### Registration of a Charge

Company name: KINGSGATE HOMES LIMITED

Company number: 08691728

Received for Electronic Filing: 11/02/2021



# **Details of Charge**

Date of creation: 11/02/2021

Charge code: 0869 1728 0007

Persons entitled: WEST BROMWICH COMMERCIAL LIMITED

Brief description: CHARGE OVER 16 IVY HOUSE ROAD WHITSTABLE KENT CT5 1PL

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: C FOX



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8691728

Charge code: 0869 1728 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th February 2021 and created by KINGSGATE HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th February 2021.

Given at Companies House, Cardiff on 12th February 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





WBCL Legal Charge over Property only (no floating or related asset charge)

#### LEGAL CHARGE

**SECURITY PROVIDER: Kingsgate Homes Limited** whose registered number is 08691728 and whose address for the service of notices is Canterbury Innovation Centre University Road Canterbury Kent CT2 7FG

**LENDER: WEST BROMWICH COMMERCIAL LIMITED** whose registered number is 5285783 and address for the service of notices is 2 Providence Place, West Bromwich, B70 8AF

DATE:

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11 February 2021

# THIS DEED WITNESSES as follows:

#### 1. COVENANT TO PAY

The/Each Security Provider covenants with the Lender to pay discharge and satisfy the Loan Obligations in accordance with their respective terms and to indemnify the Lender against any losses, costs, charges, expenses and liabilities arising from any breach or failure to pay, discharge and satisfy the Loan Obligations in accordance with their respective terms.

#### 2. LEGAL CHARGE

The/Each Security Provider charges with full title guarantee in favour of the Lender, with the payment and discharge of the Loan Obligations, by way of first legal mortgage, the property specified in the Schedule (the "Mortgaged Property").

#### 3.' LAND REGISTRY

#### 3.1 Application for restriction

- (a) In relation to land and buildings comprised within the Mortgaged Property title to which is registered or is to be registered at the Land Registry, the Security Provider consents to an application being made to the Chief Land Registrar for registration of a restriction on the register of title of all such present and future registered freehold, leasehold or commonhold property (and any unregistered properties subject to compulsory first registration at the date of this Deed).
- (b) The Security Provider confirms that so far as any of the Mortgaged Property is unregistered, such land is not affected by any disclosable overriding interests within the meaning of the Land Registration Act 2002 or the Land Registration Rules 2003.

## 4. GENERAL CONDITIONS

The Commercial Mortgage Conditions 2018 (the "General Conditions") are incorporated into and form part of this Legal Charge. Terms and phrases defined in the General Conditions bear the same meaning in this Legal Charge, unless separately defined in this Legal Charge.

THIS LEGAL CHARGE has been executed as, and is intended to take effect as, a deed by the/each Security Provider with effect from the date written above.

#### SCHEDULE

# MORTGAGED PROPERTY

# Registered Land

Country and District (or Address or Description London Borough)

Title Number

16 Ivy House Road Whitstable Kent CT5 1PL

K313342

**Unregistered Land** 

#### **EXECUTION PAGE**

## Security Provider

Executed as a deed by Kingsgate Homes Limited acting by two directors

Signature of Director Name of Director

John Christopher Chudleigh

Signature of Director/Secretary Name of Director/Secretary

Natasha Chudleigh