



Registration of a Charge

Company name: **AA Properties 2000 Limited**

Company number: **09903368**



X51GX1SG

Received for Electronic Filing: **25/02/2016**

Details of Charge

Date of creation: **24/02/2016**

Charge code: **0990 3368 0001**

Persons entitled: **SG HAMBROS BANK (CHANNEL ISLANDS) LIMITED**

Brief description: **CHARGE OVER FLAT 409, DENISON HOUSE, 20 LANTERNS WAY,
LONDON, E14 9JJ REGISTERED AT HM LAND REGISTRY UNDER TITLE
NUMBER AGL309759**

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 THIS TO BE A TRUE COPY OF THE ORIGINAL, DONALD
MILLAR, COLLAS CRILL AS AT 24/02/2016**

Certified by: **DONALD MILLAR**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9903368

Charge code: 0990 3368 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th February 2016 and created by AA Properties 2000 Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th February 2016 .

Given at Companies House, Cardiff on 26th February 2016

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

THIS IS AN IMPORTANT DOCUMENT. YOU MUST TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID WHEN DUE YOU MAY LOSE THE ASSET(S) CHARGED. IN THE CASE OF REGISTERED LAND THIS DOCUMENT AND ANY PRIORITY AGREEMENT WITH ANY OTHER LENDER WILL BE PUBLIC DOCUMENTS.

THIS LEGAL CHARGE is dated **24 FEBRUARY** 2016

I certify this to be a true copy of the original

24/2/2016
Donald Millar
Collas Crill

BETWEEN:

- (1) **AA Properties 2000 Limited** a company incorporated in England & Wales (Company Number: 09903368) of Battle House, 1 East Barnet Road, New Barnet, Hertfordshire, United Kingdom, EN4 8RR ("**Mortgagor**") and
- (2) **SG Hambros Bank (Channel Islands) Limited** (company number 2693) of 18 Esplanade, St Helier, Jersey JE4 8PR ("**Bank**")

NOW THIS DEED WITNESSES AND IT IS AGREED AND DECLARED AS FOLLOWS:

1 INTERPRETATION

1.1 Definitions

In this Charge, unless the context otherwise requires:

Debtor	Adnan Ahmadzada of Apartment 22, House 11A, Suleyman Vazirov Street, Baku, Azerbaijan and whose address for service for the purpose of this deed is c/o Charles Douglass Solicitors LLP, 32 Old Burlington Street, Mayfair, London, W1S 3AT
Debtor's Obligations	All the Debtor's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses
Expenses	All costs and expenses including legal fees (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property or the Debtor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred
Interest	Interest at the rate(s) charged to the Mortgagor by the Bank from time to time
Property	Administrative Area: Tower Hamlets Description: Flat 409, Denison House, 20 Lanterns Way, London, E14 9JJ Tenure: Leasehold Title No: AGL309759

2 Charge

In consideration of the Bank giving time or credit or banking facilities to the Debtor and for the purpose of securing the discharge on demand of the Debtor's Obligations the Mortgagor with full title guarantee charges to the Bank by way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale) and the proceeds of any insurance from time to time affecting the Property.

3 Continuing Security

3.1 This deed shall be a continuing security notwithstanding the death or disability of the Mortgagor until the expiry of one month from the date of receipt by the Bank of written notice to the Bank by the Mortgagor or his personal representatives to discontinue the security created by this deed.

3.2 Notwithstanding notice of discontinuance under Clause 3.1 this deed shall remain valid as security for all the Debtor's Obligations as at the date of expiry of the notice.

4 Arrangements with the Debtor and others

4.1 The Bank may without the consent of or notice to the Mortgagor and without releasing or affecting the security created by this deed:

4.1.1 allow to the Debtor or any other person any time or indulgence;

4.1.2 grant to the Debtor or any other person any new or increased facility and increase any rate of interest or charge;

4.1.3 enter into renew vary or end any agreement or arrangement with or liability of the Debtor or any other person;

4.1.4 renew vary refrain from enforcing or release any present or future security or guarantee which the Bank holds from the Debtor or any other person;

4.1.5 compound with the Debtor or any other person.

5 Preservation of Security

5.1 If any of the Debtor's Obligations are at any time void or unenforceable against the Debtor for any reason this deed shall nevertheless secure the same amount as that which it would have secured had the Debtor's Obligations not been void or unenforceable.

5.2 The security created by this deed shall not be released or affected by any failure of the Bank to take any security or by any other security held by the Bank or any intended security in respect of the Debtor's Obligations being void or unenforceable or not completed or perfected.

5.3 The Mortgagor shall remain liable under the security created by this deed notwithstanding any settlement between the Bank and the Mortgagor or any release given by the Bank to the Mortgagor until any security given or payment made to the

Bank by the Debtor or any other person cannot be avoided or reduced under the law relating to insolvency from time to time in force and the Bank shall be entitled to retain this security until it is satisfied that it will not have to make any repayment under such law.

6 Preservation of the Bank's Claims

6.1 Until all claims of the Bank in respect of the Debtor's Obligations have been discharged in full:

6.1.1 the Mortgagor shall not be entitled to participate in any security held by the Bank or money received by the Bank in respect of the Debtor's Obligations.

6.1.2 the Mortgagor shall not in competition with or in priority to the Bank make any claim against the Debtor or any co-surety or their respective estates nor make any claim in the insolvency of the Debtor or any co-surety nor take or enforce any security from or against the Debtor or any co-surety.

6.1.3 any payment received by the Mortgagor in breach of Clause 6.12 and any security taken by the Mortgagor from the Debtor or any co-surety shall be held in trust for the Bank as security for the Debtor's Obligations.

7 Appropriation

7.1 Subject to Clause 7.2 the Bank may appropriate all payments received in respect of the Debtor's Obligations in reduction of any part of the Debtor's Obligations as the Bank decides.

7.2 The Bank may open a new account or accounts after the security created by this deed has been discontinued or upon the Bank receiving actual or constructive notice of any charge or interest affecting the Property. Whether or not the Bank opens any such account no payment received by the Bank after such discontinuance or notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Debtor's Obligations outstanding at the time of such discontinuance or notice.

7.3 The Bank may place to the credit of a suspense account for so long as it considers desirable any money received under this deed without any obligation to apply it towards discharge of the Debtor's Obligations.

8 Repair Alteration and Insurance

8.1 The Mortgagor will keep the Property in good condition and comprehensively insured to the Bank's reasonable satisfaction for its full reinstatement cost and in default the Bank (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property. The Mortgagor will deposit a copy of the insurance policy with the Bank.

8.2 The Mortgagor will not without the prior written consent of the Bank make any alteration to the Property which would require Planning Permission or approval under any Building Regulations.

8.3 The Mortgagor will hold in trust for the Bank all money received under any insurance of the Property and at the Bank's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Debtor's Obligations.

9 Restrictions

- 9.1 The Mortgagor will not without the Bank's prior written consent:
- 9.1.1 create or permit to arise any mortgage charge or lien on the Property;
 - 9.1.2 grant or accept a surrender of any lease or licence of the Property;
 - 9.1.3 dispose of or part with or share possession or occupation of the Property.
- 9.2 If the Bank does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee.
- 9.3 The Mortgagor applies and agrees that the Bank may apply for a restriction to be entered on the Register of any Registered Land that no disposition of the Registered estate by the proprietor(s) of the Registered estate or by the proprietor(s) of any Registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Bank referred to in the Charges Register.

10 Powers of the Bank

- 10.1 The Bank may without restriction grant or accept surrenders of leases of the Property.
- 10.2 Section 103 of the Law of Property Act 1925 shall not apply and the Bank may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed.
- 10.3 The Bank may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts defaults and remuneration.
- 10.4 All or any of the powers conferred on a Receiver by Clause 11 may be exercised by the Bank without first appointing a Receiver or notwithstanding any appointment.
- 10.5 The Bank will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Bank.
- 10.6 Section 93(1) of the Law of Property Act 1925 shall not apply to this deed.
- 10.7 In addition to any lien or right to which the Bank may be entitled by law the Bank may from time to time without notice and both before and after demand set off the whole or any part of the Mortgagor's obligations against any deposit or credit balance on any account of the Mortgagor with the Bank whether or not that deposit or balance is due to the Mortgagor.
- 10.8 The credit balance on any account of the Mortgagor with the Bank will not be repayable to the Mortgagor until the Mortgagor's obligations have been discharged unless the Bank in its absolute discretion permits withdrawals.
- 10.9 The Bank may exchange or convert any currency held or received to the currency or currencies in which the Debtor's obligations are expressed.

11 Receivers

- 11.1 Any Receiver appointed by the Bank shall (in addition to all powers conferred on him by law) have full power to carry out work at or sell lease charge deal with dispose of and manage the Property and do anything which he considers conducive or incidental to managing and realising the Property or the income from the Property and he may borrow any money he requires for those purposes.
- 11.2 The Mortgagor grants to such Receiver an irrevocable licence and power to use all property of the Mortgagor at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property. The Receiver will account to the Bank for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from+ the Bank to the Mortgagor.
- 11.3 In the case of Joint Receivers any power may be exercised jointly or severally.
- 11.4 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925.

12 Further Assurance

The Mortgagor will at the Mortgagor's own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure the Debtor's Obligations on the Property.

13 Power of Attorney

The Mortgagor irrevocably appoints the Bank and any Receiver severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Bank or any Receiver pursuant to this deed or the exercise of any of their powers.

14 Certificate of the Debtor's Obligations

A certificate signed by an official or manager of the Bank as to the amount of the Debtor's Obligations or the amount due from the Mortgagor under this deed shall be conclusive evidence save in the case of manifest error.

15 Memorandum and Articles of Association

If the Mortgagor is a company the Mortgagor certifies that this deed does not contravene the Mortgagor's Memorandum and Articles of Association.

16 Notices

- 16.1 Any notice or demand by the Bank may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to the Bank if the Mortgagor is a company may be served personally on any of its directors or its secretary.
- 16.2 A notice or demand by the Bank shall be deemed served:

16.2.1 if by post, on the day after posting; and

16.2.2 if by fax, at the time of sending

17 Governing Law

This deed shall be governed by and construed in accordance with English law and the Mortgagor irrevocably submits to the non-exclusive jurisdiction of the courts of England and Wales in respect of any dispute.

18 Interpretation

18.1 The expressions "Mortgagor" and "Bank" where the context admits include their respective successors in title and assigns.

18.2 If two or more persons are included in the expression "Debtor" then the use in this deed of the word "Debtor" shall be deemed to refer to such persons both together and separately and the Debtor's Obligations shall be their joint and several obligations.

18.3 Where the Debtor is a partnership the Debtor's Obligations shall include those (in relation to the partnership business) of the persons from time to time being members of the partnership and the Mortgagor's liability under this deed shall continue and this deed shall remain a continuing security despite any change in the constitution of the partnership.

18.4 If two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and their obligations under this deed shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Bank of the other or others of them. The interest of any one of them in the Property shall not be released from the security created by this deed nor shall the security created by this deed be discontinued by reason of this deed not being or ceasing to be binding upon the interest in the Property of any other of them whether or not by agreement with the Bank.

18.5 References to the "Property" include any part of it and the "Property" includes all covenants and rights affecting or concerning the same. The "Property" also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property.

18.6 Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Bank may select.

18.7 Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected.

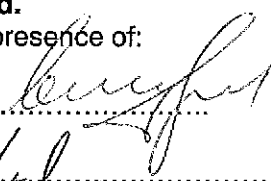
18.8 This deed is in addition to any other security present or future held by the Bank for the Debtor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank.

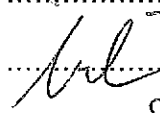
IN WITNESS OF WHICH this deed has been duly executed

Executed as a **DEED**

by **AA Properties 2000 Ltd.**

acting by a director in the presence of:

Signature of Director 

Signature of Witness 

Name (in BLOCK CAPITALS) SUBIR DESAI

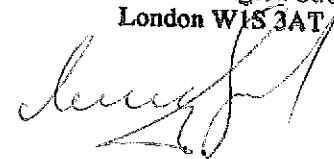
Address:

Charles Douglas Solicitors LLP
32 Old Burlington Street
London W1S 3AT

Signed and Delivered as a **DEED**

by **Adnan Ahmadzada**

in the presence of:



Witness' name _____

SUBIR DESAI

Signature _____



Address _____

Charles Douglas Solicitors LLP
32 Old Burlington Street
London W1S 3AT

Date _____

I confirm that I am a solicitor/licensed conveyancer/legal executive acting for the Debtor and that prior to the execution of this deed I explained its nature, content and effect, and the practical implications of signing it to the Debtor and he/she informed me that he/she wished to proceed with the transaction.

Signature _____ 

Name SUBIR DESAI

Firm CHARLES DOUGLAS SOLICITORS LLP

Address Charles Douglas Solicitors LLP
32 Old Burlington Street
London W1S 3AT

Date 10/2/16