



Registration of a Charge

Company name: **MILLER HOMES LIMITED**

Company number: **SC255429**



X6LB7W7C

Received for Electronic Filing: **15/12/2017**

Details of Charge

Date of creation: **08/12/2017**

Charge code: **SC25 5429 0313**

Persons entitled: **TAYLOR WIMPEY UK LIMITED**

Brief description: **ALL AND WHOLE THE AREA OF GROUND AT BENTHALL FARM, EAST KILBRIDE OUTLINED GREEN ON THE PLAN ANNEXED AND SIGNED AS RELATIVE TO THE CHARGE AND WHICH FORMS PART AND PORTION OF THE PROPERTY REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER LAN230599. REFER TO CHARGE FOR FURTHER DETAILS.**

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.**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 255429

Charge code: SC25 5429 0313

The Registrar of Companies for Scotland hereby certifies that a charge dated 8th December 2017 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th December 2017 .

Given at Companies House, Edinburgh on 18th December 2017

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



MILLER HOMES LIMITED

and

TAYLOR WIMPEY UK LIMITED

STANDARD SECURITY

relating to subjects at Benthall Farm, East Kilbride

WE, MILLER HOMES LIMITED, a company incorporated under the Companies Acts (Registered Number SC255429) and having its Registered Office at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH (the “Grantor”) HEREBY IN SECURITY of the Grantor’s obligation to pay the Second Payment as defined in and contemplated by the missives entered into between the Grantor and Taylor Wimpey UK Limited, incorporated under the Companies Acts (Registered Number 01392762) and having its Registered Office at Gate House, Turnpike Road, High Wycombe, Buckinghamshire, HP12 3NR (the “Seller”) constituted said missives by formal letters exchanged between Shepherd & Wedderburn LLP on behalf of the Seller and Burness Paul LLP on behalf of the Purchaser dated 20 and 27 November 2017 (the “Missives”) GRANT a Standard Security in favour of the Seller over ALL and WHOLE the area of ground at Benthall Farm, East Kilbride outlined green on the plan annexed and signed as relative hereto (the said area of ground being hereinafter referred to as the “Site”, and which forms part and portion of the property registered in the Land Register of Scotland under Title Number LAN230599; TOGETHER WITH the rights to the servitudes, real burdens and title conditions contained in and constituted by (a) the disposition by James Coats, Archibald Coats, John Coats and John Love Junior in favour of William Watt recorded in the Division of the General Register of Sasines applicable for the County of Lanark on 12 November 1927 (being Entry 1 in the Burdens Section of Title Sheet LAN230599); (b) the disposition by James Watt, Ellen Lamb Dobbie or Watt, Janet Wilson Broham and Margaret Ruth Adamson or Fairgrieve in favour of Jackton Estates Limited registered in the Land Register of Scotland under Title Number LAN215198 on 21 August 2013 and recorded in the Division of the General Register of Sasines applicable for the County of Lanark on 7 April 2014 (being Entry 2 in the Burdens Section of Title Sheet LAN230599); (c) the disposition by James Watt and Ellen Lamb Watt in favour of CSK Land Limited undergoing registration in the Land Register of Scotland under Title Number LAN224926 having been presented for registration on 27 June 2016 (being Entry 4 in the Burdens Section of Title Sheet LAN230599); (d) the Open Space Deed of Conditions by Taylor Wimpey UK Limited presently undergoing registration in the Land Register of Scotland under Title Number LAN230599 having been presented for registration on 18 September 2017 (application number 17LAN28756); (e) the Deed of Conditions by Taylor Wimpey UK Limited presently undergoing registration in the Land Register of Scotland under Title Number LAN230599 having been presented for registration on 18 September 2017 (application number 17LAN28756; (f) the Deed of Servitude by South Lanarkshire Council in favour of Taylor Wimpey UK Limited dated 12 and 20 September 2017 and presently undergoing registration in the Land Register of Scotland under Title Number LAN230599 having been presented for registration on 28 September 2017 (application number 17LAN29968); (g) the Deed of Servitude by Taylor Wimpey UK Limited in favour of SP Distribution plc registered in the Land Register of Scotland under Title Number LAN230599 on 4 July 2017 (being Entry 5 in the Burdens Section of Title Sheet LAN230599); (h) the Disposition by Taylor Wimpey UK Limited in favour of The Electricity Network Company Limited dated 25 August 2017 and presently undergoing registration in the Land Register of Scotland under Title Numbers LAN230301 and LAN230599 having been presented for registration on 4 September 2017 (application number 17LAN27059); and (i) the Disposition by Taylor Wimpey UK Limited in favour of GTC Pipeline Limited dated 25 August 2017 and presently undergoing registration in the Land Register of Scotland under Title Numbers LAN230302 and LAN230599 having been presented for registration on 4 September 2017 (application number 17LAN27062); 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 and the preceding page together with the plan and the schedule annexed hereto are executed as follows:

SUBSCRIBED for and on behalf of the said MILLER HOMES LIMITED

at EDINBURGH

on 2 NOVEMBER 2017

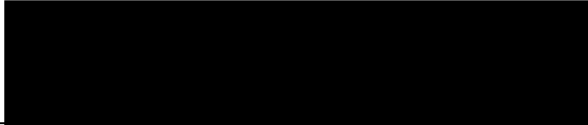
by

MOIRA JANE KINNIBORGH
Print Full name

before this witness:

ANNE MARIE BRITTON
Print Full Name

Address:


Authorised Signatory


~~Witness~~ AUTHORIZED SIGNATORY

This is the Schedule of Variations referred to in the foregoing Standard Security granted by Miller Homes Limited in favour of Taylor Wimpey UK Limited in relation to ground at Benthall Farm, East Kilbride

SCHEDULE

- 1 The Grantor is permitted to carry out on the Site, works which are required to construct the dwellinghouses on the Site and other associated works but under declaration that the Grantor shall at all times be prohibited from allowing such dwellinghouses to be occupied by any party.
- 2 Standard Conditions 1, 2, 4, and 5 shall be delete and shall not apply.
- 3 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.
- 4 Condition 12 of the Standard Conditions is amended by the deletion of the words "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 all,".
- 5 The Grantor shall be entitled at any time during the continuance of the Standard Security to create a security or charge over the Site ranking subsequent to the Standard Security without any requirement to obtain the consent of the Seller.
- 6 The Grantor is entitled without the consent of the Seller to (a) register over inter alia the Site a deed or deeds of conditions in its standard form dealing with inter alia (i) regulation of use of the residential units 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 residential 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 inter alia the Site.
- 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.

SECURITY AREA



Rev.	Description	Drawn	Date
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miller homes

Miller Homes Ltd
Clydesdale House
300 Springhill Parkway
Baillieston, Glasgow, G69 6GA

Telephone 0870 336 4000
Fax 0870 336 4001
www.millerhomes.co.uk

Project Title
**BENT HALL
EAST KILBRIDE**

Drawing Title
SECURITY PLAN

Scale	Drawn By	Checked By	Authorised By
1:2000	BM		
	Date SEPT 17	Date	Date

Job No.	Drawing No.	Revision
	BHEK/SK/100	D

Original Sheet Size A3