



Registration of a Charge

Company Name: **CALA MANAGEMENT LIMITED**

Company Number: **SC013655**



XB9N0KI9

Received for filing in Electronic Format on the: **03/08/2022**

Details of Charge

Date of creation: **29/07/2022**

Charge code: **SC01 3655 0523**

Persons entitled: **AMANDA PONSONBY
ARABELLA NICHOLA GAGGERO
ALISTAIR JOHN CECIL COLVIN
HUGH ALAN HARVEY**

There are more than four persons entitled to the charge.

Brief description: ALL AND WHOLE THOSE PLOTS AT CAMMO FIELDS SITUATED, OR TO BE SITUATED, ON OR TOWARDS THE WEST OF MAYBURY ROAD, EDINBURGH: (I) LISTED IN PART 2 OF THE SCHEDULE ANNEXED AND SIGNED AS RELATIVE TO THE INSTRUMENT (THE "SCHEDULE") (THE "TRANCHE 1 SECURITY") AND (II) LISTED IN PART 3 OF THE SCHEDULE (THE "TRANCHE 2 SECURITY"); ALL OF WHICH PLOTS ARE SHOWN OUTLINED IN RED AND MARKED WITH THEIR RESPECTIVE PLOT NUMBERS (INCLUDING ANY ALLOCATED PARKING SPACES PERTAINING TO EACH PLOT AS SAME ARE ALSO OUTLINED IN RED AND MARKED WITH THE CORRESPONDING PLOT NUMBER) ON THE DEVELOPMENT PLAN APPROVED BY THE KEEPER FOR THE DEVELOPMENT REGISTERED UNDER TITLE NUMBER MID217680 ON 11 JUNE 2021, AND FORM PART AND PORTION OF THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER MID217680; TOGETHER WITH (ONE) THE WHOLE RIGHTS, USES, PARTS, PRIVILEGES AND PERTINENTS OF AND EFFEIRING TO THE SUBJECTS SECURED PURSUANT TO THE INSTRUMENT AND EACH AND EVERY PART THEREOF (INCLUDING, WITHOUT PREJUDICE TO THE FOREGOING GENERALITY THE RIGHTS AND OTHERS SPECIFIED AND CONTAINED IN (1) THE DEED OF APPLICATION OF DEVELOPMENT MANAGEMENT SCHEME AND DEED OF SERVITUDE AND REAL BURDENS BY THE SELLER WITH CONSENTS THEREINMENTIONED REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE

NUMBER MID189255 ON 16 MARCH 2020 AND NOW BEING BURDEN ENTRY 3 UNDER TITLE NUMBER MID217680; (2) THE DEED OF CONDITIONS (INCORPORATING DEVELOPMENT MANAGEMENT SCHEME) BY THE DEBTOR DATED 12 MAY 2021 AND UNDERGOING REGISTRATION IN THE LAND REGISTER OF SCOTLAND OVER THE SUBJECTS REGISTERED UNDER TITLE NUMBER MID217680; AND (3) THE SUPPLEMENTARY DEED OF CONDITIONS BY THE DEBTOR DATED 15 JUNE 2021 AND UNDERGOING REGISTRATION IN THE LAND REGISTER OF SCOTLAND OVER THE SUBJECTS REGISTERED UNDER TITLE NUMBER MID217680); AND (TWO) THE DEBTOR'S WHOLE RIGHT TITLE AND INTEREST IN AND TO THE SUBJECTS SECURED PURSUANT TO THE INSTRUMENT. FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT. REFERENCES IN THIS SECTION TO THE "DEBTOR" MEAN THE COMPANY, AND REFERENCES TO "SELLER" MEAN THE PERSON'S ENTITLED TO THE INSTRUMENT.

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: **BRODIES LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13655

Charge code: SC01 3655 0523

The Registrar of Companies for Scotland hereby certifies that a charge dated 29th July 2022 and created by CALA MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2022 .

Given at Companies House, Edinburgh on 3rd August 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**

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



.....
Brodies LLP
Solicitors

Date: 25 July 2022

Ref: PON15.8

 Burness Paull

STANDARD SECURITY

BY

CALA MANAGEMENT LIMITED

Cammo Fields, Maybury Road, Edinburgh

WE, **CALA MANAGEMENT LIMITED**, a company incorporated under the Companies Acts (Registered No SC013655) and having our Registered Office at Adam House, 5 Mid New Cultins, Edinburgh, EH11 4DU (the **“Debtor”**) in security of the obligations undertaken by us in Clause 4.1.1 and due to (i) **AMANDA PONSONBY**, residing at Sarsden Glebe, Churchill, Chipping Norton; (ii) **ARABELLA NICHOLA GAGGERO**, residing at Encombe House, Corfe Castle; (iii) **ALISTAIR JOHN CECIL COLVIN**, residing at 57 Beaufort Mansions, Beaufort Street, London; (iv) **HUGH ALAN HARVEY**, residing at 7 Burke Court, Mount Ommaney, Queensland 4074, Australia; and (v) the said Amanda Ponsonby and the said Arabella Nichola Gaggero and Dominic Vaughan Gibbs, 2nd Floor, Stratton House, 6 Stratton Street, London, as **trustees of the late NICHOLA COLVIN** (collectively the **“Seller”**) in terms of the Missives between (a) the Debtor and BDW Trading Limited, a company incorporated under the Companies Acts (Registered No 03018173) and having its Registered Office at Barratt House, Cartwright Way, Forest Business Park, Bardon Hill, Coalville, Leicestershire, LE67 1UF; and (b) the Seller comprising formal letters exchanged between Pinsent Masons LLP, Solicitors, Aberdeen (on behalf of the Debtor and the said BDW Trading Limited) and Brodies LLP, Solicitors, Edinburgh (on behalf of the Seller) dated 29 and 30 June and 13 and 15 December 2017, 28 March and 5 April 2018 and 27 and 28 March and 20 December 2019, as the same may be varied or amended from time to time (the **“Contract”**), DO HEREBY GRANT a Standard Security in favour of the Seller over ALL and WHOLE those plots at Cammo Fields situated, or to be situated, on or towards the west of Maybury Road, Edinburgh: (i) listed in Part 2 of the schedule annexed and signed as relative hereto (the **“Schedule”**) (the **“Tranche 1 Security”**) and (ii) listed in Part 3 of the Schedule (the **“Tranche 2 Security”**); all of which plots are shown outlined in red and marked with their respective plot numbers (including any allocated parking spaces pertaining to each plot as same are also outlined in red and marked with the corresponding plot number) on the development plan approved by the Keeper for the development registered under Title Number MID217680 on 11 June 2021, and form part and portion of the subjects registered in the Land Register of Scotland under Title Number MID217680; TOGETHER WITH (One) the whole rights, uses, parts, privileges and pertinents of and effering to the subjects hereby secured and each and every part thereof (including, without prejudice to the foregoing generality the rights and others specified and contained in (1) the Deed of Application of Development Management Scheme and Deed of Servitude and Real Burdens by the Seller with consents thereinmentioned registered in the Land Register of Scotland under Title Number MID189255 on 16 March 2020 and now being Burden Entry 3 under Title Number MID217680; (2) the Deed of Conditions (incorporating Development Management Scheme) by the Debtor dated 12 May 2021 and undergoing registration in the Land Register of Scotland over the subjects registered under Title Number MID217680; and (3) the Supplementary Deed of Conditions by the Debtor dated 15 June 2021 and undergoing registration in the Land Register of Scotland over the subjects registered

under Title Number MID217680); and (Two) the Debtor's whole right title and interest in and to the subjects hereby secured ("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 we agree that the said standard conditions shall be varied to the effect specified in Variation of Standard Conditions annexed as Part 1 of the Schedule; where any conflict between (a) the said Standard Conditions and (b) the conditions contained in this Standard Security or the Contract shall arise, and/or between (c) the Standard Security and (d) the Contract, the Standard Security and the Contract shall prevail and shall have effect in preference to the Standard Conditions and the Contract shall prevail and shall have effect in preference to the Standard Security; And we grant warrandice; And we consent to registration hereof for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the schedule in 3 parts annexed hereto are executed as follows:

SUBSCRIBED for and on behalf of the said CALA Management Limited by NICOLA JANE CLEMENCE, Attorney for the said CALA Management Limited conform to Power of Attorney by the said CALA Management Limited appointing the said NICOLA JANE CLEMENCE dated 2 September 2020

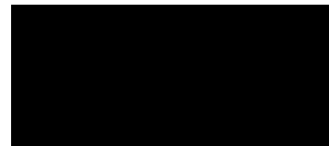
at Edinburgh

on 19 JULY 2022

by

NICOLA JANE CLEMENCE

Print Full name



Attorney for and on behalf of CALA Management Limited

before this witness:

Lisa Drummond

Print Full Name



Witness

Address:

50 Lothian Road

Edinburgh, EH3 9WJ

This is the Schedule referred to in the foregoing Standard Security by CALA Management Limited in favour of Amanda Ponsonby, Arabella Nichola Gaggero, Alistair John Cecil Colvin, Hugh Alan Harvey and the trustees of the late Nichola Colvin in respect of subjects at Cammo Fields, Maybury Road, Edinburgh

SCHEDULE

PART 1 - VARIATION OF STANDARD CONDITIONS

- 1 Standard conditions 1(a), 1(c) and 2(a) shall be delete and shall not apply.
- 2 Condition 4 shall not apply in relation to any planning application by the Debtor in relation to the Security Subjects.
- 3 Condition 5 shall not apply. The Debtor shall insure the Security Subjects in terms of its block insurance policy.
- 4 The Creditor hereby consents to the Debtor proceeding with the residential development of the Security Subjects.
- 5 The Debtor shall not, without the prior written consent of the Creditor, at any time during the continuance of the security, create a security or charge over the Security Subjects (whether ranking or purporting to rank prior to, subsequent to or *pari passu* with this Standard Security).
- 6 The Debtor shall not, without the prior written consent of the Creditor, not to be unreasonably withheld or delayed, at any time during the continuance of the security in any way create any servitudes, wayleaves, third party rights or any burdens, title conditions, restrictions or others affecting the Security Subjects except to the extent required to facilitate the residential development of the Security Subjects.
- 7 Standard condition 7 shall apply as if references to “the standard conditions” therein are references to the standard conditions as varied hereby.
- 8 Standard condition 9.1(b) shall be deleted and be substituted by the following:-

“where there has been a failure to comply with any other requirement arising out of the Standard Security or any breach by the Debtor of their obligations under the Contract”.
- 9 In respect of standard condition 10(3) in the event of the Creditor entering into possession of the Security Subjects or any part thereof it shall be entitled, as agent of the Debtor, to remove, store, sell or otherwise deal with any goods, plant, machinery, heritable fixtures and fittings which the Debtor shall fail to remove from the Security Subjects or the relevant part thereof within 14 days of being requested to do so by written notice on the Debtor and the Creditor shall not be liable for any loss occasion to the Debtor who shall free and relieve the Creditor of all expenses incurred by it in

relation to such goods, plant, machinery and heritable fixtures and fittings provided always that the Creditor shall account to the Debtor for the proceeds of any such sale after deducting any such expenses.

- 10 Standard condition 12 shall be varied to the extent that the Debtor and the Creditor shall each meet their own expenses of the preparation and execution of this Standard Security and any variation, restriction and discharge thereof. The Debtor shall meet the cost of registration of any of the foregoing deeds which require to be registered.

PART 2- TRANCHE 1 SECURITY

PLOT NUMBER PLOT NUMBER

1	157
16	158
17	159
44	160
49	161
68	162
69	163
70	164
71	165
72	166
73	167
74	168
75	169
76	170
89	171
90	172
91	173
92	174
93	175
94	176
95	177
109	178
120	184
121	189
122	190
123	191
136	192
137	193
156	197

PART 3- TRANCHE 2 SECURITY

PLOT NUMBER	PLOT NUMBER
96	134
97	135
98	138
99	139
100	140
101	141
102	142
103	143
104	144
105	145
106	146
124	147
125	179
126	180
127	181
128	182
129	183
130	194
131	195
132	196
133	



Attorney, for and on behalf of
CALA Management Limited