



Registration of a Charge

Company Name: **CALA MANAGEMENT LIMITED**

Company Number: **SC013655**



Received for filing in Electronic Format on the: **09/05/2023**

XC35OIYI

Details of Charge

Date of creation: **05/05/2023**

Charge code: **SC01 3655 0538**

Persons entitled: **GEORGE BALLANTYNE & OTHERS AS PARTNERS OF AND TRUSTEES
OF THE FIRM OF WADDELL OF CORNHILLS**

Brief description: **FIVE AREAS OF GROUND AT STRATHAVEN ROAD, HAMILTON**

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 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: **JILL BROCKLEHURST**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13655

Charge code: SC01 3655 0538

The Registrar of Companies for Scotland hereby certifies that a charge dated 5th May 2023 and created by CALA MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th May 2023 .

Given at Companies House, Edinburgh on 10th May 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 TRUE COPY

RJL LWA

Solicitor & Notary Public

CALA MANAGEMENT LIMITED

in favour of

GEORGE BALLANTYNE AND OTHERS

STANDARD SECURITY

Land at Strathaven Road, Hamilton

WE, **CALA MANAGEMENT LIMITED**, a company incorporated under the Companies Acts with registered number SC013655 and having its registered office at Adam House, 5 Mid Cultins, Edinburgh, EH11 4DU (the “**Debtor**”) HEREBY IN SECURITY of the obligation to pay the sum of SEVEN MILLION EIGHT HUNDRED AND EIGHTY THOUSAND TWO HUNDRED AND FIFTY POUNDS STERLING (£7,880,250) representing the balance of the CALA Price (as defined in the Missives aftermentioned) and any interest and expenses which may become due thereon in terms of the missives entered into between the Debtor and (a) George Ballantyne, residing at South Quarter Farm, Hamilton, ML3 7XQ; (b) James Alastair Brownlie and Mrs Ann Chalmers Brownlie, residing together at Grangehall, Marykirk, by Laurencekirk and Lorna Jean Brownlie or Naismith, residing at Balmaleddie House, Grangehall, Marykirk as partners of and trustees for the firm of J Alistair Brownlie, having a place of business at Grangehall, Marykirk, aforesaid; and (c) James Alexander Waddell and Mrs Isobel Janet Waddell, residing together at Cornhills Farm, Muttonhole Road, Hamilton, ML3 8RX; Thomas Alexander Waddell, residing at Devonhill Farm, Hamilton, ML3 8RL and John Brown Waddell, residing at Windyhills, Cornhills Farm, Muttonhole Road, Hamilton the current partners of and trustees of the firm of Waddell of Cornhills by virtue of Minute of Agreement of Co-Partnership dated the Twenty ninth of September Nineteen hundred and eighty seven and Supplementary Contract of Partnership dated the Fifteenth of November Two thousand and seventeen (together the “**Creditor**”) constituted said missives by formal letters exchanged between Dentons UK and Middle East LLP on behalf of the Creditor and Burness Paull LLP on behalf of *inter alia* the Debtor dated 16 September 2022 as amended by formal letters exchanged between Thorntons Law LLP on behalf of the Creditor and Burness Paull LLP on behalf of *inter alia* the Debtor dated 28 April 2023 (the “**Missives**”) GRANT a first ranking Standard Security in favour of the Creditor over ALL and WHOLE those five areas of ground at Strathaven Road, Hamilton within the areas delineated in mauve on the plan annexed and executed as relative hereto shown (First) cross hatched green, (Second) cross hatched purple and (Third) cross hatched light blue on the said plan which areas form part and portion of ALL and WHOLE (FIRST) ALL and WHOLE the subjects registered in the Land Register of Scotland under title number LAN201994; (SECOND) ALL and WHOLE Chapel Field Farm, Hamilton being the subjects (Primo) described in, disposed by and shown outlined red on the plan annexed as relative to the Disposition by the Commissioner for the Hamilton Trustees in the sense of the “Hamilton Estates Act 1918” acting under the Trust Disposition and Settlement granted by the Most Noble William Alexander Louis Stephen, Duke of Hamilton, Brandon and Chatelherault, Knight of the Thistle and relative Codicils thereto in favour of Abram Torrance Brownlie dated 30 November and recorded in the Division of the General Register of Sasines applicable to the County of Lanark on 5 December 1922; (Secundo) described in, disposed by and shown shaded blue on the plan annexed to the Disposition by British Railways Board in favour of James Brownlie dated 1 March 1963 and recorded in the said Division of the General Register of Sasines on 14 March 1963; and (Tertio) described in, disposed by and shown outlined red on the plan annexed to the Disposition by Hamilton and Kinneil Estates Limited in favour of James Brownlie dated 27 October 1975 and recorded in the said Division of the General Register of Sasines on 3 November 1975; and (THIRD) ALL and WHOLE the subjects registered in the Land Register of Scotland under title number LAN37966 (the said area of ground being hereinafter referred to as the “**Security Subjects**”); Together with the whole parts, privileges and pertinents thereof and the Debtor’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 (the “**Act**”) and any lawful variations 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 the Debtor grants warrantice: IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the schedule and plan annexed hereto are executed as follows:

SUBSCRIBED for and on behalf of the said CALA MANAGEMENT LIMITED

at Glasgow

on 20 APRIL 2023

by

MORAY STEWART

Print Full name

~~before this witness:~~

Mr BILLY LAM


Authorised Signatory, DIRECTOR OF CALA HOMES
(WEST) LIMITED, AUTHORIZED FOR CALA MANAGEMENT
LIMITED

Authorised Signatory, DIRECTOR OF CALA HOMES
(WEST) LIMITED, AUTHORIZED FOR CALA MANAGEMENT
LIMITED

This is the Schedule of Variations of Standard Conditions referred to in the foregoing Standard Security granted by CALA Management Limited in favour of George Ballantyne and others in relation to ground at Strathaven Road, Hamilton.

SCHEDULE

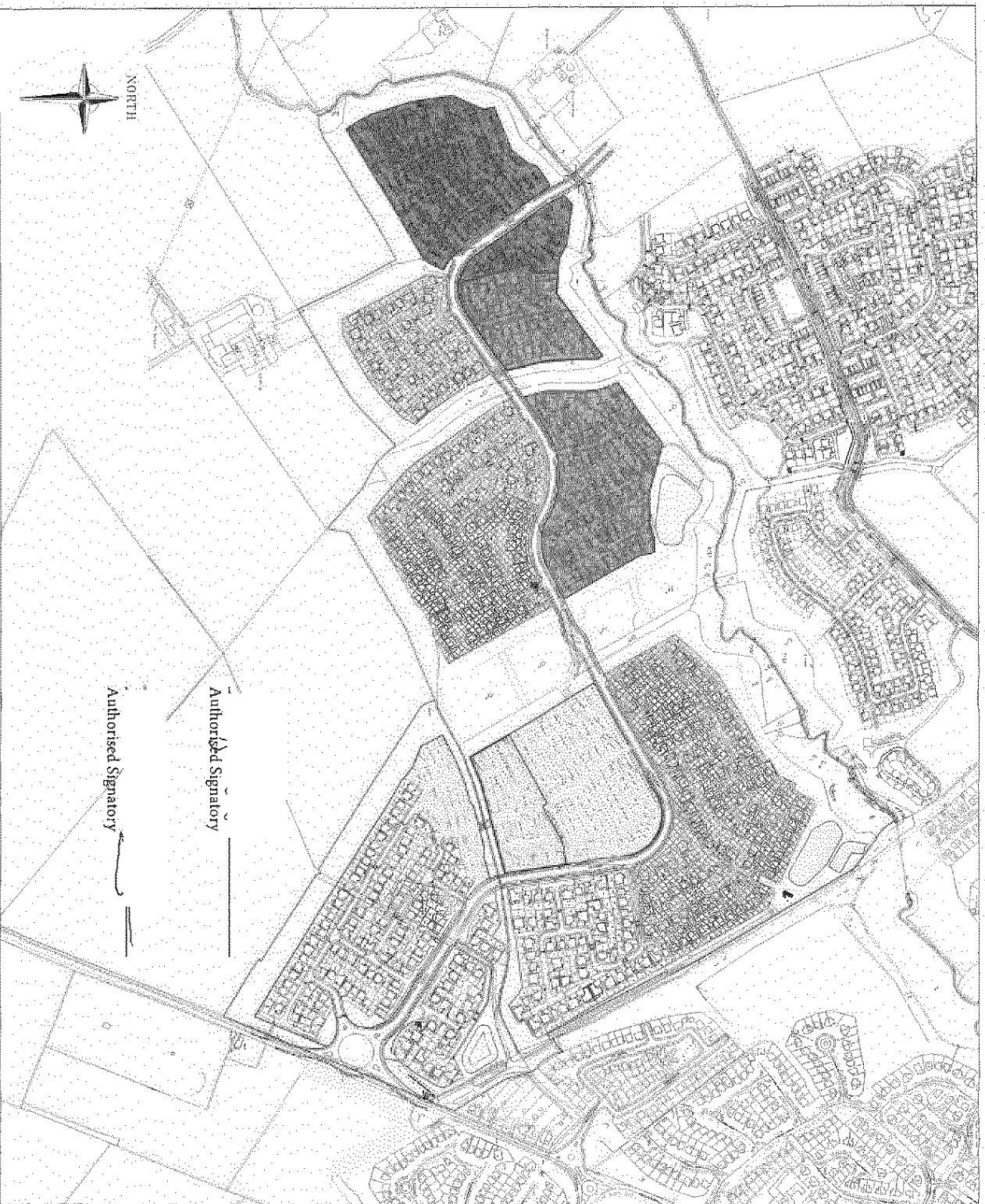
- 1 Standard Conditions 1, 2, 3, 4, 5 and 6 shall be delete and shall not apply.
- 2 Condition 7 of the Standard Conditions shall apply as if references to "the standard conditions" therein are references to the Standard Conditions as varied hereby.
- 3 Condition 12 of the Standard Conditions is amended by the deletion of the words "for 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 exercising any other powers conferred upon him by the security".
- 4 The Debtor must not at any time during the continuance of the foregoing Standard Security create or agree to create a subsequent security over the Security Subjects (or any part(s) of them) without the prior written consent of the Creditor.
- 5 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.
- 6 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.
- 7 The headings in this Schedule are for guidance only and shall not affect the interpretation of the provisions hereof.



Authorised Signatory

Authorised Signatory

This is the Plan referred to in the foregoing standard security by CALA Management Limited in favour of George Ballantyne and Others.



Authorised Signatory _____

Authorised Signatory _____

Project Name		Project No.	Drawn By	Checked By
Barbatt West Scotland / CALA Homes West Residential Development Hamilton CoA		2007/307900_1.1		
Project Manager		Project Engineer	Project Surveyor	Project Designer
Project Architect		Project Planner	Project Engineer	Project Designer

- TRUE BOUNDARY
- BARBATT TOWNS
- CALA POOLS
- CALA SECURITY 1
- CALA SECURITY 2
- CALA SECURITY 3
- BARBATT SECURITY 1
- BARBATT SECURITY 2
- BARBATT SECURITY 3
- NORTHWEST SLIDE
- WESTERN SLIDE
- RENOVATE FOR SCOTTISH WATER MAIN
- SURFACE WATER CULVERT ON S
- SEE SITE & REMIT/UTD



ema

architects + masterplanners

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GLASGOW G3 7LN
TEL: 01236 777 100
WWW.EMA.CO.UK

BARBATT WEST SCOTLAND / CALA
HOMES WEST
RESIDENTIAL DEVELOPMENT
HAMILTON COA

LEGAL & SECURITY PLAN

Project No. 2007/307900_1.1
Project Name: Barbatt West Scotland / CALA Homes West Residential Development Hamilton CoA
Project Manager: [Name]
Project Engineer: [Name]
Project Surveyor: [Name]
Project Designer: [Name]