



**Registration of a Charge**

Company name: **S RENU LTD**

Company number: **08763505**



X47RWDBM

Received for Electronic Filing: **20/05/2015**

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**Details of Charge**

Date of creation: **30/04/2015**

Charge code: **0876 3505 0001**

Persons entitled: **NORTON STAR INVESTS LIMITED**

Brief description: **ALL THAT PROPERTY KNOWN AS LAND AND PREMISES AT 57-59  
STATION ROAD, HARROW, MIDDLESEX, HA2 7SR**

**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: **BLATCHFORDS SOLICITORS**



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

Company number: 8763505

Charge code: 0876 3505 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th April 2015 and created by S RENU LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th May 2015 .

Given at Companies House, Cardiff on 21st May 2015

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

Dated 30<sup>th</sup> April 2015

S. Renu Limited of 492 Harrow Road London W9 3QA Company Registration Number 8763505 ("**the Borrower**") and Mr. Sharmielan Seevarajah and Mrs. Renuka Seevarajah both of 46 The Fairway Wembley Middlesex HA0 3LP ("**the Sureties**") Norton star Invests Limited of Orangefield Management Services (BVI) Limited Columbus Centre, Suite 210, P O Box 4714, Road Town, Tortola, VG1110, British Virgin Islands UK correspondence address being Little Acre, Ascot Road, Touchen End, Berkshire SL6 3LD (**the Lender**")

Re : 57-59 Station Road North Harrow Middlesex HA2 7SR

**WE CERTIFY this to be a true copy of the original**

**BLATCHFORDS**

**South Harrow, Middx.**

EDGWARE

## Legal Charge

Dated

30th

day of April 2015

Between

- (2) (1) **Norton Star Invests LIMITED** of Orangefield Management Services (BVI) Limited, Colombus Centre, Suite 210, PO Box 4714, Roadtown, Tortola, VG1110, British Virgin Islands UK correspondence address being Little Acre, Ascot Road, Touchen End, Berkshire SL6 3LD (the **Lender**) and . S. Renu Limited of 492 Harrow Road London W9 3QA Company Registration No 8763505 ("the Borrower") and Mr. Sharmielan Seevarajah and Mrs. Renuka Seevarajah both of 46 The Fairway Wembley Middlesex HA0 3LP ("the Sureties")

### 1 Interpretation

- 1.1 In this Deed except to the extent that the context requires otherwise:

**Term Sheet** refers to the Term Sheet specified in Condition 16 hereof.

**Interest Rate** means the rate of interest specified in the Term Sheet subject to variation as therein provided.

**Lender** shall include its successors in title, or any Company with which it may amalgamate.

**Month** means calendar month.

**Payment** refers to the payment specified in the Term Sheet

**Mortgaged Property** means all property of whatever description charged by this Legal Charge.

**Principal Sum** means the sum of Four Hundred and Fifty Thousands Only.

**Surety** means the person or persons (if any) named as the Surety in Schedule B of the Schedules and includes the persons deriving title under her including personal representatives.

the **Borrower** includes the successors in title for the time being of the Borrower and any person other than the Surety who undertakes the obligations of the Borrower.

this **Legal Charge** means this Deed and the provisions of this Legal Charge are collectively called **Conditions** and each numbered paragraph or clause is called a **Condition**.

the **Mortgagor** means the party or persons named in Schedule A of the Schedules.

- 1.2 Reference to any enactment shall include any statutory re-enactment or amendment thereof.
- 1.3 The masculine includes the feminine the singular includes the plural and vice versa and words importing a person include a body corporate.
- 1.4 Notwithstanding that the expression the Mortgagor or Borrower may include more than one person it may where the context requires be construed as referring to all and/or any one of those persons and the obligations of such persons hereunder shall be joint and several.
2. The Borrower with full title guarantee hereby charges by way of legal mortgage the Mortgaged Property described or referred to in Schedule A of the Schedules hereof.

### **3. Covenants to pay**

The Borrower hereby covenants with the Lender that he will forthwith on demand in writing made on him by the Lender pay and discharge:

- 3.1 all sums of money which have been or are now or may hereafter at any time or from time to time be advanced to the Borrower by the Lender;
- 3.2 all the indebtedness and/or liabilities whatsoever of the Borrower to the Lender whether present, future, actual and/or contingent;
- 3.2 all costs and expenses incurred by the Lender (including any Receiver's remuneration) in relation to this Legal Charge or the enforcement thereof and/or such advances indebtedness and/or liabilities on a full indemnity basis together with interest on the foregoing at the Interest Rate and in the manner agreed between the Borrower and the Lender under this Legal Charge and the Loan Agreement.

### **4. Interest**

- 4 Interest will be charged as specified in the attached Term Sheet

### **5. Acceleration and redemption**

- 5.1 The whole of the moneys secured by this Legal Charge will become immediately payable by the Borrower to the Lender on the happening of any event which causes the Lender's power of sale to become exercisable hereunder.
- 5.2 Subject to the terms of the Term Sheet referred to in Condition 16 hereof the Borrower may at any time redeem this Legal Charge.

### **6. Covenants relating to land charged to the Lender**

- 6.1 In this Condition the covenants which are made by or with (and the obligations imposed on) the Borrower are made:

- 6.1.1 in respect of the Mortgaged Property charged by this Legal Charge; and
- 6.1.2 by the Borrower charging the same,

so that as regards the person or persons named in Schedule A and his or their or its successors in title the expression the **Property** refers to the Mortgaged Property charged by Condition 14.1 and includes any part or parts thereof and the same applies mutatis mutandis as regards the person or persons named in Schedule B (whether or not the same person or persons as are named in Schedule A) and his or their or its successors in title to the Mortgaged Property charged by Condition 14.1.

- 6.2 The Borrower and the Mortgagor (if other than the Borrower) covenant with the Lender:
  - 6.2.1 that the Mortgaged Property and all fixtures and fittings thereon will be put and kept in good and substantial repair and that any buildings in course of erection or subsequently erected on the Mortgaged Property will be completed in a proper manner and to the Lender's satisfaction;
  - 6.2.2 that all rents taxes outgoing and other charges arising in respect of the Mortgaged Property or in connection with the occupation thereof will be duly and punctually paid;
  - 6.2.3 that the Lender or its agents with or without workmen and others will be permitted at any time at convenient hours (but without making the Lender liable as mortgagee in possession):
    - (a) to enter and inspect the Mortgaged Property;

- (b) to make good any defects or wants of repair which the Borrower has failed to remedy and all costs incurred by the Lender hereunder will be immediately repayable to the Lender by the Borrower and until repayment will be added to the moneys secured by this Legal Charge and become a charge on the Mortgaged Property;
- 6.2.4 not without the previous consent in writing of the Lender to grant or agree to grant any lease or tenancy or part with or share the possession or occupation of the Mortgaged Property or accept or agree to accept a surrender of any lease or tenancy thereof or grant any service tenancy or any licence to occupy the same;
- 6.2.5 not without the Lender's written consent to grant any mortgage or charge, bill of sale or other encumbrance over the Mortgaged Property;
- 6.2.6 not to pull down waste destroy or injure or in any manner or by any means lessen or suffer to be lessened the value of the mortgaged Property;
- 6.2.7 that the Borrower will forthwith upon the receipt of any notice or order or proposal for a notice or order under any statutory or other authority relating to the user or condition of the Mortgaged Property give full particulars thereof and (if required) produce the same to the Lender and will at the cost of the Borrower forthwith either comply with the same or will at the request of the Lender and at the Borrower's cost make or join with the Lender in making such objections or representations against or in respect of any such notice or order or proposal for a notice or order as aforesaid as the Lender shall deem expedient;
- 6.2.8 that the Borrower will not do or cause or suffer to be done anything prohibited or omit or suffer to be omitted anything required to be done or carried out in or respecting the Mortgaged Property by virtue of any Act of Parliament for the time being in force or any regulations or statutory instruments made under any such Act or any bye law regulation or requirement of any local or other due authority and will at all times hereafter indemnify and keep indemnified the Lender against all costs proceedings actions expenses claims and demands in respect of any such matter or thing;
- 6.2.9 that the Borrower will observe and perform any restrictive covenants stipulations or provisions which ought to be observed and performed by the Borrower in respect of the mortgaged Property and will at all times keep the Lender fully indemnified from and against all proceedings actions costs claims damages and expenses and demands by reason or on account of any non-observance or non-performance thereof and that in the event of the failure of the Borrower to comply with the foregoing covenant the Lender may do all such acts and things as may be necessary to secure the observance or performance or discharge of all or any of the said restrictive covenants stipulations or provisions;
- 6.2.10 that the covenants and provisions embodied in any prior charge affecting the Mortgaged Property will be duly and punctually observed and performed and that in the event of a default the Lender may make all such payments and do all such acts or things as may be necessary to secure compliance therewith.

## **7. Insurance**

- 7.1 The Mortgaged Property will be insured by the Borrower at the Borrower's expense for the full reinstatement value of the Mortgaged Property and against such risks with such insurers and in such manner as the Lender may from time to time require or approve;
- 7.2 The Borrower will arrange for the Lender's interest to be noted on the insurance policy;
- 7.3 The Borrower will pay all premiums payable under the insurance policy within seven days after they become due and (if so requested) will produce the receipt for every such premium to the Lender;

- 7.4 The Lender will have full power to settle and adjust with the insurers all questions relating to the amount of the moneys payable and the extent of the insurer's liability under any policy effected under 7.1 above;
- 7.5 The Borrower shall not cause or permit anything to be done on the Mortgaged Property which might jeopardise any insurance of the Property or increase the premiums payable for such insurance;
- 7.6 The Borrower shall comply with all requirements of the insurers for keeping any such insurance in force;

## **8. Covenants by the Sureties**

- 8.1 The Sureties jointly and severally covenant with the Lender in the terms of all the covenants on the part of the Borrower herein contained and such covenants shall operate and take effect in all respects as if the same had been expressed to be entered into as joint and several covenants by the Borrower and the Sureties with the Lender and the Sureties shall not be released by the giving of time to the Borrower or by any other act or omission matter or thing whatsoever whereby the Sureties as Sureties only would have been so released and so that as between the Surety and the Lender the Sureties shall be deemed a principal debtor under the said covenants;
- 8.2 The Sureties hereby acknowledge that the giving of time to the Borrower or the neglect or forbearance of the Lender in requiring or enforcing payment of the monies secured by this Legal Charge or any other variations of the provisions of this Legal Charge or other dealing between the Borrower and the Lender shall not affect the liability of the Sureties.

## **9. The Lender's rights and remedies**

- 9.1 In this Condition the Mortgagor means, in relation to any part of the Mortgaged Property, the mortgagor of that part (if other than the Borrower).
- 9.2 The statutory power of sale applies to this Legal Charge free from the restrictions imposed by Section 103 of the Law of Property Act 1925.
- 9.3 The Lender's power of sale will become exercisable:
- 9.3.1 if any party to this Legal Charge (other than the Lender):
- (a) defaults for a period of seven days in the payment of any moneys payable under these Conditions; or
  - (b) fails to observe or perform any covenant or obligation (other than for the payment of money) imposed on him by this Legal Charge or these Conditions;
- 9.3.2 where the Borrower or the Surety is an individual:
- (a) he enters into a voluntary arrangement or makes a proposal to do so; or
  - (b) an application is made for an Interim Order; or
  - (c) he enters into a Deed of Arrangement; or
  - (d) a Bankruptcy Petition is presented or a Bankruptcy Order is made; or
  - (e) he dies;

9.3.3 where the Borrower or the Surety is a Company or other Corporate Body: .

- (a) it enters into a voluntary arrangement or its Directors and Committee Members propose to do so; or
- (b) a Petition is presented for an Administration Order to be made or for it to be wound-up; or
- (c) a Resolution is passed for it to be wound-up or a meeting is convened to consider such a Resolution; or
- (d) a Receiver Manager or Administrative Receiver is appointed; or
- (e) it is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986; or
- (f) it ceases to carry on business;

9.3.4 if the property described in Schedule A of the Schedules to this Legal Charge is taken by compulsorily purchase or requisitioned;

9.4 Section 109 of the Law of Property Act 1925 (relating to the appointment etc of receivers) applies to this Legal Charge as if the words "not exceeding five per centum per annum on the gross amount of all moneys received" were omitted from sub-section (6) and as if sub-section (8)(iv) read: "in payment of the moneys (whether interest or otherwise) in arrear or accruing due under this Legal Charge".

9.5 At any time after the Lender's power of sale has become exercisable the Lender may without any previous notice to or concurrence on the part of the Borrower or Surety:

9.5.1 take possession of collect get in and retain receipts for all or any part of the Mortgaged Property and collect and give receipts for any income arising therefrom;

9.5.2 exercise its power to appoint a receiver (who may be an officer or employee of the Lender) in respect of the whole or any part of the Mortgaged Property;

9.5.3 grant any lease or tenancy of any land comprised in the Mortgaged Property at such rent (with or without payment of a premium) for such period and generally on such terms as the Lender may in its absolute discretion think fit;

9.5.4 accept surrenders of leases or tenancies affecting any land comprised in the Mortgaged Property on such terms as the Lender may in its absolute discretion think fit;

9.5.5 in the Borrower's name and on his behalf negotiate and agree with the landlord or (as the case may be) the tenant the amount of any rent falling to be reviewed under any lease under or subject to which any part of the Mortgaged Property is held;

9.5.6 exercise all the statutory powers conferred on mortgagees by the Law of Property Act 1925 with all the statutory incidents of such powers.

9.6 In addition to the powers conferred on him by statute any receiver appointed hereunder may as agent for the Borrower:

9.6.1 take possession of collect get in and give receipts for all or any part of the Mortgaged Property and collect and give receipts for any income arising therefrom;

9.6.2 in relation to any land comprised in the Mortgaged Property:

- (a) complete any buildings in course of erection thereon;



- (b) grant in the name of the Borrower and on his behalf any lease or tenancy thereof at such rent (with or without payment of a premium) and for such period and generally on such terms as the receiver may in his absolute discretion think fit;
- (c) accept surrenders of any leases or tenancies which affect the same on such terms as the receiver may in his absolute discretion think fit;
- 9.6.3 collect income which has accrued before his appointment as well as income which accrues thereafter;
- 9.6.4 carry out such repairs alterations renewals improvements and additions to the Mortgaged Property as he may think fit;
- 9.6.5 maintain or effect insurances of the Mortgaged Property;
- 9.6.6 in the name of the Borrower and on his behalf sell the Mortgaged Property or any part thereof in such manner and on such terms as the receiver may think fit;
- 9.6.7 in the Borrower's name and on his behalf negotiate and agree with the landlord or (as the case may be) the tenant the amount of any rent falling to be reviewed under any lease under or subject to which any part of the Mortgaged Property is held;
- 9.6.8 make any arrangement or compromise or enter into, abandon, cancel or disregard any contracts which he may think expedient;
- 9.6.9 at any time after taking possession of the Mortgaged Property or any time after the power of sale has arisen and is exercisable, the Lender may as agents for and at the expense of the Borrower remove, store, sell or otherwise dispose of or deal with any furniture, goods or other items of whatever nature ("the Contents") which the Borrower shall have failed and or refused to remove from the Mortgaged Property (whether or not the contents shall be the property of the Borrower or of any third party) and the Lender shall not be liable for any loss or damage thus occasioned to the Contents and the Borrower shall indemnify the Lender in respect of all claims concerning the contents howsoever arising.
- 9.7 The Borrower hereby appoints the Lender irrevocably (but subject to redemption) to be his attorney (with full power to appoint any person including any receiver appointed hereunder to be the Lender's substitute and to sub-delegate to such substitute all or any of the powers conferred on the Lender by this paragraph) and in the Borrower's name and on his behalf to execute any document or do any act or thing which the Borrower is obliged to execute or do hereunder or which the Lender (or its substitute) may find necessary to be executed or done in connection with the exercise of any of the powers hereby or by law conferred on the Lender or on any receiver appointed hereunder.

## **10. Consolidation**

- 10.1 Except on such terms as the Lender may approve the Borrower may not:
  - 10.1.1 redeem this Legal Charge without at the same time redeeming any other mortgage whereby any property stands charged to the Lender by way of security for any indebtedness outstanding from the Borrower;
  - 10.1.2 redeem any other such mortgage without redeeming this Legal Charge.
- 10.2 The restriction on the right of consolidating securities which is contained in Section 93 of the Law of Property Act 1925 shall not apply to this legal charge.

**11. Costs**

All costs and expenses (including the costs of any legal proceedings and any administrative costs and expenses) incurred by the Lender in connection with this Legal Charge or the collection of any moneys due under it or the exercise of any powers conferred on the Lender by these Conditions will be payable by the Borrower on a basis of full indemnity and will be recoverable from him on demand and until payment will be a charge on the Mortgaged Property and will bear interest at the Interest Rate.

**12. Notices**

12.1 Any notice or other communication to be given to the Lender under these Conditions will be sufficiently served if it is sent to tvikanthan@gmail.com with a copy to their solicitors, ashwin@gptlawpractice.com and also by first class prepaid post to the Lender's UK correspondence address herein stated

12.1.1 in the case of the Borrower, it is sent by first class prepaid post to the Borrower at the last address of the Borrower known to the Lender or at any property described in Schedule A of the Schedules to this Legal Charge and or an email to sharmili1207@hotmail.com with a copy to their solicitors parveen@blatchfords.co.uk

12.1.2 in the case of the Surety, it is sent by first class prepaid post to the Sureties at the last address of the Sureties known to the Lender or at any property described in Schedule B of the Schedules to this Legal Charge and or by e mail to sharmili1207@hotmail.com with a copy to parveen@blatchfords.co.uk

12.2 Any notice or communication so sent will be deemed to have been served on the person to whom it is addressed at the expiration of 48 hours after the time of posting.

**13. Receipt**

The Borrower hereby acknowledges receipt of the Principal Sum.

**14. The Charge on Property**

14.1 The person named as Mortgagor in Schedule A of the Schedules to this Legal Charge (whether or not being also the Borrower) to the extent of his interest hereby with full title guarantee charges by way of First Legal Charge the Property described in Schedule A with payment of all monies payable to the Lender by the Borrower under these Conditions.

**15. Registered land**

The Borrower hereby applies to the Chief Land Registrar to enter on the Register a restriction that (except under an order of the Registrar) no disposition by the registered proprietor of that property shall be registered without the consent of the Lender or other registered proprietor for the time being of this Legal Charge.

**16. The Term Sheet**

A copy of the Term Sheet dated of 26th March 2015 2015 is annexed hereto. cy between the contents thereof and these Conditions, the Loan Agreement shall prevail.

**17. Assignment**

The Lender may at any time assign this Legal Charge. No other party may assign this Legal Charge or any of its other rights, duties obligations under this Legal Charge without the consent in writing of the Lender first had and obtained.

In witness whereof the Borrower and Sureties have executed this Legal Charge the day and year first above written.

## The Schedules

### Schedule A: Land Charged as a primary security:

57-59 Station Road North Harrow Middlesex HA2 7SR as registered at the Land Registry with Title Absolute under Title Number P101699

### Schedule B: Details of Sureties:

Mr. Sharmielan Seevarajah and Mrs. Renuka Seevarajah both of 46 The Fairway Wembley Middlesex HA0 3LP

Signed as a Deed by the said  
Norton Star Invests LIMITED  
by

)  
)  
)

A Director in the presence of:

Witness:

Name:

Address:

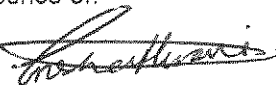
Signed as a Deed by the said  
S. Renu Limited  
acting by a director

)  
)



in the presence of:

Witness:



Name:

Trisha Hirani

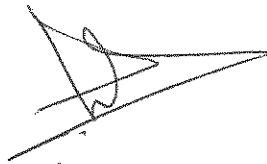
Address:

**BLATCHFORDS**  
**1 SPRING VILLA ROAD**  
**EDGWARE**  
**MIDDLESEX HA8 7EB**  
**TEL: 020 8832 1181**  
**FAX: 020 8834 7686**

A Solicitor who confirms that he/she has explained the significance of this Legal Charge to the Director executing this charge and who appears him/her to fully understand the same.

Signed as a Deed by the said  
SHARMIELAN SEEVARAJAH

)  
)



in the presence of:

Witness:



Name:

Trisha Hirani

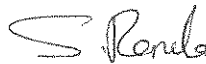
Address:

BLATCHFORDS  
1 SPRING VILLA ROAD  
EDGWARE  
MIDDLESEX HA8 7EB  
TEL: 020 8422 1181  
FAX: 020 8864 7686


A Solicitor who confirms that he/she has explained the significance of this Legal Charge to Sharmielan Seevarajah who appears to him/her to fully understand the same.

Signed as s Deed by the said .....  
RENUKA SEEVARAJAH .....

)  
)



In the presence of:



Trisha Hirani

BLATCHFORDS  
1 SPRING VILLA ROAD  
EDGWARE  
MIDDLESEX HA8 7EB  
TEL: 020 8422 1181  
FAX: 020 8864 7686

A Solicitor who confirms that he/she has explained the significance of this Legal Charge to Renuka Seevarajah who appears to him/her to fully understand the same