



Registration of a Charge

Company name: **GJB ESTATES LIMITED**

Company number: **08943837**



X5AKMIDC

Received for Electronic Filing: **05/07/2016**

Details of Charge

Date of creation: **30/06/2016**

Charge code: **0894 3837 0003**

Persons entitled: **GORDON JAMES BRODIE
CAROLINE BRODIE
SAM TRUSTEES LIMITED**

Brief description: **A LEGAL CHARGE OVER THE LAND KNOWN AS SUITE A, 112-114
HALLOWELL ROAD, NORTHWOOD, HA6 1DU AND FLAT B (BEING SUITE
B) 112-114 HALLOWELL ROAD, NORTHWOOD, HA6 1DU AND LAND
LYING TO THE WEST OF HALLOWELL ROAD, NORTHWOOD.**

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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8943837

Charge code: 0894 3837 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2016 and created by GJB ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th July 2016 .

Given at Companies House, Cardiff on 6th July 2016

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**

Dated

30 June

2016

GJB Estates Limited

-and-

- (1) Gordon James Brodie
- (2) Caroline Brodie
- (3) SAM Trustees Limited

LEGAL CHARGE

on property known as

Suite A, 112-114 Hallowell Road, Northwood HA6 1DU AND
Flat B (being Suite B), 112-114 Hallowell Road,
Northwood HA6 1DU AND Land Lying to the West of
Hallowell Road, Northwood

H M LAND REGISTRY
Land Registration Acts 1925 – 2002

Administrative Area: Hillingdon

Title Number: AGL69354, AGL81756 and NGL366280

Property:

- (1) Suite A, 112-114 Hallowell Road, Northwood HA6 1DU;
- (2) Flat B (being Suite B), 112-114 Hallowell Road, Northwood HA6 1DU;
- (3) Land Lying to the West of Hallowell Road, Northwood

THIS LEGAL CHARGE is made the 30 day of June 2016

BETWEEN GJB Estates Limited (Company Number 08943837) whose registered office is situate at Tallboys, Hammerfield Drive, Abinger Hammer, Dorking RH5 6QY (the “**Borrower**”) of the one part and Gordon James Brodie, Caroline Brodie and SAM Trustees Limited all care of Talbot & Muir, 22-26 Clarendon Street, Nottingham NG1 5HQ (the “**Lender**”) of the other part

WHEREAS:

- (1) The Borrower is the owner of the freehold property hereby charged short particulars whereof are set out in the First Schedule hereto (“the **Property**”)
- (2) The Lender has agreed to lend the Borrower the sum referred to in clause 1.2 of an agreement of even date made between (1) the Borrower and (2) the Lender (the “**Agreement**”) which sum has repayment secured under the Agreement and is hereinafter called the “**Principal Sum**”
- (3) The Property is free from encumbrances

NOW THIS DEED WITNESSES:

1. The Borrower HEREBY COVENANTS with the Lender to pay to the Lender the sums due to be paid under the Agreement
2. The Borrower HEREBY CHARGES the Property with full title guarantee by way of legal mortgage with the payment in accordance with the Agreement and the covenants on the part of the Borrower herein contained of the Principal Sum and all other money payable by the Borrower under this Deed or under the Agreement or any covenant or obligation implied herein and the Borrower HEREBY CONSENTS to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"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 30 June 2016 in favour of Gordon James Brodie, Caroline Brodie and SAM Trustees Limited referred to in the charges register or their conveyancer."

- 3 The Borrower HEREBY COVENANTS with the Lender that so long as any monies remain due under this deed it will:
 - A (i) keep all buildings for the time being comprised herein insured for such amount or amounts (including therein sums in respect of any loss of rent thereof and any professional fees which may be incurred in or about repairing re-building or reinstating the same) and in such name or names and against loss or damage due to such risks and with such underwriters as the Lender may in each case and from time to time approve; and
 - (ii) make all payments required for such purpose as and when the same shall become due and will when required by the Lender deliver to it a copy of the policy or policies of such insurance and the receipt for each such payment PROVIDED THAT
 - (a) if the Borrower shall fail to perform any of its obligations under this Clause and if the Lender shall take out any insurance on the Property or any part thereof the Borrower will on demand repay to the Lender all payments made by it for that purpose

and will pay interest thereon at the due rate specified in clause 3C hereof from the date of payment until repayment on any monies not repaid on demand as aforesaid and all such monies and interest shall be charged on the Property; and

(b) if at any time the Borrower is entitled to the benefit of an insurance on any building for the time being comprised in this security which is not affected or maintained in pursuance of the obligation aforesaid then all monies received by virtue of such insurance shall if the Lender so requires be applied making good the loss or damage in respect of which the same shall have been received

B observe and perform all the covenants stipulations provisions and conditions contained or mentioned or referred to in the title under which the Borrower holds the Property or any part thereof or on its part to be observed or performed and in case the Borrower shall default in regard thereto the Lender shall be at liberty to remedy the same and any costs expenses or damages incurred by the Lender by reason of any breach as aforesaid shall be deemed to be properly incurred by the Lender

C pay to the Lender the amount of all mortgagees' expenses incurred by the Lender in relation to the security hereby constituted with interest thereon from the date when the Lender becomes liable therefor until payment thereof at the rate equal to two per centum per annum over the base rate of National Westminster Bank plc and the Borrower HEREBY CHARGES the Property with the payment of such expenses and the interest thereon and IT IS HEREBY DECLARED that the expression "mortgagees' expenses" not only includes all expenses as would otherwise be allowable on the taking of an account between a mortgagor and a mortgagee but also includes all monies costs charges and expenses paid and all liabilities incurred by the Lender (including legal costs charges and expenses ascertained as between solicitor and own client) incidental to the Property and shall include all monies costs charges and expenses paid and all liabilities incurred by the Lender for:

(i) inspecting surveying valuing or obtaining any report of any nature or kind whatsoever on or in relation to the Property

(ii) considering or enforcing or attempting to enforce any of the rights and powers hereby or by law vested in the Lender in relation to the Property or this security

4. PROVIDED FURTHER AND IT IS HEREBY AGREED AND DECLARED by the parties that:
- A the Common Law or statutory power of leasing or agreeing to lease and accepting surrenders of leases shall not be exercisable by the Borrower except with the consent in writing of the Lender
- B Section 93 of the Law of Property Act 1925 (restricting the Lenders' right of consolidation) shall not apply to this security
- C Any person deriving title under the Lender being a solicitor accountant surveyor estate agent or other similar professional person shall be entitled to receive for all business transacted or acts done by him or his firm whether before or after the execution hereof and whether of a strictly professional character or not in relation to the security hereby constituted or the Property all such usual remuneration as if he had been acting for some other person who was a Lender hereunder and such remuneration shall be charged upon the Property
- D At any time after an Event of Default (as defined in the Agreements):
- (i) the Lender shall have power by writing under his hand to appoint such person as it thinks fit to be the receiver of the income of the Property or any part thereof and similarly to remove any such receiver and to appoint another in his place and to require any such receiver to insure the Property or any part thereof in such manner as it shall from time to time direct, any receiver so appointed shall be deemed to be the agent of the Borrower;
- (ii) the provisions of Section 109(3) of the Law of Property Act 1925 shall apply to such receiver in like manner as if he had been appointed under Section 101 thereof and accordingly the receiver shall have power to demand and get in all the income of which he has been appointed receiver and to give receipts for the same;
- (iii) the commission which the receiver shall be entitled to retain out of any monies received by him shall be such remuneration and other monies (if any) as at the time when he receives the same shall be in accordance with the authorised scale of professional charges appropriate to the work involved of the Chartered Auctioneers'

and Estate Agents' Institute in force at the time of such collection or in the absence of any such authorised scale such remuneration as is reasonable;

(iv) any monies remaining after making the payments referred to in Section 109(8) (i) – (iii) of the Law of Property Act 1925 shall be applied in satisfaction of such of the Borrower's liabilities hereunder as the Lender shall from time to time direct but subject thereto all monies received by the receiver shall be applied in accordance with the provisions of that section;

(v) a person paying monies to such receiver shall not be entitled or concerned to enquire whether any case has happened to authorise him to act;

(vi) 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 Lender may redeem such prior encumbrances or procure the transfer thereof to the Lender and may settle and pass the accounts of any encumbrancer entitled to such prior security and any accounts so settled or passed shall be conclusive and binding as well between such prior encumbrances and the Borrower as between the Lender and the Borrower;

(vii) all principal money interest costs charges and expenses paid or incurred by the Lender in redeeming or procuring the transfer of any such prior security as aforesaid shall be paid by the Borrower to the Lender on demand with interest from the day of payment as herein provided and until payment the Property shall stand charged with the amount so to be paid with interest as aforesaid;

(viii) the statutory power of sale shall be extended so as to enable any person exercising the same to sell and convey the Property or any part thereof either subject to or discharged from any encumbrance which has priority over this security and to make any purchaser take with the benefit or burden of any provisions as to indemnity exoneration or otherwise relating to such sale to procure the discharge or release of such encumbrance.

E On entering into possession of the Property the Lender shall (but only in respect of matters mentioned in this sub-clause) become and be the agent of the Borrower with

authority at the expense of the Borrower to remove store or sell otherwise deal with in such manner as the Lender may determine any furniture goods materials or apparatus of the Borrower or any other person which the Borrower or any other persons shall have refused or omitted to remove from the Property

F In this deed where the context so admits:

(i) the expression “the Borrower” and “the Lender” includes the persons respectively deriving title under them

(ii) words importing the masculine gender also include the feminine gender

(iii) words importing the singular number also include the plural number and vice versa and where there are two or more persons included in the expression “the Borrower” covenants expressed to be made by them shall be deemed to be made by such persons jointly and severally

(iv) all covenants, charges, agreements, undertakings, representations and warranties given or implied in this legal charge by or to more than one person shall be deemed to have been given jointly and severally by, or jointly and separately to, those concerned.

IN WITNESS whereof the parties hereto have executed this document the day and year first before written


THE FIRST SCHEDULE

ALL THAT freehold property known as comprised in Title Numbers AGL69354, AGL81756 and NGL366280 known as:

- (1) Suite A, 112-114 Hallowell Road, Northwood HA6 1DU;
- (2) Flat B (being Suite B), 112-114 Hallowell Road, Northwood HA6 1DU; and
- (3) Land Lying to the West of Hallowell Road, Northwood .

Even date herewith:

EXECUTED AS A DEED by
GJB Estates Limited
acting by:



Director

Director/Secretary

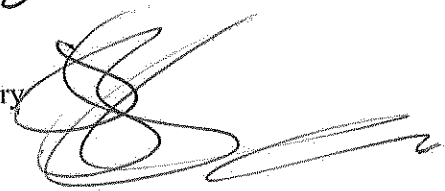


EXECUTED AS A DEED by
SAM Trustees Limited
acting by:

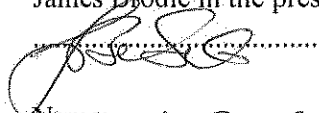
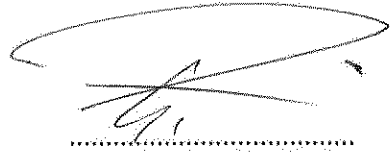


Director

Director/Secretary



EXECUTED AS A DEED by Gordon
James Brodie in the presence of:

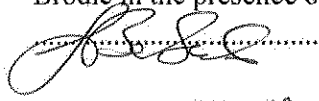


Name: J. BARABATO

Address: 30 QUEEN ST, GOSWICK, GUILDFORD GU5 9LY

Occupation: FINANCIAL CONTROLLER

EXECUTED AS A DEED by Caroline
Brodie in the presence of:



Name: J. BARABATO

Address: 30 QUEEN ST, GOSWICK, GUILDFORD GU5 9LY

Occupation: FINANCIAL CONTROLLER