



Registration of a Charge

Company Name: **ELAN HOMES HOLDINGS LTD.**

Company Number: **06732886**



XBYQTT6B

Received for filing in Electronic Format on the: **06/03/2023**

Details of Charge

Date of creation: **03/03/2023**

Charge code: **0673 2886 0027**

Persons entitled: **SHABIR MAJID ALIMAHOMED**

Brief description: **ALL THAT FREEHOLD PROPERTY KNOWN AS LAND ON THE EAST SIDE OF STOURPORT ROAD, BEWDLEY REGISTERED (AS AT THE DATE HEREOF) AT THE LAND REGISTRY WITH TITLE NUMBER WR109650.**

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 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: **IRWIN MITCHELL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6732886

Charge code: 0673 2886 0027

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd March 2023 and created by ELAN HOMES HOLDINGS LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th March 2023 .

Given at Companies House, Cardiff on 7th March 2023

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

3rd March

2023

(1) ELAN HOMES HOLDINGS LTD.

AND

(2) SHABIR MAJID ALIMAHOMED

LEGAL CHARGE
relating to land on the east side of
Stourport Road, Bewdley

WE HEREBY CERTIFY THIS
TO BE A TRUE COPY OF THE
ORIGINAL DOCUMENT

Irwin Mitchell

IRWIN MITCHELL LLP
06/03/2023

CONTENTS

Page No.

1	DEFINITIONS AND INTERPRETATION	1
2	COVENANT TO PAY AND PERFECT SECURITY	4
3	SECURITY	4
4	CHARGOR'S COVENANTS	5
5	CHARGEES COVENANTS	5
6	COVENANTS IN RESPECT OF THE AGREEMENT	5
7	RESTRICTION ON DEALINGS	5
8	REPRESENTATIONS AND WARRANTIES	6
9	RIGHTS OF ENFORCEMENT	6
10	CHARGEES POWERS AND RIGHTS	7
11	RELEASE	7
12	LIABILITY	8
13	LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989	8
14	INDEPENDENT SECURITY	8
15	COSTS AND INDEMNITY	8
16	POWER OF ATTORNEY	9
17	PERPETUITY PERIOD	9
18	GENERAL PROVISIONS	9
	SCHEDULE 1	12
	Description of the Property	12
	SCHEDULE 2	13
	Chargor's Covenants	13
	SCHEDULE 3	15
	Representations and Warranties	15
	SCHEDULE 4	16
	Events of Default	16
	SCHEDULE 5	18
	Chargee's and Receiver's Powers	18

THIS LEGAL CHARGE is made on

3rd March

2023

BETWEEN:

- (1) **ELAN HOMES HOLDINGS LTD.** (company number 06732886) whose registered office is at 2nd floor, Colmore Court, 9 Colmore Row, Birmingham B3 2BJ ("**Chargor**"); and
- (2) **SHABIR MAJID ALIMAHOMED** of Villa K51, The Palm, Jumeirah, Dubai, United Arab Emirates and whose address for service in the UK is at c/o Euro Property Investments Limited, 20 Brickfield Road, Birmingham B25 8HE ("**Chargee**").

BACKGROUND

- A The Chargor is entitled to be registered as proprietor of the Property.
- B Under the Agreement referred to below the Chargor has agreed to pay the Deferred Payment to the Chargee.

IT IS AGREED that:

OPERATIVE PROVISIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions shall apply:

"**Act**" means the Law of Property Act 1925 (as amended);

"**Agreement**" means a sale and purchase agreement relating to the Property dated [] 2023 between (1) the Chargee and (2) the Chargor;

"**Charged Assets**" means all the existing and future assets, property, undertaking and other interests whatever and wherever charged by this Charge including the Property and including any rights of enforcement and references to the Charged Assets shall include all or part of them;

"**Deferred Payment**" means the instalment of the purchase price payable by the Chargor to the Chargee pursuant to clause 3.2.3 of the Agreement;

"**Delegate**" means any person appointed by the Chargee or any Receiver and any person appointed as attorney of the Chargee, Receiver or Delegate;

"**Dispose of**" bears the meaning given to it under Section 205(1) Law of Property Act 1925 and "**disposition**" and "**Disposal**" shall be interpreted accordingly;

"**Event of Default**" means any event specified in Schedule 4;

"**Insurance Policy**" means each contract or policy of insurance effected or maintained by the Chargor from time to time in relation to the Property;

"**Material Adverse Effect**" means a material adverse effect on:

- (a) the ability of the Chargor to perform and observe its obligations under this Charge or the Agreement; and
- (b) the validity or enforceability of, or the effectiveness or ranking of, the Security granted or purported to be granted pursuant to this Charge;

"Permitted Disposition" means any of the following:

- (a) the Disposal dedication or adoption of any part of the Property to or in favour of any statutory undertaking, utility company, local authority or similar body for the provision and adoption of sewers, Service Media or other infrastructure; and/or
- (b) the Disposal dedication or adoption of any part of the Property and/or the grant of rights or easements to the highway or other competent authority for roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works in relation to the adoption of such roads, footpaths, cycleways (together with ancillary areas and rights) or other highway works including any agreement made under Sections 38 or 278 of the Highways Act 1980; and/or
- (c) the Disposal of any part of the Property which is required to comply with the requirements of a Statutory Agreement; and/or
- (d) the Disposal of any part of the Property as common parts, open space, amenity land or similar to the local authority, a management company or similar or the Disposal of land intended for use as an electricity substation, transformer chamber, gas governor, pumping station or similar infrastructures; and/or
- (e) the grant of easements over any part of the Property as part of the development of the Property;

"Planning Acts" means the Town and Country Planning Act 1990 the Planning (Listed Buildings and Conservation Areas) Act 1990 the Planning (Hazardous Substances) Act 1990 the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all orders regulations and instruments relating to the use and/or occupation of the Property;

"Property" means the property described in Schedule 1;

"Receiver" means any one or more receiver or manager or receiver and manager appointed by the Chargee pursuant to this Charge (whether sole, joint and/or several including any substitute);

"Secured Sums" means the Deferred Payment and all interest accruing on it under the terms of the Agreement;

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

"Security Period" means the period commencing on the date of this Charge and ending on the date upon which the Secured Sums have been paid in full;

"Seller's Solicitors" has the meaning given to that term in the Agreement;

"Service Media" includes all drains, pipes, wires, cables, conducting media and apparatus for surface and foul water drainage gas, electricity, water, electronic transmissions and similar services now or in the future constructed on the Property;

"Services" means foul and surface water drainage, water, gas, electricity and telecommunications services;

"Statutory Agreement" means an agreement, obligation or undertaking to be made pursuant to all or any of the following Section 106 Town and Country Planning Act 1990, Section 38 and/or Section 278 Highways Act 1980, Section 104 Water

Industry Act 1991, Section 33 Local Government (miscellaneous Provisions) Act 1982 or pursuant to any other statutory enactment or derivative legislation or as may be required by a local authority, the local highway authority or any service undertaker;

"VAT" means value added tax or any equivalent tax chargeable in the UK or elsewhere; and

"Working Days" means any day when banks in London are open for business other than a Saturday, or Sunday or public holiday in England and other days upon which the clearing banks to the City of London are not open for business.

- 1.2 The clause, paragraph and schedule headings in this Charge are for ease of reference only and are not to be taken into account in the construction or interpretation of any provision to which they refer.
- 1.3 Unless the contrary intention appears reference:
 - 1.3.1 to numbered clauses and schedules are references to the relevant clause in or schedule to this Charge; and
 - 1.3.2 to a numbered paragraph in any schedule are references to the relevant paragraph in that schedule.
- 1.4 Words in this Charge denoting the singular include the plural meaning and vice versa.
- 1.5 Words in this Charge importing one gender include the other genders and may be used interchangeably and words denoting natural persons where the context allows include corporations and vice versa.
- 1.6 Where a party to this Charge comprises more than one individual the obligations and covenants of that party shall be several.
- 1.7 Reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Charge shall be binding on, and enure to the benefit of, the parties to this Charge and their respective personal representatives, successors, permitted assigns and permitted transferees.
- 1.8 A reference to asset or assets includes present and future properties, undertakings, revenues, rights and benefits of every description.
- 1.9 A reference to an authorisation includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution.
- 1.10 A reference to a regulation includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation.
- 1.11 A reference to a statute, statutory provision or statutory instrument is a reference to it as amended, extended or re-enacted from time to time. Reference in this Charge to any statutes, statutory provision or statutory instruments include and refer to any statute, statutory provision or statutory instrument amending, consolidating or replacing them respectively from time to time and for the time being in force and references to a statute or statutory provision include statutory instruments, regulations and other subordinate legislation made pursuant to it.
- 1.12 A reference to this Charge (or any provision of it) or to any other agreement or document referred to in this Charge is a reference to this Charge, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Charge) from time to time.

- 1.13 A reference to an amendment includes a novation, re-enactment, supplement or variation (and amend and amended shall be construed accordingly).
- 1.14 Any obligation of the Chargor to do something shall include an obligation to procure that it is done and any obligation not to do something shall include an obligation not to perform, suffer or allow it to be done.
- 1.15 The term "person" includes individuals, firms, companies, corporations, bodies, organizations, partnerships, unincorporated bodies of persons, governments, states and agencies of a state, associations, trusts, joint ventures and consortiums (in each case whether or not having separate legal personality).
- 1.16 The terms "include", "including" and "in particular" or any similar expression shall be construed as not limiting any general words and expressions in connection with which it is used.

2 COVENANT TO PAY AND PERFECT SECURITY

- 2.1 The Chargor covenants with the Chargee to pay the Secured Sums on the dates, and otherwise, in accordance with the Agreement.
- 2.2 The Chargor covenants (at the cost of the Chargor) with the Chargee promptly to execute and do all such assurances and things as the Chargee or any Receiver may require for creating, perfecting or protecting the security constituted by or intended to be created by this Charge or the rights granted or intended to be granted by it facilitating the realisation of the Charged Assets and for facilitating the exercise of all rights, powers, authorities and discretions conferred by this Charge upon the Chargee or any Receiver including, without limitation (if the Chargee or Receiver 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 Charged Assets (whether to the Chargee or to its nominee) and the giving of any notice, order or direction and the making of any registration.

3 SECURITY

- 3.1 As continuing security for the payment and discharge of the Secured Sums the Chargor with full title guarantee charges to the Chargee by way of first legal mortgage
- 3.1.1 the Property together with the rights referred to and contained in the Agreement;
- 3.1.2 all buildings and fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Property at any time; and
- 3.1.3 the benefit of any covenants for title given, or entered into, by any predecessor in title of the Chargor in respect of the Property.

And by way of a first fixed charge:

- 3.1.4 all its rights in each Insurance Policy, including all claims, the proceeds of all claims and all returns of premiums in connection with each Insurance Policy;
- 3.1.5 the benefit of all other contracts, guarantees, appointments and warranties relating to the Charged Assets and other documents to which the Chargor is a party or which are in its favour or of which it has the benefit relating to any letting, development, sale, purchase, use or the operation of the Charged Assets or otherwise relating to the Charged Assets (including, in each case, but without limitation, the right to demand and receive all monies whatever 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 whatever accruing to or for its benefit arising from any of them); and

- 3.1.6 all licences, consents and authorisations (statutory or otherwise) held or required in connection with its business carried on at the Property or the use of any Charged Asset, and all rights in connection with them,

provided that this Legal Charge shall not preclude the Chargor from entering into any Permitted Disposition and it is acknowledged and agreed that subject as referred to in this clause such works, easements, rights, transfers and demises and the terms of any such Statutory Agreement and the performance of it shall be permitted by this Legal Charge.

- 3.2 None of the provisions of this clause 3 shall be deemed to impose on the Chargee or imply on its part any obligation or other liability in relation to the Charged Assets.
- 3.3 Section 103 of the Act shall not apply to this Charge or the security constituted by this Charge.

4 CHARGOR'S COVENANTS

The Chargor covenants with the Chargee in the manner set out in Schedule 2.

5 CHARGEES COVENANTS

The Chargee hereby consents to any Permitted Disposition provided that:

- 5.1 the Chargor indemnifies the Chargee against all reasonable expenses and liabilities incurred by the Chargee arising out of any Statutory Agreement and reimburses the Chargee in respect of any reasonable and proper legal and other costs arising from the Chargee being required to consent to any Permitted Disposition, or to enter into any Statutory Agreement;
- 5.2 the Chargee is not liable to perform any covenants contained in the Statutory Agreement to the extent they relate to the Property unless and until it takes possession of the Property, and the Chargee shall, if requested to do so by the Chargor, enter into such Statutory Agreements as comply with the requirements of this clause 5 within 20 Working Days of written request to do so by the Chargor.

6 COVENANTS IN RESPECT OF THE AGREEMENT

The Chargor and the Chargee each covenant with the other to observe and perform their respective obligations in the Agreement in accordance with the terms of the Agreement, including in relation to the Secured Sums.

7 RESTRICTION ON DEALINGS

- 7.1 Other than by way of a Permitted Disposition, the Chargor may not and covenants that it will not at any time without the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed):
- 7.1.1 create or attempt to create or purport to create or suffer or permit to subsist any Security over or in relation to the Property (to the extent it is then subject to the Security created by this Charge) during the Security Period;
- 7.1.2 contract in relation to, sell, assign, transfer, create or grant any legal or equitable estate or interest in, create or allow to exist any trust in respect of the

Charged Assets and notwithstanding Section 99 of the Act not to grant any lease, tenancy or licence or part with possession and occupation or in any other way dispose of the Charged Assets (or purport to or agree to do any of the foregoing) while the same remains subject to charge created by this Charge save in accordance with the terms of the Agreement and this Charge;

7.1.3 otherwise deal with or dispose of all or any part of or any interest in the Property or the Charged Assets or contract or purport to do the same or suffer to arise any set-off or other third party right or rights in respect of all or any part of them.

7.2 The parties to this Charge hereby apply to the Chief Land Registrar for a restriction in Standard Form P to be registered against the title to the Property at the Land Registry to the effect that:

"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 3 March 2023 in favour of Shabir Majid Alimahomed referred to in the charges register."

7.3 The Chargor shall indemnify the Chargee against all reasonable and proper legal and other costs incurred by the Chargee in providing consent to any dealings contemplated by this clause.

8 REPRESENTATIONS AND WARRANTIES

The Chargor makes the representations and gives the warranties set out in Schedule 3 to the Chargee on the date of this Charge and on each day of the Security Period with reference to the facts and circumstances existing at the time.

9 RIGHTS OF ENFORCEMENT

9.1 The whole of the Secured Sums shall become due (including within the meaning of Section 101 of the Act) immediately following demand after the occurrence of an Event of Default and in addition to all other protection afforded by statute every purchaser (as defined by Section 205 of the Act) or other party dealing with the Chargee or the Receiver shall be entitled to assume that the power of sale and other powers conferred by Section 101 of the Act (as varied or extended by this Charge) arose on and are exercisable at any time after the execution of this Charge.

9.2 No purchaser, mortgagee or other person dealing with the Chargee, any Receiver or Delegate shall be concerned to enquire:

9.2.1 whether any of the Secured Sums have become due or payable, or remain unpaid or undischarged;

9.2.2 whether any power the Chargee, a Receiver or Delegate is purporting to exercise has become exercisable or is properly exercisable; or

9.2.3 how any money paid to the Chargee, any Receiver or any Delegate is to be applied.

9.3 The receipt of the Chargee or any Receiver or Delegate shall be a conclusive discharge to a purchaser.

9.4 The enforcement powers of the Chargee (in addition to the powers from time to time conferred by the Act or any other statute or otherwise under the law in force from time to time) shall be immediately exercisable upon and following demand after the

occurrence of an Event of Default and shall be as follows in each case without becoming liable as mortgagee in possession:

- 9.4.1 for the Chargee itself to exercise all or any of the powers and rights specified in this Charge (including but not limited to the powers and rights specified in Schedule 5) and in addition all statutory and other powers and rights as the Chargee shall, acting reasonably, think fit, after it has taken possession of any Charged Asset;
- 9.4.2 to appoint a Receiver or any number of Receivers (by way of deed or otherwise in writing) of the Charged Assets (and to remove and substitute any such Receiver as and when the Chargee shall think fit) with all the powers and rights in law or specified in this Charge (including but not limited to the powers and rights specified in Schedule 5) which the receiver may exercise either in its own name or in the name of the Chargor or the directors of the Chargor after it has taken possession of any Charged Asset;
- 9.4.3 so far as the law allows the Receiver shall be the agent of the Chargor who shall be liable for his acts, defaults, and remuneration but the Chargee shall be entitled to agree such reasonable fees and expenses of and the mode of payment to the Receiver and the remuneration of the Receiver. The agency of each Receiver shall continue until the Chargor goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Chargor;
- 9.4.4 the powers conferred on mortgagees or receivers by the Act shall apply to any Receiver appointed under this Charge as if such powers were incorporated in this Charge except in so far as they are expressly or impliedly excluded and where there is any ambiguity of conflict between the powers contained in the Act and those contained in this Charge the terms of this Charge shall prevail.
- 9.5 The Chargee or 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 Charge including the power of attorney granted under this Charge. The Chargee and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it thinks fit.
- 9.6 All monies received by the Chargee, a Receiver or a Delegate shall be applied in the order determined by the Chargee. Neither the Chargee, any Receiver 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 in any particular order between any of the Secured Sums.

10 CHARGEES POWERS AND RIGHTS

- 10.1 At any time after this security has become enforceable the Chargee shall have all statutory and other powers and rights and in addition (and not substitution) the powers and rights specified in clause 9 and Schedule 5 and may exercise all rights and powers in the name of the Chargor and at the times and in such manner and on such terms as the person exercising them shall in its sole absolute discretion consider appropriate.
- 10.2 The Chargee and each Receiver is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers.

11 RELEASE

- 11.1 The Chargee shall, at the request and expense of the Chargor, duly discharge from the security constituted by this Charge any part of the Property subject to a Permitted Disposition and shall within 10 Working Days of such request provide all such properly executed release documentation (including, for the avoidance of doubt, a Land Registry

Form DS3 and/or letter of consent) as may reasonably be required by the Chargor to give effect to the provisions of this clause.

- 11.2 On the expiry of the Security Period and following payment of all of the Secured Sums by the Chargor, the Chargee shall, at the request of the Chargor but at its own expense, take whatever action is necessary to release the Property from the security constituted by this Charge and shall within 10 Working Days of such request provide all such properly executed release documentation (including, for the avoidance of doubt, Land Registry Form DS1) as may reasonably be required by the Chargor to give effect to the provisions of this clause.

12 LIABILITY

- 12.1 The Chargor's liability under this Charge in respect of any of the Secured Sums shall not be discharged, prejudiced or affected by:
- 12.1.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Chargee that is, or becomes, wholly or partially illegal, void or unenforceable on any ground;
 - 12.1.2 the Chargee renewing, determining, varying or increasing any 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
 - 12.1.3 any other act or omission that, but for this clause, might have discharged, or otherwise prejudiced or affected, the liability of the Chargor.
- 12.2 The Chargor waives any right it may have to require the Chargee to enforce any guarantee, security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Charge.

13 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 the Agreement are incorporated into this deed.

14 INDEPENDENT SECURITY

The security constituted by this Charge shall be in addition to, and independent of, any other security or guarantee that the Chargee may hold for any of the Secured Sums at any time.

15 COSTS AND INDEMNITY

The Chargor shall, within 10 Working Days of demand, pay to, or reimburse, the Chargee and any Receiver, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, printing and out-of-pocket expenses) reasonably and properly incurred by the Chargee, any Receiver or any Delegate following the giving of notice after occurrence of an Event of Default in connection with:

- 15.1 this Charge or the Charged Assets;
 - 15.2 taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Chargee's, a Receiver's or a Delegate's rights under this deed; and
 - 15.3 taking proceedings for, or recovering, any of the Secured Sums,
- together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge,

expense, tax or liability arose until full discharge of that cost, charge, expense, tax or liability (whether before or after judgment, liquidation, winding-up or administration of the Chargor) at the rate and in the manner specified in the Agreement.

16 POWER OF ATTORNEY

- 16.1 By way of security, the Chargor irrevocably appoints the Chargee, every Receiver and every Delegate separately to be the attorney of the 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 the Chargor is required to execute and do under this Charge.
- 16.2 The Chargor ratifies and confirms, and agrees to ratify and confirm, anything that any of its attorneys may do in the exercise or purported exercise of all or any of the rights, powers, authorities and discretions referred to in this clause.

17 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).

18 APPLICATION OF MONIES

- 18.1 All monies received or recovered by the Chargee or any Receiver pursuant to this Charge or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and by way of variation of the provisions of the 1925 Act) be applied in the following order:
- 18.1.1 in the payment of the costs, charges and expenses incurred and payments made by the Receiver, the payment of his remuneration and the discharge of any liabilities reasonably and properly incurred by the Receiver in, or incidental to, the exercise of any of his powers;
- 18.1.2 (notwithstanding any purported appropriation by the Chargor) in or towards discharging the Secured Sums; and
- 18.1.3 in payment of any surplus to the Chargor or other person entitled to it.

19 GENERAL PROVISIONS

- 19.1 Neither the whole or any part of the Secured Sums and/or this Charge shall be modified, released, waived or otherwise affected in any way by any grant of time, indulgence, modification, release, variation or waiver granted or allowed to or agreed with the Chargor or any other person or otherwise.
- 19.2 A waiver of any right or remedy under this Charge or by law by the Chargee, or any consent given under this Charge by the Chargee, is only effective if given in writing 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 Chargee from subsequently relying on the relevant provision.
- 19.3 A failure or delay by the Chargee to exercise any right or remedy provided under this Charge 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 Charge. No single or partial exercise of any right or remedy provided under this Charge or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Charge by the Chargee shall be effective unless it is in writing.

- 19.4 The rights and remedies provided under this Charge to the Chargee are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.
- 19.5 If any provision (or part of a provision) of this Charge 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 Charge.
- 19.6 The restriction on the right of consolidation contained in Section 93 of the Act shall not apply to this Charge.
- 19.7 Any written certificate or determination given by the Chargee pursuant or relating to this Charge shall be conclusive and binding as to the relevant items save in the case of manifest error or omission.
- 19.8 The unenforceability for whatever reason of any provision of this Charge shall in no way affect the enforceability of each and every other provision.
- 19.9 This security shall not be considered as satisfied or discharged by any intermediate payment, repayment or discharge of any part only of the Secured Sums and shall constitute and be a continuing security for the Chargee notwithstanding any settlement of account or other matter or thing and shall be in addition to and shall not operate so as in any way to limit or affect any other security which the Chargee may hold now or at any time hold for or in respect of the Secured Sums.
- 19.10 Any notice or other communication to be given or served under or in connection with this Charge shall be validly served if in writing and delivered by hand or by pre-paid first-class post or other next working day delivery service to:
- 19.10.1 the Chargor at:
- 19.10.1.1 2nd floor, Colmore Court, 9 Colmore Row, Birmingham B3 2BJ;
and
- or to such other address or marked for the attention of such other person as was last notified in writing by the Chargor to the Chargee.
- 19.10.2 the Chargee at:
- 19.10.2.1 c/o Euro Property Investments Limited, 20 Brickfield Road,
Birmingham B25 8HE;
- or to such other address or marked for the attention of such other person as was last notified in writing by the Chargee to the Chargor,
- or to any other address as is notified in writing by one party to the other from time to time.
- 19.11 A notice or other communication given under or in connection with this Charge is not valid if sent by fax or email or other electronic means. A reference to writing or written does not include fax or email.
- 19.12 No amendment of this Charge shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).
- 19.13 Except as expressly provided elsewhere in this Charge, a person who is not a party to this Charge 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 Charge. This does not affect any right or remedy of a third party which exists, or is available, apart from the Contracts (Rights of Third Parties) Act 1999. The rights of the parties to agree any amendment or waiver under this Charge are not subject to the consent of any other person.

- 19.14 This Charge 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.
- 19.15 This Charge and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.
- 19.16 At any time, without the consent of the Chargor, the Chargee may assign or transfer any or all of its rights and obligations under this deed. The Chargee may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargor, the Charged Assets and this deed that the Chargee considers appropriate.
- 19.17 The Chargor may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

DELIVERED AS A DEED on the date of this document

SCHEDULE 1

Description of the Property

All that freehold property known as land on the east side of Stourport Road, Bewdley registered (as at the date hereof) at the Land Registry with title number WR109650.

SCHEDULE 2

Chargor's Covenants

- 1 Not do or cause or permit to be done anything that may in any way depreciate, jeopardise or otherwise prejudice the Security created by this Charge or materially diminish the value of the Property or any of the Charged Assets.
- 2 On reasonable written notice to give to the Chargee or the Chargee's solicitors such information as it or they shall reasonably require relating to the Charged Assets.
- 3 That no sale, assignment, transfer, parting with possession, lease, licence or other disposal of whatever nature or realisation of the whole or any part of or any interest in any Charged Asset nor purporting to do so nor any agreement to effect nor purport to effect all or any of them shall be entered into otherwise than as permitted in accordance with the terms of this Charge.
- 4 Promptly to advise the Chargee in writing on becoming aware of any representation or warranty set out in this Charge being materially incorrect or misleading when made or repeated, any breach of any covenant set out in this Charge and the occurrence of any Event of Default or any act, condition, circumstance or event which with the giving of notice and/or the lapse of time and/or the making of any determination and/or any combination of any of the foregoing and/or the fulfilment of any other requirements could become a breach of representation or warranty, a breach of covenant or an Event of Default.
- 5 To notify the Chargee immediately if the Chargor becomes aware that any person proposes to present a petition for an order of court or take any other step for the appointment of an administrator or liquidator.
- 6 Upon request by the Chargee to ensure that the Chargee, any Receiver and any officers, employees or other persons appointed or authorised by the Chargee or any Receiver have full access at all reasonable times and upon reasonable prior notice to all or any part of the Property and the Charged Assets as requested save to those parts of the Property where there has been a Permitted Disposition.
- 7 Not to amalgamate or merge or enter into any partnership or joint venture arrangement in respect of the Charged Assets with any person except with the Chargee's consent.
- 8 Upon becoming aware that it is threatened, pending or commenced (whichever the earlier) to promptly give the Chargee notice in writing of any litigation, arbitration or administrative proceedings before or of any court, arbitration, tribunal or government authority or any dispute affecting the Chargor or any of its assets, rights or revenues which if determined against it might reasonably be expected to have a Material Adverse Effect.
- 9 Except with the Chargee's prior written consent (such consent not to be unreasonably withheld or delayed) (or as otherwise expressly permitted by the terms of the Agreement) to ensure that neither the Chargor nor any other person will (save as a result of a Permitted Disposition):
 - 9.1 make or permit the making of any alteration (whether structural or otherwise) to the Property or the Charged Assets save as contemplated by the planning permission for the development of the Property;
 - 9.2 pull down or remove the whole or any part of any building forming part of the Property nor permit the same to occur; or
 - 9.3 sever or remove or permit to be severed or removed any fixtures or fittings (except to make any necessary repairs or renew or replace the same in accordance with this Charge).

10 The Chargor shall insure and keep insured the Charged Assets against:

10.1 loss or damage by fire or terrorist acts, including any third-party liability arising from such acts;

10.2 other risks, perils and contingencies that would be insured against by reasonably prudent persons carrying on the same class of business as the Chargor; and

10.3 any other risk, perils and contingencies as the Chargee may reasonably require.

Any such insurance must be with an insurance company or underwriters, and on such terms, as are reasonably acceptable to the Chargee and must include property owners' public liability and third party liability insurance. The Chargor shall, if requested by the Chargee, produce to the Chargee each policy, certificate or cover note relating to any insurance required by paragraph 10. The Chargor shall, if requested by the Chargee, procure that a note of the Chargee's interest is endorsed on each Insurance Policy (other than public liability and third party liability insurances) effected or maintained by it or any person on its behalf in accordance with paragraph 10.

11 The Chargor shall promptly pay all premiums in respect of each Insurance Policy and shall not do or omit to do, or permit to be done or omitted, any act or thing that would or might invalidate any Insurance Policy or result in any Insurance Policy becoming void or voidable or otherwise prejudice any Insurance Policy or result in any claim being or becoming the subject of averaging or would or might cause the premium or premiums payable for any Insurance Policy to increase above usual commercial rates available in the English insurance market.

12 The Chargor shall not, without the Lender's prior written consent, use or permit the Charged Assets to be used in any way contrary to law.

13 The Chargor shall:

13.1 comply with the requirements of any law or regulation relating to or affecting the Charged Assets or the use of them or any part of them;

13.2 obtain, and promptly renew from time to time, and comply with the terms of all authorisations that are required in connection with the Charged Assets or their use or that are necessary to preserve, maintain or renew any Charged Asset; and

promptly effect any maintenance, modifications, alterations or repairs that are required by any law or regulation to be effected on or in connection with the Charged Assets

SCHEDULE 3

Representations and Warranties

1. No law, regulation, order or direction binding on it or any Charged Asset and no term of any other contract, Insurance Policy, mortgage, instrument or other undertaking or other obligation will be violated or breached by it accepting and giving full effect to all of the provisions of this Charge and/or the Agreement and no other debt incurred or owed by it or security created by it will become enforceable by virtue of the provisions of this Charge and/or the Agreement and the implementation of all or any of them.
2. No litigation, arbitration or administrative proceeding before or of any court, arbitration, tribunal or government authority or any dispute affecting the Chargor or any of its assets, rights or revenues is current or to the best of its knowledge threatened against it or any of the Charged Assets such as would have a Material Adverse Effect.
3. The Chargor is the sole legal and beneficial owner of the Charged Assets and has good and marketable title to the Property.
4. The Charged Assets are (other than the Security created by this Charge) free from any Security.
5. There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever that adversely affect the Charged Assets that were not in existence on the date of this Deed.
6. There is no breach of any law or regulation that materially adversely affects the Charged Assets.
7. No facility necessary for the enjoyment and use of the Charged Assets is subject to terms entitling any person to terminate or curtail its use.
8. Nothing has arisen, has been created or is subsisting that would be an overriding interest in the Property on or after the date of this Deed.
9. No Security expressed to be created under this Charge is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise.
10. This Charge constitutes and will constitute the legal, valid, binding and enforceable obligations of the Chargor and is and will continue to be effective security over the Charged Assets in accordance with its terms.

SCHEDULE 4

Events of Default

Each of the matters set out in this Schedule 4 shall constitute an Event of Default:

- 1 The Chargor fails to pay any Secured Sums in full when due, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within three Business Days of its due date.
- 2 The Chargor fails (other than a failure to pay or a failure referred to in paragraph 1 of this Schedule) to comply with any provision of the Agreement or this Charge and such default is not remedied within 14 days of the earlier of:
 - 2.1 the Chargee notifying the Chargor of the default and the remedy required; and
 - 2.2 the Chargor becoming aware of the default.
- 3 Any representation, warranty or statement made, repeated or deemed made by the Chargor in, or pursuant to, the Charge or the Agreement is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made.
- 4 The Chargor suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.
- 5 The Chargor stops or suspends payment of any of its debts.
- 6 The Chargor is unable to, or admits its inability to pay its debts as they fall due.
- 7 The Chargor commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors (excluding the Chargee) with a view to rescheduling any of its indebtedness (because of actual or anticipated financial difficulties).
- 8 A moratorium is declared in respect of any indebtedness of the Chargor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.
- 9 Any action, proceedings, or other procedure or step is taken in relation to:
 - 9.1 the suspension of payments, a moratorium of any indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Chargor; or
 - 9.2 a composition, compromise, assignment or arrangement with any creditor of the Chargor; or
 - 9.3 the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets.
- 10 The value of the Chargor's assets is less than its liabilities (taking into account contingent and prospective liabilities).
- 11 Any event occurs in relation to the Chargor that is analogous to those set out in paragraphs 5 to 10 (inclusive) of this Schedule in any jurisdiction.

12. Paragraph 9.1) shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement or, if earlier, the date on which it is advertised.
13. A distress, attachment, execution, expropriation, sequestration or other analogous legal process is levied, enforced or sued out on, or against, the Chargor's assets having an aggregate value of £5,000 (or its equivalent in other currencies) and is not discharged within 21 days.
14. Any Security on or over the assets of the Chargor becomes enforceable.
15. All or any part of the Charge or the Agreement becomes invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect.
16. The Chargor repudiates or evidences an intention to repudiate the Agreement or the Charge or any of them.

SCHEDULE 5

Chargee's and Receiver's Powers

- 1 To manage and conduct the business of the Chargor in respect of the Charged Assets in all respects as if it was and remained throughout its absolute and beneficial owner and for, such purpose to enter upon and take possession, hold, get in, collect or otherwise assume control in respect of all or any of the Charged Assets.
- 2 To enter upon and take possession of the Charged Assets and undertake any works of demolition, building, reconstruction, improvement, repair or decoration on it including the commencement, carrying out and completion of any alteration, building or development utilizing for any such purpose any chattels, plant, machinery and materials then on or in the Charged Assets or otherwise attributable to any such works or which the Chargor is otherwise entitled to use and any plans, drawings and specifications of the Chargor or otherwise.
- 3 To pay any rent or other outgoings and payments charged on or otherwise relating to the Charged Assets or their ownership, occupation or use.
- 4 To sell, assign, convert into money or otherwise realize, dispose of and deal with and transfer title to the Charged Assets (including the Property) and realise assets by surrender of a leasehold estate upon such terms including the amount and nature of the consideration and in such manner as the Chargee shall think fit and on terms which bind any subsequent mortgagee.
- 5 To sever or remove or permit to be severed or removed and sell separately any fixtures or fittings.
- 6 To promote, or concur in promoting, a company to purchase the Charged Assets to be disposed of.
- 7 To grant or create any lease, tenancy or licence or enter into an agreement to do so or any other agreement or contract relating to the disposal of or other dealing with the Charged Assets (including the Property) at any and generally on such terms as it shall agree and to accept the surrender of any lease, tenancy, licence or other such agreement or contract upon such terms as it shall think fit and on terms which bind any subsequent mortgagee.
- 8 To compromise any claim or claims of, against, arising out of or otherwise relating to and Charged Asset.
- 9 To effect insurances and obtain and/or enter into bonds, covenants, commitments, engagements, guarantees and indemnities or other like matters in any way relating to the Charged Assets from time to time and to make all requisite payments to effect, maintain or satisfy them.
- 10 To give receipts and releases for any sums received and execute all assurances and things that may be proper or desirable for realising any of the Charged Assets.
- 11 To obtain and maintain all necessary planning permissions, development consents, building regulation approvals and other permissions, consents or licences as may reasonably be required for any development or use of the Charged Assets.
- 12 To cancel or otherwise determine any agreements or contracts in any way relating to the Charged Assets.
- 13 To commence, carry out and complete any acts and matters, make demands, commence, prosecute, enforce and abandon all actions, suits and proceedings, defend all actions, suits and proceedings, execute such contracts, deeds or other documents and otherwise deal for the preservation, improvement, enforcement or realization of all or any of the security created by this Charge in all respects as if it were and remained at all times the sole and absolute beneficial owner of the Charged Assets.

- 14 To provide services and employ or engage any professional advisers including: solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, workmen, stockbrokers and others and purchase or otherwise acquire any property, materials and other matters.
- 15 To make, exercise or revoke any VAT option to tax that it thinks fit.
- 16 To, in the case of a Receiver, charge and receive any sum by way of remuneration (in addition to all costs, charges and expenses incurred by the Receiver) that the Chargee may prescribe or agree with the Receiver.
- 17 To make any arrangement, settlement or compromise that it may think expedient.
- 18 To, if it thinks fit, but without prejudice to the indemnities in this Charge, 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 Chargor under this Charge.
- 19 To exercise all powers, authorisations and rights it would be capable of exercising, and do all those acts and things, as an absolute beneficial owner could exercise or do in the ownership and management of the Charged Assets.
- 20 To exercise all powers provided for in the Act in the same way as if it had been duly appointed under the Act and exercise all powers provided for an administrative receiver in Schedule 1 to the Insolvency Act 1986.
- 21 To do any other acts and things that it may consider desirable or necessary for realising any of the Charged Assets, may consider incidental or conducive to any of the rights or powers conferred on it under or by virtue of this Charge or by law or lawfully may or can do as agent for the Chargee.
- 22 To delegate its powers.

IN WITNESS whereof the parties have executed this Charge as a deed and delivered it upon its being dated

SIGNED as a DEED by)
ELAN HOMES HOLDINGS LTD.)
acting by)
two Directors:)

Director

JOHN KENDRICK

Director

P. HALLIDAY

SIGNED as a DEED by)
SHABIR MAJID ALIMAHOMED)
in the presence of:)

Witness Signature

Witness Name

Witness Address

Witness Occupation

Witness Occupation

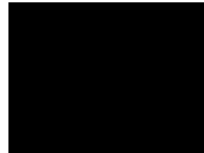
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SIGNED as a DEED by)
ELAN HOMES HOLDINGS LTD.)
acting by)
two Directors:)

.....
Director

.....
Director

SIGNED as a DEED by)
SHABIR MAJID ALIMAHOMED)
in the presence of:)



.....
Witness Signature

.....
Witness Name NIMESHA GAMAGE

.....
Witness Address



.....
Witness Occupation PA TO SHAREHOLDER

.....
Witness Occupation