



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

Case reference : **TR/LON/00BE/0CE/2022/0125**

HMCTS code (paper, video, audio) : **V: CVPREMOTE**

Property : **Flats 4.1 & 4.2
Building 400
Alaska Buildings
61 Grange Road
Bermondsey
London SE1 3BA**

Applicant : **Mr Sam Chapman &
Ms Muriel Lucienne Louise Marseille**

Representative : **Mr Anthony Radevsky, Counsel
(Falcon Chambers)**

Respondent : **Alaska Management Company Limited**

Representative : **Mr Stan Gallagher, Counsel
(Tanfield Chambers)**

Type of application : **Collective enfranchisement claim under
s.24(i) of the Leasehold Reform,
Housing & Urban Development Act 1993**

Tribunal members : **Judge Ian Holdsworth FRICS
Duncan Jagger FRICS**

Date of determination and venue : **4 April 2023
10 Alfred Place, London WC1E 7LR**

Date of decision : **25 April 2023**

DECISION

Summary of the Tribunal's Decision

- a. The Tribunal accepts the terms of a draft Transfer ('TP1') agreed by the parties and attached at Appendix B, save for the inclusion of restrictive covenants at Part 2, sections 2-4, 9 and 10, *Transferee's Restrictive Covenants* (the "**disputed restrictive covenants**").
- b. The Tribunal determine that the disputed Restrictive Covenants proposed by the Respondents for inclusion in the terms of Transfer (TP1) are not inserted in the Transfer.

Background

- 1 This is an application made by the Applicant leaseholders pursuant to s.24(1) of the Leasehold Reform, Housing & Urban Development Act 1993 ('the 1993 Act') for determination of the terms of acquisition at the enfranchisement of Building 400, Alaska Buildings, 61 Grange Road, Bermondsey, London SE1 3BA ('the Property').
- 2 The Property contains two flats let on long leases and the Applicants are the lessees of both flats and are jointly the participating tenants and the nominee purchaser.
- 3 The Respondent freeholder is the reversioner.

The issues

Matters agreed:

- 4 The following matters were agreed by the end of the hearing:
 - (a) A premium for the enfranchisement in the sum of £4,928.00.
 - (b) The terms of the Transfer as shown in the draft TP1, attached at Appendix B, save for the inclusion of the restrictive covenants at Part 2, sections 2-4, 9 and 10, *Transferee's Restrictive Covenants*. These are referred to as the "**disputed Restrictive Covenants**".

Matters in dispute:

- 5 The parties were unable to agree whether the transferee should be the beneficiary of restrictive covenants as proposed by the Respondent.

The hearing

- 6 The hearing in this matter took place on 4th and 5th April 2023 as a remote video hearing on the CVP platform.
- 7 The Applicants were represented by Mr Radevsky, Counsel. Mr Asbury FRICS was their Expert valuer witness. Mr Peter Jacobs solicitor, and Ms Holly Snook, assistant solicitor of GL Law, representing the Applicants attended the hearing.

- 8 Mr Chapman and Ms Marseille, the Applicants were also in attendance.
- 9 The Respondents were represented by Mr Stan Gallagher, Counsel. Mr Coyle of Coleman Coyle Solicitors, who represented the Respondents also attended the hearing.
- 10 Neither party asked the Tribunal to inspect the Property and the Tribunal did not consider it necessary to carry out a physical inspection to make its determination.
- 11 Each Counsel relied upon their skeleton arguments as their evidence in chief, together with supplementary evidence given orally by Mr Ashbury FRICS and Mr Chapman on behalf of the Applicants. No Expert or witness of fact were called by the Respondents. The instructing solicitors reported to Tribunal on progress with agreeing the terms of the Transfer on day two of the hearing.
- 12 Prior to the hearing the tribunal were told that the parties had resolved disputes over claimed rights across adjacent land, service charge contributions and associated property rights. The two outstanding issues at the start of the hearing on which the Tribunal heard evidence and associated submissions were:
- (a) The wording of disputed terms within the transfer submitted as a travelling draft TP1 at the start of the hearing; and specifically,
 - (b) Whether the disputed restrictive covenants proposed by the Applicants should be inserted in the Transfer.
- 13 Submissions on these matters were made during day one. The parties narrowed their preferences on the wording during the proceedings. At the end of day one the Tribunal reviewed the differences between parties over the wording of the Transfer. Further agreement was reached in these discussions leaving only the wording of four clause in dispute.
- 14 The parties were asked by tribunal to review the outstanding disputed wording and submit to tribunal a second draft TP1 by the start of the day two hearing. The instructed solicitors were also required by tribunal to attend.
- 15 A discussion between the instructing solicitors held on day two of the hearing was successful in resolving the outstanding differences of opinion over the wording of the transfer clauses save for the disputed restrictive covenants.
- 16 The agreed third draft TP1 is attached at Appendix B. This TP1 is endorsed by the tribunal.
- 17 The Tribunal has no jurisdiction to determine matters that are not in dispute. At the conclusion of the hearing the only matter in dispute was whether the disputed restrictive covenants should be included within the draft TP1. Accordingly, the tribunal provides a determination only on this issue.

The restrictive covenants

- 18 The third draft TP1 at **Covenants by the Transferer, part 2** is section '*Transferer's restrictive covenants*'. The Respondents proposal is for the following restrictive covenants to be included within this section:
- (a) *Not to erect any building or other structures on the Property or to make any external structural alterations or additions to the Property. (number 2)*
 - (b) *Not to park any vehicle or permit to suffer any vehicle to park in any parking space or other area within the estate save for any space for which the transferer has obtained a licence or a lease of the space. (3)*
 - (c) *No to use any portion of any access road or service area for the parking of vehicles otherwise during the loading and unloading therefore nor to carry out or to permit to be carried out any repairs or maintenance to vehicles on any access road or service areas. (4)*
 - (d) *Not to use the roof of the flat as a terrace or for recreational purposes or otherwise. (9)*
 - (e) *Not to obstruct or interfere with the flow of light or air to the estate the retained parts of the transferor's neighbouring land. (10)*
- 19 The Applicants dispute that these restrictive covenants should be included in the transfer. These are referred to in this decision as the **disputed restrictive covenants**.

Applicants' submission

- 20 Mr Radevsky referred Tribunal to paragraph 5 of Schedule 7 of the 1993 Act, (the "**Schedule 7 provisions**") which states:

'Restrictions affecting the relevant premises which are capable of benefiting other property and (if enforcement only by the freeholder) are such as materially to enhance the value of the property or ...' [B1]

'Such further restrictions as the freeholder may require to restrict the use of the relevant premises in a way which:

'(i) will not interfere with the reasonable enjoyment of those premises as they have been enjoyed during the currency of the leases subject to which they are to be acquired; but

'(ii) will materially enhance the value of other property in which the freeholder has an interest at the relevant date.'" [C]

(Any underline is Tribunal emphasis only)

21 Mr Radevsky told tribunal the Respondent was only entitled to the disputed restrictive covenants if they materially enhanced the value of the freeholder's other property.

22 It was common ground that a covenant, would materially enhance the value of the other property if it was a **necessary requirement** to maintain the value of that property, which might otherwise deteriorate.

23 Further explanation was offered by Counsel by reference to the authority **Alan Kutchukian –v– the Free Grammar School of John Lyon's Charity [2012] UKUT53 (LC)** that explains:

'The concept of material enhancement can include the concept of maintaining a value which would otherwise deteriorate but such deterioration must be material. The requirement that the enhancement must be material does not disappear simply because one is referring to the maintenance of a value which would otherwise deteriorate.'

24 He also drew the attention of Tribunal to the authority **The Sloane Stanley Estate –v– Morgan & Anor [2011] UKUT415 (LC)** in which at paragraph 152, it states:

'It is required to establish that the restriction will materially enhance the value of other property of the freeholder, although quantification of such enhancement in value is not needed.'

25 Mr Radevsky referred Tribunal to **Cadogan –v– Erkman [2011] UKUT90 (LC)** which describes at paragraph 107 of the judgement that “*may require*” at paragraph c of the Schedule 7 provisions means there must be a *discernible need* for a restrictive covenant in a conveyance.

26 Counsel said this necessity to prove the disputed restrictive covenants were both needed and would create material enhancement was pointed out to the Respondent on 8 February 2023 by e mail. The Applicants’ solicitor subsequently wrote to the Respondent by letter dated 3 March 2023 making the same enquiry. The Respondents did not reply to these enquiries. Valuation evidence was requested, but there was no reply and no evidence has subsequently been submitted.

27 Counsel then addressed the quantification of material enhancement. He referred Tribunal to paragraph 151 of The Sloane Stanley Estate judgement which goes on to state that:

'In the view of the Tribunal, assertions by Counsel on behalf of the freeholder of material enhancement are not evidence and are not sufficient. In the present case, we have no evidence on behalf of the appellants only the assertions of Counsel ... but that does not establish that the restrictions or either of them would materially enhance the value of other property that they own. The appellants have failed to establish their case.'

28 Mr Asbury, the Expert valuer was called to give evidence. He was cross examined by Counsel for the Respondent but was not asked to confirm

whether the restrictive covenants enhanced or maintained the value of the remainder of the Respondent's estate.

- 29 It was Mr Radevsky's submission that the Respondent had failed to satisfy the necessary and sufficient conditions to justify inclusion in the transfer of the disputed restrictive covenants. He contended no material enhancement was proven or validated by Expert evidence and no discernible need demonstrated. He asked tribunal to dismiss the application to include the disputed restrictive covenants in the transfer.
- 30 In the alternative, should Tribunal decide against this contention he argued the absolute covenants were too restrictive and unreasonable.
- 31 He then addressed Tribunal on the characteristic of each of the proposed covenants and made argument for qualification subject to reasonableness.

Submission by the Respondent

- 32 Mr Gallagher, Counsel for the Respondent, addressed Tribunal on why the disputed restrictive covenants should be included in the enfranchisement transfer.
- 33 He told Tribunal he did not dispute the authorities to which Mr Radevsky referred Tribunal. He accepted the necessity for a restrictive covenant to be justified by material enhancement of the freeholder's retained land and the requirement for any restriction to be needed to protect the freeholders retained land.
- 34 Counsel for the Respondent said that the First Tier Tribunal, being an expert tribunal had the capacity to assess need and could undertake the necessary valuation exercise in the absence of Expert evidence.
- 35 He demonstrated both material enhancement and justified need by presenting the likely impact of a relaxation of control over the use of the roof to the Property.
- 36 Proposed disputed restrictive covenant 9 prevents any change of use of the roof to the property to a terrace, recreational purpose or otherwise. He said without strict control over the use of the flat roof, antisocial behaviour arising from say a party or BBQ, could materially impact adjacent properties. He drew Tribunal's attention to the three/four-storey building abutting the flat roof over the flat and its associated adjacent window openings. He explained that without restriction on roof usage, noise, smoke or reduced security could lead to nuisance. He added that a grant of permission to create roof terraces had not been offered by the freeholder for a significant number of years.
- 37 Counsel for the Respondent then reviewed the proposed covenants on an individual basis and offered justification for inclusion of each in the draft TP1. Counsel for the Respondent did not offer any further authorities for Tribunal to consider.

38 Counsel for the Applicant drew Tribunal's attention to clause 2 part I '*Transferer's positive covenants of the transfer*' that states:

'To comply with and to ensure all guests and other invitees or licensees of the transferee while on the estate comply with all reasonable regulations which the transferor may from time-to-time make for the detailed administration of the estate and for maintaining the character and amenity thereof.'

39 It was his contention that this was sufficient to limit the actions of any roof top users, inconsiderate parking, or other behaviour deemed 'antisocial' on the estate.

40 It was also in dispute as to whether the use of a restrictive covenant was an appropriate method to restrict the abatement of light by the actions of the nominee purchaser on the transferor's neighbouring land.

Tribunal's determination

41 Tribunal has reviewed the detailed evidence provided by Counsel supplemented by the Expert valuation evidence from the Applicants expert. They are also cognisant of the factual evidence offered by Mr Chapman.

42 Tribunal were taken to relevant legislation and Authorities by Counsel. The relevance of these sources is not in dispute.

43 It is not disputed by either Counsel that two necessary and sufficient conditions must be satisfied for a restrictive covenant to qualify for inclusion in a conveyance transfer at enfranchisement. The covenant must be needed by the freeholder and it should materially enhance value to the freeholders retained interest. It was also agreed that any measure of material enhancement to the freeholder could not be provided by Counsel assertion.

44 The Tribunal is aware the necessity to prove these two *requirements* were met was identified to the Respondent some three-months ago in writing and no valuation or other expert evidence was submitted to the Tribunal's Hearing.

45 This First Tier Tribunal note that in the authorities referred to by Counsel, the Upper Tribunal, which is a superior expert tribunal, did not assume the rôle of assessment of material enhancement. It would be inappropriate for First Tier Tribunal to adopt such a rôle in this matter.

46 There was no compelling evidence provided by the Respondent that material enhancement to the freeholder would ensue from adoption of any of the disputed restrictive covenants. The argument that the restrictions were needed to curb potential anti-social behaviour was not accepted by tribunal. Tribunal view the agreed restrictions at clause 2 part I '*Transferer's positive covenants of the transfer*' as sufficient to exercise necessary control following the enfranchisement.

- 47 It is for these reasons Tribunal conclude that the Respondent freeholder is not entitled to include the disputed restrictive covenants in the conveyance transfer for the Property.
- 48 The Tribunal determine the terms contained in the draft Transfer which is attached at Appendix A as appropriate and necessary. The disputed restrictive covenants are not included.
- 49 The Tribunal is grateful to the instructed solicitors for their assistance in resolving all other terms of the transfer, other than the restrictive covenants.

Name: Ian Holdsworth
Valuer Chairman

Date: 25 April 2023

Appendix A: Agreed Transfer Terms

RIGHTS OF APPEAL

- 1 If a party wishes to appeal this decision to the Upper Tribunal (Lands Chamber) then a written application for permission must be made to the First-tier Tribunal at the Regional Office which has been dealing with the case.
- 2 The application for permission to appeal must arrive at the Regional Office within 28-days after the Tribunal sends written reasons for the Decision to the person making the application.
- 3 If the application is not made within the 28-day time limit, such application must include a request for an extension of time and the reason for not complying with the 28-day time limit; the Tribunal will then look at such reason(s) and decide whether to allow the application for permission to appeal to proceed despite not being within the time limit.
- 4 The application for permission to appeal must identify the decision of the Tribunal to which it relates (ie, give the date, the property and the case number), state the grounds of appeal and state the result the party making the application is seeking.

A P P E N D I X A

HM Land Registry

Transfer of part of registered title(s)

TP1

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.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

When application for registration is made these title number(s) should be entered in panel 2 of Form AP1.

Insert address, including postcode (if any), or other description of the property transferred. Any physical exclusions, such as mines and minerals, should be defined.

Place 'X' in the appropriate box and complete the statement.

For example 'edged red'.

For example 'edged and numbered 1 in blue'.

Any plan lodged must be signed by the transferor.

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

1	Title number(s) out of which the property is transferred: TGL85629
2	Other title number(s) against which matters contained in this transfer are to be registered or noted, if any: TGL85630, TGL85632
3	<p>Property: Building 400, 61 Alaska Buildings, Grange Road, London, SE1 3BA</p> <p>The property is identified</p> <p><input checked="" type="checkbox"/> on the attached plan and shown: edged red</p> <p><input type="checkbox"/> on the title plan(s) of the above titles and shown:</p>
4	Date:

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

Complete as appropriate where the transferor is a company.

Enter the overseas entity ID issued by Companies House for the transferor pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

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.

Enter the overseas entity ID issued by Companies House for the transferee pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

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.

5	<p>Transferor: The Alaska Management Company Limited</p> <p>For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix: 03828263</p> <p>For overseas entities (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>
6	<p>Transferee for entry in the register: Sam Chapman and Muriel Lucienne Louise Chapman</p> <p>For UK incorporated companies/LLPs Registered number of company or limited liability partnership including any prefix:</p> <p>For overseas entities (a) Territory of incorporation or formation: (b) Overseas entity ID issued by Companies House, including any prefix: (c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:</p>
7	<p>Transferee's intended address(es) for service for entry in the register: Building 400, 61 Alaska Buildings, Grange Road, London, SE1 3BA</p>
8	<p>The transferor transfers the property to the transferee</p>

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 12.

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.

Use this panel for:

- definitions of terms not defined above
- rights granted or reserved
- restrictive covenants
- other covenants
- agreements and declarations
- any required or permitted statements

9	<p>Consideration</p> <p><input checked="" type="checkbox"/> The transferor has received from the transferee for the property the following sum (in words and figures):</p> <p style="padding-left: 40px;">Four thousand nine hundred and twenty-eight Pounds (£4,928.00)</p> <p><input type="checkbox"/> The transfer is not for money or anything that has a monetary value</p> <p><input type="checkbox"/> Insert other receipt as appropriate:</p>
10	<p>The transferor transfers with</p> <p><input type="checkbox"/> full title guarantee</p> <p><input checked="" type="checkbox"/> limited title guarantee</p>
11	<p>Declaration of trust. The transferee is more than one person and</p> <p><input checked="" type="checkbox"/> they are to hold the property on trust for themselves as joint tenants</p> <p><input type="checkbox"/> they are to hold the property on trust for themselves as tenants in common in equal shares</p> <p><input type="checkbox"/> they are to hold the property on trust:</p>
12	<p>Additional provisions</p> <p>Definitions</p> <p style="padding-left: 20px;">“the Property” means the building known as 400 Alaska Lofts, 61 Grange Road forming part of the Estate the extent of which block is</p>

– other agreed provisions.

The prescribed subheadings may be added to, amended, repositioned or omitted.

Any other land affected by rights granted or reserved or by restrictive covenants should be defined by reference to a plan.

shown edged red on Plan A annexed hereto

“the Estate”

means the property known as 61 Grange Road, London, SE1 the extent of which is encompassed in the title of Title Numbers TGL85629, TGL85630 and TGL85632

“the Service Charge”

Means a fair and reasonable proportion of all reasonable costs, charges and expenses which the Transferor shall incur in or in connection with the management of the Estate, and/or the maintenance and or the improvement of the Estate, including managing agents fees appointed to manage the Estate, but for the sake of clarity shall not include any costs, charges or expenses relating to the maintenance and upkeep of other blocks of flats on the Transferor’s Estate

“the Registered Leases”

means the lease dated 4 September 1993 as registered at HMLR under Title Number TGL153643 and the lease dated 11 September 1998 as registered at HMLR under Title Number TGL151241

“The Payment Dates”

means 25th March and 29th September in each year

“the Permitted User”

means use for residential purposes

“the Retained Parts”

means all such parts of the Estate excluding the Property as are for the time being not comprised or intended in due course to be comprised in any lease granted or to be granted by the Transferor

“the Transferor’s Neighbouring Property”

means each and every part of the adjoining and neighbouring property in which the Transferor has an interest

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

Rights Granted for the Benefit of the Property

Insofar only as may be lawfully granted but not further or otherwise the Transferor hereby grants to the Transferee, subject to payment of the Service Charge on the Payment Dates:

1. Right of support and protection
2. The right in common with others having the like right from time to time to pass and re-pass on foot only over the common roadways, pavements pathways stairways fire escapes forming part of the Estate to serve and afford access to the Property.
3. The right of passage and running of soil water electricity and other services from and to the Property through the sewers drains pipes wires and other conduits now or at any time situate in or under any part or parts of the Estate.
4. The right to use such facilities (if any) within the Estate that are currently and may from time to time be designated by the Transferor for use by its tenants on the Estate.
5. The right in common with others having the like right to use such facilities (if any) within the Estate that may from time to time be designated by the owners of the Estate for use (with or without others) by its tenants including without limitation the visitors carpark, the communal area outside the Property, the reception area, post room, communal gardens, bin area, the main vehicle gate and the pedestrian gate, subject to such reasonable changes as may be necessary from time to time.
6. The right in common with others having the like right from time to time to pass and repass with vehicles over the Estate roadways from time to time on the Estate (including without limitation for visitors and deliveries) to and from the Property and for visitors to park in the visitors parking area as designated from time to time.
7. The benefit of the rights granted by a deed dated 17 May 1993 and made between Alaska 1 Limited Alaska 2 Ltd and Alaska 3 Limited so far as they relate to the Property.
8. The right to connect into any service media on the Estate.
9. The right to enter (but not occupy the Retained Parts without the Transferors written consent, such consent not to be unreasonably withheld

Any other land affected should be defined by reference to a plan and the title numbers referred to in panel 2.

or delayed) upon the Estate or any part thereof upon giving reasonable notice (except in the case of emergency) with or without agents professional advisers workmen and equipment so far as is reasonably necessary to inspect, repair, maintain or carry out work to the Property.

Rights Reserved

For the benefit of the Transferor and the owners occupiers and lessees of other parts of the Estate the Retained Parts and the the Transferor's Neighbouring Property:

1. Such easements rights and privileges over along through and in respect of the Property similar and in all respects mutatis mutandis to those set forth in paragraphs 1 to 5 above.
2. The right to connect into any service media at the Property which do not serve the Property exclusively and which serve other parts of the Estate, the Retained Parts and the Transferor's Neighbouring Property
3. The right to enter upon the Property or any part thereof upon giving 48 hours' notice (except in the case of emergency) with or without agents professional advisers workmen and equipment so far as is reasonably necessary to inspect repair maintain or carry out work to the Estate Retained Parts and the Transferor's Neighbouring Property.
4. The right for the Transferor at any time or times hereafter without obtaining the consent of or paying compensation to the Transferee to build or rebuild or alter or permit or suffer to be built or rebuilt or altered any buildings or erections upon the Estate (other than the building of which the Property forms part) the Retained Parts and the Transferor's Neighbouring Property as the Transferor may think fit.
5. All such other rights easements and quasi-easements over the Property as are now belonging to or are enjoyed or intended to be enjoyed by any parts of the Estate and the Transferor's Neighbouring land.

Include words of covenant.

Covenants by the Transferee

The Transferee covenants with the Transferor to observe and perform the covenants set out in Part 1 and Part 2 below.

Part 1 – Transferee’s Positive Covenants

1. To pay the Service Charge on the Payment Dates.
2. To comply with and to ensure all guests and other invitees or licensees of the Transferee while on the Estate comply with all reasonable regulations which the Transferor may from time to time make for the detailed administration of the Estate and for maintaining the character and amenities thereof.

Part 2 – Transferee’s Restrictive Covenants

1. Not to dispose of the whole or any part of the Property (other than by way of a charge) without the procuring that the disponee covenants with the Transferor to observe and perform the covenants set out in Part 1 above.
- 2.
- 3.
- 4.
5. Not to use or permit the Property or any part thereof to be used for any noxious noisy or offensive trade or business not for any illegal or immoral act or purpose and not to hold any sale by auction thereon nor to permit livestock of any kind to be kept thereon and to use the Property for the purposes of the permitted use only.
6. Not to block or obstruct any roads accessways landing passage stairway entrance hall path or steps in the Estate the Retained Parts and the Transferor’s Neighbouring Property
7. Not to deposit any refuse rubbish or litter elsewhere than in the communal refuse area
8. Not to do or permit or suffer to done in the Property anything which may render any insurance for the time being effected on the Estate or any part thereof void or voidable would cause the rate or premium of any such insurance to be increased
- 9.
- 10.

Include words of covenant.

Covenants by the Transferor

The Transferor covenants with the Transferee as follows:

1. To insure upon such terms as the Transferor shall think fit against:
 - (a) the liability of the Transferor for injury or damage to any person entering upon the Estate and
 - (b) such other risk in or in connection with the Estate and/or any part or parts thereof as the Transferor shall deem appropriate
2. To maintain the roadway pathways and pavement forming part of the Estate in good order and condition and to provide lighting therefor and to use such efforts to maintain any common service conduits in under or over the Estate in a good state of repair and condition BUT nothing herein contained shall render the Transferor liable for maintenance of the said roadways pathways and pavements or conduits which shall have been adopted by or become vested in any national local or public authority or body or statutory undertaking
3. To keep the communal areas forming part of the Estate neat and tidy and in a good state of repair and condition
4. To maintain (replacing repairing and renewing as and when the Transferor reasonably considers necessary) the satellite television system and entry phone system and television or other security systems serving the Estate (if any).
5. To keep and cause to be kept proper books of account of all costs charges and expenses incurred by the Transferor in carrying out its obligations under this Transfer or in otherwise managing and administering the Estate and once in each year to prepare a certificate signed by the Transferor or its managing agents of the total amount of such costs charges and expenses for the period to which the certificate relates and to send a copy of the same to the Transferee

Other

1. This Transfer is executed for the purposes of Chapter I of Part I of the Leasehold Reform, Housing and Urban Development Act 1993
2. The Property is transferred subject to the Registered Leases

Insert here any required or permitted statements, certificates or applications and any agreed declarations and so on.

3. The Transferee RELEASES the Transferor from all liability claims and demands in respect of breaches of any obligations contained in or otherwise arising under the Registered Leases

4. The Transferees covenant by way of indemnity only to observe and perform the charges and encumbrances covenants and restrictions contained or referred to in Entries 1, 2 and 3 of the Charges Register of title number TGL85629 so far as they relate to the Property and are subsisting and capable of taking effect

Restriction

The Transferor and the Transferee hereby apply to the Chief Land Registrar to enter the following Restriction in the appropriate register of the title allocated to the freehold estate in the Property:

“No disposition (other than a charge) of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a certificate signed by the conveyancer acting for The Alaska Management Company Limited that the provisions of paragraph 1 of Part 2 of clause [] of a transfer dated [] and made between The Alaska Management Company Limited and (2) Sam Chapman and Muriel Lucienne Louise Chapman have been complied with or that the provisions do not apply.”

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 11 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.

Examples of the correct form of execution are set out in [practice guide 8: execution of deeds](#). Execution as a deed usually means that a witness must also sign, and add their name and address.

Remember to date this deed in panel 4.

13 Execution

Executed as a Deed by
The Alaska Management Company Limited
Acting by two directors

Director

Director

Signed as a Deed by

Sam Chapman

In the presence of

Signed as a Deed by

Muriel Lucienne Louise Chapman

In the presence of

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.

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