



Registration of a Charge

Company Name: **V W PROPERTIES LIMITED**

Company Number: **09513620**



Received for filing in Electronic Format on the: **30/06/2023**

XC6QZ2FT

Details of Charge

Date of creation: **30/06/2023**

Charge code: **0951 3620 0006**

Persons entitled: **ROVAGO BV**

Brief description: **80 MANSEL ROAD, SWANSEA, SA1 7JR**

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: **DEWI EVANS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9513620

Charge code: 0951 3620 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th June 2023 and created by V W PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th June 2023 .

Given at Companies House, Cardiff on 3rd July 2023

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**

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.

Enter the overseas entity ID issued by Companies House for the borrower pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

1	Title number(s) of the property: WA204806
2	Property: 80 Mansel Street, Swansea
3	Date: 30-6-2023
4	<p>Borrower: VW PROPERTIES LIMITED</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 09513620</p> <p><u>For overseas entities</u> (a) Territory of incorporation or formation:</p> <p>(b) Overseas entity ID issued by Companies House, including any prefix:</p> <p>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>

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.

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.

5 Lender for entry in the register:
ROVAGO BV

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation: Netherlands

(b) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

6 Lender's intended address(es) for service for entry in the register:
**Cruquiusweg 1, 2102 LS Heemstede, The Netherlands and
grota@akbono.com**

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 IS TO BE REGISTERED WITHOUT A WRITTEN CONSENT SIGNED BY THE DIRECTOR OF ROVAGO BV OR A CONVEYANCER ACTING ON THEIR BEHALF

9 Additional provisions
See CS sheet

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.

10 Execution

**EXECUTED AS A DEED BY THE SAID
VW PROPERTIES LTD
ACTING BY A DIRECTOR
IN THE PRESENCE OF:**



ANNA GALLMO

Clos Ceredog, Courthouse St,

Pontypidd, CF37 1W

WARNING

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.

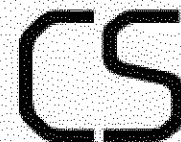
Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

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.

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HM Land Registry

Continuation sheet for use with application and disposition forms



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

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

Before each continuation, state panel to be continued, for example 'Panel 12 continued'.

1	Continued from Form: CH1	Title number(s): WA204806
2	<p>"Loan" means the sum of £120,000 (being a maximum advance of £70,000 to facilitate the purchase of the Property) together with additional sums for refurbishment payable following completion of this Charge</p> <p>"Interest" means the rate of 10% per annum payable monthly starting from the date of completion</p> <p>"Additional Interest" means 2% which will be added to the Interest in the Event of Default, such sum to accrue on the Principal until repayment</p> <p>"Term" means a maximum period of 12 months from the date of this Charge</p> <p>"Event of Default" means the failure of the Borrower to repay the whole principal amount before the end of the Term</p> <p>"Possession Action" means the Lender may instigate court action to obtain possession of the Property in the event that the Borrower does not repay the Loan at the end of the Term. A maximum default period of 60 days will apply from the date of the end of the Term.</p> <p>"Repayments" means monthly payments to a minimum of £1177 per month commencing on 1 August 2023</p> <p>"Personal Guarantee" means the assurance given by Jelena Van Wieren in her individual capacity to be personally liable for Loan in the Event of Default by the Borrower</p> <p>"Secured Liabilities" all present and future obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Loan (including, without limitation, all interest (including, without limitation, default interest) accruing in respect of those obligations or liabilities</p>	

Borrower Covenants – the Borrower covenants with the Lender to observe the following throughout the duration of the Loan:

Property covenants

1.1 Repair and maintenance

- (a) The Borrower shall keep all premises, and fixtures and fittings on the Property, in:
 - (i) good and substantial repair and condition and shall keep all premises 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; and
 - (ii) such repair and condition as to enable the Property to be let in accordance with all applicable laws and regulations.

1.2 No alterations

- (a) The Borrower shall not, without the Lender's prior written consent:
 - (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 of its fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with clause 1.1).
- (b) The Borrower shall promptly give notice to the Lender if the premises or fixtures or fittings forming part of the Property are destroyed or damaged.

1.3 Development restrictions

The Borrower shall not, without the Lender's prior written consent:

- (a) make or, in so far as it is able, permit others to make any application for planning permission or development consent in respect of the Property; or
- (b) carry out, or permit or suffer to be carried out, on the Property any development (as defined in each of the Town and Country Planning Act 1990 and the Planning Act 2008) or change or permit, or suffer to be changed, the use of the Property.

1.4 Insurance

- (a) The Borrower shall insure and keep insured the Charged Assets against:
 - (i) loss or damage by fire or terrorist acts, including any third-party liability arising from such acts;
 - (ii) other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Borrower; and
 - (iii) any other risk, perils and contingencies as the Lender may reasonably require.
- (b) Any such insurance must:
 - (i) be with an insurance company or underwriters on such terms, as are reasonably acceptable to the Lender;
 - (ii) include property owners' public liability and third-party liability insurance; and
 - (iii) be for not less than the replacement value of the relevant Charged Asset (meaning, in the case of any premises on the Property, the total cost of entirely rebuilding, reinstating or replacing the premises in the event of their being destroyed, together with architects', surveyors', engineers' and other professional fees and charges for shoring or propping up, demolition, site clearance and reinstatement with adequate allowance for inflation) and loss of rents payable by the tenants or other occupiers of the Property for a period of at least [three] years, including provision for increases in rent during the period of insurance.
- (c) The Borrower shall, if requested by the Lender, produce to the Lender each policy, certificate or cover note relating to any insurance required by clause (a) hereof
- (d) The Borrower shall, if requested by the Lender, procure that a note of the Lender's interest is endorsed on each Insurance Policy (other than public liability and third-party liability insurances) effected or maintained by it or any person on its behalf in accordance with clause 1.4(a) but without the Lender having any liability for any premium in relation to those Insurance Policies unless it has expressly and specifically requested to be made liable in respect of any increase in premium or unpaid premium in respect of any Insurance Policy.

- (e) The Borrower shall ensure that each Insurance Policy effected or maintained by it or any person on its behalf in accordance with clause (a) contains:
 - (i) a loss payee clause under which the Lender is named as first loss payee (other than in respect of any claim under any public liability and third-party liability insurances);
 - (ii) terms ensuring that it cannot be avoided or vitiated as against the Lender by reason of the act or default of any other insured party or any misrepresentation, non-disclosure or failure to make a fair presentation of risk by any other insured party;
 - (iii) a waiver of each insurer's rights of subrogation against the Borrower, the Lender and the tenants of the Property other than any such rights arising in connection with any fraud or criminal offence committed by any of those persons in respect of the Property or any Insurance Policy; and
 - (iv) terms ensuring that no insurer can repudiate, rescind or cancel it, treat it as avoided in whole or in part nor treat it as expired due to non-payment of premium without giving at least 30 days' prior written notice to the Lender.]

1.5 Insurance premiums

The Borrower shall:

- (a) promptly pay all premiums in respect of each Insurance Policy required by clause 1.4(a) and do all other things necessary to keep that policy in full force and effect; and
- (b) (if the Lender so requires) give to the Lender copies of the receipts for all premiums and other payments necessary for effecting and keeping up each Insurance Policy required by clause 1.4(a)

1.6 No invalidation of insurance

The Borrower shall not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy required by clause 1.4(a).

1.7 Proceeds from Insurance Policies

All monies payable under any Insurance Policy required by clause 1 shall (whether or not the security constituted by this deed has become enforceable):

- (a) be paid immediately to the Lender;

- (b) if they are not paid directly to the Lender by the insurers, be held, pending such payment, by the Borrower as trustee of the same for the benefit of the Lender; and
- (c) at the option of the Lender, be applied in making good or recouping expenditure in respect of the loss or damage for which those monies are received or in, or towards, discharge or reduction of the Secured Liabilities

1.8 Leases and licences affecting the Property

The Borrower shall not, without the Lender's prior written consent which consent, in the case of clause 1, is not to be unreasonably withheld or delayed in circumstances in which the Borrower may not unreasonably withhold or delay its consent:

- (a) grant any licence or tenancy affecting the whole or any part of the Property, or exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925 (or agree to grant any such licence or tenancy, or agree to exercise the statutory powers of leasing or of accepting surrenders under section 99 or section 100 of the LPA 1925);
- (b) in any other way dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property (or agree to dispose of, accept the surrender of, surrender or create any legal or equitable estate or interest in the whole or any part of the Property);
- (c) let any person into occupation, or share occupation, of the whole or any part of the Property; or
- (d) grant any consent or licence under any lease or licence affecting the Property.

1.9 No restrictive obligations

The Borrower shall not, without the Lender's prior written consent, enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Property.

1.10 Proprietary rights

The Borrower shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property, without the Lender's prior written consent.

1.11 Compliance with and enforcement of covenants

The Borrower shall:

- (a) observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and (if the Lender so requires) produce to the Lender evidence sufficient to satisfy the Lender that those covenants, stipulations and conditions have been observed and performed; and
- (b) diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) waive, release or vary any of the same.

1.12 Notices or claims relating to the Property

- (a) The Borrower shall:
 - (i) give full particulars to the Lender of any notice, order, direction, designation, resolution, application, requirement or proposal given or made by any public or local body or authority (a **Notice**) that specifically applies to the Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Notice; and
 - (ii) (if the Lender so requires) immediately, and at the cost of the Borrower, take all reasonable and necessary steps to comply with any Notice, and make, or join with the Lender in making, any objections or representations in respect of that Notice that the Lender thinks fit.
- (b) The Borrower shall give full particulars to the Lender of any claim, notice or other communication served on it in respect of any modification, suspension or revocation of any Environmental Licence or any alleged breach of any Environmental Law, in each case relating to the Property.

1.13 Payment of outgoings

The Borrower shall:

- (a) pay (or procure payment of the same) when due all charges, rates, taxes, duties, assessments and other outgoings relating to or imposed on the Property or on its occupier.

1.14 Rent reviews

- (a) The Borrower shall, if the Property is subject to occupational leases or licences, implement any upwards rent review provisions and shall not, without the Lender's prior written consent, agree to any change

in rent to less than the open market rental value of the relevant part of the Property.

1.15 Refinance

- (a) The Borrower undertakes to apply for alternative commercial finance of the Property upon immediate completion of the refurbishment works and to provide evidence of the application to the Lender.

1.16 Registration of legal mortgage at the Land Registry

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated in favour of ROVAGO BV referred to in the charges register or their conveyancer"

WARNING

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.

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