



Registration of a Charge

Company name: **BISHOP GARDENS LIMITED**

Company number: **10217499**



X5GTS7TC

Received for Electronic Filing: **03/10/2016**

Details of Charge

Date of creation: **03/10/2016**

Charge code: **1021 7499 0001**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **THE LEASEHOLD LAND KNOWN AS FLAT 47, HARLEY HOUSE, MARYLEBONE ROAD, LONDON NW1 5HG (TITLE NUMBER: NGL759587) AND CAR PARKING SPACE 42, HARLEY HOUSE, MARYLEBONE ROAD, LONDON NW1 5HE (TITLE NUMBER: NGL916763)**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

DWF LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10217499

Charge code: 1021 7499 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd October 2016 and created by BISHOP GARDENS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd October 2016 .

Given at Companies House, Cardiff on 4th October 2016

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



BISHOP GARDENS LIMITED
(the *Client*)

In favour of:

BARCLAYS BANK PLC
(the *Bank*)

LEGAL CHARGE OVER LAND
(FIRST PARTY)

LEGAL CHARGE

THIS DEED is made on 3 October 20 16

In consideration of the Bank giving or continuing to give time, credit and/or banking facilities and accommodation to the Client, the Client enters into this charge by way of legal mortgage over the Property (the *Charge*).

IT IS AGREED as follows

1. INTERPRETATION

Definitions

1.1 In this deed the following words have the following meanings:

Bank means Barclays Bank PLC (Company Number 01026167) of 1 Churchill Place, London, E14 5HP and includes its successors and assignees.

Client means Bishop Gardens Limited (Company Number 10217499) of 3 Westbourne Terrace, London, W2 3UL.

Landlord means Harley House (Marylebone)
Limited and Harley House of 3rd Floor,
Developments Limited
Sterling House, Langston Road, Loughton, Essex IG10 3TS FLW

Mortgage Conditions means the Barclays Mortgage Conditions (Wealth and Investment Management), England and Wales (Version 1).

Property means the leasehold land known as Flat 47, Harley House, Marylebone Road, London, NW1 5HG as registered at the Land Registry under Title Number NGL 789587 and car parking space 42, Harley House, Marylebone Road, London NW1 5HG and registered at the Land Registry under Title Number NGL 916763

Secured Liabilities has the same meaning as in the Mortgage Conditions.

Construction

1.2 In this Charge, except where the context otherwise requires:

- (a) references to the Bank and to the Client include references to their respective successors in title and assigns;
- (b) references to any deed, instrument, certificate, agreement or contract (including this Charge) or a provision in such a document shall be construed as a reference to that deed, instrument, certificate, agreement or contract or provision as from time to time varied, novated, amended, supplemented or replaced; and
- (c) references to any statute or other legislative provision shall include any statutory or legislative modification or re-enactment of such statute or other legislative provision, or any substitution of it.

2. COVENANT TO PAY

2.1 The Client agrees to pay to the Bank the Secured Liabilities on the Bank's written demand.

3. CHARGE

- 3.1 The Client charges to the Bank with full title guarantee as security for the payment, discharge and performance of the Secured Liabilities:
- (a) by way of legal mortgage the Property;
 - (b) by way of fixed charge all buildings and other structures on, and items fixed to, the Property;
 - (c) by way of fixed charge any goodwill relating to the Property or any business or undertaking conducted at the Property;
 - (d) by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of this deed;
 - (e) by way of assignment all rents and other sums at any time payable by any tenants or licensees of the Property to the Client together with the benefit of all its rights and remedies relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Secured Liabilities; and
 - (f) by way of fixed charge the proceeds of any claim made under any insurance policy relating to the Property.

4. REGISTRATION IN RESPECT OF REGISTERED TITLES

- 4.1 If the title to the Property is registered at the Land Registry, the Client shall promptly apply and consents to an application being made to the Chief Land Registrar to enter upon the registers of title to the Property:

- (a) the following restriction:

"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 _____ in favour of Barclays Bank plc (Company Number 01026167) of 1 Churchill Place, London, E14 5HP referred to in the charges register."

- (b) to the extent it is applicable, notice of an obligation on the part of the Bank to make further advances.

5. FIRST REGISTRATION

- 5.1 If the title to the Property is subject to first registration of title at the Land Registry, the Client shall promptly apply to the Chief Land Registrar for first registration of the Property and entries upon the registers of title in the form set out at clause 4 (*Registration in respect of Registered Titles*) above.

6. MORTGAGE CONDITIONS

- 6.1 All of the provisions of the Mortgage Conditions shall be deemed to apply to this deed as though they were set out here in full, unless otherwise varied in this deed.
- 6.2 The Client agrees that it has received a copy of the Mortgage Conditions.

7. INSURANCE

- 7.1 The maximum excess permitted on the insurance policy referred to in Condition 2.9(c) (Insurance) of the Mortgage Conditions is the amount to be notified by the Bank to the Client.

8. LESSEE UNDERTAKINGS

- 8.1 The Client undertakes as follows:

- (a) not at any time without the Bank's prior consent in writing to surrender to the Landlord (whether formally or informally) any lease under which any leasehold property both present and future charged by the Client to the Bank (the *Leasehold Property*) is held or otherwise in any way voluntarily to give up possession of the Leasehold Property to the Landlord;
- (b) to comply forthwith with any notice served on the Client by the Landlord under Section 146 of the Law of Property Act 1925 (or any statutory re-enactment thereof);
- (c) to take all reasonable steps (including (if appropriate) but not limited to making an application to the court for relief against forfeiture) to prevent the Landlord from lawfully exercising a right to peaceably to re-enter the Leasehold Property;
- (d) to inform the Bank forthwith (and in any event prior to leaving the Leasehold Property vacant) of any intention to leave the Leasehold Property vacant for a period in the case of residential property of 28 days or more and in the case of commercial property for 14 days or more;
- (e) to comply at all times with the covenants on the Client's part contained in the lease under which the Leasehold Property is held and to pay the rent and any other sums payable under the lease promptly and to provide forthwith to the Bank following receipt of a request to that effect from the Bank due evidence of the payment to the Landlord of all such sums;
- (f) forthwith on receipt of the same, to forward to the Bank copies of all notices of whatever kind or other correspondence or communications received from the Landlord relating to alleged breaches of any covenant contained in the lease; and
- (g) to advise the Bank forthwith (and thereafter to keep the Bank fully informed as to the progress) of any dispute or potential dispute between the Client and the Landlord giving details of the nature of the dispute and the facts resulting in the dispute and any other relevant information.

9. RIGHTS OF THIRD PARTIES

- 9.1 A person who is not a party to this Charge shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Charge. This does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.

10. COUNTERPARTS

- 10.1 This Charge may be executed in any number of counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Charge by e-mail attachment or telecopy shall be an effective mode of delivery. In relation to each counterpart, upon confirmation by or on behalf of a party that such

party authorises the attachment of its counterpart signature page to the final text of this Charge, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.

WARNING:

You are strongly recommended to seek independent legal advice before signing this document.

DULY DELIVERED AS A DEED by Bishop Gardens Limited on the date inserted above.

EXECUTED as a DEED and DELIVERED on the date of this deed by Bishop Gardens Limited pursuant to a resolution of the Board of Directors (a certified copy of which is attached to this deed).

Director

in the presence of
witness
Signature:
witness
name:
Address:

Director
Secretary
Date

JENI

ADGATE LLP
GREAT QUEEN STREET
LONDON WC2B 5DG
Tel: 020 3036 7000

SIGNED by
Ian Pilley
for and on behalf of
BARCLAYS BANK PLC

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