



**Registration of a Charge**

Company name: **ALLAN WATER DEVELOPMENTS LIMITED**

Company number: **SC072200**



X6430AJC

Received for Electronic Filing: **10/04/2017**

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**Details of Charge**

Date of creation: **07/04/2017**

Charge code: **SC07 2200 0018**

Persons entitled: **BANK OF SCOTLAND PLC**

Brief description: **ALL AND WHOLE THAT PLOT OR AREA OF GROUND AT GOSECROFT ROAD, STIRLING FK8 2NN EXTENDING TO 0.89 ACRES OR THEREBY SHOWN DELINEATED IN RED, AND MARKED "FORMER SITE OF SWIMMING POOL AND LEISURE CENTRE" ON THE PLAN IN THE INSTRUMENT EVIDENCING THE CHARGE ACCOMPANYING THIS FORM MR01 WHICH FORMS PART AND PORTION OF TITLE NUMBER STG 68930.**

**Contains negative pledge.**

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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.**

Certified by:

**JOHANNE LEWIN ON BEHALF OF MACLAY MURRAY & SPENS LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 72200

Charge code: SC07 2200 0018

The Registrar of Companies for Scotland hereby certifies that a charge dated 7th April 2017 and created by ALLAN WATER DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th April 2017 .

Given at Companies House, Edinburgh on 11th April 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**



**STANDARD SECURITY**

**by**

**ALLAN WATER DEVELOPMENTS LIMITED**

**in favour of**

**BANK OF SCOTLAND PLC**

**Property: Goosecroft Road, Stirling FK8 2NN (STG68930)**

**IMPORTANT NOTICE:** We recommend that you consult your solicitor or other independent legal adviser before signing this document.

## **STANDARD SECURITY**

In this **STANDARD SECURITY** the words listed below have the following meanings:-

|                             |  |
|-----------------------------|--|
| <b>BoS:</b>                 | <b>BANK OF SCOTLAND PLC</b> incorporated in Scotland under the Companies Act 1985 (Company No. SC327000) and having its Registered Office at The Mound, Edinburgh EH1 1YZ, including those deriving any title or interest from it, as defined in the Deed of Conditions.   |
| <b>Borrower:</b>            | <b>ALLAN WATER DEVELOPMENTS LIMITED</b> incorporated in Scotland under the Companies Acts (Company Number SC072200) and having its Registered Office at 24b Kenilworth Road, Bridge of Allan FK9 4DU.  |
| <b>Property:</b>            | Goosecroft Road, Stirling FK8 2NN as more fully described in Part 1 of the Schedule.<br><br>Title Number: STG68930.  |
| <b>Deed of Conditions:</b>  | The Deed of Commercial Standard Security Conditions by the Governor and Company of the Bank of Scotland (now known as Bank of Scotland plc) dated 24 May 2006 and registered in the Books of Council and Session on 25 May 2006 and any variation or extension thereof, words defined in the Deed of Conditions having the same meaning in this Standard Security. |
| <b>Schedule:</b>            | The Schedule in three Parts annexed and signed as part of this Standard Security.  |
| <b>Secured Liabilities:</b> | has the meaning given to it in the Deed of Conditions.   |

1. The Borrower hereby binds itself and its successors and executors whomsoever to pay and discharge the Secured Liabilities to BoS.
2. The Borrower undertakes to comply fully with the Deed of Conditions, the terms of which are incorporated in this Standard Security and a copy of which has been received by the Borrower.
3. The Borrower, in security of the Secured Liabilities, hereby GRANTS a Standard Security in favour of BoS over the Property.
4. The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and varied by (a) the Redemption of Standard Securities (Scotland) Act 1971 and (b) the Deed of Conditions, and any lawful variation thereof operative for the time being, shall apply.
5. The Standard Security hereby granted is subject to the heritable security (if any) and any agreement regulating its ranking detailed in Part 2 of the Schedule.
6. The Borrower grants warrandice, subject to the heritable security (if any) detailed in Part 2 of the Schedule and to the leases of the Property (if any) detailed in Part 3 of the Schedule.
7. The Borrower consents to the registration of this Standard Security for execution.

8. This Standard Security shall be governed by and construed in accordance with Scots law.
9. For the purposes of Condition 17 of the Deed of Conditions, the service address of BoS is Specialist Lending Services, Transaction Execution, Mid Markets Real Estate, 1<sup>st</sup> Floor, New Uberior House, 11 Earl Grey Street, Edinburgh EH3 9BN.

IN WITNESS WHEREOF these presents consisting of this and the preceding page are together with the Schedule executed by the Borrower as follows:-

**SUBSCRIBED** for and on behalf of the said  
**ALLAN WATER DEVELOPMENTS LIMITED** by

DAVID CHARLES STIRLING Director  
(Print Full Name)

\_ Director

at STIRLING

on 10<sup>TH</sup> FEBRUARY 2017

in the presence of this witness:

..... Witness

JAMES CARTER Full name

BRACKENHILL, DAYMEN Address

**Schedule referred to in the foregoing Standard Security by Allan Water Developments Limited  
in favour of Bank of Scotland plc**

**PART 1**

ALL and WHOLE that plot or area of land at Goosecroft Road, Stirling FK8 2NN extending to 0.89 acres or thereby shown delineated in red, and marked "Former Site of Swimming Pool and Leisure Centre" on the attached plan, TOGETHER WITH (One) the fixtures and fittings; (Two) the parts, privileges and pertinents; and (Three) the Seller's whole right title and interest present and future in and to the Property and which forms PART and PORTION of subjects on the east side of Goosecroft Road, Stirling, title to which is registered in the Land Register of Scotland under Title Number STG68930.

**PART 2**

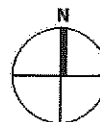
NONE.

**PART 3**

Agreement for Lease among the Borrower, the Firm of Allan Water Property Company and Travelodge Hotels Limited constituted by missives entered into between DLA Piper Scotland LLP on behalf of Travelodge Hotels Limited and DWF LLP on behalf of the Borrower and the Firm of Allan Water Property Company dated 22 September 2015 as subsequently varied.

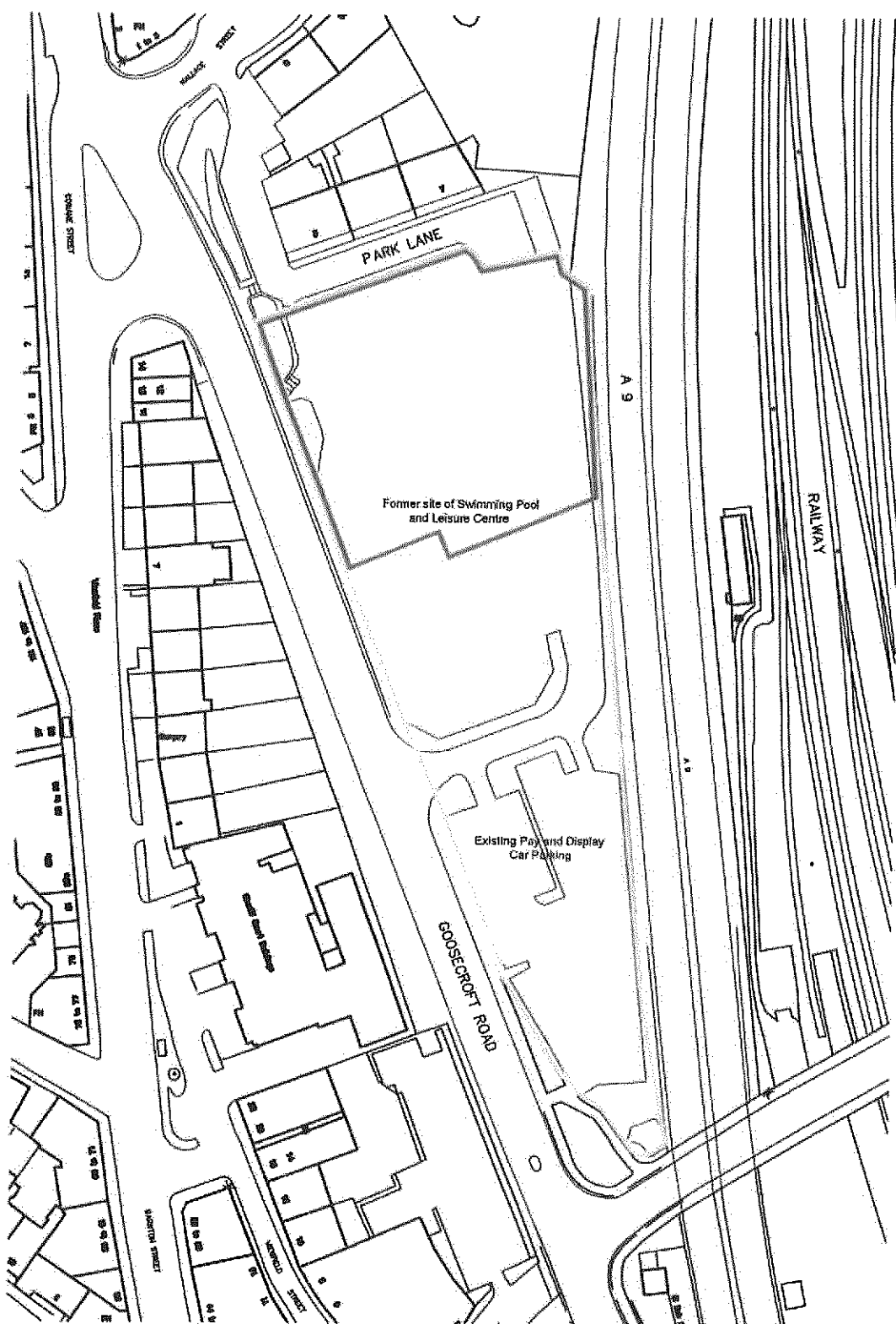
| Revision | Initials | Date |
|----------|----------|------|
| 1.       |          |      |

| Revision | Initials | Date |
|----------|----------|------|
| 1.       |          |      |



**Ownership Boundary**  
**2.06 acres**

Planning Application Boundary  
0.89 acres



**youngandgault**

Chartered Architects  
Masterplanners  
Project Managers  
Development Consultants

Project Title

PROPOSED  
DEVELOPMENT  
GOSECROFT ROAD  
STIRLING  
FK8 1PF

**Drawing Title**

### LOCATION PLAN

A4

Date  
06.08.14

Stage

Scale

## PLANNING

1 : 1250

Org No

WG

1056\_100

Check

Suite 3, 3rd Floor, Merlin House,  
Mossland Road, Glasgow G52 4XZ  
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E. [admin@youngandjaguit.co.uk](mailto:admin@youngandjaguit.co.uk)  
[www.youngandjaguit.co.uk](http://www.youngandjaguit.co.uk)

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