

# PORTNER AND JASKEL

SOLICITORS

(incorporating David Baker & Co)

Our ref: DB/DBR/22289/2

Your ref:

Date: 10<sup>th</sup> February 2006

Ms N Dit-Rawe  
3 Jefferson House  
11 Basil Street  
London  
SW3 1AX

- Collected on  
18 Feb 2006  
- No post date  
on envelop.

63/65 MARYLEBONE LANE  
LONDON W1U 2RA

Telephone: 020 7616 5300

Fax: 020 7258 8527

DX: 9067 West End

Harvey Jaskel  
Brian Portner  
David Baker  
Mitchell Griver  
Paul Cairaschi  
Jeremy Hershkorn

Consultants  
Jonathan Cantor  
Leslie Gascoigne  
Peter James

Associates  
Ben Avigdor  
Mira Patel

e-mail: [daniel.broughton@portnerandjaskel.com](mailto:daniel.broughton@portnerandjaskel.com)

See my letters to Portner: 3 Mar 06; 11 Mar 06; 30 Mar 06; 30 Apr 06

Portner's replies of: 6 Mar 06; 14 Mar 06; 3 Apr 06; 3 May 06

Detail also available on my site under the 'Notices' section

Dear Ms N Dit-Rawe

**Matter: Jefferson House, Basil Street, London SW3**

I refer to the above property and enclose by way of service a notice concerning your current Landlord.

I would recommend you seek legal advice regarding the enclosure.

Yours sincerely

  
**Daniel Broughton**

Collected on 18 Feb 06  
(No post date on envelop?)

**NOTICE BY LANDLORD TO QUALIFYING TENANTS OF PROPOSED DISPOSAL**

**Landlord and Tenant Act 1987 Section 5**

To: Ms N Dit-Rawe (Flat 3) 3 Jefferson House, 11 Basil Street, London SW3 1AX

We Portner and Jaskel as agents for Steel Services Ltd ("the Landlord") give you notice as follows:

1. This notice is given under the provisions of the Landlord and Tenant Act 1987 ("the Act") Section 5 and relates to the leasehold land and buildings known as Jefferson House 7 to 13 (odd) Basil Street, Chelsea, London SW3 ("the Building") in which the flat of which you are tenant is situate.
2. The Landlord has a leasehold interest in the Building under the Lease dated 31<sup>st</sup> March 1980 made between (1) The British Petroleum Pension Trust and (2) Banwick Investments Limited. (A)
3. The Landlord intends to sell the Leasehold interest in the Property as defined below.
4. "the Property" means the Building
5. The consideration for the proposed disposal is £120,000.00 including a deposit of £12,000.00.
6. It is intended that the proposed disposal will be subject to the leases tenancy agreements and other interests set out in the schedule to this notice.
7. This notice constitutes an offer by the Landlord to dispose of the property on the terms mentioned in paragraph 5 above. This offer may be accepted by the requisite majority of those tenants of the constituent flats in the Property who are qualifying tenants for the purpose of Part I of the Act.
8. The "requisite majority" refers to qualifying tenants of the constituent flats with more than 50% of the available votes (determined as required by Section 5(6) of the Act). The terms "qualifying tenants" and "constituent flats" are defined in Section 3 and 5(8) of the Act.
9. You and the other qualifying tenants have a period of 2 months beginning with the date of service of this notice (if later, the date of service of notice in this form on the last of those on whom it is required to be served) within which to accept this offer or to make a counter-offer as provided by Section 7 of the Act.
10. You have a further period within which you and the other qualifying tenants wishing to exercise your rights under the Act may nominate under Section 6 of the Act a person or persons to purchase the Landlord's interest on your behalf, being a further

(A) v. The claim filed by Portner And Jaskel in Central London County Court on 26 February 2002 AGAINST Resident A which describes Steel Services AS "the leasehold owner" British Virgin Islands

period of two months beginning at the expiration of the period of two months referred to in paragraph 5 above.

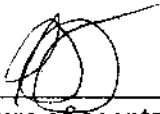
11. Section 5(4) of the Act provides that if notice corresponding in the form with this notice is served on not less than 90% of the qualifying tenants on whom it is required to be served [or, where the qualifying tenants on whom it is required to be served number less than 10, notice is served on all but one of them] the Landlord is to be treated as having complied with the obligations under Section 5(1) of the Act to serve notice conferring a right of first refusal.
12. If you and other qualifying tenants wish to accept the offer contained in this notice, the requisite majority must serve a notice in accordance with Section 6 of the Act; if you and other qualifying tenants wish to make a counter-offer, the requisite majority must serve a notice in accordance with Section 7 of the Act.
13. Any notice accepting the offer, notice making a counter-offer or other correspondence about this notice should be sent to us as agents for the Landlord at the address given below.

Dated: 10<sup>th</sup> February 2006

#### SCHEDULE

The Landlord intends selling its headlease of the building dated 31<sup>st</sup> March 1980 and for a term of 73 years from 29<sup>th</sup> September 1979 being a lease dated 31<sup>st</sup> March 1980 and made between the British Petroleum Pension Trust (1) and Banwick Investments Limited (2) as the same is registered at HM Land Registry under Title Number NGL373333 ("the Headleasehold Interest").

The headleasehold Interest is intended to be sold subject to the subleases set out in the Schedule of Notice of Leases registered at HM Land Registry a copy of which is annexed to this Notice and other matters referred to in the Charges Register of the above-mentioned title (copies of which are also annexed to this notice).

  
\_\_\_\_\_  
(signature of agents on behalf of Landlord)  
Portner and Jaskel  
63-65 Marylebone Lane  
London  
W1U 2RA  
Ref:DB/DBR/22289/2

**N.B. YOU ARE ADVISED THAT THIS NOTICE CONTAINS IMPORTANT LEGAL RIGHTS FOR THE BENEFIT OF YOU AND OTHER QUALIFYING TENANTS UNDER THE LANDLORD AND TENANT ACT 1987 AND YOU SHOULD SEEK URGENT LEGAL ADVICE UPON IT.**

No page 1 & 2.

Title Number : NGL373333

Where Are They ?

**C: Charges Register continued**

Where is the beginning?

covenants with the Company their successors and assigns that he the Purchaser his heirs and assigns will henceforth observe and perform the stipulations contained in the first part of the Schedule hereto affecting the said land.

THE SCHEDULE above referred to

1. Not at any time to erect or permit to be erected on the said land any building or buildings exceeding 65 feet in height
2. Not to use or permit to be used on the said premises or any part thereof any machinery or engine of a noisy or noisome character And not to do or suffer to be done upon the said premises or any part thereof anything which shall or may be or become a nuisance to the occupiers of any of the adjoining property or the neighbourhood
3. Not to use or permit any part of the said premises to be used for any business or trade of any description but for the purposes of a private residence or residential flats only.
3. A Conveyance affecting the freehold estate in 7 Basil Street dated 14 May 1905 made between (1) Belgravia Estate Limited (2) Alfred Thomas Hailey, John Joseph Deadman and (3) Alfred Thomas Hailey contains stipulations of which the following is a copy:-
  - "1. NOT at any time to erect or permit to be erected on the said land any building or buildings exceeding 65 feet in height.
  2. NOT to use or permit to be used on the said premises or any part thereof any machinery or engine of a noisy or noisome character and not to do or suffer to be done upon the said premises or any part thereof anything which shall or may be or become a nuisance to the occupiers of any of the adjoining property or the neighbourhood
  3. NOT to use or permit any part of the said premises to be used for any business or trade of any description but for the purposes of a private residence or residential flats only."
4. The parts of the land affected thereby are subject to the leases set out in the schedule of leases hereto and to such rights of way, passage and running of water, soil, gas and electricity, support, shelter and protection, entry and other rights as are granted by those leases.
5. (31.01.2006) REGISTERED CHARGE dated 15 December 2005.
6. (31.01.2006) PROPRIETOR: HSBC PRIVATE BANK (UK) LIMITED (Co. Regn. No. 499482) of 78 St. James's Street, London SW1A 1JB.

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**Schedule of Notices of Leases**

	Registration date and Plan ref.	Property description	Date of lease and Term	Lessee's Title
1.	31.03.1981	18 Jefferson House (First Floor Flat)	12.03.1981 29.9.1979 to 1.9.2052	NGL394431

**Schedule of Notices of Leases continued**

	<i>Registration date and plan ref.</i>	<i>Property description</i>	<i>Date of lease and Term</i>	<i>Lessee's Title</i>
2.	30.04.1981	16 Jefferson House (First Floor Flat)	24.03.1981 29.9.1979 to 1.9.2052	NGL396251
3.	20.05.1981	12 Jefferson House (Ground Floor Flat)	07.05.1981 29.9.1979 to 1.9.2052	NGL397556
4.	13.07.1981	32 Jefferson House (Third Floor Flat)	06.07.1981 29.9.1979 to 1.9.2052	NGL401083
5.	03.07.1981	19 Jefferson House (First Floor Flat)	19.06.1981 29.9.1979 to 1.9.2052	NGL400509
6.	06.07.1981	10 Jefferson House (Ground Floor Flat)	08.05.1981 29.9.1979 to 1.9.2052	NGL400615
7.	21.07.1981	20 Jefferson House (first floor flat)	09.05.1981 29.9.1979 to 1.9.2052	NGL401770
8.	07.09.1981	15 Jefferson House (first floor flat)	22.06.1981 29.9.1979 to 1.9.2052	NGL404791
9.	07.09.1981	9 Jefferson House (Ground Floor Flat)	22.06.1981 29.9.1979 to 1.9.2052	BGL10950
10.	16.11.1981	8 Jefferson House (Ground floor flat)	25.09.1981 29.9.1979 to 1.9.2052	NGL409586
11.	06.05.1982	35 Jefferson House (fourth floor flat)	14.04.1982 29.9.1979 to 1.9.2052	NGL421710
12.	03.08.1982	4 Jefferson House (Basement Flat)	23.07.1982 29.9.1978 to 1.9.2052	NGL429501
13.	13.08.1982	1 Jefferson House (Basement Flat)	27.07.1982 29.9.1979 to 1.9.2052	NGL430492
14.	29.03.1983	34 Jefferson House (Fourth Floor Flat)	31.01.1983 29.9.1979 to 1.9.2052	NGL450907
15.	08.04.1983	6 Jefferson House (Lower ground floor flat)	07.01.1983 29.9.1979 to 1.9.2052	NGL451651
16.	13.04.1983	29 Jefferson House (Second Floor Flat)	19.01.1983 29.9.1979 to 1.9.2052	NGL452053

**Schedule of Notices of Leases continued**

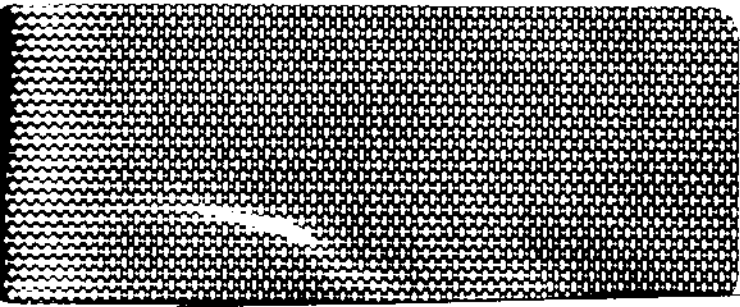
	<i>Registration date and plan ref.</i>	<i>Property description</i>	<i>Date of lease and Term</i>	<i>Lessee's Title</i>
17.	03.11.1983	14 Jefferson House (Ground Floor Flat)	03.12.1982 29.9.1979 to 1.9.2052	NGL471770
18.	14.05.1984	33 Jefferson House (Third Floor Flat)	06.04.1984 29.9.1979 to 1.9.2052	NGL489455
19.	14.12.1984	24 Jefferson House (Second Floor Flat)	09.11.1984 29.9.1979 to 1.9.2052	NGL514155
20.	24.07.1985	31 Jefferson House (Second Floor Flat)	24.06.1985 29.9.1979 to 1.9.2052	NGL530958
21.	11.09.1985	17 Jefferson House (First Floor Flat)	24.08.1985 29.9.1979 to 1.9.2052	NGL534638
22.	08.04.1986	3 Jefferson House (Basement Floor Flat)	10.03.1986 29.9.1979 to 1.9.2052	NGL550967
23.	16.05.1986	5 Jefferson House (Basement Flat)	16.04.1986 29.9.1979 to 1.9.2052	NGL554128
24.	04.06.1986	2 Jefferson House (Basement Flat)	04.04.1986 29.9.1979 to 1.9.2052	NGL555500
25.	04.12.1986	11 Jefferson House (Ground Floor Flat)	01.10.1986 29.9.1979 to 1.9.2052	NGL577861
26.	15.01.1990	13 Jefferson House (Ground Floor Flat)	14.07.1989 20.9.1979 to 1.9.2052	NGL650106
27.	20.01.1995	22 Jefferson House (second floor flat)	06.01.1995 29.9.1979 To 1.9.2052	BGL12574
28.	09.02.1995	30 Jefferson House (Second floor flat)	20.01.1995 29.9.1979 to 1.9.2052	BGL12783
29.	16.03.1995	7 Jefferson House (Ground floor flat)	15.02.1995 29.9.1979 to 1.9.2052	BGL43656
30.	13.04.1995	26 Jefferson House (Second floor flat)	10.03.1995 29.9.1979 to 1.9.2052	BGL13337
31.	21.04.1995	28 Jefferson House (Second floor flat)	25.01.1995 29.9.1979 to 1.9.2052	BGL13381

**Schedule of Notices of Leases continued**

	<i>Registration date and plan ref.</i>	<i>Property description</i>	<i>Date of lease and Term</i>	<i>Lessee's Title</i>
32.	21.04.1995	27 Jefferson house (Second floor flat)	25.01.1995 29.9.1979 to 1.9.2052	BGL13382
33.	21.04.1995	23 Jefferson House (second floor flat)	25.01.1995 29.9.1979 to 1.9.2052	BGL13383
34.	21.04.1995	25 Jefferson House (second floor flat)	25.01.1995 29.9.1979 to 1.9.2052	BGL13384
35.	01.06.2001	21 Jefferson House (first floor flat)	03.05.2001 25.3.2001 to 1.9.2052	BGL37920
36.	16.12.2005	35A Jefferson House (fourth floor flat)	23.11.2005 from 29.9.1970 to 1.9.2052	BGL56122
37.	10.01.2006	33A Jefferson House (third floor flat)	23.11.2005 from 29.9.1979 to 1.9.2052	BGL56358
38.	24.01.2006	18a Jefferson House (first floor flat)	22.12.2005 from 29.9.1970 to 1.9.2052	BGL56546

**END OF REGISTER**

*NOTE: The date at the beginning of an entry is the date on which the entry was made in the Register.*



No post date on  
envelop.



PORTNER AND JASKEL  
SOLICITORS

Our ref: AJ/Steel Services

Your ref:

28 January 2002

M [redacted] Esq  
Flat [redacted] Jefferson House  
11 Basil Street  
London  
SW3 1AX

Another firm of solicitors  
ignoring the Civil  
Procedure Rules. The courts  
expect litigation to be  
started as a last resort  
after attempts have been  
made to settle the dispute  
by negotiations or other  
means.

63-65 MARYLEBONE LANE  
LONDON W1M 5GB

DX 9067 West End

Harvey Jaskel  
Brian Portner  
David Baker  
Mitchell Grver  
Paul Caraschi  
Elizabeth Hayes  
Matthew Clark  
Diane Kettle  
Neena Thakkar

e-mail: stechen.nayward@plaw.co.uk

Telephone: 0044 20 7616 5300  
Fax: 0044 20 7935 0500

Dear Sir

**RE: Flat [redacted] Jefferson House**

We act for your Landlord company, Steel Services Limited.

We understand that last year an Arbitrator was appointed at your instigation by the President of the Royal Institution of Chartered Surveyors in connection with a Service Charge dispute with our client company.

Following the appointment you suspended the proceedings. In the interim however, our client had incurred fees with their solicitors and Managing Agents totalling £1,337.50 as follows:-

A.	Solicitors charges	£500.00
	VAT @ 17.5%	£ 87.50
B.	Managing Agent Charges	£750.00
		<u>£1,337.50</u>
		=====

Fees for what?  
Putting their  
books in order?

We are instructed to inform you that unless we are in receipt of the  
aforementioned sum by 4.00 p.m. on Thursday 31 January next proceedings  
shall be issued against you to recover without further notice.

Should our client company be obliged to commence proceedings in addition to  
the costs we will seek interest on the above sum at the rate of 8% per annum  
until payment.

We await hearing from you.

Yours faithfully,

A handwritten signature in black ink, appearing to be a stylized name with a prominent initial.

**PORTNER and JASKEL**



# Claim Form

In the  
CENTRAL LONDON COUNTY COURT

Claim No. CL201770

## Claimant

**STEEL SERVICES LIMITED**

Registered Office  
TROPIC ISLE BUILDING  
ROAD TOWN  
TORTOLA  
B.V.I

HAD Steel Services  
Already been "struck  
off" the BVI company  
Register at the time?



## Defendant(s)

MR. \_\_\_\_\_  
FLAT  
JEFFERSON HOUSE  
11 BASIL STREET  
LONDON SW3 1AX

- See 8 Aug 2002  
Reply from the  
BVI.

## Brief details of claim

NON PAYMENT OF FEES

## Value

£1,337.50

## Defendant's name and address

MR. \_\_\_\_\_  
FLAT  
JEFFERSON HOUSE  
11 BASIL STREET  
LONDON SW3 1AX

	£
Amount claimed	£1,337.50
Court fee	£115.00
Solicitor's costs	£80.00
Total amount	£1,532.50
Issue date	26 FEB 2002

The court office at

is open between 10 am and 4 pm Monday to Friday. When corresponding with the court, please address forms or letters to the Court Manager and quote the claim number.

Claim No.	
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Does, or will, your claim include any issues under the Human Rights Act 1998?  Yes  No

Particulars of Claim (attached)(to follow)

1. **THE CLAIMANT IS THE FREEHOLD OWNER** OF PREMISES SITUATE AT AND KNOWN AS FLAT JEFFERSON HOUSE 11 BASIL STREET LONDON SW3 1AX AND THE DEFENDANT IS THE TENANT.
2. AT THE INSTIGATION OF THE DEFENDANT IN OR ABOUT NOVEMBER 2001 EAMON MALONE FRICS FCIARB MAPM ~~AN ARBITRATOR~~ WAS APPOINTED BY THE PRESIDENT OF THE ROYAL INSTITUTION OF CHARTERED SURVEYORS TO ACT AS AN ARBITRATOR IN CONNECTION WITH A SERVICE CHARGE DISPUTE. FOLLOWING THE APPOINTMENT THE DEFENDANT HAS SUSPENDED OR WITHDRAWN THE ARBITRATION PROCEEDINGS. IN THE INTERIM HOWEVER THE CLAIMANT HAD INCURRED PROFESSIONAL FEES WITH ITS SOLICITORS AND MANAGING AGENTS TOTALLING £1,337.50 AS PER THE ATTACHED COPY INVOICES IN CONNECTION WITH THE ARBITRATION PROCEEDINGS.
3. NOTWITHSTANDING THAT THE CLAIMANT HAS DEMANDED PAYMENT OF THE MONIES DUE THE DEFENDANT HAS FAILED TO PAY THE SAME AND THE SUM IS DUE AND OWING AS OF TODAY'S DATE.

THE CLAIMANT THEREFORE CLAIMS:

- A. THE SAID SUM OF £1,337.50.
- B. INTEREST THEREON AT THE RATE OF 8 PER CENT PER ANNUM PURSUANT TO SECTION 69 OF THE COUNTY COURTS ACT 1984 FROM TODAY'S DATE UNTIL JUDGMENT OR SOONER PAYMENT AT THE DAILY RATE OF £0.29P.

Statement of Truth

~~(I believe)~~ (The Claimant believes) that the facts stated in these particulars of claim are true.

\* I am duly authorised by the Claimant to sign this statement

Full name

Name of Claimant's solicitor's firm PORTNER AND JASKEL

signed **PORTNER AND JASKEL**

**position or office held**

~~(Claimant)~~ ~~(Litigation friend)~~ (Claimant's solicitor) **(if signing on behalf of firm or company)**

*\*delete as appropriate*

MESSRS. PORTNER AND JASKEL  
63/65 MARYLEBONE LANE  
LONDON  
W1M 5GB  
DX: 9067 WEST END

Claimant's or Claimant's solicitor's address to which documents or payments should be sent if different from overleaf including (if appropriate) details of DX, fax or e-mail.



## Government of the British Virgin Islands

Registry of Companies, Trade Marks and Patents

Our Ref. ....

Your Ref. ....

8<sup>TH</sup> AUGUST, 2002

ISSUED SUBJECT TO DISCLAIMER HEREIN

Ms. Noelle Rawe

Dear Ms. Rawe,

I refer to your request of 8<sup>th</sup> August, 2002 and hereby submit the following information.

COMPANY NAME:	<b>STEEL SERVICES LIMITED</b>
COMPANY NUMBER:	<b>IBC NO. 199568</b>
REGISTRATION DATE:	18 <sup>TH</sup> SEPTEMBER, 1996
AUTHORIZED CAPITAL:	USD50,000.00
COMPANY STATUS:	<b>STRUCK-OFF THE REGISTER FOR NON-PAYMENT OF LICENCE FEE</b>
REGISTERED AGENT:	MOSSACK FONSECA & CO. (B.V.I.) LTD
REGISTERED OFFICE	AKARA BUILDING P.O.BOX 3136 ROAD TOWN, TORTOLA, BRITISH VIRGIN ISLANDS
TEL/FAX NUMBERS:	(284) 494-4840 (284) 494-4841