



Registration of a Charge

Company name: **ROBERTRYAN HOMES LIMITED**

Company number: **SC210299**



X750ZASR

Received for Electronic Filing: **01/05/2018**

Details of Charge

Date of creation: **12/04/2018**

Charge code: **SC21 0299 0008**

Persons entitled: **W.M. MANN & CO (INVESTMENTS) LIMITED**

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, AYR2110 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 RELATIVE TO THE STANDARD SECURITY.**

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: **RHONA NELLANY, SOLICITOR & NOTARY PUBLIC**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 210299

Charge code: SC21 0299 0008

The Registrar of Companies for Scotland hereby certifies that a charge dated 12th April 2018 and created by ROBERTRYAN HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st May 2018 .

Given at Companies House, Edinburgh on 2nd May 2018

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

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,

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... 20/3/18

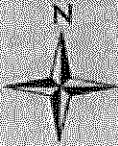
Witness... [Signature]

Full

Name... Rhona Nellony

Address... 35 Chapelwell Street, Saltcoats

[Signature]
RobertRyan Homes Limited



Reference: PZ182921/JL

Version: 6.0

Date: March 2018

Co-ordinates at Centre:

Easting: 225,301

Northing: 643,343

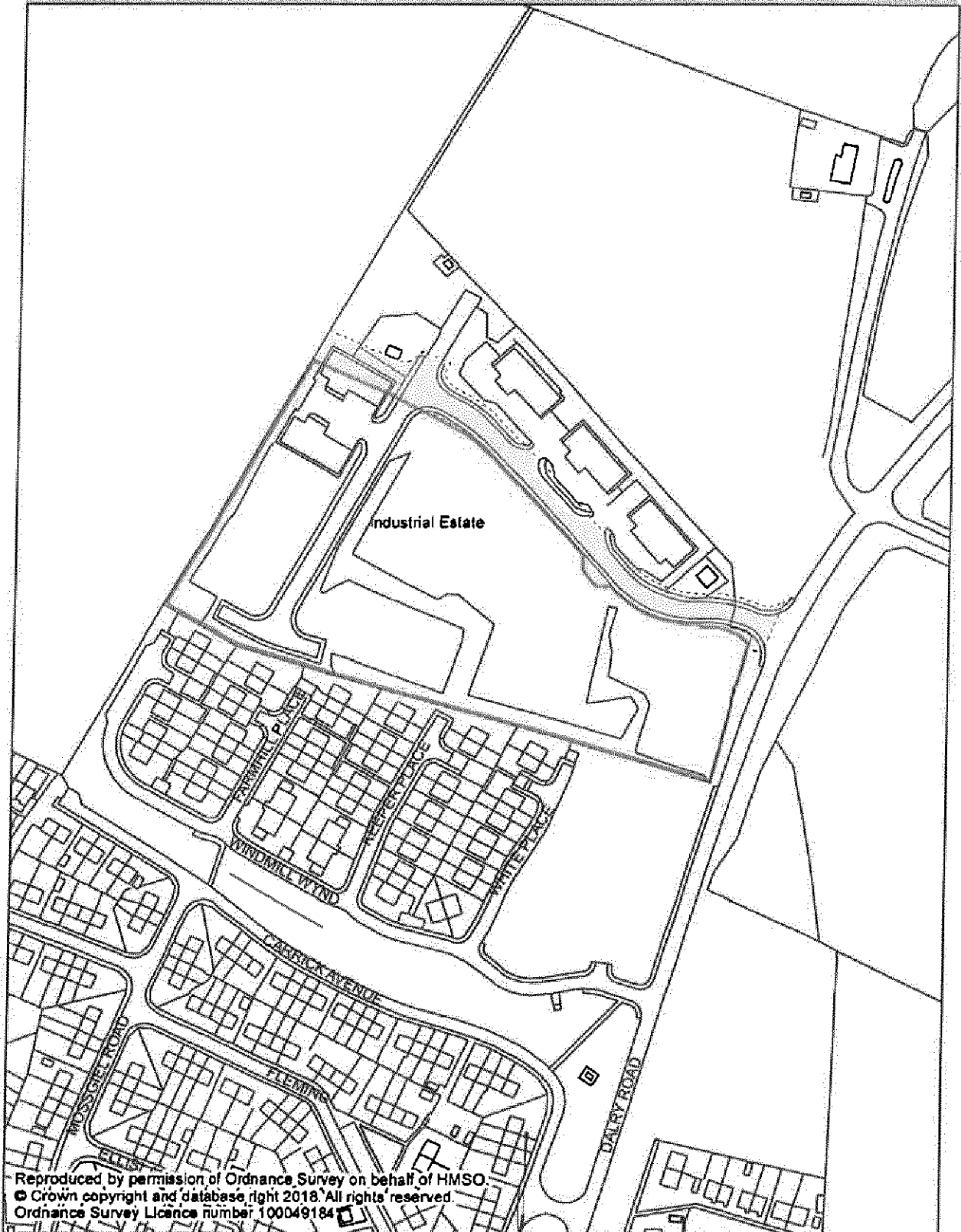
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Paper Size:

A4

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This is the schedule referred to in the
foregoing Standard Security by Robert Lepin
Homes Limited in favour of W.M. Mann
& Co (Investments) Limited.