

MR01

Particulars of a charge

Oyez

191269/13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR08



THU MONDAY

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied
by a court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This
must be scanned and placed on the public record

RCS 17/02/2014 #2
COMPANIES HOUSE
R31W5WUG
A24 13/02/2014 #227
COMPANIES HOUSE
A31M9FO1

1 Company details

Company number 0 4 6 8 3 4 7 8

Company name in full DBS Homes Limited

For official use
9
Filing in this form
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 1 2 0 2 2 0 1 4

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name Anthony Ian Godfrey Charles South

Name Geoffrey Latham

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

Oak House London Road Sevenoaks Kent TN13 1AF
registered under Title No K887942

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

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Trustee statement ¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X









X


This form must be signed by a person with an interest in the charge

MR01

Particulars of a charge

 Presenter information	
We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.	
Contact name	
Company name	Thackray Williams LLP
Address	
Kings House	
32-40 Widmore Road	
Post town	
Bromley	
County/Region	
Kent	
Postcode	B R 1 1 R Y
Country	UK
DX	119600 Bromley 8
Telephone	020 8290 0440
 Certificate	
We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.	
 Checklist	
We may return forms completed incorrectly or with information missing	
Please make sure you have remembered the following	
<input type="checkbox"/> The company name and number match the information held on the public Register	
<input type="checkbox"/> You have included a certified copy of the instrument with this form	
<input type="checkbox"/> You have entered the date on which the charge was created	
<input type="checkbox"/> You have shown the names of persons entitled to the charge	
<input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8	
<input type="checkbox"/> You have given a description in Section 4, if appropriate	
<input type="checkbox"/> You have signed the form	
<input type="checkbox"/> You have enclosed the correct fee	
<input type="checkbox"/> Please do not send the original instrument, it must be a certified copy	

 Important information	
Please note that all information on this form will appear on the public record.	
 How to pay	
A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.	
Make cheques or postal orders payable to 'Companies House'	
 Where to send	
You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below	
For companies registered in England and Wales The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ DX 33050 Cardiff	
For companies registered in Scotland: The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF DX ED235 Edinburgh 1 or LP - 4 Edinburgh 2 (Legal Post)	
For companies registered in Northern Ireland: The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG DX 481 N R Belfast 1	

 Further information	
For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk	
This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk	

PROFORMA

Company Number 4683478
Company Name DBS Homes Limited
Contact Name/ Organisation Vikki Herbert of Thackray Williams
Address Kings House 32-40 Widmore Road Bromley BR1 1RY

The following details will need to be added to, amended or deleted from the Form MR01/LLMR01/MR08/LLMR08

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Persons entitled to the charge
- ☐ Description of property
- X Fixed charge tick box (applies only to MR01/LLMR01)
- ☐ Floating charge tick box (applies only to MR01/LLMR01)
- ☐ Negative pledge tick box (applies only to MR01/LLMR01)
- ☐ Nature of the charge
(applies only to MR08/LL MR08)
- ☐ Obligations secured by the charge
(applies only to MR08/LL MR08)

- **The following details will need to be added to, amended or deleted from the Form MR02/LLMR02/MR09/LLMR09**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date that property or undertaking was acquired

- ☐ Persons entitled to the charge
- ☐ Description of property.
- ☐ Fixed charge tick box (applies only to MR02/LLMR02)
- ☐ Floating charge tick box (applies only to MR02/LLMR02)
- ☐ Negative pledge tick box (applies only to MR02/LLMR02)
- ☐ Nature of the charge
(applies only to MR09/LL MR09)
- ☐ Obligations secured by the charge
(applies only to MR09/LL MR09)

- **The following details will need to be added to, amended or deleted from the Form MR03/MR10/LLMR03/LLMR10**

Particulars of the charge to be added, amended or deleted (please tick as appropriate)

- ☐ Company /LLP number
- ☐ Company/LLP name
- ☐ Date of creation of charge
- ☐ Date of resolution or determination
- ☐ Date of covering instrument
- ☐ Names of trustees for debenture holders
- ☐ Description of property
- ☐ Fixed charge tick box (applies only to MR03/LLMR03)
- ☐ Floating charge tick box (applies only to MR03/LLMR03)
- ☐ Negative pledge tick box (applies only to MR03/LLMR03)
- ☐ Nature of the charge
(applies only to MR10/LL MR10)
- ☐ Obligations secured by the charge
(applies only to MR10/LL MR10)

Please give the instructions in the box below)

The tick in section 5 should state "No".



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4683478

Charge code: 0468 3478 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th February 2014 and created by DBS HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th February 2014

Dx

Given at Companies House, Cardiff on 17th February 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 12th February 2014

Second Charge

Oak House London Road Sevenoaks Kent TN13 1AF

Direct Build Services Limited (1)

DBS Homes Limited (2)

Mr A I G C South and Mr G Latham (3)

Our Ref. VH/DXW/4419/302

We hereby certify this to be a true
copy of the original

Dated TW 12/2/14
Thackray Williams LLP
Kings House 32-40 Widmore Road
Bromley, Kent BR1 1RY

County and District . Kent – Sevenoaks
Title Number K887942
Property . Oak House London Road Sevenoaks Kent
TN13 1AF

Date 12th February 2014

1 In this charge.

1 1 "the Beneficial Owners" means the Beneficial Owners from time to time as defined in the Declaration of Trust

1 2 "the Company" means **DIRECT BUILD SERVICES LIMITED (Co. No. 02564054)** whose registered office is Oak House London Road Sevenoaks Kent TN13 1AF

1 3 "the Declaration of Trust" means the declaration of trust dated to be entered into by the Trustees immediately after this charge

1 4 "the First Charge" means the legal charge dated 29 January 2010 made between the Company (1) and National Westminster Bank Plc (2) secured on the Property

1 5 "the Loan Agreements" means the loan agreements entered into by the Company with the Beneficial Owners from time to time

1 6 "the Loans" means the Loans as defined in the Declaration of Trust

1 7 "the Owner" means DBS HOMES LIMITED (Co. No 04683478) whose registered office is Oak House London Road Sevenoaks Kent TN13 1AF

1 8 "the Property" means Oak House London Road Sevenoaks Kent TN13 1AF registered at the Land Registry with Title Absolute under title number K887942

1 9 "the Trustees" means Anthony Ian Godfrey Charles South of Flat 65 Capital Wharf, 50 Wapping High Street London E1W 1LY and Geoffrey Latham of Flat 23, No 1 Sandown House, 1 High Street, Esher, Surrey KT10 9SL

2 The Company covenants with the Trustees as follows:-

2 1 to repay the Loans to the Beneficial Owners in accordance with the terms of the Loan Agreements

2 2 on such date as the security hereby constituted shall become enforceable to pay the Trustees the amount of the Loans provided that every repayment to the Beneficial Owners on account of any part of the Loans shall be a satisfaction *pro tanto* of the amount of the Loans payable to the Trustees under the covenant by the Company under this clause

3 In consideration of the Loans paid to the Company by the Beneficial Owners under the terms of the Loan Agreements the Owner with full title guarantee charges the Property by way of legal mortgage with the payment to the Trustees of the Loans and with payment of any sums due to the Trustees under this charge from time to time such Loans and sums to be limited to a maximum of five hundred thousand pounds (£500,000)

4 The Owner covenants with the Trustees as follows

4.1 not to charge the Property in favour of any person or otherwise without the written consent of the Trustees

4.2 during the continuance of this security no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or

tenancies of the Property or any part thereof shall be capable of being exercised by the Owner without the previous consent in writing of the Trustees

4 3 to keep the Property in good order and repair but if the Owner fails to do so the Trustees may at any time enter the Property or any part of it and execute such remedial works or repairs as in the reasonable opinion of the Trustees are necessary or proper without becoming liable as mortgagee in possession by doing so

4.4 to repay to the Trustees on demand all the expenses incurred by the Trustees if the Trustees carry out repairs under clause 4 3 and to pay interest at the rate of 10% per year from the date of demand until repayment on any money not repaid on demand and all such expenses and interest shall be charged on the Property

4 5

4 5 1 that so long as the money remains owing on this security the Owner will keep the Property insured [in the names of the Trustees and the Owner] against loss or damage caused by fire and such other risks as the Trustees may from time to time reasonably require to the full replacement value thereof with some insurance office or underwriters approved by the Trustees and will make all payments required for the above purpose as soon as the same shall become due and will when required by the Trustees deliver to them the policy or policies of such insurance and the receipt for each such payment PROVIDED THAT if the Owner shall comply with its obligation as to insurance contained in the First Charge and produce to the Trustees the policy or policies so maintained and the receipt for each premium paid in respect of the same the Owner shall be deemed to have performed their covenant in this behalf so far as concerns the sum insured and the risks to which such insurance relates

4 5 2 if the Owner shall fail to perform any of his obligations under this clause and if the Trustees shall then insure the Property or any part of it the Owner will on demand repay to the Trustees all payments made by them for that purpose and will pay interest at the rate of 10% per year from the date of demand until repayment on any money not repaid on demand and all such money and interest shall be charged on the Property

4 5.3 all money which may be received by virtue of any such insurance shall be applied in the first place in making good the loss or damage in respect of which it shall have been received

4 5.4 if at any time the Owner is entitled to the benefit of an insurance on the Property which is not effected or maintained in pursuance of his obligation in clause 4 5 1 then all money received by virtue of such insurance shall if the Trustees so require be applied at the option of the Trustees either in making good the loss or damage in respect of which it shall have been received or be paid to the Trustees and be applied by him in or towards discharge of the Loans

5 The Company will keep the Owner indemnified against all sums paid by the Owner under clauses 4 4 and 4 5 2

6 That notwithstanding any of provisions hereinbefore contained the Loans together with any interest shall become due and immediately repayable and the security hereby constituted shall become immediately enforceable and the power of sale shall immediately become exercisable on demand without notice on the first to occur of each and every of the following events and Section 103 of the Law of Property Act 1925 shall not apply hereto if:-

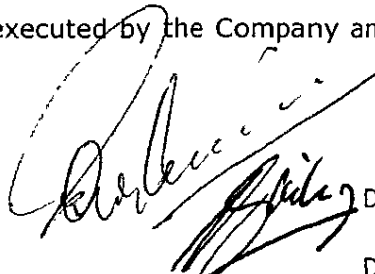
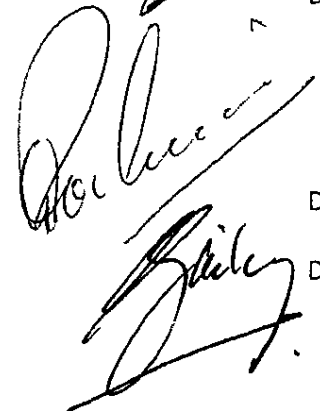
~~6.1 the Company and/or the Owner enters into administration or has a receiving order made against it or enter into any arrangement or composition for the benefit of its creditors~~

- 6 2 an encumbrancer shall take possession or a receiver shall be appointed of the Property or any part thereof
- 6 3 any step is taken or proceedings instituted by way of sale or otherwise for the purpose of enforcing the security constituted under the First Charge
- 6 4 the Company and/or the Owner shall at any time commit any breach of any substantial covenant condition or provision (whether herein expressed or implied) and on the part of the Company and/or the Owner to be observed and performed
- 6 5 the Owner sells the Property
- 7 The provisions of the Law of Property Act 1925 Section 93 (restricting the Trustees' right of consolidation) shall not apply to this charge
- 8 The provisions of this charge shall where the context so admits be construed as follows.
- 8 1 the expressions "Company" "Owner" and "Trustees" include the persons deriving title under them
- 8 2 words importing the masculine gender only include the feminine gender
- 8 3 words importing the singular number only include the plural number
- 8 4 any reference to a person includes not only an individual but also a company whether limited or unlimited
- 9 Except as expressly provided none of the provisions of this charge are intended to or will operate to confer any benefit under the Contracts (Rights of Third Parties) Act 1999 on a person who is not named as a party to this charge

IN WITNESS whereof this Deed has been executed by the Company and the Owner the day and year first before written

SIGNED AS A DEED by)
DIRECT BUILD SERVICES)
LIMITED acting by two)
directors)

SIGNED AS A DEED by)
DBS HOMES LIMITED)
acting by two directors)

 Director
 Director