



Registration of a Charge

Company Name: **C P ROSE BUILDING SERVICES LTD**

Company Number: **09173384**



Received for filing in Electronic Format on the: **13/08/2022**

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Details of Charge

Date of creation: **03/08/2022**

Charge code: **0917 3384 0001**

Persons entitled: **CEMA SOLUTIONS LIMITED**

Brief description: **LAND ON THE SOUTH-EAST SIDE OF ROBIN HOOD AVENUE, WARSOP,
MANSFIELD AS REGISTERED AT HM LAND REGISTRY WITH TITLE
NUMBER NT570579**

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: **TAYLOR ROSE MW**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9173384

Charge code: 0917 3384 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd August 2022 and created by C P ROSE BUILDING SERVICES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th August 2022 .

Given at Companies House, Cardiff on 16th August 2022

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: NT570579
2	Property: Land on the south-east side of Robin Hood Avenue, Warsop, Mansfield
3	Date: <i>3rd August 2022</i>
4	Borrower: C P Rose Building Services Ltd <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 09173384 <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: CEMA Solutions Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 03997926 <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	<p>Lender's intended address(es) for service for entry in the register:</p> <p>2 Pintail Close, Victoria Business Park, Netherfield, Nottingham NG4 2SG</p>
7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input checked="" type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of CEMA Solutions Limited referred to in the charges register or their conveyancer.</p>
9	<p>Additional provisions</p> <p>9.1 This Charge is supplemental to a Loan Agreement of even date made between the Borrower and the Lender.</p> <p>9.2 The security constituted by this deed shall become immediately enforceable if an Event of Default (as defined in the Loan Agreement) occurs.</p> <p>9.3 After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Property.</p> <p>9.4 For the purposes of all powers implied by statute, all present and future obligations of the Borrower to the Lender under this deed or the Loan Agreement together with all interest are deemed to have become due and payable on the date of this deed.</p> <p>9.5 The power of sale and other powers conferred by Section 101 of the Law of Property Act 1925 (as amended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable.</p> <p>9.6 Section 103 of the Law of Property Act 1925 does not apply to the security constituted by this deed.</p> <p>9.7 Neither the Lender nor any receiver shall be liable, by reason of entering into possession of the Property, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.</p>

9.8 The Lender and each receiver is entitled to all the rights, powers, privileges and immunities conferred by the Law of Property Act 1925 on mortgagees and receivers duly appointed under the act.

9.9 At any time after the security constituted by this deed has become enforceable, the Lender may:

- (i) redeem any prior security over the Property;
- (ii) procure the transfer of that security to itself; and/or
- (iii) settle and pass the accounts of the holder of any prior security over the Property.

9.10 At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lender may without further notice, appoint by way of deed, or otherwise in writing, any one or more persons to be a receiver of all or any part of the Property.

9.11 The power to appoint a receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the Law of Property Act 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise.

9.12 Any receiver appointed by the Lender under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions and remuneration of that receiver and for liabilities incurred by that receiver.

9.13 In addition to all of the rights, powers and discretions conferred on a receiver under the Law of Property Act 1925 and the Insolvency Act 1986, a receiver may:

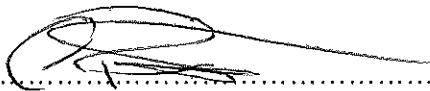
- a. take immediate possession of the Property;
- b. sell the Property by public auction or private contract;
- c. let the Property for any term and at any rent;
- d. give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising the security over the Property; and
- e. do all other acts or things which it may consider necessary or desirable for realising the security over the Property or incidental or conclusive to any of the rights, powers or discretions conferred on a receiver under or by virtue of this deed or law.

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
C P ROSE BUILDING SERVICES LTD
acting by a director
in the presence of:

Signature of Director:.....

Name of Director:.....CRAIG PAUL ROSE

Signature of witness:.....

Name (in BLOCK CAPITALS):.....IAN THOMPSON

Address:.....Hopkins.....
Solicitors LLP
Eden Court
Crow Hill Drive
Mansfield
Nottinghamshire
NG19 7AE

Executed as a deed by
CEMA SOLUTIONS LIMITED
acting by a director
in the presence of:

Signature of Director:.....

Name of Director:.....

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.