

The Birkenhead (Rosebrae) District Land Registry
Inappropriate granting of Title
Rosebrae Court
Woodside Ferry Approach
Birkenhead
Merseyside
L41 6DU

Ms N K-Dit-Rawé
3 Jefferson House
11, Basil Street
London SW3 1AX

28 March 2006

(By Special Delivery)

Dear Madam / Sir

Acquisition of the headlease Title NGL 373 333 by Lavagna Enterprises, a superior headlessor first registered by the Land Registry on 31 January 2006, under Title BGL 56 642, has rendered the headlease materially defective

In the attached "*Notice by landlord to qualifying tenants of proposed disposal – Landlord and Tenant Act 1987 Section 5*"¹, dated 10 February 2006, Portner and Jaskel, solicitors acting for Steel Services state, among others:

1. "*This notice...relates to the leasehold land and buildings known as Jefferson House 7 to 13 (odd) Basil Street, Chelsea, London SW3 ("the building")...*"
2. "*The landlord has a leasehold interest in the building*"
3. "*The landlord intends to sell the leasehold interest in the property as defined below*"
4. "*the property" means the building*"

The end of the "*Notice*" states: "...*Schedule of Notice of Leases registered at HM Land Registry a copy of which is annexed to this Notice...*".

What was enclosed with the "*Notice*" are pages three to six of the Title NGL 373 333². Hence, pages one and two were not enclosed.

Judging from the date of the mortgage obtained from HSBC, point six, on page three, which states 31 January 2006, this copy was obtained just prior to sending the "*Notice*".

I have separately obtained pages one and two of the Title for NGL 373 333. The first page³ states, under point 5 ("*20.10.2004*")

"As to the land edged and lettered X in green on the title plan only the Air Space abutting and above the level of the surface of the roof of Jefferson House has been removed from this title"

I provided two opportunities to Portner and Jaskel to confirm what they had captured in the "*Notice*".

The first time was in my 3 March 2006⁴ letter in which, I stated:

"My understanding of this is that the "Notice", refers to the building, as it stands now, in its entirety i.e. the whole of Jefferson House".

¹ S.5 Landlord & Tenant Act 1987 "*Notice...of disposal*", dated 10 February 2006 and 10 February 2006 covering letter from Portner and Jaskel

² Enclosure supplied with the 10 February 2006 "*Notice*" sent by Portner and Jaskel

³ First page of Title NGL 373 333

⁴ My 3 March 2006 letter to Portner and Jaskel

Portner and Jaskel replied in the affirmative in its letter, dated 6 March 2006⁵, stating:

"I confirm the notice relates to the property known as Jefferson House, 11-13 Basil Street (odd), London SW3 1AX".

As this was a different address, I highlighted this in my follow-up correspondence of 11 March 2006⁶ asking for confirmation of the correct address.

It replied on 14 March 2006⁷ stating that it was a typographical error and confirmed that the address captured in the "Notice" was the correct address.

In actual fact, (in addition to withholding pages one and two of the Title), Portner and Jaskel has provided false and misleading information given that the 'Airspace of Jefferson House', Title BGL 51 266, has been removed from the Title NGL 373 333

Other Land Registry records I have also obtained separately indicate the following:

- *"Agreement for lease of the air space above the roof of 7-13 Basil Street dated 15 September 2003 in favour of Steel Services Limited"*
- The parties involved in the granting of the *"leasehold...being Airspace of Jefferson House, 7-13 Basil Street, London SW3 1AX"*, on **10 October 2004** were Jefferson House Limited and Steel Services Limited. (The price was recorded as £110,000).
 - Jefferson House Limited is the freehold owner and has three titles: 69 051 (11 and 13 Basil St); 69 437 (9 Basil St); 101 949 (7 Basil St)
- On **10 August 2005**, BGL 54 458, the penthouse flat, became a lessee of 'Airspace of Jefferson House'

Acquisition of the headlease Title NGL 373 333 by Lavagna Enterprises, a superior headlessor first registered by the Land Registry on 31 January 2006, under Title BGL 56 642, has rendered the headlease materially defective

Barely ten days before the "Notice" was sent by Portner and Jaskel, Lavagna Enterprises Limited had in fact acquired the lessee's Title Steel Services, NGL 373 333.

The Land Registry Title for BGL 56 642⁸ indicate that, in a £875,000 transaction, recorded by the Land Registry on 31 January 2006, between Jefferson House Limited and Steel Services, Lavagna Enterprises became the superior headlessor (and, in the process became the lessee of Jefferson House Limited – recorded as such on each of the three titles for Jefferson House Limited).

Lavagna Enterprises Limited holds two lessees' titles.

- The first one is NGL 373 333 which is Steel Services Limited.
- The second one is BGL 51 266, 'Air space abutting and above the level of the surface of the roof'.

Hence, Lavagna Enterprises Limited now owns (among others at Jefferson House) the lessee's title for Steel Services, the air space of Jefferson House and the penthouse flat (which includes a title for a car parking space).

(Aside from the fact that Steel Services issued the 10 February 2006 "Notice of disposal" for NGL 373 333 to the lessees when, in fact, it had just concluded the disposal of the Title to Lavagna Enterprises –

⁵ 6 March 2006 letter from Portner and Jaskel

⁶ My 11 March 2006 letter to Portner and Jaskel

⁷ 14 March 2006 letter from Portner and Jaskel

⁸ Land Registry Title BGL 56 642, Lavagna Enterprises Limited

and, of course, had not issued a Section 5 "Notice" prior to doing this), this transaction results in a materially defective headlease.

In particular, the fact that a superior headlessor has been added means that the headlessor can no longer perform its obligations, which, my lease state as:

5 – *"The lessor hereby covenants with the lessees"*

"5 (1) to maintain repair..."

"5 (1) (a) the roofs...chimney stacks gutters..."

Omitted from these are

"...repairing and renewing the television and radio receivers installed on the building..."

which are covered under the Fourth Schedule, section 10.

The outcome of these transactions between Steel Services, Lavagna Enterprises and Jefferson House Limited is that **the headlessor no longer has control of the roof as it is now in the hands of a superior headlessor** – Lavagna Enterprises.

In addition, these transactions also have material implications in relation to other covenants in my lease, given that the penthouse flat is under the control of Lavagna Enterprises. In particular:

5 – *"The lessor hereby covenants with the lessees"*

"5 (1) to maintain repair..."

"5 (1) (b)...water pipes electric cables and wires and supply lines...upon the building..."

"5 (1) (c) the boiler and heating and hot water apparatus..."

"5 (1)(d) the passenger lifts lift shafts and machinery..."

5 (2)(4) "To insure and keep insured the building...and in case of destruction of or damage to the building or any part thereof so as to make the same unfit for habitation and use... to lay out all monies received in respect of such insurance ... in rebuilding and reinstating the same...."

Consequently, what we, the lessees, are being offered to buy is a defective headlease Title, which amounts to transferring the consequent problems in relation to the maintenance and management of the building on us: we will have no control over the roof and last floor of the building and will not therefore be able to fulfil the above mentioned covenants.

This is the same situation as the case of **Kintyre Ltd v Romeomarch Property Management Ltd** in which the **Land Registry Adjudicator, Mr Michael Mark**, dismissed the application to register the lease, because:

"The roof space was required for the proper management of the roof..."

And endorsed the Leasehold Valuation Tribunal determination (LON/ENF/1177/04)

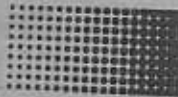
"...that the maintenance of the roof itself, or any structure placed upon the roof, such as an aerial, depends upon the proper management of the airspace"

I trust you will agree that, in light of this, the lease and Title for Lavagna Enterprises needs to be revoked.

Yours faithfully

N K-Dit-Rawé

Royal Mail
special delivery



guaranteed by 1pm

next day

to

Name Burkenhead (Rosebrose)

Address Dishuck LR
In appropriate circumstances take
Roxbore Ckt. Woodside Ferry
Approach, Burkenhead,
Merseyside

Postcode L41 6DU

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Tick one level Up to £1,000 Up to £2,500
- Write your address below.
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