



Registration of a Charge

LLP name: **FAIRWAY PROPERTIES UK LLP**

LLP number: **OC339421**



X4NFE3PN

Received for Electronic Filing: **31/12/2015**

Details of Charge

Date of creation: **22/12/2015**

Charge code: **OC33 9421 0001**

Persons entitled: **BANK OF BARODA**

Brief description: **MEMORANDUM OF DEPOSIT (OWN ACCOUNT)**

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 AS APPLIED BY THE LIMITED LIABILITY PARTNERSHIPS (APPLICATION OF COMPANIES ACT 2006) REGULATIONS 2009 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CANDEY PARKER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

LLP number: OC339421

Charge code: OC33 9421 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2015 and created by FAIRWAY PROPERTIES UK LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by The Limited Liability Partnerships (Application of Companies Act 2006) (Amendment) Regulations 2013 on 31st December 2015 .

Given at Companies House, Cardiff on 4th January 2016

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under the Limited Liability Partnership
(Application of the Companies Act 2006) Regulations 2009 SI 2009/1804



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

BANK OF BARODA
MEMORANDUM OF DEPOSIT (OWN ACCOUNT)

I/ We/ M/s Fairway Properties UK LLP of 27 Northwick Circle, Kenton, Harrow – HA3 0EE (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
39, Upper Tooting Road, SW17 7TR

CUSTOMER ID.NO. REDACTED **for**
£ REDACTED


AND ITS RENEWALS

In consideration of the Bank making or agreeing or continuing to make overdraft facility of £600,000.00 to the Depositor, the Depositor hereby undertake(s) and agree(s) with the Bank as follows:-

1. The Deposits, 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 thereafter 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 irrevocable authorised, with 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 of 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) In case of premature closure of fixture, rate of interest applied on deposit will as per Bank's normal terms and conditions and on loan the rate of interest will be as per the contractual rate of sanction or review whichever is later.
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;

Without the Bank being under any responsibility to the Depositor for any loss arising to the Depositor in the event of above.

I certify that this appears to be true copy
of the original document produced to me
on 31/12/15


Abhijit Khandeparkar, Solicitor,
CANDEY PARKER ...
4-8 Ludgate Circus, 1st Floor,
London EC4M 7LF, United Kingdom

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 assigne 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 there presents as a deed
this 22nd day of December 2015

SIGNED AS A DEED BY
the said – Rumit Rajnikant Patani - Member
in the presence

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)
)

SIGNED AS A DEED BY
the said – Samit Rajnikant Patani - Member
in the presence

)
)
)

SIGNED AS A DEED BY
the said – Deep Bhaichand Patani – Member
in the presence

)
)
)

SIGNED AS A DEED BY
the said – Nihar Indravadan Devchand Patani –
Member
in the presence

)
)
)

We hereby certify that I have checked the identification of **Nihar Indravadan Devchand Patani, Deep Bhaichand Patani, Samit Rajnikant Patani, Rumit Rajnikant Patani** provided her/him/them with independent advise as to the meaning and effect of the contents of this document ie Form of Lien which was explained to the executants in the language known to him and I am of the opinion that he has executed the documents on his free will without any undue influence / duress and that he has understood the terms of the contract being undertaken and entered into it voluntarily knowing that in the event of default the security may be realised.

Solicitors/Professional/Accountant:

REDACTED

Date : 22/12/15

Stamp.

REDACTED