

721 908/24

MR01

Particulars of a charge

Oyez

A fee is payable with this form  
Please see 'How to pay' on the  
last page

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

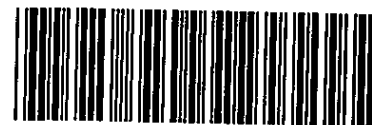
☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR02

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by an order extending the time for delivery.

☒ You must enclose a certified copy of the instrument with this form, scanned and placed on the public record.



A19 14/05/2014 #265  
COMPANIES HOUSE

WEDNESDAY

**1 Company details**

Company number 06088720

Company name in full Reliance Investments Ltd

**Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 01/05/2014

**3 Names of persons, security agents or trustees entitled to the charge**

Please show the names of each of the persons, security agents or trustees  
entitled to the charge

Name Norwich and Peterborough Building Society

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page

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

Description

Rents receivable under the leases of the whole or any part of the property known as Kings Arms Public House, 33 South Street, Isleworth and Land adjacent to The Kings Arms Public House South Street Isleworth and The Kings Arms Public House 21, 23 & 25 South Street Isleworth TW7 7AL

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☐ Yes

☒ No

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Particulars of a charge

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Trustee statement ①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature




X  X

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

# MR01

## Particulars of a charge

|   |                              |
|---|------------------------------|
|    | <b>Presenter information</b> |
| We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address. |                              |
| Contact name  | Lucy Hall                    |
| Company name  | Lester Aldridge LLP          |
| Address   |                              |
| Russell House   |                              |
| Oxford Road   |                              |
| BOURNEMOUTH   |                              |
| Post town   | Dorset                       |
| County/Region   |                              |
| Postcode  | B H 8 8 E X                  |
| Country   |                              |
| DX  | DX 7623 Bournemouth 1        |
| Telephone   | 01202 702621                 |
|    | <b>Certificate</b>           |
| 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.   |                              |
|    | <b>Checklist</b>             |
| We may return forms completed incorrectly or with information missing   |                              |
| Please make sure you have remembered the following:   |                              |
| <input type="checkbox"/> The company name and number match the information held on the public Register  |                              |
| <input type="checkbox"/> You have included a certified copy of the instrument with this form  |                              |
| <input type="checkbox"/> You have entered the date on which the charge was created  |                              |
| <input type="checkbox"/> You have shown the names of persons entitled to the charge   |                              |
| <input type="checkbox"/> You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8   |                              |
| <input type="checkbox"/> You have given a description in Section 4, if appropriate  |                              |
| <input type="checkbox"/> You have signed the form   |                              |
| <input type="checkbox"/> You have enclosed the correct fee  |                              |
| <input type="checkbox"/> Please do not send the original instrument, it must be a certified copy  |                              |

|   |                              |
|---|------------------------------|
|    | <b>Important information</b> |
| Please note that all information on this form will appear on the public record  |                              |
|    | <b>How to pay</b>            |
| A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper   |                              |
| Make cheques or postal orders payable to 'Companies House'  |                              |
|    | <b>Where to send</b>         |
| You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below   |                              |
| <b>For companies registered in England and Wales:</b><br>The Registrar of Companies, Companies House,<br>Crown Way, Cardiff, Wales, CF14 3UZ<br>DX 33050 Cardiff  |                              |
| <b>For companies registered in Scotland:</b><br>The Registrar of Companies, Companies House,<br>Fourth floor, Edinburgh Quay 2,<br>139 Fountainbridge, Edinburgh, Scotland, EH3 9FF<br>DX ED235 Edinburgh 1<br>or LP - 4 Edinburgh 2 (Legal Post) |                              |
| <b>For companies registered in Northern Ireland</b><br>The Registrar of Companies, Companies House,<br>Second Floor, The Linenhall, 32-38 Linenhall Street,<br>Belfast, Northern Ireland, BT2 8BG<br>DX 481 N R Belfast 1                         |                              |

|   |                            |
|---|----------------------------|
|    | <b>Further information</b> |
| For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a> |                            |
| This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>   |                            |



DX

**FILE COPY**

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

Company number: 6088720

Charge code: 0608 8720 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th May 2014 and created by RELIANCE INVESTMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th May 2014

Given at Companies House, Cardiff on 19th May 2014



**Companies House**



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



NORWICH &  
PETERBOROUGH  
BUILDING SOCIETY

I hereby certify that this copy is a true  
and complete copy of the original  
Dated this 13 day of May 2014.  
[Signature]  
SOLICITORS, RUSSELL HOUSE, OXFORD ROAD  
BOURNEMOUTH, DORSET BH8 8EX

## DEED OF ASSIGNMENT OF RENTAL INCOME

|                      |   |
|----------------------|---|
| Date                 | 12 May 2014   |
| We, the Society      | Yorkshire Building Society (trading as Norwich & Peterborough Building Society)<br>whose registered office is at Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ |
| Mortgage             | dated 12 May 2014<br>and made between the Mortgagor and the Society   |
| You, the Mortgagor : | RELIANCE INVESTMENTS LIMITED<br>of UNIT 1 ELYSTAN BUSINESS CENTRE SPINKAERO ROAD<br>HAYES MIDDLEX   |

### 1. DEFINITIONS

In this Deed, unless the context requires otherwise -

"Borrower" has the same meaning as in the Mortgage,

"Lease" mean the lease(s) specified in Schedule 1, and any lease of the whole or any part of the Property granted by you after the date of this Deed,

"Mortgage Debt" has the same meaning as in the Mortgage,

"Property" means the property described in Schedule 2,

"Rent" means all payments reserved as rent under any Lease, including any increased payments resulting from any rent review and any interest on such payments, but excluding any Value Added Tax charged on such payments, and

"Tenant" means any person at any time holding an interest in the Property under any Lease

### 2. ASSIGNMENT

As additional security for the Mortgage Debt, you assign to us, with full title guarantee, the exclusive right to receive the Rent

### 3. MORTGAGOR'S COVENANTS

You covenant with us -

- 3.1 if at any time we so require, to procure that all payments of Rent are made direct to us (into such account as we specify from time to time),
- 3.2 to ensure that no person other than us obtains or exercises any rights over the Rent,

- 3 3 to take (at your own expense) all action necessary (except forfeiture of the Lease) to ensure that the Rent is paid in accordance with the Lease,
- 3 4 if at any time we so require, to pay to us (without deduction or set off) all money received in respect of Rent,
- 3 5 to implement all rent reviews in respect of the Lease as soon as possible, to take all steps to settle any such review and to collect payments of Rent at the new level immediately after such review, but not to agree to the new level of Rent without our prior written consent (which we will not unreasonably withhold or delay),
- 3 6 not to waive any payment of Rent due,
- 3 7 to ensure that the Tenant does not become entitled to withhold any payment of Rent or become entitled to exercise any right of set off in respect of Rent,
- 3 8 to comply with the obligations on the part of the landlord in the Lease,
- 3 9 to enforce compliance by the Tenant of the Tenant's obligations under the Lease (and not to release the Tenant from any such compliance or waive any breach),
- 3 10 not to alter the terms of the Lease without our prior written consent,
- 3 11 not to grant any licence, consent or approval to the Tenant under the Lease without our prior written consent (which we will not unreasonably withhold or delay),
- 3 12 not to take any steps to forfeit the Lease without our prior written consent, but to take such steps if we require you to do so,
- 3 13 not to accept any surrender of any part of the Lease without our prior written consent,
- 3 14 (to the extent that the Lease so permits) not to allow any dealing with part of the Property nor allow any person other than the Tenant to occupy it,
- 3 15 not to grant or agree to grant any new lease, licence or other rights in respect of the Property, except -
  - 3 15 1 to the extent of any security of tenure enjoyed by the Tenant under any statute, or
  - 3 15 2 with our prior written consent,
- 3 16 to enter into a further deed in relation to Rent payable under any new lease or licence of the Property, as we may request,
- 3 17 to pay all rent and perform all other obligations on the part of the lessee under any superior lease under which you hold the Property, and to procure due performance by the landlord of all lessor's obligations under any such lease, and
- 3 18 to give any notice to the Tenant regarding the terms of this Deed as we may require

#### **4. SOCIETY'S COVENANTS**

We covenant with you -

- 4 1 if we receive payment of any Rent, to pay to you any part of it that relates to reimbursement by the Tenant of the cost of any insurance premium paid by you or to any service charge or management costs imposed on the Tenant, however, you must provide us with satisfactory evidence of such charges and payment, and
- 4 2 after repayment in full of the Mortgage Debt, to reassign to you the right to receive the Rent, at your cost and at your request, and subject to any right of consolidation that we may have under the Mortgage

## **5. BORROWER'S WARRANTIES**

You represent and warrant to us that -

- 5 1 you are entitled to receive the Rent,
- 5 2 you have not disposed of, or charged, your right to receive the Rent, and
- 5 3 you are entitled, and have obtained all necessary authorisations, to enter into this Deed

## **6. CONTINUING SECURITY**

This Deed is -

- 6 1 a continuing security,
- 6 2 not affected by changes in the Mortgage Debt,
- 6 3 in addition to, and not affected by, any other security we hold for the Mortgage Debt,
- 6 4 not prejudiced or affected by any payment that may be avoided under any applicable insolvency legislation,
- 6 5 not affected by the invalidity of any other security for the Mortgage Debt, or any failure to put it in place, or any waiver, release or variation of the Mortgage or any other security for the Mortgage Debt,
- 6 6 not affected by the insolvency, death, mental incapacity or change of constitution of the Mortgagor or the Borrower or any other person, and
- 6 7 not affected by any other action that we take, or fail to take, to enforce the Mortgage Debt or any other security for it, or by our giving the Borrower time to pay or any other concession

## **7. RIGHTS OF THE SOCIETY**

We are entitled -

- 7 1 to exercise our rights under this Deed without being required to enforce the Mortgage or any other security for the Mortgage Debt, to take any proceedings against the Borrower or any other person, or to make any claim in the bankruptcy, winding-up or liquidation of the Borrower or any other person providing security for the Mortgage Debt,
- 7 2 to transfer the benefit of this Deed in the same way as we may transfer the Mortgage,
- 7 3 to take action (including legal proceedings) against the Tenant in the name of the Mortgagor,
- 7 4 to be paid all the costs and expenses incurred by us (and by every receiver, manager or agent appointed by us under this Deed or the Mortgage), in exercising our rights under this Deed

## **8. FURTHER ASSURANCE**

- 8.1 You irrevocably appoint us, and any person nominated in writing under the hand of any officer of the Society, as your attorney to do all acts and things, and execute all documents, required to perfect and enforce the security created by this Deed
- 8 2 You agree to pay our costs, fees and expenses (including disbursements and Value Added Tax) in respect of the giving (or refusing) or any consents or licences required under this Deed, and all other costs and expenses incurred by us in connection with the Lease and any legal proceedings or procedures contemplated under this Deed



## 9. GENERAL

- 9 1 If any provision of this Deed is or proves to be unenforceable under any applicable law, the enforceability of the other provisions is not affected
- 9 2 A certificate given by the Society as to the amount of any sum due from you to us under this Deed will, except for obvious error, be conclusive and binding on you
- 9 3 Neither the restriction on consolidating mortgage securities contained in Section 93, Law of Property Act 1925, nor the restrictions contained in Section 103, Law of Property Act 1925 apply to this Deed
- 9 4 Notices under this Deed may be given in accordance with the relevant provisions of the Mortgage
- 9 5 This Deed is governed by English law

## 10. INTERPRETATION

In this Deed, where the context admits -

- 10 1 "you" and "the Mortgagor" includes your personal representatives and successors in title,
- 10 2 "we" and "the Society" includes our successors in title and assigns;
- 10 3 where either party consists of two or more persons, obligations on the part of such party are joint and several,
- 10 4 any reference to any statute includes any modification or re-enactment of it, and any instruments or regulations made under it,
- 10 5 the singular includes the plural,
- 10 6 references to one gender include all other genders, and
- 10 7 clause headings are not to be taken into account in its interpretation

**IN WITNESS** whereof the parties have executed this Deed and delivered it on the date first above written

### SCHEDULE 1: THE LEASE

| DATE       | PARTIES  | TERM      | CURRENT RENT            | RENT REVIEWS                 |
|------------|--|-----------|-------------------------|------------------------------|
| 18/12/2013 | Reliance Investments Ltd and Co-operative Group Food Ltd | 15 years  | £66,000 plus VAT a year | 18/12/2018 and 18/12/2023    |
| 9/9/2013   | Reliance Investments Ltd<br>Harkiran Kaur Kalsi          | 999 years | £150 a year             | 31/12/2037 & every 25 years  |
| 9/10/2013  | Reliance Investments Ltd<br>Vikas Kumar Bhatta           | 155 years | £150 a year             | 31/12/2037 & every 25 years  |
| 9/9/2013   | Reliance Investments Ltd<br>Harkiran Kaur Kalsi          | 999 years | £150 a year             | 31/12/2037 & every 25 years  |
| 16/01/2014 | Reliance Investments Ltd<br>Ruchi Bhatta                 | 155 years | £150 a year             | 31/12/2037 & every 25 years  |
| 10/07/2013 | Reliance Investments Ltd<br>Vivek Gupta and Anshul Gupta | 155 years | £150 a year             | 31/12/2037 & every 25 years. |
| 05/07/2013 | Reliance Investments Ltd<br>Vivek Gupta and Anshul Gupta | 155 years | £150 a year             | 31/12/2037 & every 25 years. |
| 10/07/2013 | Reliance Investments Ltd and Sadar                       | 155 years | £150 a year             | 31/12/2037 & every 25 years. |

LA

SIGNED as a Deed by \_\_\_\_\_ )

\_\_\_\_\_ )

in the presence of \_\_\_\_\_ )

SIGNED as a Deed by \_\_\_\_\_ )

\_\_\_\_\_ )

in the presence of \_\_\_\_\_ )

SIGNED as a Deed by Reliance )

Investments Ltd<sup>un</sup> Limited )

acting by \_\_\_\_\_ )

Director

*Indrajit Nabbai*

Director/Secretary

*Ray - 38*

THE COMMON SEAL of \_\_\_\_\_ )

\_\_\_\_\_ Limited )

was hereunto affixed \_\_\_\_\_ )

in the presence of \_\_\_\_\_ )

SIGNED for and on behalf of \_\_\_\_\_ )

the Society \_\_\_\_\_ )

Authorised Officer