



Registration of a Charge

Company Name: **SLA PROPERTY COMPANY LIMITED**

Company Number: **01203396**



Received for filing in Electronic Format on the: **11/08/2023**

XC9NPEAY

Details of Charge

Date of creation: **11/08/2023**

Charge code: **0120 3396 0945**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description: **26 AND 26A VICTORIA STREET, DERBY, DE1 1ES**

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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: **BIRKETTS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1203396

Charge code: 0120 3396 0945

The Registrar of Companies for England and Wales hereby certifies that a charge dated 11th August 2023 and created by SLA PROPERTY COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th August 2023 .

Given at Companies House, Cardiff on 11th August 2023

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 Charge – Commercial Property (Owner/Trustee & Company/Beneficiary
for Company's obligations)**

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING. THE OWNER WILL HAVE TO PAY IF THE BANK IS NOT PAID BY THE COMPANY. THE OWNER'S LIABILITY IS LIMITED TO THE VALUE OF THE PROPERTY.

Owner: SLA Property Company Limited (company number 01203396) whose registered office is at 153 Princes Street Ipswich Suffolk IP1 1QJ

Company: Suffolk Life Annuities Limited as provider for the time being of Suffolk Life Appropriate SIPP relating to Satnam Singh Sembhy

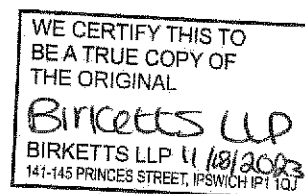
Bank: National Westminster Bank Plc

Property: 26 and 26a Victoria Street Derby DE1 1ES (Land Registry Title No: DY74319).

References to **Property** include any part of it and the other assets charged by Clause 2.

Date: 11/08/2023

**You must date
the document**



1. Company's Obligations and Trust

1.1 The Company will pay to the Bank on demand all the Company's Obligations. The Company's **Obligations** are all the Company's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include:

1.1.2 **Interest** at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank.

1.1.2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

1.2 The Owner holds the Property for the Company and the Company consents to the Owner charging it to secure the Company's Obligations.

2. Charge

2.1 The Owner as security for the payment on demand of the Company's Obligations and with full title guarantee :

2.1.1 charges to the Bank all legal interest in the Property, by way of legal mortgage.

2.1.2 gives to the Bank a fixed charge over any of the following property of the Owner, whether owned now or in the future:

2.1.2.1 any other interest in the Property.

2.1.2.2 all rents receivable from any lease granted of the Property.

2.1.2.3 the proceeds of any insurance affecting the Property.

2.2 The Owner acknowledges that the following assets at the Property do not belong to the Owner and the Company as a continuing security for the payment on demand of the Company's Obligations and with full title guarantee, charges to the Bank:-

2.2.1 all the goodwill of the Company's business carried on at the Property.

2.2.2 all fixtures and fittings not forming part of the Property.

- 2.2.3 all plant and machinery at the Property, including any associated warranties and maintenance contracts.
- 2.2.4 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business.
- 2.3 As the Company's Obligations include any contingent liabilities, if the Company gives the Bank a guarantee of another person's liabilities, this deed will secure the Company's liabilities under that guarantee.
- 2.4 This deed will secure the amount claimed by the Bank to be the Company's Obligations regardless of whether the Company has the power to incur them.

3. **Continuing Security**

This deed is and will remain a continuing security, even if the Owner (being an individual) dies or suffers incapacity. The Owner (or the Owner's personal representatives) may give one month's notice to discontinue this deed but it will remain security for all the Company's Obligations at the date notice is received by the Bank and for any further Company's Obligations that arise before the expiry of the notice.

4. **Restrictions**

The Owner will not, without the Bank's consent:

- 4.1 permit or create any mortgage, charge or lien on the Property.
- 4.2 dispose of the Property.
- 4.3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting.
- 4.4 part with or share possession or occupation of the Property.

5. **Land Registry**

The Owner and the Bank apply to the Land Registry to enter a restriction that "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 created by this deed in favour of the Bank referred to in the charges register". The Bank may also register any priority arrangements at the Land Registry which will then be publicly available.

6. **Arrangements with the Company and Others**

Without releasing or affecting the **Security** created by this deed, and without the Owner's consent, the Bank may:

- 6.1 grant new facilities or credit to the Company or any other person, and increase any rate of interest or charge.
- 6.2 allow time to and agree, renew, vary or end any arrangements with the Company or any other person.
- 6.3 release, renew, vary or refrain from enforcing any security or guarantee held from the Company or any other person.
- 6.4 settle with or release from liability the Company or any other person.

7. **Preservation of the Bank's Claims**

- 7.1 Until the Company's Obligations have been paid in full:

- 7.1.1 the Owner is not entitled to claim or share any security held by the Bank, or any payment received by the Bank, for the Company's Obligations.
- 7.1.2 the Owner will not make any claim against, or in the insolvency of, the Company or any guarantor of the Company.
- 7.1.3 the Owner will not take any security from, or enforce any security against, the Company or any guarantor of the Company.

- 7.2 The Owner will hold on trust for the Bank any payment or security received by the Owner in breach of these provisions.

8. **Preservation of the Bank's Rights and Further Assurance**

- 8.1 This deed is in addition to any other security or guarantee for the Company's Obligations held by the Bank, now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights.
- 8.2 This deed will not be released if the Bank fails to take any intended security or guarantee for the Company's Obligations or if any other security or guarantee held by the Bank for the Company's Obligations is unenforceable.
- 8.3 Any release or settlement of liability will only take effect when any reductions in the Company's Obligations or new security given to the Bank cannot be challenged for any reason. The Bank may retain this deed and any existing security until it is satisfied that it will not have to make any repayments or give up any new security.
- 8.4 If any of the Company's Obligations are void or unenforceable against the Company, this deed will still secure the same amount that it would have done had this not been the case.
- 8.5 On request, the Owner and Company will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's Security.

9. **Property Undertakings**

The Owner and Company will:

- 9.1 permit the Bank at any time to inspect the Property.
- 9.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Bank, terrorism cover) to the Bank's reasonable satisfaction for its full reinstatement cost. In default, the Bank may arrange insurance at the Owner's expense.
- 9.3 hold on trust for the Bank all proceeds of any insurance of the Property. At the Bank's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Company's Obligations or any secured expenses.
- 9.4 where required by the Bank, deposit with the Bank all insurance policies (or copies where the Bank agrees), and all deeds and documents of title relating to the Property.
- 9.5 keep the Property in good condition.
- 9.6 not, without the Bank's consent, carry out any development on or make any alterations to the Property which require planning permission or approval under building regulations.
- 9.7 if the Property is leasehold, comply with the terms of the lease and immediately inform the Bank if any notice is received from the lessor relating to any actual or suggested breach of the lease or threatening action or proceedings for possession or to forfeit the lease.

10. **Possession and Exercise of Powers**

- 10.1 The Bank does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Owner or the Company will continue in possession until the Bank takes possession.
- 10.2 If the Bank makes a demand on the Company, the Bank may then take possession or exercise any of its other powers without further delay.
- 10.3 Any purchaser or third party dealing with the Bank or a receiver may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made.
- 10.4 The Bank will not be liable to account to the Owner or the Company for any money not actually received by the Bank.

11. **Appointment of Receiver**

The Bank may appoint or remove a receiver or receivers of the Property. If the Bank appoints a receiver, the Bank may fix and pay the receiver's fees and expenses. The receiver will be the Owner's and the Company's agent and the Owner and Company (and not the Bank) will be responsible for the acts, defaults and remuneration of the receiver.

12. Powers of the Bank and Receivers

12.1 The Bank or any receiver may:

- 12.1.1 carry on the business that is conducted at the Property.
 - 12.1.2 enter, take possession of, and/or generally manage the Property.
 - 12.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property.
 - 12.1.4 purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Bank or a receiver under this power.
 - 12.1.5 sell, lease, surrender or accept surrenders or leases, charge or deal with the Property without restriction, including disposing of any fixtures separately.
 - 12.1.6 complete any transactions by executing any deeds or documents in the name of the Owner or the Company
 - 12.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise.
 - 12.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.
 - 12.1.9 employ advisers, consultants, managers, agents, workmen and others.
 - 12.1.10 purchase or acquire materials, tools, equipment, furnishings, goods or supplies.
 - 12.1.11 do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers.
- 12.2 A receiver may borrow and secure the repayment of any money, in priority to the Company's Obligations, for these purposes.
- 12.3 Joint receivers may exercise their powers jointly or separately.
- 12.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 12.5 The Bank may exercise any of its powers even if a receiver has been appointed.

13. Application of Payments

- 13.1 The Bank may apply any payments received for the Company to reduce any of the Company's Obligations, as the Bank decides.
- 13.2 If the Owner gives notice to discontinue this deed or the Bank receives notice of any charge or other interest affecting the Property, the Bank may suspend the operation of the Company's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Company after the date of that notice will be applied first to repay the Company's Obligations arising after that date.
- 13.3 The Bank may place any amount realised from the Property in a separate account without applying it to the Company's Obligations. The Bank may keep this arrangement in place for as long as the Bank considers necessary.

14. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Owner and the Company irrevocably appoint the Bank, and separately any receiver, to be the Owner's and the Company's attorney (with full power of substitution and delegation), in the Owner's and the Company's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.

15. Certificate of the Company's Obligations

A certificate signed by a Bank official as to the amount due from the Company or the amount secured on the Property will be binding on the Owner and the Company, except if there is an obvious error.

16. **More than One Owner**

16.1 Where the Owner is more than one person:

- 16.1.1 all of them are jointly and severally liable under this deed. References to Owner are to them together and separately.
- 16.1.2 if this Security is unenforceable against any one of them, it will not affect its enforceability or continuation against the interest in the Property of any other(s) of them.

17. **Consents and Notices**

- 17.1 All consents and notices must be in writing.
- 17.2 The Bank may deliver a notice to the Owner or the Company at the contact details for each of them last known to the Bank
- 17.3 A notice signed by an official of the Bank will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.
- 17.4 A notice from the Owner or the Company to the Bank will be effective on receipt.

18. **Transfers**

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner and the Company authorise the Bank to give that person or its agent any financial or other information about the Owner and the Company. References to the Bank include its successors.

19. **Law**

- 19.1 English law governs this deed and the English courts have exclusive jurisdiction.
- 19.2 For the benefit of the Bank, the Owner and the Company irrevocably submit to the jurisdiction of the English courts and irrevocably agree that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and the Company and may be enforced against the Owner and the Company in the courts of any other jurisdiction.
20. The Bank confirms that the liability of Suffolk Life Annuities Limited and SLA Property Company Limited shall not be personal and shall be limited to the value of the Property charged to the Bank in respect of the Suffolk Life Appropriate SIPP relating to Satnam Singh Sembhy

Executed and Delivered as a deed
by the Company

acting by:

Attorney name:

Attorney signature:

HOLLY WARK
[Redacted]
pursuant to a power of attorney dated 27th June 2023 in their capacity as attorney for Suffolk Life Pensions Limited who in turn is acting in their capacity as attorney for **SUFFOLK LIFE ANNUITIES LIMITED** pursuant to a power of attorney dated 27 June 2023 which power of attorney authorises or permits the delegation of the execution of this deed by Suffolk Life Pensions Limited to the duly authorised attorney

in the presence of:-

Witness' name in full

Signature

Address

Occupation

SIMON STROUD
[Redacted]

Executed and Delivered as a deed
by the Owner

acting by:

Attorney name:

Attorney signature:

HOLLY WARK
[Redacted]
pursuant to a power of attorney dated 27th June 2023 in their capacity as attorney for Suffolk Life Pensions Limited who in turn is acting in their capacity as attorney for **SLA PROPERTY COMPANY LIMITED** pursuant to a power of attorney dated 27 June 2023 which power of attorney authorises or permits the delegation of the execution of this deed by Suffolk Life Pensions Limited to the duly authorised attorney

in the presence of:-

Witness' name in full

Signature

Address

Occupation

SIMON STROUD
[Redacted]