



Registration of a Charge

Company Name: **XIRTAM PRIVATE FINANCE LIMITED**

Company Number: **11921120**



XB FAGXKH

Received for filing in Electronic Format on the: **24/10/2022**

Details of Charge

Date of creation: **19/10/2022**

Charge code: **1192 1120 0001**

Persons entitled: **APPLETON UTILITY CONSULTANCY LTD**

Brief description:

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **STUART SCOTT-GOLDSTONE, AARON & PARTNERS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11921120

Charge code: 1192 1120 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th October 2022 and created by XIRTAM PRIVATE FINANCE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th October 2022 .

Given at Companies House, Cardiff on 27th October 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**

Xirtam Private Finance Limited

LEGAL SUB-CHARGE

HM LAND REGISTRY
LAND REGISTRATION ACT 2002

Administrative area: KINGS LYNN and WEST NORFOLK
Title number(s): NK104104
Property: KIA ORA, MAIN ROAD, BRANCASTER STAITHE,
KINGS LYNN, PE31 8BP

THIS SUB-CHARGE is made on 19 October 2022 BETWEEN

- (1) XIRTAM PRIVATE FINANCE LIMITED, company number 11921120, whose registered office is at 22-26 King Street, Kings Lynn, Norfolk PE30 1HJ (“the Sub-Chargor”); and
- (2) APPLETON UTILITY CONSULTANCY LTD company number 06793185 of 5200 Cinnebar Court Daresbury Park Daresbury WA4 4GE (“the Sub-Chargee”)

NOW THIS DEED witnesses:

1 Definitions and interpretation

1.1 Definitions

For all purposes of this Deed the terms defined in this clause 1 have the meanings specified.

- 1.1.1 “Borrower” means AVOCET HOMES (NORFOLK) LIMITED , the registered proprietor of the Property;
- 1.1.2 “Charge” means a charge dated 12 September 2022 and registered on 17 September 2022 made between (1) the Borrower and (2) the Sub-Chargor of which the Sub-Chargor is proprietor.
- 1.1.3 “Charge Debt” means the sums owing from time to time by the Borrower to the Sub-Chargor pursuant to the Loan;
- 1.1.4 “Loan” means the loan agreement between the Sub-Chargor and the Borrower, the terms of which are set out in a facility letter dated 20 July 2020
- 1.1.5 “Property” means the property known as Kia Ora Main Road Brancaster Staithe King’s Lynn PE31 8BP which is registered at HM Land Registry with title number NK104104
- 1.1.6 “Secured Liabilities” means all present and future monies, obligations and liabilities owed by the Sub-Chargor to the Sub-Chargee in respect of the Sub-Loan and Sub-Advance, whether actual or contingent, together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities.
- 1.1.7 “Sub-Loan” means the loan agreement between the Sub-Chargor and the Sub-Chargee dated 19 October 2022 whereby the Sub-Chargee advanced monies to the Sub-Chargor.
- 1.1.8 “Sub-Advance” means the sums owing from time to time by the Sub-Chargor to the Sub-Chargee pursuant to the terms of the Sub-Loan.

1.2 Interpretation

- 1.2.1 Unless the context otherwise requires:
- 1.2.1.1 the singular includes the plural and vice versa;
- 1.2.1.2 references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa; and

- 1.2.1.3 references in the masculine gender include references in the feminine or neuter genders and vice versa.
- 1.2.2 The clause headings do not form part of this document and are not to be taken into account in its construction or interpretation.
- 1.2.3 Unless the context otherwise requires the expressions the Sub-Chargor and the Sub-Chargee include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where any party comprises two or more persons include any one or more of those persons.
- 1.2.4 Where any party to this Deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.
- 1.2.5 Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered.

2 Background

2.1 The Charge

By the Charge the Property was charged by way of legal mortgage to secure repayment by the Borrower to the Sub-Chargor of the Charge Debt.

2.2 Indebtedness

The Charge Debt remains due and owing to the Sub-Chargor on the security of the Charge.

2.3 Agreement for sub-charge

The Sub-Chargee has advanced sums to the Sub-Chargor on condition that the Sub-Advance is secured in the manner set out in this Deed by way of a sub-charge.

3 Charge

The Sub-Chargor shall, on demand, pay to the Sub-Chargee and discharge the Secured Liabilities when they become due and as a continuing security for the payment and discharge of the Secured Liabilities, the Sub-Chargor with full title guarantee hereby charges by way of first fixed legal charge the indebtedness secured by the Charge.

4 Sub-Chargee's liability

The Sub-Chargee shall be under no obligation to take any steps to call in or to enforce any security for payment of the money secured by the Charge or any part of it and shall not be liable for any loss arising from any omission on his part to take any such steps.

5 Indulgence and waiver

The Sub-Chargee may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or the security created by the Charge or any right or remedy of the Sub-Chargee under this Deed or the Charge grant to the Sub-Chargor, or to any other person, 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 Sub-Chargor or any other person.

6 Restriction on remedies

6.1 The Sub-Chargee shall have no remedies in its capacity as sub-chargee against the Borrower or against the Property, whether arising by virtue of Part III of the Law of Property Act 1925 or otherwise, unless and until the Sub-Chargor is in default of the terms of the Sub-Loan.

6.2 The Sub-Chargee shall have no right to possession of the Property unless and until the Sub-Chargor is in default of the terms of the Sub-Loan.

7 Demands and notices

7.1 Form and mode of deemed service

A demand or notice by the Sub-Chargee under this Deed must be in writing and shall be deemed to have been properly served on the Sub-Chargor if served personally on:

7.1.1 the Sub-Chargor if an individual or

7.1.2 any one of the directors or the secretary of the Sub-Chargor if a limited company or

7.1.3 any member of the Sub-Chargor if a limited liability partnership
or by first class letter post or fax addressed to the Sub-Chargor at or by delivery to his usual or last known place of abode or business or as appropriate its registered office or at any of its principal places of business.

7.2 Method of service

Service shall be deemed to be effected notwithstanding the death or as appropriate dissolution of the Sub-Chargor:

- 7.2.1 at 10:00 hours on the second business day (being a day when the United Kingdom clearing banks are open for business in the City Of London) immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery;
- 7.2.2 when dispatched if given by fax; and
- 7.2.3 when left at the property concerned if delivered.

7.3 Other methods of service

- 7.3.1 The methods of service described in clause 7.1 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196.
- 7.3.2 If the expression the Sub-Chargor includes more than one person, service on any one person shall be deemed to constitute service upon all such persons.

8 Validity and severability

8.1 Enforceability

Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of those provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

8.2 Lack of capacity

If this Deed is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack

of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the deed.

9 Exclusion of third party rights

Nothing in this Deed is intended to confer any benefit on any person who is not a party to it.

10 Governing law and jurisdiction

10.1 Construction

This Deed shall be governed by and construed in accordance with English law.

10.2 Jurisdiction of English courts

It is irrevocably agreed that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that accordingly any suit, action or proceeding arising out of or in connection with this Deed may be brought in those courts.

EXECUTED AS A DEED by

XIRTAM PRIVATE FINANCE LIMITED

By CHRISTOPHER MANN (Director)

In the presence of :

Witness Signature:

Name:.....JOSHUA JAMES EVANS.

Address:15 THE OAKS, ASHILL, THETFORD, IP25 7AN

Occupation: ...CARPENTER.....

EXECUTED AS A DEED by

APPLETON UTILITY CONSULTANCY LTD

By NIGEL APPLETON (Director)

Witness Signature:

Name:..JOHN CHRIS PHOL JONES.....

Address: 14B BROOMS LANE KESWICK TARPORLEY CW60 0N

Occupation: DIRECTOR.....