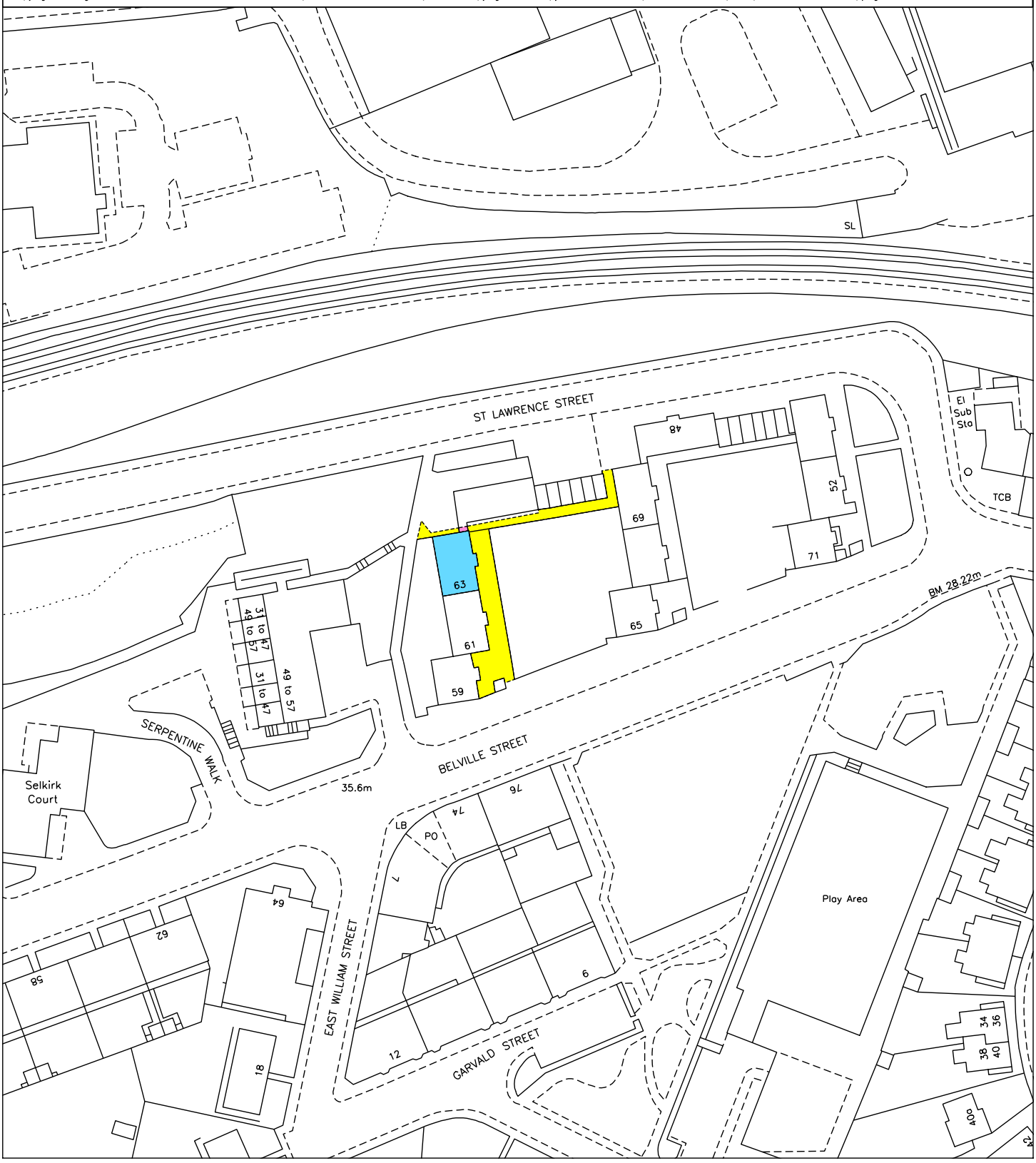
LAND REGISTER OF SCOTLAND	Officer's ID / Date	TITLE NUMBER
	30156 8/9/1997	**REN82708**
N ORDNANCE SURVEY NATIONAL GRID REFERENCE		70m
NS2875SE NS2975SW NS2875NE NS2975NW		Survey Scale 1/1250

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LAND REGISTER OF SCOTLAND

TITLE NUMBER REN82708 **A 1**

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION
16 MAR 1995

DATE TITLE SHEET UPDATED TO
29 MAR 2023

REAL RIGHT
OWNERSHIP

DESCRIPTION

Subjects being the northmost house on the ground floor of the tenement 63 BELVILLE STREET, GREENOCK PA15 4SU tinted blue on the Title Plan together with (First) free ish and entry therefrom and thereto (Second) a right in common with the proprietors of the remaining dwellinghouses in the said tenement in and to (a) the solum on which the said tenement is erected tinted blue on the said plan; (b) the common door entry system (where applicable); and (c) the common close, passages, stairs, landings, staircase and walls enclosing the same, the foundations, gables, outside walls, common attic roof space (where applicable), roof with the hatchway and skylight leading thereto, gutters and chimney-stacks (but excluding chimney-cans), common boundary walls and fences, mutual division walls, water storage tank, all pipes and connections leading therefrom and thereto, all water pipes and mains, outfall drainage pipes, drainpipes and drains, sewers, gas pipes, electricity cables and transformers, telephone cables and wires, pylons, poles, stays, manholes and other appurtenances and all other common parts, services and wayleaves, in, on, under, through or over the subjects in this Title so far as used in common with right to the proprietors of the subjects in this Title to enter upon the said other dwellinghouses or any part thereof at all times for all necessary purposes provided that the proprietors of the subjects in this Title in exercising the foregoing right shall be responsible for any loss, injury or damage thereby occasioned, the amount of such loss, injury or damage, to be ascertained, failing agreement, by an Arbiter appointed by the Sheriff of North Strathclyde at Greenock; (Third) a right in common with the proprietors of the remaining dwellinghouses in the

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A. PROPERTY SECTION

said tenement Number 63 Belville Street, and the proprietors of the dwellinghouses within the tenements Number 59 and 61 Belville Street, Greenock in and to the path, steps and hard landscaping tinted yellow on the said Plan; (Fourth) a right in common with the proprietors of the remaining dwellinghouses within the said tenement Number 63 Belville Street, and the proprietors of the dwellinghouses within the tenements Numbers 59 and 61 Belville Street, and 46 St. Lawrence Street, Greenock in and to the launderette situated in the basement of the said tenement Number 63 Belville Street, (Fifth) an exclusive right of ownership in and to the southeastmost cellar situated in the basement of the said tenement Number 63 Belville Street, and (Sixth) a heritable and irredeemable servitude right of access at ground floor level only in and to the area tinted pink on the said plan which said tinted pink forms part of the solum belonging to the proprietors of the dwellinghouses within the tenement at Number 46 St. Lawrence Street.

Note 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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B. PROPRIETORSHIP SECTION

ENTRY NO	PROPRIETOR	DATE OF REGISTRATION	CONSIDERATION
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, PE16 6TT.	29 MAR 2023	£170,800 in respect of the subjects in this Title and other subjects **DATE OF ENTRY** 28 MAR 2023

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LAND REGISTER OF SCOTLAND

TITLE NUMBER REN82708 **C 1**

C. SECURITIES SECTION

ENTRY NO	SPECIFICATION	DATE OF REGISTRATION
1	Standard Security for £30600 and further sums by AJAY AHUJA 2 Fen View, Doddington, March PE15 0SN to MORTGAGE EXPRESS, Registered Office Endeavour House, 1 Lyonsdown Road, New Barnet, Herts EN5 1HU.	21 DEC 2005
	Note The above Standard Security was assigned to SIBERITE MORTGAGES LIMITED incorporated under the laws of England and Wales with company number 11416218 and with its registered office at The Pavilions, Bridgwater Road, Bristol BS13 8AE conform to Assignation registered 22 Jul 2019	

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LAND REGISTER OF SCOTLAND

TITLE NUMBER REN82708 **D 1**

D. BURDENS SECTION

ENTRY NO	SPECIFICATION
1	Instrument of Sasine, recorded P.R.S. (Renfrewshire) 8 Apr. 1840 on inter alia Feu Contract by William Crawford to George Allan and his heirs and assignees of piece of ground in the enclosure called East Barnpark, part of the lands of Cartshaw contains no subsisting burdens.
2	Feu Contract containing Feu Disposition by Thomas Macknight Crawfurd to Thomas McIntyre and his heirs and assignees, recorded P.R.S. (Renfrewshire) 4 Jun. 1868, of (I.) 33 poles 9 3/4 yards of ground and (II.) 79 poles 13 1/2 yards of ground, contains the following burdens:- First declaring that the only Building or Buildings which it shall be competent to the said Thomas McIntyre or his foresaids to erect and maintain on the said pieces of ground shall be Dwelling Houses of not less than two nor more than three square storeys in height above the level of the projected Street and William Street and stone or brick and slated Cellars and Washing Houses at the back of not more than one storey of ten feet in height above the level of the ground and to be placed not nearer than thirty feet to the said projected street and William Street and the north boundary of the said pieces of ground which Dwelling Houses shall front to either the said projected Street or William Street aforesaid and shall be erected on the lines and conform to the levels thereof as these lines and levels have been or may be fixed and shall be pointed out by the Superior or his Agent or the Master of Works of the Town of Greenock and the said Dwelling Houses shall be built of Stone and shall be slated and the front or fronts thereof shall be constructed of Ashlar masonwork and each flat of the Dwelling Houses to be erected on the piece of ground first before disponed shall be constructed and divided internally into three possessions to be occupied by three tenants only two of which possessions shall each consist of not less than one Room and a kitchen and the remaining possessions shall consist of not less than two rooms and a

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ENTRY NO	SPECIFICATION

kitchen and the Dwelling Houses to be erected on the one half of the piece of ground second before disponed shall be constructed and divided internally into possessions of not less than two rooms and a Kitchen for each Tenant and those to be erected on the other one half thereof shall be constructed into possessions of not less than one room and a Kitchen for each Tenant and there shall be an enclosed Water Closet of a proper and sufficient description in each flat of the said several dwellinghouses And in so far as not already done at least one Dwelling House of the foresaid description shall be erected by the said Thomas McIntyre or his foresaids upon each of the said pieces of ground within one year from the last date hereof and shall be maintained thereon in all time coming. And fourteen days previous Notice shall be given by the Vassal to the Superior or his Agent before the foundation of any House Building or Erection is laid up on the said pieces of ground so as such House Building or Erection may be founded and placed in conformity with the meaning and import of the conditions herein contained, and the said Thomas McIntyre and his foresaids shall be bound to submit to the said Thomas Macknight Crawfurd or his foresaids the plans and elevations of every Dwelling House, Building or Erection proposed to be built on the said pieces of ground or any part thereof and to obtain his or their approval of the same, and until such approval is obtained it shall not be competent to the said Thomas McIntyre or his foresaids to proceed with the building thereof and at the request of the said Thomas McIntyre it is hereby declared that the gable next the west south west boundary of the Dwelling House erected by him on the said piece of ground first before disponed and the gable next the east north east boundary of the Dwelling House to be erected on the said piece of ground second before disponed shall be mean and common for the said respective Houses and that the same shall be mean and common property of the respective proprietors thereof and shall be upholden and maintained at their mutual expense in all time coming: Second declaring expressly that

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ENTRY NO	SPECIFICATION

it shall not be competent to the said Thomas McIntyre or his foresaids to erect maintain or use on the said pieces of ground hereby disponed or any part thereof any Back Houses Buildings or Erection other than the foresaid Cellars and Washing Houses nor a Public House Tavern Spirit Shop Tanwork Glasswork Gaswork Ropework Flaxwork Feltwork Sawmill Warehouse Barking House Sugar Refinery Charring House Soapwork Candlework Slaughter House Pottery Chemical work work for manufacturing from Animal or Vegetable Substances Engineering work Foundry Forge Smithy Cooperage Workshops or any other public or private work nor to use or occupy the same or any part thereof as a Manure Depot or Quarry or Brick or Tile Work or in any way or for any purpose that may be a nuisance and in the event of contravention of this third declaration in any respect the said pieces of ground and all houses Buildings and Erections thereon shall by such contravention and without any Declarator be forfeited and returned to the said Thomas Macknight Crawfurd and his foresaids: THIRD declaring that the said Thomas McIntyre and his foresaids shall be bound and obliged in so far as not already done at his or their own expense immediately to enclose the said pieces of ground, and in all time coming to keep the same enclosed and that in a proper and sufficient manner by stone walls or other sufficient fences to the satisfaction of the Baron Baillie on the Estate of Cartsburn for the time being: For which causes foresaid and on the other part the said Thomas McIntyre binds and obliges himself and his heirs and successors and his assignees and Disponees whomsoever in the said pieces of ground and others renouncing the benefit of discussion to content and pay for the said pieces of ground and others to the said Thomas Macknight Crawfurd and his foresaids or to his or their Factor in his or their names at the term of Martinmas yearly the feuduties following namely First for the said piece of ground first before disponed the sum of Ten pounds Sterling yearly and for the said piece of ground second before disponed the sum of Twenty three pounds sixteen shillings and nine pence Sterling of permanent yearly feuduty

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D. BURDENS SECTION

ENTRY NO	SPECIFICATION

and so forth after the said respective terms yearly at the term of Martinmas in all time coming with the Interest thereof at the rate of five pounds per centum per annum from the term of payment and until the same be paid:- Note: The plan referred to in the above Feu Contract has not been produced to the Keeper therefore the exact location of the said areas cannot be determined in relation to the subjects in this Title.

3 Disposition by Inverclyde District Council (who and whose successors are hereinafter referred to as "the Council") to William James McShane and Caroline Margaret McShane and their assignees and disponees (hereinafter referred to as "the Disponee") registered 16 Mar. 1995, of the subjects in this Title, contains the following burdens

1. There are reserved to the Council the whole mines, metals and minerals with power to the Council to work, win and carry away the same but so as not to enter upon the surface of the ground hereinbefore disponed and providing always that the Council shall be bound and obliged to satisfy and pay the whole damages which may be caused to any part of the said subjects through or in consequence of their working the said mines, metals and minerals and all questions as to liability and compensation failing agreement between the parties shall be determined by an arbiter mutually chosen and, failing agreement, by an arbiter appointed on the application of either party by the Sheriff of North Strathclyde at Greenock.

2. No buildings or erections, other than the dwellinghouse and any other buildings or erections for which the Council's written approval was given prior to the date of entry being 12 Jan. 1995 shall be erected on the said subjects hereinbefore disponed and no external alterations or operations of any kind (including the fixing of television aerials or similar attachments and alterations to fences, railings or walls) shall be made to the said subjects without plans having been first

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D. BURDENS SECTION

ENTRY NO	SPECIFICATION

submitted to and approved by the Council in writing, which consent shall not be unreasonably withheld; and no advertising board, card, plate or other notice shall be placed on or fixed to any part of the said subjects without the prior written consent of the Council.

3. The said dwellinghouse shall be used solely as a single dwellinghouse for the private occupation of one family only and the Disponee will be prohibited from using the said dwellinghouse and the remainder of the subjects hereinbefore disponed for the purpose of any trade, business or profession of any kind and that whether or not such trade, business or profession might in ordinary circumstances be deemed incidental to the ordinary residential use of the said subjects.

4. The said subjects hereinbefore disponed shall not be used for the keeping of any animal other than one dog or one cat or one caged bird at any one time and no breeding of any animal on the subjects shall be permitted.

5. The said subjects hereinbefore disponed shall not be used for the purpose of brewing, distilling, chemical works or manufacturing of any kind whatsoever and no licensed premises, public houses, warehouses or yards shall be erected, formed or kept on the ground nor shall the said subjects be used for the purpose of carrying on any handcrafts or selling therein any manner of goods or articles of any sort and nothing shall be done on the ground or within the said dwellinghouse or other buildings erected or which may be erected on the said subjects that may be deemed a nuisance or occasion disturbance to the Council or to adjoining proprietors or their respective tenants.

6. The Disponee shall be bound and obliged to maintain at his own cost and expense the said subjects hereinbefore disponed

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ENTRY NO	SPECIFICATION

in good order, condition and repair and the Disponee shall also be bound and obliged to keep the said dwellinghouse and the said subjects in good external decoration so as to be consistent in all respects with the remainder of the housing scheme or schemes in which the said subjects are situated; and the Disponee shall from time to time comply with and carry out, at his own cost and expense, any reasonable specification and programme of external decoration and/or necessary external maintenance, repairs or renewals as the Council may consider appropriate for said housing scheme or schemes, and in the event of the Disponee failing to so comply, the Council shall be entitled through their authorised employees or agents to enter on to any part of the subjects hereinbefore disponed and undertake any external decoration, maintenance, repairs or renewals to the said subjects and recover the costs of so doing from the Disponee as a debt; any open space in front of the said dwellinghouse shall be laid out as ornamental or garden ground or shrubbery and maintained as such by the Disponee at his own expense in a neat and tidy condition at all times to the satisfaction of the Council.

7. The Disponee shall be bound and obliged to insure the said subjects hereinbefore disponed and in particular the said dwellinghouse and shall keep the same constantly insured against loss or damage by fire and such other perils as are normally insured against by a prudent proprietor under a comprehensive policy of insurance to the extent of the full replacement or re-instatement value of the said subjects with a responsible established Insurance Company and shall when required by the Council exhibit to them the said Policy of Insurance and the receipts for the renewal premiums thereof which shall be paid within fourteen days of the due date thereof. In the event of the said subjects being destroyed or damaged by fire or by such other peril insured against, the Disponee shall be bound and obliged to restore the said subjects as they stood before such destruction or damage and

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ENTRY NO	SPECIFICATION

that within one year after such destruction or damage and in the case of damage or destruction by fire or such other peril insured against, the sum or sums, if any, to be received from the Insurance Company together with such additional sum as may be necessary, shall be expended in re-erecting the said subjects or repairing the damage done and in any event the said subjects shall be re-erected or restored so as to be in all respects consistent with the conditions of these presents and in accordance with plans and specifications to be previously approved in writing by the Council, it being understood that in the event of the Disponee failing to maintain in force such insurance, the Council shall have power to effect the insurance and to charge the Disponee with the premiums so disbursed with interest thereon at eleven per centum per annum.

8. There is reserved to the proprietors of the remaining dwellinghouses in the tenement 63 Belville Street, Greenock and others deriving right from them a right of access at all necessary times over so much of the subjects hereby disponed and all common areas as is necessary for all necessary purposes including maintenance and repair of outside walls, roof and others of the said tenement provided that the parties in exercising any of the aforesaid rights shall be responsible for any loss, injury or damage thereby occasioned, the amount of such loss, injury or damage to be ascertained, failing agreement by an Arbiter appointed by the Sheriff of North Strathclyde at Greenock.

9. There is reserved to the proprietors of the remaining dwellinghouses in the said tenement and others deriving right from them a right in common with the Disponee to the solum on which the said tenement is erected tinted blue on the Title Plan the door entry system (where applicable) the common close, passages, stairs, landings, staircase and walls enclosing the same, foundations, gables, outside walls, common attic roof space (where applicable), the roof and access thereto, the

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ENTRY NO	SPECIFICATION

gutters, chimney stacks (but not chimney cans), the common boundary walls and fences, the mutual division walls, water storage tank, all pipes and connections leading therefrom and thereto, all water pipes and mains, outfall drainage pipes, drainpipes and drains, sewers, gas pipes, electricity cables and transformers, telephone cables and wires, pylons, poles, stays, manholes or other appurtenances, and all other common parts, services or wayleaves in, on, under, over or through the said subjects hereinbefore disponed together with a right to enter upon the said subjects hereinbefore disponed or any part thereof at all times for all necessary purposes in connection with the said rights in common provided that said right of entry is exercised reasonably and provided also that the parties in exercising any of the aforesaid rights shall be responsible (but only in so far as attributable to their own actings) for any loss, injury or damage thereby occasioned to the said subjects hereinbefore disponed unless such loss, injury or damage may have arisen as a result of negligence on the part of the Disponee, the amount of such loss, injury or damage to be ascertained, failing agreement, by an Arbiter appointed by the Sheriff of North Strathclyde at Greenock whose determination shall be final and binding on all parties concerned.

10. The Disponee shall be liable exclusively for the subjects hereinbefore disponed and along with the proprietors of the remaining dwellinghouses in the said tenement shall be responsible for the maintenance and repair of and of keeping in good external decoration (which external decoration shall be consistent in all respects with the remainder of the said tenement and shall be carried out in compliance with any reasonable specification and programme of external decoration as the Council may from time to time consider appropriate for the housing scheme in which the said tenement is situated, the said solum, door entry system (where applicable), the common close, passages, stairs, landings, staircase and walls enclosing the same, foundations, gables, outside walls, attic

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ENTRY NO	SPECIFICATION

roof space (where applicable), roof and access thereto, gutters and chimney stacks (but excluding chimney cans), the common boundary walls and fences, mutual division walls, water storage tanks, all pipes and connections leading therefrom and thereto, all water pipes and mains, outfall drainage pipe, drain pipes and drains, sewers, gas pipes, electricity cables and transformers, telephone cables and wires, pylons, poles, stays, manholes or other appurtenances, and all other parts common and mutual to the said tenement and all other services in, on, under, through or over the said subjects hereinbefore disponed. Declaring that when a majority of the proprietors (counting one vote only per dwellinghouse) of the dwellinghouses within the said tenement consider it desirable that repairs be effected thereto they may instruct that the same be carried out and the remaining proprietors shall be liable, as shall all proprietors be liable for their one-sixth share of the cost thereof whether or not they were parties consenting to the said repairs being effected.

11. The Council may at its sole discretion decide to install a door entry system within the tenement. In that event, the Disponee shall be liable to reimburse to the Council an amount equal to the total installation costs divided by the number of dwellinghouses within the said tenement and that within one month of notice in writing by the Council intimating the share of installation costs payable by the Disponee. The Disponee shall be bound and obliged to permit the Council through their authorised employees or agents to enter upon the said subjects hereinbefore disponed at all necessary times upon giving seven days written notice for the purposes of installation and maintenance of the door entry system, subject to reinstatement of any damage caused, such reinstatement being considered part of the total installation costs. For the avoidance of doubt, "door entry system" means "a device whereby the means of entry to the tenement is controlled so that only residents of the tenement, their invitees or other

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D. BURDENS SECTION

ENTRY NO	SPECIFICATION

parties reasonably requiring access can gain access to the tenement".

12. There is reserved in favour of the Council and all statutory undertakers a right of access to the said subjects hereinbefore disponed at all times for the purposes of laying, inspecting, renewing and repairing plant and equipment in or in connection with the said subjects together with all wayleaves and servitudes existing or required in connection therewith subject to making good all damage occasioned in exercise of this right.

13. The Council for as long as it may be the proprietors of any of the said six dwellinghouses hereinbefore mentioned shall be entitled to act as Common Factors or to nominate and appoint Factors in respect of the said dwellinghouses and said Factors shall in addition to all normal functions for which the Factors may claim normal factorage and expenses be entitled to require all reasonable maintenance and repairs to be carried out and any such requisition shall be binding on all proprietors of the said dwellinghouses: Declaring that in the event of the Council ceasing to be the proprietors of any of the said six dwellinghouses the proprietors thereof shall be entitled to nominate and appoint Common Factors as aforesaid on a majority basis each dwellinghouse having one vote and the said Factors appointed shall have the same powers as aforementioned.

14. There is reserved to the proprietors and others deriving right from them of the remaining dwellinghouses in the said tenement Number 63 Belville Street, aforesaid and the proprietors of the dwellinghouses in the tenements Numbers 59 and 61 Belville Street, Greenock a right in common with the Disponee in and to the common path, steps and hard landscaping tinted yellow on the said plan declaring that the Disponee shall be responsible together with the said other proprietors of the repair, maintenance and, when necessary, renewal of the

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D. BURDENS SECTION

ENTRY NO	SPECIFICATION

said common path, steps and hard landscaping and for an equal share each of the costs thereof.

15. There is reserved to the proprietors and others deriving right from them of the remaining dwellinghouses in the said tenement Number 63 Belville Street, aforesaid and the proprietors of the dwellinghouses in the tenements Numbers 59 and 61 Belville Street, aforesaid and Number 46 St. Lawrence Street, aforesaid a right in common with the Disponee in and to the launderette situated in the basement of the said tenement Number 63 Belville Street, aforesaid; declaring that the Disponee shall be responsible together with the said other proprietors for the repair, maintenance and, when necessary, renewal of the said launderette and for an equal share each of the costs thereof. And we bind and oblige ourselves and our successors to insert, in so far as may be appropriate for the preservation of the amenity, unity or identity of the housing scheme area or areas in which the said subjects hereby disponed are situated, similar or reciprocal burdens, conditions and others in all Dispositions to be granted by us of or relating to the remaining dwellinghouses in the said housing scheme area or areas.

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ARTICLES OF ROUP

These Articles of Roup apply to the property in Scotland being ALL and WHOLE the dwellinghouse known as and forming 63 Belville Street, Greenock, being the whole subjects registered in the Land Register of Scotland under Title Number REN82708 (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 Assignation 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 Assignation 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 Freelands Solicitors Motherwell, ML1 1BW

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

Solicitors
Firm's Signature

Adhibited by
James Anderson Cowan MacDonald

Witness C. Lafferty

Full Name
Courtney Lafferty

Address
36 Muir Street, Motherwell, ML1 1BW