

The electronic official copy of the register follows this message.

Please note that this is the only official copy we will issue. We will not issue a paper official copy.



Official copy of register of title

Title number SY816269

Edition date 31.10.2016

- This official copy shows the entries on the register of title on 26 JUN 2023 at 15:23:51.
- 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 26 Jun 2023.
- 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 (25.02.2010) The Freehold land shown edged with red on the plan of the above title filed at the Registry and being The Iron Horse Public House, Bletchingley Road, Redhill.
- 2 (25.02.2010) Conveyances and Transfers of adjacent properties were made pursuant to Chapter 1 of Part I of the Housing Act 1980 and/or Part V of the Housing Act 1985. The land has the benefit of and is subject to the easements and other rights specified in paragraph 2 of Schedule 2 to the Housing Act 1980 and the rights prescribed by paragraph 2 of Schedule 6 to the Housing Act 1985.
- 3 (02.05.2014) The land has the benefit of the following rights reserved by but is subject to the following rights granted by a Transfer of other adjoining land dated 25 March 2002 made between (1) The Council of The Borough of Reigate and Banstead and (2) Reigate & Banstead Housing Trust Limited:-

"Rights granted and reserved

The Property shown on each of the Retained Land Plans is transferred TOGETHER WITH for the benefit of the Transferee and its successors in title owners and occupiers of the Property the rights and easements set out in Part 1 of Schedule A EXCEPT AND RESERVING for the benefit of the Transferor and its successors in title owners and occupiers of the Retained Land shown on each of the same Retained Land Plans and each and every part thereof the rights set out in Part 2 of Schedule A.

SCHEDULE A

Rights granted to and exceptions and reservations from the Property and the Retained Land respectively shown on the Retained Land Plans

PART 1 - RIGHTS GRANTED

1. Support

The full right of subjacent and lateral support from the Retained land and each and every part thereof for the benefit of the Property and

A: Property Register continued

each and every part thereof

2. Access to repair

The right subject to not less than seven days' prior written notice to the Transferor or its successors in title (except in case of emergency) to enter upon such part of the Retained Land as may reasonably be necessary with or without workmen materials and appliances for the purpose of repairing and maintaining the Property and any buildings now or within the Perpetuity Period erected thereon the person exercising such right making good forthwith all damage and loss caused thereby

3. Rights of way

The right for all reasonable purposes connected with the use and enjoyment of the Property or any part thereof in common with all others having a like right to pass and repass (with or without vehicles as appropriate in the case of roads and forecourts) over and along all roads accessways paths and forecourts forming part of the Retained Land (and not publicly adopted) in existence as at the date hereof or at any time within the Perpetuity Period constructed thereon and which provide access to or egress from the Property SUBJECT TO the Transferee or the owner or owners for the time being of the Property paying a fair proportion of the reasonable cost of repairing and maintaining the same PROVIDED THAT the Transferor may upon giving not less than one month's written notice vary at its sole cost the route of any roads paths and accessways comprised in the Retained Land provided that such variations do not materially adversely affect the use and enjoyment of the Property.

4. Access to Service Conduits

The right subject to not less than seven days' prior written notice to the Transferor or its successors in title (except in case of emergency) to enter on to such part of the Retained Land as may reasonably be necessary with or without workmen materials and appliances for the purpose of inspecting repairing maintaining and renewing any Service Conduits which serve the Property or any part thereof TOGETHER WITH the right within the Perpetuity Period to make further connections to and lay new Service Conduits on or through the Retained Land necessary for any increased flow from time to time in such routes as may previously be approved in writing by the Transferor such approval not to be unreasonably withheld SUBJECT TO the person exercising any of the aforesaid rights of entry providing suitable alternative services at its sole cost for the duration of any works to the Service Conduits and making good forthwith all damage and loss caused thereby.

5. Services

The right in common with all others having a like right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Property through and along all Service Conduits which are now or may be constructed within the Perpetuity Period on over or under the Retained Land to the extent only that the same serve the Property or any part thereof SUBJECT TO the Transferee or the owner or owners for the time being of the Property paying a fair proportion of the reasonable cost of repairing and maintaining such Service Conduits PROVIDED THAT the Transferor may for the purpose of developing the Retained Land upon reasonable prior notice at its sole cost divert the course of any of the said Service Conduits subject to (a) providing suitable alternative Service Conduits (b) such diversion causing no material interruption in the services of the Property and (c) making good forthwith all damage and loss thereby caused.

6. Light and air

The right to the unimpeded access and enjoyment of light and air to all windows in the buildings now on the Property from or over the Retained Land

7. Quasi-easements etc

A: Property Register continued

All easements quasi-easements liberties privileges rights and advantages now used and enjoyed and which would be implied by statute or by reason of severance hereby effected over any land (including the Retained Land) owned and retained by the Transferor adjoining adjacent or neighbouring the Property.

PART 2 - EXCEPTIONS AND RESERVATIONS

1. Support

The full right of subjacent and lateral support from the Property and each and every part thereof for the benefit of the Retained land and each and every part thereof.

2. Access to repair

The right subject to not less than seven days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter upon such part of the property as may reasonably be necessary with or without workmen materials and appliances for the purpose of repairing and maintaining the Retained Land and any buildings now or within the Perpetuity Period erected thereon the person exercising such right making good forthwith all damage and loss caused thereby.

3. Rights of way

The right for all reasonable purposes connected with the use and enjoyment of the Retained Land or any part thereof in common with all others having a like right to pass and repass (with or without vehicles as appropriate in the case of roads and forecourts) over and along all roads accessways paths and forecourts forming part of the Property and not publicly adopted (except where and to the extent that such roads accessways paths and forecourts form an integral part of any individual dwelling within the Property and are intended for the sole benefit of such dwelling) SUBJECT TO the Transferor the owner or owners for the time being of the Retained Land paying a fair proportion of the reasonable cost of repairing and maintaining the same PROVIDED THAT the Transferee may upon giving not less than one month's written notice vary the route of any roads paths and accessways comprised in the Property provided that such variations do not materially adversely affect the use and enjoyment of the Retained Land.

4. Access to Service Conduits

The right subject to not less than seven days' prior written notice to the Transferee or its successors in title (except in case of emergency) to enter on to such part of the Property as may reasonably be necessary with or without workmen materials and appliances for the purpose of inspecting repairing maintaining and renewing any Service Conduits which serve the Retained Land or any part thereof TOGETHER WITH the right within the Perpetuity Period to make further connections to and lay new Service Conduits on or through the Property necessary for any increased flow from time to time in such routes as may previously be approved in writing by the Transferee such approval not to be unreasonably withheld SUBJECT TO the person exercising any of the aforesaid rights of entry providing suitable alternative services at its sole cost for the duration of any works to the Service Conduits and making good forthwith all damage and loss caused thereby.

5. Services

The right in common with all others having a like right to the passage and running of water soil gas electricity or other fuel telephone television and other services to and from the Retained Land through and along all Service Conduits which are now or may be constructed within the Perpetuity Period on over or under the Property to the extent only that the same serve the Retained Land or any part thereof SUBJECT TO the Transferor or the owner or owners for the time being of the Retained Land paying a fair proportion of the reasonable cost of repairing and maintaining such Service Conduits PROVIDED THAT the Transferee may for the purpose of developing the Property upon reasonable prior notice at its sole cost divert the course of any of

A: Property Register continued

the said Service Conduits subject to (a) providing suitable alternative Service Conduits (b) such diversion causing no material interruption in the services to the Retained Land and (c) making good forthwith all damage and loss thereby caused.

6. Light and air

The right to the unimpeded access and enjoyment of light and air to all windows in the buildings now on the Retained Land from or over the Property.

7. Quasi-easements etc

All easements quasi-easements liberties privileges rights and advantages now used and enjoyed over the property and which would be implied by statute or by reason of severance in favour of a purchaser of any land adjoining adjacent or neighbouring the Property owned and retained by the Transferor including the Retained Land as if the same had been transferred to such purchaser and the Property hereby transferred had been retained by the Transferor.

NOTE 1: The Retained Land referred to is the land in this title.

NOTE 2: The Perpetuity Period referred to means a period of 80 years from 25 March 2002

NOTE 3: The Service Conduits referred to mean "mains sewers drains pipes wires cables conduits gutters channels soakaways ditches watercourses and all other conducting media and apparatus other than those which are or shall become vested in the statutory undertakings."

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 (06.12.2013) PROPRIETOR: REIGATE & BANSTEAD BOROUGH COUNCIL of Town Hall, Castlefield Road, Reigate RH2 2TY and of DX54102, Reigate 2.

C: Charges Register

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

- 1 (25.02.2010) A Conveyance of the land in this title and other land dated 29 July 1938 made between (1) Merstham Manor Limited (Vendors) (2) The Right Honourable Hylton George Hylton Third Baron Hylton and (3) Merstham Park Tenants Limited (Purchasers) contains covenants details of which are set out in the schedule of restrictive covenants hereto.
- 2 (02.10.2014) UNILATERAL NOTICE affecting Unit 1 Portland Drive in respect of an Agreement for Lease dated 23 September 2014 made between (1) Reigate & Banstead Borough Council and (2) Day Lewis Chemists Limited.
NOTE: Copy filed.
- 3 (02.10.2014) BENEFICIARY: Day Lewis Chemists Limited (Co. Regn. No. 01586170) of Lion House, Red Lion Street, London, WC1R 4GB.
- 4 (14.01.2015) UNILATERAL NOTICE in respect of an agreement for lease dated 8 January 2015 made between (1) Reigate & Banstead Borough Council and (2) Ali Djahit Ali.
- 5 (14.01.2015) BENEFICIARY: Ali Djahit Ali of 33 Selbourne Square, Godstone RH9 8AT.
- 6 (04.02.2015) UNILATERAL NOTICE affecting the part edged blue on the

C: Charges Register continued

title plan in respect of an agreement for lease dated 15 January 2015 and made between (1) Reigate & Banstead Brough Council and (2) William Hill Organization Limited.

- 7 (04.02.2015) BENEFICIARY: William Hill Organization Limited of Greenside House, 50 Station Road, Wood Green, London (N22 7TP).
- 8 (30.03.2015) By a Deed dated 6 March 2015 made between (1) Surrey County Council and (2) Reigate & Banstead Borough Council the covenants contained in the Conveyance dated 29 July 1938 referred to above were expressed to be released.

NOTE: Copy filed.

- 9 (26.02.2016) The land is subject to the rights granted by a Deed dated 22 February 2016 made between (1) Reigate & Banstead Borough Council and (2) South Eastern Power Networks Plc.

The said Deed also contains restrictive covenants by the grantor.

NOTE: Copy filed.

- 10 (14.09.2016) 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.
- 11 (26.10.2016) The parts of the land affected thereby are subject to rights of parking granted by leases of adjoining land for a term of 150 years less 14 days from 21 October 2016.

Schedule of restrictive covenants

- 1 (25.02.2010) The following are details of the covenants contained in the Conveyance dated 29 July 1938 referred to in the Charges Register:-

"THE Purchasers to the intent and so that the said stipulations contained in the Second Schedule hereto shall be binding on the said land and premises hereby assured into whosoever hands the same may come hereby covenant (a) with the Vendors personally and (b) as a separate covenant with the Vendors and their successors in title the owner or owners for the time being of all lands in the Parishes of Merstham Coulsdon Chaldon Chipstead Nutfield and Bletchingley in the County of Surrey forming part of the Mersham Manor Estate now vested in the Vendors for an estate in fee simple (whether or not subject to leases or incumbrances) or any part of such lands (such covenant ensuring for the benefit and protection of the last mentioned lands and of every part thereof taken separately) and (c) (as a separate covenant) with the Vendors and their successors in title the owner or owners for the time being of all such of the said lands so vested in the Vendors as aforesaid as are situate within the area coloured on plan Number 2 attached hereto (such covenant ensuring for the special benefit and protection of all lands so vested and situate as last aforesaid and of every part thereof taken separately) that the Purchasers and the persons deriving title under them will at all times hereafter perform and observe the same stipulations in relation to the said land and premises hereby assured but it is hereby agreed that as regards any other property belonging to the Vendors such other property or any part thereof may be sold subject to or free from the stipulations aforesaid or any of them or subject to any other stipulations.

The SECOND SCHEDULE above referred to:-

1. Elevation and materials of houses and buildings erected or placed upon the property hereby assured and the development of the property shall be those of a modern first class housing estate on Garden Suburb lines.
2. Due regard shall be had to the character and class of the houses already erected in Rockshaw Road.
3. The Purchasers shall from the date hereof for ever maintain such of the boundary fences as belong to the property hereby assured.

Schedule of restrictive covenants continued

4. No temporary building or erection of any description is to be erected on the land hereby assured except an estate offices sheds for workmen engaged in building or other temporary buildings used in the development of the estate nor any booths caravans shows swings or roundabouts to be placed or used thereon.

5. The Purchasers shall not do or allow to be done on the land hereby assured anything which may be or grow into a nuisance or disturbance to the Vendors or any of their tenants and shall not erect or allow to be erected on the said land any sort or hoarding or other erection for advertising purposes save such notices as may be required as to parts thereof available for sale or letting.

Schedule of notices of leases

| | Registration date and plan ref. | Property description | Date of lease and term | Lessee's title |
|---|---------------------------------|--|--|----------------|
| 1 | 14.09.2016 1 (part of) | Flats 1-10 Hearthstone (ground, first and second floors) | 02.09.2016 150 years from 02/09/2016 | SY839344 |
| 2 | 28.09.2016 1 (part of) | Unit 1 Portland Drive | 25.08.2016 15 years from 25.8.2016 | SY839722 |
| 3 | 30.09.2016 1 (part of) | 4 Quarrydene Parade (ground floor) | 22.09.2016 15 Years from 22.9.2016 | SY839771 |
| 4 | 10.10.2016 1 (part of) | 2 Quarrydene parade (ground floor) | 05.09.2016 20 years from 5.9.2016 | SY839973 |
| 5 | 31.10.2016 1 (part of) | Convenience Store, Portland Drive (Ground floor) | 19.10.2016 15 years from and including 19 October 2016 | SY840461 |

End of register