

## Registration of a Charge

Company Name: BALKAR & SONS LIMITED

Company Number: 06831699



XC2F2YCY

Received for filing in Electronic Format on the: 28/04/2023

### **Details of Charge**

Date of creation: 27/04/2023

Charge code: 0683 1699 0003

Persons entitled: SHAWBROOK BANK LIMITED

Brief description: FREEHOLD PROPERTY KNOWN AS 171 OSCOTT SCHOOL LANE,

BIRMINGHAM, WEST MIDLANDS, B44 9EL, BEING ALL OF THE LAND AND BUILDINGS IN TITLE WM335610, INCLUDING ALL BUILDINGS, FIXTURES AND FITTINGS, THE RELATED RIGHTS AND THE GOODWILL.

Contains fixed charge(s).

Contains negative pledge.

### **Authentication of Form**

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

### Authentication of Instrument

Certification statement: I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED

AS PART OF THIS APPLICATION FOR REGISTRATION IS A

CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by: PURE LAW



# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6831699

Charge code: 0683 1699 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th April 2023 and created by BALKAR & SONS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th April 2023.

Given at Companies House, Cardiff on 28th April 2023

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





### Charge given by a corporate (England and Wales) - Full recourse

Borrower:	Balkar & Sons Limited - 06831699 - 20 Newton Road, Birmingham, B43 6BN		
Mortgagor:	Balkar & Sons Limited - 06831699 - 20 Newton Road, Birmingham, B43 6BN		
Lender:	Shawbrook Bank Limited Lutea House Warley Hill Business Park The Drive Brentwood Essex CM13 3BE (registered in England and Wales number: 388466)		
The Property:	Description	Class of Title	Title Number
1.	171 Oscott School Lane, Birmingham, West Midlands, B44 9EL and as more particularly described at the Land Registry: 171 Oscott School Lane, Birmingham (B44 9EL)	Freehold Title Absolute	WM335610

1. By THIS DEED of LEGAL CHARGE, dated 27th April 2023

The Mortgagor charges with full title guarantee and as a continuing security:-

- (a) the Property described above by way of legal mortgage; and
- (b) the Related Rights and the goodwill of any business conducted from the Property by way of fixed charge,

with the payment and discharge of:

- (i) all monies now or at any time due, owing or payable in any manner whatsoever to the Lender from the person or persons named above as Borrower whether actually or contingently and whether solely or jointly with one or more persons and whether as a borrower or a mortgagor or a guarantor or in any other capacity and including, without limitation, all sums due and payable under any Loan Agreement now or at any time made between the Lender and the Borrower; and
- (ii) all costs, charges and expenses incurred by the Lender in connection with the preservation, protection or enforcement of the Lender's rights and interests under this Charge.
- To the extent not validly and effectively charged by way of legal mortgage pursuant to Clause 1, the Mortgagor charges by way of fixed charge any and all of its present and future rights, title and interest in the Property with the payment and discharge of the matters referred to in clause 1(i) and (ii).
- 3. This Charge is made for securing further advances although the Lender is not, as at the date of this Charge, obliged to make any further advances.
- 4. The Mortgagor applies to the Chief Land Registrar to enter the following restriction in the Proprietorship Register of Property:

"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 [27/4/23] in favour of Shawbrook Bank Limited referred to in the charges register".

5. This Charge is granted by the Mortgagor to the Lender on the Shawbrook Bank Limited Commercial Mortgage Terms and Conditions (08/05/2020) ("Terms and Conditions") which are hereby incorporated into this Charge and the Mortgagor agrees to those Terms and Conditions as subsequently amended, supplemented and/or varied from time to time.

THIS CHARGE has been executed as a deed on the date written on the first page of this Charge.

### **EXECUTION PAGE**

#### **WARNING:**

THIS IS AN IMPORTANT LEGAL DOCUMENT. YOUR PROPERTY IS AT RISK IF PAYMENTS ARE NOT MADE TO THE LENDER WHEN DUE, OR IF THERE IS SOME OTHER TERMINATION EVENT, IN ACCORDANCE WITH THE TERMS OF THIS DOCUMENT. YOU SHOULD CONSIDER TAKING INDEPENDENT LEGAL ADVICE FROM A SOLICITOR BEFORE YOU SIGN THIS CHARGE DEED.

Mortgagor EXECUTED AS A DEED by

Balkar & Sons Limited acting by Bakhshish Singh, a director:

(Director signature)

in the presence of:

Witness:	Show Row	
	(signature of witness)	
Name:	SHBM CAL	
	(block capitals)	
Address:	18 Watsun Roud	
	wednesbury	
	WS 10 83L	

Lender Signed by Shawbrook Bank Limited acting by its attorney

Nicholas Hayes Splicitor Pare Law LLP Pare Law LLP Arcadia House Arcadia House Warley Hill Business Park Warley Hill Business Park The Drive, Brentwood, CM13 3BE