



Registration of a Charge

Company name: **A A HOMES AND HOUSING LTD**

Company number: **02928711**

Received for Electronic Filing: **15/07/2020**



X99C08NL

Details of Charge

Date of creation: **09/07/2020**

Charge code: **0292 8711 0011**

Persons entitled: **GATEHOUSE BANK PLC**

Brief description:

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: **FOOT ANSTEY LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2928711

Charge code: 0292 8711 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th July 2020 and created by A A HOMES AND HOUSING LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th July 2020 .

Given at Companies House, Cardiff on 16th July 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

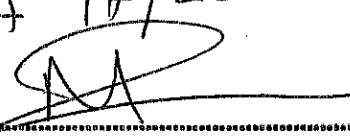
**Charge over Shares
relating to
East India Estates Ltd**

Dated *9 July* 2020

A A Homes and Housing Ltd (1)
Gatehouse Bank plc (2)

CERTIFIED AS A TRUE COPY OF THE ORIGINAL

Dated: *14/17/2020*

Signed 
.....
JMW Solicitors LLP
Kings House, 36-37 King Street, London EC2V 8BB

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THIS DEED is dated

9 July

2020

BETWEEN

- (1) **A A HOMES AND HOUSING LTD**, a company incorporated in England and Wales with company number 02928711 whose registered office is at Coombe Farm, Oaks Road, Croydon, England, CR0 5HL (the "**Chargor**"); and
- (2) **GATEHOUSE BANK PLC**, a company incorporated in England with registration number 06260053 and having its registered office at the Helicon, One South Place, London EC2M 2RB (the "**Bank**").

BACKGROUND

- (A) The Bank has agreed, pursuant to the Master Murabaha Agreement, to provide the Company with murabaha facilities on a secured basis.
- (B) Under this deed, the Chargor provides security to the Bank for the murabaha facilities made available under the Master Murabaha Agreement.

AGREED TERMS

1 Definitions and interpretation

1.1 Definitions

Terms defined in the Master Murabaha Agreement shall, unless otherwise defined in this deed, have the same meaning in this deed. In addition, the following definitions apply in this deed:

Company: East India Estates Ltd, a company incorporated in England and Wales with registration number 04542575 and having its registered office at Coombe Farm, Oaks Road, Croydon, England, CR0 5HL.

Delegate: any person appointed by the Bank pursuant to clause 11, and any person appointed as attorney of the Bank or Delegate.

Event of Default: has the meaning given to that expression in the Master Murabaha Agreement.

Financial Collateral: has the meaning given to that expression in the Financial Collateral Regulations.

Financial Collateral Regulations: the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226).

LPA 1925: the Law of Property Act 1925.

Master Murabaha Agreement: the master murabaha agreement dated on or about the date of this deed between (1) the Company (as purchaser) and (2) the Bank (as seller).

Related Rights: any:

- (a) dividend or other distribution paid or payable in relation to any Share; and

- (b) right, money or property accruing, offered or issued at any time in relation to any Share by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

Secured Assets: all the assets, property and undertaking for the time being subject to any Security Interest created by, or pursuant to, this deed (and references to the Secured Assets shall include references to any part of them).

Secured Liabilities: means:

- (a) all present and future monies, obligations and liabilities of the Company to the Bank, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, together with a late payment charge (calculated in accordance with clause 10 of the Master Murabaha Agreement) payable in respect of such monies or liabilities; and
- (b) all present and future monies, obligations and liabilities of the Chargor to the Bank, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with this deed, together with a late payment charge (calculated in accordance with clause 10 of the Master Murabaha Agreement) payable in respect of such monies or liabilities.

Security Financial Collateral Arrangement: has the meaning given to the expression in the Financial Collateral Regulations.

Security Interest: any mortgage, pledge, lien, charge (whether fixed or floating, legal or equitable), assignment, hypothecation or security interest or any other agreement or arrangement having a similar effect.

Security Period: the period starting on the date of this deed and ending on the date on which the Bank is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

Shares: 1000 ordinary shares in the share capital of the Company held by the Chargor.

1.2 Construction

The provisions of clause 1.2 of the Master Murabaha Agreement apply to this deed as if they were set out in full in this deed, except that each reference in that clause to the Master Murabaha Agreement shall be read as a reference to this deed.

1.3 Clawback

If the Bank considers that an amount paid by a Chargor in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the bankruptcy of a Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 Perpetuity period

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

1.5 Schedules

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

2 Covenant to pay

- 2.1 The Chargor shall, on demand, pay to the Bank and discharge the Secured Liabilities when they become due for payment or discharge.
- 2.2 The total amount recoverable by the Bank from the Chargor in relation to the Secured Liabilities shall be limited to the amount realised from the proceeds of sale or other disposal or realisation of the Secured Assets together with all costs, expenses, interest and other amounts payable by the Chargor under the terms of this deed.
- 2.3 Clause 2.2 above shall only limit the liability of the Chargor for the discharge of the Secured Liabilities and shall not:
- (a) reduce or discharge the Secured Liabilities themselves or limit or restrict the accrual of profit (including late payment charges) on any amount; or
 - (b) limit the rights of the Bank to recover any amount from any person other than the Chargor under or in connection with the Finance Documents.

3 Grant of security

- 3.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Chargor with full title guarantee charges to the Bank by way of a first fixed charge:
- (a) all the Shares owned by it; and
 - (b) all Related Rights.

4 Liability of the Chargor

4.1 Liability not discharged

The Chargor's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Bank that is or becomes wholly or partially illegal, void or unenforceable on any ground;
- (b) the Bank renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission, that, but for this clause 4.1, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.

4.2 Immediate recourse

The Chargor waives any right it may have to require the Bank to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Chargor.

5 Representations and warranties

5.1 Representations and warranties

The Chargor makes the representations and warranties set out in this clause 5 to the Bank.

5.2 Shares

- (a) The Shares are fully paid and are not subject to any option to purchase or similar rights.
- (b) The Shares represent the whole of the issued share capital of the Company and no person has any option, warrant or other similar right to subscribe for any shares of the Company.
- (c) The Chargor is the sole legal and beneficial owner of the Shares owned by it.
- (d) The constitutional documents of the Company do not:
 - (i) restrict or inhibit any transfer of the Shares on creation or enforcement of the security constituted by this deed; or
 - (ii) contain any rights of pre-emption.

5.3 No Security

The Secured Assets are free from any Security Interest other than the Security Interest created by this deed.

5.4 No adverse claims

The Chargor has not received, or acknowledged notice of, any adverse claim by any person in respect of the Secured Assets or any interest in them.

5.5 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever, that materially and adversely affect the Secured Assets.

5.6 No breach of laws

There is no breach of any law or regulation which materially and adversely affects the Secured Assets.

5.7 Avoidance of security

No Security Interest expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the bankruptcy of the Chargor or otherwise.

5.8 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor, and is and will continue to be effective security over all and every part of the Secured Assets in accordance with its terms.

5.9 Times for making representations and warranties

The representations and warranties set out in clause 5.2 to clause 5.8 are made by the Chargor on the date of this deed and the representations and warranties contained in clause 5.2 to clause 5.8 are deemed to be repeated on each day of the Security Period with reference to the facts and circumstances existing at the time of repetition.

6 Covenants

6.1 Negative pledge and disposal restrictions

Neither Chargor shall at any time, except with the prior written consent of the Bank:

- (a) create, purport to create or permit to subsist any Security Interest on, or in relation to, any Secured Asset other than any Security Interest created by this deed;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Secured Assets; or
- (c) create or grant (or purport to create or grant) any interest in the Secured Assets in favour of a third party.

6.2 Preservation of Secured Assets

Neither Chargor shall do, or permit to be done, any act or thing that would or might depreciate, jeopardise or otherwise prejudice the security held by the Bank, or diminish the value of any of the Secured Assets or the effectiveness of the security created by this deed.

6.3 Chargor's waiver of set-off

The Chargor waives any present or future rights of set-off it may have in respect of the Secured Liabilities (including sums payable by that Chargor under this deed).

6.4 Compliance with laws and regulations

The Chargor shall comply with the requirements of any law and regulation relating to or affecting the Secured Assets or the use of it or any part of them.

6.5 Enforcement of rights

The Chargor shall use its best endeavours to enforce any rights and institute, continue or defend any proceedings relating to any of the Secured Assets which the Bank may require from time to time.

6.6 Notice of misrepresentations and breaches

The Chargor shall, promptly on becoming aware of any of the same, notify the Bank in writing of:

- (a) any representation or warranty set out in clause 5 which is incorrect or misleading in any material respect when made or deemed to be repeated; and
- (b) any breach of any covenant set out in this deed.

6.7 Title to Secured Assets

The Chargor shall on the execution of this deed, deliver to the Bank, or as the Bank may direct:

- (a) all share certificates and other documents of title or evidence of ownership of the Secured Assets;
- (b) stock transfer forms relating to the Secured Assets duly completed and executed by or on behalf of that Chargor but with the name of the transferee, the consideration and the date left blank;
- (c) a duly executed and dated power of attorney in respect of the Secured Assets in the form set out in Schedule 1;

- (d) executed and undated letters of resignation from each of the directors of the Company in the form set out in Schedule 2;
- (e) an executed letter of authority from each of the directors of the Company in the form set out in Schedule 3;
- (f) a notice of charge in the form set out in Schedule 4; and
- (g) any other documents (in each case duly completed and executed by or on behalf of the Chargor) that the Bank may request to enable it, or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain legal title to, or to perfect its security interest in any of the Secured Assets,

so that the Bank may, at any time after the security constituted by this deed has become enforceable and without notice to the Chargor, complete and present those stock transfer forms and other documents to the issuer of the Secured Assets for registration.

6.8 Nominations

- (a) The Chargor shall immediately terminate all nominations it may have made in respect of any Secured Asset and, pending such termination, procure that any person so nominated:
 - (i) does not exercise any rights in respect of any Secured Asset without the prior written approval of the Bank; and
 - (ii) immediately upon receipt by it, forward to the Bank all communications or other information received by it in respect of any Secured Asset for which it has been so nominated.
- (b) Neither Chargor shall at any time during the Security Period exercise the right to nominate any person other than the Bank to enjoy or exercise any right relating to any of the Secured Assets.

6.9 Pre-emption rights and restrictions on transfer

The Chargor shall:

- (a) obtain all consents, waivers, approvals and permissions that are necessary, under the articles of association (or otherwise) of the Company, for the transfer of the Secured Assets to the Bank or its nominee, or to a purchaser on enforcement of the security constituted by this deed;
- (b) procure the amendment of the share transfer provisions (including, but not limited to, deletion of any pre-emption provisions) under the articles of association, other constitutional document or otherwise of the Company in any manner that the Bank may require in order to permit the transfer of the Secured Assets to the Bank or its nominee, or to a purchaser on enforcement of the security constituted by this deed; and
- (c) procure that the Company shall promptly register any transfer of title to the Secured Assets pursuant to any enforcement by the Bank of its rights under this deed.

6.10 Calls and other obligations

- (a) Notwithstanding the security created by this deed, the Chargor shall promptly pay all calls, instalments and other payments that may be or become due and payable in respect of all or any part of the Secured Assets.

- (b) If the Chargor fails to do so, the Bank may, at its discretion but without obligation, pay the calls, instalments or other payments on behalf of the Chargor.
- (c) The Chargor shall, immediately on request by the Bank, reimburse the Bank for any payment made by it under this clause 6.10.
- (d) The Chargor shall comply with, and shall remain liable to perform, all of the other conditions and obligations assumed by it in respect of all or any part of the Secured Assets.

6.11 Changes to rights

- (a) The Chargor shall not take, or allow the taking of, any action on its behalf which may result in the rights attaching to, or conferred by, all or any of the Secured Assets being altered.
- (b) The Chargor shall not cause or permit:
 - (i) any of the Secured Assets to be consolidated, sub-divided or converted; or
 - (ii) the other shares of the Company to be re-organised, exchanged or repaid; or
 - (iii) any further shares in the share capital of the Company to be issued.

6.12 Information

The Chargor shall:

- (a) promptly following receipt, send to the Bank copies of any notice, circular, report, accounts and any other document received by it that relates to the Secured Assets; and
- (b) promptly notify the Bank in writing of any action, claim, notice or demand made by or against it in connection with all or any part of a Secured Asset or of any fact, matter or circumstance which may, with the passage of time, give rise to such an action, claim, notice or demand, together with, in each case, the Chargor's proposals for settling, liquidating, compounding or contesting any such action, claim, notice or demand and shall, subject to the Bank's prior approval, implement those proposals at its own expense.

7 Voting rights and dividends

7.1 Voting rights and dividends - before enforcement

- (a) Before the security constituted by this deed becomes enforceable, the Chargor may exercise all voting and other rights and powers in respect of the Secured Assets or, if any of the same are exercisable by the Bank or any of its nominees, direct in writing the exercise of those voting and other rights and powers provided that:
 - (i) it shall not do so in any way that would breach any provision of the Master Murabaha Agreement or this deed or for any purpose inconsistent with the Master Murabaha Agreement or this deed; and
 - (ii) the exercise of, or failure to exercise, those voting rights or other rights and powers would not, in the Bank's opinion, have an adverse effect on the value of any of the Secured Assets or otherwise prejudice the Bank's security under this deed.

- (b) Before the security constituted by this deed becomes enforceable, the Chargor may retain and apply for its own use all dividends and other monies paid or payable in respect of the Secured Assets and, if any are paid or payable to the Bank or any of its nominees, the Bank will hold all those dividends and other monies received by it for the Chargor and will pay them to the Chargor promptly on request.
- (c) The Chargor shall indemnify the Bank against any loss or liability incurred by the Bank (or its nominee) as a consequence of the Bank (or its nominee) acting in respect of the Secured Assets at the direction of the Chargor.
- (d) The Bank shall not, by exercising or not exercising any voting rights or otherwise, be construed as permitting or agreeing to any variation or other change in the rights attaching to or conferred by any of the Secured Assets which the Bank considers prejudicial to, or impairing the value of, the security created by this deed.

7.2 Voting rights and dividends - following an Event of Default

After the security constituted by this deed has become enforceable, the Bank may at its discretion (in the name of the Chargor and without any further consent or authority from the Chargor and irrespective of any direction given by the Chargor):

- (a) exercise or refrain from exercising (or direct its nominee to exercise or refrain from exercising) all voting rights and any other powers or rights in respect of the Secured Assets, and the Chargor shall comply, or procure compliance, with any directions the Bank may give, in its absolute discretion, in respect of the exercise of those voting and other rights and powers;
- (b) apply all dividends or other monies paid or payable in respect of the Secured Assets in accordance with clause 12 and, if any such dividends or other monies are received by or on behalf of the Chargor, the Chargor shall hold all such dividends and other monies on trust for the Bank and shall immediately pay them to the Bank or as it may direct;
- (c) complete all instruments of transfer held by it in relation to the Secured Assets in favour of itself or such other person as it may select and have the Secured Assets transferred into its name or the name of its nominee or, as applicable, into an account in its own name or the name of its nominee; and
- (d) in addition to any other power created under this deed, exercise or refrain from exercising (or direct its nominee to exercise or refrain from exercising) all the powers and rights conferred on or exercisable by the legal or beneficial owner of the Secured Assets.

8 Powers of the Bank

8.1 Power to remedy

- (a) The Bank shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Chargor of any of its obligations contained in this deed.
- (b) The Chargor irrevocably authorises the Bank and its agents to do all things that are necessary or desirable for that purpose.
- (c) Any monies expended by the Bank in remedying a breach by the Chargor of its obligations contained in this deed, shall be reimbursed by the Chargor to the Bank on a full indemnity basis and shall carry a late payment charge in accordance with clause 10 of the Master Murabaha Agreement.

8.2 Exercise of rights

- (a) The rights of the Bank under clause 8.1 are without prejudice to any other rights of the Bank under this deed.
- (b) The exercise of any rights of the Bank under this deed shall not make the Bank liable to account as a mortgagee in possession.

8.3 No duties

The Bank shall not, in respect of any of the Secured Assets, have any duty or incur any liability for:

- (a) ascertaining or taking action in respect of any calls, instalments, conversions, exchanges, maturities, tenders or other matters relating to any Secured Assets or the nature or sufficiency of any payment whether or not the Bank has or is deemed to have knowledge of such matters; or
- (b) taking any necessary steps to preserve rights against prior parties or any other rights relating to any of the Secured Assets.

8.4 Conversion of currency

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities, the Bank may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 8.4) from their existing currencies of denomination into any other currencies of denomination that the Bank may think fit.
- (b) Any such conversion shall be effected at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency.
- (c) Each reference in this clause 8.4 to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

8.5 New accounts

- (a) If the Bank receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Secured Assets, the Bank may open a new account for the Chargor in the Bank's books. Without prejudice to the Bank's right to combine accounts, no money paid to the credit of the Chargor in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- (b) If the Bank does not open a new account immediately on receipt of the notice, or deemed notice, under clause 8.5(a), then, unless the Bank gives express written notice to the contrary to the Chargor, all payments made by the Chargor to the Bank shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Bank.

8.6 Indulgence

The Bank may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this deed (whether or not such person is jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Chargor for the Secured Liabilities.

9 When security becomes enforceable

9.1 Event of Default

The security constituted by this deed shall become immediately enforceable if an Event of Default occurs.

9.2 Discretion

After the security constituted by this deed has become enforceable, the Bank may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Secured Assets.

10 Enforcement of security

10.1 Enforcement powers

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this deed.
- (b) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall be immediately exercisable at any time after the security constituted by this deed has become enforceable under clause 9 (*When security becomes enforceable*).
- (c) Section 103 of the LPA 1925 (restricting the power of sale) does not apply to the security constituted by this deed.

10.2 Prior Security

At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security Interest having priority to this deed shall have become exercisable, the Bank may:

- (a) redeem that or any other prior Security Interest;
- (b) procure the transfer of that Security Interest to it; and
- (c) settle and pass any account of the holder of any prior Security Interest.

The settlement and passing of any such account passed shall, in the absence of any manifest error, be conclusive and binding on the Chargor. All monies paid by the Bank to an encumbrancer in settlement of any of those accounts shall, as from its payment by the Bank, be due from the Chargor to the Bank on current account and shall bear a late payment charge (calculated in accordance with clause 10 of the Master Murabaha Agreement) and be secured as part of the Secured Liabilities.

10.3 Protection of third parties

No purchaser, mortgagee or other person dealing with the Bank or Delegate shall be concerned to enquire:

- (a) whether any of the Secured Liabilities have become due or payable, or remain unpaid or undischarged;
- (b) whether any power the Bank or Delegate is purporting to exercise has become exercisable or is properly exercisable; or
- (c) how any money paid to the Bank or any Delegate is to be applied.

10.4 Privileges

The Bank is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

10.5 No liability as mortgagee in possession

Neither the Bank nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Secured Assets, nor shall any of them be liable for any loss on realisation of, or for any neglect or default of any nature in connection with, all or any of the Secured Assets for which a mortgagee in possession might be liable as such.

10.6 Conclusive discharge to purchasers

The receipt of the Bank or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Secured Assets or in making any acquisition in the exercise of their respective powers, the Bank and Delegate may do so for any consideration, in any manner and on any terms that it or he thinks fit.

10.7 Right of appropriation

(a) To the extent that:

- (i) the Secured Assets constitute Financial Collateral; and
- (ii) this deed and the obligations of the Chargor under it constitute a Security Financial Collateral Arrangement,

the Bank shall have the right, at any time after the security constituted by this deed has become enforceable, to appropriate all or any of those Secured Assets in or towards the payment and discharge of the Secured Liabilities in any order that the Bank, in its absolute discretion, may from time to time determine.

- (b) The value of any Secured Assets appropriated in accordance with this clause 10.7 shall be determined by any method that the Bank may select, including independent valuation.
- (c) The Chargor agrees that the method of valuation provided for in this clause 10.7 is commercially reasonable for the purposes of the Financial Collateral Regulations.

11 Delegation

11.1 The Bank may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it by this deed (including the power of attorney granted under clause 15.1).

11.2 The Bank may delegate on any terms and conditions (including the power to sub-delegate) that it thinks fit.

11.3 The Bank shall not be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

12 Application of proceeds

12.1 Order of application of proceeds

All monies received by the Bank or a Delegate pursuant to this deed, after the security constituted by this deed has become enforceable, shall (subject to the claims of any person having prior rights and by way of variation of the LPA 1925) be applied in the following order of priority:

- (a) in or towards payment of or provision for all actual costs, charges and expenses incurred by or on behalf of the Bank (and any Delegate, attorney or agent appointed by it) under or in connection with this deed;
- (b) in or towards payment of or provision for the Secured Liabilities in any order and manner that the Bank determines; and
- (c) in payment of the surplus (if any) to the Chargor or other person entitled to it.

12.2 Appropriation

Neither the Bank nor any Delegate shall be bound (whether by virtue of section 109(8) of the LPA 1925, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards penalties rather than principal or otherwise in any particular order between any of the Secured Liabilities.

12.3 Suspense account

All monies received by the Bank or a Delegate under this deed:

- (a) may, at the discretion of the Bank or Delegate, be credited to any suspense or securities realised account;
- (b) shall bear profit, if any, at the rate agreed in writing between the Bank and the Chargor; and
- (c) may be held in that account for so long as the Bank or Delegate thinks fit.

13 Costs and indemnity

13.1 Costs

The Chargor shall, promptly on demand, pay to, or reimburse, the Bank, on a full indemnity basis, all actual costs (other than costs of funds), charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) incurred by the Bank or any Delegate in connection with:

- (a) this deed or the Secured Assets;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Bank's or a Delegate's rights under this deed; or
- (c) taking proceedings for, or recovering, any of the Secured Liabilities,

together with a late payment charge, which shall be payable (without the need for any demand for payment being made) in accordance with clause 10 of the Master Murabaha Agreement.

13.2 Indemnity

The Chargor shall indemnify the Bank and each Delegate, and their respective employees and agents against all liabilities, actual costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all profit, penalties and actual legal costs (calculated on a full indemnity basis) and all other actual professional costs and expenses) suffered or incurred by any of them arising out of or in connection with:

- (a) the exercise or purported exercise of any of the rights, powers, authorities or discretions vested in them under this deed or by law in respect of the Secured Assets;

- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this deed; or
- (c) any default or delay by the Chargor in performing any of its obligations under this deed.

Any past or present employee or agent may enforce the terms of this clause 13.2 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999.

14 Further assurance

14.1 Further assurance

The Chargor shall, at its own expense, take whatever action the Bank may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this deed;
- (b) facilitating the realisation of any of the Secured Assets; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Bank in respect of any of the Secured Assets,

including, without limitation, (if the Bank thinks it expedient) the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Secured Assets (whether to the Bank or to its nominee) and the giving of any notice, order or direction and the making of any registration.

15 Power of attorney

15.1 Appointment of attorneys

By way of security, the Chargor irrevocably appoints the Bank and every Delegate separately to be the attorney of that Chargor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that:

- (a) the Chargor is required to execute and do under this deed; and/or
- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Bank or any Delegate.

15.2 Ratification of acts of attorneys

The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause 15.1.

16 Release

Subject to clause 23.3, on the expiry of the Security Period (but not otherwise), the Bank shall, at the request and actual cost of the Chargor, take whatever action is necessary to release the Secured Assets from the security constituted by this deed.

17 Assignment and transfer

17.1 Assignment by Bank

- (a) At any time, without the consent of the Chargor, the Bank may assign or transfer all or any of its rights and obligations under this deed.
- (b) The Bank may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargor, the Secured Assets and this deed that the Bank considers appropriate.

17.2 Assignment by Chargor

No Chargor may assign any of its rights, or transfer any of its rights or obligations, under this deed.

18 Set-off

18.1 Bank's right of set-off

The Bank may at any time set off any liability of the Chargor to the Bank against any liability of the Bank to the Chargor, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed. If the liabilities to be set off are expressed in different currencies, the Bank may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Bank of its rights under this clause 18 shall not limit or affect any other rights or remedies available to it under this deed or otherwise.

18.2 No obligation to set off

The Bank is not obliged to exercise its rights under clause 18.1. If, however, it does exercise those rights it must promptly notify the Chargor of the set-off that has been made.

18.3 Exclusion of Chargor's right of set-off

All payments made by the Chargor to the Bank under this deed shall be made without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

19 Amendments, waivers and consents

19.1 Amendments

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

19.2 Waivers and consents

- (a) A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure or delay by a party to exercise any right or remedy provided under this deed or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this deed. No single or partial exercise of any right or remedy provided under this deed or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this deed by the Bank shall be effective unless it is in writing.

19.3 Rights and remedies

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

20 Severance

20.1 Severance

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this deed.

21 Counterparts

21.1 Counterparts

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

22 Third party rights

22.1 Third party rights

Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

23 Further provisions

23.1 Independent security

This deed shall be in addition to, and independent of, any other security or guarantee that the Bank may hold for any of the Secured Liabilities at any time. No prior security held by the Bank over the whole or any part of the Secured Assets shall merge in the security created by this deed.

23.2 Continuing security

This deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Bank discharges this deed in writing.

23.3 Discharge conditional

Any release, discharge or settlement between the Chargor and the Bank shall be deemed conditional on no payment or security received by the Bank in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise. Despite any such release, discharge or settlement:

- (a) the Bank or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Secured Assets, for any period that the Bank deems necessary to provide the Bank with security against any such avoidance, reduction or order for refund; and

- (b) the Bank may recover the value or amount of such security or payment from the Chargor subsequently as if the release, discharge or settlement had not occurred.

23.4 Certificates

A certificate or determination by the Bank as to any amount for the time being due to it from the Chargor shall be, in the absence of any manifest error, conclusive evidence of the amount due.

23.5 Consolidation

The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this deed.

24 Notices

24.1 Clause 29 of the Master Murabaha Agreement shall apply to any notices given under this Deed as if the same provisions were set out in full in this Deed.

24.2 The address and the fax number of the Chargor for any communication or document to be made or delivered under or in connection with this Deed is:

Address: Coombe Farm, Oaks Road, Croydon, England, CR0 5HL

Email: anwar.ansari@aahomesandhousing.com

Attention: Anwar Ansari

or any substitute address, fax number as the Chargor may notify to the other Parties by not less than 5 Business Days' written notice.

25 Sharia compliance

25.1 The Chargor has not relied upon the Bank with respect to the compliance of this deed with Sharia principles.

25.2 To the extent the Chargor considers necessary, it has sought independent advice from its own advisers specialising in Sharia principles before entering into this deed.

25.3 The Chargor has no objection, and will not raise any objections, as to matters of Sharia compliance in respect of or otherwise in relation to the provisions of this deed which deals with or which relates to matters of Sharia compliance.

26 Governing law and jurisdiction

26.1 Governing law

This deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

26.2 Jurisdiction

(a) Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Bank to take proceedings against the Chargor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more

jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

- (b) Each party recognises and agrees that the principle of the payment of interest is repugnant to the Sharia and accordingly, to the extent that any legal system would (but for the provisions of this clause 26.2(b)) impose (whether by contract or by statute) any obligation to pay interest, each party hereby irrevocably and unconditionally expressly waive and reject any entitlement to recover interest from each other.

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Schedule 1

FORM OF POWER OF ATTORNEY AND PROXY

DATED

20[•]

PARTIES

[•] of [•] (the "Chargor")

BACKGROUND:

The Chargor has determined to appoint the Attorneys (as defined below) to be the Chargor's attorney(s)-in-fact for the purposes noted below.

IT IS AGREED:

The Chargor hereby irrevocably makes, constitutes and appoints each of Gatehouse Bank plc and any officer or agent from time to time of Gatehouse Bank plc (the "**Attorneys**") to be the true and lawful attorneys-in-fact of the Chargor for and in the name of and on behalf of the Chargor, acting jointly or singly, to do and execute all and any of the acts, things and other matters following, namely:

1. to act as the proxy and attorneys in-fact of the Chargor to vote the share(s) (the "**Shares**") held by the Chargor in the capital of [•] (the "[•] Entity") at all or any general meetings of shareholders or stockholders of the [•] Entity and to requisition and convene a meeting or meetings of the shareholders or stockholders of the [•] Entity;
2. to approve, amend, complete, date, execute and deliver any other document (including any document appointing a substitute Attorney) which the Attorneys or any of them shall think necessary, advisable, convenient or otherwise desirable for the purposes of implementing or otherwise giving effect to the transactions contemplated by the matters referred to in paragraph 1 above (such documents being referred to in this Power of Attorney and Proxy as "**Ancillary Documents**");
3. to execute under hand or personal seal of the Chargor and deliver on behalf of and in the name of the Chargor all or any of the Ancillary Documents;
4. to make any amendments to any of the Ancillary Documents (including any change of parties thereto) as the Attorneys or any of them think necessary, advisable, convenient or otherwise desirable and to approve, amend, complete, date, execute under hand, personal seal or the common seal of the Chargor and deliver any document which effects or otherwise evidences such amendment;
5. to do any act or other thing which the Attorneys or any of them shall think necessary, advisable, convenient or otherwise desirable in connection with or in relation to the transactions contemplated by the Ancillary Documents; and
6. to make any payment(s) and accept any payment(s) on behalf of the Chargor which are required to be made or accepted for the purposes of the transactions contemplated by any of the Ancillary Documents.

AND IT IS FURTHER AGREED AND DECLARED THAT:

1. The Chargor hereby ratifies and confirms, and agrees to ratify and confirm, any acts and other things whatsoever that the Attorneys or any of them shall do or purport to so by virtue of this Power of Attorney and Proxy including (without prejudice to paragraph 3 below) any such acts and things done between the time of revocation of this Power of Attorney and Proxy and the time of that revocation becoming known to the Attorneys.

2. The Chargor hereby authorises and empowers the Attorneys and any of them to acknowledge in the name and as the act and deed of the Chargor this Power of Attorney and Proxy, that this Power of Attorney and Proxy has been executed as a deed and to register and record this Power of Attorney and Proxy in any office and/or registry in any country and to procure to be done any and every other act and thing whatsoever which may in any way be necessary, advisable, convenient and otherwise desirable for authenticating and otherwise giving full effect to this Power of Attorney and Proxy according to the law and usages of any country as fully and effectually as could the Chargor.
3. This Power of Attorney and Proxy is irrevocable and shall remain irrevocable and in full force and effect until such time as the Secured Liabilities (as that expression is defined in a charge over shares (the "**Charge over Shares**") dated _____ between the (1) Chargor and (2) Gatehouse Bank plc) have been paid, performed and discharged in full and the Charge over Shares has been fully and irrevocably discharged and released by Gatehouse Bank plc.
4. This Power of Attorney and Proxy is coupled with an interest and is given as further security for the due and punctual performance payment and discharge of the Secured Liabilities (as that expression is defined in the Charge over Shares).
5. By the execution of this Power of Attorney and Proxy, the Chargor undertakes to indemnify, and hereby indemnifies, each of the persons named above as Attorneys (and any substitutes or delegates of such Attorneys) of the Chargor from and against all actions, proceedings, losses, costs, damages, expenses, claims, demands and other liabilities of any nature whatsoever which any or all of them may suffer or otherwise incur by reason of their acting pursuant to or in reliance on this Power of Attorney and Proxy.
6. This Power of Attorney and Proxy may only be exercised by the Attorney after an Event of Default (as such term is defined in the Master Murabaha Agreement) has occurred.
7. This Power of Attorney and Proxy shall be governed by and construed in accordance with the laws of England & Wales.

In witness of which this Power of Attorney and Proxy has been duly executed by the Chargor as a deed on the first date specified on page 1 of this Power of Attorney and Proxy.

EXECUTED by [•])	_____
WITNESS TO THE ABOVE SIGNATURE)	_____
FULL NAME)	_____
DESCRIPTION)	_____
ADDRESS)	_____

Schedule 2

FORM OF LETTER OF RESIGNATION

To: [•] *East India Estates Ltd (Co. 04542575)*
(the "Company")

Date:

Dear Sirs

East India Estates Ltd

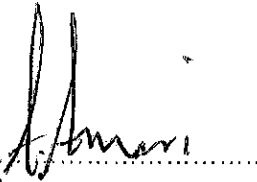
Letter of Resignation in relation to [•] (the "Company")

I hereby resign as a Director of the Company and confirm that I have no claims against the Company for loss of office, arrears of pay or otherwise howsoever.

This resignation is to be effective as at the date of this letter.

You are hereby irrevocably authorised and irrevocably instructed to complete and date this letter by dating the same with the same date as you are directed to do so by Gatehouse Bank plc but not otherwise.

Yours faithfully



.....
Director
Name:

Schedule 3

DIRECTORS AND OFFICERS LETTER OF AUTHORITY

To: Gatehouse Bank plc

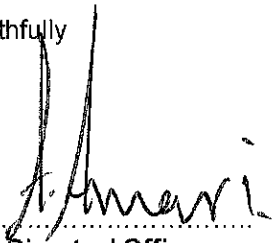
Date:

Dear Sirs

East India Estates Ltd (Co. Regn. No. 04542575)
[•] (the "Company")

I hereby unconditionally and irrevocably authorise you to date, deliver, give full effect to and otherwise complete the resignation letter in respect of the Company deposited by me with you pursuant to the charge over shares dated _____ (the "Charge over Shares") between (1) [•] and (2) Gatehouse Bank plc, following the occurrence of an Event of Default (as defined in the Charge over Shares whether by incorporation by reference or otherwise).

Yours faithfully



.....
Name of Director/ Officer:

Schedule 4

NOTICE OF CHARGE

To: [•] East India Estates Ltd C 4542575
(the "Company")

Date:

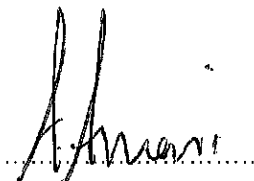
Dear Sirs

Share Charge

We hereby notify you that pursuant to a charge over shares dated _____ between (1) [•] (the "Chargor") and (2) Gatehouse Bank plc (the "Charge over Shares"), the Chargor has granted a security interest over all its shares standing in its name in [•] and at any time after Gatehouse Bank plc notifies you that an Event of Default (as defined in the Charge over Shares whether by incorporation by reference or otherwise) has occurred and is continuing you may take such steps to register Gatehouse Bank plc (or its nominee) as the registered holder of the shares pursuant to the Charge over Shares.

AA Homes and
Housing
Ltd

Yours faithfully

[•] 

Execution Page

Bank Execution	
Executed as a deed by as attorney for and on behalf of and in the name of Gatehouse Bank plc in the presence of a witness: Signature of Attorney:.....	Witness signature: Witness name: Witness address: Witness occupation:
Chargor Execution	
EXECUTED as a Deed by A A Homes and Housing Ltd acting by a director in the presence of a witness: Signature of Director: Name of Director: 	Witness signature: Witness name: <i>Mahfuz Rahman</i> Witness address: Witness occupation: JMW Solicitors LLP Kings House 36-37 King Street London EC2V 8BB <i>Solicitor</i>