



Registration of a Charge

Company name: **KHUNGHA PROPERTIES LIMITED**

Company number: **SC378745**



X559CTWI

Received for Electronic Filing: **19/04/2016**

Details of Charge

Date of creation: **18/04/2016**

Charge code: **SC37 8745 0003**

Persons entitled: **SANTANDER UK PLC**

Brief description: **THE SANDYFORD HOTEL, 904 SAUCHIEHALL STREET, GLASGOW, G3 7TF BEING THE SUBJECTS REGISTERED IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER GLA97838 AND GLA42580**

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 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: **ANDREW RONALD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 378745

Charge code: SC37 8745 0003

The Registrar of Companies for Scotland hereby certifies that a charge dated 18th April 2016 and created by KHUNGHA PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th April 2016 .

Given at Companies House, Edinburgh on 20th April 2016

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**

We Khungha Properties Limited, registered under the Companies Acts (Company Number 378745) and having a registered office 95 -107 Lancefield Street, Glasgow, G3 8HZ ("the Debtor") do hereby bind ourselves and our executors, successors, representatives and administrators whomsoever (all jointly and severally) without the necessity of discussing them in their order to pay to Santander UK plc, a company incorporated under the Companies Acts (Company Number 02294747) and having its Registered Office at 2 Triton Square, Regent's Place, London, NW1 3AN and its successors and assignees ("the Bank") on demand in writing all sums of principal, interest and charges due and that may become due to the Bank or its foresaids in any manner of way by the Debtor either solely or jointly with any person or persons and whether as principal or surety provided that such sums are:-

- a) due otherwise than under any regulated agreement;
- b) due under a regulated overdraft; or
- c) due under a regulated agreement which embodies a term that it is to be secured by this standard security or (if executed before this standard security) a personal bond (but only to the extent that such sums are expressed in such regulated agreement to be so secured)

where "regulated agreement" means a regulated agreement within the meaning of the Consumer Credit Act 1974 ("the Act") and any agreement which if it had been modified by virtue of being secured or further secured by this standard security would have become a regulated modifying agreement within the meaning of the Act and "regulated overdraft" means an agreement for a current account overdraft to which a determination made by the Director General of Fair Trading under Section 74 of the Act applies; AND a certificate signed by a duly authorised official of the Bank shall (in the absence of manifest error) be sufficient to ascertain the amount of all sums due and that may become due as aforesaid but shall not prejudice any obligations of the Debtor to pay sums due to the Bank otherwise than hereunder; and the Debtor HEREBY GRANTS a Standard Security in favour of the Bank over ALL and WHOLE the Hotel premises known as and forming the Sandyford Hotel, 904 Sauchiehall Street, Glasgow, G3 7TF comprising the subjects registered in the Land Register under Title Number GLA97838 and GLA42580.

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 ("the 1970 Act") and any lawful variation thereof operative for the time being shall apply; and We agree that the Standard Conditions shall be varied to the effect that:

- a)
 - i) The insurance to be effected in terms of Standard Condition 5(a) shall provide cover to the extent of the reinstatement value of the subjects hereby secured and not the market value thereof.
 - ii) All policies of insurance effected by the Debtor in respect of the subjects hereby secured against fire and other risks shall be made available to the Bank for the purpose of endorsement of the interest of the Bank and shall in other respects be deemed for the purpose hereof to have been effected under Standard Condition 5(a).
 - iii) The Bank shall have full power to settle and adjust with the insurers all questions with respect to the amount of the monies payable under the policy and with respect to the liability of the insurers.
 - iv) Any monies received on any insurance of the subjects hereby secured whether effected by the Debtor or by the Bank in terms of Standard Condition 7(1) shall be applied at the option of the Bank either in or towards making good the loss or damage in respect of which the monies are received or in or towards the payment of the sums of money due or that may become due hereunder.

- v) Nothing shall be done on the subjects hereby secured which may prejudicially affect the insurance or which may increase the premium payable for any such insurance without the express consent of the Bank in writing.
- b) The Debtor shall not at any time, while this security shall remain undischarged, do any of the following without the prior consent in writing of the Bank which consent, if granted, may be granted subject to such conditions as the Bank may in its entire discretion see fit to impose:
- i) create or agree to create or purport to create any subsequent security over the subjects hereby secured or any part thereof.
 - ii) sell or offer to sell or agree to sell or convey or dispose (otherwise than by mortis causa deed) any interest in the subjects hereby secured or any part thereof.
 - iii) make any alteration in the use of the subjects hereby secured.
 - iv) let or sub-let or agree to let or sub-let the subjects hereby secured or any part thereof or in any way part with the occupation of the subjects hereby secured or any part thereof.
 - v) make application for or accept any improvement grant, repair grant or other similar grant in respect of the subjects hereby secured or any part thereof under the Housing (Scotland) Acts or any like enactment.
- c) The Bank upon entering into possession of the subjects hereby secured shall become and be the agent of the Debtor with authority at the expense of the Debtor to remove, store, preserve, sell or otherwise dispose of any moveable property in or upon the subjects hereby secured which the Debtor shall refuse or omit to remove from the subjects hereby secured in such manner as the Bank may think fit, without the Bank being liable for any loss or damage occasioned by the exercise of this power.
- d) The Debtor shall vacate the subjects hereby secured in so far as occupied by him, his family and servants and shall give the Bank immediate possession thereof on the expiry of the period of seven days after the posting of a notice by recorded delivery given by or on behalf of the Bank and addressed to the Debtor at his last known address given at any time after the Bank shall have become entitled to enter into possession of the subjects hereby secured; And the Debtor agrees that a Warrant of Summary Ejection may competently proceed against him in the Sheriff Court of the County in which the subjects hereby secured are situated at the instance of the Bank.
- e) The Debtor shall keep the Bank indemnified from and against all actions, proceedings, claims, expenses and damages occasioned by any breach of any undertaking, obligation or stipulation or the non-payment of any outgoings. All expenses and outlays incurred by the Bank and by any of its Officers, Solicitors, Surveyors or Agents in connection with the preparation, execution and recording hereof and of any variation, restriction or discharge hereof or in connection with any default hereunder or the collection of any sums of money due and not timeously paid hereunder and all expenses reasonably incurred by the Bank in calling up the security and realising or attempting to realise the subjects hereof or any part thereof and exercising any other powers conferred upon it hereby shall be payable by the Debtor to the Bank on an agent and client basis on demand and until so paid shall be part of the monies hereby secured and Standard Condition 12 is hereby excluded.
- f) The Bank may at any time after entering into possession of the subjects hereby secured, relinquish such possession on giving written notice to the Debtor.
- g) The Debtor hereby assigns to the Bank all claims and rights competent or that may become competent to him to payments of compensation under any statute or by reason of any compulsory acquisition, requisitioning, variation or discharge of land conditions or other exercise of statutory powers or rights or fulfilment of statutory obligations or by reason of any refusal, withdrawal or notification of planning permission or any control or limitation imposed upon or affecting the use of the subjects hereby secured.

- h) The powers available to the Bank hereunder are in addition to and without prejudice to and not in substitution for all other powers and remedies competent to the Bank by statute or at common law.
- i) The Bank may at any time assign these presents to any person and any such assignee or subsequent assignees shall have the benefit of all the provisions herein contained and may at any time thereafter exercise all rights and remedies of the Bank hereunder.
- j) All the words and expressions which are incorporated in this variation and which are defined in the 1970 Act or in the said Schedule, shall be deemed to be so defined for the purpose of these presents;

And We grant warrantice; And We consent to registration hereof for execution: IN WITNESS WHEREOF

Subscribed for and on behalf of Khungha
Properties Limited

by

[Redacted Signature]

~~*Authorised Signatory/Director/Company Secretary~~

MOHINDER SINGH KHUNGHA

Full Name (Please Print)

at GLASGOW

on 8 MARCH 2016

before

[Redacted Witness Signature]

Witness

BRENDAN FRANCIS MIRNER

Full Name (Please Print)

140 WEST GEORGE STREET

Address

GLASGOW G2 2HG

*Please delete as applicable