

## Registration of a Charge

Company Name: **DERRI PROPERTIES LIMITED** 

Company Number: 03704011

XRDYCMR4

Received for filing in Electronic Format on the: 05/10/2022

### **Details of Charge**

Date of creation: 30/09/2022

Charge code: 0370 4011 0081

Persons entitled: LENDCO LIMITED

Brief description: FLAT 3, 18A WEST STREET, DORKING, RH4 1BL

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: CONNOR DAVID WHITE



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3704011

Charge code: 0370 4011 0081

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th September 2022 and created by DERRI PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th October 2022.

Given at Companies House, Cardiff on 7th October 2022

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





#### MORTGAGE DEED

This Mortgage Deed is made on the Date referred to below between the Mortgagor(s) and the Lender

This Mortgage Deed is subject to the terms and conditions set out below and our standard borrower terms and conditions Version 4 August 2021 (the "Standard Terms and Conditions"), a copy of which has been provided to you and which are expressly incorporated herein.

Lender:

Len

The Mortgagor named above, as continuing security for the payment of the Secured Liabilities, hereby:

- 1 With full title guarantee:
  - a. charges the Property mentioned above as legal owner by way of legal mortgage in favour of the Lender; and
  - b. charges and (subject to redemption) assigns all the Related Rights to the Lender.
- 2 Agrees that this Mortgage Deed is capable of securing further advances and re-advances.
- 3 Applies to the Chief Land Registrar for the following restriction to be entered in the proprietorship register of any registered land forming part of the Property:

"No disposition of the registered estate by the proprietor(s) 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 [3069/20] in favour of Lendco Limited referred to in the charges register".

- 4 Agrees to and is bound by the Standard Terms and Conditions.
- Agrees that the Standard Terms and Conditions (and the Offer Document as defined therein) shall be deemed to be incorporated herein and that they have received a copy of the Standard Terms and Conditions and the Offer Document and have read their terms.
- Agrees that to the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 1, the Mortgagor charges by way of fixed charge any and all of its present and future rights, title and interest in the Property.
- 7 Power of attorney
  - a. The Mortgagor hereby irrevocably appoints the Lender and the Receiver jointly and also severally the Attorney and Attorneys of the Mortgagor for the Mortgagor and in the name and on behalf of the Mortgagor and as the act and deed of the Mortgagor or otherwise to sign, seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required or may be deemed proper by the Lender or the Receiver for the purpose of protecting or perfecting the security intended to be created by the Mortgage Deed and the other Security Documents or for any other purposes referred to in or otherwise in connection with this Mortgage Deed and the other Security Documents.
  - b. The Mortgagor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause 7 properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted, referred to or incorporated in this Mortgage Deed and the other Security Documents.

- The power of attorney hereby granted is irrevocable and for value as part of the Lender's security.
- 8. If there is more than one Mortgagor, their obligations are joint and several.

Sweyor

9. This Mortgage Deed is governed by and construed according to English law and subject to the exclusive jurisdiction of the courts of England and Wales however this clause shall not prevent the Lender from having recourse to the courts of any competent jurisdiction for the purposes of enforcing any judgment.

Executed and delivered as a DEED by Derri Properties Limited acting by a Director in the presence of a witness:

Signature-of Direct

In the presence of:

Witness Name:

Witness Signature:

Witness Occupation:

Witness Address:

SIGNED on behalf of LendCo Limited

2

Road, Basingstoke, RG21384