

Statement of Tasadaq Mahmood Ahmed

I am currently the premises licence holder and DPS of Premier Hurst Cross, 187-193 Kings Road, Ashton under Lyne. In October 2020 I entered into a business arrangement with Mr Adil Khurshid, whom I believed was the owner of the business and he informed me that his uncle was the property owner. Mr Khurshid was at the time the Premises licence holder and Designated Premises Supervisor for Premier Hurst Cross. I was new to this type of retail and it was agreed that I would learn the trade under the guidance of Mr Khurshid before I took control of the business. At this time I had no reason to doubt Mr Khurshid's credibility and trusted him completely.

Mr Adil Khurshid remained the DPS and Premises license holder on the licence and it was an arrangement that worked well. No other persons were involved in the running of the business. On occasions Mr Khurshid would visit the premises with a man called Mr Ayub and a second person who was called Ash, I now know this man to be Mr Mushtaq, both men were identified as close friends to Adil. They would often go into the premises' back office or just stand around on the shop floor talking. I got to know both men and they seemed okay, at the time to my knowledge, they did not enter the counter area or post office situated in the premises. On some occasions Mr Ayub bought trays of bread, which he said Adil had asked him to do. In general my time in the shop was between 1400 hrs until closing time. Mrs Gill Price is a member of staff who works during the daytime, she opens the shop in the morning and is an experienced member of staff who also possesses a licensing qualification.

In February 2021 my family suffered a bereavement in Pakistan, I was required at short notice to leave the country. I left the business in the hands of Mr Khurshid and no one else. I returned to the country after 3 to 4 weeks. Everything seemed to appear in order on my return and I continued our arrangement.

Shortly after my return, Hassan, our postmaster, alerted me to a document which had been delivered to the premises. It was a new premises licence for Hurst Cross. I was shocked to see that Mr Ayub's name now appeared as premises licence holder. I didn't understand this as Mr Ayub to my knowledge had no involvement with the running of the premises. Immediately I went to Adil's house. Adil denied any knowledge of this and stated that Mr Ayub must have done this by fraud and used Mr Khurshid's signature to consent to this whilst he was away in Pakistan.

I said to Mr Khurshid that if this was the case then it needed changing and I was now taking a lead in running the business and the Premises licence should be transferred into my name. I also said that it was time for me to get my personal licence and have a greater understanding of the regulations for licensing sales. Mr Khurshid said that he always used a licensing consultant called Tony Dales who was a long term family friend.

I insisted there and then Mr Khurshid rang Tony and got the licence sorted. In my presence Adil contacted Tony. I heard Adil say that he required Tony to transfer the Hurst Cross licence into my name and to get my personal licence. The phone was not on loudspeaker so I didn't hear what Tony was saying. Mr Khurshid told Tony that Ayub was a worker at the shop and he had become premises licence holder whilst he was away in Pakistan. He did not say anything about Mr Ayub committing a fraud. Tony must have asked Adil about getting consent from Mr Ayub as Adil said that Mr Ayub would give consent but he was no longer at the shop.

At this time I left this matter with Adil and Tony to resolve. Adil told me that Tony would sort it out and that the fee was £175.00, which I would need to pay. I eventually received an invoice from Tony for £175.00 which I paid.

At this stage I wasn't aware of any issues with Mr Ayub. Tony only contacted me regarding arrangements for me obtaining the personal licence qualification and getting my personal licence. Mr Dales was very helpful and provided me with additional training prior to me attending the course and exam. The fee for his services was £400.00. I received an invoice, which to my knowledge arrived and was paid for after I was informed that I was the new premises licence holder and a premises licence with my name as premises licence holder arrived.

All appeared well until the morning of 25th May 2021 when I received a text from Gill Price that Ash (Mr Mushtaq) and some men were at the premises threatening and demanding the shop fob keys. I contacted Adil and picked him up and immediately travelled to the premises with him. When we arrived Gill Price informed me that the men had left and taken the shop keys with them. I was concerned and worried that having the keys the men would return and gain entry to my shop. I then rang the police. On their arrival I explained the situation and provided proof that I was the premises licence holder. The police left and later contacted me to say they had met with Ash (Mr Mushtaq) and taken possession of the keys. They would contact Tameside licensing and once they established ownership they would return the keys to me. To date I have not received the keys and had to have a new set cut.

I questioned Adil as to why Ash and the others appeared at the shop and what right did they have to take the keys. He had previously told me that he was setting up a warehouse in Liverpool which would supply convenience stores. He told me that he had borrowed £39,000 for the Liverpool set up from Ash and that they wanted their money back. I did not know whether to believe him and was becoming very worried about my position at the shop.

A month later Mike Robinson from the council came to the shop. He informed me that there was a problem with our premises licence as the consent form had not been signed by Mr Ayub and he had complained to the council. This was a complete shock to me, I had left this matter with Adil to sort out with Tony Dales. Adil had told Tony that Ayub would consent to the transfer. I could not understand what was going on. Mr Robinson said he would inform me by letter of the situation and asked me to respond when it arrived. I did not receive any letter. I spoke to Tony Dales on this matter and it was obvious he had received the consent form with what he believed was Mr Ayub's signature. Mr Dales informed me that if Mr Ayub did not consent and if Adil had told him he would still have applied and let the council know that Mr Ayub did not consent, he could not understand why Mr Khurshid gave him the application without Mr Ayub's signature.

Since this time I have broken all contact with Mr Khurshid as I do not trust him. He has lied to me and others on numerous occasions during my time at Hurst cross. I have since found out that Mr Khurshid does not own any part of the business and he himself had no business lease agreement. I am now working with the shop owner Mrs Tahira Khan and have a lease for the business. I have produced the lease for your information.

Since the incidents with Mr Ayub, I have been the only person running the business at Hurst Cross. The licence is in my name and having recently obtained my personal licence I have become the DPS for the premises. With the assistance of Tony Dales, I have received Due Diligence Training in my role as DPS. All my staff have received updated training.

I have also produced evidence as requested proving my financial involvement in the day to day running of the premises. I am trying to run the business in a responsible way and I would ask that the licensing committee bear this in mind when making a decision in regards to the license. I understand now the application submitted to Tony by Adil was not with Mr Ayub's signature however I did not take any part in the submission of this application. I only paid the fee for what I was told was a valid

application. I would therefore like the opportunity to either put the proper application in place or for the committee to allow me to remain Premises licence holder as Mr Ayub does not have any involvement in the business. I have a considerable number of costs in running this business from bills to staff wages and the removal or suspension of the alcohol license will have a considerable impact on sales and my ability to run the business successfully. I understand the committee needs to investigate what has happened but I feel I should not have to suffer for Mr Khurshid's actions. I feel I am also a victim and this has caused me a considerable amount of stress. I just wish to run the business as a responsible owner.

Signed



Tasadaq Mehmood Ahmed

Dated 29th October 2021

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M14 7LU

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22 July 2021

Our Ref: 01514/QA

Dear Sirs,

RE: Mr. Tasdaq Mehmood Ahmad- Lease Matter

We write further to the above matter. We confirm that the lease for the above property was completed today. Our client attended our office to collect the original lease signed by the Landlord for his use and record.

We trust you would not hesitate to contact us if you require further assistance.

Yours faithfully



Hazelhurst Solicitors.

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Please quote our reference in ALL correspondence and telephone calls

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(b) install and construct Service Media at the Property to serve any part of the Building (whether or not such Service Media also serve the Property); and

(c) re-route any Service Media mentioned in this clause 4.1.2;

4.1.3 at any time during the term, the full and free right to develop any part of the Building (other than the Property or any part of the Building over which rights are expressly granted by this Lease) and the Landlord's Neighbouring Property and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit;

4.1.4 the right to erect scaffolding at the Property or the Building and attach it to any part of the Property or the Building in connection with any of the Reservations;

4.1.5 the right to attach any structure, fixture or fitting to the boundary of the Property in connection with any of the Reservations; and

4.1.6 the right to re-route and replace any Service Media over which the Rights mentioned in clause 3.1.2 are exercised.

notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them result in a reduction in the flow of light or air to the Property or loss of amenity for the Property provided that they do not materially adversely affect the use and enjoyment of the Property for the Permitted Use.

4.2 The Landlord reserves the right to enter the Property:

4.2.1 to repair, maintain, install, construct, re-route or replace any Service Media or structure relating to any of the Reservations;

4.2.2 to carry out any works to any other part of the Building; and

4.2.3 for any other purpose mentioned in or connected with:

(a) this Lease;

(b) the Reservations; and

(c) the Landlord's interest in the Property, the Building or the Landlord's Neighbouring Property.

4.3 The Reservations may be exercised by the Landlord and by anyone else who is or becomes

when that consent has been granted and in accordance with the terms of that consent.

3.8 In relation to the Right mentioned in clause 3.1.4, the Tenant shall:

3.8.1 except in case of emergency, give reasonable notice to the Landlord and the occupier of that part of the Building of its intention to exercise that Right;

3.8.2 where reasonably required by the Landlord or the occupier of the relevant part of the Building, exercise that Right only if accompanied by a representative of the Landlord and/or the tenant and/or the occupier of the relevant part of the Building;

3.8.3 cause as little damage as possible to the Building and to any property belonging to or used by the Landlord or the tenants or occupiers of the other part of the Building;

3.8.4 cause as little inconvenience as possible to the Landlord and the tenants and occupiers of the relevant part of the Building as is reasonably practicable; and

3.8.5 promptly make good (to the satisfaction of the Landlord) any damage caused to the Building (or to any property belonging to or used by the Landlord) by reason of the Tenant exercising that Right.

3.9 Except as mentioned in this clause 3, neither the grant of this Lease nor anything in it confers any right over any other part of the Building or any neighbouring property nor is to be taken to show that the Tenant may have any right over any such part of the Building or any neighbouring property, and section 62 of the Law of Property Act 1925 does not apply to this Lease.

4 Rights excepted and reserved

4.1 The following rights are excepted and reserved from this Lease to the Landlord for the benefit of the Building and the Landlord's Neighbouring Property and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the term:

4.1.1 rights of light, air, support and protection to the extent those rights are capable of being enjoyed at any time during the term;

4.1.2 the right to:

(a) use and connect into Service Media at, but not forming part of, the Property which are in existence at the date of this Lease or which are installed or constructed during the Contractual Term;

2.3.4 all other sums due under this Lease.

3 Ancillary rights

3.1 The Landlord grants the Tenant the following rights (the Rights):

3.1.1 the right of support and protection from those parts of the Building that afford support and protection for the Property at the date of this Lease and to the extent that such support and protection exists at the date of this Lease;

3.1.2 the right to use and to connect into any Service Media at the Building that belong to the Landlord and serve (but do not form part of) the Property which are in existence at the date of this Lease or are installed or constructed during the Contractual Term;

3.1.3 the right to attach any item to any part of the Building adjoining the Property so far as is reasonably necessary to carry out any works to the Property required or permitted by this Lease;

3.1.4 the right to enter any part of the Building that adjoins the Property so far as is reasonably necessary to carry out any works to the Property required or permitted by this Lease.

3.2 The Rights are granted in common with the Landlord and any other person authorised by the Landlord.

3.3 The Rights are granted subject to the Third Party Rights and the Tenant shall not exercise any of the Rights so as to interfere with any Third Party Right.

3.4 The Tenant shall exercise the Rights only in connection with its use of the Property for the Permitted Use.

3.5 The Tenant shall comply with all laws relating to its use of any part of the Building pursuant to the Rights.

3.6 In relation to the Rights mentioned in clause 3.1.2, the Landlord may, at its discretion, re-route or replace within the Building any such Service Media and that Right shall then apply in relation to the Service Media as re-routed or replaced.

3.7 In relation to the Right mentioned in clause 3.1.3, where the Tenant requires the consent of the Landlord to carry out the works to the Property, the Tenant may only exercise that Right

notices, codes of practice and guidance made under it.

- 1.14 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.15 Unless the context otherwise requires, any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.16 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.17 A reference to writing or written does not include fax or email.
- 1.18 Unless the context otherwise requires, references to clauses and Schedules are to the clauses and Schedules of this Lease and references to paragraphs are to paragraphs of the relevant Schedule.
- 1.19 Clause, Schedule and paragraph headings shall not affect the interpretation of this Lease.
- 1.20 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.21 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

2 Grant

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Contractual Term and for avoidance of doubt does not include the first-floor apartments/flats.
- 2.2 The grant is made together with the ancillary rights set out in clause 3, excepting and reserving to the Landlord the rights set out in clause 4, and subject to the Third-Party Rights.
- 2.3 The grant is made with the Tenant paying the following as rent to the Landlord:
- 2.3.1 the Annual Rent and all VAT in respect of it;
- 2.3.2 the Insurance Rent;
- 2.3.3 all interest payable under this Lease; and

- 1.2 A reference to this Lease, except a reference to the date of this Lease or to the grant of this Lease, is a reference to this deed and any deed, licence, consent, approval or other instrument supplemental to it.
- 1.3 A reference to the Landlord includes a reference to the person entitled to the immediate reversion to this Lease. A reference to the Tenant includes a reference to its successors in title and assigns. A reference to a guarantor is a reference to any guarantor of the tenant covenants of this Lease including a guarantor who has entered into an authorised guarantee agreement.
- 1.4 In relation to any payment, a reference to a fair proportion is to a fair proportion of the total amount payable, determined conclusively (except as to questions of law) by the Landlord.
- 1.5 The expressions landlord covenant and tenant covenant each has the meaning given to it by the Landlord and Tenant (Covenants) Act 1995.
- 1.6 Unless the context otherwise requires, references to the Building and the Property are to the whole and any part of it.
- 1.7 The expression neighbouring property does not include the Building.
- 1.8 A reference to the term is to the Contractual Term and statutory continuation of this Lease.
- 1.9 A reference to the end of the term is to the end of the term however it ends.
- 1.10 References to the consent of the Landlord are to the consent of the Landlord given in accordance with clause 39.5 and references to the approval of the Landlord are to the approval of the Landlord given in accordance with clause 39.6.
- 1.11 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.12 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.13 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders,

"Third Party Rights"	<p>100% of the cost of the common items and/or any other ad hoc payments or costs incurred by the Landlord relating to the Building, including but not limited to the costs of repair to the roof and structure of the Building.</p> <p>all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this Lease in the property register and of the charges register of title number GM570384.</p>
"VAT"	<p>value added tax chargeable under the VATA 1994 and any similar replacement tax and any similar additional tax.</p>
"VATA 1994"	<p>Value Added Tax Act 1994.</p>

(e) the doors and windows within the interior, and the exterior front door and window and their frames and fittings;

(f) the maintenance door and shop front,

but excluding:

(g) all Service Media within that part of the Building but which do not exclusively serve that part of the Building; and

(h) the roof and foundations of the Property and all external and load bearing walls, columns, beams, joists, slabs and supports of the Property.

(i) The first floor flats.

"Recommendation Report"	a report as defined in regulation 4 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).
"Rent Commencement Date"	1 st July 2021
"Review Date"	Every third anniversary of the lease.
"Rent Payment Dates"	1 st of every month.
"Reservations"	all of the rights excepted, reserved and granted to the Landlord by this Lease.
"Service Media"	all media for the supply or removal of heat, electricity, gas, water, sewage, air-conditioning (if any), energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.
"Tenant's Proportion"	70% of the Landlord's buildings insurance and other

	against from time to time and Insured Risk means any one of the Insured Risks.
"Interest Rate"	the base rate from time to time of Lloyds Bank plc (or such other bank as the Landlord decides from time to time, or if that base rate stops being used or published then a comparable commercial rate reasonably determined by the Landlord.
"Landlord's Neighbouring Property"	each and every part of the building which is not demised to the Tenant in which the Landlord has an Interest.
"LTA 1954"	Landlord and Tenant Act 1954.
"Permitted Use"	Use as retail shop and permitted subletting as a car wash;
"Plan 1"	the plan attached to this Lease marked "Plan 1".
"Plan 2"	the plan attached to this Lease marked "Plan 2".
"Property"	<p>Ground Floor and yard 187-193 Kings Road, Ashton Under Lyne, OL6 8HD as shown [] on Plan 1 bounded by and including:</p> <ul style="list-style-type: none"> (a) the floorboards; (b) the ceiling plaster; (c) the interior finishes and plasterboard of exterior walls and columns; (d) one half of the thickness of any shared interior walls;

accordance with regulation 22 of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

"Energy Performance Certificate"

a certificate as defined in regulation 2(1) of the Energy Performance of Buildings (England and Wales) Regulations 2012 (SI 2012/3118).

"Insurance Rent"

the aggregate in each year of:

(a) Tenant's Proportion (70%) of the gross cost of the premium before any discount or commission for the insurance of the Building, other than any plate glass, for its full reinstatement cost (taking inflation of building costs into account) against loss or damage by or in consequence of the Insured Risks, including costs of demolition, site clearance, site protection and shoring up; professional and statutory fees and incidental expenses, the cost of any work which may be required under any law and VAT in respect of those costs, fees and expenses, and public liability insurance in relation to the Landlord's interest in the Building;

(b) the gross cost of the premium before any discount or commission for insurance for loss of Annual Rent from the Property for three years; and

(c) insurance premium tax payable on the above.

"Insured Risks"

means fire, explosion, lightning, earthquake, storm, flood, bursting and overflowing of water tanks, apparatus or pipes, impact by aircraft and articles dropped from them, impact by vehicles, subsidence, ground slip, heave, rot, civil commotion and any other risks against which the Landlord decides to insure

to in the Insolvent Partnerships Order 1994 (SI 1994/2421) (as amended), and a limited liability partnership (as defined in the Limited Liability Partnerships Act 2000) subject to the modifications referred to in the Limited Liability Partnerships Regulations 2001 (SI 2001/1090) (as amended).

Act of insolvency includes any analogous proceedings or events that may be taken pursuant to the legislation of another jurisdiction in relation to a tenant or guarantor incorporated or domiciled in such relevant jurisdiction.

"Annual Rent"	rent at an initial rate of £30,000 per annum and then as revised pursuant to this Lease and any interim rent determined under the LTA 1954.
"Building"	The building known as 187-189 Kings Road, Ashton-Under-Lyne, OL8 8HD, being the property comprised in Land Registry number WY134847 and shown edged in blue on Plan 2.
"CDM Regulations"	the Construction (Design and Management) Regulations 2015 (SI 2015/51).
"Contractual Term"	a term of seven years beginning on, and including the date of this Lease and ending on, and including 1 st July 2028
"Default Interest Rate"	4% per annum above the Interest Rate.
"Energy Assessor"	an individual who is a member of an accreditation scheme approved by the Secretary of State in.

- (d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Tenant or any guarantor;
- (e) the commencement of a voluntary winding-up in respect of the Tenant or any guarantor, except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;
- (f) the making of a petition for a winding-up order or a winding-up order in respect of the Tenant or any guarantor;
- (g) the striking-off of the Tenant or any guarantor from the Register of Companies or the making of an application for the Tenant or any guarantor to be struck-off;
- (h) the Tenant or any guarantor otherwise ceasing to exist (but excluding where the Tenant or any guarantor dies);
- (i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or any guarantor; or
- (j) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Tenant's assets.

The paragraphs above shall apply in relation to a partnership or limited partnership (as defined in the Partnership Act 1890 and the Limited Partnerships Act 1907 respectively) subject to the modifications referred

THIS LEASE is made on 22nd July 2021

BETWEEN:

- (1) Tahira Farooq Khan and Yasmeen Khan of 187-193 Kings Road, Ashton-Under-Lyne, OL6 8HD and of [REDACTED] (the "Landlord").
- (2) Tasdaq Mehmood Ahmad of [REDACTED] T/a Higher Hurst Post Office (the "Tenant"),

IT IS AGREED as follows:

1 Interpretation

The following definitions and rules of interpretation apply in this Lease.

1.1 Definitions:

"Act of Insolvency"

- (a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or any guarantor;
- (b) the making of an application for an administration order or the making of an administration order in relation to the Tenant or any guarantor;
- (c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Tenant or any guarantor;

Dated 22/07/ 2021

(1) Tahira Farooq Khan & Yasmeen Khan

and

(2) Tasaddaq Mahmood Ahmad trading as Higher Hurst Post Office

LEASE

relating to
Ground Floor 187-193 Kings Road,
Ashton Under Lyne, OL6 8HD