

MR01

Particulars of a charge



Companies House



Go online to file this information
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A fee is be payable with
Please see 'How to pay'

0231021623

☒ **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**
You may not use this for
register a charge where
instrument. Use form M

THURSDAY



SCT 19/04/2018 #95
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.

1 Company details

Company number S C 2 1 0 2 9 9
Company name in full ROBERTRYAN HOMES LIMITED

For official use

→ Filling 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 13 04 2018

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 W.M MANN & CO (INVESTMENTS) LIMITED, with company
number SC47676

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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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".

Please limit the description to the available space.

Brief description

Plot of ground at Sharphill Industrial Estate, Dalry Road, Saltcoats being the whole area of ground registered in the Land Register of Scotland under Title Numbers AYR11177, AYR68764, AYR12110 and AYR24168 under exception of (First) the area conveyed to Cunninghame Housing Association Limited by LAND PARTNERS (SCOTLAND) LIMITED, (Registered Number SC268233) and having its registered office at 9 Coates Crescent, Edinburgh, EH3 7AL currently being registered under Title Number AYR109615, and (Second) the area of ground coloured yellow on the plan annexed and subscribed as

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.

☐ 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 company?

☐ 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.

☒ Yes

☐ 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.

☐

^① This statement may be filed after the registration of the charge (use form 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.

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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 **RHONA NELLANY**

Company name **NELLANY & CO SOLICITORS**

Address **35 CHAPELWELL STREET**

Post town **SALTCOATS**

County/Region

Postcode **K A 2 1 5 E B**

Country **SCOTLAND**

DX **DX 591014 SALTCOATS**

Telephone **01294 464 175**



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 210299

Charge code: SC21 0299 0007

The Registrar of Companies for Scotland hereby certifies that a charge dated 13th April 2018 and created by ROBERTRYAN HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th April 2018.

Given at Companies House, Edinburgh on 24th April 2018




Companies House



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

WE, **ROBERTRYAN HOMES LIMITED**, a company registered under the Companies Acts (Company Number SC210299) and having their Registered Office at 32A Hamilton Street, Saltcoats, North Ayrshire KA21 5DS (hereinafter referred to as "the debtor") IN SECURITY of all sums of money due and that may become due to **W.M. MANN & CO (INVESTMENTS) LIMITED**, a Company registered under the Companies Acts (Registered Number SC47676) and having their Registered Office at Two hundred and One Bath Street, Glasgow, G2 4HY (hereinafter referred to as "the Company") in terms of Proposed Loan Offer letter from the Company dated Seventh February Two Thousand and Eighteen and any agreed variation thereof DO HEREBY GRANT a Standard Security in favour of the Company over **ALL and WHOLE** that plot of ground at Sharphill Industrial Estate, Dalry Road, Saltcoats being the whole area of ground registered in the Land Register of Scotland under Title Numbers AYR11177, AYR68764, AYR12110 and AYR24168 under exception of (First) the area conveyed to Cunninghame Housing Association Limited by LAND PARTNERS (SCOTLAND) LIMITED, incorporated under the Companies Acts (Registered Number SC268233) and having its registered office at 9 Coates Crescent, Edinburgh, EH3 7AL currently being registered under Title Number AYR109615 (Application Number 17AYR05845), and (Second) the area of ground coloured yellow on the plan annexed and subscribed as relative hereto; Together with the parts, privileges and pertinents and the Debtor's whole right, title and interest present and future in and to the subjects hereby secured; The standard conditions specified in Schedule 3 of the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation thereof operative for the time being shall apply; And we agree that the Standard Conditions shall be varied as follows:

- (a) The insurance to be effected in terms of Standard Conditions 5(a) shall provide cover to the extent of the reinstatement value (as to which the Company shall be the sole judge) of the subjects hereby secured and not the market value thereof against loss or damage by fire,

Certified a true copy of the original
Sign 
Name Rhona Nellany
Date 18/4/18

NELLANY & CO SOLICITORS
DX 591014 SALTCOATS

explosion, storm, tempest, terrorism, aircraft and articles dropped from air craft and against two years loss of rent with insurers or underwriters of repute and also against such other risks as the Company may reasonably require.

(b) All policies of insurance effected by the debtor in respect of the subjects hereby secured against fire and other risk shall be made available to the company for the purpose of endorsement of the interest of the Company and shall in other respects be deemed for the purpose hereof to have been effected under Standard Condition 5(a).

(c) The Company shall have full power to settle and adjust with the insurers all question with respect to the amount or the monies payable under the Policy and with respect to the liability of the insurers.

(d) Any monies received on any insurance of the subjects hereby secured whether effected by the debtor or by the Company in terms of Standard Condition 7(1) shall be applied at the option of the Company either in or towards making good the loss or damage in respect of which the monies are received or in or towards the payment of the sums of money due under the said Personal Bond.

(e) Nothing shall be done on the subjects hereby secured which may prejudicially affect the insurance or which may increase the premium payable for any such insurance without the express consent of the Company in writing.

(f) The debtor shall not at any time while this Security shall remain undischarged do any of the following without the prior consent in writing of the Company which consent, if granted, may be granted subject to such conditions as the Company may in its entire discretion see fit to impose:

(i) create or agree to create or purport to create any subsequent security over the subjects hereby secured.

(ii) sell or offer to sell or agree to sell or convey or dispose (otherwise than by mortis causa deed any interest in the subjects hereby secured.

(iii) make any alterations in the use of the subjects hereby secured.

(g) the debtor shall keep the Company indemnified from and against all actions, proceedings, claims, expenses and damages occasioned by any breach of any undertaking, obligation or stipulation or the non-payment of any outgoings. All expenses and outlays incurred by the Company or any of its officers, solicitors, surveyors or agents in connection with the enforcement of the rights of the company hereunder or the collection of any sums of money due hereunder or under the said Bond shall be payable by the debtor to the Company on an agent and client basis on demand and until such time shall be part of the monies hereby secured.

(h) The debtor hereby assigns to the Company all claims and rights competent or that may become competent to him to payments of compensation under any statute or by reason of any compulsory acquisition, requisition, variation or discharge of land conditions or other exercise or statutory powers or rights of fulfilment of statutory obligations or by reason of any refusal, withdrawal or notification of planning permission or any control or limitation imposed upon or effecting the use of the subjects hereby secured.

(i) The Company may at any time assign these presents to any person and any such assignee or subsequent assignee who shall have the benefit of all the provisions herein contained and may at any time thereafter exercise all rights and remedies of the Company hereunder.

(j) All words and expressions which are incorporated in this variation and which are defined in the said Act or in the said Schedule shall be deemed to be so defined for the purposes of these presents.

And we grant warrantice: IN WITNESS WHEREOF these presents are executed as follows:-

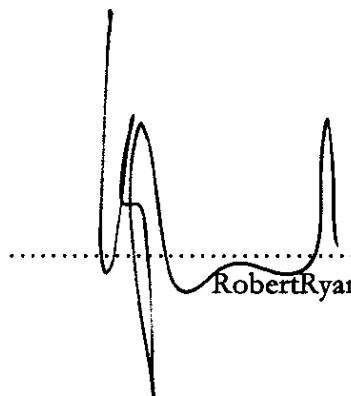
Place.....Saltcoats.....

Date.....30/3/18.....

Witness..........

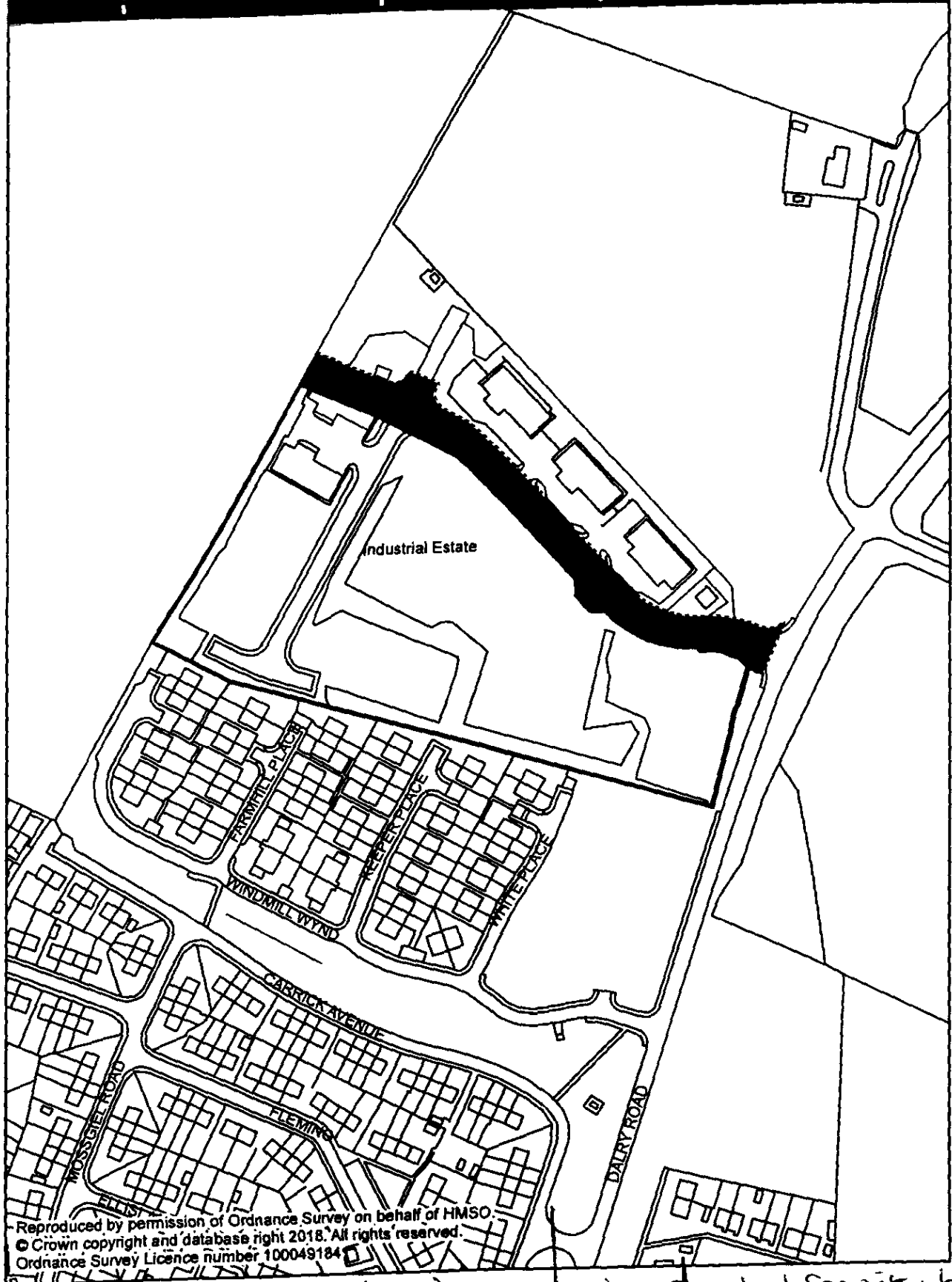
Full
Name.....MICHAEL NELLAMY.....

Address.....35 CHAPELWELL STREET,
SALTCOATS


RobertRyan Homes Limited

Millar Bryce

Ground at Sharphill, Saltcoats



This is the plan referred to in the foregoing Standard Security by
Robert Ryan Homes Limited in favour of W.M. Monn & Co (Investments)
Limited dated 30th March 2018 X