



Registration of a Charge

Company name: **INSPIRED PROPERTY INVESTMENT LIMITED**

Company number: **10876643**



X9W2UDGB

Received for Electronic Filing: **13/01/2021**

Details of Charge

Date of creation: **08/01/2021**

Charge code: **1087 6643 0004**

Persons entitled: **BLOCKVALE LIMITED**

Brief description: **ALL THE FREEHOLD LAND AND PROPERTY BEING LAND LYING TO THE NORTH WEST OF 28 ST PETERS ROAD UXBRIDGE UB8 3RZ REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER AGL475254**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LEAH BESSER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 10876643

Charge code: 1087 6643 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th January 2021 and created by INSPIRED PROPERTY INVESTMENT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th January 2021 .

Given at Companies House, Cardiff on 14th January 2021

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

8th January

2020

INSPIRED PROPERTY INVESTMENT LIMITED

as Chargor

and

BLOCKVALE LIMITED

as Lender

Legal Charge

relating to

land lying to the north west of 28 St Peters Road Uxbridge UB8 3RZ

We hereby certify this to be
a true copy of the original
Sunder Nalwa
Sander Robinson, Solicitors
Triumph House
Station Approach
Sanderstead Road
South Croydon
Surrey CR2 0PL

Tejinder Singh Chaur
8/1/21
Sunder

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Charge

Dated

8th January 2021

Between

- (1) **INSPIRED PROPERTY INVESTMENT LIMITED** (registered in England with company registration number 10876643) whose registered office is at 21 Wallasey Crescent Ickenham Uxbridge England UB10 8SA as chargor (the **Chargor**) and
- (2) **BLOCKVALE LIMITED** (company registration number 09373656) whose registered office is at 68 Grafton Way London W1T 5DS as lender (the **Lender**)

1. Definitions and interpretation

- 1.1. Terms defined in the Loan Agreement shall unless otherwise defined in this Charge or unless a contrary intention appears bear the same meaning when used in this Charge and the following terms shall have the following meanings:

Borrower means **Landmark Developers London Ltd** (registered in England with company registration number 12443980) whose registered office is at Heasleigh House 79a South Road Southall Middlesex United Kingdom UB1 1SQ

Environment means the natural and man-made environment including all or any of the following media namely air water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media

Environmental Law means all applicable laws statutes regulations secondary legislation bye-laws common law directives treaties and other measures judgments and decisions of any court or tribunal codes of practice and guidance notes in so far as they relate to or apply to the Environment

Environmental Licence means any authorisation permit or licence necessary under Environmental Law in respect of the Property

Loan Agreement means the loan agreement dated 8th January 2021 and made between (amongst others) (1) the Borrower (2) the Chargor and (3) the Lender

- 1.2. The rules of interpretation set out in clause 2 of the Loan Agreement shall apply to this Charge as if they were set out in this Charge

2. Covenant to pay

- 2.1. The Chargor covenants with the Lender that they will on demand pay and discharge all monies and liabilities now or at any time in the future due owing or incurred by the Borrower or the Chargor to the Lender on any account whether actual or contingent and whether as principal or surety together with all interest charges costs and expenses when they become due

- 2.2. The Chargor shall pay interest (as well after as before any judgment) at the Default Interest Rate (as such term is defined in the Loan Agreement). Interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Lender but without prejudice to the rights of the Lender to require payment of such interest

3. Charge

- 3.1. The Chargor charges to the Lender with full title guarantee and as a continuing security for the payment and discharge of the monies and liabilities referred to in Clause 2.1:

- 3.1.1. by way of legal mortgage the property specified in Schedule 1 (the **Property**)
- 3.1.2. by way of fixed charge all plant machinery implements utensils furniture and equipment now or from time to time at the Property and
- 3.1.3. by way of fixed charge the goodwill of any business carried on by the Chargor at the Property

- 3.2. The term **Property** shall if applicable also include the assets referred to in Clauses 3.1.2 and 3.1.3

4. Restriction

- 4.1. The Chargor shall not at any time without the prior written consent of the Lender:
- 4.1.1. create or permit to subsist or arise any mortgage charge debenture or other encumbrance or any right or option over the Property or any part thereof (other than the Permitted Security) or
- 4.1.2. sell convey assign lease or transfer the Property or any interest therein or any part of it or otherwise part with or dispose of the Property or any part of it or assign or otherwise dispose of any moneys payable to the Chargor in relation to the Property or any part of it or agree to do any of the foregoing or
- 4.1.3. part with permit or share possession or occupation of the Property or any part of it or grant any tenancy or licence to occupy or any other occupational right or interest in respect of the Property or agree to do any of the foregoing

5. Representations and warranties

- 5.1. Times for making representations and warranties

The Chargor makes the representations and warranties set out in this Clause 5 to the Lender on the date of this deed and the representations and warranties are deemed to be repeated on each day that the monies and liabilities secured by this Charge remain outstanding with reference to the facts and circumstances existing at the time of repetition

- 5.2. Status

The Chargor:

5.2.1. is a duly incorporated limited liability company validly existing under the laws of the jurisdiction of its incorporation and

5.2.2. has the power to own its assets and carry on its business as it is being conducted

5.3. Power and authority

5.3.1. The Chargor has the power to enter into deliver and perform and has taken all necessary action to authorise its entry into delivery and performance of this Charge and the transactions contemplated by it

5.3.2. No limit on its powers will be exceeded as a result of its entry into this Charge

5.4. Non-contravention

The entry into and performance by the Chargor of and the transactions contemplated by this Charge do not and will not contravene or conflict with:

5.4.1. any law or regulation or judicial or official order applicable to it

5.4.2. its constitutional documents or

5.4.3. any agreement or instrument binding on it or its assets or constitute a default or termination event (however described) under any such agreement or instrument

5.5. Authorisations

The Chargor has obtained all required authorisations to enable it to enter into exercise its rights and comply with its obligations under this Charge and to make it admissible in evidence in its jurisdiction of incorporation. Any such authorisations are in full force and effect

5.6. Binding obligations

5.6.1. the obligations expressed to be assumed by the Chargor in this Charge are legal valid binding and enforceable obligations and

5.6.2. (without limiting the generality of Clause 5.6.1 above this Charge creates the security interests which it purports to create and those security interests are valid and effective

5.7. No litigation

No litigation arbitration or administrative proceedings or investigations are taking place pending or to the Chargor's knowledge and belief have been threatened against it any of its directors or any of its assets

5.8. Ownership of assets

The Chargor is the sole legal and beneficial owner of and has good valid and marketable title to all of its assets (including (but not limited to) the Property

5.9. No Security

The Property is free from any security other than the security created by this Charge (and the Permitted Security)

5.10. No adverse claims

The Chargor has not received or acknowledged notice of any adverse claim by any person in respect of any of its assets or any interest in them

5.11. No adverse covenants

There are no covenants agreements reservations conditions interests rights or other matters whatsoever that materially and adversely affect the assets of the Chargor

5.12. No breach of laws

There is no breach of any law or regulation that materially and adversely affects the assets of the Chargor

5.13. No interference in enjoyment

No facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use

5.14. No overriding interests

Nothing has arisen has been created or is subsisting that would be an overriding interest in the Property

5.15. Avoidance of security

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

5.16. No prohibitions or breaches

There is no prohibition on assignment in any insurance policy and the entry into this Charge by the Chargor does not and will not constitute a breach of any insurance policy or any other policy agreement document instrument or obligation binding on the Chargor or its assets

5.17. Environmental compliance

The Chargor has at all times complied in all material respects with all applicable Environmental Law and Environmental Licences

5.18. Enforceable security

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 Property in accordance with its terms

6. Covenants by the Chargor

6.1. The Chargor covenants with the Lender at all times during the continuance of this Charge:

6.1.1. to keep the buildings and all plant machinery fixtures and fittings upon the Property in good and substantial repair and condition and to permit the Lender or their representatives free access at all reasonable times to view the state and condition of the Property

6.1.2. to:

(a) keep the Property insured in respect of any public liability and

(b) keep any buildings and all plant machinery fixtures and fittings upon the Property insured

all with such insurer and against such risks as the Lender may require and to the Lender's satisfaction for their full replacement value with the interest of the Lender endorsed on the policy and otherwise in accordance with the terms of the Loan Agreement and the Chargor shall pay all premiums when due and comply fully with the terms of such policy and shall if required produce or deposit with the Lender all such policies and receipts for all premiums and other payments necessary for effecting and maintaining such insurances

6.1.3. (subject only to the terms of the Permitted Security but not further or otherwise) to apply any insurance proceeds in making good the loss or damage to the Property or at the Lender's option in or towards the discharge of the liabilities secured by this Charge and pending such application the Chargor will hold such proceeds in trust for the Lender

6.1.4. to punctually pay all rents taxes duties assessments and other outgoings and observe and perform all restrictive and other covenants under which any of the property subject to this Charge is held and

6.1.5. not without the previous written consent of the Lender to demolish pull down remove or permit or suffer to be demolished pulled down or removed any building installation or structure for the time being upon the Property or any fixtures or erect or make or suffer to be erected or made on the Property any building installation or alteration or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened to any material extent the value of the Property

6.1.6. to observe and perform all covenants and stipulations from time to time affecting the Property or the mode of user or enjoyment of the same and to comply with all laws and regulations relating to or affecting the Property including (but not limited to) all Environmental Laws and to obtain and renew all authorisations required in connection with the Property and not without the prior consent in writing of the

Lender to enter into any onerous or restrictive obligations affecting the Property or make any structural or material alteration thereto or do or suffer to be done on the Property anything which is a "development" as defined in section 55 of the Town and Country Planning Act 1990 nor apply for planning permission or consent under the Planning Acts nor do or suffer or omit to be done any act matter or thing whereby:

- (a) any provision of any Act of Parliament order or regulation or
- (b) any agreement or other instrument to which the Chargor is a party or is subject or by which he or the Property is bound

from time to time in force is or are infringed

- 6.1.7. to enforce any rights and institute continue or defend any proceedings relating to the Property as the Lender may require from time to time
- 6.1.8. promptly on becoming aware of any of the same to notify the Lender in writing of:
 - (a) any representation or warranty set out in this Charge that is incorrect or misleading in any material respect when made or deemed to be repeated and
 - (b) any breach of any covenant set out in this Charge
- 6.1.9. not without the prior written consent of the Lender change the use or uses to which the Property is now put
- 6.1.10. to inform the Lender promptly of any acquisition by the Chargor of or contract made by the Chargor to acquire any freehold leasehold or other interest in any property
- 6.1.11. to promptly on request provide to the Lender such information on the Property (including (but not limited to) information concerning the location condition use and operation of the Property) as the Lender may require
- 6.1.12. to give (immediately after receiving or becoming aware of the same) full particulars of any notice direction order or proposal made given or issued by any local or public authority which is served on or given to the Chargor or of which the Chargor becomes otherwise aware and (if the Lender requires) contest or appeal any such notice direction order or proposal and take all necessary steps without delay to comply with or make objections or representations as to the same
- 6.2. If the Chargor fails to comply with any of the obligations under Clause 6.1 then the Lender may enter upon the Property and repair or insure the Property or take such other steps as it considers appropriate to procure the performance of such obligation or otherwise remedy such failure and shall not thereby be deemed to be a mortgagee in possession and the moneys expended by the Lender shall be reimbursed by the Chargor on demand and until so reimbursed shall carry interest as mentioned in Clause 2.2 from the date of payment to the date of reimbursement

7. Enforcement

Section 103 of the Law of Property Act 1925 (the **LPA**) shall not apply to this Charge and the statutory powers of sale and appointing a receiver under Sections 101 and 109 of the LPA (as varied and extended under this Charge) shall arise on the date of this Charge and shall become immediately exercisable without the restrictions contained in the LPA as to the giving of notice or otherwise at any time after the Lender shall have demanded payment of any of the liabilities secured by this Charge

8. Appointment and powers of receiver

- 8.1. At any time after this Charge has become enforceable or if requested by the Chargor the Lender may appoint by writing any person or persons (whether an officer of the Lender or not) to be a receiver of all or any part of the Property and where more than one receiver is appointed they may be given power to act either jointly or severally
- 8.2. The Lender may from time to time determine the remuneration of the receiver and may remove the receiver and appoint another in his place
- 8.3. The receiver shall (so far as the law permits) be the agent of the Chargor (who shall alone be personally liable for his acts defaults omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the LPA in the same way as if the receiver had been duly appointed thereunder and in particular by way of addition to but without limiting any general powers referred to above (and without prejudice to any of the Lender's powers) the receiver shall have power in the name of the Chargor or otherwise to do the following things namely:
 - 8.3.1. to take possession of collect and get in all or any part of the Property and to generally manage the Property and any business carried on at the Property
 - 8.3.2. to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions building regulation approvals and any other permissions consents or licences in each case as he may in his absolute discretion think fit
 - 8.3.3. to borrow monies from the Lender or others on the security of the Property for the purpose of exercising any of his powers
 - 8.3.4. to purchase or acquire any land and purchase acquire and grant any interest in or right over the land or accept surrenders of leases or tenancies of the Property and to carry any such transactions into effect
 - 8.3.5. to sell transfer assign lease or concur in selling letting or leasing the Property or any part of it on such terms and conditions and for such consideration and payable at such time or times as he may in his absolute discretion think fit including without limitation the power to dispose of any fixtures separately from the Property
 - 8.3.6. to take continue or defend proceedings or make any arrangement or compromise between the Chargor and any persons which he may think expedient

- 8.3.7. to make and effect all repairs and improvements
- 8.3.8. to effect such insurances of or in connection with the Property as he shall in his absolute discretion think fit
- 8.3.9. to purchase materials tools equipment goods or supplies
- 8.3.10. to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine and
- 8.3.11. to do all such other acts and things as may reasonably be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do

provided nevertheless that the receiver shall not be authorised to exercise any of the above powers if and in so far and so long as the Lender shall in writing exclude the same whether in or at the time of his appointment or subsequently

- 8.4. Any monies received by the receiver in the exercise of his powers under this Charge and under general law shall be (so far as the law permits) applied by him firstly in the payment of the costs charges and expenses of and incidental to his appointment and the exercise of all or any of his powers and in payment of his remuneration secondly in or towards satisfaction of the monies and liabilities secured by this Charge and any balance shall be paid to the person or persons lawfully entitled to it

9. Lender's liability

- 9.1. In no circumstances shall the Lender be liable to account to the Chargor as a mortgagee in possession or otherwise for any monies not actually received by the Lender
- 9.2. In no circumstances shall the Lender be liable to the Chargor or any other person for any costs charges losses damages liabilities or expenses arising from or connected with any realisation of the Property or from any act default omission or misconduct of the Lender its officers employees or agents in relation to the Property or in connection with this Charge

10. Protection of third parties

- 10.1. Any purchaser or any other person dealing with the Lender or any receiver shall not be concerned to enquire whether the liabilities secured by this Charge have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Lender or such receiver
- 10.2. All the protections to purchasers contained in Sections 104 and 107 of the LPA shall apply to any person purchasing from or dealing with the Lender or any receiver

11. Powers of leasing

The statutory powers of sale leasing and accepting surrenders exercisable by the Lender are hereby extended so as to authorise the Lender whether in the name of the Lender or in that of the Chargor to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Chargor and 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 the Lender (in its absolute discretion) shall think fit

12. Lender's rights

- 12.1. The power of sale and other powers conferred by section 101 of the Law of Property Act 1925 (as varied or extended by this Charge) shall as between the Lender and a purchaser from the Lender arise on the date of this Charge
- 12.2. At any time after this Charge becomes enforceable all powers of the receiver may be exercised by the Lender whether as attorney of the Chargor or otherwise
- 12.3. The Chargor agrees that at any time after this Charge becomes enforceable the Lender may as agent of the Chargor remove and sell any chattels on the Property and the net proceeds of sale thereof shall be paid to the Lender and the Lender shall have the right to retain or set off such proceeds of sale against any indebtedness of the Chargor to the Lender
- 12.4. The Lender shall on receiving notice that the Chargor has encumbered or disposed of the Property or any part of it or any interest in it be entitled to close any account or accounts of the Chargor and to open a new account or accounts with the Chargor and (without prejudice to any right of the Lender to combine accounts) no money paid into or carried to the credit of any such new account shall be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any such closed account. If the Lender does not open a new account or accounts immediately on receipt of such notice it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by the Chargor to the Lender shall be credited or be treated as having been credited to such new account or accounts and shall not operate to reduce the amount due from the Chargor to the Lender when it received such notice
- 12.5. The Lender may at any time after this Charge has become enforceable and without notice to the Chargor combine or consolidate all or any of the Chargor's then existing accounts with and liabilities to the Lender and set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Chargor to the Lender on any other account or in any other respects. The Lender shall notify the Chargor that such a transfer has been made

13. Further assurance

The Chargor shall promptly on demand and at its own cost execute and do all such assurances acts and things including without limitation execute all transfers

conveyances assignments and assurances of the Property and give all notices orders and directions which the Lender may require for creating perfecting or protecting this Charge or the priority of this Charge or for facilitating the realisation of the Property or the exercise of any of the rights powers authorities or discretion vested in or exercisable by the Lender or any receiver including (without limitation) the execution of any mortgage transfer conveyance assignment or assurance of all or any of the assets forming part of (or intended to form part of) the assets secured by this Charge (whether to the Lender or to its nominee) and the giving of any notice order or direction and the making of any filing or registration which in any such case the Lender may consider necessary or desirable

14. Continuing security

14.1. This Charge shall be a continuing security to the Lender notwithstanding any settlement of account or other matter or thing whatsoever and shall be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Property or to any other property or any other security which the Lender may now or at any time in the future hold in respect of the liabilities secured by this Charge or any of them and shall continue in full force and effect as a continuing security until discharged

14.2. Section 93 of the LPA shall not apply to this Charge

15. Power of attorney

15.1. By way of security the Chargor irrevocably appoints the Lender and the receiver jointly and also severally the attorney and attorneys of the Chargor for the Chargor and in the name and on behalf of the Chargor and as the act and deed of the Chargor or otherwise to sign seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Charge

15.2. The Chargor ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause 15.2 properly does or purports to do in the exercise of all or any of the powers authorities and discretions granted or referred to in this Charge

16. Assignment and transfer

16.1. At any time without the consent of the Chargor the Lender may assign or transfer any or all of its rights and obligations under this Charge

16.2. The Lender may disclose to any actual or proposed assignee or transferee any information in its possession that relates to the Chargor the Property and this Charge that the Lender considers appropriate

16.3. The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Charge

17. Costs

All costs charges and expenses incurred by the Lender in relation to this Charge or the preservation or enforcement or attempted enforcement of the Lender's rights under this Charge shall be reimbursed by the Chargor to the Lender on demand on a full indemnity basis and until so reimbursed shall carry interest as set out in Clause 1.2 from the date of payment to the date of reimbursement

18. Indemnity

The Lender and every receiver attorney or other person appointed by the Lender under this Charge and their respective employees shall be entitled to be indemnified on a full indemnity basis out of the Property in respect of all liabilities and expenses incurred by any of them in or directly or indirectly as a result of the exercise or purported exercise of any of the powers authorities or discretions vested in them under this Charge and against all actions proceedings losses costs claims and demands in respect of any matter or thing done or omitted in any way relating to the Property and the Lender and any such receiver may retain and pay all sums in respect of the same out of the monies received under the powers conferred by this Charge

19. Financial Collateral Regulations

To the extent that the Property constitutes Financial Collateral (as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI2003/3226) (the **Financial Collateral Regulations**)) and this Charge and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement (as defined in the Financial Collateral Regulations) the Lender shall have the right at any time after the security constituted by this Charge has become enforceable to appropriate all or any of that security in or towards the payment and/or discharge of the obligations of the Chargor under this Charge in such order as the Lender in its absolute discretion may from time to time determine. The value of any Property appropriated in accordance with this Clause 19 shall be the price of that Property at the time the right of appropriation is exercised as listed on any recognised market index or determined by such other method as the Lender may select (including independent valuation). The Chargor agrees that the methods of valuation provided for in this Clause 19 are commercially reasonable for the purposes of the Financial Collateral Regulations

20. Independent security

The security constituted by this Charge shall be in addition to and independent of any other security or guarantee that the Lender may hold for any of the monies and liabilities secured by this Charge at any time. No prior security held by the Lender over the whole or any part of the Property shall merge in the security created by this Charge

21. Continuing security

The security constituted by this Charge shall remain in full force and effect as a continuing security for the monies and liabilities secured by this Charge despite any

settlement of account or intermediate payment or other matter or thing unless and until the Lender discharges this deed in writing

22. Discharge conditional

Any release, discharge or settlement between the Chargor and the Lender shall be deemed conditional on no payment or security received by the Lender in respect of the monies and liabilities secured by this Charge being avoided reduced or ordered to be refunded under any law relating to insolvency bankruptcy winding-up administration receivership or otherwise. Despite any such release discharge or settlement:

- 22.1. the Lender or its nominee may retain this Charge and the security created by or under it including all certificates and documents relating to the whole or any part of the Property for any period that the Lender deems necessary to provide the Lender with security against any such avoidance reduction or order for refund and
- 22.2. the Lender may recover the value or amount of such security or payment from the Chargor subsequently as if the release discharge or settlement had not occurred

23. Notices

- 23.1. All notices or other communications to be given under this Charge shall be in writing
- 23.2. Any notice or other communication may be sent by pre-paid first-class post or recorded delivery or guaranteed next day delivery or courier or by hand (or by email as provided for in this Charge) to the recipient at its address specified at the head of this Charge unless it has communicated another address in writing to the other party in which case it must be sent to the last address communicated to the other for this purpose
- 23.3. A notice or communication sent to the Chargor by pre-paid first-class post or recorded delivery or guaranteed next day delivery shall be deemed served on the first (1st) Business Day after posting. A notice or communication delivered by courier or otherwise by hand shall be deemed served at the time it is left at the relevant address. Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt
- 23.4. A notice or communication sent by email shall be deemed to have been received upon transmission (or if given on a day that is not a Business Day or after normal business hours in the place it is received on the next Business Day). Notices or communications sent by email shall be sent to:
 - 23.4.1. Chargor: gillbuilders@outlook.com
 - 23.4.2. Lender: maurice@plazapensionscheme.comor to such other email address as is notified in writing by one party to the other from time to time and such other email address shall for the purposes of this Clause 20 take effect from the date which is two Business Days from the date of such notification in writing

23.5. A notice or communication given under or in connection with this Charge is not valid if sent by fax

23.6. This Clause 20 does not apply to the service of any proceedings or other documents in any legal action or where applicable any arbitration or other method of dispute resolution

24. Miscellaneous

24.1. No delay or omission on the part of the Lender in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy

24.2. The Lender's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Lender deems expedient

24.3. Any waiver by the Lender of any terms of this Charge or any consent or approval given by the Lender under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given

24.4. If at any time any one or more of the provisions of this Charge is or becomes illegal invalid or unenforceable in any respect under any law of any jurisdiction neither the legality validity and enforceability of the remaining provisions of this Charge nor the legality validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result

24.5. 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

24.6. Any certificate or determination of the Lender as to the amount of the liabilities secured by this Charge shall in the absence of manifest error be conclusive and binding on the Chargor

25. Third party rights

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 that Act

26. Law and jurisdiction

26.1. 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 the law of England and Wales

- 26.2. Each party irrevocably agrees that subject as provided below the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Charge or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against the Chargor in any other court of competent jurisdiction nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions whether concurrently or not to the extent permitted by the law of such other jurisdiction

27. Land Registry

The Chargor applies to the Chief Registrar for a restriction in the following terms to be entered on the register of the Chargor's title to the Property:

"No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge dated _____ in favour of Blockvale Limited referred to in the charges register."

This Charge has been executed as a Deed and is Delivered and takes effect on the date stated at the beginning of this Charge

Schedule 1 - The Property

The Legally Mortgaged Property

The freehold land and property being land lying to the north west of 28 St Peters Road
Uxbridge UB8 3RZ registered at the Land Registry with title number AGL475254

Chargor

Executed as a deed by
INSPIRED PROPERTY INVESTMENT LIMITED
acting by a director
in the presence of:

)
) BALWINDER SINGH GILL
) Director
) PRINT NAME:
BALWINDER SINGH GILL

Witness signature..... [Signature]

Name of Witness..... BALWINDER SINGH CHEEMA

Address of Witness.....

Occupation..... SOLICITOR

Sandom Robinson
Solicitors
Triumph House
Station Approach
Sanderstead Road
South Croydon
Surrey CR2 0PL

Lender

Executed as a deed by
BLOCKVALE LIMITED
acting by a director
in the presence of:

)
)
) Director

Witness signature.....

Name of Witness.....

Address of Witness.....

Occupation.....