Companies House

MR01(ef)

Registration of a Charge

Company Name: **JSB PROPERTIES LTD**
Company Number: **05115408**

Received for filing in Electronic Format on the: **10/11/2023**

XCG0BAPD

Details of Charge

Date of creation: **06/11/2023**

Charge code: **0511 5408 0012**

Persons entitled: **BANKVALE LTD**

Brief description: **67 HIGH STREET MEASHAM DE12 7HR**

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: **ELEANOR TAVENER**

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5115408

Charge code: 0511 5408 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th November 2023 and created by JSB PROPERTIES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th November 2023 .

Given at Companies House, Cardiff on 13th November 2023

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

IM Land Registry

egal charge of a registered estate

CH1

his form should be accompanied by either Form AP1 or Form FR1

ny parts of the form that are not typed should be completed in black ink and in block capitals.

you need more room than is provided for in a panel, and your software allows, you can expand any panel in the orm. Alternatively use continuation sheet CS and attach it to this form.

onveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes ersons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land egistration and includes solicitors and licensed conveyancers.

or information on how HM Land Registry processes your personal information, see our Personal Information harter.

ave blank if not yet registered.	1 Title number(s) of the property: LT193429
ert address including postcode (if) or other description of the perty, for example 'land adjoining acacia Avenue'.	2 Property: 67 High Street Measham DE12 7HR
	3 Date: 06 November 2023
e full name(s).	4 Borrower: JSB PROPERTIES ~~LIMITED~~ LTD
mplete as appropriate where the rower is a company.	For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: 5115408 For overseas entities (a) Territory of incorporation or formation:
ter the overseas entity ID issued Companies House for the rower pursuant to the Economic me (Transparency and forcement) Act 2022. If the ID is required, you may instead state t required.	(b) Overseas entity ID issued by Companies House, including any prefix:
ther details on overseas entities be found in practice guide 78: erseas entities.	(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

ve full name(s).

5 Lender for entry in the register:

Bankvale Ltd

ɔmplete as appropriate where the ıder is a company. Also, for an 'erseas company, unless an rangement with HM Land Registry ɪsts, lodge either a certificate in

For UK incorporated companies/LLPs
Registered number of company or limited liability partnership including any prefix:
05184190

ırm 7 in Schedule 3 to the Land ɜgistration Rules 2003 or a certified ɔy of the constitution in English or elsh, or other evidence permitted rule 183 of the Land Registration ıles 2003.

For overseas com anies
(a) Territory of incorporation:

(b) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

ıch proprietor may give up to three ldresses for service, one of which ɹst be a postal address whether or ɪt in the UK (including the postcode, any). The others can be any mbination of a postal address, a ‹ DX box number or an email ldress.

6 Lender's intended address(es) for service for entry in the register:

14 Phoenix Park, Telford Way, Coalville, Leicestershire, LE67 3HB

ace 'X' in any box that applies.

ld any modifications.

7 The borrower with

x 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

ace 'X' in the appropriate box(es).

ıu must set out the wording of the striction in full.

andard forms of restriction are set ɪt in Schedule 4 to the Land ɜgistration Rules 2003.

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

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

No disposition by the proprietor of the registered estate is to be registered without a certificate signed by Bankvale Ltd of 14 Phoenix Park, Telford Way, Coalville, Leicestershire, LE67 3HB or their conveyancer that the provisions of clause 9.2 of the CH1 dated 6th November.....2023 and made between BGS Properties Limited and Bankvale Ltd have been

sert details of the sums to be paid
mount and dates) and so on.

9 Additional provisions

9.1 Definitions

"Interest" means 2.50% over the Bank of England Base rase calculated monthly and payable on the Monthly Repayment Date

"Loan" means £160,000.00 repayable on the Repayment Date

"Monthly Repayment Sum" means the Interest

"Monthly Repayment Date" means the first of every calender month

"Repayment Date" On completion of the sale of the Property or no later than 12 months after the date of this Legal Charge; whichever is the earliest or earlier by mutual agreement between Lender and Borrower or from the Estate of the Borrower should he pre-decease the sale of the Property.

"Term" from the date of this Deed until the Repayment Date.

9.2 Payment of Loan
In consideration of the Loan now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender as set out in this clause.

9.2.1 Subject to clause 9.2.2, the Borrower covenants with the Lender to repay the Interest on the Monthly Repayment Date and Loan on the Repayment Date.

9.2.2 If the Borrower sells the Property and the net proceeds of sale are not sufficient to pay all the sums due to the Lender under this Deed then the Borrower promises the Lender to pay the shortfall to the Lender by monthly instalments to be agreed between the Lender and Borrower until the Loan is fully redeemed.

9.3 Notices

9.3.1 Any notice given under this deed shall be in writing and may be served:
- personally by registered or recorded delivery mail or;
- by any other means which any party specifies by notice to the others

9.3.2 Each party's address for the service of notice shall be their above mentioned address or such other address as he specifies by notice to the others.

9.3.3 A notice shall be deemed to have served:
- if it was served in person, at the time of service and;
- if it was served by post, 48 hours after it was posted.

9.4 Repair and Insurance

9.4.1 The Borrower shall keep the Property in good repair and free from any charges by the Local Authority for works of private improvements or otherwise.

9.4.2 The Borrower promises the Lender:
(a) to comply with and perform all restrictive or other covenants and stipulations which at any time affect the Property or the use and enjoyment of the Property

(b) not to change the use of the Property
(c) to comply with the Planning Acts in all respects relating to the Property
(d) within 14 days of receiving any notice, order, proposal, application, requirement, consent or receipt given or made by a public or local authority to give full details to the Lender and to inform the Lender of any steps taken or proposed to be taken to comply with any such matter.
(e)The Borrower shall insure the Property in the joint names of himself and the Lender against loss or damage by fire and other risks which the Lender may from time to time reasonably require. The insurance will be with the insurers, on the terms and conditions and for the amount that the Lender reasonably requires.

9.4.3 The Lender may insure the Property in the joint names of the Borrower and the Lender against loss or damage by fire and other risks which the Lender may from time to time reasonably require should the Borrower fail to adequately insure the Property in accordance with clause 9.4.2(e) above. The insurance will be with the insurers, on the terms and conditions and for the amount that the Lender reasonably requires.

9.5 Outgoings

The Borrower shall pay all rents, rates, taxes, levies, assessments, impositions and outgoings which maybe or may become imposed upon or payable in respect of the Property or any part of it.

9.6 Power of Sale

9.6.1 Section 103 of the law of Property Act 1925 shall apply to this deed.
9.6.2 The statutory and other powers of sale and appointing a receiver shall arise on the date of this deed and shall become exercisable by the Lender without notice to the Borrower immediately if:

- the Borrower fails to comply with any of his obligations under this charge or any charge supplemental to it and the failure (if capable of being remedied) remains unremedied for 28 days after being called to his attention by written notice from the party not in default;

- the Borrower dies, becomes bankrupt, has a receiving order made against him, makes any arrangement with his creditors generally or takes or suffers any similar action as a result of debt;

- any execution is levied upon the Borrower's goods or on the Property;

- any steps are taken by any person to enforce any rights in respect of the property; or

- if the powers of sale or appointing a receiver become exercisable under any other security given before or after this deed by the Borrower to the Lender or to any other person or if any money payable to the Borrower under any such other security is not paid within 14 days of the due date.

If the Borrower fails to perform or observe any of his obligations under this deed the Lender shall be entitled but not obliged to take

such steps as they think fit in or towards making good the Borrower's default without becoming liable as mortgagee in possession and for that purpose to enter the Property.

The Borrower irrevocably appoints the Lender as his attorney to execute any document or do anything which is required for any of the purposes of this deed or the exercise or enforcement of any of the Lender's rights and remedies under it.

Except where the context renders it absurd or impossible every reference to any party to this deed shall include his or her successors in title and personal representatives, by and against whom this agreement shall be enforceable as if they had been originally named as parties.

In this deed:
- words expressed in any gender shall where the context so requires or permits include any other gender;
- words importing persons shall include bodies corporate and partnerships and other incorporated bodies and visa versa;
- words expressed in the singular shall where the context so requires or permits include plural; and
- where any party is more than one person
- that party's obligations in this deed shall take effect as joint and several obligations
- anything in this deed which applies to that party shall apply to all of those persons collectively and each of them separately
- the benefits contained in this deed in favour of that party shall take effect as conferred in favour of all of those persons collectively and each of them separately; and
- the receipt of the survivor of joint holders of this deed shall be a good discharge to the Borrower.

The headings to clauses are inserted for ease of reference only and shall not affect the construction of this deed.
References in this deed to anything which any party is required to do or not to do shall include their acts, defaults and omissions, whether:
- direct or indirect;
- on his own account; or
- for or through any other person; and
- those which he permits or suffers to be done or not done by any other person.

The effect of all obligations affecting the Lender under this deed is cumulative and no obligation shall be limited or modified by any other obligations unless there is in this deed an express limitation or modification.

ıe borrower must execute this
arge as a deed using the space
ıposite. If there is more than one
ırrower, all must execute. Forms of
ecution are given in Schedule 9 to
e Land Registration Rules 2003. If
note of an obligation to make
ther advances has been applied
in panel 8 this document must be
ıned by the lender or its
nveyancer.

amples of the correct form of
ecution are set out in practice
ide 8: execution of deeds.
ecution as a deed usually means
at a witness must also sign, and
ld their name and address.

10 Execution

Executed as a deed by Bankvale Ltd acting by a director

In the presence of:

Signature of Director:

Signature of witness: K Woodiwiss

Name (in BLOCK CAPITALS): KIRA WOODIWISS

Address: 276 Main Street LE67 9TR
Stanton under Bardon

Executed as a deed by JSB Properties ~~Limited~~ LTD acting by a director

In the presence of:

Signature of Director:

Signature of witness:

Name (in BLOCK CAPITALS): ROB SINFIELD

Address: 33 LITTLE MILL CLOSE
BARLESTONE, NUNEATON, CV13 0HW

ARNING
you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing · 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 fence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited e, or both.

ilure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a sult, a mistake is made in the register.

nder section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an plication to the registrar or referred to in the register are open to public inspection and copying. If you believe a document ntains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 the Land Registration Rules 2003.

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