



Registration of a Charge

Company Name: **SMITHS HOUSE UK LTD**

Company Number: **09875213**



Received for filing in Electronic Format on the: **04/08/2021**

XAA6Y10R

Details of Charge

Date of creation: **23/07/2021**

Charge code: **0987 5213 0005**

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

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 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: 9875213

Charge code: 0987 5213 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd July 2021 and created by SMITHS HOUSE UK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th August 2021 .

Given at Companies House, Cardiff on 6th August 2021

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

23 JULY 2021

SMITHS HOUSE UK LTD

AND

UNION BANK OF INDIA (UK) LIMITED

LEGAL CHARGE OVER BANK ACCOUNT

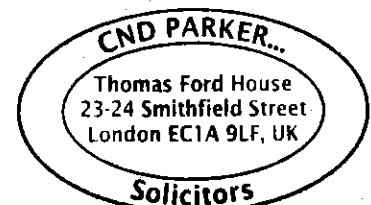
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Solicitors

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we certify that this appears to
be a True Copy of the original
documents produced to meub
on 28 JULY 2021

CND PARKER
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THIS DEED is made on 23 JULY 2021

BETWEEN:

- (A) **SMITHS HOUSE UK LTD**, incorporated and registered in England and Wales with company number 09875213 and having its registered office at Top Floor, Bridgewater House, 866-868 Uxbridge Road, Hayes, Middlesex 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).
- (B) **UNION BANK OF INDIA (UK) LIMITED**, incorporated and registered in England and Wales with company number 07653660 and having its registered 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).

WHEREAS:

- (A) The Borrower has requested the Lender to make available to it and the Lender has agreed to make available to the Borrower, the secured credit facility on the terms of the Facility Agreement between the Borrower and the Lender.
- (B) The Lender has offered the above referred Facility on a secured basis to the Borrower in its offer letter dated 12 July 2021, which offer was duly accepted by the Borrower upon approval from its board of directors on 13 JULY 2021.
- (C) The Lender has agreed to make available to the Borrower the Facility set out in recital A above on the terms and conditions set out in the Facility Agreement executed between the parties dated 23 JULY 2021.
- (D) One of the conditions to the Lender's willingness to enter into the Facility Agreement and making the Facility available to the Borrower is the Borrower maintaining a Bank Account with the Lender to secure the liabilities of the Borrower under the Facility Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations, warranties, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Borrower and the Lender hereby agree as follows:

1. INTERPRETATION

1.1 In this Charge the following meanings shall be ascribed to the defined terms:

Advance: an advance made, or to be made, by the Lender to the Borrower under the Facility Agreement, or the principal amount of an advance outstanding.

Bank Account: a designated bank account in the name of the Borrower with the Lender as that account may be renumbered or redesignated from time to time and all rights of the Borrower in relation to such account.

Business Day: a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market.

Charged Accounts: the Bank Account and includes any sub-account, any re-designation of that account and any account substituted as the Charged Accounts by agreement between the parties.

Charged Balance: means all monies for the time being in the Charged Accounts and all interest accrued from time to time.

Facility: the secured credit facility provided by the Lender to the Borrower under the terms of the Facility Agreement.

Facility Agreement: the facility agreement made between the Borrower and the Lender in relation to the Facility dated 23 JULY 2021.

Lender: includes, unless the context otherwise requires, the successors and assigns of the Lender and all the branches of the Lender from time to time, whether in England or elsewhere.

Indebtedness: means all the Borrower's present or future indebtedness to the Lender, including (without limitation) on account of money advanced, obligations with respect to letters of credit, bonds, guarantees and indemnities or other form of undertaking, whether present, future, actual or contingent and whether or not matured or accrued due and whether incurred solely, severally or jointly with any other person and whether in British pounds or in any other currency, together with interest, commission, Lender charges and any other costs, charges and legal expenses (on a full indemnity basis) charged or incurred by the Lender and including those arising from the Lender perfecting or enforcing or attempting to enforce this Charge or any other security (and its rights thereunder) held by the Lender.

Interest Period: each period for which interest is calculated and payable on each Advance under the terms of the Facility Agreement.

2. COVENANT TO PAY

- 2.1 The Borrower covenants with the Lender that it will pay and discharge all monies and liabilities now or at any time in the future due by the Borrower to the Lender on any account related to the Facility, whether actual or contingent and whether as principal or surety, together with all interest, charges, costs and expenses.
- 2.2 The Borrower shall pay interest (as well after as before any judgment) at the rate or rates applicable under the Facility Agreement giving rise to the relevant liabilities.

3. CHARGE

- 3.1 The Borrower charges to the Lender by way of first fixed charge (the "**Charge**") as a continuing security for the Indebtedness with full title guarantee and as a continuing security for the monies and liabilities referred to in clause 2.1 and releases to the Lender as a

continuing security all its right, title and interest in the Charged Accounts and the Charged Balance until all Indebtedness to the Lender has been repaid and satisfied.

- 3.2 The Borrower represents and warrants that it is and shall be the sole owner beneficially entitled to the Charged Accounts and the Charged Balance, free from any mortgage, lien, security or other encumbrance.

4. RESTRICTIONS

The Borrower shall **not** without the prior written consent of the Lender:

- (1) assign, create, attempt to create, or permit to subsist any mortgage, lien, security or other encumbrance on over any part of the Charged Accounts or the Charged Balance.; or
- (2) withdraw the Charged Balance or any part of it during the continuance of this Charge and satisfaction of all liabilities owed to the Lender under the Facility Agreement.

5. COVENANTS BY THE BORROWER

- 5.1 The Borrower covenants with the Lender at all times during the continuance of this security the Charge shall:

- (1) be a continuing security, notwithstanding the existence of nil balance on the Charged Accounts at any time or any fluctuation in the level of the Indebtedness;
- (2) not be discharged or affected by any failure of, or defect in, any agreement executed by or on behalf of the Borrower in respect of any Indebtedness, nor by any legal limitation or lack of any borrowing powers of the Borrower or lack of authority of any person appearing to be acting for the Borrower or by any other fact or circumstances (whether known or not to the Borrower or the Lender) as a result of which any Indebtedness may be rendered illegal, void or unenforceable by the Lender;
- (3) remain binding on the Borrower notwithstanding any amalgamation, re-construction, re-organisation, merger, sale or transfer by or involving the Lender or its assets and this Charge and all rights conferred on the Lender may be assigned or transferred by the Lender accordingly; and
- (4) be additional and without prejudice to any other securities which the Lender may hold from time to time.

6. POWER OF ATTORNEY

- 6.1 The Borrower irrevocably appoints the Lender and any person nominated by the Lender jointly and also severally, as the attorney and attorneys of the Borrower for the Borrower and in the name and on behalf of the Borrower and as the act and deed of the Borrower or otherwise to sign, seal and deliver and otherwise perfect any deed, assurance, agreement,

instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge.

- 6.2 The Borrower ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Charge.

7. LENDER'S RIGHTS AND POWERS

7.1 Lender's set-off rights

The Lender may at any time after this Charge has become enforceable and without notice to the Borrower combine or consolidate all or any of the Borrower's then existing accounts and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Borrower to the Lender on any other account or in any other respects. The Lender shall notify the Borrower that such a transfer has been made.

- 7.2 The Lender is irrevocably authorised without prior notice to the Borrower at all times or time without restriction:

- (1) to appropriate the whole or any part or parts of the Charged Accounts and/or the Charged Balance in or towards payment or discharge of any or all of the Indebtedness;
- (2) for the purposes of any such appropriation to convert the whole or any part or parts of the Charged Accounts and/or the Charged Balance at the expense of the Borrower into any currency other than that in which the same is or are then held by the Lender.

7.3 Power to remedy

The Lender shall be entitled (but shall not be obliged) to remedy a breach at any time by the Borrower of any of its obligations contained in this charge and the Borrower irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.

7.4 Exercise of rights

The rights of the Lender under this clause 7 are without prejudice to any other rights of the Lender under this charge. The exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

7.5 Prior Encumbrances

At any time after the security constituted by this charge has become enforceable, or after any powers conferred by any encumbrance having priority to this charge shall have become exercisable, the Lender may:

- (1) redeem such or any other prior encumbrance, or procure its transfer to itself; and
- (2) settle and pass any account of the holder of any prior encumbrance.

Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Borrower. All monies paid by the Lender to an encumbrancer in settlement of such an account shall, as from its payment by the Lender, be due from the Borrower to the Lender on current account and shall bear interest at the default rate of interest specified in the Facility Agreement and be secured as part of the Indebtedness.

7.6 Conversion of currency

For the purpose of, or pending the discharge of, any of the Indebtedness, the Lender may convert any monies received, recovered or realised by the Lender under this charge from their existing currencies of denomination into such other currencies of denomination as the Lender may think fit. Any such conversion shall be effected at the Lender's then prevailing spot selling rate of exchange for such other currency against the existing currency.

7.7 Indulgence

The Lender may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person that is not a party to this charge (whether or not such person is jointly liable with the Borrower) in respect of any of the Indebtedness, or of any other security for them, without prejudice either to this charge or to the liability of the Borrower for the Indebtedness.

8. COSTS

All costs, charges and expenses incurred by the Lender in relation to this Charge or the preservation or enforcement or attempted enforcement of the Lender's rights under this Charge shall be reimbursed by the Borrower to the Lender on demand on a full indemnity basis and, until so reimbursed, shall carry interest from the date of payment to the date of reimbursement.

9. INDEMNITY

The Lender and every nominated attorney or other person appointed by the Lender under this Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Charge and against all actions, proceedings, losses, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Accounts and the Lender may retain and pay all sums in respect of the same out of the Charged Balance.

10. CONTINUING SECURITY

This Charge shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Accounts or to any other account or any other security which the Lender may now or at any time in the future hold in respect of the liabilities secured by this Charge or any of them and shall continue in full force and effect as a continuing security until discharged.

11. NOTICES

11.1 Each notice or other communication required to be given under, or in connection with this Charge shall be:

- (a) in writing, delivered personally or sent by pre-paid first-class letter or fax;
- (b) and sent:

(1) to the Borrower at:

Smiths House UK Ltd

Top Floor, Bridgewater House

866-868 Uxbridge Road

Hayes, Middlesex

UB4 0RR

United Kingdom

For the attention of: The Director(s)

(2) to 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

To the attention of: The Credit Head

or to such other address or fax number as is notified in writing by one party to the other from time to time.

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

- (a) if sent by fax, when received in legible form;
- (b) if given by hand, at the time of actual delivery; and
- (c) if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

11.3 A notice or other communication given as described in clause 11.2(a) or clause 11.2(b) on a day which 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.

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

12. MISCELLANEOUS

- 12.1 The Lender shall have the right to assign the whole or any part of the benefit of this Charge and the Lender shall be entitled to disclose any information to any actual or prospective assignee or successor of the Lender.
- 12.2 No delay or omission on the part of the Lender in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it, nor shall any single, partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.
- 12.3 The Lender's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient.
- 12.4 Any waiver by the Lender of any terms of this Charge or any consent or approval given by the Lender under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.
- 12.5 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity and enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.
- 12.6 Any certificate or determination of the Lender as to the amount of the liabilities secured by this Charge shall, in the absence of manifest error, be conclusive and binding on the Borrower.

13. LAW AND JURISDICTION

- 13.1 This Charge is governed by and shall be construed in accordance with English law and the Borrower irrevocably submits to the non-exclusive jurisdiction of the English courts.
- 13.2 The submission to the jurisdiction in clause 13.1 shall not prevent proceedings being taken in any other competent court at the sole option of the Lender, this provision being solely for the benefit of the Lender.

14. DELIVERY


This document shall be presumed to be delivered and is intended by the parties to be a deed (and shall be or take effect as a deed) only when and not before it is dated.

IN WITNESS WHEREOF this Deed has been entered into and delivered on the day and year first written above.

Executed as a deed by SMITHS
HOUSE UK LTD acting by Mr
Rajinder Singh Makkar, director


Mr Rajinder Singh Makkar
Director

In the presence of:



.....
Signature of Witness:

Name:
Address:
Occupation: MANAGER

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


Executed as a deed for and on behalf
of UNION BANK OF INDIA (UK)
LIMITED acting by its duly authorised
attorney

KUNDAN LAL


KUNDAN LAL

Authorised Signatory for Union Bank
of India (UK) Limited


In the presence of:


.....
Signature of Witness:

Name: KRINENDRA PROJTWAL
Address: C36 WEST CROMWELL ROAD
Occupation: DY. MANAGER


Executed as a deed for and on behalf
of UNION BANK OF INDIA (UK)
LIMITED acting by its duly authorised
attorney

Master Abhishek


Master Abhishek

Authorised Signatory for Union Bank
of India (UK) Limited

In the presence of:


.....
Signature of Witness:

Name: KRINENDRA PROJTWAL
Address: C36 WEST CROMWELL ROAD
Occupation: DY. MANAGER