



Registration of a Charge

Company Name: **RAFD DEVELOPMENTS LTD**

Company Number: **14760986**



XCIVH5N5

Received for filing in Electronic Format on the: **21/12/2023**

Details of Charge

Date of creation: **18/12/2023**

Charge code: **1476 0986 0003**

Persons entitled: **SHAWBROOK BANK LIMITED**

Brief description: **(1) 180 NOTTINGHAM ROAD, ILKESTON DE7 5AB (TITLE NUMBER: DY551144)**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HOWARD KENNEDY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 14760986

Charge code: 1476 0986 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th December 2023 and created by RAFD DEVELOPMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st December 2023 .

Given at Companies House, Cardiff on 29th December 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**

Charge given by a corporate (England and Wales) - Full recourse

Borrower:	RAFD DEVELOPMENTS LTD - 211 Nottingham Road, Ilkeston, Derbyshire, England, DE7 5AL - 14760986		
Mortgagor:	RAFD DEVELOPMENTS LTD - 211 Nottingham Road, Ilkeston, Derbyshire, England, DE7 5AL - 14760986		
Lender:	Shawbrook Bank Limited Lutea House Warley Hill Business Park The Drive Brentwood Essex CM13 3BE (registered in England and Wales number: 388466)		
The Property:	Description	Class of Title	Title Number
	180 Nottingham Road, Ilkeston DE7 5AB	freehold absolute	DY551144

1. By THIS DEED of LEGAL CHARGE, dated 18 December 2023

The Mortgagor charges with full title guarantee and as a continuing security:-

- (a) the Property described above by way of legal mortgage; and
- (b) the Related Rights and the goodwill of any business conducted from the Property by way of fixed charge,

with the payment and discharge of:

- (i) all monies now or at any time due, owing or payable in any manner whatsoever to the Lender from the person or persons named above as Borrower whether actually or contingently and whether solely or jointly with one or more persons and whether as a borrower or a mortgagor or a guarantor or in any other capacity and including, without limitation, all sums due and payable under any Loan Agreement now or at any time made between the Lender and the Borrower; and
- (ii) all costs, charges and expenses incurred by the Lender in connection with the preservation, protection or enforcement of the Lender's rights and interests under this Charge.

2. To the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 1, the Mortgagor charges by way of fixed charge any and all of its present and future rights, title and interest in the Property with the payment and discharge of the matters referred to in clause 1(i) and (ii).

3. This Charge is made for securing further advances although the Lender is not, as at the date of this Charge, obliged to make any further advances.

4. The Mortgagor applies to the Chief Land Registrar to enter the following restriction in the Proprietorship Register of 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 [18 December 2023] in favour of Shawbrook Bank Limited referred to in the charges register".

5. This Charge is granted by the Mortgagor to the Lender on the Shawbrook Bank Limited Commercial Mortgage Terms and Conditions (08/05/2020) ("**Terms and Conditions**") which are hereby incorporated into this Charge and the Mortgagor agrees to those Terms and Conditions as subsequently amended, supplemented and/or varied from time to time.

THIS CHARGE has been executed as a deed on the date written on the first page of this Charge.

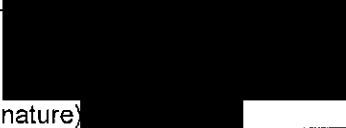

EXECUTION PAGE

WARNING:

THIS IS AN IMPORTANT LEGAL DOCUMENT. YOUR PROPERTY IS AT RISK IF PAYMENTS ARE NOT MADE TO THE LENDER WHEN DUE, OR IF THERE IS SOME OTHER TERMINATION EVENT, IN ACCORDANCE WITH THE TERMS OF THIS DOCUMENT. YOU SHOULD CONSIDER TAKING INDEPENDENT LEGAL ADVICE FROM A SOLICITOR BEFORE YOU SIGN THIS CHARGE DEED.

Mortgagor

EXECUTED AS A DEED by
RAFD DEVELOPMENTS LTD acting by
two directors:

Director	 (signature)
Full Name: (IN BLOCK CAPITALS) RICHARD SCAM
Director	 (signature)
Full Name: (IN BLOCK CAPITALS) ANDREW PERKINS