



Registration of a Charge

Company name: **SANGOBEG DEVELOPMENTS LIMITED**

Company number: **SC156804**



X93XUD01

Received for Electronic Filing: **28/04/2020**

Details of Charge

Date of creation: **27/04/2020**

Charge code: **SC15 6804 0015**

Persons entitled: **ROYAL BANK OF SCOTLAND PLC**

Brief description: **ALL AND WHOLE THE SUBJECTS KNOWN AS SANGOBEG HOUSE, 4 FRANCIS STREET, DUNDEE.**

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: **MACROBERTS LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 156804

Charge code: SC15 6804 0015

The Registrar of Companies for Scotland hereby certifies that a charge dated 27th April 2020 and created by SANGOBEG DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th April 2020 .

Given at Companies House, Edinburgh on 28th April 2020

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

THIS DOCUMENT AND THE BANK'S STANDARD SECURITY TERMS TOGETHER FORM AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Owner:	SANGOBEG DEVELOPMENTS LIMITED , a company incorporated under the Companies Acts (registered number SC156804) and having its registered office at 56 Torridon Road, Broughty Ferry, Dundee, DD5 3JH
Bank:	The Royal Bank of Scotland plc , a company incorporated under the Companies Acts (Company Number SC83026) and having a place of business at Corporate Documentation & Operations, 1 Hardman Boulevard, Manchester, M3 3AQ
Property:	ALL and WHOLE the subjects known as Sangobeg House, 4 Francis Street, Dundee, forming part of (IN THE FIRST PLACE) ALL and WHOLE that piece of ground extending to One hundred and Two poles and seven hundred decimal or one thousandth parts of a pole Imperial Measure or thereby in the City of Dundee and County of Angus more particularly described in, in feu farm disposed by and shown delineated and coloured pink on the plan annexed and signed as relative to Feu Contract between Elliot Coventry Whitton, Mary Malcolm Whitton and the Trustees of Thomas Anderson Whitton on the one part and Charles Gray (Builders) Limited on the other part dated Fifteenth, Twenty second, Twenty third, Twenty sixth and Twenty seventh May and recorded in the Division of the General Register of Sasines applicable to the County of Forfar (now Angus) on Twenty sixth June, both months in the year Nineteen hundred and forty two; (IN THE SECOND PLACE) ALL and WHOLE that area of ground formerly a quarry and Quarry Road at Coldside in the said City and County more particularly described in, disposed by and shown delineated and coloured blue on the plan annexed and signed as relative to Disposition by Charles Gray (Builders) Limited in favour of themselves dated Twentieth and recorded in the Division of the General Register of Sasines applicable to the County of Angus on Twenty sixth, both days of January Nineteen hundred and seventy six; BUT EXCEPTING THEREFROM ALL And WHOLE that area of ground in the said City and County situated on the southeast side of Coldside Road, Dundee, extending to Twenty two square metres or thereby as described in, disposed by and shown delineated in black and coloured pink on the plan annexed and subscribed as relative to Disposition by Charles Gray (Builders) Limited in favour of North of Scotland Hydro Electric Board dated Thirtieth September and recorded in the said Division of the General Register of Sasines on First November both months in the year Nineteen hundred and seventy six; (IN THE THIRD PLACE) ALL and WHOLE that strip of ground Two metres and one hundred and fifty five decimal or one thousandth parts of a metre wide between the subjects known as Three hundred and sixty Strathmore Avenue and Four Francis Street, in the said City and County, all as more particularly described in, disposed by and shown coloured pink on the plan annexed and executed as relative to Disposition by T.M. Sparks & Son Limited with consent in favour of Charles Gray (Builders) Limited dated Fourth and recorded in the said Division of the General Register of Sasines on Twelfth, both days of June, Nineteen hundred and eighty seven; (IN THE FOURTH PLACE) ALL and WHOLE that piece of ground lying to the southeast of Coldside Road,

	<p>aforesaid in the said City and County, extending to One hundred and seventy two poles and twenty six yards or thereby bounded on the east and northwest by subjects formerly known as Loons Road, more particularly described in, disposed by and shown coloured green on the plan annexed and executed as relative to Feu Contract between Arthur Harris on the one part and George Langlands on the other part dated Twenty fourth January and First February and recorded in the said Division of the General Register of Sasines for the publication and also in the Books of Council and Session for preservation on Eleventh February, both months in the year Eighteen hundred and eighty eight; but excepting therefrom a small strip of ground at the southeast corner thereof more particularly described in Disposition by Mrs Alice Keay or East in favour of Charles Gray (Builders) Limited dated Twenty Second and recorded in the said Division of the General Register of Sasines on the Thirtieth both days of May Nineteen hundred and Forty Two; and (IN THE FIFTH PLACE) ALL and WHOLE that area of ground extending to Thirty nine poles and seventy three decimal or one hundredth parts of a pole or thereby Imperial Measure lying on the east side of Hospital Street and the south side of Coldside Road, in the said City and County now or formerly known as Eleven Hospital Street, Dundee being the subjects more particularly described in, disposed <u>In the First Place</u> by and shown coloured within pink on the plan annexed and signed as relative to Disposition by Mrs Helen Margaret Milne in favour of Samuel Milne Mann and Robert Aitken Mann as Trustees for the firm of Samuel M Mann and Son dated Twenty Seventh May and Sixth June and recorded in the said Division of the General Register of Sasines on Fourteenth June, both months in the year Nineteen hundred and fifty five; BUT excepting therefrom ALL and WHOLE that area of ground extending to Sixty six square yards and thirty eight decimal or one hundredth parts of a square yard designated as Nine Hospital Street in the said City and County all as shown delineated and coloured pink on the plan annexed and signed as relative to Disposition by Robert Aitken Mann as sole remaining individual partner of the firm of Samuel M Mann and Son in favour of Charles Gray (Builders) Limited dated Twenty ninth August and recorded in the said Division of the General Register of Sasines on Second November, both months in the year Nineteen hundred and eighty four; Which whole subjects (IN THE FIRST PLACE), (IN THE SECOND PLACE), (IN THE THIRD PLACE), (IN THE FOURTH PLACE) and (IN THE FIFTH PLACE) are shown delineated red and coloured pink on the plan annexed and executed as relative hereto; TOGETHER WITH (one) the whole rights in common, rights of access, servitude rights, rights of wayleave and others pertaining thereto, (Two) and the whole parts, pertinents and privileges pertaining thereto, (Three) the whole heritable fittings and fixtures thereof and (Four) the Borrowers the whole right, title and interest present and future therein and thereto;</p>
Ancillary Rights:	All rights ancillary to ownership of the Property as more fully described in the Terms
Terms:	<p>The Bank's Standard Security Terms dated and registered in the Books of Council and Session on 4 July 2011 form part of this standard security and are available to be read and printed online. To access the Terms go to www.rbs.co.uk/terms and enter ss0511 or a copy can be obtained from the Owner's solicitor.</p>

1 Obligations

- 1.1 The Owner undertakes to pay to the Bank or otherwise discharge, in each case on demand, the Obligations. The **Obligations** are all the Owner's liabilities to the Bank (present, future, actual

or contingent and whether incurred alone or together with another or as a partner of a firm (an **Other Person**)) and all obligations under this standard security and include:

- 1.1.1 **Interest** at the rate charged by the Bank, calculated both before and after demand or decree on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by the Bank.
- 1.1.2 any expenses the Bank incurs (on a full indemnity basis and with Interest from the date of payment) in taking, perfecting, protecting, enforcing or exercising any power under this standard security.

- 1.2 A **Certificate** signed by a Bank official as to the amount of the Obligations will be binding on the Owner except if there is an obvious error.

2 **Charge**

The Owner as continuing security for the payment or other discharge of the Obligations, in each case on demand:

- 2.1 grants a standard security to the Bank over the Property, and
- 2.2 assigns to the Bank the Ancillary Rights not secured by the standard security.

3 **Standard Conditions**

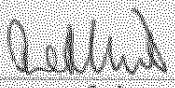

The Owner agrees that the **Standard Conditions** specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 and any lawful variation to them operative for the time being, as varied by the Terms, apply to this standard security.



4 **Warrandice**

The Owner grants warrandice but Excepting therefrom (i) the Lease between the Borrower and Sense Scotland registered in the Books of Council and Session on 9 March 2007; (ii) the Lease between the Borrower and Cross Roads Caring Scotland limited registered in the Books of Council and Session on 22 March 2010 (varied by Minute of Extension dated 5th & 7th July 2016); and (iii) the Lease to be entered into between the Borrower and Women's Rape And Sexual Abuse Centre Dundee And Angus Ltd on or around the same date as these presents.

5 **Registration and execution**

The Owner consents to registration of this standard security and any Certificate for execution. This standard security is executed as follows:


Signature of witness

Full name of above (print)
5 WEST VICTORIA DOCK RD
Dunmore
Dun 25T
Address of witness


Signature of John Gibson, Director

Full name of above (print)
16/4/20
Date of signing
Dunmore
Place

THIS IS THE PLAN REFERRED TO IN THE FOREGOING
DISPOSITION

Sangobeg House, Francis Street, Dundee, DD3 8HH

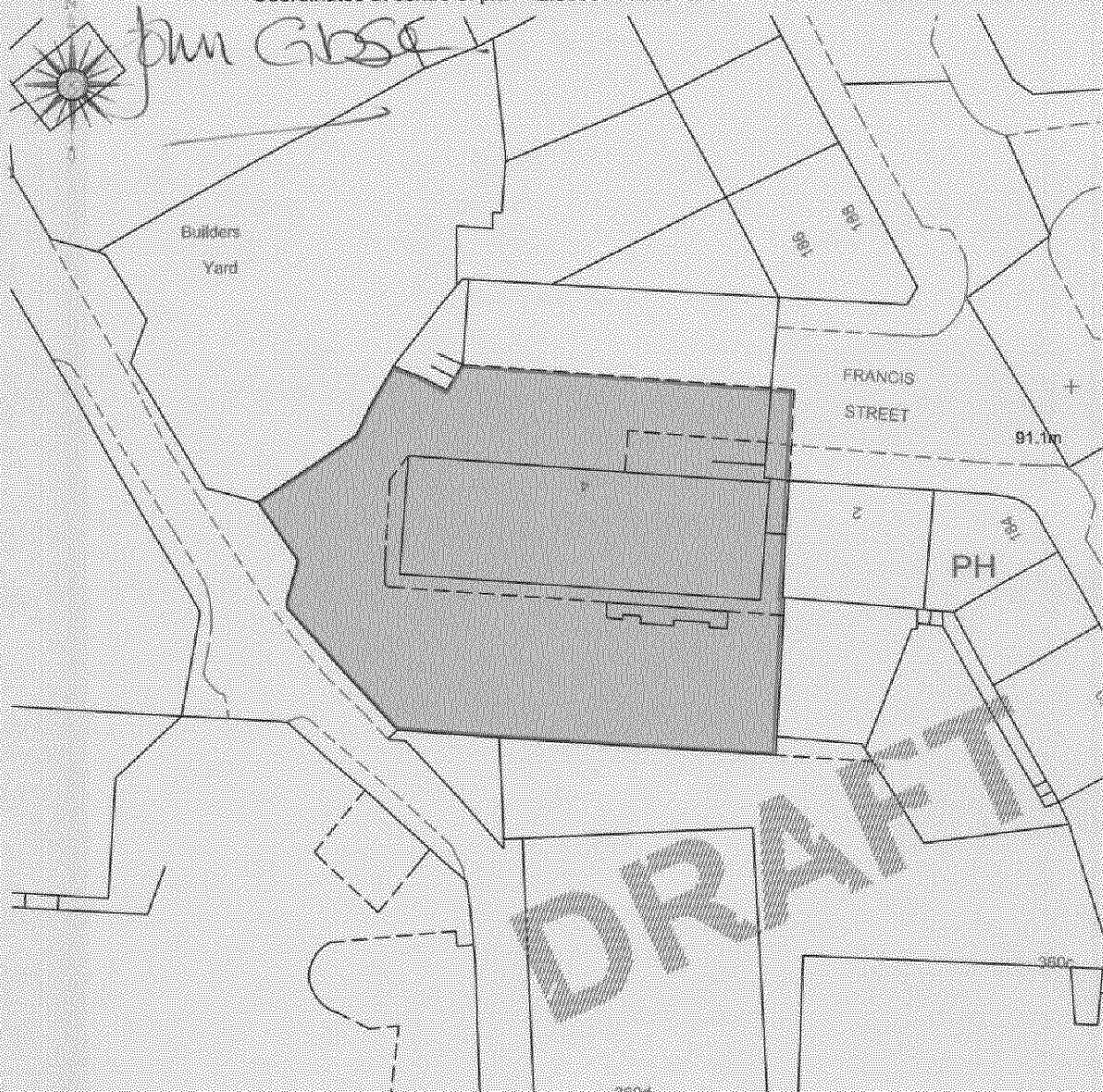
Ref. PP/20/00315

Date. 03/04/2020

By. CA

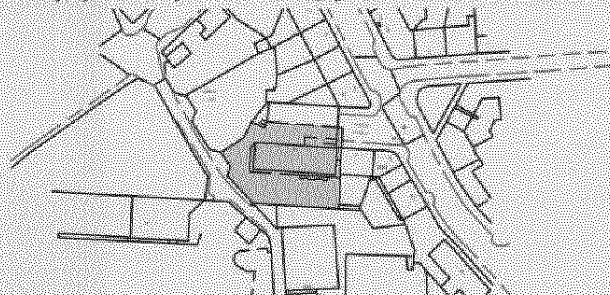
Coordinates at centre of plan - E:339574 N:731963

Area outlined red = 1205m²



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N
Location
Plan
Scale
1/2500

Scale 1/500



@ A4 Size

m - meters
c - centre line

s.t. - or thereby
u/d - undefined

DM HALL

CHARTERED SURVEYORS

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