



Registration of a Charge

Company name: **Cardhu Developments Limited**

Company number: **08694911**



X61G6XVL

Received for Electronic Filing: **03/03/2017**

Details of Charge

Date of creation: **02/03/2017**

Charge code: **0869 4911 0004**

Persons entitled: **ALDERMORE BANK PLC**

Brief description: **ALL THAT FREEHOLD LAND SHOWN EDGED RED ON THE PLAN BEING 1,4,5 AND 6, LAMBORNE PLACE, ICKENHAM, UXBRIDGE, UB10 8GA. PART OF AGL393054**

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: **EDWARD POSTLETHWAITE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8694911

Charge code: 0869 4911 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd March 2017 and created by Cardhu Developments Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd March 2017 .

Given at Companies House, Cardiff on 6th March 2017

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

MORTGAGE DEED (Corporate)	
Account Number: Y0000032554	Date: 02/03/17
Lender: Aldermore Bank PLC (and its transferees as described in the Mortgage Conditions) whose registered office is 1st Floor Block B, Western House, Peterborough Business Park, Lynch Wood, Peterborough PE2 6FZ	
Mortgage Conditions: The Aldermore Bank PLC Commercial Mortgage Conditions 2011	
Full Name(s) of Chargor(s):) Cardhu Developments Limited (Company number 08694911) whose registered office is at Fylde House, Skyways Commercial Campus, Amy Johnson Way, Blackpool, Lancashire FY4 3RS	
Property: All that Freehold land shown edged with red on the plan being 1, 4, 5 and 6, Lamborne Place, Ickenham, Uxbridge UB10 8GA registered at HM Land Registry with title absolute shown edged red on the attached Plan being part of the land registered under title number AGL393054 including the rights set out on the attached. Title No: AGL393054 (part)	
1. This Charge incorporates the Mortgage Conditions copies of which have been received by the Chargor which the Chargor hereby acknowledges. 2. The Chargor as legal owner with full title guarantee and as continuing security hereby charges the Property by way of first legal mortgage in favour of the Lender as security for the payment and discharge of the secured amount (as defined in the Mortgage Conditions). 3. The Chargor as legal owner and with full title guarantee assigns to the Lender as security for the payment and discharge of the secured amount (as defined under the Mortgage Conditions) the goodwill of any business carried on upon the Property from time to time (together with any licences relating to the same under the Licensing Act 2003) subject to redemption upon payment of the secured amount. 4. This Charge secures further advances but the Lender is not obliged to make further advances. 5. The Chargor agrees to pay the secured amount (as defined in the Mortgage Conditions) in accordance with its terms and to comply with the Mortgage Conditions. 6. The Chargor hereby applies to the Registrar to enter the following restriction against the title(s) above referred to: "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 [this charge] in favour of Aldermore Bank PLC referred to in the Charges Register".	
Executed as a Deed by the Chargor acting by:	
Director	Director/Secretary
In the presence of: Witness signature Name ANNA TWENTYMAN. Address SU STAINING ROAD, STAINING, LANCS FY3 0AG.	
Signed as a Deed on behalf of the Chargor a company incorporated in	
by	and
being [a] person[s] who in accordance with the laws of that territory [is][are] acting under the authority of the Chargor	
Authorised Signatory	Authorised Signatory
I have seen the original document and hereby declare it is a complete and accurate copy of the original	
Signed as a Deed by	on behalf of the Lender

and I certify that this is a true likeness of

Form of Mortgage Deed filed at HM Land Registry under reference MD1226K.

2960881

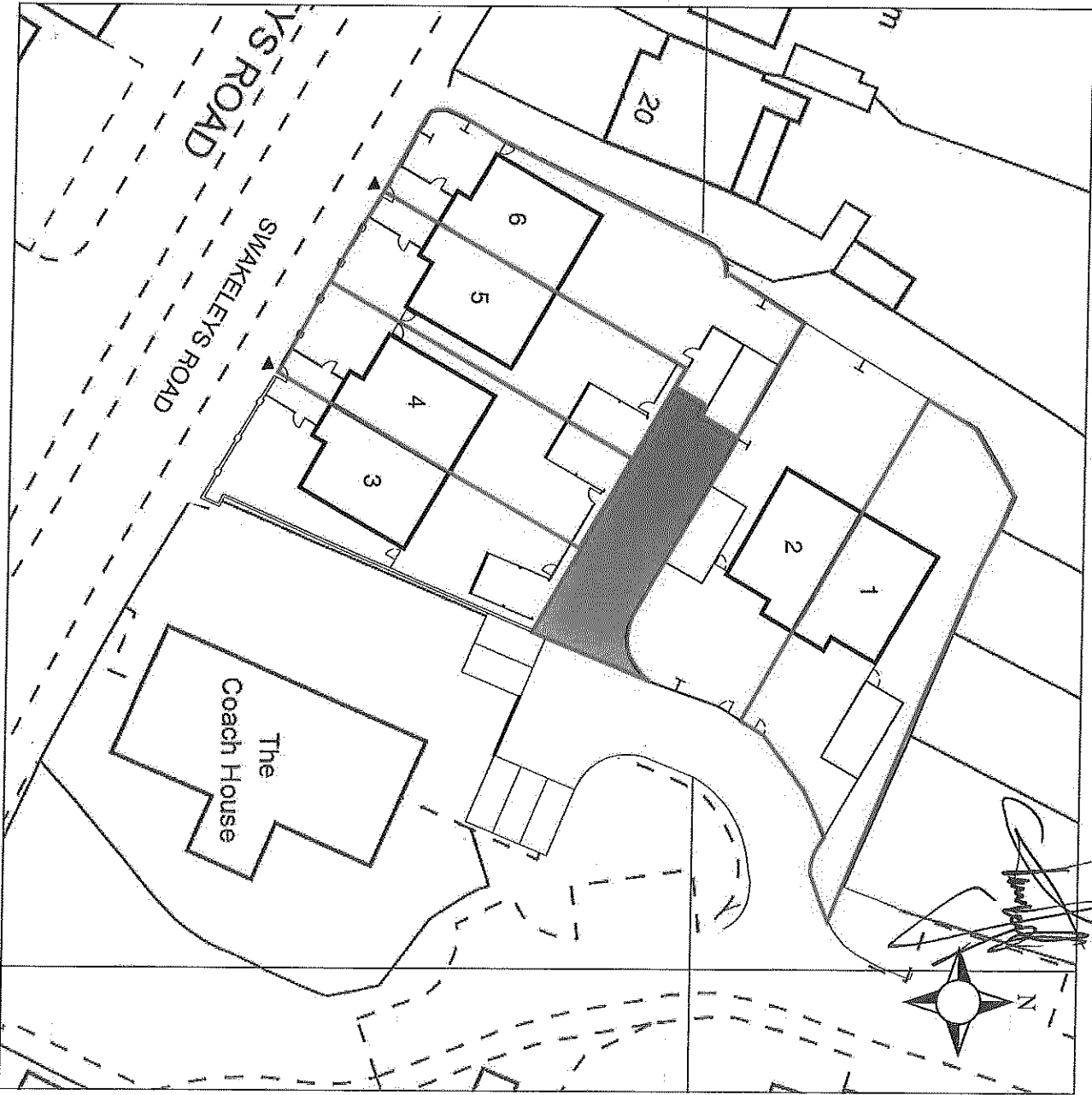
Shakespeare Martineau LLP
Solicitors
No 1 Colmore Square
Birmingham
B4 6AA

Signature
Name FEROZ DOREMATE
Status LEAD SOLICITOR
Date 3 March 2017.

Plots 1, 4, 5 and 6
36 Boniface Road
Ickenham
Uxbridge
UB10 8BY

Scale 1:500

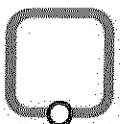
Site Plan



NOTES

Magnolia Square Limited
57 Rathbone Place
London
W1T 1JU

020 7479 4855



PRINT AT A4

PROJECT
36 Boniface Road
Ickenham
Uxbridge
UB10 8BY

DRAWING TITLE
SITE PLAN

SCALE
1:500

DATE
Sep 2016

DRAWING NUMBER
1

11501



Mortgage Deed ("Charge") attached incorporates the below provisions

A Definitions

1. "Access Route" means the new pedestrian access constructed on the southern boundary of the Property adjoining Swakeleys Road;
2. "Development" means the 6 semi detached 4 bedroom houses together with associated car parking landscaping and Access Route now known as Plots 1-6 Lamborne Place Ickenham Uxbridge UB10 8GA
3. "Plan" means the plan annexed to this Charge;
4. "Adjoining Property" means the land comprised in title number NGL266480 and the remainder of the land comprised in title numbers AGL342563 and AGL393054
5. "Service Media" means pipes sewers drains mains ducts conduits gutters watercourses wires cables laser optical fibres data or impulse transmission or communication or reception systems channels flues and other conducting media;
6. "the Services" means water soil effluent gas fuel oil electricity telephone telephonic signals television visual audio fax electronic mail data information communications and other services;
7. "Lender" includes its successors in title;
8. "Chargor" includes its successors in title; 9. "Plot 3" means 3 Lamborne Place Ickenham Uxbridge UB10 8GA.
10. "Plot 4" means 4 Lamborne Place Ickenham Uxbridge UB10 8GA.
11. Words importing one gender shall be construed as importing any other gender;
12. Words importing the singular shall be construed as importing the plural and vice versa;
13. Words importing persons shall be construed as importing a corporate body and/or a partnership and vice versa;
14. Where the party comprises more than one person the obligations and liabilities of that party under this Charge shall be joint and several obligations and liabilities of those persons;

B Rights granted for the benefit of the Property by the Chargor to the Lender

The right for the Lender and all persons expressly or by implication authorised by the Lender (in common with the Chargor and all other persons having a like right) to:-

1. pass and repass to and from the Property at all times and for all purpose connected with the use and enjoyment of the Property (but not otherwise) with or without vehicles of any description over and along the land coloured blue on the Plan and over and along the shared access point and gate between Plot 3 and Plot 4 subject to the Lender paying a fair and proper proportion according to use of the costs of repairing, maintaining, replacing, renewing, cleaning and lighting these parts; and

2. the free passage and running (subject to temporary interruption for repair alteration or replacement) of ordinary domestic soil water electricity sewage gas telephone and other services or supplies to and from the Property in and through the Pipes in on under or over the Adjoining Property that now serve the Property (in common with the Landlord and all other persons having a like right) PROVIDED that the exercise of all rights specified in this paragraph shall be subject to the contribution by the Lender of a share of all reasonable costs of keeping all apparatus and rights of way affected by such rights in good repair and working order (including replacements where necessary).

3. The right (in common with the Chargor and all others from time to time authorised by the Chargor) of free passage and running of the Services or supplies to and from the Property through the Service Media now constructed or at any time to be constructed on through or under the Adjoining Property for all purposes connected with the Development use and enjoyment of the Property PROVIDED that the Chargor shall be permitted at its own expense to divert or relay any such Service Media as shall prevent hinder or otherwise interfere with the Chargor's proposed use of the Property to a position to be approved by the Lender such approval not to be unreasonably withheld and following such diversion or relaying the Service Media shall be of no less capacity or standard of the original Service Media

4. The free right (in common as mentioned above and with or without surveyors agents and workmen) at all times and from time to time upon reasonable prior written notice (save in case of emergency) to enter and for so long as it is necessary remain on such part or parts of the Adjoining Property as are not built upon or not intended to be built upon to inspect repair maintain and renew the Service Media for all purposes connected with the development use and enjoyment of the Property

5. The exercise of the rights specified in paragraphs 2 -4 of this section B shall be subject to the Lender paying all reasonable costs of keeping all apparatus laid installed repaired renewed maintained in good repair and working order (including replacements where necessary).

C Rights reserved for the benefit of other land

These are reserved out of the Property for the benefit of each and every part of the Adjoining Property for the Chargor the owners and occupiers for the time being of the Adjoining Property and persons authorised by it or them the following rights:-

1. The right (in common with the Lender and all others from time to time authorised by the Lender) of free passage and running of the Services or supplies to and from the Adjoining Property through the Service Media now constructed or at any time to be constructed on through or under the Property for all purposes connected with the Development use and enjoyment of the Adjoining Property PROVIDED that the Lender shall be permitted at its own expense to divert or relay any such Service Media as shall prevent hinder or otherwise interfere with the Lender's proposed use of the Property to a position to be approved by the Chargor such approval not to be unreasonably withheld and following such diversion or relaying the Service Media shall be of no less capacity or standard of the original Service Media



2. The free right (in common as mentioned above and with or without surveyors agents and workmen) at all times and from time to time upon reasonable prior written notice (save in case of emergency) to enter and for so long as it is necessary remain on such part or parts of the Property as are not built upon or not intended to be built upon to inspect repair maintain and renew the Service Media for all purposes connected with the development use and enjoyment of the Adjoining Property

3. The right to pass and repass to and from the Adjoining Property at all times and for all purpose connected with the use and enjoyment of the Adjoining Property (but not otherwise) with or without vehicles of any description over and along the land coloured blue on the Plan and over and along the shared access point and gate between Plot 3 and Plot 4 subject to the Chargor paying a fair and proper proportion according to use of the costs of repairing, maintaining, replacing, renewing, cleaning and lighting these parts; and

4. The exercise of the rights specified in paragraphs 1- 3 of this section C shall be subject to the Chargor paying all reasonable costs of keeping all apparatus laid installed repaired renewed maintained in good repair and working order (including replacements where necessary).

D. Declarations

1. For the avoidance of doubt all boundaries, walls, fences and other boundary structures between the plots forming the Development that are not marked with an inward facing 'T' on the Plan (including internal dividing walls) shall be treated as party walls and structures pursuant to the Party Wall Act 1996.



