



Registration of a Charge

Company name: **AFTAB HAROON INVESTMENTS LTD**

Company number: **12149471**



X96QTP2W

Received for Electronic Filing: **08/06/2020**

Details of Charge

Date of creation: **08/06/2020**

Charge code: **1214 9471 0001**

Persons entitled: **RIAZ AHMED**
NIAZ AHMED

Brief description: **3 CEDAR CLOSE, POTTERS BAR, EN6 1EW**
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: **ABDUL RAUF PATEL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12149471

Charge code: 1214 9471 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th June 2020 and created by AFTAB HAROON INVESTMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th June 2020 .

Given at Companies House, Cardiff on 9th June 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

HM Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: HD46357
2	Property: 3 Cedar Close, Potters Bar EN6 1EW
3	Date: 8 th June 2020
4	<p>Borrower: Aftab Haroon Investments Ltd</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 12149471</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
5	<p>Lender for entry in the register: Niaz Ahmed & Riaz Ahmed</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:</p> <p><u>For overseas companies</u> (a) Territory of incorporation:</p> <p>(b) Registered number in the United Kingdom including any prefix:</p>
6	<p>Lender's intended address(es) for service for entry in the register:</p> <p>120 Third Avenue, Manor Park, London E14 6DT & 121 Third Avenue, Manor Park, London E12 6DS</p>

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

7 The borrower with

☒ full title guarantee

☐ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register


☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate: *Please refer to paragraph 2 a clause 19 of the continuation sheet.*

9 Additional provisions

Refer to Continuation Sheet attached

10 Execution

Executed as a deed by
Aftab Haroon Investments Ltd
Acting by a director and its secretary

Signature of Haroon Ahmed: 
(Director)

Signature of Aftab Ahmed: 
(Secretary)

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Any parts of the form that are not typed should be completed in black ink and in block capitals.

Before each continuation, state panel to be continued, for example 'Panel 12 continued'.

1	Continued from Form: CH1	Title number(s): HD46357
2	<p>1. DEFINITIONS AND INTERPRETATION</p> <p>1.1. Definitions</p> <p>in this Mortgage the following expressions have the following meanings, unless the context otherwise requires:</p> <p>1.1.1 "Charged Property" means the whole or any part of the property, assets, income and undertaking of the Borrower from time to time mortgaged, charged or assigned to the Lender pursuant to this Mortgage.</p> <p>1.1.2 "Event of Default" means any of those events or circumstances set out in Schedule 3 (Events of Default).</p> <p>1.1.3 "Fixtures" means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Borrower and deemed by law to be immovable property.</p> <p>1.1.4 "Insolvency Act" means the Insolvency Act 1986.</p> <p>1.1.5 "LPA" means the Law of Property Act 1925.</p> <p>1.1.6 "Permitted Security Interest" means the security constituted by this Mortgage.</p> <p>1.1.7 "Property" means all the property short particulars of which are set out in Schedule 1 (The Property), including, without limitation, all Fixtures on such Property.</p> <p>1.1.8 "Property insurance" means the insurance referred to in Clause 5.4 (Property Insurance).</p> <p>1.1.9 "Receiver" means any receiver appointed pursuant to this Mortgage.</p> <p>1.1.10 "Secured Liabilities" means:</p> <p style="margin-left: 40px;">1.1.10.1 all moneys, debts and liabilities from time to time due or owing from time to time pursuant to the provisions of Schedule 2 (Repayment Provisions); and</p> <p style="margin-left: 40px;">1.1.10.2 any interest, costs and/or expenses which are from time to time payable to the Lender pursuant to this Mortgage.</p> <p>2. COVENANT TO PAY</p> <p>2.1. The Borrower shall on demand pay to the Lender or discharge, as the case may be, all the Secured Liabilities when the Secured Liabilities become due.</p> <p>2.2. The Borrower shall on demand pay to the Lender interest (after as well as before any demand made or judgement obtained or the death, insanity, or bankruptcy of the Borrower) on any sums which have become due and payable under this Mortgage and which have not been paid at the rate ("Default Rate") of 4% per annum over the base rate from time to time of Barclays Bank Plc from the date when such sums became due until the date of</p>	

payment. Such interest shall be compounded if it is not punctually paid with quarterly rests but without prejudice to the right of the Lender to require payment of such interest when due.

3. SECURITY

By way of continuing security in favour of the Lender for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee hereby charges to the Lender by way of:

- i. legal mortgage of the Property; and
- ii. by way of a fixed charge:
 - a. the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property;
 - b. any shares or membership rights which the Borrower has in any management company for the Property;
 - c. any rent and other monies payable under any lease, licence or other interest created in respect of the Property; and
 - d. any other payments whatever in respect of the Property (and including without limitation any insurance monies).

4. NEGATIVE PLEDGE

The Borrower shall not:

- 4.1. create, purport to create or allow to subsist, any mortgage, charge, assignment or other security over the whole or any part of the Charged Property except for any Permitted Security Interest;
- 4.2. convey, assign, transfer, or agree to convey, assign or transfer the whole or any part of the Charged Property, without the prior written consent of the Lender;
- 4.3. permit or agree to any variation of the rights attaching to the whole or any part of the Property; or
- 4.4. do, cause or permit to be done anything which may in the opinion of the Lender, in any way depreciate, jeopardise or otherwise prejudice the value to the Lender (whether monetary or otherwise) of the whole or any part of the Property.

5. UNDERTAKINGS

The Borrower gives each of the undertakings contained in this Clause to the Lender:

5.1. Duration

The undertakings in this Clause shall remain in force during the continuance of the security constituted by this Mortgage.

5.2. To comply with statutes

The Borrower shall comply with all requirements of any local authority, all obligations under any statute (including any statute relating to planning matters) and all byelaws and regulations relating to the whole or any part of the Property.

5.3. To provide information

The Borrower shall furnish to the Lender forthwith on demand by the Lender such information and supply such documents of papers relating to the Charged Property from time to time as the Lender may in its discretion require.

5.4. Property insurance

The Borrower shall insure and keep insured the Property with reputable and responsible insurers previously approved (such approval not to be unreasonably withheld or delayed) by the Lender:

5.4.1. in such manner and to such extent as is reasonable and customary for an individual homeowner in the same or similar localities including, without limitation, insurance to cover loss or damage arising by fire, civil Commotion, explosion, aircraft, flood, storm, tempest, burst pipes, public liability and such other risks and contingencies as the Lender shall from time to time request; and

5.4.2. in the full reinstatement cost of the Property (being not less than such sum or sums (if any) as the Lender may in its discretion require) including, without limitation:

5.4.2.1. architects', surveyors' and all other professional fees, demolition and shoring-up costs; and

5.4.2.2. Value Added Tax chargeable on the cost of such reinstatement and liable to arise out of any self-supply charge.

5.5. General obligations regarding insurance

5.5.1. The Borrower shall:

5.5.1.1. effect the Property insurance with the interest of the Lender noted on the policy or in the joint names of the Borrower and the Lender and such other names as the Lender may approve;

5.5.1.2. duly and punctually pay all premiums and any other moneys necessary for maintaining the insurance for the Property in full force and effect;

5.5.1.3. produce to the Lender on request copies of all policies and all receipts for the current premiums with respect to the insurance of the Property;

5.5.1.4. immediately give notice to the Lender of any occurrence which gives rise, or might give rise, to a material claim under any policy of insurance relating to the insurance of the Property and, except with the prior written consent of the Lender, the Borrower shall not agree to settlement of any such claim; and

5.5.1.5. not do anything which adversely affects any insurance or which may increase the premium.

5.5.2. If the Borrower at any time fails to perform any of the Borrower's obligations contained in this Clause, the Lender may affect or renew such insurance as the Lender thinks fit and the Borrower shall reimburse the Lender for the costs thereby incurred on demand.

5.6. Insurance monies

5.6.1. Any monies received by virtue of any insurance relating to the whole or any part of the Property (whether effected pursuant to this Mortgage or otherwise) will be deemed to be part of the Property. The Borrower shall apply (unless the Lender otherwise approves in writing) all such monies in making good, or in recouping expenditure incurred in making good, any loss or damage or, if the Lender in its discretion so requires, towards discharge of the Secured Liabilities,

5.6.2. The Borrower shall ensure that all such monies as are referred to in Clause 5.6.1 which are not paid directly by the insurers to the Lender shall be held by the recipient

upon trust for the Lender and be applied by the Borrower in accordance with Clause 5.6.1.

5.7. To repair

The Borrower shall at all times keep in good and substantial repair and condition all buildings, erections and structures on and in the Property and, where it is uneconomic to repair any part of the Property, replace such part by another similar asset of equal or greater quality and value.

5.8. To allow entry

The Borrower shall allow the Lender and its agents, with or without surveyors, workmen or others authorised by it upon prior notice (except in an emergency) to enter the Property in order:

- 5.8.1. to view the Property;
- 5.8.2. to carry out any repairs on the Property which the Lender considers necessary
- 5.8.3. to carry out any valuation of the Property as contemplated by Schedule 2; or
- 5.8.4. to do anything the Lender is entitled to do pursuant to Clause 6.2 (the Lender's performance of covenants).

5.9. Alterations

The Borrower shall not without the prior written consent of the Lender carry out any works of demolition, construction, alteration which in any manner lessens the value of the Property.

5.10. Title (and other matters)

The Borrower shall:

- 5.10.1. comply with, enforce and not waive, release or vary (or agree so to do) any restrictive or other covenants or obligations affecting the Property; and
- 5.10.2. pay all rents, rates, taxes and outgoings however arising payable in respect of the whole or any part of the Property owed by the Borrower or by the owner or occupier of the whole or any part of the Property and comply with all restrictive and other Covenants and obligations to be performed by the Borrower under any lease under which the Borrower holds the whole or any part of the Property.

5.11. No creation of easements etc.

The Borrower shall not grant, create, or permit to be acquired, any easement, right or privilege relating to or affecting the whole or any part of the Property,

5.12. Leasing

5.12.1. The Borrower shall not:

- 5.12.1.1. (subject as hereinbefore provided) exercise any statutory or other power of leasing, agreeing to lease or accepting surrenders of leases otherwise available to the Borrower;
- 5.12.1.2. grant or agree to grant or create any lease of any description or contractual right to occupy or use the whole or any part of the Property; or
- 5.12.1.3. grant any licence or permission to assign, underlet or part with, or share occupation or possession, of the whole or any part of the Property,

provided that the Borrower shall be permitted to grant a tenancy of the Property for a term not exceeding 10 years at

not less than the then current market rent upon terms and conditions which would be in accordance with current market practice and otherwise appropriate for the Property.

5.12.2. If so requested the Borrower shall forthwith provide to the Lender a copy of any such assured tenancy.

5.13. Overriding interests

The Borrower shall not without the prior written consent of the Lender permit any person to be registered at the Land Registry as proprietor of the Property or any part thereof or interest therein or create or permit to arise any overriding interest affecting the Property.

5.14. Neighbourhood Matters

If the Borrower receives or becomes aware of any notice or proposal affecting the Property or its neighbourhood the Borrower must inform the Lender immediately and if the Lender reasonably requires the Borrower must at its own cost either take all reasonable and necessary steps to comply with the notice or proposal or join with the Lender in making objections or representations.

5.15. User

The Borrower shall use the Property as is permitted at the date of this Mortgage and shall not make or allow any change of use.

5.16. Management Companies and Shares

If the Borrower is a member of any management company for the Property, the Borrower must deposit any share or membership certificate(s) with the Lender together with a corresponding signed share membership transfer form(s).

6. COSTS AND LENDER'S PERFORMANCE OF COVENANTS

6.1. Costs undertaking

The Borrower shall on demand pay to the Lender or the Receiver, as the case may be, and discharge all fees costs and expenses ("Costs") payable by the Borrower (including all Costs incurred by the Lender in or incidental to the administration, protection and enforcement (including the costs of any proceedings) of this Mortgage and the exercise, by the Lender, of its rights and powers) pursuant to this Mortgage on a full and unlimited indemnity basis, together with interest at the Default Rate from the date the relevant Cost was expended, incurred or suffered (whichever is the earlier) by the Lender or the Receiver, as the case may be, until full discharge of such Costs.

6.2. Lender's performance of covenants

6.2.1. If the Borrower fails to perform any of the undertakings contained in Clause 5.7 (To repair) and Clause 5.10 (Title and other matters) the Lender may perform any such covenant at the Borrower's expense and the Borrower shall reimburse the Lender for the Costs of such performance on demand.

6.2.2. Nothing in this Mortgage shall oblige the Lender to perform any covenant of the Borrower.

7. DEFAULT

7.1. Enforcement

This Mortgage will become enforceable on the occurrence of any Event of Default or if the Borrower requests the Lender to appoint a receiver over the whole or any part of the Borrower's undertaking or assets.

7.2. Consequences of default

On and at any time after the occurrence of an Event of Default, the Lender in its absolute discretion may by written notice to the Borrower:

- 7.2.1. declare the Secured Liabilities to be immediately due and payable and, upon that declaration, such sums shall become immediately due and payable without demand or notice of any kind, all of which are hereby expressly waived by the Borrower; or
- 7.2.2. declare the Secured Liabilities to be due and payable on demand of the Lender; and/or
- 7.2.3. declare the security constituted by this Mortgage to be enforceable.

8. STATUTORY POWER OF SALE

8.1. For the purposes of all powers implied by statute, and in particular the power of sale under Section 101 of the LPA (Powers incident to estate or interest in a mortgage), the Secured Liabilities will be deemed to have become due when the security created by this Mortgage becomes enforceable and Section 103 of the LPA (Regulation of exercise of power of sale) and Section 93 of the PA (Restriction on consolidation of mortgages) will not apply.

8.2. The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make arrangements for leases, accept surrender of leases and grant options on such terms and conditions as the Lender may in its discretion think fit. the Lender is not obliged to comply with any of the provisions of Section 99 (Leasing powers of mortgagor and mortgagee in possession) and Section 100 (Powers of mortgagor and mortgagee in possession to accept surrenders of leases) of the LPA.

8.3. Each of the Lender and the Receiver may exercise such person's statutory power of sale in respect of the whole or any part of the Charged Property,

9. RECEIVER

9.1. Appointment of Receiver

9.1.1. At any time after the security constituted by this Mortgage has become enforceable, whether or not the Lender has entered into or taken possession of the whole or any part of the Charged Property pursuant to this Mortgage:

(a) the Lender may, by writing under the hand of any authorised officer of the Lender, appoint any person to be a receiver of the Charged Property and such person shall, with effect from the date of such appointment, be a "Receiver";

(b) the Lender may, from time to time, in similar manner, remove the Receiver and appoint another in his place; and

(c) the Lender may, either at the time of appointment or at any time thereafter, fix the remuneration of the Receiver.

None of the restrictions imposed by the LPA in relation to the appointment of receivers, the giving of notice or otherwise shall apply.

9.1.2. The Receiver may from time to time delegate, by power of attorney or otherwise, to any person any of his powers and discretions, whether arising by statute, the provisions of

this Mortgage or otherwise, upon such terms and for such periods of time as he may in his discretion think fit and may from time to time terminate any such delegation. the Lender shall not be liable to the Borrower for any loss or damage arising from any such delegate's act, default, neglect or misconduct of any nature whatsoever,

9.2. Powers of Receiver

The Receiver has all the powers to do or abstain from doing anything which the Borrower could do or abstain from doing in relation to the Charged Property including, without limitation the powers conferred by Section 109 of the LPA (Appointment, powers, remuneration and duties of receivers) and in particular the Receiver shall have power:

9.2.1. to sell, exchange, lease or in any other way dispose of the Charged Property in the manner and generally on terms the Receiver thinks fit in the Borrower's name and on its behalf

9.2.2. to do anything an absolute owner could do with the Charged Property including:

9.2.2.1. to take possession of, and collect, the Charged Property and any plant and machinery and for that purpose to take any proceedings in the Borrower's name or otherwise;

9.2.2.2. to borrow money as the Receiver may require;

9.2.2.3. to compromise or settle any claims arising out of, or against, the Charged Property;

9.2.2.4. to undertake or complete any works of repair, building or development on the Property;

9.2.2.5. to give or accept surrenders of any leases, licences or tenancies affecting the Property on terms and subject to conditions the Receiver thinks fit;

9.2.2.6. to carry on any trade or business as has from time to time been carried on at the Property;

9.2.2.7. to provide services and employ or engage managers, contractors and other personnel and professional advisers on terms the Receiver believes expedient;

9.2.2.8. to make elections for value added tax purposes as the Receiver thinks fit;

9.2.2.9. to do anything the Bank has power to do under the Mortgage;

and any indebtedness or expenditure incurred as above shall be expenses of the Receiver.

9.2.3. to charge remuneration (in addition to all costs, charges and expenses incurred) as the Lender may from time to time agree with the Receiver.

9.3. Receiver as agent of the Borrower

The Receiver is at all times and for all purposes the agent of the Borrower. Subject to the provisions of the Insolvency Act, the Borrower is solely responsible for all the Receiver's acts, defaults, neglect and misconduct of any nature whatsoever and for his remuneration and fees Costs and expenses, to the exclusion of liability on the part of the Lender.

9.4. No obligation

The Receiver is not obliged to exercise any of the powers set out in this Clause.

9.5. Several power

Where more than one Receiver is appointed, each Receiver has the power to act severally unless the Lender specifies otherwise in the appointment of such Receiver.

9.6. Powers exercisable by the Lender

9.6.1. the Lender may exercise all powers granted to the Receiver by this Mortgage, whether as attorney of the Borrower or otherwise.

9.6.2. The powers of the Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Lender as provided in Clause 8 (Statutory power of sale) or otherwise and so that, inter alia, such powers are and remain exercisable by the Lender in respect of that part of the Charged Property in respect of which an appointment of a Receiver by the Lender is from time to time subsisting.

9.7. Application of proceeds

The provisions of Sections 99 to 109 inclusive of the LPA are varied and extended to the extent that all monies received by the Receiver be applied in the following order:

9.7.1. in full payment of his remuneration and the fees costs and expenses of realisation including, without limitation, all fees costs and expenses of, or incidental to, any exercise of any power referred to in this Mortgage, including, without limitation, all outgoings paid by the Receiver,

9.7.2. providing for the matters specified in paragraphs (i) to (iii) inclusive of Section 109 (8) of the LPA (Appointment, powers, remuneration and duties of receiver);

9.7.3. in or towards satisfaction of any debts or other imposts which are by statute made payable in preference to the Secured Liabilities to the extent to which such debts or imposts are made so payable;

9.7.4. if so required by the Lender in its discretion, in or towards satisfaction of the Secured Liabilities; and

9.7.5. to the person entitled to any surplus.

10. PROTECTION OF THIRD PARTIES

10.1. Any person (including, without limitation, any purchaser, mortgagor or mortgagee) (in this Clause a "purchaser") dealing with the Lender may assume without inquiry that:

10.1.1. some part of the Secured Liabilities has become due;

10.1.2. a demand for such Secured Liabilities has been duly made; and

10.1.3. such Secured Liabilities have become due within the meaning of Section 101 of the LPA (Powers incident to estate or interest in a mortgage).

10.2. No purchaser dealing with the Receiver or the Lender is to be concerned to enquire whether any power exercised or purported to be exercised by the Receiver or the Lender has become exercisable, or as to the propriety or regularity of any sale by, or other dealing with, the Receiver or the Lender. Any such sale or dealing is deemed to be within the powers conferred by this Mortgage and to be valid and effective accordingly. All the protection to purchasers contained in Section 104 (Conveyance on sale) and Section 107 (Mortgagee's receipt, discharges etc.) of the

LPA apply to any purchaser.

11. NO LIABILITY AS MORTGAGEE IN POSSESSION

11.1. Neither the Lender nor the Receiver is:

- 11.1.1. liable to account as mortgagee in possession in respect of the Charged Property; or
- 11.1.2. liable for any loss upon realisation or exercise of any power, authority or right of the Lender or the Receiver arising under this Mortgage, or for any act, default, neglect, or misconduct of any nature whatsoever.

11.2. Possession

If the Lender or the Receiver enters into possession of the Charged Property, such person may at any time go out of possession at the discretion of such person.

12. POWER OF ATTORNEY

12.1. The Borrower irrevocably appoints, by way of security, the Lender, each person deriving title from the Lender and the Receiver, jointly and severally to be the Borrower's attorney (with full power to appoint substitutes and to sub-delegate) for the Borrower, in the Borrower's name, on the Borrower's behalf and as the Borrower's act and deed or otherwise to sign or execute any deed or document or do any act or thing which the Borrower is, or may become, obliged to sign, execute or do pursuant to this Mortgage or which the Lender, the Receiver or any person deriving title from the Lender or the Receiver may in the discretion of such person think fit in connection with the exercise of any of the powers of such person or the realisation of any security constituted by this Mortgage.

12.2. Without prejudice to the generality of the foregoing, the Borrower unconditionally undertakes to the Lender, and separately to the Receiver and to each person deriving title from the Lender or the Receiver, that the Borrower shall ratify and confirm anything done or purported to be done by any attorney appointed pursuant to this Clause.

13. CUMULATIVE AND CONTINUING SECURITY

13.1. This Mortgage is a continuing security to the Lender regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this Clause, might affect or diminish its effectiveness.

13.2. The security constituted by this Mortgage is in addition to, is not in substitution for, is without prejudice to, and does not merge with, any rights whatsoever which the Lender may have, whether in respect of the Secured Liabilities or otherwise, including, without limitation, any rights arising under any other security interest, any bill, note, guarantee, contract or applicable rule of law.

13.3. Any receipt, release or discharge of the security constituted by, or of any liability arising under, this Mortgage shall not release or discharge the Borrower from any liability which may exist independently of this Mortgage to the Lender.

13.4. Where the security constituted by this Mortgage initially takes effect as a collateral or further security to any other security interest held by the Lender then, notwithstanding any receipt, release or discharge given in respect of such other security interest, this Mortgage shall take effect as an

independent security for any monies, liabilities or other sums secured by such other security interest.

14. AVOIDANCE OF PAYMENTS

No assurance, security or payment which may be avoided under the law or subject to an order of the court made under any law relating to bankruptcy or insolvency, including, without limitation, the insolvency Act, and no release, settlement or discharge given or made by the Lender on the faith of any such assurance, security or payment, prejudices or affects the right of the Lender to recover any monies from the Borrower or to enforce the security constituted by this Mortgage to the full extent of the Secured Liabilities.

15. PRIOR CHARGES

15.1. If there subsists any prior charge against the Charged Property (or any of them) and either, any step is taken to exercise any power or remedy conferred by such charge or the Lender or the Receiver exercises any power of sale pursuant to this Mortgage, the Lender may redeem such prior charge or procure the transfer of such charge to itself and may settle and pass the accounts of the person entitled to such charge.

15.2. All the principal money interest Costs charges and expenses of or incidental to any such redemption or transfer shall be repaid by the Borrower (subject to the provisions of clause 15.3 below) to the Lender on demand with interest at the Default Rate payable from the date of payment by the Lender until payment by the Borrower and until repayment all such sums and interest shall comprise part of the Secured Liabilities and be charged pursuant to this Mortgage,

15.3. The maximum aggregate liability of the Borrower pursuant to clause 15.2 shall not exceed the aggregate of any gross sale proceeds received upon any subsequent realisation of the Property by the Receiver and/or the Lender.

16. PAYMENTS AND WITH HOLDING TAXES

The Borrower shall pay and discharge the Secured Liabilities without any set-off, counterclaim, restriction or condition, without regard to any equities between the Borrower and the Lender and free and clear of, and without deduction or withholding for, or on account of, any taxes, except to the extent that the Borrower is required by law to deduct or withhold any taxes on any amounts payable under this Mortgage, in which case the Borrower shall pay to the Lender such additional amount as may be necessary in order to ensure that the net amount received by the Lender after the required deduction or withholding (including, without limitation, any required deduction or withholding on such additional amount) be equal to the amount that the Lender would have received had no such deduction or withholding been made. Any additional amount paid under this Clause shall be treated as agreed compensation and not as interest.

17. ASSIGNMENT

17.1. The Borrower may not assign, transfer, novate or dispose of any of or any interest in, their rights and obligations under this Mortgage without the prior written consent of the Lender (acting in its absolute discretion).

17.2. the Lender may sell, assign or transfer or otherwise dispose of any of its rights benefits and obligations under this Mortgage and/or in respect of the Secured Liabilities to anyone at any time.

17.3. if the Lender sells, assigns transfers or otherwise disposes

of any or all of its rights, benefits and obligations the Borrower's own rights benefits and obligations under this Mortgage will stay exactly the same but it will be bound to any person or organisation to whom the Lender sells assigns or transfers or otherwise disposes. That person or organisation will have the Lender's powers and rights benefits and obligations so far as these are sold, assigned transferred or disposed of. the Lender will be released automatically from its obligations to the Borrower so far as the Lender's obligations are assumed by that person or organisation.

- 17.4. The Borrower consents to the disclosure by the Lender of any information about the Borrower, this Mortgage, the Charged Property and/or the Secured Liabilities to (a) any person to whom the Lender proposes to sell, assign transfer or dispose or have sold assigned transferred or disposed all or any of its rights, benefits and obligations under this Mortgage and/or the Secured Liabilities (b) any person with whom the Lender proposes to enter or has entered into any arrangements in respect of this Mortgage and/or the Secured Liabilities (c) any associated and/or subsidiary company from time to time of the Holding Company of the Lender or any of its or their agents and (d) any other person, if required or permitted by law to do so.

18. WAVERS AND SEVERABILITY

- 18.1. No failure or delay or other relaxation or indulgence on the part of the Lender to exercise any power, right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.
- 18.2. Each of the provisions of this Mortgage is distinct and severable from the others and if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

19. THE LAND REGISTRY

The Borrower hereby applies to the Chief Land Registrar to enter a restriction in the Proprietorship Registers of the registered titles (if any) of the Property or, in the case of the first registration of the whole or any part of the Property, against the Property, or both, of a restriction in the following form:

"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 of the charge dated in favour of Niaz Ahmed and Riaz Ahmed or by their conveyancer referred to in the charges register"

20. NOTICES

- 20.1. Each party may give any notice, demand or other communication under or in connection with this Mortgage by letter, facsimile or comparable means of Communication addressed to the other party at the address identified with its name below, any such communication will be deemed to be given as follows:

- 20.1.1. if personally delivered, at the time of delivery;
20.1.2. if by letter, at noon on the working day following the

day such letter was posted (or in the case of airmail, seven days after the envelope containing the same was delivered into the custody of the postal authorities); and

- 20.1.3. if by facsimile transmission or comparable means of communication during the business hours of the addressee then on the day of transmission, otherwise on the next following working day.
- 20.2. in proving such service, it shall be sufficient to prove that personal delivery was made or that such letter was properly stamped first class, addressed and delivered to the postal authorities or in the case of facsimile transmission or other comparable means of communication, that a confirming hard copy was provided promptly after transmission.

21. LAW AND JURISDICTION

- 21.1. This Mortgage shall be governed by and construed in accordance with English law,
- 21.2. The Borrower and the Lender irrevocably submit to the non-exclusive jurisdiction of the courts of England and Wales.

22. COUNTERPARTS

This Mortgage may be executed in any number of counterparts, each of which is an original, and which together constitute one and the same document.

23. INTERPRETATION

23.1. In this Mortgage (and any Schedule to the same):

- 23.1.1. the headings are used for guidance only;
- 23.1.2. any reference to a person includes a body corporate;
- 23.1.3. any reference to any statute or any section of any statute includes reference to any statutory modification or re-enactment of it for the time being in force;
- 23.1.4. references to the singular include the plural and vice versa;
- 23.1.5. a party to this Mortgage includes references (where the context so admits) to its successors, transferees and assigns; and
- 23.1.6. Holding Company has the meaning ascribed to it by Section 736 of the Companies Act 1985,

23.2. The expression the "Borrower" shall where there is more than one person comprised within that definition include one or more such persons as the context so admits. Further where there is more than one person comprised within the definition of the Borrower the liabilities and obligations of each such person shall be joint and several

IN WITNESS WHEREOF this Mortgage has been executed and delivered as a deed on the date written at the beginning of this Mortgage.

SCHEDULE 1

(The Property)

Short Description of Charged Property	Title Number:
3 Cedar Close, Potters Bar, Hertfordshire EN6 1EW	HD46357

SCHEDULE 2

(Repayment Provisions)

1. DEFINITIONS

In this schedule the following expressions shall have the following meanings: -

"APR" means the annual percentage rate of charge.

"Applicable Percentage" means that percentage of the purchase price of the Property advanced by the Lender to Haroon Ahmed in relation to his purchase of the Property on or before 23rd October 2017.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are generally open for business in London

"Disposal" means any disposition or disposal of the Property

"Initial Balance" means that part of the purchase price remaining payable on the date of this Mortgage for the Property by the Borrower to the Lender.

"Interest" means interest at the rate specified in paragraph 6.1 on the amount of the Initial Balance

"Interest Payment Date" means 15 January, 15 April, 15 July and 15 October in each year

"Market Value" means the best price at which the sale of the Property would have been completed unconditionally for cash consideration on the Valuation Date on an arm's length sale in the open market disregarding:

- i. any works carried out to the Property after the date of this Mortgage which have been carried out in breach of clause 5.9 of this Mortgage;
- ii. any improvements (other than decorative improvements) to the Property effected by the Borrower after the date of this Mortgage;
- iii. this Mortgage; and
- iv. any tenancy and/or any other right of occupation affecting the Property.

But assuming:

- a) a willing seller and willing buyer,
- b) that prior to the Valuation Date the Property has been fully exposed to the market and there has been a reasonable period (having regard to the state of the market) for the proper marketing of the Property and for the agreement of price and terms and for the completion of the sale;
- c) if the Property or any part of it has been destroyed or damaged it has been fully restored;
- d) the Property is in good repair and condition well maintained and decorated as at the Valuation Date and any garden of the same has been properly maintained and stocked with plants and that any integral kitchen appliances (including without limitation any dishwasher and/or washing machine) are in good mechanical order;
- e) that no account is taken of any additional bid by a purchaser with a special interest;
- f) that both parties to the transactions have acted knowledgeably prudently and without compulsion; and
- g) that the Property will be vacant upon the completion of any disposal of the Property.

"Relevant Market Value" means either:

- a) the Market Value agreed pursuant to paragraph 4.1, which shall remain the Relevant Market Value for a period of 80 working days; or

- b) the average of the Market Values ascribed to the Property by the two valuations provided pursuant to paragraph 4.3, which shall be the Relevant Market Value for a period of 70 working days; or
- c) (where paragraph 4.4 applies) the Market Value ascribed to the Property by the single valuation referred to in paragraph 4.4 which shall be the Relevant Market Value for a period of 60 working days; or
- d) (where paragraph 4.5 applies) the Market Value determined (subject as therein provided) by the Third Party Surveyor pursuant to paragraph 4.5 which shall be the Relevant Market Value for a period of 60 working days.

Provided always that:

The time periods specified above commence on the date that the parties agree or are notified of the Market Value (as applicable) and that when the time period specified in each case has expired (save where the Repayment Date has arisen within the relevant time period) the process outlined in paragraph 4 shall be repeated to establish a new Relevant Market Value,

"Repayment Date" means the relevant date pursuant to paragraph 5.

"Repayment Sum" means:

- a) the Applicable Percentage of the Relevant Market Value of the Property at the Valuation Date, or (in the case of subsequent sale of the Property) if higher an amount equal to the Applicable Percentage of the aggregate sale proceeds which are paid or payable upon any such sale; or
- b) in the case of any disposal by the Receiver or the Lender the Applicable Percentage of the aggregate sale proceeds achieved on any such disposal.

"RICS" means the Royal Institution of Chartered Surveyors.

"Valuation Date" means:

- a) The date on which the Borrower serves notice on the Lender of its intention to make a Disposal; or
- b) The date of an Event of Default to which paragraph 5.4 applies; or
- c) The date being eighty (20) working days prior to the Repayment Date as specified in paragraphs 5.2, 5.3 or 5.5.

"Voluntary Repayment" means the voluntary repayment made pursuant to paragraph 2 below.

2. VOLUNTARY REPAYMENT (of the whole)

- 2.1. The Borrower shall be entitled prior to the Repayment Date to repay to the Lender the whole of the Repayment Sum.
- 2.2. If the Borrower wishes prior to the Repayment Date to repay the whole or the balance of the Repayment Sum it shall give not less than 20 working days notice in writing to that effect to the Lender. Following the service of any such notice the Market Value shall be agreed or ascertained in accordance with paragraph 4 for the purposes of establishing the amount of the Repayment Sum.

3. REPAYMENT

The Borrower shall upon the Repayment Date pay the Repayment Sum (or as the case may be) the balance (if any) of the Repayment Sum to the Lender together with any accrued interest.

4. MARKET VALUE

- 4.1. As soon as reasonably practicable following the Valuation Date the Lender and the Borrower shall agree in writing the amount of the Market Value for the purposes of any repayment which has been made pursuant to paragraph 2 or which is to be made pursuant to paragraph 3.
- 4.2. If the Relevant Market Value is not agreed by the date being, ten working days from the Valuation Date then the Lender and the Borrower shall each (at their own expense) obtain a separate valuation of the Property from a chartered surveyor who is a current member of the RICS and who is qualified at least 10 years and experienced in the marketing valuation and sale of properties similar to the Property ("Chartered Surveyor") to ascertain the Market Value thereof
- 4.3. Each party shall provide to the other an original of the valuation received within ten working days of the Valuation Date.
- 4.4. If either party fails to provide a valuation in accordance with paragraph 4.3 (time being of the essence as to any such date therein prescribed) then the Market Value shall be taken as that disclosed by the single valuation provided by the other party pursuant to paragraph 4.3 Provided that where:
 - 4.4.1. two valuations have been provided pursuant to paragraph 4.3 but the Market Value ascribed to the Property in one valuation is 10% higher or lower than the Market Value ascribed in the other valuation so provided; or
 - 4.4.2. neither party has provided a valuation in accordance with paragraph 4.3;

either party may by serving notice on the other within five working days require the Market Value to be determined by a third party surveyor ("Third Party Surveyor") appointed in accordance with paragraph 4.5 below

- 4.5. The Third Party Surveyor may be agreed upon by the Lender and the Borrower or in default of agreement shall be appointed by the President for the time being (or other designated officer) of the RICS on the application of either the Lender or the Borrower (as the case may be) and such appointment shall be binding upon the parties. Provided that:
 - 4.5.1. in making his nomination the President shall select an independent surveyor qualified at least 10 years and specialising in and with experience in valuation of residential property in the vicinity of the Property;
 - 4.5.2. the award of the Third Party Surveyor shall be binding on the parties and the costs of the reference to him and of his determination (including his own fees and expenses and the legal and other costs of the parties) shall lie in his award; and
 - 4.5.3. the Third Party Surveyor shall give notice in writing of his decision to the Lender and the Borrower within ten working days of his appointment.

Provided that if the amount of any award (as to Market Value) of the Third Party Surveyor following any referral to it upon the grounds set out at paragraph 4.4 is outside the range of the two market values ascribed respectively to the Property in the valuations referred to at paragraph 4.3 above then the Relevant Market Value shall (in substitution) for the amount set out in the award be the highest or (as the case may be) lowest amount of the range which is nearest to the amount of such award.

5. REPAYMENT DATE

The Repayment Date shall occur on the first of the following events:

- 5.1. A Disposal;
- 5.2. The assent to the vesting of the Property in any person or at the expiration of twelve (12) months from the death of the Borrower (whichever is the earlier) and if more than one the death of the first person;
- 5.3. The expiry of the period of 20 working days from the date of the service of a written notice by the Borrower on the Lender of his wish to fully redeem this Charge;
- 5.4. The date fifteen working days after the occurrence of an Event of Default (save an Event of Default which has been expressly waived in writing by the Lender); or
- 5.5. The fifth (5) anniversary of the date of this Mortgage.

6. INTEREST

- 6.1. With effect from (and including) the fifth anniversary of the date of this Mortgage the Borrower shall pay to the Lender interest calculated at the rate of six and three quarter per cent (6.75%) per annum (6.75% APR) on the amount of the Initial Balance.
- 6.2. The Borrower shall pay accrued interest on each Interest Payment Date, the first such payment to be made on the Interest Payment Date next following the fifth anniversary of the date of this Mortgage.
- 6.3. If an Interest Payment Date falls on a day which is not a Business Day then the relevant interest shall be payable on the next following Business Day.
- 6.4. Any Interest will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days.

SCHEDULE 3

(Description of Events of Default)

1. If the Borrower fails to make any payment under this Mortgage within 3 working days of the due date thereof.
2. If the Borrower fails to observe and perform any of the covenants or other conditions on the part of the Borrower contained in this Mortgage and/or any mortgage of any other property entered into between the Borrower (or in the case of a company any company of which the Borrower has control (as defined in Section 435 of the Insolvency Act 1986)) and the Lender (or any associated or subsidiary company of the Holding Company of the Lender).
3. If the Borrower (being an individual) is admitted to a hospital pursuant to the provisions of the Mental Health Act 1993 or becomes incapable of managing his or her own affairs by reason of mental disorder severe mental impairment (each as defined in section 1 of the Mental Health Act 1993) or becomes incapable of managing his own affairs for any other reason whatsoever or permits or allows a petition for a bankruptcy order to be made against him or her or becomes or appears to be unable to pay his or her debts or any of them (as defined in section 268 of the Insolvency Act 1986) or otherwise becomes or appears to be insolvent or executes a trust for his creditors or enters or attempts to enter into any arrangement or composition with his creditors or gives notice to the Official Receiver of his or her proposal for a voluntary arrangement (as defined in section 253 of the Insolvency Act 1986).
4. If the Borrower (being a corporate entity) has a petition presented in relation to it which is not discharged within seven days of its presentation for, or any step is taken to apply for, an administration

order and or an administration order is made (whether by a court or otherwise) or if a petition is made to wind the Borrower up or an order made, or an effective resolution passed, to wind up the Borrower.

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

