

Registration of a Charge

Company Name: KTS ESTATES LIMITED

Company Number: 10081228

Received for filing in Electronic Format on the: 16/08/2022

Details of Charge

Date of creation: **04/08/2022**

Charge code: 1008 1228 0001

Persons entitled: NSS TRUSTEES LIMITED

TAHIR SHARIF

SHAHID DAWOOD SHARIF USMAN KHALID SHARIF

Brief description: THE SHARES AND DERIVATIVE ASSETS OF KTS PROPERTIES LIMITED

A COMPANY REGISTERED IN ENGLAND AND WALES, COMPANY REGISTRATION NUMBER 090262365, THE REGISTERED OFFICE OF

WHICH IS 137-139 COMMERCIAL ROAD, LONDON, E1 1PX

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED

AS PART OF THIS APPLICATION FOR REGISTRATION IS A

CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: JAMES BOWLES



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10081228

Charge code: 1008 1228 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th August 2022 and created by KTS ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th August 2022.

Given at Companies House, Cardiff on 17th August 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006





Romford, Essex, RM1 3PJ

THIS CHARGE is made on 4th Ayut 2022.

PARTIES:

- (1) KTS ESTATES LIMITED a company registered in England and Wales, (Company No 10081228) whose registered office is at 137-139 Commercial Road London E1 1PX ('the Chargor'), and
- NSS TRUSTEES LIMITED a company registered in England and Wales, (Company No 04141920) whose registered office is at Roman House 296 Golders Green Road London NW11 9PY, TAHIR SHARIF of Brooklodge Farm Stock Road Stock Essex CM4 9PG, SHAHID DAWOOD SHARIF of Greenhayes Thorndon Approach Herongate Essex CM13 3PA and USMAN KHALID SHARIF of 12 St Nicholas Grove, Ingrave, Brentwood, Essex CM13 3RA ('the Lender') which term includes their successors and assigns

IT IS AGREED:

1. Definitions and interpretation

In this deed, terms defined in the Credit Agreement and not redefined in this deed have the meaning set out in the Credit Agreement and, in addition, unless the context otherwise requires:

- 1.1. references to 'a business day' are references to a day on which banks generally are open for business in the City of London excluding Saturdays and bank or public holidays.
- 1.2. 'the Company' means KTS PROPERTIES LIMITED a company registered in England and Wales, company registration number (09262365), the registered office of which is at 137-139 Commercial Road London E1 1PX

1.3. 'the Derivative Assets' means:

- 1.3.1. allotments, rights, money or property arising from the Shares by way of conversion, exchange, redemption, bonus, preference, option or otherwise,
- 1.3.2. dividends, distributions, interest and other income from the Shares, and
- 1.3.3. stock, shares and securities offered in addition to or substitution for the Shares.
- 1.4. references to 'a document' include references to any transfer, renunciation, proxy, mandate, legal or other charge, mortgage, assignment, deed or other document,
- 1.5. references to 'an encumbrance' are references to any mortgage, pledge, lien, hypothecation, charge, assignment or deposit by way of security or any other agreement or arrangement giving or having the effect of giving security or preferential treatment to a creditor,
- 1.6. 'the Expenses' means the interest, costs and expenses the Chargor is liable to reimburse to the Lender under clause 16, and any liability of the Chargor under clauses 17 or 18 and any amount paid by the Lender under clause 7,
- 1.7. 'the Loan Agreement' means the loan agreement dated 4 2022 and made between the Company as borrower (1) and the Lender (2) and includes any variations or additions to that agreement.

- 1.8. **'the Original Shares'** means one thousand one hundred (1,100) shares in the issued share capital of the Company owned by the Chargor at the date of this deed,
- 1.9. references to 'a receiver' are references to any receiver and manager or receivers and managers appointed under clause 23 (appointment and powers of receiver) and, where the context requires or permits, includes any substituted receiver and manager or receivers and managers,
- 1.10. 'the Regulations' means the Uncertificated Securities Regulations 20013,
- 1.11. 'relevant system' has the meaning given to that term by the Regulations and includes any other system or facility (in the United Kingdom or elsewhere) providing for the deposit of, and clearance of transactions in, the Security Assets,
- 1.12. 'the Secured Sums' means the Expenses and all money and liabilities now or in the future due, owing or incurred to the Lender by the Chargor under the Loan Agreement,
- 1.13. **'the Security Assets'** means the Shares and the Derivative Assets and includes all rights, benefits and sums now or in the future accruing to the Chargor as a result of any of the Security Assets being held in a relevant system including the Chargor's rights against the operator of, or any participant in, the relevant system, and
- 1.14. **'the Shares'** means the Original Shares and all other shares in the Company owned by the Chargor while any of the Secured Sums is outstanding.
- 2. Covenants to pay and charging clause
- 2.1. The Chargor covenants with the Lender to pay the Secured Sums to the Lender on demand on the due date for payment.
- 2.2. The Chargor, with full title guarantee, charges the Security Assets to the Lender by way of first fixed charge as continuing security for the payment and discharge of the Secured Sums.
- 2.3. The Chargor must promptly deposit with the Lender, on the date of this deed or on later receipt, all certificates and documents of title relating to the Security Assets in certificated form and undated transfers executed in blank and such other documents as the Lender may require to perfect title to the Security Assets (duly executed by the registered holder) or for vesting or enabling it to vest the same in itself, its nominees or any purchaser. The Lender may at any time, without notice to the Chargor, complete such transfers and present them for registration.

3. Power of attorney

- 3.1. The Chargor, by way of security, irrevocably appoints the Lender (whether or not a receiver has been appointed) and any receiver separately to be the attorney of the Chargor with full power to appoint substitutes and to delegate, in its name and on its behalf, and as its act and deed or otherwise, at any time to execute, deliver and perfect any document, perform any act, or give any instructions under the rules and practices of a relevant system or otherwise required of the Chargor under this deed that the Chargor has failed to do within 7 days of being notified by the Lender that it is required, or (on or after the occurrence of an event of default) that may be deemed by the attorney necessary or desirable for any purpose of this deed or to enhance or perfect the security intended to be constituted by it or to transfer legal ownership of any of the Security Assets.
- 3.2. Without prejudice to the generality of the provisions contained in clause 3.1, the Chargor covenants with the Lender and separately with any receiver that, if required so to do, the Chargor will ratify and confirm:

- 3.2.1. all transactions entered into by the Receiver at its instance in the proper exercise of his powers in accordance with this deed, and
- 3.2.2. all transactions entered into by the Receiver in signing, sealing, delivering and otherwise perfecting any document as aforesaid,

and the Chargor irrevocably acknowledges and agrees that the power of attorney is, inter alia, given to the Lender or a receiver or both, to secure the performance of these obligations owed to him or them by the Chargor.

4. Voting rights and dividends

- 4.1. Unless and until the charge created by this deed becomes enforceable:
 - 4.1.1. for so long as the Chargor remains the registered owner of all the Security Assets:
 - 4.1.1.1 all voting and other rights (including the right to receive dividends) attaching to any of the Security Assets will continue to be exercised by the Chargor subject to clause 7.3, provided that the Chargor must not exercise any voting or other rights in a way that is likely to prejudice the value of the Security Assets or otherwise jeopardise the security constituted by this deed, and
 - 4.1.1.2. the Chargor is to be free to deal with all the dividends, distributions and interest and other money paid on the Security Assets, subject to the Credit Agreement, and
 - 4.1.2. if any of the Security Assets is registered in the name of the Lender or the Lender's nominee:
 - 4.1.2.1. all voting and other rights attaching to them must be exercised by the Lender or the nominee in accordance with instructions in writing from time to time received from the Chargor, provided that the Chargor may not give instructions to exercise any voting or other rights in a way that is likely to prejudice the value of the Security Assets or otherwise jeopardise the security created by this deed, and
 - 4.1.2.2. all dividends, distributions, interest and other money paid on and received by the Lender or the nominee in respect of the Security Assets must be collected by the Lender or the nominee as agent for the Chargor and paid to the Chargor to the account as the Chargor from time to time specifies.
- 4.2. At any time after the security created in this deed has become enforceable:
 - 4.2.1. the Lender may, in the name of the Chargor or otherwise and without any further consent or authority on the part of the Chargor, exercise all voting and other rights attaching to the Security Assets and any rights attaching to the Security Assets to nominate or remove a director as if the Lender were the sole beneficial owner of the Security Assets,
 - 4.2.2. all the Derivative Assets must, if received by the Chargor or its nominee, be held on trust for, and forthwith paid or transferred to, the Lender, and
 - 4.2.3. the Chargor must accept short notice for and attend any meeting of the holders of any of the Security Assets, appoint proxies and exercise voting and other rights and powers exercisable by the holders of the Security Assets as the Lender may direct from time to time, and must ensure that its nominees do so.

5. Continuing security

This deed is to constitute a continuing security to the Lender, notwithstanding any intermediate payment or settlement of account or any other matter whatever, and is to be in addition to, and not prejudice or be prejudiced by, any right of lien, set-off, combination or other rights exercisable by the Lender as banker against the Chargor or any security, guarantee, indemnity and/or negotiable instrument now or in the future held by the Lender.

6. Warranties

- 6.1. The Chargor represents and warrants to the Lender that:
 - 6.1.1. the Original Shares are, and any shares deposited or substituted after the date of this deed will be, fully called up and fully paid up,
 - 6.1.2 the Original Shares are legally and beneficially owned by the Chargor and any shares deposited or substituted in future will be beneficially owned by it upon deposit or substitution and in each case free from any option, equity, trust or encumbrance (save for this deed), and
 - 6.1.3. this deed has been properly executed by the Chargor and it has taken all necessary action to authorise the execution and delivery of this deed which is valid and binding upon it and enforceable in accordance with its terms.
- 6.2. The representations and warranties contained in clause 6.1 and those of the Loan Agreement are to be deemed to be repeated on each day until payment or discharge in full of the Secured Sums with reference to the facts and circumstances subsisting on each such day.

7. Covenants

- 7.1. The Chargor undertakes that the obligations assumed by it in this clause will continue in full force and effect until payment or discharge in full of the Secured Sums.
- 7.2. The Chargor must not sell, transfer, alienate or deal with the Security Assets or any interest in any of the Security Assets or attempt or agree to do so.
- 7.3. The Chargor must not, except for this deed, create or agree to create or permit to arise or subsist any encumbrance on any of the Security Assets.
- 7.4. The Chargor must not cause or permit any of the Security Assets to be consolidated, sub-divided or converted and must take any action the Lender directs in respect of any proposed compromise, arrangement, capital organisation, conversion, exchange, repayment or takeover offer affecting any of the Security Assets or any proposal to vary or abrogate any rights attaching to any of the Security Assets.
- 7.5. The Chargor must promptly pay direct to the Company any calls on any of the Security Assets that, despite clause 6.1, are not fully paid and, if it defaults, the Lender may (but need not) do so on behalf of the Chargor, and any amount so expended is to be included in the Expenses.
- 7.6. The Chargor must forward to the Lender any notices, reports, accounts, circulars and other documents relating to the Security Assets promptly after they are received.
- 7.7. The Chargor must (at its expense):
 - 7.7.1. execute and deliver to the Lender or as it directs any documents, transfers and powers of attorney,

- 7.7.2. give any instructions, and
- 7.7.3. perform any other acts

the Lender reasonably requires at any time to convert any of the Security Assets in certificated form into uncertificated form.

- 7.8. The Chargor must give the Lender at least 14 days' prior written notice of its intention to convert any of the Security Assets from certificated to uncertificated.
- 7.9. The Chargor must not give an instruction for any of the Security Assets that are uncertificated to be recertificated without the Lender's prior written consent, and must ensure that on recertification the new certificate is delivered to the Lender promptly after its issue.

8. Powers of the Lender

- 8.1. This deed is to be immediately enforceable if an event of default occurs or the Chargor fails to comply with any of its obligations under this deed.
- 8.2. Section 103 of the Law of Property Act 1925 is not to apply to this deed, but as between the Lender and a purchaser from the Lender the statutory power of sale will arise on, and be exercisable at any time after, the execution of this deed. The Lender must not exercise the power of sale until a demand has been made by the Lender under the Loan Agreement or a receiver has been appointed, but this provision is not to affect a purchaser or require him to ask whether a demand or appointment has been made.
- 8.3. No person dealing with the Lender or any receiver need be concerned to enquire:
 - 8.3.1. whether this deed has become enforceable,
 - 8.3.2. whether any power exercised or purported to be exercised has become exercisable,
 - 8.3.3. whether any of the Secured Sums remain due,
 - 8.3.4. as to the necessity or expediency of any stipulations and conditions subject to which the sale of any of the Security Assets is made, or
 - 8.3.5. otherwise as to the propriety or regularity of the sale of any of the Security Assets,

or to see to the application of any money paid to the Lender or a receiver, or its agents or brokers. Each such dealing is to be deemed to be within the powers conferred by this deed and to be valid and effectual accordingly.

9. Application of money received by the Lender or a receiver

- 9.1. Any money received under the powers conferred by this deed must, subject to the discharge of any prior-ranking claims, be paid or applied in the following order of priority:
 - 9.1.1. in payment of the remuneration of the receiver and the costs of realisation including all costs and expenses of, or incidental to, any exercise of any power conferred by this deed,
 - 9.1.2. in or towards payment of any debts or other imposts that are by statute made payable in preference to the Secured Sums to the extent to which such debts or imposts are made so payable, and

- 9.1.3. when so required, in or towards satisfaction of the Secured Sums in such order as to principal, interest or expenses as the Lender or the receiver, in its or his absolute discretion, determines, and the surplus, if any, must be paid to the Chargor or such other person as may be entitled to it.
- 9.2. The Lender may, in its absolute discretion on or at any time or times after demand and pending the payment to the Lender of the whole of the Secured Sums, place and keep to the credit of a separate or suspense account any money received, recovered or realised by the Lender by virtue of this deed for so long and in such manner as the Lender may determine without any intermediate obligation to apply it in or towards the discharge of any of the Secured Sums.

10. Limitation of the Lender's liability

The Lender will not be liable for any loss arising out of such sale or other disposal of any of the Security Assets or the exercise of or failure to exercise any of the Lender's powers under this deed, however caused and whether or not a better price could or might have been obtained by deferring or advancing the date of the sale or other disposal, and the Lender will not be liable to account as mortgagee in possession for any of the Security Assets.

11. Further assurance

The Chargor must at any time and from time to time if required by the Lender:

- 11.1. promptly sign, seal, deliver and complete all documents and give any instructions or directions the Lender requires relating to any of the Security Assets in uncertificated form to protect or preserve its security, and
- do all acts and things the Lender requires for perfecting or improving its title to and security over any of the Security Assets or vesting or enabling it to vest any of the Security Assets in itself or its nominee or in any purchaser, or to facilitate the sale or other disposal of any of the Security Assets or the exercise of any of the rights or powers attaching to any of the Security Assets or conferred on the Lender by this deed.

The documents will be prepared by or on behalf of the Lender at the cost of the Chargor and must be in such form as the Lender requires.

12. Consolidation of mortgages

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

13. Additional or future security

This deed is in addition to and is not to affect or be affected by any guarantees, indemnities or encumbrances whatsoever the Lender may hold now or in future for any part of the Secured Sums and may be enforced without first having recourse to any such guarantee, indemnity or encumbrance.

14. Forbearance and severability

- 14.1. All rights, powers and privileges under this deed are to continue in full force and effect, regardless of the Lender exercising, delaying in exercising or omitting to exercise any of them.
- 14.2. If any provision of this deed is or subsequently becomes void, unenforceable or illegal that is not to affect the validity, enforceability or legality of the other provisions of this deed.

15. Variations and consents

- 15.1. No variation of this deed will be considered valid and as constituting part of this deed, unless it is made in writing and signed by the Lender and the Chargor.
- 15.2. Save as otherwise expressly specified in this deed, any consent of the Lender may be given absolutely or on any terms and subject to any conditions the Lender determines in its entire discretion.

16. Costs and interest on overdue amounts

- 16.1. All costs, charges and liabilities, including all professional fees and disbursements and VAT and/or any similar tax, and all other sums paid or incurred by the Lender and/or any receiver under this deed:
 - 16.1.1. are to be recoverable on a full indemnity basis as a debt payable on demand from the Chargor,
 - 16.1.2. may be debited without notice to any account of the Chargor and will bear interest accordingly, and
 - 16.1.3. will be charged on the Security Assets.
- 16.2. Without prejudice to the generality of clause 17.1, the costs recoverable by the Lender and/or any receiver under this deed include:
 - 16.2.1. all costs incurred by the Lender in preparing and administering this deed or perfecting the security created by this deed,
 - 16.2.2. all costs (whether or not allowable on a taxation by the court) of all proceedings for the enforcement of this deed or for the recovery or attempted recovery of the Secured Sums,
 - 16.2.3. all money expended and all costs arising out of the exercise of any power, right or discretion conferred by this deed, and
 - 16.2.4. all costs and losses arising from any default by the Chargor in the performance of its obligations under this deed.
- 16.3. Any overdue amounts secured by this deed are to carry interest at the rate and in accordance with the terms contained in clause (2)(a) of the Loan Agreement in relation to overdue sums or at such other rate agreed between the Chargor and the Lender from time to time.

17. Stamp duty

The Chargor must pay all present and future stamp, registration and similar taxes or charges payable in any jurisdiction in connection with the execution, delivery, performance or enforcement of this deed or any judgment given in connection with this deed and must indemnify the Lender against any and all liabilities including penalties with respect to or resulting from its delay or omission to pay any such stamp, registration and similar taxes or charges.

18. Currency indemnity

Money received or held by the Lender pursuant to this deed may from time to time after demand has been made be converted into any currency the Lender considers necessary or desirable to discharge the Secured Sums in that currency at the Lender's then prevailing spot rate of exchange, as conclusively determined by the Lender acting in good faith, for purchasing the currency to be acquired with the existing currency.

19. Counterparts

This deed may be executed in any number of counterparts, each of which, when executed and delivered, is to be an original, but all of which when taken together constitute a single instrument.

20. Assignment

The Lender may assign or transfer all or any of its rights under this deed or hold its rights under this deed on trust for its successors or assigns or transferees subject always to the provisions of the Credit Agreement.

21. Service of demands and notices

- 21.1. A demand for payment or any other demand or notice under this deed may be made or given by any manager or officer of the Lender in writing addressed to the Chargor and served on it at the address of the Chargor stated above or its existing or last known place of business (or, if more than one, any one of such places), or by fax to the fax number last known to the Lender, or by email to the email address last known to the Lender, and any communication to be given to the Lender under this deed must be given to it in writing served on it at its address for service stated above or the address last notified to the Chargor by the Lender in writing.
- 21.2. A notice or demand will be deemed to be duly served on the Chargor:
 - 21.2.1. if delivered by hand, when left at its address,
 - 21.2.2. if sent by post, at noon on the next day following the day of posting even if it is misdelivered or returned undelivered, and
 - 21.2.3. if given or made by fax or other electronic communication (including email), at the time of transmission,

provided that, where delivery or transmission occurs after 1800 hours on a business day or on a day that is not a business day, service will be deemed to occur at 0900 hours on the next business day.

22. Appointment and powers of a receiver

- 22.1. At any time:
 - 22.1.1. on or after the occurrence of an event of default, or
 - 22.1.2. if so requested by the Chargor,

the Lender may appoint by writing any person or persons to be a receiver and manager or receivers and managers of all or any part of the Security Assets of the Chargor.

22.2. Where more than one receiver is appointed, they are to have power to act separately unless the Lender specifies to the contrary in the appointment.

- 22.3. The Lender may from time to time determine the remuneration of the receiver.
- 22.4. Subject to section 45 of the Insolvency Act 1986, the Lender may remove the receiver from all or any of the Security Assets of which he is the receiver.
- 22.5. Appointment of a receiver is not to preclude the Lender from making any subsequent appointment of a receiver over all or any of the Security Assets over which a receiver has not previously been appointed or has ceased to act, or preclude a receiver, while continuing to act, from consenting to the appointment of an additional receiver to act with him.
- 22.6. A receiver is to be the agent of the Chargor, which will be solely liable for his acts, defaults and remuneration, unless and until the Chargor goes into liquidation, after which he will act as principal and is not to become the agent of the Lender.
- 22.7. A receiver is to have the power to sell or concur in selling (when necessary with the leave of the court) all or any of the Security Assets and in addition may exercise in relation to the Chargor all the powers set out in Schedule 1 to the Insolvency Act 1986 as in force at the date of this deed, together with all the powers which he would have if he were the absolute unencumbered beneficial owner of the Security Assets.
- 22.8. A person dealing with a receiver in good faith need not be concerned to enquire whether the receiver is validly appointed or acting within his powers. Neither the Lender nor the receiver is to be liable to account as mortgagee in possession or otherwise for any money not actually received by it or him respectively, whether by way of payment, set-off, counterclaim or otherwise.

23. Other powers exercisable by the Lender

All powers of the receiver conferred by this deed may be exercised by the Lender following demand by the Lender whether as attorney of the Chargor or otherwise and whether or not the receiver has been appointed.

24. Retention and release of security

- 24.1. The Lender may keep the security held by it under this deed in order to protect it against any possible claim under insolvency law for such period after all the Secured Sums have been satisfied as the Lender reasonably considers to be necessary to avoid any risk under applicable insolvency law. If a claim is made against it within that period, the Lender may keep the security until that claim has finally been resolved.
- 24.2. Subject to and without prejudice to clause 25.1, once the Lender is satisfied that all the Secured Sums have been discharged in full and all facilities which might give rise to the Secured Sums have been terminated, the Lender must at the request and cost of the Chargor, execute and do all such deeds, acts and things as may be necessary to release the Security Assets from the charge constituted by clause 2.2.

25. Governing law and jurisdiction

- 25.1. This deed shall be governed by and construed in all respects in accordance with the laws of England.
- 25.2. For the benefit of the Lender, the parties irrevocably agree that the courts of England shall have jurisdiction to settle any dispute that may arise out of, or in connection with, this deed and that, accordingly, any suit, action or proceedings (together in this clause referred to as 'proceedings') arising out of, or in connection with, this deed may be brought in such courts. The Chargor further agrees not to initiate any proceedings against the Lender in any jurisdiction other than the courts of England.

25.3. The Chargor:

- 25.3.1. irrevocably waives any objection it may have now or in future to the courts of England being nominated as the forum to hear any proceedings,
- 25.3.2. waives any claim it may have now or in future that any such proceedings have been brought in any inconvenient forum, and
- 25.3.3. irrevocably agrees that a judgment in any proceedings brought in the English courts will be conclusive and binding upon it and may be enforced in the courts of any other jurisdiction.

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25.4. Nothing contained in this clause is to limit the right of the Lender to take proceedings against the Chargor in any other court of competent jurisdiction, and taking proceedings in one or more jurisdictions is not to preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

EXECUTED AS A DEED by the parties the day and year first before written

Executed as a deed by
KTS ESTATES LIMITED
Acting by its Director/Company Secretary

Director

Director/Company Secretary

Signed as a deed on behalf of

NSS TRUSTEES LIMITED

(as independent Trustees)

Acting by its Director/Company Secretary

Director

Director/Company Secretary

Signed as a deed by TAHIR SHARIF

In the presence of:-

Witness signature:

Witness name

Witness address

Witness occupation

Signed as a deed by SHAHID DAWOOD SHARIF

In the presence of:-

Witness signature:

Witness name

Witness address

Witness occupation

NESRIN SARAFAT

NESRIN SARAFAT

AMBROOK ROAD

6 WILLIAM SMITH HOUSE

BELVEDERE, DA 17 5PR

ACCOUNTS ASSISTANT

6 WILLIAM SMITH HOUSE AMBROOK ROAD BELVEDERE, DA 17 5PR

ACCOUNTS ASSISTANT

Signed as a deed by USMAN KHALID SHARIF In the presence of:-

Witness signature:

Witness name

Witness address

Witness occupation

Aur.

NESRIN SARAFAT G WILLIAM SMITH HOUSE AMBROOK ROAD BELVEDERE, DA 17 5PR

ACCOUNTS ASSISTANT