



Registration of a Charge

Company Name: **JGC (1980) LTD**

Company Number: **08071137**



Received for filing in Electronic Format on the: **02/08/2022**

XB9KAWFF

Details of Charge

Date of creation: **29/07/2022**

Charge code: **0807 1137 0002**

Persons entitled: **DEREK WARD**

Brief description: **LAND AT GARDEN LAND, SHERBURN IN ELMET REGISTERED AT HM
LAND REGISTRY UNDER TITLE NUMBER NYK429066**

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: **CLARION SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8071137

Charge code: 0807 1137 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th July 2022 and created by JGC (1980) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd August 2022 .

Given at Companies House, Cardiff on 3rd August 2022

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**

HM 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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

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.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM 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: NYK429066
2	Property: Garden Lane, Sherburn In Elmet
3	Date: 29 July 2022
4	<p>Borrower: JGC (1980) Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 08071137</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: Derek Ward</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</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: 1089 Leeds Road, Dewsbury, WF12 7JD</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.

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>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 Derek Ward of 1089 Leeds Road, Dewsbury, WF12 7JD or their personal representatives or their conveyancer</p>
9	<p>Additional provisions</p> <p>9.1 Definitions</p> <p>"Charged Assets" means all the Property which is subject to the Security created by, or pursuant to, this deed (and references to the Charged Assets shall include references to any part of them).</p> <p>"Overage Agreement" means an agreement dated the date hereof and made between (1) Derek Ward and (2) JGC (1980) Limited in relation to further monies due to the Lender in relation to the Property</p> <p>"Secured Liabilities" means all present and future obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Overage Agreement together with all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities.</p> <p>"Security" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect</p> <p>9.2 The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.</p> <p>9.3 Legal mortgage and fixed charges</p> <p>As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender by way of a first legal mortgage, the Property.</p>

9.6 Preservation of Charged Assets

The Borrower shall not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this deed.

9.7 Property covenants

9.7.1 Repair and maintenance

The Borrower shall keep all premises, and fixtures and fittings on the Property, in a tidy condition.

9.7.2 Development restrictions

Save as permitted pursuant to the Overage Agreement the Borrower shall not, without the Lender's prior written consent:

- (a) make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Property; or
- (b) carry out, or permit or suffer to be carried out, on the Property any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit, or suffer to be changed, the use of the 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.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

10 Execution

SIGNED as a deed by JGC (1980) Limited
acting by a director
in the presence of

Witness Signature

Witness name

Witness address

SIGNED as a deed by Derek Ward
in the presence of:

Witness Signature

Witness name

Witness address

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.

HM Land Registry

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10 Execution

SIGNED as a deed by JGC (1980) Limited
acting by a director
in the presence of

Witness Signature

Witness name

Witness address

Simon Myellowshi
Carion Soucraes, Elizabeth
House, Queen St, Leeds, LS1 2TW

SIGNED as a deed by Derek Ward
in the presence of:

Witness Signature

Witness name

Witness address

WARNING

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