



**Registration of a Charge**

Company name: **W.M. TUBBY LIMITED**

Company number: **00564700**

Received for Electronic Filing: **04/02/2021**



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**Details of Charge**

Date of creation: **04/02/2021**

Charge code: **0056 4700 0052**

Persons entitled: **SHARON LESLEY CORBIN**

Brief description: **LAND ON THE NORTH SIDE OF HALL LANE, OULTON, LOWESTOFT HM  
LAND REGISTRY TITLE NUMBER: SK376931**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **MARK RYMARZ**



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

Company number: 564700

Charge code: 0056 4700 0052

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th February 2021 and created by W.M. TUBBY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2021 .

Given at Companies House, Cardiff on 5th February 2021

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**

**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.

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. 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:<br><b>SK376931</b>  |
| 2 | Property:<br><b>Land on the north side of Hall Lane, Oulton, Lowestoft</b>   |
| 3 | Date: <i>04 February 2021.</i>   |
| 4 | Borrower:<br><br><b>W M TUBBY LIMITED</b><br><br><u>For UK incorporated companies/LLPs</u><br>Registered number of company or limited liability partnership including any prefix:<br><b>00564700</b><br><u>For overseas companies</u><br>4(a) Territory of incorporation:<br><br>(b) Registered number in England and Wales including any prefix:            |
| 5 | Lender for entry in the register:<br><br><b>SHARON LESLEY CORBIN</b><br><br><u>For UK incorporated companies/LLPs</u><br>Registered number of company or limited liability partnership including any prefix:<br><br><u>For overseas companies</u><br>(a) Territory of incorporation:<br><br>(b) Registered number in England and Wales including any prefix: |
| 6 | Lender's intended address(es) for service for entry in the register:<br><br><b>The Lodge, Camps Heath, Oulton, Lowestoft, Suffolk NR32 5DP</b>   |

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.

NS. 124<sup>th</sup> November  
2020.

|   |  |
|---|--|
| 7 | The borrower with<br><input checked="" type="checkbox"/> full title guarantee<br><input type="checkbox"/> limited title guarantee<br><br>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9.2   |
| 8 | <input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register<br><br><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:<br><br>"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 this charge in favour of Sharon Lesley Corbin, or her personal representatives or her conveyancer"   |
| 9 | 9.1 In this Legal Charge "the Deferred Consideration" has the meaning contained in the Contract of <del>even-date</del> made between (1) the Borrower and (2) the Lender "the Contract"<br><br>9.2 The Borrower covenants with the Lender to pay the Deferred Consideration by instalments on the terms set out in clause 13 of the Contract<br>9.3 The Borrower covenants:-<br>9.3.1 Not without the written consent of the Lender to grant or agree to grant any lease or tenancy of the Property or any part of thereof nor to grant any licence in respect thereof nor to part with or share possession or occupation thereof<br>9.3.2 to keep the Property at all times in no worse condition than it is at the date hereof, excepting all works preparatory to and in anticipation of residential development of the Property<br>9.3.3 not to charge the Property in favour of any person without the written consent of the Lender<br><br>9.4 For the purposes of the Law of Property Act 1925 the sum secured by this deed becomes due one month after the date of this deed. The Lender's power of sale under that Act will then arise<br><br>9.5 Section 103 of the Law of Property Act 1925 shall not apply to this security<br><br>9.6 At any time after any part of the Deferred Consideration becomes repayable or the Borrower is in breach of the covenants on the Borrower's part contained within this Legal Charge the security shall become immediately enforceable and the power of sale is amended or varies by this deed shall be immediately exercisable but in respect of the whole or any part of the Property without the restrictions contained in the Act as to the giving of notice or otherwise<br><br>9.7. The Lender covenants:<br><br>9.7.1 to promptly provide its written consent to the Borrower (addressed to HM Land Registry) for the purposes of complying with the aforementioned restriction where the relevant disposition is (a) not in breach of clause 9.3 or (b) |

where the Lender's consent has otherwise been obtained pursuant to clause 9.3

9.7.2 to provide a form DS1 promptly if the monies owed pursuant to the Loan Agreement are repaid in full.

9.7.3 that it will not object to any application for planning permission made by the Borrower for the Property or any neighbouring property

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  
**W M TUBBY LIMITED**  
acting by a Director  
in the presence of:

*Amber Page*  
*Amber Page*  
*23 Alexandra Road,*  
*Haverthwaite, NR32 1PP*

**SIGNED** as a Deed by  
**SHARON LESLEY CORBIN**  
in the presence of:

*EA Hume*  
*26 Gordon Road*  
*Lowestoft*  
*Suffolk*  
*Legal Secretary.*

### 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.