



**Registration of a Charge**

Company Name: **PROPERTY A LIMITED**

Company Number: **12774247**



Received for filing in Electronic Format on the: **20/05/2022**

XB4F673V

**Details of Charge**

Date of creation: **09/05/2022**

Charge code: **1277 4247 0001**

Persons entitled: **PARAGON BANK PLC**

Brief description: **2 BRAMBLEBURY ROAD, PLUMSTEAD, LONDON SE18 7TG AND 16 DONALD ROAD, CROYDON CR0 3EP**

**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: **NICOLA CANNELL**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 12774247

Charge code: 1277 4247 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th May 2022 and created by PROPERTY A LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 20th May 2022 .

Given at Companies House, Cardiff on 24th May 2022

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**

paragon

Certified True Copy of the Original  
Nicola Cannell, Solicitor  
DAVID MORGAN JONES  
49 North Hill, Colchester, Essex CO1 1PY

Mortgages

*Nicola Cannell*

DATED

9 MAY 2022

PARAGON BANK PLC

- and -

OTHERS

DEED OF COVENANT

Paragon Banking Group

51 Homer Road, Solihull, West Midlands B91 3QJ. [www.paragonbank.co.uk](http://www.paragonbank.co.uk)

Paragon Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority. Registered in England number 05390593. Registered office 51 Homer Road, Solihull, West Midlands B91 3QJ. Paragon Bank PLC is registered on the Financial Services Register under the firm reference number 604551.

DATED 9 MAY 2022

**PARAGON BANK PLC**

**- and -**

**OTHERS**

**DEED OF COVENANT**

THIS DEED OF COVENANT is made on [ 9 MAY 2022 ]

**BETWEEN:**

- (1) Paragon Bank PLC, (registered number (5390593)) whose registered office is at 51 Homer Road, Solihull, West Midlands, B91 3QJ ("Lender");
- (2) The limited company specified in Part A of Schedule 1 (the "Corporate Borrower"); and
- (3) The individuals specified in Part B of Schedule 1 ("Existing Borrower" and where there is more than one "Existing Borrower" shall mean each or any of them);

**WHEREAS:**

- (A) The Existing Borrower has granted the Mortgage in favour of the Lender to secure the advances thereunder.
- (B) The Existing Borrower desires to transfer its interest in the Property to the Corporate Borrower. The Corporate Borrower desires to obtain the benefit of the Property subject always to the Mortgage.
- (C) The Lender has agreed to such transfer subject to the Corporate Borrower assuming, along with the Existing Borrower, the obligations of the Existing Borrower under the Mortgage on the terms set out in this Deed.

**IT IS AGREED:**

**1 INTERPRETATION AND CONSTRUCTION**

- 1.1 In this Deed, unless the context otherwise requires, the following words and expressions have the following meanings:

"Business Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

"Mortgages" mean those mortgages, charges or security (including standard security) over residential property in England, Wales or Scotland which have been granted by the Existing Borrower in favour of the Lender which are identified in Schedule 2 including such mortgages, charges or security as varied, amended or supplemented and "Mortgage" shall mean each or any of them;

"Mortgage Debt" means in relation to a Mortgage, all present or future money, liabilities or obligations, whether actual or contingent and whether owed jointly or severally, created or secured by the Mortgage;

"Property" means in relation to a Mortgage, the property in England, Wales or Scotland over which such Mortgage is granted brief particulars of which are given in Schedule 2;

- 1.2 References to any agreement, deed, document or instrument (including, without limitation, references to this Deed and any deed supplemental hereto) shall be deemed to include references to such agreement, deed, document or instrument as varied, amended, modified, novated, supplemented or replaced by any other agreements, deeds, documents or instruments from time to time.

- 1.3 References in this Deed to clauses, subclauses and schedules shall be construed as references to clauses, subclauses and schedules respectively of this Deed.
- 1.4 The headings to clauses and subclauses are inserted herein for convenience and shall not affect the construction of this Deed.
- 1.5 References in this Deed to a person shall include any person, individual, corporation, limited liability company, partnership, joint venture, association, joint-stock company, trust, unincorporated organisation, governmental entity or other entity of a similar nature (whether or not having separate legal personality).
- 1.6 References in this Deed to any person includes a reference to such person's successors and permitted assigns.
- 1.7 Words incorporating the plural shall include the singular and vice versa and references to one gender shall include all genders.

## 2 CORPORATE BORROWER COVENANT

- 2.1 The Corporate Borrower unconditionally covenants with the Lender to observe and perform, and that the Existing Borrower will observe and perform, all the obligations (from time to time and for the time being) of the Existing Borrower under the Mortgage.
- 2.2 As between the Corporate Borrower and the Lender, the Corporate Borrower shall be deemed to be a principal debtor and not just as surety and accordingly the liability of the Corporate Borrower under this Deed shall not be reduced, discharged or otherwise adversely affected by:
  - (a) any intermediate payment, settlement of account or discharge in whole or in part of a Mortgage Debt; or
  - (b) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Lender may now or after the date of this Deed have from or against the Existing Borrower or any other person; or
  - (c) any act or omission by the Lender or any other person in taking up, perfecting or enforcing any right, claim, remedy, security, indemnity or guarantee from or against the Existing Borrower or any other person; or
  - (d) any termination, amendment, variation, novation, replacement or supplement of or to any Mortgage or Mortgage Debt including without limitation, any change in the purpose of, any increase in or extension of a Mortgage or Mortgage Debt; or
  - (e) any grant of time, indulgence, waiver or concession to the Existing Borrower or any other person including for the avoidance of doubt that set out in clause 3.1; or
  - (f) any insolvency, bankruptcy, liquidation, administration, winding up, incapacity, limitation, disability, the discharge by operation of law, or any change in the constitution, name or style of the Existing Borrower or any other person; or
  - (g) the death or incapacity (whether mental or physical) of the Existing Borrower or any notice of his/her death or incapacity; or
  - (h) any invalidity, illegality, unenforceability, irregularity or frustration of any actual or purported obligation of or under a Mortgage or other security held from the Existing Borrower or any other person; or
  - (i) any claim or enforcement of payment from the Existing Borrower or any other person; or

- (i) anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Corporate Borrower or otherwise reduce or extinguish its liability under this Deed.

### 3 LENDER UNDERTAKINGS

- 3.1 The Lender undertakes to the Existing Borrower that it shall not enforce any of the Lender's rights, claims or remedies under or in relation to the Mortgage or the Mortgage Debt against the Existing Borrower until 30 days after serving a notice on the Corporate Borrower to the effect that the Mortgage Debt is immediately due and payable and demanding payment of the Corporate Borrower pursuant to this Deed.
- 3.2 Nothing in clause 3.1 shall prevent the Lender from taking steps to:
- (a) enforce any right, claims or remedy it may have against the Corporate Borrower under or in relation to the Mortgage, the Mortgage Debt or this Deed;
  - (b) present or join in an application for an administration order or a petition for a winding up order to be made in relation to the Corporate Borrower or initiate or support or take any step with a view to any voluntary arrangement or assignment for the benefit of creditors or similar proceedings involving the Corporate Borrower or issue a notice of intention or appoint an administration of the Corporate Borrower; or
  - (c) enforce any security comprised within the Mortgage, whether by appointing a receiver, exercising its power of sale in respect of the Property or otherwise.

### 4 FURTHER ASSURANCE

Each of the parties to this Deed hereby agrees that it will from time to time upon demand co-operate fully with the Lender to do all such further reasonable acts or things, at the cost of the Corporate Borrower, as the Lender may specify with a view to giving effect to this Deed.

### 5 FULL FORCE AND EFFECT

Nothing in this Deed shall affect the valid, legal and binding nature of the Mortgage which shall continue in full force and effect including for the avoidance of doubt against the Existing Borrower who shall remain bound by its terms.

### 6 THIRD PARTY RIGHTS

No person, other than a party to this Agreement, shall have any right by virtue of the Contracts (Rights of Third Parties) Act 1999 to enforce any term (express or implied) of this Agreement but this is without prejudice to any right or remedy of a third party which may exist or be available apart from that Act.

### 7 COUNTERPARTS

This Deed may be executed in any number of counterparts and by the parties to it on separate counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

- 9 REMEDIES, WAIVERS, AMENDMENTS AND CONSENTS

- Ref: Tax Deed of Covenant (23.2.16) (ASSDOCS)



10 SEVERENCE

If any provision (or part of a provision) of this Deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Deed.

11 GOVERNING LAW

This Deed shall be governed by and construed in accordance with the laws of England.

IN WITNESS whereof this deed has been duly executed and delivered the day and year and first before written.

**SCHEDULE 1**

**Part A**

**PROPERTY A LIMITED**

**Part B**

**DR YANUSHKA MAHENDRA PATEL  
DR YOGESH KUMAR PATEL**

**SCHEDULE 2**

**The Mortgages**

<b>A/c Number</b>	<b>Date</b>	<b>Property Address</b>	<b>Title Number</b>
5210557	21/09/21	16 Donald Road	SGL299035
5185743	21/09/21	2 Bramblebury Road	139363

EXECUTED as a DEED  
for and on behalf of  
**PARAGON BANK PLC**  
acting by its authorised attorney:

.....  
Attorney *curbarn* 23/9/21

OR

EXECUTED as a DEED by  
**PARAGON BANK PLC**  
acting by a director  
in the presence of:

.....  
Director

Signature of witness: *Z Biddle*.....

Name of witness: *ZARA BIDDLE*.....

Address of witness *51 HOMER ROAD*.....

*SOLIHULL WEST*.....

*MIDLANDS B91 3QJ*

23/9/21

EXECUTED as a DEED by  
**DR YOGESH KUMAR PATEL**  
acting by a director  
in the presence of:

.....  
Director

Signature of witness: *L. Ravi Shankar*.....

Name of witness: *Dr. G. RAVI-SHANKAR*.....

Address of witness *189A, St James Road*.....

*CROYDON*.....

*CR2 2BZ*

\* Insert details of Corporate Borrower

EXECUTED as a DEED by  
**DR YANUSHKA MAHENDRA PATEL**  
in the presence of:

.....  
Existing Borrower

Signature of witness: *L. Ravi Shankar*.....

Name of witness: *Dr. G. RAVI-SHANKAR*.....

Address of witness *189A, St James Road*.....

*CROYDON*.....

*CR2 2BZ*

Ref: Tax Deed of Covenant (23.2.16) (ASSDOCS)

Paragon Banking Group

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EXECUTED as a DEED by  
DR YOGESH KUMAR PATEL  
in the presence of:

*Yogesh Patel*  
Existing Borrower

Signature of witness: *L. Ravi Shankar*  
Name of witness: *Dr. G. Ravi-Shankar*  
Address of witness: *189A, St. James Road*  
*Chennai*  
*600 032*

EXECUTED as a DEED by  
\*\*

in the presence of:

Existing Borrower

Signature of witness: .....  
Name of witness: .....  
Address of witness: .....  
.....  
.....

EXECUTED as a DEED by  
\*\*

in the presence of:

Existing Borrower

Signature of witness: .....  
Name of witness: .....  
Address of witness: .....  
.....  
.....

\*\* Insert details of Existing Borrower