

## **The Orchard (Banstead) Residents Company Limited (You)**

### **Report on Title**

#### **Land at The Orchard Bolters Lane Banstead**

### **Scope of Report**

1. This report has been prepared for the sole benefit of you, in connection with the proposed purchase of the land at The Orchard that comprises the road and access to the residential premises, and for no other purpose.
2. The contents of this report are private and confidential. It must not be relied on by, or made available to, any other party without our written consent.

### **Title**

The title is registered at H M Land Registry under title number SY440860 and a copy of the title documentation comprising the Official Copy Entries (OCE) of the register and the Official Copy Plan is annexed to this report.

### **Filed Plan**

This seems confusing initially but when studied in conjunction with the OCE things will become apparent.

The original title of the land comprised the roadway known as The Orchard and the land that comprises the 18 residential units. The boundary of the land is demarked by the red edging on the plan and includes the 18 residential units. It can be seen, however, from entry number 5 in the property register that each residential unit has been shown on the plan, edged green, and have all been removed from the title of the land that comprises the road.

The land edged red and numbered "A" was added to the title on 18<sup>th</sup> December 1985 to enable the land to access The Horseshoe.

A Transfer of this land dated 11<sup>th</sup> October 1985 contained the following Restrictive Covenants that bind The Orchard. These are: -

1. To only use the land as an access to The Orchard,
2. To erect a "Marley Ranch Walling Fence, or similar" and maintain that fence on the South Western boundary of the land numbered "A",
3. To erect and maintain a concrete post and chain fence between the points marked E B C and D respectively on the Filed Plan (these points were in the Transfer referred to as points A, B, C and D).

This Transfer contained rights in favour of The Orchard to lay pipes and wires for sewers, drains, electricity, gas, etc., to and from the mains services laid under The Horseshoe and a right of way over The Horseshoe for the benefit of The Orchard. These utility services are shown by the coloured broken lines, red, yellow and blue, on the plan between points marked "P-Q-R-S", and the brown broken line.

There is land hatched blue on the Filed Plan that runs under the land marked "A" and across the land in this title and also across land included in the title of some of the residential units. This land is the land comprised in a Deed of Grant dated 1<sup>st</sup> November 1985 in favour of The South

Eastern Electricity Board to enable them to run a supply of electricity to the residential units. These rights are set out in entry number 2 of the Charges Register of the Title. It also gives the Board the rights of entry on to the land to break up the surface of the land to repair and maintain the electrical cables. The Deed also contains Restrictive Covenants on the owner of The Orchard and these are: -

1. Not to do anything to interfere with or damage the cables,
2. Not to increase the road level,
3. Not to erect any structures over the line of the cables or 1.5 meters either side of them.

The Orchard is subject to Rights of Way in favour of the residential units.

There is land that is shaded brown on the Filed Plan that runs from the eastern boundary of the land to Bolters Lane. This land is not included in the title of The Orchard, nor am I able to see any reference to this land in the title to The Orchard. I am therefore not able to comment on this land.

### **Official Copy Entries**

These entries are divided into three registers: -

- A. The Property Register that describes the extent of the property and sets out the rights that the property has over other land, not included in the title of The Orchard, and the rights granted to other land, not included in the title of The Orchard.
- B. The Proprietorship Register that shows the current Registered Proprietor of the land, in this instance Conifer court Limited, and
- C. The Charges Register that contains matters that affect the land such as Restrictive Covenants that have been discussed above.

### **Next Steps**

When you have had the opportunity to review this Report and the Official Copy Entries and Filed Plan, please let me have a note of any enquiries that you may have pertaining to the title, I shall do my best to deal with the same.

When you are satisfied with the title to the land, I shall draft the Transfer which is the formal deed that will transfer the land from the name of Conifer court Limited into the name of The Orchard (Banstead) Residents Company Limited for approval by the seller's solicitor. When this has been agreed we will be able to move toward completion of the purchase of the land.

### **Forward Planning**

My advice is that you should start collecting the finances from the residents to enable completion to take place. I would estimate that this is likely to occur within the next 14 to 21 days.

Signed.....

**Stephen Cook for and on behalf of Copley Clark**

**Dated 5<sup>th</sup> June 2025**