



Registration of a Charge

Company name: **REVIVE HEALTH CARE LTD**

Company number: **10470434**



X8J2ARLN

Received for Electronic Filing: **26/11/2019**

Details of Charge

Date of creation: **07/11/2019**

Charge code: **1047 0434 0003**

Persons entitled: **RAKESH RATHOD**

Brief description: **42 ST MARTINS ROAD, BILBOROUGH NG8 3AR AND LAND LYING TO THE WEST OF ST MARTINS ROAD, BILBOROUGH REGISTERED UNDER TITLE NUMBERS NT193874 AND NT287963**

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: **TAYLOR ROSE TTKW**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10470434

Charge code: 1047 0434 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th November 2019 and created by REVIVE HEALTH CARE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th November 2019 .

Given at Companies House, Cardiff on 27th November 2019

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: NT193874; NT287963
2	Property: 42 St Martins Road, Bilborough NG8 3AR and Land lying to the West of St Martins Road, Bilborough
3	Date: <i>7th November 2019</i>
4	Borrower: REVIVE HEALTH CARE LTD <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 10470434 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: RAKESH RATHOD <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

Each 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 dates) and so on.

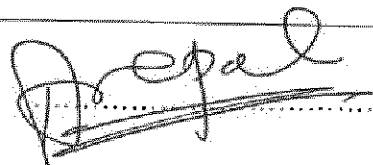
The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If

6	Lender's intended address(es) for service for entry in the register: Office 105, 10 Osram Road, East Lane, Wembley HA9 7NG
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 is to be registered without a written consent signed by the proprietor for the time being of the charge dated {date} in favour of Rakesh Rathod referred to in the charges register.
9	Additional provisions 9.1 Definitions Loan: £339,000.00 9.2 As continuing security for the payment and discharge of the Loan under the share purchase agreement made between the Lender and Jaya Nakarmi, Geeta Lamichhane, Dibyaswari Shrestha, Jenika Investments Ltd , Ashwin Nepal, Srijana Sharma-Pyakurel the Borrower charges the Property with full title guarantee to the Lender by way of first legal mortgage. 9.3 No interest shall accrue on the Loan. 9.4 The Borrower consents to an application being made by the Lender to the Land Registrar for a restriction in Form P to be registered against its title to the Property. 9.5 The Lender may not assign or transfer the whole or any part of the Lender's rights and/or obligations under this mortgage to any person. The Borrower may not assign any of its rights, or transfer any of its obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person. 9.6 This mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
10	Execution

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.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

Executed as a deed by
Revive Health Care Ltd
acting by a director
in the presence of:



Signature of witness.....



Witness Name..... BISHWA GHIMIRE

Address..... 488 CRICKLADE ROAD
SWINDON, UK, SN2 7B9

Occupation..... HOTEL MANAGER

Signed as a deed by
Rakesh Rathod
in the presence of:

Signature of witness.....

Witness Name.....

Address.....

Occupation.....

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.

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5	Lender for entry in the register: RAKESH RATHOD <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:

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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 dates) and so on.

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

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

Office 105, 10 Osram Road, East Lane, Wembley HA9 7NG

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 is to be registered without a written consent signed by the proprietor for the time being of the charge dated {date} in favour of Rakesh Rathod referred to in the charges register.

9 Additional provisions

9.1 Definitions

Loan: £339,000.00

9.2 As continuing security for the payment and discharge of the Loan under the share purchase agreement made between the Lender and Jaya Nakarmi, Geeta Lamichhane, Dibyaswari Shrestha, Jenika Investments Ltd, Ashwin Nepal, Srijana Sharma-Pyakurel the Borrower charges the Property with full title guarantee to the Lender by way of first legal mortgage.

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9.4 The Borrower consents to an application being made by the Lender to the Land Registrar for a restriction in Form P to be registered against its title to the Property.

9.5 The Lender may not assign or transfer the whole or any part of the Lender's rights and/or obligations under this mortgage to any person. The Borrower may not assign any of its rights, or transfer any of its obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.

9.6 This mortgage and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

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Executed as a deed by
Revive Health Care Ltd
acting by a director
in the presence of:

Signature of witness.....

Witness Name.....

Address.....

Occupation.....

Signed as a deed by
Rakesh Rathod
in the presence of:

Signature of witness.....

Witness Name Jodie Ann Bernard

Address 68 Kennedy Ave

Enfield

Occupation Registration 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.

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