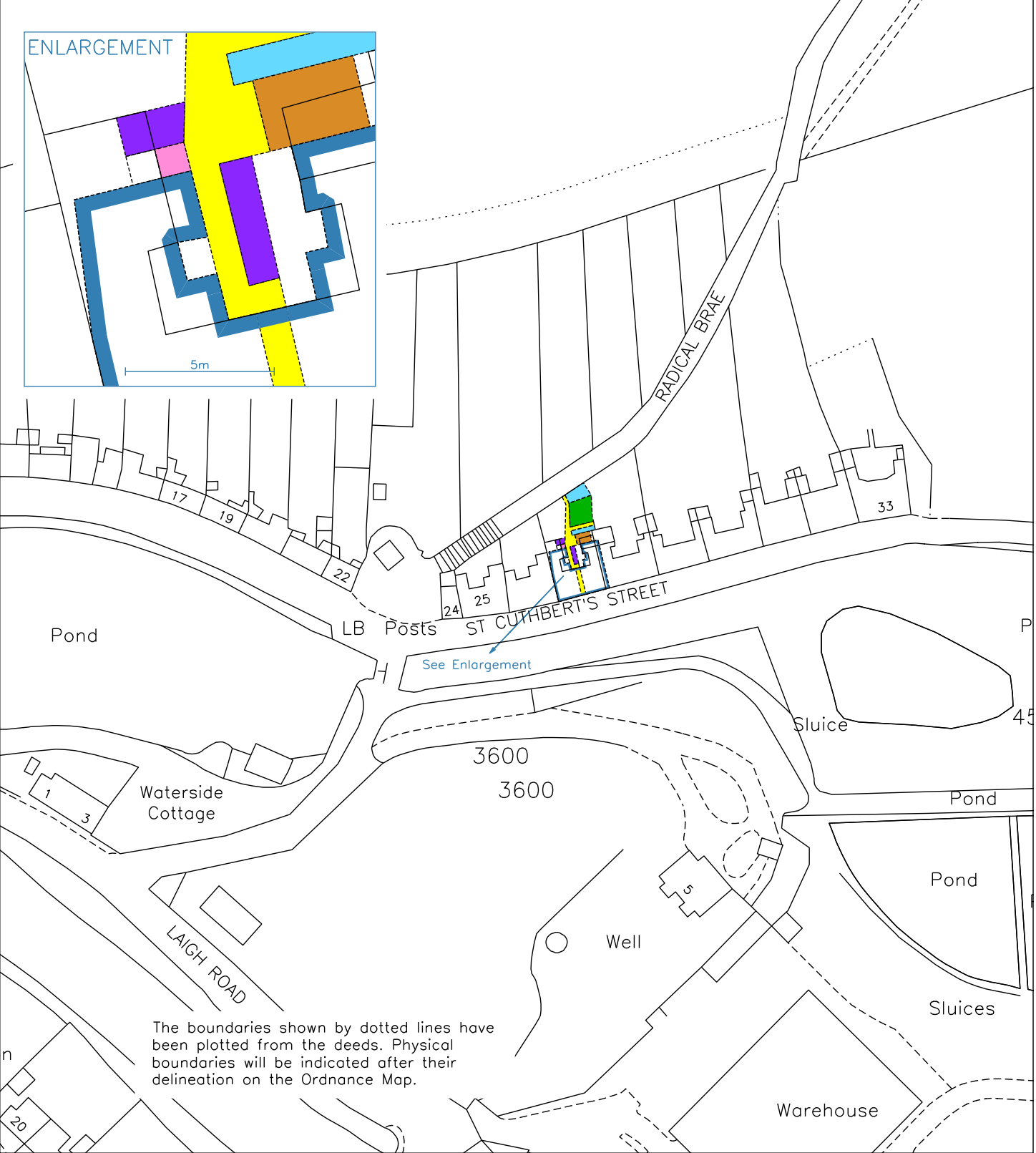


 LAND REGISTER OF SCOTLAND	Officer's ID / Date	TITLE NUMBER
	5018 30/5/2011	AYR90985
	ORDNANCE SURVEY NATIONAL GRID REFERENCE	70m
NS5325 NS5326		Survey Scale 1/2500

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TITLE NUMBER AYR90985

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION

22 DEC 2010

DATE TITLE SHEET UPDATED TO

03 APR 2023

REAL RIGHT

OWNERSHIP

DESCRIPTION

Subjects FLAT D, 27 ST. CUTHBERT'S STREET, CATRINE, MAUCHLINE KA5 6SW being the eastmost dwellinghouse on the upper floor of the Block 27A, 27B, 27C and 27D, ST. CUTHBERT'S STREET edged blue on the Title Plan (hereinafter referred to as "the said block") with the two plots or areas of garden ground tinted blue on the said Plan, together with (First)(i) in common with the proprietors of 27A, 27B and 27C, St Cuthbert's Street, aforesaid, a servitude right of pedestrian access over the entrance corridor, stairs and footpaths tinted yellow on the said Plan under burden of a joint share of the maintenance thereof; (ii) in common with the proprietors of 27B St Cuthbert's Street, aforesaid, a servitude right of pedestrian access over the footpaths tinted mauve on the said Plan; (iii) in common with the proprietors of 27A, 27B and 27C, aforesaid, use of the washhouse and drying green respectively tinted brown and green respectively on the said Plan; and (iv) exclusive use of the coal bunker tinted pink on the said Plan; (Second) servitude rights of access over and through other dwellinghouses in the said block for the purpose of carrying out repairs to and maintenance of the said dwellinghouse and through the hatchway leading to the roof for the purpose of cleaning vents and all other necessary purposes; Together also with (Firstly) a right in common with the proprietors of the other dwellinghouses in the said block to the common parts of the said block and in particular and without prejudice to the foregoing generality (1) to the solum of the said block, (2) the foundations, gables and outside walls of the said block (but excluding all doors and door frames, windows and window frames, and entrance steps, plats and balustrades which shall be maintained and repaired at the exclusive



A. PROPERTY SECTION

expense or joint expense of the proprietor or proprietors using the same), (3) the attic space, roof, chimneyheads (but not chimney cans which shall be maintained and repaired at the exclusive expense of the proprietors of the dwellinghouses to which they pertain), and any hatchway leading to the roof, (4) all boundary walls, fences, hedges, railings and others, (5) main water supply pipes, tanks, cisterns, sewerage and drainage pipes, rhones, gutters, downpipes, gas and electric mains and other pipes, cables, wires and transmitters, and (6) such other parts and pertinents, fixtures and fittings of or in connection with the said block as are mutual to the proprietors of the dwellinghouses in the said block, and (Secondly) right to continue to use such sewers, drains, gas, water and other pipes and electric cables serving the subjects in this Title and/or other subjects in so far as situated within the subjects near or adjoining the subjects in this Title and with right to enter, examine and lay open the ground pertaining to such subjects near or adjoining the subjects in this Title along the line of such sewers, drains, gas, water and other pipes and electric cables for the purpose of inspecting, maintaining, repairing, altering or renewing the said sewers, drains, gas, water and other pipes and electric cables and for any other necessary purposes.



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B 1

B. PROPRIETORSHIP SECTION

ENTRY PROPRIETOR

NO

1 AMPG LIMITED incorporated
under the Companies Acts,
(Company Number 07135556),
and having its Registered
Office at Unit 1 South Fens
Business Centre, Fenton Way,
Chatteris, Cambridgeshire
PE16 6TT.

**DATE OF
REGISTRATION**
03 APR 2023

CONSIDERATION
£11,000

DATE OF ENTRY
31 MAR 2023



LAND REGISTER OF SCOTLAND



TITLE NUMBER AYR90985

C 1

C. SECURITIES SECTION

ENTRY
NO

SPECIFICATION

DATE OF
REGISTRATION

No Entry



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D 1

D. BURDENS SECTION

ENTRY NO

SPECIFICATION

- 1 Feu Disposition by Cumnock and Doon Valley District Council (hereinafter referred to as "the superiors") to Thomas Brechney Jess Goldie and another and their assignees and disponees (hereinafter referred to as "the feuars"), recorded G.R.S. (Ayr) 8 Dec. 1993, of the subjects in this Title (hereinafter referred to as "the feu"), contains the following declarations and burdens:

Declaring (1) that in respect of sewers, drains, gas, water and other pipes and electric cables belonging solely to the feuars, the feuars shall be bound at their expense to restore, or (2) that in respect of sewers, drains, gas, water and other pipes and electric cables belonging jointly to the feuars and others, the feuars shall be bound to conjoin with the others and pay an equal share along with them of the cost of restoring such ground to its former state and condition and in making good any damage which such ground may sustain through the operations necessary for the exercise of the said right; And in the event of any dispute arising between the feuars and the proprietors of subjects near or adjoining the said subjects hereby disposed as to the rights and obligations of the feuars and such proprietors under the immediately preceding clause such dispute shall failing agreement in writing between the parties concerned be determined by arbitration in manner after specified;

And also with and under the following burdens, conditions and others following, videlicet;-

(First) There is reserved to the proprietors of the other dwellinghouses served by the sewers, drains, gas, water and other pipes and electric cables in so far as passing through those two plots or areas of garden ground tinted blue on the Title Plan (hereinafter referred to as "the said ground") a right to enter, examine and lay open the said ground along the line of such sewers, drains, gas, water and other pipes and



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D 2

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

electric cables for the purpose of inspecting, maintaining, repairing, altering or renewing such sewers, drains, gas, water and other pipes and electric cables and for any other necessary purpose; Declaring that the proprietors of the dwellinghouses concerned or any of them as the case may be shall be bound (1) in respect of sewers, drains, gas, water and other pipes and electric cables belonging to them, at their expense to restore, or (2) in respect of sewers, drains, gas, water and other pipes and electric cables belonging jointly to them and the feuars to conjoin with the feuars and to pay an equal share of the cost of restoring such ground to its former state and condition and in making good any damage which such ground may sustain through the operations necessary for the exercise of the said reserved right; And in the event of any dispute arising between the feuars and the said other proprietors as to the rights and obligations of the feuars and such proprietors under this clause such dispute shall be submitted to arbitration in manner after specified.

(Second) (1) There are reserved to the superiors all coins and articles of intrinsic value which may be found beneath the surface of the said ground, and (2) there is reserved to the superiors or others deriving right from them including where appropriate Local Authorities and Statutory Undertakers (a) power when the superiors in their sole discretion consider it necessary or desirable for the use or benefit of the feuars and/or tenants or others near or adjoining the feu or for the proper development of the ground near or adjoining the feu, (One) to maintain, repair and if necessary replace, renew or remove existing pipes, mains, ducts, wires, cables and others for the supply of gas, electricity, telephone service, water heating, foul and surface water, sewage, television and/or music relay service in so far as situated within the feu, (Two) to lay within the feu such new and additional pipes, mains, ducts, wires, cables and others for the supply of gas, electricity, telephone service, water, heating, foul and



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D. BURDENS SECTION

ENTRY NO

SPECIFICATION

surface water, sewage, television and/or music relay service, and (Three) to make connections with any of such pipes, mains, ducts, wires, cables and others supplying and serving the feu, or with any of such systems, supplies and services; and (b) all necessary access to the feu (First) for the foregoing purposes, (Second) for inspection of the state of maintenance, repair, replacement and renewal of the said dwellinghouse and of the boundary walls, fences, driveways, pathways, drains and others on or within the feu, and (Third) with regard to the construction, alteration, maintenance, repair, replacement and renewal of any premises adjoining or contiguous to the feu; declaring that subject as aftermentioned the superiors and all others having access for all or any of the purposes of this clause, shall be bound to make good all damage caused to the feu by their operations.

(Third) The feuars shall be bound at their own expense to maintain in good order and repair and when necessary re-erect the said dwellinghouse such maintenance and re-erection to be all to the satisfaction of the superiors. In the event of partial or total destruction of the said dwellinghouse from whatever cause arising, the feuars shall be bound to make good the damage to or re-erect the said dwellinghouse within one year of such partial or total destruction. Detailed plans and specifications showing inter alia but without prejudice to the generality, the site, building line, elevations, floor plans, chimney plans, designs and colour schemes, and the materials to be used in the restoration or re-erection of the said dwellinghouse shall, prior to the commencement of the work be submitted to and approved by the superiors in writing. The feuars shall not without prior submission to the superiors of plans and specifications and the written approval thereof of the superiors make any alterations to the said dwellinghouse which would affect or be likely to affect the stability of the said block, or any external alterations or additions to the said dwellinghouse nor shall they erect on or affix to any



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part of the feu any additional buildings, walls or fences, or any additional television aerials or similar attachments.

(Fourth) The feuars shall at all times keep the said dwellinghouse painted and in good condition, all to the satisfaction of the superiors and shall keep all the internal driveways and pathways forming part of the feu free and redd of weeds, and the grass cut, and the whole hedges pruned. And the feuars shall likewise keep the said ground free from any undue deposit of waste or other materials or articles not being waste or things which may be, in the sole opinion of the superiors, injurious to amenity, and keep the feu in a neat, clean and tidy condition.

(Fifth) The superiors shall so long as they have a proprietary interest in any part of the said block have full power and authority to instruct and have executed from time to time such works as they in their sole discretion consider necessary or desirable for the maintenance, repair and if necessary the renewal of the common parts and services of the feu described in the Property Section and the feuars shall be bound to pay a one-fourth share of the cost thereof, together with an additional sum equivalent to five per centum thereof in respect of administrative costs incurred by the superiors and that within fourteen days of the same being demanded.

(Sixth) In the event of the superiors declining to exercise their rights of supervision and management as specified in Clause Sixth hereof or in the event of the superiors having no proprietary right in the said block a majority of proprietors of the said block (counting one vote for each dwellinghouse) at a meeting convened by the proprietors of any two such dwellinghouses of the said block upon fourteen days notice in writing being given to the remaining proprietors of the said block shall have the right to appoint a factor who will be responsible for instructing and supervising the works and for



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apportioning the cost thereof amongst the proprietors. The decision of a majority of the proprietors of the dwellinghouses in the said block as to what common repairs, maintenance and decoration are from time to time necessary or advisable and as to the extent and nature thereof shall be final and binding upon all. If there is no majority the superiors will be entitled on a reference to them by the proprietors calling the meeting to arbitrate on the matters at issue.

(Seventh) The said ground shall so far as lying in front of the rear building line of the said block be used only as ornamental or garden ground or shrubbery or driveway or pathway and the ground so far as lying behind the said building line shall be used exclusively as ornamental or garden ground or as a drying green for bleaching or drying clothes or as the site of a garage, hot or greenhouse, but for no other purpose whatever and the whole of said garden ground shall be kept in clean and tidy condition all to the satisfaction of the superiors.

(Eighth) The said dwellinghouse and any building erected in substitution therefor shall be used as a self contained dwellinghouse only and shall not without the prior consent of the superiors in writing at any time be used for any purpose other than as a dwellinghouse and the said dwellinghouse and any building erected in substitution therefor shall not at any time be converted into a shop or business or commercial premises and no business nameplate, sign or advertisement of any kind shall without the prior consent of the superiors in writing be affixed or displayed anywhere on the feu and in particular, but without prejudice to the foregoing generality, the said dwellinghouse shall not at any time be used for the purpose of keeping a public house or tavern or clubhouse licensed for the sale of exciseable liquor or for the purpose of selling or keeping for sale spirits, wines or liquors; Further, no trade or manufacture shall be carried on upon the feu nor shall any use be made thereof which shall be deemed a



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nuisance or which may occasion disturbance or annoyance to the superiors or any of the neighbouring feuars or proprietors or their tenants or may injure the amenity of the neighbourhood and the superiors shall be the sole judges of what constitutes a nuisance, disturbance, annoyance or injury to amenity. The feuars are prohibited from keeping on any part of the feu poultry, ducks, pigeons, rabbits, bees, or other livestock, or from breeding dogs or cats and shall not be entitled to keep more than one dog or one cat at the feu and which dog or cat shall not prove a nuisance to adjoining proprietors or occupiers.

(Ninth) The feuars shall be bound to conjoin with other proprietors interested therein in the erection in so far as not already done and thereafter in the maintenance and renewal of the boundary fences, walls or hedges enclosing the feu and all to the satisfaction of the superiors; Declaring that (First) no fence, wall (other than the walls of the said block) or hedge within or enclosing the feu so far as lying in front of the front building line of the said block shall exceed one metre in height, (Second) no fence, wall (other than the walls of the said block) or hedge within or enclosing the feu so far as lying behind the front building line of the said block shall exceed two metres in height, and (Third) where the ground forming part of the feu so far as lying in front of the front building line of the said block is laid out and maintained as or as part of an open plan garden scheme (as the same may be certified by the superiors), no walls, fences, or hedges of any description shall be erected or planted without the prior written approval of the superiors who shall have an absolute discretion to approve or decline to approve such proposed erection of walls or fences or planting of hedges.

(Tenth) The feuars shall be bound to keep the said dwellinghouse and any building erected in substitution therefor constantly insured against loss or damage by fire with



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an established Insurance Company for the full reinstatement value thereof and to produce to the superiors from time to time when required the Policy of Insurance and termly receipts for the payment of the premiums and in the event of the said dwellinghouse or any part thereof being destroyed or damaged by fire the feuars shall be bound to apply the amount recovered from the Insurers in restoring the said dwellinghouse or part thereof destroyed or damaged by fire all at the sight of and to the satisfaction of the superiors.

(Eleventh) The feuars in altering, rebuilding, adding to or maintaining the feu or any part thereof shall be bound to conform in all respects to the provisions of the Building (Scotland) Acts and the Town and Country Planning (Scotland) Acts and all other relevant Statutory Enactments or other Regulations, all statutory powers available to the superiors under or in virtue of the provisions of said Acts, Enactments or Regulations being hereby reserved to them.

(Twelfth) The superiors shall be entitled to make or allow to be made such alterations or deviations as they may think fit on the feuing plans of the remaining part of the subjects of which the feu forms part or roads or drains thereof or even to depart entirely therefrom and to feu or dispose of the remaining parts of the subjects of which the feu forms part for such purposes as they may think fit, and in the event of their doing so the feuars shall have no right or title to object thereto and shall have no claim in respect thereof.

(Thirteenth) All matters which fall to be determined by arbitration in accordance with the specific provisions to that effect contained (excluding only the reference to arbitration in Clause Seventh hereof) shall be submitted to the amicable and final decision of a single arbiter to be appointed by the parties or failing agreement by an arbiter to be appointed by the Sheriff of South Strathclyde, Dumfries and Galloway



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at Ayr on the application of any interested party; And the parties bind themselves to implement to each other whatever the arbiter shall determine by decree or decrees arbitral, interim, partial or final and the parties consent to the registration of all such decrees arbitral for preservation and execution.

ARTICLES OF ROUP

These Articles of Roup apply to the property in Scotland being ALL and WHOLE the dwellinghouse known as and forming 27D St. Cuthberts Street, Catrine, Mauchline, being the whole subjects registered in the Land Register of Scotland under Title Number AYR90985 (hereinafter referred to as "the Lot");

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

and that within the

5 South Charlotte Street, Edinburgh, EH2 4AN

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

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

2. The date of entry shall be

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

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

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

Solicitors

Firm's Signature



Adhibited by

James Anderson Cowan MacDonald

Witness



Full Name

Courtney Lafferty

Address

36 Muir Street, Motherwell, ML1 1BW