

**DECISION OF THE LEASEHOLD VALUATION TRIBUNAL ON AN  
APPLICATION UNDER SECTION 26 AND 27 OF THE LEASEHOLD REFORM,  
HOUSING AND URBAN DEVELOPMENT ACT 1993**

**Case Reference:** LON/00BG/OCE/2013/0077

**Premises:** 59 Fashion Street, London E1 6PX

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**Applicants:** Holly Olivia Watt (1) , Ekbal Hussain Ali (2) and  
Salma Selim (3)

**Represented by:** Ringley Legal Services LLP

**Respondent:** Sultan Mohammed

**Date of Determination:** 30 May 2013

**Leasehold Valuation  
Tribunal:** Mr J P Donegan (Chair)  
Miss A Hamilton-Farey FRICS (Valuer Member)

**Date of Decision:** 21 June 2013

**DECISION UNDER SECTION 27 OF THE LEASEHOLD REFORM, HOUSING AND  
URBAN DEVELOPMENT ACT 1993**

**1. Introduction**

This document records the Tribunal's decision.

- (a) The Tribunal determines that the appropriate sum to be paid into court pursuant to section 27 (5) (a) of the Leasehold Reform, Housing and Urban Development Act 1993 ("the 1993 Act") is £9,218 (Nine Thousand Two Hundred and Eighteen Pounds).
- (b) The Tribunal approves the transfer deed in the form attached, pursuant to section 27 (3) of the 1993 Act.

**2. Background**

- (a) The application relates to 59 Fashion Street, London E1 6PX ("the Premises"), which contains two leasehold flats. The First Applicant is the registered leasehold proprietor of Flat A at the Premises. The Second and Third Applicants are the joint registered leasehold proprietors of Flat B. The Respondent is the registered freehold proprietor of the Premises.
- (b) On 25 February 2013 the Applicants issued a claim in the West London District Registry of the Chancery Division of the High Court in which they sought a vesting order for the Premises, pursuant to section 26(1) of 1993 Act.
- (c) On 19 March 2013 Deputy District Judge Sheldon, sitting at West London County Court, made an order staying the claim and transferring the proceedings to the Tribunal for the approval of the form of conveyance and for a determination of the appropriate sum to be paid into Court.
- (c) The proceedings were subsequently transferred to the Tribunal and directions were issued on 18 April 2013. The directions provided that the case should be dealt with as a paper determination. None of the parties have requested an oral hearing.

- (d) The Applicants' solicitors provided the Tribunal with a bundle of documents in accordance with the directions. The bundle included a draft transfer deed and a valuation report from Mr David Field FRICS, dated 24 May 2013. The Applicant's solicitors subsequently filed an amended second page for the draft transfer deed on 28 May 2013.
- (e) The Tribunal considered the various documents in the bundle, when making its decision.

### **3. The Law**

The relevant sections of the 1993 Act are set out below:

#### **Section 27 (1)**

*A vesting order under section 26(1) is an order providing for the vesting of any such interests as are referred to in paragraph (i) or (ii) of that provision-*

- (a) *in such person or persons as may be appointed for the purpose by the applicants for the order; and*
- (b) *on such terms as may be determined by a leasehold valuation tribunal to be appropriate with a view to the interests being vested in that person or those persons in like manner (so far as the circumstances permit) as if the applicants had, at the date of their application, given notice under section 13 of their claim to exercise the right to collective enfranchisement in relation to the premises with respect to which the order is made.*

#### **Section 27 (3)**

*Where any interests are to be vested in any person or persons by virtue of a vesting order under section 26(1), then on his or their paying into court the appropriate sum in respect of each of those interests there shall be executed by such person as the court may designate a conveyance which-*

- (a) *is in a form approved by the leasehold valuation tribunal, and*
- (b) *contains such provisions as may be so approved for the purpose of giving effect so far as possible to the requirements of section 34 and Schedule 7;*

*and that conveyance shall be effective to vest in the person or persons to whom the conveyance is made the interests expressed to conveyed, subject to and in accordance with the terms of the conveyance.*

**Section 27 (5)**

*The appropriate sum which in accordance with subsection (3) is to be paid into court in respect of any interest is the aggregate of-*

- (a) such amount as may be determined by a leasehold valuation tribunal to be the price which would be payable in respect of that interest in accordance with Schedule 6 if the interest were being acquired in pursuance of such a notice as is mentioned in subsection (1)(b); and*
- (b) any amounts or estimated amounts determined by such a tribunal as being, at the time of execution of the conveyance, due to the transferor from any such tenants of his of premises comprised in the premises in which the interest subsists (whether due under or in respect of their leases or under or in respect of agreements collateral thereto).*

**Section 34 (9)**

*Except to the extent that any departure is agreed to by the nominee purchaser and the person whose interest is to be conveyed, any conveyance executed for the purposes of this Chapter shall-*

- (a) as respects the conveyance of any freehold interest, conform with the provisions of Schedule 7, and*
- (b) as respects the conveyance of any leasehold interest, conform with the provisions of paragraph 2 of that Schedule (any reference in that paragraph to the freeholder being read as a reference to the person whose leasehold interest is to be conveyed, and with the reference to the covenants for title implied under Part I of the Law of Property (Miscellaneous Provisions) Act 1994 being read as excluding the covenant in section 4(1)(b) of that Act (compliance with the terms of lease*

**Section 34 (10)**

*Any such conveyance shall in addition contain a statement that it is a conveyance executed for the purposes of this Chapter, and any such statement shall comply with such requirements as may be prescribed by land registration rules under the Land Registration Act 2002.*

**4. The Tribunal's Decision**

- (a) The Tribunal determines that the price to be paid for the freehold of the Premises in accordance with schedule 6 to the 1993 Act is £9,218 (Nine Thousand Two Hundred and Eighteen Pounds) for the reasons set out in Mr Field's report, a copy of which is attached to this decision. Accordingly this is the sum to be paid into court, pursuant to section 27 (5) (a) of the 1993 Act.
- (b) The amended draft transfer deed relates to a conveyance of a freehold interest and complies with Schedule 7 of the 1993 Act. It contains a statement under section 34(10). The only amendments required to the draft are a minor correction to the freehold title number in box 1 and the insertion of the price in box 8.

**CHAIRMAN:**

**J P DONEGAN**

**DATE: 21 JUNE 2013**

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Residential Property Tribunal Service  
10 Alfred Place  
London  
WC1 7LR

Our Ref: 20020741  
Your Ref: PJ/LON/00BG/OCE/20130077

Report Prepared by: David Field

24 May 2013

The following valuation has been carried out in accordance with the Practice Statements in the RICS Valuation Professional Standards 2012 (The Red Book). I confirm that I am independent of any interested parties involved in this transaction.

## VALUATION REPORT

<b>TYPE OF PROPERTY</b>	Two self-contained flats.
<b>ADDRESS</b>	59 Fashion Street London E1 6PX.
<b>CUSTOMER</b>	The lessees of 59 Fashion Street.
<b>INTEREST BEING VALUED</b> Freehold/Leasehold	Freehold.
<b>DATE OF VALUATION</b>	Order of the Court dated 19 <sup>th</sup> March 2013
<b>VALUATION PURPOSE</b>	Freehold Enfranchisement.
<b>PLANNING</b> Use Classes Order 1987 (as amended) See Appendix	Residential.  Town & Country Planning (Use Classes) Order 1987 – Class C3 use.



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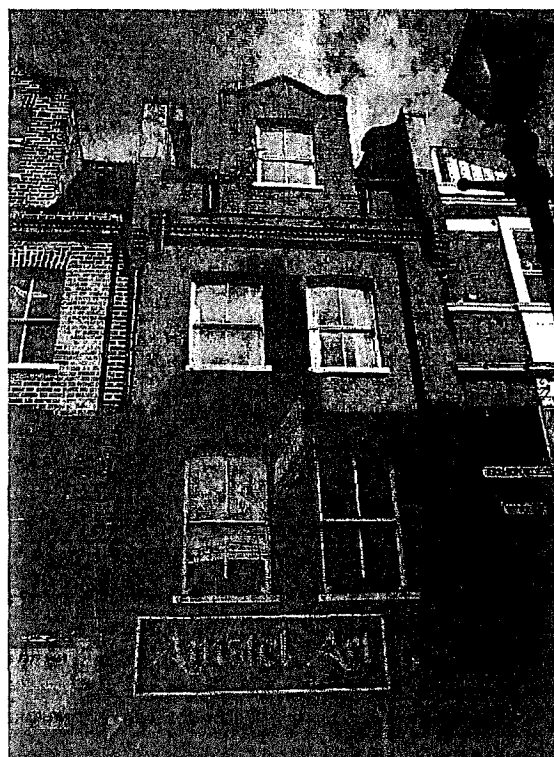
## 1 LOCATION

The property is located within the London Borough of Tower Hamlets, in the heart of Spitalfields area of east London. Fashion Street runs between Commercial Street (A1202) and Brick Lane. Commercial Street is part of the inner London ring road and Brick Lane a major residential and commercial street. Liverpool Street station, Network Rail and Underground is approximately 400m to the west, and Shoreditch Overground station is approximately 300m north-east of the property. Aldgate and Whitechapel High Street are approximately 200m to the south. The area is primarily mixed commercial and residential, with the former Spitalfields Fruit Market in Commercial Street, providing substantial market type shopping and a potential redevelopment in the future. There are numerous bus services within the area, and the property is close to Tower Bridge to enable easy access to south London.

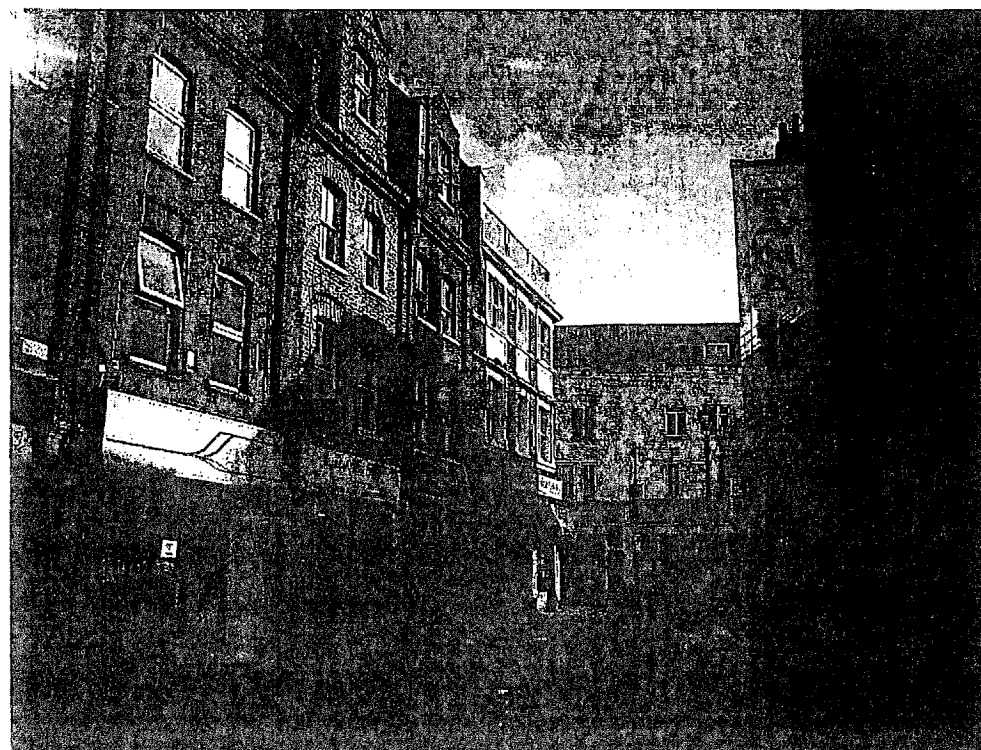
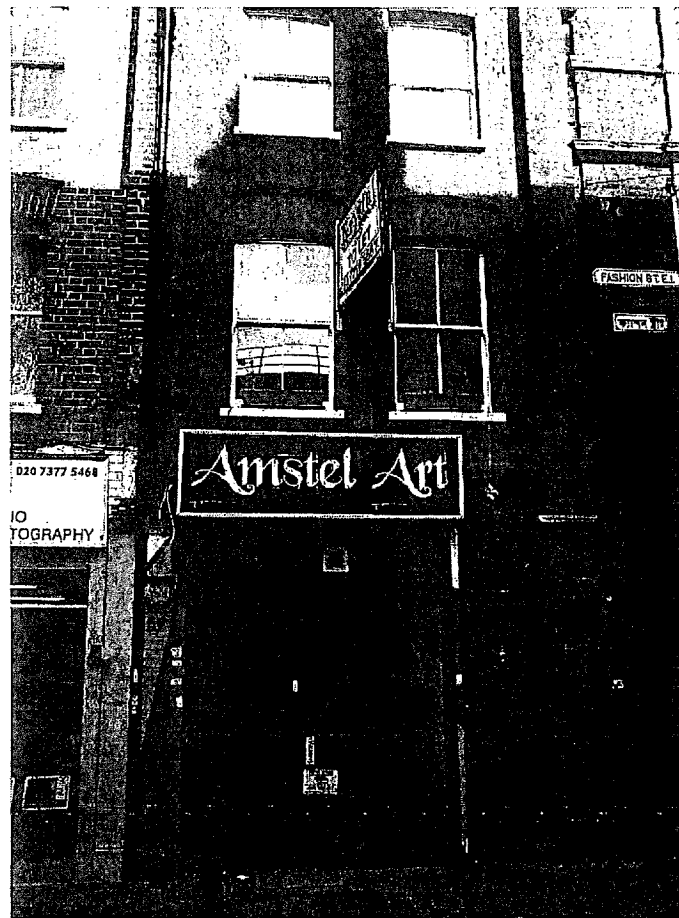
## 2 DESCRIPTION

The property was built in approximately 1890, as a four storey terraced building with basement and is now currently converted into two flats. No. 59 Fashion Street covers ground floor and basement, and 59A with its separate entrance from Fashion Street, is arranged over the first, second and third floors. There is no outside space to speak of and parking is available kerb side within the vicinity subject to strict parking controls.

The flat known as 59 was vacant at the time of my inspection. Its appearance at ground floor gives the impression of a shop front however I am informed that the last use was as a residence and my site inspection confirmed than this was so.



3 PHOTOGRAPH





4

**ACCOMMODATION**

For area definitions see  
appendix

**Ground floor and basement flat comprising:**

**Ground floor**

Front area: 5.41m x 2.57m.

Middle area: 1.77m x 5.4m.

Rear area: approximately 2m average x 3.6m average.

Staircase to

**Basement.**

Front area: 1.95m x 3.49m.

Vaults below pavement: 0.92m x 1.54m.

Rear area: 2.72m x 3.3m.

Shower and WC: approximately 2.91m x 1.61m.

**First floor maisonette comprising:**

Staircase from street to

**First floor**

Kitchen: 3.57m x 1.76m.

Staircase and landing area: 3.12m x 2.93m overall.

Separate WC: 1.44m x 0.8m.

Staircase to

**Second floor.**

Front living room: 3.6m x 3.45m, narrowing to 2.4m.

With landing area: 2.88m x 3.12m.

Staircase to

**Third floor**

Bedroom: 3.29m into dormer window x 3.52m.

Shower: 1.9m x 1m.

11

Staircase and landing area: 2.06m x 1.19m.

**Approximate gross internal floor area:**

**Area of ground floor and basement – 42.43 sq.m. 456 sq. feet.**

**Area of upper flat – 53.2 sq.m. 570 sq. feet.**

Measurements provided are approximate and for guidance purposes only. All areas are approximate only and unless indicated otherwise have been measured on a gross internal basis in accordance with the RICS Code of Measuring Practice.

**5 CONSTRUCTION**  
Traditional/Non-traditional  
Hazardous materials

The building is built in traditional solid brick construction under a pitched roof covered in slates, with dormer window to the front elevation at third floor level. There are timber suspended floors throughout, with the exception of the basement where the floor is solid. Windows to the upper floor are traditional, single glazed timber sashes. There is a single glazed shopfront to Fashion Street.

Central heating is provided to the upper flat by way of an independently controlled gas fired central heating system, with steel paneled radiators in the various rooms. At the present time, there is no permanent form of heating to the ground and basement areas.

**6 CONDITION**

The property is generally in good condition throughout, with the upper flat in good decorative order. The ground floor and basement appears to have been stripped of fittings apart from the shower room and WC, but the general condition is fair.

As the lessees have contracted under their Leases to keep the interior of their flats in good repair I have ignored the individual condition of the interior and the fitting out of the properties and have formed my opinion of their individual values on the basis that they are in such good repair well fitted and have a permanent form of heating. As the Freeholder is able to serve a schedule of dilapidations to call for works to be carried out, the cost of which would have to be met by the Lessees, I therefore disregard any repairs and defects outstanding as these are the lessees responsibility and liability.

I have not undertaken a building survey of the property.

**7 ESSENTIAL REPAIRS**

Specialist investigations required  
Re-inspections necessary

Item  
None.

Approximate Cost

**8 TENURE, LEASES & TENANCIES**

At the time of my inspection, the upper flat was occupied and in use for residential purposes. The ground floor and basement areas were vacant but appeared to have last been used for residential purposes..

Discussion on :  
Lease terms & passing rent

Both leases are similar, being for a term of 99 years, commencing on 25<sup>th</sup>

Current open market rental value  
Grade of income  
Quality of the tenant for the location  
Typical lease terms for the location  
Time the tenant(s) have traded from location  
Stability of income / break clauses  
Type of tenancy  
Ease of re-gaining possession

**For lease & tenancy definitions see appendix**

Discussion on :  
Comparable sales  
Market/investment yields  
Development Appraisal  
Sensitivity to changes in rent/yields/construction costs

April 2005, with no rent reviews. The current ground rent passing for each flat is £50 per annum fixed for the full term of the lease.

The lease for flat 59 describes the demised premises as "all that flat being the ground floor and basement of the building".

The leases are held on full repairing terms, with insurance and external repairs a joint responsibility.

For the purposes of my valuation I have calculated that there are 91.03 years unexpired as at the date of the Court Order.

The Sixth Schedule of the Act requires that the valuation is carried out by reference to three component factors.

*Clause 2(1)(a): The value of the Freeholder's interest in the property:*

*Clause 2(1)(b): At least 50 per cent of the marriage value of the  
Participating flats:*

*Clause 2(1)(c): Any other compensation to which the Landlord might be entitled.*

#### Tenant's Improvements

Schedule 13 Part II of the 1993 Act states in Clause 3, para (c) with regards to improvements that:

..... any increase in the value of the flat(s) which is attributable to an improvement carried out at his own expense by the tenant or by any predecessor in title is to be disregarded

In preparing this valuation I have not been advised of any relevant improvements save for normal modernization to disregard.

#### The Freeholder's current interest - capitalization of ground rent income

The value of the Freeholder's interest is the value of the right to receive the ground rent income and the value of the right to receive the property back at the end of the term. The ground rents are known, and are fixed at £50 per flat per annum for the full length of the term.

It is generally accepted that the reversionary value, being the value at the end of the Lease when the flats revert to the Landlord, is calculated by reference to market values today adjusted as this capital sum is not receivable until the expiry of the existing leases.

### Capitalisation & deferment rates

The capitalization rate is the investment yield (multiplier) applied to the income stream to derive the capital value of the right to receive this income.

In *Nicholson vs Goff*, the Lands Tribunal identified as the factors relevant in respect of the capitalisation rate as:

- the length of the lease term,
- the security of recovery,
- the size of the ground rent (a larger ground rent being more attractive),
- whether there was a provision for review of the ground rent and, if there was such provision,
- the nature of it.

The Lands Tribunal went on to say that there was no valuation rationale to justify adopting the same capitalisation and deferment rate as the capitalisation rate is likely to vary in every case. Where however, the ground rent is small and the unexpired term is not long there will be no significant difference in adopting one particular rate rather than another.

The deferment rate is an investment valuation term that represents the multiplier that is applied to the reversionary value to derive the current value of the future right to market value of a vacant flat. Customarily this rate is marginally lower than the capitalisation rate as there are associated costs and perceived hassle of collecting the investment income as opposed to the reversionary value of the vacant flat at the end of the lease which is a future right.

Residential auction evidence of ground rental investments evidences capitalization yields for long term investments at 3-8%.

In 2006 the *Sportelli* Lands Tribunal case judged in favour of all landlords essentially instructing valuers to apply a 5% deferment rate on flats, but leaving it up to negotiation to argue the right capitalization rate to apply. This ruling dramatically improved the previous position for landlords.

In 2007 the Court of Appeal re-heard the *Sportelli* case and upheld that deferment rates should be linked to the long term money markets and that deferment rates should be 5% for central London; unless there were significant local factors that could demonstrate that the money markets were not the appropriate mechanism for valuing ground rents. Their reasoning being that location factors in relation to the landlord's interest are already dealt with in the value of the reversion, (the open market value of the freeholder's interest at the end of the lease), so it would be hard to demonstrate an enhanced risk premium.

The *Sportelli* case has upheld that the deferment rate should be derived by

the following formula

$$DR = RFR - RGR + RP$$

where

DR = deferment rate, RFR = risk free rate, RGR = real growth rate and RP = risk premium

This method of deriving the formula is similar to the CAPM used by financial analysts. The risk free rate is 2.25%, less real growth rate of 2%, plus risk premium (for houses 4.5% and for flats 4.75%) results in a deferment rate for houses 4.75% and for flats 5%. The higher rate for flats was intended to reflect the greater management problems associated with flats. The risk free rate was derived from the yield on index linked gilts which on a five year rolling average suggests a risk free rate range of 2-2.5%. Real challenges to the deferment rates set will therefore arguably be dependent on the long term trends in the money markets.

I have adopted a capitalisation rate of 7% and a deferment rate of 5% by the conventional method of valuation following the Sportelli decision. I see no reason to depart from these variables.

#### The extended lease value

In preparing this part of the valuation we have considered the following comparable market evidence.

- 59 Fashion Street – A ground floor and basement flat. Sold in April 2005, for £250,000 and by applying the Land Registry House Price Index, which shows an increase from April 2005 to the present day of 32%, suggesting a value of £330,000.
- 59A Fashion Street was sold in November 2006, for £235,000, between that date and present; indications are that there was a 17% rise. However, this results in a figure of £274,950 for this particular flat. The two properties are somewhat unique in their layout, and therefore difficult to find strict comparables.
- Flat 3/20 Folgate Street – a one bedroom flat with study arranged over two floors 760 sq. ft. with a long lease sold with completion in January 2012 for £440,000 (£578/sq. ft.)
- 3/53 Fashion Street - a 1 bedroom 3rd floor flat 585 sq. ft. with a roof terrace, long lease, sold in September 2011 for £395,000 (£675/sq. ft.)
- 1/53 Fashion Street - a 1 bedroom first floor flat with balcony 548 sq. ft. for sale at £425,000 under offer at £420,000 (£766/sq. ft.)

To get a flavour of values in the area, I have looked at various auction sales: a first floor flat with three rooms, unmodernised and vacant at 32a Cephas Street, Spitalfields, sold in July 2012 for £306,000. A modern self-contained, purpose built ground floor flat, with two rooms in Nightingale House, 50 Thomas More Street sold in July 2012, on a 126 year lease, for £340,000.

There are a number of one bedroom flats on the market, available in a

mansion block at The Cloisters in Commercial Street, E1, with a 1 bedroom apartment on the third floor being offered at £349,995, and another 1 bedroom apartment on the second floor, offered at £329,995.

6 The Cloisters, a 1 bedroom ground floor flat is under offer at £310,000

A second floor, 2 bedroom ex Council flat, in Middlesex Street, E1. Is offered at around £340,000, and there is another 1 bedroom flat in The Cloisters, offered at £305,000.

59a is arranged one over three floors, but has small habitable rooms and no outside space. The ground floor flat as it is in need of modernization for continued use as a residential flat. Flat 59 is considered to have a long lease value of £310,000 and 59a of £345,000.

59 is at ground floor and basement and requires modernization to allow it to continue as a residential flat and the accommodation at basement level I am of the opinion that the value should be £310,000.

59a is arranged on 3 floors with small rooms. It has the open aspect of an upper level property and typical of a Victorian flat in the confines of the area.. I am of the opinion that the value should be £345,000

I have not made any inspection of the comparables.

#### Marriage Value

Since the Commonhold and Leasehold Reform Act 2002 it is set in law that marriage value

(a) would only have to be paid to the Freeholder for any lease that has less than 80 years unexpired.

(b) would be fixed at 50%

Marriage value is simply the difference between the sum of all parties existing interests and the sum of their proposed interests post enfranchisement.

**In this case marriage value is nil.**

#### Intermediate landlord

In this case there is no head lease between the underlease owned by my Clients and the Freeholder.

9A  
OTHER  
COMPENSATION

#### Other Compensation – Development value – landlord retained parts

This is to cover such things as unexpended development value where the Landlord might claim that there are parts of the property which can be further developed for further value to himself. In this case I am of the opinion there are no other areas of compensation to which the Landlord might be entitled.

On my inspection no such hope value was identified.

Freeholder owns a flat in the block

Both flats are held on leasehold titles, there being no flats held by the Freeholder as part of the freehold title.

Other matters

I believe the property to have been built around 1880-1890, as a terraced shop with residential over. I have no knowledge when the residential use was implemented at ground floor level. There is no evidence to suggest that for these flats there has been a more hazardous use. I am therefore not aware of any contaminative land uses.

From my inspection, it is evident that the property is well managed and maintained. This has been taken into account when forming my opinions of value.

I confirm that no conflict of interest arises in respect of the instruction to provide a valuation of this property.

**VALUATION UNDER THE LEASEHOLD REFORM, HOUSING & URBAN DEVELOPMENT ACT 1993 AS AMENDED**

My full valuation (which is set out in the Appendices) has been prepared to calculate the Enfranchisement price under the Housing & Urban Development Act 1993 (as amended). This valuation includes the valuation heads as set out in the Act.

In the event that negotiations fail the case could be referred to the Leasehold for determination.

Under the Act the Lessees are responsible for payment of the Lessor's reasonable solicitor's fees in respect of the conveyance and surveyors fees.

**VALUATION** | I am are therefore of the opinion that the Enfranchisement price payable by the lessees for the Freehold interest in accordance with the requirements of the Leasehold Reform, Housing and Urban Development Act 1993 at the valuation date is

**£9,218 (nine thousand two hundred and eighteen pounds)**

**7% capitalization rate**

**5% deferment rate**

**100% relativity rate**

**1% uplift to freehold value**

**Statement of Truth**

This Witness statement complies with the requirements of the Royal Institution of Chartered Surveyors, as set down in *Surveyors Acting as Expert Witnesses: Practice Statement (now Valuation Standards)*. In accordance with that practice statement I make a declaration that I believe in the accuracy and truth of the matters put forward, that the report includes all facts that I regard as being relevant to the opinion that I have expressed, and that I have drawn to the attention of the Tribunal all matters which would affect the validity of my opinion as required by Practice Direction 35 of the Experts and Assessors, supplementing CPR Part 35.

The Witness statement also complies with the requirements of the Academy of Experts and I make the following declaration:

- (i) I understand that my primary duty in written reports and giving evidence is to the Court rather than to the party who engaged me.
- (ii) I have endeavoured in my report and in my opinions to be accurate and to have covered all relevant issues concerning the matters which I have been asked to address.
- (iii) I have endeavoured to include in my report those matters which I have knowledge of, or of which I have been made aware, that may adversely affect the validity of my opinion.
- (iv) I have indicated the sources of all information I have used;
- (v) I have not, without an independent view, included or excluded anything which has been suggested to me by others.
- (vi) I will notify those instructing me immediately and confirm in writing if for any reason my existing report requires any correction or qualification;
- (vii) I understand that my report, subject to any corrections before swearing as to its correctness, will form the evidence to be given under oath or affirmation and I may be cross examined on my report by a cross examiner assisted by an expert and I am likely to be subject of public adverse criticism if the judge of the Court concludes that I have not taken reasonable care in trying to meet the standard set out in the above.
- (viii) I confirm that I have not entered into any arrangement where the amount or payment of my fees is in any way dependant on the outcome of the case

This Witness Statement also complies with the Civil Procedure Rules and I confirm that in so far as the facts stated in my report are within my own knowledge, I have made clear which they are, I believe them to be true, and the opinions I have expressed represent my true and complete professional opinion.

**DATE OF INSPECTION**

The inspection of this property was carried out on 26<sup>th</sup> September 2012, by myself as an independent valuer.

Signed   
David Field FRICS (Registered Valuer)

Dated 24<sup>th</sup> May 2013



Land Registry  
Transfer of whole of registered title(s)

TR1

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.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

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) of the property: NGL319719 - <del>NGL319719</del> NAL318719
2	Property: 59 Fashion Street, London, E1 6PX
3	Date:
4	Transferor: Sultan Mohammed  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
5	Transferee for entry in the register: Holly Olivia Watt, Ekbal Hussain Ali and Salma Selim  <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix:  <u>For overseas companies</u> (a) Territory of incorporation:  (b) Registered number in the United Kingdom including any prefix:
6	Transferee's intended address(es) for service for entry in the register:  Holly Olivia Watt, 59 A Fashion Street, London, E1 6PX  Ekbal Hussain Ali and Salma Selim, 59 B Fashion Street, London, E1 6PX
7	The transferor transfers the property to the transferee

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 11.

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.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
  - in the first box, or
  - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance. These guides are available on our website [www.landregistry.gov.uk](http://www.landregistry.gov.uk)

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

## 8 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures):
- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:  
The court has directed the transferee to apply the purchase price of the property, the sum of £

## 9 The transferor transfers with

- full title guarantee
- limited title guarantee

## 10 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

For themselves as tenants in common in the following shares.  
Holly Olivia Watt (60%), Ekbal Hussain Ali (20%), Salma Selim (20%)

## 11 Additional provisions

1. The Transferee hereby covenants with the transferor by way of indemnity only to observe and perform the covenants contained or referred to in the registers of title number NGL319719 and to be liable for any future breach or non-observance thereof.
2. This transfer is executed for the purposes of Chapter I of Part I of the Leasehold Reform, Housing and Urban Development Act 1993.

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 executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Land Registry's Public Guide 18 – *Joint property ownership* and Practice Guide 24 – *Private trusts of land* for further guidance.

12 Execution  
Signed as a deed by the Person/ Persons who are so appointed by Court to act on behalf of the Transferor Sultana Mohammed

.....

in the presence of:

Signature of witness.....  
Name (in BLOCK CAPITALS) .....  
Address.....  
Occupation.....

Signed as a deed by Holly Olivia Watt

.....

Signature of witness.....  
Name (in BLOCK CAPITALS) .....  
Address.....  
Occupation.....

Signed as a deed by Ekbal Hussain Ali

.....

Signature of witness.....  
Name (in BLOCK CAPITALS) .....  
Address.....  
Occupation.....

Signed as a deed by Salma Selim

.....

Signature of witness.....  
Name (in BLOCK CAPITALS) .....  
Address.....  
Occupation.....

**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.

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