



Registration of a Charge

Company name: **W.A. TRUELOVE & SON LIMITED**

Company number: **00293103**



X8HTCPK2

Received for Electronic Filing: **08/11/2019**

Details of Charge

Date of creation: **06/11/2019**

Charge code: **0029 3103 0012**

Persons entitled: **R J HOLLAND (HOLDINGS) LIMITED**

Brief description: **11 LANGLEY PARK ROAD SUTTON SM1 4TB**

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: **JAMIE WREN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 293103

Charge code: 0029 3103 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th November 2019 and created by W.A. TRUELOVE & SON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th November 2019 .

Given at Companies House, Cardiff on 11th November 2019

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**

LAND REGISTRY

LAND REGISTRATION ACTS 1925 TO 1986

CHARGE OF WHOLE

County and District or

London Borough

: Sutton

Title Number

: SGL477156

The Property

:11 Langley Park Road Sutton Surrey

SM1 4TB

Date

: 6th November 2019

1. In consideration of a facility of **ONE HUNDRED AND FIFTY THOUSAND POUNDS (150,000.00)** ("the Principal Sum") being made available for draw down at times and amounts that the borrower shall notify and which is hereby acknowledged **W A TRUELOVE & SON LIMITED** of 116-118 Carshalton Road, Sutton Surrey SM1 4RL registered in England as company number 00293103, ("the Borrower") with full title guarantee **HEREBY CHARGES** the land comprised in the title as referred to above to **R J HOLLAND (HOLDINGS) LIMITED** of Kempston Mill Hill Edenbridge Kent TN8 5DQ, registered in England as company number 00421489 ("the Lender") on demand in accordance with clause 2 of all money secured by this Deed
2. It is hereby agreed that the Principal sum borrowed shall be repaid by the first anniversary of the date of this charge. The Borrower may at any time repay all or part of the Principal Sum secured by this Deed and such payment will not incur a penalty for early repayment. The Lender may agree to extend the repayment date but in the absence of such agreement the remaining Principal Sum together with all interest accrued on the debt shall be repaid in full.

3. The Borrower shall pay interest in arrears on the Principal Sum at the rate of 3.25% per annum to the Lender, calculated and added to the balance on a daily basis.
4. The Lender hereby indemnifies the Borrower against all and any income or other taxes which may be due or payable in respect of interest payments received by the Lender
5. The provisions of S93 of the Law of Property Act 1925 shall not apply to this Deed
6. Section 103 of the Law of Property Act 1925 shall not apply to this Deed and the statutory and other powers of sale and appointing a Receiver shall arise on the date of this Deed and shall become exercisable by the Lender without notice to the Borrower immediately on the happening of any one or more of the following events:-
 - (i) If the Lender demands payment of any money secured by this Deed and repayable on demand and it is not paid immediately
 - (ii) If any payment of any money secured by this Deed payable in any other manner or interest payable under it is not paid on the due date whether demanded or not
 - (iii) If the Borrower shall become bankrupt or enter into an arrangement with their creditors
 - (iv) If a distress or execution is levied or issued against any property of the Borrower or any steps are taken by any person to enforce any rights in respect of the property
 - (v) If the Borrower makes a default in observing or fulfilling any of its obligations under this Deed or any Deed made by way of further assurance of supplemental to it and does not make good the default within seven days of the service of notice by the Lender specifying the default
7. Each notice or together communication required to be given under or in connection with this Deed shall be in writing and either delivered personally or by pre-paid first class post and sent to the recipient of the notice at the address specified in this Deed or at such other address as the parties may notify to each other from time to time in accordance with this clause:

Any notice or other communication that the parties give to each other shall be deemed to have been received:

- (a) if given by hand: at the time of actual delivery; and
- (b) if posted: on the second Business Day after the day it was sent by pre-paid first-class post

8. No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent such consent not to be unreasonably withheld signed by the proprietor for the time being of the charge dated 24th day of October 2019 in favour of **R J HOLLAND (HOLDINGS) LIMITED** referred to in the charges register
9. The Borrower shall not without the previous written consent of the Lender such consent not to be unreasonably withheld create or attempt to create or permit to subsist or arise other than the existing charge any mortgage pledge or charge or other security interest in favour of any other person upon the property provided that such charge would not rank in priority to this charge
10. The Borrower will insure the Property to its full reinstatement value during and after construction with an Insurance Company of good repute and will arrange for the interest of the Lender to be noted on the Policy of Insurance
11. A party which is not a party to this Deed shall have no rights to enforce any term or condition of this Deed under the Contracts (Rights of Third Parties) Act 1999

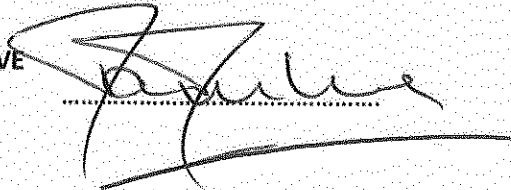
IN WITNESS whereof this instrument has been executed as a Deed the day and year first before written

SIGNED on behalf of **W A TRUELOVE & SON LIMITED** (the Borrower)

By

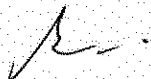
DAVID ALEXANDER HYDE TRUELOVE

Director



in the presence of:-

Witness signature:



Witness name (print):

BRIAN DANIELS

Address:

8 PARK CLOSE CARSHALTON
SURREY SM5 3EU.

Occupation:

RETIRED.

SIGNED on behalf of **R J HOLLAND (HOLDINGS) LIMITED** (the Lender)

By

GEOFFREY MICHAEL PECK

Director



in the presence of:-

Witness signature:



Witness name (print):

BRIAN DANIELS

Address:

8 PARK CLOSE CARSHALTON
SURREY SM5 3EU.

Occupation:

RETIRED.