



# Title Information: MID77905

## Search summary

<b>Date/Time of search</b>	30 Mar 2026 09:46:53
<b>Transaction numbers</b>	SCO-25528403
<b>User reference</b>	Not provided

**MID77905****Section A**

## Property

<b>Date of first registration</b>	29 Aug 2001
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<b>Date title sheet updated to</b>	17 Jan 2018
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<b>Hectarage Code</b>	0
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<b>Real Right</b>	OWNERSHIP
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<b>Map Reference</b>	NT2675SW
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<b>Title Number</b>	MID77905
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<b>Cadastral Unit</b>	MID77905
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**Sasine Search**

<b>Property address</b>	37/29 PILRIG HEIGHTS, EDINBURGH EH6 5FB
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<b>Description</b>	Subjects 37/29 PILRIG HEIGHTS, EDINBURGH EH6 5FB within the land edged red on the Title Plan being the northmost fifth floor flat edged blue on the said Plan of the block 37 PILRIG HEIGHTS edged yellow on the said Plan; Together with (One) a pro indiviso share along with the proprietors of the other flats in the said block in and to the Common Parts of the said block; (Two) a pro indiviso share along with the proprietors of the other flats in the Development edged red on the said Plan having a right thereto in and to the Car Parking Facilities and (Three) a pro indiviso share along with the proprietors of the other flats and the houses in the said Development in and to the Mutual Areas; Declaring that the phrases "Common Parts", "Car Parking Facilities" and "Mutual Areas" have the meanings respectively ascribed to them in the Deed of Conditions in Entry 11 of the Burdens Section.
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<b>Notes</b>	1. The minerals within that part tinted pink on the Title Plan are excepted. The conditions under which the minerals are held are set out in the Feu Disposition in Entry 1 of the Burdens Section.
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**MID77905****Section B**  
Proprietorship

JEAN MARIE BRUNO RAJKUMAR 173/1, Leith Walk, Edinburgh.

<b>Entry number</b>	1
<b>Date of registration</b>	13 Jul 2005
<b>Date of Entry</b>	30 Jun 2005
<b>Consideration</b>	£206,500

**Notes**

1. As regards that part tinted yellow on the Title Plan indemnity is excluded in terms of Section 12(2) of the Land Registration (Scotland) Act 1979 in respect that a Disposition to South of Scotland Electricity Board, of 1.04 acres of ground which included the said part tinted yellow was recorded G.R.S. (Midlothian) 1 Oct. 1968 and ranks prior to the Disposition by Brown Brothers & Company to Barratt Homes Limited, registered 29 Aug. 2001, on which the entitlement of the said Barratt Homes Limited was founded.

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# Section C

## Securities

**MID77905**

<b>Entry number</b>	1
<b>Specification</b>	Standard Security by said JEAN MARIE BRUNO RAJKUMAR to HALIFAX plc, a company incorporated under the Companies Acts, (Registered Number 2367076), Registered Office Trinity Road, Halifax, West Yorkshire HX1 2RG.
<b>Date of registration</b>	13 Jul 2005

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## Section D

### Burdens

Number of Burdens: 13

#### Burden 1

Feu Disposition by the North British Railway Company to the Partners and Trustees of the firm of Brown Brothers and Company and their heirs and assignees, recorded G.R.S. (Edinburgh) 16 Jan. 1872, of 2.250 acres of ground comprising that part tinted pink on the Title Plan contains the following burdens which subsist notwithstanding consolidation of the dominium utile interest created by the said Feu Disposition with the immediate superiority thereof viz:

Declaring that as by "The Railways Clauses Consolidation (Scotland) Act 1845" the Mines and Minerals (excepting such parts necessary to be dug or carried away or used for the construction of the Railway works) are excepted out of the subjects of which the subjects hereby disposed form part, the Mines and Minerals in and under the lands hereby disposed are hereby excepted from the foregoing Conveyance;

Provided and declared hereby that our said Disponees and their foresaids and Tenants shall not carry on upon the said lands and others hereby disposed any business, trade manufactory or employment which may be deemed a nuisance but without prejudice nevertheless insofar as we or our successors are concerned to our said Disponees or their foresaids erecting and carrying on Engineering works upon the said Lands and others hereby disposed and it having been agreed between us and our said Disponees that a siding should be constructed by us at the expense of our said Disponees from our Railway up to the southwest boundary of the lands and others hereby conveyed (our said Disponees constructing themselves at their own expense such further continuation of the siding as they may choose to make into the said works) and further declaring that the whole of the said siding shall be worked by our said Disponees and their foresaids at their own expense and in the working thereof they shall be subject to and bound to implement and observe all bylaws rules and regulations now in force and those which we or our foresaids or general manager for the time shall from time to time issue as also Declaring that the said siding so far as upon our ground shall be maintained by us at the expense of the said Andrew Betts Brown and David George Brown as Trustees foresaid and their foresaids and that we shall be the sole judges as to what maintenance it shall from time to time require the said Andrew Betts Brown and David George Brown as Trustees foresaid and their foresaids at their own expense in maintaining the remaining portion of the siding and further providing and declaring that in the event of the said siding being at any time not used by our said Disponees or their foresaids for the space of six months we or our foresaids shall immediately at any time thereafter be at liberty to disconnect the said siding from the Main line and our said Disponees and their foresaids shall be bound within ten days thereafter to uplift and remove the Rails and other materials of the siding failing to be removed which shall be upon our ground and to restore the ground to the same state it was in before the siding was constructed all at their own expense and failing their doing so within said period we or our foresaids shall be entitled to remove the same and restore the ground all at the expense of our said Disponees and their foresaids.

#### Burden 2

Feu Charter containing Feu Disposition by John Mackintosh Balfour Melville to the Partners and Trustees of Brown Brothers and Company and their heirs and assignees, recorded G.R.S. (Edinburgh) 23 Apr. 1889, of that part tinted brown on the Title Plan, contains the following burdens which subsist notwithstanding consolidation of the dominium utile interest created by the said Feu Charter with the immediate superiority thereof viz:

(First) That my said disponees shall enclose the ground hereby feued so far as it adjoins my remaining lands with a neat and substantial paling six feet in height and sufficient to prevent trespass and shall keep the same in good repair in all time thereafter until it is replaced by a stone and lime fence of the like height, which they shall be bound to substitute for the said paling if and when I or my successors shall require them so to do;

(Second) That there shall be no chimney stalk and no manufactory of boilers placed, erected or carried on upon the ground hereby disposed nor anything omitting smoke or disagreeable vapours, noise or smell, or causing a nuisance or annoyance to the neighbourhood;

(Third) That my said disponees shall construct and maintain in good order at all times sufficient drains for carrying away the surface and sewage water from the ground hereby disposed.

### **Burden 3**

Disposition by The Edinburgh and Leith Cemetery Company to the Partners and Trustees of Brown Brothers and Company and their heirs and assignees, recorded G.R.S. (Edinburgh) 12 Dec. 1890, of (1) a strip of ground nine inches in breadth (2) a strip of ground one foot six inches in breadth, which subjects (1) and (2) form part of the subjects edged red on the Title Plan and lie between points A to B and B to C respectively (all arrowed and lettered in blue) on the Title Plan, contains the following declarations:

Declaring that the wall and solum on which it is built to the east and north of said strips of ground are and shall continue to be the sole and exclusive property of the said Edinburgh and Leith Cemetery Company with power to said Cemetery Company to alter or remove the same or any part thereof at pleasure and with right of access to said Cemetery Company to the west and south side of said wall when required for repairing said wall.

### **Burden 4**

Disposition by the Partners and Trustees of the firm of Brown Brothers and Company to the Water of Leith Purification and Sewerage Commissioners and their successors and assignees, recorded G.R.S. (Edinburgh) 9 Sep. 1893, of:

An easment or servitude of wayleave three yards broad the position of which wayleave is delineated by dark blue lines on the Map or Plan annexed and signed by us as relative hereto in and over the lands and heritages in the Parish of Saint Cuthberts and County of Edinburgh forming the subjects or part of the subjects numbered three hundred and forty nine on the Plans and Book of Reference Parish of Saint Cuthberts County of the City of Edinburgh and County of Midlothian deposited with reference to the Water of Leith Purification and Sewerage Act 1889 and extending in length to ninety lineal yards or thereby together with a right of access to the said wayleave through the lands and heritages presently belonging to us on all necessary occasions in the way and manner which shall cause least damage.

Note: The plan above referred to was not produced to the Keeper. The position of the dark blue lines could therefore not be identified.

### **Burden 5**

Disposition by the North British Railway Company to Brown Brothers and Company Limited and its assignees, recorded G.R.S. (Edinburgh) 17 Mar. 1904, of Area of ground comprising that part tinted mauve on the Title Plan, contains the following declaration:

Declaring that our said disponee and its foresaids shall relieve us of any obligation on us to support Broughton Road ex adverso of the said area or piece of ground.

### **Burden 6**

Agreement, dated 19 Aug. 1935, between Brown Brothers and Company Limited ("the First Parties") and Trustees for Pilrig Bowling Club ("the Second Parties") contains agreement between said parties in the following terms:

WHEREAS the First Parties have, by arrangement with the Second Parties, erected a brick mutual boundary wall, one half on the First Parties' property and the other half on the Second Parties' property, dividing the property belonging to the Second Parties on the north west from the property belonging to the First Parties on the south east, both Parties' properties forming parts of the Lands of Pilrig in the City and County of Edinburgh; The said wall shall be maintained by the Parties and their successors in their respective properties mutually in all time coming.

### **Burden 7**

Agreement, dated 10 Aug. 1953, between The British Transport Commission ("the first party") and Brown Brothers and Company Limited ("the second party"), whereas the second party have made application to the first party for the privilege of constructing a subway and relative works in connection therewith (hereinafter referred to as "the subway") below the first party's Edinburgh Leith and Granton Railway Line at Broughton Road Leith for the purpose of affording an access and communication between the properties of the second party which are situated on both sides of the said railway line, contains agreement between said parties in the following terms:

FIRST The subway which shall be used for vehicular and pedestrian access and egress to and from the works and property of the second party situated on both sides of the said railway line shall be constructed by the second party at their own cost and the internal measurements of the said subway shall be Ten feet by Ten feet or thereby;

SECOND The work of construction of the subway shall not be commenced until the written sanction of the Civil Engineer (Scottish Region) of the first party (hereinafter called "the Engineer") has first been obtained to plans drawings sections specifications and schedules relating to said work;

THIRD The said work shall be carried out by the second party at the sight and to the reasonable satisfaction of the said Engineer at such times and under such arrangements as shall be previously approved by him and so as not to cause interruption to the trains or traffic or damage to the first party's works or property;

FOURTH The subway shall as may be determined from time to time by the Engineer be maintained in good order and condition and when necessary renewed by the first party all at the cost and expense of the second party.

FIFTH The second party shall pay to the first party on demand all expenses incurred by the first party in connection with the supervision of the work and the protection of the first party's works and properties while the said work is being carried out as the said costs and expenses shall be certified by the Engineer whose certificate shall be final and conclusive.

SIXTH The second party shall be responsible for and make good any damage to the first party's property or railway or delay to their traffic arising from the construction of or existence of the said subway.

SEVENTH The subway may be from time to time altered or diverted as may be required by the Engineer all at the expense of the second party and any additional expense which the first party may from time to time reasonably incur in widening altering reconstructing and repairing or maintaining their railway or other works by reason of the existence of the subway shall be borne by the second party.

EIGHTH The second party shall be responsible for the maintenance of the road surface drainage and approach ramps with their side walls and any maintenance work shall be carried out to the first party's satisfaction in so far as it affects the subway structure.

NINTH Notwithstanding anything done relating to the subway under the supervision or approval of the Engineer as aforesaid, the second party shall (a) be responsible for all loss or damage to the property of the first party and (b) free and relieve the first party and keep them their agents and servants indemnified against all liability for personal injury, whether fatal or otherwise, loss of or damage to property or any other loss damage or expense, however caused or incurred which but for the construction or existence of the subway would not have arisen.

TENTH This Agreement shall subsist and endure for one year as from Whitsunday Nineteen hundred and fifty three notwithstanding the date hereof and shall continue thereafter from year to year unless terminated by either party who shall give to the other one year's notice at any time of their intention to terminate.

ELEVENTH In consideration of the privilege hereby granted the second party shall pay to the first party the sum of forty pounds per annum payable quarterly in advance at four terms in the year Whitsunday, Lammas, Martinmas and Candlemas termly and proportionally thereafter during the currency of this Agreement with interest at Five per centum per annum on each term's payment during the non-payment thereof.

## Burden 8

Disposition by British Railways Board to Brown Brothers and Company Limited and its successors and assignees, recorded G.R.S. (Midlothian) 18 May 1965, of that part tinted blue on the Title Plan, contains the following burdens:

(One) any servitudes and rights of wayleave for laying and maintaining sewers, drains, pipes, cables, telegraph and telephone poles, wires and stays that may be laid in through and across the said subjects

(Two) our said disponees and their foresaids shall free and relieve us of all claims and liability of every kind arising out of any future interference with the existing sewers, drains, pipes, cables, telegraph and telephone poles, wires and stays in, through and across the said subjects hereby disposed due to their operations in erecting buildings, fences or otherwise

(Three) our said disponees and their foresaids shall before carrying out any operations or commencing the erection of any buildings on the subjects hereby disposed submit to our Estate Surveyor for his approval, plans, sections and detailed drawings showing inter alia the water supply and drainage arrangements connected therewith and shall give effect to any reasonable suggestion made by him in regard to the said plans for the protection of our remaining property

(Four) our said disponees and their foresaids shall erect a fence of a pattern and construction satisfactory to us along the whole boundaries of the subjects hereby disposed so far as these are contiguous with the remaining land belonging to us and shall thereafter uphold and maintain the said fence at the sight and to the satisfaction of and free of expense to us.

## Burden 9

Disposition by The Corporation of the City of Edinburgh to South of Scotland Electricity Board and their successors and assignees, recorded G.R.S. (Midlothian) 1 Oct. 1968, of 1.04 acres of ground of which that part tinted yellow on the Title Plan forms part, contains inter alia the following reservation and burdens:

Reserving to us and our successors as proprietors of the subjects lying to the southeast of the area or piece of ground hereby disposed a servitude right of wayleave to lay, maintain, repair and renew a drain or sewer eighteen inches in diameter with appropriate manholes along a line which includes the point arrowed and lettered G in blue on the said plan;

And also RESERVING to us as sewerage authority for the City of Edinburgh a servitude right of wayleave to maintain, repair and renew: (a) that part within the area or piece of ground hereby disposed of the main sewer laid in virtue of a Disposition by the Edinburgh Street Tramways Company in favour of the Water of Leith Purification and Sewerage Commissioners recorded G.R.S. (Edinburgh) 8 May 1893 and (b) the manhole in the ground forming the subjects (Second) described in the said Disposition; All which servitude rights hereby reserved are so reserved together with all rights of access required by us and our successors in connection with the said servitude rights for the inspection, repair and renewal of the said drains and sewers subject to the provision that we and our successors shall be bound to make good any damage or disturbance caused by the exercise of the said rights and also declaring that the said disponees shall be bound not to place any buildings or erections over the routes of the said drains and sewers and manholes.

Note: A copy of the plan annexed to the abovementioned Disposition in favour of the Water of Leith Purification and Sewerage Commissioners was not submitted to the Keeper, therefore the location of the main sewer and manhole described therein cannot be identified.

## Burden 10

Disposition by Brown Brothers and Co. Limited to Barratt Homes Limited and their assignees and disponees, registered 29 Aug. 2001, of Subjects of which the subjects in this Title form part, contains the following declaration:

Declaring that our said disponee acknowledges that the subjects hereby disposed may have been contaminated in the past by the existence in, on or under the subjects hereby disposed of Hazardous Substances (which for

the purpose of this Disposition means any natural or artificial substance whether in solid or liquid form or in the form of a gas or vapour which alone or in combination with one or more others is any one or more of the following: waste, hazardous, volatile, toxic, radio-active, carcinogenic, corrosive, explosive, capable of polluting or contaminating land, water or air, capable of causing harm to human health or any living organism or its ecosystem or (without limitation) capable of causing a nuisance); that it has had full opportunity to inspect and survey the subjects hereby disposed and carry out investigations thereon as our said disponee at its discretion see fit; that it relies at its own risk on the contents of any reports, plans and other written matters and recorded information, either disclosed to it and/or orally communicated to it by us or our agents, whether as to the condition of the subjects hereby disposed or as to the nature and effect of any Hazardous Substances or any remedial works required to the subjects hereby disposed, and that no warranty is given and/or representation made by us in respect thereof; that our said disponee has satisfied itself as to the condition of the subjects hereby disposed; and that the purchase price specified herein takes account of the condition of the subjects hereby disposed.

## **Burden 11**

Deed of Conditions, registered 7 Apr. 2003, by Barratt Homes Limited, Proprietor of area of ground comprising the subjects edged red on the Title Plan (hereinafter referred to as "the Whole Area"), sets forth and declares burdens &c., in the following terms:

1. In this Deed, unless the context otherwise requires, the following expressions shall have the meanings respectively assigned to them, namely:-

"Block" means a building containing Flats.

"Common Parts" in relation to a Block means (i) the solum, foundations including where appropriate the structure of the underground car park, outside, gables, roof, attics or lofts (if any) and any chimney vents and stalks of the Block and any division walls between any dwellinghouse and any of the other Common Parts, (ii) the Plot upon which the Block is erected so far as not occupied by the solum of the Block or by any Garage, (iii) the drains, soil and rainwater pipes, water supply pipes, tank, cisterns, rhones, gutters, conductors, gas and electric mains, and all pipes, cables, wires and transmitters and connections so far as used in common by the Proprietors of more than one dwellinghouse in the Block, (iv) the entrance vestibule and any elevators and relative machinery and the stairs, landings, stair railings and the walls and ceilings enclosing the same and any bins stores or areas used exclusively by the Proprietors of a Block; and (v) the whole parts and pertinents, fixtures and fittings of or in connection with a Block which are used in common by the Proprietors thereof;

"Factor" means such Firm, Company or individual as may be appointed from time to time in accordance with the provisions hereof;

"Flat" means a flatted dwelling whether in a Block or self-contained;

"House" means a detached, terraced or semi-detached dwellinghouse situated on a Plot owned exclusively by the Proprietors thereof;

"Plot" means a plot of ground on which a House or a Block is erected and any curtilage or garden ground appertaining thereto;

"Proprietor means the owner for the time being of any House or Flat and, where two or more persons own the same, includes both or all of them and any obligations hereby imposed on them shall bind them jointly and severally;

"Residents Association" means the body constituted in accordance with the provisions hereof;

"Whole Area" means the subjects edged red on the Title Plan;

"Car Parking Facilities" means the car-park and parking spaces used in common and not allocated exclusively to any Proprietors situated within the Whole Area, including the car-park and parking spaces under the Whole Area, the entrance thereto, the supports and the stairs, landings, stair railings, and the walls and ceilings

enclosing same, any elevators serving the underground car park and relative machinery and all other apparatus pertaining to the underground car park;

"Mutual Areas" means those parts of the Whole Area to which all Proprietors shall have a right in common in terms of the title deeds (excluding the Common Parts of a Block) and shall include the entrance road, the footpavement, the internal private road and the other hard standing areas; the landscaped or amenity areas or play areas; the entrance pend or pends and the walls and ceiling of such pends; the bin stores or bin areas and the refuse bins provided thereon so far as mutual; the concierge's office; the drains, sewers, pipes, cables and connectors which are of common services; and the walls, fences and other boundary enclosures of the Whole Areas so far as we have right thereto; and the whole other parts which are common to the Whole Areas;

References to the male shall include the female, and to the singular shall include the plural, and vice versa.

2 So far as regards each Flat and the Plot on which the Block containing it has been erected by us:-

(1) Each Proprietor of a Flat shall have an equal pro indiviso right of property in common with the other Proprietors of Flats in the same Block to the Common Parts of the said Block

(2) Each Flat shall be held by the Proprietor thereof in all time coming under the obligation jointly with the other Proprietors of Flats in the same Block of upholding and maintaining in good order and repair and from time to time when necessary renewing and restoring the Common Parts of the said Block and of cleaning, repainting and decorating the said Common Parts. All expenses and charges incurred under the foregoing obligation and of any other work done or services rendered in respect of the said common Parts shall be payable by the whole Proprietors of Flats in the same Block in equal proportions.

(3) Each Proprietor of a Flat who has a right in common to the Car Parking Facilities will be jointly responsible for the maintenance, repair and renewal thereof. All expenses and charges incurred under the foregoing obligation and of any other work done or services rendered in respect of the said Car Parking Facilities shall be payable by the whole Proprietors thereof in equal proportions.

(4) Each Proprietor of a Flat shall maintain and when necessary renew the same and the fittings therein, the window frames and glass in the windows thereof and any stairs and stairway exclusively serving the same in a good state of repair and decoration and shall take all appropriate steps to prevent damage to the fabric of the Block of which the Flat forms part, and in particular by control of vermin and immediate treatment of any wood rot or infestation in the floors, skirting boards, joists, doors, walls, ceilings, mouldings and others and by the repair of any damage to the water supply pipes soil and water pipes and gas or electric cables, pipes or appliances within his own Flat and in the event of failure by any Proprietor to take timeous and adequate measures to prevent or repair such damage he shall be liable for any additional damage to other parts of the Block arising from such failure.

(5) The Proprietors in each Block shall be bound to adhere to a common colour scheme in respect of the exterior parts of the Block and the Flats therein and the Common Parts thereof, and which common colour scheme shall, if departing from the then existing colour scheme require the approval of a majority of the Proprietors in the Block. In the event of any disagreement amongst the Proprietors as to the colour of the exterior parts of the block or any part thereof, the Proprietors or any of them shall submit the matter to the Factor whose decision shall be final and binding on all Proprietors.

(6) The Plot on which a Block is erected shall, so far as not occupied by the Block or access areas, forecourts, roadway or footpaths, be kept and used as ornamental or garden ground and for no other purpose. No fences, division walls or any form of trellis or draught boarding or screening shall be erected thereon and no vehicles of any kind shall be left parked thereon. No clothes poles or clothes lines shall be erected on any part thereof nor shall clothes or clothes lines be attached to or suspended from any part of the exterior walls or downpipes and no garbage cans, ash buckets, or any other refuse receptacles shall be left or deposited other than in the bin stores or bin areas provided for that purpose.

(7) The Proprietors are prohibited from storing bicycles within any of the internal Common Parts other than in any store provided for that purpose.

3. So far as regards the Whole Area and all Houses and Flats therein:-

(1) Each House and Flat shall be used solely as a private dwellinghouse and for no other purpose whatever and none of the Houses or Flats shall ever in any way be sub-divided or occupied by more than one family at a time. Any garage pertaining to a House or Flat shall be used only as a private garage for the sole use of a Proprietor or occupant of his House or Flat and shall not be let separately therefrom nor used for any commercial or trading purpose.

(2) The Proprietors and parties occupying any of the Houses or Flats are hereby expressly prohibited from carrying on therein or in any other part of the Whole Area any trade, business, manufactory or profession, or from using them or any of them or causing them or any of them to be used for any purpose, which might reasonably be deemed a nuisance and that whether or not such trade, business or profession is incidental to the ordinary residential use thereof and notwithstanding any rule of law to the contrary, and no board, card, plates or advertising notice of any kind (other than in respect of the occasional selling or leasing of the Property) shall be placed in the Houses or Flats or any of the Blocks and the Proprietors shall not be entitled to erect and are prohibited from erecting any television or radio antennae or satellite dish or similar apparatus or have the same attached to or suspended from the roof of any Block.

(3) Nothing may be done on any part of the Whole Area or in any building or erection thereon that may reasonably be deemed a nuisance or likely to occasion disturbance to other Proprietors or parts of the Whole Area or proprietors of subjects adjoining the Whole Area or their tenants or assignees.

(4) No Proprietor of any House or Flat shall permit any trailer, boat, caravan or commercial vehicle (other than the normal tradesmen's delivery vans or removal contractors' vehicles) to enter or remain within the Whole Area.

(5) Every Proprietor and his tenants and occupiers are hereby expressly prohibited from keeping in a Plot poultry, ducks, pigeons, rabbits, bees or other livestock or form breeding animals and shall not be entitled to keep more than one dog or one cat and that only provided that such animal shall be properly looked after and shall not prove to be a nuisance to other Proprietors; and it is hereby expressly provided that any dog permitted by these presents shall be kept under control within the Whole Area and shall at no time be allowed to run unfettered within the same or to foul the same.

(5) No trees, hedgerows or shrubs on or overhanging any part of the Whole Area shall be cut down, lopped, damaged or removed from any part thereof, unless they have become dangerous or overgrown.

(6) There shall be reserved to the Local or any other Authority or persons from time to time undertaking the clearance of snow, slush, ice or the like from the roadways and others within the Whole Area the right at any time without notice to deposit such snow, slush, ice or the like on those parts of any Plot which we may designate as or which may form a service strip (which shall be clearly marked on the title plan of each Plot), together also with all necessary rights of access to the service strip for this purpose; there is also reserved to the Local Authority or persons from time to time undertaking the maintenance of the kerbing along the boundary of any road or street or path in the Whole Area a right of access to the service strips at all times and without notice for the purpose of maintaining, repairing, renewing or replacing said kerbing; there is also reserved in favour of the Local and Public Authorities, Statutory Undertakers, British Telecommunications plc, BG plc, and the like a right to lay in or under the service strips or any part thereof all sewers, surface water and other drains, pipes, water mains, cables, ducts and other apparatus which they in their absolute discretion may deem necessary as also the right in all time coming to maintain, repair or renew all such sewers, surface water and other drains, water mains, cables, ducts and other apparatus which have already been laid in or under the service strip and together also with all necessary rights of access to the service strips at all times and without notice for the foregoing purposes; declaring that all rights affecting the service strips reserved by these presents or otherwise shall be exercised by those entitled so to do without prejudice to their whole statutory rights and powers which shall not be in any way, manner or any degree be qualified or restricted and without liability on our part; and where a service strip forms part of any Plot the Proprietors thereof shall be prohibited from erecting any building or structure including any fences or walls within the service strip or from planting or allowing to be planted or allowing to grow any bushes, shrubs, or other plants except grass but declaring that the Proprietor or any Plot with a service strip forming part thereof shall be bound and obliged to keep the same in a neat and tidy condition now and in all time to come.

(7) Any alterations or additions made on or to any of the Houses or any of the Blocks or any Flat therein shall conform in all respects to any Local Authority, Town and Country Planning or other relevant statutes and regulations in that behalf and without prejudice to the foregoing generality, shall comply with the terms of the Detailed Planning Permission (or any variation or variations thereof) obtained or implemented by us for the development of the Whole Area and all conditions and restrictions therein. All gas or electric installations shall comply with the requirements of the relevant statutory undertaker.

4. Fences or walls so far as forming divisions between adjoining Plots shall be erected as to one half of their width on each of such adjoining Plots and shall thereafter except as aftermentioned be maintained and kept in good order and repair by the adjoining Proprietors in all time coming, declaring that no Proprietors shall ever have a claim against us in respect of maintenance of such wall restoration or re-erection of any such fences or walls. Where part of a boundary is formed by a wall of a Garage and there and there is no adjoining garage on the adjacent Plot, the maintenance shall be the sole responsibility of the owner of the Garage. No alterations shall be made on boundary fences or walls without the prior written consent of all parties having an interest therein.

5. All necessary roadways and footpaths serving the Whole Area and all sewers, drains, pipes, cables and other transmitters and connections shall be constructed by us but once so constructed (a) the Proprietors shall be bound and obliged to maintain unbuilt on and in good order and repair such roadways and footpaths until the same or any of them are taken over for maintenance by any public authority, in any application for which the said Proprietor or Proprietors shall be bound to concur, and (b) the Proprietor or Proprietors of a Plot shall be bound and obliged to maintain and repair such sewers, drains, pipes, cables and other transmitters and connections so far as the same do not become the responsibility of any public authority, the expense thereof being borne equally by the Proprietor or Proprietors of the property served thereby, and where any of such sewers or others passes through another Plot or other Plots, the Plot or Plots through which the same passes shall be subject to a servitude right of wayleave for the same in favour of the Plots served thereby. Where any parts of the Whole Area (including parts of individual Plots) are designed by us or by the Local Roads Authority as "sight lines" or "visibility splays", no trees, shrubs or other plants shall be permitted thereon, nor shall any walls, fences or other boundaries or other erections of any nature be erected thereon unless the height thereof is below the maximum height permitted from time to time by the said Roads Authority in their regulations governing visibility splays and sight lines; the said visibility splays or sight lines will be clearly marked on the plans annexed to the title deeds of each Plot affected thereby.

6. The Mutual Areas shall be formed by us in the first instance and once so formed, shall remain open and unbuilt upon in all time coming, each and every House or Flat being held under burden of the Proprietors thereof maintaining the Mutual Areas in neat and tidy condition in all time coming the expenses thereof being borne equally by all the Proprietors situated within the Whole Area unless and until the Mutual Areas or any part of them are conveyed to or are taken over by any public authority for maintenance; declaring that (a) we shall be under no obligation to convey the Mutual Areas or any part thereof to any public authority for maintenance if that public authority is seeking payment of a capital sum as a condition of such conveyance; and (b) no Proprietor shall ever have a claim against us in respect of the maintenance of the Mutual Areas or of any boundary walls or other boundaries of the Whole Area. Where the Proprietors of two or more Flats or Houses have a common right of property in any subjects each Proprietor shall be bound to uphold and maintain in good order and repair in all time coming (and in the event of damage or destruction, restore or renew) the said subjects paying one share of the cost of so doing for each Flat or House owned by him.

7. (a) There are reserved to those Proprietors of Houses and Flats erected on the Whole Area having right thereto or served thereby power to use all rights of way, lands and other drains, pipes, cables, services and servitudes with power and liberty to make connections or to grant to the Proprietors of any Plot, local authority or statutory undertaker power and liberty to lay or to make connections with drains, sewers, electric, telephone or television cables, gas and water mains together with all necessary rights of access for the purpose of inspection, repair or renewal thereof subject always to an obligation to restore the surface of the ground damaged thereby.

(b) There are reserved to us (one) all rights of access which may be necessary to complete building and other work and also to plant any trees or shrubs which may form part of the Mutual Areas; and (two) power to grant rights of access and egress and other servitudes or wayleaves over any of the roads or footpaths or parts held in common by the Proprietors of any of them.

(c) Where a Proprietor is entitled or obliged to maintain any part whether solely or in common with others he and his duly authorised tradesmen and others shall have all necessary rights of access whenever reasonably required for the purpose of inspecting, maintaining and renewing the same, subject always to making good damage caused thereby.

(d) Where a House is constructed in such a way that it is keyed into and/or derives support from or give support to an adjoining House, the same shall enjoy or be subject to all necessary servitude rights in this respect and the Proprietor of the dominant tenement shall have all necessary rights of access for inspection, maintenance, repair and renewal of any linked or keyed in part of a House over the adjoining Plot But subject always to payment for all surface damage thereby occasioned; and whereas as a consequence of Houses being linked in such fashion or where as a consequence of Houses being linked in such fashion or where as a consequence of the eaves of one House overhanging and adjoining Plot it is necessary or desirable that the surface of rainwater or other drainage be routed onto an adjoining Plot the adjoining Plot shall be subject to a servitude right of drainage in that connection but the proprietor of the dominant tenement shall be fully responsible for the maintenance, repair and renewal of the gutters, pipes and others used in that respect and shall have a right of access, over the adjoining Plot for said purposes but subject to payment for all surface damage occasioned.

8. The Factor shall keep the Whole Area (including the Blocks and Houses thereon) and all plant, equipment, furniture and furnishings forming part of the Mutual Access, Car Parking Facilities, and the Common Parts constantly insured against damage or destruction by fire and all other risks normally covered by comprehensive insurance for the full reinstatement value. The amount for which such insurance is effected shall be determined from time to time by the Factor with the benefit of such professional advice as he deems in prudent to seek. The insurance shall be effected by way of a common insurance policy or policies in the name of the Factor for behoof of the whole Proprietors and, if requested, the holders of heritable and irredeemable securities over individual Flats and Houses. In the event of damage to or destruction of the Whole Area or any part thereof the proceeds of a claim or claims under the said common policy or policies or any of them shall be held in trust by the Factor and shall be used and applied at the sight of the Factor in or towards the reconstruction, rebuilding or repair of the Whole Area of such parts. The Factor shall also effect an insurance for the Whole Area by a common policy in the name of the Factor for behoof of the whole Proprietors and, if requested, the holders of heritable securities over individual Flats and Houses against Property Owners' Liability arising from ownership thereof, the indemnity for which shall not be less than One Million Pounds Sterling in respect of any one claim. In the event that the appointment of the Factor is terminated, and no Factor is appointed in his place, the Proprietors shall be bound to insure the Whole Area against loss by fire and other normal risks and perils (including without prejudice to the foregoing generality damage caused by flooding or escape of water) with some responsible Insurance Company of good standing to the extent of the full replacement value and to produce to us from time to time when required, the Policies of Insurance and termly receipts for payment of the premium and in the event of any of the Whole Area or any part thereof being destroyed or damaged by fire or otherwise; the Proprietors shall be bound to restore the same within one year after such destruction or damage to the value thereof immediately prior to such destruction or damage and the whole sums to be received from the Insurance Company shall be expended in re-erecting the said Whole Area and repairing the damage done by such fire or other damage and the said buildings shall be re-erected or restored so as to be in all respects consistent with the conditions herein specified.

9. Whereas we consider it appropriate that a Residents Association be formed in the interests of all of the Proprietors to preserve the character and amenity of the Whole Area and to ensure that the obligations incumbent upon each of the individual Proprietors are implemented and the rights of each of the individual Proprietors preserved Therefore it is hereby provided as follows, videlicet:-

(1) The Residents Association shall comprise all of the Proprietors within the Whole Area and membership shall be compulsory for all Proprietors;

(2) Subject as aftermentioned the Residents Association shall have power to deal with all matters of common interest affecting all of the Proprietors within the Whole Area including without prejudice to said generality the power to issue instructions to the Factor with regard to management, maintenance, repair, renewal and improvement of the Whole Area including the Mutual Areas, Car Parking Facilities and the Common Parts, to delegate to the Factor all rights and powers exercisable by a majority vote of Proprietors present at any meeting of the Residents Association properly convened, to make regulations or bye-laws considered necessary for the proper administration of the Whole Area including the Mutual Areas, Car Parking Facilities and the Common Parts or any part thereof and to amend or revoke any such regulations or bye-laws, and generally to carry out the duties imposed on the Residents Association and the Proprietors by these present;

(3) Where more than one person is included within the term "the Proprietor" each such person shall be entitled to be a member of the Residents Association but only one vote for each Flat or House is permitted. Where the term "the Proprietor" refers to a firm corporation or company only one representative from that firm, corporation or company shall be entitled to attend and vote at a Residents Association meeting;

(4) Any one-third or more Proprietors (or such other greater number as may be agreed from time to time by the Residents Association) present in person or represented by a mandatory at a any meeting of the Residents Association properly convened shall form a quorum;

(5) A meeting of the Residents Association ("the Annual General Meeting") may be convened by the Factor to be held upon a reasonably convenient date in each year. The business of the Annual General Meeting shall include (a) a report by the Factor upon the statement of common charges prepared in respect of the immediately preceding year; (b) the election of a Committee of Management which shall comprise, elected from among the Proprietors, a Chairman, a Vice Chairman and a Committee of not less than three nor more than six further members (or such other greater number as may be agreed from time to time by the Residents Association); (c) the constitution of such sub-committees, if any, as may be thought desirable by the Proprietors present at the Annual General Meeting; (d) the re-appointment of the Factor or the appointment of a new Factor; and (e) the consideration of the Factor's estimate as to the likely expenditure and requirement for common charges in the following year;

(6) A meeting shall be deemed to be properly convened if notice of the time, place and date thereof shall have been given in writing to each Proprietor at that Proprietor's Flat or House not less than (in the case of an Annual General Meeting or an Extraordinary General Meeting) twenty-one clear days prior to the date of the proposed meeting or (in the case of any other meeting) not less than seven clear days prior to the date of the proposed meeting;

(7) An Extraordinary General Meeting may be called upon the requisition of not less than six Proprietors;

(8) All matters shall be determined, where necessary, by a majority of votes of Proprietors present or represented by a mandatory provided always (A) that it shall not be competent for the Residents Association to issue any instruction, or to adopt any rule, regulation or bye law which is inconsistent with or contrary to the provisions of this Deed or which is contrary to law; (B) that it shall not be competent for the Residents Association to remove the Factor (without our prior consent) earlier than the First Annual General Meeting of the Residents Association occurring three years after the date of completion of the last Flat or House and (C) for so long as any of the Flats or Houses remain unsold by us or our successors shall have the sole right to appoint and remove the Factor provided further that for so long as any of the Flat or Houses remain unsold by us or our successors and we and our successors remain proprietors of any of the Flats or Houses it shall not be competent to the Residents Association (A) to issue any instruction or to adopt any rule, regulation or bye law which we or our foresaids consider unnecessary or undesirable; or (B) to prevent the carrying out or works on the Mutual Areas, Car Parking Facilities or Common Parts or any part thereof which we or our foresaids consider necessary; The Factor shall, unless otherwise determined at any meeting of the Residents Association duly convened as aforesaid during the continuance of his appointment have the power to order to be executed all works of inspection, maintenance, repair or renewal, decoration or the like to the Whole Area including the Mutual Areas, Car Parking Facilities or Common Parts or any parts thereof, to employ cleaners, caretakers, concierge staff, gardeners and such other tradesman as the Factor may deem necessary, to pay insurance premiums, charges for maintenance contracts, to make regulations or bye-laws considered necessary for the proper administration of the Whole Area including the Mutual Areas, Car Parking Facilities and the Common Parts or any part thereof and to amend or revoke any such regulations or bye-laws, to determine and collect the common charges, and to ingather from each Proprietor that Proprietor's share of common charges incurred for any work undertaken or services provided in terms of or in furtherance of these presents, and the remuneration of such Factor payable by the Residents Association shall be such sum as may be agreed by the Residents Association but in any event not less than that laid down from time to time by the Royal Institution of Chartered Surveyors in Scotland; Declaring that (a) the Factor shall be entitled (but shall not be bound) to recover from each Proprietor at the commencement of his appointment, or on the date on which a Proprietor takes entry to his Flat or House, whichever is the later, such reasonable sum as the Factor may determine from time to time (but being not less than Three Hundred and Fifty Pounds (£350.00) Sterling) to establish a common fund or float to meet the initial and on going costs of maintenance; no interest shall be payable to the Proprietors in respect of their contribution to the float but interest earned thereon shall be credited to the development account to be maintained by the Factor; whenever a Proprietor sells or otherwise disposes of his Flat or House, he shall not be entitled to recover his contribution to the float from the Factor but rather shall require to recover it from his

successor as proprietor of the Flat or House; (b) the Factor shall have power to sue for recovery of common charges and remuneration in his own name; (c) for so long as any of the Flats or Houses remain unsold by us or our successors the share of common charges payable in respect of each of such Flats or Houses shall be payable by us or our successors, and (d) common charges and remuneration determined as aforesaid shall be paid to the Factor quarterly at such time as the Factor may decide and in the event of any Proprietors not making payment within one month of the rendering of the Factors account that Proprietor shall be liable to pay in addition to the Factor interest at the rate of Two and one-half per centum per month; PROVIDED THAT in the event of the Factor being unable for any reason whatsoever to recover from any Proprietor the share of common charges properly payable by that Proprietor in terms hereof the same shall fall to be paid by remaining Proprietors in the development.

10. There is hereby conferred on the Proprietor of each House or Flat a jus quaesitum tertio for enforcement of the provisions of these presents in a question with any other Proprietor insofar as he shall from time to time have an interest to enforce the same.

Note: If there is, in relation to the subjects in this Title, any visibility splay or sight line as specified in the above Deed of Conditions it will be shown by a red hatch on the Title Plan.

## Burden 12

Disposition by Barratt Homes Limited to SP Distribution Limited and their successors and assignees (all hereinafter referred to as "SP Distribution"), registered 11 Apr. 2003, of subjects edged brown on the Title Plan ("the substation site"), together with (One) a servitude or right of access to and egress from the substation site hereby disposed for pedestrian and vehicular traffic across the access route leading thereto tinted yellow on the Supplementary Plan to the Title Plan;

(Two) a servitude or right of wayleave to lay, use, inspect, maintain, repair, remove, renew, replace and/or enlarge in, through and over those areas of ground approximately indicated by the broken red lines on the said Supplementary Plan (hereinafter referred to as "the cable route") all cables, pipes, drains and other underground works required by SP Distribution in the exercise of their functions as statutory electricity undertakers, with right to take all necessary access to the said cables, pipes, drains and other underground works over and through the adjoining ground belonging to us and our successors in title for all necessary purposes and on all necessary occasions, all within the provisions of the Electricity Act 1989, or any such statutory modifications, amendments or re-enactment thereof and in accordance with the regulations made thereunder for the time being in force; and (Three) a right of access for the purpose of erecting, inspecting, maintaining, repairing and renewing the sub-station, the substation site and its enclosure (if any) erected or to be erected on the subjects hereby disposed, contains the following burdens:

(First) the subjects hereby disposed shall be used for the purpose of the erection and operation of a standard outdoor electricity sub-station and ancillary equipment only. The substation site shall be enclosed within a glass reinforced plastic type enclosure, the maintenance of which will be the sole responsibility of SP Distribution;

(Second) SP Distribution shall make good or pay reasonable compensation to us, the said Barratt Homes Limited for any damage caused by them to the surface of the said adjoining ground in erecting the said sub-station and its enclosure (if any) and in laying the underground cables, pipes, drains and other underground works and in carrying out any maintenance or other works connected therewith; Declaring that we bind ourselves and our successors as proprietors of the said adjoining ground not to (One) erect any building or other erection or plant, grow, cultivate or permit to grow any trees, shrubs, bushes or other plants or vegetation (i) over the cable route or within a lateral distance of Two metres measuring from the centre line thereof; or (ii) which are otherwise likely to adversely affect the said cables, pipes, drains and other underground works or SP Distribution's access thereto and to the said sub-station and the sub-station site without the prior written consent of SP Distribution, which consent shall not be unreasonably withheld and SP Distribution shall be entitled to lop, cut or remove the whole or any part of any such trees, shrubs, bushes, other plants and vegetation or remove any building obstructing or causing interference or likely to obstruct or cause interference or likely to obstruct or cause interference to the said cables, pipes, drains and other underground works, the sub-station, substation site and its enclosure (if any) all without any liability and damages attaching to SP Distribution; and

(Two) alter the existing ground levels along the cable route or to obstruct in any way SP Distribution's access to the electricity lines without the prior written consent of SP Distribution which consent shall not be unreasonably

withheld or delayed; Further declaring that any dispute or difference between the parties hereto under these presents shall, failing agreement, be referred for the decision of a single Arbiter mutually appointed or, failing agreement, to be appointed by the President for the time being of the Law Society of Scotland.

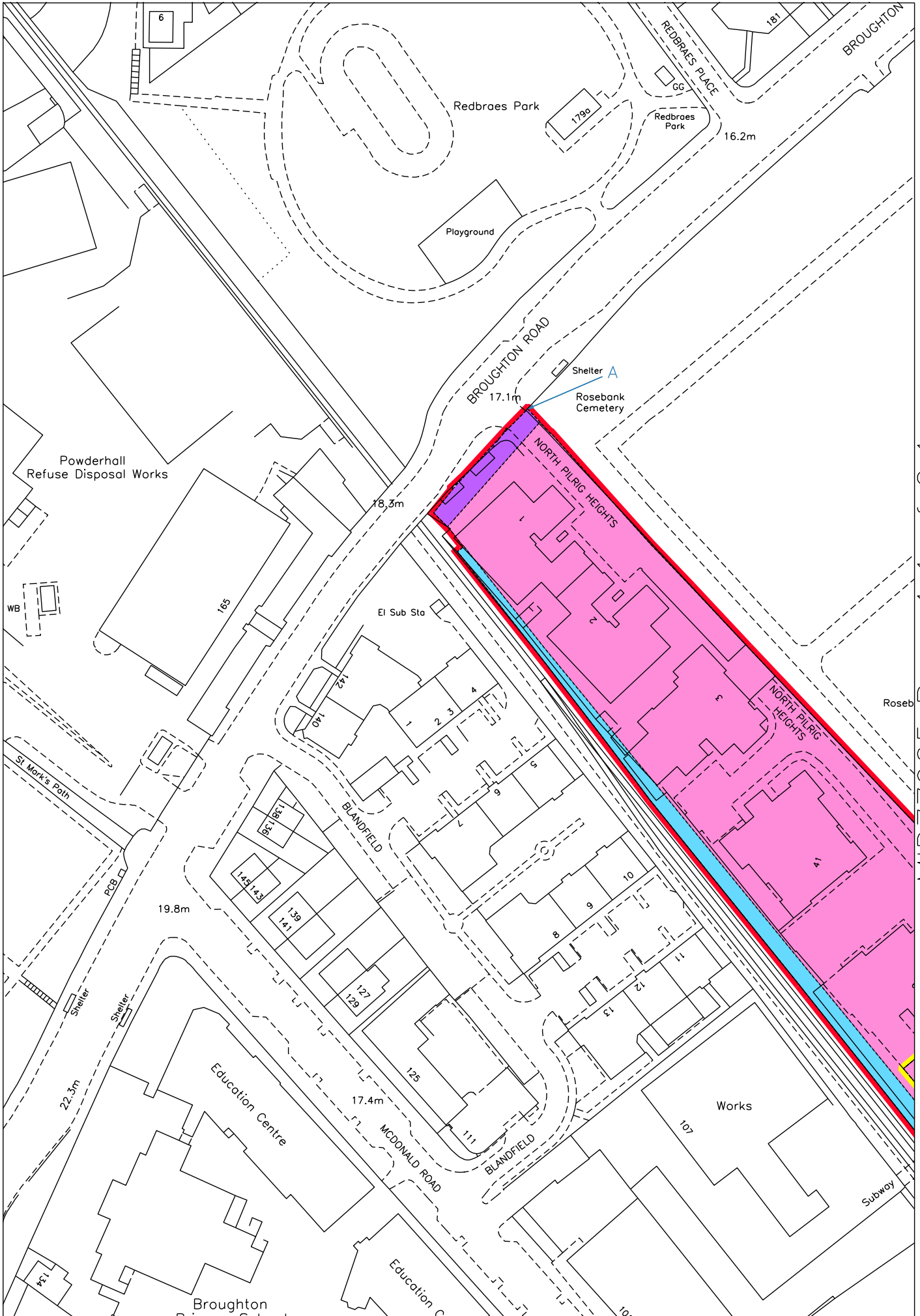
Note: The said Supplementary Plan is a copy of the deed plan annexed to the above Disposition.

## **Burden 13**

Notice of Potential Liability for Costs in terms of section 12 of the Tenements (Scotland) Act 2004 by Life Property Management Limited, Regent Court, 70 West Regent Street, Glasgow, G2 2QZ registered under the Companies Acts with registered number SC253896 as Factors of the block 37 Pilrig Heights, Edinburgh in respect of costs relating to maintenance or work described therein as General repairs and factoring services £493.47 together with any additional sums which fall due in respect of the subjects in this title dated 16 January 2018, registered 17 January 2018.

This is a Copy which reflects the position at the date the Title Sheet was last updated.

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LAND REGISTER  
OF SCOTLAND

Officer's ID / Date

2849  
1/9/2009

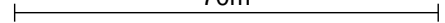
TITLE NUMBER

**MID77905**



ORDNANCE SURVEY  
NATIONAL GRID REFERENCE

70m

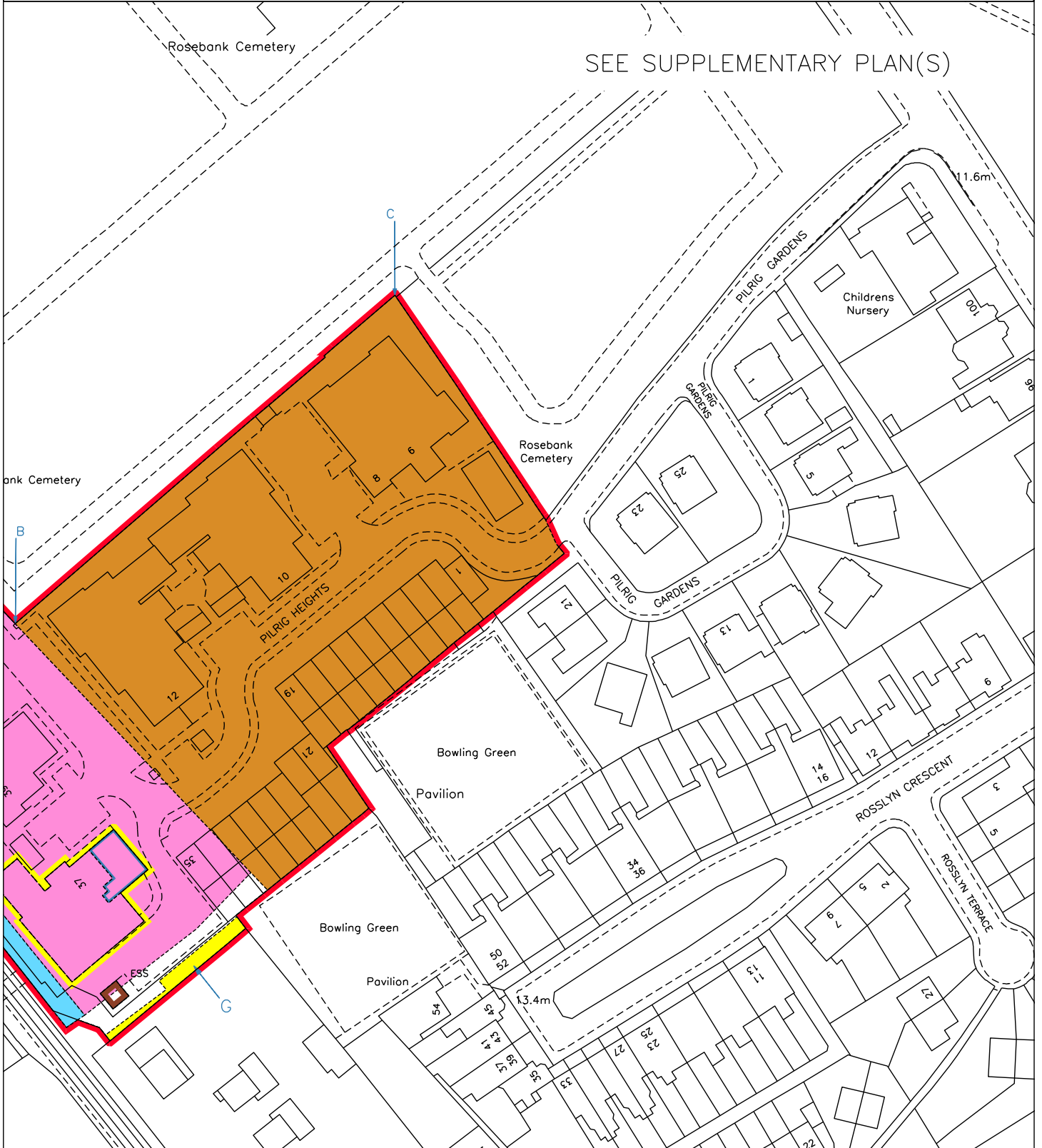




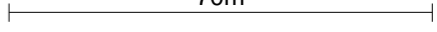
NT2575SE NT2675SW NT2575NE NT2675NW

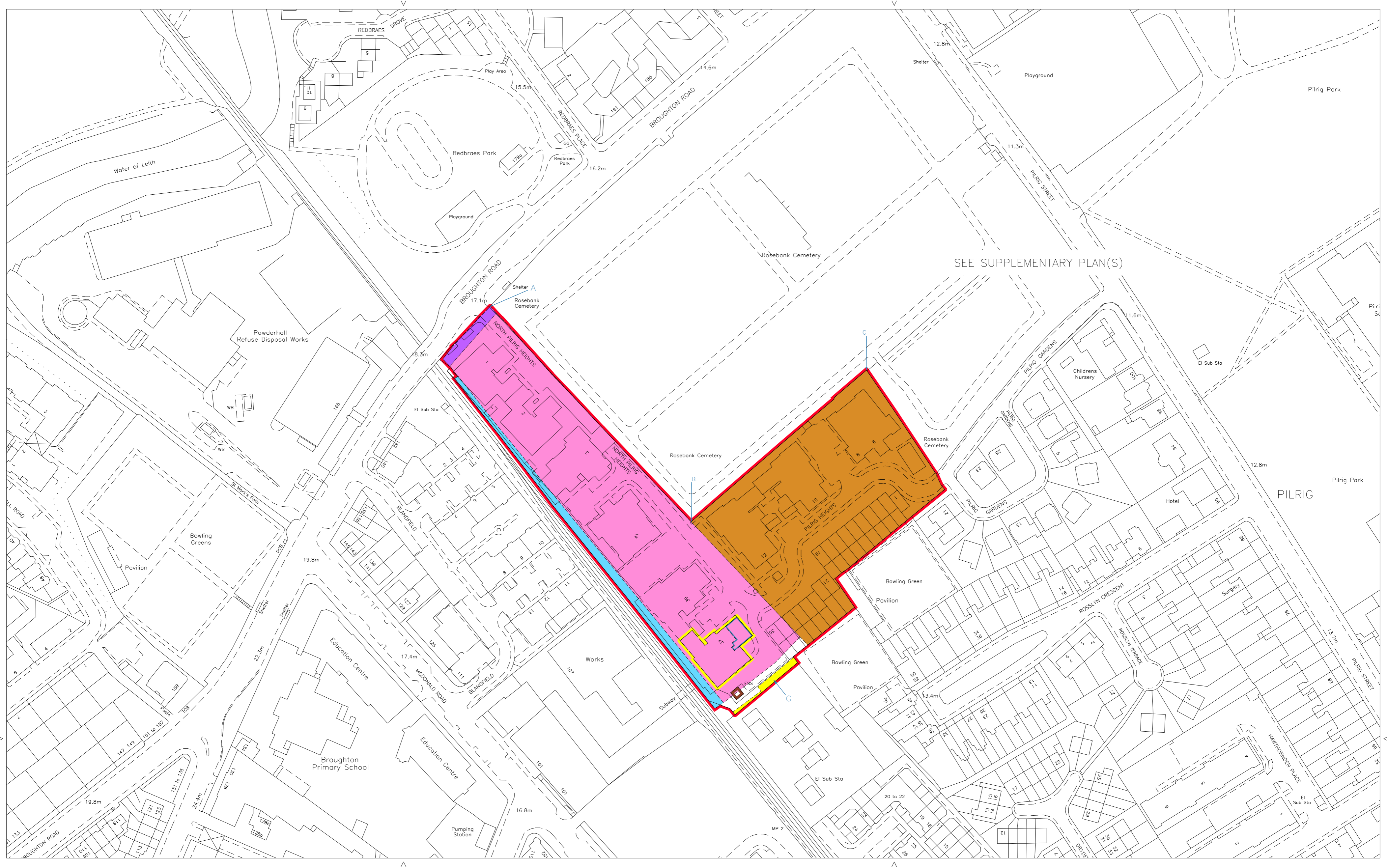
Survey Scale

1/1250

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 <b>LAND REGISTER OF SCOTLAND</b>	Officer's ID / Date	TITLE NUMBER
	2849 1/9/2009	<b>MID77905</b>
	ORDNANCE SURVEY NATIONAL GRID REFERENCE	70m 
	NT2575SE NT2675SW NT2575NE NT2675NW	Survey Scale 1/1250
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LAND REGISTER  
OF SCOTLAND

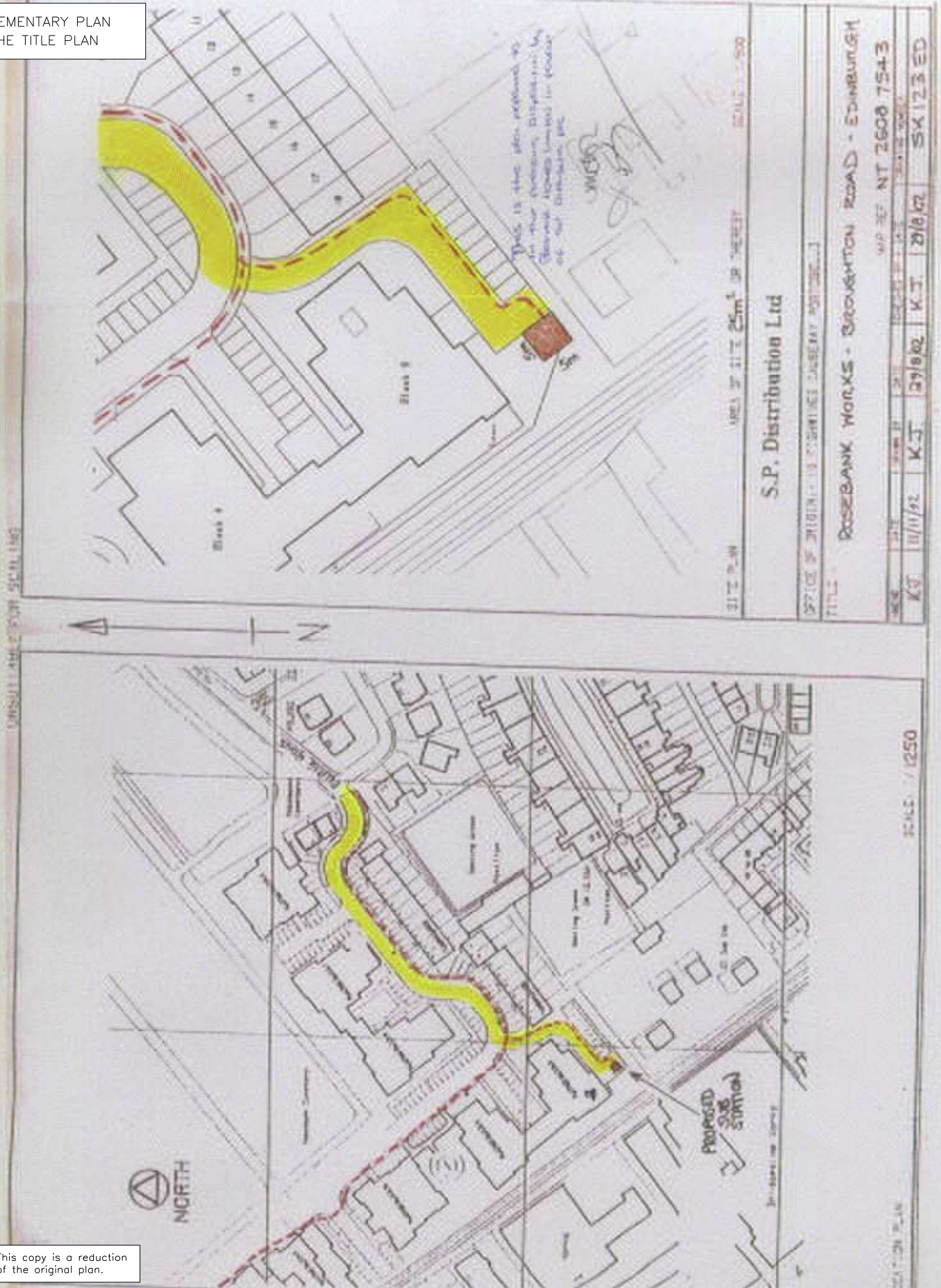
Officer's ID/Date

2849  
1/9/2009

Title Number

MID77905

SUPPLEMENTARY PLAN  
TO THE TITLE PLAN



NOTE: This copy is a reduction of the original plan.

**ARTICLES OF ROUP**

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

being the subjects forming

(hereinafter referred to as "the Lot");

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

JEAN MARIE BRUNO RAJKUMAR , residing at 67 Loretto Gardens, Harrow HA3 9LY (hereinafter called "the Seller")

and that within the

5 South Charlotte Street, Edinburgh EH2 4AN upon

Two Thousand and

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

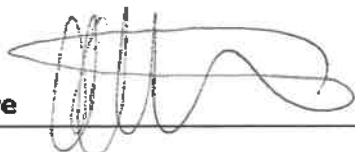
or such other date as may be agreed between the Seller and the Purchaser when the balance of the purchase price shall be paid notwithstanding that a Disposition or Assignment is not available for delivery to the Purchaser in exchange for the purchase price. By accepting payment the Seller will come under 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 McEwan Fraser Legal, 130 East Claremont Street, Edinburgh EH7 4LB

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

5. 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 ONE THOUSAND SEVEN HUNDRED AND NINETY FIVE POUNDS (£1,795) STERLING and any Value Added Tax payable thereon 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.

**Solicitors  
Firm's Signature**



**Adhibited by**

Artur Lasisz, Partner  
McEwan Fraser Legal  
130 East Claremont Street  
Edinburgh  
EH7 4LB

**Witness**



**Full Name Chloe Christine Anne Shaw**

**Address 130 East Claremont Street,  
Edinburgh EH7 4LB**