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# Official copy of register of title

Title number SGL469046

Edition date 16.04.2015

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- The date at the beginning of an entry is the date on which the entry was made in the register.
- Issued on 09 Jan 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 The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being the land on the West Side of Westow Street, Upper Norwood.
- 2 (06.10.1986) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 10 July 1986  
Term : 125 years from 4 April 1985  
Rent : £16000 (subject to increase)  
Parties : (1) The Mayor and Burgesses of the London Borough of Croydon  
(2) Blankdean Limited
- 3 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 The landlord's title is registered.
- 5 (20.04.1993) By a Deed dated 26 March 1993 made between (1) The Mayor and Burgesses of the London Borough of Croydon and (2) Mistabell Limited the terms of the lease were varied by substituting Clause 2(17) (b) and by adding a covenant on the part of the Corporation.
- 6 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.
- 7 (07.06.2012) A new title plan based on the latest revision of the Ordnance Survey Map has been prepared.

## 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 (14.09.2006) PROPRIETOR: BERKELEY SQUARE COMMON INVESTMENT FUND LIMITED (Co. Regn. No. 05269762) of 980 Great West Road, Brentford, Middlesex TW8 9GS.
- 2 (20.04.1993) A Transfer of the land in this title dated 26 March 1993 made between (1) Blankdean Limited (Vendor) (2) Yardale Properties Limited (Purchaser) and (3) Mistabell Limited (Sub-Purchaser) contains Vendor's personal covenant(s) details of which are set out in the schedule of personal covenants hereto.
- 3 (14.09.2006) The value stated as at 14 September 2006 was £22,340,000.
- 4 (14.09.2006) A Transfer dated 10 August 2006 made between (1) Legal and General Assurance Society Limited and (2) Berkeley Square Common Investment Fund Limited contains purchaser's personal covenants.  
  
*NOTE: Copy filed.*
- 5 (14.09.2006) The covenant implied under section 4(1)(b) of the Law of Property (Miscellaneous Provisions) Act 1994 in the disposition to the proprietor is modified.

### Schedule of personal covenants

- 1 The following are details of the personal covenants contained in the Transfer dated 26 March 1993 referred to in the Proprietorship Register:-  
  
3. Subject as hereinafter provided the Vendor covenants with the Sub-purchaser that the Vendor will indemnify and keep indemnified the Sub-purchaser and its successors in title against all actions costs claims demands and liabilities arising out of any non-payment or payment on an incorrect basis of the reserved rent due and payable under the Registered Lease up to the date hereof PROVIDED THAT:-  
  
3.1 The Vendor shall not be obliged to make any payment in respect of any such action costs claims demands or liabilities (hereinafter called a "Claim"):-  
  
3.1.1 if notice of the Claim setting out full particulars thereof has not been received by the Vendor within six years of the date hereof and/or  
  
3.1.2 if the Sub-purchaser fails to fulfil its obligations under this Transfer or its in breach of the provisions of the Registered Lease  
  
3.2 If the Sub-purchaser shall become aware of any circumstances which will or are likely to or might give rise to any Claim it shall as soon as reasonably practicable give written notice thereof to the Vendor setting out full particulars thereof and in the event that the amount of the Claim shall be capable of being ascertained or estimated the amount or estimate of the amount and the date (as determined by the provisions of sub-clause 3.5) on which the Vendor is bound to make a payment in respect of that Claim  
  
3.3 The Sub-purchaser shall at the expense of the Vendor take such action and give such information and assistance in connection with any Claim as the Vendor may by notice in writing reasonably request to avoid, resist, appeal or compromise a Claim or prevent the Claim from arising  
  
3.4 The actions which the Vendor may request under sub-clause 3.3 shall include (without limitation) allowing the Vendor to take on or to take over at its own expense the conduct of the proceedings of whatever nature (in the name of the Sub-purchaser or so far as legally possible otherwise) arising in connection with the circumstance in question If

## Schedule of personal covenants continued

the Vendor takes on or takes over the conduct of proceedings the Sub-purchaser shall provide such information and assistance in connection with the preparation for and conduct of such proceedings as the Vendor shall reasonably request and in particular shall not compromise any such proceedings (unless directed to do so in writing by the Vendor)

3.5 If the Vendor becomes liable to pay any payment under this indemnity the due date for making that payment shall be the date which is the last date on which the Sub-purchaser has to pay the amount of the rent demanded by the landlord under the Registered Lease in respect of the period up to the date hereof to avoid incurring a liability to interest.

## C: Charges Register

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

- 1 A Conveyance affecting the freehold estate in the land tinted pink on the filed plan dated 4 February 1876 made between (1) Jeremiah Roberts and (2) John Bowyer and others contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 2 A Conveyance affecting the freehold estate in the land tinted pink on the filed plan dated 25 March 1886 made between (1) John Bowyer and Charles Bowyer (2) Thomas Bowyer (3) Samuel John Daw and (4) William Henry Smith and others contains restrictive covenants but neither the original deed nor a certified copy or examined abstract thereof was produced on first registration.
- 3 A Conveyance of the freehold estate in the land tinted blue on the filed plan and other land dated 6 February 1934 made between (1) Joshua John Rackman and Edith Mary Rackham (Vendors) (2) Herbert James Martin (Mortgagee) and (3) J & C Bowyer Limited (Purchaser) contains the following covenants:-  
  
The Purchaser hereby covenant with the Vendors that the Purchasers and the persons deriving title under them will not at any time hereafter do permit or suffer any act matter or thing upon the premises hereby assured which may be or grow to be a nuisance annoyance or damage to the Vendors or their successors in title or to the owners or occupiers of the adjoining property belonging to the Vendors.
- 4 The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto.  
The leases grant and reserve easements as therein mentioned.
- 5 (16.04.2015) By a Deed dated 28 September 2012 made between (1) Berkeley Square Common Investment Fund Limited (2) Blockbuster Entertainment Limited and (3) Pound Mart (Scotland) Limited the terms of the lease dated 15 November 1990 of Units B & C Westow Street referred to in the schedule of leases hereto were varied.

*NOTE: Copy Deed filed under SGL543226.*

## Schedule of notices of leases

- |   |               |                           |                |           |
|---|---------------|---------------------------|----------------|-----------|
| 1 | 11.08.1988    | The Citadel Westow Street | 02.09.1986     | SGL469779 |
|   | Edged and     |                           | 125 years less |           |
|   | numbered 1 in |                           | 10 days from   |           |
|   | yellow (part  |                           | 4.4.1985       |           |
|   | of)           |                           |                |           |
| 2 | 05.12.1990    | Units B and C at Westow   | 15.11.1990     | SGL543226 |
|   | Edged and     | Street (Ground floor      | 25 years from  |           |
|   | numbered 1 in | premises)                 | 15.11.1990     |           |
|   | yellow (part  |                           |                |           |
|   | of)           |                           |                |           |

NOTE: See entry in the Charges Register relating to a Deed dated 28 September 2012.

## Schedule of notices of leases continued

3	20.05.2004 Edged and numbered 1 in yellow (part of)	Unit 3, Norwood Heights Shopping Centre (Ground Floor shop)	21.04.2004 10 years from 21.4.2004	SGL654244
4	04.05.2006 edged and numbered 1 in yellow (part of):Edged and numbered 2 in yellow (part of) NOTE 1: A Deed dated 29 June 2006 made between (1) Legal And General Assurance Society Limited and (2) Sainsbury's Supermarkets Limited rectified the terms of the lease  NOTE 2: Copy Deed filed under SGL673323	Supermarket and car park at Norwood Heights Shopping Centre more particularly described in the lease	10.04.2006 25 years from 10.4.2006	SGL673323
5	26.10.2010 Edged and numbered 1 in yellow (part of)  NOTE: This is a reversionary lease.	Unit 3, Norwood Heights Shopping Centre (Ground Floor Shop)	10.09.2010 from and including 21.4.2014 to and including 20.4.2019	SGL719267
6	07.06.2012 Edged and numbered 5 in yellow	The Garden Centre, Westow Street	10.05.2012 From 10/05/2012 to 09/05/2022	SGL731058
7	13.03.2007 edged blue (part of)	Electricity Sub station	09.11.1983 125 years from 09/11/1983	SGL684754
8	13.11.2012 edged and numbered 1 in yellow (part of)	Unit 2, Norwood Heights, Shopping Centre	07.11.2012 From 7.11.2012 to and including 6.11.2022	SGL734606
9	30.07.2013 edged and numbered 6 in yellow	unit 5 and 6 Norwood Heights Shopping Centre	23.07.2003 from and including 24.6.2011 to 23.6.2021	SGL740745
10	02.10.2013 Edged and numbered 1 in yellow (part of)	Unit 1, Norwood Heights Shopping Centre (ground floor shop)	02.10.2013 From and including 04.07.2013 to and including 03.07.2028	SGL743726
11	13.02.2015 Edged and numbered 4 in yellow (part of); edged and numbered 7 in yellow (part of)	Unit 4 Norwood Heights Shopping Centre (Ground Floor Shop)	27.01.2015 From and including 3 December 2014 to and including 2 December 2024	SGL756462

End of register