



Registration of a Charge

Company Name: **KILNER BROADFIELD LIMITED**

Company Number: **09119031**



XC0EMO8P

Received for filing in Electronic Format on the: **30/03/2023**

Details of Charge

Date of creation: **30/03/2023**

Charge code: **0911 9031 0007**

Persons entitled: **SAJID QUADERR**

Brief description: **529-533 ABBEYDALE ROAD SHEFFIELD S7 1FU**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **IRFAN KASIER RASHID**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9119031

Charge code: 0911 9031 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th March 2023 and created by KILNER BROADFIELD LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th March 2023 .

Given at Companies House, Cardiff on 3rd April 2023

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**

Date

30th MARCH

2023

- (1) Sajid Quader
- (2) Kilner Broadfield Limited

LEGAL MORTGAGE OF PROPERTY SECURING SPECIFIC MONIES

Relating to 529-533 Abbeydale Road Sheffield S7 1FU under title number SYK102156 and SYK10056

THIS DEED is made the
BETWEEN

30th

day of

MARCH

2023

- (1) Sajid Quader of 85 Osbourne Road, Sheffield, S11 9BA (the "Lender"); and
(2) Kilner Broadfield Limited incorporated and registered in England and Wales with company number 09119031 whose registered office is at 533 Abbeydale Road, Sheffield S7 1FU (the "Borrower")

RECITALS

- (A) The Lenders have agreed to provide the Borrower with the Loan on a secured basis.
(B) The Borrower is, at the date of this mortgage, the owner of the Property.
(C) This mortgage provides security which the Borrower has agreed to give the Lenders for the Loan.
(D) The Loan will be repaid on the Repayment Date.
(E) The Borrower will pay the Interest Payment each month until the Loan is repaid.

IT IS HEREBY AGREED

1. Interpretation

The following definitions and rules of interpretation apply in this mortgage.

1.1 Definitions:

"Business Day"	means a day other than a Saturday, Sunday or a public holiday in England when banks in London are open for business.
"Encumbrance"	means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.
"Event of Default"	means any event or circumstance listed in Schedule 5.
"Interest Payment"	means the sum of £3400 per month
"Loan"	means the sum of £220,000 (Two Hundred and Twenty Thousand Pounds).
"LPA 1925"	means the Law of Property Act 1925.
"Property"	means the freehold or leasehold property (whether registered or unregistered) owned by the Borrower described in Schedule 1.
"Repayment Date"	means the dates specified in Schedule 6 for repaying the Loan.
"Secured Liabilities"	means all present and future monies, obligations and liabilities owed by the Borrower to the Lenders under or in connection with the Loan and this mortgage.
"Security Period"	means the period starting on the date of this mortgage and ending on the date on which all the Secured Liabilities have been

unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

"VAT" means value added tax chargeable under the Value Added Tax Act 1994.

- 1.2 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.3 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.4 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.5 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this mortgage and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.8 This mortgage shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to **this mortgage** (or any provision of it) or to any other document referred to in this mortgage is a reference to this legal mortgage, that provision or that document as it is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties.
- 1.10 A reference to a **person** includes a natural person, corporate or unincorporated body, or any state or any agency of any person.
- 1.11 A reference to an amendment includes a novation, re-enactment, supplement or variation (and amended shall be construed accordingly).
- 1.12 Clause, Schedule and paragraph headings shall not affect the interpretation of this mortgage.
- 1.13 A reference in this mortgage to a charge or mortgage of, or over, the Property includes:
 - 1.13.1 all buildings and fixtures and fittings which are situated on, or form part of, the Property at any time;
 - 1.13.2 the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
 - 1.13.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and

- 1.13.4 all rights under any licence, agreement for sale or agreement for lease in respect of the Property.
- 1.14 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the mortgage and of any side letters between any parties in relation to the mortgage are incorporated into this mortgage.
- 1.15 The Schedules form part of this mortgage and shall have effect as if set out in full in the body of this mortgage. Any reference to this mortgage includes the Schedules.
- 2. Loan**
- The Lenders provide to the Borrower the Loan, on the terms and subject to the conditions of this mortgage.
- 3. Purpose of Loan**
- The Borrower shall use the Loan to purchase of the Property.
- 4. Covenant to Pay**
- The Borrower shall, on demand, pay to the Lenders and discharge the Secured Liabilities on the Repayment Dates or, if earlier, on an Event of Default.
- 5. Interest**
- The Borrower shall not pay any interest on the Loan.
- 6. Grant of Security**
- As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower charges the Property, with full title guarantee, to the Lenders by way of first legal mortgage.
- 7. Perfection of Security**
- The Borrower consents to an application being made by the Lenders to the Land Registrar for the following restriction in Form P to be registered against the title to 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 the proprietor for the time being of the charge dated 30th MARCH 2023 in favour of Sajid Quader referred to in the charges register or their conveyancer."*
- 8. Representations and Warranties**
- The Borrower represents and warrants to the Lenders in the terms set out in Schedule 2 on each day during the Security Period.
- 9. Covenants**

The Borrower covenants with the Lenders in the terms set out in Schedule 3.

10. Powers of the Lenders

The Lenders shall have the powers set out in Schedule 4.

11. When Security Becomes Enforceable

11.1 The security constituted by this mortgage shall be immediately enforceable if an Event of Default occurs.

11.2 After the security constituted by this mortgage has become enforceable, the Lenders may, in its absolute discretion, enforce all or any part of that security at the time, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Property.

12. Enforcement of Security

12.1 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this mortgage) shall, as between the Lenders and a purchaser from the Lenders, arise on and be exercisable at any time after the execution of this mortgage, but the Lenders shall not exercise such power of sale or other powers until an Event of Default occurs (whether or not such an Event of Default has been remedied or waived) whereupon it shall become immediately exercisable.

12.2 Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this mortgage.

13. Costs

The Borrower shall pay to, or reimburse the Lenders on demand, on a full indemnity basis, all costs and liabilities incurred by the Lenders, in relation to:

13.1 This mortgage or the Property; or

13.2 Suing for, or recovering, any of the Secured Liabilities.

Including, without limitation, the costs of any proceedings in relation to this mortgage or the Secured Liabilities or incurred in or suffered by any default or delay by the Borrower in performing any of her obligations under this mortgage.

14. Release

On the expiry of the Security Period (but not otherwise), the Lenders shall, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the security constituted by this mortgage.

15. Assignment and Transfer

15.1 The Lenders may not assign or transfer the whole or any part of the Lenders' rights and/or obligations under this mortgage to any person unless with the prior consent of the Borrower,

notwithstanding the fact that this mortgage shall enure for the benefit of the Lenders' personal representatives, successors or permitted assigns.

- 15.2 The Borrower may not assign any of her rights, or transfer any of her obligations, under this mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.

16. Continuing Security

- 16.1 This mortgage shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Lenders discharge this mortgage in writing.
- 16.2 The rights and remedies of the Lenders provided under this mortgage are cumulative, may be exercised as often as the Lenders consider appropriate, and are in addition to, and not exclusive of, any rights and remedies provided by law.
- 16.3 A waiver of any right or remedy by the Lenders under this mortgage or by law is only effective if given in writing and signed by the Lenders and shall not be deemed a waiver of any other breach or default. It applies only in the circumstances for which it is given, and shall not prevent the Lenders from subsequently relying on the relevant provision.
- 16.4 No act or course of conduct or negotiation by or on behalf of the Lenders shall, in any way, preclude the Lenders from exercising any right or power under this mortgage or constitute a suspension or variation of any such right or power.
- 16.5 No delay or failure to exercise any right or power under this mortgage shall operate as a waiver.

17. Counterparts

This mortgage 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 the one deed.

18. Notices

- 18.1 Any notice or other communication given under, or in connection with, this mortgage must be in writing.
- 18.2 Any notice or other communication given or delivered under this mortgage must be:
- 18.2.1 delivered by hand; or
- 18.2.2 sent by pre-paid first-class post or other next working day delivery service.
- 18.3 Any notice or other communication to be given or delivered under this mortgage must be sent to the relevant party as follows:
- 18.3.1 to the Borrower at:
529-533 Abbeydale Road Sheffield S7 1FU
- 18.3.2 to the Lenders at:
85 Osbourne Road Sheffield S11 9BA
- or as otherwise specified by the relevant party by notice in writing to the other party.

- 18.4 Any notice or other communication that the Lenders gives to the Borrower under, or in connection with, this mortgage will be deemed to have been received:
- 18.4.1 if delivered by hand, at the time it is left at the relevant address; and
- 18.4.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- 18.4.3 a notice or other communication given as described in clause 18.2 on a day which 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.
- 18.5 Any notice or other communication given to the Lenders shall be deemed to have been received only on actual receipt.
- 18.6 This clause 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.
- 19. Third Party Rights**
- A person who is not a party to this mortgage shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this mortgage.
- 20. Successors**
- The rights and obligations of the parties shall continue for the benefit of and shall be binding on their respective successors and permitted assigns.
- 21. Governing Law**
- This mortgage 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.
- 22. 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 Lenders 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 such other jurisdiction.

IN WITNESS WHEREOF this document has been executed and delivered as a deed on the date first stated above.

SCHEDULE 1

Property

ALL THAT leasehold property known as 529-533 Abbeydale Road Sheffield S7 1FU registered at HM Land Registry under title numbers SYK102156 and SYK10056.

SCHEDULE 2
Representations and Warranties

- 1. Ownership of Property**
The Borrower is the legal and beneficial owners of the Property and have good and marketable title to the Property.
- 2. No Encumbrances**
The Property is free from any Encumbrances other than the Encumbrance created by this mortgage.
- 3. Adverse Claims**
The Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it.
- 4. Adverse Covenants**
There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, which materially adversely affect the Property.
- 5. No Breach of Laws**
There is no breach of any law or regulation which materially adversely affects the Property.
- 6. No Interference in Enjoyment**
No facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use.
- 7. No Overriding Interests**
Nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property.
- 8. Avoidance of Security**
No Encumbrance expressed to be created under this mortgage is liable to be avoided, or otherwise set aside, on the bankruptcy of the Borrower or otherwise.
- 9. No Prohibitions or Breaches**
There is no prohibition on the Borrower assigning its rights in the Property and the entry into this mortgage by the Borrower does not and will not constitute a breach of any policy, agreement, document or instrument binding on the Borrower or her assets.

SCHEDULE 3
Covenants
PART 1
General Covenants

1. Negative Pledge and Disposal Restrictions

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

- 1.1 Create or permit any Encumbrance on, or in relation to, the Property other than any Encumbrance created by this mortgage;
- 1.2 Sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property; or
- 1.3 Create or grant any interest in the Property in favour of a third party.

2. Preservation of Property

The Borrower shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Lenders or materially diminish the value of any of the Property or the effectiveness of the security created by this mortgage.

3. Enforcement of Rights

The Borrower shall use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to any of the Property which the Lenders may require from time to time.

4. Compliance With Laws

The Borrower shall comply with all laws and regulations for the time being in force relating to or affecting any Property and shall obtain and promptly renew from time to time and comply with the terms of all consents which may be necessary to enable it to preserve, maintain or renew any Property.

5. Notice of Breaches

The Borrower shall, promptly on becoming aware of any of the same, give the Lenders notice in writing of any breach of:

- 5.1 Any representation or warranty set out in Schedule 2; and
- 5.2 Any covenant set out in Schedule 3.

PART 2
Property Covenants

6. Repair and Maintenance

The Borrower shall keep all premises on the Property in good repair and condition and shall keep all premises on the Property adequately and properly painted and decorated and replace any fixtures and fittings which have become worn out or otherwise unfit for use by others of a like nature and equal value.

7. No Alterations

7.1 The Borrower shall not, without the prior written consent of the Lenders:

7.1.1 pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or

7.1.2 make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with paragraph 6 of this Part 2 of Schedule 3).

7.2 The Borrower shall promptly give notice to the Lenders if the premises or fixtures or fittings forming part of the Property are destroyed or damaged.

8. Development Restrictions

The Borrower shall not, without the prior written consent of the Lenders:

8.1 Make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Property; or

8.2 Carry out or permit or allow any development, as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008, to be carried out on the Property or change or permit or allow the use of the Property to be changed.

9. Insurance

9.1 The Borrower shall insure and keep insured the Property against fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, escape of water or oil, impact by aircraft and articles dropped from them, impact by vehicles, riot, civil commotion, malicious damage, theft or attempted theft, falling trees and branches and aerials, subsidence, heave, landslip, collision, accidental damage to underground services, public liability to anyone else and any other risks which the Lenders reasonably requires to be insured against from time to time.

9.2 The Borrower shall, if requested by the Lenders, produce to the Lenders the policy, certificate or cover note relating to any such insurance required by paragraph 9.1 of this Part 2, Schedule 3.

10. Insurance Premiums

The Borrower:

- 10.1 Shall promptly pay all premiums in respect of any insurance policy on the Property and do all other things necessary to keep such policy in full force and effect; and
- 10.2 Shall (if the Lenders so requires) produce to the Lenders the receipts for all premiums and other payments necessary for effecting and keeping up the insurance policies.

11. No Invalidation of Insurance

The Borrower shall not do or omit to do, nor permit to be done or omitted, any thing that may invalidate or otherwise prejudice any insurance policies relating to the Property.

12. Insurance Policies' Proceeds

All monies payable under any of the insurance policies relating to the Property at any time (whether or not the security constituted by this mortgage has become enforceable) shall:

- 12.1 Immediately be paid to the Lenders; or
- 12.2 If they are not paid directly to the Lenders by the insurers, be held, pending such payment, by the Borrower upon trust for the Lenders.

13. Leases and Licences Affecting the Property

The Borrower shall not, without the prior written consent of the Lenders which consent, in the case of paragraph 13.4, is not to be unreasonably withheld or delayed in circumstances in which the Borrower may not unreasonably withhold or delay its consent:

- 13.1 Grant, or agree to grant, any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under sections 99 or 100 of the LPA 1925; or
- 13.2 In any other way dispose of (or agree to dispose of), accept the surrender of (or agree to accept the surrender of), surrender (or agree to surrender) or create any legal or equitable estate or interest in the whole or any part of the Property; or
- 13.3 Let any person into occupation of or share occupation of the whole or any part of the Property; or
- 13.4 Grant any consent or licence under any lease or licence affecting the Property.

14. No Restrictive Obligations

The Borrower shall not, without the prior written consent of the Lenders, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property.

15. Proprietary Rights

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the prior written consent of the Lenders.

16. Compliance With and Enforcement of Covenants

The Borrower shall:

- 16.1 Observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lenders so requires) produce to the Lenders evidence sufficient to satisfy the Lenders that those covenants, stipulations and conditions have been observed and performed; and
- 16.2 Diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

17. Notices or Claims Relating to the Property

The Borrower shall:

- 17.1 Give full particulars to the Lenders of any notice, application or requirement given or made by any public or local body or authority (a "Notice") that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice.
- 17.2 If the Lenders so requires, immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lenders in making, such objections or representations in respect of any such Notice as the Lenders may desire.

18. Inspection

The Borrower shall permit the Lenders and any person appointed by it to enter on and inspect the Property on reasonable prior notice.

SCHEDULE 4
Powers of the Lenders

1. Power to Remedy

- 1.1 The Lenders shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of her obligations contained in this mortgage. Any monies expended by the Lenders in remedying a breach by the Borrower of any of her obligations contained in this mortgage shall be reimbursed by the Borrower to the Lenders on a full indemnity basis.
- 1.2 In remedying any breach in accordance with paragraph 1.1 of Schedule 4, the Lenders and its agents shall be entitled to enter onto the Property and to take any action as the Lenders may reasonably consider necessary or desirable including, without limitation, carrying out any repairs or other works.

2. Exercise of Rights

The rights of the Lenders under paragraph 1 of this Schedule 4 are without prejudice to any other rights of the Lenders under this mortgage. The exercise of those rights shall not make the Lenders liable to account as a mortgagee in possession.

SCHEDULE 5
Events of Default

1. Non-payment

The Borrower fail to pay any sum payable by her under this mortgage when due, unless the failure to pay is caused solely either by:

- 1.1 An administrative error or technical problem and payment is made within 5 Business Days of its due date.
- 1.2 An event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made or which otherwise prevents either or both parties from complying with their obligations under this mortgage.

2. Non-compliance

The Borrower fails (other than a failure to pay) to comply with any provision of this mortgage and, if the Lenders acting reasonably, considers that the default is capable of remedy, such default is not remedied within 14 Business Days of the earlier of:

- 2.1 The Lenders notifying the Borrower of the default and the remedy required.
- 2.2 The Borrower becoming aware of the default.

3. Misrepresentation

Any representation, warranty or statement made by the Borrower in relation to this mortgage is (or proves to have been) incomplete, untrue, incorrect or misleading when made.

4. Insolvency

- 4.1 The Borrower stops or suspends payment of any of her debts or is unable to pay any of her debts as they fall due.
- 4.2 A petition for a bankruptcy order is presented or a bankruptcy order is made against the Borrower.

SCHEDULE 6

Repayment and Interest Payment

- 1. Repayment Date:** The Borrower shall repay the Loan and any associated fees within 12 months of the date of this agreement and shall pay to the Lender the sum of £3400 per month on the first day of each calendar month ("Interest Payment"), unless otherwise agreed in writing by the Lender. Where any Interest Payment falls on either a Saturday or a Sunday, the Borrower shall ensure that where payment of any Interest Payment cannot be made on the Repayment Date, then that Instalment is paid on the next possible date.

SIGNED as a Deed by
SAJID QUADER
in the presence of

Witness signature

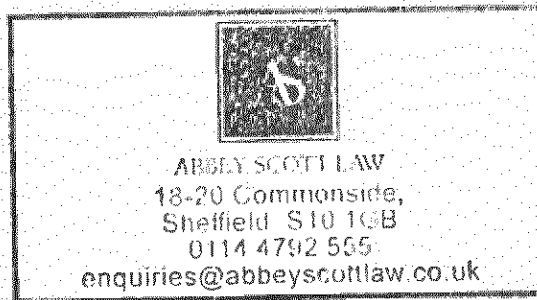
Witness name

SARFRAZ KHAN

Witness address

Witness occupation

SOLICITOR



EXECUTED as a Deed by
Kilner Broadfield Limited
Acting by a Director
in the presence of:

Witness signature

Witness name

Witness address

Witness occupation

