



Registration of a Charge

Company Name: **CALA MANAGEMENT LIMITED**

Company Number: **SC013655**



Received for filing in Electronic Format on the: **05/05/2022**

XB3DLP5V

Details of Charge

Date of creation: **29/04/2022**

Charge code: **SC01 3655 0522**

Persons entitled: **MARGARET LINDORES WILLIAMSON OR AITKEN AND WILLIAM WILLIAMSON AITKEN (AS TRUSTEES AND EXECUTORS OF JOHN BUCHANAN AITKEN)**

Brief description: **ALL AND WHOLE THOSE SUBJECTS AT PRESTON FARM, DEANBURN ROAD, LINLITHGOW SHOWN COLOURED YELLOW ON THE PLAN ANNEXED AND SIGNED AS RELATIVE TO THE STANDARD SECURITY, FORMING PART AND PORTION OF THOSE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER WLN47592 AS MORE PARTICULARLY DESCRIBED IN THE STANDARD SECURITY**

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:

SHEPHERD AND WEDDERBURN LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13655

Charge code: SC01 3655 0522

The Registrar of Companies for Scotland hereby certifies that a charge dated 29th April 2022 and created by CALA MANAGEMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th May 2022 .

Given at Companies House, Edinburgh on 5th May 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**

WE, **CALA MANAGEMENT LIMITED** incorporated under the Companies Acts in Scotland with company number SC013655 and having our registered office at Adam House, 5 Mid New Cultins, Edinburgh, EH11 4DU (the "**Owner**") have entered into missives with MARGARET LINDORES WILLIAMSON OR AITKEN residing at Glenbanks, Preston Farm, Linlithgow, and WILLIAM WILLIAMSON AITKEN, residing at Preston Lodge, Preston Farm, Linlithgow as Trustees and Executors of JOHN BUCHANAN AITKEN acting in terms of his Trust Disposition and Settlement registered in the Books of Council and Session on 4 June 1971 (the "**Counterparty**") comprising (i) offer by Pinsent Masons LLP, Solicitors, Aberdeen, on our behalf, addressed to Gibson & Kennedy WS, Solicitors, Falkirk, dated 12 June 2014; (ii) the acceptance by Gibson & Kennedy WS, Solicitors, Falkirk, on behalf of the Counterparty, dated 13 June 2014; (iii) the formal letter by Pinsent Masons LLP, Solicitors, Aberdeen on our behalf, addressed to Kerr Stirling LLP, Solicitors, Stirling, dated 3 June 2019; (iv) the offer to vary by Pinsent Masons LLP, Solicitors, Aberdeen on our behalf, addressed to Shepherd & Wedderburn LLP, Solicitors, Edinburgh, dated 16 March 2022; and (v) the re-concluding letter by Shepherd & Wedderburn, Solicitors, Edinburgh, on behalf of the Counterparty, dated 17 March 2022 (such missives as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced from time to time being referred to as the "**Missives**") in respect of the Security Subjects (as defined below) and in terms of which we have undertaken inter alia to carry out and complete the Purchaser's Works in the terms set out in Condition 8 in Part 2 of the Schedule annexed to the said offer forming part of the Missives (as amended) **AND DO HEREBY** in security of the performance by us of all present and future payment obligations upon us in terms of Condition 8 as aforesaid **GRANT** a Standard Security in favour of the Counterparty over **ALL** and **WHOLE** those subjects at Preston Farm, Deanburn Road, Linlithgow shown coloured yellow on the plan annexed and signed as relative hereto, forming part and portion of the subjects registered in the Land Register of Scotland under Title Number WLN47592 and which subjects secured are so secured together with (One) the whole buildings and other erections (if any) on them; (Two) the parts, privileges and pertinents of them; (Three) the whole rights common, mutual or sole effering to them; (Four) the fittings and fixtures in and on them and (Five) the Owner's whole right, title and interest, present and future in and to them (all referred to as the "**Security Subjects**"); The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland)/

(Scotland) Act 1970 and any lawful variation of them operative for the time being (the "**Standard Conditions**"), varied as mentioned below, apply; And we agree that the Standard Conditions are varied to the effect specified in the Schedule of Variation of Standard Conditions annexed and signed as relative hereto; And the Owner grants warrandice: **IN WITNESS WHEREOF** these presents typewritten on this and the preceding page, together with the Schedule of Variation of Standard Conditions and the plan annexed, are executed as follows:-

Subscribed for **CALA MANAGEMENT LIMITED** by its
Attorney, CALA Homes (East) Limited, in terms of a
Power of Attorney dated 20 December 2021,

at FALKIRK
on 3RD MARCH 2022
by

DENER LAWSON
.....
Print Full Name

~~DEREK A HAMILTON~~ DEREK ALEXANDER HAMILTON
.....
Print Full Name

[REDACTED]

..... Director

[REDACTED]

Director

THIS IS THE SCHEDULE OF VARIATION OF STANDARD CONDITIONS REFERRED TO IN THE FOREGOING STANDARD SECURITY GRANTED BY CALA MANAGEMENT LIMITED IN FAVOUR OF THE TRUSTEES AND EXECUTORS OF THE LATE JOHN BUCHANAN AITKEN IN RESPECT OF SUBJECTS AT PRESTON FARM, DEANBURN ROAD, LINLITHGOW

1. Standard Conditions 1, 2, 4, 5 and 12 are delete and do not apply.
2. Standard Condition 7 shall apply as if references to the "standard conditions" therein are references to the Standard Conditions as varied hereby.
3. The Owner must not at any time during the continuance of the foregoing standard security create or agree to create a subsequent security over the Security Subjects (or any part(s) of them) without the prior written consent of the Counterparty.
4. The Counterparty consents to the Owner proceeding with the residential development of the Security Subjects (or any part(s) of them).
5. The Owner is entitled, without the consent of the Counterparty, to create servitudes, wayleaves, third party rights, burdens, title conditions, restrictions or others affecting the Security Subjects (or any part(s) of them) to the extent required to facilitate the residential development and sale of the Security Subjects (or any part(s) of them) including, without prejudice to the generality, entering into any or more of the following: planning agreements, deeds of conditions, development management schemes, and variation(s) of any of those.
6. Words and expressions used in this Schedule shall, unless the context otherwise requires, have the same meaning as words and expressions in the Conveyancing and Feudal Reform (Scotland) Act 1970 (the "**1970 Act**") (including, without prejudice to the generality, Schedule 3 to the 1970 Act).

 (CALA)

 (CALA)

STANDARD SECURITY

by

CALA MANAGEMENT LIMITED

in favour of

THE TRUSTEES AND EXECUTORS OF THE LATE JOHN BUCHANAN AITKEN

**Property: Subjects at Preston Farm, Deanburn Road,
Linlithgow**



Pinsent Masons