



Registration of a Charge

Company name: **RELIANCE INVESTMENTS LTD**

Company number: **06088720**

Received for Electronic Filing: **05/06/2020**



X96LEAPM

Details of Charge

Date of creation: **28/05/2020**

Charge code: **0608 8720 0016**

Persons entitled: **UNION BANK OF INDIA (UK) LIMITED**

Brief description: **THE FREEHOLD LAND SHOWN EDGED WITH RED ON THE PLAN OF THE TITLE FILED AT THE HM LAND REGISTRY AND BEING INNOVATION HOUSE, 292 WORTON ROAD, ISLEWORTH TW7 6EL, WHICH IS REGISTERED AT THE HM LAND REGISTRY UNDER TITLE NUMBER AGL339690.**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

CND PARKER



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6088720

Charge code: 0608 8720 0016

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th May 2020 and created by RELIANCE INVESTMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th June 2020 .

Given at Companies House, Cardiff on 5th June 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

EXECUTION COPY

DATED

28 MAY 2020

SUPPLEMENTAL LEGAL MORTGAGE

between

RELIANCE INVESTMENTS LTD

and

UNION BANK OF INDIA (UK) LIMITED

CND PARKER

Solicitors

Thomas Ford House
23-24 Smithfield Street
London EC1A 9LF

Tel: 02079363919
Fax: 02079361931
Email: info@cndparker.com
www.cndparker.com

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THIS DEED is dated 28 MAY 2020

PARTIES

- (1) **RELIANCE INVESTMENTS LTD**, incorporated and registered in England and Wales with company number 06088720 and having its registered office at Top Floor, Bridgewater House, 866-868 Uxbridge Road, Hayes, Middlesex, London UB4 0RR, United Kingdom (hereinafter referred to as the “**Borrower**” which expression shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns).
- (2) **UNION BANK OF INDIA (UK) LIMITED** incorporated and registered in England and Wales with company number 07653660 and having its registered office and branch office at Senator House, 85 Queen Victoria Street, London EC4V 4AB, United Kingdom (hereinafter referred to as the “**Lender**” which expression, shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns).

BACKGROUND

- (A) This deed is supplemental to the Legal Charge.
- (B) The Borrower owns the Mortgaged Property.
- (C) Under this deed, the Borrower provides security to the Lender for the loan facilities made available from time to time.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context otherwise requires, terms defined in the Legal Mortgage shall have the same meaning when used in this deed including, for the avoidance of doubt, when used in provisions of the Legal Mortgage incorporated by reference into this deed. The following definitions also apply in this deed.

Legal Mortgage: the legal charge dated 28 June 2017 between the Borrower and the Lender.

Second Amendment Agreement: the second amendment and restatement agreement dated 28 MAY 2020 relating to the Original Facility Agreement dated 28 June 2017 between the Borrower and the Lender.

Mortgaged Property: the freehold property (whether registered or unregistered) owned by the Borrower described in Schedule 1.

Secured Liabilities: all present and future monies, obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Legal Mortgage or this deed (including, without limitation, those arising under the Legal Mortgage as incorporated into this deed), together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.

Supplemental Insurance Policy: each contract and policy of insurance effected or maintained by the Borrower from time to time in respect of the Mortgaged Property.

Supplemental Secured Assets: all the assets, property and undertaking for the time being subject to the Security created by, or pursuant to, this deed (and references to the Supplemental Secured Assets shall include references to any part of them).

1.2 Incorporation of interpretation and other provisions

The provisions of clauses 1.2 to 1.8 of the Legal Mortgage shall (as far as the context permits) apply to this deed as if set out in this deed in full except that references in those clauses to "this deed" shall be construed as references to this deed.

1.3 Nature of security over real property

A reference in this deed to a charge or mortgage of or over the Mortgaged Property includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) that are situated on or form part of that Mortgaged Property at any time;
- (b) the proceeds of the sale of any part of that Mortgaged Property and any other monies paid or payable in respect of or in connection with that Mortgaged Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of that Mortgaged Property and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of that Mortgaged Property.

2. COVENANT TO PAY

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

3. GRANT OF SECURITY

3.1 Legal mortgage

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender, by way of first legal mortgage, the Mortgaged Property.

3.2 Fixed charges

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lender, by way of first fixed charge:

- (a) all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Mortgaged Property; and
- (b) all licences, consents and authorisations (statutory or otherwise) held or required in connection with the Borrower's business carried on at the Mortgaged Property or the use of any Supplemental Secured Asset, and all rights in connection with them.

3.3 Assignment

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee assigns to the Lender absolutely, subject to a proviso for reassignment on irrevocable discharge in full of the Secured Liabilities all its rights in each Supplemental Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Supplemental Insurance Policy.

4. REPRESENTATIONS AND WARRANTIES

4.1 Incorporation of representations and warranties

The representations and warranties set out in clause 6 of the Legal Charge shall apply to this deed as if set out in this deed in full (with the necessary modifications) and as if references in those clauses to:

- (a) "this deed" were to this deed;
- (b) an "Insurance Policy" were to a Supplemental Insurance Policy;
- (c) a "Property" were to the Mortgaged Property; and
- (d) "Secured Assets" were to the Supplemental Secured Assets.

4.2 Times for making representations and warranties

The representations and warranties referred to in clause 4.1 are made by the Borrower on the date of this deed in relation to the Supplemental Secured Assets [and the representations and warranties contained in clause 6 of the Legal Charge and incorporated by reference into this deed are deemed to be repeated in relation to the Supplemental Secured Assets on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

5. COVENANTS

5.1 Negative pledge and disposal restrictions

The Borrower shall not at any time, except with the prior written consent of the Lender:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Supplemental Secured Asset other than any Security created by this deed or the Legal Charge;
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of, or any interest in, the Supplemental Secured Assets; or
- (c) create or grant (or purport to create or grant) any interest in the Supplemental Secured Assets in favour of a third party.

5.2 Notices to be given by the Borrower

The Borrower shall immediately on the execution of this deed (or, if later, the date of acquisition of the relevant Supplemental Secured Asset):

- (a) give notice to each insurer that it has assigned its rights and interest in and under each Supplemental Insurance Policy (including the proceeds of any claims under that Supplemental Insurance Policy) under clause 0 and procure that each addressee of any such notice provides to the Lender within five Business Days an acknowledgement of the notice of the Lender's interest.
- (b) The Borrower shall obtain the Lender's prior approval of the form of any notice or acknowledgement to be used under this clause 5.2.

6. PERFECTING THE SECURITY

6.1 Registration at the Land Registry

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction to be registered against its title to the Mortgaged 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 28 MAY 2020 in favour of Union Bank of India (UK) Limited referred to in the charges register."

6.2 Further advances

The Lender covenants with the Borrower that it shall perform its obligations to make advances under the Second Amendment Agreement (including any obligation to make available further advances).

7. INCORPORATION OF TERMS FROM LEGAL CHARGE

The provisions of the relevant clauses of the Legal Charge shall apply to this deed and the Security constituted by it as if set out in this deed in full (with the necessary modifications) and this deed shall be construed with the intent and effect that all the rights, obligations, covenants, assurances and provisions, express or implied, contained in or subsisting in relation to the Legal Charge in those provisions shall apply to this deed and to the Security constituted by it as if expressly set out in this deed and as if references in the Legal Charge to:

- (a) "this deed" were to this deed;
- (b) an "Insurance Policy" were to a Supplemental Insurance Policy;
- (c) a "Property" was to the Mortgaged Property;
- (d) "Secured Assets" were to the Supplemental Secured Assets.

8. CONTINUATION OF EXISTING SECURITY

8.1 Legal Charge remains in full force and effect

Except as supplemented by this deed, the Legal Charge remains in full force and effect. The definition of "Secured Assets" contained in the Legal Charge shall, for the avoidance of doubt, include all, or the relevant part, of the rights, property, assets and undertaking mortgaged, charged or assigned, as the case may be, under clause 3.

8.2 References to this deed in Legal Charge

References in the Legal Charge to "this deed" and similar expressions are deemed to be references to the Legal Charge as supplemented by this deed.

8.3 Designation as a Finance Document

This deed is designated a Finance Document.

9. COUNTERPARTS

9.1 Counterparts

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

10. NOTICES

10.1 Delivery

Any notice or other communication given to a party under or in connection with this deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and
- (c) sent to:

- (i) the Borrower at:

RELIANCE INVESTMENTS LTD

Top Floor, Bridgewater House

866-868 Uxbridge Road

Hayes, Middlesex

London

UB4 0RR

For the attention of: The Director(s)

- (ii) the Lender at:

UNION BANK OF INDIA (UK) LIMITED

Senator House

85 Queen Victoria Street

London

EC4V 4AB

United Kingdom

Fax: +44 207 332 4251

For the attention of: The Credit Head
or to any other address or fax number as is notified in writing by one party
to the other from time to time.

10.2 Receipt by Borrower

Any notice or other communication that the Lender gives to the Borrower shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if sent by fax, when received in legible form.

A notice or other communication given as described in clause 10.2(a) or clause 10.2(c) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

10.3 Receipt by Lender

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

10.4 Service of proceedings

This clause 10 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

10.5 No notice by email

A notice or other communication given under or in connection with this deed is not valid if sent by email.

11. GOVERNING LAW AND JURISDICTION

11.1 Governing law

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

11.2 **Jurisdiction**

Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this deed or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of that other jurisdiction.

11.3 **Other service**

The Borrower irrevocably consents to any process in any legal action or proceedings under clause 11.2 being served on it in accordance with the provisions of this deed relating to service of notices. Nothing contained in this deed shall affect the right to serve process in any other manner permitted by law.


This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1 Mortgaged Property


The freehold land shown edged with red on the plan of the title filed at the HM Land Registry and being Innovation House, 292 Worton Road, Isleworth TW7 6EL which is registered at the HM Land Registry under Title Number AGL339690 as shown on the register of title on 18 May 2020.

1. The land shown edged with red on the plan of the title filed at the HM Land Registry and being Innovation House, 292 Worton Road, Isleworth TW7 6EL which is registered at the HM Land Registry under Title Number AGL339690 as shown on the register of title on 18 May 2020.

Executed as a deed by **Reliance Investments Ltd** acting by Mr Rajinder Singh Makkar, a director


Mr Rajinder Singh Makkar
Director


In the presence of:


Signature of Witness:
Name:
Address:
Occupation:

MANDEEP SINGH
6 Barnacre Close
Uxbridge UB8 3TD
T: 0208 848 0300
MANAGER

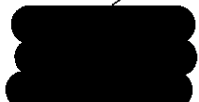
Executed as a deed by **Union Bank of India (UK) Limited** acting by

Master Ashish


Master Ashish

Authorised signatory for Union Bank
of India (UK) Limited

In the presence of:


Signature of Witness:

Name: Ashish Ransal
Address: UBI UK Ltd, Senator House, EC4V 4AB
Occupation: Bank officer