



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

3135
13/12/2006

TITLE NUMBER

AYR74490



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

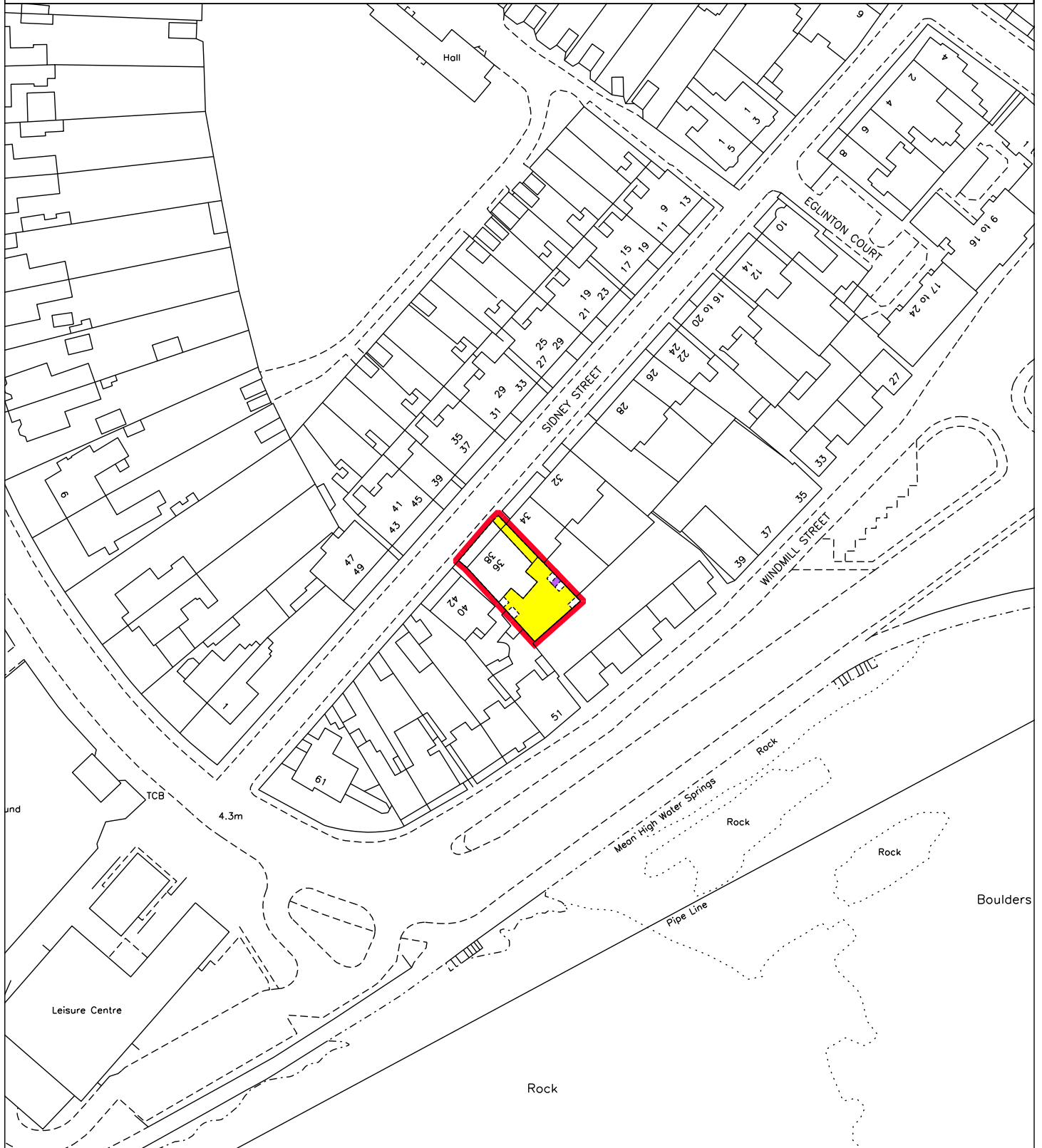
70m

NS2441SW

Survey Scale

1/1250

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TITLE NUMBER AYR74490

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION

09 NOV 2006

DATE TITLE SHEET UPDATED TO

04 MAR 2024

REAL RIGHT

OWNERSHIP

DESCRIPTION

Subjects within the land edged red on the Title Plan being the northeastmost of the two front attic houses on the attic floor at 36 SIDNEY STREET, SALTCOATS KA21 5DD of the tenement 36 to 38 Sidney Street, Saltcoats, with the coal cellar and solum thereof tinted mauve on said Plan; Together with (One) the rights specified in the Deed of Declaration of Conditions in Entry 2 of the Burdens Section and (Two) free ish and entry to the subjects in this Title and to the back court, drying green, washhouse and cellar and also to the roof of the said tenement by the hatchway leading thereto for the purpose of cleaning vents and all other necessary purposes.

Note

The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Contract in Entry 1 of the Burdens Section.



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B 1

B. PROPRIETORSHIP SECTION

ENTRY PROPRIETOR

NO

1 AMPG LIMITED incorporated
under the Companies
Acts (Registered Number
07135556), Registered Office
at 2 Fen View, Doddington,
March, PA15 0SN.

DATE OF
REGISTRATION
04 MAR 2024

CONSIDERATION
£20,500

DATE OF ENTRY
29 FEB 2024



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C 1

C. SECURITIES SECTION

**ENTRY
NO**

SPECIFICATION

**DATE OF
REGISTRATION**

No Entry



TITLE NUMBER AYR74490

D 1

D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

- 1 Feu Contract containing Feu Disposition by Commissioner for Earl of Eglinton and Winton to Hugh Blackley and his heirs and assignees, recorded G.R.S. (Ayr) 30 May 1894, of 14.7 poles of ground, of which the subjects in this Title form part, contains the following burdens:

The said Hugh Blackley and his foresaids shall be bound and obliged within two years from 15 May 1894 to build and thereafter to uphold and maintain upon the said plot or area of ground hereby disposed a Dwelling House of stone and lime with slated roof of the value of not less than Six hundred pounds Sterling facing Sidney Street and that of a style of architecture in all respects similar and not inferior to the houses in the locality and conform to Plans and Elevations to be previously submitted to and approved of by the said Earl or his successors or those acting for them and which Dwelling House shall be placed upon the building line to be staked off upon the ground by the party appointed by the said Earl it being declared that no building shall be placed nearer to any roads or streets than the line so staked off Declaring also that the said Hugh Blackley shall be bound within the period above prescribed to enclose the said plot or area of ground with sufficient stone and lime walls not under five feet nor above seven feet in height and being finished with a good substantial freestone cope excepting the wall along Sidney Street which shall not be more than two and one half feet in height and being finished with a similar cope shall be surmounted with a neat iron railing all to the satisfaction of the said Earl or his foresaids or those acting for them Declaring further that the wall to be erected on the Southwest boundary between the ground hereby feued and the adjoining ground about to be feued to the said Thomas Rowan shall be a mean and mutual wall and the cost thereof shall be borne in equal proportions by the said Hugh Blackley and Thomas Rowan and the said wall shall be the mutual property of the parties and shall be upheld and maintained at their mutual expense and whichever



D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

party building said wall being entitled to recover from the other the half of said cost, but the other walls bounding the said subjects hereby feued (except the wall between the said subjects and the subjects belonging to Charles McPhee) shall be erected and upheld and at all times kept in proper repair at the sole expense of the said Hugh Blackley and his foresaids: And further declaring that the said Feuar and his foresaids shall be bound and obliged to maintain and uphold in good tenantable condition and repair in all time coming the Houses and Buildings already erected or hereafter to be erected on the said plot of ground together with the walls and fences enclosing the same; And it is also hereby expressly provided and declared that no buildings of a different description from those above specified shall be built on the subjects hereby disposed and in particular that there shall be no thatched or tiled roofs put upon any of the said buildings and that no trade or manufacture shall be carried on or exercised on any part of the said Subjects nor any occupation which may either endanger the safety of the buildings thereon or prove a nuisance to the neighbouring Feuars neither shall there be deposited on the premises any nauseous materials nor except for temporary purposes shall there be any dung filth ashes or incumbrances of any description laid down upon the lands roads streets or lanes upon or adjoining or connected therewith And further it shall not be lawful for the said Feuar or his foresaids or any Tenant or possessor of the said Houses and buildings already erected or hereafter to be erected on the said plot of ground to sell or retail any kind of malt or Spirituous liquors on the premises unless they shall have previously obtained permission in writing to that effect from the Superior: Reserving to the said Earl of Eglinton and Winton and his foresaids all mines minerals and metals of whatever description within the Subjects above disposed with power to work and carry away the same: Declaring that all damage to buildings or otherwise occasioned by the working of said minerals shall be paid for by the said Earl or his foresaids



D. BURDENS SECTION

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SPECIFICATION

to the Feuar or his foresaids as the same shall be ascertained by neutral men to be mutually chosen.

- 2 Deed of Declaration of Conditions, recorded G.R.S. (Ayr) 25 Jun. 1960, by Agnes Brown or Blackley, Proprietor of 14.7 poles with tenement 36 to 38 Sidney Street, Saltcoats, of which the subjects in this Title form part, contains rights and burdens in the following terms:

(FIRST)

The proprietor of each attic dwellinghouse of the said tenement shall have a right in common to, and be liable for a share corresponding to the proportion which the rateable value of the dwellinghouse bears to the total rateable value of all the attic dwellinghouses of the cost of maintaining, repairing or renewing, the attic floor landing, the lavatory entering therefrom and the flight of stairs leading from the middle floor of the said tenement to the said attic floor all as the said landing flight of stairs and lavatory are coloured blue on the plan annexed and subscribed as relative hereto:

(SECOND)

The proprietor of each attic and middle floor dwellinghouse of the said tenement shall have a right in common to the middle floor landing and the flight of stairs leading from the ground floor of the said tenement to the middle floor of the said tenement all as the said landing and stairway are coloured grey on the said plan;

(THIRD)

The proprietor of each of the dwellinghouses of the said tenement shall have (one) a right in common with the proprietors of the remaining dwellinghouses in the said



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tenement to (a) the ground on which the said tenement is erected, (b) the common close, backcourt, drying green, paths and washhouse as tinted yellow on the Title Plan, (c) the foundations, gables, outside and division walls, the roof and the hatchway leading thereto, the chimney heads (excluding chimney cans), the rhone pipes and conductors of the tenement and the pavements ex adverso the said tenement so far as not taken over by the Local Authority and (d) the drains, soil pipes, water supply pipes, cisterns, gas pipes, electricity cables and wires and whole other parts and portions of the said tenement which are common to the proprietors of the several dwellinghouses in the said tenement and (two) a right in common to such other part or parts of the said tenement and others as are common to the subjects belonging to such proprietor and to any one or more of the dwellinghouses in the said tenement:

(FOURTH)

Except as hereinbefore or hereinafter specified the cost of maintaining, repairing or renewing any common parts of the said tenement and others shall be shared by the proprietors having a common right therein, two shares being payable in respect of the ground floor dwellinghouse, one share in respect of each middle floor dwellinghouse and two shares in respect of the attic floor dwellinghouse taken together and the liability inter se of the proprietors of the attic floor dwellinghouses will be in the proportion that the rateable value of each attic floor house bears to the total rateable value of all the attic floor dwellinghouses: but declaring that the proprietors shall contribute to the upkeep of the chimneys only in so far as their interest extends, and shall bear the whole cost of the maintenance and replacement of any chimney cans used solely by them and a majority of the proprietors having a common right to any part of the said tenements and others shall be entitled to decide what maintenance, repairs or renewals are to be carried out on such part (there being two votes for the said ground



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floor dwellinghouse and one vote for each other dwellinghouse) and in the event of disagreement as to the proprietors having a common right in the part to be maintained, repaired or renewed or of the proprietors concerned being equally divided in opinion as to the necessity of any maintenance, repair or renewal or of the minority of the proprietors concerned refusing to accept the decision of the majority as aforesaid or in the event of any other dispute arising under this Deed of Conditions then the matter shall be decided by an Arbiter to be mutually agreed upon or failing agreement to be appointed by the Sheriff Substitute of Ayrshire at Kilmarnock for the time being and the decision of such Arbiter shall be final and the expense of such reference shall be borne by all proprietors concerned or otherwise as may be fixed and determined by the said Arbiter and where a majority of the proprietors having a common right in any common part, have, or the Arbiter appointed as aforesaid has, considered it desirable to have such common part maintained, repaired or renewed, the said majority or he shall have power to order the work to be done and all proprietors having a common right to such part, whether consenters or not, shall be bound to pay their respective shares of the expense thereof and the said majority or the arbiter appointed as aforesaid shall have power to appoint one of the proprietors or any other person as the common factor to see to the execution of such maintenance, repairs or renewals, to instruct tradesmen and to recover from each proprietor his or her proportion of the cost of the work:

(FIFTH)

The proprietor or proprietors for the time being of each dwellinghouse shall be bound at their own expense (a) to keep and maintain in good order and repair and from time to time renew in so far as necessary the subjects belonging to them and (b) to keep the said subjects constantly and adequately insured against loss by fire and property owners' liability with an



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established insurance company and to exhibit the receipts for the premiums to the other proprietors of the said tenement on request and in the event of any dispute arising as to the adequacy of any insurance the matter shall be referred to an Arbiter appointed as aforesaid:

(SIXTH)

The said background shall be used exclusively for drying and bleaching clothes and for no other purpose whatsoever and the said background and any washhouse buildings shall be used by the proprietors interested therein in such rotation as they may arrange:

(SEVENTH)

The proprietor or proprietors of each dwellinghouse in the said tenement shall have a right to use and continue to use such vents, drains, gas and water supply pipes, communication and electricity cables and wires as pertain to such dwellinghouse and pass through the remainder of the said tenement with right to such proprietors or to any tradesmen or persons employed by them to enter upon the remainder of the said tenement at all reasonable times for the purpose of maintaining, repairing or renewing such vents, drains, gas, and water supply pipes, communication and electricity cables and wires and such proprietors shall be bound to allow the vents, drains, gas and water supply pipes, communication and electricity cables and wires pertaining to the remainder of the said tenement to pass through their property with a right to the proprietors of the remainder of the said tenement or any tradesmen or other person employed by them to enter upon such dwellinghouse for the purpose of carrying out maintenance, repairs or renewals and declaring with regard to the foregoing rights of entry for maintenance, repairs or renewals that the proprietor or



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proprietors exercising the said rights shall bear the cost of any damage caused thereby:

(EIGHTH)

The common drains, soil pipes, water, gas and other pipes, rhones, conductors, electricity cables and wires shall be allowed to remain in and to pass through and over the tenement as at present and any person interested therein shall have access thereto at all reasonable times for all necessary purposes on condition that he or she makes good any damage caused thereby:

(NINTH)

For the preservation of the light and ventilation of the dwellinghouse forming the ground floor of the said tenement, it is hereby provided and declared that no building or structure of any kind shall be erected on the said backcourt and no addition or alterations to the said tenement dwellinghouses or other buildings situated behind the said tenements shall be made which will prejudice or interfere with the ventilation or light of the said dwellinghouse on the ground floor of the said tenement as such ventilation and light exist at present: and

(TENTH)

The garden plot in front of the said ground floor dwellinghouse and the walls or railings enclosing it shall be the exclusive property of and be maintained in good order and condition by the proprietor or proprietors for the time being of the said ground floor dwellinghouse and the said garden plot shall be used only as garden ground for flowers, shrubs, grass or similar ornamental purposes and for no other purpose whatsoever and no buildings or erections shall be placed thereon and there is reserved to the proprietors of the dwellinghouses on the



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NO

SPECIFICATION

upper floor of the said tenement a right to enter upon the said garden plot for the purposes of obtaining access to roof of the said tenement to carry out repairs to it and also access to the windows of the said dwellinghouses to clean, paint or repair them and for all other necessary purposes but subject to payment by the proprietors exercising the right for all damage caused by such operations.

Note: Only a monochrome copy of the plan annexed to the foregoing deed has been submitted to the Keeper, therefore the colour references referred to in Clauses (FIRST) and (SECOND) thereon cannot be determined in relation to the subjects in this Title.

ARTICLES OF ROUP

These Articles of Roup apply to the property in Scotland being ALL and WHOLE the dwellinghouse known as and forming 36B Sidney Street, Saltcoats, being the whole subjects registered in the Land Register of Scotland under Title Number AYR36518 (hereinafter referred to as "the Lot");

which subjects are exposed for sale by public Roup by AMPG Limited (hereinafter called "the Seller")

and that within the

5 South Charlotte Street, Edinburgh, EH2 4AN

or at such other time or place as the exposure may be adjourned to or unless previously sold privately and that on the following conditions as may be appointed in any Minute to be annexed hereto:-

1. It is expressly declared and accepted by any person bidding at the said public roup that the said General Conditions of Sale which are specified in the Auctioneers Catalogue and any document referred to therein shall apply, to the sale of the Lot only in so far as not inconsistent with the terms of these Articles of Roup and the Minute of Preference and Enactment and any further minute to follow hereon and in the event of any such inconsistency, the terms of these Articles of Roup and Minute of Preference and Enactment and any further minute to follow hereon shall prevail and such parts of the General Conditions of Sale and any documents referred to therein which are so inconsistent shall not apply.

2. The date of entry shall be

or such other date as may be agreed between the Seller and the Purchaser when the balance of the purchase price shall be paid notwithstanding that a Disposition or Assignment is not available for delivery to the Purchaser in exchange for the purchase price. By accepting payment the Seller will come under obligation to execute and deliver to the Purchaser a valid Disposition or Assignment in their favour containing all usual and necessary clauses including warrandice from the Seller's facts and deeds only.

3. The Seller's Solicitors are Freelands Solicitors Motherwell, ML1 1BW

4. The Auctioneers are **Braveheart Auction Ltd.**

Solicitors
Firm's Signature



Witness

Adhibited by
James Anderson Cowan MacDonald

Full Name
Courtney Lafferty

Address
36 Muir Street, Motherwell, ML1 1BW

I, JANE MOIRA DELORIE, formerly of PO Box 1324, Nairobi, Kenya and now residing at Villa B5, Les Domes d'Albion, Black River District, Mauritius registered proprietor of the subjects hereinafter disposed IN CONSIDERATION of the price of TWENTY FIVE THOUSAND POUNDS (£25,000) STERLING paid to us by AMPG LIMITED, incorporated under the Companies Acts (Company Number 07135556) and having its Registered Office at Two Fen View, Doddington, March of which sum I hereby acknowledge the receipt and discharge them HAVE SOLD DO HEREBY DISPONE to and in favour of the said AMPG LIMITED and to their assignees and disponees whomsoever heritably and irredeemably ALL and WHOLE the subjects known as and forming the Thirty six B Sidney Street, Saltcoats, KA21 5DD being the whole subjects registered in the Land Register of Scotland under Title Number AYR36518; WITH ENTRY as at

Two thousand and Twenty Five; And I grant warrandice; And I declare that the subjects hereby disposed are not (a) a matrimonial home to which a spouse of mine has occupancy rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981 or (b) a family home to which a civil partner of mine has occupancy rights under the Civil Partnership Act 2004; IN WITNESS WHEREOF these presents are subscribed as follows:-



Witness

...**EVA JANIE GRAHAM**.....

Witness full name

..**Ave Des Mulets**.....

..**TAMARIND**.....

..**Black River**.....

Witness address



Jane Moira Delorie

..**ALBION**.....

Place of signing

..**25 August 2025**.....

Date of Signing