

P

3197645

PASSED FOR FILING

DATED

5 September

1996

We hereby certify this to be
a true copy of the original

FORTE (U.K.) LIMITED

Lovell White Durrant
65 Holborn Viaduct
London EC1A 2DY

- and -

AUGUST HOTELS LIMITED
(in voluntary liquidation)

Lovell White Durrant
30 September 1996

- to -

BROWNS HOTEL LIMITED

TRANSFER

- of -

Browns Hotel Dover Street
London W1

PAISNER & Co

Bouverie House
154 Fleet Street
London EC4A 2DQ

Tel: 0171-353 0299
Fax: 0171-583 8621

Ref: ABS/2087.2942



H. M. LAND REGISTRY
LAND REGISTRATION ACTS 1925 TO 1988
TRANSFER OF WHOLE



County and District
(or London Borough) : See Schedule

Title Number : See Schedule

Property : See Schedule

Date : 5th September 1996

PARTIES

- (1) Transferor : **FORTE (U.K.) LIMITED** (Company No. 769170) whose registered office is at 166 High Holborn London WC1V 6TT
- (2) Beneficial Owner: **AUGUST HOTELS LIMITED** (Company No. 315570) (in voluntary liquidation) whose registered office is at Stornoway House 13 Cleveland Row London SW1A 1GG acting by its liquidators **ANTHONY VICTOR LOMAS** and **DIPANKAR MOHAN GHOSH** both of 1 London Bridge London SE1 9QL
- (3) Transferee : **THE HYDE PARK HOTEL LIMITED** (Company No. 3200312) whose registered office is at 166 High Holborn aforesaid

RECITALS

1. The Transferor holds the Property (as hereinafter defined) on trust for the Beneficial Owner by virtue of and pursuant to the Declaration of Trust dated the 23rd August 1996 made between the Transferor (1) and the Beneficial Owner (2)
2. By an Agreement dated 5th September 1996 made between the Beneficial Owner (1) its said Liquidators (2) the Transferee and others (3) and the Transferor (4) ("the Agreement") it was agreed (inter alia) that the Beneficial Owner would procure the vesting of the Property in the Transferee upon the terms and for the consideration therein mentioned

DEFINITIONS

In this Transfer the following expressions have the following meanings assigned to them namely:-

"the Properties"	means the properties described in the Schedule to this Transfer and "Property" has a corresponding meaning
"the Tenancies"	means all leases tenancy agreements licences and rights of occupation subject to which the Properties or any of them are held by the Transferor
"the Title Matters"	means in relation to each of the Properties the Tenancies and all easements rights privileges exceptions reservations agreements options rights of pre-emption covenants conditions obligations declarations provisos and all other matters (whether or not of the nature hereinbefore described) to which the Property is subject or of which the Property has the benefit or of which the Transferor has the benefit in relation to the Property and also all matters contained or referred to in the Property and Charges registers relating thereto but excluding in the case of all the Properties any mortgages or charges

OPERATIVE PROVISIONS

1. Pursuant to the provisions of the Agreement the Transferor with full title guarantee by the direction of the Beneficial Owner hereby transfers and the Beneficial Owner hereby confirms and transfers the Properties to the Transferee subject to and (as the case may be) with the benefit of the Title Matters and where the benefit of any Title Matters cannot pass to the Transferee except by way of an express assignment or transfer thereof the Transferor hereby for the avoidance of doubt with full title guarantee by the direction of the Beneficial Owner hereby assigns and transfers and the Beneficial Owner hereby confirms and transfers the benefit of the Title Matters to the Transferee
2. The Transferee hereby covenants with the Transferor that the Transferee will at all times thereafter perform and observe all Title Matters which the Transferor is or may be liable to perform or observe or in respect of the breach or non-observance of which the Transferor has given an indemnity to any person so far as the same are still subsisting and relate to the Properties and will keep the Transferor indemnified from and against all proceedings, costs, claims, liabilities or losses (whether incurred as original contracting party or indemnifying party or otherwise howsoever) in respect of any future breach or non-observance thereof
3. It is hereby agreed and declared by the parties that:-
 - 3.1 no covenants for title are given by the Beneficial Owner or by its said Liquidators

3.2

for the avoidance of doubt the liquidators acting for the Beneficial Owner are entering into this Transfer solely in their capacity as liquidators and shall only be obliged to perform any obligations hereunder to the extent that they are able to so to do in such capacity and they shall incur no personal liability in relation to this Transfer

4. This Transfer remains undelivered until it has been dated

THE SCHEDULE

Browns Hotel Dover Street London W1

County and District (or London Borough) : City of Westminster

Title Numbers : (1) NGL312325 (Freehold)

(2) 182483 (Freehold)

(3) LN244516 (Freehold)

Properties : (1) Browns Hotel 29, 29b, 30, 31, 32, 33 and 34 Albemarle Street and 21, 22, 23 and 24 Dover Street

(2) 19 Dover Street

(3) 20 Dover Street

EXECUTED AS A DEED by)
FORTE (U.K.) LIMITED)
acting by)

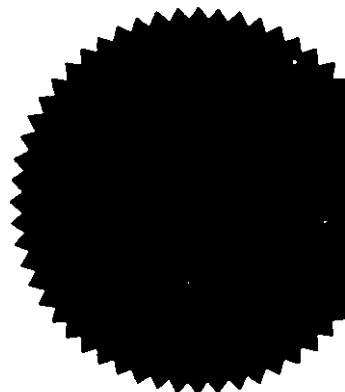
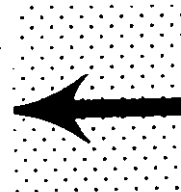
Director 

Secretary 

THE COMMON SEAL of)
AUGUST HOTELS LIMITED was)
hereunto affixed in the presence of)

Liquidator 

Liquidator 

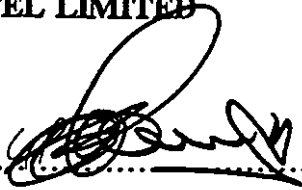


EXECUTED AS A DEED by
BROWNS HOTEL LIMITED
acting by

)
)
)

Director

✓



Secretary

