

MG01

022260/13 -

Particulars of a mortgage or charge



A fee is payable with this form

We will not accept this form unless you send the correct fee
Please see 'How to pay' on the last page



What this form is for

You may use this form to register
particulars of a mortgage or charge
in England and Wales or Northern
Ireland



What this form is NOT

You cannot use this form
particulars of a charge for
company. To do this, please
form MG01s

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22/03/2013

#194

COMPANIES HOUSE

1

Company details

15

For official use

Company number

0 2 8 7 4 5 5 1

Company name in full

Huntcourt Limited

→ Filling in this form

Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2

Date of creation of charge

Date of creation

d1 d5 m0 m3 y2 y0 y1 y3

3

Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description

Legal Charge dated 15 March 2013 and made between (1) Balbinder Singh
Sohal (the "Owner"); (2) Huntcourt Limited (the "Borrower"); and (3) MW
Trustees Limited, Dipakkumar Dullabhji Lakhami, Pratibha Lakhami, Harish
Lakhami, Smita Harish, Vijay Lakhami, Sadhna Lakhami, Mukesh Dullabhji
Lakhami and Nayana Mukesh Lakhami as trustees of Prime Pension Trust (the
"Lender")

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

See continuation page.

Continuation page

Please use a continuation page if
you need to enter more details

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5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

Continuation page
Please use a continuation page if you need to enter more details

Name	MW Trustees Limited (02630203)
Address	MW House, 1 Penham Way, Grove Park, Enderby, Leicester
Postcode	L E 1 9 1 S Y
Name	Dipakkumar Dullabhji Lakhani
Address	c/o 3 Bramley Orchard, Bushby, Leicester
Postcode	L E 7 9 R H

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Continuation page
Please use a continuation page if you need to enter more details

Short particulars See continuation page.

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7 Particulars as to commission, allowance or discount (if any)

Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered

Commission, allowance or discount

None.

8 Delivery of instrument

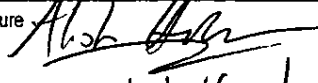
You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).

We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).

9 Signature

Please sign the form here

Signature

Signature  Solicitor for and
X on behalf of Shoosmiths LLP, X
Solicitors for the Borrower

This form must be signed by a person with an interest in the registration of the charge

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Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **Alistair Hammerton**

Company name **Shoosmiths LLP**

Address **6th Floor, 125 Colmore Row**

Post town **Birmingham**

County/Region

Postcode **B 3 3 S H**

Country **United Kingdom**

DX **DX701863 Birmingham 6**

Telephone **03700 864000**



Certificate

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following.

- ☐ The company name and number match the information held on the public Register
- ☐ You have included the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge.

Make cheques or postal orders payable to 'Companies House'



Where to send

You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 N R Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

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Particulars of a mortgage or charge

4	<p>Amount secured</p> <p>Please give us details of the amount secured by the mortgage or charge</p>
Amount secured	<p><u>Definitions:</u></p> <p>"1925 Act" Law of Property Act 1925,</p> <p>"Charged Property" the Property, debts, rights and undertaking charged to the Lender by the Owner of this legal charge;</p> <p>"Default Rate" 4% over the base rate of The Royal Bank of Scotland plc from time to time,</p> <p>"Expenses" all costs, losses, charges, fees, discounts, commissions and other banking charges, legal and professional fees and unpaid interest and all other expenses and costs, on a full indemnity basis, together with Value Added Tax, incurred or suffered by the Lender or any Receiver in relation to any breach or non-performance by the Borrower of its obligations in connection with any or all of the following:</p> <ul style="list-style-type: none"> (a) the Charged Property, (b) the preparation, negotiation and registration of this legal charge; (c) taking, perfecting, enforcing or exercising any power under this legal charge; (d) any breach of any provision of and the protection, realisation or enforcement of this legal charge, (e) the preservation or attempted preservation of this legal charge; <p>together with Interest at the Default Rate from the date on which such costs, charges or expenses are incurred until the date of payment by the Borrower (both before and after judgment),</p> <p>"Insolvency Act" Insolvency Act 1986</p> <p>"Interest" interest calculated in accordance with the Loan Agreement whether before and after judgment,</p> <p>"Loan Agreement" a loan agreement dated 6 March 2013 made between (1) the Lender and (2) the Borrower,</p> <p>"Property" the freehold property known as 3 Tall Trees Close, Sutton Coldfield, Birmingham B74 4PJ which is registered at the Land Registry under title number WM605786,</p> <p>"Receiver" any receiver and/or manager not being an administrative receiver (within the meaning of section 29(2) of the Insolvency Act) or such other attorney or person appointed by the Lender under this legal charge or pursuant to any statute, including the 1925 Act or the Insolvency Act</p>

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Particulars of a mortgage or charge

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Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured

Amount Secured:

All monies, obligations, liabilities whatsoever for principal, interest (including for the avoidance of doubt whether before or after judgment) or otherwise which may already be owing or may now or at any time in the future be due, owing or incurred by the Borrower to the Lender:

(a) whether:

- i under the Loan Agreement,
- ii. present or future, actual or contingent,
- iii along or jointly or severally with others;
- iv. as principal, surety or guarantor; and
- v. on any current or other account,

(b) in whatever name or style,

(c) including all Expenses and Interest, and

(d) without prejudice to the generality of clauses a), b) and c) of this definition, all monies which now or may at any time be or become due under the Loan Agreement and under this legal charge.

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Particulars of a mortgage or charge

5	Mortgagee(s) or person(s) entitled to the charge	
	Please give the name and address of the mortgagee(s) or person(s) entitled to the charge	
Name	Pratibha Lakhani	
Address	c/o 3 Bramley Orchard, Bushby, Leicester	
Postcode	L E 7 9 R H	
Name	Harish Lakhani	
Address	c/o 1 Cavan Place, Nugents Park, Pinner, Middlesex	
Postcode	H A 5 4 Y H	
Name	Smita Hadish Lakhani	
Address	c/o 1 Cavan Place, Nugents Park, Pinner, Middlesex	
Postcode	H A 5 4 Y H	
Name	Vijay Lankhani	
Address	c/o 2 Cavan Place, Nugents Park, Pinner, Middlesex	
Postcode	H A 5 4 Y H	
Name	Sadhna Lakhani	
Address	c/o 2 Cavan Place, Nugents Park, Pinner, Middlesex	
Postcode	H A 5 4 Y H	
Name	Mukesh Dullabhji Lakhani	
Address	c/o 7 Valley Road, Rickmansworth, Hertofrshire	
Postcode	W D 3 4 D T	
Name	Nayana Mukesh Lakhani	
Address	c/o 7 Valley Road, Rickmansworth, Hertordshire	
Postcode	W D 3 4 D T	
Name		
Address		
Postcode		

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Definitions:

"Letting" Any lease of the whole or any part of the Property and includes:

(a) any underlease, tenancy or licence and any agreement for a lease, underlease, tenancy or licence; and

(b) any agreement for the parting with or sharing of occupation of the Property;

"Property" The freehold property known as 3 Tall Trees Close, Sutton Coldfield, Birmingham B74 4PJ which is registered at the Land Registry under title number WM605786,

"Secured Amounts" The amounts outlined in section 4 of this form,

"Security" Any legal charge, debenture, mortgage, pledge, hypothecation, lien, assignment or other form of security or trust arrangement granting any legal or equitable charge over the Charged Property or conferring priority of payment.

Particulars of property charged:

1.1 The Owner as continuing security for the payment and discharge of the Secured Amounts by the Borrower charges with full title guarantee to the Lender the Property by way of legal mortgage (and any proceeds of sale from it and proceeds of any insurance policy taken out in respect of it)

1.2 This legal charge is made for securing the payment and discharge of the Secured Amounts. It is a continuing security and will not be discharged by any payment on account of the whole or any part of the Secured Amounts

1.3 The Owner consents to the Lender applying in Form RX1 to the Land Registry for a restriction in the following terms to be entered in the registers of title to the Property

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 15 March 2013 in favour of MW Trustees Limited, Dipakkumar Dullabhji Lakhani, Pratibha Lakhani, Harish Lakhani, Smrita Harish, Vijay Lakhani, Sadhna Lakhani, Mukesh Dullabhji Lakhani and Nayana Mukesh Lakhani as trustees of Prime Pension Trust referred to in the charges register or their conveyancer" (Form P)

Negative Pledges:

2.1 Restriction on further Security

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6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

The Owner shall not without the Lender's prior written consent create, attempt to create or permit to subsist or arise any Security in favour of any person other than the Lender upon the Charged Property which would rank in priority to or equally with this legal charge or allow any lien to arise on or affect the Property (except a lien arising by operation of law in the ordinary course of trading)

2.2 Disposals of the Property

The Owner shall not without the Lender's prior written consent dispose, or part with possession of the whole or any part of the Property or permit any person:

2.2.1 to be registered (jointly with the Owner or otherwise) as proprietor of the Property under the Land Registration Act 2002 nor create or permit to arise in relation to the Property any unregistered interests which override a first registration or a registered disposition as described in or deemed to be included in Schedules 1 and 3 of that Act; or

2.2.2 to become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Property or any part of it.

2 3 Restrictions on leasing

The Owner shall not create any Letting without the prior written consent of the Lender. In relation to any Letting existing on or created on or after the date of this legal charge, the Borrower except with the prior written consent of the Lender shall:

2.3.1 not vary the terms of the Letting,

2.3.2 not agree any reduction in the rent payable under the Letting,

2.3 3 not capitalise the rent payable under the Letting or accept the payment of it more than one quarter in advance,

2.3.4 not grant any licence, consent or give any approval under the Letting without the prior written consent of the Lender save in circumstances where the Letting in question shall subsist as at the date of this legal charge and the Borrower (as landlord of the Letting in question) shall not itself be entitled to withhold consent under the terms of the Letting;

2 3.5 review the rent under the Letting in accordance with any rent review provisions contained in it and not agree the level of the reviewed rent without the prior written consent of the Lender; and

2 3.6 not exercise any right of re-entry or accept the surrender of the whole or any part of the premises comprised in the Letting without the prior written consent of the Lender



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 869(5) & (6) of the Companies Act 2006

**COMPANY NO. 2874551
CHARGE NO. 15**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 15
MARCH 2013 AND CREATED BY HUNTCOURT LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO MW TRUSTEES LIMITED, DIPAKKUMAR
DULLABHJI LAKHANI, AND PRATIBHA LAKHANI (FOR
DETAILS OF ALL OTHER CHARGEES, PLEASE REFER TO THE
MG01) ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS
OF THE AFOREMENTIONED INSTRUMENT CREATING OR
EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 22
MARCH 2013

GIVEN AT COMPANIES HOUSE, CARDIFF THE 26 MARCH 2013



Companies House



DY
**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**