

# MR01

## Particulars of a charge



Companies House

722656/13

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  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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 no  
instrument. Use form MR01

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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



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

THURSDAY



A25 \*A3BU12RD\* #272  
COMPANIES HOUSE

### 1 Company details

Company number

07450739

Company name in full

ACORN HOMES (SHEPHERD) 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

25 06 2014

### 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 SIMON TOWNSEND

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

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## Particulars of a charge

<b>4</b>	<b>Brief description</b>	
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"
	LAND ON THE NORTH WEST SIDE OF CROSS LANE, MARPLE, STAMFORD, GREATER MANCHESTER	Please limit the description to the available space
<b>5</b>	<b>Other charge or fixed security</b>	
	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	
<b>6</b>	<b>Floating charge</b>	
	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	
<b>7</b>	<b>Negative Pledge</b>	
	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	
<b>8</b>	<b>Trustee statement <sup>1</sup></b>	
	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"/>	<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b>	
Signature	Please sign the form here	
	Signature X <i>Hayden Glass</i> X Solicitor	
	This form must be signed by a person with an interest in the charge	

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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	PETER WESTWELL
Company name	MARLBOROUGH GILMAN SOLICITORS
Address	512 KINGSWAY
Post town	DIOSBURY
County/Region	MANCHESTER
Postcode	M19 1LW
Country	
DX	
Telephone	0161 443 1711



### 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](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 7450739

Charge code: 0745 0739 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th June 2014 and created by ACORN HOMES (CHESHIRE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th July 2014.

Given at Companies House, Cardiff on 17th July 2014



**Companies House**



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

*P*

# Land Registry

## Legal charge of a registered estate

# CH1

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

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

'Conveyancer' is a term used in this form. It is defined in rule 217(1) of the Land Registration Rules 2003 and includes, among others, solicitor, licensed conveyancer and fellow of the Institute of Legal Executives

Leave blank if not yet registered

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'

Give full name(s)

Complete as appropriate where the borrower is a company  
We, Hargreaves Gilman Solicitors of  
512 Kingsway, Didsbury, Manchester  
M19 1WW, hereby certify this document to  
be a true copy of the original

*Hargreaves Gilman*  
Dated 7/7/2014, .....

SRA No 534732 Tel 0161 443 1711  
Give full name(s)

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address

1	Title number(s) of the property MAN173043 and MAN166095
2	Property Land on the North West Side of Cross Lane, Marple, Stockport
3	Date 27 June 2014
4	Borrower  <b>ACORN HOMES (CHESHIRE) LIMITED</b>  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix 07450739  <u>For overseas companies</u> (a) Territory of incorporation  (b) Registered number in England and Wales including any prefix
5	Lender for entry in the register  <b>ANTONY SIMON TOWNSEND</b>  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix  <u>For overseas companies</u> (a) Territory of incorporation  (b) Registered number in England and Wales including any prefix
6	Lender's intended address(es) for service for entry in the register  20 Mauldeth Road West, Withington, Manchester, M20 3EG

Place 'X' in any box that applies

Add any modifications

Place 'X' in the appropriate box(es)

You must set out the wording of the restriction in full

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003

Insert details of the sums to be paid (amount and dates) and so on

- 7 The borrower with
- ☒ 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

- 8 ☐ The Lender is under an obligation to make further advances and applies for the obligation to be entered in the register
- ☒ 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 estates is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 27 June 2014 in favour of Antony Simon Townsend

9 Additional provisions

1 The Borrower acknowledges its indebtedness to the Lender in the sum of seventy five thousand pounds (£75,000 00) ("the Principal Sum") and receipt of that sum from the Lender

2 The Borrower covenants to repay the Principal Sum together with the interest hereinafter specified to the Lender on or before the 27<sup>th</sup> day of June 2017 ("the Repayment Date") The Borrower is entitled to repay the Principal Sum or any part of it at any time during the term of three years from the date hereof ("the Term") without penalty save for the interest and any other money payable by virtue of the provisions of this deed

3 The Borrower shall pay interest on the Principal Sum or any part unrepaid at the rate of 5% per annum for the first twelve months of the Term and thereafter at the rate of 7 5% per annum for the next twelve months and at the rate of 10% per annum for the third remaining twelve months of the Term Repayment of the Principal Sum and interest as aforesaid must be made in full by the Repayment Date

4 The Borrower shall insure to the full reinstatement value any buildings from time to time erected on the Property against all the usual risks or as the Lender may from time to time direct in writing and shall duly and punctually pay all premiums and money necessary for effecting and keeping up such insurance and on demand produce to the Lender a copy of the policy of insurance and the receipt for the premium Any such policy must have endorsed or have cover extended to cover the interest of the Lender as mortgagee of the Property under this Charge

5 The Borrower shall keep the Property and any buildings erected thereon including walls roads drains and fences in good and substantial repair and condition and free from any charges by the local authority and observe and perform any covenants or other provisions affecting the Property

6 Section 103 of The Law of Property Act 1925 shall not apply to this Deed and the statutory and other powers of sale and appointing of a Receiver shall arise on the date of this deed and shall become exercisable by the Lender without notice to the Borrower immediately on the happening of any one or more of the following events -

(i) if any payment of any money secured by this deed is not paid on the due date whether demanded or not,

(ii) if a distress or execution is levied against any property of the Borrower or any steps taken by any person or body to enforce any rights in respect of the Property,

(iii) if the Borrower goes into liquidation whether voluntary or otherwise or is struck off the register of companies at Companies House or otherwise enters into any composition or arrangement with creditors,

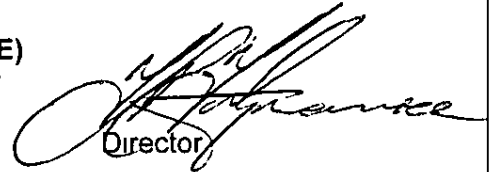
(iv) if the Borrower makes default in observing or fulfilling any of its obligations under this deed and does not make good the default within 7 days of service by the Lender specifying the default

7 The Borrower hereby irrevocably appoints the Lender (and any receiver appointed by him) to be his attorney to apply for and procure on his behalf any licences permissions or other things from any competent authority necessary for the execution of the repairs or other works authorised by this deed on the default of the Borrower and all expenses incurred by the Lender in securing the licences and permissions shall be deemed to have been properly incurred and added to the Principal Sum and be repayable under the terms of the Charge

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer

#### 10 Execution

Executed as a Deed by  
**ACORN HOMES (CHESHIRE)  
LIMITED** acting by a Director  
in the presence of-

  
Director

Signature of witness 

Name (in BLOCK CAPITALS) **PETER WESTWELL**

Address **5/2 HINCKLEY**

**MANCHESTER M20 1WU**

#### WARNING

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

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

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