



Registration of a Charge

Company name: **RST ALLIANCE HOUSE DEVELOPMENTS LIMITED**

Company number: **12358787**



X91OGY03

Received for Electronic Filing: **27/03/2020**

Details of Charge

Date of creation: **26/03/2020**

Charge code: **1235 8787 0001**

Persons entitled: **BERKELEY CHARTERHOUSE LIMITED**

Brief description: **ALL THAT PROPERTY KNOWN AS ALLIANCE HOUSE 2-12 BALDWIN STREET BRISTOL BS1 1SA REGISTERED AT THE LAND REGISTRY WITH TITLE ABSOLUTE UNDER TITLE NUMBERS BL139826 AND BL43683**

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: **LESLEY DENMAN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12358787

Charge code: 1235 8787 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th March 2020 and created by RST ALLIANCE HOUSE DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th March 2020 .

Given at Companies House, Cardiff on 30th March 2020

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

SECOND LEGAL CHARGE

DATED the 26th day of March Two Thousand and Twenty
BETWEEN **RST ALLIANCE HOUSE DEVELOPMENTS LIMITED** (Company No. 12358787) whose registered office is at 2nd Floor Regis House 45 King William Street London EC4R 9AN (hereinafter called "the Borrower") of the one part and **BERKELEY CHARTERHOUSE LIMITED** (Company No. 01715597) whose registered office is situate at Suite 2 First Floor Old Sorting Office 21 Station Road London SW13 0LF (hereinafter called "the Lender") of the other part

N O W THIS DEED W I T N E S S E T H as follows:-

1. DEFINITIONS

- (1) In this deed except in so far as the context otherwise requires

"Property" means the property for the time being subject to the security created by this deed and references to the property shall include references to any part of it

"Secured Amounts" means all amounts whatsoever due to the Lender by the Borrower under a Loan Agreement made the same date as the date hereof and relating to the Property together with all interest costs and charges

"this deed" means this legal charge and any document varying the same or supplemental thereto

- (2) References to the Borrower and to the Lender include references to persons deriving title under them respectively
- (3) Where there is more than one person for the time being included in the expression "the Borrower" covenants and obligations at any time expressed to be made or assumed by the persons in question are made to be construed as made by all such persons jointly and each of them severally

2. COVENANT TO PAY

The Borrower covenants to pay the Secured Amounts on demand.

3. CHARGE

3.1 The Borrower with full title guarantee hereby charges by way of legal mortgage the property described in the Schedule hereto and all buildings fixtures plant and machinery fittings and apparatus for the time being thereon or any part thereof with payment of the Secured Amounts as and when they shall be due and payable

3.2 This Charge is to be a second charge and shall in all respects rank in priority only after the first legal charge or other charges (the "Prior Charges") secured against the Property in connection with or for the purposes of the funding for the acquisition and development thereof and the Lender agrees that it will without delay enter into such deeds of priority, postponement or inter-creditor deeds or the like as any Prior Chargee or Prior Chargees shall in their standard form reasonably require and the expression "prior charge" shall be construed accordingly.

3.3 The Lender hereby consents to the disposal by the Borrower of any unit or dwellings constructed or to be constructed on the Property (and to registration by the disponee at the Land Registry as proprietor of the registered estate of the same) until such time as the Prior Charges have been discharged in full and thereafter

4. NOTICES

Without prejudice and in addition to the provisions of Section 196 of the Law of Property Act 1925 any demand for payment or other demand or notice hereunder may be made by any manager or officer of the Lender or of any branch thereof by letter delivered to or sent by post addressed to the Borrower at the Borrower's registered office or any place of business of the Borrower and in the case of posting every demand or notice so made or given shall be deemed to have been made 24 hours after the letter was posted

5. LENDERS POWERS

Only in the event of this Legal Charge ranking as a first legal charge (but not otherwise) the following provisions shall apply:-

5.1 The statutory powers conferred up on the Lender as varied and extended by this charge and all other powers conferred in this charge shall in favour of any purchaser, as defined in Section 205 of the Law of Property Act 1925 ("the Act") or person dealing in good faith shall be deemed to arise and be exercisable immediately after the execution of this charge.

5.2 Section 103 of the Act shall not apply to this security. Failing payment of the secured amounts as and when they become due this security shall be

enforceable and the powers conferred upon the Lender by the Act as to the giving of notice or otherwise with respect to the whole or any part of the Property.

6. JURISDICTION

- (1) This deed shall be governed by and interpreted in accordance with English Law
- (2) The Borrower hereby irrevocably submits to the non-exclusive jurisdiction of the High Court of Justice in England but this Legal Charge may be enforced in any court of competent jurisdiction

IN WITNESS whereof this deed has been executed by the Borrower the day and year first before written

SCHEDULE

Particulars of the Property

ALL THAT property known as Alliance House 2-12 Baldwin Street Bristol BS1 1SA registered at the Land Registry with Title absolute under Title Numbers BL139826 and BL43683

SIGNED as a DEED by **RST ALLIANCE DEVELOPMENTS LIMITED**
Acting by:

}
}
}

Director



in the presence of:-

Witness Signature

DA Plumer

Name

Debbie Plumer

Address

69 Riddons Road
Grave Park, London, SE12 9QZ

Occupation

Legal Secretary

SB/GENERAL/ RST ALLIANCE HOUSE DEVELOPMENTS LIMITED
BERKELEY CHARTERHOUSE LIMITED – ALLIANCE HOUSE SECOND CHARGE