



Registration of a Charge

Company name: **NEWLYNN HOMES (SHERWOOD) LTD**

Company number: **11898252**



X89SSWF4

Received for Electronic Filing: **16/07/2019**

Details of Charge

Date of creation: **15/07/2019**

Charge code: **1189 8252 0001**

Persons entitled: **198 FINANCE LIMITED**

Brief description: **BY WAY OF LEGAL MORTGAGE ALL LEGAL INTEREST IN THE FREEHOLD PROPERTY KNOWN AS LAND ON THE NORTH SIDE OF 15 PRIVATE ROAD SHERWOOD NOTTINGHAM NG5 4DD REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER NT525313**

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:

HOLLIE WATKINS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11898252

Charge code: 1189 8252 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th July 2019 and created by NEWLYNN HOMES (SHERWOOD) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th July 2019 .

Given at Companies House, Cardiff on 17th July 2019

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

Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

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 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives.

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 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.

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.

1	Title number(s) of the property: NT525313
2	Property: Land on the North side of 15 Private Road, Sherwood, Nottingham NG5 4DD
3	Date: 15th July 2019
4	Borrower: Newlynn Homes (Sherwood) Ltd <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 11898252 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
5	Lender for entry in the register: 198 Finance Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 11338132 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
6	Lender's intended address(es) for service for entry in the register: 64-66 Outram Street, Sutton in Ashfield, Nottinghamshire NG17 4FS

Place 'X' in any box that applies.

7

The borrower with

full title guarantee

Add any modifications.

limited title guarantee

7.1 charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

7.2 grants to the Lender a Floating Charge over all the other property, assets, interests and rights of the Borrower owned now or in the future which are not subject to a fixed charge under this Legal Charge or under any other security held by the Lender.

Place 'X' in the appropriate box(es).

8

☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

You must set out the wording of the restriction in full.

☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

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 *15 July* 2019 in favour of 198 Finance Limited referred to in the Charges Register or his conveyancer

Insert details of the sums to be paid (amount and dates) and so on.

9

Additional provisions

9.1 Loan Agreement

This Legal Charge is entered into pursuant to the provisions of a Loan Agreement made between the Lender (1) the Borrower (2) and Craig Thomas Hawes (3) and dated *15 July* 2019 and the provisions of such Loan Agreement are incorporated herein

9.2 Covenants for Payment

If on realisation of the security by the Lender the net proceeds of sale shall be insufficient to discharge the whole of the monies outstanding on the security of the Charge then the Borrower will immediately pay the amount of the deficiency with interest until payment

9.3 Early repayments

The Borrower may at any time or times pay off all or any part of the principal money for the time being outstanding but so that if repayment is made in part then the interest that has accrued in respect of that part shall represent the first slice of such repayment

9.4 Legal date for redemption

The legal right of redemption ceases on the Redemption Date referred to in the Loan Agreement and in favour of a purchaser the statutory power of sale arises on that day

9.5 Interest

Interest shall be charged by the Lender at the rate specified in the Loan Agreement as well after as before any Judgment and shall accumulate and attach to and be paid with the repayment of the whole or part of the principal money as herein provided

9.6 Covenants concerning the Property

- (a) ~~The Borrower will during the continuance of the Charge~~ procure that the Property is kept in good and tenable repair and insured against loss or damage against the risks referred to in the Loan Agreement to the full value thereof in some insurance office or with underwriters of repute to be approved of in writing by the Lender
- (b) The Borrower will not without the Lender's prior consent:
 - (i) create or permit to arise any mortgage, charge or lien on the Property
 - (ii) grant or accept a surrender of any lease of the Property
 - (iii) make any alteration to the Property which would require Planning Permission or approval under any Building Regulations
- (c) The powers of leasing or agreeing to lease or of accepting surrenders of leases conferred on a mortgagor in possession by the Law of Property Act 1925 shall not apply to the Charge

9.7 Principal money to become payable

The whole of the loan shall become repayable to the Lender upon:

- (a) The Redemption Date referred to in the Loan Agreement
- (b) The sale of the Property at any time
- (c) Distress and/or execution being rightfully levied or issued against any property of the Borrower
- (d) Breach of any of the provisions of this Charge or of the Loan Agreement

9.8 Entry to inspect or do works

While the Charge is outstanding the Lender may enter and inspect the Property at any reasonable time and may also enter and do any work which the Borrower has failed to do

9.9 Lender to be kept informed

The Borrower shall at all times keep the Lender informed concerning any communication received by the Borrower relating to the Property in any way whatsoever

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.

10 Execution

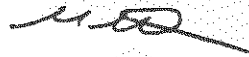
Signed as a Deed by

Newlynn Homes
(Sherwood) Ltd

acting by

Craig Thomas Hawes

a director in the presence of:

Matthew Malden LLB, Solicitor
Banner Jones Ltd
Corner House
Union Street
Mansfield
Nottinghamshire
NG18 1RP
Tel: 01623 675 800

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.

© Crown copyright (ref: LR/HO) 07/08