



Registration of a Charge

Company name: **SALKELD HOMES LTD**

Company number: **11902506**



X8H5H0RL

Received for Electronic Filing: **30/10/2019**

Details of Charge

Date of creation: **25/10/2019**

Charge code: **1190 2506 0001**

Persons entitled: **BRATOFT LIMITED**

Brief description: **ALL THAT LAND AT LITTLE SALKELD, PENRITH, CUMBRIA CONTAINED IN A TRANSFER DATED 25 OCTOBER 2019 AND MADE BETWEEN (1) CARLISLE DIOCESAN BOARD OF FINANCE LIMITED AND (2) SALKELD HOMES LTD**

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 RYMARZ**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11902506

Charge code: 1190 2506 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th October 2019 and created by SALKELD HOMES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th October 2019 .

Given at Companies House, Cardiff on 31st October 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 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:
2	Property: All that land at Little Salkeld, Penrith, Cumbria contained in a Transfer dated <u>25 October</u> 2019 and made between (1) Carlisle Diocesan Board of Finance Limited and (2) Salkeld Homes Ltd
3	Date: <u>25 October 2019</u>
4	Borrower: SALKELD HOMES LTD <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 11902506 <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: BRATOFT LIMITED <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: Isle of Man (b) Registered number in the United Kingdom including any prefix:
6	Lender's intended address(es) for service for entry in the register: 8 St George's Street Douglas Isle of Man IM1 1AH

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 <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee
8	<input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register <input checked="" type="checkbox"/> 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, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated <u>25 October 2019</u> in favour of Bratof Limited referred to in the charges register or its conveyancer.
9	<p>Additional provisions</p> <p>9.1 The following definitions apply to this Legal Charge:</p> <p>Event of Default: the matters contained in Clause 5 of the Loan Agreement.</p> <p>Loan Agreement: the Agreement dated <u>25 October 2019</u> 2019 and made between the Lender and the Borrower.</p> <p>Secured Liabilities: all present and future monies, obligations and liabilities owed by the Loan Borrowers to the Lender under or in connection with the Loan Agreement together with all interest accruing in respect of such monies or liabilities.</p> <p>Security: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.</p> <p>9.2 The Borrower charges the Property (together with all fixtures and fittings now or in the future affixed to the Property) as a continuing security for the payment to the Lender of all Secured Liabilities</p> <p>9.3 The security constituted by this Legal Charge shall be immediately enforceable if an Event of Default occurs.</p> <p>9.4 After the security constituted by this Legal Charge has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the time, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Property.</p> <p>9.5 The Borrower may not assign any of their rights, or transfer any of its obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.</p> <p>NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS</p> <p>9.6 The Borrower shall not at any time, except with the prior</p>

written consent of the Lender:

(a) create, purport to create or permit to subsist any Security on, or in relation to the Property other than the Security created by this deed;

(b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Property; or

(c) create or grant (or purport to create or grant) any interest in the Property in favour of a third party.

ENFORCEMENT POWERS

9.7 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.

9.8 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under Clause 9.3.

9.9 Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

10. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Charge or its subject matter or formation.

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
for and on behalf of
SALKELD HOMES LTD
acting by a Director
in the presence of:

Witness Signature
Witness Name
Witness Address
Witness Occupation

cl5
CJD
M. Wilson
Michael Wilson
Sundown house Plumptre Lane
Preston PR4 3PJ
Bricklayer

Executed as a deed by **BRATOFT LIMITED** a company incorporated in the Isle of Man acting by John Jefferson who, in accordance with the laws of that territory, is acting under the authority of the company.

Signature in the name of the company

Signature of

John Jefferson

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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