



Registration of a Charge

Company name: **QUEENSBERRY PROPERTIES (OTAGO) LIMITED**

Company number: **SC590347**

Received for Electronic Filing: **28/03/2018**



Details of Charge

Date of creation: **22/03/2018**

Charge code: **SC59 0347 0001**

Persons entitled: **HUGH SCOTT & ELIZABETH ANNE SCOTT**

Brief description: **ALL AND WHOLE THE SUBJECTS AT OTAGO STREET, GLASGOW, G12 SHOWN OUTLINED IN DARK BLUE ON THE PLAN ANNEXED AND EXECUTED AS RELATIVE HERETO WHICH SUBJECTS FORM PART AND PORTION OF THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA89370 AND NOW UNDERGOING REGISTRATION IN THE LAND REGISTER UNDER TITLE NUMBER GLA231477.**

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: 590347

Charge code: SC59 0347 0001

The Registrar of Companies for Scotland hereby certifies that a charge dated 22nd March 2018 and created by QUEENSBERRY PROPERTIES (OTAGO) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th March 2018 .

Given at Companies House, Edinburgh on 29th March 2018

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

QUEENSBERRY PROPERTIES
(OTAGO) LIMITED

in favour of

Hugh Scott and Elizabeth Anne Scott

relative to

Property: Area of ground at Otago
Lane, Glasgow

2018
SH4/BAH/31984.00003

MORTON FRASER
LAWYERS

Certified a true copy
Edinburgh 15/3/2018

E.A. Henderson
for and on behalf of Burness Paul LLP

We, Queensberry Properties (Otago) Limited, incorporated under the Companies Acts (Registered Number SC590347) and having its Registered Office at Baberton House, Juniper Green, Edinburgh, EH14 3HN (in this Standard Security called the "**Granter**")

considering that we have entered into an Agreement (hereinafter defined) between us the Granter and HUGH SCOTT and ELIZABETH ANNE SCOTT, Spouses, both residing at 18 Shillingworth Place, Bridge of Weir, PA11 3DY (in this Standard Security called the "**Creditor**", which shall include, in substitution, any permitted assignee(s) of the interest of the grantee of this standard security) which Agreement comprised of (a) offer by Morton Fraser LLP on behalf of the Creditor addressed to Burness Paull LLP on behalf of the Granter dated 9 March 2018 (the "**Offer**"); (b) qualified acceptance by Burness Paull LLP on behalf of the Granter dated 9 March 2018; and (c) formal acceptance by Morton Fraser LLP on behalf of the Creditor dated 9 March 2018 relative to the larger subjects of which the Property aforementioned forms part (such Agreement being, in this Standard Security, called the "**Agreement**"); and

now in security of payment by the Granter to the Creditor of the Revenue Overage Payment (as defined in Clause 8 of the Offer) and any interest due thereon in accordance with the provisions of Clause 8 of the Offer do HEREBY GRANT a Standard Security in favour of the Creditor over ALL and WHOLE the subjects at Otago Street, Glasgow G12 shown outlined in dark blue on the plan annexed and executed as relative hereto which subjects form PART AND PORTION of the subjects registered in the Land Register of Scotland under title number GLA89370; Together with the whole buildings and erections on such plot or area of ground, the heritable fittings and fixtures therein and thereon, the parts privileges and pertinents thereof, the whole other rights exclusive, mutual, common or otherwise pertaining thereto, and the Granter's whole right title and interest present and future therein and thereto (which whole subjects secured by this security are in this Standard Security called the "**Property**");

The standard conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variations thereof operative for the time being shall apply but we agree 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 that the additional conditions set out in that Schedule shall bind the Grantor and the Creditor,

And we, the Granter, grant warrandice; IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the plan annexed and signed as relative hereto are executed as follows:

SUBSCRIBED for and on behalf of Queensberry Properties (Otago) Limited
by STEVEN SIMPSON
at CRUDEN HOUSE, EDINBURGH
on 15TH MARCH 18
in the presence of:-



Director

Witness



Full Name FRASER LYDES

Address c/o CRUDEN HOUSE

EDINBURGH, EH12 9EB

This is the Schedule of Variations of Standard Conditions referred to in the foregoing Standard Security granted by Queensberry Properties (Otago) Limited in favour of Hugh Scott and Elizabeth Anne Scott in relation to area of ground at Otago Lane, Glasgow.

- 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 Granter shall be entitled at any time during the continuance of the Standard Security to create a security or charge over the Property ranking subsequent to the Standard Security without any requirement to obtain the consent of the Creditor.
- 5 The Granter 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 Property (whether by separate deed or in gremio of any disposition of adjacent subjects) and that without any requirement to obtain the consent of the Creditor, 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 Property and those units located or to be located on adjacent subjects owned by the Granter, and by the acceptance of the foregoing standard security, (i) the Creditor shall be deemed to have consented to all such deeds, and (ii) the Creditor shall at the cost of the Granter (all such costs to be proper and reasonable) enter into such documentation as is required by the Granter, acting reasonably, to document such consent in relation to any such deeds.
- 6 The Granter 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 Property and which are required to facilitate, or as a precondition to the grant of any of the consents required for, development of the Property and any adjacent subjects owned by the Granter without any requirement to obtain the consent of the Creditor, and by the acceptance of this standard security: (i) the Creditor shall be deemed to have consented to all such deeds; and (ii) the Creditor shall enter into such documentation as is required by the Granter, acting reasonably, to document such consent in relation to any such deeds.
- 7 The Creditor shall not assign or otherwise transfer their interest under this Standard Security other than to an assignee or transferee of the Creditor's rights and obligations under the Agreement.
- 8 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.

- 9 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.



Queensberry Properties (Otago) Limited

THIS IS THE PLAN REFERRED TO IN THE FOLLOWING STANDARD SECURITY
 BY QUEENSBERRY PROPERTIES (OTAGO) LIMITED IN FAVOUR OF HUGH SCOTT &
 ELIZABETH ANNE SCOTT

