



Registration of a Charge

Company name: **BROOKDALE BELLS HILL LIMITED**

Company number: **11529447**



X7X7IXQW

Received for Electronic Filing: **15/01/2019**

Details of Charge

Date of creation: **11/01/2019**

Charge code: **1152 9447 0001**

Persons entitled: **GILLAGIO HOLDINGS LIMITED**

Brief description: **BROOKDALE BELLS HILL STOKE POGES SL2 4ED**

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: **SOPHIE POLLARD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11529447

Charge code: 1152 9447 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th January 2019 and created by BROOKDALE BELLS HILL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th January 2019 .

Given at Companies House, Cardiff on 17th January 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

Land Registry

Legal charge of a registered estate

CH1

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 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives.

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.

1	Title number(s) of the property: BM 65667 and BM67399
2	Property: Brookdale Bells Hill Stoke Poges SL2 4ED
3	Date: 11th January, 2019.
4	<p>Borrower: Brookdale Bells Hill Limited (co regn. NO11529447) of Suite 3 Second Floor 760 Eastern Avenue Newbury Park Ilford IG2 7HU (the 'Borrower')</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 10060648 11529447</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Lender for entry in the register:</p> <p>Gillagio Holdings Limited</p> <p>('the Lender')</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 11669202</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>

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.

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.

6 Lender's intended address(es) for service for entry in the register:
Unit 11 Blackthorne Point, Blackthorne Crescent Colnbrook SL3 0QR

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 is to be registered without a written consent signed by the proprietor for the time being of the charge dated *11th January* 2019 in favour of Gillagio Holdings Limited referred to in the charges register or its conveyancer"

9 Additional provisions

9.1 DEFINITIONS

In this Legal Charge

9.1.1 "**the Loan**" means the payment of the sum referred to in the Facility Agreement

9.1.2 "**the Facility Agreement**" means the deed dated the *11th* day of *January* 2019 made between the parties hereto under which the Borrower agreed to grant a first legal charge on the Property as security for the Loan

9.1.3 "**Costs**" means all costs, charges, expenses and liability on a full and unlimited indemnity basis incurred by the Lender (including without limitation all legal and other professional costs, charges and expenses) in and incidental to and 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

9.1.3 "**Interest**": means £120,000 up to the Repayment Date and thereafter 15% per annum

9.1.4 **"Repayment Date"** means 12 months from the date hereof or earlier as requested by the Borrower

9.1.5 **"the Secured Amount"** means the Loan and Interest together with the Costs (if any)

9.2 Charge

9.2.1 The Borrower with full title guarantee charges the Property by way of a first legal mortgage as security for the payment and discharge of the Secured Amount.

9.2.2 When the Borrower has paid the Secured Amount the Lender will at the request of the Borrower duly discharge this security

9.3 Borrower's covenants

The Borrower covenants with the Lender:

9.3.1 Payments

To pay and discharge the Loan and Interest on or before the Repayment Date and in the event the same is not paid to pay to the Lender the Secured Amount

9.3.2 Leases

Not to exercise any of the powers conferred on the Borrower by Section 99 of the 1925 Act or otherwise create any tenancy or lease or part with or share the possession or occupation of or confer upon any person a contractual licence, right or interest to occupy the whole or any part of the Property.

9.3.3 Incumbrances

Not to create nor permit any incumbrance or further mortgage or charge upon the Property without the previous written consent of the Lender.

9.3.4 Repair

To keep all buildings on the Property wind and water tight and in the event of a breach of this obligation:

9.3.4.1 to permit the Lender and its representatives to enter upon the Property at any time and execute such remedial works as the Lender considers to be necessary and proper without the Lender thereby becoming liable as mortgagee in possession;

9.3.4.2 on demand to repay to the Lender all costs and expenses incurred by the Lender in undertaking such remedial works together with Interest from the date when the Lender incurred the same until repayment by the Lender.

9.3.5 Insurance

9.3.5.1 To insure or procure that the Property is insured to its full reinstatement value from time to time (including any professional fees which may be incurred in or about repair, rebuilding or reinstatement) against loss or damage by such risks as are covered under a comprehensive insurance policy for buildings of a similar nature in the joint names of the Borrower and the Lender and to pay the premiums as and when they become due and when requested to do so deliver to the Lender a copy of the policy of insurance and the receipt for each premium.

9.3.5.2 If the Borrower fails to perform any of its obligations under this sub-clause the Lender may affect such insurance on the

Property as the Lender considers appropriate and the Borrower will on demand repay to the Lender all payments made by it for that purpose from the date when the Lender incurred the same until repayment by the Lender.

- 9.3.5.3 Any money received under any policy of insurance effected or maintained by the Borrower will at the option of the Lender be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the Secured Amounts and if received by the Borrower will be held on trust for the Lender for this purpose

9.3.6 Statutory requirements

To comply with any Act of Parliament or any regulation or byelaw of any competent authority or government department or any other body exercising powers under statute or by Royal Charter for the time being in force applicable to the Property.

9.4 Default

- 9.4.1 Section 103 of the 1925 Act does not apply to this Deed and the statutory powers of sale and appointing a receiver under Sections 101 and 109 of the 1925 Act (as varied and extended under this Deed) will arise on the execution of this Deed.

- 9.4.2 The Secured Amounts will become immediately payable upon any default under the terms of this agreement and at any time thereafter the Lender may in addition to any other remedies available to him:

- 9.4.2.1 exercise all the statutory powers conferred on mortgagees by the 1925 Act free from the restriction imposed by Section 103 of the 1925 Act; and

- 9.4.2.2 appoint a Receiver (subject to the requirements of general law) to be receiver and manager of all or any part of the Property and for the Receiver to exercise the powers set out in clause 9.7.

- 9.4.3 If the Lender takes possession of the Property or causes a Receiver to be appointed in exercise of such statutory powers the Lender or such Receiver (in addition to his statutory powers) may eject from the Property the Borrower or other persons at or in possession of the Property.

- 9.4.4 If the Lender enforces the security constituted by this Deed at a time when no amount in respect of the Secured Amounts is due and payable, or when the Secured Amounts are not ascertained, the Lender (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest-bearing account at a clearing bank. The Lender may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for application as follows:

- 9.4.4.1 paying all Costs incurred and payments made by the Lender (or the Receiver) in the course of such enforcement

- 9.4.4.2 paying remuneration to the Receiver as and when the same becomes due and payable; and

- 9.4.4.3 paying the Secured Amounts as and when the same become due and payable.

9.5 Receiver

- 9.5.1 At any time after this security becomes enforceable, the

Lender may by writing, appoint any person or persons to be a Receiver of all or any part of the Property.

- 9.5.2 The Lender may at any time and from time to time in like manner remove any Receiver so appointed and appoint another in his place or appoint an additional person as Receiver.
- 9.5.3 The Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any Receiver so appointed.
- 9.5.4 None of the restrictions imposed by the 1925 Act in relation to the appointment of Receivers or as to the giving of notice or otherwise will apply.
- 9.5.5 Where more than one Receiver is appointed they will have the power to act severally.
- 9.5.6 Any Receiver so appointed will be the agent of the Borrower for all purposes and the Borrower will be solely responsible for his acts or defaults and for his remuneration.
- 9.5.7 Any Receiver so appointed will have all the powers conferred on mortgagees or receivers by the 1925 Act (but without the restrictions contained in Section 103 of that Act) except to the extent to which those powers are expressly or impliedly excluded by the terms of this Deed. In the event of ambiguity or conflict the terms of this Deed will prevail.
- 9.5.8 Any Receiver so appointed will have power, to such extent and upon such terms as he may in his absolute discretion think fit and notwithstanding any Event of Insolvency or death in relation to the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such Receiver will have the power:
 - 9.5.8.1 to take possession of, collect and get in all or any part of the Property and for that purpose to bring any proceedings in the name of the Borrower or otherwise;
 - 9.5.8.2 to manage or carry on or concur in carrying on any business of the Borrower
 - 9.5.8.3 to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property
 - 9.5.8.4 to sell (whether by public auction or private contract or otherwise), or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise
 - 9.5.8.5 to seize and sever all or any fixtures at or in the Property and sell the same separately from the Property
 - 9.5.8.6 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the Property or in any way relating to this security;
 - 9.5.8.7 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever in connection with the Property;

9.5.8.8 to disclaim, abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security;

9.5.8.9 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or re-construct or replace all or any part of the Property and to apply for and obtain any appropriate permissions, approvals, consents or licences;

9.5.8.10 to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the protection, preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers.

9.5.9 All money received by any Receiver must be applied by him:

9.5.9.1 in payment of the costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts)

9.5.9.2 in payment to the Receiver of such remuneration as may be agreed between him and the Lender at, or at any time and from time to time after, his appointment;

9.5.9.3 in or towards satisfaction of the Secured Amounts

and the surplus (if any) must be paid to the Borrower or other persons entitled to it.

10 Protection of third parties

No person dealing with the Lender or any Receiver appointed by him is to be concerned, bound or entitled to enquire or be affected by notice as to any of the following matters:

10.3 whether this security has become enforceable;

10.4 whether any power exercised or purported to be exercised under this Deed has arisen or become exercisable

10.5 the propriety, regularity or purpose of the exercise or purported exercise of any such power;

10.6 whether any money remains due under the security; or

10.7 the necessity or expediency of the stipulations and conditions subject to which any disposition is made

and the receipt of the Lender or any Receiver for any money will effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

11 VAT

All sums payable under this Deed are exclusive of VAT. Accordingly the Borrower will in addition pay any VAT chargeable or payable in respect of the Secured Amounts or otherwise pursuant to this Deed.

12 Miscellaneous

12.3 Section 93 of the 1925 Act (restricting the right of consolidation) does not apply to this Deed.

12.4 The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or

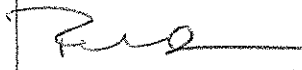
any right or remedy of the Lender under this mortgage grant to the Borrower, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person.

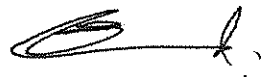
12.5 Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions will not be affected or impaired. This deed has today been executed by the parties.

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.

Execution

**Signed as a deed by the Borrower
acting by a director in the presence of**


PATRICIA MARY DAVIES
5/6 High Street
Windsor
Surrey


SAM CHANDRA
DIRECTOR

**Signed as a deed by the Lender
acting by a director in the presence of**

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.

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