



Registration of a Charge

Company Name: **AVANT HOMES (SCOTLAND) LIMITED**

Company Number: **SC024489**



Received for filing in Electronic Format on the: **24/02/2022**

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Details of Charge

Date of creation: **14/02/2022**

Charge code: **SC02 4489 0284**

Persons entitled: **ELMFORD LIMITED**

Brief description: **ALL AND WHOLE THOSE THREE AREAS OF GROUND SHOWN HATCHED IN BLACK ON THE PLAN ANNEXED AND EXECUTED AS RELATIVE TO THE CHARGE AT ROBROYSTON SOUTH, GLASGOW AND WHICH FORMS PART AND PORTION OF THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA79339. PLEASE SEE THE CHARGE FOR MORE DETAIL.**

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: **BURNES PAULL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 24489

Charge code: SC02 4489 0284

The Registrar of Companies for Scotland hereby certifies that a charge dated 14th February 2022 and created by AVANT HOMES (SCOTLAND) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th February 2022 .

Given at Companies House, Edinburgh on 24th February 2022

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**

STANDARD SECURITY

by

Avant Homes (Scotland) Limited

in favour of

Elmford Limited


SUBJECTS: ROBROYSTON SOUTH, GLASGOW

Brodies LLP
Solicitors
Brodies House
31-33 Union Grove
Aberdeen, AB10 6SD
TEL: 01224 392242
FAX: 01224 392244
JEMC.TJHM.ELM5.13
2022

Certified a true copy

Edinburgh 8/2/22

Certified a true copy save for the material redacted
pursuant to s859G of the Companies Act 2006


for and on behalf of Burness Pauli LLP

WE, Avant Homes (Scotland) Limited, a company incorporated under the Companies Acts (Registered Number SC024489) and having its registered office at Argyll Court, The Castle Business Park, Stirling, Scotland, FK9 4TT (the "**Grantor**") HEREBY IN SECURITY of the obligation to pay the Final Instalment (Phase 1) as such term is defined in the missives entered into between the Grantor and Elmford Limited, incorporated under the Laws of Jersey, Channel Islands and having its Registered Office at 18 Esplanade St Helier Jersey JE4 8RT (the "**Seller**") constituted said missives by formal letters exchanged between Brodies LLP on behalf of the Seller, and Burness Paul LLP on behalf of the Grantor dated 23 December 2021 (as amended from time to time) GRANT a Standard Security in favour of the Seller over ALL and WHOLE those three areas of ground shown hatched in black on the plan annexed and executed as relative hereto at Robroyston South, Glasgow and which forms part and portion of the subjects registered in the Land Register of Scotland under Title Number GLA79339 (the said area of ground being hereinafter referred to as the "**Site**"); 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 Site; 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 Grantor grants warrandice: IN WITNESS WHEREOF these presents consisting of this page together with the plan and the schedule annexed hereto are executed as follows:

SUBSCRIBED for and on behalf of the said Avant Homes (Scotland) Limited

at CASTLE BUSINESS PARK, STIRLING

on 27th JANUARY 2022

by

DANIEL NEWETT

Print Full name

before this witness:

NICOLA LUNN

Print Full Name

Address

Director/Authorised Signatory

This is the Schedule of Variations referred to in the foregoing Standard Security granted by Avant Homes (Scotland) Limited in favour of Elmford Limited

SCHEDULE

- 1 Standard Conditions 1(a), 1(c), 2, 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 The Grantor shall not without the prior consent in writing of the Seller at any time during the continuance of the Standard Security create a security or charge over the Site which would rank prior to, or pari passu with this Standard Security.
- 4 The Grantor shall be entitled without the consent of the Seller to:- (a) register over the Site a deed or deeds of conditions in its standard form dealing with inter alia (i) regulation of use of the residential unit erected or to be erected on the Site and any common areas and granting access and services rights to them, (ii) granting rights over, and regulating contributions to the cost of maintenance of common areas, and (iii) including such other terms and conditions and the grant of and reservation of rights of the sort normally included in developers' deeds of conditions as the Grantor, acting reasonably, wishes to include and (b) grant to statutory undertakers and others such servitude rights as are required to service the Grantor's development on the Site, provided that the grant of such deeds shall not prejudice the Seller in terms of this Standard Security.
- 5 The Grantor shall not without the prior consent in writing of the Seller at any time during the continuance of the Standard Security transfer the Site under burden of this Standard Security.
- 6 The Seller and the Grantor shall each bear their own costs in relation to the grant and discharge of this Standard Security.
- 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.

THIS IS THE PLAN REFERRED TO IN THE FOLLOWING STANDARD SECURITY

BY AVANT HOMES (SCOTLAND) LIMITED
IN FAVOUR OF ELNABOD LIMITED

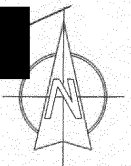


LEGEND

- SITE BOUNDARY
- AREA FOR STANDARD SECURITY

Certified a true copy
Edinburgh 8/2/22

for and on behalf of Bursess Paul LLP



AVANT
homes

Avant Homes
Jagat Choudhary
The Castle Business Park,
Sunderland, TS1 1ET
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© COPYRIGHTED LANDROBROYSTONPH1 (Land - Site Acquisition) Security Plan - 16/11/21

DATE: 16.11.21 SCALE: 1:2500@ A3 DRAWN BY: SAR

DWG TITLE: SECURITY PLAN
ROBROYSTON PH1 (AREAS B & D)

PROJECT: ROBROYSTON

DWG No: SP 1 Rev: D