



Registration of a Charge

Company name: **LTH HOTELS (DERBY) LIMITED**

Company number: **08825078**



X6EV7XEJ

Received for Electronic Filing: **13/09/2017**

Details of Charge

Date of creation: **01/09/2017**

Charge code: **0882 5078 0005**

Persons entitled: **STATE BANK OF INDIA UK**

Brief description: **LEASEHOLD LAND ON THE NORTH EAST SIDE OF SIR FRANK WHITTLE ROAD DERBY REGISTERED UNDER TITLE NUMBER DY348944**

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: **BALWINDER SAGOO**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8825078

Charge code: 0882 5078 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st September 2017 and created by LTH HOTELS (DERBY) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th September 2017 .

Given at Companies House, Cardiff on 15th September 2017

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**

Legal Mortgage

State Bank of India

IMPORTANT- PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the property and other described overleaf on the terms set out in the separate document called State Bank of India (UK) Mortgage Deed Conditions (2017 edition). You should sign this Mortgage in front of a witness who should be your solicitors, other legal adviser or a State Bank of India (UK) official.

- State Bank of India, UK will hold this Mortgage as security for the debts and/or the other liabilities to State Bank of India, UK as set out in clause 2 of this Mortgage. What this means that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage.
- If any of the debts and/or the other liabilities are not paid when due, SBI can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that State Bank of India, UK has granted to the Borrower or grants to the Borrower in the future, whether or not you know about or agree to them. Normally, State Bank of India, UK will not inform you of the existing or future debts or liabilities of the Borrower.
- The debts may also include any liabilities under any guarantee or indemnity that the Borrower has given, or may give in the future, to State Bank of India, UK, for example agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by State Bank of India, UK on the Borrower's behalf.
- If there is more than one person named as the Borrower, this Mortgage will be held as security for the debts which all or any of them owe as well as the debts which all or any of them owe with any other person.
- The mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to State Bank of India, UK or which may be given in the future.
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you.

This Mortgage is an important legal document. State Bank of India, UK strongly recommends that you seek the advice of your solicitors or other legal adviser before signing this Mortgage.

THIS LEGAL MORTGAGE dated at

1st

day of

September 2017

BETWEEN

Mortgagor: LTH Hotels (Derby) Limited whose registered office address is at 8-14 Tablot Square, London, W2 1TS and c/o Travelodge, Derbyshire Cricket Ground, Nottingham Road, Derby DE21 6DA, England, United Kingdom ("you")

and **State Bank of India, UK ("the Bank")** registered in London **BR000696**, whose address for service for entry on the register is PO Box 1018, Ipswich, Suffolk, IP1 9WU

to secure the Debt of

Borrower: LTH Hotels (Derby) Limited whose registered office address is at 8-14 Tablot Square, London, W2 1TS and c/o Travelodge, Derbyshire Cricket Ground, Nottingham Road, Derby DE21 6DA, England, United Kingdom. ("**Borrower**", which shall additionally have the meeting set out in paragraph 2 of the Conditions)

WITNESSES that this Mortgage is given by you over the property and other assets to secure the Debt on the terms set out in the separate document called the State Bank of India, UK **Mortgage Deed conditions (2017 edition) ("the Conditions")** which are incorporated in this Mortgage and of which you acknowledge receipt. The Property and other assets and the Debt are described and defined below and in the Conditions.

The Main Subject Matter of this Mortgage

1. The Property and other assets

With full title guarantee you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it):

- (a) the Property: Leasehold land on the north east side of Sir Frank Whittle Road Derby registered under title number DY348944
- (b) the benefit of all rights, licences, guarantees, rent deposits, contracts. Deeds, undertakings and warranties relating to the Property;
- (c) any shares or membership rights mentioned in the Conditions;
- (d) any goodwill of any business from time to time carried on at the Property;
- (e) any rental and other money payable under any lease, licence, or other interest created in respect to the Property; and
- (f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.

The Bank agrees to release, re-assign or transfer back the above assets when the debt has been repaid and the Bank is no longer under any obligation to provide any loan, credit, financial accommodation or other facility to the Borrower.

2. The Debt which is secured on the Property and other assets

The Debt ("the Debt") is:

- (a) All money and liabilities whatever, whenever and however incurred, whether with or without your knowledge or consent, and whether now or in the future due, or becoming due, from the Borrower to the Bank including but not limited to:
 - (i) Overdrafts, personal and other loans or facilities and further advances of money
 - (ii) Guarantees and indemnities to the Bank and of the Borrower's other contingent liabilities;
 - (iii) discount, commission and other lawful charges and expenses;
 - (iv) interest in accordance with any agreement between the Borrower and the Bank and, if there is no agreement, interest on any money and liabilities due from the Borrower as per the default rate in the facility letter dated 12 June 2017, from time to time computed and compounded monthly and/or according to the Banks then currents practice. Interest as above applies before and after any demand or judgement.
- (b) Money agreed to be paid by you under the Conditions.
- (c) Any amount due under the indemnity in paragraph 33 of the Conditions

The Debt of any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974 unless agreed between the Borrower and the Bank

3. Restriction

You and if there is more than one of you each of you apply to the HM Chief Land Registrar to enter the following restriction against the title mentioned above:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated 1st September 2017 in favour of SBI (UK) referred to in the Charges register".

State Bank of India UK.

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above.

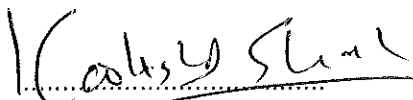
IMPORTANT - PLEASE READ THE NOTES ON THE COVER BEFORE SIGNING THIS MORTGAGE

Executed as a deed by

LTH Hotels (Derby) Limited

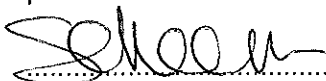
acting by

Koolesh Shah, a director, in the
presence of:



SIGNATURE OF DIRECTOR

Director



SIGNATURE OF WITNESS

NAME, SANDEEP CHEEMA

ADDRESS FOREST VIEW, LONG HILL ROAD
ASCOT, RG12 9UD

OCCUPATION OF WITNESS

DIRECTOR OF REVENUE