



## Registration of a Charge

Company Name: **C & D (MARCHMONT) LIMITED**

Company Number: **06451564**



Received for filing in Electronic Format on the: **05/01/2022**

XAV0W47E

### Details of Charge

Date of creation: **04/01/2022**

Charge code: **0645 1564 0004**

Persons entitled: **BARCLAYS BANK UK PLC**

Brief description: **FREEHOLD LAND KNOWN AS 22 MARCHMONT ROAD, RICHMOND, TW10 6HQ AS REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBERS SY302344 AND SGL232061.**

**Contains fixed charge(s).**

**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: **STEPHENSONS SOLICITORS LLP**



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

Company number: 6451564

Charge code: 0645 1564 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th January 2022 and created by C & D (MARCHMONT) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th January 2022 .

Given at Companies House, Cardiff on 6th January 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**



C & D (Marchmont) Limited  
(the *Chargor*)

In favour of:

BARCLAYS BANK UK PLC  
(the *Bank*)

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LEGAL CHARGE OVER LAND  
(THIRD PARTY)

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## LEGAL CHARGE

THIS DEED is made on 14 January 20 22

In consideration of the Bank giving or continuing to give time, credit and/or banking facilities and accommodation to the Client, the Chargor enters into this charge by way of legal mortgage over the Property (the *Charge*).

It is agreed as follows

### 1. INTERPRETATION

#### Definitions

1.1 In this deed the following words have the following meanings:

**Bank** means Barclays Bank UK PLC (Company Number 09740322) of 1 Churchill Place, London, E14 5HP and includes its successors and assignees.

**Chargor** means C & D (Marchmont) Limited (incorporated in United Kingdom with number 06451564) of 48 Strawberry Hill Road, Twickenham, England, TW1 4PY.

**Client** means Cekic Holding Limited (Company Number 13396404) of 130 Old Street, London, England, EC1V 9BD

**LPA** has the same meaning as in the Mortgage Conditions.

**Mortgage Conditions** means the Barclays Mortgage Conditions (Wealth Management).

**Property** means the freehold land known as 22 Marchmont Road, Richmond, TW10 6HQ as registered at the Land Registry under Title Numbers SY302344 and SGL232061

**Secured Liabilities** has the same meaning as in the Mortgage Conditions.

**Security Asset** has the same meaning as in the Mortgage Conditions.

**Security Interest** has the same meaning as in the Mortgage Conditions.

#### Construction

1.2 In this Deed, except where the context otherwise requires:

- (a) references to the Bank, the Chargor and to the Client include references to their respective successors in title and permitted assigns or transferees;
- (b) references to any deed, instrument, certificate, agreement or contract (including this Deed) or a provision in such a document shall be construed as a reference to that deed, instrument, certificate, agreement or contract or provision as from time to time varied, novated, amended, supplemented or replaced; and
- (c) references to any statute or other legislative provision shall include any statutory or legislative modification or re-enactment of such statute or other legislative provision, or any substitution of it.

### 2. COVENANT TO PAY

- 2.1 The Chargor agrees to pay to the Bank the Secured Liabilities on the Bank's written demand; and

**3. CHARGE**

- 3.1 The Chargor charges to the Bank with full title guarantee as security for the payment, discharge and performance of the Secured Liabilities:

- (a) by way of legal mortgage the Property;
- (b) by way of fixed charge all buildings and other structures on, and items fixed to, the Property;
- (c) by way of fixed charge any goodwill relating to the Property or any business or undertaking conducted at the Property;
- (d) by way of fixed charge all plant, machinery and other items affixed to and forming part of the Property on or at any time after the date of this deed;
- (e) by way of assignment all rents and other sums at any time payable by any tenants or licensees of the Property to the Chargor together with the benefit of all its rights and remedies relating to them to hold to the Bank absolutely subject to redemption upon repayment of the Secured Liabilities; and
- (f) by way of fixed charge the proceeds of any claim made under any insurance policy relating to the Property.

**4. REGISTRATION IN RESPECT OF REGISTERED TITLES**

- 4.1 If the title to the Property is registered at the Land Registry, the Chargor shall promptly apply and consents to an application being made to the Chief Land Registrar to enter upon the registers of title to the Property:

- (a) the following restriction:

*"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 4 January 2022 in favour of Barclays Bank UK PLC (Company Number 09740322) of 1 Churchill Place, London, E14 5HP referred to in the charges register."*

- (b) to the extent it is applicable, notice of an obligation on the part of the Bank to make further advances.

**5. FIRST REGISTRATION**

- 5.1 If the title to the Property is subject to first registration of title at the Land Registry, the Chargor shall promptly apply to the Chief Land Registrar for first registration of the Property and entries upon the registers of title in the form set out at clause 5 (*Registration in respect of Registered Titles*) above.

**6. MORTGAGE CONDITIONS**

- 6.1 All of the provisions of the Mortgage Conditions shall be deemed to apply to this Deed as though they were set out here in full unless otherwise varied in this Deed and, save that each and every reference to "*Client*" shall, for the purposes of this Deed, be a reference to the Chargor, unless otherwise provided in this Deed.
- 6.2 The Chargor agrees that it has received a copy of the Mortgage Conditions.

**7. INSURANCE**

- 7.1 The maximum excess permitted on the insurance policy referred to in Condition 2.9(c) (Insurance) of the Mortgage Conditions is £1000 or such other amount as notified by the Bank to the Chargor from time to time.

**8. AMENDMENT OF MORTGAGE CONDITIONS**

- 8.1 The Chargor and the Bank hereby agree that the following amendments to the Mortgage Conditions shall be deemed to apply to this Deed:

- (a) The term "*Client*" shall not be construed to be the Chargor in the following provisions of the Mortgage Conditions:

- (i) the definitions of "*Guarantor*", "*Relevant Party*" and "*Secured Liabilities*";
- (ii) Conditions 4.1(a) (Payment Default), 4.1(n) (Change of Control), 4.1(q) (Change of Trustee), 11(a) (Further Dealings), 11(c) (Further Dealings), and 16.1(c) (Protection to Third Parties); and
- (iii) in the event that the Chargor's liability under this Deed is limited to the value of the assets charged in favour of the Bank under this Deed, Conditions 1.2 (Definitions and Interpretation) and 3.2 (Dealings with Security Assets).

- (b) Mortgage Condition 15.1 (Waivers and Consents) shall be deleted and replaced by the following wording:

"15.1 None of the obligations of the Chargor or the Client under the Mortgage nor the Security will be affected by any act, omission, matter or thing (whether or not known to the Chargor or the Client) which, but for this provision, would reduce, release, prejudice or provide a defence to any of those obligations including:

- (a) any time, waiver, release or consent granted to, or composition with, the Client or the Chargor any other person;
- (b) the release of the Chargor or the Client or any other person under the terms of any composition or arrangement with any creditor of any company in the Chargor's Group or the Client's Group respectively or any other person;

- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Chargor or the Client or any other person, or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any such rights or security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or the Client or any other person;
- (e) any amendment (however fundamental and including any amendment that may increase the liability of the Chargor or the Client) or replacement of any document or security related to, and including, the Mortgage;
- (f) any unenforceability, illegality or invalidity of any obligation of any person or any document or security related to, and including, the Mortgage; or
- (g) any insolvency or similar proceedings (including *désastre* proceedings)."

- (c) Mortgage Condition 12.5 (Continuing Security) shall be deleted and replaced by the following wording:

"12.5 Notwithstanding Condition 20 (Covenant to Release), if the Bank shall have reasonable grounds for believing that the Chargor or the Client may be insolvent or deemed to be insolvent pursuant to the provisions of the Insolvency Act 1986 and/or that a declaration that its affairs are en état de *désastre* may be declared and/or that a preliminary vesting order in *saisie* may be made in respect of its realty as at the date of any payment made by the Chargor or the Client to the Bank, the Bank shall be at liberty to retain the charges contained in or created pursuant to the Mortgage until the expiry of a period of one month plus such statutory period within which any assurance, security, guarantee or payment can be avoided or invalidated after the payment and discharge in full of all Secured Liabilities notwithstanding any release, settlement, discharge or arrangement which may be given or made by the Bank on, or as a consequence of, such payment or discharge of liability, provided that if, at any time within such period, a petition shall be presented to a competent court for an order for the winding-up or the making of an administration order in respect of the Chargor or the Client, or the Chargor or the Client shall commence to be wound-up or to go into administration or any analogous proceedings (including *désastre* and/or *saisie* proceedings) shall be commenced by or against the Chargor or the Client, the Bank shall be at liberty to continue to retain such security for such further period as the Bank may reasonably determine and such security shall be deemed to have continued to have been held as security for the payment and discharge to the Bank of all Secured Liabilities."

- (d) Mortgage Condition 22.2 (Transfers) shall be deleted and replaced by the following wording:

"22.2 The Chargor agrees to be bound by the terms of any clause relating to changes to the parties to the relevant facility agreement (in so far as the entity defined as the Client on the date hereof remains the party principally responsible for the repayment of the Secured Liabilities) and any Intercreditor Agreement, and authorises the Bank to execute on its behalf any document the Bank considers necessary or desirable in relation to the creation, perfection or maintenance of the Security and any transfer or assignment contemplated by such provisions."

## **9. CONTINUING SECURITY**

- 9.1 The liabilities and obligations of the Chargor under this Deed and the security constituted by this Deed shall remain in force notwithstanding any act, omission, neglect, event or matter whatsoever, except the proper and valid payment and discharge of all the Secured Liabilities and, subject to clause 9.2 below, an absolute discharge or release of the Chargor signed by the Bank, and (only in the event that the Chargor's liability is not limited to the value of the assets charged in favour of the Bank under this Deed) in addition the Chargor further covenants with the Bank that if, by reason of any monies or liabilities expressed or intended to be guaranteed to the Bank by the Chargor not being legally recoverable from the Client or, for any other reason whatsoever, such monies or liabilities (or any part of them) would not be recoverable from the Chargor as surety then (notwithstanding that it was known to the Bank) they shall be fully recoverable from the Chargor as sole, original and independent obligor and the Chargor will pay or discharge them on demand.
- 9.2 Any such discharge or release referred to in clause 9.1 above and any composition or arrangement which the Chargor may effect with the Bank shall be deemed to be made with the condition that it will be void if any payment or security which the Bank may previously have received or may thereafter receive from any person in respect of the Secured Liabilities is set aside under any applicable law or proves to have become or been for any reason invalid.
- 9.3 Rights may be exercised and demands may be made under this Deed from time to time, and the liabilities and obligations of the Chargor and the rights and security contained in this Deed may be exercised and enforced irrespective of:
- (a) whether any demands, steps or proceedings are being or have been taken against the Chargor or the Client or any third party; or
  - (b) whether or in what order any security to which the Bank may be entitled in respect of the Secured Liabilities is enforced.

## **10. LESSEE UNDERTAKINGS**

## **11. RIGHTS OF THIRD PARTIES**

- 11.1 A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause 13 (*Rights of Third Parties*) does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contracts (Rights of Third Parties) Act 1999.

## **12. Dealings with the Security Assets**

- 12.1 The Chargor must not, without the Bank's prior written consent, and subject to any other provision of this Deed:
- (a) create or permit to subsist any Security Interest over the Security Assets other than pursuant to this Deed;
  - (b) grant or enter into a lease of, sell, transfer, assign, part with possession or otherwise dispose of (including by way of declaration of trust) all or any part of the Security Assets, nor agree to do so; or



- (c) exercise the statutory powers of leasing or accepting a surrender of a lease in sections 99 and 100 LPA.

12.2 If the Bank receives notice of any subsequent Interest or Security Interest affecting the Property:

- (a) the Bank may open a new account or accounts of the Chargor and if the Bank does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received notice; and
- (b) all payments made by the Chargor to the Bank after the Bank receives such notice shall be credited or be treated as having been credited to the new account and in no circumstances whatsoever shall operate to reduce the amount due from the Chargor to the Bank at the time when it received the notice.

### 13. COUNTERPARTS

13.1 This Deed may be executed in any number of counterparts and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Deed by e-mail attachment or telecopy shall be an effective mode of delivery. In relation to each counterpart, upon confirmation by or on behalf of a party that such party authorises the attachment of its counterpart signature page to the final text of this Deed, such counterpart signature page shall take effect, together with such final text, as a complete authoritative counterpart.

#### WARNING:

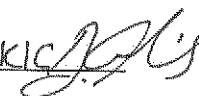
This Deed secures the liabilities of someone else. If they do not repay, the Bank may enforce this Mortgage instead of, or as well as, enforcing against the Client. You, as Chargor, are therefore strongly recommended to seek independent legal advice before signing.

**DULY DELIVERED AS A DEED** by C & D (Marchmont) on the date inserted above.


## EXECUTION PAGE

### CHARGOR

EXECUTED as a DEED and DELIVERED on the date of this Deed by C & D (Marchmont) Limited pursuant to a resolution of the Board of Directors (a certified copy of which is attached to this Deed) acting by two directors or a director and a company secretary  
OR

Mehmet Baris GEKIC 

Director

Ilke BULER GEKIC 

Director/Secretary

### OCCUPIER

### BANK


SIGNED by

Barry Cook

Vice President

for and on behalf of

BARCLAYS BANK UK PLC

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Barclays offers banking, wealth and investment products and services to its clients through Barclays Bank UK PLC and its subsidiary companies. Barclays Bank UK PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 759676). Registered in England. Registered No. 9740322. Registered Office: 1 Churchill Place, London E14 5HP.