



**Registration of a Charge**

Company Name: **A.A.Z. PROPERTIES LIMITED**

Company Number: **04338230**



Received for filing in Electronic Format on the: **04/02/2022**

XAX3Z7YW

**Details of Charge**

Date of creation: **18/01/2022**

Charge code: **0433 8230 0040**

Persons entitled: **CLAUDIA MARCELA CARO ZORBIS**

Brief description: **145 TOTTENHAM LANE LONDON N8 9BT AND REGISTERED WITH THE LAND REGISTRY UNDER TITLE NUMBER NGL364194**

**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: **PETER BROWN & CO SOLICITORS**



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

Company number: 4338230

Charge code: 0433 8230 0040

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th January 2022 and created by A.A.Z. PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th February 2022 .

Given at Companies House, Cardiff on 7th February 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**

**LOAN AGREEMENT**

between

**A.A.Z PROPERTIES LIMITED**

and

**CLAUDIA MARCELA CARO ZORBIS**

PETER BROWN & CO, SOLICITORS LLP  
COMER HOUSE  
19 STATION ROAD  
NEW BARNET  
HERTS EN5 1QJ

DX 47706 NEW BARNET  
TEL: 020 8447 3277  
FAX: 020 8447 3282

## CONTENTS

---

### CLAUSE

1. Definitions and Interpretation .....	1
2. Loan .....	2
3. Purpose of loan.....	2
4. Repayment .....	2
5. Interest .....	2
6. Grant of security .....	2
7. Representations.....	2
8. Covenants .....	3
9. Enforcement of security .....	5
10. Costs .....	5
11. Release .....	5
12. Assignment and transfer.....	5
13. Events of Default .....	5
14. Joint and Several Liability .....	6
15. Notices .....	7
16. Governing law.....	7
17. Jurisdiction.....	7

This deed is made on 18 JANUARY 2022

## **PARTIES**

- (1) A.A.Z PROPERTIES LIMITED incorporated and registered in England and Wales under Company Number 04338230 and whose registered office address is Solar House, 282 Chase Road, N14 6NZ. **(Borrower)**
- (2) CLAUDIA MARCELA CARO ZORBIS of Flat 4, 2a Helenslea Avenue, NW11 4ND **(Lender)**

## **AGREED TERMS**

### **1. Definitions and interpretation**

The following definitions and rules of interpretation apply in this agreement.

#### **1.1 Definitions**

**Borrower's Conveyancer:** Peter Brown & Co, Solicitors LLP, Ground & First Floor, Comer House 19 Station Road New Barnet EN5 1QJ.

**Event of Default:** any event or circumstance listed in clause 13 of this agreement.

**Loan:** the sum of £1,000,000.00 lent or to be lent by the Lender to the Borrower or (as the context requires) the total amount outstanding of that sum.

**LPA 1925:** the Law of Property Act 1925.

**Property:** the freehold owned by the Borrower at 145 Tottenham Lane, London N8 9BT and registered with the Land Registry under title number NGL364194.

**Repayment Date:** the earlier of (1) the re-finance of the Property by the Borrower or (2) the date two years from the date of this agreement or (3) the date stipulated by the Lender on not less than one months notice.

**Security:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

#### **1.2 Interpretation**

A reference in this agreement to a mortgage of, or over, the Property applies to:

- (a) all buildings and fixtures and fittings that are situated on, or form part of, the Property at any time;

- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

## **2. Loan**

The Lender provides the Loan to the Borrower by bank transfer to the account of the Borrower subject to the terms of this agreement.

## **3. Purpose of loan**

The Borrower will use the Loan to buy the Property and not for any other purpose.

## **4. Repayment**

4.1 The Borrower covenants to repay to the Lender the Loan in full on the Repayment Date or, if earlier, following a demand by the Lender at any time after an Event of Default has occurred.

4.2 The Borrower may repay to the Lender the Loan in full or in part at any time, following notice to the Lender specifying the amount of the repayment.

## **5. Interest**

5.1 This is an interest free loan.

## **6. Grant of security**

The Borrower will enter into the form CH1 annexed to this agreement at Annex A.

## **7. Representations**

The Borrower represents and warrants to the Lender on each day until the Loan has been unconditionally and irrevocably paid in full that:

- (a) the Borrower is the sole legal and beneficial owner of the Property and has good and marketable title to the Property;
- (b) the Property is free from any Security other than the Security created by this agreement;

- (c) the Borrower has not received or acknowledged notice of any adverse claim by any person in respect of the Property or any interest in it;
- (d) there are no covenants, agreements, reservations, conditions, interests, rights or other matters that materially adversely affect the Property;
- (e) there is no breach of any law or regulation that materially adversely affects the Property;
- (f) no facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use;
- (g) nothing has arisen, has been created or is subsisting, that would be an overriding interest in the Property; and
- (h) no Security expressed to be created under this agreement is liable to be avoided, or otherwise set aside, on the bankruptcy of the Borrower or otherwise.

## **8. Covenants**

### **8.1 Negative pledge and disposal restrictions**

The Borrower will not at any time, except with the prior written consent of the Lender:

- (a) create or permit any Security on, or in relation to, the Property other than the Security created by this agreement;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner all or any part of, or any interest in, the Property; or
- (c) create or grant any interest in the Property in favour of a third party.

### **8.2 Preservation of Property**

The Borrower will not do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the Security held by the Lender or materially diminish the value of the Property or the effectiveness of the Security created by this agreement.

### **8.3 Repair and maintenance**

The Borrower will keep all fixtures and fittings on the Property in good repair and condition and will keep the Property adequately and properly painted and decorated and replace any fixtures and fittings that have become worn out or otherwise unfit for use, with others of a like nature and equal value.

### **8.4 No alterations**

The Borrower:

- (a) will not, without the prior written consent of the Lender:

- (i) pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or
  - (ii) make or permit to be made any material alterations to the Property or sever or remove or permit to be severed or removed any fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with clause 8.3); and
- (b) will promptly give notice to the Lender if the Property or fixtures or fittings forming part of the Property are destroyed or damaged.

#### **8.5 Insurance**

The Borrower:

- (a) will insure and keep insured (or, where insurance is the responsibility of the landlord under the terms of the lease, procure that the landlord insures and keeps insured the Property for its full reinstatement value against fire and any other risks that would be insured against by prudent persons or that the Lender reasonably requires to be insured against from time to time; and
- (b) will, if requested by the Lender, produce to the Lender the policy, certificate or cover note relating to any such insurance required by this clause 9.5 (or, where the insurance is arranged by the landlord, such evidence of insurance as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease).

#### **8.6 Insurance premiums**

The Borrower:

- (a) will pay promptly all premiums in respect of any insurance policy on the Property and do all other things necessary to keep that policy in full force and effect; and
- (b) will (if requested by the Lender) produce to the Lender the receipts for all premiums and other payments necessary for arranging and renewing the insurance policies (or where, in the case of leasehold property, insurance is arranged by the landlord, produce such evidence of the payment of premiums as the Borrower is entitled to obtain from the landlord under the terms of the relevant lease).

#### **8.7 No invalidation of insurance**

The Borrower will not do or omit to do or permit to be done or omitted anything that may invalidate or otherwise prejudice any insurance policies relating to the Property.

#### **8.8 Payment of rent and outgoings**

The Borrower will:



- (a) where the Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time; and
- (b) pay (or procure payment of), when due, all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Property or on its occupier.

## **9. Enforcement of security**

### **9.1 When security becomes enforceable**

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this agreement) will, as between the Lender and a buyer from the Lender, arise on and be exercisable at any time after the execution of this agreement, but the Lender will not exercise the power of sale or other powers until an Event of Default occurs, at which time they will become immediately exercisable.

### **9.2 When statutory powers arise**

Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the Security created by this agreement.

## **10. Costs**

The Borrower will pay to, or reimburse, the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to:

- (a) this agreement or the Property; and
- (b) suing for, or recovering, the Loan or any other amounts secured by this agreement.

## **11. Release**

Once the Loan and all other amounts secured by this agreement have been unconditionally and irrevocably paid and discharged in full (but not otherwise), the Lender will, at the request and cost of the Borrower, take whatever action is necessary to release the Property from the Security created by this agreement.

## **12. Assignment and transfer**

Neither the Lender nor the Borrower may assign or transfer any of their rights and obligations under this agreement.

## **13. Events of Default**

Each of the events set out in this clause is an Event of Default.

### **13.1 Non-payment**

The Borrower fails to pay any sum payable by it under this agreement when due, unless its failure to pay is caused solely either by:

- (a) an administrative error or technical problem and payment is made within seven days of its due date; or
- (b) an event (not caused by, and outside the control of, either party) that materially disrupts the systems that enable payments to be made or that otherwise prevents the Borrower from complying with their obligations under this agreement.

### **13.2 Non-compliance**

The Borrower fails (other than by a failure to pay) to comply with any clause of this agreement and, if the Lender acting reasonably considers that the default is capable of remedy, the default is not remedied within 14 days of the earlier of:

- (a) the Lender notifying the Borrower of the default and the remedy required; and
- (b) the Borrower becoming aware of the default.

### **13.3 Misrepresentation**

Any representation, warranty or statement made by the Borrower in relation to this agreement is (or proves to have been) incomplete, untrue, incorrect or misleading when made.

### **13.4 Bankruptcy**

Either:

- (a) the Borrower stops or suspends payment of any of its debts or is unable to pay any of its debts as they fall due; or
- (b) a petition for a bankruptcy order is presented or a bankruptcy order is made against the Borrower or the Borrower makes an application for a bankruptcy order.

### **13.5 Death**

The Borrower dies.

## **14. Joint and Several Liability**

- 14.1 Where the Lender or the Borrower is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this deed. The Lender may take action against, or release or compromise the

liability of, or grant any time or other indulgence to, any one of the persons comprising the Borrower without affecting the liability of any other of them.

**15. Notices**

- 15.1 Any notice or other communication given under this agreement must be in writing and must be delivered by hand or sent by first class post or other next working day delivery service.
- 15.2 Any notice or other communication to be given under this agreement must be given to the relevant party at the relevant address stated at the start of this agreement or as otherwise specified by the relevant party in writing to the other party.
- 15.3 Any notice or other communication given under this agreement will be deemed to have been received: if delivered by hand, at the time it is left at the relevant address; or if sent by first class post or other next working day delivery service, on the second working day after sending.

**16. Governing law**

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by and construed in accordance with the law of England and Wales.

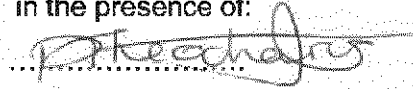
**17. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales will have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement is executed as a deed and is delivered and takes effect on the date written at the beginning of it.

Executed as a deed by A.A.Z Properties Limited acting by a director ~~ANTONAKIS~~ E. ZORBIS

in the presence of:



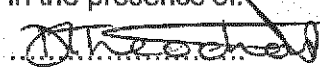
SIGNATURE OF WITNESS ~~DESANA THEODOROU~~  
NAME, ADDRESS AND OCCUPATION OF WITNESS SOLICITOR

Peter Brown & Co  
Solicitors LLP  
Ground & First Floor  
Comer House, 19 Station Road  
New Barnet EN5 1QJ  
DX47706 New Barnet



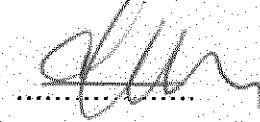
SIGNATURE OF Borrower

Signed as a deed by CLAUDIA MARCELA CARO ZORBIS  
in the presence of:



SIGNATURE OF WITNESS

NAME, ADDRESS ~~DESPINA THEODOROU~~  
AND OCCUPATION OF WITNESS



SIGNATURE OF Lender

Peter Brown & Co  
Solicitors LLP  
Ground & First Floor  
Comer House, 19 Station Road  
New Barnet EN5 1QJ  
DX47706 New Barnet

**Annex A      Form CH1**

# HM Land Registry

## Legal charge of a registered estate

# CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

1	Title number(s) of the property:  NGL364194
2	Property:  145 Tottenham Lane, London N8 9BT
3	Date:
4	Borrower:  A.A.Z Properties Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 04338230  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register:  CLAUDIA CARO ZORBIS  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

6 Lender's intended address(es) for service for entry in the register:

Solar House, 282 Chase Road, London N14 6NZ.

7 The borrower with

☒ full title guarantee

☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of the registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the Charge dated [ ] in favour of Claudia Caro Zorbis referred to in the Charges Register".

9 Additional provisions

This charge secures payment of all sums required pursuant to a loan agreement dated [ ] and which the borrower covenants to pay in accordance with the same.

10 Execution

EXECUTED as a DEED by )  
A.A.Z PROPERTIES LIMITED )  
acting by a director )  
in the presence of:- )

.....  
WITNESS SIGNATURE

WITNESS NAME

ADDRESS

OCCUPATION

SIGNED as a DEED by )  
CLAUDIA CARO ZORBIS )  
in the presence of:- )

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.