

# MR01

## Particulars of a charge



Companies House



Go online to file this information  
www.gov.uk/companieshouse

A fee is be payable with this form  
Please see 'How to pay' on the last page.

**What this form is for**  
You may use this form to register a charge created or evidenced by an instrument.

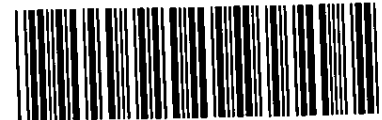
**What this form is NOT for**  
You may not use this form to register a charge where there is no instrument. Use form MR08

For further information, please refer to our guidance at:  
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. It must be scanned and placed on the public record. **Do not send the original.**

WEDNESDAY



\*S5XVYMAW\*  
SCT 11/01/2017 #46  
COMPANIES HOUSE

### 1 Company details

Company number	S	C	1	9	2	3	7	8
Company name in full	Greenbelt Group Limited							

35	For official use
→ <b>Filing in this form</b> Please complete in typescript or in bold black capitals.	
All fields are mandatory unless specified or indicated by *	

### 2 Charge creation date

Charge creation date	<sup>d</sup> 2	<sup>d</sup> 1	<sup>m</sup> 1	<sup>m</sup> 2	<sup>y</sup> 2	<sup>y</sup> 0	<sup>y</sup> 1	<sup>y</sup> 6
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### 3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name	Scotia Homes Limited
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below.

I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MRO1  
Particulars of a charge


<b>4</b>	<b>Brief description</b>	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".  Please limit the description to the available space.
Brief description	All and whole those areas of ground presently forming part of Kings Glen Inverness Estate, which areas of ground are shown shaded green on the plan annexed to the security and form part and portion of All and whole the subjects registered in the Land Register of Scotland under Title Number INV4911.	

<b>5</b>	<b>Other charge or fixed security</b>	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box.	
	<input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to <b>Section 7</b>	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input type="checkbox"/> Yes	

<b>7</b>	<b>Negative Pledge</b>	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.	
	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

<b>8</b>	<b>Trustee statement <sup>1</sup></b>	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.	<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).
	<input type="checkbox"/>	

<b>9</b>	<b>Signature</b>	
	Please sign the form here.	
Signature	Signature  JOHN DOUSIAS SMART, PARTNER, LEDINGHAM CHALMERS LLP	X
	This form must be signed by a person with an interest in the charge.	

MRO1

Particulars of a charge

 **Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Elisa Miller**

Company name **Ledingham Chalmers LLP**

Address **Kintail House**

**Beechwood Business Park**

Post town **Inverness**

County/Region

Postcode 

	I	V	2		3	B	W
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Country

DX

Telephone **01463 667400**

 **Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

 **Checklist**


**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- The company name and number match the information held on the public Register.
- You have included a certified copy of the instrument with this form.
- You have entered the date on which the charge was created.
- You have shown the names of persons entitled to the charge.
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- You have given a description in Section 4, if appropriate.
- You have signed the form.
- You have enclosed the correct fee.
- Please do not send the original instrument; it must be a certified copy.

 **Important information**

Please note that all information on this form will appear on the public record.

 **How to pay**

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

 **Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

 **Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

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

Company number: 192378

Charge code: SC19 2378 0035

The Registrar of Companies for Scotland hereby certifies that a charge dated 21st December 2016 and created by GREENBELT GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th January 2017.

Given at Companies House, Edinburgh on 16th January 2017



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

*This is a certified true  
copy.*

*Eisa Miller  
Solicitor.*

**STANDARD SECURITY**  
by  
**GREENBELT GROUP LIMITED**  
in favour of  
**SCOTIA HOMES LIMITED**

2016

Subjects: Kings Glen, Milton of Leys

ledingham|chalmers<sub>LLP</sub>

Kintail House, Beechwood Business Park, Inverness, IV2 3BW  
DX IN521009 Inverness 3; LP-1 Inverness 2  
Telephone: 01463 713071; Fax: 01463 713755

Ref: JSR/ARE/50105.3

We, GREENBELT GROUP LIMITED, a company incorporated under the Companies Acts (Company Number SC192378) and having our registered office at McCafferty House, 99 Firhill Road, Glasgow, HEREBY in security of all obligations undertaken to SCOTIA HOMES LIMITED, a company incorporated under the Companies Acts (Company Number SC141011) and having their registered office at 50 Lothian Road, Festival Square, Edinburgh, EH3 9WJ (hereinafter referred to as "Scotia") in terms of the missives between us and Scotia dated 17 and 22 December 2015 ("the Missives") a copy of which is annexed and executed with reference hereto and any subsequent agreement which either amends or is supplemental to the Missives for the purpose of this deed, HEREBY GRANT a Standard Security in favour of Scotia over ALL and WHOLE those areas of ground presently forming part of our Kings Glen Inverness Estate, which areas of ground are shown shaded green outlined on the plan annexed and executed as relative hereto (which plan is hereby declared to be taxative); TOGETHER WITH (One) the whole parts, privileges and pertinents thereof, the whole rights, common mutual and otherwise effeiring thereto, and (Two) our whole right title and interest in and to the subjects hereby secured; But Excluding from the subjects hereby secured (One) all walls, fences, hedges and the like dividing the said subjects from any dwellinghouses erected or to be erected on any neighbouring property; and (Two) any roads, footpaths, sewers, drains, culverts or other structures within, upon, under or ex adverso the said subjects; Which subjects hereby secured form part and portion of ALL and WHOLE the subjects registered in the Land Register of Scotland under Title Number INV4911; the Standard Conditions specified in Schedule 3 to the Conveyancing & Feudal Reform (Scotland) Act 1970 or any lawful variation thereof operative for the time being shall apply; And we grant warrandice; And we consent to registration hereof for execution: IN WITNESS WHEREOF these presents are, together with the missives and plan annexed hereto, executed on behalf of Greenbelt Group Limited by Alexander Middleton and Anne Shipton, both Directors at Glasgow on the 16th day of May Two Thousand and Sixteen.

*A Middleton*

*Anne Shipton*

SOLICITORS  
ESTATE AGENTS  
NOTARIES PUBLIC  
www.laurieandco.co.uk

# LAURIE & COMPANY

*These are the missives referred to in the foregoing Standard Security by Greenbelt Group Ltd in favour of Scotia Homes Ltd*

Greenbelt Group  
DX 561480  
GLASGOW

Our ref: AJN.LC  
Date: 17<sup>th</sup> December 2015

Dear Sirs,

## Scotia Homes Limited

On behalf of and instructed by our clients, Scotia Homes Limited, incorporated under the Companies Acts (SC141011) and having their registered office sometime at 28 Broad Street, Peterhead AB42 6BY and now at 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ and Scotia Homes (North) Limited, incorporated under the Companies Acts (SC189802) and having their registered office at Balmacassie, Ellon, Aberdeenshire (hereinafter referred to as "Scotia") we hereby undertake to grant Dispositions in your favour in terms of the Missives entered into by Scotia with yourselves in connection with Developments at Fairways at Muir of Ord, Priory Walk at Beauly, Denwell at Inch, Meadowview at Turriff and Townhead at Inverbervie, Kings Crest, Inverness, Kings Glen, Inverness and Admirals View, Culloden (collectively referred to as "the Contracted Sites") but that subject to the following conditions:-

1. It is acknowledged by you that you have received title to the areas of land at Scotia's Developments at (1) Rosebank, Croy; (2) Beechgrove, Laurencekirk; and (3) Kirkside, Laurencekirk (collectively referred to as "the Owned Sites") and you accept both with regard to the Owned Sites and the Contracted Sites that at the request of Scotia you will grant to Scottish Water or other nominee organisation, such rights of access as appropriate to enable Scottish Water to carry out inspections or to lay, improve, replace and maintain pipes serving water or drainage systems within each of the Developments and it is also understood and agreed that you will transfer such areas of ground as are required by Scottish Water or a nominee for the adoption of SUDS basins and pumping stations and such areas as required by Scottish Water to enable them to adopt such areas. In

MAIN OFFICE  
17 Victoria Street, Aberdeen AB10 1PU  
Tel: 01224 645085 Fax: 01224 645114  
DXAB16 Aberdeen, LP35 Aberdeen

PROPERTY SALES & LEASING  
44 Thistle Street, Aberdeen AB10 1XD  
Tel: 01224 645085 Fax 01224 645114  
Email: [property@laurieandco.co.uk](mailto:property@laurieandco.co.uk)

BALLATER OFFICE  
4 Bridge Street Ballater AB35 5QP  
Tel: 01339 755535 Fax 01339 755217  
Email: [ballater@laurieandco.co.uk](mailto:ballater@laurieandco.co.uk)

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Registered Office: 17 Victoria Street, Aberdeen AB10 1PU

A list of members can be inspected at our main office

addition, you undertake to grant wayleaves/servitude rights of access to Scottish Water to allow for the replacement/repairs to underground sewers and SUDS basins and pumping stations. You will grant a Standard Security over each of the areas transferred by Scotia to you for each of the Developments such security to secure you and your successors in title's obligations to grant title to Scottish Water as aforesaid and Discharges of these securities will be granted by Scotia in implementation of the terms hereof in respect of each of the Developments. The form of the standard security to be granted will be in terms adjusted by both parties acting reasonably.

2. You accept that there will be no payment made to you in consideration of such land transfers or the grant of such wayleaves/servitudes but Scotia will pay your reasonable fees incurred in connection with the implementation of your undertakings herein and that on the basis that for each transaction, you will charge a fee up to the cap of £500 and that the adjustment of the terms of the Disposition and servitudes will be carried out between Scottish Water and Scotia and the terms of each deed will only be sent to you for their final approval/revisal after all relevant terms have been adjusted between Scottish Water and Scotia. You will only be entitled to revise the agreed drafts if there is (a) a matter of material significance which may hamper your ability to otherwise fulfill your obligations to residents within the Developments; and/or (b) a desire (as to which you shall be the sole judge, acting reasonably) to ensure protection of the remainder of the areas for which you are responsible in light of the proposed rights/grants not adequately provided for in the said drafts. You will lend at no cost to Scotia the Land Certificates you hold for each area within each Development aforementioned.
3. Scotia undertake to provide a plan for each development detailing the open space areas on each Contracted Site which Scotia intend to transfer to you, together also with an indication of the location/extent of each SUDS basin/pumping station on each of the aforementioned Developments and which plan shall be suitable for annexing to each Standard Security. Scotia will provide the plans to be annexed to each Disposition/servitude to be granted to Scottish Water. .
4. Scotia and you undertake to complete the transfer of the open space areas on the Contracted Sites no later than 31 March 2016, both parties being required to use reasonable endeavours to achieve this.



5. Considering that you have already accessed the open space areas on the Contracted Sites, and are managing and maintaining same, with homeowners meeting the costs of such management and maintenance, the parties agree and undertake as follows:


(1) Scotia will carry out in a good and workmanlike manner and at their own cost, all such works to each SUDS as are intimated by SW as being required to facilitate adoption of the SUDS, and in so doing shall free and relieve you of all damage caused to the open space areas on the Contracted Sites and the Owned Sites as a result of such works;


(2) Scotia will use all reasonable endeavours to complete the adoption of the SUDS on all Sites within three years of the date of conclusion of the missives to follow hereon ("the Missives");

(3) in the event that the adoption of each SUDS has not completed at the end of the said period of three years, but where Scotia demonstrate to your reasonable satisfaction that all reasonable efforts have been made by or on behalf of Scotia to progress the adoption process, including completion of all works intimated by SW as being required as aforesaid, then the Missives shall extend for a further period of two years from the date of expiry of the original period of 3 years;

(4) if either there is no demonstrable progress on adoption by SW after the end of the said 3 year period as aforesaid, or the end of the two year extension period is reached and SW have not completed the adoption of the SUDS, then you shall be entitled at any time thereafter, to require Scotia to (a) undertake at their cost and with all practicable speed, such remedial works as are identified as being required to enable Scotia's civil engineering consultant to issue to you a final certification that each SUDs has been designed and constructed in accordance with the relevant approved drawings; and (b) to deliver to you such written certification referred to above.

Yours faithfully,

  
.....  
Alan John Nicoll  
Member  
Laurie & Co Solicitors LLP

  
..... Witness  
Lorna Cowe  
Secretary  
17 Victoria Street, Aberdeen

McCafferty House  
99 Firhill Road  
Glasgow G20 7BE

Tel: 08450 940 940  
Fax: 08450 940 941

Email: mail@greenbelt.co.uk

www.greenbelt.co.uk

Ref:Scotia/AS/VGB  
Your Ref: AJN.LC

Alan Nicoll  
Messrs Laurie & Company  
Solicitors  
DX AB 16  
ABERDEEN

DX 500201 HILLHEAD

22 December 2015

Dear Sirs



greenbelt

**GREENBELT GROUP LIMITED  
SCOTIA HOMES LIMITED**

We, Greenbelt Group Limited, incorporated under the Companies Act (SC192378) having our registered office at McCafferty House, 99 Firhill Road, Glasgow G20 7BE, hereby accept the terms and conditions contained in your formal letter dated 17 December 2015 on behalf of your clients Scotia Homes Limited, and Scotia Homes (North) Limited (herein after referred to as Scotia) undertaking to grant Dispositions in our favour in terms of the Missives entered into by Scotia with ourselves in connection with developments at Fairways at Muir of Ord, Priory Walk at Beauty, Denwell at Insch, Meadowview at Turriff and Townhead at Inverbervie, Kings Crest, Inverness, Kings Glen, Inverness and Admirals View, Culloden (collectively referred to as "the Contracted Sites") as per the revised draft formal letter dated 14<sup>th</sup> December 2015 and we now hold the bargain between us to be concluded on the basis of:-

1. Your said formal letter dated 17 December 2015; and
2. This letter.

Yours faithfully

Anne Shipton  
Solicitor Greenbelt Holdings Ltd

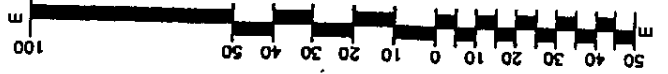


For Scotch Homes

# Kings Crest : Milton of Leys : Inverness :

Land Transfer Plan

PROJECT NO.	5653	DRAWING NO.	05	DATE	18/02/18	PAPER SIZE	1:12500A3	DRAWN BY	James B Hall
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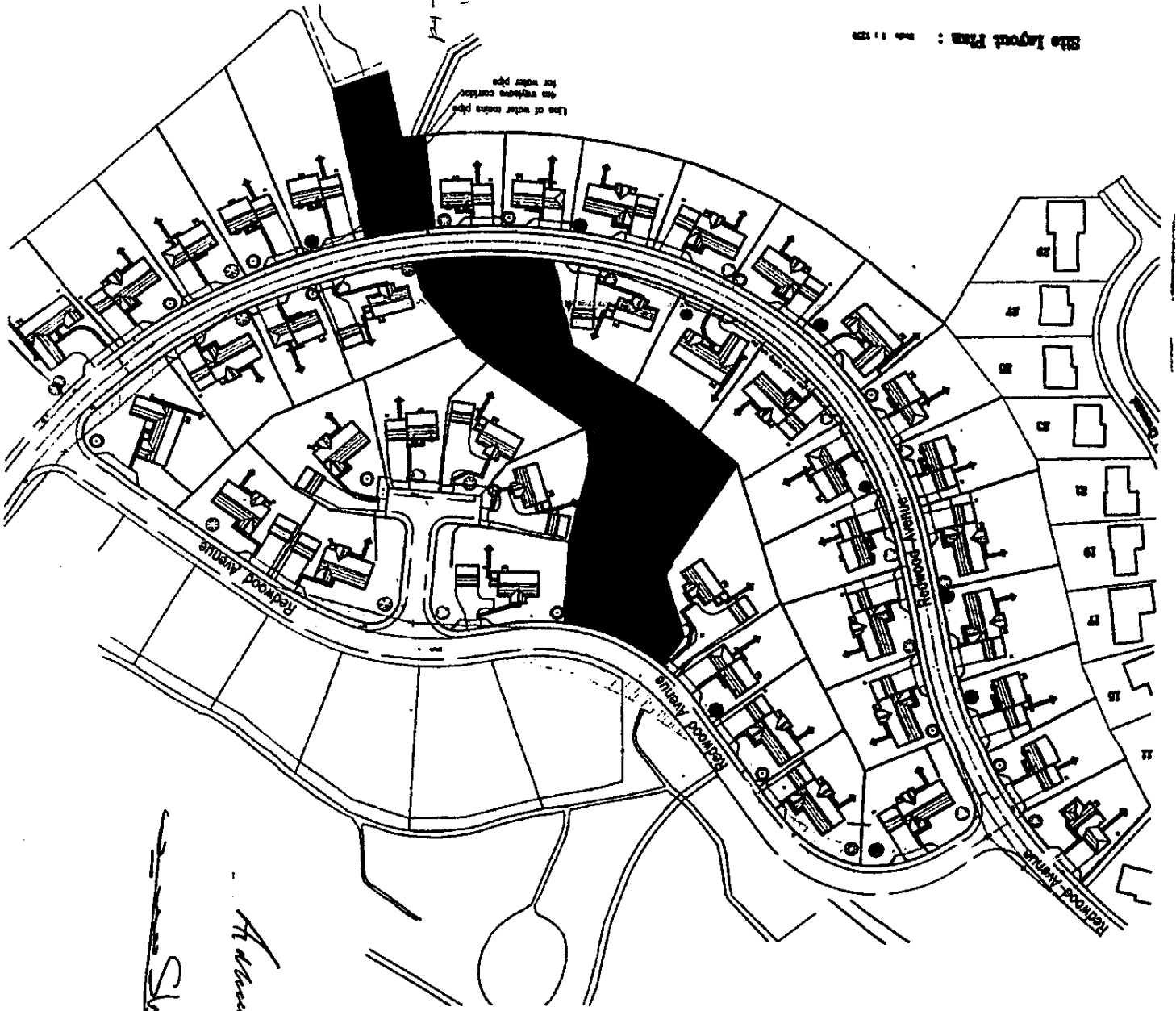
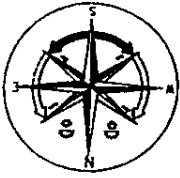


**LEGEND**

- Area to be reserved & not to be reserved by Greenbelt
- Area to be reserved only by Greenbelt

Site Layout Plan : No 11228

This is the plan referred to in the foregoing Standard Security by Greenbelt Group Ltd in favour of Scotia Homes Ltd



*James B Hall*  
*Architect*