



Registration of a Charge

Company name: **J&J BIRKETT DEVELOPERS LIMITED**

Company number: **10042938**

Received for Electronic Filing: **22/12/2016**



Details of Charge

Date of creation: **05/12/2016**

Charge code: **1004 2938 0001**

Persons entitled: **HJW (DEVELOPMENTS) LIMITED**

Brief description: **PLOT 2, HUNSLEY DRIVE, STALLINGBOROUGH COMPRISED IN TITLE
NUMBER HS285291**

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: **DALE CROMBLEHOLME**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10042938

Charge code: 1004 2938 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th December 2016 and created by J&J BIRKETT DEVELOPERS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2016 .

Given at Companies House, Cardiff on 23rd December 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

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 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives.

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: HS285291
2	Property: Plot 2 Hunsley Drive, Stallingborough
3	Date: 5 th December 2016
4	Borrower: J&J BIRKETT DEVELOPERS LIMITED <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 10042938 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
5	Lender for entry in the register: HJW (Developments) Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 01697099 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in England and Wales including any prefix:
6	Lender's intended address(es) for service for entry in the register: El Dio, 50 Stewton Lane, Louth, LN11 8SB

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 <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9
8	<input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register <input checked="" type="checkbox"/> 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 the written consent in writing signed by the proprietor for the time being of the charge dated <u>5th December 2016</u> in favour of HJW (Developments) Limited referred to in the charges register."
9	Additional provisions 9.1 This Charge secures the sum of £70,000.00 owed by the Borrower to the Lender as at the date of this Legal Charge ("the Debt") the receipt of which is acknowledged by the Borrower 9.2 The Lender shall be entitled to receive interest on the Debt (or so much of it as may from time to time remain outstanding) from the Borrower at the rate of 6% per annum such interest in respect of the Debt to be paid in monthly payments on the last day of each month 9.3 The Debt shall be paid by the Borrower to the Lender on the <u>5th</u> day of <u>December 2017</u> 9.4 The Law of Property Act 1925 Section 103 shall not apply to this security and at any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the Lender's power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise 9.5 The Borrower covenants with the Lender that for so long as this Legal Charge remains in full force and effect and until the Debt together with any interest which is repaid in full in accordance with the provisions of clauses 9.2 and 9.3 of this Legal Charge that: 9.5.1 The Borrower will observe and perform any provisions or stipulations which are contained mentioned or referred to in Registers of the Title to the Property and that they will jointly and severally indemnify the Lender against any breach omission non-performance or non-observance thereof 9.5.2 The Borrower shall keep the Property in repair and insure and keep insured the Property to its full reinstatement value and the Borrower shall whenever required by the Lender provide evidence of the existence of such Insurance Policy 9.5.3 the Borrower shall not create any further financial charge or mortgage which has priority over this


Legal Charge

9.5.4 The Borrower will ensure that any legislation, regulations or bye-laws for the time being in force applicable to the Property are complied with in all respects

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 as a deed by
J&J BIRKETT DEVELOPERS
LIMITED
Acting by a Director
In the presence of:

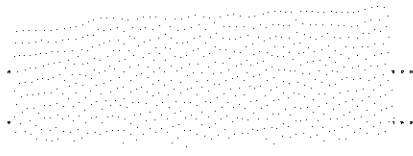
Signature 

Signature of Witness

Name (in BLOCK CAPITALS)

Address

Occupation


.....
Stephen Johnson BA Hons
.....
Solicitor
.....
Riverhead Chambers
Grimsby

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.