000265 13

tn accordance with Sections 859A and 859J of the Companies Act 2006

# MR01 Particulars of a charge



		<b>-</b>	
	A fee is payable with this form Please see 'How to pay' on the last page  You can use the WebFiling service Please go to www companieshouse go		
1	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 delivered outside of the 21 days it will be rejected unless it is accompan court order extending the time for delivery	*A2D5G4FC* A03 22/07/2013 #102	
	You must enclose a certified copy of the instrument with this form. This scanned and placed on the public record	COMPANIES HOUSE	
1	Company details	Fox official use	
Company number	3 0 7 2 9 0 3	→ Filling in this form	
Company name in full	TAMARAI LIMITED	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	1 8 0 7 2 0 1 3		
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	AZULE LIMITED	_	
	FIRST FLOOR, 2-4 HIGH STREET, DATCHET, BERKS, SL3 9EA	-	
Name		<del>-</del>   -	
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	_	

# Particulars of a charge Description Please give a short description of any land (including buildings), ship, aircraft or Continuation page Please use a continuation page if intellectual property registered (or required to be registered) in the UK which is you need to enter more details subject to this fixed charge or fixed security Description **DJ Control** 2x Proneer CDJ 2000 Nexus S No MCMP015319YY, MBMP014703YY 1x Pioneer DJM 900 Nexus S No MAMP010468YY Processing & System Control 1x BSS - BLU 100 1x BSS - BLU BOB2 2x BSS-BLU3 S No V13030539289, V13032118535 Fixed charge or fixed security Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box $\square$ Yes No 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 **Negative Pledge** Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box $\square$ Yes No

MR01.

	MR01 Particulars of a charge			
8	Trustee statement ®			
	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	● This statement may be filed after the registration of the charge (use form MR06)		
9	Signature			
	Please sign the form here			
Signature	Signature X			
<u></u>	This form must be signed by a person with an interest in the charge			

# Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name	ERRIE HALL			
Company name	ZULE LIMITED			
Address FIRST FLOOR, 2-4 HIGH STREET,				
Post town DA	CHET			
County/Region	BERKSHIRE			
Postcode	S L 3	9 E A		
Country ENG	GLAND			
DX				
Telephane 01	784-580500			

# ✓ 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



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3072903

Charge code: 0307 2903 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th July 2013 and created by TAMARAI LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd July 2013.

P

Given at Companies House, Cardiff on 24th July 2013





# MORTGAGE (all monies)

**Parties** 

This mortgage is made between the Mortgagor named below and Azule Ltd (Company Number 3151043) " the Mortgagee" which expression shall include the Mortgagee's successors and assigns) of E3 The Premier Centre, Luzborough Lane, Romsey SO51 9DG and whose address for all correspondence in connection with this mortgage is E3 The Premier Centre, Luzborough Lane, Romsey SO51 9DG

Date and Definition

CERTIFIED AS A TRUE COPY OF THE ORIGINAL DOCUMENT

ISAVALE

NAME:

DATE

SIGNED:

11 The date of this mortgage is 18th July 2013 In this mortgage the following expressions have the meanings respectively set out against them -

"Mortgagor"

TAMARAI LIMITED

(Company Number 3072903) of 11-12 Freetrade House, Lowther Road, Stanmore, Middlesex, HA7 1EP

"Goods"

the goods, particulars of which are set out in the Schedule to this mortgage and all

component parts, accessories,

improvements and renewals together with all books, manuals, handbooks, technical data, drawings, schedules and

other documentation and any

amendments to them belonging to the

Goods,

"Insurances"

all policies and contracts of insurance taken out or to be taken out in respect of the Goods, including all claims and benefits arising under them and returns of

premium,

"Securities Interest" any mortgage, charge, pledge, lien or

other encumbrance,

"Total Loss"

actual or constructive or compromised or

agreed or arranged total loss,

Interpretation

In this mortgage the masculine includes the feminine and the neuter, and the singular includes the plural. If the Mortgagor is two or more persons, that expression includes all such person (and each of them) and their liability under this mortgage is joint and several. The rights and obligations of the Mortgagor hereunder are personal to the Mortgagor and shall not be capable of being assigned or transferred.

Construction

13 The marginal notes are for the ease of the reference only

And do not affect the construction of this mortgage. Any reference in this deed to a statutory provision shall be construed as a reference to that provision as from time to time amended or re-enacted. The benefit of this deed and the security created hereby shall enure for the benefit of the Mortgagee's successors and assigns

### To Pay

The Mortgagor will on demand in writing made to the Mortgagor pay or discharge to the Mortgagee all monies and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurring to the Mortgagee by the Mortgagor whether actually or contingently and whether solely or jointly with any person and whether as principal or surety and including interest discount commission legal and other costs charged and expenses (on a full indemnity basis as between solicitor and own client) with value added tax (if any) thereon and so that interest shall be computed and compounded as well after as before any demand made or judgment obtained hereunder

#### Costs

Any legal or other costs, charges or expenses payable by the Mortgagor to the Mortgagee under the provisions of this mortgage are payable by the Mortgagor to the Mortgagee with value added tax thereon (if any) Legal Costs as payable on a full indemnity basis as between solicitor and own client

# Warranties by Mortgagor

- The Mortgagor warrants to the Mortgagee that the Mortgagor -
- (1) lawfully owns and is in possession of the Goods and that the Goods and the Insurances are free of any Security Interest (other than any Security Interest created or subsisting with the written consent of the Mortgagee),
- (11) has power by its memorandum of association and has taken all corporate action necessary to enter this mortgage,
- (11) is not subject to any prohibition or restriction of its right or ability to enter into this mortgage

### Mortgage

The Mortgagor hereby mortgages and charges with full title guarantee to the Mortgagee all its right, title and interest in the Goods as security for all sums payable by the Mortgagor to the Mortgagee under this mortgage

### Undertakings by Mortgagor

- 6 The Mortgagor
- (1) shall at its own expense keep the Goods in good working order and condition,

- (11) shall not use or permit the Goods to be used in contravention of any statute or regulation or for any purpose for which they are not designed or reasonably suitable and shall ensure that the use and operation of the Goods is by skilled personnel and is without risks to health and safety,
- (iii) shall not (except with the consent of the Mortgagee) sell, transfer, demise, let on hire or otherwise part with possession of the Goods or create or allow to arise any Security Interest in the Goods,
- (iv) shall maintain all records, logs and other records required by the manufacturers of the Goods,
- shall replace any component part or item of the Goods where necessary provided that such replacement is of at least equivalent value and condition when compared to the original,
- (vi) shall cause any alterations to the Goods that are from time to time required by law to be made at the Mortgagor's expense, but shall not otherwise alter the Goods,
- (vii) shall furnish the Mortgagee with a suitable maintenance transfer letter signed on behalf of the manufacturer of the Goods, if applicable and if the Mortgagee so requests in writing,
- (viii) shall notify the Mortgagee immediately -
  - (a) on demand of the whereabouts of the Goods,
  - (b) of any occurrence as a result of which the Goods are likely to become a Total Loss,
- (1x) shall, if requires by the Mortgagee, allow the Mortgagee to indicate on them its interest in the Goods,
- (x) shall permit any person authorized by the Mortgagee at all reasonable times to inspect the Goods and permit or procure the granting of permission for such person to enter any land or premises where the Foods may be situated,
- (xi) shall pay on demand to the Mortgagee with interest all its costs and expenses incurred in -
  - (a) the acceptance and registration of this mortgage,

- (b) the preservation of the Mortgagee's security in the Goods,
- (c) the exercise by the Mortgagee of any of its powers under this mortgage and in ascertaining the whereabouts and/or safekeeping of the Goods.
- (d) any legal proceedings instituted by the Mortgagee under this mortgage

#### Insurances

71 The Insurances shall be effected and maintained by the Mortgagor at all times while any amount is secured by this mortgage and shall be endorsed with a note of the Mortgagee's interest

### Risks Insured

7 2 The insurances shall be all risks cover under policies, on term, subject only to exclusions and/or an excess approved by the Mortgagee and with insurers acceptable to Mortgagee

### Sum Insured

73 The Goods shall be insured for their market value as agreed by the parties or, failing agreement, as determined, at the expense of the Mortgagor, by a valuer acceptable to the parties

### **Premiums**

7 4 The Mortgagor will pay punctually all premiums payable by the Mortgagor in respect of the Insurances and, on request, produce receipts or other proof of payment to the Mortgagee

### Application of Insurance Proceeds

7 5 The Mortgagee may elect to require the Mortgagor to apply any proceeds of the Insurances received by it in making good the loss, repairing the damage, or satisfying the liability in respect of which the claim was made or in satisfaction of any amount secured by this mortgage and pending such election proceeds shall be held in trust for the Mortgagee

### Insurance Warranties

7 6 The Mortgagor shall not use and shall not allow the Goods to be used other than in conformity with the terms of the Insurances, including any express or implied warranties, without the prior written consent of the insurers and without paying any extra premium required

### Mortgagee may Insure

77 If the Mortgagor fails to effect or maintain the Insurances, the Mortgagee may effect such Insurances at the Mortgagor's expense any such expense to be reimbursed to the Mortgagee on demand with interest

### Mortgagee's Powers

- 81 At any time after the money hereby secured shall have become payable the Mortgagee may, without prejudice to any powers available to a Mortgagee by law, do any of the following by itself or by such agents as it thinks fit and without prior notice to the Mortgagor -
- (i) take possession of the Goods severing them from any land or other goods, if necessary, the Mortgagor reimbursing the Mortgagee any expense incurred or the cost of any damage suffered on demand with interest,
- (11) move the Goods to a safe place,
- (III) discharge, settle or take or defend any proceedings in respect of any claims incurred in connection with the Goods or the Insurances and collect on the Insurances give any good receipts required,
- (iv) pending sale, insure, maintain, repair, operate, hire out or otherwise use the Goods,
- (v) sell by public auction or private sale, without advertisement and as such a place, at such time and on such terms as he Mortgagee may determine,
- (vi) all such other acts and things as may be considered to be incidental or conductive to any of the matters or powers aforesaid

Section 103 of the Law of Property Act 1925 shall not apply to this security or any sale made by virtue hereof

Mortgagee not Liable 8 2 The Mortgagee shall not be answerable for any loss occasioned by sale by it of the Goods under this mortgage or any postponement of sale

Mortgagee's Receipt 83 On any sale of the Goods the Mortgagee's receipt for the purchase money shall effectively discharge the purchaser. The purchaser shall not be bound to enquire whether the Mortgagee's power of sale has arisen or is exercisable and shall not be concerned as to how the proceeds of sale are applied

Attorney

9 The Mortgagor hereby irrevocably appoints the Mortgagee as its attorney with full power to substitute any other person, for the Mortgagor and in the

Mortgagor's name to sign, seal, deliver and otherwise perfect any deed, assurance or agreement and do anything which may be required for any purpose under or in connection with this mortgage

Waiver

The Mortgagee's rights and powers under this mortgage shall not be prejudiced or affected by delay or omission on the Mortgagee's part. If the Mortgagee, on occasion expressly or impliedly waives any of its rights or powers, such waiver shall not prevent the Mortgagee from subsequently acting strictly in accordance wit such rights and powers.

**Further Assurances** 

11 The Mortgagor shall at its own expense sign, seal, deliver and otherwise perfect any deed, assurances or agreement and do anything the Mortgagee may require to perfect or protect the security constituted by this mortgage

**Notices** 

Any notices served under this mortgage shall be sufficiently served if sent by pre-paid letter post to the respective addresses above (or such changed addresses as one party may not notify to the other) and proof of dispatch shall be conclusive evidence of receipt by the addressee in due course of transmission

Consolidation

If the Mortgagee has from the Mortgagor security over any other property of the Mortgagor, the Mortgagor may not redeem such security or the security constituted by this mortgage alone without the prior written consent of the Mortgagee Section 93 of the Law of Property Act 1925 (which restricts the consolidation of mortgages) will not apply to the security constituted by this mortgage

Disclosure of Information 14 The Mortgagor agrees that the Mortgagee may disclose details of and relating to the transaction evidenced by this mortgage to any credit reference agency, to HP Information Plc and to any credit broker concerned

Enforceability

15 Each of the provisions of this deed is severable and distinct from the others and if at any time one or more of the provisions is or becomes invalid illegal or unenforceable, the validity legality and enforceability of the remaining provisions hereof shall not in any way be effected or impaired thereby

Law

16 Thus mortgage shall be governed by the laws of England

IN WITNESS of which this deed was executed and is delivered on and takes effect from the day and year first before written

### SCHEDULE OF GOODS

Quantity	Description	Serial No
2x	DJ Control Pioneer CDJ 2000 Nexus	M SLS MCMPO1531944, MBMPO1470344,
1x	Pioneer DJM 900 Nexus	IN SLS MAMPOIOUSEYY
	Processing & System Control	fr SLS
1x	BSS - BLU 100	Je sis
1x	BSS – BLU BOB2	W SLS
2x	BSS- BLU 3	V SLS V13030539289 V13032118535

Executed as a deed by the Mortgagor acting by 
Director
Full Name Sold Hill ANDEL BEL - SUTTON

Date 10/7/20/3

Director
Full Name GOLAN LAMBRANZI

Date 10/7/20/3

Witnessed By

EWAN & CO SOLICITORS
11 Rosemont Road
London NW3 6NG
Tel 020 7794 1447
Fax 020 7794 1021

DX 38856 SWISSCOTTAGE

Full Name

\*

Date 18/7/2013.