

MR01
Particulars of a charge



Companies House



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A fee is payable with this form
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COMPANIES HOUSE

☒ **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
an instrument. Use form MR08.

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

1 Company details

Company number 0 9 1 8 3 6 7 4

Company name in full ☒ Earthrise Developments Limited

3

For official use

Filling 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 ☒ 0 8 / 0 3 / 2 0 1 7

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 ☒ Jonathan Howard Abbs

Name

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.

MR01

Particulars of a charge

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.

Brief description

The Tapster, Seed Road, Newnham, Sittingbourne, Kent, ME9 0NA
(registered at HM Land Registry under title number K448708)

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.

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 [●]

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.

☐

[●] This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X

X

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

MR01

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
Merlin Batchelor

Company name
Notary Express

Address
12 Upper King Street

Post town
Norwich

County/Region
Norfolk

Postcode
N R 3 1 H A

Country
England

DX

Telephone
01603298800



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9183674

Charge code: 0918 3674 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th March 2017 and created by EARTHRISE DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st November 2017.

2

Given at Companies House, Cardiff on 7th November 2017



Companies House



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



**IN THE COUNTY COURT AT CENTRAL LONDON
ROYAL COURTS OF JUSTICE
STRAND, LONDON WC2A 1LL**

District Judge Revere

**In the Matter of Earthrise Developments Limited v. The Registrar of Companies
and**

In the Matter of the Companies Act 2006

UPON THE APPLICATION by Claim filed on 10 July 2017 of the above-named Company
("the Claimant")

AND UPON HEARING Ms Samantha Davies, Counsel on behalf of the Claimant, the
Defendant not being in attendance

AND UPON READING THE EVIDENCE

AND UPON the Court being satisfied that the omission to deliver to the Registrar of Companies pursuant to Section 859A of the Companies Act 2006 the Legal Charge dated 8 March 2017 between (1) Earthrise Developments Limited and (2) Jonathan Howard Abbs hereinafter mentioned, together with the prescribed particulars thereof, was accidental or due to inadvertence or some other sufficient cause and/or that it is just and equitable to grant relief

IT IS ORDERED THAT:

Pursuant to Section 859F of the said Act that the time for delivering to the Registrar of Companies for registration of the Legal Charge dated 8 March 2017 and made between Earthrise Developments Limited of the one part and Jonathan Howard Abbs of the other part of certain land and property known as The Tapster, Seed Road, Newnham, Sittingbourne, Kent ME9 0NA (Land Registry Title Number: K448708) to secure repayment of the total sum of £650,000, comprising a repayment of £325,000 of the one part and £325,000 of the other part, with the prescribed particulars thereof is hereby extended to 21 days from the date of this Order.

AND IT IS ORDERED THAT:

The Claimant do deliver an Office Copy of this Order to the Registrar of Companies

AND THIS ORDER is without prejudice to the rights of any person acquired during the period between the date of the creation of the said Legal Charge dated 8 March 2017 between (1) Earthrise Developments Limited and (2) Jonathan Howard Abbs and the date of its/their actual registration

Dated: 30 October 2017

To: Solicitors for the Claimant: Notary Express Limited, 12 Upper King Street,
Norwich, NR3 1HA

Ref: Earthrise Developments Limited v The Registrar of Companies; 1144/2017

H.M. LAND REGISTRY
NOTTINGHAM

COUNTY AND DISTRICT
SWALE

TITLE NUMBER
K448708

PROPERTY
The Tapster Seed Road

Newnham

I certify that this is a true and accurate
copy of the original.

MERLIN BATCHELOR, Notary Public
Commission expires with life

Merlin Batchelor 30 October 2017

Protocol C1295

THIS LEGAL CHARGE is made the 11 day of 11 2017 BETWEEN (1) Earthrise Developments Limited of 10 Forsyth Close West Malling ME19 6BS ("the Buyer") and (2) Jonathan Howard Abbs of Ladys Wood Newnham Lane Sittingbourne Kent ME9 0LH ("the Seller")

WHEREAS

- (1) The Buyer simultaneously to the execution of this deed purchased from the Seller for the sum of Six Hundred and Fifty Thousand Pounds (the consideration) the property described in the First Schedule (the Property)
- (2) Further simultaneously to the purchase of the Property the Buyer entered into a deed with Mint Bridging Limited allowing for certain funding to be provided to the Buyer (The First Mortgage)
- (3) The Buyer is therefore the estate owner in respect of the fee simple absolute in possession of the Property subject to the terms of the First Mortgages but otherwise free from encumbrances.
- (4) The Seller has agreed with the Buyer that the Buyer may defer the payment of half the consideration being Three Hundred and Twenty-Five Thousand Pounds (the Debt) on the following terms
 - a) the Buyer will enter into this deed with the Seller (the Second Mortgage)
 - b) The First Mortgage shall rank above and be registered at Her Majesty's Land Registry above the Second Mortgage.
 - c) The debt secured by the Second mortgage shall become payable on the earliest of the following:
 - i) The sale of the Property by the Buyer
 - ii) The re-financing of the Property by the Buyer
 - iii) The period of two years from the date of this deed

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. Payment of the Debt

In consideration of the Debt from the Seller to the Buyer (receipt of which the Buyer acknowledges) the Buyer covenants with the Lender that he will pay to the Lender the Debt on the earliest of:

- i) The sale of the Property
- ii) The re-financing of the Property
- iii) The period of two years from the date of this deed

2. Legal Charge

For the above consideration the Buyer as beneficial owner charges by way of legal mortgage the Property subject to the terms of the First Mortgage

3. Provision for Redemption

If the Buyer shall pay to the Seller the Debt in accordance with the covenant in Clause 1 the Seller will at the request and cost to the Buyer duly discharge this security.

4. Buyers Covenants

The Buyer further covenants with the Seller as follows:

Insurance of Buildings

That so long as any money remains owing on this security the Buyer will keep the Property insured in the name of the Buyer with the Sellers interest noted on the policy against loss or damage caused by fire and by aircraft in the sum of £650,000.00 at least or to its full insurable value with some insurance office or underwriters approved by the Seller and will make all payments required for the above purposes as and when the same shall become due and will when required by the Buyer deliver to him the policy or policies of such insurance and the receipt of such payment.

5. Power to Settle with Prior Mortgagees

It is agreed that in the event of any proceedings or steps being taken to exercise or enforce any powers or remedies conferred by any encumbrance having priority over this security against the property the Buyer may redeem such prior

encumbrances or procure the transfer of it to himself and may settle and pass the accounts or any encumbrancer entitled to such prior security and any accounts so settled or passed shall be conclusive and binding as well between the Seller and the Buyer as between such prior encumbrancer and the Buyer.

In **witness whereof** the parties hereunto have set their hand the day and year before written

Signed as a deed by the said

JONATHAN HOWARD ABBS

in the presence of:

Executed as a deed by the said

EARTHRISE DEVELOPMENTS LIMITED

Iain Deugreux Palmer J. Deugreux Palmer

in the presence of:

LEE TALLON

34 WOLFE ROAD,

MARTINE,

KENT, ME16 8NX.

[Signature]

First Schedule

The Tapster, Seed Road, Newnham, Sittingbourne, Kent, ME9 0NA registered at HM Land Registry under title number K448708 (**the Property**)