



Registration of a Charge

Company name: **WOODLARK HOMES LIMITED**

Company number: **11230407**

Received for Electronic Filing: **13/09/2018**



Details of Charge

Date of creation: **13/09/2018**

Charge code: **1123 0407 0001**

Persons entitled: **MATTHEW BARRY**

Brief description: **LAND TO THE REAR OF 91 LAKE ROAD HAMWORTHY POOLE DORSET**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **MARK PREECE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11230407

Charge code: 1123 0407 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th September 2018 and created by WOODLARK HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th September 2018 .

Given at Companies House, Cardiff on 17th September 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

We hereby certify that this
is a true copy of the original.

Lacey
Lacey Solicitors
Form AP1 or Form FR1
5 Poole Road, Bournemouth

This form should be accompanied by either Form AP1 or Form FR1

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.

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.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with 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.

| | |
|---|--|
| 1 | Title number(s) of the property: DT328658 |
| 2 | Property: Land to the rear of 91 Lake Road Hamworthy Poole Dorset |
| 3 | Date: 13th September 2018 |
| 4 | Borrower: Woodlark Homes Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 11230407 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix: |
| 5 | Lender for entry in the register: Matthew Barry <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix: |
| 6 | Lender's intended address(es) for service for entry in the register: (1) 40 Partington Close London N19 3DZ (2) 575 Tanglewood Lane Devon PA 19333-1025, and (3) matt@mattbarry.org |

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.

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

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 is to be registered without a written consent signed by the proprietor for the time being of the charge dated 13th September 2018 in favour of Matthew Barry referred to in the charges register, or, if appropriate, signed on such proprietor's behalf by his conveyancer.

9 Additional provisions

9.1 Borrower's Obligations

The Borrower shall, on demand, pay to the Lender and discharge the Borrower's Obligations (as defined below).

In this deed "Borrower's Obligations" means all present and future monies, obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, and whether or not the Lender was the original creditor in respect thereof, and including (without limitation):

9.1.1 interest at the rate charged by the Lender, calculated both before and after demand or judgement on a daily basis and compounded according to agreement, or in the absence of agreement, monthly on the days selected by the Lender;

9.1.2 any reasonable and proper expenses, fees, costs, charges and liabilities paid and incurred by the Lender whether incurred directly or indirectly in relation to the security constituted by and the obligations owed under and associated with this deed or any other agreement or deed to which the Lender and Borrower are party including all commission, legal fees, other professional fees, disbursements and VAT thereon together with interest from the date when the Lender becomes liable for them until payment by the Borrower at the interest rate applicable including but not limited to

- (a) exercising, enforcing and preserving any rights under;
- (b) administering, managing and monitoring the provisions of;
- (c) granting any release, consent, waiver or amendment in respect of; and
- (d) processing the redemption of any loan made under;

any agreement or deed to which the Lender and Borrower are party or any security granted by the Borrower to Lender from time to time;

9.2 Charge

As a continuing security for the payment and discharge of the Borrower's Obligations, the Borrower with full title guarantee charges to the Lender:-

9.2.1 by way of legal mortgage, the Property; and

9.2.2 by way of fixed charge:

9.2.2.1 all rents receivable from any lease granted in respect of the Property;

9.2.2.2 all fixtures and fittings not forming part of the Property;

9.2.2.3 the proceeds of any insurance affecting the Property;

in each case whether owned by the Borrower now or in the future.

9.3 Restrictions relating to the Property (or any part of it)

The Borrower will not, without the Lender's written consent:-

9.3.1 permit or create any mortgage, charge or lien on (or over) the Property;

9.3.2 dispose of the Property;

9.3.3 grant, or accept a surrender of, any lease or licence in respect of the Property or consent to a tenant assigning or subletting the Property;

9.3.4 part with or share possession or occupation of the Property;

9.4 Land Registry

The Borrower and the Lender apply to the Land Registry to enter a restriction in the form contained in Panel 8 of this Charge.

9.5 Property Undertakings

The Borrower will:-

9.5.1 permit the Lender at any time to inspect the Property;

9.5.2 keep all Property of an insurable nature comprehensively insured for its full reinstatement cost;

9.5.3 hold on trust for the Lender all proceeds of any insurance of the Property. At the Lender's option, the Borrower will apply the proceeds in making good the relevant loss or damage, or to reduce the Borrower's Obligations;

9.5.4 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Property;

9.5.5 keep the Property in a reasonable condition;

9.6 Possession and Exercise of Powers

- 9.6.1 The Lender does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Borrower will continue in possession of the Property until the Lender takes possession;
- 9.6.2 At any time after any of the Borrower's Obligations become due, if the Lender makes a demand, the Lender may then take possession of the Property and exercise any of its other powers;
- 9.6.3 Any purchaser or third party dealing with the Lender or receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made;
- 9.6.4 The Lender will not be liable to account to the Borrower for any money not actually received by the Lender;

9.7 Appointment of Receiver

The Lender may appoint or remove a receiver or receivers of the Property. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Borrower's agent and the Borrower (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

9.8 Powers of the Lender and of the Receivers

9.8.1 The Lender or any receiver may:

- 9.8.1.1 carry on the Borrower's business that is conducted at the Property (if any);
- 9.8.1.2 enter, take possession of, and/or generally manage the Property;
- 9.8.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property;
- 9.8.1.4 purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Lender or a receiver under this power;
- 9.8.1.5 sell, lease, grant individual leases if and when appropriate, surrender or accept surrenders of leases, charge or deal with the Property all without restriction, including disposing of any fixtures separately;
- 9.8.1.6 complete any transactions by executing any deeds or documents in the name of the Borrower;
- 9.8.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise;
- 9.9.2.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this;
- 9.8.1.9 employ advisers, consultants, managers, agents, workmen and others;

9.8.1.10 purchase or acquire materials, tools, equipment, furnishing, goods or supplies; and

9.8.1.11 do any acts which the Lender or a receiver considers to be incidental or beneficial to the exercise of their powers.

9.8.2 Joint receivers may exercise their powers jointly or separately.

9.8.3 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.

9.8.4 The Lender may exercise any of its powers even if a receiver has been appointed.

9.8.5 The receiver may dispose of any of the Borrower's assets (not charged by this deed) that are at the Property. If the receiver does this, it will pay the proceeds to the Lender, after the deduction of any fees or expenses incurred in the sale. The proceeds received by the Lender will be a debt owed by the Lender to the Borrower.

9.8.6 The Lender may set off any amount due from the Borrower against any amount owed by the Lender to the Borrower. The Lender may exercise this right, without prior notice, both before and after demand. For this purpose, the Lender may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

9.8.7 Any credit balance with the Lender will not be repayable or capable of being disposed of, charged or dealt with by the Borrower, until the Borrower's Obligations, both before and after demand, have been paid in full. The Lender allowing the Borrower to make withdrawals will not waive this restriction.

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

9.9 Preservation of other Security and Rights and Further Assurance

9.9.1 This deed is in addition to any other security for the Borrower's Obligations held by the Lender now or at anytime in the future. The Lender may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or the Lender's other rights.

9.9.2 On request, the Borrower will execute any deed or document, or take any other action required by the Lender, to perfect or enhance the Lender's security under this deed.

9.10 Power of Attorney

To give effect to this deed and to secure the exercise of any of their powers, the Borrower irrevocably appoints the Lender and separately any receiver, 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 any documents, deeds and other instruments, or take, continue or defend any proceedings.

9.11 Consents, Notices and Demands

9.11.1 All consents, notices and demands must be in writing

9.11.2 The Lender may deliver a notice or demand to the Borrower at its registered office or at the contact address last provided by the Borrower to the Lender

9.11.3 A notice or demand signed by an authorised signatory or representative of the Lender will be effective at the time of personal delivery; on the second business day after posting; or if sent by fax, at the time of sending if sent before 4.00 p.m. on a business day or otherwise on the next business day. A business day is a weekday other than a national holiday in England.

9.11.4 A notice from the Borrower to the Lender will be effective at the time of personal delivery; on the second business day after posting; or if sent by fax, at the time of sending if sent before 4.00 p.m. on a business day or otherwise on the next business day. A business day is a weekday other than a national holiday in England.

9.12 Law

9.12.1 This deed is governed by English law and the English courts have exclusive jurisdiction.

9.12.2 For the benefit of the Lender, the Borrower irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Borrower and may be enforced against the Borrower in the courts of any other jurisdiction.

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.

10 Execution

Executed as a deed by
Woodlark Homes Limited
acting by James Leslie Shutler
a director in the presence of:



Witness Signature



Witness Print Name

Witness Print Address

Witness Print Occupation

MARK PREECE
SOLICITOR
LACEYS SOLICITORS LLP
5 POOLE ROAD
BOURNEMOUTH
BH2 5QL

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.