



Registration of a Charge

Company Name: **TAMESIS DOCK LIMITED**

Company Number: **06555743**



XCFHAZKI

Received for filing in Electronic Format on the: **02/11/2023**

Details of Charge

Date of creation: **26/10/2023**

Charge code: **0655 5743 0003**

Persons entitled: **BROWN SHIPLEY & CO. LIMITED**

Brief description: **THE LEASEHOLD PROPERTY KNOWN AS C135 PARLIAMENT VIEW
APARTMENTS, 1 ALBERT EMBANKMENT, SE1 7XN AND REGISTERED
UNDER TITLE NUMBER TGL197726**

Contains fixed 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 THE ELECTRONIC COPY INSTRUMENT DELIVERED
AS PART OF THIS APPLICATION FOR REGISTRATION IS A
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **SCW**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6555743

Charge code: 0655 5743 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th October 2023 and created by TAMESIS DOCK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd November 2023 .

Given at Companies House, Cardiff on 3rd November 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

THIRD PARTY LEGAL CHARGE OVER REAL PROPERTY

THIS DEED is dated 26 day of October 202 3

and is entered into between the parties hereafter named:

"the Bank":	Brown Shipley & Co. Limited, registered in England and Wales No. 00398426 and whose registered office is at 2 Moorgate, London, EC2R 6AG;
"Borrower"	Tamesis Dock Limited a company duly incorporated and validly existing in England & Wales with the registration number 06555743 and whose registered office is at Tamesis Dock, Albert, Embankment, London, SE1 7TY
"the Mortgagor":	Tamesis Dock Limited a company duly incorporated and validly existing in England & Wales with the registration number 06555743 and whose registered office is at Tamesis Dock, Albert, Embankment, London, SE1 7TY and Nithin Sudaram Rai of Tamesis Dock, Albert, Embankment, London, SE1 7TY and Neema Rai of Apartment 194, 1 Blackfriars Road, London SE1 9GQ

NOW THIS DEED WITNESSES and it is agreed and declared as follows:

1 DEFINITIONS AND INTERPRETATION

1.1 DEFINITIONS

In this Deed:

"Act"	means the Law of Property Act 1925;
"Business Day"	means each day, other than Saturdays, Sundays and public holidays, on which the Bank is open for business;
"Charged Assets"	means all assets of the Mortgagor which are, or are intended to be, the subject of any Security Interest by virtue of this Deed;
"Charged Property"	means the leasehold property known as C135 Parliament View Apartments, 1 Albert Embankment, SE1 7XN. and registered at the Land Registry with title number TGL197726
"Enforcement Event"	means and shall occur if: (a) a demand is made for payment of any indebtedness; (b) an event of default (howsoever called or styled) occurs with respect to any of the indebtedness; or (c) any security relating thereto (including, without limitation, this Deed) shall become enforceable;
"Environmental Law"	means the common law and all applicable local governmental or quasi-governmental laws, rules, regulations, licences, orders, permits, decisions or requirements concerning discharges of contaminants, occupational or public health and safety of the environment and any order, injunction, judgment, declaration, notice or demand issued pursuant to any of them;
"Facilities"	means any banking and/or other facilities, whether agreed or incurred before or after the date of this Deed and/or which continue to be made available to the Borrower by the Bank;
"Finance Document"	means each agreement or instrument setting out or governing the terms on which any Facility is owed;
"Indebtedness"	means all monies, obligations and liabilities in any currency which may, now or after the date of this Deed, be owing or incurred by the Borrower and/or

	the Mortgagor to the Bank on any account in any manner or in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with another or others, as principal or as surety howsoever created, arising or evidenced, including (as well after as before any demand made or judgment obtained) interest, commission and other lawful charges and expenses (on a full indemnity basis) including those arising from the Bank perfecting, protecting, enforcing or attempting to enforce this or any other security (and its rights thereunder) held by the Bank from time to time;
"Insurance Policy"	means any contract or policy of insurance taken out by the Mortgagor or on its behalf or in which it has an interest;
"Receiver"	means an administrative receiver, receiver and/or manager (and, if permitted by law, an administrative receiver) and any substitute for any such person and whether appointed under this Deed or pursuant to any statute or otherwise;
"Report on Title"	means any report on title on the Charged Property addressed and provided at the request of the Bank before the date of this Deed; and
"Security Interest"	means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment or entered into to create or confer security over any asset.

1.2 INTERPRETATION

In this Deed:

- 1.2.1 where more than one person or party is listed as the Mortgagor, such term shall be construed and interpreted throughout this document as applying to each of them whether acting individually, jointly and severally with each other or jointly and severally with other persons or parties and every obligation on the Mortgagor under this Deed shall be owed by each such person jointly as well as severally;
- 1.2.2 where more than one person or party is listed as the Borrower, such term shall be construed and interpreted throughout this document as applying to each of them whether borrowing individually, jointly and severally with each other or jointly and severally with other persons or parties;
- 1.2.3 the expressions "Bank", "Borrower" and "Mortgagor" shall, where the context admits, include their respective successors in title, transferees and assigns (in the case of the Borrower and Mortgagor so far as any are permitted);
- 1.2.4 words importing the singular are to include the plural and vice versa;
- 1.2.5 unless the context otherwise requires, reference to one gender shall include the other genders;
- 1.2.6 a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency or department or of any regulatory, self-regulatory or other authority or organisation;
- 1.2.7 any reference to a person shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of any person;
- 1.2.8 any reference in this Deed to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force;
- 1.2.9 any reference to any agreement or instrument is a reference to that agreement or instrument as amended, novated, supplemented, extended, restated, or replaced from time to time; and
- 1.2.10 clause headings are for ease of reference only and are not to affect the interpretation of this Deed.

2 COVENANT TO PAY

- 2.1 The Mortgagor will pay to the Bank and discharge all indebtedness from time to time on demand when it falls due for payment and discharge.
- 2.2 Notwithstanding any other provision of this Deed, it is expressly agreed and understood that:
 - 2.2.1 the sole recourse of the Bank to the Mortgagor under this Deed (but not otherwise) is to the Mortgagor's interest in the Charged Assets; and
 - 2.2.2 the Mortgagor's liability to the Bank pursuant to or otherwise in connection with this Deed (but not otherwise) shall be:
 - 2.2.2.1 limited in aggregate to an amount equal to that recovered as a result of enforcement of this Deed with respect to the Charged Assets; and
 - 2.2.2.2 satisfied only from the proceeds of sale or other disposal or realisation of the Charged Assets pursuant to this Deed.

3 SECURITY

- 3.1 All security created under this Deed:
 - 3.1.1 is created in favour of the Bank;
 - 3.1.2 is created over present and future assets of the Mortgagor of the type referred to in clause 3.2;
 - 3.1.3 is security for the payment and discharge of the indebtedness; and
 - 3.1.4 is made with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, encumbrances and rights, even if the Mortgagor does not know and could not reasonably be expected to know about them).
- 3.2 The Mortgagor charges:
 - 3.2.1 by way of legal mortgage the Charged Property;
 - 3.2.2 to the extent that they are not the subject of a mortgage under clause 3.2.1 by way of fixed charge all estates or interests in the Charged Property including all rents whether present or future arising out of any leases of tenancies of all or any part of the Charged Property and all the income arising from the Charged Property;
 - 3.2.3 by way of fixed charge all plant, machinery, implements, utensils, furniture and equipment now or from time to time at the Charged Property; and
 - 3.2.4 by way of fixed charge the goodwill of any business carried on by the Mortgagor at the Charged Property.
- 3.3 The Mortgagor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any Insurance Policy relating to the Charged Property taken out by it or on its behalf in which it has an interest.
- 3.4 A reference in this clause 3 to a mortgage or charge of any freehold or leasehold Charged Property includes:
 - 3.4.1 all buildings, fixtures, fittings and fixed plant and machinery on that Charged Property;
 - 3.4.2 the benefit of any covenants in title given or entered into by any predecessor in title of the Mortgagor in respect of that Charged Property or any monies paid or payable in respect of those covenants; and
 - 3.4.3 the proceeds of sale of any part of that Charged Property.
- 3.5 Subject to clause 3.6 if or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the Mortgagor shall hold it on trust for the Bank.
- 3.6 If the reason referred to in Clause 3.5 is that:
 - 3.6.1 a consent or waiver must be obtained; or
 - 3.6.2 a condition must be satisfied,then:
 - 3.6.3 subject to clause 3.7, the Mortgagor shall apply for the consent or waiver; and
 - 3.6.4 the Mortgagor shall use all reasonable endeavours to satisfy the condition,in each case within 14 days of the date of this Deed.
- 3.7 Where the consent or waiver is not to be unreasonably withheld, the Mortgagor shall:
 - 3.7.1 use all reasonable endeavours to obtain it as soon as possible; and
 - 3.7.2 keep the Bank informed of the progress of the negotiations to obtain it.

- 3.8 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this clause 3 and, in relation to such Security Asset, the trust referred to in clause 3.5 shall terminate.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 The Mortgagor represents to and undertakes with the Bank as follows:
- 4.1.1 where the Mortgagor is an individual, he/she is a natural person aged 18 years and upwards, is of sound mind, has not been adjudged bankrupt or made a ward of the court, and has not had an enduring power of attorney registered in respect of him/her;
 - 4.1.2 It has and will have the necessary power to enable it to enter into and perform its obligations under this Deed;
 - 4.1.3 all necessary authorisations to enable it to enter this Deed have been obtained and are, and will remain, in full force and effect;
 - 4.1.4 Its obligations under this Deed are its legal, valid and binding obligations enforceable against it in accordance with their terms;
 - 4.1.5 the entry into and performance by the Mortgagor of, and the transactions contemplated by, this Deed do not conflict with:
 - 4.1.5.1 any law or regulatory requirement applicable to it;
 - 4.1.5.2 any document that is binding upon it or any of its assets; or
 - 4.1.5.3 if the Mortgagor is a corporate body, any of its constitutional documents;
 - 4.1.6 It has made the decision to charge the Charged Assets:
 - 4.1.6.1 with a full understanding of the risks involved;
 - 4.1.6.2 following receipt of all necessary information; and
 - 4.1.6.3 It has had the opportunity to consult independent legal advisers as necessary;
 - 4.1.7 where the Mortgagor is a corporate body, in any proceedings taken in its jurisdiction of incorporation in relation to this Deed, it will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process;
 - 4.1.8 where the Mortgagor is an individual, in any proceedings taken in his/her jurisdiction of residence in relation to this Deed, he/she will not be entitled to claim for himself/herself or any of his/her assets immunity from suit, execution, attachment or other legal process;
 - 4.1.9 the Charged Assets are within the Mortgagor's disposition and control and are free from any prior Security Interest or any tenancies or licences except for those created pursuant to clause 5.1 below;
 - 4.1.10 the Mortgagor has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets or any interest in them; and
 - 4.1.11 no Security Interest expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the insolvency or bankruptcy of the Mortgagor or otherwise.
- 4.2 The Mortgagor represents to the Lender that the information provided to the solicitors who prepared any Report on Title relating to any of the Mortgaged Property for the purpose of that Report on Title was true in all material respects at the date it was expressed to be given:
- 4.2.1 the information referred to above was at the date it was expressed to be given complete and did not omit any information which, if disclosed would make that information untrue or misleading in any material respect; and
 - 4.2.2 as at the date of this Deed, nothing has occurred since the date of any information referred to above which renders that information untrue or misleading in any respect and which, if disclosed, would make that information untrue or misleading in any material respect.
- 4.3 Except as disclosed in any Report on Title relating to the Charged Property, the Mortgagor represents to the Bank that:
- 4.3.1 the Mortgagor is the legal and beneficial owner of the Charged Property;
 - 4.3.2 no breach of any law or regulation is outstanding which affects or might affect materially the value of the Charged Property;
 - 4.3.3 there are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever affecting the Charged Property;

- 4.3.4 nothing has arisen or has been created or is subsisting which would be an overriding interest, or an unregistered interest which overrides registration or registered dispositions, over the Charged Property;
 - 4.3.5 no facilities necessary for the enjoyment and use of the Charged Property are enjoyed by that Charged Property on terms entitling any person to terminate or curtail its use;
 - 4.3.6 the Mortgagor has, at all times, complied with all applicable Environmental Law, statutes, regulation and any other measures or licences; and
 - 4.3.7 the Mortgagor has not received any notice of any adverse claims by any person in respect of the ownership of the Charged Property or any interest in it, nor has any acknowledgement been given to any person in respect of the Charged Property.
- 4.4 The representations and warranties set out in this clause 4 (*Representations and Warranties*) are made on the date of this Deed and deemed to be repeated by the Mortgagor on each date while this security continues with reference to the facts and circumstances then existing.

5 RESTRICTIONS

The Mortgagor shall not without the prior written consent of the Bank (which may in the absolute discretion of the Bank be given or withheld subject to such conditions as the Bank shall then determine):

- 5.1 create or extend or permit to subsist any Security Interest over any Charged Asset except for;
 - 5.1.1 any Security Interest created under any Finance Document; or
 - 5.1.2 any existing Security Interest of which the Bank had knowledge prior to the granting of any Facilities; or
 - 5.1.3 any Security Interest to which the Bank has given its prior written consent;
- 5.2 sell, transfer or otherwise dispose of all or any part of any Charged Asset (whether by one or a series of transactions related or not) or any interest therein, or otherwise dispose of any monies payable to the Mortgagor in relation thereto or agree to do any of the foregoing;
- 5.3 enter into any agreement for lease or grant any lease or tenancy in respect of a Charged Property, or agree to any amendment, supplement, extension, waiver, surrender or release, nor commence any forfeiture or irritancy proceedings in relation to any such lease or tenancy existing as at the date of this Deed, nor let any person into occupation of or share occupation of the whole or any part of the Charged Property. If the Charged Property is subject to any tenancies, occupational leases or licences, the Mortgagor shall not agree to any change in rent to less than the open market rental value of the relevant part of the Charged Property; or
- 5.4 allow any other person to become entitled to the Charged Assets or any rights associated therewith.

6 COVENANTS BY THE MORTGAGOR

- 6.1 The Mortgagor covenants with the Bank at all times during the continuance of this security that it will comply with the undertakings in this clause 6:
 - 6.1.1 the Mortgagor must maintain each Charged Property, including but not limited to the buildings and all plant machinery, fixtures and fittings upon the Charged Property, in good and substantial repair and condition;
 - 6.1.2 the Mortgagor must comply with any existing or proposed applicable planning laws and regulations in relation to such Charged Property. The Mortgagor will not make or allow to be made any application for planning consent in respect of each Charged Property and will not carry out or allow to be carried out any demolition, construction, structural alterations or additions, development or similar operations save as permitted by any Finance Documents or as may be permitted by the Bank in writing;
 - 6.1.3 the Mortgagor must comply with all restrictive and other covenants, stipulations or obligations affecting the Charged Property and not to waive, release or vary the obligations of any other party to such and it shall not do in or on any Charged Property any waste, spoil or destruction or make any alteration or addition to any Charged Property or change or permit or suffer to be changed the use of the Charged Property;
 - 6.1.4 the Mortgagor must take all steps necessary or desirable to enable any Security Interest in favour of the Bank over a Charged Property to be registered;
 - 6.1.5 the Mortgagor shall permit representatives of the Bank or anyone appointed by the Bank free access at all reasonable times following service of reasonable written notice to view the state and condition of the Charged Property and keep the Bank promptly informed as to all events affecting the Charged Property;

- 6.1.6 the Mortgagor shall comply at all times with all applicable Environmental Law and with any permits or consents applicable to it or any Charged Property and will promptly notify the Bank of any environmental claim made or threatened against it. The Mortgagor shall indemnify the Bank against any loss or liability which the Bank incurs as a result of any actual or alleged breach of any Environmental Law by any person, and which would not have arisen if a Finance Document had not been entered into, unless it is caused by the Bank's gross negligence or wilful misconduct;
- 6.1.7 the Mortgagor will, within 14 days of receipt of any notice, application, requirement or order in relation to a Charged Property forward a copy to the Bank and confirm what steps it is taking to comply with it;
- 6.1.8 other than in the case of any leasehold Charged Property where such Insurance is effected by the landlord pursuant to the terms of the relevant lease, the Mortgagor shall insure each Charged Property with such insurer and against such risks as the Bank may require and to the Bank's satisfaction for their full replacement value and the Mortgagor shall pay all premiums necessary for effecting and maintaining such insurances when due. Where required by the Bank, the Bank should be named as co-insured and/or first loss payee under the relevant insurance policy. Where the Bank does not require it to be named as co-insured and/or first loss payee, the Bank's interest as mortgagee must be noted on the policy);
- 6.1.9 the Mortgagor shall produce to the Bank upon request the policy certificate or cover note relating to any such insurance (or where, in the case of any leasehold Charged Property, such insurance is effected by the landlord, such evidence of insurance as the Mortgagor is entitled to obtain from the landlord under the terms of the relevant lease). If the Mortgagor does not provide the Bank with a copy of the certificate of insurance within 28 days of the Bank asking for it, the Bank may take out insurance for the Borrower. The insurance premium (plus any fees or charges incurred by the Bank in arranging such insurance) will be payable by the Borrower in accordance with the terms of the Facilities
- 6.1.10 the Mortgagor shall apply any insurance proceeds in making good the loss or damage to any Charged Property or at the Bank's option in or towards the discharge of the Indebtedness and pending such application the Mortgagor will hold such proceeds in trust for the Bank; and
- 6.1.11 the Mortgagor shall pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed upon the Charged Property or on its occupier and where the Charged Property or part of it is held under a lease, duly and punctually pay all rents and service and other maintenance, repair and insurance charges due from time to time.
- 6.2 The Mortgagor consents to a restriction in the following terms being entered on the Register of Title relating to any Charged Property registered at the Land Registry:
 "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 [] in favour of Brown Shipley & Co. Limited of 2 Moorgate, London, EC2R 6AG referred to in the charges register (or its conveyancer)".
- 6.3 If the Mortgagor fails to comply with any of the obligations under clause 6.1 then the Bank (acting reasonably) may enter upon the Charged Property and repair or insure the Charged Property or take such other steps as it considers appropriate to procure the performance of such obligation or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession and the monies expended by the Bank shall be reimbursed by the Mortgagor on demand.

7 ENFORCEMENT

- 7.1 This Deed will become immediately enforceable on the occurrence of an Enforcement Event.
- 7.2 After this Deed has become enforceable, the Bank may, in addition to any rights of set-off and any similar express or implied rights, at any time, as a continuous right, without notice or demand enforce all or any part of this Deed in any manner it sees fit, including (without limitation):
 - 7.2.1 to sell or dispose of the Charged Assets at any time and in any way which the Bank may deem expedient and repay to themselves the amount due; and
 - 7.2.2 to the extent permitted by applicable law, to appoint a Receiver of the whole or any part of the Charged Assets and (so far as the law allows) to remove and/or substitute any such appointee.

- 7.3 Any power of sale or other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this security has become enforceable.
- 7.4 Sections 103 and 109 of the Act shall not apply to the security created by this Deed.
- 7.5 In addition to all other protection afforded by statute, every purchaser (as defined by section 205 of the Act) or other party dealing with the Bank or any Receiver shall be entitled to assume without enquiry that an Enforcement Event has occurred and that the Indebtedness is outstanding and has become due.
- 7.6 The Bank (without becoming a mortgagee in possession) and/or any Receiver (without personal liability) shall have the power to exercise all statutory and other powers and rights (including the powers conferred upon an administrative receiver by schedule 1 to the Insolvency Act 1986 whether or not the Bank and/or any Receiver is an administrative receiver) and may exercise them in the name of the Mortgagor and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate, together with the additional powers set out below:
- 7.6.1 to take immediate possession of, get in and collect any Charged Asset;
 - 7.6.2 to carry on any business of the Mortgagor in any manner it thinks fit;
 - 7.6.3 to manage the Charged Assets;
 - 7.6.4 to give a valid receipt for any monies and execute any assurance or thing which may be proper or desirable for realising any Charged Asset;
 - 7.6.5 to delegate its powers in accordance with this Deed;
 - 7.6.6 to appoint and discharge managers, officers, agents, accountants, solicitors, architects, surveyors, insurance brokers, estate agents, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as it thinks fit;
 - 7.6.7 to discharge any person appointed by the Mortgagor;
 - 7.6.8 to sell, exchange, surrender, renounce, deal with, convert into money and realise any Charged Asset by public auction or private contract and generally in any manner and on any terms which it thinks fit;
 - 7.6.9 to grant without restriction any lease or tenancy for any term and at any rent (with or without a premium) which it thinks fit and may accept a surrender of any lease or tenancy on any terms which it thinks fit (including the payment of money to a lessee or tenant on a surrender);
 - 7.6.10 to exercise, observe and perform for and on behalf of the Mortgagor any or all of the powers, obligations or duties conferred or imposed on any owner or occupier of Charged Property (whether as a landlord or a tenant) at common law or by statute;
 - 7.6.11 to acquire, renew, extend, grant, vary or otherwise deal with such easements, servitudes, rights, privileges and licences as it or the Mortgagor may consider expedient;
 - 7.6.12 to make any change or arrangement as to boundaries with adjoining owners and neighbours so as to resolve any dispute or to facilitate development;
 - 7.6.13 to bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Charged Asset which it thinks fit;
 - 7.6.14 to settle, adjust, refer to arbitration, compromise or arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Mortgagor or relating in any way to any Charged Asset;
 - 7.6.15 to promote, incorporate, manage, wind up either alone or with others any company either for the purposes of:
 - 7.6.15.1 taking a conveyance, transfer, assignment, assignation or lease of or other interest in any Charged Asset; and
 - 7.6.15.2 undertaking works on and/or providing services to the occupiers of any Charged Asset,

in each case where it is desirable or convenient to do so and/or in connection with or any of the powers contained in this Deed as the Bank or a Receiver may consider expedient;
 - 7.6.16 to effect any repair or insurance and do any other act which the Mortgagor might do in the ordinary conduct of its business to protect or improve any Security Asset;
 - 7.6.17 to construct or complete any building and any roads, access ways and services and generally to develop the Mortgaged Charged Property in such manner as the Bank or the Receiver may consider expedient;
 - 7.6.18 to carry out any work involving furnishing or fitting out or the installation or provision of any plant, machinery, equipment or service;

- 7.6.19 to apply for and maintain any planning permission, building regulation approval or any other authorisation; and
- 7.6.20 to initiate, oppose, negotiate, participate in, compromise or conclude any review or revision of rent payable in respect of any lease or tenancy,

provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and insofar and so long as the Bank shall in writing exclude the same whether in or at the time of its appointment or subsequently.

- 7.7 In no circumstances shall the Bank or any Receiver be liable to the Mortgagor or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Charged Assets or from any act, default, omission or misconduct of the Bank, its officers, employees or agents in relation to the Charged Assets or in connection with this Deed.

8 POWER OF ATTORNEY

- 8.1 The Mortgagor irrevocably and by way of security appoints the Bank and every Receiver jointly and severally to be its attorney (with full power of substitution) in its name and on its behalf to execute and deliver any documents and do or perfect anything which the Bank and/or the Receiver shall consider appropriate for perfecting, maintaining, preserving, enhancing or enforcing the security created by this Deed and/or the value of any of the Charged Property and/or for the purpose of enforcing the performance of the Mortgagor's obligations in connection with this Deed.
- 8.2 The Mortgagor ratifies and confirms all things done and all documents executed by any attorney in the lawful exercise or purported exercise of all or any of its powers.

9 APPLICATION OF RECEIPTS

- 9.1 Subject to sums secured by charges having priority to the charges created by this Deed, all monies received by the Bank and/or any Receiver in the enforcement of this Deed shall be applied in the following order, in payment:
- 9.1.1 firstly, towards payment of all fees, costs, charges, taxes, liabilities and expenses in relation to any enforcement of this Deed (including in relation to any Receiver whether on its own behalf or on behalf of the Mortgagor or otherwise); and
- 9.1.2 thereafter, towards payment of all or any part of the Indebtedness in such manner as the Bank in its discretion thinks fit.
- 9.2 The Bank or any Receiver may credit any monies received from the enforcement of this Deed to any suspense account in any manner and for such period as the Bank or that Receiver thinks fit.

10 CONTINUING SECURITY

- 10.1 This Deed shall be a continuing security to the Bank notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security which the Bank may now or at any time in the future hold in respect of the Indebtedness or any of them and shall continue in full force and effect as a continuing security until discharged.
- 10.2 Neither the Security Interest created under this Deed nor the obligations of the Mortgagor under this Deed will be affected by any act, omission, matter or thing which, but for this clause, would reduce, release or prejudice that security or any of its obligations under this Deed (without limitation and whether or not known to it or the Bank) including:
- 10.2.1 any time, waiver or consent granted to, or composition with, any person;
- 10.2.2 the release of any person under the terms of any composition or arrangement with any creditor of the Mortgagor;
- 10.2.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or Security Interest over assets of, the Bank or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security Interest;
- 10.2.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- 10.2.5 any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental and whether or not more onerous), or replacement, assignment, assignation, avoidance or termination of this Deed or any other

- document or Security Interest including any extension of or any increase in any Facility or the addition of any new Facilities;
- 10.2.6 any unenforceability, illegality or invalidity of any obligation of any person under this Deed or any other document or Security Interest; or
- 10.2.7 any insolvency or similar proceedings.
- 10.3 Any waiver by the Bank of any terms of this Deed, or any consent or approval given by the Bank under it, shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 10.4 No waiver of any of the Bank's rights shall preclude any further or other exercise of that right or of any other right or remedy under this document or at law
- 10.5 The Bank's rights under this Deed are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Bank deems expedient.
- 10.6 Section 93 of the Act shall not apply to this Deed.

11 BANK PROTECTIONS

- 11.1 The Mortgagor waives any right they may have to require the Bank:
- 11.1.1 to take any action or obtain judgment in any court against the Borrower or any other person;
- 11.1.2 to make or file any claim in a bankruptcy, liquidation, administration or insolvency of the Borrower or any other person; or
- 11.1.3 to make demand, enforce or seek to enforce any claim, right or remedy against the Borrower or any other person,
- before taking steps to enforce any of its rights or remedies under this Deed.
- 11.2 Until the Indebtedness has been irrevocably paid and discharged in full and unless the Bank otherwise directs, the Mortgagor will not exercise any rights which they may have by reason of performance by them of their obligations under this Deed or by reason of any amount being payable, or liability arising, under this Deed:
- 11.2.1 to be indemnified by any person;
- 11.2.2 to claim any contribution from any other person;
- 11.2.3 to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Bank under any agreement with the Borrower or of any other guarantee or security taken pursuant to, or in connection with, the Borrower's obligations to the Bank;
- 11.2.4 to bring legal or other proceedings for an order requiring any person to make any payment, or perform any obligation, in respect of which the Mortgagor has given a guarantee, undertaking or indemnity under this Legal Charge;
- 11.2.5 to exercise any right of set-off against any person; and/or
- 11.2.6 to claim or prove as a creditor of any person in competition with the Bank.
- 11.3 If the Mortgagor receives any benefit or distribution in relation to any rights referred to in clause 11.2, they shall hold that benefit or distribution on trust for the Bank and shall promptly pay the same to the Bank or as the Bank may direct.

12 DISCHARGE

- 12.1 If the Bank is satisfied that the Indebtedness has been unconditionally and irrevocably paid, repaid and discharged in full, the Bank will, at the request and cost of the Mortgagor, discharge this Deed.
- 12.2 No discharge will be of any effect if any security or payment given or made in respect of the Indebtedness is rescinded, avoided, reduced or invalidated whether in respect of any insolvency or otherwise.

13 COSTS AND INDEMNITY

- 13.1 All costs, losses, liabilities and expenses (including legal fees) incurred by the Bank or any Receiver or any of their respective delegates or sub-delegates in connection with the preservation of or the enforcement of any right under this Deed or the security created or expressed to be created in favour of the Bank under this Deed and any proceedings instituted by or against the Bank as a consequence of taking or holding the security created or expressed to be created in

favour of the Bank by this Deed or enforcing these rights shall be reimbursed by the Mortgagor to the Bank on demand on a full indemnity basis and be secured on the Charged Assets.

- 13.2 The Bank and every Receiver and any of their respective delegates or sub-delegates, attorney or other person appointed by the Bank under this Deed shall be entitled to be indemnified on a full indemnity basis out of the Charged Assets in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Deed and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Assets and the Bank and any such Receiver and any of their respective delegates or sub-delegates, attorney or other person appointed by the Bank under this Deed may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Deed.

14 EVIDENCE OF INDEBTEDNESS

For all purposes including any legal proceeding, any certificate or determination of the Bank as to the amount of the indebtedness or without limitation any matter provided for in this Deed shall, in the absence of manifest error, be conclusive and binding.

15 PAYMENTS

- 15.1 All payments of whatsoever nature to be made by any person hereunder:
- 15.1.1 shall be made for value on the due date at the time and in such funds and to such account as may be specified by the Bank; and
 - 15.1.2 shall be made without set-off or counterclaim and made free and clear of any deduction or withholding; if at any time the Mortgagor is required by any applicable law to make any deduction or withholding on account of tax or otherwise from any such payment, the sum due in respect of such payment shall be increased to the extent necessary to ensure that after the making of such deduction or withholding the Bank receives a net sum equal to the sum which it would have received had no such deduction or withholding been required to be made.
- 15.2 If it is necessary to convert any payment received in a different currency into the currency of the indebtedness, such conversion shall be effected at the Bank's spot rate of exchange on the Business Day upon which the payment is received.

16 FURTHER ASSURANCE

The Mortgagor shall execute at its own cost and in such form as is reasonably required by the Bank all such documents as the Bank may reasonably specify to create, perfect or protect the security created by this Deed, to grant the Bank equivalent security in any relevant jurisdiction to that intended by this Deed and/or to facilitate the realisation of any Charged Asset, or the exercise of any right, power or discretion exercisable by the Bank or any Receiver or any of their respective delegates or sub-delegates in respect of any Charged Asset.

17 ASSIGNMENT

- 17.1 The Mortgagor may not assign or transfer any of its obligations under this Deed or enter into any transactions which would result in any of those obligations passing to another person.
- 17.2 The Bank may assign or otherwise transfer the whole or any part of the benefit of this Deed to any person to whom all or any part of its rights, benefits and obligations under the Facilities are assigned or transferred and the assignees and other successors, whether immediate or derivative, shall be entitled to enforce and proceed upon this Deed in the same manner as if named in it. The Bank shall be entitled to disclose any information to any such assignee or other successor or any participant or proposed assignee, successor or participant.

18 SET-OFF

- 18.1 The Mortgagor authorises the Bank to apply any credit balance to which it is entitled on any of its accounts with the Bank in satisfaction of any sums which it is due to pay under or in connection with this Deed and for this purpose the Bank is authorised to purchase with the monies standing to the credit of any such account such other currencies as may be necessary to effect such application.

- 18.2 This Deed is in addition to and shall not merge with or otherwise prejudice or affect any banker's lien, right to combine and consolidate accounts, right of set off or any other contractual or other right or remedy or any guarantee, lien, pledge, bill, note, mortgage or other security now or hereafter held by or available to the Bank.

19 SEVERABILITY

- 19.1 If at any time any one or more of the provisions of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity and enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.
- 19.2 This Deed shall not be revoked, affected or otherwise prejudiced or impaired as to any one or more joint Mortgagor by any total or partial invalidity, illegality or unenforceability of the obligations of, or by the death, incapacity, bankruptcy, re-organisation, winding-up or liquidation of, or any change in the status of, any other joint Mortgagor.

20 RIGHTS OF THIRD PARTIES

- 20.1 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.
- 20.2 Notwithstanding any term of this Deed, the consent of any person who is not a party is not required to rescind or vary this Deed at any time.

21 DELIVERY OF NOTICES

- 21.1 Any notification or communication between the parties hereunder shall be made by hand, prepaid post or electronic mail.
- 21.2 Any notification or communication between the parties hereunder that is made by hand or prepaid post shall be addressed to the person, firm or company to or upon whom the notice or demand is to be given or made at their last known address or their registered or principal office or last known place of business.
- 21.3 Subject to the provisions of clause 21.4.3, any notification or communication between the parties hereunder may be made by electronic mail if the parties:
- 21.3.1 notify each other in writing of their electronic mail address; and
 - 21.3.2 notify each other of any change to their electronic mail address on not less than five Business Days' notice.
- 21.4 Any notification or communication will be deemed to be made and to be received:
- 21.4.1 on the day of delivery if delivered by hand before 16:30 UK time on a Business Day, otherwise at 09:30 on the following Business Day;
 - 21.4.2 if sent by prepaid letter in the case of communications within the United Kingdom, on the next Business Day following the date of posting or in the case of international communications, on the seventh Business Day following the date of posting; and
 - 21.4.3 on the day of delivery if sent by electronic mail (in readable form and addressed in such a manner as the Bank shall specify for this purpose) and the communication enters the recipient's mailbox before 16:30 UK time on a Business Day, otherwise at 09:30 on the following Business Day.
- 21.5 A notice or demand by the Bank by post shall be deemed served on the day after posting.

22 COUNTERPARTS

This Deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

23 LAW AND JURISDICTION

- 23.1 This document and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

- 23.2 Each party irrevocably agrees that, subject as provided herein, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this document or its subject matter or formation. Nothing in this clause shall limit the right of the Bank to take proceedings against any person who is party to this Deed in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

IN WITNESS WHEREOF THIS DEED has been executed as a deed by the Mortgagor and delivered on the day and year written on the first page of this Deed.

NOTE: THIS IS A LEGAL DOCUMENT THAT CREATES LEGAL RIGHTS AND OBLIGATIONS UPON YOU


IT IS THE BANK'S RECOMMENDATION THAT YOU SHOULD OBTAIN LEGAL ADVICE FROM AN INDEPENDENT SOLICITOR BEFORE ENTERING INTO IT.

YOU SHOULD ONLY SIGN THIS LEGAL DOCUMENT IF YOU FULLY UNDERSTAND THE NATURE AND EXTENT OF THE OBLIGATIONS YOU ARE AGREEING TO, AND YOU ARE DOING SO OF YOUR OWN FREE WILL WITHOUT DURESS, COERCION OR UNDUE INFLUENCE.

SIGNED AND DELIVERED AS A DEED BY THE MORTGAGOR:


Nithin Sudaram Rai	X 	20 / 9 / 2023
	SIGNATURE	DATE

In the presence of a witness (who cannot be a family member or living at the same address):

WITNESS NAME	X RD PONTIER	
WITNESS ADDRESS	X 301 BATTALION HALL FARNDALE COURT LANE	MASTER GUNNER
WITNESS OCCUPATION	X DUTY MANAGER CONCERGE	SE184PN
WITNESS SIGNATURE	X 	

SOLICITOR'S DECLARATION


I confirm that I am a solicitor acting for the Mortgagor and that prior to the execution of this Deed I explained its nature, content and effect, and the practical implications of signing it to the Mortgagor and they informed me that they wished to proceed with the transaction. To the best of my knowledge they are entering into this Deed of their own free will without duress, coercion or undue influence.

PERSONAL NAME of NAME OF FIRM	X Nishi Sumaria	17 / 10 / 2023
	 SIGNATURE	DATE

SIGNED AND DELIVERED AS A DEED BY THE MORTGAGOR:

Neema Rai	X 	20 / 9 / 2023
	SIGNATURE	DATE

In the presence of a witness (who cannot be a family member or living at the same address):

WITNESS NAME	X RD PONTIER	
WITNESS ADDRESS	X 301 BATTALION HALL FARNDALE COURT LANE	MASTER GUNNER
WITNESS OCCUPATION	X DUTY MANAGER CONCERGE	SE184PN
WITNESS SIGNATURE	X 	

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PERSONAL NAME of NAME OF FIRM	X Nohi Sumario	17 / 10 / 2023
	 SIGNATURE	DATE

NOTE: THIS IS A LEGAL DOCUMENT THAT CREATES LEGAL RIGHTS AND OBLIGATIONS. YOU SHOULD ONLY EXECUTE THIS LEGAL DOCUMENT IF IT IS IN THE BEST INTERESTS OF THE [REDACTED] TO DO SO AND IF THE COMPANY IS AND WILL REMAIN FINANCIALLY SOLVENT IMMEDIATELY AFTER ENTERING INTO THIS DOCUMENT.

SIGNED AND DELIVERED AS A DEED FOR AND ON BEHALF OF THE MORTGAGOR:

Tamesis Dock Limited	X 	20 / 9 / 2023
	DIRECTOR	DATE

X 	20 / 9 / 2023
DIRECTOR/SECRETARY	DATE