



LAND REGISTER
OF SCOTLAND

Officer's ID / Date

30279
15/5/1997

TITLE NUMBER

LAN19610



ORDNANCE SURVEY
NATIONAL GRID REFERENCE

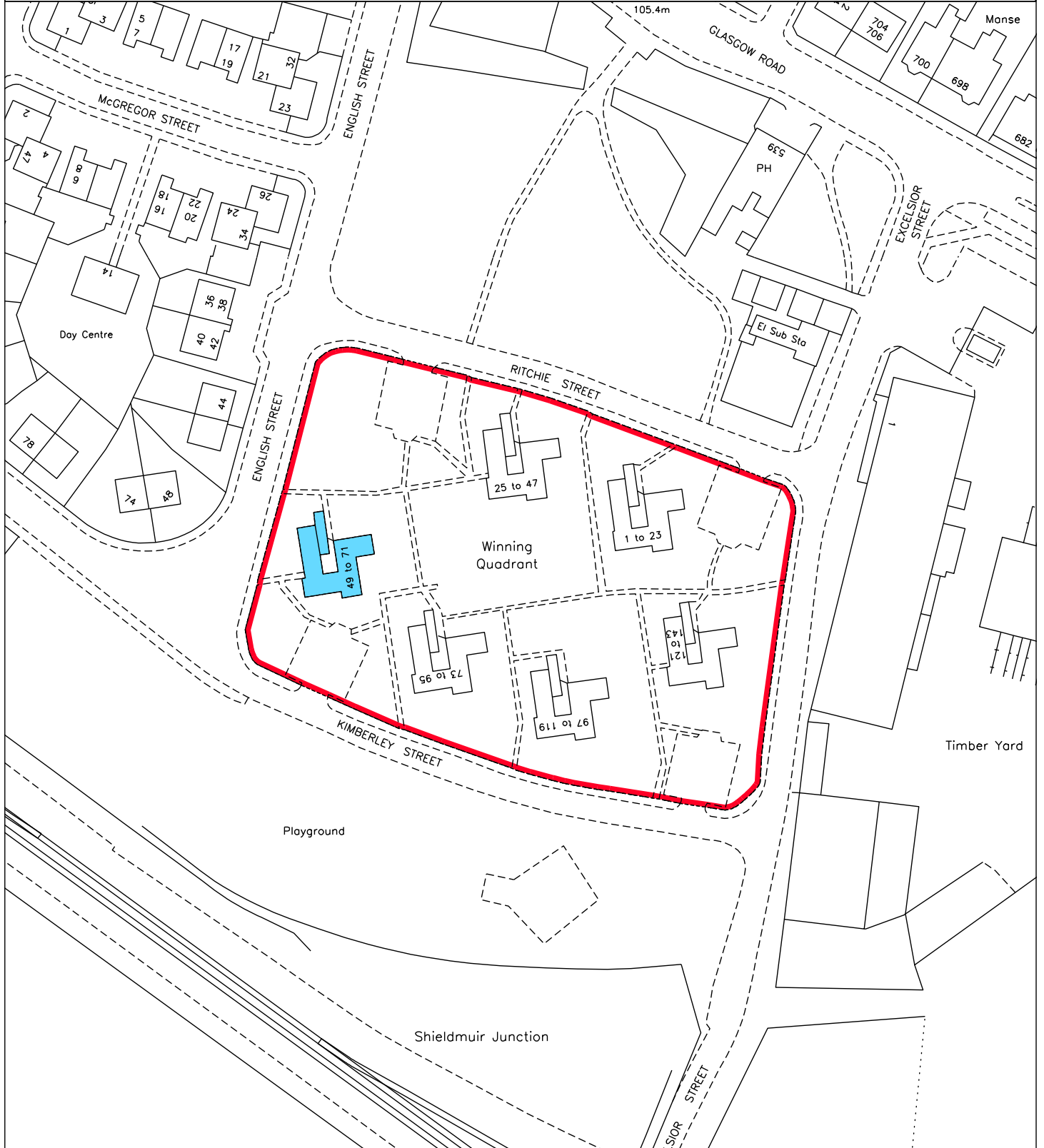
70m

NS7755SE NS7755NE

Survey Scale

1/1250

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TITLE NUMBER LAN19610

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION
10 MAR 1986

DATE TITLE SHEET UPDATED TO
14 DEC 2023

REAL RIGHT
OWNERSHIP

DESCRIPTION

Subjects 69 WINNING QUADRANT, WISHAW ML2 7TT within the land edged red on the Title Plan being the southwestmost house on the third and fourth floors of the block 49 to 71 (odd numbers) WINNING QUADRANT, tinted blue on said plan, together with (one) the rights set out in the Deed of Conditions in Entry 6 of the Burdens Section and (Two) all necessary rights of support deriving from the Undertaking in Entry 7 of the Burdens Section.

Note The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Disposition in Entry 1, Feu Disposition in Entry 2 and Undertaking in Entry 7 of the Burdens Section.



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B 1

B. PROPRIETORSHIP SECTION

ENTRY PROPRIETOR

NO

1	GRIFFON PROPERTIES LIMITED a Company incorporated under the Companies Acts, (Company Number 04363972), and having its Registered Office at 49 Riverside Road, Watford, WD19 4RX.	DATE OF REGISTRATION 14 DEC 2023	CONSIDERATION £25,000
			DATE OF ENTRY 05 DEC 2023



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C 1

C. SECURITIES SECTION

**ENTRY
NO**

SPECIFICATION

**DATE OF
REGISTRATION**

No Entry



TITLE NUMBER LAN19610

D 1

D. BURDENS SECTION

**ENTRY
NO**

SPECIFICATION

- 1 Feu Disposition by Trustee of Robert Montgomery Hamilton, Lord Belhaven and Stenton to John Williams and his heirs and assignees, recorded G.R.S. (Lanark) 13 Jul. 1875, of 2 863/1000 Acres of ground, of which the subjects in this Title form part, contains the following burdens:

Whereas in the Excambion by Lord Belhaven and Stenton, conform to Contract of Excambion dated 20 Feb. 1866, entered into between him and John Glencairn Carter Hamilton of Dalziel the whole mines and (minerals) metals minerals and fossils whatsoever with the bounds of the ground hereby disponed were specially reserved to the said John Glencairn Carter Hamilton and the Heirs of Entail succeeding to him in his Estate of Dalziel with full liberty and privilege to them to dig for work win and carry away the said minerals and others so reserved by means of pits in any part of the adjoining lands belonging to himself or his foresaids but not to work or win the same by sinking or putting down pits in any part of the ground hereby disponed or otherwise from the surface of that ground nor by any surface operations within a distance of a circle of fifteen yards around any buildings on the same, but without any prejudice and subject to the rights of any tenants of the said minerals under leases existing at the date of the said Excambion Therefore it is hereby declared that the said whole mines metals minerals and fossils in the ground hereby disponed are specially excepted from this Feuright and reserved to the said John Glencairn Carter Hamilton and his foresaids with the powers before mentioned of digging for working winning and carrying away the same. And it is hereby further declared that I as Trustee foresaid and my successors and the Trust Estate under my management and those who are or may be beneficially interested therein shall not be subject to any liability of any kind for any damage which may arise to the ground hereby disponed or any buildings erected or to be erected thereon from any workings of the minerals in the ground hereby disponed or any underground operations connected therewith which have



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already taken place or may take place at any time hereafter or from any former present or future workings of minerals in any adjoining lands or operations connected therewith. Paying yearly the said John Williams and his foresaids to me and my foresaids the sum of Thirty four pounds seven shillings and one penny yearly in name of feuduty and that at two terms in the year Whitsunday and Martinmas by equal portions in all time coming. And also that the said John Williams and his foresaids shall be bound to keep the whole ground hereby disponed where necessary always sufficiently fenced and enclosed and the fence on the east of the said ground between it and Shieldmuir plantation shall consist of a substantial stone and lime or brick and lime wall at least six feet high which shall be erected and maintained at the joint expense of the said John Williams and the Wishaw Estate. And the said John Williams and his foresaids shall further be bound to keep and uphold the whole buildings erected or to be erected and the conduits drains roads and footpaths made or to be made on the said piece of ground hereby disponed in good and sufficient repair and that in all time coming while they shall possess the same. And whereas the said John Williams has erected a wall and back premises upon a small piece of ground lying to the north east of the ground hereby disponed and which is not included in the measurement of the ground hereby disponed it is hereby specially provided and declared that in the event of the said piece of ground being at any time required for the proposed diversion of the existing Turnpike road or for any other purpose whatever I or my foresaids shall be entitled to resume the same without any compensation to the said John Williams or his foresaids who shall be obliged at his or their own expense to remove the wall or buildings erected thereon: And if the said John Williams or his foresaids shall suffer the buildings or other erections made on the piece of ground hereby disponed to become ruinous or shall sell or allow to be sold any ale or spirituous liquors on the ground or use the same or any part thereof for any other purposes than for



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the building thereon of dwellinghouses and offices and for a school for the education of children which shall not be used for any other purpose without first obtaining liberty to that effect in writing from me or my successors then and in these or any of these events these presents shall become ipso facto void and null and be at an end and I or my successors shall be entitled to enter to the possession of the whole of the subjects hereby disposed, and of all buildings and erections thereon including the said roads as if these presents had never been granted and to remove the said John Williams and his foresaids summarily from the possession of the said lands and others and to obtain a Decree of Removing or other warrant for that purpose from any competent Judge without any warning or premonition whatever.

- 2 Feu Disposition by Alexander Charles Hamilton, Lord Belhaven and Stenton to Emma Jane Williams or Willcock and her heirs and assignees, recorded G.R.S. (Lanark) 24 Dec. 1906, of 5 25/100 poles of ground, of which the subjects in this Title form part, contains the following burdens:

Whereas in the excambion by Lord Belhaven and Stenton conform to Contract of Excambion dated 20 Feb. 1866 entered into between him and John Glencairn Carter Hamilton the whole mines and metals minerals and fossils whatsoever within the bounds of the ground hereby disposed were specially reserved to the said John Glencairn Carter Hamilton and the Heirs of Entail succeeding to him in his Estate of Dalziel with full liberty and privilege to them to dig for work win and carry away the said minerals and others so reserved by means of pits in any part of the adjoining lands belonging to himself or his foresaids but not to work or win the same by sinking or putting down pits in any part of the ground hereby disposed or otherwise from the surface of that ground nor by any surface operations within a distance of a circle of fifteen yards around any buildings on the same but without prejudice and subject to the rights



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of any tenants of the said minerals under Leases existing at the date of the said Excambion Therefore it is hereby declared that the said whole mines metals minerals and fossils in the ground hereby disponed are specially excepted from this Feu Right and reserved to the said John Glencairn Carter Hamilton and his foresaids with the powers before mentioned of digging for working winning and carrying away the same and it is hereby further declared that I and my successors shall not be subject to any liability of any kind for any damage which may arise to the ground hereby disponed or any buildings erected or to be erected thereon from any workings of minerals in the ground hereby disponed or any underground operations connected therewith which have already taken place or may take place at any time hereafter or from any former present or future workings of minerals in any adjoining lands or operations connected therewith. Paying yearly the said Emma Jane Williams or Willcock and her foresaids to me and my foresaids the sum of Seven shillings and ten pence yearly in name of feuduty and that at two terms in the year Whitsunday and Martinmas by equal portions in all time coming. And it is hereby provided and declared that the said Mrs. Emma Jane Williams or Willcock and her foresaids shall be bound to keep the ground hereby disponed where necessary always sufficiently fenced and enclosed and she and her foresaids shall further be bound to keep and uphold the buildings erected or to be erected and the conduits drains road and footpath made or to be made on the said piece of ground hereby disponed in good and sufficient repair and that in all time coming while they shall possess the same And if the said Mrs. Emma Jane Williams or Willcock or her foresaids shall suffer the buildings or other erections on the said piece of ground hereby disponed to become ruinous or shall sell or allow to be sold any ale or spirituous liquors on the ground then and in these or any of these events these presents shall become ipso facto void and null and be at an end and I or my successors shall be entitled to enter to the possession of the subjects hereby disponed and



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of all buildings and erections thereon as if these presents had never been granted and to remove the said Mrs. Emma Jane Williams or Willcock and her foresaids summarily from the possession of the said subjects and to obtain a Decree of removing or other warrant for that purpose from any competent Judge without any warning or premonition.

- 3 Disposition and Assignment by Emma Jane Williams or Willcock to Cornelius Sharp and his heirs and assignees, recorded G.R.S. (Lanark) 26 Feb. 1924, containing inter alia Disposition of 2 782/1000 Acres of ground, of which part of the subjects in this Title form part, contains the following burdens:

The burden of payment by the said Cornelius Sharp and his foresaids of the sum of Thirty three pounds seven shillings and sixpence and one penny yearly of feuduty, being the proportions hereby allocated on the subjects hereinbefore disposed of the cumulo feuduties of Thirty four pounds seven shillings and one penny and Seven shillings and ten pence payable to the Superior for the piece of ground extending to two acres and eight hundred and sixty three one thousandth or decimal parts of an acre and the triangular piece of ground extending to five poles and twenty five decimal or one hundredth parts of a pole respectively, of which the subjects hereinbefore disposed form part, and that at two terms in the year Whitsunday and Martinmas by equal portions in all time coming with corresponding interest if incurred; And the said Cornelius Sharp by his signature hereto binds and obliges himself and his foresaids to free and relieve me and my heirs, executors and successors in the remainder of the said piece of ground extending to two acres and eight hundred and sixty three one thousandth or decimal parts of an acre and of the said triangular piece of ground extending to five poles and twenty five decimal or one hundredth parts of a pole respectively of the said cumulo feuduties of Thirty four pounds seven



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shillings and one penny and seven shillings and ten pence with corresponding interest if incurred, to the extent foresaid.

- 4 Memorandum of Agreement between Robert E A Hamilton, Lord Belhaven and Stenton and Emma J Williams or Willcock and another, recorded G.R.S. (Lanark) 27 May 1924, constitutes in respect of commutation of casualties an additional feuduty of (1) £2.3s.1d and (2) £0.0s.7d over and above the said existing feuduty of £34.7s.1d and £0.7s.10d respectively payable for 2 863/1000 Acres of ground and 5 25/100 poles of ground, of which the subjects in this Title form part.

- 5 Disposition by Motherwell District Council to L.A.W. Estates Limited and their assignees, recorded G.R.S. (Lanark) 21 Jan. 1983, of 2.35 Acres of ground, of which the subjects in this Title form part, contains the following:

We bind ourselves to free and RELIEVE our said disponees and their foresaids of ALL FEUDUTIES due now and in all time coming.

- 6 Deed of Conditions, recorded G.R.S. (Lanark) 20 Apr. 1983, by L.A.W. Estates Limited, Proprietor of 2 35/100 Acres of ground, with 6 five storey blocks of dwellinghouses known as Point Blocks, Craigneuk, Wishaw thereon (hereinafter referred to as "the said Development"), of which the subjects in this Title form part, sets forth and declares burdens in the following terms:

(First) except for the solum of the ground on which each of the said blocks of dwellinghouses is erected the whole of the said plot or area of ground together with the roads, footpaths and parking bays, open spaces and any walls or fences formed or erected or to be formed or erected thereon shall be the common property of all the proprietors in the said development and shall in all time coming be held by them and their foresaids for the common use and benefit of all the



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proprietors in the said development under burden of upholding and maintaining the same in good order and repair and when necessary renewing the same; (Second) the solum of the ground on which each of the blocks of dwellinghouses is erected, the foundations, outside walls, all bearing walls, gables, roof, roof trusses, roof cladding and the common entrance hall, the controlled door-entry system, front and back doors, common bin store and meter cupboard, the staircase with the stairs, stair landings and stair railings and the walls enclosing the same, the stair windows, the stair lights and outside lights, the common television aerial control box and all relative common connections and fittings and the cold water rising mains, all domestic supply and heating pipes, water, gas and other pipes, conductors and electric mains and other cables and transmitters used in common or serving the common parts of each block shall with respect to each of the said blocks be the common property of all the proprietors of the dwellinghouses in that block under burden of upholding and maintaining the same in good order and repair and when necessary renewing the same; (Third) the said open spaces shall be laid out in shrubs or grass and if applicable in accordance with any requirements of the planning authority and preserved as open spaces and shall not be used for any other purpose; (Fourth) there is hereby reserved to us and our successors and others deriving right from us or them (which shall include without prejudice to the said generality the local authority, electricity board, gas board, water board, post office or any other statutory undertaking), the right of laying, erecting and using sewers, drains, water, gas and other pipes and cables, pylons, lamp standards, telegraph poles or overhead cables in the said plot or area of ground and of opening up the said plot or area of ground and the said roads for the purposes of laying, relaying and repairing such sewers, drains, pipes and cables, pylons, lamp standards, telegraph poles or overhead cables and that all free of any claim at the instance of any of the proprietors for wayleave against us or our foresaids and others deriving



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right from us or them; It being provided and declared that the said plot or area of ground is subject to a heritable and irredeemable servitude right, privilege and tolerance of a wayleave, or wayleaves through the said plot or area of ground or underground of said roads for such sewers, drain pipes and cables, pylons, lamp standards, telegraph poles or overhead cables when laid or erected without any of the proprietors being entitled to claim any compensation thereof, but declaring that we and (so far as we can competently bind them) the parties opening up the said plot or area of ground or the said roads shall be bound to restore the surface; (Fifth) it is hereby specially declared that the roads, footpaths and the sewers, drains, water, gas, electric and other pipes and cables may be freely used by us and our foresaids and our tenants and all persons deriving right from us in all time coming without us or them being liable to pay any compensation for such use; (Sixth) the proprietors of the dwellinghouses in each of the said blocks shall be bound with each other in keeping (a) the proprietors and (b) each of the said blocks of dwellinghouses constantly insured against property owners' liability and fire and other risks hereinafter mentioned and for that purpose in effecting and maintaining in force by payment of the premium the following policies of insurance namely:- (Primo) a policy of insurance against property owners' liability with a well established insurance company in name of the proprietors for their respective rights and interests or the factor hereinafter mentioned on their behalf for such sum as may from time to time be fixed at a meeting of the proprietors convened and held as hereinafter provided and until that event as may be fixed by us; and (Secundo) a policy of insurance with a well established insurance company against loss or damage by fire, explosion, flood, lightning, storm and tempest, riot or civil commotion or such other risks and for such sums (which shall not be less than reinstatement value) as may from time to time be fixed at a meeting of the proprietors convened and held as hereinafter provided and until that event as may be fixed



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by us (there being a separate policy or policies for each of the said blocks of dwellinghouses) and the proprietors of each of the said dwellinghouses shall be liable inter se for payment of the annual premiums of the said insurance policies in the proportions mentioned in clause (Fourteenth) hereof and shall be bound to make payment to the factor hereinafter mentioned of the appropriate proportion of each premium on demand and in the event of the said dwellinghouses or any part thereof being destroyed or damaged by fire or any other risks covered by the said policies all sums which may be received from the insurance company under the said policies in respect of loss or damage to buildings shall be applied forthwith in re-erecting, restoring or repairing the destroyed or damaged buildings to conform as far as practicable with the present design and dimensions (except in so far as altered with the consent of all the proprietors or other persons having an interest in the buildings provided that any alterations shall not involve any reduction in the superficial area of the inside of any dwellinghouse) and such re-erection, restoration or repair shall be carried out by such person or persons at such cost including architects or surveyors fees as may be determined and approved at a meeting of the proprietors to be convened and held as hereinafter provided and in the event of the cost of any such re-erection, restoration or repair exceeding the sum recovered from the said insurance company in respect of loss or damage to the building of the said blocks any further sums required to meet the costs shall be paid by the proprietors in accordance with their respective interests and shall be recoverable if necessary in an action at the instance of any one or more of the proprietors or the factor hereinafter mentioned each and all of whom shall have authority to sue and recover all such proportions so far as unpaid for and on behalf of all persons having an interest in the re-erection, restoration and repair of the said building and in the event of the sum recovered from the said insurance company in respect of loss or damage to the building



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of the said blocks exceeding the cost of any such re-erection, restoration or repair the surplus shall be apportioned among the proprietors in accordance with their respective interests; (Seventh) (Primo) any proprietor or proprietors for the time being of any of the dwellinghouses comprised in any one of the said blocks or dwellinghouses shall be entitled at any time to convene a meeting of all the proprietors of that block to be held at such reasonably convenient time and place as the convenor may determine of which time and place of meeting not less than seven days notice in writing shall be given on behalf of the said convenor to all the proprietors of that block as appearing in the Valuation Roll in operation at the time being addressed and posted to each of them their respective addresses as therein stated or to the care of the representatives of the deceased proprietor at the last address of such deceased proprietor shown in the said Roll; (Secundo) at any meeting convened as aforesaid the proprietor or proprietors of each dwellinghouse may be represented by any other person as mandatory appointed by written mandate to attend, vote and act on behalf of the proprietor or proprietors granting the mandate; (Tertio) the proprietors of four or more dwellinghouses present in person or represented by a mandatory shall form a quorum at any meeting of the proprietors; (Quarto) the proprietor or proprietors of each dwellinghouse or his or their mandatory present at any such meeting shall be entitled to one vote per one pound of rateable value as disclosed by the current valuation roll declaring that in the case of joint ownership only one person shall be entitled to vote and such person may be any one of the joint owners present at the meeting or any other person appointed by the joint owners as mandatory by written mandate aforesaid and the person so voting shall be entitled to only one vote; and (Quinto) it shall be competent at any such meeting by a majority of the votes of those present (a) to order to be executed any repairs, renewals, painting or decoration of the said common subjects specified in clause (Second) hereof or any part thereof, (b)



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to make any regulations which may be considered necessary with regard to the preservation, cleaning, use or enjoyment of the said common subjects or any part thereof, all which regulations shall be binding on all the proprietors whether consentors or not, (c) to decide upon the said insurance company or companies or any change in regard to and to determine regarding any risks to be insured against other than those particularly hereinbefore mentioned and the amount or amounts by which the said insurances shall from time to time be increased or reduced and the amounts of any other risks against which the meeting may determine to insure, (d) to appoint a qualified person as factor to take charge of all such things as may competently be dealt with at such meeting and without prejudice to the foregoing generality to delegate to the factor the whole rights and powers or any of them exercisable by a majority of the proprietors present in person or represented at such meeting, (e) to determine the duration of the factors appointment and also to terminate the appointment of the factor and appoint another factor in his place, all which orders, regulations, decisions, determinations, appointments and others shall be binding upon each and all of the proprietors whether or not present in person or represented at such meeting and whether or not consentors thereto, Declaring always that notwithstanding the foregoing provisions under this clause the first factor shall be appointed by us and so long as the said dwellinghouses contained in the said blocks of dwellinghouses remain in our ownership we reserve the right to appoint and remove the factor and that the remuneration payable to said factor by each proprietor shall be as agreed by the proprietors from time to time, declaring also that the proprietors can only exercise their vote in respect of the common subjects pertaining to the subjects of which they are proprietors; (Eighth) each of the proprietors of the dwellinghouses of the said blocks of dwellinghouses shall deposit with the factor a float of Fifty Pounds (#50) at the date on which each proprietor takes entry to their respective dwellinghouse to be held by the



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factor to meet the cost of common repairs and on the sale of any dwellinghouse the factor will be bound to account to the proprietor selling his dwellinghouse the said float under deduction of any proportion of common charges due as at the date of sale; (Ninth) the factor shall unless otherwise determined at any meeting of the proprietors duly convened and held as aforesaid be entitled during the continuance of his appointment to exercise the whole rights and powers which may competently be exercised at or by a meeting of the said proprietors convened and held as aforesaid subject to any limit of expenditure which may be fixed by the said proprietors at any such meeting and excepting any matters relating to the appointment of the factor the fixing of the duration of his appointment or the termination thereof or the fixing of his remuneration; (Tenth) the proprietors of the said dwellinghouses shall not be entitled to erect storm or attic windows or alter the lines of the roof of any of the said blocks of dwellinghouses and none of the proprietors shall be entitled to erect any television or radio aerial (other than said common television aerial) attached to or suspended from the roof, outside walls or windows of any of the blocks of dwellinghouses; (Eleventh) the proprietors of the said dwellinghouses shall not be entitled to paint, whitewash, colour, decorate or make any structural or other alterations in any way upon the external parts of the said dwellinghouses owned by him or them or the windows or outside doors thereof of the said common subjects or any part thereof, it being hereby expressly provided and declared that in order to preserve the uniformity of the external appearance of the said dwellinghouses all external painting, whitewashing, colouring or decoration and all ameliorations or repairs thereto shall be dealt with only in the manner hereinbefore provided with regard to common or mutual operations or repairs to the said common subjects; (Twelfth) the proprietors of the said dwellinghouses shall be bound to allow access to their respective premises to each other or to the factor or to any



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other tradesmen appointed by them or him for the purpose of executing any necessary repairs or renewals to the common subjects or any part thereof subject always to payment in respect of any damage caused thereby; (Thirteenth) in respect of the common subjects described in clause (First) hereof the respective proprietors thereof and any factor appointed shall for the purpose of maintenance and preservation of the said common subjects have the same rights and powers as the proprietors of the dwellinghouses of the said blocks of dwellinghouses and as any such factor as laid down in clauses (Seventh) and (Ninth) hereof and the same rights, privileges and obligations so far as relevant shall apply to the proprietors of the said common subjects described in clause (First) hereof; (Fourteenth) all expenses and charges incurred for renewing and restoring, upholding and maintaining in good order and repair and for painting or decorating the said common subjects as defined in clauses (First) and (Second) hereof or for the preservation or cleaning thereof or for any other work done or services rendered in terms of in furtherance of the provisions herein contained and the premiums for the insurance policies and the remuneration if any of the factor shall be payable as follows:- (Primo) by the proprietors of the said dwellinghouses in the proportion which the rateable value of their respective dwellinghouse as disclosed by the current Valuation Roll bears to the total rateable value of the said development in respect of the common subjects described in clause (First) hereof; and (Secundo) by the proprietors of the said dwellinghouse in the proportion which the rateable value of their respective dwellinghouse as disclosed by the current valuation roll bears to the total rateable value of the block of which the said dwellinghouse forms part in respect of the common subjects described in clause (Second) hereof; and (Fifteenth) all questions, differences and disputes which may arise among the proprietors regarding their rights and interests in the common subjects or in the said respective dwellinghouses so far as depending upon or otherwise arising



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out of or in respect of these presents in any manner of way are all hereby referred to the amicable decision of an arbiter to be chosen by agreement of all the proprietors or failing such agreement such arbiter as shall be appointed by the Sheriff Principal for the time being of the Sheriffdom of South Strathclyde Dumfries and Galloway or any of the Sheriffs at Hamilton and whatever the said arbiter shall determine in the premises shall be binding on all concerned and the proprietors shall be bound to implement and fulfil to each other the decisions, findings and decrees of the arbiter with power to the said arbiter to take skilled advice and order execution and performance of works and things and to apportion the cost thereof among the said proprietors and to find all or any of them liable in the expenses of the arbitration and to decern accordingly.

- 7 Undertaking, recorded G.R.S. (Lanark) 20 Apr. 1983, by Motherwell District Council (Proprietors of the whole mines and metals, minerals and fossils lying under and within the bounds of the Area of ground aftermentioned (hereinafter referred to as "the said minerals and others")) on the narrative that said Council disposed to L.A.W. Estates Limited, 2 35/100 Acres of ground, of which the subjects in this Title form part, narrates in the following terms:

WHEREAS the said L.A.W. Estates Limited are desirous of securing support for the dwellinghouses and other buildings already erected and to be hereafter erected on the said area of ground hereinbefore described and with a view to securing such support to have the said minerals and others so far as unwrought as at the date hereof (6 Apr. 1983) left unwrought in all time coming; AND WHEREAS we the said Motherwell District Council, as proprietors of the said minerals and others by virtue of the Disposition granted by James Alan Driver, John Atkinson and Francis George Wilson as Trustees of John Malcolm Guthrie in our favour dated Seventeenth and Eighteenth February, Nineteen



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hundred and eighty three and recorded in the Division of the General Register of Sasines for the County of Lanark of even date herewith, have agreed to leave the said minerals and others, in so far as we have right thereto, so far as unwrought as at the date hereof, unwrought in all time coming; THEREFORE we the said Motherwell District Council DO HEREBY AGREE AND UNDERTAKE that the said minerals and others lying under and within the bounds of the said area of ground hereinbefore described so far as remaining unwrought as at the date hereof shall not be further worked by us or others deriving right from us from and after that date.

ARTICLES OF ROUP

These Articles of Roup apply to the property in Scotland being **ALL and WHOLE** the dwellinghouse known as and forming **69 Winning Quadrant, Wishaw, ML2 7TT** being the subjects registered in the Land Register of Scotland under Title Number LAN19610 (hereinafter referred to as "the Lot"); which subjects are exposed for sale by Public Roup by **Griffon Properties Limited incorporated under the Companies Acts (Registered Number 04363972) and having their Registered Office at 49 Riverside Road, Watford, WD19 4RX** (hereinafter called "the Seller") and that within the premises of **Braveheart Auctions** 81 John Finnie Street, Kilmarnock, KA1 1BG or via videolink upon _____ or at such other time or place as the exposure may be adjourned to, or conducted or unless 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, the Special Conditions of Sale (if any), 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 **Four weeks after the Date of the Minute of Enactment to follow hereon** 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 Mathie-Morton Limited trading as Carters, 4 Alloway Place, Ayr, KA7 2AD
E-mail: cbowie@carterslaw.co.uk
4. The Auctioneers are **Braveheart Auctions**.

Solicitors
Firm's Signature



Adhibited by Connor Bowie, Director

Witness



Full Name

Adam White

Address Eldo House, Monkton Road, Preswick
KA9 2PB