


MR01

Particulars of a charge

025867/23

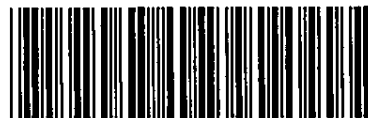


Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with
Please see 'How to pay'


☒ **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**
You may not use this form to
register a charge where
instrument Use form MR01



A16 04/02/2017 #83
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 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 will be scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 03092065

Company name in full IVANICA 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 02/02/2017

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 Ivan Mahon

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

Particulars of a charge

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

Brief description

Freehold property known as 22 Richmond Avenue
Leicester LE2 8AX

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

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

☐ Yes

☒ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ 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

☒ Yes

☐ 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

☐

¹ This statement may be filed after the registration of the charge (use form MR06)

9

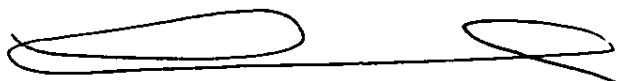
Signature

Please sign the form here

Signature

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 Sarah Miles

Company name Langleys Solicitors LLP

Address Olympic House

995, Doddington Road

Post town Lincoln

County/Region

Postcode L N 6 3 S E

Country

DX DX 700678 North Hykeham 2

Telephone 01522 888555



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



FILE COPY

Handwritten signature or initials.

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3092065

Charge code: 0309 2065 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd February 2017 and created by IVANICA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2017.

Given at Companies House, Cardiff on 10th February 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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

LEGAL CHARGE

This agreement is dated 2 february 2017


J.R.
SOME PROPERTY LAWYERS

BETWEEN:

- 1 Cristina Ruiz Villena of 2 Bassenthwaite, Huntingdon, PE29 6UL ("the **first Mortgagor**"), and
- 2 Ivanica Ltd incorporated and registered in the UK with company number 3092065 whose registered office is at 2 Bassenthwaite, Huntingdon, PE29 6UL ("the **second Mortgagor**"), and
- 3 Ivan Mahon of 2 Bassenthwaite, Huntingdon, PE29 6UL, ("the **Creditor**")

BACKGROUND

- (A) In connection with money owed and/or any future money that may be owed by the Mortgagor to the Creditor, the Mortgagor has agreed to give security by way of this legal charge in favour of the Creditor

OPERATIVE PROVISIONS

1. Interpretation

1.1 The following definitions shall have the following meanings

- "Expenses"** means all expenses (on a full indemnity basis) incurred by the Creditor or any Receiver at any time in connection with the Property or the Mortgagor's Obligations or in taking or perfecting this agreement or in preserving, defending or enforcing the security created by this agreement or in exercising any power under this agreement or otherwise, with Interest from the date they were incurred
- "Interest"** means interest at the annual rate of 1% over the base rate from time to time of the Bank of England, to not exceed 4%
- "Loan"** means the sum of £61,285 00
- "Mortgagor"** means the first Mortgagor and the second Mortgagor
- "Mortgagor's Obligations"** means all the Mortgagor's liabilities to the Creditor of any kind and in any currency (whether present or future, actual or contingent and whether incurred alone or jointly with another), together with Interest and Expenses
- "Property"** means the freehold property known as 22 Richmond Avenue, Leicester, LE2 8AX, as registered at the Land Registry under title number LT136701

- 1.2 The rules of interpretation in this clause 1 apply in this agreement
- 1.3 Clause headings do not affect the interpretation of this agreement

- 1 4 Except where a contrary intention appears, a reference to a clause is a reference to a clause of this agreement
- 1 5 Unless otherwise specified, a reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it
- 1 6 A person includes a corporate or unincorporated body
- 1 7 Writing or written includes faxes, but not email
- 1 8 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done
- 1 9 Unless the context otherwise requires, (a) words in the singular shall include the plural and in the plural shall include the singular and (b) a reference to one gender shall include a reference to the other genders
- 1 10 Any words following the terms "including", "include", "in particular" or "for example" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms
- 1 11 References to the "Property" include any part of it and the "Property" includes all covenants and rights affecting or concerning the same The "Property" also includes any share from time to time held by the Mortgagor in any management company of the Property
- 1 12 The expressions "Mortgagor" and "Creditor" include, where the context admits, their respective successors in title and assigns

2. Charge

- 2 1 The Mortgagor covenants to discharge on demand the Mortgagor's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Creditor
- 2 1 1 by way of legal mortgage of all legal interests, and otherwise by way of fixed charge, the Property,
- 2 1 2 by way of fixed charge all rents receivable from any licence to occupy, tenancy or lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property

3. Repair, alteration and insurance

- 3 1 The Mortgagor will keep the Property in good condition and comprehensively insured to the Creditor's reasonable satisfaction for their full reinstatement cost and, in default, the Creditor (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property The Mortgagor will deposit with the Creditor the insurance policy or, where the Creditor agrees, a copy of it
- 3 2 The Mortgagor will not without the prior written consent of the Creditor make any alteration to the Property that would require planning permission or approval under any building regulations
- 3 3 The Mortgagor will hold in trust for the Creditor all money received under any insurance of the Property and, at the Creditor's option, will apply the same in making good the relevant loss or damage or in or towards discharge of the Mortgagor's Obligations

4. Restrictions on charging, leasing or disposing or parting with possession

- 4 1 The Mortgagor will not without the Creditor's prior written consent
 - 4 1 1 create or permit to arise any mortgage, charge or lien on the Property,
 - 4 1 2 grant or accept a surrender of any lease or licence of the, or
 - 4 1 3 dispose of or part with or share possession or occupation of the Property
- 4 2 If the Creditor does consent to the creation of a mortgage, charge on the Property, it may require a priority agreement or deed with the mortgagee or chargee. In the case of registered land, this will require registration and will be a public document
- 4 3 Where the Property is registered land, the Mortgagor applies and agrees that the Creditor may apply for a restriction to be entered on the register of the Property that no disposition of the registered estate by the proprietors of the registered estate or by the proprietors of any registered charge is to be registered without a written consent signed by the proprietor of the for the time being of the charge created by this agreement in favour of the Creditor referred to in the charges register of the Property.

5. Powers of the Creditor

- 5 1 The Creditor may without restriction grant or accept surrenders of leases of the Property
- 5 2 The Creditor may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property and may fix and pay the fees of a Receiver, but any Receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts, defaults and remuneration
- 5 3 All or any of the powers conferred on a Receiver by clause 6 may be exercised by the Creditor without first appointing a Receiver or notwithstanding any such appointment
- 5 4 The Creditor will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Creditor
- 5 5 Section 93(1) of the Law of Property Act 1925 shall not apply to this agreement

6. Receivers

- 6 1 Any Receiver appointed by the Creditor shall (in addition to all powers conferred on him by law) have the following powers, which, in the case of joint Receivers, may be exercised jointly or severally
 - 6 1 1 to take possession of and generally manage the Property and any business carried on at the Property,
 - 6 1 2 to carry out on the Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or equipment,
 - 6 1 3 to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land,
 - 6 1 4 to sell, lease, surrender or accept surrenders of, lease, charge or otherwise deal with and dispose of, the Property without restriction, including power to dispose of any fixtures separately from the Property,

- 6 1 5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor,
 - 6 1 6 to take, continue or defend any proceedings (in the Company's name or otherwise) and enter into and arrangement, settlement or compromise,
 - 6 1 7 to insure the Property and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen,
 - 6 1 8 to employ advisers, consultants, managers, agents, workmen and others and purchase or acquire materials, tools, equipment, goods or supplies,
 - 6 1 9 to borrow any money and secure the payment of any money in priority to the Mortgagor's Obligations for the purpose of the exercise of any of his powers, and
 - 6 1 10 to do any other acts that the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property
- 6 2 If the Mortgagor is an individual, the Mortgagor grants to such Receiver an irrevocable licence to use in connection with any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove, store, sell and/or dispose of any such property. The Receiver will account to the Creditor for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale, and that amount shall be a debt due from the Creditor to the Mortgagor
- 6 3 A Receiver shall apply all money he receives first in payment of all money borrowed by him and his expenses and liabilities and in payment of his fees, and secondly towards the remaining matters specified in section 109(8) of the Law of Property Act 1925

7. Preservation of other security and rights and further assurance

- 7 1 This agreement is in addition to any other security present or future held by the Creditor for the Mortgagor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Creditor
- 7 2 The Mortgagor will (at the Mortgagor's own expense) at the Creditor's request promptly execute any deed or document and take any action required by the Creditor to perfect this security or further to secure the Mortgagor's Obligations on the Property
- 7 3 The second Mortgagor certifies that the charges created by this agreement do not contravene any provision of its memorandum or articles of association or any agreement binding on it or any of the Property

8. Interest

- 8 1 Interest will be calculated both before and after demand or judgment on a daily basis and compounded monthly

9. Repayment

- 9 1 Repayment of the Loan secured by this charge is to be by way of no more than 216 monthly instalments commencing on the first day of the following month of the date of signing and monthly thereafter. Early repayment is acceptable without penalty. The Creditor agrees to release his charge over the Property registered at the Land Registry upon receipt of the final instalment or upon full repayment of the loan, whichever occurs first.

10. Severability

- 10 1 Each of the provisions of this agreement shall be severable and distinct from one another. If one or more of such provisions is invalid or unenforceable, the remaining provisions shall not in any way be affected.

11. Counterparts

- 11 1 This agreement may be executed in any number of counterparts, and by the parties on separate counterparts, each of which so executed and delivered shall constitute an original, but all the counterparts shall together constitute one and the same instrument.

12. Entire agreement

- 12 1 This agreement constitutes the entire agreement and understanding of the parties and supersedes any previous agreement or understanding between them relating to the subject matter of this agreement.

13. Notices

- 13 1 Any notice given under this agreement must be in writing and delivered to the recipient at the address detailed at the start of this agreement or at such other address as has been notified to the sender previously in writing.
- 13 2 A notice given under this agreement shall be validly served if sent by email.

14. Rights of third parties

- 14 1 A person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

15. Law and jurisdiction

- 15 1 This agreement shall be governed by and construed in accordance with the laws of England and each of the parties hereto submits to the exclusive jurisdiction of the English Courts as regards any claim or matter arising under this agreement.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Executed as a deed by
Ivan Mahon
in the presence of

)
)
)



Witness's signature



Witness's name

KEN CHENG

Witness's address

2 BASSENTHWAITE

HUNTINGDON

PE29 6UL.

Witness's occupation

LAB ANALYST.

Executed as a deed by
Cristina Ruiz Villena
in the presence of

)
)
)



Witness's signature



Witness's name

KEN CHENG

Witness's address

2 BASSENTHWAITE

HUNTINGDON

PE29 6UL.

Witness's occupation

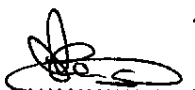
LAB ANALYST.

Executed as a deed by Ivan Mahon
a director, duly authorised to sign on
behalf of Ivanica Ltd
in the presence of

)
)
)
)



Witness's signature



Witness's name

KEN CHENG

Witness's address

2 BASSENTHWAITE

HUNTINGDON

PE29 6UL.

Witness's occupation

LAB ANALYST.