



Registration of a Charge

Company Name: **PPNL SPV B35 - 1 LIMITED**

Company Number: **09986782**



XCTVLNM0

Received for filing in Electronic Format on the: **02/01/2024**

Details of Charge

Date of creation: **21/12/2023**

Charge code: **0998 6782 0009**

Persons entitled: **BIRMINGHAM BANK LIMITED**

Brief description: **ALL THE PROPERTY KNOWN AS 1 UNDERWOOD COURT, 9 GIANTS SEAT GROVE, SWINTON, MANCHESTER M27 8BA, REGISTERED UNDER TITLE NUMBER MAN29552.**

Contains fixed charge(s).

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: **ANDREA TANDAZO**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9986782

Charge code: 0998 6782 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2023 and created by PPNL SPV B35 - 1 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd January 2024 .

Given at Companies House, Cardiff on 4th January 2024

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**

Legal Charge

1. Key Terms

Borrower(s):	PPNL SPV B35-1 Limited
Borrower Company Reg. No. (where applicable):	09986782
Jurisdiction of Incorporation of Borrower (where applicable):	England and Wales
Registered Office of Borrower (where applicable):	27 Old Gloucester Street London WC1N 3AX
Bank:	Birmingham Bank Limited, a company registered in England with company number 0555071 and registered office at Riverbank House, 2 Swan Lane, London EC4R 3TT
Property:	means the property known as 1 Underwood Court, 9 Giants Seat Grove, Swinton, Manchester, M27 8BA
Title Number(s):	[XXXXXX] MAN29552
Date:	21 DECEMBER 2023

Terms defined in the Birmingham Bank Complex Buy to Let Mortgage Terms and Conditions 2023 (First Edition) ("Terms and Conditions") and the Mortgage Offer Letter have the same meaning in this Legal Charge.

2. Covenant to Pay

- (a) The Borrower covenants with the Bank that it will pay, without deduction, set off or counterclaim, the Secured Liabilities when due.
- (b) The Borrower covenants with the Bank that it will indemnify (on a full indemnity basis) the Bank from and against all actions, charges, claims, costs (including any professional fees, disbursements and any tax), damages, proceedings and other liabilities occasioned by any breach of any term of any documents that form the Mortgage Agreement (including, but not limited to, this Legal Charge).
- (c) Interest will accrue in respect of any overdue amount at the Default Interest Rate in accordance with the documents that form the Mortgage Agreement.

3. Land Registry

1 Form of Charge filed at HM Land Registry under reference MD1638A

Birmingham Bank Limited, is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 204478). Registered office: Riverbank House, 2 Swan Ln, London EC4R 3TT. Registered in England. Company No. 055507185512365-1

The Borrower consents to, and applies for, the registration against the registered title(s) of the Property of:

- (a) a restriction in Form P, in the following terms:

"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 [•] in favour of Birmingham Bank Limited referred to in the charges register";

and

- (b) to the extent that the Bank is under an obligation to do so under the Mortgage Agreement, the Bank applies to enter a notice against the registered title(s) of the Property that the Bank is under an obligation to make further advances on the terms and subject to the conditions of the Mortgage Agreement.

4. Continuing Security

- (a) The security created under this Legal Charge:

(i) is created as continuing security for the payment and discharge of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part; and

(ii) is given with full title guarantee.

- (b) The Bank is under no obligation to discharge this Legal Charge unless the Secured Liabilities have been paid in full.

- (c) To the extent that the Bank is under an obligation to do so in the Mortgage Agreement, this Legal Charge is made for securing further loans and the Bank is under an obligation to make those further advances and the Bank applies to enter a notice to this effect against the registered title(s) of the Property.

5. Creation of Security

- (a) The Borrower charges:

(i) by way of legal mortgage, its interest in the Property; and

(ii) to the extent it is not subject to a legal mortgage, by way of fixed charge, its interest in the Property together with all Related Rights in connection with the Property.

- (b) The Borrower assigns absolutely (subject to a proviso for re-assignment on redemption), all Rental Income, present and future, (or to the extent that it has not been effectively assigned, by way of fixed charge) together with all Related Rights in connection with the Rental Income.

- (c) The Borrower charges, by way of fixed charge, the benefit of all Authorisations it holds in relation to the Property, together with all Related Rights in connection with those Authorisations.

- (d) If the Property is leasehold and the Borrower holds a share in a management company in connection with the Property, by way of fixed charge, the Borrower's interest in any such shares.

2 Form of Charge filed at HM Land Registry under reference MD1638A

6. Law of Property (Miscellaneous Provisions) Act 1994

The covenant set out in section 2(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to this Legal Charge.

7. Incorporation of Terms

The Terms and Conditions, the Mortgage Offer Letter and any other documents forming part of the Mortgage Agreement are incorporated into and form part of this Legal Charge.

THIS IS AN IMPORTANT LEGAL DOCUMENT, YOU SHOULD ONLY SIGN IF YOU ARE HAPPY TO BE BOUND BY ITS TERMS.

YOU ARE STRONGLY ADVISED TO TAKE LEGAL ADVICE BEFORE SIGNING.

EXECUTED AS A DEED

NAME OF CORPORATE BORROWER _____

ACTING BY TWO DIRECTORS/MEMBERS, ONE DIRECTOR/MEMBER AND SECRETARY OR BY ONE DIRECTOR/MEMBER IN THE PRESENCE OF A WITNESS

SIGNATORY - DIRECTOR/MEMBER

Name _____

Signature of Director / Member _____

SIGNATORY - DIRECTOR/MEMBER/SECRETARY

Name _____

Signature of Director/Member/Secretary _____

3 Form of Charge filed at HM Land Registry under reference MD1638A

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SIGNATORY -DIRECTOR/MEMBER

Name

HIRON PATEL

Signature of Director / Member

[Signature]

In the presence of

Signature of witness

[Signature]

Witness Name

Mohammed Hogue

Witness address

141 esterbrooke street

Witness occupation

Courier