



Registration of a Charge

Company Name: **ACUMEN REALTY GROUP LIMITED**

Company Number: **10384801**



XCYWDUJF

Received for filing in Electronic Format on the: **14/03/2024**

Details of Charge

Date of creation: **06/03/2024**

Charge code: **1038 4801 0035**

Persons entitled: **GILINI HOLDINGS LTD**

Brief description: **34A MICHAEL ROAD, LEYTONSTONE, LONDON, E11 3DY**

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: **MEHFOOZ KHANKHARA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10384801

Charge code: 1038 4801 0035

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th March 2024 and created by ACUMEN REALTY GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th March 2024 .

Given at Companies House, Cardiff on 19th March 2024

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**

HM Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: EGL250292
2	Property: 34a Michael Road, Leytonstone, London E11 3DY
3	<p>6th March 2024</p> <p>Date:</p>
4	<p>Borrower: Acumen Realty Group Limited</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 10384801</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Lender for entry in the register: Gilini Holdings Ltd</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 13268447</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Lender's intended address(es) for service for entry in the register: 3 Brooks Place, Green Lane, Ilford IG3 9RT</p>

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

7	<p>The borrower with</p> <p><input checked="" type="checkbox"/> full title guarantee</p> <p><input type="checkbox"/> limited title guarantee</p> <p>charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9</p>
8	<p><input type="checkbox"/> The lender is under an obligation to make further advances and applies for the obligation to be entered in the register</p> <p><input checked="" type="checkbox"/> The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate: Form P</p> <p>No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated2024 in favour of Gilini Holdings Ltd referred to in the charges register or their conveyancer.</p>
9	<p>Additional provisions</p> <p>1. <u>RECITALS</u></p> <p>1.1 The Borrower acknowledges receipt of the Principal Sum and with full title guarantee charges by way of Legal Mortgage the Property together with all fixtures and fittings thereon with the payment to the Lender of all such sums of money liabilities and other payments that become payable under this Legal Charge</p> <p>1.2 The Clauses set out in the following pages are incorporated in this Legal Charge</p> <p>1.3 This Legal Charge secures further advances but does not oblige the Lender to make them</p> <p>2. <u>DEFINITIONS AND INTERPRETATION</u></p> <p>2.1 In these clauses "the Charge" means the particulars of this Legal Charge or other document in which these clauses are incorporated</p> <p>2.2 In these Clauses and in the Charge:-</p> <p>(a) "The Borrower" and "the Lender" include their respective successors in title and assigns</p> <p>(b) "The Contract" means the contract attached to this Legal Charge for the sale and purchase of Property.</p> <p>(c) "the Interest Rate" means the rate of 0.9% TBC which is to be applied to the Principal Sum on a monthly basis for each month (or part of a month as relevant) the Principal Sum remains outstanding after the Repayment date</p> <p>(d) "Disposition" means "conveyance" and "disposition" as defined by Section 205(1) (ii) of the act</p> <p>(e) "The Principal Sum" means the amount of £325,000.00 (Three Hundred and Twenty Five Thousand Pounds)</p> <p>(f) "the Property" means the freehold properties as stated at Panel 2 of this Legal Charge and includes all fixtures and additions to it and references to the Property include any part of it</p>

- (g) "The Repayment Date" means the March 2024 (being 12 months from the date hereof)
- (h) "The Total Debt" means the aggregate of the monies outstanding for the time being on the security of the Charge.
- (i) "Year" means the period from and including 1st January to 31st December and "month" means calendar month.
- (j) "Person" includes company and corporation; words importing the masculine gender only and the singular number only include the feminine gender and the plural number respectively and vice-versa
- (k) Where two or more persons constitute the Borrower all covenants contained or implied herein shall take effect as joint and several covenants by such persons respectively.
- (l) "The act" means the Law of Property act 1925 and references to any Act of Parliament include references to such act as amended and re-enacted

3. CONVENANTS TO PAY

The Borrower covenants with the Lender:-

- 3.1 To pay to the Lender on the Repayment Date the Principal Sum
- 3.2 To pay to the Lender so long as the Principal Sum or any part of it remains unpaid after the Repayment Date interest at the Interest Rate for each day after the Repayment Date until such date the Principal Sum and the accrued penalty is paid in full
- 3.3 To pay to the Lender such further sums as shall under the provisions of these clauses become due from the Borrower to the Lender
- 3.4 That if on the realisation of the security by the Lender the net proceeds of sale shall be insufficient to discharge the Total Debt the Borrower will immediately pay to the Lender the amount of any such deficiency together with interest at the Interest Rate for each day accrued up to the date of payment

4. BORROWER'S OBLIGATION

The Borrower covenants with the Lender that at all times during the continuance of this security the Borrower will:-

4.1 REPAIR

- 4.1.1 Put and keep the Property and all buildings for the time being on the Property in good order and repair; and
- 4.1.2 Without delay complete to the satisfaction of the Lender any uncompleted buildings on the Property; and
- 4.1.3 Permit the Lender and his agents with or without workmen and others in the daytime to enter on the Property and examine the condition of it; and
- 4.1.4 repair the same to the satisfaction of the Lender whenever and so often as the Lender shall require and in default permit the Lender to enter on the Property and effect at the expense of the Borrower such repairs as the Lender may consider necessary and the Lender by entering under such power shall not be deemed to be a mortgage in possession or become liable in such

4.2 Insure

- 4.2.1 Insure the Property at his own expense against such risk in such office for such amount (not exceeding its full value) in such names and subject to such terms and conditions as the Lender shall from time to time require; and
- 4.2.2 produce the receipts for all premiums to the Lender on demand
- 4.2.3 the Borrower irrevocably appoints the Lender (subject to redemption) to be the Attorney of the Borrower and in his name to receive all monies payable under any policy of insurance (not

- affected by the Lender) in respect of any loss or damage to the Property
- 4.2.4 the Lender may at the Borrower's expense effect such insurance as foresaid
- 4.3 **No Alterations**
- Not make any structural alterations or additions to the Property or any change in the use of it save for as required for the development purposes and in accordance with planning consents from the local authority.
- 4.4 **Outgoings**
- Pay all rents rates taxes outgoing and impositions payable in respect of the Property
- 4.5 **Planning**
- 1.3.1 Observe and perform the provisions of the Town and Country Planning Act 1990 or any order regulation requirement or direction issued made or given and relating to the Property or any part of it; and
- 1.3.2 within fourteen days after receipt by the Borrower of any notice proposal order or regulation requirement or planning permission issued made or given and relating to the Property or any part of it inform the Lender and produce it to the Lender; and
- 1.3.3 If the Borrower shall fail to observe or perform any such provision the Lender may at the expense of the Borrower (but shall not be bound to) remedy such a failure
- 4.6 **Notices**
- Forthwith produce to the Lender any order direction notice permission or other matter whatsoever affecting or likely to affect the Property or any part of it served upon the Borrower by any third party and allow the Lender to make a copy
- 4.7 **Grants**
- Not without the Lender's written consent apply for an improvement grant in respect of the Property
- 4.8 **Registration**
- Not cause or permit any person to be registered under the Land Registration Act 2002 as the proprietor of the Property or any part of it without the Lenders written consent and if the Lender shall enter any caution against such registration the costs thereby incurred by the Lender shall be deemed to have been properly incurred as mortgage
- 4.9 **Dispositions**
- 4.9.1 Not without Lenders written consent make any Disposition of the Property or any part of it or create any mortgage charge or rent charge (save a mortgage or charge in favour of the Lender) and
- 4.9.1 Where the Property comprises registered land the Borrower applies to the chief land registrar to enter upon the register of the Property the following restriction:
- 'No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ 2024 in favour of Gilini Holdings Ltd referred to in the charges register.'

4.10 **Costs**

Pay to the Lender all expenses costs charges and monies incurred or expended by the Lender under this Legal Charge within seven days of demand and all such expenses costs charges and monies not so repaid shall be added to and will form part of the Total Debt

5. **ENFORCEMENT**

5.1 **No Leasing**

The Borrower shall not be entitled to exercise any powers of leasing agreeing to lease or accepting surrenders of leases given by any statute in that behalf or otherwise nor shall the Borrower vary or waive the terms of any lease or consent to any assignment or subletting of any lease except with the Lender's written consent

5.2 **Consolidation**

Section 93 of the Act (restricting the right of consolidation) shall not apply to the Charge

5.3 **Events of Default and Receivers**

Section 103 of the Act shall not apply to the Charge which becomes enforceable and the statutory powers of sale and of appointing a receiver (who shall at all times be the agent of the Borrower) shall become immediately exercisable by the Lender after the happening of any of the following events:-

- 5.3.1 If the Lender calls for repayment of the Total Debt which for the avoidance of doubt it shall be entitled to do at any time at its entire discretion
- 5.3.2 If the Borrower defaults in repayment of the Principal Sum for a period in excess of fourteen days after the Repayment Date
- 5.3.3 If the Borrower defaults in the observance or performance of any of his covenants or obligations (other than the covenants for payment of the Principal Sum) and fails after service upon the Borrower of notice requiring such default to be remedied (where possible) to remedy the same within the period prescribed by such notice (being in the case of non-repair a reasonable period for carrying out any necessary repairs and in any other case not less than seven days)
- 5.3.4 If any distress or execution is levied upon the Borrower or the Property
- 5.3.5 If the Borrower ceases to use the Property for residential purposes
- 5.3.6 If a receiver of the Property or the activities carried on there by the Borrower shall be appointed
- 5.3.7 If the Borrower is an individual and there is "an individual Insolvency Event" which shall mean in relation to an individual that:-
 - (a) An application is made for an interim order or a proposal is made for a voluntary arrangement under part VIII of the Insolvency Act or
 - (b) A bankruptcy petition is presented to the Court or his circumstances are such that a bankruptcy petition could be presented under part IX of the Insolvency Act or
 - (c) He enters into a deed of arrangement

- 5.4 The Lender shall not be entitled to exercise the statutory powers of sale or of appointing a receiver in any of the aforesaid events unless the Lender shall first give to the Borrower written notice of its intention to exercise such powers

5.5 **Payment**

In the event of this security becoming enforceable and of the Lender becoming entitled to exercise its powers of sale or of appointing a receiver under the foregoing provisions the Principal Sum and other monies hereby secured shall become immediately repayable and shall be paid by the Borrower to the Lender on demand

5.6 Powers

Any receiver appointed by the Lender shall in addition to the statutory powers conferred upon receivers by Section 109 of the Act have power

- a) To carry on at the Property as agent for the Borrower any business or activities previously carried on by the Borrower at the Property and
- b) To exercise any power of leasing which the Lender could have exercised if it were a mortgagee in possession
- c) To sell the Property (as the agent of the Borrower) for the purpose of realising this security

5.7 Section 109 of the Act applies to the Charge as if the words "not exceeding five per centum on the gross amount of all money received" were omitted from sub-section (6) and as if sub-section (8) (iv) read "in payment of the moneys (whether for interest or otherwise) in arrear or accruing due under the Charge"

6. REPAYMENT

THE Total Debt shall become payable immediately:-

- 6.1 If any of the events specified in Clause 5.3 happen; or
- 6.2 If the Borrower dies; or
- 6.3 If the Borrower commits any act of bankruptcy or enters into any composition or arrangement with or for the benefit of his creditors or (being a company) having an order made or resolution passed for winding-up or a receiver appointed for its debentures or debenture stock holders; or
- 6.4 The Property or any part thereof being compulsory acquired or requisitioned

7. AFTER TAKING POSSESSION

ON or after taking possession of the Property the Lender may:-

7.1 Chattels

As agent of the Borrower and at the Borrower's expense remove store sell or otherwise deal with any furniture goods or livestock which the Borrower fails or refuses to move and the Lender shall not be liable for any loss or damage thereby occasioned to the Borrower but this provision shall not operate so as to constitute the charge for a bill of sale

7.2 At any time after taking possession of the Property or appointing a receiver the Lender may give up possession or remove the receiver on giving notice to the Borrower

8. REDEMPTION

THE Borrower may at any time redeem the Charge by paying to the Lender:-

8.1 The Principal sum; and

8.2 Any other money owing by the Borrower to the Lender secured by the Charge; and

8.3 The Lender's costs of discharging the Charge

9. COSTS

9.1 THE Lender shall be entitled to the costs of and in connection with and in contemplation of:

9.1.1 All legal proceedings

9.1.2 All other costs and expenses incurred or paid by the Lender in connection with the Charge including the drafting and creation of it

9.1.3 The recovery of monies due under it

9.1.4 The protection or enforcement of this security

9.2 Any assessment of the Lender's legal costs charges and expenses shall be on an indemnity basis

10. ATTORNEY

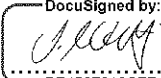
THE Borrower hereby irrevocably appoints the Lender and any agent or servant of the Lender appointed for such purpose from time to time as the Attorney of the Borrower to sign execute and do in the name of the Borrower all such deeds documents acts and things necessary or desirable to preserve or renew any licence or certificate held in connection with the Property or the business or activities carried on thereat and no person dealing with any such Attorney shall be concerned to enquire into the efficacy of such power the necessity for any acts done pursuant thereto or the validity of any document executed thereunder or whether there remains any money due under this security

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

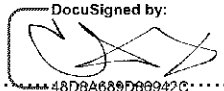
Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

10 Execution

Execute as a deed by
Acumen Realty Group Limited
Acting by its Director, Irfan Ahmed Umarji

DocuSigned by:

DE4527619CFF40D...

in the presence of

Witness Signature:.....
48D8A688F00942C...

Witness Name: Costa Exakoustides

I confirm that I was physically present when Mr signed this deed.

Witness Address: 104 Burford

Wharf

apartments, 3

Cam Rd 515, 2SL

WARNING

If you dishonestly enter information or make a statement that you know is untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.