	Version date	Additional Cadastral Map View/Supplementary Data
	16/11/2024	INV48968-1

	BRITISH NATIONAL GRID EASTING/NORTHING				
	224942, 781724	<table border="1"> <tr> <td>Survey Scale</td> <td>Print Scale</td> </tr> <tr> <td>1:2500</td> <td>1:2500 @ A4</td> </tr> </table>	Survey Scale	Print Scale	1:2500
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Title Information: INV48968

Search summary

Date/Time of search	19 Jan 2026 12:22:18
Transaction numbers	SCO-24452670 SCO-24452675
User reference	Jack Fay

INV48968**Section A**

Property

Date of first registration	02 Sep 2008
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Date title sheet updated to	24 Dec 2025
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Hectarage Code	0
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Real Right	OWNERSHIP
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Map Reference

Title Number	INV48968
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Cadastral Unit	INV48968
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Sasine Search

Property address	PLOT 1, SHEPHERD PARADISE INVERROY, ROY BRIDGE PLOT 2, SHEPHERD PARADISE INVERROY, ROY BRIDGE
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Description	Subjects cadastral unit INV48968 PLOT 1, SHEPHERD PARADISE, INVERROY, ROY BRIDGE and PLOT 2, SHEPHERD PARADISE, INVERROY, ROY BRIDGE edged red on the cadastral map; Together with the servitudes contained in (One) the Deed of Conditions in Entry 5 of the Burdens Section; and (Two) the Disposition in Entry 6 of the Burdens Section.
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Notes	1. The minerals are excepted. The conditions under which the minerals are held are set out in the Disposition in Entry 3 of the Burdens Section.
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INV48968**Section B**
Proprietorship

JACK FAY 51 High Street, Hale Village Liverpool, L24 4AE.

Entry number	1
Date of registration	24 Dec 2025
Date of Entry	03 Dec 2025
Consideration	£14,500

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Section C

Securities

There are no entries.

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Section D

Burdens

Number of Burdens: 7

Burden 1

Disposition by Ernest Vinter to Allan Joseph MacDonald, recorded G.R.S. (Inverness) 23 Dec. 1950, of Farm and Lands of Keppoch, in Parish of Kilmonivaig, under exception, of which the subjects in this Title form part, contains the following burdens:

Declaring that where the lands hereby disposed adjoin other subjects not forming part of other subjects belonging to me the boundary shall be the boundary thereof as possessed by me; and declaring that where the said lands are bounded by a wall, dyke, fence, hedge or the like, the boundary is the centre of the same and shall be maintained mutually by the adjoining proprietors except where the said lands are bounded by lands formerly belonging to the West Highland Railway Company and now to British Railways Executive where the boundaries shall be maintained wholly by the said British Railways Executive or their successors, and where bounded by a river, stream, burn, ditch or other water, the boundary shall be the medium filum or centre thereof; the subjects hereby disposed are so disposed always with and under the burden of the rights and servitudes acquired by the Lochaber Power Company.

Burden 2

Disposition by Lloyds Bank Limited as Trustees of Ernest Vinter to Secretary of State for Scotland and his successors in office, recorded G.R.S. (Inverness) 6 Mar. 1959, of Estate of Inveroy and Bohuntin, of which the subjects in this Title form part, contains the following burdens:

(PRIMO) Where the said lands and estate are bounded by a wall, dyke, fence, hedge or the like the boundary is the centre of the same and shall be maintained mutually by the adjoining proprietors except where the lands are bounded by lands of the West Highland Railway Company or their successors where the boundaries shall be maintained wholly by the said Company or their foresaids, and where bounded by a stream, loch, ditch or other water, the boundary shall be in centre thereof,

(SECUNDO) all way-going claims competent to us as Trustees foresaid as occupiers of any part of the said subjects are hereby discharged, and

(TERTIO) the disponent and his foresaids shall have no liability for the present state or the upkeep of the buildings situated on the said subjects which are the property of the Tenants.

Burden 3

Disposition by The Secretary of State for Scotland to David William MacDougall and his executors and assignees, recorded G.R.S. (Inverness) 14 Sep. 1978, of 2.837 hectares of ground of which the subjects in this Title form part, contains the following burdens:

(Primo) My disponent and his foresaids will be bound to maintain all existing boundary fences with remaining tenanted croft land at his sole expense but subject to the proviso that in the event of subsequent sales of the adjoining croft lands any purchaser will be obliged to bear and equal shared responsibility for such mutual fences;

(Secundo) Maintenance of all roadside fences will be the sole responsibility of my said disponent and his foresaids;

(Tertio) The burden of all existing wayleaves however constituted in favour of the North of Scotland Hydro-Electric Board; and

(Quarto) There is reserved to me and my successors all minerals within the said subjects hereby disposed with full power to work same subject to payment for any surface damage caused through mining operations.

Burden 4

Disposition by Deaufor Holdings Limited to Susan Caroline Hunt and another and their assignees, disponees and executors, registered 26 Aug. 2016, of area of ground at Inveroy, Roy Bridge, registered under Title Number INV37584, contains inter alia the following servitudes:

Part I: Interpretation

In this Entry

"the Retained Property" means the subjects registered under Title Number INV22975, of which the subjects in this Title form part.

"the Disposed Property" means the subjects disposed by this Disposition;

"the disponee" means Susan Caroline Hunt and Any Rebecca Hunt both residing at Upper Tall Pine Croft, Upper Inveroy, Roy Bridge;

Part III; Servitudes affecting the Retained Property

The following servitudes are imposed on the Retained Property in favour of the Disposed Property;

1. All necessary servitude rights of supply of water, drainage, sewage, electricity and all other essential services required for the construction and maintenance of a house and relative offices on the Disposed Property with rights to lay and construct all necessary pipes, poles, cables, conductors and others which may be required for site services including the right to drainage pipe and form soak away on the retained property and rights of access thereto for the purpose of maintenance, repair and renewal subject to the reinstatement of all damage caused by the exercise of these rights

3. A servitude right of access over the retained property and the burdened property for the purpose of connecting into and thereafter inspecting, maintaining, repairing and renewing the biological treatment plant, soakaway and all connecting pipes and drains in connection with a drainage system and also for all necessary pipes, drains, cables and others for installation of electricity, water and telephone services subject to the disponee and their foresaids making good any surface damage occasioned by the exercise of this right.

Burden 5

Deed of Conditions, registered 3 Dec. 2020, by Great Glen Holdings Limited, proprietors of the Main Site as hereinafter defined, of which the subjects in the subjects in this Title form part, contains servitudes, real burdens &c., in the following terms:

We, the said Great Glen Holdings Limited, provide as follows:

1 Definitions, Interpretation and Construction

1.1 Definitions

In this Deed:

"Main Site Owner" means the said Great Glen Holdings Limited and their successors in title;

"Main Site" means the subjects Plot 2 Inveroy, Roy Bridge, registered under Title Number INV22975;

"Owner" means at any time the owner at that time of any Plot, and where two or more persons own the Plot includes both or all of them;

"Plan" means additional cadastral map view 1;

"Plot" means any one of the plots edged and numbered 1 to 20 in blue on the Plan.

1.2 Interpretation and Construction

Except to the extent that the context or the express provisions otherwise requires, in this Deed of Conditions:

1.2.1 words importing any gender include all other genders;

1.2.2 words importing the singular number only include the plural number and vice versa;

1.2.3 words which import the whole are to be treated as including reference to any part of the whole;

1.2.4 where at any one time there are two or more persons included in the expression "Owner" obligations contained in this Deed of Conditions are binding jointly and severally on them;

1.2.5 words importing individuals include legal persons and vice versa;

1.2.6 references to this Deed of Conditions or to any other document are to be construed as reference to this Deed of Conditions or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;

1.2.7 any reference to a Condition is to the relevant Condition of this Deed of Conditions;

1.2.8 reference to any statute or statutory provision (including any subordinate legislation) includes any statute or statutory provision which amends, extends, consolidates or replaces the same, or which has been amended, extended, consolidated or replaced by the same, and includes any orders, legislation, instruments or other subordinate legislation made under the relevant statute or statutory provision;

1.2.9 any phrase introduced by the words "including", "include", "in particular" or any similar expression is to be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

1.3 Headings

The headings in this Deed of Conditions are included for convenience only and are to be ignored in its construction.

1.4 Exercise of rights conferred by this Deed

Any rights conferred on an Owner by this Deed of Conditions may be validly exercised by any person duly authorised by such Owner including its tenants, agents and tradesmen, but subject to any limitations or restrictions imposed upon such Owner by this Deed.

2 Creation

2.1 Date of creation and application

The conditions imposed by this Deed of Conditions will take effect, in respect of a Plot, on the date of registration in the Land Register of Scotland of a disposition of that Plot in which the conditions in this Deed of Conditions are expressly stated to apply.

2.2 Lands Tribunal applications

No application may be made to the Lands Tribunal for Scotland under sections 90(1)(a)(i) and 91(1) of the Title Conditions (Scotland) Act 2003 in respect of the community burdens and servitudes created in this Deed for a period of five years after the date of registration of this Deed of Conditions in the Land Register of Scotland.

3 Servitudes

The rights in this Condition are servitudes imposed on the relevant burdened properties in favour of the relevant benefited properties

3.1 Main Site Servitudes

3.1.1 For the purposes of this Condition 3.2:

(i) the burdened property is the Main Site

(ii) each Plot is a benefited property.

3.1.2 The following servitudes are imposed on the Main Site in favour of each Plot:

(i) All necessary servitude rights of supply of water, drainage and electricity with rights to lay and construct all necessary pipes, poles, cables, conductors and others which may be required for services and rights of access thereto for the purpose of maintenance, repair and renewal.

(ii) Free use and access for vehicular and pedestrian traffic over that section of the Main Site tinted blue on the Plan insofar as is necessary to access the Plot.

(iii) A servitude right of access over the Main Site and the other Plots for the purpose of connecting into and thereafter inspecting, maintaining, repairing and renewing all necessary pipes, drains, cables and others for installation of electricity, water and telephone services.

3.1.3 The rights conferred by this Condition 3.1.2 may be exercised in respect of any current or future development of the benefited property under this Condition 3.1.

3.1.4 The rights contained in Condition 3.1.2 may be exercised only where it is reasonably necessary for the purpose in question.

3.2 Exercise of servitude rights

3.2.1 The parties exercising the rights contained in Conditions 3.1.2 will:

1. Make good on demand all damage caused to the Main Site by reason of the exercise of the Servitude Rights by them or their tenants, agents, employees, workmen and others authorised by them from time to time, to the reasonable satisfaction of the Main Site Owner.
2. Procure that the Servitude Rights are exercised so as to cause the minimum disturbance, nuisance or annoyance reasonably practicable to the Main Site Owner and their tenants or occupiers, and all other adjoining or neighbouring proprietors, tenants or occupiers;
3. Indemnify the Main Site Owner in respect of all claims, demands, expenses, liabilities, actions or others arising in consequence of the exercise of the Servitude Rights by the Owner.
4. Contribute towards the costs of maintaining, repairing and where appropriate renewing the said area tinted blue on the Plan on a user basis.

3.3 Servitude Conditions

3.3.1 The routes of the Servitude Rights referred in 3.1.2

(i) shall be subject to the agreement between the Main Site Owner and the Owner and their respective successors in title, all parties acting reasonably.

4 Real Burdens

4.1. For the purposes of this Condition 4.1:

(I) the benefited property is the Main Site,

(II) each Plot is a burdened property.

4.1.1 The following Real Burdens are imposed on each Plot in favour of the Main Site:

1. The Owner and their successors in title, shall be solely responsible and liable for the cost of maintaining, repairing and renewing, where necessary, all relative pipes, connections and equipment to be located on the Main Site and which services solely serve the Plot.

Note: The effectiveness of the real burdens in the foregoing Deed of Conditions has been postponed, in respect of a Plot, until the date of registration in the Land Register of Scotland of a disposition of that Plot in which the conditions in this Deed of Conditions are expressly stated to apply. The real burdens have been made effective in respect of the subjects in this Title.

Burden 6

Disposition by Great Glen Holdings Limited to Stephen McLean and his executors and assignees, registered 3 Dec. 2020, of Plots 1 and 2 Shepherd Paradise, Inverroy, being the subjects in this Title, contains the following servitudes and real burdens:

"the Retained Property" means the strip of land tinted blue on additional cadastral map view 1 forming part of the subjects Plot 2, Inverroy, registered under Title Number INV22975.

"the Disposed Property" means the subjects disposed by this Disposition.

"the disponee" means the said Stephen McLean.

Servitudes affecting the Retained Property

The following servitudes are imposed on the Retained Property in favour of the Disposed Property:

1. All necessary servitude rights of supply of sewage and drainage and all other essential services required for the construction and maintenance of a house and relative offices on the Disposed Property with rights to lay and construct all necessary pipes, poles, cables, conductors and others which may be required for site services including the right to drainage pipe and form soak away on the retained property and rights of access thereto for the purpose of maintenance, repair and renewal subject to the reinstatement of all damage caused by the exercise of these rights

2. A servitude right of access over the retained property and the burdened property for the purpose of connecting into the soakaway and all connecting pipes and drains in connection with a drainage system subject to the disponee and their foresaids making good any surface damage occasioned by the exercise of this right.

The following real burdens are imposed on the Disposed Property in favour of the Retained Property;

1. The disponee, and their successors in title, shall be solely responsible and liable for the cost of maintaining, repairing and renewing, where necessary, all relative pipes, drains, connections and equipment to be located on

the Retained Property and which services solely serve the Disposed Property. The disponent and their successors in title will make good on demand all damage caused to the Retained Property by them by reason of the exercise of the said servitude rights and others by the disponent or their successors in title or their tenants, agents, employees, workmen and others authorised by them from time to time.

Burden 7

Explanatory Note:

The descriptions of the burdened and benefited properties in any deed registered in terms of sections 4 and 75 of the Title Conditions (Scotland) Act 2003 in this Title Sheet are correct as at the stated date of registration of such deed. This is notwithstanding any additional information that may have been disclosed by the Keeper in respect of those properties.

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Pending Application

INV48968

Application Number 25INV4949A

Date of Application 23 Dec 2025

Valid From 24 Dec 2025

Valid To 27 Jan 2026

Application Status CONFIRMED

Consideration

Title Number INV48968

Application Type Advance Notice

Parent Title Number

Grantees

JACK FAY, 51 HIGH STREET, HALE VILLAGE, LIVERPOOL, L24 4AE

Granters

THOMAS FREDERICK MCSHANNON, SWALLOWS NEST, HILLHEAD FARM, HIGHER CARNKIE, REDRUTH, TR166SE

Additional Information


PLOT 1 SHEPHERD PARADISE INVERROY, ROY BRIDGE

Deeds

Agent No.	Deed type	Deed Details
10178	Disposition	

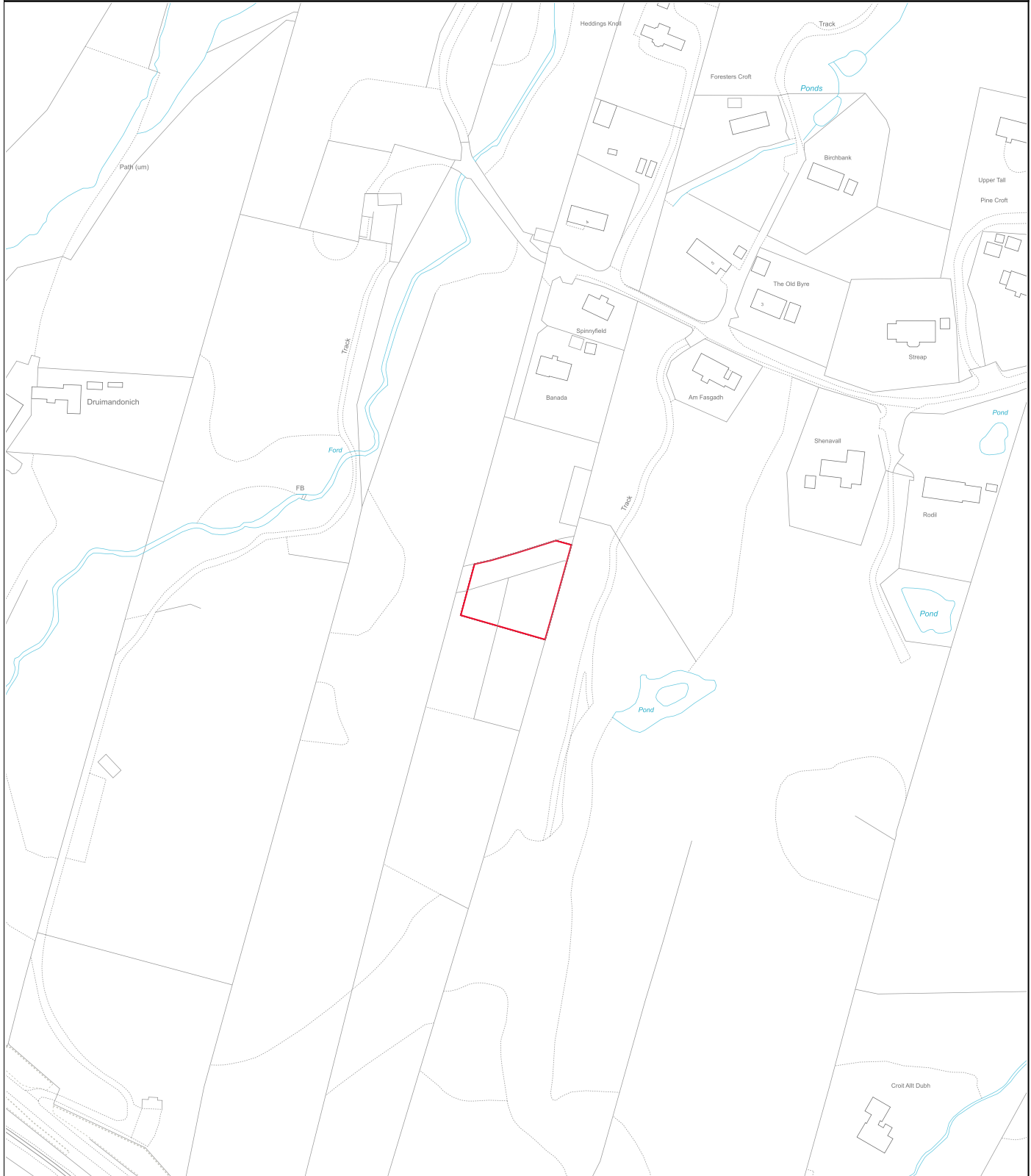
Until completed, applications to register deeds are subject to rejection or withdrawal. Advance Notices will remain on the Application Record for 35 days unless they are discharged.

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	Version date	TITLE NUMBER
	16/11/2024	INV48968

	BRITISH NATIONAL GRID EASTING/NORTHING				
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ARTICLES OF ROUP

These Articles of Roup apply to the property in Scotland being ALL and WHOLE...

SHEPHERD PARADISE, Plot 1&2 INVERROY, ROY BRIDGE_(hereinafter referred to as "the Lot");

which subjects are exposed for sale by public Roup by.....

Jack Fay (hereinafter called "the Seller")

and that within the

5 South Charlotte Street, Edinburgh EH2 4AN upon

Two Thousand and Twenty Six

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

Two Thousand and Twenty Six

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 Amy Law, 13 Granville St, G3 7EE

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

**Solicitors
Firm's Signature**



Witness



Adhibited by

AMY JERROLDSON

Full Name

Harris Shepfaulls

Address

13 GRANVILLE STREET

GLASGOW G3 7EE