

MR01

Particulars of a charge



Companies House



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A fee is payable with this form  
Please see 'How to pay' on the back

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is  
instrument. Use form MR08.

THURSDAY



A13 25/05/2017 #140  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

**1 Company details**

Company number 1 0 3 3 1 3 0 9

Company name in full DP DEVELOPMENTS STAMFORD LIMITED

For official use

→ **Filling in this form**  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 2 1 0 5 2 0 1 7

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name MAIDEN PROPERTIES LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

MR01

## Particulars of a charge

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## Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

✓ Brief description

Freehold Land known as Hazel Court  
2a Radcliffe road, Stamford, Lincolnshire. PE9 1DB

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## Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ Yes

☒ No

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## Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

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## Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?  
Please tick the appropriate box.

☐ Yes

☒ No

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Trustee statement<sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

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## Signature

Please sign the form here.

Signature

Signature

X *A P 87-10* DIRECTOR  
MAJEX PROPERTIES  
LIMITED X

This form must be signed by a person with an interest in the charge.

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Mr. J. A. Buxton**

Company name **Stapleton and Son**

Address **1 Broad Street**

Post town **Stamford**

County/Region **Lincolnshire**

Postcode **P E 9 1 P D**

Country **England**

DX **DX 26003, Stamford.**

Telephone **01780 751226**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

**Please note that all information on this form will appear on the public record.**

**How to pay**

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

**Make cheques or postal orders payable to 'Companies House.'**

**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 10331309

Charge code: 1033 1309 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st May 2017 and created by DP DEVELOPMENTS STAMFORD LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th May 2017.

DX

Given at Companies House, Cardiff on 2nd June 2017



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

**LAND REGISTRY**  
**LAND REGISTRATION ACT 2002**

**Administrative Area:** South Kesteven

**Title Number:** LL280286

**Property:** Hazel Court 2a Radcliffe Road Stamford Lincolnshire PE9 1EE

**THIS LEGAL CHARGE** is made the 21<sup>st</sup> day of May 2017

**BETWEEN:**

- (1) D P Developments Stamford Limited (Company Registration Number 10331309) of 8 Sheepmarket Stamford Lincolnshire PE9 2QZ (collectively hereinafter referred to as "the Borrower")
- (2) Maiden Properties Limited (Company Registration number 02367231) of Sheepmarket Stamford Lincolnshire PE9 2QZ (hereinafter referred to as "the Lender")

**NOW THIS DEED WITNESSETH** as follows:

**1.1 Headings**

The clause headings do not form part of this document and are not to be taken into account in its construction or interpretation

**1.2 "The Interest Payment Days"**

The Interest Payment Days means 3% a year above the rate of Barclays Bank from time to time or, should this rate cease to exist, at another rate of interest closely comparable with the Interest Rate.

**1.3 Obligation not to permit or suffer**

Any covenant by the Borrower not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person where the Borrower is aware that the thing is being done

**1.4 "The Principal"**

The Principal means the sum of £435,000.

**1.5. "The Property"**

Hazel Court 2a Radcliffe Road Stamford Lincolnshire PE9 1DB as described in the Schedule hereto

**1.6 "VAT"**

"VAT" means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to sums payable by the Borrower are exclusive of VAT.

**2. RECITALS**

**2.1 Title**

The Borrower is registered at HM Land Registry as proprietor with title absolute of the property described in the schedule free from incumbrances

**2.2 Agreement to lend**

The Lender has agreed to lend to the Borrower the sum of £435,000 on condition that its repayment together with interest is secured in the manner set out in this document

### **3. PAYMENT OF PRINCIPAL, INTEREST AND COSTS**

In consideration of the Principal now paid by the Lender to the Borrower (receipt of which the Borrower acknowledged) the Borrower covenants with the Lender as set out in this clause 3

#### **3.1 Payment of Principal**

The Borrower covenants with the Lender to pay the Principal to the Lender (free from any legal or equitable right of set-off) at any time

#### **3.2 Interest**

##### **3.2.1 Payment of Interest**

The Borrower covenants with the Lender to pay to the Lender interest on the Principal (or so much of it as may from time to time remain outstanding) at the Interest Rate, from the date of this deed, by equal payments on the Interest Payment Days, such interest to be payable as well after as before and {demand or} judgement or the admission or liquidation, or as appropriate, bankruptcy, death or insanity of the Borrower

##### **3.2.2 Observance and Performance**

Subject to the Borrower having in all respects and at all times observed and performed his obligations under this Deed the Lender will not enforce the covenant by the Borrower contained in clause 3.2.1

#### **3.3. Payment of costs, charges expenses and other liabilities**

The Borrower covenants with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to this security constituted by and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower at the Interest Rate, such interest to be payable in the same manner as interest on the Principal

### **4. LEGAL CHARGE**

The Borrower with full title guarantee charges the Property to the Lender by way of a legal mortgage with payment or discharge of all money and other obligations and liabilities agreed to be paid or discharged by the Borrower under the Loan Agreement or otherwise secured by this Deed

### **5. BORROWERS COVENANTS AS TO THE PROPERTY**

#### **5.1 Indemnity**

The Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of the terms of this Deed all environmental laws regulations directives and rules of practice and the terms of all conveyances grants assignments transfers contracts and other deeds or documents from time to time affecting the Property

#### **5.2 Charging provision**

All expenses damages and costs incurred by the Lender in relation to any breach referred to in clause 6.1 will be repaid by the Borrower to the Lender on demand together with interest from the date when the Lender becomes liable for the same until repayment by the Borrower at the Interest Rate (such interest to be payable in the same manner as interest on the Principal) all of which money and interest shall be charged on the Property.

### **5.3 Other charges**

The borrower shall not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to such consent) create or permit to subsist any mortgage, pledge, charge, incumbrance, lien or other security interest in the Property other than this security.

## **6. LENDERS POWERS AND RIGHTS**

### **6.1 Exercise of statutory powers**

#### **6.1.1 Exclusion of Section 103**

The Law of Property Act 1925 Section 103 shall not apply to this security

#### **6.1.2. Enforcement of security and exercise of power of sale**

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

### **6.2 Extension of statutory powers**

#### **6.2.1 Power of sale**

The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit

#### **6.2.2 Power of leasing and accepting surrenders**

By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under or accept surrenders of leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as the Lender shall think fit For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 Section 99 shall be deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99(18)

#### **6.2.3. General**

At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise (and for these purposes the Borrower authorises the Lender to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 Paragraph 2(1) on behalf of the Borrower in respect of the Property)

#### **6.2.4 Exclusion of liability**

The powers referred to in or granted or varied or extended by this Clause 7.2. shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person whether in contract tort or otherwise

### **6.3 Power to appoint a receiver**

### **6.3.1 Appointment**

At any time after this security becomes enforceable or at the request of the Borrower the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property

### **6.3.2. Removal**

The Lender may at any time and from time to time by writing under hand remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver

### **6.3.3 General Powers**

Any receivers appointed under this Clause 6.3 shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in the Law of Property Act Section 1925 Section 103) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly implied excluded by the terms of this Deed In the event of ambiguity or conflict the terms of this Deed will prevail

## **7 INDULGENCE AND WAIVER**

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this mortgage grant to the Borrower or to any other person time or indulgence further credit loans or advances or enter into an arrangement or variation of rights or either in whole or in part release abstain from or enforcing or neglect or fail to perfect or enforce any remedies securities guarantees or rights which he may now or subsequently have from or against the Borrower or any other person

## **8 VALIDITY AND SEVERABILITY**

### **8.1 Enforceability**

Each of the provisions of this agreement is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired

## **9 EXCLUSION OF THIRD PARTY RIGHTS**

Nothing in this agreement is intended to confer any benefit on any person who is not a party to it

## **10. GOVERNING LAW AND JURISDICTION**

### **10.1 Construction**

This agreement shall be governed by and construed in accordance with English law

### **10.2 Jurisdiction of English courts**

It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this agreement and that accordingly any suit, action or proceeding arising out of or in connection with this agreement may be brought in such courts

### **10.3 Jurisdiction and other courts**

Nothing in this clause 11 shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not



**SCHEDULE: THE PROPERTY**

Hazel Court 2a Radcliffe Road Stamford Lincolnshire PE9 1EE as registered at the Land Registry under title number LL180585

**IN WITNESS** whereof we have hereunto set our hands the day and year first before written

Signed on behalf of the said  
**DP DEVELOPMENTS STAMFORD**  
**LIMITED** in the presence of:

) *D. Pistole*

~~*LOUISE ELLIOTT*~~

*LOUISE ELLIOTT*  
*1 BROAD STREET*  
*STAMFORD.*

Signed on behalf of the said  
**MAIDEN PROPERTIES LIMITED**  
in the presence of :

) *A. Pistole*

*James Buxton*  
*Solicitor Stamford*  

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