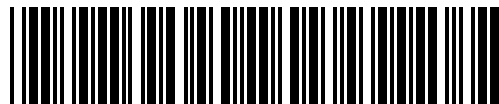




Registration of a Charge

Company Name: **OSMER BUILDING (HAMPSHIRE) LIMITED**

Company Number: **04930326**



Received for filing in Electronic Format on the: **21/04/2021**

XA2VH1XF

Details of Charge

Date of creation: **09/04/2021**

Charge code: **0493 0326 0007**

Persons entitled: **NEWBURY BUILDING SOCIETY**

Brief description: **THE RESIDENTIAL PROPERTY KNOWN AS 60 ALTONA GARDENS,
ANDOVER SP10 4LG TITLE NO HP515133**

Contains fixed charge(s).

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: **RANSON HOUGHTON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4930326

Charge code: 0493 0326 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th April 2021 and created by OSMER BUILDING (HAMPSHIRE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st April 2021 .

Given at Companies House, Cardiff on 22nd April 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**



NEWBURY
building society

H.M. LAND REGISTRY

Administrative Area: TEST VALLEY

TITLE No: HP515133

PROPERTY: 60 ALTONA GARDENS
ANDOVER
SP10 4LG.

Legal Charge

This legal charge is an important legal document. The lender recommends that you take independent legal advice before signing it and do so only if you wish to be legally bound. If you fail to make any payments due in terms of this legal charge you may lose the property and other assets charged.

Date: 9 April 2021

Between:

LENDER	NEWBURY BUILDING SOCIETY 17 Bartholomew Street, Newbury, Berkshire RG14 5LY
THE BORROWER	OSMER BUILDING (CHAMPSHIRE) LIMITED

NOW THIS DEED WITNESSES and it is agreed and declared as follows:
In this Charge the following terms shall have the following meanings:

CHARGE	means this legal charge and the terms set out in the separate document called Newbury Building Society Commercial Mortgage Conditions 2010 ("the Conditions") and the Facility Letter
EXPENSES	means all interest commission fees and legal and other costs charges and expenses which the Lender or any Receiver may charge or incur in relation to this Charge the Property and the breach of any provision of and the protection realisation or enforcement of this Charge in each case on a full indemnity basis
FACILITY LETTER	means the facility letter dated 25 February 2021 and made between the parties hereto and any variation amendment or extension thereof or supplement thereto from time to time in force
PROPERTY	means the freehold leasehold property known as: 60 ALTONA GARDENS ANDOVER HAMPSHIRE SP10 4LG Registered at the Land Registry with title number: HP515133
SECURED LIABILITIES	means all money obligations and liabilities whatsoever whether for principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Borrower to the Lender under the terms of the Facility Letter this Charge or otherwise whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever and including but without limitation all Expenses and so that interest shall be computed and compounded on the terms agreed between the parties or if not agreed according to the usual practice of the Lender as well as before any demand or judgment. The Secured Liabilities are not any money and liabilities arising by virtue of a credit agreement falling within Part IV of the Consumer Credit Act 1974 unless otherwise agreed

Form of charge filed at the Land Registry under reference MD140F

1. **Covenant to pay**

The Borrower covenants with the Lender that the Borrower will pay to the Lender or discharge all Secured Liabilities on the due date or dates for payments or discharge or immediately on demand by the Lender

2. **Security**

The Borrower with full title guarantee and as continuing security for the payment and discharge of the Secured Liabilities charges assign or transfers (as appropriate) in favour of the Lender:-

2.1 by way of legal mortgage all of its legal interests in the Property

2.2 by way of fixed charge:-

2.2.1 any other interests of the Borrower in the Property (including any shares or membership rights arising by virtue of the ownership of the Property) and in any goodwill of any business carried on at the Property

2.2.2 all rental and any other money payable under any lease licence or any other interest created in respect of the Property

2.2.3 all present and future rights licences guarantees deposits contracts covenants and warranties relating to the Properties

2.2.4 the proceeds of any insurance in respect of the Property

and if the Borrower is not an individual:-

2.2.5 all fixtures and fittings plant and equipment and other assets of the Borrower present at the Property (not forming part of the Borrower's trading stock)

3. **Discharge**

If the Borrower shall pay to the Lender the Secured Liabilities in accordance with the covenants contained in this Charge the Lender at the request and cost of the Borrower will duly discharge this Charge

4. **Registered Land**

The Borrower hereby applies to the District Land Registrar for a restriction in the following terms to be entered on the register of the Borrower's title to the Property: "No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [date] in favour of Newbury Building Society referred to in the charges register"

5. **Further advances**

This deed is made for securing (but the Lender is not obliged to make) further advances

IN WITNESS whereof this Legal Charge has been duly executed as a deed and is intended to be and is delivered on the date first above written

SIGNED AS A DEED

If the Borrower comprises individuals:

Executed by the Borrower in the presence of the Witness

Borrower

Witness (signature, name and address)
(each signature must be separately witnessed)

If the Borrower is a corporate entity:

Executed by the Borrower acting by a director and secretary, by two directors or by a director in the presence of a witness

Director

C. OSMER

Secretary/Director

P. OSMER

N.M. BARRY WALTON (signature, name and address)

SOLICITOR

MESSRS RANSON HOUGHTON

1/5 BRIDGE STREET

ANDOVER HANTS

SP10 1DE