

20101213

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01

Particulars of a charge



Companies House

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

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 MR08

For further information, please refer to our guidance at www.companieshouse.gov.uk

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

You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record

WEDNESDAY



A304F1VD

A22 22/01/2014 #248
COMPANIES HOUSE

1 Company details

Company number 0 2 1 3 7 9 4 6

Company name in full IMPERIAL CASH AND CARRY LIMITED

For official use

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 1 5 0 1 2 0 1 4

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 BANK OF BARODA
32 CITY ROAD, LONDON, EC1Y 2BD

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

CHARGE OVER MEMORANDUM OF DEPOSIT (OWN ACCOUNT) BY THE COMPANY IN FAVOUR OF THE BANK OVER DEPOSIT ACCOUNTS NUMBERS

- i) 94100300015479
- ii) 94100300015480
- iii) 94100300015481
- iv) 94100300015482

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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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 *J. W. G. & Co*

J. W. G. & Co Solicitors

X

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

*J. W. G. & Co Solicitors
134, Buckingham Palace Road,
London
SW1W 9JA
UK.*

MRO1

Particulars of a charge



Presenter information

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 SINGHANIA & CO.

Company name SINGHANIA & CO. SOLICITORS

Address 134

BUCKINGHAM PALACE ROAD

LONDON

Post town

Country/Region

Postcode S W 1 W 9 S A

Country UNITED KINGDOM

DX 2305 VICTORIA

Telephone 02077991688

Certificate

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.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- The company name and number match the information held on the public Register
- You have included a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy



Important information

Please note that all information on this form will appear on the public record.



How to pay

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.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 NR Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

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CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2137946

Charge code: 0213 7946 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th January 2014 and created by IMPERIAL CASH & CARRY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd January 2014.

Given at Companies House, Cardiff on 23rd January 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

BANK OF BARODAMEMORANDUM OF DEPOSIT (OWN ACCOUNT)

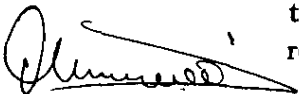
I/WE of Imperial Cash & Carry Ltd
 (Companies House Registration Number 2137946)
 of Registered address at 18 Eley Road Edmonton London
 N18 3BB

(below called "the Depositor") has/have deposited cash funds (below called "the Deposit" which shall include all interest accruing thereto from time to time) with BANK OF BARODA (below called "the Bank") at a branch of the Bank at 32 City Road, London EC1Y 2BD UK

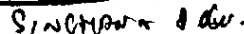
Deposit accounts numbers 94100300015479, 94100300015480,
 94100300015481, 94100300015482 for £1,000,000 each due
 14/08/2014

In consideration of the Bank making or agreeing or continuing to make overdraft or loan or credit or other facilities available to the Depositor the Depositor hereby undertake(s) and agree(s) with the Bank as follows -

1. The Deposit, and any other moneys which may from time to time and for the time being be held by the Bank for account of the Depositor, shall be a continuing security for all moneys and liabilities which now are or shall at any time or times hereafter be due or owing or payable or incurred to the Bank anywhere by the Depositor on any account whatsoever, whether solely or jointly with any other person firm or company, and whether as principal or surety and including all interest thereon and all charges and expenses connected therewith
2. So long as the Depositor remains under any obligation or liability (actual or contingent) to the Bank anywhere on any account, the Depositor shall not be entitled, except with the prior consent in writing of the Bank, to withdraw or assign the whole or any part of the Deposit.
3. The Bank is hereby irrevocably authorised, without prior notice to the Depositor, at any time or times without restriction -
 - (a) to appropriate the whole or any part or parts of the Deposit and such other moneys as aforesaid in or towards payment or discharge of any of the obligations or liabilities, actual or contingent, of the Depositor to the Bank;
 - (b) to transfer, by such means as the Bank may think fit, the whole or any part or parts of the Deposit and such other moneys as aforesaid, at the expense of the Depositor, to any branch of the Bank, at the request of the said branch, without the transferring branch of the Bank being responsible for seeing to the application thereof,
 - (c) on or for the purposes of or with a view to any such transfer to convert the whole or any part or parts of the Deposit and such other moneys as aforesaid, at the expense of the Depositor, into any currency other than that in which the same is or are held by the Bank, without the Bank being under any responsibility to the Depositor for or in respect of the rate at which such moneys are converted



Certified as True Copy of the



locates

Gate

4 The provisions set out above shall apply notwithstanding that

(a) the Deposit may have been made for a fixed period and that the period may not have, or may have, expired,

(b) the Deposit may have been linked with a foreign exchange swap or forward contract,

without the Bank being under any responsibility to the Depositor for any loss arising to the Depositor in the event of either (a) or (b) above

5 This Memorandum is to be governed by and construed in accordance with English law and the Depositor submits to the jurisdiction of the English Courts or the courts of such other place where jurisdiction may exist or be established as the Bank in its complete discretion shall choose

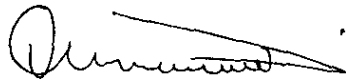
6 In this Memorandum the expression "the Bank" where the context admits shall include its successors in title and/or assigns and this Memorandum shall be enforceable notwithstanding any change in the constitution of the Bank or the absorption of all or part of its undertaking by any other persons

IN WITNESS whereof the Depositor has/have executed these presents as a deed

this ^{15th} ~~15th~~ day of January .. 2014.

SIGNED AS A DEED by


the said MANOJEE)
in the presence of - MULCHANDANI)



authorized by the Board resolution
of 14/01/2014 of Imperial Cash & Carry LTD.

SIGNED AS A DEED by

the said)
in the presence of - TUHIN CHAKRABORTY)
32 HENDALE AVENUE)
HENDON)
LONDON)
NW4 4LS (PRIVATE BANKER)



SUN GLOBAL INVESTMENTS
We hereby certify that we have checked the identification of 02072906930

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Singhania & Co
Solicitors & Inc

and provided them with independent legal advice individually as to the meaning and effect of the contents of this document i.e Form of Memorandum of Deposit which was explained to the executants in the language known to them and I am of the opinion that they have executed the documents on their free will without any undue influence/duress and that they have understood the terms of the contract being undertaken and entered into it voluntarily knowing that in the event of default the security may be realized

Naresha Rora Solicitor (NARESHA RORA)

Singhania & Co Solicitors

134 Buckingham Palace
Road, London, SW1W 9SA

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Singhania & Co

Solicitors & Indian Advocates

Queen Anne's Gate