



## Registration of a Charge

LLP name: **POND PLACE LLP**

LLP number: **OC399900**



X6AEY89K

Received for Electronic Filing: **11/07/2017**

## Details of Charge

Date of creation: **07/07/2017**

Charge code: **OC39 9900 0003**

Persons entitled: **BARCLAYS BANK PLC**

Brief description: **36 POND PLACE, CHELSEA, LONDON, SW3 6QP REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER LN56538**

**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: **FLADGATE LLP**



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

LLP number: OC399900

Charge code: OC39 9900 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th July 2017 and created by POND PLACE LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 11th July 2017 .

Given at Companies House, Cardiff on 13th July 2017

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under the Limited Liability Partnership  
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



Certified a true and complete copy of  
original document

Signed W. Williams

Name: W. Williams

Solicitor

Fladgate LLP

16 Great Queen Street

London WC2B 5DG

Dated 11/07/17

Pond Place LLP  
(the *Client*)

In favour of:

BARCLAYS BANK PLC  
(the *Bank*)

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LEGAL CHARGE OVER LAND

(FIRST PARTY)

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## LEGAL CHARGE

THIS DEED is made on 7<sup>th</sup> July 2017

In consideration of the Bank giving or continuing to give time, credit and/or banking facilities and accommodation to the Client, the Client enters into this charge by way of legal mortgage over the Property (the *Charge*).

IT IS AGREED as follows

### 1. INTERPRETATION

#### Definitions

1.1 In this deed the following words have the following meanings:

**Bank** means Barclays Bank PLC (Company Number 01026167) of 1 Churchill Place, London, E14 5HP and includes its successors and assignees.

**Client** means Pond Place LLP (Company Number OC399900) of 1 & 2 The Barn, Oldwick, West Stoke Road, Lavant, Chichester, West Sussex, PO18 9AA.

**Mortgage Conditions** means the Barclays Mortgage Conditions (Wealth and Investment Management), England and Wales (Version 1).

**Property** means the freehold land known as 36 Pond Place, Chelsea, London, SW3 6QP as registered at the Land Registry under Title Number LN56538

**Secured Liabilities** has the same meaning as in the Mortgage Conditions.

#### Construction

1.2 In this Charge, except where the context otherwise requires:

- (a) references to the Bank and to the Client include references to their respective successors in title and assigns;
- (b) references to any deed, instrument, certificate, agreement or contract (including this Charge) or a provision in such a document shall be construed as a reference to that deed, instrument, certificate, agreement or contract or provision as from time to time varied, novated, amended, supplemented or replaced; and
- (c) references to any statute or other legislative provision shall include any statutory or legislative modification or re-enactment of such statute or other legislative provision, or any substitution of it.

### 2. COVENANT TO PAY

2.1 The Client agrees to pay to the Bank the Secured Liabilities on the Bank's written demand.

### 3. CHARGE

3.1 The Client charges to the Bank with full title guarantee as security for the payment, discharge and performance of the Secured Liabilities:

- (a) by way of legal mortgage the Property;
- (b) by way of fixed charge all buildings and other structures on, and items fixed to, the Property;
- (c) by way of fixed charge any goodwill relating to the Property or any business or undertaking conducted at the Property;
- (d) by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of this deed;
- (e) by way of assignment all rents and other sums at any time payable by any tenants or licensees of the Property to the Client together with the benefit of all its rights and remedies relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Secured Liabilities; and
- (f) by way of fixed charge the proceeds of any claim made under any insurance policy relating to the Property.

#### 4. REGISTRATION IN RESPECT OF REGISTERED TITLES

4.1 If the title to the Property is registered at the Land Registry, the Client shall promptly apply and consents to an application being made to the Chief Land Registrar to enter upon the registers of title to the Property:

- (a) the following restriction:

*"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 ..... 22 July 2017 ..... in favour of Barclays Bank plc (Company Number 01026167) of 1 Churchill Place, London, E14 5HP referred to in the charges register."*

- (b) to the extent it is applicable, notice of an obligation on the part of the Bank to make further advances.

#### 5. FIRST REGISTRATION

5.1 If the title to the Property is subject to first registration of title at the Land Registry, the Client shall promptly apply to the Chief Land Registrar for first registration of the Property and entries upon the registers of title in the form set out at clause 4 (*Registration in respect of Registered Titles*) above.

#### 6. MORTGAGE CONDITIONS

6.1 All of the provisions of the Mortgage Conditions shall be deemed to apply to this deed as though they were set out here in full, unless otherwise varied in this deed.

6.2 The Client agrees that it has received a copy of the Mortgage Conditions.

#### 7. INSURANCE

7.1 The maximum excess permitted on the insurance policy referred to in Condition 2.9(c) (Insurance) of the Mortgage Conditions is the amount to be notified by the Bank to the Client.

8. RIGHTS OF THIRD PARTIES

- 8.1 A person who is not a party to this Charge shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Charge. This does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.

9. COUNTERPARTS

- 9.1 This Charge may be executed in any number of counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Charge by e-mail attachment or telecopy shall be an effective mode of delivery. In relation to each counterpart, upon confirmation by or on behalf of a party that such party authorises the attachment of its counterpart signature page to the final text of this Charge, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.

**WARNING:**

You are strongly recommended to seek independent legal advice before signing this document.

**DULY DELIVERED AS A DEED** by Pond Place LLP on the date inserted above.

EXECUTED as a DEED and DELIVERED on the date of this deed FOR AND ON BEHALF OF Pond Place LLP BY NOTTON PROPERTIES TWO LTD in its capacity as general partner of Pond Place LLP

Authorised  
Signatory

Alexander Acloque  
ALEXANDER ACLOQUE

Witness  
Signature

M. Williams

Witness  
Name

MATTHEW WILLIAMS

Witness  
Occupation

SOLICITOR

Witness  
Address

16 GREAT QUEEN STREET,  
LONDON, WC2R 509

SIGNED by  
Ian Pilley  
for and on behalf of  
BARCLAYS BANK PLC

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