

MR01

Particulars of a charge



Companies House

242522/23



Go online to file this information
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A fee is 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 MR02

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

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



A06

A5B9RXAZ

15/07/2016

#188

COMPANIES HOUSE

FRIDAY

1 Company details

Company number

08496712

Company name in full

BIRDSTREET
LIMITED

1

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

06 07 2016

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

FLEET MORTGAGES LIMITED

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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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

FLAT 4
27 ELMCOURT ROAD
WEST NORWOOD
SE27 9BX

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 statement¹

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**

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 **SALLY JEZARD**Company name **COOK TAYLOR****WOODHOUSE**Address **12 HIGH STREET**Post town **DARTFORD**County/Region **KENT**Postcode **DA1 1BY**Country **ENGLAND**DX **31904 DARTFORD**Telephone **01322 394179****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**

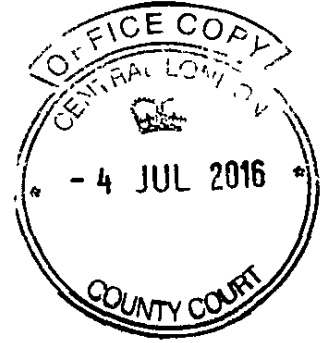
For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



IN THE COUNTY COURT AT CENTRAL LONDON
ROYAL COURTS OF JUSTICE
CHANCERY BUSINESS
Before District Judge Hart
IN THE MATTER OF BIRD STREET LIMITED
AND IN THE MATTER OF THE COMPANIES ACT 2006

Case No 836/2016



UPON the application by Claim filed on of the above-named Company ("the Claimant")

AND UPON hearing Counsel for the Applicant Harriet Ter-Berg

AND UPON reading the evidence

AND UPON the court being satisfied that the omission to deliver to the Registrar of companies pursuant to section 859A of the Companies Act 2006 the legal charge dated 6th January 2016 hereinafter mentioned, together with the prescribed particulars thereof, was due to inadvertence and that it is just and equitable to grant relief.

IT IS ORDERED THAT Pursuant to section 859F of the said Act that the time for delivering to the Registrar of Companies for registration of the Legal Charge dated 6th January 2016 and made between the Claimant Bird Street Limited of 65 Morden Hill, London, SE13 7NP of the one part and Fleet Mortgages Limited (Comp no 08663979) of the other part of certain land and property known as Flat 4 Elmcourt Road, West Nrowood, SE27 9BX to secure repayment of the sum of £145,785 00 and interest thereon at the rate of 4.29 per cent per annum be extended to 25th July 2016.

AND IT IS ORDERED THAT.

The Claimant do deliver and Office Copy of this Order to the Registrar of Companies.

AND THIS ORDER is without prejudice to the rights of any person acquired during the period between the date of the creation of the said Legal Charge and the date of its actual registration.

Dated.4th July 2016



To. Cook Taylor Woodhouse
First Floor Warneford House,
St Leonards Road,
Allington,
Maidstone
ME16 0LS





CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8496712

Charge code: 0849 6712 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th January 2016 and created by BIRD STREET LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th July 2016

DX

Given at Companies House, Cardiff on 21st July 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Mortgage Deed.

Account No: 1100003143

Date 6th January 2016

we, us and our means Fleet Mortgages Limited of 2nd Floor, Flagship House, Reading Road North, Fleet, Hampshire, GU51 4WP (registered in England and Wales as company number 08663979) and anyone who at any time in the future is entitled (as legal, equitable or beneficial owner) to all or any of the lender's and/or mortgagee's rights under any of the **mortgage documents** (including as a result of a **mortgage transfer**, a merger or consolidation with another person, a take-over and/or a group reorganisation) (each being a mortgagee)

conditions means Fleet Mortgages - Mortgage Conditions 2014 - Version 2

you and your means (insert full name and address of each borrower)

- (1) BIRD STREET LIMITED.
- (2)
- (3)
- (4)

and (if there is more than one) all of them together (and includes that person's personal representatives, and any person to whom title to the **property** passes) (each being a mortgagor and borrower)

The **property** means

TITLE NO

FLAT 4, 27 ELMHURST ROAD
WEST WORMWOOD

Postcode

SE27 9BX

including existing and future fixtures, fittings, alterations and additions

This mortgage deed is made on the above Date between **you** as mortgagor(s) and **us** as mortgagee

- 1 In this Mortgage Deed, a number of words and phrases are printed in bold type because they have a special meaning. The meaning of some of these words and phrases is explained in the boxes above. The meaning of other words and phrases printed in bold type is explained in the **conditions**
- 2 This mortgage deed incorporates all of the provisions set out in the **conditions** and the **mortgage offer**
- 3 **You** acknowledge receipt of -
 - 3 1 the **initial advance**,
 - 3 2 a copy of the **conditions**,
 - 3 3 the **mortgage offer**, and
 - 3 4 the latest edition of the **tariff**
- 4 **You** charge to **us** with full title guarantee as continuing security for the payment and discharge of all the **secured liabilities** -
 - 4 1 the **property** by way of legal mortgage,
 - 4 2 the **ancillary assets** by way of fixed charge, and
 - 4 3 (if **you** are a body corporate only) **your** business and all **your** other assets present and future by way of floating charge
- 5 This mortgage deed secures **further advances** if **we** make them but **we** are not obliged to do so



Mortgage Deed.

- 6 You consent to and apply for the registration of the following restriction against 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 the entry of this registration is to be registered without written consent signed by the proprietor for the time being of the charge dated [] in favour of Fleet Mortgages Limited referred to in the charges register"
- 7 This mortgage deed, and any non-contractual aspects arising in connection with it, are governed by English law

This is an important legal document.

If **you** sign this document **you** will be legally bound by the **mortgage documents**. We will be entitled to enforce **our** rights against **you** and the **property** if **you** fail to comply with **your** obligations under the **mortgage documents**.

Please note that brokers, other intermediaries or persons who may have introduced **you** to **us** and/or provided **you** with assistance, advice or other services in connection with **your** mortgage **advance** are not **our** agents and have no authority from **us** to make representations as to the effect of the **mortgage documents**, **your** liabilities under them or their suitability for **you**. No one other than a member of our staff has any authority to provide **you** with information on **our** behalf to **you** about the **mortgage documents**.

Also, other information provided by **us** (including in previous discussions, illustrations, quotations or representations) is superseded by the **mortgage documents**. Therefore, **you** must not rely upon any of that superseded information.

You should not sign this document unless **you** have read and understood the **mortgage documents**, and **you** have obtained such legal and other advice as **you** consider appropriate and then decided that **you** want to be legally bound by the **mortgage documents**.

IF YOU FAIL TO KEEP UP WITH PAYMENTS ON YOUR MORTGAGE A RECEIVER OF RENT MAY BE APPOINTED AND/OR YOUR RENTAL PROPERTY MAY BE REPOSSESSED.

Signed and delivered as a deed by each of you on the Date stated at the top of this mortgage deed
Individual(s)

Each signature to be separately witnessed but the witness can be the same person. Each witness must be over 18 years, not be a relative of a borrower and not reside in the **property**.

SIGNATURE(S)

(1) EXECUTED AS A DEED BY
BIRD STREET LIMITED
ACTING BY A DIRECTOR

(2) JULIE LOUISE DAVIES

(3)

(4)

WITNESS(ES) Signature, name (in capitals) and address.

(1)  N.J. HARPER M.A.
A SOLICITOR EMPOWERED
TO ADMINISTER OATHS

(2) Hepburns Solicitors LLP
Unit 1, Blackwater Court
17-21 Blackwater Street
Dulwich, London SE22 8SD
Telephone 020 8299 3376

(3)

(4)

