



Registration of a Charge

Company name: **M & J DEVELOPMENTS (CAMBRIDGE) LIMITED**
Company number: **08462674**



X8ZB9P7E

Received for Electronic Filing: **21/02/2020**

Details of Charge

Date of creation: **20/02/2020**
Charge code: **0846 2674 0002**
Persons entitled: **ROBERT MICHAEL LEEDS**
Brief description: **LAND ON THE NORTH-WEST SIDE OF 19 WALLMANS LANE, SWAVESEY, CAMBRIDGESHIRE, CB24 4QY**
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.**
Certified by: **IRENA SPENCE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8462674

Charge code: 0846 2674 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th February 2020 and created by M & J DEVELOPMENTS (CAMBRIDGE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st February 2020 .

Given at Companies House, Cardiff on 24th February 2020

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

Land Registry

Legal charge of a registered estate

CH1

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 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.

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 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: CB442179
2	Property: Land on the north-west side of 19 Wallmans Lane, Swavesey, Cambridgeshire, CB24 4QY
3	Date: 20 th February 2020
4	Borrower: M & J DEVELOPMENTS (CAMBRIDGE) LIMITED (Company Number 08462674) For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: ROBERT MICHAEL LEEDS For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: For overseas companies (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Lender's intended address(es) for service for entry in the register: 203B Milton Road, Cambridge CB4 1XG

1/1 RML

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 The borrower with

- ☒ full title guarantee
☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

No disposition of the registered estate by the proprietor of the registered estate, is to be registered without a certificate signed by Robert Michael Leeds of 203B Milton Road, Cambridge CB4 1XG or their personal representatives or their conveyancer that the provisions of clause 9 of a Legal Charge dated between M & J DEVELOPMENTS (CAMBRIDGE) LIMITED (1) and Robert Michael Leeds (2) have been complied with or that they do not apply to the disposition.

9 Additional provisions

1. The Lender is lending to the Borrower the sum of £150,000 ('the Loan'), to be paid in accordance to the schedule at clause 2 below, which the Borrower hereby acknowledges.
2. The Loan is to be paid to the Borrower in a manner as agreed between the parties in the following tranches:
 - (a) £50,000 within three working days following the date of this agreement;
 - (b) £50,000 no later than six weeks from the date of the payment under clause 2(a), subject to clause 3 below; and
 - (c) £50,000 no later than six weeks from the date of the payment under clause 2(b), subject to clause 3 below.
3. The Lender reserves the right to delay the payments under clauses 2(b) and 2(c) above if the Lender considers in his reasonable opinion that insufficient progress has been made with the construction of a dwelling house on the Property to the specifications previously provided by the Borrowers to the Lender ('the Construction'), such that there is insufficient security in the Property to secure the further payments.
4. The Borrower will provide a written receipt to the Lender within three working days of each payment received under clause 2, confirming the date the payment was received.

2/1 Rella

5. The Borrower covenants with the Lender to pay interest on the Loan or the balance from time to time outstanding from the date of the first payment being made under clause 2(a) at the rate of 10% per annum (calculated on a day to day basis) ("the Interest Rate") to be payable together with the capital Loan on the date of actual repayment and without prejudice to any other rights of the Lender.

6. The Borrower covenants:

- M.S.
- (a) to use the Loan for the purposes only of funding the Construction;
 - (b) subject as above, to keep any building and fixtures on the Property from time to time in good repair and free from any charges by any local authority;
 - (c) ~~not to carry out or permit any activity or development upon the Property which might devalue the Lender's security;~~
 - (d) within three days (time being of the essence) of receiving any notice or other documents relating to town and country planning or given under Section 146 of the Law of Property Act 1925 or any other matter whatsoever which might affect the Lender's security to give full particulars of it to the Lender and to comply with any reasonable request of the Lender in respect of it;
 - (e) to comply in all respects with the requirements of the Planning Acts; and
 - (f) not without the written consent of the Lender to create any mortgage charge lease or underlease of the Property or any part nor to part with or share possession or actual occupation of the Property or any part.
- JM

7. All costs charges disbursements and expenses including legal costs on a Solicitor and Client basis properly incurred by the Lender in relation to or in connection with the variation or enforcement of this security shall be charged on the Property and repaid to the Lender on demand with interest at the Interest Rate from the date of payment by the Lender and this charge is without prejudice to any other remedy the Lender may have in respect of such payments or any other money secured by this Deed.

M.S. 8. The Lender or his representative may enter the Property and any buildings on it and inspect ~~at any time~~ ^{at any time} ~~the borrower~~ ^{the borrower} or ~~at least 48 hours notice~~ ^{at least 48 hours notice} ~~except in the case of~~ ^{except in the case of}

9. The Lender may perform any obligation of the Borrower under this Deed if the Borrower is in default (without being regarded as a mortgagee in possession) and any costs charges or expenses incurred by the Lender shall

an emergency.

3/1 RAB

be secured by this charge on the basis of a full indemnity

10. Section 93 of the Law of Property Act 1925 (which restricts the consolidation of mortgages) shall not apply to this Deed.

11. The power of sale and other powers conferred on mortgagees by the Law of Property Act 1925 shall be exercisable at any time notwithstanding that the Lender shall not be in possession of the property or that none of the events specified in Section 103 of that Act shall have happened as the case may be and in any sale the Lender may sell the fixtures comprised in this charge either with the property or separately and detached from it.

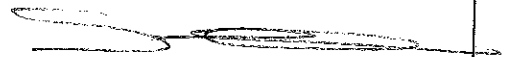
12. The Borrower may at their own cost at any time redeem this security by repaying to the Lender the Loan (or the unpaid balance thereof) with all interest costs and other sums secured by this charge and upon the Borrower paying all such sums to the Lender the Lender will at the request of the Borrower duly discharge this security.

13. Any demand or notice made under this Deed may be posted addressed to the Borrower at 55 The Valley, Comberton, Cambridge CB23 7DF and shall be deemed to be received by them in the ordinary course of post.

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

Signed by a Director/Secretary
M & J DEVELOPMENTS
(CAMBRIDGE) LIMITED



in the presence of:

Signature of Witness



Full Name IRENA SPOENCE

Address Titan House, Cambridge

..... Park, Cambridge

Occupation Solicitor

A/H R/H

Signed as a deed by
ROBERT MICHAEL LEEDS

R. Leeds

in the presence of:

Signature of Witness..... *K. Donoghue*

Full Name *Karen Louise Donoghue*

Address *179 Benhar Road*

..... *Bulkitha, South Otago, New Zealand*

Occupation *Occupational Therapist*

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.

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5/1 R. Leeds