



Registration of a Charge

Company Name: **MILLER HOMES LIMITED**

Company Number: **SC255429**



Received for filing in Electronic Format on the: **02/04/2024**

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Details of Charge

Date of creation: **28/03/2024**

Charge code: **SC25 5429 0421**

Persons entitled: **CAROLYN MARY LIFFORD**

Brief description: **LAND ADJOINING HAWTHORNS, BELLS PIECE, FARNHAM, SURREY, GU9 9RL**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **PHILLIPS SOLICITORS LIMITED**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 255429

Charge code: SC25 5429 0421

The Registrar of Companies for Scotland hereby certifies that a charge dated 28th March 2024 and created by MILLER HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd April 2024 .

Given at Companies House, Edinburgh on 2nd April 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

28th March 2024

CAROLYN MARY LIFFORD

-and-

MILLER HOMES LIMITED

LEGAL CHARGE

IN RESPECT OF

LAND ADJOINING HAWTHORNS
BELLS PIECE
FARNHAM
SURREY GU9 9RL

Phillips Law

TOWN GATE
38 LONDON STREET
BASINGSTOKE
HAMPSHIRE
RG21 7NY

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THIS LEGAL CHARGE IS MADE ON

28th March

2024

BETWEEN

- (1) **CAROLYN MARY LIFFORD** of 103 Weybourne Road, Farnham, Surrey GU9 9EZ (**the Chargee**);
and
- (2) **MILLER HOMES LIMITED (CRN SC255429)** whose registered office is at Miller House, 2
Lochside View, Edinburgh Park, Midlothian, Scotland EH12 9DH (**the Owner**).

BACKGROUND

1. By the terms of the Agreement (defined in clause 1.1) the Owner agreed to purchase the Property (defined in clause 1.1) subject to obligations to make payment of the deferred consideration.
2. It was agreed by the parties to the Agreement that this Deed would be executed by the Owner in order to secure payment of the deferred sum agreed to be paid by the Owner under the terms of the Agreement.
3. The parties intend insofar as such payment can be secured by way of legal mortgage that such payments will be so secured under the terms of this Deed but insofar as they cannot be so secured that they will be secured by way of an equitable charge.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

In this Deed:

- 1.1 the following words and expressions shall have the following meanings unless otherwise stated:

Act of Insolvency : any of the following:

- a. the Owner suspends payment of its debts or is unable to pay its debts as they fall due or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- b. an order is made for the winding up of the Owner other than for the sole purpose of a scheme for a solvent amalgamation of the Owner with one or more other companies or the solvent reconstruction of the Owner;
- c. an order is made for the appointment of an administrator over the Owner;
- d. the holder of a qualifying floating charge over the assets of the Owner appoints an administrative receiver;

- e. the Owner is struck off from the Register of Companies; or
- f. the Owner otherwise ceases to exist.

Agreement : an agreement dated the 15th day of March 2024 and made (inter alia) between the Chargee, Enabling Land Limited and the Owner in relation to the Property as may be varied from time to time.

Disposal : any sale or transfer or assent or a lease for a term in excess of 21 years and **Dispose** shall be interpreted accordingly.

Estate The freehold land registered at the Land Registry with title absolute under title nos. SY483446 and SY875087 ;

Exempt Disposal : any of the following:

- a. any Disposal or the grant of any easement or wayleave for the siting of an electricity substation gas governor pumping station road or other similar service facility or the grant of any easements or rights in favour of any statutory undertaking, utility company, local authority or similar body for the provision and adoption of services sewers or other infrastructure;
- b. the dedication/adoption and/or Disposal of any parts of the Property and/or the grant of rights or easements to the highway or other competent authority for roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works in relation to the adoption of such roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works including any agreement made under sections 38 or 278 Highways Act 1980; and/or
- c. the grant of a legal and/or equitable charge over the Property or any part or parts of it and/or
- d. any Disposal of a constructed and completed residential dwelling ;
- e. any Disposal of affordable housing dwellings along with associated land (which for the avoidance of doubt shall include buildings constructed to golden brick stage or beyond) to a registered provider as defined in the Housing and Regeneration Act 2008 or to any other affordable housing provider; or

- f. the sale of the freehold or leasehold reversion of more than one residential dwelling which have been fully built out and which has been sold or leased on a long leasehold basis or otherwise .

Interest	: interest at 4% above the base rate from time to time of National Westminster Bank plc calculated on a daily basis during the period beginning on the first day on which the relevant sum is due and ending on the date on which the payment is made whether before or after any judgment and compounded on the usual quarter days.
Principal Sum	: ONE MILLION SEVEN HUNDRED AND SEVENTY NINE THOUSAND POUNDS (£1,779,000.00);
Property	: the freehold land registered at the Land Registry with title absolute under title nos. SY483446 and SY875087 as is shown edged red on the plan attached to this charge;
Service Media	all pipes, gutters, drains, sewers, wires, cables and related apparatus to carry Services;
Services	water, gas, electricity, surface and foul drainage, waste and telecommunications;
Working Day	: any day which is not a Saturday or Sunday Christmas Day Good Friday or a statutory bank holiday.
Works Agreement	all or any of the following as the case may be: <p>(a) an agreement in respect of and affecting the Property (whether or not also affecting other property) pursuant to section 33 Local Government Miscellaneous Provisions) Act 1982 and/or section 111 Local Government Act 1972 and/or section(s) 38 and/or 278 Highways Act 1980 and/or section 104 Water Industry Act 1991 or any provision to similar intent or an agreement with a water undertaker or a sewerage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an Internal Drainage Board (within the meaning of the Water Resources Act 1991 or the Land Drainage Act 1991) or other appropriate authority as to water supply or drainage of surface and/or foul water from the Property or an agreement with any competent authority or body relating to other services; and/or</p> <p>(b) a planning obligation (whether entered into by agreement or otherwise) in respect of and affecting the Property (whether or not also affecting other property) pursuant to Section 106 of the Town and County Planning Act 1990.</p>

- 1.2 Obligations expressed to be made or assumed by a party comprising more than one person are made and are to be construed as made by all such persons jointly and severally.
- 1.3 Words denoting one gender include the other genders and words denoting persons include firms and corporations and vice versa.
- 1.4 Words importing the singular number include the plural and vice versa.
- 1.5 Clause paragraph and schedule headings are not to affect interpretation.
- 1.6 Any obligation on any party not to do or omit to do anything includes an obligation not to allow that thing to be done or omitted to be done by any employee servant agent consultant or other person acting on that party's behalf or under that party's control.
- 1.7 Unless the context otherwise requires a reference to a clause or to a Schedule is a reference to the relevant clause in or Schedule to this Deed and a reference to a paragraph of a Schedule is a reference to the relevant paragraph of that Schedule.
- 1.8 Any references to "liability" include where the context allows claims demands proceedings damages loss costs and expenses.
- 1.9 Any references to any statutes or statutory instruments include any statute or statutory instrument amending consolidating or replacing them respectively from time to time in force and references to a statute include statutory instruments and regulations made pursuant to it.
- 1.10 If any provision of this Deed is held to be invalid or unenforceable then such provision will (so far as invalid or unenforceable) be given no effect and is deemed not to be included in this Deed but without invalidating any of the remaining provisions of this Deed.

2. COVENANT TO PAY

- 2.1 The Owner covenants with the Chargee to pay:
 - 2.1.1 the Principal Sum to the Chargee on or before the payment date and in the manner set out in and pursuant to the terms of the Agreement; and
 - 2.1.2 if the Owner fails to make any payment due under this Deed on the due date for payment, Interest on that sum or the part of it from time to time outstanding.

3. CHARGE

- 3.1 The Owner with full title guarantee charges the Property by way of a first legal mortgage.
- 3.2 It is agreed that this legal charge is intended to be the sole security which is held by the Chargee over the Property for the Principal Sum and that the Chargee will not take or exercise any other security (including any lien) over the Property unless the Owner and the Chargee expressly agree otherwise in writing.

4. DISPOSALS

4.1 The Owner covenants with the Chargee not to make any Disposal other than an Exempt Disposal of the whole or part of the Property without a consent in writing signed by the Chargee.

4.2 The Owner consents to an application being made by the Chargee to the Land Registrar for the following restriction to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by a conveyancer that the provisions of clause 4.1 of a legal charge dated the 28th day of March 2024 and made between Carolyn Mary Lifford (1) Miller Homes Limited (2) have been complied with or that they do not apply to the disposition."

4.3 The Chargee will within 10 Working Days of written request return to the Owner properly executed forms DS3 and RX4 prepared by or on behalf of the Owner in respect of any part of the Property that is subject to an Exempt Disposal.

4.4 If the Chargee fails to comply with its obligations in clause 4.3 within 20 Working Days, the Chargee hereby irrevocably appoints the Owner her attorney by way of security to execute the relevant forms DS3 and RX4.

4.5 On receipt of the Principal Sum the Chargee will immediately apply to the Land Registry to remove the restriction in clause 4.2 and issue to the Owner a DS1 to discharge the Legal Charge.

5. FURTHER COVENANTS

5.1 The Owner further covenants with the Chargee:

5.1.1 within 5 Working Days of a written demand to repay to the Chargee all monies costs charges and expenses properly paid or incurred by the Chargee in relation to the enforcement of the security created by this Deed;

5.1.2 to comply with all obligations covenants conditions restrictions and stipulations affecting or attaching to the Property (so far as the same are still subsisting and capable of being enforced);

5.1.3 duly and punctually pay all rates taxes and outgoings relating to the Property;

5.1.4 to comply with all obligations relating to the Property imposed by any present or future statute or any statutory instrument regulation or order made under it or imposed by any statutory public local or other authority and any court of law and any government department; and

5.1.5 to observe and perform all obligations on the part of the Owner contained and referred to in the Agreement in so far as the same shall remain to be complied with.

6. POWER OF SALE ETC.

6.1 The power of sale and leasing conferred by virtue of this Deed is immediately exercisable by the Chargee without notice at any time or times after the happening of any of the following events:

6.1.1 the Owner is in breach of its covenants or obligations under clause 2.1.1 of this Deed; or

6.1.2 an Act of Insolvency occurs.

6.2 Any receiver appointed by the Chargee under the power conferred by virtue of this Deed in respect of the Property has as attorney for the Owner and in addition to any other powers conferred on it full power:

6.2.1 to sell the Property on such terms as the receiver thinks fit;

6.2.2 to grant options to sell the Property on such terms and in such circumstances as the receiver thinks fit;

6.2.3 to grant any lease or tenancy of the Property for such term or terms of years and at such rent or premium and generally on such terms as the receiver thinks fit;

6.2.4 to accept the surrender of any lease or tenancy on such terms as the receiver thinks fit;

6.2.5 to enter upon and take possession of the Property and to repair decorate alter improve add to or develop it and to complete any development or building on it which may have commenced;

6.2.6 to manage carry on or concur in carrying on at the Property any trade or business whatsoever and for that purpose to enter into and perform such contracts and arrangements and incur such obligations as the receiver thinks fit;

6.2.7 to compromise or settle any claim or claims relating to the Property and to determine or pay any compensation or any other sums which any tenant or occupier of the Property may be entitled to receive and to apply any compensation received in respect of the Property in or towards the discharge of the Principal Sum;

6.2.8 to employ such persons as the receiver thinks fit for any of the foregoing purposes and to apply for and obtain such approvals permissions consents and licences and to enter into and perform such contracts and arrangements to purchase such materials and to incur such obligations as the receiver thinks fit;

6.2.9 to raise or borrow from any person and to secure payment of money (whether or not in priority to the Principal Sum) for any of the foregoing purposes in such manner as the receiver thinks fit; and

6.2.10 to do all such other acts and things as may in the opinion of the receiver be necessary or desirable in connection with any of the foregoing powers.

6.3 All sums expended by the receiver in pursuance of the powers conferred on it by this Deed will on demand be repaid by the Owner and will be paid together with Interest.

6.4 Any receiver appointed in relation to this Deed is the agent of the Owner. The Owner is solely responsible for the receiver's acts defaults and remuneration. The Chargee and the receiver are entitled to be indemnified by the Owner in respect of all liability suffered or incurred directly or indirectly by either of them in the execution of any powers authorities or discretions vested in either or both of them or in respect of any matter or thing done or omitted to be done in relation to the Property.

7. TRUST POWERS

7.1 The Owner declares that as and when the security created by this Deed is enforceable the Owner will hold the Property (subject to its rights of redemption) upon trust to convey assign or otherwise deal with the Property in such manner and in favour of such person as the Chargee directs.

7.2 Insofar as the Property is charged by way of equitable mortgage the Owner declares that it holds the Property on trust so that the Chargee will have such powers of sale and leasing as the Chargee would have had under a charge by way of legal mortgage but subject thereto to hold the Property for the Owner in trust for itself absolutely and beneficially.

7.3 The Owner declares that it is lawful for the Chargee by deed to appoint a new trustee or trustees of the Property whether in addition to or in substitution for the Owner as if the Owner wished to be discharged from the trust or in place of any trustee or trustees as if he or they were dead.

8. WORKS AGREEMENTS

8.1 The Chargee shall within 10 Working Days of written request consent to and join in any Works Agreement and shall release from this legal charge such parts of the Property as are required to procure the adoption, dedication or transfer of any land required under the Works Agreement or for the provision of infrastructure on the Property or for the grant of planning permission for the development of the Property and the Owner shall pay the Chargees reasonable costs and indemnify the Chargee from and against all costs, expenses and other liabilities whatsoever arising under any such Works Agreement.

8.2 If the Chargee fails to comply with its obligations in clause 4.3 the Chargee within 20 Working Days of written request hereby irrevocably appoints the Owner its attorney by way of security to execute the relevant Works Agreement.

9. GRANT OF EASEMENTS

9.1 On any sale of the Property or any part of it by the Chargee pursuant to the powers conferred by this legal charge, the Owner will (at its own cost) on demand promptly enter into such deed of easement as the Chargee reasonably requires to grant to the purchaser or other disponent the rights set out in Schedule 1 and such other rights as may reasonably be required for the beneficial use and enjoyment of the Property (including but not limited to use for residential development) and the Owner will (at its own cost) on demand enter into such adoption agreements and deeds of easements as the Chargee or the relevant utilities supplier may require in respect of the Services.

- 9.2 If when the Chargee requires the Owner to comply with its obligations in clause 9.1, the Owner requires rights over the Property for the benefit of the Estate or any part of it, the Chargee will (at the Chargee's cost) enter in such deed of easement and adoption agreements as the Owner or its successors in title or the relevant utilities suppliers may reasonably require for the beneficial use (including but not limited to use for residential development) and enjoyment of the Estate and every part of it.

10. NOTICES

- 10.1 All notices under this Deed must be in writing.
- 10.2 Unless the receiving party acknowledges receipt a notice is valid only if it is given by hand sent by special or recorded delivery or sent by fax (provided in the case of sending by fax the fax is properly addressed and transmitted as evidenced by a fax delivery report) and served:
- 10.2.1 at its registered office where the receiving party is a company incorporated in the United Kingdom; or
 - 10.2.2 where the receiving party is the Owner at the Property; or
 - 10.2.3 where the receiving party is the Chargee at that party's address shown in this Deed or at an address specified in a notice given by that party to the other.
- 10.3 Unless it is returned through the postal service undelivered a notice sent by special delivery or recorded delivery is to be treated as served on the third working day after posting whenever (and whether or not) it is received.
- 10.4 A notice sent by fax is to be treated as served on the day on which it is sent unless the fax is sent after 4.00pm or sent on a day that is not a working day in which case service is on the next working day.

11. THIRD PARTY RIGHTS

Save as expressly provided none of the provisions of this Deed are intended to or will operate to confer any benefit (pursuant to the Contracts (Rights of Third Parties) Act 1999) on a person who is not named as a party to it.

12. GOVERNING LAW

- 12.1 This Deed is governed by and construed in accordance with the laws of England and Wales.
- 12.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this Deed or the legal relationships established by this Deed.
- 12.3 Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this Deed being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1


Rights

The following rights over the Estate in common with the Owner and all others who have such or similar rights:

- 1.1 a pedestrian and vehicular right of way over the Estate at all times and for all purposes to gain access to and from the Property from Hale Road, provided that the Owner (acting reasonably) may from time to time prescribe the route or routes over which the right is to be exercised;
- 1.2 to enter the Estate to make connections to the Service Media in the Estate and to install additional Service Media in the Estate;
- 1.3 to the supply of Services to and from the Property by means of the Service Media in the Estate;
- 1.4 to enter the Estate to build on, inspect, repair, maintain, renew and replace the Property and the Service Media;
- 1.5 to keep and use any eaves, roofs, gutters, spouts, downpipes, chimneys, foundations and anything similar incidental to any building erected on the Property which overhang or protrude beneath the Estate;
- 1.6 of support and protection afforded by the Estate for any building erected on the Property.
- 2 All rights to enter are subject to the following conditions:
 - 2.1 entry can only be exercised so far as and to the extent that the purpose for which the right is exercised cannot reasonably be undertaken without such entry;
 - 2.2 entry shall not be exercised over the curtilage of any residential units;
 - 2.3 entry can only be exercised at reasonable times of the day after giving reasonable prior written notice (except in an emergency when no notice shall be required);
 - 2.4 entry can be exercised with and without workmen and appliances if necessary;
 - 2.5 anyone exercising a right of entry must do as little damage as possible and must make good or pay compensation for any damage that is done as soon as reasonably possible;
 - 2.6 the route of any additional Service Media to be laid shall first be agreed by the Owner or (if different) the owner of the land through which it is to be laid (such agreement not to be unreasonably withheld or delayed).

**SIGNED as a Deed by the said
CAROLYN MARY LIFFORD**

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CAROLYN MARY LIFFORD

in the presence of:-

Witness Signature



Name

Jonathan R. Pender, LLB
Solicitor

Town Gate

38 London Street

Address

Basingstoke

Hampshire RG21 7NY

Occupation

EXECUTED as a Deed by)
MILLER HOMES LIMITED)
by a duly authorised signatory)

DIRECTOR

in the presence of:-

Witness Signature

Name

Address

Occupation