



## Official copy of register of title

Title number SGL619622

Edition date 08.07.2014

- This official copy shows the entries on the register of title on 08 Jul 2014 at 15:25:03.
- 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 08 Jul 2014.
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- For information about the register of title see Land Registry website [www.landregistry.gov.uk](http://www.landregistry.gov.uk) or Land Registry Public Guide *1-A guide to the information we keep and how you can obtain it*.
- This title is dealt with by 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.

KINGSTON UPON THAMES

- 1 (03.08.2000) The Leasehold land shown edged with red on the plan of the above Title filed at the Registry and being Ground and First Floor Premises, 44 Richmond Road, Kingston Upon Thames (KT2 5EE).

NOTE 1: As to the part tinted pink on the title plan only the ground and first floor is included in the title.

NOTE 2: As to the part tinted blue on the title plan only the ground floor is included in the title.

NOTE 3: As to the part tinted yellow on the title plan only the first floor is included in the title.

- 2 (03.08.2000) Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
Date : 13 March 1997  
Term : 999 years from 7 March 1997  
Rent : As therein mentioned  
Parties : (1) Higgs (Holdings) Limited  
(2) Donovan Clarke, Susan Clarke and M H Trustees Limited  
as Trustees of the Prima Services Limited Pension Plan
- 3 (03.08.2000) 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 (03.08.2000) The landlord's title is registered.
- 5 Unless otherwise mentioned the title includes any legal easements granted by the registered lease(s) but is subject to any rights that it

## A: Property Register continued

reserves, so far as those easements and rights exist and benefit or affect the registered land.

- 6 (19.07.2007) By a Deed dated 21 April 2006 made between (1) Prima Services Group Limited and (2) Donovan John Clarke and Trustees City Trustees Limited the terms of the registered lease were varied.

*NOTE:-Copy Deed filed .*

The proprietor of the registered charge dated 19 July 2000 was not a party to the deed nor was evidence of its consent to the deed produced to the registrar.

- 7 (04.10.2010) The land has the benefit of the rights granted by a Deed dated 9 August 2010 made between (1) Donovan John Clarke and (2) City Trustees Limited and Donovan John Clarke together being the Trustees of The Prima Services Limited Pension Plan.

*NOTE:-Copy filed under SGL39532.*

## 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 (08.07.2014) PROPRIETOR: DONOVAN JOHN CLARKE and LORRAINE CLARKE of Hill House Cottage, Misbrooks Green Road, Beare Green, Dorking RH5 4QQ.
- 2 (08.12.2006) RESTRICTION: No disposition by a sole proprietor of the registered estate (except a trust corporation) under which capital money arises is to be registered unless authorised by an order of the court.
- 3 (18.04.2012) RESTRICTION: 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 29 March 2012 in favour of National Westminster Bank Plc referred to in the Charges Register.

## C: Charges Register

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

- 1 (03.08.2000) A Conveyance of the freehold estate in the land in this title and other land dated 11 August 1897 made between (1) Alfred Higgs and (2) Maple and Company Limited (Company) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (03.08.2000) A Conveyance of the freehold estate in the land in this title and other land dated 29 September 1931 made between (1) Alfred Higgs and (2) Peter Stewart contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 3 (18.04.2012) REGISTERED CHARGE dated 29 March 2012.
- 4 (18.04.2012) Proprietor: NATIONAL WESTMINSTER BANK PLC (Co. Regn. No. 929027) of Credit Documentation, Po Box 339, Manchester M60 2AH.

## Schedule of restrictive covenants

- 1 The following are details of the covenants contained in the Conveyance dated 11 August 1897 referred to in the Charges Register:-

"The Company for themselves and their assigns (to the intent that the Covenants hereinafter contained shall be binding on the said premises

## Schedule of restrictive covenants continued

into whosoever hands the same may come but not so as to be liable in damages or otherwise for any breach thereof after they shall have parted with the said premises) do hereby Covenant with the said Alfred Higgs his heirs and assigns that the Company or their assigns will not use the said messuage or tenement herein conveyed as or for the sale of intoxicating liquors within the meaning of the Licensing Acts 1872 and 1874 or any future Act to be hereafter passed amending or extending the Intoxicating Liquor Laws and also will not use the said premises or any part thereof as or for a Chemists Druggists or Dentists business as long as the said Alfred Higgs or his legal personal representatives or assignees shall continue his present business and will not erect any Forges or Farriers shop except for their own requirements in connection with their own trade or business carried on at the said messuage or tenement hereinbefore described or any Slaughterhouse on any part of the said premises and so long as the adjoining house known as Holly Lodge shall be used as a private residence or office will keep and use the building of the said messuage or tenement known as Twyford Villa also as a private residence or office only and not for any other purpose of trade or business AND do hereby further Covenant with the said Alfred Higgs his heirs and assigns:-

(a) That the wall marked A on the said plan dividing the said messuage or tenement hereinbefore described and Holly Lodge shall be for ever considered a party wall and shall be used and repaired accordingly.

(b) That the wall in the rear of the said messuage or tenement hereinbefore described and dividing the same from the rear of the premises known as Holly Lodge and marked on the plan "B" shall be retained as the property of the said Alfred Higgs but the Company and their assigns shall be at full liberty at their expense forthwith to pull down or to underpin the same or to thicken and raise such Wall but so that the same shall not be extended in thickness on the side next to Holly Lodge on the ground line but the same shall be raised or rebuilt plumb on the line of the existing wall from the ground line to the top and that all brick or other work disturbed by any such alterations or amendments of the said Wall shall be made good with all reasonable dispatch and in a good and workmanlike manner and thereupon the said Wall shall become a party Wall belonging to the said Alfred Higgs his heirs and assigns and the Company or their assigns and be repaired accordingly.

(c) Nothing shall be at any time built deposited or allowed to be or remain on that part of the land belonging to the said messuage or tenement hereinbefore described which is marked C on the said plan but the same shall be always used as Open Space except that it shall be lawful for the Company and their assigns to put a boundary post to mark the extent of the ground so as to preserve their rights therein."

NOTE 1: The wall marked A referred to does not affect the land in this title

NOTE 2: The wall marked B referred to does not affect the land in this title.

2 The following are details of the covenants contained in the Conveyance dated 29 September 1931 referred to in the Charges Register:-

The said Pert Stewart hereby for himself and his successors in title hereby covenants with the said Alfred Higgs and his successors in title as follows:-

1. THAT he will forthwith bring forward and erect a shop on the full frontage of the forecourt and a fascia of the same height as the shop front now adjoining Holly Lodge aforesaid such elevation to be first submitted to and approved by the said Alfred Higgs who shall be permitted to cause the flow of water from the roof of a building if and when erected on the forecourt of Holly Lodge on to the roof of the said shop.

2. SO long as the premises known as Holly Lodge are used only as a private or professional residence or office the said premises known as Twyford Villa or the new buildings thereon shall not be used for the business or trade of a Chemist Butcher Fishmonger Coffee House and

## Schedule of restrictive covenants continued

Dining Rooms Boot-repairer or any noisy noxious or offensive trade or calling and any trade or business proposed to be carried on there shall be first approved in writing by the said Alfred Higgs but such approval shall not be arbitrarily or undreasonably withheld

3. THE dwarf wall and fence between Twyford Villa aforesaid and Holly Lodge aforesaid shall for the purpose of building the new wall be removed and all brick and other work disturbed by any alterations shall be made good in a good and workmanlike manner and thereupon the new wall shall become a party wall belonging to the said Alfred Higgs and the said Peter Stewart and shall be repairable accordingly.

4. THE wall of the said premises which faces south shall be censored and divided into squares to match the front wall of Holly Lodge aforesaid and the creeper growing over Twyford Villa and Holly Lodge aforesaid shall be removed and the walls cleaned down

5. No boards advertising matter or writing shall be affixed or placed on the new building higher than the fascia thereof or on any portion thereof facing south or on the front wall of Twyford Villa aforesaid

6. THE said Alfred Higgs and the said Peter Stewart hereby mutually covenant and agree that the premises known as Holly Lodge and Twyford Villa respectively shall not at any time hereafter be used for the business or trade of a Fishmonger.

End of register