



Registration of a Charge

Company Name: **H. SMITH & SONS (HONINGHAM) LIMITED**

Company Number: **00758857**



Received for filing in Electronic Format on the: **09/05/2024**

XD2QQ60Q

Details of Charge

Date of creation: **03/05/2024**

Charge code: **0075 8857 0004**

Persons entitled: **ALAN GEORGE HERBERT SMITH
RAYMOND GEORGE SMITH
JOHN ERNEST SMITH
SMITH OF HONINGHAM (DEVELOPMENTS) LIMITED**

Brief description: **LAND LYING TO THE WEST OF SANDY LANE, EAST TUDDENHAM,
NORFOLK**

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 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: **TESSA HASKEY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 758857

Charge code: 0075 8857 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd May 2024 and created by H. SMITH & SONS (HONINGHAM) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th May 2024 .

Given at Companies House, Cardiff on 15th May 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**

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 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.

Leave blank if not yet registered.	1 Title number(s) of the property: NK163394
Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.	2 Property: Land lying to the west of Sandy Lane, East Tuddenham, Norfolk
	3 Date: 3 May 2024
Give full name(s).	4 Borrower: H. SMITH & SONS (HONINGHAM) LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 00758857 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
Complete as appropriate where the borrower is a company.	
Give full name(s).	5 Lender for entry in the register: Alan George Herbert Smith; Raymond George Smith; John Ernest Smith; and Smith of Honingham (Developments) Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 08535735 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
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.	6 Lender's intended address(es) for service for entry in the register: Quarry Works Dereham Road, Honingham, Norwich, NR9 5AP

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.

- 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 [DATE] in favour of Alan Smith, Raymond Smith, John Smith and Smith of Honingham (Developments) Limited or their conveyancer

9 Additional provisions

8.1 The Lender has made a loan to the Borrower ('the Loan') the amount of which is set out in a Loan Agreement made between the parties of even date with this Deed ('the Loan Agreement'). The Lender has made the loan to the Borrower on the terms of and subject to the conditions of this deed and the Loan Agreement.

8.2 The Borrower covenants with the Lender to observe the terms of the Loan Agreement.

8.3 The Borrower further covenants with the Lender:

8.3.1 not to carry out or permit any activity upon the Property which might devalue the Lender's security;

8.3.2 within three days (time being of the essence) of receiving any notice or other documents which might affect the Lender's security to give full particulars of it to the Lender and to comply with any reasonable request of the Lender in respect of the notice;

- 8.3.3 to comply in all respects with the requirements of all laws relating to the Property;
- 8.3.4 not without the written consent of the Lender to create any mortgage charge lease or underlease of the Property or any part; nor to part with or share possession or actual occupation of the Property or any part
- 8.4 All costs charges disbursements and expenses including legal costs on a solicitor and client basis properly incurred by the Lender in relation to or in connection with the variation or enforcement of this security shall be charged on the Property and repaid to the Lender on demand with interest at 0% per annum from the date of payment by the Lender and this charge is without prejudice to any other remedy the Lender may have in respect of such payments or any other money secured by this Deed.
- 8.5 The Lender may enter the Property and any buildings on it and inspect at any time.
- 8.6 The Lender may perform any obligation of the Borrower under this Deed if the Borrower is in default (without being regarded as a mortgagee in possession) and any costs charges or expenses incurred by the Lender shall be secured by this charge on the basis of a full indemnity.
- 8.7 Section 93 of the Law of Property Act 1925 (which restricts the consolidation of mortgages) shall not apply to this Deed.
- 8.8 The power of sale and other powers conferred on mortgagees by the Law of Property Act 1925 shall be exercisable at any time notwithstanding that the Lender shall not be in possession of the property or that none of the events specified in Section 103 of that Act shall have happened.
- 8.9 The Borrower may at its own cost at any time redeem this security by repaying to the Lender the Loan (or the unpaid

balance thereof) with all interest costs and other sums secured by this charge and upon the Borrower paying all such sums to the Lender the Lender will at the request of the Borrower duly discharge this security.

- 8.10 Any demand or notice made under this Deed may be posted addressed to the Borrower at its registered office and shall be deemed to be received by the Borrower in the ordinary course of post.

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

EXECUTED as a deed on behalf of
H. SMITH & SONS (MONINGHAM) LIMITED

by [REDACTED] (director)

in the presence of

Name of Witness

D.H. WELTON

Signature

Address

Occupation

ESTIMATOR

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.