



Registration of a Charge

Company name: **GURU NANAK SIKH ACADEMY LIMITED**

Company number: **07416734**



X8B6YKU2

Received for Electronic Filing: **05/08/2019**

Details of Charge

Date of creation: **23/07/2019**

Charge code: **0741 6734 0003**

Persons entitled: **NANAKSAR THATH ISHER DARBAR TRUST**

Brief description: **THE FREEHOLD LAND BEING GURU NANAK SIKH COLLEGE,
BEACONSFIELD ROAD, HAYES UB4 0LT AND REGISTERED AT THE
LAND REGISTRY WITH TITLE NUMBER NGL109320.**

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: **FREETHS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7416734

Charge code: 0741 6734 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd July 2019 and created by GURU NANAK SIKH ACADEMY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th August 2019 .

Given at Companies House, Cardiff on 6th August 2019

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

FREETHS

DATED

23 July

2019

- (1) GURU NANAK SIKH ACADEMY LIMITED
- (2) NANAKSAR THATH ISHER DARBAR

Legal Charge

Relating to

The Freehold land being Guru Nanak Sikh
College, Beaconsfield Road, Hayes UB4 0LT
and registered at the Land Registry with Title
Number NGL109320

CONTENTS

1.	DEFINITIONS	3
2.	COVENANT TO PAY	4
3.	CHARGE	4
4.	PERFECTION OF SECURITY	4
5.	COVENANTS BY ACADEMY TRUST.....	5
6.	STATUTORY POWERS	7
7.	ENFORCEMENT OF SECURITY	7
8.	MONEY ARISING ON ENFORCEMENT OF SECURITY	9
9.	POWER OF ATTORNEY	9
10.	LIABILITY OF LENDER OR RECEIVER.....	10
11.	PERSONS DEALING WITH LENDER OR RECEIVER	10
12.	CONTINUING SECURITY	10
13.	DEFAULT BY ACADEMY TRUST	11
14.	INDULGENCE	11
15.	DEMANDS AND NOTICES.....	12
16.	REPRESENTATION AND WARRANTY	12
17.	STATEMENTS	12
	SCHEDULE 1	13
	The Property	13

THIS AGREEMENT is made on 23 July 2019
BETWEEN

- (1) **GURU NANAK SIKH ACADEMY LIMITED** a company limited by guarantee with registered office at Springfield Road, Hayes, Middlesex UB4 0LP and registered number 07416734; ("Academy Trust").
- (2) **AMARJIT SINGH** of 33 Tollgate Drive, Hayes, UB4 0NP; **BABA AMAR SINGH** of 1 Mander Street, Wolverhampton, WV3 0JU; **SUKHDEV SINGH NAHAL** of 25 The Glen, Southall, UB2 5RS and **GURSHARAN SINGH** of 1 Mander Street, Wolverhampton, WV3 0JU being the trustees for the time being of Nanaksar Thath Isher Darbar an unincorporated charitable trust with registered charity number 1025988 of Springfield Road, Hayes, Middlesex UB4 0LP ("Lender").

OPERATIVE PROVISIONS

1. DEFINITIONS

In this charge, unless the context otherwise requires:

the Act	means the Law of Property Act 1925,
Insurance Policies	means any contract of insurance taken out by the Academy Trust in relation to the Property (other than public liability and third party liability insurance);
Permitted Security	the Legal Charge entered into between (1) the Academy Trust and (2) the Secretary of State for Education (as Lender);
the Property	means the property referred to in Schedule 1, all fixtures in or about it, and all and every interest in it or in the proceeds of sale of it the Academy Trust may charge at law or in equity, and where the context admits references to the Property include any part of it,
the Secured Sums	means all monies and liabilities for the time being due, owing or incurred to the Lender by the Academy Trust (not to exceed £909,332), whether actually or contingently, solely or jointly with any other person, or as principal or surety, including sums becoming due under this charge and interest, discount commission or other lawful charges and expenses the Lender may in the course of its business charge for keeping the Academy Trust's account or in

respect of any of the matters specified above and so that interest shall be computed and compounded according to the usual mode of the Lender as well after as before any demand made or judgment obtained,

Secretary of State

the Secretary of State for Education and/or the Education and Skills Funding Agency of Sanctuary Buildings, Great Smith Street, London;

Security

any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;

- 1.1. the expression 'the Academy Trust', where the context so admits, includes the person for the time being entitled to redeem this security and the expression 'the Lender', where the context so admits, includes its successors in title and assigns.

2. COVENANT TO PAY

The Academy Trust shall, on demand, pay to the Lender and discharge the Secured Sums when they become due.

3. CHARGE

The Academy Trust with full title guarantee charges the Property by way of legal mortgage as second ranking charge as a continuing security to the Lender with the payment of all money covenanted to be paid by the Academy Trust under this charge.

4. PERFECTION OF SECURITY

Registration of legal mortgage at the Land Registry

The Academy Trust consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition 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 written consent signed by the proprietor for the time being of the charge dated _____ in favour of Nanaksar Thath Isher Darbar Trust referred to in the charges register."

5. COVENANTS BY ACADEMY TRUST

- 5.1. The Academy Trust shall not at any time, except with the prior written consent of the Lender:
- 5.1.1. create, purport to create or permit to subsist any Security on, or in relation to, any Property other than any Security created by this deed or any Permitted Security;
 - 5.1.2. sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Property; or
 - 5.1.3. create or grant (or purport to create or grant) any interest in the Property in favour of a third party.
- 5.2. The Academy Trust must keep the Property in a good state of repair and in good working order and condition and renew and replace the fixtures and fittings about the Property when they become obsolete, worn out or destroyed.
- 5.3. The Academy Trust must pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise that may be imposed upon or payable in respect of the Property as and when they become payable and on demand must produce the receipt for such payments.
- 5.4. The Academy Trust must permit the Lender to enter upon all buildings, erections or structures forming part of the Property, without prejudice to the powers conferred by this charge and without becoming a mortgagee in possession, for any reasonable purpose and to view the state of the same, subject always to such access being upon reasonable notice and taking into account the use of the Property as an educational establishment.
- 5.5. The Academy Trust must not, without the previous consent in writing of the Lender or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the Lender in writing, make any alterations to any buildings, erections or structures fixed plant or machinery fixtures or fittings for the time being forming part of the Property or put up or erect any new buildings.
- 5.6. The Academy Trust must observe and perform all covenants, conditions, agreements or obligations to be observed and performed on the part of the tenant contained in any lease under which any of the Property is held by the Academy Trust, and enforce observance and performance of the landlord's covenants in any such lease.
- 5.7. If the Academy Trust receives any notice served under section 146 of the Act or any proceedings are commenced for forfeiture of any such lease or any superior lease or the landlord or any superior landlord attempts to re-enter under the provisions of

such lease, the Academy Trust must give immediate notice in writing to the Lender and at the request of the Lender at the expense of the Academy Trust must take such steps as the Lender may require.

- 5.8. The Academy Trust shall ensure that the Property is insured to its full insurable value at all times and will procure that, whilst obligations are owed to the Secretary of State and the Lender, the Secretary of State shall be named on the Insurance Policies as sole loss payee and the Secretary of State shall undertake to apply such proceeds in accordance with the waterfall provisions set out at clause 5 of the Deed of Priority entered into between the parties and the Secretary of State. Once the Secretary of State is repaid in full, the Academy Trust will ensure that the Lender is named on the Insurance Policies as sole loss payee.
- 5.9. The Academy Trust must ensure that all money payable under any insurance in respect of loss or damage to the Property, whether effected or maintained pursuant to the covenants contained in this charge or otherwise, is paid to the Lender or, if it is paid to the Academy Trust, must hold all money received on trust for the Lender to be applied in making good the loss or damage in respect of which the money is received or, if the Lender so requires, in or towards the discharge of the Secured Sums.
- 5.10. The Academy Trust must observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Property and binding upon the Academy Trust.
- 5.11. The Academy Trust must observe any and every enactment, including every existing or future Act of Parliament, relating to or affecting the Property or any development or the use of the Property for any purpose or the employment of persons in the Property, and must execute all works and provide and maintain all arrangements that any authorised person, authority or body recommends, directs or requires should be executed, provided or maintained at any time.
- 5.12. The Academy Trust must execute and do all such assurances and things as the Lender may require for perfecting this security, preserving the Property, facilitating the realisation of the Property in such manner as the Lender may think fit and directs, and exercising all powers, authorities and discretions conferred by this charge or by law on the Lender or any receiver appointed by it.
- 5.13. The Academy Trust must pay on demand, on the footing of a full indemnity by the Academy Trust from and against them, all costs, charges and expenses, whether in the nature of income or capital, incurred by the Lender or by any receiver appointed by it in or in connection with the exercise of any powers conferred by this charge or by statute, or that they or either of them incur in or in connection with the recovery or

attempted recovery of the Secured Sums or the preservation or attempted preservation of this security or of the Property and the remuneration of any receiver.

6. STATUTORY POWERS

- 6.1. In favour of any purchaser as defined in section 205 of the Act, or person dealing in good faith, the statutory powers conferred upon the Lender as varied and extended by this charge and all other powers conferred in this charge are to be deemed to arise and be exercisable immediately after the execution of this charge.
- 6.2. The Academy Trust must not exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the Act or by common law without previously obtaining the written consent of the Lender, but the Lender may grant or accept surrenders of leases without restriction after the power of sale has become exercisable.
- 6.3. The restriction on the right of consolidating mortgage securities contained in section 93 of the Act is not to apply to this security.

7. ENFORCEMENT OF SECURITY

- 7.1. Section 103 of the Act is not to apply to this security. Failing payment of the Secured Sums as and when they become due on the Academy Trust's part contained in this charge, this security is to become enforceable, and the powers conferred on the Lender by the Act and this charge immediately exercisable, without the restrictions contained in the Act as to the giving of notice or otherwise with respect to the whole or any part of the Property.
- 7.2. At any time after this security has become enforceable or if at any time the Property appears to the Lender to be in danger of being taken in execution by any creditor of the Academy Trust or to be otherwise in jeopardy, the Lender may by writing under the hand of any officer of the Lender and without notice to the Academy Trust:
 - 7.2.1. appoint any person, whether an officer of the Lender or not, to be a receiver of the Property or any part of it, and
 - 7.2.2. remove any such receiver, whether or not appointing another in his place,and may at the time of appointment or at any time subsequently fix the remuneration of any receiver so appointed.
- 7.3. None of the restrictions imposed by the Act in relation to the appointment of receivers or as to the giving of notice or otherwise is to apply.
- 7.4. In addition to the powers conferred by the Act, any receiver so appointed is to have power, at his discretion, to such extent and upon such terms and conditions as he in

his absolute discretion thinks fit and without being responsible for any loss or damage that may arise or be occasioned, to:

- 7.4.1. take possession of, collect and get in the Property,
 - 7.4.2. repair, insure, protect, improve, enlarge, develop, build on, reconstruct or replace the Property or acquire by purchase lease or otherwise any further property, assets or rights,
 - 7.4.3. dispose or concur in disposing of the Property, or let, or surrender or accept surrenders of any lease or concur in letting or surrendering or accepting surrenders of any lease of the Property, and in particular but without prejudice to the generality of the above, carry such disposal, letting or surrender into effect by conveying, transferring, leasing, letting, surrendering or accepting surrenders in the name or on behalf of the Academy Trust or otherwise,
 - 7.4.4. exercise all the powers conferred on the Academy Trust by any statute, deed or contract in respect of the Property,
 - 7.4.5. make any arrangement or compromise in respect of the rights of the Academy Trust,
 - 7.4.6. appoint employ or dismiss managers, officers, contractors or agents,
 - 7.4.7. raise or borrow money, from the Lender or otherwise, upon the security of the Property,
 - 7.4.8. retain his remuneration and all costs charges and expenses incurred by him out of any money received by him,
 - 7.4.9. do all other acts and things he considers incidental or conducive to the exercise of any of the above powers, and
 - 7.4.10. do anything in relation to the Property that he could do if he were absolutely entitled to it.
- 7.5. In the exercise of his powers the receiver must conform to any regulations and directions made by the Lender, and is not to be responsible, nor is the Lender to be responsible, for any loss occasioned as a result. A receiver appointed under this security is to be deemed to be the agent of the Academy Trust and the Academy Trust alone is to be responsible for his acts and defaults and his remuneration.
- 7.6. At any time after this security has become enforceable and notwithstanding the appointment of any receiver under it, the Lender may at its discretion, without being responsible for any loss or damage that may arise in that connection and without any consent by the Academy Trust, exercise any power a receiver appointed by it could exercise.

- 7.7. Where the Property is sold by the Lender or any receiver appointed by the Lender it may be sold either:
- 7.7.1. together or in parcels,
 - 7.7.2. by public auction or private contract, and
 - 7.7.3. for a lump sum, a sum payable by instalments or a sum on account and a mortgage or charge for the balance.
- 7.8. On any sale the Lender or receiver may make any special or other stipulations as to title or otherwise that the Lender or receiver considers expedient, and may buy in, rescind or vary any contract for sale.
- 7.9. Any sale may be to a company in which the Lender has an interest and may be in consideration of shares or securities in that company or any other company, and may be for such consideration as the Lender or the receiver as the case may be considers sufficient.

8. MONEY ARISING ON ENFORCEMENT OF SECURITY

- 8.1. All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge must be applied in the following order of priority:
- 8.1.1. in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Property including the remuneration of any receiver,
 - 8.1.2. in payment of the interest remaining unpaid, and
 - 8.1.3. in payment of all principal money, premiums or other sums comprised in the Secured Sums,
- and any other surplus may be paid to the person so entitled.
- 8.2. If the Lender so determines, payments may be made on account of principal, premium or other sums before the interest or the whole of the interest on the Secured Sums has been paid, but any alteration in the order of payment of principal, premium and other sums and interest must not prejudice the right of the Academy Trust to receive the full amount to which the Academy Trust would have been entitled if the ordinary order of payment had been observed or any less amount the sum ultimately realised from the security may be sufficient to pay.

9. POWER OF ATTORNEY

The Academy Trust irrevocably and by way of security appoints each of the Lender and any person nominated for the purpose by the Lender in writing under hand by an officer of the Lender, including every receiver appointed by it, severally as attorney of the Academy Trust,

for the Academy Trust and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing it ought to execute and do under the covenants, undertakings and provisions contained in this charge or that may be required or deemed proper in the exercise of any rights or powers under it or otherwise for any of the purposes of this security. The Academy Trust covenants with the Lender to ratify and confirm all acts or things made, done or executed by the attorney.

10. LIABILITY OF LENDER OR RECEIVER

Neither the Lender nor any receiver appointed by the Lender, by reason of entering into possession of the Property, is to be liable to account as mortgagee in possession or for anything except actual receipts, or to be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable.

11. PERSONS DEALING WITH LENDER OR RECEIVER

11.1. No person dealing with the Lender or any receiver appointed by it, or with its or his attorney or agent, is to be concerned, bound or entitled to enquire or be affected by notice as to:

- 11.1.1. whether this security has become enforceable,
- 11.1.2. whether any power exercised or purported to be exercised by it or him has become exercisable,
- 11.1.3. the propriety or purpose of the exercise of any power under this charge,
- 11.1.4. whether any money remains due on the security of this charge, or
- 11.1.5. the necessity or expediency of the stipulations and conditions subject to which any disposition is to be made.

11.2. The receipt of the Lender or any receiver or its or his attorney or agent for any money is to effectually discharge the person paying the same from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

12. CONTINUING SECURITY

12.1. This security is:

- 12.1.1. to be a continuing security to the Lender,
- 12.1.2. not to be considered as satisfied or discharged by any intermediate payment of the whole or part of the Secured Sums, and

- 12.1.3. to be in addition and without prejudice to or affect any other mortgages, charges, securities, liens, remedies or guarantees whatsoever that may now or at any time subsequently be held for or in respect of the Secured Sums.
- 12.2. The Lender may on receiving notice that the Academy Trust has encumbered the Property close any account with the Academy Trust and open a new account, and without prejudice to any right of the Lender to combine accounts, no money paid in or carried to the Academy Trust's credit in the new account is to be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any closed account.
- 12.3. If the Lender does not open a new account or accounts immediately on receipt of such a notice, it will nevertheless be treated as if it had done so at the time when it received the notice, and as from that time all payments made by the Academy Trust will be credited or be treated as having been credited to the new account or accounts and will not operate to reduce the amount due from the Academy Trust to the Lender at the time when it received the notice.

13. DEFAULT BY ACADEMY TRUST

Without prejudice to any other rights and remedies of the Lender, and whether or not the Secured Sums have become due, if the Academy Trust defaults at any time in the performance of all or any of the covenants contained in this charge it shall be lawful, but not obligatory, for the Lender to perform them or to settle, liquidate or compound or contest any claim made against the Academy Trust and to pay all costs, expenses and damages occasioned as a result, with power in the case of the failure to repair buildings or to carry out any works or do any things in accordance with the covenants and obligations contained above to enter upon the Property without being deemed to be mortgagee in possession by reason of such entry.

14. INDULGENCE

The Lender may at any time or times, without discharging or in any way prejudicing this security or any remedy of the Lender under this charge, grant to the Academy Trust or to any other person time or indulgence or further credit, loans or advances, enter into any arrangement or variation of rights or abstain from perfecting or enforcing any remedies, securities, guarantees or rights it may now or subsequently have from or against the Academy Trust or any other person.

15. DEMANDS AND NOTICES

A demand or notice under this charge must be made in writing signed by an officer of the Lender and may be served on the Academy Trust either personally or by post or email. A demand or notice by post may be addressed to the Academy Trust at his address or place of business last known to the Lender (or at its registered office in the case of a company) or at an email address provided by the Academy Trust to the Lender, and a demand or notice so addressed and posted or sent by email is to be effective notwithstanding that it is returned undelivered and notwithstanding the death of the Academy Trust.

16. REPRESENTATION AND WARRANTY

The Academy Trust represents and warrants to the Lender that the execution of this charge and the observance and performance of his obligations under this charge does not contravene any charge, mortgage, lease, loan facility or other agreement or any provision of its memorandum and articles of association, or other documents governing or comprising the constitution or incorporation of any company comprised in the Academy Trust.

17. STATEMENTS

The land charged is held by Guru Nanak Sikh Academy Limited, an exempt charity.

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


The Property

The Freehold land being Guru Nanak Sikh College, Beaconsfield Road, Hayes UB4 0LT and registered at the Land Registry with Title Number NGL109320

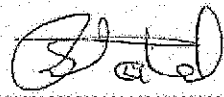
EXECUTION PAGE


SIGNED as a DEED by
GURU NANAK SIKH ACADEMY LIMITED
acting by a director
in the presence of:



Director

Witness' Signature: 
Witness' Name: ANTONIO D'ONOFRIO
Witness' Address: 41 FARLIGH ROAD KT15 3HS

SIGNED as a DEED on behalf of the Trustees
of Nanaksar Thath Isher Darbar by
two of their number under an authority conferred
pursuant to section 333 of the Charities Act 2011
in the presence of:


Charity Trustee


Charity Trustee

Witness' Signature: 
Witness' Name: JASBIR K HEER
Witness' Address: 18 THE GLEN
NORWOOD GREEN
SOUTHALL
UB2 5RS