Companies House

MR01 (ef)

Registration of a Charge

Company Name: **GLADMAN DEVELOPMENTS LIMITED**
Company Number: **03341567**

Received for filing in Electronic Format on the: **20/07/2023**

XC85WXYP

Details of Charge

Date of creation: **18/07/2023**

Charge code: **0334 1567 0108**

Persons entitled: **KEVIN ALAN ROBERTS**
STEPHANIE CAROLE ROBERTS

Brief description: **ANNECY, HOREBEECH LANE, HORAM, HEATHFIELD, TN21 0DS REGISTERED WITH TITLE NUMBER ESX271299**

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: **KNIGHTS**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3341567

Charge code: 0334 1567 0108

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th July 2023 and created by GLADMAN DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th July 2023 .

Given at Companies House, Cardiff on 24th July 2023

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.	1 Title number(s) of the property: ESX271299
Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.	2 Property: Annecy, Horebeech Lane, Horam, Heathfield (TN21 0DS)
	3 Date: 18 JULY 2023
Give full name(s).	4 Borrower: GLADMAN DEVELOPMENTS LIMITED
Complete as appropriate where the borrower is a company.	For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: 03341567 For overseas entities (a) Territory of incorporation or formation:
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.	(b) Overseas entity ID issued by Companies House, including any prefix: (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:

I hereby certify this to be a true copy of the original which I have seen

Sign NM

Print Name NATALIE MCCANN

Position Trainee Solicitor

Knights Professional Services Limited, Riverside Court, Wilmslow, Cheshire, SK9 1DL

Dated 20/07/2023

"**Plan**" means the plan attached.

"**Property**" means the freehold property at Annecy, Horebeech Lane, Horam, Heathfield TN21 0DS being part of the property registered at HM Land Registry with title absolute under title number ESX271299 shown edged red on the Plan.

9.2 As continued security for the payment and discharge of the Deferred Consideration pursuant to clause 2.3 of the Contract, the Borrower charges to the Lender by way of a legal mortgage, the Charged Assets.

9.3 The Borrower shall keep the Property in good repair and condition and in such repair and condition as to enable the Property to be let in accordance with all applicable laws and regulations.

9.4 The Borrower shall insure and keep insured the Property against:

9.4.1 loss or damage by fire and all other usual risks normally covered under a comprehensive house policy (including subsidence with a policy excess not exceeding £1,000); and
9.4.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and
9.4.3 any other risk, perils and contingencies as the Lender may reasonably require and notify to the Borrower in writing.

9.5 The Borrower shall, if requested by the Lender in writing, produce to the Lender each policy, certificate or cover note relating to any insurance required by clause 9.4 not more than once per annum.

9.6 The Borrower shall promptly pay all premiums in respect of each Insurance Policy required by clause 9.4 and do all other things necessary to keep that policy in full force and effect.

9.7 The Borrower shall not, without the written consent of the Lender (such consent not to be unreasonably withheld or delayed) grant any lease or licence for the occupation of the Property save that the Borrower is permitted to grant any assured shorthold tenancy without the consent of the Lender provided that the Borrower ensures that all statutory requirements governing the recovery of possession from any tenant to whom such a tenancy agreement shall be granted are complied with (including but not limited to all requirements relating to the provision of Energy Performance Certificates, annual Gas Safe certificates prior to the letting and thereafter, the provision of the Government-published 'How to Rent' pamphlet at the appropriate time, the carrying out of appropriate electrical testing of the electrical systems within the Property and of all appliances at the appropriate times, compliance with all regulations relating to rent deposits and like matters). The Borrower shall not grant any such tenancy to any person or persons who may not lawfully occupy the Property (whether by virtue of immigration status or otherwise)

9.8 The Borrower shall not demolish the dwelling on the Property or any part of it without the prior consent in writing of the Lender.

9.9 Upon receipt of the Deferred Consideration, the Lender shall promptly take whatever action is necessary to release the Charged Assets from the security constituted by this deed and reassign the Charged Assets to the Borrower and removal of the

(iv) If the Borrower otherwise ceases to exist.

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.

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HM Land Registry
Legal charge of a registered estate

CH1

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Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.	2	Property: Annecy, Horebeech Lane, Horam, Heathfield (TN21 0DS)
	3	Date: 18 July 2023
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.	4	Borrower: GLADMAN DEVELOPMENTS LIMITED For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: 03341567 For overseas entities (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (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:

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Give full name(s).

5 Lender for entry in the register:

KEVIN ALAN ROBERTS and STEPHANIE CAROLE ROBERTS

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.

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:

For overseas companies
(a) Territory of incorporation:

(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:

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:

(1) Sharon House, Sanford Road, Torquay TQ2 6AW
(2) Kevin Roberts: Kevinroberts_3@yahoo.com
(3) Stephanie Roberts: texasoakclub@hotmail.com

Place 'X' in any box that applies.

Add any modifications.

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

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.

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 (other than a charge) by the proprietor of the registered estate, or by the proprietor of any registered charge, is to be registered without a written consent signed by signed by the proprietor for the time being of the charge dated 18 July 2023 in favour of KEVIN ALAN ROBERTS and STEPHANIE CAROLE ROBERTS referred to in the charges register or the survivor of them or by the personal representatives of the survivor or their conveyancer.

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

9 Additional provisions

9.1 Definitions:

"**Charged Assets**" means the Property.

"**Contract**" means the contract dated 30 June 2023 made between (1) KEVIN ALAN ROBERTS and STEPHANIE CAROLE ROBERTS as Executors of PAMELA DORIS ANTON and (2) GLADMAN DEVELOPMENTS LIMITED.

"**Deferred Consideration**" means £300,000.

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"**Plan**" means the plan attached.

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9.2 As continued security for the payment and discharge of the Deferred Consideration pursuant to clause 2.3 of the Contract, the Borrower charges to the Lender by way of a legal mortgage, the Charged Assets.

9.3 The Borrower shall keep the Property in good repair and condition and in such repair and condition as to enable the Property to be let in accordance with all applicable laws and regulations.

9.4 The Borrower shall insure and keep insured the Property against:

9.4.1 loss or damage by fire and all other usual risks normally covered under a comprehensive house policy (including subsidence with a policy excess not exceeding £1,000); and
9.4.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and
9.4.3 any other risk, perils and contingencies as the Lender may reasonably require and notify to the Borrower in writing.

9.5 The Borrower shall, if requested by the Lender in writing, produce to the Lender each policy, certificate or cover note relating to any insurance required by clause 9.4 not more than once per annum.

9.6 The Borrower shall promptly pay all premiums in respect of each Insurance Policy required by clause 9.4 and do all other things necessary to keep that policy in full force and effect.

9.7 The Borrower shall not, without the written consent of the Lender (such consent not to be unreasonably withheld or delayed) grant any lease or licence for the occupation of the Property save that the Borrower is permitted to grant any assured shorthold tenancy without the consent of the Lender provided that the Borrower ensures that all statutory requirements governing the recovery of possession from any tenant to whom such a tenancy agreement shall be granted are complied with (including but not limited to all requirements relating to the provision of Energy Performance Certificates, annual Gas Safe certificates prior to the letting and thereafter, the provision of the Government-published 'How to Rent' pamphlet at the appropriate time, the carrying out of appropriate electrical testing of the electrical systems within the Property and of all appliances at the appropriate times, compliance with all regulations relating to rent deposits and like matters). The Borrower shall not grant any such tenancy to any person or persons who may not lawfully occupy the Property (whether by virtue of immigration status or otherwise)

9.8 The Borrower shall not demolish the dwelling on the Property or any part of it without the prior consent in writing of the Lender.

9.9 Upon receipt of the Deferred Consideration, the Lender shall promptly take whatever action is necessary to release the Charged Assets from the security constituted by this deed and reassign the Charged Assets to the Borrower and removal of the

restriction referred to at clause 8 above.

9.10 This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

9.11 Except as expressly provided elsewhere in this deed, a person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed.

9.12 This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

9.13 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

9.14 The Borrower covenants:

(a) To pay the Deferred Consideration to the Lender no later than on 30 January 2025; and

(b) In the event of any default on the part of the Borrower, to pay and indemnify the Lender from and against all proper costs, claims and losses incurred or suffered by the Lender on a full indemnity basis provided that the Lender notifies the Borrower in writing of any claims and takes all reasonable steps to mitigate their losses; and

(c) In the event of default, to pay to the Lender interest at a rate of 4% above the base lending rate of National Westminster Bank on the Deferred Consideration or any part of it and any other monies due from the Borrower to the Lender under the terms of this deed from the date upon which such payment should have been made until the date of actual payment (whether before or after any judgement); and

(d) To forthwith pay to the Lender the Deferred Consideration and any other monies due hereunder on demand in any of the following circumstances:

(i) In the case of any material breach of the terms of this deed which is not capable of remedy; or

(ii) In the case of any other material breach of the terms of this deed which the Borrower shall not remedy after having been given 20 working days notice in writing by the Lender requiring such breach to be remedied; or

(iii) If the Borrower shall enter into any composition with its creditors or have a petition for its winding-up (otherwise than for the purposes of a solvent reorganisation) presented which shall not be discharged within ten working days; or

(iv) If the Borrower otherwise ceases to exist.

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
KEVIN ALAN ROBERTS
in the presence of:

Witness:

Signature .....

Name .....

Address .....

.....

Occupation .....

SIGNED as a DEED by
STEPHANIE CAROLE ROBERTS
in the presence of:

Witness:

Signature .....

Name .....

Address .....

.....

Occupation .....

EXECUTED as a DEED by
GLADMAN DEVELOPMENTS LIMITED V Hesson
acting by a director in the presence of: Vicky Hesson

Witness: T Oakes

Signature .....

Name **Full Name:** Tracey Oakes

Address **Address:** 58 Chestnut Drive Congleton CW124UB

Occupation **Occupation:** Personal Assistant

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.

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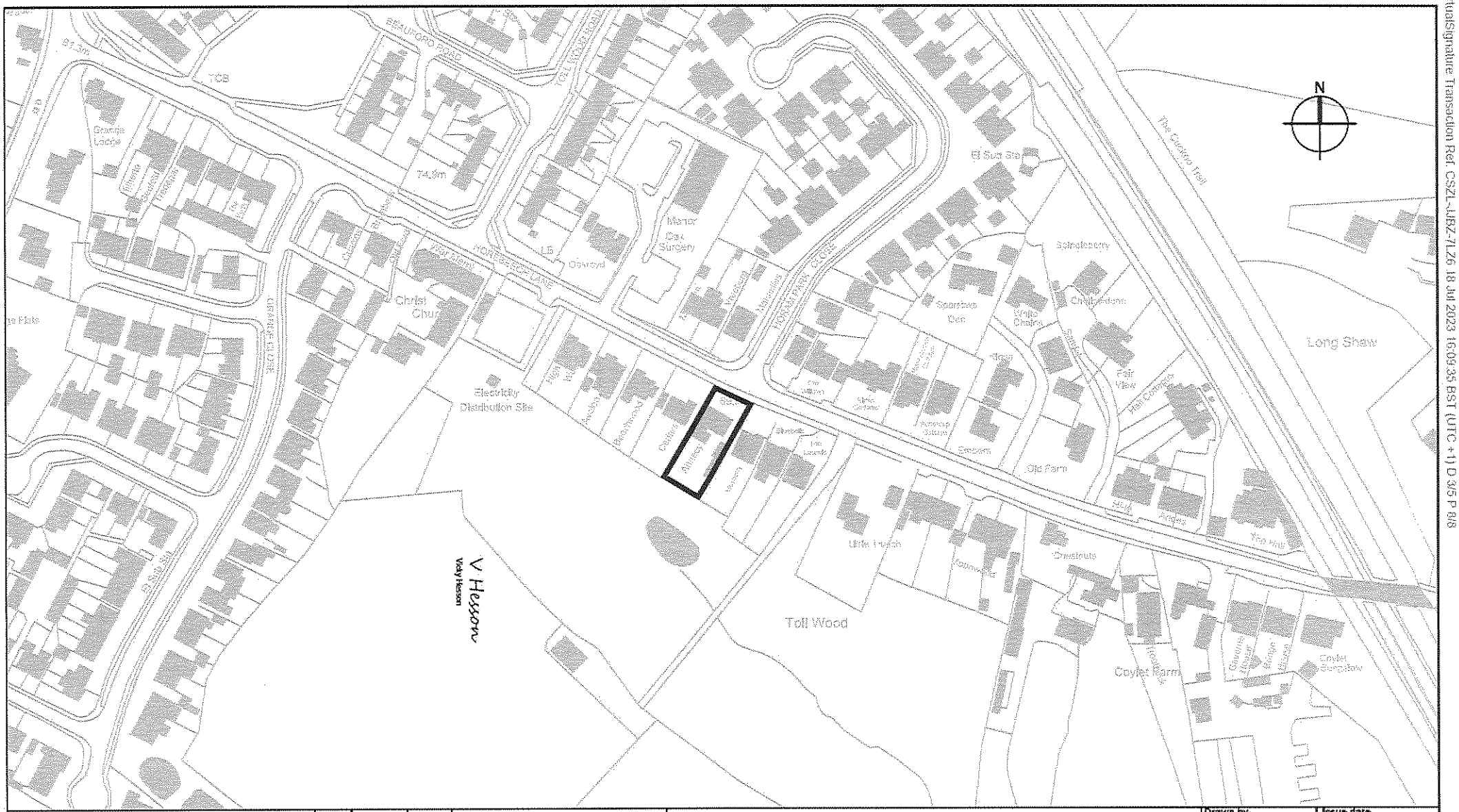

GLADMAN

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Fax: 01260 288801
www.gladman.co.uk

Rev	Date	By	Revision notes
*	*	*	*

Status: LEGAL

Project: Annecy, Horebeech Lane, Horam.

Title: Red Line Plan

Drawn by: MAH	Issue date: 26.04.23
Title checked by: CHECKED_BY	Title checked date: CHECKED_DATE
Highways checked by: CHECKED_BY	Highways checked date: CHECKED_DATE
Topo checked by: CHECKED_BY	Topo checked date: CHECKED_DATE
Scale(s): 1:500 @ A4	
Drawing No: 2021-002 / ALP-01	

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