## Registration of a Charge

Company name: LANSDOWNE INVESTMENT PARTNERSHIP LTD

Company number: 09955812

Received for Electronic Filing: 30/10/2019



## **Details of Charge**

Date of creation: 28/10/2019

Charge code: 0995 5812 0001

Persons entitled: HAREWOOD ASSOCIATES LIMITED

Brief description: BY WAY OF LEGAL MORTGAGE: 1. PLOTS A2, A3 AND 6 OF THE

FREEHOLD PROPERTY AT CROWTON MILL, AINSWORTH LANE, CROWTON, NORTHWICH, CW8 2RS WITH TITLE NUMBER CH395601; 2.

THE FREEHOLD PROPERTY AT 20 BRITANNIA WAY, HADLEY, TELFORD, TF1 5PE WITH TITLE NUMBER SL198322; 3. THE FREEHOLD PROPERTY

AT 6 GROVE TERRACE, HELSBY, FRODSHAM, WA6 0QG WITH

TITLE NUMBER CH551583; AND THE OTHER PROPERTIES AS MORE PARTICULARLY DESCRIBED IN SCHEDULE 1 TO THE INSTRUMENT.

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: MATTHEW HITCHEN



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9955812

Charge code: 0995 5812 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th October 2019 and created by LANSDOWNE INVESTMENT PARTNERSHIP LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th October 2019.

Given at Companies House, Cardiff on 31st October 2019

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006







DATED 28M OCHOBER

2019

HAREWOOD ASSOCIATES LIMITED (in administration) and LANDSDOWNE INVESTMENT PARTNERSHIP LTD

**LEGAL CHARGE** 

Ref: SLN

Knights plc Two St Peter's Square Manchester M2 3AA

Tel: + 44 (0) 161 833 1212 Fax: + 44 (0) 161 834 9098

www.knightsplc.com

#### **PARTIES:**

- (1) HAREWOOD ASSOCIATES LIMITED (in administration) (company number: 07467243) acting by its joint Administrators Dean Watson and Paul Stanley whose registered office is at 340 Deansgate, Manchester, M3 4LY ("Company"); and
- (2) LANSDOWNE INVESTMENT PARTNERSHIP LTD (company number: 09955812) whose registered office is at Walbury House 14 Dalton Court, Commercial Road, Darwen, Lancashire, BB3 0DG ("Chargor").

#### **BACKGROUND**

- (A) The Chargor is indebted to the Company for the sum of £2,787,347.34 ("the Debt"). The Chargor has agreed to repay the Debt to the Company over a period of time pursuant to a settlement agreement dated on or around the date of this deed.
- (B) The Chargor has agreed to grant this legal charge over the Property (as defined below) to secure its obligations to the Company to repay the Debt.

#### **DEFINITIONS**

1.1. In this Legal Charge the following words and expressions have the following meanings:

1925 Act:

means the Law of Property Act 1925

Property:

means the properties listed in Schedule 1

Receiver:

any one or more receivers appointed under the 1925 Act and shall include any substitute receiver or receivers

Secured Sums:

The Debt and all present and future monies, obligations and liabilities of the Chargor to the Company, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.

1.1. Clause headings are inserted for ease of reference only and shall not affect the interpretation

- 1.2. Words importing one gender include all genders and words importing the singular include the plural and vice versa
- 1.3. Any reference to a specific statute includes any statutory extension or modification amendment or re-enactment of such statute and any regulations or orders made under such statute and any general reference to "statute or "statutes" includes any regulations or orders made under such statute or statutes

#### 2. COVENANT FOR PAYMENT

The Chargor shall, on demand, pay to the Company and discharge the Secured Sums when they fall due.

#### 3 CHARGE

The Chargor charges the Property by way of legal mortgage with full title guarantee as a continuing security for the payment to the Company of the Secured Sums.

#### 4 CONSUMER CREDIT ACT 1974

This Legal Charge does not secure any moneys or liabilities owed under an agreement which is a regulated agreement within the meaning of the Consumer Credit Act 1974.

#### 5 COVENANTS BY THE CHARGOR

The Chargor covenant with the Company that during the continuance of the security afforded by this Legal Charge the Chargor will:

- 5.1. observe and perform the terms and conditions of this Legal Charge
- 5.2. keep all buildings and other structures for the time being comprised in the Property in a good state of repair and decoration
- 5.3. keep insured all buildings and other structures for the time being comprised in the Property and all effects of an insurable nature on or forming part of the Property insured for the full cost of reinstatement or replacement against destruction or damage by fire and such other risks and contingencies as the Company shall from time to time reasonably specify with a note of the interest of the Company noted on the policy and whenever required provide evidence to the Company of the existence and terms of such insurance and of payment of all necessary premiums
- 5.4. duly observe and perform all requirements of any insurers in relation to the Property

- 5.5. to comply with all relevant licences consents permissions and conditions from time to time granted or imposed by the Planning Acts
- 5.6. not sever or remove from the Property any fixtures or fittings for the time being on the Property except for the purpose of renewal or replacement by equivalent items of equal or greater value
- 5.7. so long as any money remains owing on the security of this Legal Charge not cause or suffer any person to be registered under the Land Registration Act 2002 as the proprietor of the Property or any part of it
- 5.8. not without the prior written consent of the Company create or suffer to be created in respect of any part of the Property:
  - 5.8.1. any lease tenancy or other right of occupation nor except with the Company's prior written consent to vary renew or accept the surrender of any such lease tenancy or right of occupation nor to enter into any contract for such purpose
  - 5.8.2. any mortgage pledge charge or other encumbrance nor suffer any lien to arise

#### 6. COMPANY'S POWERS

- 6.1. In the event that the Chargor is in default of the repairing obligations set out in Clause 5.2 or of the insuring obligations set out in Clause 5.3 the Company (or any Receiver appointed by the Company pursuant to this Legal Charge) shall be entitled (but not obliged) to carry out works and/or to maintain such insurance as necessary to remedy such default and the cost incurred by the Company (or the Receiver) shall be a debt due from the Chargor to the Company and recoverable as part of the moneys secured by this Legal Charge
- 6.2. Without prejudice to and in addition to the Company's powers under Clause 6.1 the Company and the Receiver shall have power (in addition to the statutory powers incidental to the estate or interest of Companys contained in Section 101 of the 1925 Act):
  - 6.2.1. to effect upon any building or structure or property or chattel for the time being comprised in this security any such repairs amendments alterations and additions as the Company shall consider necessary or desirable for the maintenance protection or improvement of the Property or of the Company's security and also
  - 6.2.2. to demise or agree to demise the Property or any part of it for such period at such rent and upon such terms with or without a

premium or fine in all respects as the Company shall from time to time think fit

- 6.3. The Company shall have all the statutory powers of sale and appointment of a Receiver at any time after the date of this Legal Charge when such powers shall be exercisable and accordingly the provisions of Section 103 of the 1925 Act do not apply to the security created by this Legal Charge. The appointment of a Receiver shall be upon such terms as to remuneration and otherwise as the Company shall think fit and the Company may remove any such Receiver and appoint another in his place
- The statutory powers conferred on the Company as varied and extended by this Legal Charge and all other powers conferred by this Legal Charge shall in favour of any purchaser as defined in Section 205 of the 1925 Act or person dealing in good faith or any Receiver appointed by the Company be deemed to arise and be exercisable immediately after the execution of this Legal Charge who shall not be concerned to enquire whether any exercise by the Company of its powers is in breach of the terms of this Legal Charge
- 6.5. If the Company exercises any of the statutory powers or the additional powers given by this Legal Charge the Company shall not be deemed to be a mortgagee in possession or become liable as such and any moneys properly disbursed by the Company in the exercise of such powers shall on demand by the Company to the Chargor be forthwith repaid by the Chargor to the Company and if not then repaid shall bear interest from the date of demand until the date of repayment and until repaid and together with such interest shall be a charge on the Property
- 6.6. All the powers and remedies conferred by statute or by this Legal Charge upon the Company and the Receiver shall be exercisable free from any restrictions imposed by the 1925 Act in any of the following events:
  - 6.6.1. if the Chargor fails to pay any sum which has become due under this Legal Charge and which is secured on the Property unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within three business days of its due date or fails to observe or perform or commits any breach of any of the covenants undertakings conditions and provisions of this Legal Charge
  - 6.6.2. if the Chargor enters into an arrangement for the benefit of creditors
  - 6.6.3. if any person exercises or attempts to exercise any power of sale or seeks otherwise to enforce security in relation to the whole or any part of the Chargor's property undertaking or other assets whatsoever

- if any judgment or order of any Court is made against the Chargor for payment of any sum of money which is not complied with or set aside within fourteen days or if a writ or execution is issued against or a distress execution or sequestration is levied or enforced upon or served against any of the property undertaking or other assets of the Chargor
- 6.7. Any Receiver appointed by the Company shall be the agent of the Chargor and the Chargor shall be solely responsible for the Receiver's acts and defaults and for his remuneration (which shall not be limited to the maximum rate specified by the 1925 Act) costs charges and expenses. When two or more persons are appointed to be the Receiver, their powers may be exercised by them jointly or severally
- 6.8. The Receiver so appointed shall be entitled (without any consent by or notice to the Chargor) to exercise all powers conferred on a Receiver by law and in addition (but without prejudice to the foregoing) such Receiver shall have power:
  - 6.8.1. to take possession of and generally manage the Property and dispose of the Property without restriction
  - 6.8.2. to remove store sell or otherwise deal with any fixtures and fittings which the Chargor shall fail to remove from the Property within seven days after being requested so to do and to account to the Chargor for the proceeds of any such sale (after deducting the expenses of such sale)
  - 6.8.3. to employ advisers consultants managers agents workmen and others and
  - 6.8.4. to do any other acts with the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the sale of the Property

#### 7. AGREEMENTS AND DECLARATIONS

The Chargor and the Company agree and declare:

- 7.1. The power of sale under this Legal Charge shall be deemed to arise on the execution of this Legal Charge
- 7.2. The provisions of Section 93 of the 1925 Act do not apply to this security
- 7.3. Any notice required to be served under this Legal Charge (including a demand for payment) shall be in writing and shall be deemed to be sufficiently served if (a) sent by first-class post in a correctly addressed prepaid envelope to the last known address of the party to be served and it shall be deemed to be served on the second day following posting or (b) delivered

- by hand to the last known address of the party to be served and it shall be deemed to be served at the time of delivery
- 7.4. If the Company receives notice of any subsequent charge or other interest affecting all or any of the Property it may open a new account with the Chargor and if it does not do so, it shall be treated as if it had opened a new account at the time when it received a notice. As from the time of receipt of the notice payments made by the Chargor to the Company shall be credited or be treated as having been credited to the new account
- 7.5. This Legal Charge is in addition to and shall not be prejudiced or affected by nor itself prejudice or affect any other security which is now or may hereafter be held by the Company
- 7.6. The powers conferred upon the Company by this Legal Charge are in addition to all statutory and other powers conferred upon mortgagees
- 7.7. The Company may from time to time waive any breach of this Legal Charge or grant any indulgence to the Chargor without affecting the Company's rights powers or remedies

#### 8. RESTRICTION

The Company and the Chargor shall apply (and the Chargor hereby give its consent to such application) to the Chief Land Registrar to enter in the Proprietorship Register of the relevant Title Number a Restriction in the terms set out in Schedule 1.

#### 9. INTEREST

If the Chargor defaults in the payment when due of any of the Secured Sums (whether payable by agreement or by an order of a court or otherwise), the Chargor's liability shall be increased to include interest on that sum from the date when such payment was due until the date of actual payment at a rate per annum of 4 per cent above the base rate from time to time of Royal Bank of Scotland Plc. Such interest shall accrue from day to day and shall be compounded quarterly.

#### 10. EXECUTION AND DELIVERY

This Legal Charge is executed as a deed and is delivered on the date stated at the beginning of it

SIGNED as a DEED by

**DEAN WATSON** as Joint Administrator

for and on behalf of Harewood Associates Limited

acting by its duly authorised signatory

า เพื่อวิธีที่ 1 เพื่อเลย โดย ต้อง ต้อง ได้ เป็นเลยได้ ได้ ได้ เพื่อยาสุด เลือดได้ เลย เลย เลย เลย เลย ได้ เลย

in the presence of:

Witness' signature:

Name:

Address:

SIGNED as a DEED by

Lansdowne Investment Partnership Limited acting by

PETER KINYA director,

in the presence of:

Director

Witness' signature: Q.A.

and M

Name:

ANDROW HOUSEN

Address: Societor

YO WAPHERS W.P

DARWEN KOUSE

WALKER BUSINESS PARK

BLACKBURN LANCASTURE BBI 20E

Schedule 1 Properties

Address	Title Number	Plan Reference	Restriction
1. The parts of the Property forming part of the	Part of	Brook View Plot Plan	No disposition of the part of the registered estate
development at Crowton Mill, Ainsworth Lane,	CH395601	Plan 1 - Schedule 2	shown edged in red and marked Plot A2, Plot A3 and
Crowton, Northwich, CW8 2RS known as			Plot A6 on the plan marked Brook View Plot Plan Plan
a) Plot A2 and shown edged in red and			1 - Schedule 2' annexed to the Legal Charge dated [
marked Plot A2;			] and made between (1) HAREWOOD ASSOCIATES
b) Plot A3 as shown edged in red and			LIMITED (in administration) (2) LANDSDOWNE
marked Plot A3;			INVESTMENT PARTNERSHIP LTD dated
c) Plot 6 as shown edged in red and	i.e		[ ] (other than a charge) by
marked Plot 6			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 Dean
			Watson or Paul Stanley as Joint Administrators of
			Harewood Associates Limited (in administration) or
			their conveyancer.
2. 20 Britannia Way, Hadley, Telford, TF1 5PE	SL198322	None	No disposition of the registered estate (other than a

				charge) 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
				Dean Watson or Paul Stanley as Joint Administrators of
				Harewood Associates Limited (in administration) or
				their conveyancer.
3.	6 Grove Terrace, Helsby, Frodsham, WA6 0QG	CH551583	None	No disposition of the registered estate (other than a
				charge) 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
1				Dean Watson or Paul Stanley as Joint Administrators of
<u> </u>			· .:	Harewood Associates Limited (in administration) or
				their conveyancer.
4.	The parts of the Property forming part of the	Part of	Peakdale Gardens –	No disposition of the part of the registered estate
	development at Chunal Works, Charlestown,	DY211017	Apartment Plan –	shown edged in red and marked Apartment 1 and
'	Glossop, SK13 8LF, the location of which is		Lower and Ground	Apartment 2 (at lower ground floor level only) and
	shown edged blue on the attached plan marked		Floors	Apartment 3, Apartment 4 and Apartment 5 (at ground
	'Peakdale Gardens - Apartment Location Plan		Plan 3 - Schedule 2	floor level only), on the plan marked Peakdale Gardens
	Plan 2 – Schedule 2' and known as			- Apartment Plan - Lower and Ground Floors Plan 3 -
	a) Plot 1 and shown edged red and			Schedule 2 annexed to the Legal Charge dated
in the second	marked Apartment 1 at lower ground			[ ] and made between (1)

	floor level only			HAREWOOD ASSOCIATES LIMITED (in
-	b) Plot 2 and shown edged red and			administration) (2) LANDSDOWNE INVESTMENT
	marked Apartment 2 at lower ground			PARTNERSHIP LTD (other than a charge) by the
Name of Street	floor level only			proprietor of the registered estate, or by the proprietor
	c) Plot 3 and shown edged red and			of any registered charge, not being a charge registered
	marked Apartment 3 at ground floor			before the entry of this restriction, is to be registered
	level only			without a written consent signed by Dean Watson or
	d) Plot 4 and shown edged red and			Paul Stanley as Joint Administrators of Harewood
	marked Apartment 4 at ground floor			Associates Limited (in administration) or their
	level only			conveyancer
	e) Plot 5 and shown edged red and			
	marked Apartment 5 at ground floor			
1.	level only			
5.	The parts of the Property forming part of the	Part of	Peakdale Gardens -	No disposition of the part of the registered estate
1	development known as Peak Dale Gardens at	DY211017	Apartment Plan -	shown edged in red and marked Apartment 8 (at lower
1:-	Chunal Works, Charlestown, Glossop, SK13		First and Second	first floor level only) and Apartment 11, (at second floor
	BLF the location of which is shown edged blue.		Floors	level only), on the plan marked 'Peakdale Gardens -
	on the attached plan marked 'Peakdale Gardens		Plan 4 - Schedule 2	Apartment Plan - First and Second Floors Plan 4 -
	- Apartment Location Plan Plan 2 Schedule 2			Schedule 2' annexed to the Legal Charge dated
	and known as			[ ] and made between (1)
1	a) Plot 8 and shown edged red and			HAREWOOD ASSOCIATES LIMITED (In
	marked Apartment 8 at first floor level			administration) (2) LANDSDOWNE INVESTMENT

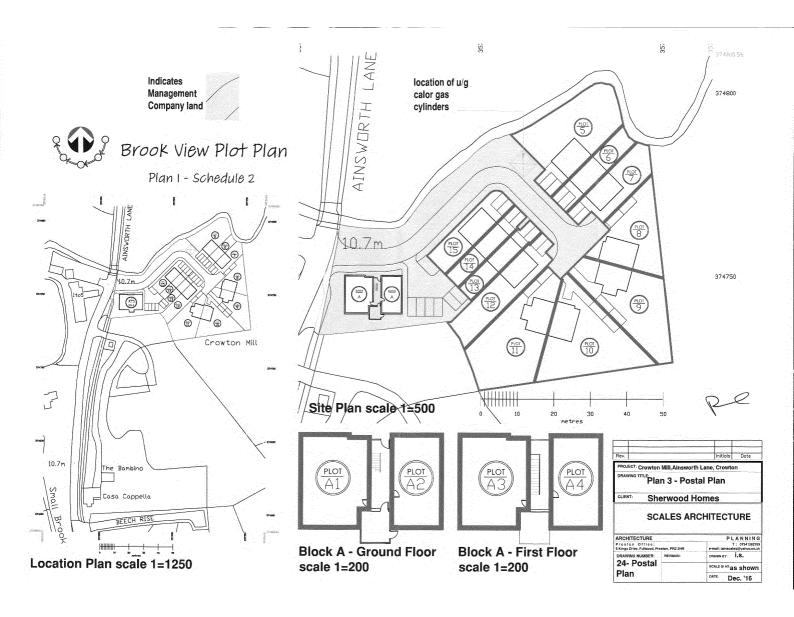
[	only			PARTNERSHIP LTD (other than a charge) by the
1.	b) Plot 11 and shown edged red and			proprietor of the registered estate, or by the proprietor
	marked Apartment 11 at second floor			of any registered charge, not being a charge registered
	level only			before the entry of this restriction, is to be registered
1	in the second			without a written consent signed by Dean Watson or
				Paul Stanley as Joint Administrators of Harewood
	· ·			Associates Limited (in administration) or their
				conveyancer
6.	The Parts of the Property forming part of the	Part of	Peakdale Gardens –	No disposition of the parts of the registered estate
	development known as Peakdale Gardens at.	DY405156	Estate Plan 1	shown edged in red and marked Plot 70, 71, 82 and
	Charlestown Road, Glossop and known as		Plan 5 - Schedule 2	83), on the plan marked 'Peakdale Gardens - Estate
	a) Plot 70 and shown edged in red and			Plan 1 Plan 5 - Schedule 2' annexed to the Legal
	numbered 70;			Charge dated [ ] and made between (1)
	b) Plot 71 and shown edged in red and			HAREWOOD ASSOCIATES LIMITED (in
	numbered 71,			administration) (2) LANDSDOWNE INVESTMENT
	c) Plot 82 and shown edged in red and			PARTNERSHIP LTD (other than a charge) by the
	numbered 82;			proprietor of the registered estate, or by the proprietor
	d) Plot 83 and shown edged in red and			of any registered charge, not being a charge registered
	numbered 83			before the entry of this restriction, is to be registered
				without a written consent signed by Dean Watson or
				Paul Stanley as Joint Administrators of Harewood
				Associates Limited (in administration) or their
			let Notae	conveyancer

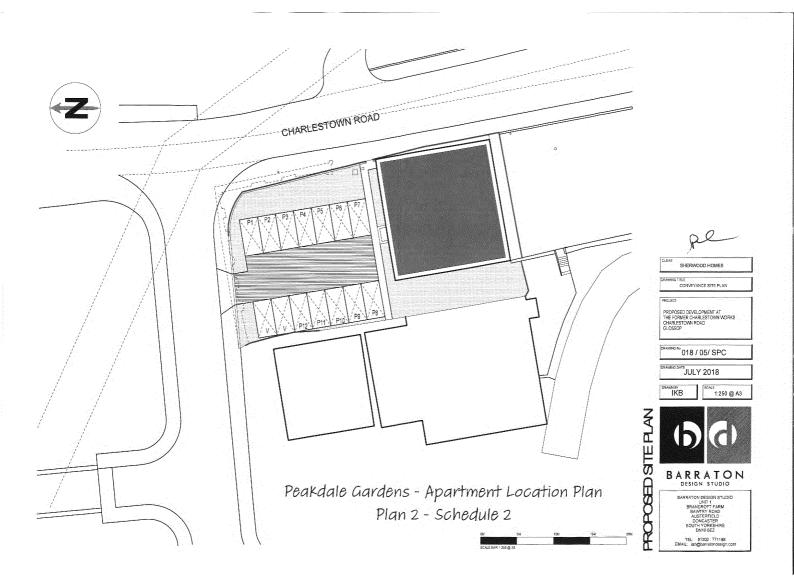
	7	The Parts of the Property forming part of the	Part of	Peakdale Gardens –	No disposition of the parts of the registered estate
		development known as Peakdale Gardens at	DY405156	Estate Plan 3	shown edged in red and marked Plot 69, on the plan
i.		Charlestown Road, Glossop and known as Plot		Plan 6 – Schedule 2	marked Peakdale Gardens -Estate Plan 3 Plan 6 -
		69 and shown edged in red and numbered 69			Schedule 2' annexed to the Legal Charge dated
					[ ] and made between (1) HAREWOOD
					ASSOCIATES LIMITED (In administration) (2)
٠	-				LANDSDOWNE INVESTMENT PARTNERSHIP LTD
					(other than a charge) 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
		A-4			restriction, is to be registered without a written consent
					signed by Dean Watson or Paul Stanley as Joint
٠ [					Administrators of Harewood Associates Limited (in
					administration) or their conveyancer.
	8.	The property at 28 Highfield Way, Hinstock,	Part of	Hinstock Plot 25	No disposition of the parts of the registered estate
		Market Drayton, Shropshire, TF9 2UF (also	SL244717	Plan 7 – Schedule 2	shown edged in red and marked Plot 25, on the plan
		known as Plot 25) and shown edged in red and			marked "Hinstock Plot 25 Plan 7 - Schedule 2"
		numbered 25			annexed to the Legal Charge dated
					[ J and made between (1) HAREWOOD
	.				ASSOCIATES LIMITED (in administration) (2)
-					LANDSDOWNE INVESTMENT PARTNERSHIP LTD
.					(other than a charge) 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 Dean Watson or Paul Stanley as Joint
		÷1			Administrators of Harewood Associates Limited (in
- Andrews					administration) or their conveyancer.
4	9.	The property at 30 Highfield Way, Hinstock,	Part of	Hinstock Plot 26	No disposition of the parts of the registered estate
i i		Market Drayton, Shropshire, TF9 2UF (also-	SL244717	Plan 8 – Schedule 2	shown edged in red and marked Plot 26, on the plan
		known as Plot 26) and shown edged in red and			marked "Hinstock Plot 26 Plan 8 - Schedule 2"
		numbered 26			annexed to the Legal Charge dated
					[ ] and made between (1) HAREWOOD
					ASSOCIATES LIMITED (in administration) (2)
					LANDSDOWNE INVESTMENT PARTNERSHIP LTD
1					(other than a charge) by the proprietor of the registered
1					estate, or by the proprietor of any registered charge,
1					not being a charge registered before the entry of this
1.				11.1	restriction, is to be registered without a written consent
			į.		signed by Dean Watson or Paul Stanley as Joint
	-				Administrators of Harewood Associates Limited (in
				·	administration) or their conveyancer.
	٠. ا	Programme and the contract of			<u> </u>

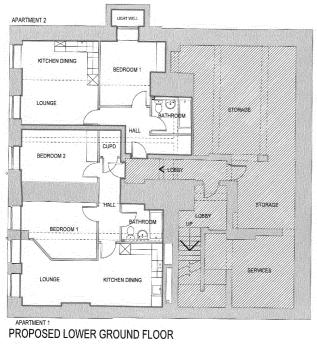
Schedule 2

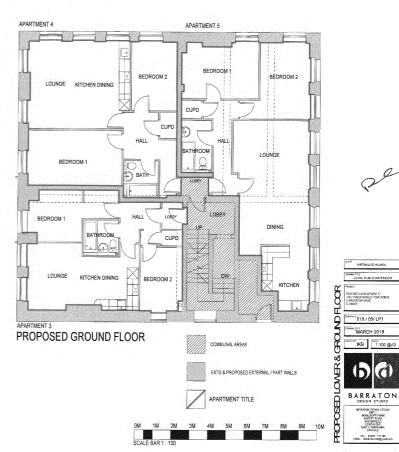
Plot Plans



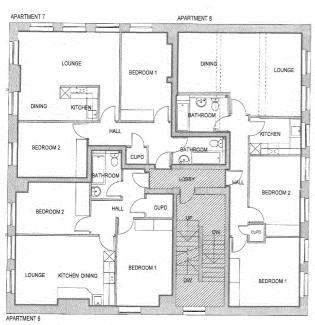


## Peakdale Gardens - Apartment Plan - Lower and Ground Floors Plan 3 - Schedule 2

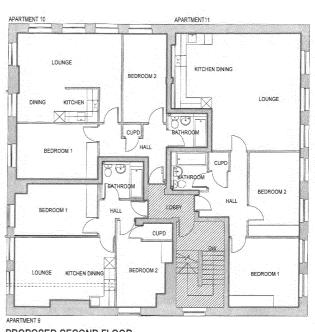




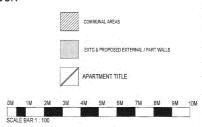
## Peakdale Gardens - Apartment Plan - First and Second Floors Plan 4 - Schedule 2



PROPOSED FIRST FLOOR

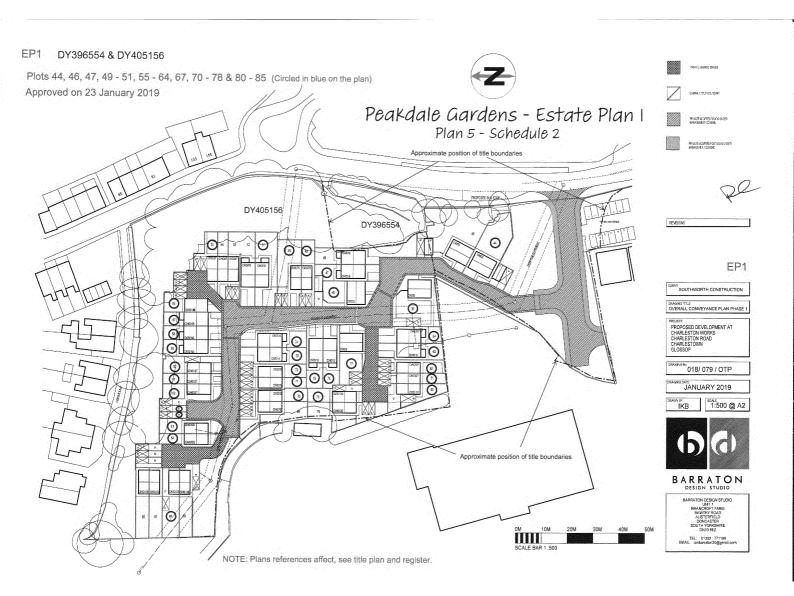


PROPOSED SECOND FLOOR



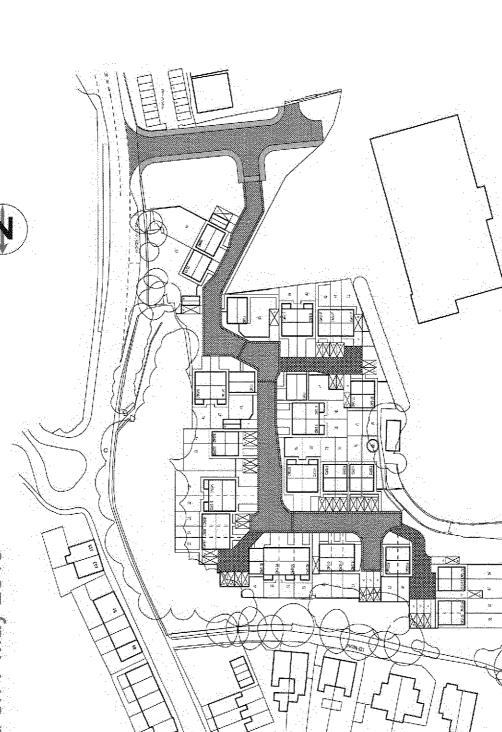






Peakdale Gardens -Estate Plan 3 Plan 6 - Schedule 2 Plot 69 (Circled in blue on the plan) EP3 DY396554

Approved on 7 May 2019



NOTE: Plans reference affects, see title plan & register.

1:1250 @ A4

SOUTHWORT CONSTRUCTS

PRICES
PRICES
CHARLES TON WORKS
CHARLES TON WORKS
CHARLES TON TOAD:
CHARLES TON TOAD:
CHARLES TOWN
GLOSS OP

018/079/P69/A AUGUST 2018 BARRATON DESIGN STUBIO

