



Registration of a Charge

Company Name: **B. C. (FULHAM) LIMITED**

Company Number: **00737813**



Received for filing in Electronic Format on the: **28/06/2021**

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Details of Charge

Date of creation: **28/06/2021**

Charge code: **0073 7813 0011**

Persons entitled: **RMD OPTICAL LIMITED**

Brief description: **178A WANDSWORTH ROAD LONDON SW8 2LA AND 178A ANDREW PLACE LONDON SW8 4RA**

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: **TAYLOR ROSE MW**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 737813

Charge code: 0073 7813 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th June 2021 and created by B. C. (FULHAM) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2021 .

Given at Companies House, Cardiff on 30th June 2021

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

THIS LEGAL CHARGE is made the 28th day of June 2021

B E T W E E N:

- (1) RMD OPTICAL LIMITED (Company number 09620289) whose registered office is at 32 (Basement) Woodstock Grove, London W12 8LE ('the Lender') and
- (2) B. C. (FULHAM) LIMITED (Company number 00737813) whose registered office is at The Park View, 183-189 Park View, Acton, London W3 7RW ('the Borrower')

1. DEFINITIONS

In this Legal Charge the following terms shall have the following meanings.

- 1.1 'Balance' means the balance of the Loan outstanding from the Borrower to the Lender from time to time;
- 1.2 'Indebtedness' means the Balance, interest on it and all other money from time owing by the Borrower to the Lender (and, without limitation, whether under this Legal Charge or otherwise and whether in respect of principal or interest or other charges, whether present or future, actual or contingent, jointly or solely owed, or as principal or surety);
- 1.3 'Interest Rate' means an annual rate of 13.00%;
- 1.4 'Interest Payment Days' means monthly in advance from the date the Loan advance is made and at the end of nine months from the date of the Loan advance;
- 1.5 'Legal Fees' means the Lender's solicitor's fees of £1,500.00 in connection with this Legal Charge plus VAT and disbursements;
- 1.6 'Loan' means the sum of one hundred thousand pounds (£100,000.00);
- 1.7 'Parties' mean the parties to this Legal Charge;
- 1.8 'Property' means the freehold property known as 178a Wandsworth Road, London SW8 2LA and 178a Andrew Place, London SW8 4RA registered at the Land Registry with title number LN105496;
- 1.9 'Property Taxes' includes all rates, taxes, assessments, duties, charges and outgoings now or at any time payable in respect of the Property;

- 1.10 **'Repayment Date'** means nine months from the date of drawdown.
- 1.11 **'Clause'** and **'Schedule'** mean respectively a clause or schedule in or to this Legal Charge unless the context shows a contrary meaning.

2. LOAN & RECEIPT

- 2.1 The Borrower hereby acknowledges receipt of the Loan from the Lender.
- 2.2 The Borrower acknowledges that the Arrangement Fee and the Legal Fees are payable by him to the Lender on the date of the Loan advance and the Lender has the option to take such payment by way of deduction from the Loan advance.
- 2.3 The Loan may be advanced by the Lender to the Borrower or the Borrower's solicitor or to such person as the Borrower directs. The fact that the Loan advance may not have been paid directly to the Borrower shall in any way relieve the Borrower of his obligations and liability under this Legal Charge.
- 2.4 The Borrower hereby acknowledges that it is indebted to the Lender in the amount of the Indebtedness.

3. REPAYMENT OF LOAN AND PAYMENT OF INTEREST

- 3.1 On or before the Repayment Date, the Borrower shall pay the Indebtedness to the Lender.
- 3.2 The Borrower shall pay to the Lender interest calculated on a day-to-day basis on the Balance.
- 3.3 The Borrower shall be liable to pay to the Lender such interest on each Interest Payment Day.
- 3.4 All interest payable under this Legal Charge is payable at the Interest Rate.
- 3.5 If the Borrower does not pay to the Lender interest on the due date for payment, such interest shall be added to and form part of the Indebtedness and itself shall attract interest.
- 3.6 Notwithstanding any other terms contained in this Legal Charge or elsewhere, the Indebtedness shall become immediately payable to the Lender upon written demand by the Lender. The Borrower accepts that Lender shall have the sole and absolute discretion to make such written demand. The Borrower shall not seek or be entitled to argue by reason of the definition of 'Repayment Date' in this Legal Mortgage, or by reason of any other express or implied or written or

verbal agreement or representation, that the Indebtednesses shall not be payable until the Repayment Date.

4. CHARGE

- 4.1 The Borrower with full title guarantee charges by way of legal mortgage the Property with the payment of the Indebtedness to the Lender.
- 4.2 The charge created by this Legal Charge shall be a continuing security in respect of the Indebtedness and secures all of the Borrower's interest in the Property.

5. INSURANCE

- 5.1 The Borrower shall keep the Property insured for its full reinstatement value for the time being in some insurance office approved in writing by the Lender and shall duly and punctually pay all premiums and money necessary for effecting and keeping up that insurance and shall on demand produce to the Lender the policy of insurance and the receipt for any premium payable in respect of it.
- 5.2 The proceeds of any such insurance policy shall be held on trust for the Lender.

6. REPAIRS & PLANNING

- 6.1 The Borrower shall keep the Property in good and substantial repair and free from any charges by the local authority for works of private improvement or otherwise.
- 6.2 The Borrower shall comply with all applicable planning laws, regulations and restrictions relating to the Property.

7. COVENANTS

- 7.1 The Borrower shall pay all Property Taxes and any rent and comply with any covenants and other provisions affecting the Property in so far as they are to be paid or complied with by the Borrower and produce to the Lender on demand such evidence as the Lender reasonably requires of the Borrower's compliance with this covenant.
- 7.2 The Borrower shall not without the Lender's prior written consent register under the Land Registration Act 2002 any person as proprietor of the Property and the costs incurred by the Lender of entering from time to time the appropriate notice and/or restriction against registration of the Property shall be included in the Indebtedness.
- 7.3 The Borrower shall not intentionally or by default increase the indebtedness secured pursuant to any other charge over the Property and shall regularly, and

whenever requested to do so by the Lender, promptly provide to the Lender evidence of such indebtedness.

8. RESTRICTIONS

8.1 The Borrower shall not without the Lender's prior written consent:

- (a) create or allow to be created or subsist any mortgage, charge, lien, security or other encumbrance over the Property (other than the charge created by this Legal Charge);
- (b) transfer assign, sub let, part with the possession of, or otherwise deal with the Property;
- (c) grant or agree to grant any lease or tenancy of the Property or any part of it or accept or agree to accept a surrender of any lease or tenancy of it; or
- (d) make any alterations or additions to the Property.

8.2 The Borrower consents to an application being made by the Lender to the Land Registrar for the following restrictions in Forms N and P to be registered against its title to the Property as follows:

Form N:

'No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by RMD Optical Limited of 32 (Basement) Woodstock Grove, London W12 8LE or their personal representatives or their conveyancer.'

Form P:

'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 28th June 2021 in favour of RMD Optical Limited referred to in the charges register or their conveyancer.'

9. CONSOLIDATION

9.1 Section 93 of the Law of Properties Act 1925 shall not apply to this Legal Charge.

10. POWER OF SALE AND APPOINTMENT OF RECEIVER

- 10.1 Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that or any other Act or this Deed at any time after the date of this Deed.
- 10.2 The Lender may without restriction grant or accept surrenders of leases of the Property.
- 10.3 The Lender may under the hand or by deed appoint or remove a receiver or receivers of the Property and may fix and pay the fees of a receiver but any receiver shall be deemed to be the agent of the Borrower and the Borrower shall be solely responsible for the receiver's acts defaults and remuneration.
- 10.4 All or any of the powers conferred on a receiver by this Deed may be exercised by the Lender without first appointing a receiver or notwithstanding any appointment.
- 10.5 The Lender will not be liable to account to the Borrower as mortgagee in possession for any money not actually received by the Lender.
- 10.6 The Lender may as it thinks fit exercise any rights attaching to the Property for the purpose of preserving the value of or realising the Property.
- 10.7 Without prejudice to any other provisions of this Legal Charge or the general law, the statutory and other powers of sale and appointing a receiver shall arise on the date of this Legal Charge and shall become exercisable by the Lender without notice to the Borrower immediately if:
 - (a) the Lender demands payment of any Indebtedness and it is not paid immediately;
 - (b) the Borrower fails to comply with any of the Borrower's obligations under this Legal Charge or any document supplemental to it;
 - (c) the Borrower dies, becomes bankrupt, has a receiving order made against him, makes any arrangement with his creditors generally or takes or suffers any similar action as a result of debt;
 - (d) any execution is levied upon the Borrower's goods or on the Property;
 - (e) any steps are taken by any person to enforce any rights in respect of the Property; or
 - (f) if the powers of sale or appointing a receiver become exercisable under any other security given before or after this Legal Charge by the Borrower to the Lender or to any other person or if any money payable

by the Borrower under any such other security is not paid within 14 days of the due date.

- 10.8 Any receiver appointed by the Lender shall be a receiver and manager and shall (in addition to all powers conferred on him by law) have the following powers which in the case of joint receivers may be exercised jointly or severally:
- (a) to take possession of and generally manage the Property and any business of the Borrower carried on at the Property;
 - (b) to carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance or furnishing;
 - (c) to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;
 - (d) to sell, lease, surrender, accept surrenders of leases, charge or otherwise deal with or dispose of the Property without restriction including (without limitation) power to dispose of any fixtures separately from the Property;
 - (e) to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Borrower;
 - (f) to take continue or defend any proceedings and enter into any arrangement or compromise;
 - (g) to insure the Property and any works and effect indemnity insurance or other similar insurance;
 - (h) to employ advisers, consultants, managers, agents, workmen and others;
 - (i) to purchase or acquire materials, tools, equipment, goods or supplies;
 - (j) to borrow any money and secure the payment of any money in priority to the Indebtedness for the purpose of the exercise of any of his powers;
 - (k) to do any other acts which the receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property.
- 10.9 The Borrower grants to such receiver an irrevocable license and power to use in connection with any business carried on at the Property all property of the Borrower at the Property when the receiver is appointed and to remove, store, sell, and/or dispose of any such property. The receiver will account to the Bank for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale.

- 10.10 A receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925.

11. BORROWER'S DEFAULTS

- 11.1 If the Borrower fails to perform or observe any of his obligations under this Legal Charge the Lender shall be entitled but not obliged to take such steps as it thinks fit in or towards making good the Borrower's default without becoming liable as mortgagee in possession and for that purpose to enter the Property.
- 11.2 All money paid by the Lender in the exercise of his rights under this Legal Charge shall be money properly paid by him and shall form part of the Indebtedness and the Borrower shall pay such monies to the Lender on demand with interest at the Interest Rate from the date of payment by the Lender until the date of payment by the Borrower.

12. ATTORNEY & FURTHER ASSURANCE

- 12.1 The Borrower shall do all things and execute all such documents as the Lender may request in order to carry this Legal Charge into effect or in order to provide adequate or further security to the Lender in respect of the Indebtedness.
- 12.2 The Borrower irrevocably appoints the Lender as his attorney to execute any document or do anything which is required for any of the purposes of this Legal Charge or the exercise or enforcement of any of the Lender's rights and remedies under it.

13. FREEDOM FROM ACCOUNTABILITY

- 13.1 If the Lender enters into possession of the Property or part of it he may from time to time at pleasure go out of such possession and shall not be liable to account as lender in possession while in fact out of possession.

14. NOTICES

- 14.1 Any notice given under this Legal Charge shall be in writing and may be served: personally; by registered or recorded delivery mail; by telex or facsimile transmission (the latter confirmed by telex or post); or by any other means which any party specifies by notice to the others.
- 14.2 Each party's address for the service of notice shall be that Party's above mentioned address or such other address as that party specifies by notice to the others.

- 14.3 A notice shall be deemed to have been served: if it was served in person, at the time of service; if it was served by post, 48 hours after it was posted; and if it was served by telex or facsimile transmission, at the time of transmission.

15. COSTS & EXPENSES

- 15.1 The Borrower shall pay to the Lender on demand all legal and other costs charges and expenses incurred by or on behalf of the Lender on a full indemnity basis in relation to this Legal Charge (including its enforcement) or the Indebtedness. Such costs charges and expenses shall form part of the Indebtedness.
- 15.2 The Legal Fees and Lender's solicitors' other fees in connection with this Legal Charge and all other matters and transactions related to this Legal Charge shall be payable by the Borrower and such fees may be deducted from the Loan advance and shall form part of the Indebtedness.

16. INTERPRETATION

- 16.1 Except where the context renders it absurd or impossible every reference to any party to this Legal Charge shall include his or her successors in title and personal representatives, by and against whom this Legal Charge shall be enforceable as if they had been originally named as parties.
- 16.2 In this Legal Charge words expressed in any gender shall where the context so requires or permits include any other gender; words importing persons shall include bodies corporate and partnerships and other incorporated bodies and vice versa; and words expressed in the singular shall where the context so requires or permits include the plural.
- 16.3 The headings to clauses are inserted for ease of reference only and shall not affect the construction of this Legal Charge.
- 16.4 References in this Legal Charge to anything which any party is required to do or not to do shall include his acts, defaults and omissions, whether: direct or indirect; on his own account; or for or through any other person; and those which he permits or suffers to be done or not done by any other person.
- 16.5 The effect of all obligations affecting the Borrower under this Legal Charge is cumulative and no obligation shall be limited or modified by any other of those obligations.

17. ENGLISH LAW

- 17.1 This Legal Charge is governed by English law.
- 17.2 The Parties submit to the non exclusive jurisdiction of the English Courts.

18. WARRANTY OF AUTHORITY


If a company, the Borrower and the individual who sign this Legal Charge on its behalf each warrants that it and he are duly authorised to enter into this Legal Charge and that the transaction contemplated by this Legal Charge is not ultra vires the Borrower.

IN WITNESS OF WHICH the Parties have executed this **LEGAL CHARGE** as a **DEED** on the date appearing at the beginning of this **LEGAL CHARGE**.

Executed as a deed by
B. C. (Fulham) Limited
acting by Fahim Ahmad Khan
a director


.....
Director

In the presence of:

W Signature: 

I Name:

T Address:

N

E

S

S Occupation: Solicitor

Taylor Rose MW
69 Carter Lane
London
EC4V 6EQ

