

MR01

Particulars of a charge



Companies House



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A fee is payable with
Please see 'How to pay' on

THURSDAY



JA89LVE0

JNI

08/07/2021

#14

COMPANIES HOUSE

☒ **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 the
instrument. Use form MR08.

COMPANIES HOUSE
FEE PAID
BELFAST

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 NI1069300

Company name in full TAKE IT EASY HOMES 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 d 18 m 06 y 2021

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 BAYSWATER HOMES LIMITED

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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4

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.

Brief description

SITE 43 BROOMMOUNT VILLAGE, COUNTY
TYRONE, BEING A PART OF FOLIO 13031
COUNTY TYRONE.

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.

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

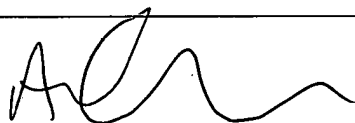
Signature

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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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 | NICK O'DOWD |
| Company name | MMP SOUTH |
| Address | |
| Post town | |
| County/Region | |
| Postcode | |
| Country | |
| DX | 3108 NR DERBY 2 |
| Telephone | 02871 264415 |



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

Dated the 18th day of June 2021

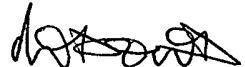
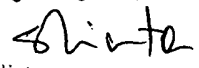
TAKE IT EASY HOMES LIMITED

-to

BAYSWATER HOMES LIMITED

DEED OF CHARGE

Certified a true copy
of the original
This 27th day of July 2021
MMP Solicitors
12 Clarendon Street
Derry

Nicholas O'Dowd LL.B
MacDermott, McGurk & Partners
Solicitors
12 Clarendon Street
Derry City BT48 7ET
Tel: 028 7126 4415

LAND REGISTRY

FOLIO: 13031

COUNTY: TYRONE

REGISTERED OWNER: TAKE IT EASY HOMES LIMITED

THIS INDENTURE made the 18th day of June 2021
BETWEEN: TAKE IT EASY HOMES LIMITED a Company Incorporated in Northern Ireland having its registered office at 101 Spencer Road, Londonderry BT47 6AE (Registered Number NI069300) (Hereinafter called "the Company") of the one Part and **BAYSWATER HOMES LIMITED** of No.5, 5 Bewley Street, London, England, SW19 1XF (hereinafter called "the Lender") of the other Part.

WHEREAS:

(a) The Company has already been granted or may hereafter be granted accommodation from time to time by the Lender and/or is now or may hereafter become indebted to the Lender by other means.

(b) The Company is the Registered Owner of the lands described in the Schedule hereto.

(c) It has been agreed between the parties hereto that in consideration of £30,000.00 together with interest (hereinafter called "the Principal Sum") the land described in the Schedule hereto (hereinafter called "the Charged Premises") shall be secured in the manner and upon the terms hereinafter appearing.

NOW THIS INDENTURE made in pursuance of the said agreement and in consideration of the premises **WITNESSETH** and it is hereby **AGREED AND DECLARED** by and between the parties hereto as follows:

1. The Company shall on demand pay to the Lender the Principal Sum.
2. The demand herein referred to shall mean a demand for payment of the monies hereby secured made by the Lender or on behalf of the Lender by any Law Agent or Solicitor, Secretary, Agent, Manager or other Officer of the Lender upon the Company by notice in writing, and such demand may be made when or at any time after the Lender becomes entitled to call for payment of the monies. Such demand shall be deemed to be made when such notice is delivered or sent by pre-paid post to the Company at the last known address of the Company and, if posted by pre-paid post, such demand shall be deemed to be made at the time at which it would have been delivered in the ordinary course of post.
3. The Company being the registered owner of the Charged Premises hereby as Beneficial Owner charges the said Charged Premises in favour of the Lender with payment of the Principal Sum and hereby assents to the registration of the charge as a burden on the Charged Premises.
4. **PROVIDED ALWAYS** that if the Company shall pay to the Lender the Principal Sum owing by the Company to the Lender pursuant to the covenant hereinbefore contained (whether the same shall then be immediately payable or not) then the

Lender will at any time thereafter upon the request and at the cost of the Company surrender, discharge and release the Charged Premises unto the Company or as the Company shall direct.

5. The Lender shall have the power of sale and all other powers conferred by the Conveyancing and Law of Property Act, 1881 (hereinafter called "the Act") upon Mortgagees with and subject to the following modifications:-
 - a) the monies hereby secured shall be deemed to have become due within the meaning of the Act and Section 4 of the Conveyancing and Law of Property Act 1911 and for all the purposes thereof when a demand for payment of any part thereof shall have been made in manner aforesaid; and
 - b) the said power of sale shall be exercisable without the restrictions on its exercise imposed by Section 20 of the Act; and
 - c) the power to appoint a receiver of rents and profits of the Charged Premises shall be exercisable without the restrictions on its exercise imposed by Section 24 of the Act.
6. These presents shall not operate as a merger of defeasance of any prior charge or estate, legal or equitable, lien, guarantee or security of the Lender upon or in the Charged Premises or any part thereof.
7. (a) So long as any monies shall remain due or owing on the security hereof the Company shall keep the buildings for the time being comprised in the Charged Premises in good and substantial repair and will keep the same insured against loss or damage by fire, aircraft, explosion, flood or other usual risks in the full value thereof and in the joint names of the Company and the Lender in some Insurance office to be approved by the Lender and will duly pay all premiums and other sums of money payable in respect of all such insurances and will if required produce to the Lender the policy or policies of such Insurance and the receipt for every such payment within 14 days of the same becoming due and if the Company shall fail to perform any of the obligations under this Clause the Lender may thereupon repair or insure the said buildings or any of them as it may deem fit and the Company shall on demand repay to the Lender any sum of monies expended by it for such purpose with interest at the appropriate rate as if such monies had been advanced by the Lender to the Company by way of overdraft from the time of the same having been expended and until such payment the sum shall be charged on the Charged Premises and the receipt of the Lender for any monies which may become payable under or by virtue of such policy of insurance shall effectually discharge the Insurance Company and all persons paying such monies from same.

(b) So long as any monies shall remain due and owing on the security hereof, the Company shall observe and perform any restrictive covenants affecting the Charged Premises and the covenants and provisions binding upon the Company under the lease or leases under which the Charged Premises are held and duly and punctually pay all rates, taxes, rents, rent charges, outgoings and impositions payable in respect of the Charged Premises and keep the Lender indemnified against the same.
8. The Lender may at any time hereafter without any further consent on the part of

the Company enter into possession or into the receipt of the rents and profits of the Charged Premises or put and keep every building comprised in the Charged Premises in good and tenantable repair and condition without becoming liable as mortgagee in possession and may whether the Lender shall or shall not have entered into such possession or receipt of the rents and profits appoint at the sole risk and costs of the Company a person to collect and receive such rents and profits for the use and benefit of the Lender at such commission as the Lender shall think fit and any such person shall have power in the name of the Company to give notice to quit and bring and take actions or proceedings for ejectment or recovery of possession of the Charged Premises on the expiration or determination or forfeiture of any tenancy or otherwise and to let or re-let the Charged Premises from time to time to such person or persons as he shall think fit for such term of years as he thinks right or on yearly, monthly or weekly tenancies at the best rents which may be reasonably obtainable, and so that the statutory provisions respecting the appointment of receivers over property in mortgage and the powers and duties of such receivers or otherwise in relation thereto shall apply to this security except so far as the same are hereby extended or varied and subject to the provisions herein contained AND also may absolutely sell or dispose of the Charged Premises at such time and in such manner and subject to such conditions as the Lender in its discretion may deem expedient and may buy in or rescind or vary any contract for sale and re-sell.

AND that any such person appointed as aforesaid to collect and receive such rents and profits shall out of the monies received by him in addition to the payments authorised by statute in that behalf repay the monies hereby secured and all other monies for the time being owing under this security to the Lender and pay any surplus to the Company.

PROVIDED ALWAYS that the Lender shall not exercise the power of entering into possession or receipt of rents and profits or of appointing a receiver or of sale hereinbefore contained unless and until default in payment on demand shall have been made in respect of the monies hereby secured or default shall have been made in the observance or performance of the covenants herein contained or any of them (other than the covenant for payment of the principal monies and interest) or in case the Company shall during the continuance of this security become a Bankrupt or have compounded with creditors or have executed a Deed of Assignment for creditors or (being a company) shall have gone into liquidation whether compulsory or voluntarily or have left Northern Ireland in debt or upon the death of the Company or if any building on the Charged Premises shall be pulled down, removed or injured so as to materially depreciate the value of the security or if the Company shall have assigned, let or parted with possession of the Charged Premises without the written consent of the Lender but no entry into possession receipt of rents and profits appointment of a receiver or sale which may be made in the exercise or intended exercise of any of the powers aforesaid shall be impeachable by reason of any breach of the provisions lastly hereinbefore contained or any irregularity or impropriety and no Purchaser from or other person dealing with the Lender shall be concerned to enquire whether the security is subsisting or into the right of the Lender to exercise any of the powers hereby or by law vested in the Lender.

9. The Company at all times during the continuance of the security:-

- a) shall and will use the Charged Premises only for the purpose or purposes for the time being authorised as the permitted use or user thereof under or by virtue of the Planning Orders (as hereinafter defined);
- b) shall and will not carry out any development within the meaning of the Planning Orders in or upon the Charged Premises or a part thereof without first obtaining such permission as may be required under or by virtue of the Planning Orders;
- c) shall comply with, and to the extent that it is within the power of the Company to do so, procure compliance with all Environmental Law affecting the Charged Premises and notify the Lender forthwith in writing of any breach or alleged breach or of the receipt of any notice or other communication in respect of any breach or alleged breach of any Environmental Law affecting the Charged Premises or any investigation or order commenced or made in relation to any such breach or alleged breach and forthwith take all steps necessary to remedy any infringement of any Environmental Law affecting the Charged Premises. For the purpose of this Clause "Environmental Law" means the Alkali etc Works Regulation Act 1906 (as amended), the Clean Air Order (Northern Ireland) 1981, the Industrial Pollution Control (Northern Ireland) Order 1997, the Waste and Contaminated Land (Northern Ireland) Order 1997, the Water Act (Northern Ireland) 1972, the Water and Sewerage Services (Northern Ireland) Order 1973 (as amended), the Water (Northern Ireland) Order 1999 and any other legislation for the time being in force relating to the pollution or protection of environment and public health;
- d) shall and will within seven days after the receipt of any notice or proposal for a notice or order or proposal for an order given issued or made to the Company by a Planning Authority under or by virtue of the Planning Orders in respect of the Charged Premises give full particulars thereof to the Lender and if so required by the Lender produce the same to the Lender and also without delay will take all reasonable or necessary steps to comply with such notice or order and also will at the request of the Lender make or join with the Lender in making such applications or representations against or in respect of any proposal for such notice or order as the Lender may deem expedient.
- e) shall and will in the event of a notice being served affecting the Charged Premises or any part thereof or in the event of any proceedings being commenced affecting the same in a matter of material importance immediately give full particulars thereof to the Lender;
- f) shall and will not create a second or subsequent Charge of the Charged Premises without the prior consent in writing of the Lender;
- g) shall and will not assign or transfer or part with his nominal reversion in any lease or leases under which the Charged Premises is held;
- h) shall and will forthwith lodge the documents of title to the enlarged interest in the Charged Premises with the Lender and agree that such enlarged interest shall be subject to this security; and
- i) in the event of the Charged Premises or any part thereof being destroyed or damaged by any circumstances giving rise to a claim for compensation, forthwith to institute a claim under the Criminal Damage (Compensation) (Northern Ireland) Order 1977, serve a copy of the documentation of the claim on the Lender and take all steps required to obtain payment of the maximum

compensation payable under the said Order and either apply all compensation paid thereunder in rebuilding and reinstating the Charged Premises making good any deficiency out of the Chargenant's own monies or if the Lender so requires assign its rights under any claim and any monies payable thereunder and pay any such deficiency whereupon the Company's liability to make good and reinstate the Charged Premises so damaged under any covenant in this Deed shall be deemed satisfied.

10. The Company so far as he has power to do so as Beneficial Owner hereby assigns unto the Lender the benefit of:-
 - a) any covenant agreement or undertaking for road making or for the payment of road charges or drainage expenses or the like in respect of the Charged Premises and any indemnity against payment of such charges or expenses;
 - b) any other covenant agreement undertaking charge right remedy or indemnity in relation to the charged Premises and any rent payable thereout or charge thereon;
 - c) all rights of the Company to be paid or receive compensation under any Statute by reason of any compulsory acquisition or other exercise of compulsory powers in relation to the Charged Premises or any refusal withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the Charged Premises and so that the production of these presents to the authority or person liable to pay such compensation shall be a sufficient authority to it or him to pay all such monies to the Lender.
11. No lease made by the Company of the Charged Premises or any part thereof during the continuance of this security shall have effect by force or virtue of Section 18 of the Act unless the Lender shall consent thereto in writing and the restriction on the right of consolidating mortgage securities which is contained in Section 17 of the Act shall not apply to this security.
12. Unless otherwise agreed in writing between the parties the Lender shall not be required to make or continue advances or grant any other accommodation to the Company on the account or accounts or by way of general Lending facilities otherwise than at the Lender's discretion. The Lender will always be at liberty to stop making any advances and granting any other accommodation at any time without previous notice and without assigning any reason.
13. The waiver by the Lender of any breach of any term of this Deed of Charge shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.
14. In these presents, where the context so admits, the expression "the Company" and "the Lender" shall include the persons for the time being deriving title under them respectively; where the expression "the Company" refers to two or more persons, these presents shall be construed as if it were in the plural mutates mutandis and the covenants and agreements on the part of the Company shall have effect as if they were joint and several covenants and agreements by such persons; "Charged Premises" means all or any portion of the Charged Premises; words importing the masculine gender shall include the feminine and neuter genders; and the

expression "Planning Orders" shall mean the Planning (Northern Ireland) Orders 1972, 1978 and 1991 and the Planning (Amendments) (NI) Order 1982 or any enactments amending or extending the same and all Regulations made or taking effect as if made thereunder as from time to time amended by subsequent legislation and regulations.

15. The address of the Lender in Northern Ireland for the service of notices and his description is c/o Redgate House, Woodbridge Hill, Londonderry, BT47 2EE

IN WITNESS whereof the Company has executed and delivered this Charge as a Deed the day and year first herein **WRITTEN**.

SCHEDULE

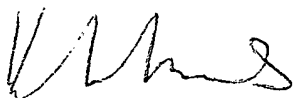
ALL THAT AND THOSE site 43 Brookmount Village, Omagh, County Tyrone being part of the land comprised in Folio 13031 of the Register County Tyrone as shown edged in red on the map attached hereto.

Executed and Delivered as a Deed
by **TAKE IT EASY HOMES LIMITED**






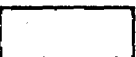
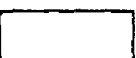
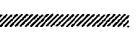


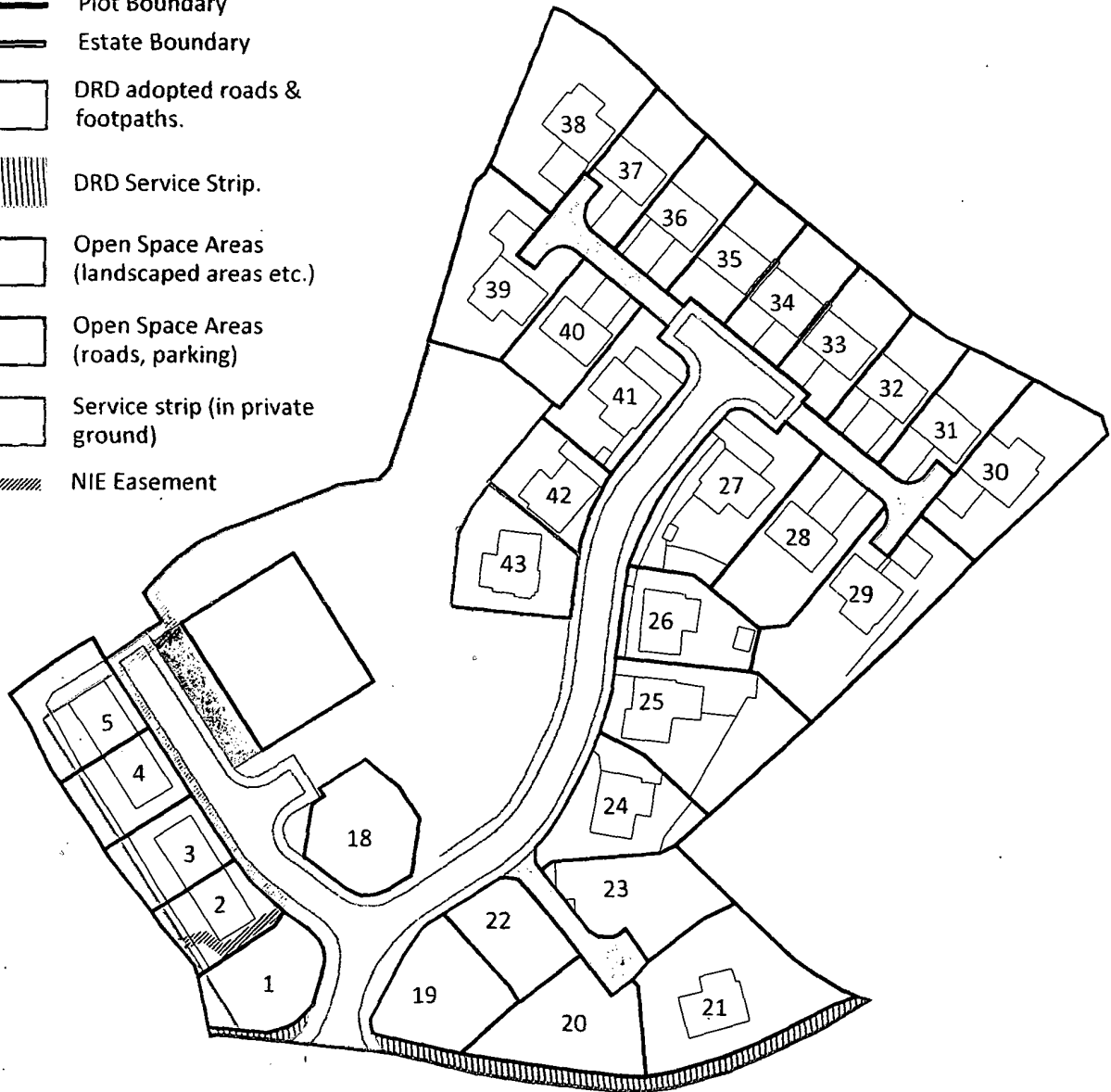
acting by Brian McCormick (Director)



In the presence of:-


SOLICITOR
1 LIMAVADY ROAD
LONDONDERRY BT47 6JU

Legend

-  Plot Boundary
-  Estate Boundary
-  DRD adopted roads & footpaths.
-  DRD Service Strip.
-  Open Space Areas (landscaped areas etc.)
-  Open Space Areas (roads, parking)
-  Service strip (in private ground)
-  NIE Easement



-  Phase 2 Plot Boundary
-  Plot Boundary

Map referred to

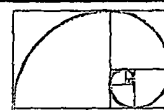
Scale:- 1:1250

Date-19th May 2021

Transfer map for Plot 43

(or thereabouts)

CROWN COPYRIGHT RESERVE



**COLLINS
DESIGN**

ARCHITECTURE :: SURVEYING

7 Dublin Road
Omagh
Co. Tyrone
Northern Ireland
BT78 1ES
Tel. 028 82249229
Email: info@collinsdesignni.co.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI69300

Charge code: NI06 930 0 0013

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 18th June 2021 and created by TAKE IT EASY HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th July 2021 .

Given at Companies House, Belfast on 14th July 2021



Companies House



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