



**Registration of a Charge**

Company name: **MILLER HOMES LIMITED**

Company number: **SC255429**



X8Y11XVT

Received for Electronic Filing: **10/02/2020**

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**Details of Charge**

Date of creation: **31/01/2020**

Charge code: **SC25 5429 0361**

Persons entitled: **ALISTAIR ROBERT ROBERTSON AND ROBERT JAMES ROBERTSON (AS PARTNERS FOR THE FIRM OF ROBERT ROBERTSON & SON)**

Brief description: **ALL AND WHOLE THE AREA OF GROUND SHOWN OUTLINED AND HATCHED GREEN ON THE PLAN ANNEXED AND SIGNED AS RELATIVE TO THE INSTRUMENT TO WHICH THIS APPLICATION RELATES, FORMING PART AND PORTION OF THE SUBJECTS AT WEST EDGE FARM, LANG LOAN, LASSWADE, EDINBURGH REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID197012.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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 0361

The Registrar of Companies for Scotland hereby certifies that a charge dated 31st January 2020 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th February 2020 .

Given at Companies House, Edinburgh on 10th February 2020

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**

30 January 2020  
Entered a live copy.  
R. Kinniburgh  
Solicitor, Glasgow

We, Miller Homes Limited, a company incorporated under the Companies Acts (Registered Number SC255429) and having our Registered Office at Miller House, 2 Lochside View, Edinburgh EH12 9DH ("the **Grantor**") as proprietors of the Security Subjects as hereinafter defined in security of payment by the Grantor to Alistair Robert Robertson and Robert James Robertson, both residing at West Edge Farm, 328 Lasswade Road, Edinburgh as partners of for the firm of Robert Robertson & Son constituted in 2014 having its place of business at West Edge Farm, aforesaid and the said Alistair Robert Robertson as trustee for the said firm (together "the **Grantee**") of any overage sum or sums and all interest thereon in terms of Condition 2 of the Overage Agreement between the Grantor and the Grantee dated 18 and 24 January 2018 in relation to inter alia the Security Subjects DO HEREBY grant a first ranking Standard Security in favour of the Grantee over ALL and WHOLE that area of ground shown outlined and hatched green on the plan annexed and signed as relative hereto and which said subjects hereby granted in security form PART and PORTION of ALL and WHOLE the subjects at West Edge Farm, Lang Loan, Lasswade, Edinburgh registered in the Land Register of Scotland under Title Number MID197012 (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; And the Grantor agrees that save as aforesaid the said Standard Conditions shall be varied to the effect that (a) Standard Conditions 1, 2, 3, 4 and 5 of said Schedule 3 to the lastmentioned Act shall not apply; (b) Standard Condition 7 of said Schedule 3 to the lastmentioned Act shall apply as if references to "the standard conditions" therein are references to the Standard Conditions as varied hereby; (c) in Standard Condition 12 of said Schedule 3 to the last mentioned Act the words "the whole expenses of the preparation and execution of the standard security and any variation, restriction and discharge thereof and, when any of those deeds are recorded, the recording thereof" are held deleted; (d) the Grantor shall be entitled at any time during the continuance of this Standard Security to create a security or charge over the Security Subjects ranking subsequent to this Standard Security without any requirement to obtain the consent of the Grantee; and (e) for the avoidance of doubt the Grantor is entitled without the consent of the Grantee to (and the Standard Conditions are amended to the extent, if any, necessary to allow the Grantor to):- (a) register over the Security Subjects 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 Security Subjects 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 Granter, acting reasonably, wishes to include, and (b) grant to statutory undertakers and others such servitude rights as are required to service the Granter's development on inter alia the Security Subjects; And the Grantor grants warrandice: IN WITNESS WHEREOF these presents typewritten on this page and the plan annexed hereto are executed as follows:

SUBSCRIBED by the said MILLER HOMES LIMITED

At EDINBURGH

On 16 JANUARY 2020

By

MOIRA KINNIBURGH

Print Full Name

JULIE JACKSON

Print Full Name

Authorised Signatory

Authorised Signatory

