

Flat  
11 Basil Street  
LONDON  
SW3 1AX  
Tel & Fax:

14 May 2001

Dear Noëlle

Ⓐ It was all a pretence of complying with legislation - When lessees take them on that's what they do!

There was absolutely no intention of lessees being able to buy the head lease - (As evidenced by dtl Adhed).

And THERE WAS A BREACH OF LEGISLATION AND THEREFORE LESSEES RIGHTS - AS CHANGE IN OWNERSHIP TOOK PLACE ON 1<sup>st</sup> JUNE 2001 - See ATTACHED LAND REGISTRY RECORD

Our solicitor has now let me know that the landlord has effectively withdrawn his offer to sell the residents the head lease.

! The reason given by the landlord's solicitor is that the Notice issued by them to us in December 2000 was invalid, as it lacked the necessary enclosures. The solicitor will be seeking precise clarification of the position from the landlord's solicitor. Ⓐ

Effectively, this means that we go back to the position we were in before the offer was made. The landlord would now be able to offer the head lease for sale again, but would have to offer the residents first refusal in accordance with the law and we would again have two months to decide if we wanted to take up the offer.

It has also come to light today that the porter's flat (no 21) has very recently been sold by the landlord to Mr Andrew Ladsky. STEEL SERVICES = LADSKY et al.

Clearly it is desirable for us to meet and discuss matters and what we now wish to do. It is relevant that the landlord remains in breach of the lease with regard to the internal and external decoration of the block and I know from my discussions with you that there are also other matters that you want to talk about.

Could I please ask you, therefore, to let me know as soon as possible whether you are able to attend a meeting on any of the following dates in June:

Monday 4 June  
Thursday 7 June  
Friday 8 June  
Tuesday 12 June

The meeting will be only for those residents involved in the present group who wished to purchase the head lease. The meeting will be in central London and I will let you know the time and venue as soon as I have dates from you.

In the meantime, thank you for the information you have given me, which has enabled me to build up a very clear picture of what has been going on. If you have any questions, you always know where I am and I look forward to seeing you at the forthcoming meeting.

With best wishes

# OFFICE COPY OF REGISTER ENTRIES

This office copy shows the entries subsisting in the register on 26 March 2002 at 09:49:40.  
This date **must be quoted as the 'search from date'** in any official search application based on this copy.

Under s.113 of the Land Registration Act 1925, this copy is admissible in evidence to the same extent as the original.

Issued on 26 March 2002.

This title is dealt with by the **Birkenhead (Rosebrae) District Land Registry.**

## HM Land Registry

Title Number : **NGL373333**



Edition Date : 3 August 2001

### A: Property Register

*This register describes the land and estate comprised in the title. Except as mentioned below, the title includes any legal easements granted by the registered lease but is subject to any rights that it reserves, so far as those easements and rights exist and benefit or affect the registered land.*

#### KENSINGTON AND CHELSEA

1. (8 May 1980) The **Leasehold** land shown edged with red on the plan of the above Title filed at the Registry and being 7 to 13 (odd) Basil Street, Chelsea.

NOTE:-As to the part tinted blue on the filed plan only the vaults and cellars are included in the title.

2. Short particulars of the lease(s) (or under-lease(s)) under which the land is held:  
DATE : 31 March 1980  
TERM : 73 years from 29 September 1979  
RENT : £3000 rising to £12000 and additional rent  
PARTIES : 1.The British Petroleum Pension Trust  
2.Banwick Investments Limited
3. There are excepted from the effect of registration all estates, rights, interests, powers and remedies arising upon, or by reason of, any dealing made in breach of the prohibition or restriction against dealings therewith inter vivos contained in the Lease.
4. The lessor's titles are registered.



**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. (22 November 1996) **PROPRIETOR:** STEEL SERVICES LIMITED care of Laytons, Carmelite, 50 Victoria Embankment, London, EC4Y 0LS.
2. (1 June 2001) **RESTRICTION:** Except under an order of the registrar no disposition is to be registered or noted unless a certificate by a solicitor is furnished confirming that such a disposition is permitted pursuant to clause 6.7 of an Agreement dated 26 July 2001 made between (1) Steel Services Limited (2) Canso Properties Limited and (3) Patrick May O'Connor.

**C: Charges Register**

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

1. A Conveyance of the freehold estate in 11 and 13 Basil Street and other land dated 28 May 1903 made between (1) Belgravia Estate Limited (Company) (2) Alfred Thomas Hailey and John Joseph Deadman and (3) Sir Aubrey Edward Henry Dean Paul (Purchaser) contains the following covenants:-

AND the Purchaser for himself and his assigns hereby covenants with the Company and its assigns with intent to bind all persons in whom the premises hereby conveyed shall for the time being be vested but not so as to be personally liable in damages for any breach of such covenant after the Purchaser shall have parted with the premises hereby conveyed Not at any time to erect or permit to be erected on the premises hereby conveyed or any part thereof any building or buildings exceeding sixty five feet in height And not to use or permit to be used on the same premises or any part thereof any machinery or engine of a noisy or noisome character And not to do or permit or suffer to be done upon the same premises or any part thereof anything which shall or may be or become a nuisance to the occupiers of any of the adjoining or adjacent property of the Company or its assigns or any person claiming through or under them And not to use or permit any part of the same premises to be used for any business or trade of any description but for purposes of a private residence or residential flats only.

NOTE:-A Memorandum is endorsed on the above-mentioned Conveyance that by a Deed dated 18 December 1903 (Sic) made between (1) Alfred Thomas Hailey and John Joseph Deadman (2) Harrods Stores Limited and (3) Belgravia Estate Limited covenants were entered into limiting to sixty five feet the height of the buildings to be erected on (inter alia) the land comprised in the said Conveyance but neither the original nor a certified copy or examined abstract of the Deed referred to has been produced.

2. A Conveyance of the freehold estate in 9 Basil Street dated 16 June 1903 made between (1) The Belgravia Estate Limited (2) Alfred Thomas Hailey and John Joseph Deadman and (3) The Honourable Ralph Pelham Nevill (Purchaser) contains the following covenants:-

And the Purchaser with intent to bind all persons in whom the said piece of land shall for the time being be vested but so as not to be personally liable under this covenant after he has parted with the same hereby covenants with the Company their successors and assigns that he the