



**Registration of a Charge**

Company name: **ROCKY PROPERTIES AND INVESTMENT LTD**

Company number: **08822551**



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Received for Electronic Filing: **20/06/2016**

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**Details of Charge**

Date of creation: **20/06/2016**

Charge code: **0882 2551 0002**

Persons entitled: **MASTHAVEN PROPERTY FINANCE LIMITED**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS PLOT 3, 51 CHAPMAN ROAD,  
CANVEY ISLAND SS8 7QS REGISTERED AT H M LAND REGISTRY UNDER  
TITLE NUMBER EX928000**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **BRIGHTSTONE LAW LLP**



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

Company number: 8822551

Charge code: 0882 2551 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th June 2016 and created by ROCKY PROPERTIES AND INVESTMENT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th June 2016 .

Given at Companies House, Cardiff on 21st June 2016

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

DATED 20<sup>th</sup> June 2016

**MASTHAVEN PROPERTY FINANCE LIMITED**

and

**ROCKY PROPERTIES AND INVESTMENT LIMITED**

**LEGAL CHARGE**

- relating to -

Plot 3, 51 Chapman Road, Canvey Island SS8 7QS

**THIS LEGAL CHARGE** is made the 20th day of June 2016

- (1) **MASTHAVEN PROPERTY FINANCE LIMITED** (CRN 07459330) whose registered address is situate at Palladium House, 1-4 Argyll Street, London W1F 7TA ("the Lender")
- (2) **ROCKY PROPERTIES AND INVESTMENT LIMITED** (CRN 08822551) of 7 St Martins Close, Erith, Kent DA18 4DZ ("the Mortgagor")

**RECITALS**

- (1) The Mortgagor is seized for a legal estate in fee simple of the property described in the Schedule to this Deed subject as mentioned in Schedule 1 but free from encumbrances.
- (2) The Lender has agreed to enter into this Deed upon having repayment of monies due to it with interest secured in the manner set out below

**NOW THIS DEED WITNESSES** as follows:-

1. **Definitions**

In this legal charge:-

- 1.1. "the Mortgagor" means the said Rocky Properties and Investment Limited (CRN 08822551) of 7 St Martins Close, Erith, Kent DA18 4DZ
- 1.2. "the Act" means the Law of Property Act 1925
- 1.3. if the Mortgagor consists of more than one person the term "the Mortgagor" shall be construed as referring to all or any one or more of those persons and the obligations of the Mortgagor shall be joint and several; and
- 1.4. the expression "the Lender" shall include its successors and assigns

2. **Legal Charge**

The Mortgagor with full title guarantee charges the property referred to in Schedule 1 below ("the Property") by way of First legal mortgage as a continuing security to the Lender for the payment or discharge by the Mortgagor on demand by the Lender of all present and future indebtedness of the Mortgagor to the Lender on any current advance loan or other account whatsoever whether present or future actual or contingent (including liabilities as surety or guarantor) and all costs, charges and expenses owed to or incurred directly or indirectly by the Lender in relation to this security or any other security held by the Lender in connection with any other facilities offered to the Mortgagor or in relation to the exercise of any other powers conferred by or the enforcement of any such security or in relation to any such indebtedness or liabilities on a full and unlimited indemnity basis together with in all cases all interests commissions and charges according to the Lender's terms current from time to time, and so that interest shall be payable at the same rate as well after as before any judgement. At any time when the Mortgagor is more than one person, then in each case those persons shall be jointly and severally liable for:

- (i) the respective obligations arising by virtue of this Legal Charge
- (ii) the amounts and the loan secured by this Legal Charge

2.2 The Mortgagor as legal Owner with Full Title Guarantee hereby (to the intent that the security so constituted shall be a continuing security) charges in favour of the Lender with the payment and discharge of present and future indebtedness:-

- (i) by way of First fixed charge or proceeds of any insurance effected in respect of the Property described in the Schedule.
- (ii) by way of First fixed charge the goodwill of any business carried on by the Mortgagor in and from the Property described in the Schedule from time to time.

- (iii) by way of first equitable assignment all the Mortgagors Rights, Title and interest in the benefit of all guarantees, warranties and representations given or made now or hereafter by and any rights and remedies against all or any of the designers, builders, contractors, professional advisors, subcontractors, manufacturers, suppliers and installers of any fixtures in each case as far as the same relate to the Property described in the Schedule.
- (iv) by way of mortgage the benefit of the Landlord to and in any occupation leases and any rents.
- (v) by way of floating charge all the undertaking and all the Property and assets of the Mortgagor.

3. **Assignment of Benefit of Contract**

- 3.1. If any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by an encumbrance having priority over the security against the Property the Lender or any receiver appointed by it may redeem that prior encumbrance or procure the transfer of it to itself and may settle and pass the accounts of any encumbrance entitled to such prior security.
- 3.2. All the principal money interest costs charges and expenses of and incidental to any such redemption or transfer should be repaid by the Mortgagor to the Lender on demand with interest in accordance with clause 6 of this Deed payable from the date of payment by the Lender until repayment by the Mortgagor and until repayment all such sums and interest shall be charged on the Property.
- 3.3. Any accounts settled or passed in connection with any such redemption or transfer shall be conclusive and binding as well between the Lender and any

receiver appointed by it on the one hand and the Mortgagor on the other hand as between such prior encumbrance and the Mortgagor.

4. **Repair and Insurance etc**

4.1. The Mortgagor will keep the Property in a good state of repair and condition and will keep it insured against loss or damage by fire and other usual risks and such other risks as the Lender may require in the full amount of its insurable value in such name or names and in such offices as the Lender approves or at Lloyds and will pay all premiums and money necessary to effect and keep up the insurance on the first day on which payment ought to be made. The Mortgagor will have the interest of the Lender noted on the policy and if the Lender so requires will deliver it to the Lender with the receipt of every premium payable in respect of it.

4.2. If at any time default is made in keeping the Property in the required state of repair or in effecting or keeping up the insurance or producing any policy or receipt to the Lender on demand the Lender may put or keep the Property in repair (with power to enter upon the Property for that purpose but without in consequence becoming a mortgagee in possession) or may insure in any such manner which the Lender may think expedient. All costs incurred by the Lender under this provision shall be deemed to be properly incurred by the Lender.

4.3. The Mortgagor will not without the previous consent of the Lender (and only to the extent permitted by and in accordance with any conditions attached to the consent) make any structural or material alterations to, or pull down or remove any or any part of any buildings fixtures and fittings services and service media in or upon or associated with the Property nor carry out any

operation or use the Property for any use which is a development within the provisions of the Town and Country Planning Act 1990.

4.4. The Mortgagor will punctually pay and indemnify the Lender against all rates taxes levies assessments impositions and outgoings whatsoever (whether governmental municipal contractual or otherwise) which may be or may become imposed upon in respect of the Property or any part of it.

4.5. The Mortgagor shall not without the previous consent in writing to the Lender (and then only to the extent permitted by and in accordance with any condition attached to such consent) create or permit to subsist any mortgage pledge charge encumbrance lien or other security interest in the Property other than this security nor without such consent cause or allow any person to be registered under the Land Registration Acts as proprietor of the Property or any part of it.

5. **Consolidation**

The restriction on the right of consolidating mortgage securities that is contained in section 93 of the Act shall not apply to this security.

6. **Payment on demand**

6.1.1 All money secured by this Deed shall be immediately repayable on demand, or otherwise in accordance with the terms of the related facility letter.

6.1.2 Failing immediate payment of any money so demanded this security shall become immediately enforceable:-

and the power of sale conferred on mortgagees by the Act shall in relation to clause 6.1.1 and/or 6.1.2 become immediately exercisable with respect to the whole or any part of the Property without the restrictions contained in the Act as to the giving of



notice or otherwise. In particular section 103 of the Act shall not apply to this security

- 6.1.3 No purchaser from the Lender shall be entitled or required to inquire or shall be affected by notice as to whether demand has or has not been made.

7. **Leasing and Surrenders**

The Mortgagor shall not exercise any of the powers of leasing or of accepting surrenders of leases conferred by sections 99 and 100 of the Act or by common law but the Lender shall be entitled to grant or accept surrenders of leases without restriction.

8. **No separate rights as surety**

None of the persons included in the expression "the Mortgagor" shall as against the Lender be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness or liabilities of any of the other persons included in the expression "the Mortgagor"

9. **Indulgence**

The security shall not be affected or prejudiced by the Lender holding or taking any other or further securities or guarantees or by its varying releasing exchanging or enforcing or omitting or neglecting to enforce any such securities or guarantees or by varying renewing or determining any credit in each case either to the Mortgagor or to the Mortgagor or both or by renewing bills of exchange promissory notes or other negotiable instruments or giving time for payment or granting any other indulgence to or making any other arrangement with or accepting any composition in each case

either from the Mortgagor or the Mortgagor or both or any person or persons liable on any bills of exchange promissory notes or other negotiable instruments or securities or guarantees held or to be held by the Lender or by any other act or thing which (apart from this clause) would or might afford an equitable defence to a surety

10. **Effect of Bankruptcy etc**

10.1. If the Mortgagor becomes Bankrupt or has a Bankruptcy order made against him or makes an offer of composition or arrangement with his creditors or (being a company) goes into liquidation the Lender may prove for the whole of the money owing by the Mortgagor in the same manner as if this security had not been created and may agree to receive any composition in respect of it and receive and retain the whole of the dividends composition or other payments in respect of it and apply them in or towards satisfaction of any money due from the Mortgagor.

10.2. The Mortgagor may not claim to have the benefit of any such proof dividends composition or other payments in reduction of the amounts receivable by virtue of this security or the benefit of any other security which the Lender may now or subsequently hold until the Lender has received the full amount then due to it. The Lender may enforce such security notwithstanding any such proof dividends composition or other payments as stated above and notwithstanding any such security.

10.3. Any settlement or discharge between the Lender and the Mortgagor shall be subject to the condition that no security or payment to the Lender by the Mortgagor or any other person is voided or reduced by virtue of any

provisions or enactments relating to administration bankruptcy liquidation or insolvency for the time being in force. If any such security or payment is so voided or reduced the Lender shall be entitled to recover the value or amount of it from the Mortgagor subsequently just as if such settlement or discharge had not occurred

11. **Lender's dealings with money received**

The Lender may at any time place any money received recovered or realised by virtue of this security or under any other guarantee or security to the credit either of the Mortgagor or such other person or transaction (if any) as it thinks fit and keep it there for such time as it thinks prudent without any intermediate obligation on its part to apply the money or any part of it in or towards the discharge of any money due from the Mortgagor or any intermediate right on the part of the Lender to sue the Mortgagor or prove bankruptcy liquidation or insolvency of the Mortgagor in competition with or so as to diminish any dividend or other advantage that would or might come to the Lender or to treat the liability of the Mortgagor as diminished

12. **Continuing Security**

This charge shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Property or to any other property or any other security which the Lender may now or at any time in the future hold and shall continue in full force and effect as a continuing security until discharged.

13. **Demands**

Any demand made by the Lender under this deed must be in writing signed by any of its officers and/ or its solicitors and may be served by leaving at or sending through the post in a pre-paid envelope addressed to the company firm or person on whom the demand is to be made at the address last known to the Lender as the registered or principal office or as the case may be place of business or abode of that company firm or person. A demand so served shall be effective (notwithstanding that it may later be returned undelivered) at the time it was so left or as the case may be at the expiry of the 48 hours after it was posted excluding Saturdays and Sundays and Lender or public holidays

14. **Lender's powers and rights**

14.1. **Extension of Statutory Powers**

14.1.1. The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit

14.1.2. By way of an extension of the powers contained in the Law of Property Act 1925 sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under or accept surrenders of leases of the Property or any part or parts of it or agree to do so

without restriction in such manner and on such terms and conditions as he shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 sections 99 and 100 shall be deemed to have been enacted with the omission of sections 99(18) and 100 (12).

14.1.3. At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise the power which a receiver appointed by him could exercise.

14.1.4. The powers granted or extended by this clause shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Mortgagor or any other interested person whether in negligence or otherwise.

14.2. Powers in respect of furniture and effects

14.2.1. At any time after this security has become enforceable the Lender may as agent for and on behalf of the Mortgagor and at the expense of the Mortgagor remove store preserve sell or otherwise dispose of any livestock or any furniture effects chattels or other items situate at or in the Property which are not charged by this mortgage

14.2.2. The Lender will have no liability to the Mortgagor for any loss incurred in connection with such removal storage preservation sale or disposal.

14.2.3. The Lender will pay any net proceeds of any sale (after payment of removal storage preservation costs and the costs of the sale) to the Mortgagor on demand.

14.2.4. The provisions of this clause are not intended to grant the Lender any rights in or any charge or security over any livestock furniture effects chattels or other items or the proceeds of any sale of them so as to constitute this security a bill of sale.

14.3. Power to appoint a receiver

14.3.1. At any time after this security becomes enforceable or at the request of the Mortgagor the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property

14.3.2. The Lender may at any time and from time to time in like manner remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver

14.3.3. The Lender may either at the time of appointment or at any time subsequently and from time to time fix the remuneration of any receiver so appointed.

14.3.4. None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply.

14.3.5. Where more than one receiver is appointed they shall have the power to act severally.

14.3.6. Any receiver so appointed shall be the agent of the Mortgagor for all purposes and the Mortgagor shall be solely responsible for his acts or defaults and for his remuneration.

14.3.7. Any receiver so appointed shall have all the powers conferred on mortgagees or receivers of the Law of Property Act 1925 (but without the restrictions contained in section 103 of that Act) and on administrative receivers by the Insolvency Act 1986 Schedule I except to the extent to which those powers are expressly or impliedly excluded by the terms of this Deed. In the event of ambiguity or conflict the terms of this Deed shall prevail.

14.3.8. In addition any receiver so appointed shall have the power at his discretion to such extent and upon such terms as he may in his absolute discretion think fit and notwithstanding the bankruptcy death or insanity of the Mortgagor do or omit to do anything which the Mortgagor could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power:

14.3.8.1. to take possession of collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Mortgagor or otherwise;

14.3.8.2. to manage or carry on or concur in carrying on any business of the Mortgagor;

- 14.3.8.3. to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;
- 14.3.8.4. to sell (whether by public auction or private contract or otherwise) lease vary renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 and sections 99 and 100) of or otherwise dispose of or deal with all or any part of the Property or to concur on doing so whether in the name or on behalf of the Mortgagor or otherwise;
- 14.3.8.5. to seize or sever all or any fixtures at or in the Property other than and except trade machinery as defined in the Bills of Sale Act 1878 and sell the same separately from the Property or its site;
- 14.3.8.6. to settle arrange compromise or submit to arbitration any accounts claims questions or disputes whatsoever which may arise in connection with any business of the Mortgagor or the Property or in any way relating to this security;
- 14.3.8.7. to bring take defend compromise submit to arbitration or discontinue any actions suits or proceedings



whatsoever whether civil or criminal in relation to the matters referred to in clause 14.3.8.6;

14.3.8.8. to disclaim abandon or disregard all or any outstanding contracts of the Mortgagor and to allow time for payment if any debts either with or without security

14.3.8.9. to repair insure manage protect improve enlarge develop build complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions approvals consents or licences;

14.3.8.10. to acquire by purchase lease or otherwise any further property assets or rights;

14.3.8.11. to appoint employ and dismiss managers officers contractors and agents;

14.3.8.12. to do (whether in the name of the Mortgagor or otherwise) all such acts and things as he may consider necessary or desirable for the preservation management improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers

14.3.8.13. All money received by any receiver shall be applied by him:

- 14.3.8.14. in payment of the costs charges and expenses of and incidental to the appointment of the receiver the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);
- 14.3.8.15. in payment to the receiver of such remuneration as may be agreed between him and the Lender at or at any time and from time to time after his appointment
- 14.3.8.16. in or towards satisfaction of the amount owing on this security and the surplus (if any) shall be paid to the Mortgagor or other persons entitled to it

15. **Protection of Persons dealing with the Lender or receiver**

No person dealing with the Lender or any receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following interests:

- 15.1. whether this security has become enforceable;
- 15.2. whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable;
- 15.3. the propriety, regularity or purpose of the exercise or purported exercise of any such power;

15.4. whether any money remains due under the security; or

15.5. the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made;

and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

16. **Validity and Severability**

16.1. Each of the provisions of this mortgage is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not be affected or impaired

16.2. If this mortgage is executed by or on behalf of more than one person any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason) the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security

## REGISTRATION

The Mortgagor hereby applies to the Chief Land Registrar to enter the following restriction against the Title referred to in the Schedule:-

"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 Masthaven Property Finance Limited referred to in the Charges Register"

IN WITNESS whereof the Mortgagor has executed this document as a deed the day and year first before written.

## SCHEDULE 1

The Freehold property known as Plot 3, 51 Chapman Road, Canvey Island SS8 7QS registered at H M Land Registry under Title Number EX928000

**SIGNED** as a **DEED** by **ROCKY PROPERTIES AND INVESTMENT LIMITED (CRN 08822551)**

Acting by:

Director \_\_\_\_\_

In the presence of 

Print Name \_\_\_\_\_

Full Address: ..... Solicitors &amp; Commissioners For Oaths .....

Fitzpatrick & Co.

**Solicitors & Commissioners For Oaths**  
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