



Registration of a Charge

Company name: **BOMBAY DEVELOPMENT LIMITED**

Company number: **11263206**

Received for Electronic Filing: **23/11/2020**



Details of Charge

Date of creation: **19/11/2020**

Charge code: **1126 3206 0004**

Persons entitled: **UNITED TRUST BANK LIMITED**

Brief description: **THE AMOUNT WITHIN THE DEPOSIT ACCOUNT NUMBER 30020199#1 IN
THE NAME OF BOMBAY DEVELOPMENT LIMITED**

Contains fixed charge(s).

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: **GOODMAN DERRICK LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11263206

Charge code: 1126 3206 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th November 2020 and created by BOMBAY DEVELOPMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd November 2020 .

Given at Companies House, Cardiff on 24th November 2020

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

CHARGE OVER DEPOSIT GIVEN BY A COMPANY/LLP

WARNING: THE CHARGOR SHOULD READ THIS CAREFULLY

- WE RECOMMEND THE CHARGOR TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING THIS CHARGE AND SIGN ONLY IF THEY AGREE FOR THE CHARGOR TO BE LEGALLY BOUND BY ITS TERMS.
- IF THE CHARGOR ENTERS INTO THIS CHARGE AND THE BANK IS NOT PAID MONEYS OWED WHICH THE CHARGE SECURES, THE CHARGOR MAY LOSE THE ASSET(S) CHARGED.
- THE ABOVE IF FOR INFORMATION AND IS NOT ADVICE.

This Charge is made the 19 day of November 2020

Between:

1. **Bombay Development Limited** (registered in England and Wales under company number 11263206) the registered office of which is at 311 Regents Park Road, London N3 1DP (the "**Chargor**"); and
2. **United Trust Bank Limited** (registered in England and Wales under company number 549690) the registered office of which is at One Ropemaker Street, London EC2Y 9AW (the "**Bank**").

It is agreed as follows:

1. Definitions and interpretation

1.1 Definitions

In this Charge the following expressions shall have the following meanings, unless the context otherwise requires:

"Account(s)" means deposit account number 30020199 #1 in the name of the Chargor with the Bank and all rights of the Chargor in relation to such account as such account may be redesignated and/or renumbered from time to time.

"Business Day" means any day (other than a Saturday or Sunday) on which clearing banks are open for normal banking business in sterling in the City of London.

"Deposit(s)" means the sum of £485,000.00 deposited in the Account(s) and includes any other sum or sums which are deposited in the Account(s) in addition to or by way of renewal of or replacement of such sum together with all entitlements to interest and other rights and benefits accruing to or arising in connection therewith.

"Secured Liabilities" means all moneys, debts and liabilities from time to time due, owing or incurred by the Chargor to the Bank on any current or other account whatsoever or otherwise in any manner whatsoever, in each case whether present or future; alone or jointly with any other person; actual or contingent; as principal or as surety; in whatsoever name, firm or style; in whatsoever currency denominated.

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006.

1.2 In this Charge:

- (a) the clause headings are included for convenience only and do not affect the construction of this Charge;

- (b) words denoting the singular include the plural and vice versa; and
- (c) words denoting one gender include each and all genders.

1.3 In this Charge, unless the context otherwise requires, references to:

- (a) persons include references to natural persons, firms, partnerships, limited partnerships, companies, corporations, associations, organisations and trusts (in each case whether or not having a separate legal personality);
- (b) documents, instruments and agreements (including, without limitation, this Charge and any document referred to in this Charge) are references to such documents, instruments and agreements as modified, amended, varied, supplemented or novated from time to time;
- (c) the term "the Bank" includes, where the context so admits, references to any delegate of any such person;
- (d) a party to this Charge includes references to its successors, transferees and assigns;
- (e) clauses and schedules are references to clauses of this Charge and schedules to this Charge; and references to this Charge include its schedules;
- (f) statutory provisions (where the context so admits and unless otherwise expressly provided) are construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time, and to any orders regulations instruments or other subordinate legislation made under the relevant statute; and
- (g) a time of day is a reference to London time.

2. CHARGE

2.1 In consideration of the Bank making available or continuing to make available banking facilities or any other accommodation whatever to the Chargor, the Chargor, as beneficial owner, charges the Deposit(s) by way of first fixed charge in favour of the Bank as a continuing security for the repayment on demand of the Secured Liabilities.

2.2 The charge hereby created shall:

- (a) be a continuing security;
- (b) not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Chargor in respect of the Secured Liabilities nor by any legal limitation, or lack of any borrowing powers of the Chargor or lack of authority of any person appearing to be acting for the Chargor in any matter in respect of the Secured Liabilities or by any other fact or circumstances (whether known or not to the Chargor or the Bank) as a result of which the Secured Liabilities may be rendered illegal, void or unenforceable by the Bank;
- (c) not be determined, affected or prejudiced by any change in the constitution, name or title of the Chargor or by any amalgamation, reorganisation, reconstruction or merger of the Chargor;
- (d) remain binding on the Chargor notwithstanding any amalgamation, re-construction, re-organisation, merger, sale or transfer by or involving the Bank or the assets of the Bank and for this purpose this Charge and all rights conferred on the Bank hereunder may be assigned or transferred by the Bank accordingly; and
- (e) be additional and without prejudice to any other security which the Bank may hold from time to time

3. REPAYMENT OF THE DEPOSIT

3.1 Notwithstanding any provision to the contrary in the terms upon which the Deposit(s) is/are made, the Bank shall not be under any obligation to repay the Deposit(s) until the Secured Liabilities shall have been paid and discharged in full.

3.2 Where the Deposit(s) would otherwise become repayable at the expiry of any period of time under the terms upon which it was made but is not repayable by virtue of the provisions of sub-clause 3.1 it shall not be repaid at the expiry of such period but shall be re-deposited or successively re-deposited on such terms concerning time and interest as may from time to time be agreed between the Bank and

the Chargor or, failing such agreement, as may be decided upon by the Bank in its absolute discretion, but so that any amount so re-deposited together with interest thereon shall form part of the Deposit(s) and shall be re-deposited subject to the provisions of this Charge.

4. REPRESENTATIONS AND WARRANTIES

4.1 The Chargor represents and warrants to the Bank that the Chargor is the sole and beneficial owner of the Deposit(s) and that the Deposit(s) is/are free and clear of all charges liens and encumbrances of whatever nature and that the Chargor's obligations hereunder are valid and binding on the Chargor in accordance with the terms hereof.

4.2 The Chargor hereby covenants with the Bank that during the continuance of this Charge the Chargor will not create or purport to create or permit to subsist any mortgage, charge, lien or encumbrance on or over the Deposit(s) or any part thereof or interest therein without the prior written consent of the Bank.

5. FURTHER ASSURANCE AND MARGIN

5.1 The Chargor shall (at the cost of the Chargor) at any time if and when required by the Bank execute such further legal or other charges or assignments in favour of the Bank as the Bank shall from time to time require over all or any part of the Deposit(s) and all rights relating thereto both present and future.

5.2 The Chargor undertakes to maintain, in respect of the Deposit(s), such margin of security in relation to the Secured Liabilities as may from time to time be required by the Bank by the deposit immediately on demand by the Bank of additional sums which additional sums shall form part of the Deposit(s) for the purpose of this Charge and shall be held by the Bank on and subject to the terms of this Charge.

6. SET-OFF AND CURRENCY CONVERSION

6.1 In addition to any rights of set-off and any similar express or implied rights, the Bank may at any time, as a continuous right, without notice or demand:

- (a) appropriate the whole or any part of the Deposit(s) and set-off the same against all any part of the Secured Liabilities owing to the Bank; and
- (b) for the purposes of any such appropriation and set-off convert the whole or any part of the Deposit(s) (at the cost of the Chargor) into any currency other than that in which the Deposit(s) or any part of it or them is/are then held by the Bank.

7. ENFORCEMENT

7.1 Without prejudice to the rights of set-off and appropriation under Clause 6 at any time after this Charge shall have become enforceable the Bank shall be entitled to take such action in relation to the Deposit(s) as it in its absolute discretion thinks fit to bring about repayment of the Secured Liabilities or any part of it including in particular but without limitation the transfer of the Deposit(s) or any part of it or them to such account or accounts with the Bank or any other person as the Bank thinks fit.

8. POWERS OF THE BANK

8.1 Without prejudice to Clause 4.2, if the Bank receives notice of any subsequent mortgage, charge, assignment or other disposition affecting the Deposit(s) or any part thereof or interest therein the Bank as agent for the Chargor may open a new account or accounts for the Chargor. If the Bank does not open a new account it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of the Chargor to the Bank shall be credited or be treated as having been credited to the new account(s) and shall not operate to reduce the amount due from the Chargor to the Bank at the time when it received notice.

8.2 The Chargor hereby irrevocably appoints the Bank and any person nominated in writing under the hand of any officer of the Bank to be its attorney with full power of substitution for the Chargor and in its name and on its behalf and as the act and deed of the Chargor or otherwise to execute and complete in favour of the Bank and/or its nominees any documents which the Bank may require for perfecting the title of the Bank and/or its nominees (as the case may be) to or for vesting the Deposit(s) in the Bank and/or its nominees (as the case may be) and otherwise perfect any documents required by the Bank in connection with this Charge. The Chargor hereby covenants with the Bank that on request the Chargor will ratify and confirm all documents executed and acts and things done and all transactions entered into by the Bank and/or its nominees at the instance of the Bank in the exercise or purported exercise of their powers under this Charge.

9. **CHANGE OF LAW**

9.1 If by reason of:

- (a) any applicable law or regulatory requirement or the interpretation or application thereof or any change therein or any judicial decision relating thereto; or
- (b) the compliance by the Chargor with any applicable present or future direction, request or requirement of any central bank or governmental, monetary or other authority;

it shall become unlawful or otherwise prohibited for the Chargor to hold or maintain the Deposit(s) with the Bank, then the Chargor shall, as soon as possible but in any event no later than five Business Days after receipt by the Chargor of a notice from the Bank to that effect, in substitution for the security over the Deposit(s) created by this Charge, create as alternative security for the payment of the Secured Liabilities such security over a sterling interest-bearing deposit account as shall, in all respects (including in particular, but without limitation, documentation, value and priority) be acceptable to the Bank.

10. **CERTIFICATE OF INDEBTEDNESS**

- 10.1 For all purposes, including any legal proceedings, a certificate by an officer of the Bank as to the amount of the Secured Liabilities from time to time (save in the case of manifest error) shall be conclusive evidence against the Chargor.

11. **AVOIDANCE OF PAYMENTS AND RETENTION OF SECURITY**

- 11.1 Any release, discharge or settlement between the Chargor and the Bank shall be conditional upon no security, disposition, assurance or payment to the Bank by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatever and if such condition shall not be fulfilled the Bank shall be entitled to enforce this Charge subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Bank shall be entitled to concede or compromise any claim that any such security, disposition, assurance or payment is liable to avoidance or repayment without prejudice to its rights hereunder.

- 11.2 The Bank shall at its option be entitled to retain any security constituted by or pursuant to this Charge for a period of up to 25 months after the payment, discharge or satisfaction of all moneys, obligations and liabilities that are or may become due, owing or incurred to or in favour of the Bank from the Chargor and/or any other person and notwithstanding any such payment, discharge or satisfaction, in the event of the commencement of winding-up of or the making of an application for an administration order in respect of the person making such payment or effecting such discharge or satisfaction at any time within the said period of 25 months, the Bank shall be entitled to retain any such security for such further period as the Bank may determine.

12. **PAYMENTS**

- 12.1 All sums due and payable by the Chargor under this Charge shall be made in full without any set-off or counter-claim and free and clear of and (subject as provided in the next sentence) without deduction for or on account of any future or present taxes. If:

- (a) the Chargor is required by any law to make any deduction or withholding from any sum payable by the Chargor to the Bank hereunder; or
- (b) the Bank is required by law to make any payment on account of tax (other than tax on its overall net income) or otherwise, on or in relation to any amount received or receivable by the Bank hereunder

then the sum payable by the Chargor in respect of which such deduction, withholding or payment is required to be made shall be increased to the extent necessary to ensure that, after the making of such deductions, withholding or payment, the Bank receives and retains (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to the sum which it would have received and so retained had no such deduction, withholding or payment been made.

- 12.2 The Bank may apply, allocate or appropriate the whole or any part of any payment made by the Chargor hereunder or any money received by the Bank under any guarantee, indemnity or third party security or from any liquidator, receiver or administrator of the Chargor or from the proceeds of realisation of the Deposit(s) or any part thereof to such part of parts of the Secured Liabilities as the Bank may in its sole discretion think fit to the entire exclusion of any right of the Chargor to do so.

13. EXPENSES, ETC

13.1 The Chargor shall pay to the Bank on demand in the currency(ies) in which they are incurred by the Bank all costs, expenses (including legal fees) and duties suffered or incurred by the Bank in the negotiation, preparation, completion and any enforcement of this Charge.

13.2 The Chargor shall indemnify the Bank on demand against all other costs, losses, liabilities and damage suffered or incurred by the Bank in respect of the Deposit(s) and the exercise of any of its rights or the performance of its obligations in respect of the Deposit(s).

14. NON MERGER, ETC

14.1 Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill, note, guarantee, agreement or other security or any contractual or other right which the Bank may at any time have for any of the Secured Liabilities or any right or remedy of the Bank thereunder. Any receipt, release or discharge of the security provided by, or of any liability arising under, this Charge shall not release or discharge the Chargor from any liability to the Bank for the same or any other money which may exist independently of this Charge, nor shall it release or discharge the Chargor from any liability to the Bank under the indemnity contained in sub-clause 13.2.

14.2 Where this Charge initially takes effect as a collateral or further security then notwithstanding any receipt, release or discharge endorsed on or given in respect of money and liabilities owing under the principal security to which this Charge operates as a collateral or further security, this Charge shall, in respect of any of the Secured Liabilities which were originally intended to be secured, be an independent security for such Secured Liabilities.

15. RESTRICTION ON LIABILITY OF THE BANK

15.1 Except to the extent that any such exclusion is prohibited or rendered invalid by law, the Bank and its employees and agents shall not:

- (a) be under any duty of care or other obligation of whatsoever description to the Chargor in relation to or in connection with the exercise of any right conferred upon the Bank, its employees and agents; or
- (b) be under any liability to the Chargor as a result of, or in consequence of, the exercise, or attempted or purported exercise, or failure to exercise, any such rights.

16. ASSIGNMENT

16.1 The Bank may assign, transfer, novate or dispose of any of, or any interest in, its rights and obligations under this Charge, without regard to any equities between the Chargor and the Bank and without the consent of the Chargor.

16.2 The Bank may disclose to any person with whom it is proposing to enter into (or has entered into) any kind of assignment, transfer, novation or disposal in relation to this Charge any information concerning the Chargor and its Subsidiaries (if any) as the Bank may in its discretion think fit.

16.3 The Chargor may not assign, transfer, novate or dispose of any of, or any interest in, its rights and obligations under this Charge.

17. WAIVERS

17.1 No failure or delay or other relaxation or indulgence on the part of the Bank to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

17.2 For the avoidance of doubt, if the Bank does repay part of the Deposit(s) or does consent to any dealing as is mentioned in sub-clause 4.2, such repayment or consent shall not be deemed to be a waiver of any other of the Bank's rights including the Bank's rights as regards the balance of the Deposit(s).

18. SEVERABILITY

18.1 Each of the provisions of this Charge is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

19. JOINT AND SEVERAL LIABILITY

19.1 If this Charge is signed on behalf of the Chargor by more than one person for itself and on behalf of

other persons (whether such person is signing on behalf of a partnership or otherwise) the expression "Chargor" shall include all such persons and the liability of the Chargor under this Charge shall be the joint and several liability of all such persons and any demand for payment by the Bank on any one or more of such persons so jointly and severally liable shall be deemed to be a demand made to all such persons.

20. THIRD PARTY RIGHTS

- 20.1 Unless expressly provided in this Charge, no term of this Charge is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

21. NOTICES

- 21.1 Each party may give any notice, demand or other communication under or in connection with this Charge by letter, facsimile or email addressed to the other party at the address, fax number or email address identified with its name below (or if not so identified, its registered office or address, fax number or email address last known to the sending party or subsequently notified in writing to the other party or any substitute address, fax number or email address as any party may notify to the other by not less than five Business Days' notice). Any such communication will be deemed to be given as follows:

- (a) if personally delivered, at the time of delivery;
- (b) if by letter, at noon on the Business Day following the day such letter was posted (or in the case of airmail, seven days after the envelope containing the same was delivered into the custody of the postal authorities);
- (c) if by facsimile transmission or comparable means of communication during the business hours of the addressee then on the day of transmission, otherwise on the next following Business Day; and
- (d) if by email, when actually received at the email address without an automated (or similar) message or error message.

- 21.2 In proving such service it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first class, addressed and delivered to the postal authorities or in the case of facsimile transmission or other comparable means of communication, that a confirming hard copy was provided promptly after transmission.

22. LAW AND JURISDICTION

- 22.1 This Charge shall be governed by and construed in accordance with English law.

- 22.2 The Chargor agrees that any legal action or proceedings arising out of or in connection with this Charge against the Chargor or any of its assets may be brought in the English courts and the Chargor irrevocably and unconditionally submits to the jurisdiction of such court. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Bank to take proceedings against the Chargor in whatsoever jurisdictions it thinks fit, nor shall the taking of proceedings in any one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not. The Chargor waives objection to the English courts on the grounds of inconvenient forum or otherwise as regards proceedings in connection with this Charge and agrees that the judgment or order of the English courts in connection with this Charge is conclusive and binding on it and may be enforced against it in the courts of any other jurisdiction.

- 22.3 Without prejudice to any other mode of service allowed under any relevant law, any claim form, application notice, order or other notice of legal process relating to this Charge may be served on the Chargor by posting it by pre-paid first class recorded delivery, or by any other delivery, to the address identified with its name below.

IN WITNESS whereof this Charge has been executed and delivered as a deed on the date written at the beginning of this Charge.

Executed as a Deed by
BOMBAY DEVELOPMENT LIMITED
acting by:

)
)
) *Nasser Almagh*

Director

~~Director/Secretary~~

~~OR~~

~~Executed as a Deed by~~
~~BOMBAY DEVELOPMENT LIMITED~~
~~acting by a director in the presence of:~~
In the presence of:

~~Director~~

Signature of witness:

Name of witness:

Address

\$
.....
Mr Afele Johnson
.....
20 Larch Green
.....
London
.....
NW4 5GL
.....

Notice Details for
Bombay Development
Limited:

Address:

Fax No:

Telephone No:

Attention:

Email Address:

THE BANK

Signed)
for and on behalf of)
United Trust Bank Limited)
by an authorised signatory)
in the presence of:)



Authorised signatory (without personal
liability)

Signature of witness: *Lucie Sidwell*

Name of witness (in **BLOCK CAPITALS**):

LUCIE SIDWELL

Address *1345 HIGH ROAD*

27 ALBANY LONDON

N20 9HR

Notice Details (BANK):

Address:

One Ropemaker Street, London, EC2Y 9AW

Fax No:

020 7190 5550

Telephone No:

020 7190 5555

Email address:

Attention:

Pauline Wetherhead