

MR01

Particulars of a charge

100250-23
laserform



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 there is no
instrument. Use form MR08.

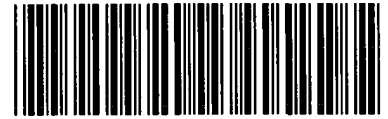
For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

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 must be scanned and placed on the public record. **Do not send the original.**

FRIDAY



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A19

07/08/2020

#5

COMPANIES HOUSE
For official use

1 Company details

Company number 1 1 3 6 8 9 6 8

Company name in full DREAMPOSTCODE LIMITED

→ **Filing 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 d 2 d 7 m 0 m 7 y 2 y 0 y 2 y 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 TRK ASSETS LIMITED

Name WOODBOURNE HOMES LIMITED

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.

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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.

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.

Brief description

66 ELM ROAD
SEAFORTH
LIVERPOOL
L21 1BL

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

MOSS & COLEMAN

X

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

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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 **GERRY HARRINGTON**Company name
Moss & ColemanAddress **170-180 High Street**Post town **Hornchurch**County/Region **Essex**Postcode

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Country **England**DX **DX 51003 Hornchurch**Telephone **01708 446781****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

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.

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 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.

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.

1 Title number(s) of the property MS484589	We hereby certify this to be a true copy of the original <i>[Signature]</i> DC
2 Property: 66 Elm Road, Seaforth, Liverpool L21 1BL	Messrs Coleman Solicitors 170/180 High Street Hornchurch Essex RM12 6JP
3 Date: 27 July 2020	
4 Borrower: DREAMPOSTCODE LIMITED	
<u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 11368968 <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:	
TRK Assets Limited and Woodbourne Homes Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: As to TRK Assets Limited 11609570 As to Woodbourne Homes Limited 04302176 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:	
6 Lender's intended address for service for entry in the register:	
As to TRK Assets Limited Care of Thapers Chartered Accountants of Harpal House, 14 Holyhead Road, Birmingham, B21 0LT As to Woodbourne Homes Limited registered office Woodbourne House, 10 Harborne Road, Edgbaston, Birmingham, B15 3AA.	

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.

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:

None

9 Additional provisions

INCORPORATION OF TERM

This charge is made pursuant to an agreement made between the parties and VIVEK SRIVASTAVA as guarantor for the Borrower prior to the date of this charge.

AMOUNT OF LOAN

This Charge is intended to secure a sum of ninety thousand pounds (£90,000.00) ("The Principal Sum") and the Borrower covenants with the Lender as follows:

REPAYMENT AND INTEREST

9.1 To repay the Principal Sum to the Lender on or before twelve (12) months from the date hereof.

9.1.2 To pay to the Lender interest at a rate of two per cent (2%) per month amounting to **ONE THOUSAND EIGHT HUNDRED POUNDS** (£1,800.00) per month. The first payment to be made on the date hereof and later payments on the corresponding day in each succeeding month.

9.1.3 If the Borrower shall repay the Principal Sum prior to the expiration of twelve months from the date hereof or prior to the end of any subsequent twelve month period referred to in 9.7 to pay in addition to any other money due interest to the end of that twelve month period at the said rate of two per cent (2%) per month.

PERMITTED OCCUPATION

9.2 Not to permit anyone to occupy the property or any part or parts thereof until the same is fully refurbished and in all respects compliant with Local Authority and all legal Requirements.

LENDER FEES

9.3 To pay the Lenders legal fees of **TWO HUNDRED POUNDS** (£200.00) plus VAT on redemption.

9.4 To pay by way of deduction from the Principal Sum on completion the following; (1) the sellers legal fees of **one thousand pounds** (£1,000.00) plus vat, (2) a CHAPS fee of **THIRTY pounds** (£30.00) plus vat and (3) The first months of interest.

INSURANCE

9.5.1 To keep the Property against public liability, loss of income and other risks as are appropriate or the lender may reasonably require and to produce a copy of such policy of insurance to the lender

without cost on demand and to make use of the proceeds of such policy to promptly make good any injury damage or destruction for which such proceeds were paid and to make good any shortfall out of the Borrowers own funds.

9.5.2 If at any time the Lender shall so require to cause the interest of the Lender to be noted on the policy or policies issued pursuant to clause 9.5.1.

INDEMNITY

9.6 To keep the Lender indemnified against all claims of any description arising in relation to the Property or its use.

9.7 In the event of default in payment of any sums secured to pay to the Lender on demand, on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this Deed (including all commission, legal and other professional costs, fees and disbursements and VAT on them. For the purposes of this clause costs will include not only those costs, charges, expenses and liabilities that would otherwise be allowable between a Mortgagor and a Mortgagee but also (in so far as they are not also allowable) all cost in connection with the contemplation and institution of proceedings and action in connection with enforcement, preservation and protection of the security constituted by this Deed and the exercise of any power, right or discretion conferred by this Deed.

LENDER RIGHT OF ENTRY

9.8 To permit the Lender and/or their representative at any time upon reasonable notice being given to enter upon any part of the Property to inspect the state and condition of the same without becoming liable as Mortgagee in possession.

PRODUCTION OF INSURANCE

9.9 To produce to the Lender whenever reasonably required, without charge, a copy of the Borrowers insurance policy for the Property provided that if the Borrower fails to provide such a policy the Lender may put such policy in force as it deems appropriate and all costs in connection therewith shall be payable by the Borrower in addition to the Principal Sum.

PLANNING

9.10 To comply with the conditions of any Planning Permission, Environmental Law, regulation, directive and code of practice relating to the Property.

POWER OF SALE

9.11 The power of sale applicable to this Charge will arise two months from the date hereof.

COMPOUND INTEREST

9.13 If the Principal Sum is not repaid by the expiration of twelve (12) months from the date hereof any outstanding interest will be compounded (both then and at the expiration of each subsequent twelve (12) month period) and the Borrower must then pay interest at the said monthly rate after each occasion that compounding takes place on the compounded sum up to and including the date of repayment. **PROVIDED** that nothing herein shall constitute an agreement by the Lender to extend the said period of twelve (12) months.

9.14 The Borrower warrants that the Property has been acquired namely for redevelopment or refurbishment and not for the

occupation by the Borrower or any member of the family of the Borrower

LENDERS POWER AND RIGHTS

10.1 Section 103 of the Law of Property Act 1925 shall not apply to this security.

10.2 The power of sale conferred upon Mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any persons exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit.

10.3 By way of extension of powers contained in the Law of Property Act 1925 Sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he Lender has entered into possession of the Property or has appointed a Receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of Leases of the Property or any part or parts of it or agreed to do so without restrictions in such manner and on such terms and conditions as the Lender shall think fit. For the purpose of these powers the provisions of Sections 99 and 100 shall be deemed to have been enacted with the omission of Sections 99(18) and 100(12).

10.4 At any time after the security has become enforceable and notwithstanding the appointment of any Receiver the Lender may in the absolute discretion of the Lender exercise any power which a Receiver appointed by him could exercise.

10.5 The powers granted or extended by this clause shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any interested party whether in negligence or otherwise.

APPOINTMENT OF RECEIVER

11.1 At any time after the security becomes enforceable the Lender may by writing under hand appoint any person or persons to be Receiver of all or any part of the Property.

11.2 The Lender may at any time and from time to time in like manner remove any Receiver so appointed and appoint another in his place or appoint an additional person as Receiver..

11.3 The Lender may either at the time of appointment or at any time thereafter and from time to time fix the remuneration of any Receiver so appointed.

11.4 None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of Receivers or as to the giving of Notice or otherwise shall apply.

11.5 When one or more Receiver is appointed they shall have the power to act severally.

11.6 Any Receiver so appointed shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts and defaults and for his remuneration.

11.7 Any Receiver so appointed shall have all powers conferred on Mortgagees or Receivers by the Law of Property Act 1925 (but without the restrictions contained in Section 103 of that Act) or on Administrative Receivers appointed under the Insolvency Act 1986

Schedule 1 except to the extent to which those powers are expressly or impliedly excluded under the terms of this security. In the event of ambiguity or conflict the terms of this security will prevail.

11.8 Any Receiver appointed shall have power at his discretion to such extent and upon such terms as he shall in his absolute discretion think fit. Notwithstanding the administration or liquidation of the Borrower to do or omit to do anything which the Borrower could do or omit to do in relation to all or any of the Property and in particular (but without limitation) any such Receiver shall have power:-

- (a) to take possession of, collect in and get in all and any part of the Property and for that purpose to bring proceedings in the name of the Borrower.
- (b) To manage or carry on or concur in carrying on any business of the Borrower in the Property;
- (c) to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 Sections 99 and 100) of, or otherwise dispose of or deal with any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name of the Borrower or otherwise;
- (d) to seise and sever all or any fixtures at or in the Property and sell the same expressly from the Property or its site;
- (e) to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Borrower or the Property or in any way relate to this security;
- (f) to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to matters incurred to in this clause;
- (g) to disclaim, abandon or disregard any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security;
- (h) to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any parts of the Property and to apply for and obtain any appropriate permissions, approvals, consents or licences;
- (i) to appoint, employ and dismiss managers, officers, contractors or agents;
- (j) to do (whether in the name of the Borrower or otherwise) all such acts and things as the Receiver may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any such matters or to the exercise of any power;
- (k) to sign any Deed or document in the name of or on behalf of or as attorney for the Borrower and the Borrower hereby irrevocably appoints any and all Receivers appointed to sign in the name of the Borrower;
- (l) all money received by the Receiver shall be applied by the Receiver as follows:-
- (m) in payment of the costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any powers and outgoings incurred by the Receiver.
- (n) In payment to the Receiver such remuneration as may be agreed between him and the Lender at or from time to time after appointment;

(o) In order to all satisfaction of the amount owing on the security and the suplus (if any) shall be paid to the Borrower or other persons entitled to it;

INDULGENCE

12. The Lender may at any time without discharging or diminishing or any way prejudicing this security or any right or remedy of the Lender grant to the Borrower, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release obtain from perfecting or enforcing or neglect or fail to perfect or enfocr any remedy, security, guarantee or rights which the Lender may now or in the future have from or against the Borrower or any other person.

DEMANDS AND NOTICES

13.1 Any demand or Notice by the Lender shall be deemed to have been properly served on the Borrower if sent by first class post or recorded delivery to ~~105 Ayres Road, Manchester M167GS~~ or such other address within England as shall have been notified by the Borrower to the Lender by Recorded Delivery.

13.2. Letters sent by first class post shall be deemed to have been received on the second business day following the day of posting.

13.3 The methods of posting in this clause are in addition to and without prejudice to any other method of service prescribed or permitted by law.

SEVERANCE

14. Each provision of this Mortgage is severable and distinct from all other provisions. If at any time any one or more provision is or becomes invalid, illegal or unenforcesable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

GOVERNING LAW AND RESTRICTION

15. This Charge will be governed by and construed in accordance with English Law. The parties hereto irrevocably agree for the exclusive benefit of the Lender that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Mortgage.

VS

INDEPENDENT ADVICE

16. The Borrower acknowledges that ~~she~~^{it} has had independent legal advice on this charge from Mr Gerry Harrington of Moss and Coleman solicitors of 170-180 High Street, Hornchurch Essex RM12 6JP

6 Ridgelys Road, Romford AM25PR VS

Execution

Executed as a Deed by

DREAMPOSTCODE LIMITED

Acting by VIVEK SRIVASTAVA

In the presence of

Witness Signature.

Gerald David Harrington

Full Name.....

Address..... Moss & Coleman
Solicitors.....

..... 170-180 High Street
..... Hornchurch
..... RM12 6JP

Executed as a Deed on the date hereof

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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FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11368968

Charge code: 1136 896 8 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th July 2020 and created by DREAMPOSTCODE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th August 2020 .

Given at Companies House, Cardiff on 14th August 2020



Companies House



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