



**Registration of a Charge**

Company name: **J & J PROJECTS (SOUTH WALES) LIMITED**

Company number: **10615353**



X6CES40T

Received for Electronic Filing: **08/08/2017**

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**Details of Charge**

Date of creation: **24/07/2017**

Charge code: **1061 5353 0001**

Persons entitled: **PANKAJ BAKSHI**

Brief description: **ALL THAT FREEHOLD PROPERTY KNOWN AS 171 PEARL STREET, CARDIFF, CF24 1RD REGISTERED AT H M LAND REGISTRY UNDER TITLE NUMBER CYM158184**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **DOUGLAS JONES MERCER**



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

Company number: 10615353

Charge code: 1061 5353 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th July 2017 and created by J & J PROJECTS (SOUTH WALES) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2017 .

Given at Companies House, Cardiff on 10th August 2017

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

Date: 24 July 2017

**Pankaj Bakshi (1)**  
**J & J Projects (South Wales) Limited (2)**

**LEGAL CHARGE**

**Relating to**  
**171 Pearl Street Cardiff CF24 1RD**

THIS DEED OF LEGAL CHARGE is dated 24 July 2017

B E T W E E N:

(1) PANKAJ BAKSHI of 3 Church Road Whitchurch CF14 1EL (the "Mortgagee")

(2) J & J PROJECTS (SOUTH WALES) LIMITED the Registered Office of which is at Churchgate House 3 Church Road Whitchurch CARDIFF CF14 2DX (Company No: 10615353) (the "Mortgagor")

WHEREAS: -

The Mortgagor has agreed to execute this Charge in favour of the Mortgagee as security for the liabilities of the Mortgagor to the Mortgagee. The Mortgagor is registered at HM Land Registry as proprietor with title absolute of the Property described in the schedule to this deed free from incumbrances. The Mortgagee has agreed to lend to the Mortgagor the sum of £122,000.00 on condition of its repayment is secured in the manner set out below:

WITNESSETH as follows:

**Definitions and interpretations**

1.1 The following expressions shall (unless the context otherwise requires) have the following definitions and/or interpretations:-

"this Charge" shall mean this Deed of Legal Charge as from time to time varied or supplemented whether by deed or otherwise

"LRA 2002" shall mean the Land Registration Act 2002

"the Interest Rate" means an interest rate to be determined at the sole discretion of the Mortgagee PROVIDED THAT such interest rate is always subject to a maximum rate of interest of 1% over the base rate of The Bank of England from time to time in force to be calculated on a daily basis. In the event that the Mortgagee shall so determine the interest rate shall be zero.

"the Principal" means the sum of £122,000.00

"the Property" shall have the meaning ascribed to it in the Schedule to this Charge and shall include all additions thereto and shall include any part or parts thereof

"Secured Obligations" shall mean all monies and liabilities from time to time due owing or incurred by the Mortgagor to Mortgagee under or pursuant to this Charge

- 1.2 The expressions "the Mortgagee" and "the Mortgagor" shall have the meanings respectively ascribed to them at the commencement of this Charge, and shall include their respective successors in title and assigns, and covenants entered into by the Mortgagor are entered into by the Mortgagor for and on behalf of the Mortgagor and the successors in title and assigns of the Mortgagor
- 1.3 Where "the Mortgagor" includes two or more persons or bodies the liabilities of such persons or bodies shall be joint and several and the default of one such persons or such bodies shall be deemed to be the default of all
- 1.4 The Clause headings do not form part of this Charge and shall not be taken into account in the construction or interpretation thereof
- 1.5 Reference to any Act or legislation includes reference to that Act or legislation as for the time being amended, replaced or re-enacted and includes reference to any subordinate legislation, order, regulation or direction made under or by virtue of that Act or legislation
- 1.6 The singular includes the plural and vice versa and words importing one gender only include all other genders
- 1.7 Where a restrictive obligation is imposed on the Mortgagor, it shall be deemed to include an obligation on the Mortgagor not to permit or suffer such restrictive obligation to be breached by any other person
- 1.8 This Charge incorporates the Schedule annexed hereto

## **2. Charge**

The Mortgagor with full title guarantee and as a continuing security hereby charges the Property in favour of the Mortgagee by way of a legal mortgage as security for the payment and discharge of the Secured Obligations

## **3. Performance of Obligations**

The Mortgagor shall duly and punctually perform and discharge all of its covenants obligations and liabilities under or pursuant to this Charge

## **4. Repair and Insurance**

The Mortgagor shall procure that the Property is kept in good and substantial repair and condition and is insured and is kept insured against normal comprehensive risks with an insurance company or underwriters of repute to its full reinstatement value from time to time such insurance to be in the name of the Mortgagor with a note of the Mortgagee's interest thereon (whether specifically noted or noted by way of an automatic noting provision) and in the event that the Mortgagor shall fail to insure the Property in accordance with

the terms of this clause then the Mortgagee may do so at the expense of the Mortgagor (and any costs and expenses so incurred by the Mortgagee shall form part of the Secured Obligations) without thereby becoming a mortgagee in possession

#### **5. Restrictions on Disposal etc**

The Mortgagor agrees that during the subsistence of this security it will not without the prior written consent of the Mortgagee (such consent not to be unreasonably withheld or delayed): -

- (i) sell or dispose of the Property
- (ii) grant any lease surrender any lease or licence nor vary the terms thereof or otherwise part with possession of the Property
- (iii) mortgage charge or otherwise encumber the Property or
- (iv) grant any rights or easements save for any reasonably necessary as a consequence of sales or disposals of the Property

#### **6. Repayment**

The Mortgagor covenants with the Mortgagee to pay to the Mortgagee the Principal (or so much of it as may from time to time remain outstanding) sixty days after the same shall be demanded

#### **7. Compliance with legislation**

The Mortgagor shall materially observe and perform all covenants and all statutory requirements affecting the Property

#### **8. Powers of Sale**

Section 103 of the LPA 1925 shall not apply to this Charge and the statutory power of sale and other powers shall be exercisable at any time after demand

#### **9. Rights of Enforcement**

The Secured Obligations shall be deemed to have become due within the meaning of Section 101 of the LPA 1925 60 days following a demand for repayment being served by the Mortgagee and such demand remaining unpaid

#### **10. Power to Appoint and Powers of Receiver**

At any time after the Mortgagee has made demand for the payment pursuant to the Rights of Enforcement clause above or other discharge of any of the Secured Obligations or after any breach by the Mortgagor of any provision of

this Charge the Mortgagee may without further notice appoint one or more persons to be a receiver or receivers of the Property. Any such appointment may be made in writing under the hand of any officer of the Mortgagee. Any receiver so appointed shall be the agent of the Mortgagor who shall be solely responsible for his acts and defaults and for the payment of his remuneration, costs, charges and expenses. Such remuneration shall be at the rate reasonably agreed between the Mortgagee and the receiver and Section 109 (6) of the LPA 1925 is hereby excluded. Any receiver appointed hereunder shall have all the powers conferred by statute on receivers in addition to the following express powers: -

- (i) to take possession of the Property
- (ii) to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land forming part of the Property
- (iii) to sell lease or otherwise dispose of or deal with the Property
- (iv) to take any proceedings as he shall think fit in respect of the Property
- (v) to conduct any business carried on or in the opinion of the Mortgagee or any receiver capable of being carried on in or from the Property
- (vi) to enter into any agreement, arrangement or compromise as he shall think fit
- (vii) to insure the Property as he shall think fit
- (viii) to appoint employees, managers, officers and workmen
- (ix) to raise or borrow money ranking for payment in priority to the security constituted by this Charge
- (x) to do all such other things as may seem to be necessary or beneficial for the realisation of the security hereby constituted

All or any of the powers hereby or otherwise conferred on the receiver may be exercised by the Mortgagee without first appointing a receiver or notwithstanding any appointment

#### **11. Power of Attorney**

The Mortgagor hereby irrevocably appoints the Mortgagee and any nominee of the Mortgagee and/or the receiver and any nominee of the receiver jointly and also severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) and in the Mortgagor's name or otherwise and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign, seal, execute, deliver, perfect and do all the deeds, instruments, acts and things

which may be required by the Mortgagee or the receiver for the purposes of this Charge or the exercise of any of the powers granted hereby

#### **12. Further Assurance**

The Mortgagor shall do all such acts and things and shall execute all such assurances and instruments as the receiver shall reasonably require in the exercise of any of the powers hereby conferred upon him.

#### **13. Consolidation**

Section 93 of the LPA 1925 (restricting the Mortgagee's right if consolidation) shall not apply to this Charge

#### **14. Notices**

Notices and demands by the Mortgagee may be given or served: -

- (i) personally or by leaving the same at the registered office or last-known address of the person to be served , which shall thereupon be good and effective service
- (ii) by first-class pre-paid post. Service shall be deemed to have been effected 24 hours after posting

When sending by post, service shall be deemed to have been effected 24 hours after posting.

#### **15. Indemnity for Costs etc.**

The Mortgagor shall indemnify the Mortgagee in respect of all reasonable costs and expenses (including without limitation legal costs) incurred by the Mortgagee in connection with the enforcement of the Mortgagee's rights hereunder and any amounts which the Mortgagor shall be liable to pay to the Mortgagee under this Clause shall form part of the Secured Obligations

#### **16. Certification**

A Certificate by an officer of the Mortgagee as to the amount for the time being due in respect of the Secured Obligations shall be (in the absence of manifest error and save in respect of questions of law) conclusive evidence for all purposes against the Mortgagor

#### **17. H M Land Registry Restriction**

The Mortgagor hereby requests the Chief Land Registrar to enter a restriction on the Register of any registered land hereby charged that except under an Order of the Registry no disposition is to be registered without the consent of the registered proprietor of this Charge

**18. Delivery**

This Charge is intended to be and is hereby delivered on the date hereof

**SCHEDULE**

**The Property**

All that freehold property known as 171 Pearl Street Cardiff CF24 1RD registered at the Land Registry under title number CYM158184.

EXECUTED as a DEED by

J&J PROJECTS (SOUTH WALES) LIMITED acting by

a Director in the presence of.

*Julia Young*  
Director

*Katie Innes*  
Witness signature

*Katie Innes*  
Print name

*78 Keystone Road*  
*Barntan*  
Address

*Receptionist*  
Occupation