



Registration of a Charge

Company Name: **LILYALEX PROPERTIES LTD**

Company Number: **09876719**



Received for filing in Electronic Format on the: **15/12/2021**

XAJEVH15

Details of Charge

Date of creation: **08/12/2021**

Charge code: **0987 6719 0019**

Persons entitled: **LOUISE JANE O'TOOLE AS TRUSTEE OF THE SURVEYING & DESIGN
EXECUTIVE PENSION (1) PAUL JARVIS AS TRUSTEE OF SCRATCH 22
EXECUTIVE PENSION (2) HELEN MARGARET DAVIES**

Brief description: **126 & 126A HIGH STREET MERTHYR TYDFIL CF47 8BT**

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: **JOHN POTTER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9876719

Charge code: 0987 6719 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2021 and created by LILYALEX PROPERTIES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th December 2021 .

Given at Companies House, Cardiff on 16th December 2021

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**

HM Land Registry
Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

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.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM 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) of the property:

WA476797

2 Property:

126 & 126A High Street, Merthyr Tydfil, CF47 8BT

3 Date:

8th December 2021

4 Borrower:

LILYALEX PROPERTIES LTD whose registered office is at Ty Cennydd, 45 Castle Street, Caerphilly, CF83 1NZ

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix: 09876719

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

5 Lender for entry in the register:

LOUISE JANE O'TOOLE as Trustee of the **SURVEYING & DESIGN EXECUTIVE PENSION** whose registered address is at 37 Lionel Road, Canton, Cardiff, CF5 1HN (1) **PAUL JARVIS** as Trustee of **SCRATCH 22 EXECUTIVE PENSION** whose registered address is at Larch Croft, Pen Y Lan Road, Aberthyn, Cowbridge, CF71 7HB (2) **HELEN MARGARET DAVIES** of 33 Lionel Road, CARDIFF, CF5 1HN (3)

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Registered number in the United Kingdom including any prefix:

Proprietor 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 any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and date)

es) and so on.

o Lender's intended address(es) for service for entry in the register:

LOUISE JANE O'TOOLE as Trustees of the **SURVEYING & DESIGN EXECUTIVE PENSION** whose registered address is at 37 Lionel Road, Canton, Cardiff, CF5 1HN (1) **PAUL JARVIS** as Trustee of **SCRATCH 22 EXECUTIVE PENSION** whose registered address is at Larch Croft, Pen Y Lan Road, Aberthyn, Cowbridge, CF71 7HB (2) **HELEN MARGARET DAVIES** of 33 Lionel Road, CARDIFF, CF5 1HN (3)

7 The borrower with

- ☒ full title guarantee
☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

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 restriction is to be registered without a written consent signed by either the proprietor for the time being of the charge dated 31.12.2021 in favour of **LOUISE JANE O'TOOLE** as Trustees of the **SURVEYING & DESIGN EXECUTIVE PENSION** whose registered address is at 37 Lionel Road, Canton, Cardiff, CF5 1HN (1) **PAUL JARVIS** as Trustee of **SCRATCH 22 EXECUTIVE PENSION** whose registered address is at Larch Croft, Pen Y Lan Road, Aberthyn, Cowbridge, CF71 7HB (2) **HELEN MARGARET DAVIES** of 33 Lionel Road, CARDIFF, CF5 1HN (3) as referred to in the Charges Register or by their conveyancer.

9 Additional provisions

9.1 DEFINITIONS:

9.1 In this Legal Charge the following definitions shall apply:-

"Event of Default" means any event or circumstances listed in clause 11 of the Agreement

"LPA1925" means the Law of Property Act 1925

"Principal Sum" means the sum referred to in Definitions "Loan" part of the Agreement as **£100,000** from **LOUISE JANE O'TOOLE** as Trustees of the **SURVEYING & DESIGN EXECUTIVE PENSION** (1), **£100,000** from **PAUL JARVIS** as Trustee of **SCRATCH 22 EXECUTIVE PENSION** (2), **£50,000** from **HELEN MARGARET DAVIES** of 33 Lionel Road, CARDIFF, CF5 1HN (3)

Insert details of the sums to be paid
(amount and date)

es) and so on.

9 Additional provisions

9.1 DEFINITIONS:

9.1 In this Legal Charge the following definitions shall apply:-

"Event of Default" means any event or circumstances listed in clause 11 of the Agreement

"LPA1925" means the Law of Property Act 1925

"Principal Sum" means the sum referred to in **Definitions "Loan"** part of the Agreement as **£100,000** from **LOUISE JANE O'TOOLE** as Trustees of the **SURVEYING & DESIGN EXECUTIVE PENSION (1)**, **£100,000** from **PAUL JARVIS** as Trustee of **SCRATCH 22 EXECUTIVE PENSION (2)**, **£50,000** from **HELEN MARGARET DAVIES** of 33 Lionel Road, CARDIFF, CF5 1HN (3)

"Agreement" means the agreement of even date and made between the Lender (1) and the Borrower (2)

9.1.2 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

9.1.3 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

9.1.4 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

9.1.5 Unless the context otherwise requires, references to paragraphs are to the paragraphs of this Legal Charge.

9.1.6 Paragraph headings shall not affect the interpretation of this Legal Charge.

9.2 ACKNOWLEDGEMENT OF DEBT

The Borrower acknowledges their liability to the Lender in the sum of the Principle Sum owed to the Lender on or before the date of this Legal Charge.

9.3 REPAYMENT OF PRINCIPAL SUM

The Borrower shall repay the Principal Sum to the Lender on demand pursuant to the terms of the Agreement.

9.4 BORROWER'S OBLIGATIONS

9.4.1 The Borrower covenants with the Lender that they will not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of the Property or the effectiveness of the security created by this charge.

9.4.2 The Borrower covenants with the Lender that they will keep all fixtures and fittings on the Property in good repair and condition and will keep the Property adequately and properly painted and decorated and replace any fixtures and fittings that have become worn out or otherwise unfit for use, with others of a like nature and equal value.

9.4.3 The Borrower covenants with the Lender that they:-

a) will not, without the prior written consent of the Lender:

- (i) pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or
- (ii) make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with clause 9.4.2); and

b) will promptly give notice to the Lender if the Property or fixtures or fittings forming part of the Property are destroyed or damaged; and

c) will insure and keep insured the Property for its full reinstatement value against fire and any other risks that would be insured against by prudent persons or that the Lender reasonably requires to be insured against from time to time; and

d) will, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by this clause 9.4.3; and

e) will pay promptly all premiums in respect of any insurance policy on the Property and do all other things necessary to keep that policy in full force and effect; and

f) will (if requested by the Lender) produce to the Lender the receipts for all premiums and other payments necessary for arranging and renewing the insurance.

9.4.4 The Borrower covenants with the Lender that they will not do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice any insurance policies relating to the Property.

9.4.5 The Borrower covenants with the Lender that they will not, without the prior written consent of the Lender (which must not be unreasonably withheld or delayed):

- (b) grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925; or
- (c) in any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property.

9.4.6 The Borrower further covenants with the Lender that they will pay (or procure payment of) when due, all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Property or on its occupier.

9.5 ENFORCEMENT OF SECURITY

9.5.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by the Agreement) will, as between the Lender and a buyer from the Lender, arise on and be exercisable at any time after the execution of the Agreement, but the Lender will not exercise the power of sale or other powers until an Event of Default occurs, at which time they will become immediately exercisable.

9.5.2 Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security created by the Agreement.

9.5.3 The Borrower will pay to, or reimburse, the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to:

- (d) the Agreement or the Property; and
- (e) suing for, or recovering, all amounts secured by the Agreement.

9.5.4 Once all amounts secured by the Agreement have been unconditionally and irrevocably paid and discharged in full (but not otherwise), the Lender will, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the security created by the Agreement.

9.6 COUNTERPARTS


This Legal Charge may be executed in any number of counterparts, and by the parties on separate counterparts, each of which when so executed and delivered shall constitute an original but all counterparts shall together constitute one and the same instrument.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

1 Execution

Executed as a deed by

RICHARD JASPER
Director of
LILYALEX PROPERTIES LTD



in the presence of:

Witness Signature: 

Name: STEPHEN PARRY

Address: 2 THE BOAT MAESYCWMMER CF82 7PR

Occupation BUSINESS MANAGER

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.