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LONDON RENT ASSESSMENT PANEL

DECISION OF THE LEASEHOLD VALUATION TRIBUNAL

**ON AN APPLICATION UNDER SECTION 37 PART IV OF THE LANDLORD
AND TENANT ACT 1987**

Case Reference: LON/00BK/LVL/2012/0013
Buttermere Court, 1 Boundary Road, St John's
Wood, London NW8 6NR

Premises:

Applicant(s): Buttermere Court Freehold Limited

Representative: EDC Lord & Co

Respondents: The long leaseholders of 77 flats in the premises
set out in Appendix 2 to this decision

**Date of paper
Determination:** 13 September 2012

Tribunal: Mrs Sonya O'Sullivan

Background

1. This is an application made pursuant to section 37 of the Landlord and Tenant Act 1987 ("the 1987 Act"), seeking a variation of the leases at Buttermere Court, Boundary Road, St John's Wood, London NW8 6NR ("Buttermere Court") principally by increasing the heads of expenditure which can be recovered through the service charge provisions of the leases.
2. The application is made under section 37 of the 1987 Act so that at least 75% of the parties to the application must consent to the variation. The landlord has the written consent of 67 of the 77 leaseholders and these have been provided to the Tribunal.
3. The property in question is described in the application as a 1972 purpose built block of high-class residential flats on 11 floors consisting of 77 apartments, common parts and parking spaces.
4. The variations sought are said by the landlord to be necessary "so as to ensure the good and proper estate management and security of Buttermere Court for the benefit of all leaseholders and to bring the leases into line with a modern and commercially acceptable form (sic)". The landlord believes this cannot be achieved without varying all of the leases.
5. The services and costs which are proposed to be included by way of the variations include portage, CCTV security, a video entry system, key fob entry system and legal costs (in relation to the recovery of outstanding ground rent and service charges, rectifying breaches of covenant, complying with legislation and defending claims brought against the company). In relation to the portage the Tribunal is informed that all leaseholders have been paying for this service voluntarily save for Mr Parissis.
6. Directions were made dated 15 June 2012. Direction 1 provided that the landlord should send a copy of the directions to each leaseholder and by a certificate dated 6 August 2012 made by Hemani Pathirani for the Applicant it was confirmed that this direction had been complied with.
7. The directions also provided for the application to be dealt with by way of a paper determination in the week commencing 27 August 2012 although the parties were informed of their right to request an oral hearing. Should an oral hearing be requested it was to be held on 29 August 2012. The leaseholder of Flat 77, Mr Parissis, subsequently requested an oral hearing. However by letters dated 26 and 31 July 2012 he requested a postponement of the hearing to a date in November. This was refused by a decision dated 2 August 2012 and amended on 7 August 2012. By letter dated 14 August 2012 Mr

Parissis confirmed that he was unable to attend the scheduled hearing and consented to the application being dealt with on paper. As no other party to the proceedings had requested an oral hearing the application was accordingly considered by way of a paper determination on 29 August 2012.

8. In his letters of 26 and 31 July 2012 Mr Parissis requested permission to rely on expert evidence in relation to the issue of compensation. The Tribunal gave such permission on the basis that any report should be served on the landlord by 16 August 2012. The issue of compensation and the evidence before the Tribunal is considered below.

Evidence

9. The Tribunal was provided with copy consent forms from 67 of the 77 leaseholders. Correspondence has also been received from three leaseholders as follows:
 - (a) Mr Andrew Parissis of 77 Buttermere Court – a statement in response objecting to the application has been lodged
 - (b) Hayman Hansa LLP, the leaseholder of Flat 3 has given consent to the proposed variations. A deferment of the consideration of the application was requested which was refused. The points raised by this Respondent relate to the rights of the parties following the enfranchisement and does not have any bearing on the issue of the proposed variations. In any event the Tribunal agrees this would be a matter for the County Court.
 - (c) Helga Zitcer of Flat 15 does not oppose the variation. She has drawn to the landlord's attention the fact that the parking space which forms part of her demise was not properly referred to in the application. This does not have any bearing on the proposed variations sought and the application before the tribunal.
10. The only objector to the proposed variations is therefore Mr Parissis, the leaseholder of Flat 77 at Buttermere Court.
11. In its application the landlord set out in full the variations sought. The landlord also relies on the witness statement of Hemani Pathirani, a director of the Applicant company. The landlord also submitted written submissions in support of its application by Kevin Patrick Ryan FRICS of Carter Jonas LLP. The landlord has also served a statement in reply to the statement lodged by Mr Parissis (see below). The witness statement served by the landlord provides full details of the services provided and the reasons for the variations sought.

12. Mr Parissis served a statement in response to the application with enclosures. He has also sent in various correspondences on a piecemeal basis raising and commenting on further issues. Mr Parissis served further evidence in relation to the issue of compensation in his letter dated 14 August 2012 (referred to below).

13. What follows is a summary of those submissions together with the landlord's response;

(i) There are no provisions in the proposed variations for the leaseholders to provide "input" to the way in which the property is managed

In reply the landlord says it is not a conventional provision for leaseholder input.

(ii) Costs may be increased and there is no control
This is denied by the landlord.

(iii) There is no necessity for managing agents and the landlord can do the job

The employment of managing agents is a common feature of leasehold management which is believed will be beneficial.

(iv) The lease makes adequate provision for building maintenance

The proposed provisions are in the interests of good estate management.

The landlord also points out that it must act reasonably in complying with legislation. Shareholders have the power to remove directors.

The reference to case no LRX/38/2010 is not relevant as it is brought under a different section of the 1987 Act and therefore on a different statutory footing.

14. The Tribunal would point out that the case law relied upon by Mr Parissis relates to applications under section 35 of the 1987 Act rather than under section 37 as in this case. The Tribunal has a more limited discretion under applications under section 37 than it does under section 35.

15. The Tribunal has considered the evidence submitted carefully and its decision is set out below.

The proposed variations – the Tribunal’s decision:

Section 37 of the Act states:

(1) *Subject to the following provisions of this section, an application may be made to [a leasehold valuation tribunal] in respect of two or more leases for an order varying each of those leases in such manner as is specified in the application.*

(2) *Those leases must be long leases of flats under which the landlord is the same person, but they need not be leases of flats, which are in the same building, nor leases, which are drafted, in identical terms.*

(3) *The grounds on which an application may be made under this section are that the object to be achieved by the variation cannot be satisfactorily achieved unless all leases are varied to the same effect.*

(4) *An application under this section in respect of any leases may be made by the landlord of any of the tenants under the leases.*

(5) *Any such application may only be made if-*

(a) *in a case where the application is in respect of less than nine leases, all or all but one, of the parties concerned consent to it; or*

(b) *in a case where the application is in respect of more than eight leases, it is not opposed for any reason by more than 10 per cent of the total number of the parties concerned and at least 75 per cent of that number consent to it.*

(6) *For the purposes of subsection (5)-*

(a) *in the case of each lease in respect of which the application is made, the tenant under the lease shall constitute one of the parties concerned (so that in determining the total number of the parties concerned a person who is the tenant under a number of such leases shall be regarded as constituting a corresponding number of the parties concerned); and*

(b) *the landlord shall also constitute one of the parties concerned.*

Section 38 provides that:

(3) If on an application under section 37, the grounds set out in subsection (3) of that section are established to the satisfaction of the [tribunal] with respect to the leases specified in the application the tribunal may subject to subsection (6) and (7) make an order varying each of the leases in such manner as its specified in the order.

Section 38 provides;

(6) A tribunal shall not make an order under this section effecting any variation of a lease if it appears to the tribunal –
(a) that any variation would be likely to substantially to prejudice-
(i) any respondent to the application, or
(ii) any person who is not a party to the application
and that an award under subsection (10) would not afford him adequate compensation, or
(b) that for any other reason it would not be reasonable in the circumstances for the variation to be effected

16. The Tribunal is satisfied that the requisite percentage of parties, (including the landlord), consenting to the agreed lease variation has been met. Further, the Tribunal is also satisfied that not more than 10 per cent of the total parties concerned, whether this is calculated by reference to the one lessee actively in disagreement, or by taking account of the lessees who have failed to signify their agreement or disagreement, has also been met in accordance with the statutory criteria.
17. The Tribunal is satisfied that the Applicant's object in seeking the lease variation cannot be met unless all subject leases are varied to the same effect. Having considered the application as a whole and the evidence submitted by Mr Parissis the Tribunal is satisfied that the making of an order for variation would not be likely to prejudice any respondent or any person who is not a party to the application under section 38(6) and that an award under subsection (10) would not afford him adequate compensation. Further it does not consider that for any other reason it would not be reasonable in the circumstances for the variation to be effected under section 38(6b).
18. The Tribunal therefore finds that the leases may be varied pursuant to section 37 of the 1987 Act in the form requested by the order attached as Appendix 2 to this decision.

19. The Tribunal therefore makes an order varying the lease in the terms of the Order attached.

Application for Compensation

20. Mr Parissis also makes a claim for compensation in respect of the variations under section 38(10) of the Act. In support he relies upon written submissions dated 14 August 2012 together with accompanying service charge schedules for 2008, 2009 and 2010 together with calculations prepared by Beckett & Kay.

21. Mr Parissis contends that the cost of provision of portage services, water supply, light and heat (common parts) refuse collection, telephone, stationary and postage, accountancy fees and bank charges is detrimental to him and that if he has to pay these charges he should be compensated. This calculates a compensation figure of £36,000.

22. He relies on calculations confirmed to have been made by Mr Peter Beckett FRICS of Beckett & Kay. A second calculation is also provided in relation to legal costs. This calculates a compensation figure of £7,000.

23. Mr Parissis' figures are criticised by Mr Ryan for the landlord on the following basis;

- The calculations do not form part of an experts report and the basis of the instructions to Mr Beckett are therefore unclear as are the basis of the calculations
- The outgoings are capitalised into a lump sum and no account is taken of the increase in value to the flat as a result of these beyond its value were they not provided
- The legal costs calculations are based on a figure for costs in an exceptional year and costs would be generally much less. In any event even taking the highest figure there is no allowance made for the value of the flat in such a case where no breaches of covenant and non payment of service charge were dealt with
- Mr Beckett's calculations are capitalised at the Sportelli deferment rate of 4.75% which applies to houses. This is a flat. He criticises the use of a deferment rate at all as not appropriate in this exercise.
- In any event the "loss" is not in perpetuity but limited to the ownership/lifetime. A shorter period would greatly reduce the loss.

Compensation – the Tribunal's determination

24. Section 38 of the 1987 Act provides as follows:

(10) Where [a tribunal] makes an order under this section varying a lease [the tribunal] may, if it thinks fit, make an order providing for any party to the lease to pay, to any other party to the lease or to any other person, compensation in respect of any loss or disadvantage that [the tribunal] considers he is likely to suffer as a result of the variation.

25. The Tribunal is not persuaded that it is either necessary or appropriate to make an order for compensation pursuant to section 38(10) of the Act. It does not consider that any loss or disadvantage has been demonstrated by Mr Parissis. As the evidence provided by Mr Parissis is not in the form of an experts report the Tribunal can give it little weight, as it does not know the basis of the instructions provided to Mr Beckett. Further it is persuaded by Mr Ryan's observations as to the lack of allowance given to the increase in value to the flat as a result of the variations and it likewise it persuaded that the calculation basis used by Mr Beckett is ill founded. The basis upon which compensation would be likely to be awarded is the difference between the capital value of the unexpired term of the lease prior to variation and value of the unexpired term after variation.
26. The Tribunal has no evidence before it therefore to show that the variations would result in any diminution to the value of Mr Parissis' property.
27. The Tribunal considers it should also take into account the advantages to tenants, namely ensuring the future good management of the block and the acceptability of the leases to potential mortgagees. By far the greatest of the proposed cost is that of the porter's fees, the variations allow the recovery of such items which the landlord was not previously under an obligation to provide. The tenants will now enjoy the benefit of a portage service, the installation of security gates and such like together with the appointment of a firm of and managing agents and can look forward to good property management. It is not a case where the landlord was previously obliged to provide such a service but could not recover the cost.
28. Accordingly the Tribunal declines to make any order for compensation pursuant to section 38(10).

Costs

29. The Applicant has requested that the Tribunal make an order against Mr Parissis under paragraph 10 Schedule 12 to the Commonhold and Leasehold Reform Act 2002 in the maximum sum of £500. It relies on non-compliance with directions, a request for an oral hearing and then consent to a paper determination, "expert evidence" which is not in a proper form and late requests for extensions of time.
30. The Tribunal declines to make such an order for costs against Mr Parissis. Although he has not complied fully with directions he is a litigant in person and as such cannot be expected to be fully conversant with the tribunal procedures. He had the right to request an oral hearing and cannot be penalised for his request even if he has since consented to a paper determination. The tribunal accordingly declines to make any order.
31. The Applicant has also requested that the Tribunal order that the Applicant's costs of the proceedings on obtaining the variation order be recovered through the service charge. The Tribunal has no such power to make such an order in such circumstances. It may be of course that the leaseholders may consent to bearing a proportion of costs.

Chairman: S O'Sullivan

Date: 13 September 2012

APPENDIX 1

ORDER OF THE LEASEHOLD VALUATION TRIBUNAL

1. The 77 leases in Buttermere Court, Boundary Road, London NW8 6NR as detailed in the Schedule attached as Appendix 2 to this decision shall be varied as follows:-

1.1 Schedule 4 to the Leases be deleted and be substituted by the following:-

Schedule 4

- 1 Light and Heat - To provide lighting and heating to all common areas and car park
- 2 Gardens - To maintain the garden areas
- 3 Porterage:-
 - (i) The employment of porters to provide assistance and services for the benefit of lessees as per hours determined by the Lessor
 - (ii) To provide accommodation by way of rental of a flat in Buttermere Court for a resident head porter with such head porter paying personally for such items as gas, electric, council tax and all other such personal items. To pay for service charges and other running costs of such flat and to provide on loan, whilst employed, basic white goods kitchen appliances and a landline telephone facility on the basis that call charges will be paid for by the resident porter.
 - (iii) To provide each porter with a suit, two shirts and tie, and for cold weather a sweater, to be worn at all times whilst on duty
- 4 Accountants - To employ the services of a qualified accountant to:-
 - (i) Prepare annual accounts for presentation to all lessees in accordance with legislation

- (ii) To prepare the monthly payroll for all employees and all other PAYE matters as required by law

5 **Cleaning Services** - to ensure that the internal common parts are cleaned and swept on a weekly basis and the garage areas as required

6 **Refuse Disposal** - To enter into a contract with Westminster City Council or any other authorised body for the removal of all refuse on a weekly or more frequent basis as necessary

7 **Lifts:-**

- (i) To enter into a contract with Otis Ltd or any other suitable contractor to ensure that the lifts are maintained in accordance with Health and Safety Acts

- (ii) To enter into a contract with Otis Ltd or any other suitable contractor to improve the appearance of the lifts and provide and install all such other equipment for the safety and benefit of lessees

8 **Water -**

- (i) To ensure that a supply of water is provided to the building and to individual flats for the benefit of all lessees and to pay for such water charges

- (ii) To ensure that all water tanks are inspected on an annual basis and the contractors provide a written report after each inspection as to the condition of each tank covering such items as legionella, bacteriological quality, temperature, free and total chlorine residuals and aesthetic quality (taste, odour and appearance) and to maintain a water booster pump set and associated tank and equipment in good and proper working order

9 Insurance - To provide insurance cover under a Protection for Flats policy in the full cost of reinstatement of Buttermere Court as reasonably determined by the Lessor from time to time taking into account inflation demolition and site clearance costs and all professional fees and expenses with a reputable insurer to cover the risks for both the building and contents of the common parts against the risks of fire, perils, terrorism, public liability, employers liability, money and all such other risks as the Lessor may consider prudent or desirable in respect of:

- (i) The Building and the Estate
- (ii) Engineering insurance covering the risks associated with lifts
- (iii) Directors and Officers Liability of the Lessor and Buttermere Court Management Ltd
- (iv) As often as Buttermere Court shall be destroyed or damaged forthwith upon sufficient insurance monies being paid out by the insurers to rebuild and reinstate the same

10 Telephone and Television - To provide in the porters lodge a telephone for use by the porters or any other authorised person of the Lessor in connection with the running of Buttermere Court and to provide a Television set and pay for any licence thereof

11 Fire Fighting - To provide and maintain in the common parts of the building and garage areas fire fighting equipment, e.g. fire extinguishers and sand buckets together with a fire alarm system, and hose reels in the garage and dry riser system and emergency lighting and signage in accordance with Health and Safety Acts

12 Legal & Professional Charges - to engage the services of solicitors, barristers or other legal persons, surveyors, architects or other qualified persons as necessary in the running of Buttermere Court to

ensure that the Lessor complies with up to date legislation and to ensure or enforce lease covenants against lessees and to defend or take court or other tribunal action where appropriate

13 Managing Agents and staff - To engage the services of Managing Agents to carry out such duties as required in the running of Buttermere Court and to use employment agencies in the employment of staff when necessary in the running of Buttermere Court

14 Building Maintenance - Repairs and Renewals:-

a) Structure roof foundations pipes ducts etc - To repair and maintain in good and substantial repair the structure of the building roof foundations roads paths gas and electric pipes and wires, water pipes waste pipes ducts main stacks and other conduits serving Buttermere Court that do not exclusively serve any flat

b) External repair and maintenance and redecoration - To repair maintain Buttermere Court in good and substantial repair and decorate all external parts of Buttermere Court

c) Internal common parts repair maintenance and redecoration - To repair maintain and decorate all internal common parts of Buttermere Court that are not demised to a standard of a high-class residential block of flats.

And to carry out all such work as necessary in ensuring that Buttermere Court is fully maintained in a good state of repair and where necessary improve such facilities where such improved technology would provide the lessees with a better service. To purchase or lease such fixtures and fitting or equipment that may be necessary to carry out any building maintenance

15 **TV** - To provide and maintain in working order a television aerial satellite dish or system or other equipment that may be necessary to ensure that lessees can receive television transmission

16 **CCTV** - To provide a closed circuit television system covering both the internal ground floor, garage areas and exterior of the building to ensure as much as possible a safe environment for the lessees to enable them to carry out their normal day to day activities whilst entering or leaving Buttermere Court.

17 **Video Entry System** - To install and/or maintain in full working order a video entry system and to enter into a hire or maintenance contract for such system at the discretion of the Lessor.

18 **Fob Entry System** - to provide a safe and secure system for lessees or other authorised persons to enter Buttermere Court and to enter into a hire or maintenance contract for such system at the discretion of the Lessor.

19 **Porter Guard Patrol System** - to provide a system where the arrival and departure times of porters are recorded and to record security check times of the Building and the Estate

20 **Office Facilities** - to provide such facilities and equipment that is necessary for the running and administration of Buttermere Court and the Lessor

21 **Royal Mail** - To provide the facility of a post collection and delivery box (at the discretion of the Lessor) in the front hall

22 **Security gates** - To install electric or other security gates and/or grills to the parking areas to restrict access to unauthorised vehicles and persons to prevent vandalism and maintain the said gates and or/grills in good and proper working order and to provide other security or safety measures as appropriate to the Estate and Buttermere Court

23 Annual meeting of leaseholders - To hold a meeting of leaseholders of Buttermere Court in each year to discuss issues relating to management and service charges

24 Floor coverings - To keep the entrance hall lifts communal access corridors and other communal areas in Buttermere Court covered with suitable floor covering and keep properly repaired cleansed swept and (so often as need be) renewed

25 Other Services - To provide all such other services that are required by:-

(i) Legislation including Health & Safety Acts

(ii) to carry out and provide all such services that are required to ensure that Buttermere Court is maintained as would be expected as to a high class block of flats at the discretion of the Lessor and to make regulations from time to time to be observed by the lessees in the interest of good estate management of Buttermere Court.

26 To incur proper and reasonable costs in employing others to manage Buttermere Court and the Estate and in the performance of the matters referred to in this Schedule in the interests of good estate management

27 Save as herein varied the Lease shall remain in full force and effect

APPENDIX 2

SCHEDULE OF LEASES TO BE VARIED




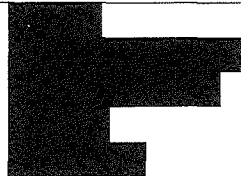

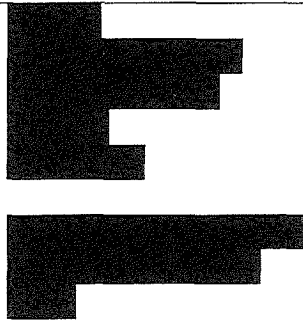
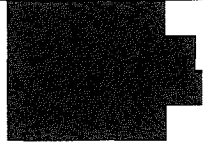
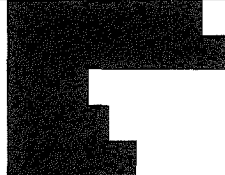


FLAT NO:	PROPERTY & PARKING SPACE DETAILS:	Title No:	PROPRIETOR	PROPRIETOR ADDRESS	LEASE DATE AND TERM:
1.	Flat 1, Buttermere Court, Boundary Road, London and parking spaces 59 and 60 (NW8 6NR)	NGL905929	[REDACTED]	[REDACTED]	Date : 28 July 2009 Term : 999 years from 3 July 2009
2.	Flat 2, Buttermere Court, Boundary Road, London and Parking Space 2 (NW8 6NR)	NGL906956	[REDACTED]	[REDACTED]	Date : 20 August 2009 Term : 999 years beginning on 3 July 2009
3.	Flat 3, Buttermere Court, Boundary Road and Parking Space 3, (NW8 6NR)	NGL211522	[REDACTED]	[REDACTED]	Date : 1 August 1972 Term : 84 years (less 22 days) from 27 March 1972
4.	Flat 4, Buttermere Court, Boundary Road, London and	NGL906496	[REDACTED]	[REDACTED]	Date : 28 July 2009 Term : 999 years from

	parking space 4 (NW8 6NR)				3 July 2009
5.	Flat 5, Buttermere Court, Boundary Road, London and parking space 5 (NW8 6NR)	NGL906873			Date : 2 October 2009 Term : 999 years beginning on 3 July 2009
6.	Flat 6, Buttermere Court, Boundary Road, London and parking space 6 (NW8 6NR)	NGL923372			Date : 21 June 2011 Term : 999 years beginning on 3 July 2009
7.	Flat 7, Buttermere Court, Boundary Road, London and parking space 7 (NW8 6NR)	NGL913123			Date : 23 July 2010 Term : 999 years beginning on 3 July 2009
8.	8 Buttermere Court, Boundary Road and Parking Space 8 (NW8 6NR)	NGL218512			Date: 25 August 1972 Term: 84 Years (less 22 days) from 27 March 1972
9.	Flat 9, Buttermere Court, Boundary Road, London and Parking Space 9 (NW8 6NR).	NGL906963			Date : 29 September 2009 Term : 999 years beginning on 3 July 2009
10.	Flat 10, Buttermere Court, Boundary Road, London and parking space 10 (NW8 6NR).	NGL906401			Date : 6 August 2009 Term : 999 years from 3 July 2009

11.	Flat 11, Buttermere Court, Boundary Road, London and Parking Space 11 (NW8 6NR).	NGL906964			Date : 29 July 2009 Term : 999 years beginning on 3 July 2009
12.	Flat 12, Buttermere Court, Boundary Road, London and Parking Space 13 (NW8 6NR).	NGL906962			Date : 29 July 2009 Term : 999 years beginning on 3 July 2009
13.	Flat 13, Buttermere Court, Boundary Road, London and Lower Ground Parking Space 15 (NW8 6NR).	NGL906920			Date : 21 July 2009 Term : 999 years beginning on 3 July 2009
14.	Flat 14, Buttermere Court, Boundary Road, London and Parking Space 17 (NW8 6NR).	NGL218506			Date : 31 August 1972 Term : 84 years (less 22 days) from 27 March 1972
15.	Flat 15, Buttermere Court, Boundary Road, London (NW8 6NR).	NGL209987			Date : 3 August 1972 Term : 84 years (less 22 days) from 27 March 1972
16.	Flat 16, Buttermere Court, Boundary Road, London and Parking Space 19 (NW8 6NR).	NGL906238			Date : 8 September 2009 Term : 999 years from 3 July 2009

17.	Flat 17, Buttermere Court, Boundary Road and Parking Space 22, (NW8 6NR).	NGL211976			Date : 7 August 1972 Term : 84 years (less 22 days) from 27 March 1972
18.	Flat 18, Buttermere Court, Boundary Road, London and Parking Space 23 (NW8 6NR).	NGL906595			Date : 22 July 2009 Term : 999 years beginning on 3 July 2009
18.	Flat 18, Buttermere Court, Boundary Road, London and Parking Space 23 (NW8 6NR).	NGL906595			Date : 22 July 2009 Term : 999 years beginning on 3 July 2009
18.	Flat 18, Buttermere Court, Boundary Road, London and Parking Space 23 (NW8 6NR).	NGL906595			Date : 22 July 2009 Term : 999 years beginning on 3 July 2009
19.	Flat 19, Buttermere Court, Boundary Road, London and parking space 24 (NW8 6NR).	NGL905505			Date : 17 July 2009 Term : 999 years beginning on 3 July 2009
20.	Flat 20, Buttermere Court, Boundary Road and Parking Space 25, (NW8 6NR).	NGL213233			Date : 7 September 1972 Term : 84 years (less 22 days) from 27 March 1972
21.	Flat 21, Buttermere Court,	NGL906477			Date : 17 July 2009

	Boundary Road, London and parking space 26 (NW8 6NR).				Term : 999 years beginning on 3 July 2009
22.	Flat 22, Buttermere Court, Boundary Road, London and parking space 27 (NW8 6NR).	NGL908006			Date : 8 October 2009 Term : 999 years beginning on 3 July 2009
23.	Flat 23, Buttermere Court, Boundary Road and Parking Space 28, (NW8 6NR).	NGL211478			Date : 26 July 1972 Term : 84 years (less 22 days) from 27 March 1972
24.	Flat 24, Buttermere Court, Boundary Road and Parking Space 29, (NW8 6NR).	NGL211089			Date : 8 August 1972 Term : 84 years (less 22 days) from 27 March 1972
25.	Flat 25, Buttermere Court, Boundary Road, London and Parking Space 31 (NW8 6NR).	NGL906568			Date : 17 September 2009 Term : 999 years from 3 July 2009
26.	Flat 26, Buttermere Court, Boundary Road, London and Parking Space 32 (NW8 6NR).	NGL906527			Date : 3 September 2009 Term : 999 years from 3 July 2009
27.	Flat 27, Buttermere Court,	NGL906499			Date : 28 August 2009







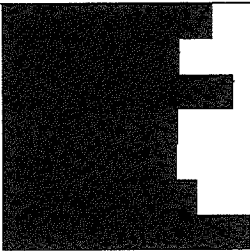
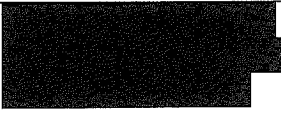

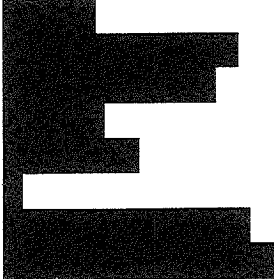
	Boundary Road, London and Parking Space 33 (NW8 6NR).				Term : 999 years from 3 July 2009
28.	Flat 28, Buttermere Court, Boundary Road, London and parking space 34 (NW8 6NR).	NGL907608			Date : 25 November 2009 Term : 999 years beginning on 3 July 2009
29.	Flat 29, Buttermere Court, Boundary Road, London and parking space 35 (NW8 6NR).	NGL906490			Date : 5 August 2009 Term : 999 years from 3 July 2009
30.	Flat 30, Buttermere Court, Boundary Road, London and parking space 36 (NW8 6NR).	NGL906872			Date : 2 October 2009 Term : 999 years from 3 July 2009
31.	Flat 31 Buttermere Court, Boundary Road, St John's Wood (NW8 6NR).	NGL217347			Date : 31 October 1972 Term : 84 years (less 22 days) from 27

					March 1972
32.	Flat 32, Buttermere Court, Boundary Road, London and parking space 38 (NW8 6NR).	NGL918157			Date : 28 April 2011 Term : 174 years (less 22 days) from 27 March 1972
33.	Flat 33, Buttermere Court, Boundary Road, (NW8 6NR).	NGL767398			Date : 19 November 1998 Term : 125 years from 25 March 1998
34.	Flat 34, Buttermere Court, Boundary Road, London and Parking Space 40 (NW8 6NR).	NGL906958			Date : 15 September 2009 Term : 999 years beginning on 3 July 2009
35.	Flat 35, Buttermere Court, Boundary Road, London and Parking Space 41 (NW8 6NR).	NGL906936			Date : 10 September 2009 Term : 999 years beginning on 3 July 2009
36.	Flat 36, Buttermere Court, Boundary Road, London and Parking Space 42 (NW8 6NR).	NGL906591			Date : 4 August 2009 Term : 999 years beginning on 3 July 2009
37.	Flat 37, Buttermere Court, Boundary Road, London and	NGL906932			Date : 4 August 2009 Term : 999 years

	Parking Space 43 (NW8 6NR).				beginning on 3 July 2009
38.	Flat 38, Buttermere Court, Boundary Road, London and Parking Space 44. (NW8 6NR).	NGL214577			Date : 17 October 1972 Term : 84 years (less 22 days) from 27 March 1972
39.	39 Buttermere Court, Boundary Road and parking space 47, (NW8 6NR).	NGL762211			Date : 25 March 1998 Term : 125 years from 25 March 1998
40.	Flat 40, Buttermere Court, Boundary Road, London and parking space 45 (NW8 6NR).	NGL906357			Date : 1 September 2009 Term : 999 years from 3 July 2009
41.	Flat 41, Buttermere Court, Boundary Road, London and parking space 46 (NW8 6NR).	NGL910083			Date : 6 August 2009 Term : 999 years beginning on 3 July 2009
42.	42 Buttermere Court, Boundary Road and Parking Space 48, (NW8 6NR).	NGL218385			Date : 11 September 1972 Term : 84 Years (less 22 days) From 27 March 1972
43.	Flat 43, Buttermere Court, Boundary Road, London and Parking Space 20 (NW8 6NS).	NGL906933			Date : 6 August 2009 Term : 999 years beginning on 3 July 2009
44.	Flat 44, Buttermere Court,	NGL906930			Date : 29 July 2009

	Boundary Road, London and Parking Space 61 (NW8 6NS).				Term : 999 years beginning on 3 July 2009
45.	Flat 45, Buttermere Court, Boundary Road and Parking Space 51, (NW8 6NS).	NGL216033			Date : 21 November 1972 Term : 84 years (less 22 days) from 27 March 1972
46.	Flat 46, Buttermere Court, Boundary Road, London and Parking Space 52 (NW8 6NS).	NGL906931			Date : 12 August 2009 Term : 999 years beginning on 3 July 2009
47.	47 Buttermere Court, Boundary Road and parking space 53.	NGL768277			Date : 15 December 1998 Term : 125 years from 25 March 1998
48.	Flat 48, Buttermere Court, Boundary Road, London and Parking Space 54 (NW8 6NS).	NGL907032			Date : 21 October 2009 Term : 150 years from 21 October 2009
49.	Flat 49, Buttermere Court, Boundary Road and Parking Space 55, (NW8 6NS).	NGL213676			Date : 14 August 1972 Term : 84 years (less 22 days) from 27 March 1972
50.	Flat 50, Buttermere Court, Boundary Road and parking	NGL451807			Date : 7 August 1972 Term : 84 years (less

	space 56, (NW8 6NS).				22 days) from 27 March 1972
51.	Flat 51, Buttermere Court, Boundary Road, London and Parking Space 57 (NW8 6NS).	NGL907008			Date : 4 August 2009 Term : 999 years beginning on 3 July 2009
52.	Flat 52, Buttermere Court, Boundary Road, London and parking space 63 (NW8 6NS).	NGL912757			Date : 23 July 2010 Term : 999 years beginning on 3 July 2009
53.	Flat 53, Buttermere Court, Boundary Road, London and parking space 64 (NW8 6NS) (reference Y050408)	NGL907371			Date : 28 September 2009 Term : 999 years beginning on 3 July 2009
54.	Flat 54, Buttermere Court, Boundary Road, London and Parking Space 68 (NW8 6NS).	NGL906922			Date : 29 July 2009 Term : 999 years beginning on 3 July 2009
55.	Flat 55, Buttermere Court, Boundary Road, London and parking space 69 (NW8 6NS).	NGL906955			Date : 15 September 2009 Term : 999 years beginning on 3 July 2009

56.	Flat 56, Buttermere Court, Boundary Road, London and Parking Space 80 (NW8 6NS).	NGL906935			Date : 28 July 2009 Term : 999 years beginning on 3 July 2009
57.	Flat 57, Buttermere Court, Boundary Road and Parking Space 71, (NW8 6NS).	NGL211347			Date : 1 September 1972 Term : 84 years (less 22 days) from 27 March 1972
58.	Flat 58, Buttermere Court, Boundary Road and Parking Space 72, (NW8 6NS)	NGL925489			Date : 9 February 1973 Term : 84 years (less 22 days) from 27 March 1972
58.	Flat 58, Buttermere Court, Boundary Road and Parking Space 72, (NW8 6NS)	NGL925489			
59.	Flat 59, Buttermere Court, Boundary Road, London and parking space 73 (NW8 6NS).	NGL906075			Date : 26 August 2009 Term : 999 years from 3 July 2009

60.	Flat 60, Buttermere Court, Boundary Road and Parking Space 74, (NW8 6NS).	NGL211545			Date : 24 July 1972 Term : 84 years (less 22 days) from 27 March 1972
61.	Flat 61, Buttermere Court, Boundary Road and parking space 75, London (NW8 6NS).	NGL771179			Date : 9 December 1998 Term : 125 years from 25 March 1998
62.	Flat 62, Buttermere Court, Boundary Road and parking space 77, London (NW8 6NS).	NGL907316			Date : 11 November 2009 Term : 999 years beginning on 3 July 2009
63.	Flat 63, Buttermere Court, Boundary Road and Parking Space 78, (NW8 6NS).	NGL214029			Date : 28 July 1972 Term : 84 years (less 22 days) from 27 March 1972

64.	Flat 64, Buttermere Court, Boundary Road, London and parking space 70 (NW8 6NS).	NGL910082			Date : 29 July 2009 Term : 999 years beginning on 3 July 2009
65.	Flat 65, Buttermere Court, Boundary Road, London and parking space 79 (NW8 6NS).	NGL906934			Date : 29 July 2009 Term : 999 years beginning on 3 July 2009
66.	Flat 66, Buttermere Court, Boundary Road, London and Parking Space 81 (NW8 6NS).	NGL906957			Date : 15 September 2009 Term : 999 years beginning on 3 July 2009
67.	Flat 67, Buttermere Court, Boundary Road, London and Parking Space 82 (NW8 6NS).	NGL906960			Date : 28 September 2009 Term : 999 years beginning on 3 July 2009
68.	Flat 68, Buttermere Court, Boundary Road, London and Parking Space 83 (NW8 6NS).	NGL905932			Date : 29 July 2009 Term : 999 years from 3 July 2009
69.	Flat 69, Buttermere Court,	NGL910104			Date : 2 October 2009

	Boundary Road, London and parking space 84 (NW8 6NS).				Term : 999 years beginning on 3 July 2009
70.	Flat 70, Buttermere Court, Boundary Road, London (NW8 6NS).	NGL211517			Date : 1 August 1972 Term : 84 years (less 22 days) from 27 March 1972
71.	Flat 71, Buttermere Court,	NGL907009			Date : 3 August 2009

					2009
77.	Flat 77, Buttermere Court, Boundary Road, London and Parking Space 92 (NW8 6NS).	NGL906569			Date : 4 September 2009 Term : 999 years from 3 July 2009
77.	Flat 77, Buttermere Court, Boundary Road, London and Parking Space 92 (NW8 6NS)	NGL906569			