



Registration of a Charge

Company name: **AMPLE GRID HOLDINGS LIMITED**

Company number: **11683839**



X86EQ6VN

Received for Electronic Filing: **28/05/2019**

Details of Charge

Date of creation: **14/05/2019**

Charge code: **1168 3839 0001**

Persons entitled: **PUNJAB NATIONAL BANK (INTERNATIONAL) LIMITED**

Brief description: **AS PER DEBT SERVICE RESERVE ACCOUNT CHARGE**

Contains fixed charge(s).

Contains floating 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: **ALKA JASOOJA**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11683839

Charge code: 1168 3839 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th May 2019 and created by AMPLE GRID HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th May 2019 .

Given at Companies House, Cardiff on 28th May 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

14 May 2019

This Debt Service Reserve Account Charge is made the [●] day of [●] 2019.

Between:

- (1) **Ample Grid Holdings Limited**, (Company registration number 11683839) a company incorporated in England and Wales and having its registered office at Millbank House, 12 Mandervell Road, Leicester, England, LE2 5LQ, (the "Borrower"); and
 - (2) **Mr. Jagjit Singh Bahi**, having British Passport number 525069894 and having his permanent residential address at Tanglewood, Stretton Road, Great Glen, Leicester LE8 9GP; (the "Guarantor")
 - (3) **Mrs. Sukhbir Kaur Bahi**, having British Passport number 551585584 and having his permanent residential address at Tanglewood, Stretton Road, Great Glen, Leicester LE8 9GP; (the "Guarantor")
- Both 1, 2 & 3 collectively and severally referred as the 'Chargor'

in favour of

- (1) **Punjab National Bank (International) Limited** (Company registration number 05781326) a company incorporated in England and Wales and having its registered office at 1 Moorgate, London-EC2R 6JH (the "Lender", used interchangeably);

Background:

- (A) The Lender has agreed to make available to the Chargor a term loan facility up to GBP 130,000 (One Hundred Thirty Thousands British Pounds only), by way of a Facility Agreement dated on and around the date of this Agreement (the "Facility Agreement") between, amongst others, the Chargor as Borrower and the Guarantors and the Finance Parties.
- (B) It is a requirement of the Facility Agreement that the Chargor enter into this Charge.

1. Definitions and Interpretation

- 1.1 In this Charge, unless the context otherwise requires, the following words have the following meanings:

"Account"	Account number : Account name: maintained with the Account Bank at the Branch;
"Account Bank"	Punjab National Bank (International) Limited;
"Branch"	160, Belgrave Road, Leicester, United Kingdom;
"Charge"	this debt service account charge;
"Deposit"	An amount of £3,000/- (GBP Three Thousands only) along with accrued interest to be maintained until final lease is signed and first rental income is credited in Account; and
"Indebtedness"	all money and liabilities, present or future, actual or contingent (including liabilities as surety or guarantor), for which the Chargor is now or may at any time or times after this date be indebted or liable to the Finance Parties on any account or in any manner whatsoever under the Finance Documents and whether alone or jointly with any other person, together with all interest, costs, commissions, charges and expenses which the Lender and/or the Account Bank may in the course of its business as bankers charge against the Chargor and all costs, charges and expenses (including all legal fees and expenses) which the Lender may incur in

enforcing or obtaining payment from the Chargor or in attempting to do so.

1.2 In this Charge, unless the context otherwise requires, terms defined in the Facility Agreement have the same meaning and:

- 1.2.1 any reference to any legislation or legislative provision shall be construed as a reference to that legislation or provision as amended, re-enacted or extended at the relevant time;
- 1.2.2 any reference to a person shall be construed as a reference to any person, corporate entity, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
- 1.2.3 the table of contents and headings are inserted for ease of reference only and shall not affect the construction of this Charge;
- 1.2.4 any reference to the masculine gender shall include the feminine and neuter and vice versa;
- 1.2.5 any reference to the singular shall include the plural and vice versa;
- 1.2.6 any phrase introduced by the terms "include", "including", "particularly" or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
- 1.2.7 where any party comprises two or more persons, any obligations of that party in, under or arising from this Charge is undertaken by or binding upon such two or more persons jointly and severally;
- 1.2.8 references to any party to this Charge include its successors-in-title and permitted assignees;
- 1.2.9 references to numbered clauses, schedules or paragraphs are references to the relevant clauses or schedules in this Charge or the relevant paragraph of this Charge respectively;
- 1.2.10 any reference to "written" or "writing" includes faxes (but not email) or other transitory forms;
- 1.2.11 references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court official or any legal concept, state of affairs or thing shall in respect of any jurisdiction other than England be deemed to include that which most approximates in that jurisdiction to the English legal term;
- 1.2.12 references to times of the day are to London time and references to a day are to a period of 24 hours commencing at midnight at the start of the day;
- 1.2.13 any document expressed to be "in the agreed form" or "in the agreed terms" means a document in a form approved by (and for the purposes of identification signed or initialled by or on behalf of) the parties to this Charge.

2. Exclusion of Third Party Rights

Unless expressly stated in this Charge, nothing in this Charge shall confer any rights on any person under the Contracts (Rights of Third Parties) Act 1999.

3. Finance Document

This Charge is a Finance Document.

4. Deposit

The Chargor has agreed to deposit with the Account Bank at its Branch the Deposit on or before the Utilisation Date)

5. Agreement by the Chargor

In consideration of the Lenders agreeing to make or continuing to make loans or advances to the Chargor or incurring liabilities on behalf of the Chargor by way of acceptance or discount or negotiation of bills of exchange or in respect of documentary credits or standby credits or collections or otherwise in any way whatsoever, whether at the Branch or at any other office or offices of the Lender the Chargor undertakes to and agrees with the Lender as follows in Clauses 6 (*Charge*) to 22 (*Governing law and Jurisdiction*).

6. **Charge**

The Deposit shall be and is hereby charged to the Lender by way of first fixed charge as a continuing security for the Indebtedness.

7. **Not withdraw deposit without consent**

During the continuance of the security constituted by this Charge the Chargor shall not be entitled, except with the prior written consent of the Lender and for payment of interest or principal under the Facility Agreement, to withdraw the whole or any part of the Deposit.

8. **To keep specified balance**

8.1 During the continuance of the security constituted by this Charge the Chargor undertakes to keep and authorises the Lender to retain the Deposit at all times in the Account.

8.2 Unless the Lender otherwise agrees in writing, the Deposit shall not in any circumstances become repayable, nor shall the Chargor be entitled to mortgage, charge, dispose of or otherwise deal with the same or any part thereof, until the Indebtedness has been repaid and discharged in full. Upon the repayment in full of the Indebtedness, the amounts standing to the credit of the Account shall be repaid to the Chargor and this Charge shall terminate.

9. **Set-off**

In addition to any right of set-off or other general lien or similar right to which the Finance Parties may be entitled in law, the Finance Parties may at any time without notice to the Chargor combine and consolidate all or any of the accounts with the Finance Parties in the Chargor's name or to which the Chargor is beneficially entitled and/or set-off any money whatsoever, in any account of whatsoever type of the Chargor with the Finance Parties and whether in sterling or in any other currency, which the Finance Parties may at any time hold for the Chargor's account against any of the Chargor's liabilities whatsoever (including all costs, charges and expenses incurred in any way in relation to this charge) whether in sterling or in any other currency which may be due or accruing due to the Finance Parties, whether such liabilities are or may be joint or several or primary or contingent. Notwithstanding the foregoing, the Lender shall make a good faith effort to notify Chargor promptly after such set-off has occurred, but the failure to provide such notification shall not be a pre-requisite to the exercise of such right of set-off.

10. **Lender's powers**

The Lender is irrevocably authorised, without prior notice to the Chargor, at any time or times without restriction:

10.1 to appropriate the whole or any part or parts of the Deposit in or towards payment or discharge of any or all of the Indebtedness;

10.2 for the purposes of any such appropriation to convert the whole or any part or parts of the Deposit, at the expense of the Chargor, into any currency other than that in which the same is or are then held by the Lender.

11. **Deposit for fixed period**

The provisions of Clauses 7 (*Not withdraw deposit without consent*) to 10 (*Lender's powers*) above shall apply notwithstanding that the Deposit or any part or parts of it may have been made or deposited for a fixed period and that the period may not have, or may have, expired.

12. **Margin of security**

The Chargor undertakes to maintain, in respect of the Deposit, such margin of security in relation to the Indebtedness as may from time to time be required by the Lender to implement the requirements contemplated by this Charge by the deposit immediately on demand by the Lender of additional sums which additional sums shall form part of the Deposit for the purpose of this charge and shall be held by

the Lender on and subject to the terms of this charge.

13. Evidence of the indebtedness

For all purposes, including any legal proceedings, a certificate by any of the Lender's officers as to the Indebtedness for the time being due to the Lender by the Chargor or incurred by the Lender on behalf of the Chargor shall be conclusive evidence of it against the Chargor.

14. Representation and warranty

14.1 The Chargor represents and warrants that the Chargor is the sole and beneficial owner of the Deposit now subject to, or which at any time after this date may become subject to, the charges constituted by this charge and that the rights of the Chargor in respect of the Deposit are free from any mortgage, lien or security agreement or security interest of any kind except as may be permitted by the Facility Agreement, and the Chargor irrevocably and unconditionally undertakes that during the continuance of the security constituted by this charge the Chargor will not, with the exception of the security constituted by this charge, create, attempt to create, or permit to subsist any such mortgage, lien or security agreement or security interest on or over the Deposit or any part of it or permit any lien to arise or affect the whole or any part of the Deposit.

14.2 The representations and warranties in Clause 17 of the Facility Agreement are made by the Chargor on the date of this Charge, save that all references therein to the "Obligor" shall be interpreted to the Chargor.

15. Continuing security and other security

15.1 The security constituted by this charge is to be a continuing security, notwithstanding any intermediate payment or settlement of account, for the payment of the Indebtedness whensoever and howsoever it shall become owing by the Chargor to the Finance Parties, and is to be in addition to and without prejudice to any other security which the Lender may now hold in respect of it.

15.2 If this Charge ceases for any reason to be continuing in relation to the Chargor, then the Lender may open a new account or accounts in the name of the Chargor.

16. Effect on security of death and other events

The security constituted by this charge shall not be determined, affected or prejudiced by the death, bankruptcy or insanity of the Chargor or of any one or more of the persons constituting the Chargor or by any change in the constitution of any partnership or other change affecting the persons constituting the Chargor or, where the Chargor is constituted as a company or corporation, by any amalgamation, reorganisation, reconstruction or merger involving such company or corporation.

17. Notices

The provision of Clause 25 (*Notices*) of the Facility Agreement shall apply mutatis mutandis as if set out in full in this Charge.

18. Attorney

18.1 By way of security, the Chargor hereby unconditionally and irrevocably appoints the Lender and any person nominated in writing under the hand of any officer of the Lender as its attorney:-

18.1.1 for the purpose of perfecting protecting and/or enforcing the security and/or enforcing any rights created by this Charge, to do in its name and on its behalf all such acts and execute all such documents it itself could do or execute in relation to the Receivables or any matters dealt with in this Charge; and

18.1.2 to collect the Receivables, from its debtors as its attorney-

18.2 The Chargor covenants with the Lender to ratify and confirm the lawful exercise or purported exercise of this power of attorney in accordance with this Clause 18.

19. **Severability of clauses**

If any provision of this charge is held by any court or other competent authority to be void or unenforceable in whole or in part this charge shall continue to be valid as to the other provisions hereof and the remainder of the affected provision.

20. **Rights cumulative**

The rights and remedies provided in this Charge are cumulative and are not to be prejudiced by any other right or by any rights of set off, combination or consolidation which may arise by law.

21. **Miscellaneous**

21.1 The Lender may assign and transfer all or any of its rights and obligations under this Charge. The Lender shall be entitled to disclose such information concerning any of the Chargor and this Charge as the Lender considers appropriate to any actual or proposed direct or indirect successor.

21.2 The Chargor may not assign or transfer all or any part of its rights, benefits and or obligations under this Charge.

21.3 No failure on the part of the Lender to exercise, or any delay on its part in exercising, any of the rights, powers and remedies provided by this Charge or by law shall operate as a waiver thereof, nor shall any single or partial exercise of any of such rights, powers and remedies preclude any further or other exercise of that one of such rights, powers and remedies concerned or the exercise of any other of such rights, powers and remedies. The rights and remedies provided in this Charge are cumulative and not exclusive of any rights or remedies provided by law.

21.4 Any release or discharge of the security or of any of the Indebtedness shall not release or discharge the Chargor from any liability to the Lender for the same or any other monies which may exist independently of this Charge.

22. **Governing Law and Jurisdiction**


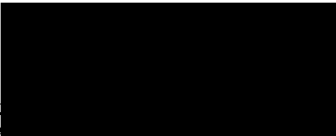
22.1 This Charge shall be governed by and construed in accordance with the law of England and Wales, without regard to Conflict of Law Rules.

22.2 The parties to this Charge irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute arising under or in connection with this Charge and that accordingly any proceedings in respect of any such dispute may be brought in such courts. Nothing in this clause shall limit the right of the Lender to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings by the Lender in any one or more jurisdictions preclude the taking of proceedings by the Lender in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

In witness this Deed has been executed and delivered on the date appearing at the top of page 1.

EXECUTION





Executed as a Deed by The Chargor

By : 
Name : Ample Grid Holdings Limited
Address : Millbank House, 12 Mandervell Road, Leicester, England, LE2 5LQ
Fax :
Email : 

Witness:

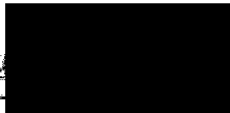
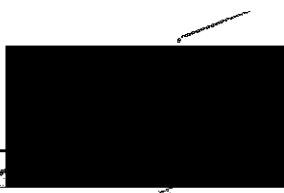
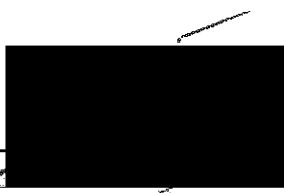

Name: Nazira F. Alimahomed
Solicitor & Commissioner for Oaths
Address: P A Todd & Company
Solicitors
Fara House
378 East Park Road
Occupation: Leicester LE5 5AY
Tel: 0116 2733091


The Guarantor

By : Jagjit Singh Bahi 
Address : Tanglewood, Stretton Road, Great Glen, Leicester LE8 9GP
Fax : 
Email : 
Witness: 

Name: Nazira F. Alimahomed
Solicitor & Commissioner for Oaths
Address: P A Todd & Company
Solicitors
Fara House
378 East Park Road
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The Guarantor

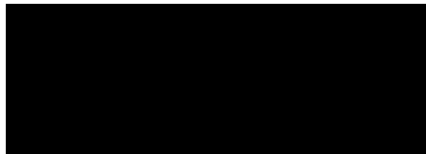
By : Sukhbir Kaur Bahi 
Address : Tanglewood, Stretton Road, Great Glen, Leicester LE8 9GP
Fax : 
Email : 
Witness: 

Name: 
Nazira F. Alimahomed
Solicitor & Commissioner for Oaths
P A Todd & Company
Solicitors
Fara House
378 East Park Road
Leicester LE5 5AY
Tel: 0116 2733091

Address: _____

Occupation: _____

The Lender



By

Name : Punjab National Bank (International) Limited

Address : 160, Belgrave Road, Leicester- LE4 5AU,
Fax : United Kingdom

Email :

Witness:

Name: _____

Address: 160, Belgrave Road, Leicester- LE4 5AU,
United Kingdom

Occupation: Employment