



Registration of a Charge

Company Name: **CADILA PHARMACEUTICALS (EUROPE) LIMITED**

Company Number: **04113581**



Received for filing in Electronic Format on the: **24/07/2021**

XA9DHM5T

Details of Charge

Date of creation: **14/07/2021**

Charge code: **0411 3581 0001**

Persons entitled: **BANK OF BARODA (UK) LIMITED**

Brief description: **ALL AND WHOLE THAT PLOT OR AREA OF LAND WITH THE DWELLINGHOUSE, GARAGE AND OTHER BUILDINGS ERECTED THEREON KNOWN AS MCDOUGAL HOUSE, BELEY BRIDGE DUNINO, DUNINO, ST. ANDREWS BEING THE SUBJECTS CURRENTLY UNDERGOING REGISTRATION IN THE LAND REGISTER OF SCOTLAND UNDER TITLE NUMBER FFE132357, TOGETHER WITH (ONE) THE PARTS PRIVILEGES AND PERTINENTS, (TWO) THE FIXTURES AND FITTINGS, AND (THREE) THE WHOLE RIGHT TITLE AND INTEREST OF CADILA PHARMACEUTICALS (EUROPE) LIMITED.**

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: 4113581

Charge code: 0411 3581 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th July 2021 and created by CADILA PHARMACEUTICALS (EUROPE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 24th July 2021 .

Given at Companies House, Cardiff on 27th July 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

July 14, 2021

STANDARD SECURITY

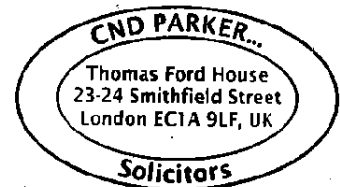
by

CADILA PHARMACEUTICALS (EUROPE) LIMITED
[GRANTOR]

we certify that this appears to
be a True Copy of the original
documents produced to ~~me~~
on 23 JULY 2021

in favour of and

BANK OF BARODA (UK) LIMITED
[GRANTEE]



SECURITY SUBJECTS: ALL AND WHOLE THAT PLOT OR AREA OF LAND WITH THE
DWELLINGHOUSE, GARAGE AND OTHER BUILDINGS ERECTED THEREON KNOWN AS
MCDUGAL HOUSE, BELEY BRIDGE DUNINO, DUNINO, ST. ANDREWS BEING THE
SUBJECTS CURRENTLY UNDERGOING REGISTRATION IN THE LAND REGISTER OF
SCOTLAND UNDER TITLE NUMBER FFE132357, TOGETHER WITH (ONE) THE PARTS
PRIVILEGES AND PERTINENTS, (TWO) THE FIXTURES AND FITTINGS, AND (THREE) THE
GRANTOR'S WHOLE RIGHT TITLE AND INTEREST

We, **CADILA PHARMACEUTICALS (EUROPE) LIMITED**, a company incorporated in England and Wales with company number 04113581 and having its registered office at Amba House, 4th Floor, Kings Suite 15 College Road, Harrow, Middlesex HA1 1BA, United Kingdom (hereinafter referred to as the “**the Grantor**”) CONSIDERING THAT certain sums of money have been advanced to the Grantor in accordance with loan and other documents between *inter alia* the Grantor and the Grantee (which loan and other documents together with these presents and any other document entered into from time to time in connection with or pursuant to any other documents between *inter alia* the Grantor and the Grantee shall be known as “**Finance Documents**” and without prejudice to any requirement to procure consent to the same, any reference to any document of any kind is to that documentation is as amended, varied, supplemented, novated, restated or submitted from time to time), we UNDERTAKE to pay, perform and discharge to **BANK OF BARODA (UK) LIMITED** incorporated and registered in England and Wales with company number 10826803 and having its registered office at 32 City Road, London EC1Y 2BD, United Kingdom and its local branch at 32 City Road, London EC1Y 2BD, United Kingdom (who together with its successors and assignees being hereinafter referred to as the “**the Grantee**”) all moneys, obligations and liabilities on the part of the Grantor to the Grantee to be paid, performed or discharged, whether now or at any time in the future whether actual or contingent, whether alone or jointly and in whatever name, form or style and whether as principal or surety together with all interest, costs, charges, fees, expenses and other (“**the Secured Obligations**”) for which moneys, obligations and liabilities and others HEREBY GRANT a STANDARD SECURITY in favour of the Grantee over ALL and WHOLE that plot or area of land with the dwellinghouse, garage and other buildings erected thereon known as McDougal House, Beley Bridge Dunino, Dunino, St. Andrews being the subjects currently undergoing registration in the Land Register of Scotland under Title Number FFE132357, TOGETHER WITH (One) the parts privileges and pertinents, (Two) the fixtures and fittings, and (Three) the Grantor's whole right title and interest (which subjects and others are hereinafter referred to as “**the Security Subjects**”); Declaring that (First) the charge created hereby shall be a continuous security and shall be a fixed first charge and that the Grantor shall not except in accordance with the Finance Documents (1) create or continue any fixed security or fixed charge upon their interest in the Security Subjects or any part thereof which ranks in priority to or *pari passu* with or postponed to the charge hereby created other than in favour of the Grantee; (2) allow any lien to arise in or affect any part of their interest in the Security Subjects; or (3) convey, assign, lease, hire out or part with possession of their interest in the Security Subjects or any part thereof; (Second) any certification or determination by the Grantee shall, save in the case of manifest error, be conclusive evidence of the whole sums including interest, costs, charges, fees and expenses and others which shall be due by the Grantor and for which the Grantor shall be liable to the Grantee; (Third) the whole terms, undertakings, obligations, powers, rights, provisions and other of and contained in the Finance Documents are held to be incorporated in and shall be deemed to form part of this Standard Security and repeated *mutatis mutandis*; and (Fourth) without prejudice to any requirement to procure consent to the same, the expressions Grantor and Grantee include their successors, assignees and transferees;

The terms and expressions used in this Standard Security shall have the same meanings and definitions as those ascribed thereto in the Finance Documents unless otherwise defined

herein; and the Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970 as amended and any lawful variation thereof operative for the time being (hereinafter referred to as "**the Standard Conditions**") shall apply; and the Grantor agrees:-

(FIRST) (i) that the Standard Conditions shall be varied in accordance with (1) the Finance Documents and (2) the conditions contained in this Standard Security; (ii) that the undertakings and obligations on the Grantor's part and the rights of the Grantee contained in the Standard Conditions shall be in addition to and not in substitution for the undertakings and obligations on the part of the Grantor and the rights of the Grantee contained in this Standard Security and the Finance Documents; and (iii) that for the purposes of the Standard Condition 9, the Grantor shall be held to be in default in any of the events constituting an Event of Default as defined in the Finance Documents;

(SECOND) Standard Conditions 1 and 2 shall be modified to the effect that it shall be an obligation on the Grantor:-

- (1) to keep the Security Subjects in a good and substantial state of repair and not without the prior consent of the Grantee erect buildings or structures on the Security Subjects or demolish all or any part of the Security Subjects or make any additions or structural or other material alteration to or change the use of the Security Subjects or any part thereof or suffer to be done anything in relation to the Security Subjects which constitutes development (as that expression is defined in the Town & Country Planning (Scotland) Act 1997, the Planning (Listed Building and Conservation Areas) (Scotland) Act 1997, the Planning (Hazardous Substances) (Scotland) Act 1997 and the Planning (Consequential Provisions) (Scotland) Act 1997 or any modification or amendment thereof ("**the Planning Acts**").
- (2) to permit the Grantee and all persons authorised by them having given reasonable notice, except in the case of emergency, to enter the Security Subjects to view the state and condition thereof.

(THIRD) Standard Conditions 3 and 4 shall be modified to the effect that it shall be an obligation on the Grantor:-

- (1) Not to do or allow or permit to be done any act, matter or thing whereby any provisions of or regulations made under the Planning Acts shall be infringed nor contravene any other statutory provision or regulation or order by the Local or other Authority whatever affecting the Security Subjects;

- (2) Not without the Grantee's consent to make any application for the grant of planning permission within the meaning of the Planning Acts;
- (3) Not to enter into any agreement under Section 75 of the Town & Country Planning (Scotland) Act 1997 in relation to the Security Subjects without the prior written consent of the Grantee;
- (4) To ensure that all consents and approvals under the laws, statutes (including all byelaws, instruments, orders and regulations for the time being made thereunder or deriving validity therefrom) and the regulations and codes of practice of any Supra National, Governmental, Local or other competent Authorities affecting the Security Subjects have been obtained and are promptly and timeously complied with; and
- (5) Not to use or suffer or permit the Security Subjects to be used other than for such purpose or purposes as may for the time being be authorised as the permitted use or user thereof under or by virtue of the Planning Acts.

(FOURTH)

Standard Condition 5 shall not apply provided that the Grantor will at its own expense (failing which the Grantee may elect, and is hereby authorised, to procure such compliance), comply with (or procure compliance with) all obligations as to insurance imposed by the terms of any prior mortgage or charge, lease, agreement for lease, tenancy or other binding contract comprised in and/or affecting the Security Subjects and, subject to the foregoing and so far as not inconsistent with the said terms, the Grantor shall:-

- (1) insure and keep insured the Security Subjects and all fixed and other plant and machinery forming part of the Security Subjects with insurers previously approved by the Grantee in writing against loss or damage by fire, explosion, storm, tempest, lightning, earthquake, impact, aircraft and articles dropped therefrom, riot, civil commotion, malicious damage, bursting and/or over-flowing pipes, tanks, oil leakage, subsidence, landslip, heave, terrorism and such other risks and contingencies as the Grantee shall from time to time require, to a minimum of the full cost of reinstatement thereof from time to time and, in the case of the Security Subjects, including proper provision for cost inflation over any period that may be required for obtaining any relevant planning and other approvals and the reinstatement or repair period and architects' and other professional fees at a minimum of ten *per centum* of the reinstatement cost, demolition charges and, where the Security Subjects shall be subject to leases or other derivative interests whereby rent or other income shall accrue

for the benefit of the Grantor, loss of such rent or other income for a period not less than the maximum period for suspension of the relevant party's obligation to pay the same (as specified in the relevant lease or other relevant document) in the event of damage or destruction to the whole or part of the relevant premises or, if no such period is referred to, for three years;

- (2) effect all insurances pursuant to paragraph (1) above with the Grantee name as joint insured or, where the Grantee agrees that joint insurance shall not be practicable, with the interest of the Grantee endorsed on the relevant Policy in which it is interested and every such Policy shall contain a standard mortgagee clause whereby such insurance shall not be vitiated or avoided as against a mortgage in the event or as a result of any misrepresentation, act or neglect or failure to make disclosure on the part of the insured party or in the event of any circumstances beyond the control of the insured party;
- (3) punctually pay all premiums and other sums payable under or in relation to each Policy in which it is interested and promptly, if the Grantee so requests, provide evidence satisfactory to the Grantee of such payments;
- (4) not make, do, consent or agree to any act or omission which would or might render any Policy in which it is interested invalid, void, voidable or unenforceable or render any proceeds of any such Policy irrecoverable whether in whole or in part, and not alter the terms of any such Policy or allow any such Policy to lapse;
- (5) deposit with the Grantee and permit the Grantee to hold and retain all Policies in which it is interested and to hold on trust for the Grantee any such Policies not for the time being so deposited (and the Grantor hereby declares itself as trustee accordingly).

(FIFTH)

Standard Condition 6 shall be modified to the effect that:-

- (1) the Grantor shall not grant any lease or tenancy of the Security Subjects or any part thereof or grant any person any contractual right or the right to occupy the Security Subjects or otherwise part with possession of the Security Subjects or any part of the Security Subjects (unless and to the extent (if at all) permitted by the Finance Documents).

(SIXTH)

Standard Condition 7 shall be modified to the effect that:

- (1) the Grantee will be entitled to perform any obligation imposed by this Standard Security, the Standard Conditions

and/or the Finance Documents which the Grantor has failed to perform;

- (2) the Grantee and/or any person authorised by the Grantee shall be entitled to enter upon the Security Subjects at any time having given reasonable prior notice to the Grantor, except in the case of emergency, where, in the opinion of the Grantee, it is necessary for the Grantee to perform any obligation as aforesaid;
- (3) all proper and reasonable costs, expenses and charges properly incurred by the Grantee in the performance of any obligation as aforesaid be recoverable from the Grantor and shall be deemed to be secured under this Standard Security.

(SEVENTH)

The Grantor will give to the Grantee within fourteen days of receipt full particulars of any notices, orders, proposals, requisitions or claims of any kind made or proposed in respect of the Security Subjects by any competent authority or third party and the Grantor shall also produce a copy thereof to the Grantee on demand and without unnecessary delay shall take such steps as the Grantee may reasonably require to comply or to ensure compliance with the terms of any notice or order or if the same is a notice, order or proposal for development or alteration or change of use of the Security Subjects or any adjoining or neighbouring property the development, alteration or change of use of which might in the reasonable opinion of the Grantee prejudicially affect the value of the Security Subjects or in the event that same is a requisition or claim made by a third party which might in the reasonable opinion of the Grantee prejudicially affect the value of the Security Subjects then at the request of the Grantee in any of such events and at the cost of the Grantor (provided that such objections and representations aftermentioned do not materially prejudice the interest of the Grantor) the Grantor shall make such objections and representations against or in respect thereof as the Grantee may reasonably require and shall not compromise or settle any claim or requisition without the written consent of the Grantee (which consent shall not be unreasonably withheld or delayed) and in the event that any compensation or consideration is received as a result of any such notice, order, proposal, requisition or claim the same shall be paid to the Grantee (and held by the Grantor in trust for the Grantee until paid) and if required by the Grantee applied in reduction of the liabilities secured hereunder.

(EIGHTH)

The Grantor shall (save in the case of wilful default or gross negligence on the part of the Grantee) at all times indemnify the Grantee on demand against all claims by any tenant, occupier, licensee or other persons entering upon the Security Subjects

howsoever arising and whensoever arising including but not limited to any arising out of any defect (whether structural or otherwise) in or want of repair to the Security Subjects.

- (NINTH) The Grantor shall promptly comply with (or procure compliance with) any interdict or order made by any court of competent jurisdiction relating in any way to the interest of the Grantor in the Security Subjects.
- (TENTH) Upon any Event of Default the Grantor agrees that once the Grantee has entered into possession of the Security Subjects or part thereof the Grantee shall (i) have the right to complete any uncompleted works of construction and development of the Security Subjects and (ii) have the right to grant leases or sub-leases or vary or amend, surrender or renounce leases or sub-leases of the whole or any part of the Security Subjects in such manner and not limited to grants of seven years or less as the Grantee may think fit including the making of inducement or other payments to tenants which shall form part of the liabilities secured hereunder.
- (ELEVENTH) For the purposes of this Standard Security the definitions in the Standard Conditions shall have effect and any reference to the Security Subjects shall include a reference to any part or parts thereof; Where any conflict shall arise between (a) the Standard Conditions and (b) the Finance Documents, the Finance Documents shall prevail and shall have effect in preference to the Standard Conditions.
- (TWELFTH) The Grantor hereby irrevocably appoint the Grantee its Attorney and Mandatory for all purposes which the Grantee may in its reasonable discretion consider expedite for the purpose of perfecting or enforcing the security constituted by this Standard Security, and the Grantor shall take such action and give such instructions and execute all such further instruments and documentation as the Grantee may, in its reasonable discretion, consider necessary for protecting or perfecting any of its interests hereunder.
- (THIRTEENTH) The Grantor shall free, relieve and indemnify and keep indemnified the Grantee on demand from and against any loss, costs, charges or expenses or others whatsoever arising out of any breach by the Grantor of its obligations under this Standard Security or any actions taken hereunder by the Grantee.
- (FOURTEENTH) Any notice, request or consent under this Standard Security shall be in writing. Any notice to the Grantor shall be sufficiently served if sent by Recorded Delivery or Registered Post to the Grantor's

Registered Office or to such other address as the Grantor may have previously intimated in writing to the Grantee for such purpose. Any notice to the Grantee shall be sufficiently served if sent by Recorded Delivery Post to the address stated on this document or to such other address as the Grantee may have previously intimated in writing to the Grantor for such purpose. Any notice sent by Recorded Delivery or Registered Post shall be deemed to have been duly served at the expiry of two working days after posting (except in the case of evidence to the contrary). In proving service it shall be sufficient to prove that the envelope containing the notice was duly addressed to the Grantor or the Grantee (as the case may be) in accordance with this Clause and posted to the place to which it was so addressed.

(FIFTEENTH) The Grantor grants warrandice, but not without prejudice to the right of the Grantee to quarrel or impugn the same on any ground of law not inferring warrandice against the Grantor.

This Standard Security shall be governed by and construed in accordance with the law of Scotland and the Grantor hereby prorogates and accepts the jurisdiction of the Scottish Courts. If any provision in this Standard Security is prohibited or unenforceable in any jurisdiction, the prohibition or unenforceability shall not invalidate the remaining provisions of this Standard Security or affect the validity or enforcement of the provisions in any other jurisdiction; And the Grantor certifies that this Standard Security does not contravene any of the provisions of the Memorandum and Articles of Association of the Grantor or any document under which the Grantor is constituted; And the Grantor consents to registration hereof and of the foresaid Certificates for preservation and execution:

IN WITNESS WHEREOF those present consisting and the seven preceding pages are executed as follows:

Subscribed for and on behalf of the said **Cadila Pharmaceuticals (Europe) Limited** by:-

.....
Director

MR AMITABHA BANERJEE
Full Name (in block capitals)

In the presence of the Witness:

..... Signature

MAN MOHAN AWASTHA Full Name

CADILA PHARMACEUTICALS LTD Address

"SARKHEJ-DHOLKA" ROAD

AHMEDABAD - GUJARAT

together at AHMEDABAD

on the 14 day of JULY 2021