

205653/23

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

MR01

## Particulars of a charge



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable  
Please see 'How to pay'

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is for**  
You may not use this  
register a charge where  
instrument Use form



A15 18/02/2017 #280  
COMPANIES HOUSE

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 2 4 4 6 4 0 6

Company name in full CHICHESTER WALK PROPERTIES LIMITED

For official use

Filing 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 1 3 0 2 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 JAMES TYE AND NSS TRUSTEES LIMITED /

Name

Name

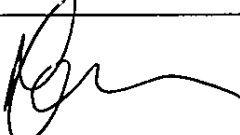
Name

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

<b>4</b>	<b>Brief description</b> 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 By way of Legal Charge all legal interest in the leasehold property known as Flat 17, 71 Eaton Road Margate CT9 1XB and garage registered at the Land Registry under Title Number K920446	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
<b>5</b>	<b>Other charge or fixed security</b> 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 <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> <b>Yes</b>	
<b>7</b>	<b>Negative Pledge</b> 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 <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>8</b>	<b>Trustee statement <sup>①</sup></b> 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 <input type="checkbox"/>	<b>①</b> This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b> Please sign the form here  Signature X  X  This form must be signed by a person with an interest in the charge	

**MRO1**

**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 **JANEV GAZIOGLU**

Company name **MARTIN SHEPHERD SOLICITORS LLP**

Address **753 HIGH ROAD**

Post town **NORTH FINCHLEY**

County/Region **LONDON**

Postcode **N 1 2 8 L G**

Country **UNITED KINGDOM**

DX **N/A**

Telephone **020 8446 4301**



**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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 2446406

Charge code: 0244 6406 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th February 2017 and created by CHICHESTER WALK PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th February 2017.

✓

Given at Companies House, Cardiff on 24th February 2017

# Land Registry

## Legal charge of a registered estate

# CH1

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

Any parts of the form that are not typed should be completed in black ink and in block capitals.

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

We hereby certify this to be a true copy of the original.  
Dated 16.02.2017  
Martin Shepherd Solicitors LLP

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 K920446
2	Property Flat 17, 71 Eaton Road Margate CT9 1XB and garage
3	Date 13/02/2017
4	<p>Borrower Chichester Walk Properties Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 02446406</p> <p><u>For overseas companies</u> (a) Territory of incorporation</p> <p>(b) Registered number in the United Kingdom including any prefix</p>
5	<p>Lender for entry in the register</p> <p>James Tye and NSS Trustees Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 04141920</p> <p><u>For overseas companies</u> (a) Territory of incorporation</p> <p>(b) Registered number in the United Kingdom including any prefix</p>
6	<p>Lender's intended address(es) for service for entry in the register</p> <p>James Tye - 1 Hardwick Court Cambridge Park Wanstead E11 2PT</p> <p>NSS Trustees Ltd - C/o Nigel Sloam &amp; Co Roman House 296 Golders Green Road NW1 9PY</p>

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

We hereby certify this to be a  
true copy of the original.  
Dated 16.02.2017  
Martin Shepherd Solicitors LLP

MS.

7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>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><b>Form N Restriction</b></p> <p>No disposition of the registered estate (other than a charge) 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 Mr James Tye of 1 Hardwick Court Cambridge Park Wanstead E11 2PT or their personal representatives or their conveyancer together with the Consent of NSS Trustees Limited of C/o Nigel Sloam &amp; Co Roman House 296 Golders Green Road NW1 9PY or their Personal Representatives or Conveyancer</p>
9	<p><b>Additional provisions</b></p> <ol style="list-style-type: none"><li>1 The loan is made between the Lender and the Borrower and the amount of the Loan secured against the Property is £50,000 (the Loan) receipt of which the Borrower hereby acknowledges</li><li>2 Interest shall be payable in respect of the Loan at the rate of 10% per annum</li><li>3 The Borrower shall repay the Loan and associated interest in full on 13 February 2018 (the Repayment Date) or such earlier or later date as the parties shall mutually agree in writing. It is hereby agreed between the lender and Borrower that should the Loan be settled early 10% interest on the Loan will be added to the repayment sum due</li><li>4 In the event that full repayment of the Loan and interest is not made on or before the Repayment Date, the interest rate will increase to 20% per annum which shall be paid monthly in arrears on the last day of each calendar month until the Loan and interest is repaid in full</li><li>5 The aforesaid restriction at panel 8 will be removed once the Loan has been repaid in full and all interest payments due under this charge document have been paid to the Lender</li><li>6 The Lender shall be entitled on giving to the Borrower at any time not less than six calendar months' notice in writing of his intention to do so such notice expiring on the last day of any calendar month to recall all or part of the Loan, and upon the expiration of the notice the Borrower shall be bound to repay all or that part of the Loan</li><li>7 Notwithstanding anything hereinbefore contained the Loan shall become immediately repayable -</li></ol> <p>(a) If the Borrower makes default in the payment of any monies due hereunder and the Lender by notice in writing to the Borrower demands immediate repayment of the Loan, or</p> <p>(b) If the Borrower commits any breach of this agreement and in the case of any breach capable of remedy fails to remedy the breach within twenty working days of being required in writing</p>

We hereby certify this to be a  
true copy of the original.  
Dated 16.02.2017  
Martin Shepherd Solicitors LLP

*MS.*

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.

- by the Lender to do so; or
- (c) any judgement or order made against the Borrower by any Court is not complied with within 20 working days; or
- (d) the property of the Borrower become subject to any forfeiture or execution distress or other form of process or
- (e) the Borrower becomes subject to an interim order or makes a proposal for a voluntary arrangement under part viii of the Insolvency Act 1986 or enters or seeks to enter into any other form of composition or arrangement with her creditors whether in whole or in part or
- (f) a petition is presented for the bankruptcy of the Borrower; or
- (g) the Borrower dies or becomes of unsound mind

8. A demand or notice by either party under this agreement shall be deemed to have been properly served on the other party ("the receiving party") if served:-

8.1.1 personally on the receiving party

8.1.2 by recorded delivery post addressed to the receiving party at or by personal delivery to his usual or last known place of abode

8.2 Service shall be deemed to be effected notwithstanding the death of the receiving party at 10:00am on the second business day immediately following the day of posting irrespective of the time or date of actual delivery or lack of delivery or when left at the property concerned if delivered personally.

9. In this agreement the expressions "the Borrower" and "the Lender" include their respective successors and assigns

10. This Charge document shall be construed and interpreted in accordance with English law and in the English Courts.

11. The Parties hereby agree that the Liability of NSS Trustees Limited shall not be personal but shall be limited to the assets of the JPT Pension Scheme under its control from time to time. Further the liability of the Director's of NSS Trustees Limited shall not be personal in any way.

## 10 Execution

Executed as a deed by *D. R. W.*  
**CHICHESTER WALK**  
**PROPERTIES LIMITED** acting by  
a director of  
In the presence of:

Witness Signature. *Matthew Hopwood*

Witness Full Name **MATTHEW HOPWOOD**

Address. **255 MAULIN DRIVE, CHURCH LANGLEY,**  
**HARLOW, ESSEX CM17 9HQ**

Occupation **CHARTERED SURVEYOR**

Executed as a deed by  
**JAMES TYE** acting  
by a director of  
In the presence of.

Witness Signature

Witness Full Name

Address

Occupation

a director of

Valerie Tye

VALERIE PATRICIA TAYLOR

34 Park Road, E12 5HP

Bookkeeper

Executed as a deed by **NSS TRUSTEES LTD**  
acting by two directors

Director 1 Sign

Director 1 Print Name

SALVATORE AVANZATO

Director 2 Sign

Director 2 Print Name

GUY YOUNG

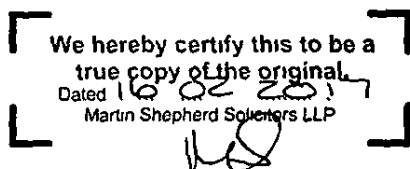
**WARNING**

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

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North Finchley, London N12 8LG  
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