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Official copy of register of title

Title number SY440860

Edition date 23.02.2022

- This official copy shows the entries on the register of title on 17 APR 2025 at 09:23:19.
- 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 17 Apr 2025.
- 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, Durham Office.

A: Property Register

This register describes the land and estate comprised in the title.

SURREY : REIGATE AND BANSTEAD

- 1 The Freehold land shown edged with red on the plan of the above Title filed at the Registry and being The Orchard, Bolters Lane, Banstead.
- 2 The land edged and lettered A in red on the title plan added to the title on 18 December 1985.
- 3 The land edged and lettered A in red on the title plan has the benefit of the following rights granted by but is subject to the following rights reserved by the Transfer dated 11 October 1985 referred to in the Charges Register:-

"TOGETHER WITH the rights set out in the First Schedule hereto EXCEPT AND RESERVING the rights set out in the Second Schedule hereto

THE FIRST SCHEDULE

above referred to

TOGETHER WITH the right for the benefit of the property and adjoining land and other buildings on the Purchaser's adjoining land comprised in Land Registry Title Number SY440860 and every part thereof (hereinafter called "the Development Land") as the Council can grant to:-

a) Lay pipes approximately in the position shown on plan numbered CV40433 annexed hereto and to connect with the public sewer or drain beneath the surface of the roadway known as The Horseshoe Banstead and for the passage or conveyance of water and soil

b) Lay pipes and to connect with the mains water gas electricity and telephone services running under the surface of the afore-mentioned roadway known as The Horseshoe SUBJECT to the Purchaser or its successors in title forever hereafter repairing and maintaining all such pipes and connections with the said sewer drain and main services and making good nevertheless at its own expense all damage or disturbance which may be occasioned thereby

c) Right of way at all times and for all purposes over the said road known as The Horseshoe leading to Bolters Land Banstead aforesaid

THE SECOND SCHEDULE

A: Property Register continued

above referred to

(Exceptions and Reservations)

EXCEPTING AND RESERVING to the Council and its successors in title the owners and occupiers for the time being of the Council's adjoining or adjacent land all easements quasi-easements liberties privileges rights and advantages now or heretofore occupied exercised or enjoyed by the Council's adjoining or adjacent land over or in respect of the property and which would be implied by statute or by reason of severance in favour of a Purchaser of the Council's adjoining or adjacent land if the same had been transferred to such purchaser and the property had been retained by the Council."

NOTE: The water, gas, electricity and telephone mains shown by red broken lines, yellow broken lines, blue broken lines between points P-Q-R-S and brown broken lines respectively on the title plan.

- 4 The Transfer dated 11 October 1985 referred to above contains the following provision:-

"IT IS MUTUALLY AGREED AND DECLARED by and between the parties hereto that the Purchaser and the successors in title of the Purchaser shall not be virtue of this Deed acquire any easements or rights of light or air or other easements or right of light and air or other easement or right which would restrict or interfere with the free use by the Council and its successors in title for building or other purposes of the adjoining or adjacent land of the Council and any access of light or air or other easement or right over such adjoining or adjacent land shall be deemed to be enjoyed by the license or consent of the Council and not as of right."

- 5 The land edged and numbered in green on the title plan has been removed from this title and registered under the title number or numbers shown in green on the said plan.

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 (09.11.1983) PROPRIETOR: CONIFERCOURT LIMITED (Co. Regn. No. 1038392) of 1A Cheam Road, Sutton, Surrey.

C: Charges Register

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

- 1 A Conveyance of the land tinted pink on the title plan dated 19 August 1920 made between (1) Frederick Arthur Heygate Lambert (Vendor) and (2) Peter Joseph John Andrew Mary Peruzzi (Purchaser) contains the following covenants:-

The Purchaser for himself and his heirs and assigns hereby covenants with the Vendor his heirs and assigns that no building shall be erected on the said piece of land other than one dwellinghouse coachhouse and stables or garage and other buildings requisite for the use of the main building which shall be used for no other purpose than as a private dwellinghouse And that he will not do anything which may be or become an annoyance or nuisance to the Vendor or other adjoining owners.

- 2 The parts of the land affected thereby are subject to the following rights granted by a Deed dated 1 November 1985 made between (1) Conifer court Limited (Grantor) and (2) The South Eastern Electricity Board (Board):-

C: Charges Register continued

"FULL RIGHT AND LIBERTY for the Board and its successors in title to retain lay and maintain (which expression shall without prejudice to the generality thereof include to use and from time without prejudice to the generality thereof include to use and from time to time to repair alter re-lay renew supplement inspect examine test and remove) electric lines (an electric line being a wire or wires conductor or other means used for the purpose of conveying transmitting or distributing electricity with any casing coating covering tube pipe or insulator enclosing surrounding or supporting the same or any part thereof or any apparatus connected therewith for the purpose of conveying transmitting or distributing electricity or electric currents) under the land coloured yellow (being as to part also hatched black) (hereinafter referred to as "the yellow land") on the Plan No. CN3047/10) annexed hereto including (but not so as to limit the generality of the foregoing grant) through the ducts hereinafter referred to and under also the roads (a road including in addition to the carriageway one or more payments and/or verges where present or intended) and footpaths now or within Eighty years from the date hereof constructed (which expression for the purpose hereof shall be deemed to include laid out preparatory to construction whether or not actual construction has commenced) on or over the Property including (but not by way of limitation) the roads and footpaths shown on the said plan and the sites thereof before the same are constructed so far as the same lie within the Property all which said roads and footpaths and (if such be the case) the sites of those shown on the said plan before the same are constructed are hereinafter called "the Estate Roads and Footpaths" TOGETHER WITH FULL RIGHT AND LIBERTY to break up the surface of the yellow land and the Estate Roads and Footpaths so far as may be necessary from time to time for all or any of such purposes and also for all or any of such purposes to enter the Property."

The said Deed also contains the following covenant:-

"The Grantor hereby covenants with the Board as follows:

With the intent and so as to bind the yellow land and every part thereof and every part of the Property which lie within 1.5 metres of the yellow land into whosoever hands the same respectively may come and to benefit and protect the rights and liberties hereby granted

(i) Not to do or permit or suffer to be done any act which would in any way interfere with or damage any electric line retained or laid by the Board in the exercise of the rights and liberties hereby granted or the ducts

(ii) Not to alter or permit or suffer to be altered the existing level of nor (subject as hereinafter provided) to cover or permit or suffer to be covered the surface of the yellow land in such manner as to render the laying of an electric line thereunder or access to any electric line retained or laid thereunder or access to each end of the ducts impracticable or more difficult than it is at the date hereof PROVIDED ALWAYS and it is hereby agreed and declared that (without prejudice to the proviso to Clause 2 hereof) nothing in this covenant contained shall prevent the laying and/or re-laying (as the case may be) of appropriate surfaces on any part of the yellow land as forms the site of an intended or existing road or footpath or other way after the initial laying of electric lines thereunder pursuant to the rights and liberties hereby granted

(iii) Without prejudice to the generality of the foregoing not to erect or permit or suffer to be erected any building or structure (other than such as are shown on the said plan and then only provided that the covenant on the part of the Grantor contained in sub-clause (a) hereof shall have previously been fully complied with) nor to plant or permit or suffer to be planted any trees on or within a distance of 1.5 metres of the yellow land."

NOTE: The yellow land referred to is hatched blue on the title plan.

3 A Transfer of the land edged and lettered A in red on the title plan dated 11 October 1985 made between (1) The County Council of Surrey (Council) and (2) Conifer Court Limited (Purchaser) contains the following covenants:-

C: Charges Register continued

"THE Purchaser HEREBY COVENANTS for itself and its successors in title with the Council pursuant to Section 33 of the Local Government (Miscellaneous Provision) Act 1982 that they will henceforth observe and perform the covenants restrictions stipulations and conditions set forth in the Third Schedule hereto.

THE THIRD SCHEDULE

above referred to

(New Covenants Restrictions Stipulations and Conditions)

a) Not to use the land the approximate position whereof is hatched blue on plan Numbered CV40433 annexed hereto for any other purpose than as a road for the purpose of gaining access to and egress from the Development Land and the highway known as The Horseshoe

b) Within THREE MONTHS from the date hereof to erect and forever afterwards maintain in good repair and condition to the satisfaction of the Council of 914mm (3 feet) high Marley Ranch Walling Fence or similar fencing to be approved by the County Valuer and Estates Surveyor on the boundary marked with a "T" on the plan numbered CV40433 annexed hereto

c) Within THREE MONTHS from the date hereof to erect and forever maintain in good repair and condition to the satisfaction of the Council the concrete post and chain link fence between the points marked "A" and "B" and between "C" and "D" on the plan numbered CV40433 annexed hereto."

NOTE: The land hatched blue referred to comprises the whole of the land edged and lettered A on the title plan and the T mark referred to affects the South Western boundary of the said land. Points A B C and D referred to are shown by E B C and D respectively on the title plan.

- 4 The estate road, driveways and footpaths are subject to rights of way.
- 5 The land is subject to rights of drainage and rights in respect of water and other services.

End of register

These are the notes referred to on the following official copy

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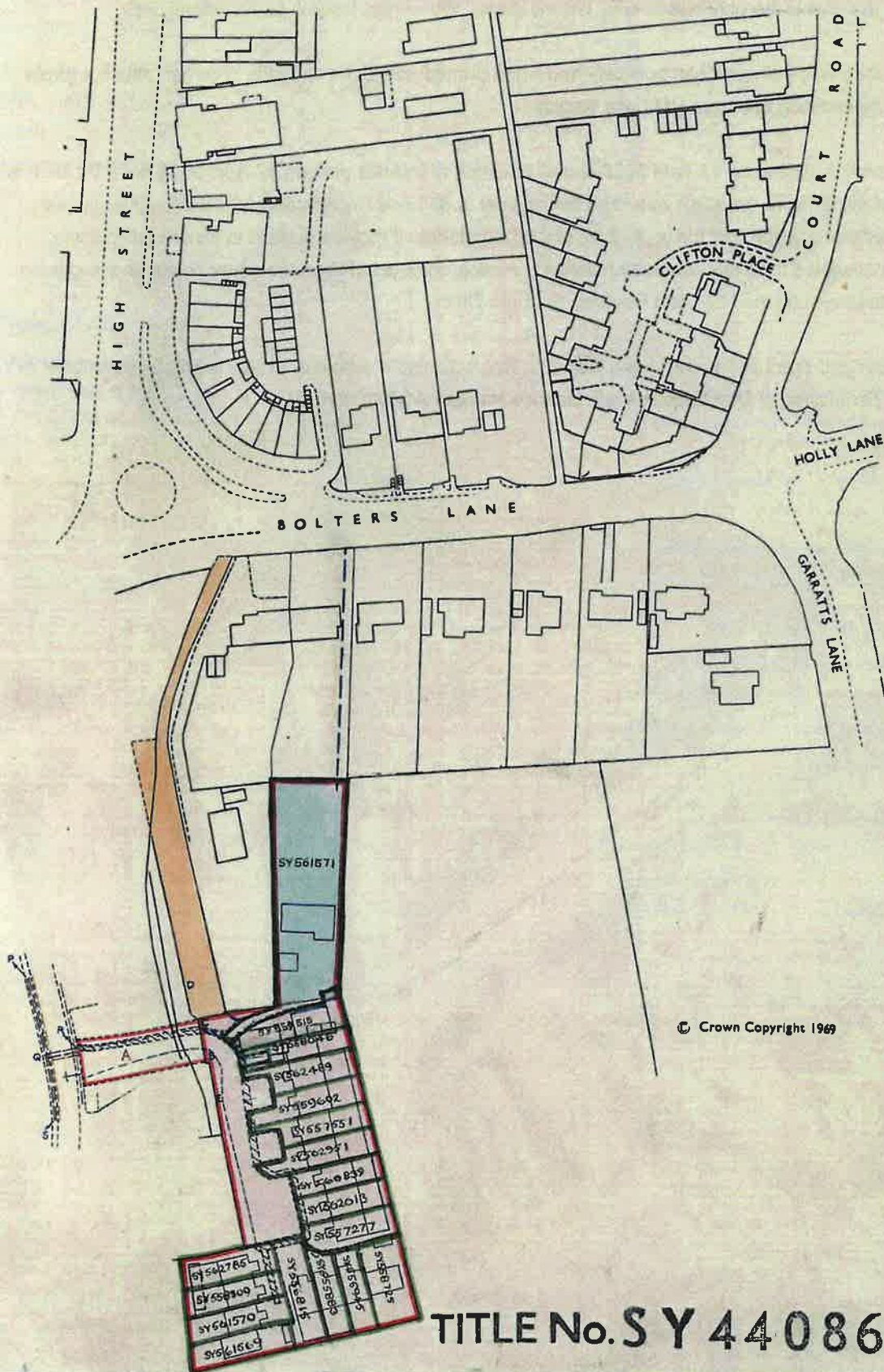
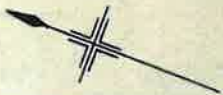
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H. M. LAND REGISTRY GENERAL MAP

SURREY PLAN TQ 2559
(NATIONAL GRID)

Scale 1/1250
REIGATE AND BANSTEAD DISTRICT



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TITLE No. S Y 440860