



Registration of a Charge

Company Name: **MILLER HOMES LIMITED**

Company Number: **SC255429**



Received for filing in Electronic Format on the: **25/05/2023**

XC4A1K5K

Details of Charge

Date of creation: **22/05/2023**

Charge code: **SC25 5429 0409**

Persons entitled: **BENJAMIN HUGH CADELL
RUTH ELIZABETH HERBERT
KAREN LINDA CADELL
JOHN MOUBRAY CADELL**

There are more than four persons entitled to the charge.

Brief description: **ALL AND WHOLE THAT AREA OF GROUND AT DRUM FARM SOUTH,
BO'NESS SHOWN COLOURED ORANGE ON THE PLAN ANNEXED TO THE
STANDARD SECURITY BEING THE SUBJECT OF THIS FORM.**

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:

ALASDAIR SUTHERLAND



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 255429

Charge code: SC25 5429 0409

The Registrar of Companies for Scotland hereby certifies that a charge dated 22nd May 2023 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th May 2023 .

Given at Companies House, Edinburgh on 25th May 2023

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

Miller Homes Limited

In favour of

The Cadells

relating to subjects at Drum Farm South, Bo'ness

Certified true copy of original document, save for the information
redacted pursuant to section 859G of the Companies Act 2006.

For and on behalf of Burness Paull LLP

A handwritten signature in black ink, appearing to read 'A. Burns', is written over a light grey, dotted rectangular background.

WE, **Miller Homes Limited**, incorporated under the Companies Acts (Registered Number SC255429) and having its Registered Office at Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH, (the **“Grantor”**) considering that (a) we have entered into missives between us the Grantor and (first) Benjamin Hugh Cadell, residing formerly at Bonnytoun Farm, Linlithgow, EH49 7LP, and now at 3 Blinkbonny Grove West, Edinburgh, EH4 3HJ; (second) Ruth Elizabeth Herbert (formerly Ruth Cadell), residing formerly at Bonnytoun Farm, Linlithgow, EH49 7LP, and now at 14 St John's Avenue, Linlithgow, West Lothian, EH49 7DU; (third) Karen Linda Cadell residing at Grange, Linlithgow, EH49 7RH; (fourth) John Moubray Cadell residing at Grange, Linlithgow, EH49 7RH; and (fifth) Patrick Alexander Cadell residing formerly at 144 Glenalmond Avenue, Cambridge, CB2 8DH, and then at 8 Robins Court, 134 Petersham Road, Richmond, Surrey TW10 6TZ, and now at Old Airngath Riding Stables, Linlithgow, EH49 7RH, (who and whose successors and assignees are hereinafter referred to as the **“Creditor”**) which missives are constituted by an offer by Burness Paull LLP on behalf of the Grantor dated 12 May 2023 (hereinafter referred to as the **“Offer”**), and acceptance thereof by Shepherd & Wedderburn LLP on behalf of the Grantor dated 12 May 2023 (such missives, as the same may from time to time be amended, being hereinafter collectively referred to as the **“Missives”**): Now in security of payment by the Grantor to the Creditor of any sums due or to become due by the Grantor to the Creditor in terms of Clause 5.1.1(b) of the Missives DO GRANT a Standard Security in favour of the Creditor over ALL and WHOLE that area of ground at Drum Farm South, Bo’Ness shown coloured orange on the plan annexed and signed as relative hereto (the said area of ground being hereinafter referred to as the **“Site”**), which subjects form part and portion of (first) ALL and WHOLE the 12/21 share of pro indiviso ownership of the area of ground registered in the Land Register of Scotland under Title Number WLN49938 and being the interest registered in the Land Register of Scotland under Title Number WLN49938 and (second) ALL and WHOLE the 9/21 share of pro indiviso ownership of the subjects currently registered in the Register of Sasines and being known now or formerly as Drum Farm, Bo’ness, situated for the purpose of registration of writs in the County of West Lothian, as more particularly described in and disposed by and shown outlined in pink on the plan annexed and signed as relative to the Disposition by William Archibald Cadell in favour of himself, Mrs Mary Jean Cadell, John Moubray Cadell, Patrick Alexander Cadell and Benjamin Hugh Cadell, dated Second and recorded in the Division of the General Register of Sasines for the County of West Lothian on Fourth, both days of July Nineteen hundred and Ninety (the Site forming part and portion of the larger area shown delineated in red on the Plan, which larger area is currently undergoing registration in the Land Register of Scotland by virtue of a Disposition by the Creditor in favour of the Grantor dated 27 April 2023, and is herein referred to as the **“Development”**); Together with by way of inclusion and not exception the whole parts, privileges and pertinents thereof and the Grantor’s whole respective right, title and interest present and future in and to the Site and the rights and others set out in the Deed of Conditions by the said Benjamin Hugh Cadell, Ruth Elizabeth Cadell or Herbert, Karen Linda Cadell, John Moubray Cadell and Patrick Alexander Cadell, dated on or around the date hereof and registered or to be registered in the Land Register; The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 (the **“Act”**) and any lawful variations thereof operative for the time being shall apply under declaration 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 the Grantor grants warrandice: and the Grantor consents to registration hereof for preservation and execution IN WITNESS WHEREOF these presents consisting of this and the preceding page together with the schedule and plan annexed hereto are executed as follows:

SUBSCRIBED for and on behalf of the said Miller Homes Limited

at EDINBURGH

on 18 APRIL 2023

by

JULIE JACKSON

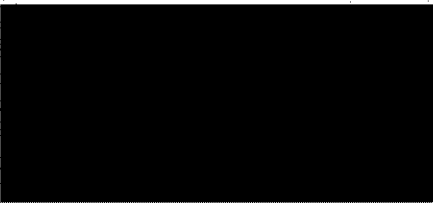
Print Full name

before this witness:

JOYCE GRAHAM

Print Full Name

Address:



DIRECTOR



Witness

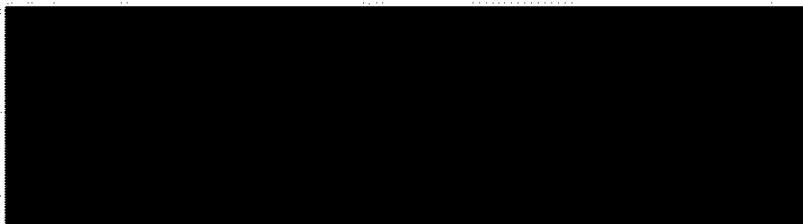
This is the Schedule of Variations referred to in the foregoing Standard Security granted by Miller Homes Limited in favour of Benjamin Hugh Cadell and others in relation to ground at Drum Farm South, Bo'ness

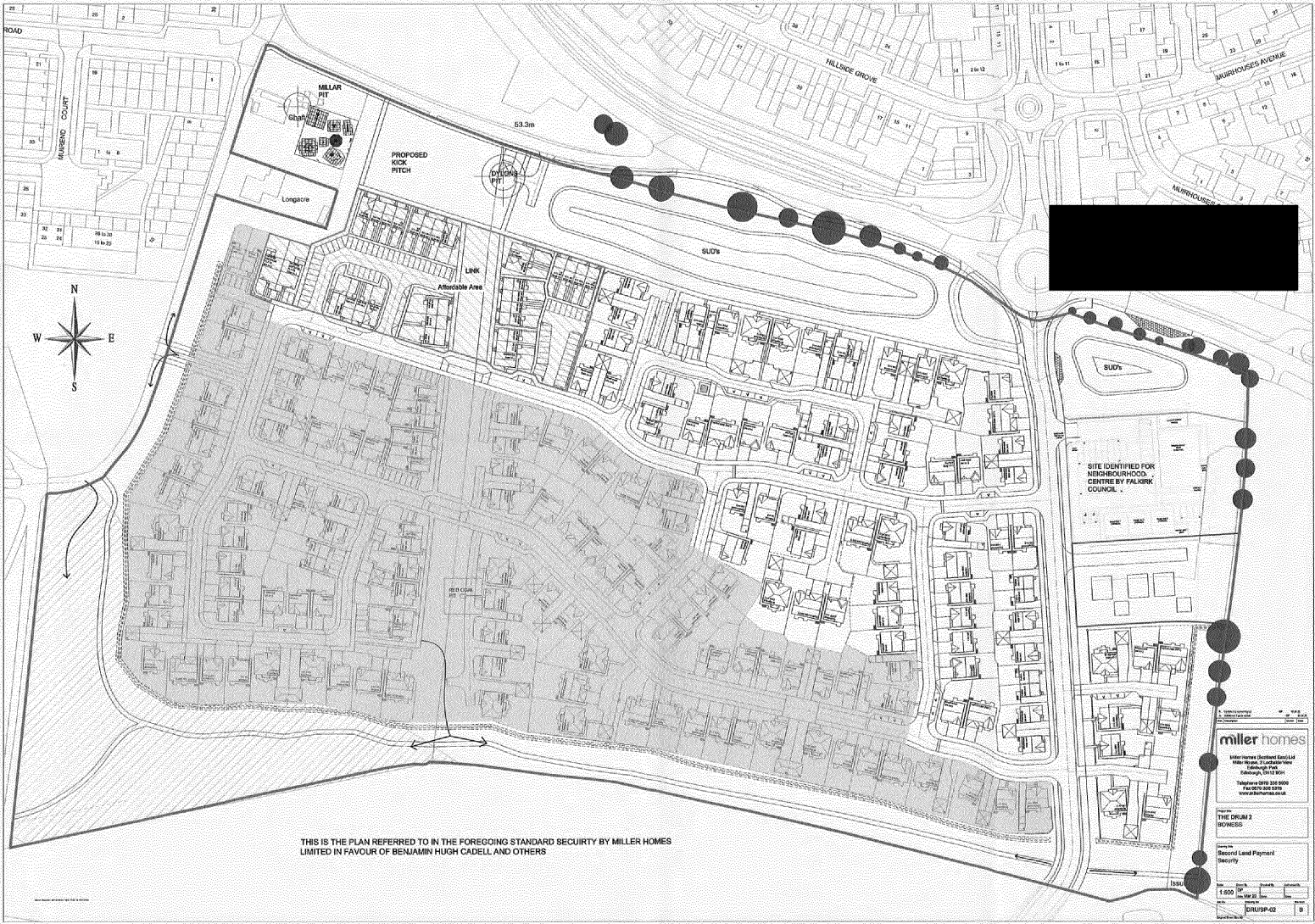
SCHEDULE

- 1 Standard Conditions 1, 2, 3, 4, 5 and 7 shall be delete and shall not apply.
- 2 Standard Condition 12 shall be varied so that the Grantor and the Creditor will meet their own expenses in connection with the preparation, restriction and discharge of, this Standard Security but declaring that the Creditor will be responsible for the dues of registering this Standard Security and Grantor will be responsible for the dues of registering any restriction or discharge hereof;
- 3 The Grantor shall not be entitled to grant any security or charge over the Site ranking prior to or pari passu with this Standard Security. The Grantor shall be entitled at any time during the continuance of the Standard Security to create a security or charge over the Site ranking subsequent to the Standard Security. On reasonable request by the Grantor the Creditor shall enter into a ranking agreement in terms to be agreed between the Grantor and the Creditor, both parties to act reasonably, to document the ranking of this Standard Security.
- 4 The Grantor shall at any time during the continuance of the Standard Security be entitled to grant, vary, and/or discharge deeds of conditions or other real rights, servitudes and wayleaves in respect of the Development (or any part or parts thereof) (whether by separate deed or in gremio of any disposition) and that without any requirement to obtain the consent of the Creditor.
- 5 The Grantor shall be entitled at any time during the continuance of the Standard Security to enter into, vary, and/or discharge 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 Site and/or the Development and which are required to facilitate, or as a precondition to the grant of any of the consents required for, development of the Site or the Development and any adjacent subjects owned by the Grantor and that without any requirement to obtain the consent of the Creditor.
- 6 The Grantor shall be entitled at any time during the continuance of the Standard Security to construct buildings, road and infrastructure, install services, to develop and alter the Site, and carry out any other works in, on, over or through the Site pursuant to the development of the Development and that without any requirement to obtain the consent of the Creditor.
- 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 Missives.
- 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.





THIS IS THE PLAN REFERRED TO IN THE FOREGOING STANDARD SECURITY BY MILLER HOMES LIMITED IN FAVOUR OF BENJAMIN HUGH CADELL AND OTHERS

miller homes
Miller Homes (Scotland) Ltd
1000 North Calder Road
Edinburgh, EH12 8JH
Telephone 0131 338 8800
Fax 0131 338 8810
www.millerhomes.co.uk

**THE DRUM 2
BONNESS**

Second Land Payment
Security

Scale 1:500
Date 10/10/22
Sheet 1 of 1
DWLSP-02