



Registration of a Charge

Company Name: **CHR ESTATES LIMITED**

Company Number: **00281565**



Received for filing in Electronic Format on the: **23/02/2024**

XCXH0FD6

Details of Charge

Date of creation: **12/02/2024**

Charge code: **0028 1565 0011**

Persons entitled: **AJ BELL TRUSTEES LIMITED
JANIS RICHARDSON FLETCHER**

Brief description: **LAND AT HOLLY HILL FARM PARK, HUBY (TITLE NUMBER: NYK256326)**
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: **ELLA DENNY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 281565

Charge code: 0028 1565 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th February 2024 and created by CHR ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd February 2024 .

Given at Companies House, Cardiff on 27th February 2024

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.

Enter the overseas entity ID issued by Companies House for the borrower pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property: NYK256326
2	Property: Land at Holly Hill Farm Park, Huby
3	Date: 12 February 2024
4	Borrower: CHR Estates Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00281565 <u>For overseas entities</u> (a) Territory of incorporation or formation: Not applicable (b) Overseas entity ID issued by Companies House, including any prefix: Not applicable (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix: Not applicable

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.

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 email 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.

5 Lender for entry in the register:

Janis Richardson Fletcher and AJ Bell Trustees Limited as trustees of the small self-administered scheme known as The Richardson Pension Scheme

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

03213118

For overseas companies

(a) Territory of incorporation: Not applicable

(b) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix: Not applicable

6 Lender's intended address(es) for service for entry in the register:

4 Exchange Quay, Salford Quays, Manchester, M5 3EE

7 The borrower with

☒ full title guarantee

☐ limited title guarantee

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

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

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

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 12 February 2024 in favour of Janis Richardson Fletcher and AJ Bell Trustees Limited referred to in the charges register or their conveyancer.

9 Additional provisions

9.1 Definitions

In this legal charge:

"Loan Agreement" means the loan agreement made or to be made on or about the date of this legal charge between (1) the Lender and (2) the Borrower for the provision of the loan facilities secured by this legal charge.

"Secured Liabilities" means all present and future obligations and liabilities of the Borrower to the Lender, whether actual or contingent, owed under the Loan Agreement together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities.

9.2 Covenant to pay

The Borrower shall, on demand, pay to the Lender the Secured Liabilities when they become due.

9.3 Grant of security

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower charges to the Lender by way of first legal mortgage, the Property.

9.4 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower assigns to the Lender absolutely (subject to a proviso for reassignment on irrevocable discharge of the Secured Liabilities):

9.5.1 all its rights in each policy of insurance effected or maintained by the Borrower from time to time in respect of the Property, including all claims and the proceeds of all claims; and

9.5.2 all amounts paid or payable to or for the account of the Borrower in connection with the letting, licence or grant of any other rights of use or occupation of all or any part of the Property.

9.5 Borrower's covenants

9.5.1 The Borrower will keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in good repair.

9.5.2 The Borrower will insure the Property with a reputable insurer against damage or destruction by such risks as would normally be covered by a standard policy for premises such as the Property.

9.5.3 The Borrower must not without the previous consent in writing of the Lender exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder.

9.6 Lender's rights and powers

9.6.1 The Law of Property Act 1925 Section 103 shall not apply to this security and at any time after the money secured by this legal charge has become due and payable the security shall be immediately enforceable and the Lender's power of sale shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise.

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

9.7 Protection of those dealing with Lender

No person dealing with the Lender shall be concerned, bound or

entitled to inquire or be affected by notice as to any of the following matters:

9.7.1 whether this security has become enforceable,

9.7.2 whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable,

9.7.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power,

9.7.4 whether any money remains due under the security or

9.7.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made and the receipt of the Lender for any money shall effectually discharge the person paying from those matters and from being concerned to see to the application or being answerable for the loss or misapplication of that money.

9.8 Limitation of trustees liability

Any liability of the Lender arising out of this legal charge or matters connected with it shall be limited to the assets of the small self-administered scheme known as The Richardson Pension Scheme in their possession from time to time.

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
CHR Estates Limited
acting by a director and
the company secretary /
two directors

Director

Director / secretary

Signed as a deed by
Janis Richardson Fletcher
in the presence of

Signature of witness

Full name

Address

Occupation

Executed as a deed by
AJ Bell Trustees Limited
acting by a director and
the company secretary /
two directors

Director

Director / secretary

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.