

We, MORS VINCIT OMNIA LIMITED, incorporated under the Companies Acts (Company Number 12898877) and having our Registered Office at Former Coroners Court, Close, Newcastle Upon Tyne, NE1 3RQ registered proprietors of the subjects hereinafter disposed WHEREAS we advertised the subjects hereinafter disposed for sale and exposed the said subjects to Public Roup at Glasgow on Eighth May Two Thousand and Twenty Three and that NANDI CLUBS LTD a Company incorporated under the Companies Acts (Company Number 14522336) and having their Registered Office at Flat 6 Campden House, Herben Road, London, NW6 4RW was by the Judge of the Roup preferred to the purchase at the price of NINETY THOUSAND POUNDS (£90,000) STERLING all as the Articles of Roup dated Third April Two Thousand and Twenty Three and relative Minute of Preference and Enactment thereon dated Eighth May Two Thousand and Twenty Three more fully bear; and whereas the said NANDI CLUBS LTD has paid to us the said price of NINETY THOUSAND POUNDS (£90,000) STERLING of which we acknowledge receipt; THEREFORE we HAVE SOLD and do hereby DISPONE to and in favour of the said NANDI CLUBS LTD and to their disponees and assignees whomsoever, heritably and irredeemably, ALL and WHOLE the subjects situated on the ground floor and first floor number 25 Channel Street, Galashiels, TD1 1BJ being the subjects outlined in red on the plan annexed and executed as relative hereto and which subjects form part and portion of ALL and WHOLE the subjects 15/25 Channel Street, Galashiels, TD1 1BJ registered in the Land Register of Scotland under Title Number SEL5102 ; WITH ENTRY as at the day of June Two Thousand and Twenty Three; And we grant warrandice; And pending the recording of this Disposition, we hereby declare ourselves Trustees of the subjects hereby disposed for the purchasers absolutely: IN WITNESS WHEREOF

Town: NEWCASTLE
Date: 19 / 6 / 2023

PMS
Signature of Director of Disponer

Witness Signature: [Signature]

Director Name: PETER MCGARR

Witness Name: Aiden Hudson

Witness Address: Beard House
Sprokerwood Rd, Newcastle
NE4 7DF

Narcotte 1/16/13 this is the disposition referred to in the brief of disposition by Narcotte & Co. which was listed in favour of Narcotte & Co.

25 Channel Street, Galashiels, Selkirkshire, TD1 1BJ



Property Searches
Scotland

Tel. 0141 221 8884
Email: admin@propertysearchescotland.co.uk

Nominal Scale: 1:1250 @ A4
Map Center: 349209 636232
Date Issued: 14-06-2023
Our Ref: 24703002
Drawn By : GG



ARTICLES OF ROUP

These Articles of Roup apply to the property in Scotland being **ALL and WHOLE** the subjects known as and forming **15/25, Channel Street, Galashiels** being the subjects registered in the Land Register of Scotland under Title Number **SEL7720 ("the Property")**; which subjects are exposed for sale by Public Roup by **Nandi Clubs LTD**, incorporated under the Companies Acts, (Registered Number 14522336), with their registered office at 2 Gladstone Terrace, Gateshead, England, NE8 4DY ("**the Seller**") and that within the offices of **Braveheart Auctions Limited, 5 South Charlotte Street, Edinburgh, EH2 4AN** upon the [] 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 Property 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 the [].
3. The Special Conditions of Sale applicable to the Property are as follows: -
 - a. The Date of Entry may be extended for a period of not more than seven days subject to prior written agreement with the Seller.
 - b. A non-refundable deposit of ten per cent of the purchase price or £3000.00 whichever is greater shall be paid by the Purchaser, forthwith, after the sale of the Property within seven days of the execution of the Minute of Preference and Enactment. The deposit will be held by the Auctioneer as Stakeholder.
 - c. On or prior to the Date of Entry, in addition to the Price, the Purchaser will also have an obligation to pay the sum of TWO THOUSAND ONE HUNDRED POUNDS (£2,100) STERLING inclusive of VAT as a contribution towards the Seller's selling costs and legal fees. No breakdown of these costs and fees shall be exhibited to the Purchaser or his/her/their agents. These additional costs shall be subject to the same conditions as payment of the Price as per the auction conditions.
 - d. For the avoidance of doubt as the sale is by way of Auction, Warrantice will be from facts and deeds only in the Disposition to be granted.
 - e. Payment of the balance of the Price shall be paid by way of CHAPS transfer to Miller Samuel Hill Brown Client Account. Account details will be provided prior to the Date of Entry.
 - f. If payment of the balance of the Price is not made on the Date of Entry (or such other date as may be agreed with the Seller) interest will be payable on the unpaid balance at five per centum per annum above the Base Lending Rate from time to time of Bank of Scotland plc, If the Purchaser fails to pay the balance of the price with interest as aforesaid within seven days of the Date of Entry, the Seller shall be entitled (without prejudice to its other rights

and remedies) to rescind these Articles of Roup, to retain the Deposit (which the Purchaser will forfeit) to re-sell the Property to any third party and to claim damages from the Purchaser which may include:-

- i. All costs and expenses incurred in relation to the re-marketing of the Property and the re-sale of it;
 - ii. Any shortfall between:
 - a. the sale price received by the Seller on any such re-sale; and
 - b. the Price; and
 - iii. All financial losses including increased funding costs which the Seller would not have incurred had the balance of the Price been paid on the Date of Entry and interest which the Seller could have earned on the balance of the Price had it been paid on the Date of Entry; The provisions of this clause will not apply for any period of time during which the delay in payment by the Purchaser is due to any failure or breach by or on behalf of the Seller to implement his obligations or duties under these Articles of Roup on time.
- g. The Seller shall not be bound to produce or deliver any writs other than those in the Title Pack and the Purchaser shall be bound to accept the said writs as complete and sufficient title to the Property in all respects and shall not be entitled to object to the same after the Auction upon any ground whatever nor to require any other titles or evidence be made up at the expense of the Seller.
- h. The Seller shall not be bound to produce or deliver a Home Report including the Sellers Questionnaire, Single Survey, Asbestos Survey Report or Energy Performance Certificate. The Purchaser shall be bound to accept the position and shall not be entitled to object to same after the Auction upon any ground whatsoever.
- i. The Purchaser is deemed to have inspected the title pack and to be satisfied with the description of the Property contained therein. The Purchaser is deemed to have made all necessary enquiries with the Local Planning Department or other bodies with regard to potential use or Planning Consent. No warranty is given in respect of the existence of any Planning Consents or other approvals in respect of the Property.
- j. In the event of any Notice of Potential Liability for Costs (hereinafter referred to as "Notice") registered under either the Tenements (Scotland) Act (hereinafter referred to as "the 2004 Act") or the Title Conditions (Scotland) Act 2003 (hereinafter referred to as "the 2003 Act") being registered by or on behalf of any party prior to fourteen days before the date of entry the Purchaser will be deemed to have accepted that the provisions of Section 12 (5) of the 2004 Act and the provisions of Section 10 (3) of the 2003 Act shall not apply in the purchase by the Purchaser from the seller of the Property and further and notwithstanding the generality of the foregoing without prejudice thereto the Purchaser agrees that the Seller shall not be obliged to meet payment under or provide satisfaction of any Notice registered over the Property or any part thereof.

- k. The Seller shall be under no obligation to discharge or make any payment of any sums due under any local authority notice, charge or Charging Order in respect of the Property.
4. The Seller's Solicitors are Miller Samuel Hill Brown, The Forsyth Building, 5 Renfield Street, Glasgow, G2 5EZ.
5. The Auctioneers are **Braveheart Auctions Limited**, 5 South Charlotte Street, Edinburgh, Scotland, EH2 4AN.



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Subscribed for Miller Samuel Hill Brown LLP
by Aileen Thomson one of its Members



.....(Witness)
Irum Arshad,
The Forsyth Building
5 Renfield Street
Glasgow
G2 5EZ