

000456 | 23 -

In accordance with
Sections 859A and
859J of the Companies
Act 2006.

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

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

TUESDAY



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28/06/2022

#37

COMPANIES HOUSE

☒ **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 MR08.

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.**

For official use

1

Company details

Company number 1 3 9 1 7 8 6 9

Company name in full Barakah DFA Limited

→ **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 2 3 0 6 2 0 2 2

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 Mohammed Ameenuddin Durrani

Name Salma Farhath Khateeb Ahad

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.

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	Nusrat Baig
Company name	WLS Solicitors
Address	5 London Road
	Twyford
Post town	Reading
County/Region	Berks
Postcode	R G 1 0 9 E H
Country	United Kingdom
DX	
Telephone	0118 982 8800

**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 or email 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

MR01

Particulars of a charge

4

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

31 Edgehill Street, Reading, Berks, RG1 2PU

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

6

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

8

Trustee statement ¹

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.

☐

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

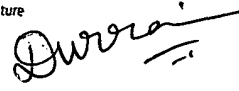
9

Signature

Please sign the form here.

Signature

Signature

X  X

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

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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

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.

WE HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL LIAISON
THIS 23 DAY OF June 2022

WLS Solicitors Limited
5 London Road, Twickenham, Surrey TW9 1EH

WLS Solicitors

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.

1	Title number(s) of the property:
2	Property: 31 Edgehill Street, Reading, Berks, RG1 2PU
3	Date: 23rd June 2022
4	<p>Borrower:</p> <p>Barakah DFA Ltd</p> <p><u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 13917869</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:</p> <p>MOHAMMED AMEENUDDIN DURRANI & SALMA FARHATH KHATEEB AHAD</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>

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.

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.

6 Lender's intended address(es) for service for entry in the register:

MOHAMMED AMEENUDDIN DURRANI
333, LONDON ROAD, READING RG1 3NZ &
ma.durrani@gmail.com

SALMA FARHATH KHATEEB AHAD
333, LONDON ROAD, READING RG1 3NZ

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:

No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the Charge dated 23/06/2022 in favour of Mohammed Ameenuddin Durrani & Salma Farhath Khateeb Ahad referred to in the Charges Register or their conveyancer.

9 Additional provisions

1. RECITALS

1.1. The Borrower acknowledges that he owns the Lender the principal sum with full title guarantee charges by way of Legal Mortgage the Property together with all fixtures and fittings thereon with the payment to the Lender of all such sums of money liabilities and other payments that become payable under this Legal Charge

1.2. The Clauses set out in the following pages are incorporated in this Legal Charge

2. DEFINITIONS AND INTERPRETATION

2.1. In these clauses "the Charge" means the particulars of this Legal Charge or other document in which these clauses are incorporated

2.2. In these Clauses and in the Charge:-

a) "The Borrower" and "the Lender" include their respective successors in title and assigns

b) "Disposition" means "conveyance" and "disposition" as defined by Section 205(1) (ii) of the act

c) "The Principal Sum" means the amount of £324,800.00 (Three Hundred Twenty-Four Thousand Eight Hundred Pounds) plus any further advance(s) made to the Borrower.

d) "the Property" means the Freehold property known as 31 Edgehill

WE HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL DATED
THIS 23 DAY OF JUNE 2022

WLS Solicitors Limited incorporating Actavis Solicitors Limited
5 London Road, Tapford RG10 9EH

WLS Solicitors

Street, Reading, Berks, RG1 2PU

e) "The Total Debt" means the aggregate of the monies outstanding for the time being on the security of the Charge to include the Principal Sum, Interest and any further advances made to the Borrower.

f) "Year" means the period from and including 1st January to 31st December and "month" means calendar month.

g) "Person" includes company and corporation; words importing the masculine gender only and the singular number only include the feminine gender and the plural number respectively and vice-versa

h) Where two or more persons constitute the Borrower all covenants contained or implied herein shall take effect as joint and several covenants by such persons respectively.

i) "The act" means the Law of Property act 1925 and references to any Act of Parliament include references to such act as amended and re-enacted

3. CONVENANTS TO PAY

The Borrower covenants with the Lender:-

3.1. To pay the total sum of £324,800.00 (Three Hundred Twenty-Four Thousand Eight Hundred Pounds) to the Lender towards the repayment of the Total Debt within twenty-five years from 23 June 2022

3.2. To pay to the Lender such further sums as shall under the provisions of these clauses become due from the Borrower to the Lender

3.3. That if on the realisation of the security by the Lender the net proceeds of sale shall be insufficient to discharge the Total Debt the Borrower will immediately pay to the Lender the amount of any such deficiency together with interest at the Interest Rate for each day accrued up to the date of payment

4. BORROWER'S OBLIGATION

The Borrower covenants with the Lender that at all times during the continuance of this security the Borrower will:-

4.1. Registration

Not cause or permit any person to be registered under the Land Registration Act 2002 as the proprietor of the Property or any part of it without the Lenders written consent and if the Lender shall enter any caution against such registration the costs thereby incurred by the Lender shall be deemed to have been properly incurred as mortgage

4.2. Dispositions

Not without Lenders written consent make any Disposition of the Property or any part of it or create any mortgage charge or rent charge (save a mortgage or charge in favour of the Lender) and

4.3. Costs

Pay to the Lender all expenses costs charges and monies incurred or expended by the Lender under this Legal Charge within seven days of demand and all such expenses costs charges and monies not so repaid shall be added to and will form part of the Total Debt

WE HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL DATED
THIS: 22 DAY OF June 2022

WLS Solicitors Limited incorporating Actavis Solicitors Limited
5 London Road, Tapford RG10 0EH



5. ENFORCEMENT

5.1. No Leasing

The Borrower shall not be entitled to exercise any powers of leasing agreeing to lease or accepting surrenders of leases given by any statute in that behalf or otherwise nor shall the Borrower vary or waive the terms of any lease or consent to any assignment or subletting of any lease except with the Lender's written consent

5.2. Consolidation

Section 93 of the Act (restricting the right of consolidation) shall not apply to the Charge

5.3. Events of Default and Receivers

Section 103 of the Act shall not apply to the Charge which becomes enforceable and the statutory powers of sale and of appointing a receiver (who shall at all times be the agent of the Borrower) shall become immediately exercisable by the Lender after the happening of any of the following events:-

5.3.1. If the Lender calls for repayment of the Total Debt which for the avoidance of doubt it shall be entitled to do at any time at its entire discretion

5.3.2. If the Borrower defaults in repayment of the Principal Sum for a period in excess of fourteen days after the Repayment Date

5.3.3. If the Borrower defaults in the observance or performance of any of his covenants or obligations (other than the covenants for payment of the Principal Sum) and fails after service upon the Borrower of notice requiring such default to be remedied (where possible) to remedy the same within the period prescribed by such notice (being in the case of non-repair a reasonable period for carrying out any necessary repairs and in any other case not less than seven days)

5.3.4. If any distress or execution is levied upon the Borrower or the Property

5.3.5. If the Borrower ceases to use the Property for residential purposes

5.3.6. If a receiver of the Property or the activities carried on there by the Borrower shall be appointed

5.3.7. If the Borrower is an individual and there is "an individual Insolvency Event" which shall mean in relation to an individual that:-

a) An application is made for an interim order or a proposal is made for a voluntary arrangement under part VIII of the Insolvency Act or

b) A bankruptcy petition is presented to the Court or his circumstances are such that a bankruptcy petition could be presented under part IX of the Insolvency Act or

c) He enters into a deed of arrangement

5.4. The Lender shall not be entitled to exercise the statutory powers of sale or of appointing a receiver in any of the aforesaid events unless the Lender shall first give to the Borrower written notice of its intention to exercise such powers

5.5. Payment

WE HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL DATED
THIS 23rd DAY OF 26/2/2022

WLS Solicitors Limited incorporating Actless Solicitors Limited
5 London Road, Twickenham TW9 1EH



In the event of this security becoming enforceable and of the Lender becoming entitled to exercise its powers of sale or of appointing a receiver under the foregoing provisions the Principal Sum and other monies hereby secured shall become immediately repayable and shall be paid by the Borrower to the Lender on demand

5.6. Powers

Any receiver appointed by the Lender shall in addition to the statutory powers conferred upon receivers by Section 109 of the Act have power

- a) To carry on at the Property as agent for the Borrower any business or activities previously carried on by the Borrower at the Property and
- b) To exercise any power of leasing which the Lender could have exercised if it were a mortgagee in possession
- c) To sell the Property (as the agent of the Borrower) for the purpose of realising this security

5.7. Section 109 of the Act applies to the Charge as if the words "not exceeding five per centum on the gross amount of all money received" were omitted from sub-section (6) and as if sub-section (8) (iv) read "in payment of the moneys (whether for interest or otherwise) in arrear or accruing due under the Charge"

6. REPAYMENT

The Borrower covenants with the Lender that at all times during the continuance of this security the Borrower will :-

6.1. make payments of £750 per month during the time the borrower receives rental income, payment commencing one month after the after the loan commencement date

6.3 THE Total Debt shall become payable immediately:-

6.3.1 If any of the events specified in Clause 5.3 happen; or

6.3.2 If the Borrower dies; or

6.3.3 If the Borrower commits any act of bankruptcy or enters into any composition or arrangement with or for the benefit of his creditors or (being a company) having an order made or resolution passed for winding-up or a receiver appointed for its debentures or debenture stock holders; or

6.3.3 The Property or any part thereof being compulsory acquired or requisitioned

8. AFTER TAKING POSSESSION

ON or after taking possession of the Property the Lender may:-

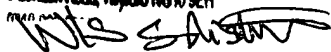
8.1. Chattels

As agent of the Borrower and at the Borrower's expense remove store sell or otherwise deal with any furniture goods or livestock which the Borrower fails or refuses to move and the Lender shall not be liable for any loss or damage thereby occasioned to the Borrower but this provision shall not operate so as to constitute the charge for a bill of sale

At any time after taking possession of the Property or appointing a receiver the Lender may give up possession or remove the receiver on giving notice to the Borrower

WE HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL DATED
THIS 23 DAY OF 06/ 2022

WLS Solicitors Limited incorporating Actone Solicitors Limited
5 London Road, Farnham RG10 9EH



9. REDEMPTION

THE Borrower may at any time redeem the Charge by paying to the Lender:-

9.1. The Principal sum; and

9.2. Any other money owing by the Borrower to the Lender secured by the Charge; and

9.3. The Lender's costs of discharging the Charge

10. COSTS

THE Lender shall be entitled to the costs of and in connection with and in contemplation of:

10.1.1. All legal proceedings

10.1.2. All other costs and expenses incurred or paid by the Lender in connection with the Charge

10.1.3. The recovery of monies due under it

10.1.4. The protection or enforcement of this security

10.2. Any assessment of the Lender's legal costs charges and expenses shall be on an indemnity basis

11. ATTORNEY

THE Borrower hereby irrevocably appoints the Lender and any agent or servant of the Lender appointed for such purpose from time to time as the Attorney of the Borrower to sign execute and do in the name of the Borrower all such deeds documents acts and things necessary or desirable to preserve or renew any licence or certificate held in connection with the Property or the business or activities carried on thereat and no person dealing with any such Attorney shall be concerned to enquire into the efficacy of such power the necessity for any acts done pursuant thereto or the validity of any document executed thereunder or whether there remains any money due under this security

THE BORROWER CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT
THIS 23 DAY OF 06.1.2022

WLS Solicitors Limited incorporating Adams Solicitors Limited
5 London Road, Twyford RG10 9EH

WLS Solicitors

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.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

10 Execution

Executed as a deed by
BARAKAH DFA LIMITED
acting by a director

Dura

Director

In the presence of

Witness signature:

Name:

Address:

Occupation:

Nusrat Baig
NUSRAT BAIG
5 LONDON ROAD
TWYFORD
RG10 9EH
SOLICITOR

Executed as a deed by
MOHAMMED AMEENUDDIN DURRANI

In the presence of

Witness signature:

Name:

Address:

Occupation:

Executed as a deed by
SALMA FARHATH KHATEEB

In the presence of

Witness signature:

Name:

Address:

Occupation:

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.

© Crown copyright (ref: LR/HO) 06/19

WE HEREBY CERTIFY THAT
THIS IS A TRUE AND CORRECT
COPY OF THE ORIGINAL DATED
THIS 23 DAY OF 06/22

WLS Solicitors Inc
Ackers Solicitors Ltd
5, London Road, Twyford RG10 9EH
0118 9828800

[Handwritten signature]



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 13917869

Charge code: 1391 786 9 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd June 2022 and created by BARAKAH DFA LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th June 2022 .

Given at Companies House, Cardiff on 30th June 2022



Companies House



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