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**HM Courts  
& Tribunals  
Service**

**Leasehold Valuation Tribunal**

**Case Number: CAM/11UB/OCE/2012/0006**

**Property** : **Flats 1- 9**  
**Lichfield House**  
**Bishop's Walk**  
**Aylesbury**  
**Bucks**  
**HP21 7LE**

**Applicant** : **Lichfield House Limited**

**Respondent** : **Kingley Properties Limited**

**Date of Application** : **13<sup>th</sup> February 2012**

**Type of Application** : **Application for a determination of terms of acquisition under section 24 of the Leasehold Reform, Housing and Urban Development Act 1993 ("the Act")**

**Date of Hearing** : **14<sup>th</sup> May 2012**

**Tribunal:**

**Mrs. J. Oxlade**

**Lawyer Chairman**

**Ms. M. Krisko BSc (EST. MAN) FRICS**

**Surveyor Member**

**Mrs. E. Flint DMS FRICS IRRV**

**Surveyor Member**

**Attendees:**

**Applicant**

**Ms. Lana Wood, Counsel**

**Ms. Bennett, Trainee Solicitor**

**Mr. Picott, Lessee**

**Respondent**

**Mr. Moore, Solicitor**

Observer

Mr. R. Pollock

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**DECISION**

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The Tribunal approves the TP1 and plan attached to these reasons as Appendix A.

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**REASONS**

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Background

1. On 23<sup>rd</sup> March 2012 the Nominee Purchaser, Lichfield House Limited (“the Applicant”) served on Kingsway Properties Limited, the Freeholder (“the Respondent”) an initial notice pursuant to section 13 of the Act, attached to which was a coloured plan (“the plan”).
2. The Applicant claimed:
  - the freehold of a building containing 9 flats (“the building”), marked red on the plan,
  - the freehold of land surrounding the building used as a garden area, marked blue on the plan (“the blue land”)
  - a full and unrestricted vehicular and pedestrian right of way to pass and re-pass over paths and drives, marked as yellow on the plan (“the yellow land”).

3. On 4<sup>th</sup> June 2010 the Respondent served a counter notice pursuant to section 21 of the Act, admitting the right to acquire the freehold of the building, but denying the participating tenants:
  - the right to acquire the blue land, and
  - the right of way in respect of the yellow land, because the leases already provide the Lessees with adequate provision, namely a right to go to and from the building.
4. Further, the counter notice also asserted that an appropriate contribution should be made by the Applicant to service charges incurred in maintaining the roadway and paths.

#### *First Hearing*

5. At the substantive hearing on 15<sup>th</sup> February 2011, Ms. Wood of Counsel represented the Applicant, but the Respondent was not represented. The Tribunal heard evidence from expert witnesses for both parties as to the valuation of the premises.
6. At that hearing Ms. Wood argued that the right of way over the yellow land was necessary because the nominee purchaser - being a legal person - would need a right of way over the yellow land in order to access its freehold of the building, and to authorise third parties' use of it; that the right needed to be in perpetuity, and so could not derive from the Lessees' titles alone. However, the right of way need not be as extensive as marked on the plan, as the Applicant would not need the right of way to turn left to go to Ripon House.
7. The hearing closed at 5pm on 15<sup>th</sup> February 2011, and so the Tribunal agreed to convene at the end of March 2011 to make its decision, by which point the Applicant was to submit an amended TP1 and plan, to show the extent of the rights sought by the Applicant over the yellow land. By the date of the reconvene, no amended TP1 and plan had been received.
8. On 20<sup>th</sup> May 2011 the Tribunal made its decision, as to the price payable, and that the blue land would be transferred as land falling within s1(3)(b) of the Act. In respect of the right of way over the yellow land, the Tribunal (paragraph 65) of the reasons found that:

"the Freeholder (as a legal person) must be entitled to have access to Lichfield House. We record that it was conceded at the hearing that the freeholder would not need access to Ripon House. Further, the right must exist in perpetuity and not only for the term of the lease, but need only be in terms similar to the lessee covenants (save that it need not include access to Ripon House). The right of way should not be conditional".

9. Subsequent to the decision, the parties could not agree the wording of the TP1, nor the attached plan - as the parties disagreed over the delineation of the interests of the Applicant over the yellow land. After much correspondence between the parties (in which a multitude of issues were raised), an application was made to the Tribunal on 13<sup>th</sup> February 2012 for resolution of the outstanding terms of acquisition. On 23<sup>rd</sup> February 2012 Directions were made for the filing of evidence, and skeleton arguments.

### Hearing

10. Although the Applicant was content for a determination on the papers the Respondent requested an oral hearing and so the application was listed for hearing on 14<sup>th</sup> May 2012. Both parties were represented, Ms. Wood on behalf of the Applicant and Mr Moore on behalf of the Respondent. Both parties filed skeleton arguments, in which the arguments were rehearsed in considerable detail.

### Issues

11. By the date of the hearing the issues had narrowed considerably, as follows:
- (i) the extent of the nominee purchaser's right of way over the yellow land,
  - (ii) whether or not the nominee purchaser should make a contribution to the upkeep of the whole estate, including the yellow land,
  - (iii) the terms of the TP1.
12. During the course of the hearing, the issues narrowed further still, as Mr. Moore conceded that a full title guarantee would be given.

### The Extent of the Right of Way

#### *The Applicant's Case*

13. Ms. Wood relied on paragraph 65 of the decision, her primary position being that at the first hearing the Tribunal received evidence, considered the parties rival positions, and determined that it was necessary for the nominee purchaser to have a right of way across the yellow land, as defined in the Applicant's draft TP1 (subject to the concession made that the Applicant would not need the right of way across all of the yellow land, to turn left to Ripon House). She submitted that had the concession not been made as to access to Ripon House, then the TP1 would have been approved by the Tribunal in its original form, and so would have been more extensive than the Nominee purchaser now seeks. Further, had the Tribunal intended to restrict

the extent of the right of way for the nominee purchaser, it would have said so in its reasons.

14. In the alternative, section 34(9) and Schedule 7(4) of the Act provides that a right of way over other property can be included in the conveyance if (i) the freeholder is capable of granting them and (ii) where “necessary for the *reasonable enjoyment of the relevant premises*”. In this case the nominee purchaser has an obligation to maintain the building and blue land, and so need good access, which there would not otherwise be. For example, it would be necessary to use a lawnmower over the blue land, but if the right of way was not granted as asked it could involve taking this through the building as the side access was not adequate. In short, having found that the blue land was an appurtenance and so to be conveyed with the building, it followed that the right of way was needed over the yellow land to serve the blue land.

#### *The Respondent's Case*

15. Mr. Moore also relied on paragraph 65 of the decision. It was also his primary position that at the first hearing the Tribunal received evidence, considered the parties rival positions, and determined that it was necessary for the nominee purchaser to have a right of way across the yellow land. However, he relied on the following words in the reasons to limit that right: “but need only be in terms similar to the Lessees covenants (save that it need not include access to Ripon House)”. In a nutshell, the Tribunal had provided for a limited right of way, as the Applicant did not need anything more extensive. He referred to the Lessees’ right of way reserved in paragraph 1 of the First Schedule of the lease, which provides “full right and liberty for the Lessee and all persons authorised by him (in common with other persons entitled to the like right) at all times by day or by night to go pass and repass over and along the service road and pathways leading to and from the main entrance of the said building and the passages landings and staircase leading to the Flat”. Had the Tribunal wanted to grant the right of way as argued by the Applicant – and which exceeds what the Lessees’ have - it would have said so.
16. His fall back position was that section 34 and Schedule 7 applied and that more extensive rights were not *necessary* for the Applicant to enjoy its rights. There are many properties which do not have access from the side or the back, and so all machinery/equipment would be taken through or lifted over the premises. That there is side access here is fortunate, but it falls short of qualifying as “necessary for the reasonable enjoyment of the relevant premises”. There certainly could be no reasoned argument that access up to the entrance to the garages fell within the definition.
17. Although Mr. Moore had initially placed reliance on section 1(4) of the Act, during the course of the hearing he conceded that as section 1(4) concerned

the *transfer* of the freehold of land - and the Tribunal was concerned with a right of way - it was not applicable.

#### *The Applicant's Case - reply*

18. In reply Ms. Wood summarised the Applicant's position: the Tribunal had already decided the matter; in the alternative, the rights over the yellow land were necessary to enjoy the blue land and the buildings.
  
19. Ms. Wood's fall back position – and with which Mr. Moore agreed - was that there was a half-way house, namely that the right of way could extend up to and beyond Lichfield House to just beyond the pathway of Winchester House.

#### Nominee Purchaser's contributions

#### *The Respondent's Case*

20. Mr. Moore explained that the Lessees of Lichfield, Winchester and Ripon Houses have obligations to pay service charges incurred in maintaining all three blocks, the grounds, the service road and pathways – and not limited to the building in which their own respective flats were situated. Although described by the Applicant as unusual, these cross-building covenants are not unusual. The freeholder was concerned that the Applicant's intention on acquisition of the freehold was to re-grant leases to the existing Lessees, but on terms which would require them to pay a contribution to maintain their own building – so cutting out their responsibility to contribute to the maintenance of Winchester and Ripon House. These Lessees will be released from their current obligations, so leaving the Lessor of the other two blocks unable to gather in 100% of the service charge contributions. Parliament could not have intended that the consequences of forcing a sale of land could lead to the Lessor being out of pocket.
  
21. The Respondent's case was that the contribution (payable by the Applicant) which it sought to have included in the conveyance, is in the nature of “a burden originating in tenure and burdens in respect of upkeep or regulation for the benefit of any locality ...; that Section 34(5) of the Act applied. Being mandatory in nature it must be included in the conveyance, irrespective of the Respondent's failure to refer to it in the counter notice.
  
22. His fallback position was that if it fell within section 34(4) as a rent charge, then the Tribunal was not prevented from including a provision in the conveyance, and so could exercise discretion.

#### *The Applicant's Case*

23. In response to the Respondent's claim that the conveyance should contain a covenant requiring the nominee purchaser to contribute to the costs of the estate, Ms. Wood's primary position was that the counter notice failed to comply with section 21(3)(e) of the Act, namely to describe such a provision which the freeholder considered should be included in the conveyance, in accordance with section 34 and Schedule 7. In short, the Respondent now seeks to argue that there should be a rent charge, which is an entirely new provision, and which the Respondent failed to claim at the right time. Accordingly, the Respondent was now "debarred" from arguing it as it was not a term of acquisition over which there was a dispute - and so the Tribunal had and has no jurisdiction.
24. In the alternative, the Tribunal had considered the matter, and the reference in paragraph 65 of the decision, "the right of way should not be conditional", shows that this is so. This is the only reasonable interpretation to be placed on this part of the reasons.
25. The Lessor has now "woken up" to the concern that it will be left without being able to gather in service charges from the Lessees of Lichfield House, but the simple solution is to apply to vary the leases. This would give effect to the purpose of the legislation, namely to facilitate the tenant's freedom from the constraints of a lessor. Whilst it has been acknowledged that the legislation can be regarded as expropriatory of the landlord's interests it was passed for the benefit of the tenants and it was the duty of the Court to interpret it to make it effective to confer on the tenants those advantages which Parliament intended, see **Cadogan v McGirk [1996] 4 All ER 643**.
26. The Respondent seeks to argue that the provision contended for falls within section 34(5) (without committing itself to which of the possible classifications apply) despite the fact that it is clearly a rentcharge - so to avoid the effect of section 34(4), which is discretionary.

#### *The Respondent's Case – reply*

27. Mr. Moore reiterated that if the legislation required the Tribunal to consider the matter, then it was irrelevant that the matter was not raised in the counter notice. The provisions were intended to meet the mischief which had arisen in this type of situation.

#### Subsidiary Matters

28. During the course of the hearing it became apparent that the "competing" drafts of the TP 1 needed refinement, and in view of the history of the matter both the Applicant and Tribunal were anxious to ensure that the drafts actually contended for were before the Tribunal in the final form. Some considerable time was spent in considering the drafts and amending them – the intention

being that the Tribunal would attach to the decision and reasons the TP1, which reflected the decisions made on the above issues.

29. At the request of the Tribunal Ms. Wood took instructions from the Solicitor with conduct of the Applicant's case, to the effect that the Applicant's intention on re-granting the leases of Lichfield House was not to include a right of way over the gardens of Winchester and Rippon House, indeed being the nominee purchaser it would not have power to do so. That being so, the Applicant's case is that there would be no need for the Lessees of Lichfield House to make a contribution to the upkeep of the communal gardens of the whole estate.
30. At the end of the hearing we adjourned for a short period to make our decision, announced our decision, so that the parties could agree a final TP1 which accorded with our decision.

### Jurisdiction

31. The Tribunal has jurisdiction over the matter by virtue of section 24(1) of the 1993 Act, which provides as follows:

"Where the reversioner in respect of the specified premises has given the nominee purchaser—

(a) a counter-notice under section 21 complying with the requirement set out in subsection (2)(a) of that section, or

(b) a further counter-notice required by or by virtue of section 22(3) or section 23(5) or (6),

but any of the terms of acquisition remain in dispute at the end of the period of two months beginning with the date on which the counter-notice or further counter-notice was so given, a leasehold valuation tribunal may, on the application of either the nominee purchaser or the reversioner, determine the matters in dispute".

### Decision

32. The Tribunal has carefully considered the arguments and counter arguments advanced. We have had regard to the decision made on 20<sup>th</sup> May 2011.

### The Extent of the Right of Way

33. Both parties say that the Tribunal's decision of 20<sup>th</sup> May 2011 defined the extent of the right of way, yet both interpret it in opposite ways to meet the argument that they advance: the Applicant relies on the lack of specific



reference to the limits of the right of way; the Respondent relies on the reference to the Applicant's right of way being granted in similar terms to the Lessees rights of way. Both arguments are logical, but clearly both cannot both be right.

34. It is regrettable that at the first hearing the Respondent elected not to be represented and to make no detailed final submissions on the extent of the right of way. The point was not fully argued, although the Tribunal recalls that Ms. Wood approached the point at the first hearing in accordance with her duty to assist the Tribunal: namely, to consider what the counter argument might be, and to seek to address it. It is also regrettable that so much time has passed since the decision, when recollections of all might have been somewhat fresher.
35. Having considered the decision of 20<sup>th</sup> May 2011 and the Tribunal's record of proceedings, we are not satisfied that the extent of the right of way was fully considered. We therefore consider it afresh.
36. There is now no dispute but that Section 34(9) and Schedule 7(4) of the Act is the applicable provision. The statute provides that the rights of way over other property can be included in the conveyance if the freeholder is capable of granting them and which are "necessary for the reasonable enjoyment of the relevant premises". There is no dispute as to the freeholder's capacity to grant the right of way sought by the Applicant.
37. The Tribunal recalls from the site inspection undertaken before the first hearing that there is limited land to the side (parallel to the road) of Lichfield House, which whilst sufficient for pedestrian access, would afford only limited access for machinery. The valuation experts reported on the general condition of the premises, which was poor, having suffered from a lack of cyclical maintenance and they identified a pressing need for maintenance to the building, which can be reasonably anticipated in the not too distant future. In view of these problems, it is reasonable to expect that there will be a need for scaffolding, heavy plant, and equipment. Although we accept that it would be physically possible to take machinery through or over the building, or to seek permission under the Access to Neighbouring Land Act 1993, these are measures of last resort. We find that it is necessary for the reasonable enjoyment of Lichfield House that it is well maintained, that the Applicant should be in a position to get it to the point of being well maintained. To achieve this there should be relatively easy access to all parts of the building and the appurtenant blue land.
38. We find that it is necessary for the Applicant's reasonable enjoyment of both the building and the blue land to have a right of way on the yellow land. We emphasize that the access if needed to the blue land, and that being so we find

that the this access should extend as far as the entrance to the garages, as shown on the Applicant's plan attached to the amended TP1. Both documents are attached to this decision.

#### Nominee Purchaser's contributions

39. We find that section 21(3)(e) of the 1993 Act requires a counter notice to specify what the Respondent reasonably requires in the conveyance. It is not therefore open to the Respondent now to seek to include in the conveyance a term which was not proposed therein. Further, it was not at the date of the first hearing a term in dispute and so something over which the Tribunal had or now has jurisdiction. We therefore conclude that we do not have jurisdiction to consider the term in its current form, for which the Respondent now contends.
40. In any event, the purpose of the legislation is to enable the Lessees to acquire the freehold, and so to acquire complete control of the premises. The terms contended for by the Respondent would undermine the very purpose. The building is in need of considerable work, arising from the Respondent's past lack of repair.
41. However, we do acknowledge that the Respondent will be left in a position where it cannot gather in 100% service charges incurred, but it remains open to the Respondent to seek a lease variation of the leases of the flats in Ripon and Winchester Houses. We discussed at the hearing the apparently simple solution being that the definition of "Buildings" could be amended in the leases, to refer only to Ripon and Winchester Houses.
42. Nevertheless, the Respondent did in the counter notice specify that any right of way should be "subject to an appropriate contribution to the service charges for the maintenance of the roadway and pathways concerned". Although Ms. Wood says that the Tribunal considered this in the first decision and determined that the "right should not be conditional", again, we make the point that the Respondent's decision not to be represented at the first hearing which deprived the Tribunal of receiving full argument. Despite Ms. Wood's admirable efforts to present the "other side" at the first hearing, where there were a multitude of issues for consideration we are not satisfied that it was fully argued and that a decision was made exactly on the point.
43. We therefore consider the matter afresh. We reject the Respondent's argument that the term contended for falls within section 34(5), which we find are for the preservation in a conveyance of ancient burdens. We find that the clause contended for is a rent charge, falls within section 34(4) of the Act, and accordingly falls within our discretionary powers. We consider it necessary for the benefit of the residents of all three blocks to exercise this power to ensure that the roads and paths are maintained, which are used by and benefit the Lessees, the reversioner and the Applicant.

44. We are grateful to Ms. Wood and Mr. Moore who have (in light of the decision orally announced) drafted amendments to the Applicant's TP1, paragraph 12, to record the obligation on the Respondent to maintain the service roads and paths, and a corresponding obligation on the Applicant to make a contribution to the upkeep. This has now been incorporated in the Applicant's final TP1, which is attached to this decision, and which we approve.

.....

Joanne Oxlade

6<sup>th</sup> June 2012

Land Registry  
Transfer of part of registered title(s)

TP1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) out of which the property is transferred: BM221219
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any:
3	Property: Lichfield House, Bishops Walk, Aylesbury, Buckinghamshire, HP21 7LE  The property is identified <input checked="" type="checkbox"/> on the attached plan and shown: edged red  <input type="checkbox"/> on the title plan(s) of the above titles and shown:
4	Date:
5	Transferor: Kingley Properties Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 03529849 <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
6	Transferee for entry in the register: Lichfield House Limited  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 06907162 <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
7	Transferee's intended address(es) for service for entry in the register: 152 High Street, Aylesbury, Buckinghamshire, HP20 1RE

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 12.

Place 'X' in any box that applies

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements
- other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

<b>8</b>	<b>The transferor transfers the property to the transferee</b>
<b>9</b>	<b>Consideration</b> <input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): Fifty Eight Thousand and Ninety Three Pounds (£58,039.00) <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
<b>10</b>	<b>The transferor transfers with</b> <input checked="" type="checkbox"/> full title guarantee <input type="checkbox"/> limited title guarantee
<b>11</b>	<b>Declaration of trust. The transferee is more than one person and</b> <input type="checkbox"/> they are to hold the property on trust for themselves as joint tenants <input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares <input type="checkbox"/> they are to hold the property on trust:
<b>12</b>	<b>Additional provisions</b> <b>Definitions</b> "Perpetuity Period" means 80 years commencing on the date of this Transfer  "Retained Land" means the land edged green on the plan annexed  <b>Rights granted for the benefit of the property</b>  (a) the right of free passage and running waste soil gas electricity and all other services to and from the Property through any sewers drains pipes wires and channels now running under or through the Retained Land and to make connections with such sewers drains pipes wires and channels for the purpose of exercising the free passage of water soil gas and electricity and all other services aforesaid the Buyer making good all damage occasioned in or arising out of the exercise of any such right and causing as little inconvenience as reasonably possible to the Seller and the occupiers of the Retained Land and provided that where the Buyer reasonably desires to enter any part of the Retained Land for the purpose of exercising any such right it shall do

so only with the prior written consent of the Seller (which consent shall not be unreasonably withheld) and the occupiers of the Retained Land

(b) Full right and liberty for the Transferee and all persons authorised by it (in common with other persons entitled to the like right) at all times by day or by night to go pass and repass over and along the service road and pathways leading to and from the Property shaded yellow on the plan being part of the Retained Land

(c) all easements rights and privileges (including any right of support and shelter) now or hereafter belonging to or enjoyed by any part of the Property as though the Property had been in separate ownership for more than 20 years

**Rights reserved for the benefit of other land**

(a) the free passage and running of air water soil gas electricity and all other services for every part of the Retained Land and any adjoining or neighbouring property through any sewers drains pipes wires ducts channels and other conduits which now (or which may be constructed during the Perpetuity Period run under or through the Property together with the right during the Perpetuity Period to lay construct and install any sewers drains pipes wires ducts channels and other conduits in or through the Property by such route or in such location as the Seller may require (the Seller giving due consideration to but not being bound by any representations that the Buyer may make as to the proposed route or location) and to make connections with any existing or future sewers drains pipes wires ducts channels and other conduits for the purpose of exercising the free passage of air water soil gas electricity and all other services

(b) all easements rights and privileges (including any right of support and shelter) now or hereafter belonging to or enjoyed by any part of the Retained Land as though the Property had been in separate ownership for more than 20 years

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Include words of covenant.

**Restrictive covenants by the transferee**

Include words of covenant.

Restrictive covenants by the transferor

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

Other

1. The Transferor shall maintain the service road and pathways leading to and from the Property shaded yellow on the plan being part of the Retained land.

2. The Transferee will on demand pay to the Transferor such proportion of the total amount expended by the Transferee in maintaining the said service road and pathways as the rateable values of all the flats in Lichfield House bears to the total rateable values of all the flats in Lichfield, Ripon and Winchester Houses.

3. If the Transferee alleges that the Transferor has not complied with its obligations under (1) above it may send a notice specifying the works necessary to remedy the alleged disrepair to the Transferor, and, if the works specified have not been carried out by the Transferor within 6 months of the date of the notice, the Transferee may carry out the specified works in default and the Transferor will in that event on demand pay to the Transferee such proportion of the total amount expended by the Transferee in maintaining the said service road and pathways as the rateable value of all the flats in Winchester and Ripon Houses bears to the total rateable values of all the flats in Lichfield, Ripon and Winchester Houses.

4. Within 28 days of the date of the Transferee's notice of disrepair, the Transferor may give counter-notice of its intention to refer the question of what, if any, works required to the arbitration of a single arbitrator sitting in England and Wales. If within a further period of 14 days, the parties have not agreed the identity of the arbitrator, then either party may apply to the President of the RICS for the appointment of an arbitrator. The decision of the arbitrator shall be final and binding and the costs shall be paid as he directs.

5. The Property is sold together with the rights granted for the benefit of the Property excepting and reserving the rights reserved for the benefit of other land

6. This Transfer is executed for the purposes of Chapter 1 of Part I of the 1993 Act

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be

13 Execution

EXECUTED AS A DEED by )
KINGLEY PROPERTIES LIMITED )
acting by (or by affixing its )

company seal in the presence of)	)
Director	
Director/Secretary	
EXECUTED AS A DEED by	)
LICHFIELD HOUSE LIMITED	)
acting by (or by affixing its	)
company seal in the presence of)	)
Director	
Director/Secretary	

**WARNING**

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

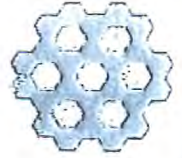
Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

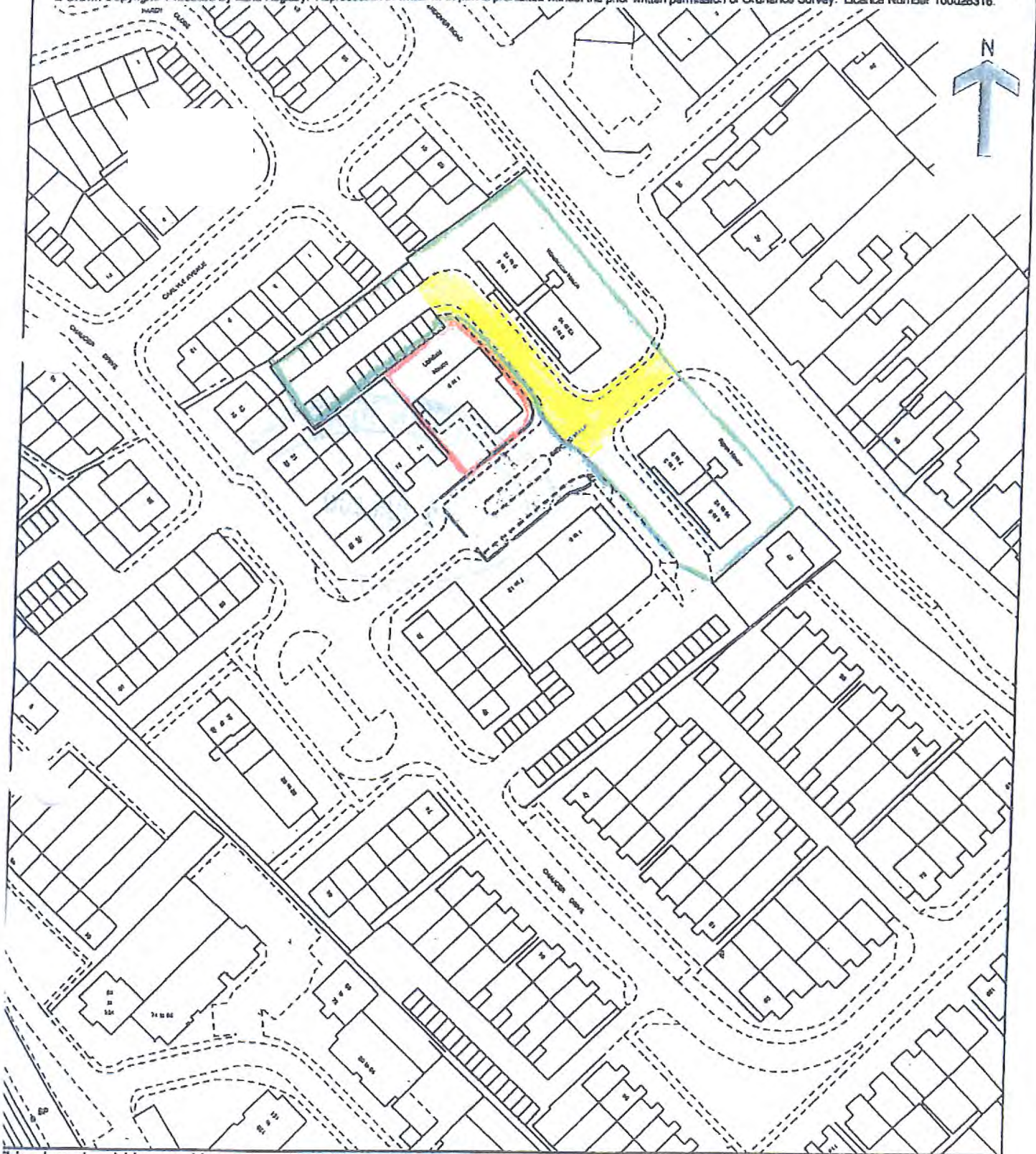


# Land Registry Index map plan

Ordnance Survey map reference SP6212NE  
Scale 1:1250  
Plan prepared on 10/02/2011 at 00:00:01



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This plan should be read in conjunction with result T59UUJB.

This plan shows the general position, not the exact line, of the boundaries. It may be subject to distortions in scale. Measurements scaled from this plan may not match measurements between the same points on the ground. See Land Registry Public Guide 19 - Title Plans and Boundaries.

