



Registration of a Charge

Company Name: **CHRISTCHURCH DEVELOPMENTS NPT LTD**

Company Number: **11304759**



Received for filing in Electronic Format on the: **03/05/2022**

XB382JAX

Details of Charge

Date of creation: **28/04/2022**

Charge code: **1130 4759 0002**

Persons entitled: **FBSE FINANCE LIMITED**

Brief description: **LAND ON THE SOUTH WEST SIDE OF 2 WHITTIER ROAD, NOTTINGHAM NG2 4AS AND REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER NT172552.**

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: **SEDDONS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11304759

Charge code: 1130 4759 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th April 2022 and created by CHRISTCHURCH DEVELOPMENTS NPT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd May 2022 .

Given at Companies House, Cardiff on 4th May 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**

LEGAL CHARGE

THIS IS AN IMPORTANT LEGAL DOCUMENT AND YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING. IF YOU SIGN AND FBSE FINANCE LIMITED IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED. ONLY SIGN IF YOU INTEND TO BE LEGALLY BOUND.

This Legal Charge dated as stated in Part 1 of the Schedule hereto is made between the parties stated in Part 2 of the Schedule and incorporates the Schedule overleaf and the clauses set out below.

1. The Mortgagor with full title guarantee charges by way of legal mortgage and otherwise by way of fixed charge the following assets (in this Legal Charge called "the Charged Assets"):-
 - a) the Property as stated in Part 3 of the Schedule (or its proceeds of sale);
 - b) all fixtures and fittings from time to time attaching to the Property;
 - c) the proceeds of any insurance in respect of the Property;
 - d) all rents receivable in respect of any lease or licence granted out of the Property; and
 - e) if the Mortgagor is not an individual, the goodwill of any business carried on at the Property together with all plant, machinery, equipment and other chattels at the Property (not regularly disposed in the ordinary course of business)

for the payment of all monies and liabilities (whatsoever and howsoever incurred) due now or at any future time from the Mortgagor to FBSE.

2. The Mortgagor agrees:-
 - a) to pay to FBSE on demand all monies and liabilities secured by this Legal Charge with interest at the rate specified under any agreement with the Mortgagor and FBSE (which interest shall be calculated both before and after judgment on a daily basis and (in the absence of any agreement to the contrary) compounded in such manner as FBSE may select);
 - b) to keep the Property insured against all risks for its full reinstatement value and if required to produce the policy or policies and receipt for premiums and to apply all monies received by the Mortgagor in making good the loss or damage in respect of which they are paid or in or towards repayment of the amount secured by this Legal Charge whichever FBSE requires;
 - c) to protect put and keep the Property in good repair and not to do anything which will devalue it;
 - d) to observe and perform the covenants, provisions and stipulations affecting the Charged Assets (including those contained in any lease under which the Property is held);
 - e) to comply with all covenants, conditions, restrictions, provisions and regulations affecting the Charged Assets including those arising at law;
 - f) not without the prior written consent of FBSE to make any alteration to the Property which would require planning permission or regulatory approval;
 - g) not without the prior written consent of FBSE to lease or agree to lease, sub-let, accept the surrender or grant or agree to grant or permit any assignment of a tenancy or licence and any other right or interest in respect of the whole or any part of the Property or the other Charged Assets or otherwise part with or share possession or occupation of any part of the Property or the other Charged Assets; and
 - h) not without the prior written consent of FBSE to create or permit to arise any mortgage or charge or lien over any of the Charged Assets.
3. FBSE shall be entitled to enter the Property to inspect it for the purpose of ensuring compliance with the Mortgagor's covenants in clause 2. If the Mortgagor fails to do or to refrain from doing anything

which he is required to do or not to do by this Legal Charge FBSE may at its discretion remedy the failure which shall include executing any repairs, works, matters or things as are in FBSE's opinion necessary or proper (without becoming liable as mortgagee in possession) and effecting any insurance and/or to claim on behalf of the Mortgagor and giving a good and valid receipt to insurers for any monies payable under any such insurance. All legal and other costs and charges (on a full indemnity basis) incurred by FBSE in remedying any such failure by the Mortgagor or in protecting, enforcing or defending this Legal Charge shall be repayable by the Mortgagor on demand, with interest from the date when such costs or charges were incurred until repayment at the rate from time to time applicable under any agreement with the Mortgagor and FBSE. FBSE may at its discretion on giving notice to the Mortgagor instead of demanding repayment add all or part of the costs and charges in question to the balance of any loan outstanding under any agreement with FBSE (in such manner as FBSE shall think fit).

4. The Mortgagor applies for a restriction to be entered on the register of any registered land that no disposition of the registered estate by the proprietor of the registered estate or by the proprietor(s) of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor of the time being of the Charge dated the day of in favour of FBSE Finance Limited referred to in the Charges Register.
5. The statutory power of sale shall apply to this Legal Charge but without the restrictions contained in Section 103 of The Law of Property Act 1925 and shall become exercisable upon demand for payment being made under this Legal Charge or any agreement which it secures.
6. FBSE may appoint by writing any person or persons to be a receiver of all or any part of the Charged Assets at any time after it becomes entitled to exercise the power of sale under clause 5. FBSE may fix the receiver's remuneration at any reasonable rate, and may remove the receiver at any time and appoint another in his place. The receiver will be the agent of the Mortgagor and the Mortgagor will be responsible for his remuneration. The receiver will have the following powers (in addition to those given to receivers by the Law of Property Act 1925):-
 - (a) to take possession of the Property and the other Charged Assets and generally deal with, sell or otherwise dispose of the Charged Assets;
 - (b) to manage the Charged Assets (including entering into any agreement on the Mortgagor's behalf, employing personnel and acquiring materials, equipment or supplies);
 - (c) to purchase or acquire any property or land or any interest in land;
 - (d) to lease any of the Charged Assets on such terms and conditions and for such consideration as he may in his absolute discretion think fit;
 - (e) to allow anyone who holds a lease of the Property to surrender the lease on any terms as he may in his absolute discretion think fit;
 - (f) to insure the Charged Assets on such terms and for such sums as he shall in his absolute discretion think fit;
 - (g) to borrow any money and secure the payment of any money;
 - (h) to complete any unfinished buildings, works or refurbishment on the Property;
 - (i) if the Property is held under a lease:
 - (i) to agree any variation extension or renewal of the lease; or
 - (ii) to exercise any right which the Mortgagor has to renew, vary or extend the lease or to acquire the freehold or an interest in it;
 - (j) to take, continue or defend any proceedings and enter into any arrangement or compromise; and
 - (k) to do any other acts which any receiver appointed hereunder may consider to be incidental or conducive to any of his powers or to the realisation of any of the Charged Assets.

FBSE may exclude or limit any of the powers in this clause at any time when it appoints a receiver or later.

7. A receiver will use any money he receives from exercising his powers:
 - (a) firstly to meet the costs connected with his appointment and with the exercise of his powers;

- (b) secondly to pay his remuneration;
 - (c) thirdly to reduce or pay off monies due from the Mortgagor to FBSE; and
 - (d) any balance shall be paid to the person or persons entitled to it.
8. The Mortgagor irrevocably appoints FBSE and any receiver appointed by FBSE jointly and severally to be his attorney and to do the following things in his name and on his behalf:-
- (a) to execute any deed or document which is needed to make good any defect in the Mortgagor's title to any of the Charged Assets or in FBSE's title to this Legal Charge;
 - (b) to execute any deed or document which is needed to pass a good title to a purchaser or lessee of any of the Charged Assets;
 - (c) to transfer to a purchaser any shares or other membership rights which the Mortgagor holds in a management company or residents society by virtue of owning the Property;
 - (d) to receive any money payable to the Mortgagor in connection with any of the Charged Assets or any insurance of any of them;
 - (e) to do anything which FBSE or the receiver needs to do to exercise its rights under this Legal Charge.
- The power of attorney hereby granted is irrevocable while this Legal Charge remains in force, and the Mortgagor will confirm or ratify anything done by FBSE or by a receiver while acting under such power of attorney.
9. Where there are two or more persons named as "the Mortgagor" the obligations of those persons are joint and several and this Legal Charge shall attach to each of the Charged Assets itself and to any interest whether legal or equitable of each Mortgagor severally in the Charged Assets or any part thereof.
10. Where the Mortgagor's interest in the Property is either jointly with some other person or persons or is less than the whole legal and equitable title or is in respect of less than the whole of the Property then in every such case this Legal Charge shall take effect as a charge upon such interest (whether legal or equitable or partly one and partly the other) as he has in the Property or part thereof.
11. If and in so far as the interest of the Mortgagor or, if more than one person, of any such person is an equitable and not a legal interest this Legal Charge shall take effect as an equitable charge upon that interest (but without prejudice to the validity of the Legal Charge upon any legal interest).
12. After taking possession of any of the Charged Assets FBSE may as agent for the Mortgagor and at the Mortgagor's expense remove, store, sell or otherwise deal with any goods which are not removed on request, without liability for loss or damage.
13. Section 93 of The Law of Property Act 1925 does not apply to this Legal Charge.
14. Without prejudice to any rights of FBSE whether at common law by statute or otherwise FBSE may at its absolute discretion assign or transfer all or any of its rights and benefits in this Legal Charge together with all or any of its rights or obligations under any agreement between FBSE and the Mortgagor and the Mortgagor agrees to be bound to any such assignee or transferee in like manner and to like extent as they are bound to FBSE under this Legal Charge.
15. FBSE may appropriate all payments received in respect of the Mortgagor's obligations secured hereunder in reduction of such obligations as FBSE shall in its absolute discretion decide.
16. This Legal Charge shall not merge with or prejudice any other security interest held by FBSE or any contractual or other legal rights of FBSE.
17. The Mortgagor shall at his own cost execute any deed or document and take any action as FBSE shall require for the purposes of perfecting the security created by this Legal Charge.

18. Any notice made hereunder may be made by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to FBSE and if made by post shall be deemed served on the day after posting and if made by fax shall be made at the time of sending.

19. Each of the provisions of this Legal Charge shall be several and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.

~~20.12.~~ This Legal Charge shall be governed by and construed in accordance with English law.

PART 1 **DATE OF LEGAL CHARGE** 28 APRIL 2022

PART 2 **NAME AND POSTAL ADDRESS OF THE PARTIES** Christchurch Developments NPT Ltd (Company Number 11304759) whose registered office is at 51 Old Hill Crescent, Christchurch, Newport, United Kingdom, NP18 1JL

(in this Legal Charge called "the Mortgagor")
and
FBSE Finance Limited whose registered office is situated at Kinetic Business Centre Theobald Street Borehamwood Herts WD6 4PJ, Reg. No. 6853189 (in this Legal Charge called "FBSE")

PART 3 **PROPERTY** Land on the South West side of 2 Whittier Road, Nottingham NG2 4AS and registered at HM Land Registry with title number NT172552

CHARGED (in this Legal Charge called "the Property")

PART 4 **DETAILS OF PRIOR CHARGE** None

IN WITNESS whereof the Mortgagor has executed this Legal Charge as a deed on the day and year first above written.

(For execution by an individual or individuals)

EXECUTED AS A DEED by the
Mortgagor in the presence of:

.....
(signature)

Witness Name
Please complete in Block Capitals

Signature

Address

Occupation

Please do not witness the mortgagor's signatures unless you are sure that their details are correct and they have signed the Legal Charge in your presence. Failure to do so may render you liable to criminal penalties.

EXECUTED AS A DEED by the
Mortgagor in the presence of:

.....
(signature)

Witness Name
Please complete in Block Capitals

Signature


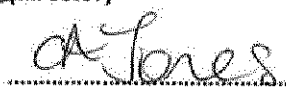
Address

Occupation

Please do not witness the mortgagor's signatures unless you are sure that their details are correct and they have signed the Legal Charge in your presence. Failure to do so may render you liable to criminal penalties.

(For execution by a company / limited liability partnership)

EXECUTED AS A DEED by
Mortgagor acting by [a Director and its Secretary]
[two Directors]


.....
(director)

.....
(director / ~~secretary~~)

OR

EXECUTED AS A DEED by
Mortgagor acting by a Director:

.....
(director)

Witness Name
Please complete in Block Capitals

Signature

Address

Occupation

Please do not witness the mortgagor's signatures unless you are sure that their details are correct and they have signed the Legal Charge in your presence. Failure to do so may render you liable to criminal penalties.