



**Registration of a Charge**

Company name: **ROOKESWOOD LIMITED**

Company number: **08298419**



X7XQ2C4I

Received for Electronic Filing: **23/01/2019**

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**Details of Charge**

Date of creation: **10/01/2019**

Charge code: **0829 8419 0004**

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

Brief description: **LEASEHOLD PROPERTY 3 SHAKESPEARE ROAD, EALING, LONDON, W7  
UNDER TITLE NUMBER NGL589645**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**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: **REBEKKA VISSER**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 8298419

Charge code: 0829 8419 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th January 2019 and created by ROOKESWOOD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd January 2019 .

Given at Companies House, Cardiff on 24th January 2019

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 LEGAL MORTGAGE is made on 10 January 2019 ~~2018~~

**ROOKESWOOD LIMITED** (company number 08298419) a company incorporated in England and Wales and having its registered office at 4 Aztec Row, Berners Road, Islington, London, N1 0PW (the **Chargor**);

and

**PUNJAB NATIONAL BANK (INTERNATIONAL) LIMITED** (company number 05781326) a company incorporated in England and Wales and having its registered office at 1 Moorgate, London EC2R 6JH (the **Bank**).

## RECITALS

- A. The Chargor enters into this Deed in connection with the facility agreement between the Chargor as borrower and the Bank as lender entered into on or around the date hereof (as may be amended or restated from time to time) (the **Facility Agreement**) and in relation to the leasehold property described as 3 Shakespeare Road, Ealing, London, W7 – registered at HM Land Registry with title number NGL589645 (the **Specific Mortgaged Property**).
- B. It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

## 1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Deed the following terms have the meanings set out opposite them:

"Administrator"	any person appointed under the Insolvency Act 1986 to manage the Chargor's business and assets.
"Facility Agreement"	the facility agreement described in the Recitals.
"Insolvency Act"	Insolvency Act 1986 and any secondary legislation made under it.
"LPA"	Law of Property Act 1925.
"Mortgaged Property"	all freehold or leasehold property included in the definition of Security Asset.
"Receiver"	a receiver or receiver and manager or administrative receiver, in each case appointed under this Deed.
"Rental Income"	all amounts paid or payable to the Chargor in connection with the letting, licencing or use of the Mortgaged Property including without limitation rent, deposits, premia, tenant contributions, insurance payouts, damages and compensation.
"Secured Liabilities"	all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Borrower and the Chargor to the Lender under the Facility Agreement and the Security Documents, except for any obligation which, if it were so included, would result in this Deed contravening section 678 or 679 of the Companies Act 2006.

<b>"Security"</b>	any mortgage, charge, pledge, trust, assignment by way of security, hypothecation, lien, or any other arrangement for the purpose of or having a similar effect to creating security or any title retention rights or any set off rights created by agreement.
<b>"Security Assets"</b>	any asset of the Chargor which is, or is expressed to be, subject to any Security created by this Deed.
<b>"Specific Mortgaged Property"</b>	the specific property with the address and title number referred to in the Recitals.

- 1.2 In this Deed:
- 1.2.1 capitalised terms defined in the Facility Agreement have the same meaning in this Deed unless expressly defined in this Deed;
  - 1.2.2 the terms of the Facility Agreement, Security Documents and any other related agreement between the parties are incorporated in this Deed to the extent required to ensure that any purported disposition, or agreement for the disposition, of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989; and
  - 1.2.3 unless otherwise stated references to a "clause" or Schedule refer to a clause or Schedule of this Deed
- 1.3 If there is any conflict between the terms of this Deed and the terms of the Facility Agreement, the terms of the Facility Agreement shall prevail.
2. **COVENANT TO PAY**
- 2.1 The Chargor agrees with the Bank that it will pay and/or discharge the Secured Liabilities when the same are due and payable.
3. **SECURITY**
- 3.1 As continuing security for the payment and/or discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Bank:
- 3.1.1 by way of first **legal mortgage**, the Specific Mortgaged Property;
  - 3.1.2 by way of first **fixed charge** any freehold or leasehold property (excluding any property charged by clause 3.1.1) now and in the future owned by the Chargor or in which the Chargor may have an interest;
  - 3.1.3 by way of first **fixed charge**, all buildings, fixtures, fittings and fixed plant and machinery on the Chargor's freehold or leasehold property;
  - 3.1.4 by way of first **fixed charge**, the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of the Chargor's freehold or leasehold property or any moneys paid or payable in respect of those covenants;
  - 3.1.5 by way of first **fixed charge**, all Rental Income present or future.
- 3.2 The Chargor with full title guarantee assigns to the Bank all amounts now or hereafter owing to the Chargor by way of:
- 3.2.1 Rental Income; and
  - 3.2.2 any other amounts (including, without limitation, ground rents, rent charges and dilapidations) payable by any tenant, licensee or occupier (in any such case, present or future) of the Specific Mortgage Property,

and, in each case, the proceeds thereof and all rights to recover such amounts and subject to re-assignment on payment of the Secured Liabilities.

#### 4. RESTRICTIONS

4.1 The Chargor agrees with the Bank that it will not, without the Bank's prior written consent:

4.1.1 create or permit to subsist, in favour of any person other than the Bank, any Security on the whole or any part of the Mortgaged Property, present or future, other than in favour of the Bank except for those previously disclosed to the Bank in writing prior to the date of this Deed (and to which the Bank has consented in writing);

4.1.2 dispose of the Specific Mortgaged Property;

4.2 The Chargor consents to the Bank applying to the Land Registry in form RX1 to register the following restriction against the titles relating to the Specific Mortgaged Property (or otherwise in relation to a Mortgaged Property) or which is the subject of first registration of title:

##### "RESTRICTION

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 \_\_\_\_\_ in favour of Punjab National Bank (International) Limited referred to in the charges register or their conveyancer."

#### 5. REPRESENTATIONS AND WARRANTIES

5.1 The Chargor hereby represents and warrants to and for the benefit of the Bank that:

5.1.1 no existing mortgage, charge, contract, licence, agreement or other instrument binding on the Chargor will be contravened by the Chargor entering into or performing this Deed;

5.1.2 the execution of this Deed does not constitute a transaction at an undervalue for the purposes of Section 339 of the Insolvency Act or a preference for the purposes of Section 340 of the Insolvency Act nor fall to be challenged under any like legislation;

5.1.3 the Chargor has good and marketable title to the Security Assets and has power to charge the same with full title guarantee;

5.1.4 the Chargor is the sole legal and beneficial owner of the Mortgaged Property free from any encumbrances and the Bank has been supplied with accurate and complete copies of all deeds and documents (including all existing leases) which materially affect the title to the Mortgaged Property;

5.1.5 the Chargor has complied in all respects with all environmental laws in relation to the Mortgaged Property and there have not been any events, condition or activity at or about the Mortgaged Property which could give rise under any environmental laws to any criminal, civil liability or statutory liability or which could require the carrying out of any remedial work in respect of any environmental contamination or waste; and

5.1.6 there is no material breach or non-performance of the covenants, obligations, statutory requirements, planning consents, bye-laws, orders and regulations affecting the Mortgaged Property.

#### 6. UNDERTAKINGS

6.1 The Chargor agrees with the Bank that it will:

6.1.1 inform the Bank if it acquires any Mortgaged Property, a subsidiary, or material asset;

6.1.2 subject to the provisions of any lease under which the Mortgaged Property is held, maintain all Mortgaged Property, including but not limited to all buildings and all plant and machinery, in good and substantial repair and condition and allow the Bank access, at all reasonable times, to view the condition of its Mortgaged Property;

- 6.1.3 observe and perform all restrictive and other covenants and stipulations for the time being affecting the Mortgaged Property or its use or enjoyment;
- 6.1.4 comply in all material respects with all existing and proposed law and regulations relating to the Mortgaged Property;
- 6.1.5 comply with all environmental laws and environmental licences applicable to the Mortgaged Property and its business and promptly, on the Bank's request, provide it with copies of any environmental licences;
- 6.1.6 observe and perform all the lessee's covenants in any lease under which any Mortgaged Property is held and enforce the observance and performance of all obligations of other persons under any lease or licence granted by it;
- 6.1.7 subject to the requirements of any landlord, deposit with the Bank all deeds and a copy of the insurance policies (and evidence of payment of premium if requested by the Bank) relating to the Mortgaged Property;
- 6.1.8 obtain comprehensive risk insurance cover in relation to the Security Assets regarding all risks usually insured against by prudent businesses or that the Bank reasonably requires (in particular ensuring that building insurance is in place at a level no less than the reinstatement value stated in the valuation, and also loss of rent and profits, damage by fire, and third party and public liability insurance) with the Bank's interest noted;
- 6.1.9 manage the Mortgaged Property to obtain the best practicable return of Rental Income, and procure payment, collection and recovery of Rental Income promptly;
- 6.1.10 grant the Bank or its solicitors, on request, all reasonable facilities to enable them to carry out, at the Chargor's expense, such investigation of title to the Mortgaged Property and enquiries about it as would be carried out by a prudent mortgagee;
- 6.1.11 punctually pay and indemnify the Bank and any Receiver or Administrator against all rent, taxes, charges and any other outgoings payable in respect of the Mortgaged Property and promptly produce the receipts for them to the Bank upon its request;
- 6.1.12 in relation to any Security Assets (excluding assured shorthold tenancies), not, without the Bank's prior written consent:
  - 6.1.12.1 grant or extend any lease or licence or agreement for the same;
  - 6.1.12.2 grant any licence or permission to any tenant, licensee or other occupier to assign, underlet, part with possession or occupation;
  - 6.1.12.3 forfeit, determine, accept or agree to accept the surrender of any lease granted by it;
  - 6.1.12.4 vary the terms of any lease or licence granted by it;
  - 6.1.12.5 agree any rent review of any lease or licence granted by it;
- 6.1.13 in relation to any Security Assets, not, without the Bank's prior written consent:
  - 6.1.13.1 part with or share possession or occupation;
  - 6.1.13.2 agree or purport to agree any transfer or charge of the right to current or future Rental Income;
  - 6.1.13.3 cause or permit any of its rights to Rental Income to be waived, compromised, released or subordinated;
  - 6.1.13.4 surrender (or agree to surrender), any leasehold interest held by it or allow such interest to be forfeited;
  - 6.1.13.5 make or allow any material change of use or any development within the Town and Country Planning Acts;
  - 6.1.13.6 create or permit to arise any interest having overriding effect;

6.1.13.7 permit any person to become entitled to any right, easement, covenant or other matter which might adversely affect the use, value or marketability of the Mortgaged Property;

6.2 The Chargor shall promptly after it is notified or otherwise becomes aware of an Event of Default deliver notices of charge in a form approved by the Bank to all relevant tenants (and shall procure that they deliver acknowledgement of such notices)

6.3 If the Chargor fails to comply with any of its obligations under this Deed (including failing to insure or repair any Mortgaged Property) the Chargor irrevocably authorises the Bank (and any agent appointed by it) to make good such failure on its behalf. For this purpose the Chargor authorises the Bank (and any agent appointed by it) to enter into its Mortgaged Property. The Bank shall not become liable as mortgagee in possession as a result of any action taken by it under this clause 6.3. All costs and expenses incurred by the Bank pursuant to this authority shall be reimbursed by the Chargor to the Bank on its demand.

## 7. FURTHER ASSURANCE AND POWER OF ATTORNEY

7.1 The Chargor will, upon the Bank's request, grant it such further Security in the Security Assets in such form as the Bank may require and do whatever other acts or things the Bank may require in relation to the Security Assets in order to secure the Secured Liabilities, to perfect or protect the Security created by this Deed or to facilitate the realisation of the Security Assets.

7.2 The Chargor by way of security irrevocably appoints the Bank and any Receiver severally to be its attorneys in its name and on its behalf to:

7.2.1 do all things which the Chargor may be required to do under this Deed;

7.2.2 sign, execute, and deliver and otherwise perfect any security required to be executed pursuant to clause 7.1; and

7.2.3 sign, execute, deliver and complete any deeds, instruments or other documents and to do all acts and things which may be required to enable the Bank or any Receiver to exercise their powers under this Deed, or to perfect or vest in the Bank, its nominees or any purchaser, title to any Security Assets or which they may deem expedient in connection with the getting in, disposal, or realisation of any or the exercise of any other power under this Deed.

Each attorney may appoint a substitute or delegate his authority. The Chargor ratifies and confirms (and agrees to ratify and confirm) anything which an attorney does under the power of attorney in this clause 7.

## 8. ENFORCEMENT

8.1 At any time after an Event of Default which is continuing the Bank may with or without further notice to the Chargor:

8.1.1 appoint an Administrator of the Chargor in accordance with the Insolvency Act 1986 (if the Chargor is a company);

8.1.2 appoint a Receiver to any of the Security Assets, provided that they comprise less than the whole or substantially the whole of the Chargor's assets (within the meaning of section 29 Insolvency Act);

8.1.3 exercise in respect of all or any of the Security Assets all or any of the powers and remedies given to mortgagees by the LPA, including the power to take possession of, receive the benefit of, or sell any of the Security Assets;

8.1.4 exercise in the name of the Chargor (without any further consent or authority from the Chargor) any voting rights attached to the Investments and all powers given to trustees by sections 40(1) and 40(3) of the Trustee Act 2000 in respect of securities or property subject to a trust and any other powers or rights exercisable by the registered holder of the Securities or by the bearer thereof;

## 9. APPOINTMENT OF A RECEIVER

9.1 After an Event of Default which is continuing, the Bank may either under hand of any manager or by deed appoint any one or more than one person to act as Receiver of those Security Assets specified in the appointment.

- 9.2 The Bank may from time to time fix the remuneration of any Receiver on such basis as it shall determine. This may include a fixed fee or an hourly rate or a commission depending upon the work and responsibilities assumed by the Receiver and the basis of charging applied by his firm. Section 109 LPA shall be varied accordingly.
- 9.3 The Bank may remove or replace any Receiver appointed by it.
- 9.4 The Bank may extend a Receiver's appointment to include Security Assets previously excluded from his appointment.
- 9.5 A Receiver will be the agent of the Chargor and the Chargor will be solely responsible for his acts, omissions, defaults and remuneration.
10. **POWERS ON ENFORCEMENT**
- 10.1 An Administrator will have all the powers given to him under the Insolvency Act.
- 10.2 A Receiver may exercise in respect of the Security Assets to which he is appointed:
- 10.2.1 the same powers to do or to omit to do, in the name of the Chargor, anything which the Chargor itself could have done or omitted with such Security Assets were they not the subject of this Deed and the Chargor were not in insolvency proceedings;
  - 10.2.2 all or any powers given to receivers by the LPA but without any of the restrictions imposed upon the exercise of those powers by the LPA; or
  - 10.2.3 notwithstanding that he is not an administrative receiver, all or any of the powers specified in Schedule 1 to the Insolvency Act.
- 10.3 If more than one person is appointed to act as Receiver, each person may act severally, independent of any other, except to the extent the Bank states to the contrary in the appointment. References in this Deed to the Receiver are to each and all of them as appropriate.
- 10.4 If the Bank enforces this Deed itself pursuant to clause 8.1.3 it will have the same powers as a Receiver in respect of those Security Assets which are the subject of the enforcement.
- 10.5 Except to the extent provided by law, none of the powers described in this clause 10 will be affected by an insolvency event in relation to the Chargor.
11. **THE BANK'S POWERS AND PROTECTIONS**
- 11.1 The powers and remedies conferred on the Bank as a mortgagee by the LPA shall not be subject to any of the restrictions imposed by the LPA upon the exercise of those powers and remedies including those imposed by sections 103 and 109 LPA.
- 11.2 the Bank may grant or accept surrenders of leases at a premium or otherwise and grant agreements or options for the same on such terms as it shall consider expedient and without the need to observe sections 99 and 100 LPA.
- 11.3 The restrictions on the right of consolidating mortgages contained in section 93 LPA will not apply to this Deed.
- 11.4 Neither the Bank nor any Receiver will be liable to account as mortgagee in possession of the Security Assets or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever for which a mortgagee may be liable.
- 11.5 If the Bank receives notice of any subsequent Security affecting the Security Assets then the Bank may open a new account for the Chargor. If it does not open a new account then, unless it notifies the Chargor otherwise, it shall be treated as if it had done so at the time when it received such notice. From that time onwards all payments received by the Bank in or towards payment of the Secured Liabilities shall be credited (or be treated as having been credited) to the new account and will not reduce the amount then due from the Chargor to the Bank.
12. **APPLICATION OF MONIES**
- 12.1 All money received by the Bank or any Receiver under this Deed will be applied in this order:
- 12.1.1 first, in or towards payment of liabilities having priority to the Secured Liabilities;



- 12.1.2 secondly, in or towards payment of all costs, charges and expenses incurred in or incidental to the exercise or performance (or attempted exercise or performance) by the Bank of any of the powers or authorities conferred by or in any other way connected with this Deed;
- 12.1.3 thirdly, in or towards payment to the Receiver of his remuneration fixed in accordance with this Deed;
- 12.1.4 fourthly, in or towards payment to the Bank of the Secured Liabilities in such order as the Bank in its absolute discretion thinks fit;
- 12.1.5 fifthly, in payment to the Chargor of any surplus.
- 12.2 the Bank or the Receiver may credit any monies received upon realisation of the Security Assets to a suspense account for so long and on such basis as the Bank or the Receiver may from time to time determine in order to preserve the Bank's right to prove for the whole of its claim against the Chargor or any other person liable.
- 12.3 Subject to the rights of any landlord, any money received by the Chargor under any insurance of the Security Assets will be treated as part of the Security Assets. It will be applied at the discretion of the Bank either in reducing the Secured Liabilities or towards making good the loss or damage for which the money became payable. Any money received by the Chargor under any insurance of the Security Assets shall be held on trust for the Bank pending such application.
- 12.4 Neither the Bank nor any Receiver nor any officer nor employee of either of them shall in any way be liable or responsible to the Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Security Assets, except to the extent caused by its own negligence or wilful misconduct.
- 13. **PROTECTION OF THIRD PARTIES**
- 13.1 Any person dealing with the Bank or a Receiver may assume, unless he has actual knowledge to the contrary, that:
  - 13.1.1 the Bank or such Receiver has the power to do the things they purport to do; and
  - 13.1.2 they are exercising their powers properly.
- 13.2 All the protections to purchasers by sections 104 and 107 LPA shall apply to any person purchasing from or dealing with any Receiver or the Bank as if the Secured Liabilities had become due and the statutory power of sale and appointing a receiver in relation to the Security Assets had arisen on the date of this Deed.
- 14. **CONTINUING AND ADDITIONAL SECURITY**
- 14.1 This Deed is a continuing security. It secures the ultimate balance of the Secured Liabilities despite any interim settlement of account until a final discharge of this Deed is given by the Bank.
- 14.2 The Bank's rights under this Deed are in addition to any other rights it may have against the Chargor (or any other person) in respect of the Secured Liabilities under any other document, the general law or otherwise. They will not merge with or limit those other rights or be limited by them.
- 14.3 The Bank is not obliged to make any claim or demand on the Chargor or any other person or to enforce any guarantee, mortgage or other security now or in future held by it before enforcing this Deed and no action taken or omitted in connection with any such right or instrument shall discharge, reduce or affect the Chargor's liability to the Bank. The Bank does not have to account for any money or other asset received pursuant to any such right or instrument.
- 15. **DISCHARGE**
- 15.1 Upon the Secured Liabilities being irrevocably and unconditionally paid or discharged in full, the Bank will, at the request and cost of the Chargor, release this Deed. The Bank will also transfer to the Chargor any Security Assets which have been assigned or transferred to the Bank.

15.2 If any payment by the Chargor or any other person or any release given by the Bank is avoided or adjusted pursuant to the Insolvency Act:

15.2.1 the Chargor's liability for the Secured Liabilities will continue as if the payment, release, avoidance or adjustment had not occurred; and

15.2.2 the Bank will be entitled to recover the amount of that payment or security from the Chargor as if the payment, release, avoidance or adjustment had not occurred.

**16. MISCELLANEOUS**

16.1 The provisions of clauses 16 (Currency Indemnity), 17 (Set-off), 19 (Severance), 20 (Assignments and successors), 21 (Non-waiver) and 22 (Contracts (Rights of Third Parties) Act 1999) of the Facility Agreement shall apply to this Deed *mutatis mutandis*.

16.2 This Deed may be executed in counterparts.

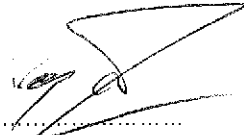
**17. GOVERNING LAW AND JURISDICTION**

17.1 This Deed (and any non-contractual claims arising out of or in connection with it) is governed by and shall be construed in accordance with English law

17.2 The Chargor hereby agrees for the benefit of the Bank and without prejudice to the right of the Bank to take proceedings before any other court of competent jurisdiction, that the courts of England shall have jurisdiction to hear and determine any suit, action or proceeding that may arise out of or in connection with this Deed and for such purposes the Chargor submits to the jurisdiction of such courts.

**IN WITNESS** whereof this Deed has been entered into the day and year first above written

**EXECUTED and DELIVERED** as a Deed  
by **ROOKESWOOD LIMITED**  
in the presence of:

  
.....  
Witness

  
.....  
Director

Name: *Ray Oshry* Ray Oshry  
Solicitor  
Address: Harold Benjamin  
Solicitors  
Occupation: 67/71 Lowlands Road  
Harrow  
Middlesex HA1 3EQ

Signed by  
**PUNJAB NATIONAL BANK (INTERNATIONAL)  
LIMITED**

.....  
Authorised signatory

IN WITNESS whereof this Deed has been entered into the day and year first above written

**EXECUTED and DELIVERED** as a Deed  
by **ROOKESWOOD LIMITED**  
in the presence of:

.....  
Director

.....  
Witness

Name:

Address:

Occupation:

Signed by *Kalishmi Ganapathy*  
**PUNJAB NATIONAL BANK (INTERNATIONAL)**  
**LIMITED**

*Kalishmi*  
.....  
Authorised signatory

