

MR01

Particulars of a charge



Companies House

102014/23



Go online to file this information
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
instrument Use form

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

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation of the
delivered outside of the 21 days it will be rejected unless it is a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original.



RC2 02/11/2016 #25
COMPANIES HOUSE

1 Company details

Company number 09257741

Company name in full CENTRAL SHROPSHIRE HOLDINGS 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 22/07/2016

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 / TRADE CENTRE DEVELOPMENTS 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.

MR01

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

LAND AND BUILDINGS AT KEMBERTON ROAD HALESFIELD 16,
TELFORD TF7 4QS

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)

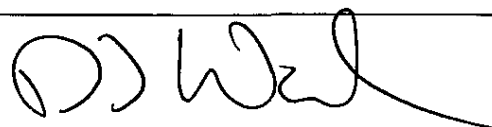
9

Signature

Please sign the form here

Signature

Signature

X  X

This form must be signed by a person with an interest in the charge.

MRO1

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
duncan ward

Company name
cubism law

Address
1 plough place

Post town
london

County/Region

Postcode
E C 4 A 1 D E

Country
UK

DX
DX 477

Telephone
02078411188

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
STRAND, LONDON WC2A 2LL
CHANCERY BUSINESS**

District Judge Lambert

In the Matter of Central Shropshire Holdings Limited

and

In the Matter of the Companies Act 2006

UPON the Application by Claim filed on 20 September 2016 by the above named Claimant

AND UPON hearing Counsel for the Claimant

AND UPON reading the evidence

AND UPON the Court being satisfied that the original legal charge is no longer in existence and that a certified copy of the legal charge has been produced to the Court.

AND UPON the Court bring satisfied that the omission to deliver to the Registrar of Companies pursuant to Section 859A of the Companies Act 2006 the legal charge contained in a transfer dated 22 July 2016 made between the Claimant and Defendant 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 Rent Charge (the "Rent Charge") contained in the Transfer dated 22 July 2016 between Trade Centre Developments Ltd of the one part and Central Shropshire Holdings Limited of the other part of certain land and property known as land and buildings at Kemberton Road, Halesfield, 16 Telford TF7 4QS to secure payment of annual rent charge of £4 pa (defined therein as the "First Rent Charge") and all monies falling due pursuant to an estate rent charge (defined therein as the "Common Parts Rent Charge") together with the prescribed particulars thereof is hereby extended to 14 November 2016.

AND IT IS ORDERED THAT: The Claimant do deliver an 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 Rent Charge and the date of its actual registration.

Dated: 24 October 2016

To: Cubism Law
1 Plough Place
London
EC4A 1DE
DX: 477 London Chancery Ln

Ref: PBM.003985-0002





FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9257741

Charge code: 0925 7741 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd July 2016 and created by CENTRAL SHROPSHIRE HOLDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd November 2016

Given at Companies House, Cardiff on 9th November 2016



Companies House



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

Land Registry

Transfer of part of registered title(s)

TP1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement

For example 'edged red'

For example 'edged and numbered 1 in blue'

Any plan lodged must be signed by the transferor

Give full name(s) of all of the persons transferring the property

Complete as appropriate where the transferor is a company

TERRY JONES SOLICITORS & ADVOCATES
WE HEREBY CERTIFY THAT THIS
IS A TRUE COPY OF THE

ORIGINAL

SIGNED Terry Jones DATE 22/7/16

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) out of which the property is transferred. SL185112
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any
3	Property: land and buildings at Kemberton Road, Halesfield 16, Telford, TF7 4QS The property is identified <input checked="" type="checkbox"/> on the attached plan and shown edged red <input type="checkbox"/> on the title plan(s) of the above titles and shown.
4	Date: 22nd July 2016
5	Transferor: TRADE CENTRE DEVELOPMENTS LIMITED whose registered office is situate at 131 Edgware Road London W2 2AP <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: Company Registration No 03646913 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix
6	Transferee for entry in the register: CENTRAL SHROPSHIRE HOLDINGS LTD <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: company number 09257741 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12

Place 'X' in any box that applies

Add any modifications

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary

The registrar will enter a Form A restriction in the register *unless*

- an 'X' is placed
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants

Please refer to Joint property ownership and practice guide 24 private trusts of land for further guidance. These are both available on the GOV.UK website

Use this panel for

- definitions of terms not defined above
- rights granted or reserved

7 Transferee's intended address(es) for service for entry in the register 1 Brassey Road, Old Potts Way, Shrewsbury, Shropshire, SY3 7FA and Unit 1, Kemberton Road, Halesfield 16, Telford, TF7 4QS

8 The transferor transfers the property to the transferee

9 Consideration

☒ The transferor has received from the transferee for the property the following sum (in words and figures) TWO HUNDRED AND SEVENTY NINE THOUSAND NINE HUNDRED AND NINETY NINE POUNDS (£279,999 00) PLUS VAT OF FIFTY FIVE THOUSAND NINE HUNDRED and NINETY NINE POUNDS EIGHTY PENCE (£55,999 80)

☐ The transfer is not for money or anything that has a monetary value

☐ Insert other receipt as appropriate.

10 The transferor transfers with

☒ full title guarantee

☐ limited title guarantee

11 Declaration of trust The transferee is more than one person and

☐ they are to hold the property on trust for themselves as joint tenants

☐ they are to hold the property on trust for themselves as tenants in common in equal shares

☐ they are to hold the property on trust

12 Additional provisions

resinc.
other c
agreement
any requ
other

try in the
Halesfield

restrictive covenants
other covenants
agreements and declarations
any required or permitted statements
other agreed provisions

The prescribed subheadings may be added to, amended, repositioned or omitted

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2

Definitions

Common Parts Rent Charge; an estate rentcharge forever charged on and issuing out of the Property and payable annually and calculated in accordance with Clause 6 of the section of this Clause 12 headed "Other Matters" and paid in accordance with the provisions thereof

Drive: the area shown coloured green on the plan attached

Due Proportion: a fair and reasonable proportion of the cost according to user as agreed between the parties or calculated by the surveyor of the party incurring the expenditure (acting professionally)

First Rentcharge: means a perpetual yearly estate rentcharge of £4 00 forever charged on and issuing out of the Property

Rentcharge Payment Date; the date of completion of this Transfer and thereafter 1st January in each year or such other date as the Transferor shall determine

Septic Tank: the septic tank situate under the Property and the Service Media running to the Septic Tank from the Retained Land under the Property and the Service Media leading from the septic tank to the Retained Land under the Property

Service Media: all media for the supply or removal of electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities, and all structures, machinery and equipment ancillary to those media

Retained Land: means the Transferors land remaining in title numbers SL126673 and SL185112

Transferee: includes the Transferee and all successors in title to each and every part of the Property

Transferor: includes the Transferor and all successors in title to each and every part of the Retained Land

Rights granted for the benefit of the property

1 1 The following rights are granted by this transfer for the benefit of the Property in common with all others so authorised ("Rights")

(a) the right to use and to connect into Service Media (including adopted and statutory undertakers services) on or under these parts of the Retained Land as are not built upon which are in existence at the date of this lease, or which are installed or constructed during the period of 80 years from the date hereof and the right to lay new Service Media and connections from Property to such Service Media under the Retained Land

(b) the right to use the Septic Tank and the Service Media leading to and from the Septic Tank which are located under the Property thereto and to make connections to the Septic Tank and such Service Media and any replacements which are installed or constructed (subject to not overloading the same), and further the right to inspect maintain empty repair renew and replace the Septic Tank and the Service Media leading to and from the Septic Tank and lay new Service Media and connections to and from the Septic Tank,

(b) the right at all times of the day and night to pass and repass over and along the Drive with or without vehicles,

(c) the full and free right to develop the Property as the Transferee may think fit,

(d) the right to build on or into any boundary wall of the Retained Land in connection with any of the Rights

(e) the right of support and protection from the Transferor's adjacent Retained Land and the buildings erected on the Retained Land

1 2 The Rights may be exercised by the Transferee and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Transferee

1 3 No party exercising any of the Rights, nor its workers, contractors, agents or professional advisors, shall be liable to the Transferor or other occupier of or person at the Retained Land for any loss, damage, injury, nuisance or inconvenience arising by reason of the exercise of any of the Rights except for

(a) physical damage to the Retained Land, or

(b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Transferee from excluding liability

any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2

Rights reserved for the benefit of other land

1 1 The following rights are excepted and reserved from this transfer for the benefit of the Retained Land (the "Reservations") notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially affect the use and enjoyment of the Property

(a) the right to use and to connect into Service Media (including adopted and statutory undertakers services) on or under the Property which are in existence at the date of this lease, or which are installed or constructed and the right to lay new Service Media and connections from the Retained Land under the Property to such Service Media,

(b) the right to use the Septic Tank and the Service Media leading to and from the Septic Tank which are located under the Property thereto and to make connections to the Septic Tank and such service media and any replacements which are installed or constructed together with the right to enter upon the Property with or without vehicles and equipment to inspect maintain empty repair renew and replace the Septic Tank and the Service Media leading to and from the Septic Tank and further the right to lay new Service Media and connections from the Retained Land under the Property to and from the Septic Tank,

(c) the right to lay, repair, maintain, renew, inspect, replace reroute any Service Media and to make connections with any Service Media on the Property for the benefit of the Retained Land,

(d) at any time the full and free right to develop the Retained Land as the Transferor may think fit;

(e) the right to build on or into any boundary wall of the Property in connection with any of the Reservations

(f) all rights of light and air passing over the Retained Land

(g) the right to enter the Property for any purpose mentioned in or connected with

(i) this transfer;

(ii) the Reservations

1 2 The Reservations may be exercised by the Transferor and by anyone else who is or becomes entitled to exercise them, and by anyone authorised by the Transferor

1 3 The Transferee shall allow all those entitled to exercise any of the Reservations to enter the Property at any reasonable time and, except in the case of an emergency, after having given reasonable notice to the Transferee (which notice need not be in writing), with or without their workers, contractors, agents and professional advisors subject always to the person exercising the right making good all damage caused in the exercise of the Rights

1 4 No party exercising any of the Reservations, nor its workers, contractors, agents or professional advisors, shall be liable to the Transferee or other occupier of or person at the

Property for any loss, damage, injury, nuisance or inconvenience arising by reason of the exercise of any of the Reservations except for

- (a) physical damage to the Property, or
- (b) any loss, damage, injury, nuisance or inconvenience in relation to which the law prevents the Transferee from excluding liability

Include words of covenant

Covenants by the transferee

1 The Transferee covenants with the Transferor by way of indemnity only, on the Transferee's own behalf and on behalf of the Transferee's successors in title, to observe and perform (the covenants and restrictions contained or referred to in the Charges Register of Title Number SL185112 in so far as they are subsisting and capable of taking effect and will keep the Transferor indemnified against all proceedings, costs, claims and expenses arising from any failure to do so

2 The Transferee covenants with the Transferor and the Transferor's successors in title on the Transferee's own behalf and on behalf of the Transferee's successors in title to pay to the Transferor a Due Proportion of the costs of the Transferor -

(i) in maintaining and repairing replacing renewing and pumping out the Septic Tank and -

(ii) repairing maintaining and renewing the Drive

3 The Transferee covenants with the Transferor and its successors in title and assigns for the benefit of the Retained Land and each and every part with the intention of binding the Property and each and every part that the Transferee and its successors in title will not use the Property as a waste transfer station or similar or as a restaurant involving takeaway food pursuant to Use Class A3 Town and Country Planning (Use Classes) Order 1987 (as amended) or for any other purpose capable of causing a nuisance or annoyance to any owner or occupier of the Retained Land

4 The Transferee covenants with the Transferor and its successors in title and assigns to pay the First Rentcharge in advance on the Rentcharge Payment Date

5 The Transferee covenants with the Transferor and its successors in title and assigns to pay the Common Parts Rent Charge (or an appropriate apportionment in respect of the first payment) in advance in accordance with the provisions of

any of the

Clause 6 of the Section headed Other Matters contained in this Clause 12

6 The Transferee covenants with the Transferor and its successors in title and assigns to pay interest at the rate of 4% above the base rate of Barclays Bank Plc for the time being upon any part of the Common Parts Rentcharge as shall be unpaid 14 days after issue of a written demand for payment

Include words of covenant

Other Matters

1 the Septic Tank and the Service Media leading to and from the Septic Tank shall remain the property of the Transferor and its successors in title and are excluded from the transfer

2 the covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 will not extend to costs arising from the Transferee's failure to make proper searches or to raise requisitions on title or on the results of the Transferee's searches,

3 the covenants set out in section 3 of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend only to charges or encumbrances created by the Transferor; and

4.all matters recorded at the date of the transfer in registers open to public inspection, are deemed to be within the actual knowledge of the Buyer for the purposes of section 6(2)(a) of the Law of Property (Miscellaneous Provisions) Act 1994, notwithstanding section 6(3) of that Act the Property

will not, by virtue of this transfer, have any easements or the benefit of any other matters of the Retained Land other than those (if any) which are expressly granted by this transfer and the provisions of section 62 of the Law of Property Act 1925 are qualified so as not to include any liberties, privileges, easements, rights or advantages over the Retained Land

5 The Transferee grants out of the Property for the benefit of the Transferor the First rentcharge and the Common Parts Rent Charge

6 The Common Parts Rent Charge

6.1 In this clause the following definitions are used,-

"Common Parts" the Forecourt, roads, paths, loading and bin areas (if any), Service Media and other parts of the Retained Land (other than the Property and the units intended for letting)

"Common Parts Rent Charge" a fair proportion of the Common Costs estimated or payable in accordance with this clause

"Common Costs" are the total of

1.1 the whole of the costs of

(a) providing the Common Items,

(b) the supply and removal of electricity, water, sewage and other utilities to and from the Common Parts,

(c) complying with the recommendations and requirements of the insurers of the Retained Parts (insofar as those recommendations and requirements relate to the Common Parts),

(d) complying with all laws relating to the Common Parts, their use and any works carried out at them, and relating to the use of all Service Media, machinery and equipment at or serving the Common Parts and to any materials kept at or disposed of from the Common Parts,

any the
matters over
which are
the provisions

(e) complying with any third party rights insofar as they relate to the Common Parts, and

(f) taking any steps (including proceedings) that the Transferor considers necessary to prevent or remove any encroachment over the Common Parts or to prevent the acquisition of any right over the Common Parts (or the Retained Land as a whole) or to remove any obstruction to the flow of light or air to the Common Parts (or the retained Land as a whole),

1.2 the reasonable costs, fees and disbursements of

(a) managing agents or staff employed by the Transferor for the carrying out and provision of the Common Items or, where managing agents are not employed, a management fee for the same, and

(b) accountants employed by the Transferor to prepare collect and audit the Common Items accounts and organise tendering and contract administration

(c) all rates, taxes and impositions payable in respect of the Common Parts, their use and any works carried out on them (other than any taxes payable by the Transferor in connection with any dealing with or disposition of its reversionary interest in the retained Parts), and

1.3 any VAT payable by the Transferor in respect of any of the items mentioned above except to the extent that the Transferor is able to recover such VAT

"Common Items" are cleaning, removing litter, maintaining repairing and renewing the Common Parts and any fences/structures and bollards, including all Service Media forming part of the Common Parts, providing lighting to the Common Parts, health and safety measures (including provision of grit) and safety audits and cleaning, maintaining, repairing and replacing lighting machinery and equipment on the Common Parts, cleaning, maintaining, repairing and replacing signage for the Common Parts, cleaning, maintaining, repairing, operating and replacing any security machinery, maintain all planted areas and complying with health and safety and other statutory obligations

"Service Media"; all media for the supply or rent of heat, electricity, gas, water, sewage, energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media 6 2 The Transferor shall use its reasonable endeavours to provide the Common Items and to repair, maintain, clean and light the Forecourt, the roads, paths and parking areas on the Common Parts

6 3 The Transferor may provide any other service or amenity that the Transferor may in its reasonable discretion acting in accordance with the principles of good estate management determines is for the benefit of the tenants and occupiers of the Estate

6 4 At the start of each account year (commencing 1st January in every year or such other accounting period as the Transferor shall notify to the Transferee) (the "Charge Year"), the Transferee shall upon receipt of an estimate of the Common Parts Rentcharge for that Charge Year pay the estimated Common Parts Rentcharge for that year in four equal instalments on each of the Rent Payment Dates

6 5 In relation to the Charge Year current at the date of this lease, the Transferee's obligations to pay the estimated Common Parts Rentcharge shall be limited to an apportioned part of those amounts, such apportioned part to be calculated on a daily basis for the period from (and including) the date of this lease to the end of the Charge Year The estimated Common Parts Rentcharge for which the Transferee is liable shall be paid in equal instalments on the date of this transfer and thereafter upon the usual quarter days during the period from and including the date of this lease until the end of the Common Charge Year

6 6 As soon as reasonably practicable after the end of each account year, the Transferor shall prepare and send to the Transferee a certificate showing the Common Parts Costs and the Common Parts Rentcharge for that Charge Year

6 7 If any cost is omitted from the calculation of the Common Parts Rentcharge in any Charge Year, the Transferor shall be entitled to include it in the estimate and certificate of the Common Parts Rentcharge in any following account year Otherwise, and except in the case of manifest error,

the Transferors certificate shall be conclusive as to all matters of fact to which it refers

6 8 If, in respect of any Charge Year, the Common Parts Rentcharge, is less than any amounts paid in advance (if any) the Transferee shall pay the difference on demand If, in respect of any accounts year, the amounts paid (if any) exceed the Common Parts Rentcharge, the Transferor shall credit the difference against the Transferee's next years Common Parts Rentcharge

6 9 In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined by reference to the area of the Property and the area of the other properties contributing towards the cost as conclusively determined (except as to questions of law) by the Transferor

6 10 The Transferor shall have all of the powers and remedies conferred by the Law of Property Act 1925 to enable it to recover and compel the payment of the First Rentcharge and the Common Parts Rentcharge In addition if the First Rentcharge or the Common Parts Rentcharge (or any of it) is unpaid 3 months after the date that payment has been demanded (having become due) the Transferor may enter the Property and at its discretion -

(a) hold the Property, or

(b) do anything which is necessary to make good any default and remain in possession of the Property or the rents and profits from it until all monies due and the costs incurred by the exercise of this power are fully discharged


PROVIDED THAT before such right to enter the Property is exercised the Transferor shall give notice to any mortgagee of the Property in writing and allow the mortgagee a reasonable period (being not less than 28 days) to repay any unpaid amounts before taking any further steps to recover such sums

Insert here any required or permitted
statements, certificates or applications
and any agreed declarations and so on

the transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24 private trusts of land for further guidance.

13 Execution

Signed and delivered as a deed
with effect from the date hereof
on behalf of TRADE CENTRE
DEVELOPMENTS LIMITED
by *Charles Owen* (Director) 
in the presence of

I J Hebban
Morse Court,
Briggend, Eldersfield
C160S - C1419 44P2

Signed and delivered as a deed
with effect from the date hereof
on behalf of CENTRAL SHROPSHIRE
HOLDINGS LTD
by Brendan Joseph Butler (Director)
in the presence of

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 11 has been completed, each transferee must also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Joint property ownership and practice guide 24 private trusts of land for further guidance.

13 Execution

Signed and delivered as a deed with effect from the date hereof on behalf of TRADE CENTRE DEVELOPMENTS LIMITED
by _____ (Director)
in the presence of _____

Signed and delivered as a deed with effect from the date hereof on behalf of CENTRAL SHROPSHIRE HOLDINGS LTD
by Brendan Joseph Butler (Director)
in the presence of _____

Peter Threlton
Peter John Wilson (Chairman)

TERRY JONES SOLICITORS
7 Hollinswood Court
Stafford Park 1
Telford, Shropshire
TF3 3DE