

MR01

Particulars of a charge



Companies House

000215/13

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.
If 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
must be scanned and placed on the public record. **Do not send the original**



A452GVZ4

A19

11/04/2015

#133

COMPANIES HOUSE

SATURDAY

1 Company details

Company number 07286602

Company name in full THEORI DEMETRI BINNING PARTNERSHIP 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 24/03/2015

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 JABAC FINANCES LIMITED

COMPANY REGISTRATION NUMBER 0734142

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

MR01.
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4	Brief description	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument" Please limit the description to the available space
Brief description	✓ LEASEHOLD LAND KNOWN AS FLAT B, 25 MELROSE AVENUE, LONDON N22 5EA AS THE SAME IS DEMISED FOR A TERM OF YEARS PURSUANT TO A LEASE OF EVEN DATE GRANTED OUT OF LAND REGISTRY FREEHOLD TITLE NUMBER NGL110625 AND TO BE REGISTERED WITH TITLE ABSOLUTE, AND ALL FIXTURES IN OR ABOUT THE SAID PREMISES		
5	Other charge or fixed security	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
6	Floating charge	Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes	
7	Negative Pledge	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	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 <input type="checkbox"/>	^① This statement may be filed after the registration of the charge (use form MR06)
9	Signature	Please sign the form here Signature X  X This form must be signed by a person with an interest in the charge	

MR01.

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **CHANDER BAGGA**

Company name **VALENS SOLICITORS**

Address **TEMPLE CHAMBERS**

3-7 TEMPLE AVENUE

Post town **LONDON**

County/Region

Postcode **E C 4 Y 0 H P**

Country **ENGLAND**

DX

Telephone **0203 368 3970**



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 N R 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

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 7286602

Charge code: 0728 6602 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th March 2015 and created by THEORI DEMETRI BINNING PARTNERSHIP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th April 2015.

Given at Companies House, Cardiff on 24th April 2015



Companies House



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

DATED 24th March 2015


JABAC FINANCES LIMITED

- and -

THEORI DEMETRI BINNING PARTNERSHIP LIMITED

LEGAL CHARGE

WE HEREBY CERTIFY THIS TO BE A TRUE
COPY OF THE ORIGINAL


VALENS SOLICITORS
TEMPLE CHAMBERS, 3-7 TEMPLE AVENUE
LONDON EC4Y 0HP

10.04.15

Valens Solicitors

Temple Chambers

3-7 Temple Avenue

London EC4Y 0HP

Tel. 020 3368 3970

Fax. 020 3368 3971

Ref: CB/LP/JAB20 19

THIS LEGAL CHARGE is made the 24th day of March .. 2015

BETWEEN

(1) **JABAC FINANCES LIMITED** the registered office of which is at Lynwood House
373/375 Station Road Harrow Middlesex HA1 2AW (company registration number
0734142) ("JABAC")

(2) **THEORI DEMETRI BINNING PARTNERSHIP LIMITED** the registered office of which is at 1st
Floor (North) Devonshire House, Devonshire Street, London W1W 5DS (company
registration number 07286602) ("the Borrower")

RECITALS:

- (1) The Borrower owns the Property (as defined below)
- (2) JABAC has agreed to lend the Principal Sum (as defined below) to the Borrower,
secured by a Legal Charge over the Property, on the following terms and conditions

NOW THIS DEED WITNESSES as follows

1 Definitions and interpretations

In this charge (unless the context otherwise requires)

- 1 1 "the Act" means the Law of Property Act 1925 as amended;
- 1 2 "the Interest Rate" means 24% per annum,
- 1 3 "the Property" means the leasehold land known as Flat B, 25 Melrose Avenue,
London N22 5EA as the same is demised for a term of years pursuant to a lease of
even date granted out of Land Registry freehold Title Number NGL110625 and to be
registered with Title Absolute; and all fixtures in or about the said premises, and all
and every interest in them or in the proceeds of sale of them which the Borrower
may charge at law or in equity;
- 1 4 "the Principal Sum" means all monies presently due by the Borrower to the Lender,
- 1 5 "the Secured Sums" means the Principal Sum and all money and liabilities for the
time being due owing or incurred to JABAC by the Borrower (whether actually or
contingently, solely or jointly with any other person, or as principal or surety),
including further advances and all and any sums becoming due under this charge and

all interest, discount commission or other lawful charges and expenses which JABAC may in the course of its business charge for keeping the Borrower's account or in respect of any of the matters specified above and so that interest shall be computed and compounded according to the usual mode of JABAC at the Interest Rate as well after as before any demand made or judgment obtained; and

1 6 the expression "the Borrower", where the context so admits, includes the person for the time being entitled to redeem this security and the expression "JABAC", where the context so admits, includes its successors in title and assigns.

1 7 words importing the singular shall be construed as importing the plural and vice versa; and

1 8 obligations of more than one person are joint and several obligations

2. Payment of Secured Sums

2.1 The Borrower covenants with JABAC that, as and when the Secured Sums or any part of them are due for payment, the Borrower will pay the Secured Sums, or the part of them due to be paid, to JABAC

2.2 For so long as the Secured Sums (or any part of it) shall remain outstanding, the Borrower hereby covenants with JABAC that it will make such payments of capital and interest in the sums advised to it from time to time by JABAC

2.3 Interest accruing on the Principal Sum (or the balance outstanding from time to time) shall be calculated on a daily basis.

3. Legal charge

3 1 The Borrower acknowledges receipt of the Principal Sum

3 2 The Borrower, with full title guarantee, charges the Property to JABAC by way of legal mortgage as a continuing security for payment of all money covenanted to be paid by the Borrower under this charge

3.3 The Borrower also charges all moveable plant, machinery, implements, building material, furniture and equipment now and from time to time placed on or used in or about the Property by way of floating security for payment of all money

covenanted to be paid by the Borrower under this charge, and the definition of the Property is to be constructed accordingly

3 4 This charge secures further advances

4. Borrowers covenants

The Borrowers covenants with JABAC to observe and perform the restrictions and obligations set out below.

4.1 Repair

The Borrower must keep the Property in a good state of repair and in good working order and condition, and renew and replace the fixtures and fittings about the Property when they become obsolete, worn out or destroyed.

4.2 Outgoings

The Borrower must pay all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever, whatever governmental, municipal or otherwise, imposed upon or payable in respect of the Property as and when they become payable and must produce the receipt for such payments on demand

4.3 JABAC's right of inspection

The Borrower must permit JABAC at any time upon reasonable prior notice (save in an emergency) to enter upon all buildings, erections or structures forming part of the Property (without prejudice to the powers conferred by this charge and without becoming a mortgagee in possession) for any reasonable purpose and to view the state of them.

4.4 Not to alter buildings

The Borrower must not make any alterations to any buildings, erections or structures, fixed plant or machinery, fixtures or fittings for the time being forming part of the Property or put or erect any new buildings without the previous consent in writing of JABAC, or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by JABAC in writing

4.5 Compliance with covenants and notices

4.5.1 The Borrower must observe and perform all covenants, conditions, agreements or obligations on his part to be observed and performed contained in any lease under which the Property are held by it, and must enforce observance and performance of the landlord's covenants in any such lease

4.5.2 If the Borrower receives any notice served under section 146 of the Act, or any proceedings for forfeiture of his lease or any superior lease are commenced, or the landlord or any superior landlord attempts to re-enter under the provisions of his lease, he must give immediate notice in writing to JABAC and at the request of JABAC, but at the expense of the Borrower, take such steps as JABAC may require.

4.6 Insurance

The Borrower must insure and keep insured, in the joint names of the Borrower and JABAC, such of the Property as are of insurable nature, against loss or damage, to their full insurable value, in a manner approved by JABAC. If so required, the Borrower must deposit with JABAC every such policy of insurance and the receipt for the latest premium payable under the policy.

4.7 Proceeds from insurance claims

The Borrowers must ensure that all money payable under any insurance in respect of loss or damage to the Property, whether effected or maintained pursuant to the covenants contained in this charge or otherwise, is paid to JABAC or, if it is paid to the Borrower, must

hold it on trust for JABAC to be applied in making good the loss or damage in respect of which it is received, if JABAC so requires, in or towards the discharge of the Secured Sums

4.8 Compliance with terms conveyances etc

The Borrower must observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Property and binding on the Borrower

4.9 Compliance with Acts of Parliament

The Borrower must observe any and every enactment (including all Acts of Parliament now or to be passed) relating to or affecting the Property or any development or the use of them for any purpose or the employment of persons in the Property, and must execute all works and provide and maintain all arrangements which are or may be recommended directed or required to be executed, provided or maintained at any time by any authorised person, authority or body.

4.10 Not to create other mortgages

The Borrower must not create, or permit to subsist, any mortgage, pledge, charge, incumbrance, lien or security interest in the Property other than this security

4.11 Not to sell the Property

The Borrower must not sell or dispose of the Property, or any estate or interest in them, or share or part with possession or occupation of them

4.12 Perfecting security

The Borrower must execute and do all such assurances and things as JABAC may require for perfecting this security, preserving the Property, facilitating the realisation of the Property

in such manner as JABAC may think fit and directs, and for exercising all powers, authorities and discretions conferred by this charge or by law on JABAC or any receiver appointed by it

4.13 Payment of costs etc

The Borrower must pay on demand, and must indemnify JABAC against all costs, charges and expenses (whether in nature of income or capital) incurred by JABAC, or any receiver appointed by it, in, or in connection with, the exercise of any powers conferred by this charge or by statute or which they or either of them incur in, or in connection with, the recovery or attempted recovery of the Secured Sums, the preservation or attempted preservation of this security or the Property, and the remuneration of any receiver

5. Statutory powers

- 5 1 The statutory powers conferred on JABAC as varied and extended by this charge and all others powers conferred in this charge shall, in favour of any purchaser (as defined in section 205 of the Act) or person dealing in good faith, be deemed to arise and be exercisable immediately after the execution of this charge
- 5 2 The Borrower must not exercise any of the powers leasing or accepting surrenders of leases conferred by sections 99 and 100 of the Act or by common law without the consent in writing of JABAC previously obtained, but JABAC may grant or accept surrenders of leases without restriction after the power of sale has become exercisable
- 5 3 The restriction on the right of consolidating mortgage securities that is contained in section 93 of the Act shall not apply to this security

6. Enforcement of security

6.1 Powers to be exercisable without restrictions

Section 103 of the Act shall not apply to this security. Failing payment of the Secured Sums as and when they become due, or on any other breach of the covenants and conditions on the Borrower's part contained in this charge, this security will become enforceable and the powers conferred on JABAC by the Act and this charge immediately exercisable, without the restrictions contained in the Act as to the giving of notice or otherwise, with respect to the whole or any part of the Property

6.2 Appointment of receiver

6.2.1 At any time after this security has become enforceable or at any time the Property appear to JABAC to be in danger of being taken in execution by any creditor of the Borrower or to otherwise be in jeopardy, JABAC may by writing under the hand of any officer of JABAC and without notice to the Borrower

- (a) appoint any person (whether an officer of JABAC or not) to be a receiver of the Property or any part of them and
- (b) remove any such receiver whether or not appointing another in his place, and may, at any time of appointment or at any time subsequently, fix the remuneration of any receiver so appointed

6.2.2 None of the restrictions imposed by the Act in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply

6.2.3 Any such receiver so appointed shall, in addition to the powers conferred by the Act to such extent and upon such terms and conditions as he may in his absolute discretion think fit and without being responsible for any loss or damage which may arise or be occasioned, have power at his discretion

- (a) to take possession of collection and get in the Property or any part of them;
- (b) to repair, insure, protect, improve, enlarge, develop, build, reconstruct or replace the Property or any part of them, or to acquire by purchase lease or otherwise any further property assets or rights,

- (c) to dispose, or concur in disposing, of or let or concur in letting the Property or any part of them, surrender or accept surrenders of any lease or concur in surrendering or accepting surrenders of any lease of the Property or any part of them, and in particular (but without prejudice to the generality of the above) to carry such disposal, letting, surrendering or accepting surrenders in the name or on behalf of the Borrower or otherwise,
- (d) to exercise all the powers conferred on the Borrower by any statute, deed or contract in respect of any part of the Property,
- (e) to make any arrangements or compromise in respect of the rights of the Borrower;
- (f) to appoint, employ or dismiss managers, officers, contractors or agents,
- (g) to retain his remuneration and all costs, charges, and expenses incurred by him out of any money received by him,
- (h) to do all such other acts and things he may consider incidental or conclusive to the exercise of any of the above powers; and
- (i) to do anything in relation to the Property that he could do if he were absolutely entitled to them

The receiver shall in the exercise of his powers conform to any regulations and directions made by JABAC and shall not be responsible, nor shall JABAC be responsible, for any loss occasioned as a result

6.2.4 A receiver appointed under this security shall be deemed to be the agent of the Borrower, and the Borrower alone shall be responsible for his acts and defaults and his remuneration.

6.3 Exercise of receiver's powers by JABAC

At any time after this security has become enforceable and notwithstanding the appointment of any receiver under it, JABAC may at its discretion, without being responsible for any loss or damage that may arise in that connection and without any consent by the Borrower, exercise any power a receiver appointed by it could exercise

6.4 Sale of the Property

When the Property or any part of them are sold by JABAC or any receiver appointed by it they may be sold.

6 4 1 together or in parcels;

6 4.2 by public auction or private contract; and

6 4 3 for a lump sum, a sum payable by instalments, or a sum on account and a mortgage of charge for the balance

JABAC or the receiver may make any special or other stipulations as to title or otherwise which JABAC or the receiver consider expedient and may buy in, rescind or vary and contract for sale

7. Money

7 1 Subject to clause 7 2, all money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge shall be applied in the following order of priority.

7 1 1 in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Property including remuneration of any receiver,

7 1 2 in payment of the interest remaining unpaid; and

7 1 3 in payment of all principal money, premiums or other sums comprised in the Secured Sums,

and any other surplus may be paid to the person so entitled

7 2 If JABAC so determines, payments may be made on account of the principal money, premiums or other sums comprised in the Secured Sums, but this alteration in the order of payment shall not prejudice the right of the Borrower to receive the full amount to which it would have been entitled if the ordinary order of payment had been observed, or any less amount which the sum ultimately realised from the security may be sufficient to pay

8. Power of attorney

The Borrower hereby irrevocably and by way of security appoints JABAC, and any person nominated for the purpose by JABAC in writing under hand by an officer of JABAC (including every receiver appointed by it), severally as attorney of the Borrower for the Borrower, in its name, on its behalf and as its acts and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing which it ought to execute and do under the covenants, undertakings and provisions contained in this charge or which may be required or deemed proper in the exercise of any rights or powers under this charge or otherwise for any of the purposes of this security; and the Borrower covenants with JABAC to ratify and confirm all acts and things made done or executed by such attorney as specified above

9. Liability of JABAC or receiver

Neither JABAC nor any receiver appointed by JABAC shall by reason of JABAC or any such receiver entering into possession of the Property or any part of them be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable

10. Persons dealing with JABAC or receiver

No person dealing with JABAC any receiver appointed by it, or its or his attorney or agent shall be concerned, bound or entitled to enquire, or be affected by notice as to

- 10.1 whether this security has become enforceable,
- 10.2 whether any power exercised or purported to be exercised by JABAC or a receiver has become exercisable,
- 10.3 as to the propriety, regularity or purpose of the exercise of any power under this charge,
- 10.4 whether any money remains due on the security of this charge, or

10.5 as to the necessity or expediency of the stipulations and conditions subject to which any disposition is made,

and the receipt of JABAC, any receiver, or its of his attorney or agent for any money shall effectively discharge the payor from such matters and from being concerned to see to the application, of being answerable for the loss or misapplication of, the money

11. Continuing security

11.1 This security shall be continuing security to JABAC, shall not be considered as satisfied or discharged by any intermediate payment of the whole or part of the Secured Sums and shall be in addition, and without prejudice, to and shall not affect any other mortgages, charges, securities, liens, remedies or guarantees whatsoever which may now or at any time subsequently be held for or in respect of the Secured Sums

11.2 JABAC may, on receiving notice that the Borrower has incumbered the Property, close any account with the Borrower and open a new account and (without prejudice to any right of JABAC to combine accounts) no money paid in or carried to the Borrower's credit in any such new account shall be appropriated towards, or have the effect of discharging, any part of the amount due to JABAC on any such closed account

11.3 If JABAC does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received the notice, and as from that time all payments made by the Borrower shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Borrower to JABAC at the time when it received the notice

12. Default by the Borrower

Without prejudice to any other rights and remedies of JABAC and whether or not the Secured Sums have become due, if default is at any time made by the Borrower in the performance of all or any of its covenants contained in this charge it shall be lawful but not obligatory for JABAC to perform them or to settle, liquidate, compound or contest any claim made against the Borrower and to pay all costs, expenses and damages occasioned as a result and with power, in the case of failure to repair buildings or to carry out any works or do anything in accordance with the covenants and obligations contained above, to enter upon the Property without being deemed to be a mortgagee in possession by reason of such entry

13. Registration of Charge

In the event that the holder of any prior charge does not consent to the registration of this Charge or for some other reason JABAC is unable to register this Charge as a legal charge the Borrower agrees that JABAC may note this Charge against the registered Title of the Property and the Borrower shall provide all such assistance as may be required by JABAC in effecting such registration and all costs of doing so shall be payable as part of the Secured Sums under this Charge

14. Indulgence

JABAC may at any time or times, without discharging or in any way prejudicing this security or any remedy of JABAC under this charge

- 14.1 grant to the Borrower or to any other person time or indulgence or further credit, loans or advances,
- 14.2 enter into any arrangement, or variation of rights; or
- 14.3 abstain from perfecting or enforcing any remedies, securities, guarantees or rights that may now or subsequently have from or against the Borrower or any other person

15. Demands and notices

- 15 1 A demand or notice under this charge shall be made in writing, signed by an officer of JABAC, and may be served on the Borrower either personally or by post
- 15 2 A demand or notice by post may be addressed to the Borrower at his address or place of business last known to JABAC or at its registered office.
- 15 3 A demand or notice so addressed and posted shall be effective notwithstanding that it is returned undelivered and notwithstanding the death of the Borrower

16. Representation and warranty

The Borrower represents and warrants to JABAC the execution of this charge and the observance and performance of his obligations under this charge does not contravene any charge, mortgage, lease, loan facility or other agreement.

IN WITNESS whereof the parties have duly executed this Deed the day and year first before written

Executed as a Deed on behalf of

)

)

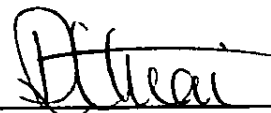
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)

)

THEORI DEMETRI BINNING PARTNERSHIP LIMITED

by its authorised signatory/signatories.



Director

Director

[If one director signing]


in the presence of

Witness signature

Name

Address

Occupation



AREEF PATEL
Solicitor

WITMORE LAW LLP
SOLICITORS
UNIT 3, BALFOUR HOUSE
3 HIGH RD, ILFORD, ESSEX IG1
T 020 8477 1599 FAX 020 8477 1