



Registration of a Charge

Company name: **ASHA INVESTMENTS (UK) LTD**

Company number: **05832053**



X65ZA90B

Received for Electronic Filing: **08/05/2017**

Details of Charge

Date of creation: **04/05/2017**

Charge code: **0583 2053 0028**

Persons entitled: **PUNJAB NATIONAL BANK (INTERNATIONAL) LIMITED**

Brief description: **FREEHOLD LAND & PROPERTY AT 866 AND 868 UXBRIDGE ROAD, HAYES UB4 0RR REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER NGL 140727 & 870 AND 872 UXBRIDGE ROAD, HAYES REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER NGL 63399**

Contains fixed charge(s).

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:

RANDEEP JANDU



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5832053

Charge code: 0583 2053 0028

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th May 2017 and created by ASHA INVESTMENTS (UK) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th May 2017 .

Given at Companies House, Cardiff on 9th May 2017

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 DEED is dated

4 MAY 2017

PARTIES

- (1) Asha Investments (UK) Limited incorporated and registered in England and Wales with company number 05832053 whose registered office is at Top Floor, Bridgewater House, 866-868 Uxbridge Road, Hayes, England, UB4 0RR (Mortgagor)
- (2) Punjab National Bank (International) Limited incorporated and registered in England and Wales with Mortgagor number 05781326 whose registered office is at 1 Moorgate, London EC2R 6JH and Southall Branch at 110 South Road, Southall UB1 1RB (**Lender**).

BACKGROUND

- (A) This deed is supplemental to the Legal Charge
- (B) The Borrower owns the Mortgaged Property.
- (C) Under this deed, the Borrower provides security to the Lender for the loan facilities made available under the Facility Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Legal Charge: the legal charge dated 18 October 2014 between the Borrower and the Lender.

Facility Agreement: the facility agreement dated 28/4/17 between the Borrower and the Lender for the provision of the loan facilities secured by this deed.

Mortgaged Property: the freehold property (whether registered or unregistered) owned by the Borrower described in Schedule 1.

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Facility Agreement, or this deed (together with all interest (including, without limitation, default interest) accruing in respect of those monies or liabilities.

Supplemental Insurance Policy: each contract and policy of insurance effected or maintained by the Borrower from time to time in respect of the Mortgaged Property.

Supplemental Secured Assets: all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this deed.

1.2 Incorporation of interpretation and other provisions

1.3 Nature of security over real property

A reference in this deed to a charge or mortgage of or over the Mortgaged Property includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Mortgaged Property at any time;
- (b) the proceeds of the sale of any part of that Mortgaged Property and any other monies paid or payable in respect of or in connection with that Mortgaged Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Mortgaged Property, and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Mortgaged Property.

2. COVENANT TO PAY

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

3. GRANT OF SECURITY

3.1 Legal mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender, by way of extension legal mortgage, the Mortgaged Property.

3.2 Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender by way of first fixed charge:

- (a) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Mortgaged Property; and
- (b) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business carried on at the Mortgaged Property or the use of any Supplemental Secured Asset, and all rights in connection with them.

3.3 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities:

- (a) all its rights in each Supplemental Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Supplemental Insurance Policy

4. REPRESENTATIONS AND WARRANTIES

4.1 Incorporation of representations and warranties

The representations and warranties set out in the Legal Charge shall apply to this deed as if set out in this deed in full (with the necessary modifications) and as if references in those clauses to:

- (a) "this deed" were to this deed;
- (b) an "Insurance Policy" were to a Supplemental Insurance Policy;
- (c) a "Property" were to the Mortgaged Property; and
- (d) "Secured Assets" were to the Supplemental Secured Assets

4.2 Times for making representations and warranties

The representations and warranties referred to in clause 4.1 are made by the Borrower on the date of this deed in relation to the Supplemental Secured Assets and the representations and warranties contained in the Legal Charge and incorporated by reference into this deed are deemed to be repeated in relation to the Supplemental Secured Assets on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition

5. COVENANTS

5.1 Negative pledge and disposal restrictions

The Borrower shall not at any time, except with the prior written consent of the Lender:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Supplemental Secured Asset other than any Security created by this deed;

- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Supplemental Secured Assets; or
- (c) create or grant (or purport to create or grant) any interest in the Supplemental Secured Assets in favour of a third party.

5.2 Notices to be given by the Borrower

The Borrower shall immediately on the execution of this deed (or, if later, the date of acquisition of the relevant Supplemental Secured Asset):

- (a) give notice to each insurer that it has assigned its rights and interest in and under each Supplemental Insurance Policy under clause 3.3(a) and procure that each addressee of any such notice promptly provides within five Business Days to the Lender an acknowledgement of the notice of the Lender's interest; and
- (b) give notice to each counterparty to a Supplemental Relevant Agreement that it has assigned its rights and interest in and under that Supplemental Relevant Agreement under clause **Error! Reference source not found.** and procure that each addressee of any such notice promptly provides within five Business Days to the Lender an acknowledgement of the notice of the Lender's interest

The Borrower shall obtain the Lender's prior approval of the form of any notice or acknowledgement to be used under this clause 5.2.

6. PERFECTING THE SECURITY

6.1 Registration at the Land Registry

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction to be registered against its title to the Mortgaged Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated 4/5/17...in favour of Punjab National Bank (International) Limited referred to in the charges register"

6.2 Further advances

The Lender covenants with the Borrower that it shall perform its obligations to make advances under the Facility Agreement (including any obligation to make available further advances).

7. CONTINUATION OF EXISTING SECURITY

7.1 Legal Charge remains in full force and effect

Except as supplemented by this deed, the Legal Charge remains in full force and effect. The definition of "Secured Assets" contained in the Legal Charge shall, for the avoidance of doubt, include all, or the relevant part, of the rights, property, assets and undertaking mortgaged, charged or assigned, as the case may be, under clause 3.

7.2 Designation as a Finance Document

This deed is designated a Finance Document.

8. COUNTERPARTS

8.1 Counterparts

- (a) 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.

9. NOTICES

9.1 Delivery

Any notice or other communication given to a party under or in connection with this deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- (c) sent to:
 - (i) the Borrower at the above address
 - (ii) the Lender at the above address

or to any other address or fax number as is notified in writing by one party to the other from time to time.

9.2 Receipt by Borrower

Any notice or other communication that the Lender gives to the Borrower shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after the day posting; and
- (c) if sent by fax, when received in legible form.

A notice or other communication given as described in clause 9.2(a) or clause 9.2(c) given as described on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

9.3 Receipt by Lender

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

9.4 Service of proceedings

This clause 9 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

9.5 No notice by e-mail

A notice or other communication given under or in connection with this deed is not valid if sent by e-mail.

10. GOVERNING LAW AND JURISDICTION

10.1 Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10.2 Jurisdiction

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 shall limit the right of the Lender to take proceedings against the Borrower 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 that other jurisdiction.

10.3 Other service

The Borrower irrevocably consents to any process in any legal action or proceedings under clause 10.2 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.

This document has been executed as a deed and is delivered and takes effect on the date stated and is delivered and is delivered at the beginning of it.

Schedule 1 Mortgaged Property

**FREEHOLD LAND & PROPERTY AT 866 AND 868 UXBRIDGE ROAD, HAYES UB4
ORR REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER NGL 140727
& 870 AND 872 UXBRIDGE ROAD, HAYES REGISTERED AT THE LAND REGISTRY
UNDER TITLE NUMBER NGL 63399**

Executed as a deed by
Asha Investments (UK) Limited
acting by a director and its secretary or
two directors:

Indulal Mahkar
Director

By [Signature]
~~Director or Secretary~~

Executed as a deed by
Asha Investments (UK) Limited
Acting by a director in the presence of:

Witness Name: MANDEEP SINGH

Witness Signature: [Signature]

Address: 101 EAST AVENUE
HAYES
UB3 2HT

Occupation: MANAGER

Executed as a deed by
Indulal Mahkar
Director acting by a director in the presence of

Witness Name:

Witness Signature:

Address:

Occupation:

DATED

4 MAY 2017

SUPPLEMENTAL LEGAL MORTGAGE

between

ASHA INVESTMENTS (UK) LIMITED

and

PUNJAB NATIONAL BANK (INTERNATIONAL) LIMITED

**FREEHOLD LAND & PROPERTY AT 866 AND 868 UXBRIDGE ROAD, HAYES UB4 0RR,
REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBER NGL 140727 & 870
AND 872 UXBRIDGE ROAD, HAYES REGISTERED AT THE LAND REGISTRY UNDER
TITLE NUMBER NGL 63399**

Stradbrooms 
Solicitors

I HEREBY CERTIFY THIS TO BE A TRUE
COPY OF THE ORIGINAL OF WHICH IT
PURPORTS TO BE A COPY

SOLICITOR

Stradbrooms

STRADBROOKS SOLICITORS

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