

JL/CB

13/05/2005

Mr & Mrs Galka  
1 Kenmore Court  
28 Acol Road  
London NW6

Dear Mr & Mrs Galka

**FLAT 1 KENMORE COURT - RETROSPECTIVE CONSENT**

Thank you for your letter dated 8<sup>th</sup> May, together with cheques totalling £152.75.

In accordance with your proposal to erect fencing to the front elevation (not in contact with the boundary wall) and to re briquette your parking space within your demised rear gardens. Based on the information provided and that the previously notified requirements have been met, we issue consent as follows:

This consent is given by us as Managing Agents on behalf of P.R. Kendon, and on the strict understanding that future maintenance and management of the building will not be affected by the changes made. Responsibility for payment of maintenance charges and repairs will still be in accordance with the terms of the lease.

We take this opportunity to enclose our receipt invoice in respect of our fees in this matter.

Yours sincerely,

  
**John Lingwood**  
**J Nicholson & Son**



ESTABLISHED 1845

**J. Nicholson & Son**

**CHARTERED SURVEYORS**

255 Cranbrook Road,  
Ilford, Essex, IG1 4TH  
Tel: 020 8554 6065 Fax: 020 8518 5880  
Web: [www.jnicholson.co.uk](http://www.jnicholson.co.uk)  
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DX 8910 Ilford 1



Authorised and Regulated by the  
Financial Services Authority

David Macaree F.R.I.C.S., M.B.Eng  
John P.W. Maidman M.R.I.C.S.

**J. Nicholson & Son**

PROPERTY MANAGEMENT



Ref: 1133/01

Date: 4th April 2005

255 Cranbrook Road,

Ilford, Essex, IG1 4TH

Tel: 020 8554 6065 Fax: 020 8518 5880

Mr T Galka & Mrs K Wisniewka-Galka  
1  
Kenmore Court  
28 Acol Road  
London  
NW6

Dear Mr &amp; Mrs Galka,

**Flat 1 & Car Park Space 7  
Kenmore Court, 28 Acol Road, NW6  
PROPOSED WINDOW REPLACEMENT**

We refer to your recent communication in respect of the above and set out below the steps that should be taken.

Under the terms of your lease you must obtain from us as Agents for your landlord consent to alter any part of the property. In order for us to consider your application the following steps should be taken.

1. Your application must be made to us in writing.
2. If your flat is in a Listed Building or in a Conservation Area you must obtain consent for the work from your Local Authority. In other areas Building Regulation approval is required, unless the installer is FENSA registered. You must confirm to us that you have obtained any consents required and provide the installers FENSA reference.
3. The new windows must be installed in such a way that they have the same general external appearance to those currently existing.
4. You must confirm to us that you are making all payments to your chosen contractor and also pay our administration costs which are currently £47.00 including V.A.T.
5. You will be responsible for the future maintenance of your new windows and this should be confirmed in your application.

Finally you must realise that you will still have to comply with the general terms of your lease. Therefore, if you have to contribute to the costs of external maintenance, redecoration etc, you will still have to pay your proportion in respect of these items even after your windows have been replaced.

We look forward to hearing from you in due course.

Yours faithfully,

  
John Lingwood  
J Nicholson & Son

JL/CB

11/04/2005

Mr T. Galka & Mrs. K. Wisniewka-Galka  
1 Kenmore Court  
28 Acol Road  
London NW6



ESTABLISHED 1845

**J. Nicholson & Son**

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DX 8910 Ilford 1

Dear Mrs. Galka

**FLAT 1 KENMORE COURT, 28 ACOL ROAD, NW6**

Further to our meeting and discussion of the 4<sup>th</sup> April, I write to confirm the detail we agreed, bearing in mind you had already commenced some work without the required written landlords consent, which is the reason we now have to term the fencing and rear parking work retrospective.

1. We agree in principle to retrospective consent with the proposed fence to the front elevation boundary of your garden, providing it does not exceed 1.8 meters in height, the panels are removable, and it is not in contact with the boundary wall. We also agree in principle the briquettes to the rear parking space, subject to receiving your cheque in the sum of £90 plus VAT (£105.75) for both items and written agreement to the attached Guide to Alterations (copy previously forwarded).
2. We agree in principle to your proposal to replace the windows at the property subject to receiving your cheque in the sum of £40 plus VAT (£47.00) and your written agreement to the terms of the attached information. We draw your attention in particular to number 3 of the terms (since our conversation of the 11<sup>th</sup> April, we understand this is to be deferred for the time being).

Formal written landlords consent cannot be issued without receipt of your cheque and written agreement to the terms as noted above and on the attached detail. In the interim, you must carry out no further work.

Turning to other matters, we must advise you that Miss Freeman of Flat 2, has verbally refused agreement for the laminate flooring to remain in the lobby between your respective front doors. I have written to her requesting that we receive this in writing, therefore I must formally instruct you to remove the flooring and return the lobby floor surface to its original condition with carpet at your costs. As explained, it is a communal area and despite the improvement must be removed. Kindly advise in writing when this will be carried out.

After contacting the Water Board again regarding the leak to the main water supply at the front of the property, we are advised it will be repaired before the week ending 15<sup>th</sup> April. They have already attended once last week, but currently we are unaware of the situation and await their further detail.



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David Macaree F.R.I.C.S., M.B.Eng  
John P.W. Maidman M.R.I.C.S.

I understand from our conversation that you are unaware who installed the trellis to the top of the boundary wall to Sydney Court at the rear of your property, to infill the space between railings, however we would not consider this to be a problem requiring consent.

To summarise, once we receive your cheque we will be in a position to forward formal retrospective consent relating to the above and then the work can be completed.

Yours sincerely,



**John Lingwood**  
**J Nicholson & Son**

Your ref :  
Our ref : AKK/AKK/GAL017-2  
Email : anjouk@seddons.co.uk  
Direct Tel : 0207 725 8084



**SOLICITORS  
LONDON AND PRAGUE**

5 Portman Square, London, W1H 6NT

16 September 2004

Mr T Galka & Mrs K Wisniewska-Galka  
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West Hampstead  
London  
NW6 2AB

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Email : postmaster@seddons.co.uk  
Website: www.seddons.co.uk

Dear Mr Galka and Mrs Wisniewska-Galka

**1 Kenmore Court 28 Acol Road South Hampstead London NW6**

I refer to my previous letters and our telephone conversation this afternoon when I informed you that I am waiting for your cheque for £169.42 being the balance that is due to us. I did inform you prior to completion when we did not have details of the amount that was payable to your landlord that there will be apportionment of service charge. Following completion I have sent to you a statement showing the amounts that have been paid out. The balance that is awaited will need to be sent to the Land Registry so that they register your title.

Please let me have your cheque in settlement by return.

Yours sincerely

Anjou K Kataria  
**Seddons**

Robin Austin  
Christopher Evans  
Tania Goodman  
\*Jan Grozdanovič  
Graham Honey  
Harvey Ingram

Andrew Jacobs  
Simon Jacobs  
Subir Karmakar  
David Kent  
David Marriott  
David Maxwell

Rolfe Roseman  
Simon Ross  
Anthony Seddon  
Marvin Simons

*Associates*  
Shou Chen  
Kyle Irvine  
Karen Price  
Rebecca Thomas

**Prague Office:  
Seddons v.o.s.**

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Website: www.seddons.cz

20 April 2004

## **REPORT ON TITLE**

**Mr T Galka and Mrs K Wisniewska-Galka**

Relating to:

**1 Kenmore Court 28 Acol Road South Hampstead**  
**London NW6**



1. Introduction

- 1.1. This report is prepared for Mr T Galka and Mrs K Wisniewska-Galka in connection with the proposed purchase of a residential property known as 1 Kenmore Court 28 Acol Road South Hampstead London NW6
- 1.2. This report is not intended to be relied upon by any third party.
- 1.3. In this report we have used the following definitions:
- “the Vendor” means Mr S S David and K David.
- “the Property” means 1 Kenmore Court 28 Acol Road South Hampstead London NW6
- “the Price” is Three Hundred and Twenty-Five Thousand Pounds (£325,000)
- “the Lease” means the lease of the property a copy of which is annexed hereto
- 1.4. We believe that it is important that you should consider (with our help) how this transaction will affect your other financial affairs. For example, have you made a will? If so, will its provisions still accurately reflect your wishes after you have completed your purchase? If the answer to either of these questions is “No” you should discuss with us the preparation of a will. Also, you may need advice about the various taxation implications of the transaction. Will you be liable to capital gains tax on any profit when you come to sell? Are you entitled to tax relief on your mortgage payments? Again, we can help.
- 1.5. Consideration should be given to whether you wish to purchase the Property as “joint tenants” or as “tenants in common”. If you buy as “joint tenants” you will automatically have equal shares in the Property. If one of you should die then your share would automatically pass to the survivor no matter what you have provided in your Will. If you buy as “tenants in common” you can have either equal or unequal shares in the Property, **although you must decide now (and tell us) what you have agreed your respective shares will be.** As tenants in common, if one of you should die then your share in the Property will form part of your estate and will be dealt with in accordance with the provisions of your Will (if you have made one). Unlike a joint tenancy, the share does not automatically pass to the survivor.