



Registration of a Charge

Company name: **KORU PROPERTY LETTINGS LIMITED**

Company number: **11511011**



X7J9ANXN

Received for Electronic Filing: **22/11/2018**

Details of Charge

Date of creation: **09/11/2018**

Charge code: **1151 1011 0002**

Persons entitled: **PETER JONATHAN GALLON**

Brief description: **LEGAL MORTGAGE OVER 66 CABELL ROAD GUILDFORD GU2 8JF**

Contains fixed charge(s).

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: **SUZANNE PORTEOUS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11511011

Charge code: 1151 1011 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th November 2018 and created by KORU PROPERTY LETTINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd November 2018 .

Given at Companies House, Cardiff on 26th November 2018

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

I CERTIFY THIS A
TRUE AND COMPLETE
COPY OF THE ORIGINAL
ROBBINS LLP SOLICITORS
CONCORD HOUSE
165 CHURCH STREET EAST
WOKING
SURREY GU24 0HU
22/11/18

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(§) of the property: SY612201
2	Property: 66 Cabell Road, Park Barn, Guildford, GU2 6JF 8JF
3	Date: 9 November 2018
4	Borrower: Koru Property Lettings Limited (Company Number 11511011) whose registered office is at 4 Pulens Lane, Petersfield, Hampshire, GU31 4DB <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:
5	Lender for entry in the register: Peter Jonathan Gallon of 4 Pulens Lane, Petersfield, Hampshire, GU31 4DB <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.

6 Lender's intended address(es) for service for entry in the register:
4 Pulens Lane, Petersfield, Hampshire, GU31 4DB

- 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 the 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 the 9th day of November 2018 in favour of Peter Jonathan Gallon referred to in the Charges Register or their conveyancer

9 Additional provisions

WHEREAS:

(A) The Lender has advanced the Loan referred to in the Loan Agreement dated the day of 18th October 2018

(B) The Loan has been provided by Peter Jonathan Gallon was referred to in this Deed as the "the Lenders"

(C) Beneficially, the Loan has been provided by Peter Jonathan Gallon

9.1.1 This Legal Charge secures all monies now advanced by the Lender to the Borrower owed by the Borrower to the Lender as at the date hereof ("the Loan") and such other further sums (if any) as may be accrued pursuant to exercise the powers contained in this Legal Charge or by statute or otherwise or agreed subsequently between the parties.

9.2.1 The Borrower and the Lender agree that the Loan referred to in the Loan Agreement (hereinafter called "the Loan Agreement")

9.2.2 The interest on the Loan is set out in the Loan Agreement

9.2.3 The Loan is repayable in accordance with the Loan Agreement

9.2.4 Failure by the Borrower to adhere to the repayment plan detailed in the Loan Agreement above shall entitle the Lender to enforce this security as the Lender in their sole discretion may decide jointly or independently

9.3 The Borrower covenants with the Lender:-

9.3.1 To observe and perform the covenants referred to on the Charges Register of the above Title Number

9.3.2 To keep the Property in good and substantial repair and condition and permit the Lender and his agents at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition without becoming mortgagee in possession;

9.3.3 That if the Borrower shall fail to keep the Property in good and substantial repair the Lender may enter upon the Property and execute such repairs as they may consider necessary or proper without thereby becoming mortgagees in possession whereupon the Borrower will on demand repay to the Lender all expenses incurred by them in executing such repairs;

9.3.4 To ensure that the Property is kept insured to its full replacement value with an insurance company of repute and the Lender's interest noted and will when required by the Lender deliver to them the policy of insurance and the receipt for each payment;

9.3.5 To pay and to keep the Lender indemnified against all rents rates taxes levies assessments impositions and outgoings whatsoever (whether governmental municipal contractual or otherwise) which may be or become imposed upon or payable in respect of the Property or any part of it;

9.3.6 That all expenses damages and costs incurred by the Lender in relation to any breach of covenant affecting the Property and binding upon the Borrower to which the Lender may become subject shall be reimbursed by the Borrower;

9.3.7 Not to make any disposition of the Property (nor any part thereof nor any interest therein) without the consent of the Lender or other the registered proprietor for the time being of this Legal Charge and to apply to the Chief Land Registrar to enter upon the Register a restriction in appropriate form;

9.3.8 Not to grant or agree to grant any lease or tenancy or licence to occupy the Property nor to part with or share possession or occupation of the Property without the prior written consent of the Lender.

9.4

9.4.1. Section 103 of the Law of Property Act 1925 shall not apply to this security except as hereby modified.

9.4.2 This security shall be immediately enforceable and the power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in Section 103 of the Law of Property Act 1925.

9.4.3. If the Lender does consent to the creation of a mortgage or charge on the Property (which decision shall be at the sole absolute discretion of the Lender) then the Lender may require a priority agreement or deed with the proposed mortgagee or chargee which in the case of registered land will require registration and will be a public document.

9.5. The Lender may appoint or remove by deed or otherwise a receiver of the Property and any receiver appointed by the Lender shall (in addition to all powers conferred on him by law) have the following powers which in the case of joint receivers may be exercised jointly or severally and the expenses incurred in connection therewith being further secured by this Legal Charge and the Lender may fix and pay the fees and expenses of the receiver but any receiver shall be deemed to be the agent of the Borrower and the Borrower shall be solely responsible for the receiver's acts, default and remuneration:-

9.5.1. To take possession of and generally manage the Property and any belongings of the Borrower remaining upon it.

9.5.2. To carry out on the Property any new works or complete any unfinished works

of building reconstruction maintenance furnishing or equipment.

9.5.3. To purchase or acquire land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land.

9.5.4. To sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property and the belongings of the Borrower upon it without restriction including (without limitation) power to dispose of any fixtures separately from the Property.

9.5.5. To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Borrower.

9.5.6. To take continue or defend any proceedings and enter into any arrangements or compromise.

9.5.7. To insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen.

9.5.8. To employ advisers consultants managers agents workmen and others and purchase or acquire materials equipment goods or supplies.

9.5.9. To borrow any money and secure the payment of any money in priority to the Loan for the purpose of exercise of any of his powers.

9.5.10. To do any other acts which the receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property charged by this deed.

9.6. The Borrower grants to such receiver an irrevocable licence and power to remove store sell and/or dispose of any belongings or personal property of the Borrower found by the receiver at the Property and the receiver will account to the Lender for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Borrower to the Lender.

9.7. A receiver shall apply the monies he receives first in payment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in s.109(8) of the Law of Property Act 1925.

9.8. The Borrower irrevocably appoints the Lender and any receiver severally to be Attorney of the Borrower (with full power of substitution and declaration) in the Borrower's name and on the Borrower's behalf and as the Borrower's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Lender or any receiver pursuant to this deed or the exercise of any of their powers.

9.9. The Lender may appropriate all payments received for the account of the Borrower in reduction of the Loan as the Lender in their sole discretion may decide.

9.10. This deed is in addition to any other security present or future held by the Lender over the Property for the settlement of the Loan and further sums whether expenses or otherwise accrued upon it and shall not merge with or prejudice such other security or any other contractual or legal right of the Lender to recover the Loan.

9.11. The Borrower will at the Borrower's own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect his security or further to secure the Loan.

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.

9.12.

9.12.1. Any notice or demand by the Lender may be sent by post or fax or delivered to the Borrower at the Borrower's last known address.

9.12.2. A notice or demand by the Lender by post shall be deemed served on the day after posting.

9.12.3. A notice or demand by the Lender by email shall be deemed served at the time of sending.

10 Execution

Executed as a deed by
KORU PROPERTY LETTINGS LIMITED

acting by a director

Signature.....

Director

In the presence of:

Signature of Witness.....

Name (in BLOCK CAPITALS).....

Address.....
HANTS GU31 4DG

Executed as a Deed by
PETER JONATHAN GALLON
in the presence of:

Signature of Witness.....

Name (in BLOCK CAPITALS).....

Address.....
HANTS GU31 4DG

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.