



Registration of a Charge

Company name: **ASTRO UK PROPERTY LTD**

Company number: **12618451**

Received for Electronic Filing: **10/09/2020**



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Details of Charge

Date of creation: **21/08/2020**

Charge code: **1261 8451 0001**

Persons entitled: **TURKISH BANK (UK) LIMITED**

Brief description: **383 BETHNAL GREEN ROAD LONDON E2 0AN**

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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: **DOGAN DOGUS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12618451

Charge code: 1261 8451 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st August 2020 and created by ASTRO UK PROPERTY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th September 2020 .

Given at Companies House, Cardiff on 11th September 2020

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**

Dated 21st day of August 2020

Between

(1) ASTRO UK PROPERTY LTD

(as Mortgagor)

and

(2) TURKISH BANK (UK) LIMITED
(as Bank)

LEGAL MORTGAGE

in respect of Property at

383 BETHNAL GREEN ROAD, LONDON E2 0AN

Title Number... NGL 888 3

**THIS IS AN IMPORTANT DOCUMENT. SIGN ONLY IF YOU WANT TO BE
LEGALLY BOUND. YOU ARE RECOMMENDED TO TAKE INDEPENDENT
LEGAL ADVICE BEFORE SIGNING.**

**[TO BE REGISTERED AT THE COMPANIES REGISTRY IN ENGLAND & WALES/SCOTLAND WITHIN
21 DAYS OF EXECUTION (IF GIVEN BY A GB LIMITED COMPANY)]**

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THIS LEGAL MORTGAGE is made the 21st day of August 2020
BETWEEN:

- (1) Astro UK Property Ltd of Registered address Astro Café, 383 Bethnal Green Road London E2 0AN and (company registered number: 12618451) (the "Mortgagor"); and
- (2) TURKISH BANK (UK) LTD of 84/86 Borough High Street, London SE1 1LN

WITNESSES as follows:

1. INTERPRETATION

1.1 Definitions:

In this Deed the following expressions shall have the following meanings:

"Authority" means any local, public or other competent authority;

"Charged Assets" means the Property and all other assets charged pursuant to the provisions of this security;

"Encumbrance" means any mortgage, charge, assignment, pledge, lien, right of set-off (other than arising by operation of law) or hypothecation, preferential right (save for any arising under the general law for the protection of certain classes of creditors), trust arrangement for the purpose of (and having a similar effect as) the granting of security or other security interest of any kind whatsoever;

"Environment" means air (above or below ground), land (including buildings, soil and anything below the surface of land) and water;

"Planning Acts" means all statutes and statutory instruments from time to time in force relating to town and country planning;

"Property" means the FREEHOLD property known as 383 Bethnal Green Rd E2 0AN as is registered at H.M. Land Registry under title number NGL 888?

"Receiver" means any person or persons appointed as a receiver of the whole, or any part, of the Charged Assets;

"Secured Obligations" means all moneys, obligations and liabilities (actual or contingent) of whatever nature (including any internal costs and expenses) which are now, or may at any time hereafter be or become, due, owing or incurred to the Bank by the Mortgagor in any manner whatsoever (and whether by the Mortgagor alone, jointly with any other person or persons, in whatever style, name or form and whether as principal or surety), together with (i) interest on the foregoing, (ii) commission, discount and other banking charges, (iii) costs and expenses incurred by the Bank or any Receiver in relation to the Charged Assets and (iv) legal and other costs of the Bank (and any Receiver) on a full indemnity basis and Value Added Tax thereon.

1.2 Construction: In this Deed (unless otherwise provided):

- (a) the "Mortgagor" (if more than one person) shall be construed as referring to all and/or any one or more of the persons comprised within such expression, whose obligations shall be joint and several, and none of the persons included in such expression shall, as against the Bank, be entitled to any of the legal or equitable rights or remedies of a surety as regards the indebtedness or liabilities of any of the other persons included in such expression; and
- (b) references to "Charged Assets", "Person" and "Property" are references to the whole, or any part or parts of, and the proceeds of sale of, the same.

1.3 Headings: Clause headings in this Deed are for convenience only and will be ignored when interpreting this Deed.

2. COVENANT TO PAY AND CHARGES

The Mortgagor:

- (a) hereby covenants with the Bank that the Mortgagor shall, on demand, pay or discharge to the Bank the Secured Obligations; and
- (b) with full title guarantee (to the full extent of each and every interest the Mortgagor has in the same):
- (i) charges (by way of legal mortgage in the case of a legal estate or interest) the Property (and/or such interest) together with all buildings, fixtures and erections on the Property;
 - (ii) charges and assigns by way of security the Mortgagor's interest in every insurance policy effected in respect of (and including income from) the Property and all moneys paid or payable to the Mortgagor under the same;
 - (iii) charges by way of fixed charge:
 - (A) the goodwill of any business now or hereafter carried on, at or from the Property; and
 - (B) any share held by the Mortgagor in any tenants', residents' or occupiers' management company affecting the Property, or any estate or building of which the Property forms part;
 - (C) all rents, licence fees, service charges and other monies reserved by or arising out of all leases (or agreements for the same), tenancy agreements or licences to which the Mortgagor's interest in the Property and or parts thereof, is in reversion and to which the Mortgagor is entitled and all other monies derived by the Mortgagor from any third parties relating to the use and or occupation of the Property, or any part of it with in any such case any value added tax charged on the same.
 - (iv) (if the Mortgagor is a company) by way of floating security (which floating charge shall crystallise immediately upon demand by the Bank hereunder) all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed or used in or about the Property

as a continuing security to the Bank for the discharge, on demand, of the Secured Obligations.

3. AGENT FOR MORTGAGOR

The Bank is hereby irrevocably authorised, as agent for the Mortgagor, at any time after demand to (i) remove, store, sell or otherwise deal with any moveable plant, machinery, implements, utensils, furniture and equipment in or about the Property and (ii) apply the net sale proceeds of such towards the satisfaction of the Secured Obligations. The Mortgagor shall indemnify the

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Bank against all expenses incurred by the Bank in this regard and the Bank shall not be liable for any loss or damage occasioned to the Mortgagor in this respect.

4. MORTGAGOR'S AGREEMENTS

The Mortgagor shall:

4.1 **Further Assurance:** (in addition to the obligations implied under the Law of Property (Miscellaneous Provisions) Act 1994) at the request of the Bank execute in favour of the Bank such further or other legal assignments, mortgages, charges or other security documents, as the Bank may request, over the Mortgagor's interest in any of Charged Assets for the purpose of perfecting, improving or more effectively securing the Mortgagor's obligations;

4.2 Insurance:

- (a) insure the Property and (if the Property is let or intended to be let) the rental income therefrom against such risks in such office, and for such amounts, as the Bank may from time to time approve and, if the Mortgagor fails to maintain or insure the Property, the Bank may do so at the expense of the Mortgagor without thereby becoming a mortgagee in possession;
- (b) arrange for the interest of the Bank to be noted or endorsed on all policies of insurance affecting the Property;
- (c) duly and punctually pay all premiums and other monies due and payable under all insurance policies affecting the Property and, promptly upon request by the Bank, give the Bank the premium receipts and other evidence of the payment;

4.3 The Property: In relation to the Property

- (a) **Disposal:** not sell, transfer, assign, lease, deduce a trust of, grant any right or rights over or otherwise dispose of the Property without the prior consent of the Bank;
- (b) **Payments:** pay and indemnify the Bank (and any Receiver) against all existing and future rates, rents and other outgoings which may now or in the future be properly payable in relation to the Property;
- (c) **Observe covenants:** observe and perform all covenants and stipulations (restrictive or otherwise) including any imposed by or contained in any lease, agreement for lease, tenancy agreement, licence or other deed or document affecting the Property;
- (d) **Statutory obligations:**
 - (i) observe and perform all obligations under any statute, statutory instrument, regulation, directive, order or notice made or given by any Authority;
 - (ii) not do nor allow to subsist on or about the Property anything which might result in proceedings being brought by an Authority;
 - (iii) give (immediately after receiving or becoming aware of the same) the Bank full particulars of any notice, direction, order or proposal made, given or issued by any Authority which is served on or given to the Mortgagor or of which the Mortgagor becomes otherwise aware;
- (e) **Possession and occupation:** not without the prior consent of the Bank part with or share possession or occupation of the Property;
- (f) **Repair:** keep the Property in good and substantial repair and condition and not (except in the ordinary course of repair or maintenance) demolish, pull down or remove any building or erection for the time being on, or any trade or other fixtures annexed to, the Property without the previous consent of the Bank and, for the purposes of checking whether the provisions of this Clause have been complied with, the Bank may from time to time inspect or survey the Property (in which case the proper costs and expenses of such inspection or survey shall be paid by the Mortgagor to the Bank);
- (g) **Planning Acts:** with regard to the Planning Acts:
 - (i) not commence, undertake or carry out nor allow to be commenced, undertaken or carried out any development within the meaning of the Planning Acts or any other works requiring any consent under the Planning Acts without first obtaining any relevant or necessary planning permission or consent which shall be produced to and approved by the Bank;
 - (ii) not apply for planning permission or consent under the Planning Acts without the previous consent of the Bank;
 - (iii) (if such planning permission or consent is obtained and approved by the Mortgagor) carry out any development strictly in accordance with the terms and conditions of the relevant consent or permission;
- (h) **Landlord's covenants:** procure that any landlord, grantor or licensor of the Property shall observe and perform the covenants on its part in respect of the Property;
- (i) **User:** not change the use or uses to which the Property is now put nor apply for any consent or authorisation which is required in connection with such change of use without the Bank's prior consent;
- (j) **Environmental:** observe and perform all statutes, treaties, conventions, directions, regulations, codes of practice and other laws relating to:
 - (i) the pollution or contamination of the Environment;
 - (ii) actual or potential harm to mankind, human senses, living organisms or ecological systems;
 - (iii) the generation, manufacture, processing, distribution, use, abuse, treatment, storage, disposal, transport or handling of any element or substance (whether consisting of solid, liquid or gas) which, on its own or in combination with any other substance, is listed, identified, defined or determined to have been or be capable of becoming harmful to mankind, human senses, living organisms or ecological systems; and
 - (iv) the emission, leak, release or discharge into the Environment of noise, vibration, dust, fumes, gas, odours, smoke, steam, effluvia, heat, light, ventilation of any kind infection or any substance referred to in Clause 4.3(j)(iii) and any matter or thing capable of constituting a nuisance or an actionable tort of any kind in respect of such matters;
- (k) **VAT election:** not without the Secured Party's prior consent to make any election in relation to the Property that any supply made by the Charger in relation to it shall not be an exempt supply for the purposes of the Value Added Tax Act 1994 and notify the Secured Party if and as soon as any such election is made;
- (l) **Encumbrances:** not create or permit to subsist any Encumbrance (other than in favour of the Secured Party).
- (m) the Mortgagor applies to HM Land Registry to enter the following standard restriction in the Proprietorship Register of the registered estate:-

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 21st August 2020 in favour of TURKISH BANK (UK) LIMITED referred to in the Charges Register."

4.4 Charged Assets:

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Give the Bank such information relating to the Charged Assets as the Bank may from time to time request.

5. LAW OF PROPERTY ACT

Section 103 of the Law of Property Act 1925 shall not apply to this security and the statutory power of sale and other powers shall be exercisable at any time after demand. Section 93 of the Law of Property Act 1925 shall not apply to this security, and the Mortgagor and his successors in title shall not be entitled to redeem this security without at the same time redeeming every or any existing or future mortgage for the time being held by the Bank on other property now or at any time hereafter belonging to the Mortgagor or his successors in title.

6. APPOINTMENT OF RECEIVER

The Bank may, at any time after it has made demand for repayment of any part of the Secured Obligations, or upon request to such effect by the Mortgagor, appoint a Receiver of the Charged Assets who shall (in addition to all statutory powers and all the powers of an administrative receiver under the Insolvency Act 1986 whether or not the Receiver is an administrative receiver) have power to:

- (a) enter into, take possession of, collect, get in and manage the Charged Assets and all moneys or proceeds in any way arising from the Charged Assets or any deed, document, right or entitlement affecting the Charged Assets whether directly or indirectly;
- (b) sell, exchange, surrender, deal with, convert into money and realise the Charged Assets or any estate or interest therein and convey, assign or transfer the same subject to such exceptions, reservations and covenants for such consideration (if any) and to such person as the Bank or Receiver decides (and to such end plant machinery and other fixtures may be severed from the premises containing them);
- (c) apportion any rent and/or the performance of any obligations;
- (d) acquire, renew, extend, grant, vary or otherwise deal with such easements, rights, privileges and/or licences;
- (e) grant (without restriction) any lease or tenancy for any term, whether commencing at once or at any future date, at any or no rent, with or without any premium and generally on such terms as the Bank or any Receiver decides;
- (f) accept the surrender of any lease or tenancy whether or not for the purpose of enabling a new lease to be granted;
- (g) give an effectual receipt for any premium payable on any grant or surrender of any lease;
- (h) exercise, observe and perform for and on behalf of the Mortgagor any or all of the powers, obligations or duties conferred or imposed on any owner or occupier of property (whether as landlord and/or tenant) at common law or by statute;
- (i) initiate, oppose, negotiate, participate in, compromise or conclude any review or revision of any rent payable in respect of any lease or tenancy;
- (j) exercise (whether on the Mortgagor's behalf or otherwise) any option or right of election available in law to the Mortgagor or the Bank or any Receiver to waive exemption so that the supplies shall be supplies chargeable or taxable for VAT purposes at the standard or other applicable rate of tax;
- (k) manage, build out, repair, clean, develop, improve and alter the Property and/or any building on the Property;
- (l) conduct any business carried on (or, in the opinion of the Bank or any Receiver, capable of being carried on) from the Property;
- (m) effect and maintain insurance policies against physical third party or other risks;
- (n) employ staff, agents and other professionals;
- (o) utilise any moneys from time to time received, or borrow or raise other moneys, for the purpose of financing any expenditure or costs in advance of any other payment or application; and
- (p) do all such other acts and things as the Bank, or any Receiver, may consider necessary or desirable for the management, development or realisation of the Charged Assets and or acts and things incidental or ancillary to the foregoing powers or the exercise of them;

provided that (i) neither the Bank, nor any Receiver, shall be liable to the Mortgagor (as mortgagee in possession or otherwise) for any loss (howsoever occurring) in the exercise of any such powers, (ii) any Receiver shall be the agent of the Mortgagor who shall be solely responsible for the Receiver's costs and remuneration and (iii) if more than one person shall be appointed a Receiver then such persons may act jointly and/or severally, as the Bank shall direct.

7. TAXES AND EXPENSES

Any costs, expenses and liabilities (including VAT) incurred by the Bank or by any Receiver in connection with the exercise of any of their powers shall form part of the Secured Obligations.

8. NEW ACCOUNT

The Bank, if it receives (or is deemed to be affected by) notice (whether actual or constructive) of any subsequent charge or other interest affecting the Charged Assets or the disposal of them, may open a new account or accounts with any person for whose liabilities this charge is available as security. The Bank, if it does not open a new account, shall nevertheless be treated as if it had done so at the time when it received (or was deemed to have received) notice and, as from that time, all payments made to the Bank shall be credited (or be treated as having been credited to) the new account and shall not operate to reduce the amount for which this Mortgage is security.

9. NOTICES AND DEMANDS

Any demand, notice, appointment of a Receiver or legal or other proceedings instituted or made by the Bank:

- (a) shall be in writing, may be signed by an officer or agent of the Bank and served on the Mortgagor by hand, post or facsimile machine ("fax") and the Bank may use the last fax number for the Mortgagor known to it and transmission may be proved by production of an activity or transmission report which purports to indicate the transmission of a message to such number;
- (b) may be addressed to and served on the Mortgagor at the last address for the Mortgagor known to the Bank, or at the Property, and shall be deemed to have been received (if posted) on the day following the day on which it was posted, (if sent by fax) at the time of transmission or (if sent by hand) at the time of delivery; and
- (c) shall be effective notwithstanding its return undelivered and/or the death of the Mortgagor.

10. APPOINTMENT OF ATTORNEY

The Mortgagor, by way of security to secure the proprietary interest in, and the performance of, obligations owed to the Bank, irrevocably appoints the Bank, and any Receiver, severally to be the attorney or attorneys of the Mortgagor and in the Mortgagor's name, and otherwise on the Mortgagor's behalf, to do all acts and things and to execute, deliver and perfect all instruments, acts and things which may be required for carrying out (i) any right or power conferred on the Bank and or any Receiver and (ii) any obligation imposed on the Mortgagor whether pursuant to this charge or by law.

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11. AGREEMENTS AND DECLARATIONS

11.1 Continuing security: This security and each mortgage or charge:

- (a) shall be continuing securities regardless of any settlement of account or other matter whatsoever;
- (b) are in addition to and shall not merge with, nor otherwise prejudice or affect any other security from time to time held by the Bank or any right or remedy of the Bank; and
- (c) shall not be in any way be prejudiced or affected by the invalidity of any such settlement or other security, or by the Bank now or in the future dealing with, exchanging, releasing, modifying or abstaining from perfecting or enforcing any of the same, or any rights which it may now or in the future have, or giving time for payment or indulgence or compounding with any other person liable.

11.2 Waiver and indulgence

No concession, allowance, extension of time or waiver by the Bank of any event of default or any breach of any of the Mortgagor's obligations to the Bank (whether or not contained in this legal charge), other relaxation of the same or any indulgence granted at any time by the Bank to the Charger shall prejudice or affect the exercise at any time subsequently by the Bank of all or any of its rights and remedies.

12. CERTIFICATES

A certificate, signed by an officer of the Bank, as to the amount for the time being due from the Mortgagor, the interest from time to time payable and the amount of costs and expenses incurred by the Bank from time to time shall be conclusive evidence (and admissible as such) for all purposes against the Mortgagor.

13. SUCCESSORS

This Agreement shall endure to the benefit of the Bank and its successors and assigns from time to time including, without limitation, any entity with which the Bank may merge or amalgamate or by which it may be absorbed or to which it may transfer all or any part of its undertaking or assets, and any change in the Bank's constitution or any such merger, amalgamation, absorption or transfer shall not prejudice or affect its rights under this Agreement in any respect. The Borrower may not assign or transfer any of its rights, benefits or obligations under this Agreement.


14. GOVERNING LAW AND JURISDICTION

14.1 Law and proceedings: This Deed will be governed by and construed in accordance with English law and it is irrevocably agreed by the Mortgagor for the Bank's exclusive benefit that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that accordingly any suit, action or proceeding arising out of or in connection with this Deed (in this Clause referred to as "Proceedings") may be brought in those courts. Nothing in this Clause will limit the right of the Bank to take Proceedings against the Mortgagor in any other court of competent jurisdiction, nor will the taking of Proceedings in one or more jurisdictions prevent Proceedings being taken in any other jurisdiction, whether concurrently or not.

14.2 Agent for service: [Overseas Mortgagor only] The Mortgagor appoints _____ of _____, England, as its authorised agent for the purpose of accepting service of process for all purposes in connection with this Deed and undertakes that, at all times when there are secured obligations, it will maintain an agent in England for that purpose and will advise the Bank of any changes.

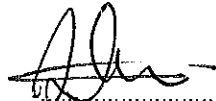
AS WITNESS this Deed (which shall be delivered when dated) has been executed by the parties or their duly authorised representatives on the date first stated above.

SIGNED as a DEED by
Director of ASTRO UK PROPERTY LTD
MR ISMET SERCE



in the presence of:

Signature of witness



Name

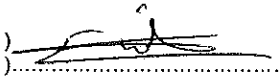
Address

MORGAN HAS
solicitors

Zubeyde Simsek BA (Hons)
Conveyancer

Unit 2 449 Southbury Road Enfield EN3 4FJ
T: 0208 805 3746 • F: 0203 632 2753
Email: zubeyde@morganhas.co.uk

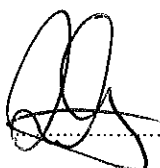
SIGNED as a DEED by
Director of ASTRO UK PROPERTY LTD



MRS ELIF YILMAZ

in the presence of:

Signature of witness



Name

Address

MORGAN HAS
solicitors

Zubeyde Simsek BA (Hons)
Conveyancer

Unit 2 449 Southbury Road Enfield EN3 4FJ
T: 0208 805 3746 • F: 0203 632 2753
Email: zubeyde@morganhas.co.uk

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SIGNED as a DEED by
Director of ASTRO UK PROPERTY LTD
MR MEHMET SAHBUDAK

in the presence of:

Signature of witness

Name

Address

MORGAN HAS
solicitors

Zubeyde Simsek BA (Hons)
Conveyancer

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