Companies House

MR01(ef)

Registration of a Charge

Company name: **PICCADILLY GREETINGS GROUP LIMITED**

Company number: **02567156**

Received for Electronic Filing: **27/09/2019**

X8EV8YC3

Details of Charge

Date of creation: **27/09/2019**

Charge code: **0256 7156 0005**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **A LEGAL MORTGAGE OVER THE LEASEHOLD PROPERTY KNOWN AS UNIT 4, PHASE 1, HORIZON POINT, SWALLOWDALE LANE, HEMEL HEMPSTEAD HM LAND REGISTRY TITLE NUMBER(S) HD427007**

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: **HSBC UK BANK PLC**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2567156

Charge code: 0256 7156 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th September 2019 and created by PICCADILLY GREETINGS GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th September 2019 .

Given at Companies House, Cardiff on 30th September 2019

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

HSBC UK Bank plc

LEGAL MORTGAGE

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the HSBC UK Bank plc Mortgage Deed Conditions (2019 edition). You should sign this Mortgage in front of a witness who should be your solicitor or other legal adviser.

- HSBC UK Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC UK Bank plc as set out in clause 2 of this Mortgage. What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage.
- If any of the debts and/or the other liabilities are not paid when due, HSBC UK Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC UK Bank plc has granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to HSBC UK Bank plc, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by HSBC UK Bank plc on your behalf.
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC UK Bank plc or which may be given in the future.
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you.

This Mortgage is an important legal document. HSBC UK Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

Direct Legal Mortgage A1mco

THIS LEGAL MORTGAGE dated the 27th day of SEPTEMBER Two thousand and NINETEEN

BETWEEN Mortgagor: Piccadilly Greetings Group Limited Number 02567156 ("you")

and HSBC UK Bank plc ("the Bank") whose address for service for entry on the register is HSBC UK Bank plc, Securities Processing Centre, PO Box 6304, Coventry, CV3 9JY.

WITNESSES that this Mortgage which incorporates the Mortgage Deed Conditions (2019 edition) ("the Conditions") is given by you over the Property and other assets to secure the Debt.
The Property and other assets and the Debt are described and defined below and in the Conditions.

The Main Subject Matter of this Mortgage

1. **The Property and other assets**
With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it):
   (a) **the Property: Leasehold Property Known as Unit 4 Phase 1 Horizon Point Swallowdale Lane Hemel Hempstead HP2 7EJ**
   registered at HM Land Registry with title number: HD427007;
   (b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property;
   (c) any shares or membership rights mentioned in paragraph 4 of the Conditions;
   (d) any goodwill of any business from time to time carried on at the Property;
   (e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property; and
   (f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.

   The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you.

2. **The Debt which is secured on the Property and other assets**
   2.1 The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank ("the Debt") including without limitation:
   (a) overdrafts, personal and other loans or facilities and further advances of money;
   (b) guarantees and indemnities to the Bank and any of your other contingent liabilities owed to the Bank;
   (c) discount, commission and other lawful charges and expenses;
   (d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest on any money and liabilities due from you at an annual rate of 3% above the Bank of England base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;
   (e) money agreed to be paid by you under paragraph 26 of the Conditions; and
   (f) any amount due under paragraph 36 of the Conditions.

   The Debt is not any money and liabilities arising under a regulated agreement as defined under section 189 of the Consumer Credit Act 1974, unless agreed between you and the Bank.

   2.2 You covenant with the Bank to pay or discharge the Debt on demand when the Debt becomes due and payable.

Form of Charge Filed at HM Land Registry under reference MD1552B

3. **Restriction**

You, and if there is more than one of you, each of you, apply to the H M Chief Land Registrar to enter the following restriction against the title mentioned above;

"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 27th SEPTEMBER 2019 in favour of HSBC UK Bank plc referred to in the Charges Register".

IMPORTANT – PLEASE READ THE NOTES ON PAGE ONE AND THE CONDITIONS BEFORE SIGNING THIS MORTGAGE

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above

Executed as a deed by the Piccadilly Greetings Group Limited acting by:

Signature {REDACTED} Director

Name in full {REDACTED} JITESH KANERIA
(*Block letters*)

Signature {REDACTED} Director/Company Secretary

Name in full DIPTI KANERIA
(*Block letters*)

(For use by a Company with multiple directors and/or a Company Secretary)

Executed as deed by the Piccadilly Greetings Group Limited acting by:

Signature _____ Director

Name in full _____
(*Block letters*)

(For use where one director is authorised to sign)

In the presence of:
Signature of witness _____ Witness

Full name of witness _____
(*Block letters*)

Address:

Occupation: