



**Registration of a Charge**

Company name: **NEW TOWER INVESTMENTS LIMITED**

Company number: **06325302**



X8X3MN20

Received for Electronic Filing: **21/01/2020**

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**Details of Charge**

Date of creation: **10/01/2020**

Charge code: **0632 5302 0002**

Persons entitled: **MARDEN LIMITED**

Brief description: **FLAT 5, 34 WINFORTON CLOSE, REDDITCH, WORCESTERSHIRE B98 0JX**

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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: **SILKS SOLICITORS**



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

Company number: 6325302

Charge code: 0632 5302 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th January 2020 and created by NEW TOWER INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st January 2020 .

Given at Companies House, Cardiff on 22nd January 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

**LEGAL CHARGE : REGISTERED LAND --**  
**CAPITAL & INTEREST REPAYABLE INSTALMENTS**

H.M LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 1988

County and District : West Midlands

Title Number : WR106086

Property : Flat 5, 34 Winforton Close, Redditch, Worcestershire,  
B98 0JX and parking space

Date : 16th January 2020

**THIS LEGAL CHARGE** is made **BETWEEN :-** New Tower Investments Limited (Company Number 6325302) of Chipping Court, Alveston Hill, Stratford-upon-Avon, CV37 7RR (the Borrowers)(1) and Marden Limited (Company Number 3136885) of Chipping Court, Alveston Hill, Stratford upon Avon, CV37 7RR (the Lender)(2)

**1 Payment of principal and interest**

In consideration of £45,000 now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender:

- 1.1 That he will pay to the Lender on 9th January 2040 the sum of £45,000 (the Principal Sum) with interest from the date of this deed at the rate of 2.5% for the first two years and thereafter at a maximum of 2% above the Bank of England base rate from time to time (the interest rate) per year and if the Principal Sum or part of it shall not be paid on that date will (as well after as before any judgement) pay to the Lender interest at the rate specified above on the Principal Sum or such part of it as shall from time to time remain owing by equal monthly payments on the 1<sup>st</sup> of each month.

1.2 If the Borrower shall pay to the Lender 240 equal monthly sums of £238.46 each on the 1<sup>st</sup> in each month (the first to be paid on the 1<sup>st</sup> February 2020) until the whole of the Principal sum and interest thereon (or on such part of it shall from time to time remain owing) at the interest rate shall be paid and discharged and if and so long as the Borrower performs and observes all his obligations under this deed other than in regard to the payment of the Principal Sum and interest the Lender will accept the payment of such calendar monthly sums in repayment of the Principal Sum and interest and will not enforce the security constituted by this deed.

1.3 Notwithstanding the provisions of clause 1.2 the Principal Sum and , interest shall be deemed to have become due on 9<sup>th</sup> January 2040 and the Lender shall be entitled to exercise the statutory powers of sale and appointing a receiver at any time after that date and the provisions of the Law of Property Act 1925 Section 103 shall not apply to this security and the provisions of that clause are not to be treated as evidence of any agreement between the Borrowers and the Lender restricting the right of the Lender to enter into possession of the mortgaged property as and when he shall think fit and whether or not the Borrowers are in breach of that clause or any other of the provisions of this deed

## 2 Legal Charge

The Borrower charges by way of legal mortgage and with full title guarantee the property described in the schedule (the Property) with the payment to the Lender in

accordance with the covenants contained in this deed of the Principal Sum interest and other money covenanted by this deed to be paid by the Borrower.

### **3 Provision for redemption**

If the Borrower shall in 6 months pay to the Lender the Principal Sum with interest in accordance with the covenant contained in clause 1.1 the Lender will at the request and cost of the Borrower duly discharge this security

### **4 Borrower's covenants**

The Borrower covenants with the Lender as follows:

#### **4.1 Insurance of buildings**

4.1:1 That so long as any money remains owing on this security the Borrowers will

4.1:1.1 keep all buildings for the time being comprised in this security insured for such amount or amounts (including sums in respects of any loss of rent and any professional fees which may be incurred in or about repairing rebuilding or reinstating them) and in such name or names and against loss or damage due to such risks and with such underwriters as the Lender may in each case and from time to time approve and

4.1:1.2 make all payments required for the purpose as  
and when the same shall become due and will  
when required by the Lender deliver to him the  
policy or policies of such insurance and the  
receipt for each such payment

4.1:2 If the Borrower shall fail to perform any of his obligations under this clause and if the Lender shall take out any insurance on the Property or any part of it the Borrower will on demand repay to the Lender all payments made by him for that purpose and will pay interest on them at the rate of 5% per year above the base lending rate of Lloyds Bank Plc or such other Bank being a member of the Committee of London and Scottish Bankers as the Lender may from time to time nominate in writing from the date of payment until repayment on any money not repaid on demand and all such money and interest shall be charged on the Property.

4.1:3 Any money received under the above policy or policies shall at the election of the Lender be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security

4.1:4 If at any time the Borrower is entitled to the benefit of an insurance on the buildings for the time being comprised in this security which is not effected or maintained in pursuance of his obligation in clause 4.1:1 then all money received by virtue of such insurance shall if the Lender so requires be applied at the option of the Lender either in making good the loss or damage in respect of which it shall have been received or be paid to the Lender and be applied by in or towards discharge of the Principal Sum

## 4.2 Repair of buildings

That so long as any money remains owing on this security the Borrower will keep the buildings for the time being comprised in this security in good repair

and if the Borrower shall fail so to do the Lender shall then be entitled to enter upon the Property or any part of it and execute such repairs as in the opinion of the Lender may be necessary or proper without thereby becoming liable as mortgagee in possession and the Borrower will on demand repay to the Lender all the expenses thereby incurred by the Lender and will pay interest at the interest rate from the date of demand until repayment on any money not so repaid on demand all such expenses and interest shall be charged on the Property

#### **4.3 Not to register**

That so long as any money remains owing on this security the Borrower will not cause or permit any person to be registered under the Land Registration Act 1925 or any substituted statutory provision as the proprietor of the Property or any part of it without the consent in writing of the Lender and that if the Lender shall enter any caution against any such registration the costs thereby incurred by him shall be deemed to have been properly incurred as mortgagee

#### **4.4 Observe covenants**

To perform and observe any covenants and restrictions relating to the Property

#### **4.5 Planning**

4.5:1 Not without the Lender's permission to carry out any  
development within the meaning of the Town and Country  
Planning legislation

4.5:2 Not to contravene any of the provisions of Town and Country  
Planning legislation

4.5:3 Within 7 days of receiving any document relating to planning or any other matter which might affect the Lender's security to give particulars to the Lender

#### **4.6 Alterations**

Not without the Lender's consent to make any alterations or additions to the Property

### **5 Provisos**

**PROVIDED** that and it is agreed as follows:

#### **5.1 Restriction on powers of leasing etc**

During the continuance of this security the Borrower shall not without the consent in writing of the Lender grant or agree to grant any lease or tenancy of the Property or any part of it or accept or agree to accept a surrender of any lease or tenancy of it

#### **5.2 Consolidation**

The Law of Property Act 1925 Section 93 (restricting the Lender's right of consolidation) shall not apply to this security

### **6 Interpretation**

In this deed unless the context otherwise admits:-

6.1 Words importing the singular number only include the plural number and vice versa and words importing the masculine gender only include the feminine gender and any corporate body



6.2 Where there are two or more persons included in the expression 'the Borrower' covenants expressed to be made by the Borrower shall be deemed to be made by such persons jointly and severally

6.3 The expressions 'the Borrower' and 'the Lender' shall include the persons deriving title under the Borrower and the Lender respectively

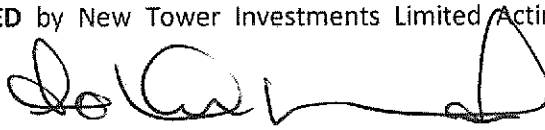
#### THE SCHEDULE

##### The Property (WR106086)

Flat 5, 34 Winforton Close, Redditch, Worcestershire, B98 0JX and parking space being the land comprised in the above numbered title

**EXECUTED AS A DEED** by New Tower Investments Limited Acting by one Director in the

Presence of:



GShepherd

GEOFFREY SHEPHERD

Lime Cottage, Atherstone-on-Stour, CV37 8NB

**EXECUTED AS A DEED** by Marden Limited Acting

by one Director in the presence of:



GShepherd

GEOFFREY SHEPHERD

Lime Cottage, Atherstone-on-Stour, CV37 8NB

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