



Registration of a Charge

Company Name: **ROSELLA MANAGEMENT LTD**

Company Number: **08299118**



Received for filing in Electronic Format on the: **13/05/2021**

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Details of Charge

Date of creation: **06/05/2021**

Charge code: **0829 9118 0001**

Persons entitled: **KALDIT LIMITED**

Brief description: **21-37 SOUTH STREET, DORKING RH4 2JZ**

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: **MARIE TYRRELL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8299118

Charge code: 0829 9118 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th May 2021 and created by ROSELLA MANAGEMENT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th May 2021 .

Given at Companies House, Cardiff on 14th 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**

LEGAL CHARGE

THIS CHARGE is made on 6th day May 2021

BY:-

1. **ROSELLA MANAGEMENT LIMITED** of Elsley Court, 20-22 Great Titchfield Street, London, United Kingdom, W1W 8BE (company registration number 08299118) ("the Borrower") for the benefit of:-
2. **KALDIT LIMITED** of 116 Gladstonos Street M. KYPRIANOU HOUSE, 3rd & 4th floor, 3032 Limassol, Cyprus ("the Lender")

1. In this deed the following terms have the following meanings.

'Business Day'

a day (other than a Saturday or Sunday) on which the clearing banks are open for normal banking business in the City of London.

'Property'

the property known as 21 to 37 South Street, Dorking RH4 2JZ with registered title number SY312040..

'Property Taxes'

includes all rates, taxes, assessments, duties, charges and outgoings now or at any time payable in respect of the Property.

'clause'

and

'schedule'

respectively, clauses or schedules in this deed unless the context shows a contrary meaning.

'parties'

the parties to this deed.

2. Borrower's Obligations

The Borrower will pay to the Lender on demand all the Borrower's Obligations. The Borrower's Obligations are all the liabilities to the Lender (present, future, actual or contingent and whether incurred alone or jointly with another) and include:-

- 2.1 interest at the rate charged by the Lender calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Lender;
- 2.2 any expenses the Lender or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

3. Charge

The Borrower, as a continuing security for the payment on demand of the Borrower's Obligations and with full title guarantee.

- 3.1 charges to the Lender all legal interest in the Property, by way of mortgage

3.2 gives to the Lender a fixed charge over any of the following property of the Borrower, whether owned now or in the future:

- 3.2.1 any other interest in the Property;
- 3.2.2 all rents receivable from any lease granted of the Property;
- 3.2.3 all the goodwill of the Borrower's business carried on at the Property;
- 3.2.4 the proceeds of any insurance affecting the Property;
- 3.2.5 all fixtures and fittings not forming part of the Property;
- 3.2.6 all plant and machinery at the Property, including any associated warranties and maintenance contracts;
- 3.2.7 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business.

4. Insurance

The Borrower shall keep the Property insured against fire and such other risks as the Lender from time to time in writing direct for its full reinstatement value for the time being in some insurance office approved in writing by the Lender in the name of the Borrower but with the interest of the Lender noted on the policy and shall duly and punctually pay all premiums and money necessary for effecting and keeping up that insurance and on demand produce to the Lender the policy of insurance and the receipt for any premium payable in respect of it.

5. Repairs

The Borrower shall keep the Property in good repair and free from any charges by a local authority for works of improvement or otherwise.

6. Covenants

6.1 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 its compliance with this covenant.

6.2 The Borrower shall not without the Lender's written consent register under the Land Registration Act 2002 any person as proprietor of the Property, create or knowingly permit to arise or subsist any overriding interest affecting the Property or any part of it or permit any person to become entitled to any proprietary right or interest which might reasonably be expected adversely to affect the value of the Property and the costs incurred by the Lender of entering from time to time any entries relating to registration of the Property will be included in the Indebtedness.

7. Restriction on leases

The Borrower shall not without the Lender's written consent 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 any part of it.

8. Consolidation

Section 93 of the Law of Property Act 1925 does not apply to this deed.

9. Power of sale and appointment of receiver

9.1 Section 103 of the Law of Property Act 1925 does not apply to this deed.

9.2 The statutory and other powers of sale and appointing a receiver will arise on the date of this deed and will become exercisable by the Lender without notice to the Borrower immediately if:

- (a) the Lender demands payment of any money secured by this deed and repayable on demand and it is not paid immediately;
- (b) any payment of any money payable by the Borrower under this deed is not paid on the due date whether demanded or not;
- (c) the Borrower fails to comply with any of its obligations under this deed or any document supplemental to it and the failure (if capable of being remedied) remains unremedied for 21 days after being called to its attention by written notice from the Lender;
- (d) the Borrower becomes insolvent, makes any arrangement with its creditors generally or takes or suffers any similar action as a result of debt;
- (ea) the Borrower convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation except (with the written approval of the Lender) for the purposes of and followed by amalgamation or reconstruction;
- (eb) for any reason anything is done or is omitted to be done as a result of which the Borrower is or is liable to be struck off the Register of Companies;
- (ec) an administration order is made or an administrator appointed in relation to the Borrower;
- (ed) a receiver or administrative receiver is appointed of any of the Borrower's property;

- (f) the Borrower makes or seeks to make any composition or arrangements with its creditors;
- (g) any steps are taken by any person to enforce any rights in respect of the Property; or
- (h) if the powers of sale or appointing a receiver become exercisable under any other security given before or after this deed 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 21 days of the due date;

9.3 A receiver appointed by the Lender may exercise all the powers that the Lender is entitled to exercise in respect of this mortgage and the Property except the power to appoint and remove a receiver.

10. Notices

10.1 Any notice given under this deed must be in writing and may be served:

- (a) personally;
- (b) by registered or recorded delivery mail;
- (c) by email or facsimile transmission (the latter confirmed by post); or
- (d) by any other means which any party specifies by notice to the others as a means by which it is willing to accept service.

10.2 Each party's address for the service of notice is its above mentioned address or such other address as it specifies by notice to the other.

10.3 A notice is deemed to have been served:

- (a) if it was served in person, at the time of service;

- (b) if it was served by post, 48 hours after it was posted; and
- (c) if it was served by email or facsimile transmission, at 09.00 on the first working day after the time of transmission unless the parties sending and receiving the notice agree an earlier time of service.

10.4 A notice is deemed to be posted at the time of the last daily collection from the letterbox or post office at which the notice was posted after the actual time of posting. A "working day" means a day which is not Saturday, Sunday, Christmas Day, Good Friday, or day which is a bank holiday under the Banking and Financial Dealings Act 1971 in any part of the United Kingdom.

11. Borrower's defaults

11.1 If the Borrower fails to perform or observe any of its obligations under this deed the Lender will 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 or liability incurred by the Lender in the exercise of its rights under this deed is money properly paid by it and the Borrower shall pay them to the Lender on demand with interest at the Rate of Interest from the date of payment by the Lender until the date of payment by the Borrower.

12. Attorney

The Borrower irrevocably appoints the Lender as its attorney to execute any document or do anything which is required for any of the purposes of this deed or the exercise or enforcement of any of the Lender's rights and remedies under it

13. Land Registry

The Borrower hereby consents to the lodgement at HM Land Registry of an application by or on behalf of the Lender for the entry of the following restriction in the proprietorship register of the 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 Kaldit Limited of 116 Gladstonos Street M. KYPRIANOU HOUSE, 3rd & 4th floor, 3032 Limassol, Cyprus or its conveyancer.’

14. Interpretation

- 14.1 In this deed references to any statutory provision are to the provisions as extended, modified, amended, re-enacted or replaced the date on which its construction is relevant for the purposes of this deed and not as originally enacted or as at the date of this deed.
- 14.2 Any reference to a statute includes a reference to any regulations or orders made under or pursuant to it.
- 14.3 In this deed, unless the context otherwise requires:
- (a) ‘month’ means calendar month;
 - (b) ‘person’ includes a corporation;
 - (c) the singular includes the plural and vice versa; and
 - (d) the masculine includes the feminine and vice versa.
- 14.4 The word ‘person’ is deemed to be used in any direct or indirect references to a person whether or not that word is used,

14.5 References in this deed to anything which any party is required to do or not to do include its acts, defaults and omissions, whether:

- (a) direct or indirect;
- (b) on its own account; or
- (c) for or through any other person; and
- (d) those which it permits or suffers to be done or not done by any other person.


14.6 The effect of all obligations affecting the Borrower under this deed is cumulative and no obligation will be limited or modified by any other of those obligations unless there is in this deed an express limitation or modification.

Signed as a Deed by

ROSELLA MANAGEMENT LIMITED

acting by a director

ROBERT PIGOTT

| | | |
|-----------|--|----------|
| Signature |  | director |
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In the presence of:

Signature of Witness:

Aine Harpur

Name (in BLOCK CAPITALS) **AINE HARPUR**

Address:

**OAKLANDS HOUSE
NEW ROSS
CO. WEXFORD**