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**FIRST-TIER TRIBUNAL
PROPERTY CHAMBER
(RESIDENTIAL PROPERTY)**

Case Reference : LON/00AT/OCE/2017/0167

Properties : 91 & 91A Bath Road, Hounslow
TW3 3BT

Applicant : Chetan Kumar Kishore Parmar

Representative : Garner & Hancock Solicitors

Respondent : Ranjit Sandhu

Representative : None

Type of Application : Section 27 Leasehold Reform,
Housing and Urban Development
Act 1993 – determinations of the
appropriate sum and the terms of
the transfer

Tribunal Members : Judge John Hewitt
Mr Kevin Ridgeway MRICS

**Date and venue of
Determination** : 5 September 2017
10 Alfred Place, London WC1E 7LR

Date of Decision : 6 September 2017

DECISION

Decisions of the tribunal

1. The tribunal determines that:
 - 1.1 The appropriate sum for the purposes of section 27(5) of the Act is £45,763.00; and
 - 1.2 The transfer shall be in the terms of that attached draft.
2. The reasons for our decisions are set out below.

NB Later reference in this Decision to a number in square brackets ([]) is a reference to the page number of the hearing file provided to us for use at the hearing.

Procedural background

3. On 5 January 1989, the respondent was registered at Land Registry as the proprietor of the freehold interest in the property 91 & 91A Bath Road Hounslow – Title Number MX134204 [27].

The Charges Register records that the freehold interest is subject to two long leases:

91A Bath Road: Title Number NGL384809. Lease dated 15 April 1980. Term: 99 years from 25 December 1969

91 Bath Road: Title Number AGL211241. Lease dated 1 February 2010. Term: 189 years from 25 December 1969

4. On 27 December 2012, the applicant was registered at Land Registry as proprietor of the lease of 91A Bath Road [32].
5. On 22 August 2011, the applicant was registered at Land Registry as proprietor of the lease of 91 Bath Road [31].
6. Evidently the respondent reversioner has been missing for a number of years.
7. On 10 June 2016, the applicant made an application to the County Court at Brentford – Claim No. COO BF934. The applicant sought a vesting order pursuant to section 26 of the Act [1].
8. By an order made 19 September and drawn 15 October 2016 [65] District Judge Nicholson sitting at the County Court at Brentford made a vesting order and stayed the proceedings to allow the claimant to make an application to this tribunal for the determination of the appropriate sum to be paid into court and the terms of the transfer.
9. An application was duly made to this tribunal and directions were issued. Pursuant to those directions we have been provided with a page-numbered file of material papers.

The appropriate sum

10. Section 27(5) of the Act makes provisions for the determination of the appropriate sum.
11. We have been provided with a report made by Mr P J Roper BSc FRICS. It is dated 29 June 2017 [68].

We are satisfied, on the evidence provided, that Mr Roper is suitably qualified to make the report and that he understands his professional duty to the tribunal.

We have gone through the report carefully. It is in a format compliant with rule 19 of this tribunal's rules which concern expert evidence. We are satisfied that Mr Roper has identified the issues he is to address and he has gone through a methodical and conventional process to arrive at his valuation. We find he has adopted and applied good and appropriate professional practice in his approach.

Mr Roper has provided evidence of comparable transactions which is acceptable. His relativity is supported and it strikes a chord with the members of the tribunal.

12. Accordingly, we accept Mr Roper's evidence and determine the appropriate sum is £45,763 made up as shown on his valuation at [76].
13. In the absence of any valid demands for payment of ground rent we are satisfied that no arrears of ground rent are payable on completion.

The terms of the transfer

14. A draft transfer is at [107]. We have gone through the draft and find that it is acceptable form. We therefore determine that the transfer shall be in the form of that draft. For ease of reference a copy of that approved draft is attached to this decision.

Judge John Hewitt
6 September 2017

Transfer of whole of registered title(s)

Approved Draft John Dewit 06.09.2017

Any parts of the form that are not typed should be completed in black ink and in block capitals.

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'.

Remember to date this deed with the day of completion, but not before it has been signed and witnessed.

Give full name(s) of all the persons transferring the property.

Complete as appropriate where the transferor is a company.

Give full name(s) of all the persons to be shown as registered proprietors.

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with HM 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: MX134204
2	Property: 91 BATH ROAD, HOUNSLOW, MIDDLESEX, TW3 3BT
3	Date:
4	Transferor: RANJIT SANDHU <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: CHETAN KUMAR KISHORE PARMAR <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: 26 ELMSWORTH AVENUE, HOUNSLOW, MIDDLESEX, TW3 4DT
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 *Joint property ownership* and *practice guide 24: private trusts of land* for further guidance. These are both available on the GOV.UK website.

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

8	Consideration <input type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures): <input type="checkbox"/> The transfer is not for money or anything that has a monetary value <input type="checkbox"/> Insert other receipt as appropriate:
9	The transferor transfers with <input type="checkbox"/> full title guarantee <input checked="" type="checkbox"/> limited title guarantee
10	Declaration of trust. The transferee is more than one person and <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:
11	Additional provisions The Transferee hereby covenants with the Transferor that the Transferee and its successors in title will at all times hereby duly observe and perform the Landlord's covenants contained in the Leases for the upstairs maisonette 91a Bath Road and the Ground Floor maisonette 91a Bath Road and will keep the Transferor and the Transferor's estate and effects effectually indemnified against any costs claims demands and action in respect of any breach or non-observance thereof.

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.

12 Execution

Executed as a Deed by the
BRENTFORD COUNTY COURT
in accordance with the
Court Order dated 19th September 2016

If there is more than one transferee and panel 10 has been completed, each transferee must 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 Joint property ownership and practice guide 24: private trusts of land for further guidance.

Remember to date this deed in panel 3.

Signed as a deed by CHETAN
KUMAR KISHORE PARMAR in the
presence of:

Signature

Signature of witness
Name (in BLOCK CAPITALS)
Address

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.