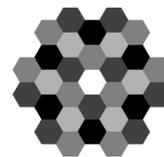


The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



# Official copy of register of title

Title number SGL674556

Edition date 19.09.2016

This official copy shows the entries on the register of title on 25 JUN 2018 at 14:32:18.

This date must be quoted as the "search from date" in any official search application based on this copy.

The date at the beginning of an entry is the date on which the entry was made in the register.

Issued on 25 Jun 2018.

Under s.67 of the Land Registration Act 2002, this copy is admissible in evidence to the same extent as the original.

This title is dealt with by HM Land Registry, Croydon Office.

## A: Property Register

This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

CROYDON

- 1 (13.06.2006) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Croydon Park Hotel, 7 Altyre Road, Croydon (CR9 5AA).
- 2 (13.06.2006) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
 Date : 7 April 2006  
 Term : 25 years from 7 April 2006  
 Parties : (1) The Croydon Hotel & Leisure Company Limited  
 (2) Kasterlee UK Limited
- 3 (13.06.2006) There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
- 4 (13.06.2006) The land has the benefit of the following rights reserved by the Deed of Transfer and surrender dated 10 January 1997 referred to in the Charges Register:-  
  
 "The Hotel Company for itself; its successors in title; and its mortgagees tenants and licensees EXCEPTS AND RESERVES for the duration of the Perpetuity Period the following rights and easements:-  
  
 4.3.1 the right to make connection with the Soakaway and any inspection chamber and use or increase the use of the same (provided such increase in use is within the capacity of the Soakaway and any inspection chamber) all costs and expenses in connection with the same to be borne by the Hotel Company;  
  
 4.3.2 to build on near or over the Soakaway and the inspection chamber any addition extension or redevelopment of The Hotel Company's building subject to all necessary planning consent and building regulation consent being first obtained  
  
 4.3.3. to divert replace or relay the Soakaway and the inspection

## A: Property Register continued

chamber upon reasonable notice being given to the Council and subject to the Hotel Company bearing all costs and expenses in connection with the same;

4.3.4 the right upon reasonable notice to enter the Premises and the Yellow land to exercise any of the rights set out above subject to making good as soon as reasonably practicable at The Hotel Company's own cost any damage caused thereby;

4.3.5 the right at any time during the Perpetuity Period to rebuild alter to develop The Hotel Company's property provided that the Council shall be entitled compensation for any damage or disturbance caused by or suffered through any such rebuilding alteration or development."

NOTE: The yellow land referred to above adjoins the Southern and Eastern boundaries of the land in this title.

- 5 (13.06.2006) The land has the benefit of the rights reserved by but is subject to the rights granted by a Transfer of the land edged and numbered 1 and 2 in blue on the title plan dated 31 March 2003 made between (1) The Croydon Hotel & Leisure Company Limited (Transferors) and (2) Evazza Holdings Limited (Transferee):-

-NOTE: Original filed under SGL644518.

- 6 (13.06.2006) By a Deed dated 18 May 2004 made between (1) The Croydon Hotel and Leisure Company Limited and (2) Plumdean Limited Register the rights granted and reserved by the Transfer dated 31 March 2003 referred to above have been modified.

-NOTE: Copy filed under SGL644518.

- 7 (13.06.2006) The landlord's title is registered.

- 8 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.

- 9 (02.09.2008) As to the part edged and lettered X in green on the title plan Lease determined. Register closed

- 10 (02.09.2008) By a Deed dated 15 July 2008 made between (1) Kasterlee UK Limited (2) The Croydon Hotel & Leisure Company Limited and (3) Kasterlee Limited the terms of the registered lease were varied.

NOTE 1: The proprietor of the registered charge dated 20 April 2006 of the landlords title number SGL573066 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

-NOTE 2: Copy Deed filed.

## B: Proprietorship Register

This register specifies the class of title and identifies the owner. It contains any entries that affect the right of disposal.

### Title absolute

- 1 (13.06.2006) PROPRIETOR: KASTERLEE UK LIMITED (Co. Regn. No. 569910) of Croydon Park Hotel, 7 Altyre Road, Croydon CR9 5AA.
- 2 (19.09.2016) RESTRICTION: 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 6 May 2016 in favour of The Governor and Company of the Bank of Ireland referred to in the Charges Register or their conveyancer.

## C: Charges Register

This register contains any charges and other matters that affect the land.

- 1 (13.06.2006) Two Conveyances together comprising the freehold estate in the land tinted blue on the title plan and other land dated 30 March 1896 and 5 November 1897 the first made between (1) Joseph Webster Prince and (2) John Bullers and second made between (1) Frederick Blackmore Etheridge and Jeffrey Edwards Michelmore and (2) the said John Bullers contain identical covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (13.06.2006) A Conveyance of the freehold estate in the land tinted pink on the title plan dated 28 January 1898 made between (1) Frederick Blackmore Etheridge and Jeffrey Edwards Michelmore (Vendors) and (2) Frederick George Miller (Purchaser) contains covenants details of which are set out in the Schedule of restrictive covenants hereto.
- 3 (13.06.2006) A Conveyance of the freehold estate in the land tinted brown on the title plan dated 20 December 1899 made between (1) Edmund John Saunders (Vendor) (2) Mary Courtenay Wells and (3) Albert Edward Becheley Crundall (Purchaser) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 4 (13.06.2006) A Conveyance of the freehold estate in the land tinted yellow on the title plan dated 12 November 1959 made between (1) The Church Commissioners for England (Commissioners) (2) Norman Neill Limited (Purchaser) and (3) Norman William Butler Neill and Barbara Mary Porter contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 5 (13.06.2006) The land is subject to the following rights granted by a Transfer of the land edged and numbered 3 in blue on the title plan dated 10 January 1997 made between (1) The Croydon Hotel & Leisure Company Limited (2) The Mayor and Burgesses of the London Borough of Croydon (3) Bargolane B.V. and (4) Banque Nationale De Paris PLC:-

"It is expressly agreed that the Council is hereby given:-

4.1.1. the right of access to the Hotel Company's Land for the purpose of inspecting repairing renewing and replacing all or any part of the retaining wall as is mentioned in Clause 11 of the Deed of Variation

4.1.2 the right to the drainage of surface water from the retaining wall to a soakaway or other means of drainage (hereinafter called "the Soakaway") on The Hotel Company's Land now constructed or to be constructed by The Hotel Company within 80 years from the date hereof ("the Perpetuity Period") and a right of access to The Hotel Company's Land (such right of access to exclude the Hotel and any extensions thereof) for the purpose of inspecting repairing renewing replacing all or any parts of the Soakaway and if required an inspection chamber (hereinafter called "Remedial Works")

PROVIDED THAT

(a) The Council shall from the date hereof for the Perpetuity Period maintain the Soakaway at the Council's own cost and expense;

(b) if within three months after service of a notice from The Hotel Company to the Council to conduct any Remedial Works to the Soakaway the Council shall have failed to commence and the proceeding expeditiously with the Remedial Works or if in the opinion of the surveyor appointed to act on behalf of The Hotel Company the Council is unlikely to have completed or has not completed the Remedial Works by the expiry of six months (or such shorter period in the case of emergency) after service of the notice The Hotel Company may effect the Remedial Works and the Council shall pay to The Hotel Company the proper and reasonable cost of doing so and all proper and reasonable expenses incurred (including, but not by way of limitation, solicitors costs and surveyors fees) within 28 days of written demand;

(c) prior to conducting Remedial Works the Council shall agree with The Hotel Company a programme or schedule of works and at the cost of the Council a schedule of condition shall be prepared which shall include in the Council's opinion all land and surrounding areas, drains roads,

## C: Charges Register continued

landscaping and the state and condition of the boundary or retaining wall adjacent to Fairfield Road (including the said wall's foundations and cladding (if any) which may be affected by the Remedial Works - and in the event of the programme or schedule of works not being agreed by the Council and The Hotel Company either the Council or The Hotel Company may at any time by written notice to the other require that the matter be referred to the determination of an independent surveyor to be agreed between the parties or failing any agreement to be chosen at the request of either party by the president or vice president for the time being of the Royal Institution of Chartered Surveyors and the reference to the said surveyor shall be deemed to be a submission to arbitration and subject to the provisions of the Arbitration Acts 1950 to 1996;

(d) save in cases of emergency Remedial Works shall only be conducted between the hours of 8 a.m and 6 p.m.;

(e) in conducting Remedial Works all plant machinery and equipment will be allowed access to The Hotel Company's Land via accessways first approved by The Hotel Company (such approval not to be unreasonably withheld or delayed) and the Remedial Works will be carried out in a manner so that access to and egress in from The Hotel Company's land is not impeded and with the minimum disturbance to The Hotel Company's guests visitors and staff and in such manner as not to interfere or damage The Hotel Company's business;

(f) at all times the Council shall ensure that all jack hammers, air compressors and other plant machinery and equipment used for the Remedial Works shall have the maximum sound proofing insulation reasonably available to the Council whilst in use and shall maintain all necessary public liability and other insurances;

PROVIDED FURTHER

(a) following the Remedial Works the Council shall procure that The Hotel Company's land is reinstated as soon as reasonably practicable to the reasonable satisfaction of The Hotel Company; and

(b) The Council shall at all times indemnify The Hotel Company and its successors in title against all costs claims expenses liability damages or claims in respect of the Soakaway and any Remedial Works.

4.1.3 The right of support for the said retaining wall and the foundations thereof from The Hotel Company's land."

NOTE: The Hotel Company's land referred to above is the land remaining in this title.

6 (19.09.2016) REGISTERED CHARGE contained in a Deed of Accession and Charge dated 6 May 2016.

-NOTE: Copy Principal Deed filed.

7 (19.09.2016) Proprietor: THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND (incorporated in Ireland) (UK Regn. No. FC007248) of Corporate Banking, Bow Bells House, 1 Bread Street, London EC4M 9BE.

8 (19.09.2016) The proprietor of the Charge dated 6 May 2016 referred to above is under an obligation to make further advances. These advances will have priority to the extent afforded by section 49(3) Land Registration Act 2002.

## Schedule of restrictive covenants

1 The following are details of the covenants contained in the Conveyances dated 30 March 1896 and 5 November 1897 referred to in the Charges Register:-

"AND the said John Bullers doth hereby for himself his heirs executors administrators and assigns covenants with the said Joseph Webster Prince his heirs and assigns that he the said John Bullers his heirs and assigns will forthwith make and forever afterwards maintain at his

## Schedule of restrictive covenants continued

and their own expense a good close boundary fence not less than six feet high on the the sides of the land marked T on the said plan AND also that he and they will not make any bricks or tiles on the property nor burn any clay or lime thereon. And also that he and they will not remove any chalk earth clay gravel or sand from the property except what may be removed in excavating for foundations And also that he and they will not do or permit or suffer to be done on the property anything which shall be or become a nuisance or annoyance to the said Joseph Webster Prince his heirs or assigns or the owners or occupiers for the time being of any adjoining or neighbouring property And also that he and they will not use the property or any part thereof as a way to any adjoining land And also that he and they will not erect on the said piece of land more than one detached private messuage or dwellinghouse with necessary outbuildings and offices such messuage or dwellinghouse to be of not less value than Six hundred pounds prime cost excluding from the prime cost the cost or value of the site and of internal fittings and fixtures usually known as Tenants' fixtures And also that the situation of the said mesuage or dwellinghouse and the outbuildings and offices shall be subject to the approval of the said Joseph Webster Prince his heirs and assigns or his or their Surveyor And also that no trade or manufacture shall be carried on upon the property nor shall any stabling be erected on the property nor shall any buildings or erections be put up nearer to Hazeldean Road than the Building Line shown on the said plan And also that until Hazeldean Road and the sewers and drains therein shall be adopted by the Corporation of Croydon the said John Bullers his heirs and assigns will contribute his and their fair proportion towards the expense of maintaining and repairing the same road sewers and drains such proportion to be fixed and settled by the Surveyor for the time being on the said Joseph Webster Prince his heirs or assigns.

NOTE: The T marks referred to above are now internal and the building line referred to above is set back 15 feet from road frontage.

2 The following are details of the covenants contained in the Conveyance dated 28 January 1898 referred to in the Charges Register:-

COVENANT by the Purchaser for himself and his assigns with the Vendors and their assigns that he the Purchaser and his assigns would forthwith make and for ever afterwards maintain at his and their own expense a good close boundary fence not less than six feet high on the boundary of the close boundary fence not less than six feet high on the boundary of the land marked 'T' on the said plan That he and they would not make any bricks or tiles on the property nor burn any clay or lime thereon.

NOT to remove any chalk earth clay gravel or sand from the property except what might be removed in excavating for foundations.

NOT to do or permit or suffer to be done on the property anything which should be or become a nuisance or annoyance to the Vendors or their assigns or the owners or occupiers for the time of any adjoining property.

NOT to use the property or any part thereof as a road or way to any adjoining land.

NOT to erect on the said piece of land more than one detached private messuage or dwellinghouse with the necessary outbuildings and offices such messages or dwellinghouses to be of not less value than £400 prime cost excluding from the prime cost the value of the site and of internal fixtures and fittings usually known as tenants fixtures And that the situation of such messuage or dwellinghouse and outbuildings and offices should be subject to the approval of the Vendors and their assigns or their surveyor.

THAT no trade or manufacture should be carried on upon the property nor should any stabling be erected on the property nor should any buildings or erections be put up nearer to Hazledean Road than the building line shewn on the said plan.

NOTE 1: The 'T' mark referred to above is now internal

NOTE 2: The building line referred to above is shown by a blue broken

## Schedule of restrictive covenants continued

line on the title plan.

- 3 The following are details of the covenants contained in the Conveyance dated 20 December 1899 referred to in the Charges Register:-

"AND the said Purchaser hereby covenants and agrees with the said Vendor that he will observe and perform the aforesaid conditions and stipulations and indemnify the Vendor therefrom

THE FIRST SCHEDULE above referred to

1. The Purchaser shall at all times hereafter maintain the fences at the rear and on the Eastern boundary of the said premises
2. Not to make any bricks or tiles on the property nor put in any clay or lime thereon
3. Not to remove any chalk earth clay gravel or sand except what may be removed in excavating for foundations
4. Not to do or permit or suffer to be done on the land anything which shall be or become a nuisance or annoyance to the Vendors or the owners or occupiers for the time being of any adjoining or neighbouring property
5. Not to use the said land as a road or way to any adjoining land
6. Not to erect on the land more than one detached private messuage or dwellinghouse with the necessary outbuildings and offices such messuage or dwellinghouse to be of not less value than six hundred pounds prime cost excluding from the prime cost the cost or value of the site and of internal fittings and fixtures usually known as tenants fixtures
7. That the situation of the said messuage or dwellinghouse and outbuildings and offices shall be subject to the approval of the Vendor and his Surveyor.
8. No trade or manufacture shall be carried on upon the property nor shall any stabling be erected upon the property nor shall any buildings or erections be put up nearer than sixteen feet to the road other than boundary fences not exceeding six feet in height.

- 4 The following are details of the covenants contained in the Conveyance dated 12 November 1959 referred to in the Charges Register:-

"THE Purchaser to the intent that the covenants hereinafter contained shall bind the said property into whosoever hands the same may come for the benefit of adjoining and neighbouring lands belonging to the Commissioners or any part or parts thereof hereby for itself and its successors in title covenant with the Commissioners that it will perform and observe the stipulations and restrictions set out in the Third Schedule hereunder written.

THE THIRD SCHEDULE hereinbefore referred to

1. THAT the Purchaser shall not be entitled to the benefit of any covenant or reservation in any Conveyances or Leases made or granted by the Commissioners of lands and premises adjoining opposite or near to the said property enabling the Commissioners to deal as they may think fit with adjoining or neighbouring lands without regard to the light and air enjoyed by the owner lessee tenant or occupier of the land comprised in the said Conveyances or Leases not the benefit of any restrictive covenant stipulation or condition or any other covenant reservation right condition or obligation contained in any Conveyances or Leases made or granted by the Commissioners of the said lands and premises adjoining opposite or near to the said property or elsewhere in the Parish of Croydon or adjoining or adjacent Parishes except insofar only as the benefit of such Leases had been hereinbefore assigned to the Purchaser
2. THAT if at any time hereafter during the lives of the issue now living of His late Majesty King Edward VII and the last survivor of them and Twenty-one years after the death of such last survivor a

## Schedule of restrictive covenants continued

Petrol Filling Station is opened upon the property hereby conveyed of any part thereof the Purchaser will within one year of the date of such opening (the said date to be decided in case of dispute by the Commissioners' Surveyors for the time being) effectively close up the existing opening into Addiscombe Grove at the point marked "A" in the said plan annexed hereto with a good and substantial wall or fence to the reasonable satisfaction of the Commissioners' Surveyors for the time being and will not thenceforth use or permit the private road or passage between the points marked "A" and "B" on the the said plan to be used as a road or passage giving access and egress for vehicular traffic to and from Addiscombe Grove aforesaid Except that a gateway may be incorporated in such wall or fence for the sole purpose of pedestrian traffic giving access to and egress from Addiscombe Grove aforesaid

3. THAT the private road or passage between the points marked "C" and "D" in the said plan annexed hereto giving access to and egress from Fairfield Road shall not at any time hereafter be used or suffered to be used for the passage of any motor vehicle whatsoever save and except private vehicles which may use the same for purposes of access and egress to and from any lock-up or other garage or garages erected or to be erected on the land hereby conveyed or any part thereof for the garaging of such private vehicles but not for purposes connected in any other way with any motor garage business which may be carried on upon the said property hereby conveyed.

NOTE: The points marked A B C and D referred to above are reproduced on the title plan.

End of register