

MR01

Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online.
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☒ **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 the
instrument Use form MR08



A14 12/05/2016 #321
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.**

THURSDAY

1 Company details

Company number 0 7 5 1 5 7 9 8

Company name in full MINSTER DEVELOPMENTS LIMITED

For official use
Filing 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 9 0 4 2 0 1 6

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 ✓ ANTHONY ROBERT JACKSON

Name ✓ LOUISE JACKSON

Name ✓ ALAN DAVID GAMMON

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

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4	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 Brief description / The freehold reversionary interest in the residential development site at Church Street Bilsthorpe Nottinghamshire as registered at the Land Registry with title absolute under title numbers NT251917, NT197569, NT224699 and NT462441	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
5	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 <input type="checkbox"/> Yes / <input checked="" type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 ✓ Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	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 <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
8	Trustee statement ^① 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 <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06)
9	Signature Please sign the form here Signature X Eulice Mather LLP (Signed for and on behalf of the company) X This form must be signed by a person with an interest in the charge	

MRO1

Particulars of a 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 Andrew Johnston

Company name Elliot Mather LLP

Address Westgate House

1 Chesterfield Road South

Post town Mansfield

County/Region Nottinghamshire

Postcode N G 1 8 5 N R

Country England

DX 10347 Mansfield

Telephone 01623 655666



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 £13 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.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7515798

Charge code: 0751 5798 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th April 2016 and created by MINSTER DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th May 2016

Dx

Given at Companies House, Cardiff on 20th May 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

29 April

2016

MINSTER DEVELOPMENTS LIMITED

to

MR AND MRS A. R. JACKSON & MR A. D. GAMMON

LEGAL CHARGE

relating to
Development site at
Church Street
Bilsthorpe
Newark
Nottinghamshire

CERTIFIED TRUE COPY

Elliott Mather LLP.

ELLIOT MATHER LLP- Solicitors
1 Chesterfield Road South, Mansfield

ELLIOT MATHER LLP

Westgate House, 1 Chesterfield Road South, Mansfield, Nottinghamshire, NG18 5NR

DX 10347

Tel (01623) 655666

Fax (01623) 427795

THIS LEGAL CHARGE is made the

29th

day of

April

2016

BETWEEN

- (1) MINSTER DEVELOPMENTS LIMITED Company Registration Number 07515798 whose registered office is at 7 St John Street Mansfield Nottinghamshire NG18 1QH ("the Borrower") and
- (2) ANTHONY ROBERT JACKSON and LOUISE JACKSON both of 9 Handford Court Southwell Nottinghamshire NG25 0HH and ALAN DAVID GAMMON of Brook House Kirton Road Egmonton Newark Nottinghamshire NG22 OHP ("the Lender")

1.1 **BACKGROUND**

- (1) The Borrower is entitled (and has applied) to be registered at the Land Registry as proprietor of the Property with freehold title absolute under title number NT251917, NT197569, NT224699 and NT462441
- (2) The Lender has agreed to lend £75,000 00 to the Borrower on condition that its repayment together with interest is secured in the manner set out below

OPERATIVE PROVISIONS:

1. **Definitions**

In this Legal Charge

- 1.1 "Interest Rate" means 4 50% above the base rate from time to time of Barclays Bank plc or 5% per annum (whichever is the higher)
- 1.2 "Plot" means each of the seven residential dwellings proposed to be constructed on the Property by the Borrower
- 1.3 "Principal" means Seventy-Five Thousand Pounds (£75,000 00)
- 1.4 "Property" means the property specified in the Schedule and all buildings and fixtures on it
- 1.5 "Redemption Date" means the first anniversary of the date of this Legal Charge
2. **Payment of principal interest and costs**

In consideration of the Principal now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) the Borrower covenants with the Lender as set out below

2.1 Principal

Payment

The Borrower covenants with the Lender to pay the Principal to the Lender free from any legal or equitable right of set off 2.1.1 on the Redemption Date or 2.1.2 immediately on demand at any time if

- (a) any interest or other sum payable under this security is not paid within 14 days of becoming due or
- (b) the Borrower fails in any material respect to comply with any provision of or to perform any of its obligations under this Legal Charge or
- (c) a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to the Property or
- (d) in the case of an individual
 - (i) the Borrower or any surety becomes subject to an interim order or makes a proposal for a voluntary arrangement under Part VIII of the Insolvency Act 1986 or enters, or seeks to enter, into any other form of composition or arrangement with his creditors whether in whole or in part or
 - (ii) a petition is presented for the bankruptcy of the Borrower or any surety or
 - (iii) the Borrower or any surety dies or becomes of unsound mind or
- (e) in the case of the a company or limited partnership
 - (i) the Borrower or any surety makes a proposal for a voluntary arrangement under Part I of the Insolvency Act 1986 or enters or seeks to enter into any other form of composition or arrangement with its creditors whether in whole or in part or
 - (ii) the Borrower or any surety becomes subject to a notice of an intended appointment of an administrator or an application is made to any court or any meeting of directors or members is called with a view to the Borrower or any surety entering into administration or

- (iii) an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Borrower or any surety or
- (iv) a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Borrower or any surety (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Lender)

when the whole of the balance of the Principal then outstanding shall be immediately due and repayable by the Borrower to the Lender on demand PROVIDED ALWAYS that on the sale of the first Plot to be sold the whole of the Principal then outstanding shall become immediately payable and shall be paid by the Borrower to the Lender

2.2 Interest

The Principal shall not carry interest until the Redemption Date or until such time as it has fallen due for payment following demand pursuant to clause 2.1 but with effect from that date 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 such interest

2.2.1 to be calculated on a daily basis in arrears on the balance of the Principal for the time being outstanding (including any interest charges applied and remaining unpaid) utilizing a 365 day year for the purpose of daily calculation and

2.2.2 to be payable as well after as before any judgment

2.3 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 the security constituted by and the obligations owed under and associated with this Legal Charge (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) including (without limitation) costs charges expenses and liabilities incurred in relation to

2.3.1 the institution of all proceedings and other action in connection with the enforcement preservation and protection of the security constituted by this Legal

Charge or for the payment or discharge of the money and liabilities secured by or associated with this Legal Charge

2.3.2 the exercise or contemplated exercise of any power, right or discretion conferred by this Legal Charge or by law on the Lender and

2.3.3 any default by the Borrower in compliance with the obligations imposed by the terms of this security

3. Legal charge

The Borrower with full title guarantee charges the Property to the Lender by way of first legal mortgage with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this Deed

4 Borrower's covenants as to the Property

The Borrower covenants with the Lender as set out below

4.1 Repair

The Borrower will keep all buildings fixtures and fittings services and service media in or on the Property in good and substantial repair and good working order and condition

4.2 Insurance

4.2.1 Duty to insure

The Borrower will ensure the Property is kept insured with reputable insurers in its full reinstatement value against loss or damage by fire and other normal comprehensive builders' risks applicable in the case of a new-build residential development

4.2.2 Indemnity for payments by the Lender

If the Borrower fails to insure in accordance with clause 4.2.1 the Lender may insure and the Borrower will on demand repay to the Lender all payments made by him for that purpose

4.2.3 Application of insurance money

Any money received under any policy of insurance effected or maintained by the Borrower (whether or not pursuant to its obligations under this clause 4.2.1) shall be applied in making good the loss or damage in respect of which it was received

4.3 Outgoings

The Borrower will punctually pay and indemnify the Lender against all rents rates taxes levies assessments impositions and outgoings whatsoever (whether governmental municipal contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it

4.4 General covenant to comply with statutes etc

The Borrower will ensure that any legislation regulations or bye-laws for the time being in force applicable to the Property (including (without limitation) the provisions of all relevant legislation relating to town and country planning) are complied with in all respects

4.5 General covenant to produce notices etc

4.5.1 The Borrower will immediately produce to the Lender any order, direction, permission, notice or other matter whatever affecting or likely to affect the Property and served upon the Borrower by any third party and will allow the Lender to make a copy of it

4.5.2 The Borrower will comply with any such order direction permission notice or other matter without delay or if the Lender so requires will make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve

4.6 Leasing and disposal

The Borrower must not without the previous consent in writing of the Lender (such consent not to be unreasonably withheld or delayed)

4.6.1 exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable thereunder or

4.6.2 otherwise part with or share possession or occupation of or dispose of or deal with or cause or allow any person to be registered under the Land Registration Acts as proprietor of the Property or any part of it

provided that no such consent shall be required for a sale or transfer of a Plot in respect of which the Borrower pays an instalment of Principal in accordance with clause 2 1

4.7 Compliance with terms of conveyances etc

4 7 1 The Borrower will observe and perform the terms of all conveyances transfers grants assignments contracts and other deeds and documents from time to time affecting the Property and binding on the Borrower

4.7.2 The Borrower will keep the Lender indemnified against all proceedings and claims on account of any breach of those terms

5. Postponement of calling in of debt

If the Borrower complies with its obligations under this Legal Charge the Lender will not take any steps to enforce payment of the Principal or any part of it prior to the Redemption Date

6. Discharge

6.1 If the Borrower pays the whole of the Principal with interest on it in accordance with its covenants in clause 2 the Lender will at the request of the Borrower discharge this security

6.2 The Lender will further on completion of the sale of each Plot and receipt of an Instalment discharge the Plot from this security

7. Right to consolidate

Section 93 of the Law of Property Act 1925 (restricting the Lender's right of consolidation) shall not apply to this security

8. Demands and notices

8.1 A demand or notice by the Lender under this mortgage shall be deemed to have been properly served on the Borrower if served personally on any one of the directors or the secretary of the Borrower by first class letter post or fax addressed to the Borrower at or by delivery to its registered office or at any of its principal place of business

8.2 Service shall be deemed to be effected notwithstanding the dissolution of the Borrower

8.2.1 at 10 a m on the second business day immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery

8.2.2 when dispatched if given by fax

8.3 The methods of service described in clause 9.1 are in addition and without prejudice to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 section 196

9. Validity and severability

Each of the provisions of this Legal Charge 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

10. Interpretation

10.1 Unless the context otherwise requires

10.1.1 the singular includes the plural and vice versa

10.1.2 references to persons include references to firms companies or corporations and vice versa and

10.1.3 references in the masculine gender include references in the feminine or neuter genders and vice versa

10.2 Unless the context otherwise requires the expressions "the Borrower" and "the Lender" include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them

10.3 All covenants charges agreements undertakings representations and warranties given or implied in this Legal Charge by more than one person shall be deemed to have been given jointly and severally by those concerned

10.4 References to any statutory provision shall be construed as including any statutory modification or re-enactment of it and any order regulation directive or code of practice made under it or associated with it

10.5 The clause headings do not form part of this Legal Charge and shall not be taken into account in its construction or interpretation

10.6 Any reference to a clause or a paragraph or a schedule is to one in this Legal Charge so numbered or named

11. **Governing law and jurisdiction**

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

IN WITNESS of which the parties have executed this Legal Charge as a deed the day and year first written

THE SCHEDULE

The Property

The freehold reversionary interest in the residential development site at Church Street Bilsthorpe Nottinghamshire as registered at the Land Registry with title absolute under title numbers NT251917, NT197569, NT224699 and NT462441

EXECUTED AS A DEED by **MINSTER DEVELOPMENTS LIMITED** acting by two Directors or by a Director and its Secretary

J. Alcock

Mill Farm Barn
Southwell Road
Kirklington
Newark
Notts NG22 8NF

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)
)
)
[Signature]
Director

[Signature]
Director/Secretary

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