



Registration of a Charge

Company Name: **EVANTYR PROPERTIES LIMITED**

Company Number: **05686981**



Received for filing in Electronic Format on the: **14/07/2023**

XC7PWIV5

Details of Charge

Date of creation: **13/07/2023**

Charge code: **0568 6981 0019**

Persons entitled: **QUEENSBERRY PROPERTIES LIMITED (COMPANY NUMBER SC296464)**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS PLOT 36 OF THE GRANTER'S DEVELOPMENT AT CASTLEMAINS, DIRLETON SHOWN OUTLINED IN RED AND MARKED "PLOT 36" ON THE DEVELOPMENT PLAN APPROVED BY THE KEEPER FOR THE DEVELOPMENT REGISTERED UNDER TITLE NUMBER ELN25533**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SOPHIA ROSE MUNRO**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5686981

Charge code: 0568 6981 0019

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th July 2023 and created by EVANTYR PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th July 2023 .

Given at Companies House, Cardiff on 17th July 2023

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**

Burness Paul

Certified a true copy

Edinburgh 12/07/2023


for and on behalf of Burness Paul LLP

OVERAGE STANDARD SECURITY

by

EVANTYR PROPERTIES LIMITED

in favour of

QUEENSBERRY PROPERTIES LIMITED

Subjects at Castlemains, Dirleton

We, **EVANTYR PROPERTIES LIMITED**, a company incorporated in England under the Companies Acts (Registered Number 05686981) and having our Registered Office at 1 Queens Parade, Brownlow Road, London, N11 2DN (the "**Grantor**") HEREBY in security of payment by the Grantor to **QUEENSBERRY PROPERTIES LIMITED**, a company incorporated in Scotland under the Companies Acts (Registered Number SC296464) and having its Registered Office at 16 Walker Street, Edinburgh EH3 7LP (the "**Grantee**") of the Overage (as defined in clause 1.1 of the Missives (as hereinafter defined)) in accordance with the terms of Clause 7 of the Missives between the Grantee and Grantor in relation to inter alia the Security Subjects (as defined below), constituted said missives by formal letters exchanged between Burness Paull LLP on behalf of the Grantee and Ennova Law on behalf of the Grantor dated 31 March 2022, as subsequently varied and amended (the "**Missives**"); DO HEREBY grant a first ranking Standard Security in favour of the Grantee over ALL and WHOLE the subjects known as Plot 36 of the Grantee's development at Castlemains, Dirleton, shown outlined in red and marked "Plot 36" on the development plan approved by the Keeper of the Registers of Scotland for the development registered under Title Number ELN25533 on 11 January 2023 and forming part and portion of ALL and WHOLE subjects at Castlemains, Dirleton registered in the Land Register of Scotland under Title Number ELN25533 (the "**Security Subjects**"); Together with by way of inclusion and not exception the whole parts, privileges and pertinents thereof and the Grantor's whole respective right, title and interest present and future in and to the Security Subjects; The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being shall apply under declaration that the said Standard Conditions shall be varied to the effect specified in the Schedule of Variations of Standard Conditions annexed and executed as relative hereto;

And we grant warrantice; And the Grantor consents to registration: IN WITNESS WHEREOF these presents consisting of this page and the preceding page together with the schedule annexed hereto are executed as follows:

SUBSCRIBED for and on behalf of the said EVANTYR PROPERTIES LIMITED

at EDINBURGH

on 11 JULY 2025

by

NATHAN TEEDE, DIRECTOR

Print Full name

Director

before this witness:

KATH MARTIN DUNLOP

Print Full Name

Witness

Address:

[REDACTED]

This is the Schedule referred to in the foregoing standard security by Evantyr Properties Limited in favour of Queensberry Properties Limited in relation to subjects at Castlemains, Dirleton

SCHEDULE

- 1 Standard Conditions 1, 2(b), 2(c), 4, 5 and 6 shall be delete and shall not apply.
- 2 Condition 7 of the Standard Conditions shall apply as if references to "the standard conditions" therein are references to the Standard Conditions as varied hereby.
- 3 Condition 12 of the Standard Conditions is amended by the deletion of the words "*the whole expenses of the preparation and execution of the standard security and any variation, restriction and discharge thereof and, where any of those deeds are recorded, the recording thereof, and*" and "*and exercising any other powers conferred upon him by the security*".
- 4 The Grantor shall be entitled at any time during the continuance of the Standard Security to create a security or charge over the Security Subjects ranking subsequent to the Standard Security without any requirement to obtain the consent of the Grantee.
- 5 The Grantor shall at any time during the continuance of the Standard Security be entitled to grant deeds of conditions or other real rights, servitudes and wayleaves in respect of the Security Subjects and that without any requirement to obtain the consent of the Grantee, but provided always that where both areas are to benefit or are to be burdened there shall be uniformity in treatment of units between those units located or to be located on the Security Subjects and those units located or to be located on adjacent subjects owned by the Grantor.
- 6 The Grantor shall be entitled at any time during the continuance of the Standard Security to enter into any agreements with the local planning, roads, or any other relevant authority which are intended to create real burdens in relation to the title of the Security Subjects and which are required to facilitate, or as a precondition to the grant of any of the consents required for, development of the Security Subjects without any requirement to obtain the consent of the Grantee.
- 7 Each of the provisions of the Standard Security is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 8 Words and expressions used in this Schedule shall unless the context otherwise requires have the same meanings as words and expressions in Schedule 3 of the Conveyancing and Feudal Reform (Scotland) Act 1970.
- 9 The headings in this Schedule are for guidance only and shall not affect the interpretation of the provisions hereof.

 Director