

MR01

Particulars of a charge

132428/13

Laserform

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

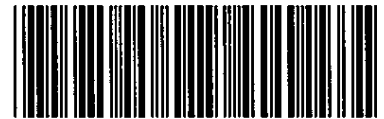
✗ **What this form is NOT for**
You may not use this form to
register a charge where there is no
instrument Use form MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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 will be scanned and placed on the public record. **Do not send the original.**

TUESDAY



A3E4CN60

A34

12/08/2014

#109

COMPANIES HOUSE

1 Company details

Company number 0 4 6 8 3 4 7 8

Company name in full DBS HOMES LIMITED ✓

→ **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 d0 d1 m0 m8 y2 y0 y1 y4 ✓

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 Stirling Minns ✓

Name Gary Edward Bailey ✓

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

MR01

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

All that freehold land and property known as Slydene Church Road Orpington Kent BR6 7SN and land to the north west side of Church Road aforesaid as the same is registered at the Land Registry under title numbers SGL400231 and K21845

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

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

Warrin Shuler

X

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

MR01**Particulars of a charge****Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

Company name

Warners Solicitors

Address 16 South Park

Post town Sevenoaks

County/Region Kent

Postcode

T N 1 3 1 A N

Country

DX DX 30017 SEVENOAKS

Telephone 01732 747900

**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:

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ 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



FILE COPY

DX

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4683478

Charge code: 0468 3478 0010

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st August 2014 and created by DBS HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th August 2014

Given at Companies House, Cardiff on 20th August 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

modern thinking
traditional values

WARNERS
solicitors

WE HEREBY CERTIFY THAT THIS IS A TRUE COPY
OF THE ORIGINAL DOCUMENT

.....
WARNERS LAW LLP OF - 16 SOUTH PARK
SEVENOAKS KENT TN13 1AN
DATED 1 Aug 2014

Dated

1 August 2014

Second charge

Syldene Church Road Orpington Kent BR6 7SN

DBSHomes Limited (1)

Mr A S Minns and Mrs G E Bailey (2)

OUR REF MOD/DBS/2/6 - DOC Second Charge F

Warners Solicitors 16 South Park Sevenoaks Kent TN13 1AN

Telephone 01732 747900 Fax. 01732 747919 DX. 30017 Sevenoaks

Title Numbers

: SGL400231 and K21845

Property

Syldene Church Road Orpington Kent BR6 7SN
and Land to the north west side of Church Road
aforesaid

Date

1 August 2014

1 In this charge

- 1 1 "the Beneficial Owners" mean the Beneficial Owners from time to time as defined in the Declaration of Trust
- 1 2 "the Declaration of Trust" means the declaration of trust dated today to be entered into by the Trustees immediately after this charge
- 1 3 "the First Charge" means the legal charge dated 3 August 2012 made between the Owner (1) and Close Brothers Limited (2) secured on the Property
- 1 4 "the Loan Agreements" means the loan agreements entered into by the Owner with the Beneficial Owners from time to time
- 1 5 "the Loans" mean the Loans as defined in the Declaration of Trust
- 1 6 "the Owner" means DBS Homes Limited (Co No 04683478) whose registered office is Oak House London Road Sevenoaks Kent TN13 1AF
- 1 7 "the Property" means Syldene Church Road Orpington Kent BR6 7SN and Land to the north west side of Church Road aforesaid registered at the Land Registry with Title Absolute under title numbers SGL400231 and K21845
- 1 8 "the Trustees" mean Anthony Stirling Minns and Gary Edward Bailey both of Oak House London Road Sevenoaks Kent TN13 1AF

2 The Owner 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 Owner under this clause

3 In consideration of the Loans paid to the Owner 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 seven hundred and fifty thousand pounds (£750,000)

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 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 -

5 1 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

5 2 an encumbrancer shall take possession or a receiver shall be appointed of the Property or any part thereof

5 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

5 4 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 Owner to be observed and performed

5 5 the Owner sells the Property

6 The provisions of the Law of Property Act 1925 Section 93 (restricting the Trustees' right
of consolidation) shall not apply to this charge

7 The provisions of this charge shall where the context so admits be construed as follows

7 1 the expressions "Owner" and "Trustees" include the persons deriving title under
them

7 2 words importing the masculine gender only include the feminine gender

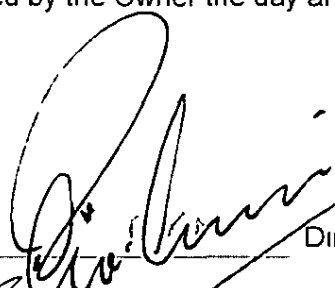
7 3 words importing the singular number only include the plural number


7 4 any reference to a person includes not only an individual but also a company
whether limited or unlimited

8 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 Owner the day and year first before
written

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



Director


Director
5



SIGNED AS A DEED by the said
ANTHONY STIRLING MINNS in
the presence of

}

Anthony Minns

Witness

Signature

Sharon Peck

Name

SHARON PECK

Address

CORSE HOUSE, MAIN ROAD
CROCKHAM HILL TN8 6RB

Occupation

P. A.

SIGNED AS A DEED by the said
GARY EDWARD BAILEY in the
presence of

}

Gary Bailey

Witness

Signature

Sharon Peck

Name

SHARON PECK

Address

CORSE HOUSE, MAIN ROAD
CROCKHAM HILL TN8 6RB

Occupation

P. A.