



**Registration of a Charge**

Company name: **KELVINHILL ESTATES LTD**

Company number: **06763078**



X8F61WEJ

Received for Electronic Filing: **01/10/2019**

---

**Details of Charge**

Date of creation: **13/09/2019**

Charge code: **0676 3078 0005**

Persons entitled: **ALDERMORE BANK PLC**

Brief description:

**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: **LAWRENCE STEPHENS**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 6763078

Charge code: 0676 3078 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th September 2019 and created by KELVINHILL ESTATES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st October 2019 .

Given at Companies House, Cardiff on 2nd October 2019

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**

## ASSIGNMENT OF RENTAL INCOME

This Deed of Assignment is made on the Date between the Assignor and Aldermore Bank PLC, whose address for service is at 1st Floor, Block B, Western House, Lynch Wood, Peterborough, PE2 6FZ registered in England Company No. 947662 (the "Bank" which term shall include its transferees and assignees)			
Date	13 September 2019		
The Assignor	KELVINHILL ESTATES LTD (Company number 06763078) with registered office At First Floor, 94 Stamford Hill, London, England, N16 6XS		
The Property	4 and, 2 Navigator Square, London (N19 3TD)		
Tenure	Freehold		
Title Number	NGL862280		
Details of Rents	Amount	Payer/Tenant	Agreement Details
	£33,000 per annum	Midshires Care Limited	Lease of ground floor and basement premises at 2-4 Archway Close, Archway Road, London, N19 3TD dated 8.9.2017 expiring on 7.09.2027
	£1214 per month	Antonios Papadakos and Aliz-Eva Sanduj	Assured Shorthold Tenancy of Flat 5, 2-4 Navigator Square (formally Archway Close) London, N19 3TD
	£1300 per month	Aleksandar Illic and Wai Shan Luk	Assured Shorthold Tenancy of Flat 4, 2-4 Navigator Square (formally Archway Close) London, N19 3TD
	£1300 per month	Tracy Humphries	Assured Shorthold Tenancy of Flat 3, 2-4 Navigator Square (formally Archway Close) London, N19 3TD
	£1625 per month	Ida May Wennevold Griffiths and Alexandra Hochner	Assured Shorthold Tenancy of Flat 2, 2-4 Navigator Square (formally Archway Close) London, N19 3TD
	£1500 per month	Na Young Kim and Bradley Dong Hyun Ahn	Assured Shorthold Tenancy of Flat 1, 2-4 Navigator Square (formally Archway Close) London, N19 3TD
	£1250 per month	Fabio Cattaneo	Assured Shorthold Tenancy of Flat 7, 2-4 Navigator Square (formally Archway Close) London, N19 3TD
	£1170 per month	Simone Crispino and Silvia Mehmeti	Assured Shorthold Tenancy of Flat 6, 2-4 Navigator Square (formally Archway Close) London, N19 3TD
	£1083.33 per month	Maja Magdalena Lugowska	Assured Shorthold Tenancy of Flat 8, 2-4 Navigator Square (formally Archway Close) London, N19 3TD

**THIS DEED WITNESSES AS FOLLOWS:**

**2. INTERPRETATION**

In this Deed the following terms shall have the following meanings:

"Rental Income" means the gross rents, licence fees and other monies receivable now or at any time in the future by the Assignor in respect of or arising out of any lease or licence or any other agreement relating to the occupation of the Property.

**3. ASSIGNMENT**

3.1 As a continuing security for all monies and liabilities from time to time due, owing or incurred by the Assignor to the Bank, the Assignor hereby assigns to the Bank all Rental Income in favour of the Lender by way of first fixed charge as a continuing security for the payment and discharge of the monies and liabilities referred to above.

3.2 The Bank's rights under this Assignment are in addition to and without prejudice to any rights which the Bank or any receiver appointed by the Bank may have to the Rental Income under the Law of Property Act 1925 (or any statutory provisions amending, modifying or replacing the same).

**4. RENT AUTHORITIES**

4.1 The Assignor shall at any time on written demand from the Bank instruct (in such form as the Bank may require) all tenants and other occupiers of the Property to pay all Rental Income to such account in the name of the Bank as the Bank may elect and take all steps necessary to ensure compliance with such instructions including obtaining acknowledgements of assignment from any person.

4.2 In the event that the Assignor fails to comply with any demand of the Bank to issue any instructions under clause 3.1 the Bank shall have power in the name of the Assignor to give such instructions to the relevant tenants or occupiers.

4.3 The Bank may apply any Rental Income received as it considers fit towards discharge of the liabilities and monies secured by this Assignment.

**5. COVENANTS**

5.1 The Assignor covenants with the Bank:

5.1.1 promptly and at its own expense to take all action necessary (except forfeiture) to ensure that all Rental Income is paid at the times and in the manner prescribed and forthwith upon written request from the Bank to pay the Bank (without deduction or set off) all moneys received as Rental Income and to hold the same on trust for the Bank until so paid;

5.1.2 to ensure that no person other than the Bank obtains any right in respect of the Rental Income;

5.1.3 to comply with all rent review procedures related to the Rental Income and not to agree any revised rent without the prior written consent of the Bank (not to be unreasonably withheld or delayed).

**6. POWER OF ATTORNEY**

6.1 The Assignor by way of security irrevocably appoints the Bank to be the attorney of the Assignor (with full powers of substitution and delegation) for the Assignor in the name of or otherwise and on behalf of the Assignor and as the act and deed of the Assignor to sign, seal, execute, deliver, perfect and do all deeds, instruments, notices, documents, acts and things which the Assignor is obliged to do under the provisions contained in this Assignment and generally in the name of the Assignor and on behalf of the Assignor to exercise all or any of the powers, authorities and discretions conferred by this Assignment by law of the Bank and to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which they deem proper in the exercise of all or any of the powers, authorities and discretions conferred on the Bank under this Assignment.

**7. NO LIABILITIES AS MORTGAGEE IN POSSESSION**

7.1 Nothing contained in this Assignment shall be deemed to constitute the Bank as mortgagee in possession of the Property.

7.2 The Assignor agrees to ratify and confirm anything such attorney shall lawfully and properly do or purport to do by virtue of clause 5.

**8. COSTS AND EXPENSES**

8.1 All costs, charges and expenses (together with any VAT) incurred by the Bank in the preservation and enforcement of the security under this Assignment shall be reimbursed by the Assignor to the Bank on demand on a full indemnity basis.

**9. DISCHARGE**

9.1 The Bank shall at the request and cost of the Assignor discharge the security under this Assignment following the final unconditional and irrevocable payment and discharge of all the monies and liabilities hereby secured.

**10. SECURITY**

10.1 This Assignment is a continuing security and remains in force notwithstanding any fluctuation from time to time in the amount of monies and liabilities hereby secured.

10.2 The rights and powers conferred on the Bank under this Agreement are not affected by any release discharge, variation or invalidity of any other security held by the Bank.

10.3 The rights and powers conferred on the Bank under this Assignment are in addition to any right conferred on it by law and statute.

10.4 The Bank can assign or transfer its rights under this Assignment and disclose to any person connected with it and/or any person to whom it is proposing to transfer or assign or sub-participate or have transferred or assigned or sub-participated any of its rights under this Assignment (or any advisors) any information about the Assignor or any party connected or associated with the Assignor. The Assignor may not transfer its rights or obligations.

**IN WITNESS** whereof the Assignor has executed and delivered this Deed as a deed the day and year first above written.

**SIGNED AS A DEED AND DELIVERED by the Assignor** in the presence (where applicable) of the Witness(es):-

Individual Assignor(s)		
Assignor		Witnesses
(1)	Signature: Printed Name:	Signature: Printed Name:
(2)	Signature: Printed Name:	Signature: Printed Name:
(3)	Signature: Printed Name:	Signature: Printed Name:

Corporate Assignor	
The common seal of the Assignor was affixed to this Deed in the presence of	Director: Director/Secretary:

or execute as a Deed by

Name of Company: acting by two Directors or by a Director and its Secretary	Director: Director/Secretary:
Name of Company: <b>KELVINHILL ESTATES LTD</b> acting by one Director in the presence of a witness	Director: <i>S. Gimpel</i> Witness: Witness Name: <i>[Signature]</i> Address: <b>B. DUBINER LL.B (Hons)</b> <b>Solicitor</b> <b>1-2 TEMPLE FORTUNE PARADE</b> <b>BRIDGE LANE</b> <b>LONDON NW11 0QN</b>