

# MR01

## Particulars of a charge

laserform

000683/46



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

☒ **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 MR0

For further information, please  
refer to our guidance at  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

This form **must be delivered to the Registrar for registration with  
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. It  
must be scanned and placed on the public record. **Do not send the original.**



\*A5IF266J\*  
A20 26/10/2016 #226  
COMPANIES HOUSE

### 1 Company details

Company number ☒ 0 5 8 9 0 6 1 5

Company name in full ☒ Donnie Properties Limited

For official use

→ **Filling 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 ☒ 2 1 1 0 2 0 1 6

### 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 ☒ Yorkshire Building Society (trading as Norwich &  
Peterborough Building Society)

Name

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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Particulars of a charge

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

Brief description

By way of legal mortgage all legal interest in the freehold land known as Unit 1, Belvedere Industrial Estate Fishers Way Belvedere Kent DA17 6BS as registered under title number SGL515683

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

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

Imin Mitchell LLP

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 **Kelly Sawyer**

Company name **Irwin Mitchell LLP**

Address **Brunel House**

**21 Brunswick Place**

Post town **Southampton**

County/Region **Hampshire**

Postcode 

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Country **England**

DX **2003 Southampton**

Telephone **023 8083 1247**

**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 £23 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 5890615

Charge code: 0589 0615 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st October 2016 and created by **DONNIE PROPERTIES LIMITED** was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th October 2016

De

Given at Companies House, Cardiff on 2nd November 2016



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**



**NORWICH & PETERBOROUGH  
BUILDING SOCIETY**

## MORTGAGE DEED (NON CHARITIES)

WE HEREBY CERTIFY THIS  
TO BE A TRUE COPY OF  
THE ORIGINAL DOCUMENT

Irwin Mitchell LLP 24/10/2016  
IRWIN MITCHELL LLP

THE SOCIETY

YORKSHIRE BUILDING SOCIETY (TRADING AS NORWICH &  
PETERBOROUGH BUILDING SOCIETY)

PRINCIPAL OFFICE

Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ

THE DATE

The

21

day of October 2016

THE PROPERTY

The freehold property known as  
Unit 1, Belvedere Industrial Estate Fishers Way  
Belvedere  
Kent  
DA17 6BS

Title Number SGL515683

THE BORROWER

Donnie Properties Limited (Company Number 05890615) of 16-18 Woodford Road London E7 0HA

Form of charge filed at the Land Registry under reference MD 1252W

- 1 **THIS DEED** incorporates the Norwich & Peterborough Commercial Mortgage Conditions 2014 ("NPCMC") and if and so long as the Borrower is a member of the Society the Rules for the time being of the Society
2. **THE** Borrower executes this Deed to secure a loan from the Society and agrees to be bound by the terms upon which the loan was offered
- 3 **AS** security for the payment or discharge on demand of all monies and liabilities now or after the date of this Deed due, owing or incurred by the Borrower to the Society whatsoever (in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Society), the Borrower with full title guarantee
  - 3.1 **charges** to the Society by way of first legal mortgage the Property together with all buildings erections fixtures fittings and fixed plant and machinery and materials for the time being on the Property or to be erected on it or fixed to or incorporated in all buildings erected or to be erected on the Property and all improvements and additions to it
  - 3.2 **assigns** to the Society the goodwill of the business carried on upon the Property (the "Business")
  - 3.3 **assigns** to the Society the full benefit of all licences held in connection with the Business and also full right to recover and receive all compensation which may at any time become payable to the Borrower by virtue of the Licensing Act 2003 on account of non-renewal of any of the said licences under the provisions of the Licensing Act 2003 and the full benefit of all other licences or certificates held in connection with the Business and all compensation which may become payable in respect of non-renewal of the same
  - 3.4 **assigns** (so far as they are able) to the Society all the Borrower's right title interest and benefit present and future in to and under
    - a) any covenants agreements rights securities obligations and indemnities in any way relating to the Property
    - b) any share or membership rights in any management company relating to the Property
    - c) the right to receive any amounts however arising paid or payable in relation to the Property or any damage or injury to it whether under statute or otherwise
    - d) the right to receive compensation under any statute by reason of any compulsory acquisition requisitioning or other exercise of compulsory powers in relation to the Property or any refusal withdrawal or modification of planning permission relating to the Property or any control or limitation imposed upon or affecting the user of the same and if the Borrower receives any such amount the Borrower shall hold it in trust for the Society
- 4 **THE** mortgage created by this Deed secures further advances but does not oblige the Society to make any further advances
5. **THE** Borrower covenants with the Society to observe and perform the obligations and covenants of the Borrower as set out in the NPCMC and if and so long as the Borrower is a member of the Society to observe the Rules of the Society so far as they are not inconsistent with or varied by the NPCMC or this Mortgage
6. **THE** Borrower irrevocably and by way of security appoints the Society and any person nominated for the purpose by the Society in writing under hand by an officer of the Society (including every receiver appointed by the Society) as attorney for the Borrower in their name and on its behalf to execute seal and deliver (using

the company seal of the Borrower where appropriate) and otherwise effect and do any deed assurance agreement instrument or act which the Borrower ought to execute under the covenants and provisions of this Deed or which may be required or deemed proper in the exercise of any rights or powers of the Society under this Deed or otherwise for any of the purposes of this security

**7.**

**7.1** THE Borrower shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Society may reasonably specify (and in such form as the Society may reasonably require) in favour of the Society or its nominee(s)

(a) to create, perfect, protect and maintain the security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Society provided by or pursuant to this Deed or by law, and/or

(b) to facilitate the realisation of the assets which are, or are intended to be, the subject of the security created by or under this Deed

**7.2** The Borrower shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Society by or pursuant to this Deed

**7.3** Any document required to be executed by the Borrower under this clause 7 will be prepared at the cost of the Borrower

**8.** THE Borrower and the Society apply to the Land Registry for a restriction to be entered on the register of title to the Property as follows

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated in favour of Yorkshire Building Society referred to in the Charges Register "

**9.** THIS Deed is governed by English law The Borrower irrevocably agrees to accept the non-exclusive jurisdiction of the English Courts

**SIGNED** as a Deed by the Borrower in the presence of the witness

SIGNED as a Deed by the said TRACH MEI HOANG )

In the presence of

Witness

(SIGNATURE)

Witness

(PRINT NAME)

Address . . . . . **GRAHAM DAWSON & CO.**

(BLOCK CAPITALS) . . . . . **SOLICITORS**

. . . . . **151 MINSTER HOUSE**

. . . . . **104 HIGH STREET**

. . . . . **BEXLEY, KENT.**

Witness occupation **SOLICITOR**

Executed as a Deed by affixing

THE SEAL of \_\_\_\_\_ )

In the presence of

Director: \_\_\_\_\_

Director/Secretary: \_\_\_\_\_

EXECUTED as a Deed by \_\_\_\_\_ )

\_\_\_\_\_ Limited)

Acting by

a Director in the presence of

Witness

(SIGNATURE)

Witness

(PRINT NAME)

Address: . . . . .

(BLOCK CAPITALS) . . . . .

. . . . .

. . . . .

Witness occupation

. . . . .

SIGNED as a Deed by the said \_\_\_\_\_ )

In the presence of

Witness

(SIGNATURE)

Witness

(PRINT NAME)

Address . . . . .

(BLOCK CAPITALS) . . . . .

. . . . .

. . . . .

Witness occupation

. . . . .

EXECUTED as a Deed by \_\_\_\_\_ )

\_\_\_\_\_ Limited)

Acting by

a Director in the presence of

Witness

(SIGNATURE)

Witness

(PRINT NAME)

Address: . . . . .

(BLOCK CAPITALS) . . . . .

. . . . .

. . . . .

Witness occupation

. . . . .