



Registration of a Charge

LLP name in full: **RUTLAND PROPERTY SERVICES (UK) LLP**

LLP Number: **OC418181**



Received for filing in Electronic Format on the: **09/09/2022**

XBC5TVSB

Details of Charge

Date of creation: **05/09/2022**

Charge code: **OC41 8181 0007**

Persons entitled: **WESTGATE LIMITED**

Brief description: **FLAT A 487 NEW CROSS ROAD LONDON SE14 6TQ**

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: **ANNABEL FORD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC418181

Charge code: OC41 8181 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th September 2022 and created by RUTLAND PROPERTY SERVICES (UK) LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 9th September 2022 .

Given at Companies House, Cardiff on 13th September 2022

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



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

Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

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: TGL141573
2	Property: Flat A, 487 New Cross Road, London SE14 6TQ
3	Date: 5th September, 2022
4	Borrower: Rutland Property Services (UK) LLP <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: OC418181 <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: WESTGATE LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 133994C <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Lender's intended address(es) for service for entry in the register: 18 High Street, Weaverham, Northwich, Cheshire, CW8 3HB

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:

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 prior to the entry of this restriction, is to be registered without the written consent signed by the proprietor for the time being of the charge dated the 5th day September 2022 in favour of **WESTGATE LIMITED**

9 Additional provisions

The amount of the loan (receipt of which is hereby acknowledged by the Borrower is **EIGHTY FIVE THOUSAND NINE HUNDRED AND FIVE POUNDS AND NINETY NINE PENCE ONLY (£85,905.99)** ("the Principal Sum")

The Borrower will repay the Principal Sum together with all interest thereon on the earlier of :-

- 1) Completion of the sale of the Property known as **Flat A, 487 New Cross Road, London, SE14 6TQ (Title number: TGL141573)**

- 5th March 2023
- 2) The 5th day of March 2023 being the date SIX (6) months from the date hereof and which will constitute the legal date for redemption

The Principal sum outstanding from time to time will carry interest at the rate of two per cent (2%) per month until the legal date for redemption

If the legal date for redemption has passed interest will accrue at five per cent (5%) per month and shall be payable monthly arrears on the last banking day of each calendar month

The Charge is not a Charge made for securing further Advances

The Borrower undertakes not to re-mortgage the Property nor accept any further advances under any prior charge registered against the Property and shall not secure any further borrowing against the Property without obtaining the prior written consent of the Lender

The Borrower will 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. Notwithstanding the above provisions of this Charge the loan and all interest on it will become due and payable or repayable forthwith on demand by the Lender if (i) The Borrower fails to pay any sum under this Charge when due or the Borrower is or any such third party giving such security is in breach of any other provisions of this Charge or the security referred to above; (ii) The Borrower is in default under any other financial obligation to any person; or (iii) the Borrower becomes bankrupt or the Borrower makes or seeks an arrangement with the Borrowers' creditors or an interim order is made under section 252(1) of the Insolvency Act 1986 in relation to the Borrower ; or (iv) any distress or Execution is levied on or affects any of the Borrowers property or asset; or (v) the Borrower dies; or (v) by reason of illness or incapacity the Borrower becomes incapable of managing the Borrowers own affairs or the Borrower becomes a patient under any mental health legislation

The Borrower will pay, on demand and on full indemnity basis, all costs and expenses (and VAT) which the Lender may from time to time incur in connection with the loan

Any demand or notice of this Charge and/or the loan will be in writing and (without prejudice to any other effective means of serving it) may be served on the Borrowers personally or by dispatching it addressed to the Borrower at the Property or any of the Borrowers place of business known to the Lender.

Any such demand or notice delivered personally shall be deemed to have been received at the opening of business on the first working day following the day on which it was posted, even if returned undelivered

Time shall be of the essence in respect of the Borrowers obligation under or in respect of the loan but no failure by the Lender in exercising any right or remedy under or in respect of this loan shall operate as a waiver of it, nor shall any other or further exercise of that or any right or remedy

The Borrower further covenants so long as the loan or any part of it or interest or any part of it is outstanding:-

To put and keep the Property in good and substantial repair

To keep the Property insured against fire and other contingencies as commonly covered by a fully comprehensive insurance policy (or as may be required from time to time by the Lender) to its full reinstatement value with responsible and respectable insurers Provided That so long as any money remains owing on the Security of the prior Charge and the Borrower shall keep the Property against any loss and damage by fire and other contingencies pursuant to any covenant contained in the prior Charge such insurance shall be accepted in or towards (according as such insurance shall extend to the full reinstatement value of the property or to some part only of such value) of this covenant but the Borrower shall nevertheless include the name of the Lender in the policies of such insurance if this can be done without committing any breach of the provisions contained in the prior Charge

If the Borrower receives insurance monies in respect of the property to hold them as trustees for the Lender
To serve and perform the restrictive and other covenants and stipulations affecting the Property

Punctually to pay all outgoings in respect of the Property
Not without the written consent of the Lender to carryout any operation or institute or continue any use of the Property for which permission is required under the Law from time to time of Town and Country Planning but which has not been obtained at the date of the Charge

The Borrower will not otherwise without the prior written consent of the Lender grant or agree to grant any lease or tenancy of the Property which has not been granted at the date of this Charge

The Borrower certify that the mortgage has been sanctioned by an order of the court or of the Commissioner

The Lender shall have the power to appoint any person or persons as it thinks fit to be an administrator or joint administrators of the Charged Property or Borrower. Any such receiver may exercise the powers specified in Schedule 1 of the Insolvency Act 1986 (notwithstanding that such receiver may not be an administrative receiver) and in particular any such receiver may but not be limited to deal with, take possession, develop, carry any sale, disposal, realisation, apply for planning permission of the Charged Property. Section 109(8) of the Law of Property Act shall not apply.

The powers and remedies conferred on mortgagees by Section 101 of the Law of Property Act 1925 shall apply to this Loan Agreement but without the restrictions imposed by Section 103 of that Act and the statutory powers of leasing conferred on the Lender shall be extended so as to authorise the Lender to lease and make arrangements for leases at a premium or otherwise and to accept surrender of leases and grant options as the Lender shall think expedient and without the need to observe any of the provisions of Section 99 and 100 of the said Act.

The Lender in exercising its statutory power of sale, and any receiver appointed by the Lender in exercising his powers hereunder, shall be at liberty to sell at such price and on such terms and conditions as it or he in its or sole discretion thinks fit and shall not be under any duty or obligation to obtain the best or any particular price.

The Borrower with full title Guarantee charges to the Lender the Property by way of legal mortgage.

The Borrower irrevocably authorises us or our solicitors in his / her / their name and on his / her / their behalf to make a search for the Borrower's name in the index of proprietor's names at the land Registry. This will only be done if the Borrower fails to pay secured amounts when due or breach any of the conditions in his / her / their facility agreements or this legal charge.

If the secured amounts are not paid in full at the time of Property is sold

- or at any time when we in our reasonable discretion considered that the value of Borrower's equity in the Property

is or is likely to become less than the amount of the secured amounts or

- the Borrower is in breach of any of the conditions of the Facility Agreement or this legal charge

the Borrower hereby charges to Lender as security for the secured amounts any real Property or interest in real Property which the Borrower owns or may have now or in the future. In support of the charge granted pursuant to this clause you give us permission (which the Borrower cannot later withdraw) to register a notice to protect the charge granted pursuant to this clause at the land registry or to register a land charge at the Land Charges department as appropriate.

Neither the Lender nor any such receiver shall be liable to the Borrower or any other person for any loss, damage, cost, expense or liability which the Borrower or any such person may suffer or incur as a direct or indirect result of the Lender exercising its statutory power of sale, as hereby varied or extended, or such receiver exercising his power hereunder

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.

10 Execution

EXECUTED as a DEED by the said

Rutland Property Services (UK) LLP

In the presence of

Witness Signature

Name **AIAN HARDING**

Address **33 STERBORNE DRIVE**

BASILDON, ESSEX, SS13 1RH

Occupation **CONSULTANT**

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.