

009005/23

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge



Companies House



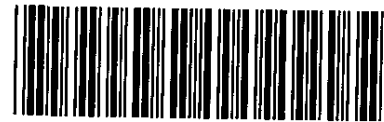
Go online to file this information
www.gov.uk/companieshouse

A fee is be payable
Please see 'How to pa

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is N**
You may not use this
register a charge whe
instrument. Use form

MONDAY



A09 *A8ZZ9295* 02/03/2020 #22
COMPANIES HOUSE

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

1	Company details	For official use
Company number	1 0 2 1 9 1 0 1	Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	RVH FOLKESTONE LIMITED	

2	Charge creation date
Charge creation date	d 1 7 m 0 2 y 2 0 2 0

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	OPORTUNITAS LIMITED
Name	
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below. <input type="checkbox"/> 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

Phase A The Former Royal Victoria Hospital Radnor Park Avenue Folkestone as shown edged green on the plan and forming part of title number TT63946

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

Ab. S. Eade

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	Nicola Everden
Company name	Oportunitas Limited
c/o Folkestone and Hythe District Council	
Address	Castle Hill Avenue
Post town	Folkestone
County/Region	Kent
Postcode	C T 2 0 2 Q Y
Country	UK
DX	
Telephone	01303 853308



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10219101

Charge code: 1021 9101 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2020 and created by RVH FOLKESTONE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd March 2020.

12

Given at Companies House, Cardiff on 5th March 2020



Companies House



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

Plan A

Dated

17 February

2020


RVH FOLKESTONE LTD

and

OPORTUNITAS LIMITED

**LEGAL MORTGAGE OVER PROPERTY FROM A COMPANY
SECURING SPECIFIC MONIES (OWN LIABILITIES)**

I hereby certify that this copy is a complete and
accurate copy of the original.

Signed 

Date 24/2/2020

 **MARRIOTT
HARRISON LLP**

1. MARRIOTT HARRISON LLP, CO. UK
11 STAPLE INN, LONDON WC1V 7QH
T +44 (0)20 7209 2300 F +44 (0)20 7209 2301
DX 3001 LONDON (CHANCERY LANE)

THIS DEED IS MADE ON THE 17th DAY OF February 2020

BETWEEN

- (1) **RVH FOLKESTONE LTD** incorporated and registered in England and Wales with company number 10219101 whose registered office is at Suite 1, Staple House, Eleanor's Cross, Dunstable, Bedfordshire LU6 1SU (the "**Seller**"); and
- (2) **OPORTUNITAS LIMITED** incorporated and registered in England and Wales with company number 09038505 whose registered office is at C/O Folkestone and Hythe District Council, Castle Hill Avenue, Folkestone, CT20 2QY (the "**Buyer**").

RECITALS

- (A) The Seller and the Buyer have entered into the Agreement pursuant to which the Buyer has provided the Deposit and is obliged to make further payments to the Seller.
- (B) The Seller owns the Property and the Estate.
- (C) The Property and the Estate Land are in the ownership of the Seller. If the Property and the Estate Land shall cease to be in co-ownership and/or if the Buyer shall exercise its power of sale in respect of the Property the parties have agreed to create certain rights and reservations and to impose certain other stipulations and provisions.

IT IS HEREBY AGREED

1. Definitions and interpretation

1.1 Definitions

Terms defined in the Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

- "Agreement"** means the contract for sale of even date herewith for the sale and purchase of the Property made between (1) the Seller and (2) the Buyer
- "Dispose"** means a transfer of land or the grant of a lease.
- "Estate Land"** means the extent of title number TT63946 but excluding the Property.
- "Plan"** means the plan annexed hereto.

"Property" means that part of the Estate Land comprising the freehold property described in Schedule.

"Secured Liabilities" means the Deposit and any Tranche Payment paid to the Seller pursuant to the Agreement.

1.2 Interpretation

In this deed:

- 1.2.1 clause and Schedule headings shall not affect the interpretation of this deed;
- 1.2.2 a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 1.2.7 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 1.2.8 a reference to **writing** or **written** includes fax but not email;
- 1.2.9 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 1.2.10 a reference to **this deed** (or any provision of it) or to any other agreement or document referred to in this deed is a reference to this deed, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this deed) from time to time;

- 1.2.11 unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this deed;
- 1.2.12 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 1.2.13 a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amend** and **amended** shall be construed accordingly);
- 1.2.14 a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been waived;
- 1.2.15 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the absolute discretion of the person making it; and

1.3 Schedules

The Schedule forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedule.

2. Covenant to pay

The Seller shall, on demand, pay to the Buyer and discharge the Secured Liabilities if the same shall become due to the Buyer pursuant to the provisions of the Agreement.

3. Grant of security

3.1 Legal mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, the Seller with full title guarantee charges to the Buyer by way of a first legal mortgage, the Property.

Registration of legal mortgage at the Land Registry

The Seller consents to an application being made by the Buyer to the Land Registrar for the following restriction in Form P to be registered against its 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 restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of Oportunitas Limited referred to in the charges register or their conveyancer."

3.2 Further payments

The Buyer covenants with the Seller that it shall perform its obligations to make payments in accordance with the Agreement.

4. Provisions as to Dispositions


- 4.1 The Seller shall not Dispose of the Estate Land or any part hereof without reserving for the benefit of the Property the Rights as the same are set out and intended to be granted to the Buyer pursuant to its draft transfer annexed to the Agreement.
- 4.2 If the Buyer shall exercise its power of sale in respect of the Property or any part thereof, the Buyer shall procure that:
- (1) there is reserved for the benefit of the Estate Land the Reservations as the same as set out in and intended to be reserved to the Seller pursuant to the draft transfer annexed to the Agreement; and
 - (2) the disposition shall contain for the benefit of the Estate Land the covenants both restrictive and positive set out in the said draft transfer annexed to the Agreement.

In witness whereof, this document has been executed and delivered as a deed on the date first stated above.

Schedule 1
Property

Phase A The Former Royal Victoria Hospital, Radnor Park Avenue, Folkestone, as shown edged green on the plan annexed being party of the Title Number TT63946.

Executed as a deed by **RVH**
FOLKESTONE LTD acting by
a director, in the presence of:


SIGNATURE OF WITNESS

.....

Director

LL GRIGGS

NAME: **G.P. VALENTINE INKALX**

ADDRESS: **8 BYBROOK FIELD SANDGATE KENT CT20 3BQ**

OCCUPATION OF WITNESS: **RETIRED**

Executed as a deed by
OPORTUNITAS LIMITED acting by

.....

Director

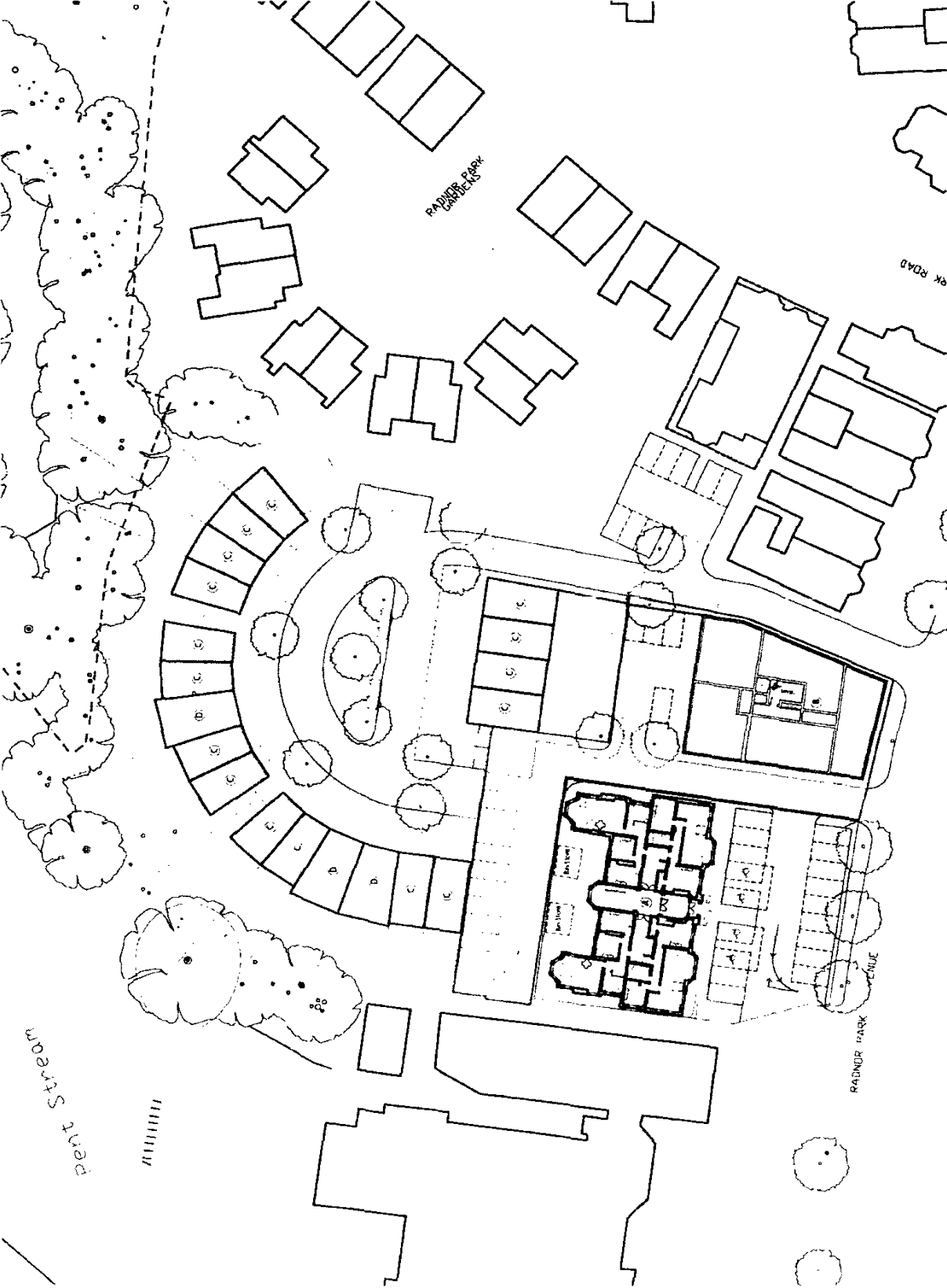
a director, in the presence of:

.....
SIGNATURE OF WITNESS

NAME:

ADDRESS:

OCCUPATION OF WITNESS:



SCHEDULE OF ACCOMMODATION	
Block (A)	
1 Bed Apartments	2
2 Bed Apartments	15
Block (B)	
1 Bed Apartments @ 20m	1
2 Bed Apartments @ 20m	18
Unit Type (C)	18
4 Bed @ 20m (3 Storey)	18
Unit Type (D)	3
5 Bed @ 10m (4 Storey)	3
APARTMENTS	37
MOBILES	19
TOTAL	84
FURNITURE ALLOCATION	
RVH APARTMENTS @ 1 Space Per Unit	18
Proposed Apartment Block	18
Proposed Mobile Block	18
Verandah	6
TOTAL	48



- EXISTING PROPOSED
- EXISTING OUTLINE PROPOSED
 - EXISTING BUILDING TO BE ENLARGED
 - DETAILED APPLICATION/REQUIREMENT
 - WITH REFINEMENT
 - DETAILED APPLICATION/REQUIREMENT
 - NEW BUILD/REWORKING

guy holloway

11.95 030 02

Planning

11.95 030 02

Royal Victoria Hospital, Radnor Park Avenue, Folkestone, Kent

Red and Green Line Boundary

Dated

17th February

Formula B at 12:46
between Farah
Mahomed and

2020

Stephen Whittaker

RVH FOLKESTONE LTD

and

OPORTUNITAS LIMITED

**LEGAL MORTGAGE OVER PROPERTY FROM A COMPANY
SECURING SPECIFIC MONIES (OWN LIABILITIES)**

I hereby certify that this copy is a complete and
accurate copy of the original.

Signed Mahomed

Date 24/02/2020

 **MARRIOTT
HARRISON LLP**

THIS DEED IS MADE ON THE 17th DAY OF February 2020

BETWEEN

- (1) **RVH FOLKESTONE LTD** incorporated and registered in England and Wales with company number 10219101 whose registered office is at Suite 1, Staple House, Eleanor's Cross, Dunstable, Bedfordshire LU6 1SU (the "**Seller**"); and
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RECITALS

- (A) The Seller and the Buyer have entered into the Agreement pursuant to which the Buyer has provided the Deposit and is obliged to make further payments to the Seller.
- (B) The Seller owns the Property and the Estate.
- (C) The Property and the Estate Land are in the ownership of the Seller. If the Property and the Estate Land shall cease to be in co-ownership and/or if the Buyer shall exercise its power of sale in respect of the Property the parties have agreed to create certain rights and reservations and to impose certain other stipulations and provisions.

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1. Definitions and interpretation

1.1 Definitions

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"Agreement"	means the contract for sale of even date herewith for the sale and purchase of the Property made between (1) the Seller and (2) the Buyer
"Dispose"	means a transfer of land or the grant of a lease.
"Estate Land"	means the extent of title number TT63946 but excluding the Property.
"Plan"	means the plan annexed hereto.

dent Stream

SCHEDULE OF ACCOMMODATION	
BLOCK A	
1 Bed Apartments	15
2 Bed Apartments	15
BLOCK B	
1 Bed Apartments	15
2 Bed Apartments	15
BLOCK C	
1 Bed at 120mm (15 Storeys)	15
2 Bed at 120mm (15 Storeys)	15
3 Bed at 120mm (15 Storeys)	15
4 Bed at 120mm (15 Storeys)	15
5 Bed at 120mm (15 Storeys)	15
6 Bed at 120mm (15 Storeys)	15
7 Bed at 120mm (15 Storeys)	15
8 Bed at 120mm (15 Storeys)	15
9 Bed at 120mm (15 Storeys)	15
10 Bed at 120mm (15 Storeys)	15
11 Bed at 120mm (15 Storeys)	15
12 Bed at 120mm (15 Storeys)	15
13 Bed at 120mm (15 Storeys)	15
14 Bed at 120mm (15 Storeys)	15
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16 Bed at 120mm (15 Storeys)	15
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21 Bed at 120mm (15 Storeys)	15
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92 Bed at 120mm (15 Storeys)	15
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94 Bed at 120mm (15 Storeys)	15
95 Bed at 120mm (15 Storeys)	15
96 Bed at 120mm (15 Storeys)	15
97 Bed at 120mm (15 Storeys)	15
98 Bed at 120mm (15 Storeys)	15
99 Bed at 120mm (15 Storeys)	15
100 Bed at 120mm (15 Storeys)	15

RADNOR PARK
GARDENS

Radnor S Rch

N

EX ROAD

RADNOR PARK
AVENUE

Royal Victoria Hospital, Radnor Park Avenue, Folkestone, Kent
Red and Green Line Boundary

guy hallaway

Planning

11.95 030 02

"Property" means that part of the Estate Land comprising the freehold property described in Schedule.

"Secured Liabilities" means the Deposit and any Tranche Payment paid to the Seller pursuant to the Agreement.

1.2 Interpretation

In this deed:

- 1.2.1 clause and Schedule headings shall not affect the interpretation of this deed;
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- 1.2.3 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 1.2.4 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 1.2.5 a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- 1.2.6 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
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- 1.2.12 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
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1.3 Schedules

The Schedule forms part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedule.

2. Covenant to pay

The Seller shall, on demand, pay to the Buyer and discharge the Secured Liabilities if the same shall become due to the Buyer pursuant to the provisions of the Agreement.

3. Grant of security

3.1 Legal mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, the Seller with full title guarantee charges to the Buyer by way of a first legal mortgage, the Property.

Registration of legal mortgage at the Land Registry

The Seller consents to an application being made by the Buyer to the Land Registrar for the following restriction in Form P to be registered against its 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 restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of Oportunitas Limited referred to in the charges register or their conveyancer."

3.2 Further payments

The Buyer covenants with the Seller that it shall perform its obligations to make payments in accordance with the Agreement.

4. Provisions as to Dispositions

4.1 The Seller shall not Dispose of the Estate Land or any part hereof without reserving for the benefit of the Property the Rights as the same are set out and intended to be granted to the Buyer pursuant to its draft transfer annexed to the Agreement.

4.2 If the Buyer shall exercise its power of sale in respect of the Property or any part thereof, the Buyer shall procure that:

- (1) there is reserved for the benefit of the Estate Land the Reservations as the same as set out in and intended to be reserved to the Seller pursuant to the draft transfer annexed to the Agreement; and
- (2) the disposition shall contain for the benefit of the Estate Land the covenants both restrictive and positive set out in the said draft transfer annexed to the Agreement.

In witness whereof, this document has been executed and delivered as a deed on the date first stated above.

Schedule 1
Property

Phase A The Former Royal Victoria Hospital, Radnor Park Avenue, Folkestone, as shown edged green on the plan annexed being party of the Title Number TT63946.

Executed as a deed by **RVH**
FOLKESTONE LTD acting by
a director, in the presence of:

.....

Director

.....

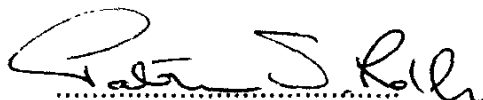
SIGNATURE OF WITNESS

NAME:

ADDRESS:

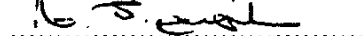
OCCUPATION OF WITNESS:

Executed as a deed by
OPORTUNITAS LIMITED acting by


.....

Director

a director, in the presence of:


.....

SIGNATURE OF WITNESS

NAME: **Nicola Evenden**

ADDRESS: **Civic Centre Castle Hill Avenue Folkestone**

OCCUPATION OF WITNESS: **Solicitor**

20th of 20 2007