



Registration of a Charge

Company Name: **A & A INVESTMENT (UK) LTD**

Company Number: **03517678**



Received for filing in Electronic Format on the: **11/05/2021**

XA4AMGQ8

Details of Charge

Date of creation: **29/04/2021**

Charge code: **0351 7678 0009**

Persons entitled: **STATE BANK OF INDIA (UK) LIMITED**

Brief description: **NOT APPLICABLE**

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: **AXIOM STONE SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3517678

Charge code: 0351 7678 0009

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th April 2021 and created by A & A INVESTMENT (UK) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th May 2021 .

Given at Companies House, Cardiff on 12th May 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**

DATED 29 April 2021

A & A INVESTMENT (UK) LTD

BETWEEN

STATE BANK OF INDIA (UK) LIMITED

DEED OF ASSIGNMENT OF RENT

~ relating to ~

The properties described in Schedule 1



AxiomStone
Solicitors

Berkeley Square House | 2nd Floor | Mayfair | W1J 6BD

Ref: 111089.005

THIS DEED OF ASSIGNMENT is made the 29 day of April 2021

BETWEEN: -

- (1) **A & A INVESTMENT (UK) LTD**, a company incorporated in England and Wales with registered number 03517678, whose registered office address is at Victoria House, 18 Dalston Gardens, Stanmore, Middlesex, HA7 1BU ("the **Assignor**"); and
- (2) **STATE BANK OF INDIA (UK) LIMITED** incorporated and registered in England and Wales with company number 10436460 whose registered address is at 15 King Street, London, EC2V 8EA ("the **Bank**")

WHEREAS:

- (A) The Assignor is the owner of the property described in Schedule One to this Deed ("the **Property**") subject (inter alia) to the lease short particulars of which are set out in Schedule Two to this Deed ("the **Lease**") and to the legal charge in favour of the Bank short particulars of which are set out in Schedule Three to this Deed.
- (B) The Assignor has agreed to assign to the Bank the right to receive all rental income from the Property.

NOW THIS DEED WITNESSETH

1. DEFINITIONS AND INTERPRETATION

- (1) In this Deed the following expressions shall have the following meanings: -

"Agreed Rate of Interest" means the most recent rate of interest from time to time agreed between the Bank and the Assignor under the Facility Agreement;

Assured Shorthold Tenancies: means the grant of a tenancy for a minimum term of six months and a maximum term of one year;

"Facility Agreement" means the secured term loan facility agreement dated on or around the date of this Deed between (1) the Assignor (as borrower) and (2) the Bank (as lender), as the same may be amended, amended and restated, varied, supplemented or extended from time to time;

"Lessee" means the present lessee of the Property referred to in Schedule Two;

"Rents" means all rents due under any present and future lease, tenancy or other agreement and all licence fees, mesne profits, and other sums of whatever nature due to the Assignor from any tenant, licensee or other occupier or person having rights over the whole or any part or parts of the Property from time to time including without limitation the yearly rent referred to in Schedule Two but excluding any such sums (whether reserved as rent or not) paid in respect of contribution to or reimbursement of costs and expenses properly incurred by the Assignor in

connection with the insurance or management of or the provision of services to the Property or the tenants, licensees, occupiers or users thereof;

Secured Obligations means all or any monies, obligations and liabilities which are for the time being and from time to time (and whether on or at any time after demand) due, owing or payable, or expressed to be due, owing or payable, in whatsoever manner to the Bank by the Assignor, whether actually or contingently, solely or jointly and whether as principal or surety or in any other capacity, and whether or not the Bank shall have been an original party to the relevant transaction, including, without limitation interest (including without limitation, default interest), discount, commission and all other charges or expenses which the Bank may charge or incur in respect of any of those matters, as well after as before any demand made or decree or judgment obtained under this Deed; and

"Specified Rate of Interest" means a rate calculated on a daily basis 2% per annum above the Agreed Rate of Interest from time to time.

(2) In this Deed (unless otherwise provided):

- (a) references to Clauses and Schedules are to be construed as references to the Clauses of, and Schedules to, this Deed;
- (b) references to this Deed (or to any specified provisions of this Deed) or any other document shall be construed as references to this Deed, that provision or that document as amended, varied, novated or supplemented from time to time;
- (c) headings are for ease of reference only;
- (d) words imparting the singular shall include the plural and vice versa;
- (e) references to a person shall be construed so as to include that person's assigns, transferees or successors in title and shall be construed as including references to an individual, firm, partnership, joint venture, company, corporation, unincorporated body of persons or any state or agency thereof; and
- (f) references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

2. ASSIGNMENT

- (1) The Assignor with full title guarantee hereby assigns to the Bank the Rents (including for the avoidance of doubt all arrears (if any) and all future payments of such Rents) together with power to sue for recovery and give effectual discharges

for the same in the name of the Assignor or otherwise as a continuing security for the discharge on demand of the Secured Obligations.

- (2) On or after repayment to the Bank in full of all Secured Obligations the Bank will at the request and cost of the Assignor re-assign the Rents accruing due thereafter to the Assignor free and discharged from the security created by this Deed.

3. NO LIABILITY TO LESSEES

Nothing contained in this Deed shall render or make the Bank liable in any way whatsoever to the Lessee or any other lessee or occupier of the Property in respect of any obligations on the part of the Assignor or any other provision or provisions contained in the Lease or any other agreement relating to the occupation of the Property.

4. UNDERTAKINGS BY ASSIGNOR

The Assignor undertakes with the Bank:

- (1) to execute and to deliver to the Lessee a notice that the Assignor has assigned to the Bank all Rent payable under the Lease including all arrears and all future payments of such Rent and in the notice the Assignor will direct and instruct the Lessee to make all payments of Rent under the lease to the Bank at the Bank's Branch at 5th Floor, Hasilwood House, 60 – 64, Bishopsgate, London, EC2N 4AW or such other address as the Bank may from time to time notify in writing to the Assignor and the Lessee.
- (2) that the Assignor shall, upon request at any time by the Bank, endorse on the original and every copy of a demand for Rent under the Lease or any future lease of the Property a notice in the following form or in such other form as the Bank may from time to time notify in writing to the Assignor:

"The rent hereby demanded has been assigned to and is payable only to State Bank Of India (UK) Limited of whose receipt is a valid discharge for the same"

6. POWER OF ATTORNEY

The Assignor by way of security irrevocably appoints (severally) the Bank, any receiver or administrative receiver appointed by the Bank and any person nominated under the hand of any officer of the Bank to be the Assignor's attorney and for and on the Assignor's behalf to execute, perfect and complete any document, act, matter, thing or deed requisite in connection with:

- (1) any further assignment requested pursuant to Clause 8(2);
- (2) the collection of the Rents including (but not limited to) the right to levy distress or forfeit any tenancy where any Rents remain unpaid after the due date and to take any proceedings to enforce payment of any of the Rents; and
- (3) otherwise in connection with the security created by this Deed.

7. NO MERGER ETC.

Nothing herein shall be deemed to constitute the Bank a mortgagee in possession of the Property or the Rents and the provisions of this Deed are additional to and not in substitution for and shall not merge with prejudice or be prejudiced by any charge, security or rights which the Bank may now or hereafter have or become entitled to in respect of the Secured Obligations.

8. TERMINATION AND GRANT OF LEASES

- (1) If any of the leases or tenancies affecting the Property are surrendered, forfeited or are determined in any way then the Assignor shall forthwith notify the Bank in writing of such event.
- (2) The Assignor shall not grant any new lease, licence or tenancy or other agreement whereby any person acquires any rights to occupy or use the whole or any part of the Property without the prior written consent of the Bank, save for the grant of an Assured Shorthold Tenancies. On the granting of such lease, tenancy or other agreement the Assignor shall (if requested to do so by the Bank) enter into a further assignment of the Rents due thereunder in the same form as this Deed save only for such changes as are necessary to make the same applicable to such new lease, licence, tenancy or other agreement.

9. REMEDIES, WAIVERS AND CONSENTS

- (1) No failure on the part of the Bank to exercise, and no delay on its part in exercising, any right or remedy under this Deed will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exhaustive of any rights or remedies provided by law.
- (2) Any waiver and any consent by the Bank under this Deed must be in writing and may be given subject to any conditions thought fit by the Bank. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

10. SERVICE OF DEMANDS, NOTICE, ETC.

A demand or notice hereunder shall be in writing signed by an officer or agent of the Bank and may be served on the Assignor either by hand or post or facsimile. A demand or notice by post may be addressed to the Assignor or the personal or other legal representatives of the Assignor at the Assignor's registered office, place of business or address last known to the Bank and a demand or notice so addressed and posted shall be deemed to have been received on the business day next following the day on which it was posted whether or not returned undelivered and

shall be effective notwithstanding the death or other disability of the Assignor. If sent by facsimile such notice may be sent to the last facsimile number of the Assignor known to the Bank and shall be deemed to have been received when sent. If delivered by hand such notice shall be deemed to have been received when delivered to such registered office, place of business or address aforesaid.

11. ASSIGNMENT

The Bank shall have the right to assign the whole or any part of the benefit to it of this Deed and the expression "the Bank" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Bank, who shall be entitled to enforce and proceed upon this Assignor in the same manner as if named herein. The Bank shall be entitled to impart any information concerning the Assignor to any such assignee or other successor of any participant or proposed assignee, successor or participant. The Assignor may not assign any of its rights, or transfer any of its rights or obligations, under this Deed

12. MERGER/RECONSTRUCTION

This Deed shall remain in effect and binding on the Assignor notwithstanding any amalgamation or merger that may be effected by the Bank with any other company and notwithstanding any reconstruction by the Bank involving the formation of and transfer of the whole or any of the undertaking of the Bank to a new company and notwithstanding the sale or transfer of any part of the undertaking and assets of the Bank to another company.

13. COUNTERPARTS

This Deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed

14. GOVERNING LAW AND JURISDICTION

- (1) This Deed and any dispute or claim (including non-contractual disputes or claims) is governed by and shall be construed in accordance with English law and the parties hereby irrevocably submit to the exclusive jurisdiction of the English Courts.
- (2) Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause 14 shall limit the right of the Bank to take proceedings against the Assignor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

- (4) The Assignor irrevocably consents to any process in any legal action or proceedings under clause 10 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.

15. THIRD PARTY RIGHTS

A person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this Deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

16. PROVISIONS SEVERABLE

Every provision contained in this Deed shall be severable and distinct from every other such provision and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected thereby

IN WITNESS whereof the Assignor has executed this Deed as a deed the day and year first before written.

SCHEDULE ONE

(Description of Property)

Property

The freehold property known as 146 Blackstock Road, N4 2DY as the same is registered at HM Land Registry with title number LN71584 and any part or parts of it and including all rights attached or appurtenant to it and all buildings fixtures fittings plant and machinery from time to time situated on it.

SCHEDULE TWO

(Particulars of Lease)

146 Blackstock Road, N4 2DY

<u>Date</u>	<u>Parties</u>	<u>Term</u>	<u>Annual Rent</u>
Lease is dated - 7 November 2014 Contractual Term begins from - 1 November 2012	1. A & A Investment UK Limited 2. Daniel Tekle	12 years	£20,000 per annum

Top floor 146 Blackstock Road, N4 2DY

<u>Date</u>	<u>Parties</u>	<u>Term</u>	<u>Annual Rent</u>
6 October 2020	1. A & A Investment UK Limited 2. Nouicer Mebrouk	12 months fixed term	£1,250 per calendar month

146b Blackstock Road, N4 2DY

<u>Date</u>	<u>Parties</u>	<u>Term</u>	<u>Annual Rent</u>
21 August 2020	1. A & A Investment UK Limited 2. Mr Mustafa Yalcin; and 3. Mrs Cansu Topal Yalcin	12 months	£1,250 per calendar month

146c Blackstock Road, N4 2DY

<u>Date</u>	<u>Parties</u>	<u>Term</u>	<u>Annual Rent</u>
23 July 2020	1. A & A Investment UK Limited 2. Mr Atanas Stoyanov; and 3. Rusaliya Yordanova	12 months	£1,400 per calendar month

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1 Chatterton Mews, Chatterton Road, Islington, London, N42AU

<u>Date</u>	<u>Parties</u>	<u>Term</u>	<u>Annual Rent</u>
1 September 2020	1. A & A Investment UK Limited 2. Salman Mushtaq	12 months	£1,300 per calendar month

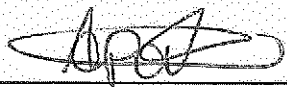
SCHEDULE THREE

(Details of Bank's charge)

<u>Date</u>	<u>Parties</u>	<u>Amount Secured</u>
On or about the date of this Agreement	The Assignor (1) The Bank (2)	All moneys

EXECUTED as a deed by A & A
INVESTMENT (UK) LTD acting by its
director AVINASHI PATEL, in the presence
of

) 
) Director



Ashish Patel

22 The Bantocks

West Bromwich

B70 0PA

Company Director

Witness signature

Witness name

Witness address

Occupation

EXECUTED for and on behalf of STATE
BANK OF INDIA (UK) LIMITED acting by
its duly authorised signatory

)
)

Witness signature

Witness name

Witness address

Occupation

FORM OF NOTICE OF ASSIGNMENT

To: [●]
[Address]

Dated: 2018

Dear Sirs,

Re: .

Lease dated [●]

Property: [●]

We hereby give you notice that by a deed of assignment dated the day of 2018 ("the **Deed of Assignment**") we assigned the yearly rent of £[●] payable under your lease of the above premises (including any existing arrears of rent and all future instalments of rent) to [●] ("the **Bank**") [and we hereby irrevocably direct and instruct you to pay any such existing arrears of rent and all future payments of rent direct to the Bank upon receipt of the Bank's written notice to do so to an account with the Bank as detailed in such notice].

Yours faithfully,

I/We acknowledge receipt of the above notice and confirm that I/we will comply with the instructions contained therein.

Signed:
For and on behalf of [●]