



**Registration of a Charge**

Company name: **AT MEDICS LIMITED**

Company number: **05057581**



X3FHPDM0

Received for Electronic Filing: **01/09/2014**

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**Details of Charge**

Date of creation: **29/08/2014**

Charge code: **0505 7581 0006**

Persons entitled: **ISLAMIC BANK OF BRITAIN PLC**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 117A HEADLEY DRIVE, NEW ADDINGTON, CR0 0QL AS THE SAME IS REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER SGL573063**

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**SGH MARTINEAU LLP**



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

Company number: 5057581

Charge code: 0505 7581 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th August 2014 and created by AT MEDICS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st September 2014 .

Given at Companies House, Cardiff on 2nd September 2014

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 <sup>5</sup> AUGUST 2014**

- (1) A T MEDICS LIMITED**
- (2) ISLAMIC BANK OF BRITAIN PLC**

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**LEGAL CHARGE**  
-relating to-  
**117a Headley Drive , New Addington, CR0 0QL**

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THIS DEED IS DATED <sup>29<sup>th</sup></sup> AUGUST 2014

## PARTIES

- (1) **A T MEDICS LIMITED** a company incorporated in England and Wales with number 05057581 and having its registered office at Barlby Surgery, St.Charles Hospital, Exmoor Street, London W10 6DZ (the "**Customer**"); and
- (2) **ISLAMIC BANK OF BRITAIN PLC** a company incorporated in England and Wales with number 4483430 and having its registered office at Edgbaston House, 3 Duchess Place, Hagley Road, Birmingham B16 8NH ("**IBB**").

## BACKGROUND

- (A) IBB has agreed, pursuant to the Master Murabaha Agreement to provide the Customer with a murabaha facility on the security to be provided by the Customer comprised in the Security Documents.
- (B) The Customer is (or shall become at completion) the owner of the Property.
- (C) The Customer has agreed to enter into this Legal Charge as part of the security for its obligations to IBB under the terms of the Master Murabaha Agreement.

## AGREED TERMS

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

Terms used or defined in the Master Murabaha Agreement shall have the same meanings in this legal mortgage save where otherwise defined or where the context does not so permit. The following words and phrases have the following meanings in this legal mortgage:

**Charged Property** means all the assets, property and undertaking for the time being subject to any Encumbrance created by this legal mortgage and references to the Charged Property shall include references to any part of it;

**Costs** means all costs, charges, expenses, taxes and liabilities of any kind, including without limitation, costs and damages in connection with litigation, professional fees, disbursements and any VAT charged on Costs;

**Delegate** means any person appointed by IBB or any Receiver pursuant to clause 12 and any person appointed as attorney of IBB, Receiver or Delegate;

**Encumbrance** means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect;

**Event of Default** means each of the enforcement events set out in paragraph 1 of schedule 7 to the Master Murabaha Agreement;

**Facility Documents** means the Master Murabaha Agreement and any Security Document and any other document designated as a Facility Document by the Customer and IBB, and "**Facility Document**" means any one of them;

**Insurance Policies** means the insurance policies referred to in clause 3.2(a);

**"LPA"** means the Law of Property Act 1925;

**"Master Murabaha Agreement"** means the master murabaha facility agreement of even date between the Customer and IBB for the provision of the facility secured by this legal charge;

**"Property"** means the freehold property owned by the Customer described in Schedule 1.

**"Receiver"** means a receiver and/or manager of any or all of the Charged Property.

**"Rent"** means all amounts payable to or for the benefit of the Customer by way of rent, licence fee, service charge, dilapidations, ground rent and rent charge in respect of any part of the Property and other monies payable to or for the benefit of the Customer in respect of occupation or usage of any part of the Property, including (without limitation) for display of advertisements on licence or otherwise.

**"Rent Account"** means the Customer's account designated as such by IBB and as that account may be re-numbered or re-designated from time to time.

**"Secured Liabilities"** means all present and future monies, obligations and liabilities (including without limitation and for the avoidance of doubt any liability for breach of contract) due, owing or incurred by the Customer to IBB (or for the avoidance of doubt and without limiting any other provision hereof any of its assigns or successors) whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, under or in connection with any Facility Document or Security Document; and

**"Security Period"** means the period starting on the date of this legal mortgage and ending on the date on which IBB unconditionally and irrevocably releases and discharges the security.

## 1.2 **Construction**

In this legal mortgage the provisions of paragraph 2 of schedule 3 to the Master Murabaha Agreement shall apply as if set out in full herein.

## 1.3 **Clawback**

If IBB considers that an amount paid by the Customer in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Customer or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this legal mortgage.

## 1.4 **Nature of security over real property**

A reference in this legal mortgage to a charge or mortgage of or over the Property includes:

- (a) all buildings and fixtures and fittings (excluding trade and tenant's fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Property at any time;
- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Customer in respect of the Property and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

1.5 **Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of each Facility Document and any Security Document and of any side letters between any parties in relation to any of them are incorporated into this legal mortgage.

1.6 **Perpetuity period**

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

1.7 **Schedules**

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

2. **COVENANT TO PAY**

The Customer shall, on demand, pay to IBB and discharge the Secured Liabilities when they become due.

3. **GRANT OF SECURITY**

3.1 **Legal mortgage and fixed charges**

As a continuing security for the payment and discharge of the Secured Liabilities, the Customer with full title guarantee charges to IBB:

- (a) by way of separate first legal mortgage, the Property; and
- (b) by way of separate first fixed charge:
  - (i) all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies (subject to the terms of any occupation lease of the Property), the Rent and the benefit of any guarantee or security in respect of the Rent to the extent not effectively assigned under clause 3.2;
  - (ii) the benefit of all contracts, guarantees, appointments, warranties and other documents to which the Customer is a party or in its favour or of which it has the benefit relating to any letting, development, sale, purchase or the operation or otherwise relating to the Charged Property, including, in each case, but without limitation, the right to demand and receive all monies whatsoever payable to or for its benefit under or arising from any of them, all remedies provided for in any of them or available at law or in equity in relation to any of them, the right to compel performance of any of them and all other rights, interests and benefits whatsoever accruing to or for its benefit arising from any of them; and
  - (iii) all authorisations (statutory or otherwise) held or required in connection with the Customer's business carried on at the Property or the use of any Charged Property, and all rights in connection with them; and
  - (iv) all monies from time to time standing to the credit of the Rent Account.



### 3.2 **Assignment**

As a continuing security for the payment and discharge of the Secured Liabilities, the Customer with full title guarantee assigns to IBB:

- (a) all its rights in any policies of insurance relating to the Property, including the proceeds of any claims under such policies (subject to the terms of any occupational lease of the Property); and
- (b) the Rent and the benefit of any guarantee or security in respect of the Rent.

provided that nothing in this clause 3.2 shall constitute IBB as mortgagee in possession.

## 4. **PERFECTION OF SECURITY**

### 4.1 **Registration of legal mortgage at the Land Registry**

The Customer consents to an application being made by IBB to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

*"No disposition of the registered estate by the proprietor of the registered estate [or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction] is to be registered without a written consent signed by the proprietor for the time being of the charge dated [ ] in favour of [ ] referred to in the charges register [or [their conveyancer or specify appropriate details]]."*

### 4.2 **Notices**

If any notice (whether agreed or unilateral) is registered against the Customer's title to the Property, the Customer shall immediately provide IBB with full particulars of the circumstances relating to such notice. If such notice was registered to protect a purported interest the creation of which is not permitted under this legal mortgage, the Customer shall immediately, and at its own expense, take such steps as IBB may require to ensure that the notice, as applicable, is withdrawn or cancelled.

## 5. **LIABILITY OF THE CUSTOMER**

### 5.1 **Liability not discharged**

The Customer's liability under this legal mortgage 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, IBB that is or becomes wholly or partially illegal, void or unenforceable on any ground; or
- (b) IBB 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, which but for this clause 5.1 might have discharged, or otherwise prejudiced or affected, the liability of the Customer.

### 5.2 **Immediate recourse**

The Customer waives any right it may have to require IBB to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this legal mortgage against the Customer.

6. **REPRESENTATIONS AND WARRANTIES**

The Customer represents and warrants to IBB in the terms set out in Part 1 of Schedule 6 to the Master Murabaha Agreement which are made on the date of this legal mortgage and also on each day during the Security Period with reference to the facts and circumstances then existing.

7. **COVENANTS**

7.1 The Customer covenants with IBB in the terms set out in Part 2 of Schedule 6 to the Master Murabaha Agreement.

8. **POWERS OF IBB**

IBB shall have the powers set out in Schedule 2.

9. **ENFORCEMENT**

9.1 **When security becomes enforceable**

The security constituted by this legal mortgage shall be immediately enforceable and the power of sale and other powers given by section 101 of the LPA (as varied or extended by this legal mortgage) shall be immediately exercisable at any time after the occurrence of an Event of Default (whether or not such Event of Default is still continuing).

9.2 **When statutory powers arise**

Section 103 of the LPA shall not apply to this legal mortgage and the statutory power of sale and other powers given by section 101 of the LPA (as varied or extended by this legal mortgage) shall, as between IBB and a purchaser, arise on the execution of this legal mortgage and be exercisable at any time after such execution, but IBB shall not exercise such power of sale until the security constituted by this legal mortgage has become enforceable under clause 9.1.

9.3 **Enforcement of security**

After the security constituted by this legal mortgage has become enforceable, IBB 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 Charged Property.

9.4 **Redemption of prior Encumbrances**

At any time after the security constituted by this legal mortgage has become enforceable, or after any powers conferred by any Encumbrance having priority to this legal mortgage shall have become exercisable, IBB may:

- (a) redeem such or any other prior Encumbrance, or procure its transfer to itself; and
- (b) settle any account of that encumbrancer.

The settlement of any such account shall be conclusive and binding on the Customer. All monies paid by IBB to an encumbrancer in settlement of such an account shall, as from its payment by IBB, be immediately due from the Customer to IBB and shall bear interest and be secured as part of the Secured Liabilities.

## **9.5 Extension of statutory powers of leasing**

The statutory powers of leasing and accepting surrenders are extended so as to authorise IBB and any Receiver, at any time after the security constituted by this legal mortgage has become enforceable, whether in its own name or in that of the Customer, to make any lease or agreement for lease, accept surrenders of leases or grant any option of the whole or any part of the Property with whatever rights relating to other parts of it, containing whatever covenants on the part of the Customer, generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as IBB or Receiver thinks fit without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA.

## **9.6 Privileges**

Each Receiver and IBB is entitled to all the rights, powers, privileges and immunities conferred by the LPA on mortgagees and receivers.

## **9.7 No liability as mortgagee in possession**

None of IBB, any Receiver nor any Delegate shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property, 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 Charged Property for which a mortgagee in possession might be liable as such.

## **9.8 Relinquishing possession**

If IBB, any Receiver or any Delegate enters into or takes possession of the Charged Property, it or he may at any time relinquish possession.

# **10. RECEIVERS**

## **10.1 Appointment and removal of a Receiver**

At any time after the security constituted by this legal mortgage has become enforceable or at the request of the Customer, IBB may, without further notice:

- (a) appoint under seal or in writing, by a duly authorised officer of IBB, any one or more person or persons to be a receiver or a receiver and manager, of all or any part of the Charged Property; and
- (b) (subject to section 45 of the Insolvency Act 1986) from time to time, under seal or in writing, by a duly authorised officer of IBB, remove any person appointed to be Receiver and may, in a similar manner, appoint another in his place.

Where more than one person is appointed Receiver, they shall have power to act separately (unless the appointment by IBB specifies to the contrary).

## **10.2 Power of appointment additional to statutory powers**

The power to appoint a Receiver conferred by this legal mortgage shall be in addition to all statutory and other powers of IBB under the Insolvency Act 1986, the LPA or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA.

## **10.3 Power of appointment exercisable despite prior appointments**

The power to appoint a Receiver (whether conferred by this legal mortgage or by statute) shall be, and remain, exercisable by IBB despite any prior appointment in respect of all or any part of the Charged Property.

#### 10.4 **Remuneration of a Receiver**

IBB may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA and the remuneration of the Receiver shall be a debt secured by this legal mortgage which shall be due and payable immediately upon its being paid by IBB.

### 11. **POWERS AND CAPACITY OF A RECEIVER**

#### 11.1 **Powers of a Receiver**

Any Receiver appointed by IBB under this legal mortgage shall, in addition to the powers conferred on him by the LPA and the Insolvency Act 1986, have the powers set out in Schedule 3.

#### 11.2 **Scope of Receiver's powers**

Any exercise of any of the powers of a Receiver by the Receiver may be on behalf of the Customer, the directors of the Customer or himself.

#### 11.3 **Receiver is agent of the Customer**

Any Receiver appointed by IBB under this legal mortgage shall be the agent of the Customer and the Customer shall be solely responsible for his acts and remuneration, as well as for any defaults committed by him. The agency of each Receiver shall continue until the Customer goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of IBB.

### 12. **DELEGATION**

Each of IBB and any Receiver 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 legal mortgage (including the power of attorney granted under clause 16.1). Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as IBB or any Receiver shall think fit. Neither IBB nor any Receiver shall be in any way liable or responsible to the Customer for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

### 13. **APPLICATION OF PROCEEDS**

#### 13.1 **Order of application**

All monies received by IBB or a Receiver in the exercise of any enforcement powers conferred by this legal mortgage shall be applied as follows:

- (a) first in paying all unpaid fees, costs and other liability incurred by or on behalf of IBB (and any Receiver, attorney or agent appointed by it);
- (b) second in paying the remuneration of any Receiver (as agreed between the Receiver and IBB);
- (c) third in or towards discharge of the Secured Liabilities; and
- (d) finally in paying any surplus to the Customer or any other persons entitled to it.

#### 13.2 **Appropriation**

Neither IBB nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is varied accordingly, or otherwise) as between themselves and the Customer or any other person to pay or appropriate any receipt or payment in any particular order between any of the Secured Liabilities.

### 13.3 **Suspense account**

All monies received by IBB or a Receiver or a Delegate under this legal mortgage (other than sums received pursuant to any Insurance Policy which are not going to be applied in or towards discharge of the Secured Liabilities) may, at the discretion of IBB, Receiver or Delegate, be credited to any suspense or securities realised account as may be agreed in writing between IBB, Receiver or Delegate and the Customer, and may be held in such account for so long as IBB, Receiver or Delegate thinks fit.

## 14. **PROTECTION OF THIRD PARTIES**

### 14.1 **Protection of third parties**

No purchaser, mortgagee or other person dealing with IBB or any Receiver or Delegate shall be concerned:

- (a) to enquire whether any of the Secured Liabilities have become due or payable, or remain un-paid or un-discharged, or whether the power IBB or a Receiver or Delegate is purporting to exercise has become exercisable; or
- (b) to see to the application of any money paid to IBB or any Receiver or Delegate.

### 14.2 **Conclusive discharge to purchasers**

The receipt of IBB or any Receiver or Delegate shall be a conclusive discharge to a purchaser and, in making any sale or other disposal of any of the Charged Property or in making any acquisition in the exercise of their respective powers, IBB, every Receiver and every Delegate may do so for such consideration, in such manner and on such terms as it or he thinks fit.

## 15. **COSTS AND INDEMNITY**

### 15.1 **Costs**

The Customer shall pay to, or reimburse, IBB and any Receiver on demand, on a full indemnity basis, all Costs incurred by IBB and/or any Receiver or Delegate in relation to:

- (a) this legal mortgage or the Charged Property;
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of IBB's, Receiver's or Delegate's rights under this legal mortgage; and
- (c) suing for, or recovering, any of the Secured Liabilities,

(including, without limitation, the Costs of any proceedings in relation to this legal mortgage or the Secured Liabilities), together with any payments for late payment until full discharge (whether before or after judgment, liquidation, winding-up or administration of the Customer) at the rate and in the manner specified in the relevant Facility Document. In the case of any Costs, any such payments for late payment shall accrue and be payable as from the date on which the relevant Costs arose, without the need for any demand for payment being made.

### 15.2 **Indemnity**

IBB, any Receiver and any Delegate, and their respective employees and agents, shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

- (a) the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this legal mortgage; or

- (b) any matter or thing done, or omitted to be done, in relation to the Charged Property under those powers; or
- (c) any default or delay by the Customer in performing any of its obligations under this legal mortgage.

## 16. **POWER OF ATTORNEY**

### 16.1 **Appointment of attorneys**

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

- (a) the Customer is required to execute and do under this legal mortgage; and
- (b) any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this legal mortgage or by law on IBB, any Receiver or any Delegate.

### 16.2 **Ratification of acts of attorneys**

The Customer ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in clause 16.1.

## 17. **ASSIGNMENT AND TRANSFER**

- 17.1 At any time, without the consent of the Customer, IBB may assign or transfer the whole or any part of IBB's rights and/or obligations under this legal mortgage to any person. IBB may disclose such information about the Customer, the Charged Property and this legal mortgage as IBB considers appropriate to any actual or proposed assignee or transferee.
- 17.2 The Customer may not assign any of its rights, or transfer any of its obligations, under this legal mortgage or enter into any transaction which would result in any of those rights or obligations passing to another person.
- 17.3 For the avoidance of doubt it is acknowledged that IBB is entitled to assign all of any of its respective rights and/or transfer or otherwise dispose of or grant interests or participations in all or any of its rights benefits or obligations under any of the Facility Documents (as appropriate) or pursuant to the trusts of the security hereby created or any other rights to any other person or persons in any manner as it respectively thinks fit. The Customer undertakes to execute all such documents as IBB may reasonably require to give effect to any such assignment, transfer, disposal, grant of interests or participation or to any assignment of the rights under any Facility Document and the Master Murabaha Agreement.
- 17.4 All references to IBB shall include its assigns or other successors for the time being.
- 17.5 Without acknowledging that IBB is under any obligations of confidentiality in relation to any such matters, IBB is hereby authorised for the purposes of this legal mortgage, any other Security Document, any Facility Document and for any other purposes to disclose to IBB or to any person to whom it is proposing to or has assigned, transferred, disposed of or granted interests or participations in its rights benefits or obligations under any such document any information about the Customer, the legal mortgage any other Security Document, any Facility Document or any other matter (including without limitation providing copies of documentation) provided that such persons agree to keep such information or documents confidential and to return such information and/or documents at the request of IBB at any time.

**18. FURTHER PROVISIONS**

**18.1 Independent security**

This legal mortgage shall be in addition to, and independent of, every other security or guarantee which IBB may hold for any of the Secured Liabilities at any time. No prior security held by IBB over the whole or any part of the Charged Property shall merge in the security created by this legal mortgage.

**18.2 Continuing security**

This legal mortgage 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 IBB discharges this legal mortgage in writing.

**18.3 Discharge conditional**

Any release, discharge or settlement between the Customer and IBB shall be deemed conditional on no payment or security received by IBB 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) IBB or its nominee may retain this legal mortgage and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as IBB deems necessary to provide IBB with security against any such avoidance, reduction or order for refund; and
- (b) IBB may recover the value or amount of such security or payment from the Customer subsequently as if such release, discharge or settlement had not occurred.

**18.4 Certificates**

A certificate or determination by IBB as to any amount for the time being due to it from the Customer shall (in the absence of any manifest error) be conclusive evidence of the amount due.

**18.5 Rights cumulative**

The rights and powers of IBB conferred by this legal mortgage are cumulative, may be exercised as often as IBB considers appropriate, and are in addition to its rights and powers under the general law.

**18.6 Waivers**

Any waiver or variation of any right by IBB (whether arising under this legal mortgage or under the general law) shall only be effective if it is in writing and signed by IBB and applies only in the circumstances for which it was given, and shall not prevent IBB from subsequently relying on the relevant provision.

**18.7 Further exercise of rights**

No act or course of conduct or negotiation by or on behalf of IBB shall, in any way, preclude IBB from exercising any right or power under this legal mortgage or constitute a suspension or variation of any such right or power.

**18.8 Delay**

No delay or failure to exercise any right or power under this legal mortgage shall operate as a waiver.

**18.9 Single or partial exercise**

No single or partial exercise of any right under this legal mortgage shall prevent any other or further exercise of that or any other right.

**18.10 Consolidation**

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

**18.11 Partial invalidity**

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this legal mortgage under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

**18.12 Counterparts**

This legal mortgage may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

**19. NOTICES**

**19.1 Service**

Each notice or other communication required to be given under or in connection with this legal mortgage shall be in writing, delivered personally or sent by pre-paid first-class letter or fax; and

(a) sent to the Customer at:

Barlby Surgery  
St.Charles Hospital  
Exmoor Street  
London  
W10 6DZ

Fax Number: 01689 800643

E-mail: muneebchoudhry@nhs.net

Attention: Dr Muneeb Choudhry

(b) sent to IBB at:

Edgbaston House  
3 Duchess Place  
Hagley Road  
Birmingham  
B16 8NH

Fax Number 00 44 (0) 121 452 7206;

Attention Credit Administration

or to such other address or fax number as is notified in writing by one party to the other from time to time.



## **19.2 Receipt by Customer**

Any notice or other communication that IBB gives shall be deemed to have been received:

- (a) if sent by fax, when received in legible form;
- (b) if given by hand, at the time of actual delivery; and
- (c) if posted, on the second Business Day after the day it was sent by pre-paid first-class post.

A notice or other communication given as described in clause 19.2(a) or clause 19.2(b) on a day which is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

## **19.3 Receipt by IBB**

Any notice or other communication given to IBB shall be deemed to have been received only on actual receipt.

## **19.4 Proof of service**

In proving service of a notice, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party as set out in clause 19.1 (or as otherwise notified by that party under clause 19.1) and delivered either:

- (a) to that address; or
- (b) into the custody of the postal authorities as a pre-paid recorded delivery first-class letter.

## **19.5 E-mails invalid**

Notice given under this legal mortgage shall not be validly served if sent by e-mail.

## **20. INTEREST**

IBB and the Customer recognise and agree that the principle of the payment of interest is contrary to the Shari'a and accordingly, to the extent that any legal system would (but for the provisions of this clause 20) impose (whether by contract or by statute) any obligation to pay interest, the parties hereto hereby irrevocably and unconditionally expressly waive and reject any entitlement to recover interest from each other.

## **21. GOVERNING LAW AND JURISDICTION**

### **21.1 Governing law**

This legal mortgage 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.

### **21.2 Jurisdiction**

The parties to this legal mortgage irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this legal mortgage or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of IBB to take proceedings against the Customer 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.

**21.3 Other service**

The Customer irrevocably consents to any process in any proceedings under clause 21.2 being served on it in accordance with the provisions of this legal mortgage relating to service of notices. Nothing contained in this legal mortgage shall affect the right to serve process in any other manner permitted by law.

**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 PROPERTY**

The freehold property known as 117a Headley Drive, New Addington, CR0 0QL as the same is registered at the Land Registry with title number SGL573063

## **SCHEDULE 2 POWERS OF IBB**

### **1. POWER TO REMEDY**

1.1 IBB shall be entitled (but shall not be obliged) to remedy a breach at any time by the Customer of any of its obligations contained in this legal mortgage. The Customer irrevocably authorises IBB and its agents to do all such things as are necessary or desirable for that purpose. Any monies expended by IBB in remedying a breach by the Customer of any of its obligations contained in this legal mortgage shall be reimbursed by the Customer to IBB on a full indemnity basis and shall carry an obligation to pay, in addition payment for late payment in accordance with paragraph 10 of schedule 5 to the Master Murabaha Agreement.

1.2 In remedying any breach in accordance with paragraph 1.1 of this Schedule 2, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property (subject to giving reasonable prior notice to the Customer and any occupational tenant) and to take any action as IBB may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

### **2. EXERCISE OF RIGHTS**

The rights of IBB under paragraph 1 of this Schedule 2 are without prejudice to any other rights of IBB under this legal mortgage. The exercise of those rights shall not make IBB liable to account as a mortgagee in possession.

### **3. IBB HAS RECEIVER'S POWERS**

To the extent permitted by law, any right, power or discretion conferred by this legal mortgage on a Receiver may, after the security constituted by this legal mortgage has become enforceable, be exercised by IBB in relation to any of the Charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

### **4. CONVERSION OF CURRENCY**

For the purpose of, or pending, the discharge of any of the Secured Liabilities, IBB may convert any monies received, recovered or realised by IBB under this legal mortgage (including the proceeds of any previous conversion under this paragraph 4) from their existing currencies of denomination into such other currencies of denomination as IBB may think fit. Any such conversion shall be effected by or on behalf of IBB at the then prevailing spot selling rate of exchange for such other currency against the existing currency. Each reference in this paragraph 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.

### **5. NEW ACCOUNTS**

5.1 If IBB receives, or is deemed to have received, notice of any subsequent Encumbrance or other interest, affecting all or part of the Charged Property, IBB may open a new account for the Customer. Without prejudice to IBB's right to combine accounts, no money paid to the credit of the Customer in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.

5.2 If IBB does not open a new account immediately on receipt of the notice or deemed notice referred to in paragraph 5.1 of this Schedule 2, then, unless IBB gives express written notice to the contrary to the Customer, all payments made by the Customer to IBB shall be treated as having been credited to a new account of the Customer 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 IBB.

6. **SET-OFF RIGHTS**

If IBB has more than one account for the Customer in its books, IBB may at any time after:

- (a) the security constituted by this legal mortgage has become enforceable; or
- (b) IBB has received or is deemed to have received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit (but IBB shall notify the Customer of the transfer once made).

7. **INDULGENCE**

IBB may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person that is not party to this legal mortgage (whether or not such person is jointly liable with the Customer) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this legal mortgage or to the liability of the Customer for the Secured Liabilities.

### **SCHEDULE 3 FURTHER POWERS OF A RECEIVER**

A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out below:

1. **POWER TO REPAIR AND DEVELOP THE PROPERTY**

A Receiver may undertake or complete any works of repair, alteration, building or development on the Property and may apply for and maintain any planning permission, development consent, building regulation approval or any other permission, consent or licence to carry out any of the same.

2. **POWER TO GRANT OR ACCEPT SURRENDERS OF LEASES**

A Receiver may grant, or accept surrenders of, any leases or tenancies affecting the Property and may grant any other interest or right over the Property on such terms and subject to such conditions as he thinks fit.

3. **POWER TO EMPLOY PERSONNEL AND ADVISERS**

A Receiver may, for the purposes of this Schedule 3, provide services and employ, or engage, such managers, officers, servants, contractors, workmen, agents, other personnel and professional advisers on such salaries, for such periods and on such other terms as he thinks fit. A Receiver may discharge any such person or any such person appointed by the Customer.

4. **POWER TO MAKE AND REVOKE VAT OPTIONS TO TAX**

A Receiver may exercise or revoke any VAT option to tax as he thinks fit.

5. **POWER TO CHARGE FOR REMUNERATION**

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as IBB may prescribe or agree with him.

6. **POWER TO REALISE CHARGED PROPERTY**

A Receiver may collect and get in the Charged Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and take possession of the Charged Property with like rights.

7. **POWER TO MANAGE OR RECONSTRUCT THE CUSTOMER'S BUSINESS**

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Customer carried out at the Property.

8. **POWER TO DISPOSE OF CHARGED PROPERTY**

A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the Charged Property in respect of which he is appointed for such consideration and, in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit. A Receiver may promote, or concur in promoting, a company to purchase the Charged Property to be disposed of by him.

9. **POWER TO SEVER FIXTURES AND FITTINGS**

A Receiver may sever and sell separately any fixtures or fittings from the Property without the consent of the Customer.

10. **POWER TO GIVE VALID RECEIPTS**

A Receiver may give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising any of the Charged Property.

11. **POWER TO MAKE SETTLEMENTS**

A Receiver may make any arrangement, settlement or compromise between the Customer and any other person as he thinks fit.

12. **POWER TO BRING PROCEEDINGS**

A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Property as he thinks fit.

13. **POWER TO INSURE**

A Receiver may, if he thinks fit, but without prejudice to the indemnity in clause 15.2, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Customer under this legal mortgage.

14. **POWERS UNDER LPA**

A Receiver may exercise all powers provided for in the LPA in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

15. **POWER TO BORROW**

A Receiver may, for any of the purposes authorised by this Schedule 3, raise money by borrowing from IBB (or from any other person) on the security of all or any of the Charged Property in respect of which he is appointed on such terms as he thinks fit (including, if IBB consents, terms under which such security ranks in priority to this legal mortgage).

16. **POWER TO REDEEM PRIOR ENCUMBRANCES**

A Receiver may redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance relates. Any accounts so settled and passed shall be conclusive and binding on the Customer, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.

17. **POWER OF ABSOLUTE OWNER**

A Receiver may do all such acts and things as an absolute owner could do in the ownership and management of the Charged Property or any part of it.

18. **INCIDENTAL POWERS**

A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 3, or which he lawfully may or can do as agent for the Customer.

19. **SCOPE OF POWERS**

Any exercise of any of the powers given by this Schedule 3 may be on behalf of the Customer, the directors of the Customer or himself.

Executed as a deed by **ISLAMIC BANK  
OF BRITAIN PLC** acting by

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**EXECUTED as a Deed by  
A T MEDICS LIMITED  
acting through**

**MUNEER CHOUDHARY** and

**DR FIYAZ LEBG** two directors

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**MUNEER CHOUDHARY**

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