

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge



Companies House



Go online to file this information
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A fee is be payable with t
Please see 'How to pay' on t

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COMPANIES HOUSE

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument. Use form MR08.

refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1

Company details

Company number 11529447

Company name in full Brookdale Bells Hill Limited

2

For official use

→ Filling in this form

Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2

Charge creation date

Charge creation date d 1 d 0 m 0 m 9 y 2 y 0 y 1 y 9

3

Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name Devinderpal Singh Gabhari

Name

Name

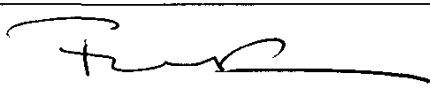
Name

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

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Particulars of a charge

4	Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument". Please limit the description to the available space.
Brief description	Brookdale Bells Hill Stoke Poges SL2 4ED		
5	Other charge or fixed security		
Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
6	Floating charge		
Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes			
7	Negative Pledge		
Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
8	Trustee statement ^①		
You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>		① This statement may be filed after the registration of the charge (use form MR06).	
9	Signature		
Signature	Please sign the form here. Signature 		
This form must be signed by a person with an interest in the charge.			

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Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name Patricia Davies

Company name Portcullis Property Lawyers

Address Suite 11

5-6 High Street

Post town Windsor

County/Region Berkshire

Postcode S L 4 1 L D

Country England

DX 3808 Windsor

Telephone 01753621609



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11529447

Charge code: 1152 9447 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th September 2019 and created by BROOKDALE BELLS HILL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th September 2019.

10x

Given at Companies House, Cardiff on 24th September 2019



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

WE CERTIFY THIS TO BE A TRUE
AND COMPLETE COPY OF THE
ORIGINAL

PORTCULLIS PROPERTY LAWYERS

11/2/19

This Second Charge is made the 16th day of September 2019

BETWEEN

1. **Brookdale Bells Hill Limited** (co. regn. No.11529447) of Suite 3 Second Floor 760 Eastern Avenue Newbury Park Ilford IG2 7HU (" the Mortgagor")
2. **Devinderpal Singh Gabhari** of 34 Abbotsford Gardens Woodford Green Essex IG8 9HW ("The Lender")
3. **Sean Peter Chandiram** of Dair Cottage Beaconsfield Road Farnham Common SL2 3BY (the Borrower)

BACKGROUND

- (A) The Lender has agreed to provide the Borrower with the Loan on a secured basis
- (B) The Mortgagor owns the Property and has agreed to grant to the Lender a second charge on the Property.
- (C) The Property is subject to the First Charge in favour of The First Lender who has agreed to this second charge
- (D) This deed provides security by way of a second charge to the Lender, which the Borrower has agreed to ensure is provided to the Lender for the Loan

Agreed terms

1. Definitions and interpretation

Costs: means all costs charges expense and liability on a full and unlimited indemnity basis incurred by the Lender (including without limitation all legal and other professional cost charges expenses) in and incidental to an in contemplation of:

- (a) The protection preservation realisation and enforcement of this security
- (b) The obligations owed to the Borrower under this Deed
- (c) The collection or recovery of any money owing under this Deed

The taking of legal proceedings in respect of any of the above

First Charge : the Legal Charge dated 11 January 2019 made between the Mortgagor(1) Gillagio Holdings Limited (2) and the Mortgagor(3).

The First Lender: Gillagio Holdings Limited

The Loan: the loan of £100,000

The Property: Brookdale Bells Hill Stoke Poges SL2 4ED registered at H M Land Registry with Title Absolute under Title Numbers BM67399 and BM65667

Repayment Date: 10 January 2020

The Secured Amount: means the Loan and Interest together with the costs (If any)

2. Legal Charge

The Mortgagor charges by way of legal mortgage and with full title guarantee the Property as a continuing security to the Lender for the payment or discharge by the Borrower of the Secured Loan

3. Mortgagor's covenants

The Mortgagor covenants with the Lender ;

- (a) to observe and perform the covenants set out in the First Charge to the First Lender and
- (b) to observe and perform the covenants contained in the First Charge on the part of the Mortgagor as if the same were set out in full in this deed and applied between the Mortgagor and to the Lender herein with reference to the loan being the Loan referred to in this deed

4. Incorporated clauses

Clauses 9.3 to 12.5 inclusive of the First Charge shall apply and be incorporated in this deed as if set out in full with reference to the Borrower being to the Mortgagor and the Lender being to the Lender herein and reference to " monies secured by this deed" being reference to the Loan secured by this deed and reference to the Charge shall be to this Charge

5. Dispositions

- 5.1 The Mortgagor and the lender apply to the registrar to enter the following restriction and note on the registers of the Property:
- 5.2 "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 the 10/01/19 in favour of Devinderpal Singh Gabhari referred to in the charges register"

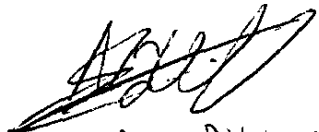
6. Consent and Priority

6.1 The First Lender consents to this second charge


6.2 The parties confirm that the First Charge will take priority to this Second Charge and shall rank in priority to this second charge until the First Charge is redeemed in full

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by
Brookdale Bells Hill Limited
acting by a director in the
presence of:



N. DILLON
Director



Patricia M Davies
Solicitor
Dukes House
5/6 High Street
Windsor SL4 1LD

Executed as a deed by
Devinderpal Singh Gabhari
in the presence of;

Executed as a deed by
Sean Peter Chandiram
in the presence of:



Patricia M Davies
Solicitor
Dukes House
5/6 High Street
Windsor SL4 1LD