

## Registration of a Charge

Company Name: PERMITTED DEVELOPMENTS INVESTMENTS NO 13 LIMITED

Company Number: 11937440

Received for filing in Electronic Format on the: 04/05/2021



XA3RZ9ZT

## **Details of Charge**

Date of creation: 19/04/2021

Charge code: 1193 7440 0006

Persons entitled: MIZRAHI TEFAHOT BANK LIMITED

Brief description:

Contains fixed charge(s).

### **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 SAVE FOR MATERIAL REDACTED PURSUANT

TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL

INSTRUMENT.

Certified by: BIRD & BIRD LLP



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11937440

Charge code: 1193 7440 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th April 2021 and created by PERMITTED DEVELOPMENTS INVESTMENTS NO 13 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th May 2021.

Given at Companies House, Cardiff on 6th May 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





Ref: STO21A - Rent Charge Agreement (corporate).DOC

Page: Lof4

Dated 19 April 2021

### PERMITTED DEVELOPMENTS INVESTMENTS NO 13 LIMITED

and

### MIZRAHI TEFAHOT BANK LIMITED

RENT CHARGE AGREEMENT

MIZRAHI TEFAHOT BANK LIMITED 30 Old Broad Street London EC2N 1HQ Ref: STO21A - Rent Charge Agreement (corporate).DOC

Page: 2 of 4

THIS CHARGE is made the day of 2021

#### BETWEEN:

(1) MIZRAHI TEFAHOT BANK LIMITED acting through its London Branch, presently of 30 Old Broad Street, London EC2N 1HQ (the "Bank") and

- (2) **PERMITTED DEVELOPMENTS INVESTMENTS NO 13 LIMITED** a company incorporated under the laws of England and Wales under company number 11937440 whose registered office is at c/o Blick Rothenberg Limited, 1st Floor, 7-10 Chandos Street, London WIG 9DQ (the "Mortgagor").
- 1. In this Deed unless the context otherwise requires the following words and expressions shall have the following meanings:
  - "Agreement" means the letter from the Bank to the Mortgagor dated 1 April 2021 in respect of the banking facilities to be made available by the Bank to the Mortgagor together with any subsequent amendments agreed between the Bank and the Mortgagor and acknowledged by any other parties to such letter.
  - "Indebtedness" means all present and future monies obligations and liabilities due owing or incurred by the Mortgagor to the Bank whether actual or contingent and on any account and whether owed or incurred alone or jointly and/or severally with another and as principal or as surety or in any other capacity or of any nature including but without prejudice to the generality of the foregoing interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters referred to above or for keeping the Mortgagor's account and so that interest shall be computed and compounded according to the usual mode of the Bank as well after as before any demand made or judgement obtained and the Mortgagor will on such demand also retire all bills or notes which may for the time being be due under discount with the Bank and to which the Mortgagor is a party whether as drawer acceptor or maker or indorser without any deduction whatever.
  - "Property" means the property known as 500 Elder Gate, Central Milton Keynes as the same is registered at HM Land Registry with Title Absolute under Title Number BM214208 and includes any part of it.
  - "Rents" means the gross rents, licence fees and other moneys receivable now or in the future in respect of or arising out of any lease of the Property or any agreements for lease or otherwise derived from or arising out of the Property including any insurance rents and service charges.

"Rent Account" means such account with the Bank in the name of the Mortgagor as the

Ref: STO21A - Rent Charge Agreement (corporate).DOC

Page: 3 of 4

Bank may from time to time agree or direct.

- The Mortgagor with full title guarantee charges to the Bank by way of first fixed charge all
  Rents now or in the future owing to it in respect of the Property and all monies now or in
  the future standing to the credit of the Rent Account with the payment to the Bank of the
  Indebtedness.
- 3. Nothing in this Deed nor any express arrangement in respect of the Rents under the Agreement shall constitute the Bank as mortgagee in possession.
- 4. The Mortgagor covenants at any time during the continuance of this security to give to the Bank such information in regard to the Rents as the Bank shall require.
- The Mortgagor covenants to instruct all or any tenants or other occupiers of the Property to pay the Rents direct to the Rent Account and if the Mortgagor does not do so the Bank may give such instruction on its behalf.
- 6. The Mortgagor shall not create, purport to create or permit to subsist any mortgage charge assignment or other encumbrance over the whole or any part of the property charged to the Bank by this Mortgage (other than this Mortgage).
- 7. Without prejudice to any other remedy of the Bank the Bank shall be entitled without demand or notice to the Mortgagor and is irrevocably authorised:
  - a. at any time to appropriate apply or transfer all or any sums from time to time standing to the credit of Rent Account in full or partial satisfaction of the interest from time to time due from the Mortgagor to the Bank under the Agreement; and
  - b. at any time after a demand for repayment of all or part of the Indebtedness has been made and from time to time to appropriate apply or transfer the whole or any part of the sums standing to the credit of the Rent Account in or toward satisfaction of the whole or part of the Indebtedness as the Bank shall select.
- 8. This Deed shall be governed by English law.

**EXECUTED** and delivered as a Deed on the date stated at the beginning of this document.

STO21A - Rent Charge Agreement (corporate).DOC

Ret

Page: 4 of 4

Executed as a Deed by PERMITTED DEVI INVESTMENTS NO 13 acting by a director:		
Signature:	REDACTED Director	
In the presence of:		
Signature of witness:	REDACTED	
Name of witness:	Marc Meyer	
Address: REDACTED		