

In accordance with
Sections 859A and
859J of the Companies
Act 2006 as applied by
The Limited Liability
Partnerships (Application
of Companies Act 2006)
Regulations 2009

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



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

☒ **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 LL MR08

For further information, please
refer to our guidance at
www.companieshouse.gov.uk

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



A2BFUZ5S

A31

27/06/2013

#41

COMPANIES HOUSE

THURSDAY

1 LLP details

LLP number

LLP name in full

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

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

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

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)

4

Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

Please use a continuation page if you need to enter more details

Description

LAND ON THE NORTH SIDE OF LEEDS ROAD, BRADFORD

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the LLP?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)

8

Trustee statement ¹

You may tick the box if the LLP named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

¹ This statement may be filed after the registration of the charge (use form LL MR06)

9

Signature

Please sign the form here

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge

LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the LLP's Registered Office address.

Contact name **AMRAJ BOPARAI**

LLP name **McMANUS SEDDON RUNHAMS**

Address **140 TO 148 MANNINGHAM LANE**

Post town **BRADFORD**

County/Region **WEST YORKSHIRE**

Postcode **B D 8 7 J J**

Country **UK**

DX **11786 BRADFORD**

Telephone **01274 381938**



Certificate

We will send your certificate to the presenter's address if given above or to the LLP'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 LLP name and number match the information held on the public Register
- ☐ 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 LLPs registered in England and Wales
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For LLPs 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 LLPs 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

LLP number: OC374684

Charge code: OC37 4684 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th June 2013 and created by LIVER HOMES (GENERAL BUILDINGS) LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 27th June 2013

DX

Given at Companies House, Cardiff on 28th June 2013




Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Land Registry

We hereby certify this to be a true and accurate copy of the original
Signed: 

21/06/13

CH1

McMANUS SEDDON RUNHAMS SOLICITORS
COMMERCIAL HOUSE
140-148 MANNINGHAM LANE
BRADFORD
BDX 7JY

This form should be accompanied by either Form AP1 or Form AP2

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 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

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

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 WYK710676
2	Property Land on the north side of Leeds Road, Bradford
3	Date 11 JUNE 2013
4	Borrower Liver Homes (General Buildings) LLP <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix OC374684 <u>For overseas companies</u> (a) Territory of incorporation (b) Registered number in the United Kingdom including any prefix
5	Lender for entry in the register Anu Vedi <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 the United Kingdom including any prefix
6	Lender's intended address(es) for service for entry in the register Silver Springs, Over the Misbourne, Denham, Buckinghamshire, UB9 5DR

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

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.

7	The borrower with <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9
8	<input checked="" type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register <input type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate
9	Additional provisions See attached continuation sheet
10	Execution Signed as a deed by Liver Homes (General Buildings) LLP acting by a director Witness signature Witness name Witness address Occupation Signed as a deed by Anu Vedi in the presence of Witness signature Witness name Witness address Occupation

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

© Crown copyright (ref LR/HO) 10/11

**Continuation sheet
for use with
application and
disposition forms**

Land Registry

CS

1. Continued from Form CH1

Title number(s) WYK710676

2. *Before each continuation state panel to be continued e.g. Panel 12 continued*

Panel 9 of Form CH1 Continues

Now this Deed witness as follows

1 Covenant to pay

The Borrower covenants when the same shall be or become due under the terms of a Limited Liability Partnership Agreement dated the 15th February 2013 or, in the absence of any specified due date, on demand to pay and discharge to the Lender up to the sum of £150,000 all monies obligations and liabilities whether principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Borrower to the Lender whether actual or contingent and whether alone severally or jointly as principal guarantor Surety or otherwise and in whatever name or style together with interest charges and other expenses so that interest shall be calculated and compounded monthly at a rate of 10% per annum from the due date until the date of payment as well after as before any demand made or judgement obtained hereunder

2 Charges

2.1 The Borrower with full title guarantee and as a continuing security charges with the payment or discharge of all monies obligations and liabilities hereby covenanted to be paid or discharged by the Borrower,

2.1.1 by way of first legal mortgage over the Property.

2.2 The security from time to time constituted by or pursuant to this Legal Charge shall be in addition to and shall not prejudice determine or affect any other security which the Lender may from time to time hold for or in respect of all or any part of the monies obligations and liabilities hereby secured. No prior security held by the Lender over the property charged by this Legal Charge or any part of it shall merge in the security created hereby or pursuant hereto which will remain in force and effect as a continuing security until discharged by the

Lender

3 **Restrictions on Dealing**

The Borrower shall not without the prior written consent of the Lender

3 1 create or permit to subsist any mortgage charge pledge hypothecation lien (other than a lien arising by operation of law) or other security interest on the Property other than this Legal Charge.

3 2 sell transfer lease lend or otherwise dispose of the whole or any part of the Property.

4 **Covenants by the Borrower**

4 1 The Borrower shall

4 1 1 insure and keep insured such of its property as is insurable with its insurer and against such risks and in such amounts and otherwise in such terms as the Lender may require and will maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses with the interest of the Lender noted upon all policies of such insurance or, if the Lender shall require, in the joint names of the borrower and the Lender and will produce or deposit with the Lender all such policies and receipts for all premium and other payments necessary for effecting and maintaining such insurances

4 1 2 apply any insurance proceeds in making good the loss or damage or at the Lender's option in or towards the discharge of the monies obligations and liabilities secured by this Legal Charge,

4 1 3 comply with the provisions of all present or future statutes and directives and every notice order or direction made under any of the foregoing

4 1 4 provide the Lender (at the cost of the Lender) with all financial and other information with respect to the assets, liabilities and affairs of the Borrower that the Lender may from time to time require

- 4 2 If the Borrower shall fail to satisfy the Lender that he has performed any of his obligations under Clause 4 1 then the Lender may take such steps as it considers appropriate to procure the performance of such obligation and shall not thereby be deemed to be a mortgagee in possession and the monies expended by the Lender shall be reimbursed by the Borrower on demand and until so reimbursed shall carry interest at from the date of payment to the date of reimbursement

5 **Enforcement**

- 5 1 This Legal Charge shall become enforceable

5 1 1 if any of the monies obligations and liabilities secured by this Legal Charge shall not be paid or discharged by the Borrower as and when they become due, or

5 1 2 if the Borrower shall be in breach of any provision of this Legal Charge or of any agreement containing any terms and conditions of or applicable to the monies obligations and liabilities secured by this Legal Charge

5 1 3 if an encumbrancer shall take possession of or a Receiver including but not limited to an administrative receiver shall be appointed over the assets or undertaking of the Borrower or any secured creditor of the Borrower shall seek to enforce his or its security in respect of all or any of the property or assets charged by this Legal Charge or if a petition for the appointment of an Administrator is presented against the borrower

5 1 4 if the Borrower shall enter into any composition or arrangement for the benefit of his creditors or be placed into compulsory winding up or be the subject of a resolution for voluntary winding up or if an individual enter into a composition assignment or other arrangement for the benefit of his creditors would be the subject of the presentation of a petition in bankruptcy

5 1 5 any other event shall take place which in the opinion of the Lender puts in jeopardy all or any part of the security created by this Legal Charge

5 2 Section 103 of the Law of Property Act 1925 ("the Act") shall not apply and the statutory power of sale and all other powers under that or any other Act as varied or extended by this Legal Charge shall arise on and be exercisable immediately by this Legal Charge has become enforceable without the restriction contained in the Act as to the giving of notice or otherwise

5 3 Section 93 of the Law of Property Act 1925 dealing with the consolidation of mortgages shall not apply to this Legal Charge

6 Receiver

6 1 At any time after this Legal Charge has become enforceable or if the Borrower so requests in writing the Lender may without further notice to the Borrower appoint by writing under hand or under seal any one or more persons either singly jointly severally or jointly and severally to be a receiver, receiver and manager or administrative receiver (each a "Receiver") of all or any part of the property charged by this Legal Charge and either at the time of appointment or any time thereafter may fix his or their remuneration and except as otherwise required by statute may remove any such Receiver and appoint another or others in his or their place

6 2 Any Receiver shall be the agent of the Borrower who shall be solely responsible for his acts and defaults and the payment of his remuneration

6 3 Any Receiver shall have all the powers conferred by the Law of Property Act 1925 and the Insolvency Act 1986 on mortgagees in possession (but without liability as such) as well as administrative receivers and administrators appointed under those Acts which in the case of joint administrative receivers or joint receivers and managers or administrators may be exercised either jointly or jointly and severally or severally Any reference hereinafter to "Receiver" shall be taken to refer to the appointment of one or more of the above office holders as appropriate In addition but without prejudice to the generality of the foregoing the Receiver shall have power (in the name of the Borrower or otherwise and in such manner and on such terms and conditions as he shall think fit), to

6 3 1 take possession of collect and get in all or any part of the property in respect of

which he is appointed and for that purpose to take any proceedings as he shall think fit

6 3 2 carry on or concur in carrying on the business of the Borrower and to raise money from the Lender or others on the security of any property charged by this Legal Charge

6 3 3 purchase or acquire any land and purchase acquire and grant any interest in or any right over land,

6 3 4 sell or concur in selling let or concur in letting and terminate or accept surrenders of leases or tenancies of any of the property charged by this Legal Charge and to carry any such transactions into effect,

6 3 5 sell assign let or otherwise dispose of or concur in selling, assigning, letting or otherwise disposing of all or any of the debts and any other property in respect of which he is appointed

6 3 6 make any arrangement or compromise between the Borrower and any other person which he may think expedient,

6 3 7 make and effect all repairs improvement and insurances,

6 3 8 purchase materials tools equipment goods and supplies,

6 3 9 employ engage and appoint managers agents and other employees and professional advisers.

6 3 10 do all such other acts and things as may be considered to be incidental or conducive to any other matters or powers aforesaid or to the realisation of the security constituted by this Legal Charge and which he lawfully may or can do

Any monies received by the Lender or any Receiver shall subject to the repayment of any claims having priority to the charges created by this Legal Charge be applied in the following order but without prejudice to the right of the Lender to recover any shortfall from the Borrower

7.1 in the payment of all costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him.

7.2 in the payment of the Receiver's remuneration

7.3 in or towards the satisfaction of the monies obligations and liabilities secured by this Legal Charge in such order as the Lender in its absolute discretion thinks fit

7.4 in payment of the surplus (if any) to the person or persons entitled to it

8 Protection of Third Parties

No person dealing with the Receiver or the Lender shall be concerned to enquire whether any power which he or it is purporting to exercise has become exercisable or whether any monies due under this Legal Charge or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with such Receiver or the Lender. All the protection to purchasers contained in Sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with a Receiver or the Lender

9 Entry into Possession

If the Lender or any Receiver shall enter into possession of the property hereby charged or any part thereof it or he may from time to time and at any time go out of such possession. Neither the Lender nor any Receiver shall in any circumstances (either by reason of any entry into or taking of possession of any such property or for any other reason and whether as mortgagee in possession or on any other basis) be liable to account to the Borrower for anything except its or his actual receipts or be liable to the Borrower for any loss or damage arising from any realisation of the property hereby charged or from any act default or omission in relation thereto

10 Power of Attorney

The Borrower irrevocably appoints the Lender any Receiver and any person nominated by the

Lender jointly and also severally to be the attorney of the Borrower with the power of substitution and in its name and otherwise on its behalf and as its act and deed to sign or execute all deeds instruments and documents

11 Prior Charges

If there is any encumbrance over any of the property charged by this Legal Charge which ranks in priority to this Legal Charge and any proceedings or steps are taken to exercise or enforce any powers or remedies conferred by such prior encumbrance the Lender or any Receiver appointed under this Legal Charge in respect of such property may (but without prejudice to any rights the Receiver may have under Section 43 of the Insolvency Act 1986) redeem such prior encumbrance or procure its transfer to itself and may settle and pass the accounts of any prior mortgagee chargee or encumbrancer. Any account so settled and passed shall be conclusive and binding on the Borrower and all the principal interest costs charges and expenses incidental to such redemption or transfer shall be secured on the property charged by this Legal Charge

12 Further Assurance

The Borrower shall whenever requested by the Lender immediately execute and sign all such deeds and documents and do all such things as the Lender may require at the Borrower's costs over any property or assets specified by the Lender for the purpose of perfecting or more effectively providing security to the Lender for the payment and discharge of the monies obligations and liabilities secured by this Legal Charge

13 Set-off

The Lender may at any time and without notice to the Borrower combine or consolidate all or any of the Borrower's then existing accounts with and liabilities to the Lender and set off and transfer any such sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Borrower to the Lender on any other account or in any other respects. The Lender shall notify the Borrower that such a transfer has been made

14 Costs and Indemnity

14.1 All reasonable and proper costs charges and expenses incurred by the Lender in relation to this Legal Charge or the monies and liabilities hereby secured shall be reimbursed by the Borrower to the Lender on reasonable notice on an indemnity basis

15 Miscellaneous

- 15.1 The Lender may without discharging or in any way affecting the security created by this Legal Charge or any remedy of the Lender grant time or other indulgence or abstain from exercising or enforcing any remedies securities guarantees or other rights which it may now or in the future have from or against the Borrower any may make any arrangement variation or release with any person or persons without prejudice either to this Legal Charge or the liability of the Borrower for the monies obligations and liabilities secured by this Legal Charge
- 15.2 The Lender shall have a full and unfettered right to assign the whole or any part of the benefit of this Legal Charge and the expression 'the Lender' shall include its successors and assigns and the Lender shall be entitled to disclose any information to any actual or prospective assignee successors or participant
- 15.3 The provisions of this Legal Charge shall be severable and if at any time any one or more such provisions is or becomes invalid illegal or unenforceable the validity legality and enforceability of the remaining provisions shall not in any way be impaired
- 15.4 The rights and remedies of the Lender provided by this Legal Charge are cumulative and are not exclusive of any rights powers or remedies provided by law and may be exercised from time to time and as often as the Lender may deem expedient
- 15.5 Any reference in this Legal Charge to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force

16 Notices

Any demand or notice under this Legal Charge may be served personally on the Borrower or may be sent by post or facsimile or may be delivered to the office of the Borrower or his last known place of business. If such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding that it was not in fact delivered or was returned undelivered. If sent by facsimile it shall be deemed to have been received (whether or not actually received) at the time of dispatch

17 Governing Law and Jurisdiction

This Legal Charge shall be governed by and construed in accordance with the laws of England and the Borrower irrevocably submits to the non-exclusive jurisdiction of the English Courts

19 Power to Enter into Mortgage

The Borrower certifies that this Mortgage does not contravene any of the provisions of the documents governing or comprising the constitution or incorporation of the limited liability partnership comprised in the Borrower

Continuation sheet 11 of 11

*Insert sheet number and
total number of
continuation sheets e.g.
sheet 1 of 3*

© Crown copyright (ref LR/HQ/CD-ROM) 6/03