



Registration of a Charge

Company Name: **ASD BUILD ABERCYNON LIMITED**

Company Number: **12037128**



Received for filing in Electronic Format on the: **07/06/2023**

XC56BHOA

Details of Charge

Date of creation: **31/05/2023**

Charge code: **1203 7128 0001**

Persons entitled: **HENNESSEY CONSTRUCTION LTD
HENNESSEY CONSTRUCTION CONSULTANCY LTD
INA PROPERTIES LIMITED
SWALLOW HILL HOMES LIMITED**

Brief description: **LAND AT YNYSBOETH, MOUNTAIN ASH REGISTERED AT HM LAND
REGISTRY UNDER TITLE NUMBER CYM212528**

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: **PHILIPPA EDWARDS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12037128

Charge code: 1203 7128 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st May 2023 and created by ASD BUILD ABERCYNON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th June 2023 .

Given at Companies House, Cardiff on 12th June 2023

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

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 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives.

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.

1	Title number(s) of the property: CYM212528
2	Property: Land at Ynysboeth, Mountain Ash
3	Date: 31 May 2023
4	Borrower: ASD Build Abercynon Limited (formerly known as ASD Build Salisbury Road Limited) <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 12037128 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
5	Lender for entry in the register: Hennessey Construction Ltd (Company Registration Number 07829709), Hennessey Construction Consultancy Ltd (Company Registration Number 12744903), INA Properties Limited (Company Registration Number 11818454) and Swallow Hill Homes Limited (Company Registration Number 05553529) <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:

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.

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.

6	<p>Lender's intended address(es) for service for entry in the register:</p> <p>Hennessey Construction Ltd - 207 Fidas Road, Llanishen, Cardiff CF14 5NA</p> <p>Hennessey Construction Consultancy Ltd - 768 Newport Road, Rumney, Cardiff CF3 4FG</p> <p>INA Properties Limited - Northwood House, 138 Bromham Road, Bedford MK40 2QW</p> <p>Swallow Hill Homes Limited - Unit G6, Nottingham Business Park, Nottingham NG8 6PY</p>
7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>7.1 charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9.</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:</p> <p>No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated <u>31 May</u> 2023 in favour of Hennessey Construction Ltd, Hennessey Construction Consultancy Ltd, INA Properties Limited and Swallow Hill Homes Limited referred to in the Charges Register or their conveyancer</p>
9	<p>Additional provisions</p> <p>9.1 Loan Agreement</p> <p>This Legal Charge is entered into pursuant to the provisions of a Loan Agreement made between the Lenders (1) ASD Build Limited (2) and the ASD Build Abernant South Limited, ASD Build Abernant North Limited, ASD Build Abercynon Limited and ASD Build Ynyscynon Limited (3) and dated <u>31 May</u> 2023 and the provisions of such Loan Agreement are incorporated herein.</p> <p>9.2 Early repayments</p> <p>Subject to the provisions of the Loan Agreement the Borrower may at any time or times pay off all or any part of the principal money for the time being outstanding.</p> <p>9.3 Interest</p> <p>No interest is payable on the loan.</p>

9.4 Covenants concerning the Property

- (a) The Borrower will not without the Lender's prior consent:
- (i) create or permit to arise any mortgage, charge or lien on the Property
 - (ii) grant or accept a surrender of any lease of the Property
- (b) The powers of leasing or agreeing to lease or of accepting surrenders of leases conferred on a mortgagor in possession by the Law of Property Act 1925 shall not apply to the Charge.

9.5 Principal money to become payable

The whole of the loan shall become repayable in accordance with the terms of the Loan Agreement.

9.6 Entry to inspect or do works

While the Charge is outstanding the Lender may (on reasonable prior written notice) enter and inspect the Property at any reasonable time.

9.7 Lender to be kept informed

The Borrower shall at all times keep the Lender reasonably informed concerning any material communication received by the Borrower relating to the Property in any way whatsoever.

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

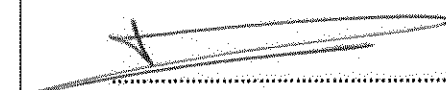
ASD Build Abercynon Limited

acting by

a Director

in the presence of:


.....
Director


.....
Signature of Witness

PHILIPPA EDWARDS
.....

Name of Witness

.....
EDWARDS GLEGG SOLICITORS
.....
10 CROSS STREET
.....
BEESTON
.....
NOTTINGHAM NG9 2NX
Address of Witness

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.