



Registration of a Charge

Company Name: **BUILD PROPERTY INVESTMENTS LIMITED**

Company Number: **13249935**



Received for filing in Electronic Format on the: **08/06/2022**

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Details of Charge

Date of creation: **24/05/2022**

Charge code: **1324 9935 0001**

Persons entitled: **LESLEY ANN FAIRLIE**

Brief description: **41 MANCHESTER STREET AND 1 KING STREET, OLDHAM REGISTERED
AT THE LAND REGISTRY WITH TITLE NUMBER GM 783469**

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: **ANDREW DAVID FAIRLIE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13249935

Charge code: 1324 9935 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th May 2022 and created by BUILD PROPERTY INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th June 2022 .

Given at Companies House, Cardiff on 10th June 2022

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**

Date

24 May

2022



(1) BUILD PROPERTY INVESTMENTS LIMITED

(2) LESLEY ANN FAIRLIE

Mortgage Deed

re: 41 Manchester Street and 1 King Street, Oldham

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LAND REGISTRATION ACT 2002

**County and District: Greater Manchester :
Oldham**

Title Number: GM 783469

**Property: 41 Manchester Street and 1 King
Street, Oldham**

THIS DEED DATED

24 May

2022

is made between

- (1) BUILD PROPERTY INVESTMENTS LIMITED
(Company No: 13249935) whose registered office
is c/o Kay Johnson Gee, 1 City Road East,
Manchester M15 4PN (the **Chargor**)
- (2) LESLEY ANN FAIRLIE of 27 West Road, Bowdon,
Altrincham, Cheshire WA14 2LA (the **Chargee**)

AND Witnesses as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 In this Deed:

Encumbrance means any mortgage, charge, option, pledge, lien, assignment, hypothecation, security interest, preferential right or trust arrangement, lease, tenancy agreement, licence or other encumbrance interest security agreement or arrangement of any kind or any right conferring or purporting to confer a priority of payment;

Enforcement Event means the occurrence of any of the events or things referred to in clause 7

Expenses means all fees and legal and other costs charges and expenses which the Chargee or any Receiver may charge or incur in relation to the Chargor or this Deed or the Loan and the preparation negotiation and creation of this Deed and/or in relation to the Charged Property and/or breach of any provision of and the protection realisation or enforcement of this Deed or the Loan in each case on a full indemnity basis;

Full Title Guarantee has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994;

Insolvency Event means (i) the Chargor becomes insolvent or is unable to pay its debts or enters into a voluntary arrangement or other dealing with any of its creditors with a view to avoiding, or in expectation of, insolvency or stops or threatens to stop payments to creditors generally or (ii) an encumbrancer takes possession or receiver or manager is appointed of the whole or any material part of the assets of the Chargor;

Interest means the interest payable by the Chargor to the Chargee at the rate of 12% per annum

LPA means the Law of Property Act 1925;

Loan means the sum of £[50,000] ([fifty thousand]) pounds and any other sums advanced by the Chargee to the Chargor or the amount thereof outstanding from time to time, together with all Interest.

Property means the leasehold property described in Schedule 1 together with all buildings and fixtures (including trade and other fixtures and tenants fixtures) and fixed plant and machinery

owned by the Chargor and from time to time in or on such property and the proceeds of sale of such assets and the benefit of all warranties guarantees or other agreements from time to time relating to the Property or any such buildings or fixtures;



Receiver means a receiver and/or manager and any substitute for any such person and whether appointed under this Deed or pursuant to any statute or otherwise;

Secured Liabilities means all or any liabilities which are for the time being and from time to time due, owing or payable, or expressed to be due, owing or payable, in whatsoever manner to the Chargee by the Chargor pursuant to this Deed whether present or future, actual or contingent, and whether incurred solely or jointly, together with Interest and Expenses; and

Security means the security constituted by this Deed and any other security created or constituted by the Chargor pursuant to or in compliance with any requirement made pursuant to this Deed.

1.2 In this Deed, unless the context otherwise requires:

1.2.1 all references to a statute shall be construed as including references to:

- (a) any statutory modification, consolidation or re-enactment (whether before or after the date of this Deed) for the time being in force;
- (b) all statutory instruments or orders made pursuant to that statute; or
- (c) any statutory provisions of which it is a consolidation, re-enactment or modification;

1.2.2 any phrase introduced by the terms 'including', 'include, in particular' or any similar expression is illustrative only and does not limit the sense of the words preceding those terms;

1.2.3 any reference to this Deed or to any other agreement or document shall be construed as references to this Deed or, as the case may be, such other agreement or document, in each case as amended, supplemented,

restated or novated from time to time; and

1.2.4 the expressions **Chargee** and **Chargor** where the context admits include their respective transferees, successors and assigns.

1.3 The headings in this Deed are inserted for convenience only and do not affect the interpretation of this Deed.

2 LOAN

The Chargee shall lend, and the Chargor shall borrow, the Loan on and subject to the terms set out in Schedule 2

3 SECURITY

3.1 The Chargor with Full Title Guarantee charges as continuing security for the payment and discharge of the Secured Liabilities by way of first legal mortgage the Property;

4 NEGATIVE PLEDGE

4.1 The Chargor shall not, without the prior written consent of the Chargee,

4.1.1 create or permit to subsist or arise any Encumbrance on the Property or any part thereof; or

4.1.2 sell, grant or agree to grant any lease or tenancy of, or assign or otherwise dispose of all or any part of the Property.

5 COVENANTS BY THE CHARGOR

5.1 The Chargor covenants with the Chargee at all times during the continuance of the Security:

5.1.1 to keep (or to procure the keeping of) the buildings installations and structures (whether fully built or in course of construction) and all fixtures and fittings therein or thereon and other erections from time to time upon the Property in good and substantial repair;

5.1.2 to keep the buildings installations and structures and all fixtures and fittings situate on the Property and other erections comprehensively insured against all usual risks in their full replacement value all such insurances to be placed with a reputable UK insurer approved by the Chargee in writing with the interest of

the Chargee as mortgagee noted thereon;

5.1.3 to comply in all material respects with the terms of all applicable laws directives and regulations affecting the use, enjoyment or occupation of the Property, including without limitation all environmental laws, legislation relating to public health, town & country planning, control and handling of hazardous substances or wastes, fire precautions and health and safety at work and forthwith to notify the Chargee in writing of any non-performance or non-observance or any alleged non-performance or non-observance;

5.1.4 to perform and observe all agreements restrictions stipulations and conditions affecting the Property or the use or enjoyment of it and forthwith to notify the Chargee in writing of any non-performance or non-observance or any alleged non-performance or non-observance;

5.1.5 to notify the Chargee of the occurrence of any Enforcement Event forthwith upon becoming aware of the same;

5.1.6 not to grant any other legal charges over the Property without the prior written consent of the Chargee.

6 POWER TO REMEDY

If the Chargor fails to perform or observe any covenant agreement or condition on its part contained in this Deed it shall be lawful for but not obligatory upon the Chargee in order to make good such failure in whole or in part and at the Chargor's cost to remedy such failure.

7 ENFORCEMENT EVENT AND ENFORCEMENT

7.1 Secured Liabilities shall become due and payable on demand and the Security shall be enforceable immediately upon the occurrence of an Enforcement Event.

7.2 The following are Enforcement Events:

7.2.1 the failure by the Chargor to pay on the due date the Secured Liabilities or any part of them;

7.2.2 the occurrence of an Insolvency Event in respect of the Chargor; or

7.2.3 any breach by the Chargor of any of the covenants or agreements on the part of the Chargor contained in this Deed.

7.3 Section 103 LPA shall not apply to this Deed nor to any sale by the Chargee or a Receiver under that Act and the Secured Liabilities shall be deemed to have become due, and the statutory power of sale and appointing a Receiver under Sections 101 and 109 of the LPA (as varied and extended under this Deed) shall as between the Chargee or such Receiver and a purchaser from the Chargee or such Receiver arise and be exercisable at any time after the execution of this Deed provided that the Chargee shall not exercise this power of sale until the Chargee shall have demanded payment of any of the Secured Liabilities or an Enforcement Event shall have occurred but this proviso shall not affect a purchaser or put him upon enquiry as to whether such monies have become payable or as to whether an Enforcement Event has occurred.

8 APPOINTMENT AND POWERS OF RECEIVER

8.1 The Chargee shall be entitled to appoint in writing under hand any person or persons to be a Receiver of all or any part of the Charged Property (and where more than one Receiver is appointed they may be given power to act either jointly or severally) at any time after the occurrence of an Enforcement Event.

8.2 The Chargee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.

8.3 The Receiver shall (so far as the law permits) be the agent of the Chargor (who shall alone be personally liable for his acts defaults omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA and the Insolvency Act 1986 in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to, but without limiting any general powers referred to above (and without prejudice to any of the Chargee's powers or the generality of the foregoing) the Receiver shall have power in the name of the Chargor or

otherwise to do the following things namely:

8.3.1 to take possession of collect and get in all or any part of the Property and for that purpose to take any proceedings as he shall think fit;

8.3.2 to sell, lease surrender or accept surrenders of leases ,charge or otherwise deal with or dispose of the Property without restriction including (without limitation) power to sever, and dispose of any fixtures or chattels separately from the land;

8.3.3 to make and effect all repairs and improvements to the Property;

8.3.4 to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit; and

8.3.5 to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.

8.4 All of the powers of the Receiver under this Deed may be exercised by the Chargee at any time after the Secured Liabilities have become due, whether as attorney of the Chargor or otherwise, and whether or not a Receiver has been appointed.

8.5 A Receiver shall apply all money he receives (subject always to the provisions of the Enterprise Act 2002) first in repayment of all money borrowed by him in relation to his appointment under this Deed and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the LPA.

9 CHARGEES LIABILITY

In no circumstances shall the Chargee be liable to account to the Chargor as a mortgagee in possession or otherwise for any moneys not actually received unconditionally and irrevocably by the Chargee.

10 PROTECTION OF THIRD PARTIES

Any purchaser or any other person dealing with the Chargee or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or

he is purporting to exercise has become exercisable or whether any money is due under this Deed or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Chargee or such Receiver. All the protection to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Chargee or any Receiver.

11 FURTHER ASSURANCE AND POWER OF ATTORNEY

11.1 The Chargor shall from time to time execute and do all such assurances and things as the Chargee may reasonably require for perfecting this Security and, after the monies secured by this Deed shall have become payable, for facilitating the realisation of all or any part of the Charged Property and for exercising all powers, authorities and discretions conferred by this Deed or by law on the Chargee or any Receiver appointed by it.

11.2 The Chargor by way of security for the payment of the Secured Liabilities irrevocably appoints the Chargee to be the attorney of the Chargor to execute and do any things which the Chargor ought to execute and do under this Deed and generally to use the name of the Chargor in the exercise of all or any of the powers conferred on the Chargee or any Receiver appointed by it under this Deed and to delegate all or any of the powers conferred by this Deed upon it to any Receiver appointed by it or to such other person or persons as it may in its absolute discretion think fit. The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers authorities and discretions granted or referred to in this Deed.

12 CHARGEES RIGHTS

All powers of the Receiver may be exercised by the Chargee whether as attorney of the Chargor or otherwise.

13 CONTINUING SECURITY

13.1 The Security shall be a continuing security to the Chargee notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be

prejudiced or affected by any security relating to the Property or to any other property or any other security which the Chargee may now or at any time in the future hold in respect of the Secured Liabilities or any of them and shall continue in full force and effect as a continuing security until discharged.

13.2 Section 93 of the LPA shall not apply to this Deed or the Security.

14 NOTICES

Every notice demand or other communication under this Deed shall be in writing and may be delivered personally or by letter or facsimile or email to the address for such party contained in this Deed, or such address and/or facsimile number and/or email address as may be notified in accordance with this Clause 14 by the relevant party to the other party for such purpose.

15 MISCELLANEOUS

15.1 No delay or omission on the part of the Chargee in exercising any right or remedy under this Deed shall impair that right or remedy or operate as or be taken to be a waiver of it; nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Deed of that or any other right or remedy.

15.2 The Chargee's rights under this Deed are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Chargee deems expedient.

16 REGISTERED LAND

The Chargor consents to the entry of the following restriction against the Chargor's title to the Property at the Land Registry and shall provide the Chargee with all necessary assistance and/or documentation to permit entry of the restriction:

"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 the

24 day of May 2022 in
favour of Lesley Ann Fairlie referred to in the
charges register, or their conveyancer."

17 LAW AND JURISDICTION

This Deed is governed by and shall be construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.

IN WITNESS WHEREOF this document has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it

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**Schedule 1
(the Property)**

The leasehold property known as 41 Manchester Street and 1 King Street, Oldham as the same is registered at the Land Registry with Title No. GM 783469 and any part or parts of it and including all rights attached or appurtenant to it and all buildings fixtures fittings plant and machinery from time to time situate on it.

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**Schedule 2
(Loan Terms)**

1 DRAWDOWN

Subject to no Event of Default having occurred and no other event having occurred which, with the giving of notice or the lapse of time or upon the Chargee making the relevant determination would constitute an Event of Default the Chargee will on the date of this Deed advance the Loan to the Chargor in one amount.

2 REPAYMENT

The Chargor shall repay the Loan together with Interest thereon on or before the [23] day of [November]

3 PAYMENTS

- 3.1 If any payment becomes due on a day which is not a day on which Banks are open for business generally in England, the due date of such payment will be extended to the next day which is such a day.
- 3.2 The Chargor shall make all payments under or in respect of the Loan without set-off or counterclaim and free and clear of any withholding or deduction for or on account of tax, save as may be required by law in which event the Chargor shall account to the relevant authority for the sum withheld and shall deliver to the Chargee upon request a certificate as to the amount withheld or deducted and details of the authority to whom such amount has been paid.

We **BUILD PROPERTY INVESTMENTS LIMITED** confirm that we have been advised to take separate legal advice in relation to this Loan Agreement/Legal Charge.

Executed as a Deed by **BUILD PROPERTY INVESTMENTS LIMITED** acting by one Director in the presence of:-

Signature:-

Name:- PHILIP JAMES BUTTERWORTH

12 BLANTYRE ST

WINTON

N/C R M30 8HY.

Signed as a Deed by **LESLEY ANN FAIRLIE** in the presence of:-

