following events to occur

- (i) The Conveyance or transfer (meaning the execution and delivery of the same and not any subsequent registration) for money or money's worth of the Borrowers' legal estate in the property
- (ii) Any disposition of a legal or equitable estate or interest in the Property not falling within (1) (other than making of a contract intended to lease to a disposition within (1)).
- (iii) Breach of any provision of this Mortgage
- (iv) The commission of any act of bankruptcy by the Borrowers (whether or not followed by issue of a Petition or the levying of any execution or distress against any asset of the Borrowers.

5. THE disposal value means:

- (i) If the repayment value falls to be ascertained under clause 4(i) in relation to a disposal in good faith and at arms length the full consideration for such disposition and
- (ii) In any other case the value at repayment date at which the Borrowers legal estate in the property might be expected to be sold in the open market in good faith the same to be agreed between the parties or in default of agreement determined

under clause 6 but deducting from such consideration or value such amount as shall reflect the value at repayment date of any addition, alteration or improvement to the property effected by the Borrowers after the date of this Mortgage in pursuance of any consent given the same to be agreed between the parties or (in default of agreement) determined under clause 6. Provided that in no case shall the Disposal Value be less than the Advance

6. IN the event that any value falling to be ascertained under clause 5 has not been agreed between the parties within four weeks from service of written notice by one party on the other requesting agreement of such value either party may refer the ascertainment of such value to the decision of any expert valuer to be agreed between the parties within 21 days of service of written notice by one party on the other nominating a valuer or failing such agreement appointed on the application of either party by the President for the time being of the Royal Institution of Chartered Surveyors such valuer shall ascertain the relevant value of the basis specified in clause 5 and on the assumption (if not a fact) that the Borrowers have discharged all their obligations under this Mortgage.
7. ANY dispute as to whether any disposition was in good faith and at arms length shall be determined in like manner to the ascertainment of any value under clause 6
8. The Lender may by written notice served on the Borrowers vary the Interest Rate from that originally payable or as last varied to the rate and with effect from such date as shall be specified in such notice
9. THE Borrowers hereby jointly and severally covenant with the Lender
 - (a) To pay all rates taxes assessments and outgoings charged upon or otherwise payable in respect of the property

(b) To observe and perform all covenants and obligations affecting the Property and to indemnify the Lender against any loss or liability arising from breach or non performance.

10. (a) THE Power of sale and all other statutory powers vested in the Lender shall in favour of a purchaser or other party dealing with the Lender for value arise upon the first interest payment date following the date of this Deed.

(b) Section 93 of the Law of Property Act 1925 shall not apply to this Mortgage

THE SCHEDULE

ALL THAT FREEHOLD land and premises known as Clarendon House , Bridle Path Watford WD17 1UT registered at HM Land Registry under Title Number HD119588 with Title Absolute

Signed as a Deed

By the said

CLARENDON HOUSE WATFORD LIMITED

Acting by one director



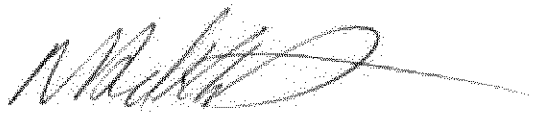
in the presence of

Witness Signature

Witness Name

Witness Address

Witness Occupation



NICOLA ANDREW

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