



**Registration of a Charge**

Company name: **S.K.FRUITTS LIMITED**

Company number: **01753653**

Received for Electronic Filing: **03/03/2021**



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**Details of Charge**

Date of creation: **16/02/2021**

Charge code: **0175 3653 0007**

Persons entitled: **REECE HIBBARD**

Brief description: **LAND AND BUILDINGS AT KING'S FARM, NORTH BRADLEY, TROWBRIDGE (BA14 0TX) BEING THE WHOLE OF THE LAND AND BUILDINGS REGISTERED AT H M LAND REGISTRY UNDER TITLE NUMBERS WT188283 AND WT262624**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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:

**ROYDS WITHY KING**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 1753653

Charge code: 0175 3653 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th February 2021 and created by S.K.FRUIT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd March 2021 .

Given at Companies House, Cardiff on 4th March 2021

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:  WT188283 and WT262624
2	Land and buildings at King's Farm, North Bradley, Trowbridge (BA14 0TX) being the whole of the land and buildings registered at H M Land Registry under Title Numbers WT188283 and WT262624
3	Date: 16 <sup>th</sup> February 2021
4	Borrower:  S K Fruits Limited and Stuart Kenneth Brown  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 01753653 <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:  Reece Hibbard  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <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 Lender's intended address(es) for service for entry in the register:

[REDACTED]

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 is to be registered without a written consent signed by the proprietor for the time being of the charge dated the 16<sup>th</sup> day of February 2021 in favour of Reece Hibbard of [REDACTED]  
[REDACTED]

9 Additional provisions

9.1 The Lender has agreed to lend S K Fruits Limited the Repayment Sum and S K Fruits have agreed to repay the Repayment Sum to the Lender on or before the Repayment Date on the terms of this deed.

9.2 Stuart Kenneth Brown has agreed to be party to this deed to provide the Lender with additional security for the Repayment Sum and hereby agrees to repay the Repayment Sum plus the interest pursuant to clause vii) of 9.5 hereof on the Repayment Date in the even that S K Fruits Limited fail to so.

9.3 As security for the Repayment Sum the Borrower with full title guarantee charges to the Lender by way of a legal mortgage over the Property.

9.4 The Repayment Sum shall be repayable on the Repayment Date or, if the Borrower elects, before the Repayment Date

9.5 The Borrower hereby Covenants with the Lender as follows:-

- i) to insure the Property with a reputable insurance company against the usual risks for the proper reinstatement value of the same;
- ii) to maintain the Property to a good state of repair and condition;
- iii) not to let sell or transfer the Property or any part therefor nor grant a lease or tenancy of the Property or any part therefore without the Lender's consent (such consent not to be unreasonably withheld or delayed) save that the following shall be permitted:-

- a residential letting of no more than eighteen months pursuant to an assured shorthold tenancy agreement.
  - a letting governed by the Landlord and Tenant Act 1954 provided that letting is for no more than eighteen months and is excluded from the security of tenure provision contained in sections 24 -28 of the Landlord and Tenant Act 1954
- iv) not to make any structural alternations or additions to the Property without the Lender's prior written consent such consent not to be unreasonably withheld or delayed;
- v) to apply to H M Land Registry within 10 working days of the date hereof for this legal charge to be registered and to forward to the Lender's solicitors copies of the Land Registry entries once registration is completed;
- vi) the Borrower shall pay the Repayment Sum to the Lender in full on the Repayment Date or, if the Borrower elects, before the Repayment Date
- vii) the Borrower shall pay to the Lender interest on the Repayment Sum only at a rate of 5% per annum from the date hereof until the Repayment Sum is repaid in full and for the avoidance of doubt the interest shall not be compounded.
- viii) upon payment of the Repayment Sum and all interest owing pursuant to vii hereof the Lender will (within 15 working days) sign H M Land Registry forms DS1 and RX4 (and/or any other form as may be required by the H M Land Registry) as an acknowledgement of repayment, the discharge of this legal charge and to cancel the restriction referred to at panel 8 hereof and send the same to the Borrower's solicitors with the said 15 working day period.

### Definitions

**"Repayment Date"** shall mean the expiry of 18 calendar months from the date hereof.

**"Repayment Sum"** shall mean £225,000.00

The liabilities of S K Fruits Limited and Stuart Brown contained in this legal charge shall be joint and several.

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

SIGNED as a Deed by )  
REECE HIBBARD )

in the presence of:- )

Witness's Signature .....

Name (Capital letters) ..... SANDRA CARLETON

Address .....

Executed as a deed by  
**S K FRUITS LIMITED**  
acting by Stuart Kenneth Brown,  
a director, in the presence of:

Signature of Witness.....

Name (in BLOCK CAPITALS)

Angus Charles Williams

Address

SIGNED as a Deed by  
**STUART KENNETH BROWN**

in the presence of:-

Witness's Signature .....

Name (Capital letters) .....

Angus Charles Williams

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.