



**Registration of a Charge**

Company name: **WENNINGTON HOMES LIMITED**

Company number: **12147082**



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Received for Electronic Filing: **13/11/2019**

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**Details of Charge**

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

Charge code: **1214 7082 0001**

Persons entitled: **ROBERT EMMETT AND CAROL EMMETT**

Brief description: **45A WENNINGTON ROAD WRAY LA2 8QH**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **LARA MCINTOSH**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 12147082

Charge code: 1214 7082 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th November 2019 and created by WENNINGTON HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th November 2019 .

Given at Companies House, Cardiff on 14th November 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

# HM Land Registry

## Legal charge of a registered estate

# CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

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 HM 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: LA856668 & LA966465
2	Property: 45a Wennington Road, Wray, LA2 8QH
3	Date: 11 <sup>th</sup> November 2019
4	Borrower:  Wennington Homes Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 12147082 <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:  Robert Emmett and Carol Emmett  <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:  (b) Registered number in the United Kingdom including any prefix:

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: 45 Wennington Road, Wray, LA2 8QH
7	The borrower with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee  charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9
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 type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:
9	<b>Additional provisions</b>  <b>1. Definitions</b>  "Principal Sum": the sum of £30,000 (thirty thousand pounds sterling);  "Property" means those premises at 45a Wennington Road, Wray, LA2 8QH registered at the Land Registry under the Title Numbers LA856668 and LA966465;  "Repayment Date": : means 2020 or the date 10 working days from when the Buildings Regulations Completion Certificate is issued for the building constructed on the Property in accordance with the Planning Permission 15/01443/FUL, whichever is the earlier  <b>2. Principal Sum</b>  2.1 In consideration of the Lender transferring the Property to the Borrower, the Lender and the Borrower have agreed to secure the Principal Sum as a legal charge against the Property.  <b>3. Repayment</b>  3.1 The Borrower will repay to the Lender the Principal Sum in full on the Repayment Date.  3.2 The Borrower may repay to the Lender all or part of the Principal Sum at any time prior to the Repayment Date, on such date or dates as may be decided by the Borrower on giving two business days' written notice to the Lender.  <b>4. Interest</b>  4.1 No interest shall be payable on the Principal Sum provided it is paid on or before the Repayment Date. In the event that the Principal Sum has not been paid on or before the Repayment Date the Borrower shall pay to the Lender interest at the rate of

6% above the base rate of the Natwest Bank plc

## 5. Notices

5.1 Any notice or other communication given under this Agreement must be in writing and must be delivered by hand or sent by first class post or other next working day delivery service.

5.2 Any notice or other communication to be given under this Agreement must be given to the relevant party at the relevant address or as otherwise specified by the relevant party in writing to the other party.

5.3 Any notice or other communication given under this Agreement will be deemed to have been received: if delivered by hand, at the time it is left at the relevant address; or if sent by first class post or other next working day delivery service, on the second working day after sending.

## 6. Governing Law

6.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales.

## 7. Jurisdiction


7.1 Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation. This agreement has been entered into on the date stated at the beginning of it.


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.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

## 10 Execution

Executed as a deed by Wennington Homes Limited acting by a director in the presence of:

  
Director Signature

Signature of witness.....  
Name (in Block Capitals) PAUL DAVES  
Address 59 CLARENCE STREET, NUNEATON

Signed as a deed by Robert Emmett in the presence of:

Signature

Signature of  
witness.....

Name (in Block Capitals) .....

Address.....

Signed as a deed by Carol Emmett in the presence of:

Signature

Signature of witness.....

Name (in Block Capitals) .....

Address.....

**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.