



Registration of a Charge

Company name: **ROSE C F LIMITED**

Company number: **10373751**



X8E9UW21

Received for Electronic Filing: **18/09/2019**

Details of Charge

Date of creation: **05/09/2019**

Charge code: **1037 3751 0002**

Persons entitled: **KAL SANGHA**

Brief description: **THE INDEBTEDNESS SECURED BY A CHARGE DATED 29 JULY 2019
BETWEEN MK PROPERTY PLATFORM LTD AND ROSE C F LIMITED**

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: **SYDNEY MITCHELL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10373751

Charge code: 1037 3751 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th September 2019 and created by ROSE C F LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th September 2019 .

Given at Companies House, Cardiff on 19th September 2019

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



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Certified as being a true copy of the original

Sydney Mitchell LLP
Sydney Mitchell LLP

Sub-charge of money secured by a registered charge

HM LAND REGISTRY

Dated this 18 day of September 2019

LAND REGISTRATION ACT 2002

Administrative area

Milton Keynes

Title number(s)

BM194330

Property

8 Church Street Wolverton (MK12 5JN)

THIS SUB-CHARGE is made on

5 September 2019

PARTIES

1 Rose CF Limited the registered office of which is at Harpal House 14 Holyhead Road Handsworth Birmingham B21 0LT, Company Registration no 1037351 (the Sub-Chargor) and
SM LLP

2 Kal Sangha of 17 South Street Harborne Birmingham B17 0DB (the Sub-Chargee)

THIS DEED witnesses:

1 Definitions and interpretation

1.1 Definitions

For all purposes of this Deed the terms defined in this clause 1 have the meanings specified.

Charge means a charge dated 29th July 2019 and registered on 29th July 2019 made between (1) MK Property Platform LTD (Company number 11297601) whose registered office is at 205 Pentax House South Hill Avenue Harrow HA2 0DU and (2) the Sub-Chargor of which the Sub-Chargor is proprietor

Charge Debt means the sum of £320,000.00 (Three Hundred and Twenty Thousand Pounds)

Interest Payment means first day of each calendar month

Days

Interest Rate means 8% a year above the rate of Barclays Bank Plc from time to time or, should this rate cease to exist, at another rate of interest closely comparable with the in-

terest Rate

Redemption Date

Sub-Advance means the sum of £300,000.00 (Three Hundred Thousand Pounds)

VAT means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to sums payable by the Sub-Chargor are exclusive of VAT.

1.2 Interpretation

1.2.1 Unless the context otherwise requires:

- (a) the singular includes the plural and vice versa;
- (b) references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa; and
- (c) references in the masculine gender include references in the feminine or neuter genders and vice versa.

1.2.2 The clause headings do not form part of this document and are not to be taken into account in its construction or interpretation.

1.2.3 Unless the context otherwise requires the expressions the Sub-Chargor and the Sub-Chargee include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where any party comprises two or more persons include any one or more of those persons.

1.2.4 Where any party to this Deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

1.2.5 Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered.

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Background

2.1 The Charge

By the Charge the property known as 8 Church Street Wolverton MK12 5JN and registered with title absolute at HM Land Registry under title number BM194330 was charged by way of legal mortgage to secure repayment by MK Platform Property Ltd to the Sub-Chargor of the Charge Debt with interest as mentioned in the Charge.

2.2 Indebtedness

The Charge Debt remains due and owing to the Sub-Chargor on the security of the Charge together with the current interest on it.

2.3 Agreement for sub-advance

The Sub-Chargee has agreed to advance the Sub-Advance to the Sub-Chargor on condition that its repayment together with interest is secured in the manner set out in this Deed.

3 Payment of Sub-Advance, interest and costs

In consideration of the Sub-Advance paid by the Sub-Chargee to the Sub-Chargor (receipt of which the Sub-Chargor acknowledges) the Sub-Chargor covenants with the Sub-Chargee as set out in this clause 3.

3.1 Payment of Sub-Advance

The Sub-Chargor covenants with the Sub-Chargee to pay the Sub-Advance to the Sub-Chargee free from any legal or equitable right of set-off on the Redemption Date or, if earlier, immediately on demand if:

- 3.1.1 any interest or other sum payable under this security is not paid within 7 days of becoming due; or
- 3.1.2 the Sub-Chargor or any surety fails to comply with any term, condition, covenant or provision of or to perform any of his obligations or liabilities under this or any associated or collateral security; or
- 3.1.3 any representation or warranty given by the Sub-Chargor or any surety or guarantor to the Sub-Chargee is or becomes incorrect; or
- 3.1.4 any judgment or order made against the Sub-Chargor or any surety by any court is not complied with within 7 days; or
- 3.1.5 the property of the Sub-Chargor or any surety becomes subject to any forfeiture or to any procedure for the taking of control by another; or
- 3.1.6 a mortgagee takes possession of or exercises or seeks to exercise any power of sale or of an appointment of a receiver in relation to the property charged by this Deed or any other property of the Sub-Chargor or of any surety; or
- 3.1.7 in the case of an individual:
 - (a) the Sub-Chargor or any surety becomes subject to an interim order or makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part VIII or enters, or seeks to enter, into any other form of

composition or arrangement with his creditors whether in whole or in part; or

(b) a petition is presented for the bankruptcy of the Sub-Chargor or any surety; or

(c) the Sub-Chargor or any surety dies or becomes mentally incapable; or

3.1.8 in the case of a company or limited liability partnership:

(a) the Sub-Chargor or any surety ceases or threatens to cease to carry on, or disposes or threatens to dispose of, its business or a material part of its business; or

(b) the Sub-Chargor or any surety makes a proposal for a voluntary arrangement under the Insolvency Act 1986 Part I or enters, or seeks to enter, into any other form of composition or arrangement with its creditors whether in whole or in part; or

(c) the Sub-Chargor or any surety becomes subject to a notice of an intended appointment of an administrator or an application is made to any court or any meeting of directors or members is called with a view to the Sub-Chargor or any surety entering into administration; or

(d) an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Sub-Chargor or any surety; or

(e) a petition is presented in any court or a meeting is convened for the purpose of considering a resolution for the winding up of the Sub-Chargor or any surety (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Sub-Chargee).

3.2 Interest

3.2.1 Payment of interest

The Sub-Chargor covenants with the Sub-Chargee to pay to the Sub-Chargee interest on the Sub-Advance (or so much of it as may from time to time remain outstanding) at the Interest Rate, from the date of this Deed, by equal monthly payments on the Interest Payment Days, such interest to be payable as well after as before any demand or judgment or the administration or liquidation or, as appropriate, bankruptcy, death or mental incapacity of the Sub-Chargor.

3.3 Costs, charges, expenses and other liabilities

3.3.1 Payment of costs, charges, expenses and other liabilities

The Sub-Chargor covenants with the Sub-Chargee to pay to the Sub-Chargee on demand, and on a full and unlimited indemnity basis, all reasonable costs, charges, expenses and liabilities paid and incurred by the Sub-Chargee (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this Deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Sub-Chargee becomes liable for them until payment by the Sub-Chargor at the Interest Rate, such interest to be payable in the same manner as interest on the Sub-Advance.

3.3.2 **Costs included**

Without prejudice to the generality of the provisions of that clause, the Sub-Chargor's liability under clause 3.3.1 will include not only those costs, charges, expenses and liabilities that would otherwise be allowable on the taking of an account between a mortgagor and mortgagee but also (and in so far as they are not so allowable) those incurred in relation to or arising out of:

- (a) the contemplation and institution of all proceedings and other action in connection with the enforcement, preservation and protection of the security constituted by this Deed;
- (b) the contemplation and institution of all proceedings and other action (whether against the Sub-Chargor or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this Deed;
- (c) the exercise or contemplated exercise of any power, right or discretion conferred by this Deed or by law on the Sub-Chargee;
- (d) any default by the Sub-Chargor or any surety in compliance with the obligations imposed by the terms of this security or associated with it;
- (e) any impeachment or attempted impeachment of the title of the Sub-Chargee (whether by the Sub-Chargor or by a third party) or of the title of the Sub-Chargor; and
- (f) the contemplation or doing of any other matter or thing which the Sub-Chargee considers to be for the benefit or improvement of the security.

In consideration of the matters referred to in clause 3 the Sub-Chargor charges at law with the payment of the money secured by this Sub-Charge the indebtedness secured by the Charge.

5 **Sub-Chargee's liability**

The Sub-Chargee shall be under no obligation to take any steps to call in or to enforce any security for payment of the money secured by the Charge or any part of it and shall not be liable for any loss arising from any omission on his part to take any such steps.

6 **Consolidation**

The Law of Property Act 1925 Section 93 (restricting the right of consolidation) shall not apply to this security.

7 **Indulgence and waiver**

The Sub-Chargee may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or the security created by the Charge or any right or remedy of the Sub-Chargee under this Deed or the Charge grant to the Sub-Chargor, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Sub-Chargor or any other person.

8 **Demands and notices**

8.1 **Form and mode of deemed service**

A demand or notice by the Sub-Chargee under this Deed must be in writing and shall be deemed to have been properly served on the Sub-Chargor if served personally on:

- 8.1.1 the Sub-Chargor if an individual or
- 8.1.2 any one of the directors or the secretary of the Sub-Chargor if a limited company
or
- 8.1.3 any member of the Sub-Chargor if a limited liability partnership or
- 8.1.3 by first class letter post or fax addressed to the Sub-Chargor at or by delivery to his
usual or last known place of abode or business or as appropriate its registered office or at any of its principal places of business.

8.2 **Method of service**

Service shall be deemed to be effected notwithstanding the death or as appropriate dissolution of the Sub-Chargor:

- 8.2.1 at 1000 hours on the second business day (being a day when the United Kingdom clearing banks are open for business in the City Of London) immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery;
- 8.2.2 when dispatched if given by fax; and
- 8.2.3 when left at the property concerned if delivered.

8.3 **Other methods of service**

The methods of service described in clause 8.1 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196.

8.4 **Multiple borrowers**

If the expression the Sub-Chargor includes more than one person, service on any one person shall be deemed to constitute service upon all such persons.

9 **Validity and severability**

9.1 **Enforceability**

Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of those provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

9.2 **Lack of capacity**

If this Deed is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the deed.

10 **Exclusion of third party rights**

Nothing in this Deed is intended to confer any benefit on any person who is not a party to it.

11 **Governing law and jurisdiction**

11.1 **Construction**

This Deed shall be governed by and construed in accordance with English law.

11.2 **Jurisdiction of English courts**

It is irrevocably agreed for the exclusive benefit of the Sub-Chargee that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this

Deed and that accordingly any suit, action or proceeding arising out of or in connection with this Deed may be brought in those courts.

11.3 Jurisdiction of other courts

Nothing in this clause 11 shall limit the Sub-Chargee's right to take proceedings against the Sub-Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

IN WITNESS whereof the parties hereto have duly executed this Deed on the date stated at the beginning of it.

Executed as a deed by)
Rose C F Limited)
acting by its Director)
Kuldip Singh Palak)
in the presence of:)

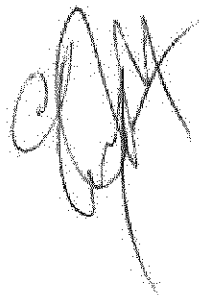


SIGNATURE OF WITNESS)

NAME)

ADDRESS)

OCCUPATION OF WITNESS)



- Yusuf Hossain

WILLIAMS & GORRIE SOLICITORS
50/51, 52/53, 54/55, 56/57, 58/59, 60/61, 62/63, 64/65, 66/67, 68/69, 70/71, 72/73, 74/75, 76/77, 78/79, 80/81, 82/83, 84/85, 86/87, 88/89, 90/91, 92/93, 94/95, 96/97, 98/99, 100/101, 102/103, 104/105, 106/107, 108/109, 110/111, 112/113, 114/115, 116/117, 118/119, 120/121, 122/123, 124/125, 126/127, 128/129, 130/131, 132/133, 134/135, 136/137, 138/139, 140/141, 142/143, 144/145, 146/147, 148/149, 150/151, 152/153, 154/155, 156/157, 158/159, 160/161, 162/163, 164/165, 166/167, 168/169, 170/171, 172/173, 174/175, 176/177, 178/179, 180/181, 182/183, 184/185, 186/187, 188/189, 190/191, 192/193, 194/195, 196/197, 198/199, 200/201, 202/203, 204/205, 206/207, 208/209, 210/211, 212/213, 214/215, 216/217, 218/219, 220/221, 222/223, 224/225, 226/227, 228/229, 230/231, 232/233, 234/235, 236/237, 238/239, 240/241, 242/243, 244/245, 246/247, 248/249, 250/251, 252/253, 254/255, 256/257, 258/259, 260/261, 262/263, 264/265, 266/267, 268/269, 270/271, 272/273, 274/275, 276/277, 278/279, 280/281, 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