



Registration of a Charge

Company name: **TATA INTERNATIONAL METALS (UK) LIMITED**
Company number: **02755939**



X8VUSVAG

Received for Electronic Filing: **03/01/2020**

Details of Charge

Date of creation: **24/12/2019**
Charge code: **0275 5939 0008**
Persons entitled: **BNP PARIBAS SA**
Brief description:
Contains fixed charge(s).

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: **IAN ROSENTHAL - BNP PARIBAS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2755939

Charge code: 0275 5939 0008

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th December 2019 and created by TATA INTERNATIONAL METALS (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd January 2020 .

Given at Companies House, Cardiff on 6th January 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

BNP PARIBAS

**Deed of Charge on Deposit – Own
Liabilities (Corporation or Individual)**

THIS DEED OF CHARGE ON DEPOSIT is made on the 24th day of November 2009

BETWEEN

1. BNP Paribas, a public limited company (*société anonyme*) incorporated in the Republic of France with the liability of its members being limited and having its head office at 16 Boulevard des Italiens, 75009 Paris, France and having a branch at 63 / F, Two International Finance Centre, 8 Finance Street, Central, Hong Kong (the "Bank"); and
2. The person named in Part 1 of the Schedule (the "Chargor").

NOW THIS DEED WITNESSES as follows:-

1. **Charge**

- 1.1 In consideration of the Bank granting and/or continuing facilities to the Chargor or to any person whose liabilities to the Bank may have been or may hereafter be guaranteed by the Chargor, the Chargor, as beneficial owner, charges and agrees to charge to the Bank by way of first fixed charge and as continuing security for the discharge of all Liabilities, all existing and future rights and interests of the Chargor in all the moneys from time to time standing to the credit of the account(s) described in Part 2 of the Schedule and all additions thereto, whatever the maturity of such moneys from time to time and in whatever currency such moneys from time to time be denominated and including any renewal, extension, combination, substitution or conversion of such moneys together with all interest accruing or payable thereon ("Charged Moneys"), upon the terms and conditions set out in this Deed.
- 1.2 For the purposes of this Deed, the account(s) described in Part 2 of the Schedule shall include any and all account(s) which is(are) a redesignation of such account and any and all sub-account(s) which may be designated under such account(s) from time to time irrespective of the manner in which such account(s) and sub-account(s) are and may subsequently be designated.

2. **Disposal Restrictions**

- 2.1 Even though the Bank may permit the Chargor to determine and give instructions regarding periods for and currencies which Charged Moneys shall be held, the Chargor may not withdraw or require payment of Charged Moneys unless the Bank otherwise expressly agrees in writing; and
- 2.2 It shall be a condition of any account or deposit, the subject of this Deed, that the Chargor shall not assign, charge or otherwise deal with, or permit any third party rights to be created or exist in respect of Charged Moneys.

3. **Rights of Application**

- 3.1 If the Chargor fails at any time for any reason (whether within or beyond its control) to discharge any Liabilities (whether pursuant to a demand by the Bank or otherwise) when due



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or acts in contravention of the provisions of Clause 2 above or a petition is presented for the winding-up or bankruptcy of the Chargor, the Bank may, notwithstanding any other terms agreed at any time regarding Charged Moneys, without demand on or notice to the Chargor or compliance with any other requirement:-

- (a) set off, uplift or apply Charged Moneys against Liabilities;
- (b) use Charged Moneys to purchase, in accordance with the Bank's usual practice at the expense of the Chargor, any other currencies necessary for such set off, uplift or application;
- (c) retain Charged Moneys (notwithstanding contrary instructions from the Chargor) for such periods as the Bank considers appropriate;
- (d) transfer Charged Moneys to the credit of a suspense account in order to preserve the Bank's rights to claim or prove in respect of Liabilities in any proceedings, including proceedings in bankruptcy or winding-up.

4. Agreed Terms

- 4.1 The Bank shall not be liable for any loss occasioned to the Chargor by reason of the exercise of its rights in respect of Charged Moneys including, without limitation, any loss of interest;
- 4.2 The right of the Bank in respect of charged Moneys are continuing in nature and shall not be affected by any intermediate discharge of satisfaction of Liabilities and shall be available in respect of the ultimate balance from time to time of Liabilities;
- 4.3 The rights and interests of the Bank under this Deed are in addition to and not in substitution for any other guarantee, indemnity, other security, rights or remedies (whether arising by law or contractually) which the Bank may hold now or in the future for the discharge of Liabilities and may be enforced without prior recourse to any such guarantee, indemnity, other security, rights or remedies and without taking any other action or proceedings;
- 4.4 If the Bank receives notice (actual or constructive) of any subsequent assignment, Encumbrance or other dealing affecting Charged Moneys, the Bank may open a new account in the name of the Chargor, provided that if the Bank does not do so in such circumstances, unless the Bank gives express notice to the contrary to the Chargor, it shall be deemed to have done so at the time which it received or was deemed to have received such notice and as from that time all payments made to or received by the Bank by or for the account of the Chargor shall be credited or be treated as having been credited to such new account and shall not operate to reduce the amount due from the Chargor to the Bank at the time of receipt or deemed receipt of such notice;
- 4.5 The Bank may retain this Deed and any Charged Moneys until expiry of any period within which, under any statutory provision or enactment relating to liquidation or bankruptcy, any payment made or security provided to the Bank in respect of Liabilities may be avoided or

reduced and, if within any such period any such payment or security is so avoided or reduced, the Bank may retain this Deed and all Deed and all Charged Moneys for such further period as it considers appropriate and may, as necessary, enforce the same and recover the amount of any payment and the value of any security which has been so reduced or avoided;

- 4.6 The Bank may, at any time and without prior notice to the Chargor, combine or consolidate any or all of the Chargor's accounts of any nature with the Bank at any of its offices, and apply any credit balance on any such account whether subject to notice or not and whether matured or not, in or towards satisfaction of all or any of the Liabilities. For this purpose, the Bank is authorised to purchase, at the Exchange Rate, such other currencies as may be necessary to effect such application with the moneys standing to the credit of such account;
- 4.7 The Bank is authorised to exercise a lien over all property of the Chargor coming into the possession or control of the Bank at any of its offices, for custody or any other reason and whether or not in the ordinary course of banking business, with power for the Bank to sell such property and apply the net proceeds thereof satisfy the Liabilities;
- 4.8 The Chargor hereby irrevocably appoints the Bank by way of security to be the attorney for the Chargor and in the name and on behalf and as the act or deed of the Chargor or otherwise, without any reference to or consent from the Chargor, to execute all documents and to do all things as may be required for the full exercise of all or any of the powers hereby conferred on the Bank and its rights under this Deed as it may consider expedient in connection with the exercised of such powers and rights;
- 4.9 Payments by the Chargor shall be made to the Bank as specified by the Bank without any set-off, counterclaim, withholding or conditions of any kind except that, if the Chargor is compelled by law to make such withholding, the sum payable by the Chargor shall be increased so that the amount actually received by the Bank is the amount it would have received if there had been no withholding;
- 4.10 Payment by the Chargor to the Bank shall be in the currency of the relevant liability or, if the Bank so agrees in writing, in a different currency, in which case the conversion to that different currency shall be made at the Exchange Rate;
- 4.11 No payment to the Bank under this Deed or pursuant to any judgment, court order or otherwise shall discharge the obligation of the Chargor in respect of which it was made unless an until payment in full has been received in the currency in which it is payable under this Deed and, to the extent that the amount of any such payment shall, on actual conversion into such currency, at the Exchange Rate, fall short of the amount of the obligation, expressed in that currency, the Chargor shall be liable for the shortfall. Any amount of shortfall shall be due as a separate debt and shall not be affected by any judgment obtained for any other amount due under or in connection with this Deed;
- 4.12 Any release, discharged or settlement between the Chargor and the Bank shall be conditional upon security, disposition or payment to the Bank by the Chargor or any other person being avoided or reduced or repaid pursuant to any provisions or enactments relating to bankruptcy, liquidation, winding-up, insolvency of circumstances analogous thereto. If such condition is not



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fulfilled, the Bank shall be entitled to enforce this Deed and any such security subsequently as if such released, discharged or settlement had not occurred;

- 4.13 No failure, omission or delay by the Bank in exercising any right or power conferred on it under this Deed shall impair, or be construed as a waiver thereof, nor shall any single or partial or attempted exercised preclude any other of further exercise thereof of the exercise or availability of any other right, power or remedy;
- 4.14 Each of the clauses and provisions of this Deed is severable and distinct from the others and if any clause or provision is or is ruled or claimed to be illegal, invalid, voidable or unenforceable under any applicable law, such illegality, invalidity, voidability or unenforceability shall not vitiate any of the other clauses or provisions of this Deed or any definitions in the affected provision, which shall remain in full force and effect;
- 4.15 The Charge will execute and do (at the expense of the Chargor and in such from as the Bank may require) all assurances, acts, deeds and things required by the Bank at any time for protecting or perfecting its security over and rights in respect of Charged Moneys;
- 4.16 The rights of the Bank under this Deed and in respect of Charged Moneys shall not be affected by:-
- (a) the insolvency, dissolution, amalgamation, reconstruction or reorganisation, or as the case may be, death, bankruptcy or incapacity of any person;
 - (b) any charge in the constitution of the Chargor; or
 - (c) the invalidity, illegality or unenforcedability of, or any defect in, any Liabilities or in any of the Bank's security in respect thereof;
- 4.17 The Chargor will pay, on a full indemnity basis, all costs and expenses (including legal fees) incurred by the Bank in connection with or incidental to:-
- (a) the negotiation, preparation, and execution of this Deed; and
 - (b) any action or the measures taken in respect of this deed or the recovery or attempted recovery of any moneys payable by the Chargor hereunder;
- 4.18 A certificate signed by any officer of the Bank as to the amount and extent of Liabilities at any time or that the security constituted by this Deed has become exercisable shall be conclusive as against the Chargor, in the absence of manifest error;
- 4.19 This Deed shall not be discharged, released or otherwise affected by the death, incapacity, insolvency or liquidation of the Chargor but will bind the representatives and successors of the Chargor and shall remain valid and binding for all purposes notwithstanding any change by amalgamation, consolidation or otherwise which may be made in or to the constitution of the Bank;



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- 4.20 The Bank, but not the Chargor, may assign or transfer any of its rights, interests or obligations under this Deed;
- 4.21 The security hereby evidenced and the provisions of the Deed shall remain in effect and binding on the Chargor notwithstanding any amalgamation, consolidation or merger that may be effected by the Bank with any other company and notwithstanding any reconstruction by the Bank involving the formation of and transfer of the whole or any of the Bank's undertaking and assets to a new company and notwithstanding the sale or transfer of all or any part of the Bank's undertaking and assets to another company whether the company with which the Bank amalgamates, consolidates or merges or the company to which the Bank transfer all or any part of its undertaking and assets either on a reconstruction or sale or transfer as aforesaid shall or shall not differ from the Bank in its objects, character or constitution it being the Chargor's intent that the security hereby evidenced and the provisions herein contained shall remain valid and effectual in all respects in favour of, against and with reference to, and that the benefit thereof and all rights conferred upon the Bank thereby may be assigned to and enforced by, any such company and proceeded on in the same manner to all intents and purposes as if such company had been named herein instead of or in addition to the Bank.
- 4.22 This Deed shall at all times remain the property of the Bank; and
- 4.23 This Deed shall be governed by and construed in accordance with the laws of Hong Kong, and the parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong. No person who is not a party to this Deed has any right under the Contracts (Rights of Third Parties) Ordinance (Cap 623) to enforce any term of this Deed.

5. Interpretation

- 5.1 If the Chargor consists of more than one person:-
- (a) the expression "Chargor" shall include each such person (a "Joint Chargor") and the liability of a Joint Chargor under this Deed shall be joint and several;
 - (b) any demand on or notice to any one or more of the Joint Chargers shall be treated as a valid demand on or notice to all the Joint Chargers;
 - (c) the Bank may release or discharge any one or more of the Joint Chargers from liability under this Deed or compound with, accept compositions from or make any other arrangement with any of such persons without, in consequence, releasing or discharging or otherwise prejudicing or affecting its rights and remedies against any other Joint Chargor;
 - (d) no Joint Chargor shall be entitled to the rights or remedies of surety as regards the liability or obligations of another Joint Chargor;
 - (e) this Deed shall not be affected by the death incapacity or liquidation of any Joint Chargor; and



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- (f) the fact that any Joint Chargor is not bound by the provisions of this Deed for whatever reason shall not discharge the other Joint Chargor who shall be and continue to be bound by this Deed.

5.2 In this Deed, subject as the context otherwise requires:-

- (a) "Bank" means the Bank and all of its branches throughout the world and its successors and assigns;
- (b) "Deed" means this Deed of Charge on Deposit as supplemented, modified, extended or amended in writing from time to time;
- (c) "Encumbrance" means any mortgage, charge, pledge, lien or other encumbrance;
- (d) "Exchange Rate" means the rate for converting one currency into another currency which the Bank determines to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on the Chargor;
- (e) "facilities" means all types of banking or credit facility and accommodation or financial service provided by the Bank including, without limitation, loans, advances, overdrafts, credits, derivative transactions, guarantees and confirmations;
- (f) "Hong Kong" means the Hong Kong Administrative Region of the People's Republic of China;
- (g) "Liabilities" means all present and future indebtedness, obligations and/or liabilities of the Chargor to the Bank whether actual or contingent, and whether incurred in Hong Kong or elsewhere, as principal or surely or alone or with others (either jointly or jointly and severally) and includes amounts for which the Chargor is liable hereunder;
- (h) "liquidation" means bankruptcy, winding-up, liquidation, administration or any analogous proceedings;
- (i) "person" means an individual, company, society, corporation, firm, partnership, joint venture, association, organisation, trust or other entity (in each case, whether or not having a separate legal personality) and references to any of the same shall include a reference to the others;
- (j) "Schedule" means the Schedule hereto;
- (k) "Security" means any mortgage, charge, pledge, lien or other encumbrance;
- (l) references to clause numbers are to clauses herein; and
- (m) references to the singular shall be construed, as the context or circumstance require, as including the plural and vice versa.



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The Schedule

Part I

The Chargor

Name: Tata International Metals (UK) Limited

Address: 30 MILLBANK LONDON SW1P 4WY

Incorporation/Passport/H.K.I.D. Card No.: 02755939

Telephone No.: 0044 2079758491

Facsimile No.:

Telex No.:



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Part 2

The Account(s)

Account No.

[REDACTED]

Branch

Hong Kong

for [Signature]



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**Deed of Charge on Deposit – Own
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IN WITNESS WHEREOF this Deed has been executed on the day and year first above written.

FOR EXECUTION BY A COMPANY BY COMMON SEAL

SEALED with the COMMON SEAL)

Of the Chargor and SIGNED by)

, Director)

Ajay Murlidhar Ponshe)

, Director/Secretary)

[Signature]

C.S.

in the presence of:-

[Signature]

Witness: ELTA CHAUDHRY

Address: TATA INTERNATIONAL LTD, 3rd Floor, Tram House, C-60, Block G,
BKC, Bandra (E), Mumbai - 400051

Occupation: FINANCE CONTROLLER

I.D. Card/ Passport No.: P6541785

FOR EXECUTION BY A COMPANY WITHOUT COMMON SEAL

SIGNED SEALED and DELIVERED)

as a DEED)

by the Chargor)

in the presence of:)

Name:

Position: Director

Name:

Position: Director / Company Secretary



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Witness:

Address:

Occupation:

I.D. Card/Passport No.:

FOR EXECUTION BY (AN) INDIVIDUAL(S) / SOLE PROPRIETOR

SIGNED, SEALED and DELIVERED

)

L.S.

by the Chargor in the presence of:-

)

Name:

Witness:

L.S.

Name:

Address:

Occupation:

L.S.

I.D. Card/Passport No.:

Name:

FOR EXECUTION BY A PARTNERSHIP

SIGNED SEALED and DELIVERED

)

as a DEED

)

by each of the partners of the Chargor

)

in the presence of:

)

L.S.

Name of Partner:

Witness:

Address:



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Occupation:

I.D. Card/Passport No:

Name of Partner:

L.S.

Witness:

Address:

Occupation:

I.D. Card/Passport No: