



Registration of a Charge

Company Name: **SRINDU SOFT LTD**

Company Number: **06031095**



Received for filing in Electronic Format on the: **28/04/2023**

XC2F4OG1

Details of Charge

Date of creation: **28/04/2023**

Charge code: **0603 1095 0005**

Persons entitled: **GOURI SHANKER GUPTA, MANJU GUPTA & FUTURE PROPERTIES
LONDON LIMITED**

Brief description: **1 ENTERPRISE WAY LONDON SW18 1FZ**

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: **GOURI GUPTA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6031095

Charge code: 0603 1095 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th April 2023 and created by SRINDU SOFT LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th April 2023 .

Given at Companies House, Cardiff on 2nd May 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**

THIS LEGAL CHARGE is made on 28.04.2023

PARTIES

1. Srindu Soft Limited (company registration number 06031) whose registered office is situated at 950 Great West Road, Brentford, TW8 9ES (**Borrower**) and
2. Gouri Shanker Gupta (1) Manju Gupta (2) Future Properties London Limited (04611775 (3)) all of 68 Wolsey Road, Moor Park, Northwood, Hertfordshire HA6 2EH (**Lender**)

THIS DEED provides

1 Definitions and interpretation

1.1 Definitions

In this Deed: **Interest Payment Days**

means 08.12.2024;

Interest Rate

means 2% per month and compounded monthly;

Planning Acts

means the Town and Country Planning Act 1990 and all other legislation (whether primary or delegated in nature) for the time being in force relating to the control, design, development, occupation or use of land and buildings;

Principal

means the sum of £252,006 (£250,000 as to loan; £1,500 plus VAT as to legal costs; £90 as to 2 HMLR fees; and £80 as to 2 @ CHAPS charges; and £36 as to 2 @ Companies House fees);

Property

means the property specified in Schedule 1 and all buildings, erections, structures, fixtures, fittings and appurtenances on the Property from time to time;

Redemption Date

means 08.12.2024

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 Borrower are exclusive of VAT.

1.2 Interpretation

1.2.1 Wherever the circumstances of its use mean it is suitable, the expressions 'the Borrower' and 'the Lender' include their respective successors and assigns (whether immediate or derivative) and where either party comprises two or more persons include any one or more of those persons.

1.2.2 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.

1.2.3 Words that indicate one gender include all other genders, words that indicate the singular include the plural and vice versa and words that indicate persons are to be interpreted as extending to a corporate

- body, limited liability partnership or partnership or vice versa.
- 1.2.4 References to any numbered clause without any further description are to be interpreted as a reference to the clause in this Deed so numbered.
- 1.2.5 The clause and schedule headings do not form part of this Deed and are to be ignored in its interpretation.
- 1.2.6 Any covenant by the Borrower not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person where the Borrower is aware that the thing is being done.
- 1.2.7 Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment, consolidation or re-enactment of that statute and any regulations or orders made under it and any general reference to a statute includes any regulations or orders made under that statute.

2 Background

- 2.1 The Borrower is or will be registered at the Land Registry as proprietor with title absolute of the property described in Schedule 1 subject and to the **mortgages** specified in Schedule 2 but otherwise free from incumbrances.
- 2.2 The principal sums secured by the **mortgages** specified in Schedule 2 are still owing with current interest.
- 2.3 The Lender has agreed to lend to the Borrower and Oakesfield Properties (Coventry) Limited the sum of £252,006 for the purpose of its investment Property on condition that its repayment together with interest is secured in the manner set out in this Deed.
- 2.3 The contractual completion date has expired and a notice to complete was served by the seller upon the Borrower.
- 2.4 The Loan will be repaid on the Redemption Date.
- 2.5 The Loan is for a period of 24 months and the Borrower shall not be entitled to earlier payment discount for earlier repayment of the Principal.
- 2.6 The parties wish to take advantage of one of the exceptions set out in the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 (SI 2001/544) (RAO).

3 Payment of Principal, interest and costs

- In consideration of the Principal now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges), the Borrower covenants with the Lender as set out in this clause 3.
- 3.1 The Borrower must pay the Principal to the Lender 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 or any prior security is not paid within 7 days of becoming due; or
- 3.1.2 the Borrower or any surety fails to comply with any term, condition, covenant or provision of or to perform any of their obligations or liabilities under this or any associated or collateral or prior security; or
- 3.1.3 any representation or warranty given by the Borrower or any surety to the Lender is or becomes incorrect; or
- 3.1.4 any judgment or order made against the Borrower or any surety by any court is not complied with within 7 days; or
- 3.1.5 the property of the Borrower 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 Borrower or of any surety; or
- 3.1.7 in the case of an individual:
- (a) the Borrower 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 their creditors whether in whole or in part; or
- (b) an application is made or a petition is presented for the bankruptcy of the Borrower or any surety; or
- (c) the Borrower or any surety dies or becomes mentally incapable; or
- 3.1.8 in the case of a company or limited liability partnership:
- (a) the Borrower 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 Borrower or any surety takes any steps with a view to obtaining a moratorium under the Insolvency Act 1986 Part A1; or
- (c) the Borrower 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
- (d) the Borrower 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 Borrower or any surety entering into administration; or
- (e) an administrative receiver is appointed in respect of the whole or any part of the undertaking of the Borrower or any surety; or
- (f) a petition is presented in any court or a meeting is convened or other decision-making procedure initiated for the purpose of considering a resolution for the winding up of the Borrower or any surety (except in the case of a reconstruction or amalgamation that has the previous approval in writing of the Lender); or
- (g) the Borrower or any surety applies or otherwise becomes liable to be or is struck off the register.
- 3.2 The Borrower must pay to the Lender interest on the Principal (or so much of it as may from time to time remain outstanding) at the Interest Rate, from the date of this Deed, on Redemption Date. This interest is to be payable as well after as before any demand or judgment or the administration or liquidation or striking from the register or (as appropriate) bankruptcy, death or mental incapacity of the Borrower. However if the Borrower has otherwise in all respects and at all times observed and performed their obligations under this Deed and if payment is made not later than 7 days after the due date for payment, the Lender must accept interest from the Borrower at the rate of 1.00% per month in satisfaction of payment at the Interest Rate.
- 3.3 If any interest payable under this security is not paid on the due date for payment it is to be capitalised and added to the Principal and be charged on the Property and bear interest from the due date for payment at the Interest Rate and on the Interest Payment Days provided that:
- 3.3.1 the capitalisation of arrears of interest is not to restrict the Lender's right at any time to enforce payment of the sums concerned as interest in arrear;
- 3.3.2 the Borrower may on any of the Interest Payment Days pay to the Lender (in addition to the interest then due) all or any part of the Principal representing capitalised arrears of interest. Otherwise all covenants and provisions contained in this Deed and all powers and remedies conferred by law or by this Deed and all rules of law or equity relating to the Principal and interest on it are to equally apply to capitalised arrears of interest and to interest on them.

- 3.4 The Borrower must pay to the Lender on demand (and on a full and unlimited indemnity basis) all costs, charges, expenses and liabilities paid and incurred by the Lender (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 Lender becomes liable for them until payment by the Borrower at the Interest Rate, this interest to be payable in the same manner as interest on the Principal.
- 3.5 Without restricting the generality of the provisions of that clause, the Borrower's liability under clause 3.4 includes 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 to the extent that they are not so allowable) those incurred in relation to or arising out of:
- 3.5.1 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;
 - 3.5.2 the contemplation and institution of all proceedings and other action (whether against the Borrower or otherwise) for the payment or discharge of the money and liabilities secured by or associated with this Deed;
 - 3.5.3 the exercise or contemplated exercise of any power, right or discretion conferred by this Deed or by law on the Lender;
 - 3.5.4 any default by the Borrower or any surety in compliance with the obligations imposed by the terms of this security or associated with it;
 - 3.5.5 any impeachment or attempted impeachment of the title of the Lender (whether by the Borrower or by a third party) or of the title of the Borrower; and
 - 3.5.6 the contemplation or doing of any other matter or thing which the Lender considers to be for the benefit or improvement of the security.

4 **Legal charge**

The Borrower, with full title guarantee, charges the Property to the Lender by way of second legal **mortgage** (subject to the **mortgages** specified in Schedule 2 and to the principal sums and interest and other money secured by those **mortgages**) with payment or discharge of all money and other obligations and liabilities in this Deed covenanted to be paid or discharged by the Borrower or otherwise secured by this Deed.

5 **Borrower's representations and warranties**

- 5.1 The Borrower represents and warrants to the Lender as set out in this clause 5.
- 5.1 The present use of the Property is a permitted use within the provisions of the Planning Acts.
- 5.2 The Borrower has not before the execution of this Deed carried out any operation upon the Property or put the Property to any use which is a development within the provisions of the Planning Acts and in respect of which any required permission has not been obtained or any valid enforcement order may be made.
- 5.3 The Borrower has complied with environmental law and, in particular (but without restricting the generality of that representation and warranty) that no hazardous or toxic materials, substances, pollutants, contaminants or wastes have at any time before the execution of this deed been released into the environment or deposited, discharged, displaced or disposed of at or near the Property.
- 5.4 There exists no charge, **mortgage**, encumbrance or other security interest over the Property except the **mortgages** specified in Schedule 2.
- 5.5 All terms, conditions, covenants and provisions of and obligations and liabilities under the **mortgages** specified in Schedule 2 and any associated or collateral security have been complied with.
- 5.6 The execution of and the observance and performance of the Borrower's obligations under this Deed do not and will not contravene any other charge, **mortgage** or loan facility or lease or other agreement.
- 5.7 At the time of entering into this deed, the Borrower is not insolvent and knows of

no circumstances (in the case of a company or limited liability partnership) that would entitle any creditor to appoint a receiver or administrator or to petition for winding up or (in the case of an individual) to petition for bankruptcy or (in either case) that would entitle a creditor to exercise any rights over or against the assets of the Borrower.

- 5.8 No litigation or administrative or arbitration proceeding before or of any court, governmental authority, other tribunal or arbitrator or other third party is presently taking place, pending or (to the best of the knowledge, information and belief of the Borrower) threatened against the Borrower or the Property that might adversely affect the Borrower's ability to perform the Borrower's obligations under this Deed.
- 5.9 The execution of and the observance of the Borrower's obligations under this Deed do not and will not contravene any of the provisions of its constitution.

6

Borrower's covenants as to the Property

The Borrower covenants with the Lender as set out in this clause 6.

- 6.1 The Borrower must keep all buildings, fixtures and fittings, services and service media in, on or associated with the Property in good and substantial repair and good working order and condition. Additionally:
- 6.1.1 the Borrower must permit the Lender and the Lender's representatives at all reasonable times and upon reasonable notice to enter upon the Property or any part of it to inspect the state and condition of the buildings, fixtures and fittings, services and service media in, on or associated with the Property without the Lender becoming liable as mortgagee in possession;
- 6.1.2 if the Borrower fails to maintain the buildings, fixtures and fittings, services and service media in, on or associated with the Property in the required state of repair and condition, the Lender and the Lender's representatives may (but without being bound to do so) at any time afterwards enter upon the Property or any part of it and carry out all remedial works that the Lender considers to be necessary and proper without the Lender becoming liable as mortgagee in possession as a consequence;
- 6.1.3 the Borrower must, on demand, repay to the Lender all expenses incurred by the Lender in carrying out inspections and works permitted by clause 6.1.1 and clause 6.1.2 together with interest from the date when the Lender becomes liable for those expenses until repayment by the Borrower at the Interest Rate (such interest to be payable in the same manner as interest on the Principal) all of which money and interest is to be charged on the Property.
- 6.2 The Borrower must not without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to the consent) make any structural or material alteration to, or pull down or remove any or any part of, any buildings, fixtures and fittings, services and service media in, on or associated with the Property.
- 6.3 The Borrower must:
- 6.3.1 make sure the Property is kept insured for such amount or amounts (including sums in respect of any loss of rent and any professional fees which may be incurred in or about repair, rebuilding or reinstatement), in such name or names and against loss or damage due to such risks and with such insurance office or underwriters as the Lender may in each case and from time to time approve in writing;
- 6.3.2 make all payments required for this purpose as and when they become due and, when required by the Lender, deliver to the Lender the policy of insurance and the receipt for each payment;
- 6.3.3 if the Borrower fails to perform any of these obligations and if the Lender takes out any insurance on the Property or any part of it, on demand repay to the Lender all payments made by the Lender for that purpose and pay interest at the Interest Rate from the date of payment until repayment on any money not repaid on demand (such

interest to be payable in the same manner as interest on the Principal) and all such money and interest is to be charged on the Property.

Subject only to the **mortgages** specified in Schedule 2, any money received under any policy of insurance taken out or maintained by the Borrower in respect of the Property (whether or not pursuant to the Borrower's obligations under this clause 6.3) must (at the option and absolute discretion of the Lender) be applied either in making good the loss or damage in respect of which it was received or in or towards discharge of the money due under this security and () if received by the Borrower, must be held on trust for the Lender for this purpose.

- 6.4 The Borrower must punctually pay and indemnify the Lender against all rents, rates, taxes, levies, assessments, impositions and outgoings of any kind (whether governmental, municipal, contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it.
- 6.5 The Borrower must make sure that any legislation, regulations or bye-laws for the time being in force applicable to the Property or to the employment of persons in the Property or the trade or business for the time being carried on there are complied with in all respects.
- 6.6 The Borrower must:
- 6.6.1 immediately produce to the Lender any order, direction, permission, notice, claim or other matter of any kind affecting or likely to affect the Property and served upon the Borrower by any third party and allow the Lender to make a copy of it;
- 6.6.2 comply with any order, direction, permission, notice, claim or other matter referred to in clause 6.6.1 without delay or, if the Lender so requires, make or join with the Lender in making such objections or representations against or in respect of the same as the Lender may request or approve in writing.
- 6.7 Specifically (and without restricting the extent of obligations of a more general nature contained in this Deed), the Borrower must:
- 6.7.1 not use the Property for any purpose other than the present permitted use within the provisions of the Planning Acts except with the previous written consent of the Lender and the relevant planning authority and then only to the extent permitted by and in accordance with any conditions attached to those consents—subject to the rights of any prior mortgagee, the Borrower must deliver any such consent of the relevant planning authority to the Lender but is to be entitled to a copy of it;
- 6.7.2 not without the previous written consent of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent), carry out any operation or use the Property for any use which is a development within the provisions of the Planning Acts;
- 6.7.3 if the Borrower at any time obtains permission for any development of the Property within the provisions of the Planning Acts, comply with all conditions subject to which the permission is granted.
- 6.7.4 observe and perform all environmental laws, regulations, directives and codes of practice affecting the Property.
- 6.8 Specifically (and without restricting the extent of obligations of a more general nature contained in this Deed), if any valid enforcement or other notice, claim, order or proposal is made or served by the relevant authority under or by virtue of the Planning Acts or the Environmental Protection Act 1990 in relation to the Property:
- 6.8.1 the Borrower must immediately produce any such notice, claim, order or proposal to the Lender and allow the Lender to take a copy of it;
- 6.8.2 the Borrower must, at the Borrower's own expense in all respects, comply with the requirements of any such notice, claim, order or

- proposal without delay and, in any event, within any time which may be specified for compliance;
- 6.8.3 alternatively (if the Lender so requires), the Borrower must make or join with the Lender in making such objections or representations as the Lender may request or approve against or in respect of any such notice, claim, order or proposal;
- 6.8.4 if the Borrower fails to take immediate steps to commence compliance or fails within the relevant time limit to conclude compliance with the requirements of such notice, claim, order or proposal, the Lender may (but is not to be obliged to) at any time after that enter on the Property and carry out any works and do anything on the Property necessary to ensure compliance without the Lender becoming liable as mortgagee in possession as a consequence;
- 6.8.5 all costs and expenses incurred by the Lender under clause 6.8.4 must be repaid by the Borrower to the Lender on demand together with interest from the date when the Lender becomes liable for them until repayment by the Borrower at the Interest Rate (such interest to be payable in the same manner as interest on the Principal) all of which money and interest is to be charged on the Property;
- 6.8.6 the Borrower irrevocably appoints the Lender (and the Lender's substitutes for the time being) to be the Borrower's attorney to apply for and procure on the Borrower's behalf any licences, permissions or other things from any competent authority necessary for the carrying out of the works authorised by clause 6.8.4;
- 6.8.7 all expenses incurred by the Lender in securing the licences, permissions and other things referred to in clause 6.8.6 are to be treated as part of the cost of the works and such expenses and interest on them are to be repaid by the Borrower and charged upon the Property as provided by clause 6.8.5.
- 6.9 The Borrower must:
- 6.9.1 not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent) enter into any negotiations with any local or other authority for or consent to the compulsory acquisition of the Property either in whole or in part;
- 6.9.2 if the Lender so requires (and subject to the rights of any prior mortgagee), permit the Lender on the Borrower's behalf to conduct any negotiations for and grant consent to any compulsory acquisition of the Property either in whole or in part by any local or other authority.
- Any compensation payable or received in respect of the compulsory acquisition of the Property or any part of it must, if so and to the extent required by the Lender and subject to the rights of any prior mortgagee, be applied in or towards the discharge of the money due under this security.
- 6.10 The Borrower must not without the previous consent in writing of the Lender (and then only to the extent permitted by and in accordance with any conditions attached to that consent):
- 6.10.1 exercise or agree to exercise any power of leasing or of accepting surrenders of leases (whether conferred by statute or otherwise) or vary or agree to vary any lease or tenancy agreement or the amounts payable under any lease or tenancy agreement; or
- 6.10.2 otherwise part with or share possession or occupation of or dispose of or deal with the Property or any part of it or any interest in it.
- 6.11 The Borrower must:
- 6.11.1 observe and perform the terms of all conveyances, grants, assignments, transfers, contracts and other deeds and documents from time to time affecting the Property and binding on the Borrower;
- 6.11.2 keep the Lender indemnified against all proceedings and claims on account of any breach of the terms of the documents referred to in

- clause 6.11.1;
- 6.11.3 repay on demand to the Lender all expenses, damages and costs incurred by the Lender in relation to any breach referred to in clause 6.11.2 together with interest from the date when the Lender becomes liable for them until repayment by the Borrower at the Interest Rate (such interest to be payable in the same manner as interest on the Principal) all of which money and interest is to be charged on the Property.
- 6.12 The Borrower must not (without the previous consent in writing of the Lender) cause or allow any person to be registered under the Land Registration Act 2002 as proprietor of the Property or any part of it.
- 7 **Borrower's further covenants**
- 7.1 The Borrower covenants with the Lender as set out in this clause 7.
- 7.1 Upon becoming aware of the occurrence of any of the matters referred to in clauses 3.1.1–3.1.8, the Borrower must immediately give the Lender notice in writing of that occurrence.
- 7.2 The Borrower must promptly provide the Lender with such financial information relating to the Borrower as the Lender may from time to time reasonably require and, in any event within 7 days after the end of each financial year, provide the Lender with a copy of its annual audited profit and loss account and balance sheet and annual report prepared on a basis consistent with prior years.
- 7.3 The Borrower must, from time to time and as often as the Lender reasonably requests, promptly provide the Lender with details of the amount of the principal sums and interest and other money outstanding under the **mortgages** specified in Schedule 2.
- 8 **Exercise and extension of Lender's statutory powers**
- 8.1 The Law of Property Act 1925 Section 103 is not to apply to this security. At any time after the money secured by this Deed has become due and payable, the security is to be immediately enforceable and the Lender's power of sale as amended or varied by this Deed is to be immediately exercisable in respect of the whole or any part of the Property.
- 8.2 The power of sale conferred upon mortgagees by the Law of Property Act 1925 Section 101 is extended so as to authorise any person exercising it to do so by selling the Property or any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit.
- 8.3 By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100, the Lender is, at any time or times after the date of this Deed (and whether or not the Lender has entered into or is in possession of the Property or has appointed a receiver who is still acting), entitled to grant or vary or reduce any sum payable under (or accept surrenders of) leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as the Lender thinks fit. For the purposes of the exercise of these powers, the provisions of the Law of Property Act 1925 Section 99 are deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99(18).
- 8.4 At any time after this security has become enforceable and despite the appointment of any receiver, the Lender may, at the Lender's absolute discretion, exercise any power which a receiver appointed by the Lender could exercise and for these purposes the Borrower authorises the Lender to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 Paragraph 2(1) on behalf of the Borrower in respect of the Property.
- 8.5 The powers referred to in or granted or varied or extended by this clause 8 are to be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person, whether in contract, tort or otherwise.
- 9 **Lender's powers in respect of furniture and other items**
- 9.1 At any time after this security has become enforceable, the Lender may, as

agent for and on behalf of the Borrower and at the expense of the Borrower, remove, store, preserve, sell or otherwise dispose of any livestock or any furniture, effects, belongings or other items situate at or in the Property which are not charged under the security created by this Deed.

9.2 The Lender is to have no liability to the Borrower for any loss incurred in connection with any removal, storage, preservation, sale or disposal referred to in clause 9.1.

9.3 To the extent the Borrower does not comprise an individual or individuals, the Lender has the right to set off any proceeds of sale against the sums due under this security. To the extent the Borrower comprises an individual or individuals, the Lender must pay any net proceeds of any sale (after payment of removal, storage and preservation costs and the costs of the sale) to the Borrower on demand.

9.4 To the extent the Borrower comprises an individual or individuals, the provisions of this clause 9 are not intended to grant to the Lender any rights in, or any charge or security over, any livestock, furniture, effects, belongings or other items or the proceeds of any sale of them so as to constitute this security a bill of sale.

10

Lender's express power to appoint a receiver

10.1 At any time after this security becomes enforceable, or at the request of the Borrower, the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property.

10.2 The Lender may, at any time and from time to time, by writing under hand remove any receiver so appointed and appoint another in that receiver's place or appoint an additional person as receiver.

10.3 The Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed.

10.4 None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise are to apply.

10.5 Where more than one receiver is appointed, they are to have the power to act severally.

10.6 Any receiver appointed under this clause 10 is to be the agent of the Borrower for all purposes and the Borrower is to be solely responsible for that receiver's acts or defaults and remuneration.

10.7 Any receiver appointed under this clause 10 is to have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in the Law of Property Act 1925 Section 103) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this Deed. In the event of ambiguity or conflict the terms of this Deed are to prevail.

10.8 In addition to the powers referred to in clause 10.7, any receiver appointed under this clause 10 is to have power at that receiver's discretion, to such extent and upon such terms as the receiver may in their absolute discretion think fit and (despite the administration, liquidation, striking off from the register or, as appropriate, bankruptcy, death or mental incapacity of the Borrower) to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver is to have the power:

10.8.1 to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise;

10.8.2 to manage or carry on or concur in carrying on any business of the Borrower;

10.8.3 to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;

10.8.4 to sell (whether by public auction or private contract or otherwise),

- lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 Sections 99 and 100) of, or otherwise dispose of or deal with, all or any part of the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise;
- 10.8.5 to seize and sever all or any fixtures at or in the Property other than (to the extent the Borrower comprises an individual or individuals) trade machinery as defined by the Bills of Sale Act 1878 and sell them separately from the Property or its site;
- 10.8.6 to settle, arrange, compromise or submit to arbitration any sums due under any prior security and any accounts, claims, questions or disputes of whatever kind which may arise in connection with any business of the Borrower or the Property or in any way relating to this or any prior security;
- 10.8.7 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings of whatever kind (whether civil or criminal) which may arise in connection with any business of the Borrower or the Property or in any way relating to this or any prior security;
- 10.8.8 to disclaim, abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security;
- 10.8.9 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions, approvals, consents or licences;
- 10.8.10 to acquire by purchase, lease or otherwise any further property, assets or rights;
- 10.8.11 to appoint, employ and dismiss managers, officers, contractors and agents; and
- 10.8.12 to do (whether in the name of the Borrower or otherwise) all such other acts and things as the receiver may consider necessary or desirable for the preservation, management, improvement or realisation of the Property or as the receiver may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers and for these purposes the Borrower authorises the receiver to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 Paragraph 2(1) on behalf of the Borrower in respect of the Property.
- 10.9 All money received by any receiver is to be applied by that receiver in the following order:
- 10.9.1 in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of the receiver's powers and of all outgoings paid by the receiver (including preferential debts and sums due under any prior security);
- 10.9.2 in payment to the receiver of such remuneration as may be agreed between the receiver and the Lender at, or at any time and from time to time after, the receiver's appointment;
- 10.9.3 in or towards satisfaction of the amount owing on this security, with the surplus (if any) being paid to the Borrower or other persons entitled to it.

11 General

- 11.1 The Law of Property Act 1925 Section 93 (restricting the Lender's right of consolidation) is not to apply to this security.
- 11.2 If any proceedings or steps are threatened to be taken (or are taken) to exercise or enforce any powers or remedies conferred by any security having priority over this security against the Property, the Lender or any receiver appointed by the Lender may redeem that prior security or procure the transfer of it to themselves

- and may settle and pass the accounts of any incumbrancer entitled to that prior security.
- 11.3 All the principal money, interest, costs, charges and expenses of and incident to any redemption or transfer under clause 11.2 are to be repaid by the Borrower to the Lender on demand with interest at the Interest Rate payable from the date of payment by the Lender until repayment by the Borrower (such interest to be payable in the same manner as interest on the Principal) and until repayment all those sums and interest are to be charged on the Property.
- 11.4 Any accounts settled or passed in connection with any redemption or transfer under clause 11.2 are to be conclusive and binding as well between the Lender and any receiver appointed by the Lender on the one hand and the Borrower on the other hand as between the prior incumbrancer and the Borrower.
- 11.5 No person dealing with the Lender or any receiver appointed by the Lender is to be concerned, bound or entitled to inquire or be affected by notice as to any of the following matters:
- 11.5.1 whether the security created by this Deed has become enforceable;
 - 11.5.2 whether any power exercised or purported to be exercised under the security created by this Deed has arisen or become exercisable;
 - 11.5.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;
 - 11.5.4 whether any money remains due under the security created by this Deed; or
 - 11.5.5 the necessity or expediency of the stipulations and conditions subject to which any disposition is made, and the receipt of the Lender or any receiver for any money is to effectually discharge the person paying from those matters and from being concerned to see to the application or being answerable for the loss or misapplication of that money.
- 11.6 The Lender may at any time or times without discharging or diminishing or in any way affecting the security created by this Deed or any right or remedy of the Lender under the security created by this Deed grant to the Borrower (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 the Lender may now or subsequently have from or against the Borrower or any other person.
- 11.7 A demand or notice by the Lender under the security created by this Deed must be in writing and is to be deemed to be properly served on the Borrower if served personally on:
- 11.7.1 the Borrower if an individual; or
 - 11.7.2 any one of the directors or the secretary of the Borrower if a company; or
 - 11.7.3 any member of the Borrower if a limited liability partnership or limited partnership, or by first class letter post addressed to the Borrower at or by delivery to the Borrower's usual or last known place of abode or business or (as appropriate) its registered office or at any of its principal places of business. If the expression 'the Borrower' includes more than one person or body, service on any one person or body is to be deemed to constitute service upon all those comprising the Borrower.
- 11.8 For the purposes of clause 11.7 service is to be deemed to take place (despite the death or dissolution of the Borrower or any of those comprising the Borrower):
- 11.8.1 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;
 - 11.8.2 when left at the property concerned, if delivered.
- 11.9 The methods of service described in clause 11.7 are in addition to (and do not

- restrict the availability or validity of) any other method of service prescribed or permitted by law and in particular (but without limitation to) the provisions of the Law of Property Act 1925 Section 196.
- 11.10 If any term of this Deed is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part is to that extent to be deemed not to form part of this Deed and the enforceability of the remainder of this Deed is not to be affected.
- 11.11 If this Deed is executed by or on behalf of more than one person or body and any one or more of those concerned is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties are to continue to be so bound as if those who are not bound had not been parties to the security.
- 11.12 This Deed is not to operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of the deed by virtue of the Contracts (Rights of Third Parties) Act 1999.
- 11.12 This Deed is intended to secure the repayment of all money for the time being owing by Chetankumar to Mr. Roome and Mr. Nelson and is to have effect accordingly.
- 11.14 This Deed and the security created by it are to be governed by and interpreted in accordance with English law.
- 11.15 It is agreed by the parties for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed or the security created by it but this does not restrict the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor is the taking of proceedings in one or more jurisdictions to preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1
The Property

1 Enterprise Way, London, SW18 1FZ (TGL427265)


Schedule 2
The Prior Mortgages

... Legal charge dated 23.03.2017 and made between Barclays Security Trustees Limited and the Borrower

Executed as a deed by Srindu Soft
Limited acting by its director, Bindu
Madhavi Chittoor Prathap in the
presence of

Bindu


[Signature]
Signature
Name
Address
Occupation
(of advising attesting and witnessing
solicitor)

Muhammad Asim Suleman
Solicitor and Commissioner of Oaths
 **Lawfare Solicitors**
77 Hanworth Road, Hounslow
TW3 1TT, Ph: 02033931717

Solicitor's confirmation

I hereby confirm that I have provided the Borrower with independent advice as to the meaning and effect of this legal charge and I am of the opinion that he/she understood the terms of this document and entered into it voluntarily knowing that the Lender may enforce this legal charge.

[Signature]
Signature
Name
Address
Occupation
Date of advice given
(of advising attesting and witnessing solicitor)

Muhammad Asim Suleman
Solicitor and Commissioner of Oaths
 **Lawfare Solicitors**
77 Hanworth Road, Hounslow
TW3 1TT, Ph: 02033931717