

Registration of a Charge

Company Name: DAVID SHARMAN HOMES LIMITED

Company Number: 10513193

Received for filing in Electronic Format on the: 02/07/2021



Details of Charge

Date of creation: 30/06/2021

Charge code: 1051 3193 0015

Persons entitled: SHAWBROOK BANK LIMITED

Brief description: FREEHOLD PROPERTY KNOWN AS 88 BROADWAY, KETTERING,

NORTHAMPTONSHIRE, NN15 6DF BEING ALL OF THE LAND AND BUILDINGS IN TITLE NN55867 INCLUDING ALL BUILDINGS, FIXTURES

AND FITTINGS, THE RELATED RIGHTS AND THE GOODWILL.

Contains fixed charge(s).

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: PURE LAW LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10513193

Charge code: 1051 3193 0015

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2021 and created by DAVID SHARMAN HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd July 2021.

Given at Companies House, Cardiff on 4th July 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





Charge given by a corporate (England and Wales) - Full recourse

Borrower:

David Sharman Homes Limited - 10513193 - 122 Feering Hill, Feering,

Colchester, Essex, CO5 9PY

Mortgagor:

David Sharman Homes Limited - 10513193 - 122 Feering Hill, Feering,

Colchester, Essex, CO5 9PY

Lender:

Shawbrook Bank Limited

Lutea House

Warley Hill Business Park

The Drive Brentwood Essex CM13 3BE

(registered in England and Wales number: 388466)

The Property:

Description

Class of Title

Title Number

88 Broadway, Kettering, Northamptonshire, NN15 6DF and as more particularly described at the Land Registry: 88 Broadway, Kettering, Northamptonshire (NN15 6DF)

Freehold Title Absolute

NN55867

30th June 2021 By THIS DEED of LEGAL CHARGE, dated 1.

The Mortgagor charges with full title guarantee and as a continuing security:-

- the Property described above by way of legal mortgage; and (a)
- the Related Rights and the goodwill of any business conducted from the (b) Property by way of fixed charge,

with the payment and discharge of:

- all monies now or at any time due, owing or payable in any manner (i) whatsoever to the Lender from the person or persons named above as Borrower whether actually or contingently and whether solely or jointly with one or more persons and whether as a borrower or a mortgagor or a guarantor or in any other capacity and including, without limitation, all sums due and payable under any Loan Agreement now or at any time made between the Lender and the Borrower, and
- all costs, charges and expenses incurred by the Lender in connection with the (ii)preservation, protection or enforcement of the Lender's rights and interests under this Charge.
- To the extent not validly and effectively charged by way of legal mortgage pursuant to 2. Clause 1, the Mortgagor charges by way of fixed charge any and all of its present and future rights, title and interest in the Property with the payment and discharge of the matters referred to in clause 1(i) and (ii).
- This Charge is made for securing further advances although the Lender is not, as at 3. the date of this Charge, obliged to make any further advances.
- The Mortgagor applies to the Chief Land Registrar to enter the following restriction in 4. the Proprietorship Register of 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 [______] in favour of Shawbrook Bank Limited referred to in the charges register".

5. This Charge is granted by the Mortgagor to the Lender on the Shawbrook Bank Limited Commercial Mortgage Terms and Conditions (08/05/2020) ("Terms and Conditions") which are hereby incorporated into this Charge and the Mortgagor agrees to those Terms and Conditions as subsequently amended, supplemented and/or varied from time to time.

THIS CHARGE has been executed as a deed on the date written on the first page of this Charge.

EXECUTION PAGE

WARNING:

THIS IS AN IMPORTANT LEGAL DOCUMENT. YOUR PROPERTY IS AT RISK IF PAYMENTS ARE NOT MADE TO THE LENDER WHEN DUE, OR IF THERE IS SOME OTHER TERMINATION EVENT, IN ACCORDANCE WITH THE TERMS OF THIS DOCUMENT. YOU SHOULD CONSIDER TAKING INDEPENDENT LEGAL ADVICE FROM A SOLICITOR BEFORE YOU SIGN THIS CHARGE DEED.

Mortgagor

EXECUTED AS A DEED by

David Sharman Homes Limited acting by two directors or a director and its secretary

Director

(signature)

Full Name:
(IN BLOCK CAPITALS)

Director

(signature)

VILLAN SIAMAN
(Signature)

Signature

Signature

CANA SHARMAN

Lender
Signed by
Shawbrook Bank Limited acting by its attorney

Solicitor
Pure Law LLP
Jubilee House, 3 The Drive
Brentwood, Essex, CM13 3FR



