



**Registration of a Charge**

Company Name: **MILLER HOMES LIMITED**

Company Number: **SC255429**



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Received for filing in Electronic Format on the: **10/01/2024**

**Details of Charge**

Date of creation: **21/12/2023**

Charge code: **SC25 5429 0417**

Persons entitled: **SIGLION DEVELOPMENTS LLP**

Brief description: **LAND AND BUILDINGS LYING TO THE WEST OF HALL FARM ROAD,  
SUNDERLAND**

**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: **SAUDAT CHOWE**



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

Company number: 255429

Charge code: SC25 5429 0417

The Registrar of Companies for Scotland hereby certifies that a charge dated 21st December 2023 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th January 2024 .

Given at Companies House, Edinburgh on 10th January 2024

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

Dated 21 December 2023

**Siglion Developments LLP**

**and**

**Miller Homes Limited**

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**Legal Charge relating to land known as part of  
Phase 4 at Potters Hill, Chapelgarth, Sunderland**

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**Land Registry**

**Land Registration Acts**

**First Legal Charge of Part**

Title Number

County and District : Tyne and Wear: Sunderland

Property : Land and buildings lying to the west of Hall Farm Road, Sunderland

Dated : 21 December 2023

This Legal Charge is made between:

- (1) **Sigllon Developments LLP** (CRN: OC394705) whose registered office is at City Hall, Plater Way, Sunderland, SR1 3AA ("the Chargee")
- (2) **Miller Homes Limited** (company number SC255429) whose registered office is Miller House, 2 Lochside View, Edinburgh Park, Edinburgh, EH12 9DH ("the Borrower")

1. **Definitions and Interpretation**

1.1. In this Legal Charge the following definitions shall have the following meanings:

"Act of Circumvention" any act or omission the principal purpose or purposes of which is or are to avoid any payment or the terms of this Charge

"Agreement" the agreement dated 21 December 2023 and made between (1) the Chargee and (2) the Borrower

"Deferred Sum" the Second Instalment as defined in the Agreement

"Deferred Sum Date" 20 December 2023

"Disposal" a freehold transfer or grant of lease which is not a Permitted Disposal

"Infrastructure Agreement" any agreement and/or deed or other instrument which is required by the Borrower in connection with the development of the Property and is:

- (a) expressed to be made pursuant to any of Section 87 of the New Roads and Street Works Act 1991, Sections 24, 25, 38, 184 and/or 278 of the Highways Act 1980 and Sections

98,102 and/or 104 of the Water Industry Act 1991 and any provision to similar intent; and/or

- (b) made with the local water authority or other appropriate authority or service supplier or other person in respect of infrastructure works or the water supply to or drainage or discharge of surface water and/or foul water from the Property (with or without other land)

**"Letter of Consent"**

a letter issued by the Chargee and addressed to the Borrower and Land Registry (and in such form as the Borrower shall reasonably require) confirming consent by the Chargee to disposals pursuant to this Legal Charge and/or consent to disposals and/or grant of easements and similar outside of the part(s) of the Property subject to this legal charge from time to time where said disposals grant rights over the Property secured by this legal charge

**"Permitted Disposal"**

any of the following disposals:

- (a) any lease or transfer or deed of easement or similar to a utility company or other person(s) for the purposes of providing services for the benefit of the Property;
- (b) any occupational licence in relation to the whole or any part of the Property which does not create a relationship of landlord and tenant between the licensor and licensee;
- (c) the grant of security;
- (d) a disposal of part of the Property for highway purposes;
- (e) a disposal of part of the Property to a local authority or other body pursuant to a planning obligation within a planning agreement or a condition of a planning agreement;
- (f) a disposal of part of the Property to a management company of amenity or shared areas for the maintenance of

such areas in the interests of good estate management;

- (g) the grant of a lease over the whole or any part of the Property at an open market rent without taking a premium for a term of 10 years or less;

"Plan"

the plan attached hereto

"Property"

shown edged and shaded blue on the Plan

"the Secured Sum"

the Deferred Sum

"the Title Number"

means the Title Number allocated to the Property by the Land Registry

"Working Day"

any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a Statutory Bank Holiday

- 1.2. References to the Borrower include references to their successors in title to the whole or any part of the Property.
- 1.3. If the expression the "Borrower" includes more than one person it shall be construed as referring to all and/or any one or more of those persons and the obligations of the Borrower shall be joint and several. None of the persons included in the expression the "Borrower" shall as against the Chargee be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness or liabilities of any of the other persons included in the expression "the Borrower".

2. **Recitals**

In consideration of the deferment of the Deferred Sum by the Chargee the Borrower has agreed to charge the Property by way of legal mortgage to the Chargee in order to secure payment of the Secured Sum.

3. **Covenant to Pay**

The Borrower covenants that it will pay or discharge to the Chargee the Deferred Sum in accordance with the provisions of the Agreement no later than the Deferred Sum Date.

4. **Charge**

The Borrower hereby charges by way of first legal mortgage to the Chargee as security for the payment of the Secured Sum the Property with full title guarantee.

5. **Borrower's Covenants**

The Borrower hereby covenants with the Chargee:

- 5.1. to observe and perform the obligations imposed on the Borrower by this Charge.







William Morris Limited - 1500 East Boston

### 3.2.3 Short Fox Way

CRICKET SQUARE PARK,  
Newcastle Upon Tyne, NE27 6QJ

Telephone 0870 336 4100  
www.ridderhofman.co.uk

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Tape of Garth P-4

[illegible][illegible]

**Goal Charge Plan**

1000

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[illegible]

Class	Place	Points	Remarks
Country No.			

7200	Legal/Charge	-
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- 5.2. to comply forthwith in all respects with the requirements of every Act of Parliament and every notice or order direction licence consent or permission given or made so far as it relates to or affects the Property or any part thereof or the user thereof; and
- 5.3. not without the Chargee's consent to effect any Disposal of or otherwise to encumber the Property other than in accordance with Schedule 1 of this Charge provided that this will not prevent the Borrower from entering into an agreement for Disposal without consent from the Chargee.

6. **Chargee Covenants**

The Chargee shall observe and perform its obligations set out in Schedule 1.

7. **Application to Register a Restriction**

The Borrower hereby applies to the Land Registry for the registration of the following restriction in the Proprietorship Register to the Property:

"No transfer or lease of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a certificate signed by Siglion Developments LLP of City Hall, Plater Way, Sunderland, SR1 3AA or their conveyancer that the provisions of this charge have been complied with or that they do not apply to the disposition".

8. **Declarations**

The parties agree that:

- 8.1. Section 103 of the Law of Property Act 1925 shall not apply to this Legal Charge and in the event of breach of the covenants and conditions on the Borrower's part contained in this Legal Charge this security shall become enforceable and the powers of enforcement given to the Chargee by statute and this Legal Charge shall become immediately exercisable without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise with respect to the whole or any part of the Property.
- 8.2. Section 93 of the Law of Property Act (restricting the Chargee's right of consolidation) shall not apply to this Legal Charge.
- 8.3. The statutory powers conferred by section 99 of the Law of Property Act 1925 do not apply to this Charge.
- 8.4. Notwithstanding anything contained in this deed the Borrower may upon giving one month's previous notice in writing to the Chargee of his intention repay the whole or part of the balance of the Principal Sum then remaining unpaid to the Chargee and the Chargee will accept the same and discharge this security.

9. **Good Faith/Acts Of Circumvention**

- 9.1. The Chargee and the Borrower will each act in good faith towards the other in relation to the provisions of this Legal Charge.

- 9.2. The Borrower shall not enter into any Act of Circumvention and shall not assist, cause, permit or suffer any other person to enter into or make arrangements for the entering into of any Act of Circumvention.
- 9.3. Following receipt of the Secured Sum the Chargee shall at its own cost and forthwith upon request (and in any event within 21 days of receipt of written request) by the Borrower discharge this security and duly execute and deliver such land registry forms (currently DS3 and RX4) to give effect to the same and to remove this Legal Charge and any restriction on title from the charges register to the Property.

10. **Execution**

The parties have executed this deed as a deed but not delivered it until the day and year first before written.

## Schedule 1 – Release

### 1. Release

- 1.1. The Chargee shall at its own cost and forthwith upon request (and in any event within 21 days of receipt of written request) by the Borrower:
  - 1.1.1. execute, deliver and unequivocally release to the Borrower any Letter of Consent in such form as the Borrower reasonably requires;
  - 1.1.2. execute, enter into, deliver and unequivocally release to the Borrower any agreement and/or deed or other instrument reasonably required in such form as is acceptable to the Chargee (acting reasonably) to give effect to a Permitted Disposal;
  - 1.1.3. execute, enter into, deliver and unequivocally release as to the Borrower any Infrastructure Agreement in such form as is acceptable to the Chargee (acting reasonably).
- 1.2. The Chargee shall at its own cost and forthwith upon request (and in any event within 21 days of written request) by the Borrower execute, deliver and (subject to the proviso's at paragraph (a) – (d) inclusive below) unequivocally release to the Borrower land registry forms (currently DS3 and RX4) to give effect to a discharge of this Legal Charge by way of payment of the Deferred Sum AND FOR THE AVOIDANCE OF DOUBT the Borrower shall be entitled to make its request pursuant to paragraph 1.2 of this Schedule 1 at any time prior to payment of the Second Instalment as defined in the Sale Agreement and the Chargee shall execute and deliver to the Borrower said forms in accordance with this paragraph 1.2 of this Schedule 1 subject to the Borrower having first issued to the Chargee a solicitors undertaking (in such form as the Chargee requires, acting reasonably) confirming that said forms will only be unequivocally completed and released following payment of the Second Instalment.

### 2. Chargee's Obligations

- 2.1. so long as the Borrower shall pay to the Chargee the Secured Sum due in accordance with this deed in the manner prescribed the Chargee will not enforce this security; and
- 2.2. the Chargee will upon receipt from the Borrower of all of the Secured Sum provided for in accordance with this deed duly discharge this security in respect of the Property.

SIGNED as a DEED by  
PHILLIP DUNN as  
attorney for SIGLION  
DEVELOPMENTS LLP  
under a power of  
attorney dated 4 January  
2023 in the presence of:

.....  
Phillip Dunn, as attorney  
for Siglion Developments  
LLP

.....  
Signature of witness

.....  
Name of witness

.....  
Address of witness

.....  
Occupation of witness

EXECUTED (but not delivered until the date hereof) as a DEED by  
MILLER HOMES LIMITED acting by a director, in the presence of:

.....  
DIRECTOR

WITNESS

Signature: .....

Name: .....

Address: .....

Occupation: .....