



Registration of a Charge

Company name: **JCB DEVELOPMENTS (EAST ANGLIA) LIMITED**

Company number: **08542023**



XA38MRB4

Received for Electronic Filing: **26/04/2021**

Details of Charge

Date of creation: **22/04/2021**

Charge code: **0854 2023 0007**

Persons entitled: **ANDREW KEMPTON**

Brief description: **ALL THAT FREEHOLD PROPERTY BEING A PLOT OF LAND AT MIDWAY,
YARMOUTH ROAD, HEMSBY, GREAT YARMOUTH, NORFOLK, NR29 4NJ**

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: **PAUL GREGORY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8542023

Charge code: 0854 2023 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd April 2021 and created by JCB DEVELOPMENTS (EAST ANGLIA) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th April 2021 .

Given at Companies House, Cardiff on 27th April 2021

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**

DATED 22ND APRIL 2021

ANDREW KEMPTON

and

JCB DEVELOPMENTS (EAST ANGLIA) LIMITED

LEGAL CHARGE

**Relating to LAND FORMING PART OF MIDWAY YARMOUTH ROAD
HEMSBY GREAT YARMOUTH NR29 4NJ**

HKB WILTSHIRES

21 Hall Quay

Great Yarmouth

NR30 1HP

SH/KEMPTON

Tel: 01493 855676

THIS LEGAL CHARGE is made the 22nd day of April 2021

BETWEEN: (1) ANDREW KEMPTON of Redcliff House Private Road Ormesby St Margaret Great Yarmouth NR29 3LH

("the Lender") and **(2) JCB DEVELOPMENTS (EAST ANGLIA) LIMITED**
Company Registration Number 08542023 whose registered office is at 3 Cromer Road, Ormesby, NR29 3RA ("the Borrower")

NOW THIS DEED WITNESSETH as follows:

1. Definitions and Interpretation

- 1.1** The "Property" means PART OF THE freehold property being land forming part of Midway Yarmouth Road Hemsby Great Yarmouth, NR29 4NJ registered at the Land Registry under title number NK502980
- 1.2** The "Monies Owed" means such sum as from time to time is equal to the aggregate of the Initial Loan, the Uplift and such Interest as may be payable in accordance with the terms of this deed
- 1.3** The "Initial Advance" means the sum of **ONE HUNDRED AND FIFTEEN THOUSAND POUNDS (£115,000)**
- 1.4** "Interest Rate" means the sum of 5% per annum
- 1.5** "the Uplift" means 10% of the Initial Advance
- 1.6** "the Repayment Date" means 12 months from the date of this deed

2. Covenant by the Borrower to pay

- 2.1** The Borrower covenants with the Lender to pay to the Lender the Monies Owed on or before the Repayment Date or in the event of the Lender's death before the Repayment Date the Borrower will pay the Monies Owed to the Executors of the Lender's will

3. Immediately on the happening of the first of the events below:

- 3.1** (a) the sale of the Property before the Repayment Date
- (b) The Borrower obtains a loan to be secured on the Property which will enable this mortgage to be repaid in full
- (c) the making of an Order of any Court in proceedings between the Lender and the Borrower
- (d) the failure of the Borrower to observe and perform any of the covenants on their part expressed or implied in this deed or
- (e) if the Borrower shall become insolvent or enter into any composition or arrangement with its creditors or a receiver or administrator shall be appointed generally
- then and in any of such cases the whole of the Monies Owed remaining due shall immediately be due and payable to the Lender (or their Executor) and the Lender shall either:
- (i) be entitled to exercise all statutory powers conferred on mortgagees at any time after demand and the provisions of Section 103 of the Law of Property Act 1925 shall not apply to this Charge
- (ii) that the Borrower executes a transfer with immediate effect transferring all of her legal and beneficial interest in the Property to the Lender

4. Charge by the Borrower

The Borrower with full title guarantee charges by way of first legal mortgage the Property with payment to the Lender of the Monies Owed and all other money now covenanted to be paid to the Lender

5. Further covenants

The Borrower further covenants with the Lender that the Borrower will:

- 5.1** on or before the Repayment Date to repay the Monies Owed

- 5.2** if payment is not made in full by the Repayment Date the Borrower will pay interest at the Interest Rate up until repayment of the Monies Owed is made in full
- 5.3** at all times keep any buildings erected or in the course of erection on the Property fully insured and produce on demand evidence as to the terms of the insurance policy and receipt for the last payments of the premium payable under such policy
- 5.4** at all times keep any buildings erected on the Property in good repair and condition
- 5.5** not to create another charge on the Property in favour of any other lender without the written consent of the Lender save for the Lender gives his consent to the charge in favour of [22nd] dated [April] ("First Legal Charge")
- 5.6** not during the continuance of this security permit or cause to be registered under the Land Registration Act 2002 or any amendment to that Act for the time being in force any person as proprietor of the Property without the written consent of the Lender
- 5.7** immediately produce to the Lender any order direction requisitions permission notice or other matter affecting or likely to affect the Property and served upon the Borrower

6. Statutory powers

- 6.1** Notwithstanding the provisions of clause 3 hereof the Statutory Power of Sale shall apply to this Charge with the extension that the Power of Sale shall become immediately exercisable by the Lender on demand being made to the Borrower at any time after the date of this charge
- 6.2** The Statutory Power of Sale shall be extended so as to enable any person exercising the same to sell and transfer the Property or any part thereof either subject to or discharged from any charge which has priority to this

Charge and to make any purchaser take with the benefit or burden any provisions as to indemnity exoneration or otherwise relating to such incumbrances

6.3 If the Borrower shall make default in paying any instalments subscription or payment under the First Legal Charge or any other charge having priority to this Charge the Lender may pay or perform the same with power to enter into the Property for that purpose without becoming liable as a mortgagee in possession and all monies expended by the Lender shall be deemed to have been properly paid and the Borrower shall repay to the Lender on demand all money properly paid by the Lender and all charges costs and expenses properly incurred hereunder by the Lender

6.4 In the event of any proceedings or steps being taken to enforce any powers or remedies conferred by a legal charge having priority to this Charge the Lender may redeem such prior legal charge or procure the transfer thereof to the Lender and may settle and pass the accounts of the prior mortgagee and any accounts so settled and passed which shall be conclusive and binding as well between the Lender and the Borrower as between the prior mortgagee and the Borrower and all monies paid by the Lender for the purposes of this clause shall be charged upon the Property

6.5 The giving of time to the Borrower or the neglect or forbearance of the Lender in requiring or enforcing payment of the Monies Owed hereby secured or any other variation of the provisions of this deed or other dealing between the Borrower and the Lender shall not in any way prejudice or affect this security

6.6 In this mortgage where the context admits the expressions "the Borrower" and "the Lender" include the persons deriving title under them respectively

7. Upon completion of the this Charge the Borrower undertakes to:

7.1 register this Charge against the title to the Property

7.2 Apply to the Land Registrar for the following restriction in Form P to be registered against the title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 22nd April 2021 in favour of Andrew Kempton referred to in the charges register or their conveyancer".

SIGNED as a Deed by the said

ANDREW KEMPTON

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

Executed as a Deed by the said

**JCB DEVELOPMENTS (EAST ANGLIA)
LIMITED**

in the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

JCB X X
WAYNE EDEN
10 WINTERTON ROAD HEMSBY
DWLDGR