



**Registration of a Charge**

Company name: **HIGH SOL DEVELOPMENTS LIMITED**

Company number: **10815682**



X864MCDM

Received for Electronic Filing: **24/05/2019**

---

**Details of Charge**

Date of creation: **21/05/2019**

Charge code: **1081 5682 0002**

Persons entitled: **HBL BANK UK LIMITED**

Brief description: **ALL THAT FREEHOLD PROPERTY SITUATE AT AND KNOWN AS  
7-11 HIGH STREET CROYDON CR0 1QB REGISTERED AT H M LAND  
REGISTRY UNDER TITLE NUMBER SGL403567.**

**Contains fixed charge(s).**

**Contains floating charge(s) .**

**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:

**SHERRARDS SOLICITORS LLP**



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

Company number: 10815682

Charge code: 1081 5682 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st May 2019 and created by HIGH SOL DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th May 2019 .

Given at Companies House, Cardiff on 28th May 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**

DATED 21st May 2019

High Sol Developments Limited

- and -

HBL Bank UK Limited

---

**LEGAL CHARGE**  
of property known as

7-11 High Street  
Croydon  
CR0 1QB

---

THIS DEED

DATED:

21st May

2019

PARTIES:

1. High Sol Developments Limited incorporated and registered in England and Wales with Company Number 10815682 whose registered office is at First Floor Roxburghe House 273/287 Regent Street London W1B 2HA
2. HBL Bank UK Limited incorporated and registered in England and Wales with Company Number 1719649 whose registered office is at 9 Portman Street, London W1H 6DZ, United Kingdom

---

THE SCHEDULE:

THE PROPERTY

---

All that freehold property situate at and known as 7-11 High Street Croydon CR0 1QB registered at H M Land Registry under title number SGL403567.

INTRODUCTION

- 1.1 Unless the context requires otherwise in this Legal Charge the following terms shall have ascribed to them the following meanings:-
- 1.1.1 "the Borrower" means the party or parties of the first part including the Borrower's successors in title and if the term includes more than one person it shall mean all or any one or more of those persons and the obligations of the Borrower shall be both joint and several.
  - 1.1.2 "the Bank" means the party of the second part including its successors in title and assigns in respect of this security.
  - 1.1.3 "the Property" means the freehold or leasehold property described in the Schedule together with the building or buildings now or at any time during the continuance of this security erected thereon together with all

fixtures and fittings thereon and in all cases where the context requires or admits the term shall include both the whole and each and any part or parts of the Property.

1.1.4 "the Principal Sum" means all sums of money and all liabilities now or at any time (and whether before or after demand for payment by the Bank has been made) due or owing from or incurred by the Borrower (whether actually or contingently and whether solely or jointly and/or severally with any other or others in partnership or otherwise and whether as principal or surety) to the Bank on any banking or other account or upon any discount or in any manner whatsoever together with interest to the date of repayment (as well after as before judgment) at such rates and upon such terms as may from time to time be payable discount commission interest and all other banking charges and legal and other costs charges and expenses including Value Added Tax (on a full indemnity basis) which the Bank may charge or incur in respect of any of the foregoing matters or the creation protection or enforcement of this security and such term shall include all other moneys for the time being payable under or secured by this Legal Charge and the whole or any part or parts of such moneys.

1.1.5 "the Receiver" means any receiver or manager or receiver and manager appointed by the Bank under or pursuant to the provisions of this Legal Charge.

1.1.6 "the Planning Acts" means the Town and Country Planning Acts 1971 to 1990 the Local Government Planning and Land Acts 1980 and 1981 and the Public Health Acts 1875-1969.

1.1.7 "the Companies Act" means the Companies Act 1985.

1.2 Section 61 of the Law of Property Act 1925 shall apply in the interpretation of this Legal Charge.

1.3 Reference to a Clause Sub-clause or Schedule shall mean and refer to a Clause Sub-clause or Schedule of this Legal Charge.

- 1.4 The clause headings do not affect the interpretation or construction of this Legal Charge.
- 1.5 Any reference in this Legal Charge to any statute (including the Planning Acts) shall include reference to any further statute for the time being in force amending replacing modifying or supplementing such statute and all regulations instruments and orders made under such statute or further statute and all notices served thereunder.

#### CAPITAL REPAYMENT AND CHARGING PROVISIONS

2. The Borrower covenants with the Bank that the Borrower will on demand pay to the Bank and discharge the Principal Sum.
3. As security for both the obligations on the part of the Borrower contained in this Legal Charge and for the payment to the Bank of the Principal Sum and all monies payable to the Bank from time to time under the provisions of this Legal Charge the Borrower with full title gurantee:-
- 3.1 charges by way of legal mortgage the Property
- 3.2 assigns by way of security (but subject to reassignment on redemption) all the benefit of every insurance policy effected (whether or not pursuant to an obligation in this Legal Charge) in respect of the Property (other than third party and public liability policies) and all moneys proceeds paid or payable thereunder but subject to all rights powers and other matters having actual priority in law to the rights conferred and the obligations imposed by this Legal Charge (whether by virtue of the terms of such policies the Fire Prevention (Metropolis) Act 1774 any prior mortgage or charge or any subsisting lease or otherwise howsoever)
- 4.1 If the Borrower is a company incorporated under the Companies Act the Borrower also charges as security for the obligations on its part contained in this Legal Charge by way of floating security the fixed and moveable plant machinery and

fixtures fittings furniture equipment utensils now or hereafter fixed or placed upon or used in or about the Property

- 4.2 If the Borrower is not a company incorporated under the Companies Act and in the event of the Bank taking possession of the Property the Bank is authorised as agent of the Borrower to remove store sell at such price as shall to the Bank seem reasonable or otherwise deal with any moveable plant machinery implements furniture equipment and stock in trade then used in or about the Property without any liability on the Bank for any loss or damage occasioned to the Borrower and the Borrower shall indemnify the Bank against all expenses incurred by the Borrower in this respect which may be deducted from the proceeds of sale of all items detailed herein

#### BORROWER'S COVENANTS

- 5.1 The Borrower covenants with the Bank at all times during the continuance of this security to observe and perform the obligations and stipulations set out in Clauses 5.2 to 5.11 inclusive.
- 5.2 To put and keep the Property in good and substantial repair and decorative condition and cleansed and when appropriate rebuilt refurbished and renewed and without delay to comply with the Bank's requirements in making good any defect or want of repair in the Property.
- 5.3 To pay and keep the Bank indemnified against all rates taxes duties charges assessments and outgoings (whether parliamentary parochial local or of any other description) which now or at any time are assessed charged or imposed on or in respect of the Property or the owner occupier or receiver of the Property and on demand to produce to the Bank the receipt for any such payment.
- 5.4 To observe and perform and to ensure the observance and performance by any other person or persons at any time occupying the Property of all restrictive and other covenants which now or at any time may affect the Property.
- 5.5.1 To insure and keep the Property insured in the joint names of the Borrower and the Bank in an insurance office or offices and through an agency approved by the Bank against loss or damage by fire storm tempest flood lightning aircraft impact



riot civil commotion malicious damage terrorist damage and such other risks (if any) as the Bank may from time to time require for a sum equal to the full reinstatement value (as determined by or on behalf of the Bank) of the Property from time to time (including proper provision for demolition charges and professional fees and to effect such other insurances as the Bank may in its absolute discretion from time to time require.

- 5.5.2 Duly and punctually (as the case may be) to pay or procure the payment of all premiums and other monies necessary for effecting and maintaining the insurance of the Property immediately upon such premiums or other monies becoming due and on demand to produce to the Bank the policy or policies of such insurance and a receipt for every such payment.
- 5.5.3 To apply or cause the application of all monies becoming payable under any insurance in respect of the Property (whether or not effected pursuant to this Clause 5.5.) either in making good the loss or damage in respect of which the money became payable or if the Bank in its discretion so requires in or towards the discharge of the Principal Sum.
- 5.6.1 To observe and perform the Borrower's covenants and obligations in any prior charge.
- 5.6.2 Not without the previous written consent of the Bank to create any other mortgage legal charge further charge debenture deposit of deeds pledge lien or other charge whatsoever on or in respect of the Property.
- 5.6.3 Not to convey assign or transfer the Property in such manner that the Property comprised in such conveyance assignment or transfer remains subject to this Legal Charge.
- 5.7.1 Not without the Bank's prior written consent to exercise the powers of leasing agreeing to lease and accepting surrenders of leases and agreements for lease conferred on the Borrower by Sections 99 and 100 of the Law of Property Act 1925 and not to permit any parting with or sharing of the possession or occupation of the Property.
- 5.7.2 In the event of the Bank consenting either to the grant of any new lease or underlease or agreement for lease or underlease of the Property to deliver to the

Bank during the continuation of this security a duly completed and stamped counterpart lease or agreement for lease or deed of variation or a certified copy of a Deed of Assignment or Transfer or Underlease (as the case shall require).

- 5.8 Not to do or permit any act to be done in upon or in respect of the Property resulting in any waste spoil or destruction and not without the prior written consent of the Bank to make or permit any material alteration or addition (whether structural or otherwise) whatsoever to the Property and in the event of the Bank giving such consent to carry out such works in accordance with the provisions and conditions of the Bank's consent and to the satisfaction of the Bank.
- 5.9.1 At the Borrower's cost to comply and effect active compliance in all respects with the provisions of all statutes from time to time in force and which affect or relate in any way to the Property or anything done by the Borrower or any occupier or occupiers in on or in relation to the Property.
- 5.9.2 Within seven days of receipt by the Borrower of any notice or order or proposal for a notice or order given issued or made by any planning local or other public authority or body or any person whatsoever whether made under the Planning Acts or otherwise and which in any way relates to or affects the Property to give full particulars thereof to the Bank and if so required by the Bank to produce to the Bank the said notice or order or proposal for a notice or order and at the Borrower's expense and to take all necessary steps to comply with the same without delay and at the request of the Bank to make or concur with the Bank in making any objections representations or appeals which the Bank may deem expedient or necessary against any such notice order or proposal.
- 5.9.3 In the event that the Borrower wishes to carry out any development of the Property or to erect make or maintain any building or make any erection improvement material change addition or alteration on or to the Property or to make any material change in the user of the Property the Borrower shall not to so without:-
- (i) The prior written consent of the Bank; and
  - (ii) Duly making an application for and receiving and complying in all respects with any necessary permission and consent from the local planning or other authority under the Planning Acts; and

- (iii) Giving to the Bank written notice of any such permission and consent and any conditions contained in such permission and consent within seven days of receipt of the same by the Borrower and obtaining the Bank's written approval (which may be withheld) of the terms and conditions of any such permission and consent; and
  - (iv) Observing and performing or causing to be observed and performed all the provisions and requirements of the Planning Acts and all other pertinent statutes.
- 5.10 If at the date of this Legal Charge the Property is not registered under the Land Registration Acts 1925 to 1971 not to cause or allow any person firm or company to be registered as registered proprietor of the Property without the previous written consent of the Bank and that any costs incurred by the Bank in entering a caution against such registration shall be deemed to be costs properly incurred by the Bank under this Legal Charge.
- 5.11.1 To keep the Bank fully and effectually indemnified (on a full indemnity basis) from and against all actions proceedings costs claims charges and demands either arising under the Planning Acts and all other statutes or whatsoever occasioned by any breach or non observance of any of the covenants or stipulations on the part of the Borrower contained in this Legal Charge.
- 5.11.2 To reimburse the Bank for all costs charges and expenses (on a full indemnity basis) in relation to the creation enforcement and discharge of this security including all costs charges and expenses relating to the preparation of this Legal Charge and the maintenance and protection of this security or the performance of the Borrower's obligations hereunder such costs charges and expenses being deemed to be properly incurred by the Bank under this Legal Charge.

#### ENFORCEMENT PROVISIONS

- 6.1 On the happening of any of the events set out in Clause 6.2 the Principal Sum together with any other sum or sums payable from time to time hereunder shall be deemed (without demand) to have become due within the meaning of Section 101 the Law of Property Act 1925 and shall become automatically and immediately payable by the Borrower to the Bank.

6.2 The events referred to in Clause 6.1 are:-

- 6.2.1 There is any default in the repayment of the Principal Sum or any part thereof for fourteen days following upon a demand by the Bank for the same the falling due of any part payment thereof by way of instalment; or
- 6.2.2 There is any default for fourteen days in the payment of any other sum or sums payable from time to time by the Borrower; or
- 6.2.3 There is any other breach of the covenants or of the obligations on the Borrower's part contained in this Legal Charge or there is any breach of any covenants whether positive or restrictive to which the Property is subject; or
- 6.2.4 A prior or subsequent mortgagee or chargee or debenture holder or trustee enters into possession of the Property or exercises or purports to exercise enforcement of such security or exercises any power or powers relating to such enforcement including the appointment of a receiver; or
- 6.2.5 There is any default in or breach of the observance or the performance of the covenants obligations and stipulations on the Borrower's part contained in any facility letter or any loan agreement entered into by the Bank the Borrower; or
- 6.2.6 The Borrower enters into or makes or seeks to enter into or make any composition or arrangement with or for the benefit of the Borrower's creditors or is unable to pay or shall admit inability to pay lawful debts as they mature; or
- 6.2.7 Any execution dstraint or distress or other process is levied or enforced or issued at against any property or other assets of whatever nature of the Borrower and is not satisfied removed paid out or discharged or secured to the satisfaction of the Bank within fifteen days; or
- 6.2.8 The Borrower or any guarantor of the Borrower is unable to pay its debts within the meaning of Section 518 of the Companies Act 1985; or

- 6.2.9 A bona fide petition be presented or Order is made or any effective resolution is passed for the winding-up of the Borrower or any guarantor of the Borrower (if incorporated under the Companies Act) (otherwise than in connection with a reconstruction or amalgamation the terms of which are previously approved in writing by the Bank); or
- 6.2.10 A Receiver or an Administrative Receiver Administrator Trustee In Bankruptcy or liquidator be appointed for the whole or any substantial part of the property and assets of the Borrower or any guarantor of the Borrower; or
- 6.2.11 Any representation or warranty made by the Borrower or any other statement shall prove to be incorrect or cease to be correct in any material respect; or
- 6.2.12 The Borrower shall convene a meeting of or propose to enter into any arrangement with its creditors generally; or
- 6.2.13 If control of the Borrower (if the Borrower is a company incorporated under the Companies Act) (as defined in Section 534 of the Income and Corporation Taxes Act 1970) shall be acquired by any person or group of connected persons not having control of the Borrower at the date hereof; or
- 6.2.14 An Order is made for the compulsory acquisition of the Property.
- 6.3 The Bank's powers of enforcement of the security provided by this Legal Charge:-
- 6.3.1 shall become immediately exercisable on the occurrence of any of the events specified in Clause 6.2.
- 6.3.2 shall be exercisable without the restrictions imposed by Section 103 of the Law of Property Act 1925.
- 6.3.3 shall be as specified in Clause 6.4.
- 6.4 The Bank's powers of enforcement are:-

- 6.4.1 To let or demise or agree to let or demise the Property to such person or persons for such terms of years or for such tenancy at such rent with or without a premium and on such general terms as the Bank in its absolute discretion may decide.
- 6.4.2 To appoint a Receiver and/or manager with all the powers conferred on receivers and/or managers appointed under the Law of Property Act 1925 with the power to exercise all the statutory incidence of such power and with all other powers set out in Clauses 6.6 and 6.7.
- 6.4.3 To sell the Property either in the same manner and extent as if the sale were under the power of sale conferred by the Law of Property Act 1925 or in the name of the Borrower or such other manner as the Bank shall decide whether the Bank shall be in possession of the Property or not and to exercise all the statutory incidence of such power of sale.
- 6.4.4 To exercise such power of sale at such price payable in such manner (whether with or without interest or by instalments over any period or otherwise) as the Bank may think fit.
- 6.5 In the case of any exercise or purported exercise by the Bank of its powers of enforcement under this Legal Charge every purchaser (as defined by Section 205 of the Law of Property Act 1925) or any person dealing with the Bank following such exercise or purported exercise shall be entitled and bound to assume without any enquiry that one or more of the events specified in Clause 6.2 has occurred and that the Bank's powers of enforcement under this Legal Charge have arisen and become exercisable and have been properly exercised.
- 6.6 Any Receiver appointed by the Bank under this Legal Charge shall at all times have power:-
  - 6.6.1 To enter upon and take possession of the Property to complete any building works thereon which may be unfinished to carry out any development of the Property to do any repair or make any structural alterations or improvements to the Property and to do any other act in connection with the Property (including the acquisition of adjoining or nearby land interests or rights for the benefit of the Property) which the

Receiver may consider fit and to obtain in respect thereof all necessary consents and permissions under the Planning Acts and otherwise; and

- 6.6.2 To let the Property on such tenancies at such rents (whether with or without any fine or premium) and on such general terms and conditions as the Receiver shall think fit and to accept surrenders or grant renewals of such lettings on any terms whatsoever; and
- 6.6.3 To make any allowances to any present or future tenant or occupier of the Property and to vary in any way the terms of any future lettings to which the Property becomes subject; and
- 6.6.4 Forthwith and without the restrictions imposed by Section 103 of the Law of Property Act 1925 to sell or concur in the selling of the Property (where necessary obtaining the leave of the Court) and to carry such sale into effect by conveying transferring or assigning in the name and on behalf of the Borrower and to accept as consideration for any such sale cash debentures or other obligations shares stock or other valuable consideration which may be payable in a lump sum or by instalments spread over such period as the Bank may consider fit; and
- 6.6.5 To make any arrangements in respect of or to compromise any claim or claims of or against the Property or arising out of the Property which the Receiver shall deem expedient; and
- 6.6.6 To effect any such indemnity or other insurance in respect of the Receiver's acts or in relation to the Property as the Receiver may deem fit; and
- 6.6.7 To make any payments or incur any expenditure which the Bank and/or the Receiver is or are expressly or impliedly authorised by this Legal Charge to make or incur; and
- 6.6.8 To employ for all purposes in connection with the powers specified in this Clause 6.6 any Solicitors Architects Surveyors Agents Contractors Builders Workmen and others and to purchase all such building and other materials and to appoint and remove such managers and sub-

managers and to hire and discharge such servants attendants and others as the Receiver shall consider necessary; and

- 6.6.9 To manage the Property and to carry on and conduct all such services which the Receiver may deem proper for the efficient management of the Property and generally to manage the Property with all such powers and authority as the Bank shall think fit to confer and as though the Bank was the absolute owner of the Property; and
  - 6.6.10 Subject to Sub-clause 6.6.4 to exercise all or any of the foregoing powers either in the Receiver's sole name or as duly authorised agent for and on behalf of the Borrower and to exercise such powers in any manner which the Receiver in his absolute discretion deems fit or expedient; and
  - 6.6.11 To charge and be paid such commission and/or other remuneration and expenses (together with VAT if appropriate) as the Bank may consider proper.
- 6.7.1 The powers conferred by Clause 6.6 shall be in addition to the powers conferred on a receiver by the Law of Property Act 1925 and the powers granted by Section 109(8) of the Law of Property Act 1925 in relation to the application of insurance money shall be extended so that the Receiver may apply all money received by him in the payment of all monies payable under this Legal Charge.
  - 6.7.2 All monies expended by the Receiver and all commission and/or other remuneration and expenses (together with VAT if appropriate) received by him shall be deemed to have been properly incurred under this Legal Charge.
  - 6.7.3 Without prejudice to Sub-clause 6.7.2 any expense incurred by the Receiver in the exercise of any power conferred on him by this Legal Charge or by any statute may be paid or retained by him out of any monies coming into his hands in his capacity as such Receiver and shall be in addition to any commission or other remuneration payable to him for acting as such Receiver.
  - 6.7.4 Without prejudice to the powers granted by Clause 6.6 the Receiver shall be deemed to be the duly authorised Agent of the Borrower for all purposes and the Borrower shall be solely responsible for the acts defaults and remuneration of the



Receiver and the Bank shall not be under any duty or liability in relation to the Receiver's acts defaults remuneration or otherwise.

- 6.7.5 Neither the Bank nor the Receiver shall by virtue of the Bank or the Receiver entering into possession of the Property be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss realisation or for any default or omission for which a mortgagee in possession or an owner or occupier might be liable.

#### THE BANK'S FURTHER POWERS

- 7.1.1 The Bank and its servants shall have the right to enter the Property at all times during the continuation of this security for all purposes in connection with this Legal Charge.
- 7.1.2 If the Borrower shall default in fulfilling the Borrower's covenants obligations and stipulations contained in this Legal Charge the Bank may at the expense of the Borrower for the purpose of protecting this security effect all works insurances or other matters and take all other actions and make all payments which the Bank may at its absolute discretion consider necessary and the Bank shall not be deemed thereby alone to have taken possession of the Property and any sum or sums paid by the Bank in connection with such purposes shall be deemed to be properly incurred by the Bank under this Legal Charge.
- 7.2 The Bank shall be at liberty from time to time to give any such time as the Bank shall in its discretion think fit for the payment of any bills of exchange promissory notes or other securities which may have been discounted for or received in account from the Borrower by the Bank or on which the Borrower shall or may be liable as drawer acceptor maker endorser or otherwise to any party or parties and any time which the Bank shall give shall not in any way release the Borrower or affect this security.
- 7.3 In the event of the Borrower encumbering or disposing of the Property the Borrower's then current or loan or discount or other accounts (as the case may be) shall be deemed to have been forthwith closed and all subsequent entries shall be deemed to have been made in a new account or new accounts opened with the Borrower and without prejudice to the rights of the Bank to consolidate all or any

of the Borrower's accounts no money paid in or carried to the credit of the Borrower in any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Bank on any such closed account.

- 7.4 In addition and without prejudice to any general lien or similar right which the Bank as bankers may be entitled to at Law the Bank may at any time during the continuance of this security without notice to the Borrower combine or consolidate all or any of the Borrower's accounts (whether current or loan or discount or otherwise) with any liability to the Bank and set off or transfer any sum or sums standing to the credit of all or any of such accounts in or towards the satisfaction of all or any of the Borrower's liabilities to the Bank on any other account or in any respect whether such liabilities be actual or contingent primary or collateral or joint and/or several.
- 7.5 The Bank may place and keep to the credit of a suspense account for so long as the Bank may consider fit any monies received under or by virtue of this Legal Charge or any other security without any obligation in the meantime to apply the same or any part in or towards discharge of the Principal Sum any interest or any other sum or sums due under this Legal Charge.

#### GENERAL PROVISIONS

- 8.1 The restriction on the right of consolidating mortgage securities contained in Section 93 of the Law of Property Act 1925 shall not apply to this security.
- 8.2 All sums costs charges remuneration and expenses properly incurred under this Legal Charge by the Bank and/or the Receiver and any other monies properly paid by the Bank and/or the Receiver in relation to such costs charges remuneration expenses or otherwise shall be due and payable by the Borrower to the Bank on the date or dates of payment by the Bank and/or the Receiver together with interest thereon at such rate as may from time to time be payable by the Borrower from the date or dates of payment by the Bank and/or the Receiver until the date of payment by the Borrower and shall be charged on the Property and such charge shall be in addition and without prejudice to any and every other remedy lien or security which the Bank may as Bankers be entitled to at law.

- 8.3 All demands for payments or other demands and all notices served under this security may be made by any Manager or Officer of the Bank and shall be deemed to have been properly served if they comply with the provisions of Section 196 of the Law of Property Act 1925 (as amended).
- 8.4 A Certificate by an officer of the Bank as to the Principal Sum the interest thereon and all other monies for the time being due to the Bank under this Legal Charge shall be conclusive evidence against the Borrower in any legal proceedings.
- 8.5 Where the Borrower is a Company incorporated under the Companies Act the Borrower certifies or warrants firstly that this Legal Charge does not contravene any of the provisions of the Memorandum and Articles of Association of the Borrower secondly that the Borrower has or have been duly authorised by all necessary corporate acts to enter into this Legal Charge and thirdly that no consent Licence or approval of any local or government authority or any other person is required for the creation or continuation of this Legal Charge.
- 8.6 The Bank shall not be liable for any involuntary losses which may occur in the exercise of all or any of the Bank's powers under this Legal Charge.
- 8.7 By way of further and additional security the Borrower irrevocably appoints the Bank and the Receiver to be the lawful several Attorneys of the Borrower in the Borrower's name and on the Borrower's behalf to execute and do all such deeds documents acts and things either which the Borrower ought to execute and do in pursuance and performance of the Borrower's covenants and the conditions and stipulations contained in this Legal Charge or which the Bank and the Receiver are empowered to execute or do under the provisions of this Legal Charge.
- 8.8 This security shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the Principal Sum or other sum or sums due under this Legal Charge but shall continue and be a continuing security to the Bank notwithstanding any settlement or account or other matter or thing whatsoever and shall be in addition to and shall not operate so in any way as to prejudice or affect the security created by any deposit which may already have been made with the Bank of the title deeds relating to the Property or any other security which the Bank may now or at any time hereafter hold for or in respect of the Principal Sum and any other monies hereby secured or any part thereof.

8.9 The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

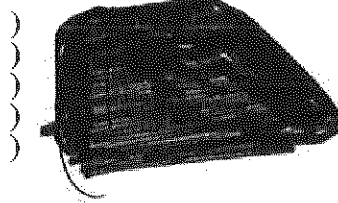
"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 21st May 2019 in favour of HBL Bank UK Limited referred to in the Charges Register."

8.10 The security hereby created shall not extend or apply to any obligations under a regulated agreement under the Consumer Credit Act 1974 ("the 1974 Act") except a regulated agreement to which the provisions of Part V of the 1974 Act do not apply at the date hereof including (but not by way of limitation) an agreement to overdraw on a current account within the meaning of the 1974 Act

8.11 The parties hereto agree that they have executed this Legal Charge on the condition that the charges hereby created shall not be created for the purpose of Section 414 nor shall this Deed be delivered for the purposes of Section 36A of the Companies Act until it has been formally dated by or on behalf of the parties

EXECUTED AS A DEED by the parties and delivered on the date above

EXECUTED as a Deed by HIGH SOL  
DEVELOPMENTS LIMITED acting by  
RAY KISHIN BHATIA  
a Director in the presence of:-



Signature of Witness:

Print Name MILTON ANDREON

Address: 15 SPRINGBRIDGE MEWS, EALING, LONDON W5 2AB

Occupation: SOLICITOR

SIGNED by SHARADS SOLICITORS LLP  
for and on behalf of the Bank }

RELEASE

DATE:

The within-named Bank acknowledges that it has received all moneys intended to be secured by the within-written charge payment having been made by

and releases the within-defined Property from all moneys secured by and from all claims and demands under the within-written Deed

SIGNED AS A DEED by )  
and )  
duly authorised Attorneys for and on behalf )  
of HBL BANK UK LIMITED in the )  
presence of:- )

Signature of Witness:

Address:

Occupation:

Ref: SJB/PY0141909