

MR01

Particulars of a charge



Companies House

000784/23



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A fee is be payable with  
Please see 'How to pay' on

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument. Use form MR01

FRIDAY



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A09

22/11/2019

#230

COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

**1** Company details

Company number 0 3 0 5 4 9 3 7

Company name in full PRESTON MUSLIM FORUM LIMITED

1

For official use

**Filling in this form**

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

**2** Charge creation date

Charge creation date ☒ d 1 d 8 m 1 m 1 y 2 y 0 y 1 y 9

**3** Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name Big Lottery Fund

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

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## Particulars of a charge

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## Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

HAMARA CENTRE,  
150-160 CASTLETON ROAD  
PRESTON

5

## Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

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## Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

## Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ Yes

☒ No

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Trustee statement <sup>1</sup>

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☒

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

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## Signature

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the charge.

# MR01

## Particulars of a charge



### Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	ARIF BARBER
Company name	BARBER & CO SOLICITORS
Address	164 DEEPPDALE ROAD
Post town	PRESTON
County/Region	LANCASHIRE
Postcode	P R 1 6 P Y
Country	ENGLAND
DX	
Telephone	01772 203520



### Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



### Important information

Please note that all information on this form will appear on the public record.



### How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



### Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



**FILE COPY**

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

Company number: 3054937

Charge code: 0305 4937 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th November 2019 and created by PRESTON MUSLIM FORUM LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd November 2019.

P

Given at Companies House, Cardiff on 27th November 2019



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

DATED 18<sup>th</sup> November 2019

PRESTON MUSLIM FORUM LIMITED

-to-

BIG LOTTERY FUND

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LEGAL CHARGE

-of-

HAMARA COMMUNITY HUB 150-160 CASTLETON ROAD, PRESTON

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I Arif Barber Solicitor confirm this is a true copy of the  
original *Legal Charge*  
Signed *[Signature]*  
Dated *18/11/2019*

**Barber & Co** Solicitors  
Barber House, 164 Deepdale Road,  
Preston, PR1 6PY  
T: 01772 203520 F: 01772 203620  
E: preston@barbercosolicitors.co.uk

Big Lottery Fund  
1 Plough Place  
London  
EC4A 1DE

LEGAL CHARGE dated

18<sup>th</sup> November

2019

BETWEEN

(1) PRESTON MUSLIM FORUM LIMITED CRN 3054937 and Charity Number 1064609 whose registered office is at 150-160 Castleton Road, Preston ("the Grant Holder") and

(2) BIG LOTTERY FUND of 1 Plough Place London EC4A 1DE ("The Fund")

1. Introduction

1.1 In this Legal Charge the following expressions have the following meanings:

**"Grant"** means the grant of £499,023.00 offered by the Fund to the Grant Holder in connection with the Project and subject to the Grant Conditions

**"Grant Conditions"** means the terms and conditions attached to the Fund's grant offer letter dated 25<sup>th</sup> May 2018 to the Grant Holder and a copy of which is annexed to this Legal Charge in Schedule 1

**"Grant Period"** means the period of twenty years from the date of the Fund's grant offer letter dated [insert date]

**"Project"** means the acquisition of the Property and the establishment by the Grant Holder of [describe project]

**"the Property"** means all that [freehold/leasehold] property known as Hamara Centre, 150-160 Castleton Road, Preston registered at HM Land Registry under title number LA506345.

1.2 In this Legal Charge where the context so admits the expressions "the Grant Holder " and "the Fund" include their respective successors in title and assigns

1.3 It is a condition of the Grant that the Grant Holder grants a legal charge on the Property on the terms set out in this Legal Charge

**2. Payment of the Grant by the Fund**

The Fund shall pay the Grant to the Grant Holder in accordance with the Grant Conditions for the purpose of the Project

**3. Repayment of the Grant by the Grant Holder**

3.1 If the Grant Holder shall at any time prior to the expiration of the Grant Period be in breach of any of the Grant Conditions the Grant (or so much of it as shall at that time have been paid by the Fund to the Grant Holder) shall be repayable forthwith upon receipt of a written demand from the Fund to the Grant Holder and the Fund shall be entitled to exercise the powers of sale and appointing a receiver on the date of service of such notice

3.2 Interest shall be payable by the Grant Holder to the Fund on the Grant (or so much of it as shall at that time have been paid by the Fund to the Grant Holder) from the date of the notice referred to in Clause 3. 1 until the actual date of repayment at a rate equal to 4% per year above the Lloyds TSB Bank base rate from time to time (as well after as before any judgment)

**4. Legal Charge**

The Grant Holder hereby charges with full title guarantee by way of legal mortgage the Property with the repayment to the Fund of the Grant in accordance with the terms of this Legal Charge

**5. Appointment of a Receiver**

- 5.1 At any time after the money secured by this Legal Charge shall have become payable the Fund may from time to time appoint any person or persons to be the receiver or receivers of the whole or any part of the Property and may from time to time remove any receiver so appointed and appoint another in his place
- 5.2 Any receiver appointed by the Fund may if so directed in writing by the Fund in his absolute discretion have power to:
- 5.2.1 enter upon and take possession of the Property or any part of it and complete any buildings on it which may be unfinished
  - 5.2.2 enter upon and take possession of the whole or any part of the Property and commence or continue construction of any building or buildings whether or not in accordance with the Works then being carried on at the Property
  - 5.2.3 borrow or raise or secure the payment of money (whether or not in priority to the moneys secured by this Deed) in such manner as the receiver shall in his absolute discretion think fit
  - 5.2.4 obtain all necessary planning permission bye-law consents and any other permissions consents or licences as may be necessary to deal with the Property as he thinks fit
  - 5.2.5 enter into any agreement deed or bond as may be necessary to deal with the Property and to do acts and things incidental thereto
  - 5.2.6 manage any building or carry on any business carried on at the Property as agents for the Grant Holder in such manner as he may think fit
  - 5.2.7 employ solicitors architects surveyors estate agents builders and workers and others and purchase all proper material as he shall deem necessary



5.2.8 sell transfer convert into money and realise the whole or any part of the Property in the name of and on behalf of the Grant Holder

5.2.9 grant any lease or tenancy of the whole or any part of the Property at any or no rent and with or without any premium and generally on such terms as he may think fit and accept the surrender of any lease or tenancy and give a receipt for any premium payable on any such grant or surrender and vary the terms of any lease or tenancy of the Property or of any lease or tenancy under which the Property or any part thereof is held

5.2.10 make any change or arrangement as to boundaries with the adjoining owners and neighbours

5.2.11 compromise any claim or claims of or against the Property or arising out of the Property

5.2.12 effect indemnity insurance and other like insurance and obtain bonds

5.2.13 do all such other acts and things as may be considered to be incidental or conducive which he lawfully may or can do as agent for the Grant Holder

5.2.14 in addition to the foregoing powers to do any act or thing which a Receiver appointed under Section 109 of the Law of Property Act 1925 would have power to do

PROVIDED THAT the receiver shall not have power to do anything which is outside the power of the Grant Holder

5.3 All moneys expended by the receiver shall on demand be repaid by the Grant Holder with interest at 4% per year above the Lloyds TSB Bank base rate from time to time from the respective times at which such money shall have been expended until the date of repayment and until repayment such moneys and interest shall be charged on the Property

- 5.4 Any receiver appointed by the Fund shall so far as the law allows be deemed to be the agent of the Grant Holder for all purposes who shall solely be responsible for his acts and the Fund shall not be under any liability for his remuneration or otherwise
- 5.5 The Fund shall itself be entitled to do any of the acts and things capable of being done by a receiver in accordance with Clause 5.2 at any time after the moneys hereby secured shall have become repayable without appointing a receiver for that purpose

**6. Power of Attorney**

The Grant Holder hereby irrevocably appoints the Fund and any receiver appointed in accordance with Clause 5 its Attorney for all or any of the purposes of these presents and subject to the proviso to Clause 5.2 the Grant Holder hereby ratifies and confirms and agrees to ratify and confirm whatsoever the Fund or any such receiver shall do or purport to do by virtue of this clause

**7. Advice**

The Grant Holder hereby certifies that the Grant Holder has power to grant this Legal Charge

**8. Execution**

This Legal Charge was executed as a deed but not delivered until the date hereinbefore written

**9. Registration**

By executing this Legal Charge the Grant Holder applies for the following restriction to be entered in the Proprietorship Register of the title to the Property at HM Land Registry "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 the Big Lottery Fund referred to in the Charges Register"

**10. Statements – applicable where Grant Holder is a Charity**

- 10.1 The Property charged is held by (or in trust for) the grant holder, a non-exempt charity, and this mortgage is not one falling within section 124(9) Charities Act 2011 so the restrictions on disposition imposed by section 124 of that Act apply to the Property
- 10.2 The restrictions on disposition imposed by sections 117 – 121 of the Charities Act 2011 also apply to the Property (subject to section 117(3) of that Act)

**11. Certificate**

The Charity Trustees of the Grant Holder certify that they have power under the trusts of the charity to enter into this Legal Charge and that they have obtained and considered proper advice regarding this Legal Charge in accordance with section 124(2) of the Charities Act 2011

**12. Notices**

- 12.1 Any notice given to a party under or in connection with this Legal Charge shall be in writing and shall be:
- 12.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- 12.1.2 sent by fax to its main fax number.
- 12.2 Any such notice shall be deemed to have been received:
- 12.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- 12.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00am on the second working day after posting;
- 12.2.3 if sent by fax, at 9.00am on the next working day after transmission.
- 12.3 This clause 12 does not apply to the service of any proceedings or other documents in any legal action.
- 12.4 For the avoidance of doubt, "writing" does not include e-mail for the purposes of this clause 12.

SIGNED as a DEED on behalf  
of the trustees of Hamara Community Hub  
by

Signature(s)



Signature of Witness

Name

Address

OR

*Val. V*  
VALI A. PATEL  
97. LOWER BANK ROAD  
PRESTON - PR2-8NU.

EXECUTED as a DEED by

Signature

Director

acting by (a Director and  
its Secretary) (two Directors)

Signature

(Director)(Secretary)

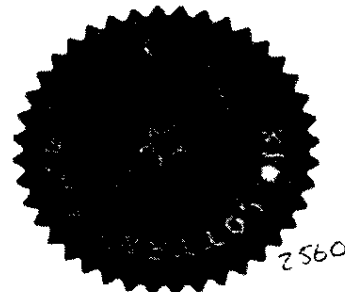
OR

EXECUTED as a DEED by affixing  
The common seal of  
In the presence of

Common Seal of Company

Signature of Director

Signature of (Director)(Secretary)



SIGNED as a DEED by  
**BIG LOTTERY FUND** acting by:

~~Chief Executive/Solicitor to the Fund~~

Finance Director