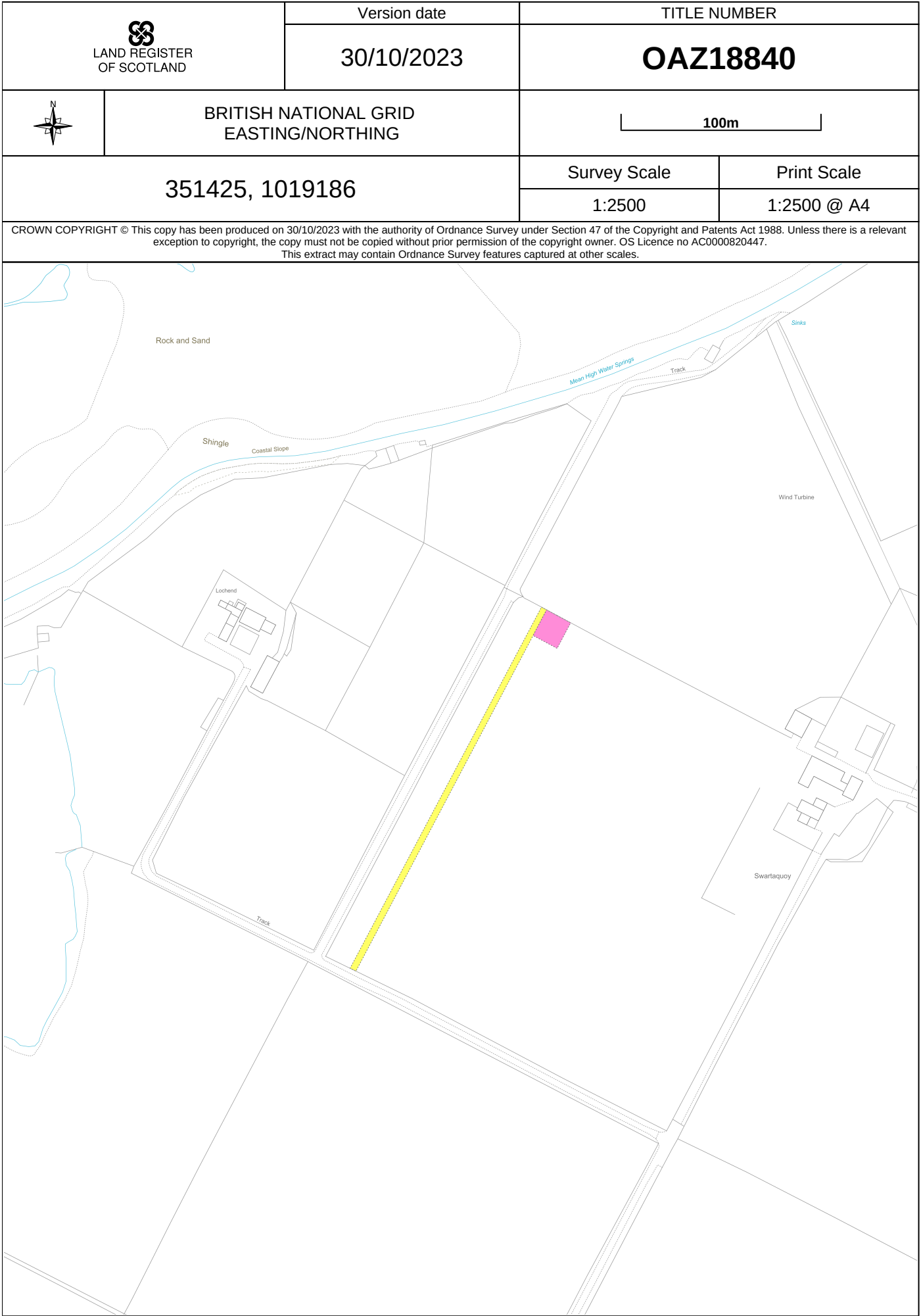
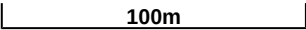




	Version date	Additional Cadastral Map View/Supplementary Data	
	30/10/2023	OAZ18840-1	
	BRITISH NATIONAL GRID EASTING/NORTHING		
351425, 1019186		Survey Scale	Print Scale
		1:2500	1:2500 @ A4
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LAND REGISTER OF SCOTLAND



TITLE NUMBER OAZ18840

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION
01 OCT 2019

DATE TITLE SHEET UPDATED TO
28 APR 2023

REAL RIGHT
OWNERSHIP

DESCRIPTION

Subjects cadastral unit OAZ18840 BLUE SEA VIEW SWARTIQUOY, BALFOUR, ORKNEY KW17 2DZ tinted pink on the cadastral map with a 1/28th share of the Access tinted yellow on said map; together with the servitudes in the Deed of Conditions specified in Entry 2 of the Burdens Section and also with the subsisting rights to real burdens specified in the Schedule below.

SCHEDULE OF PARTICULARS RELATIVE TO SUBSISTING RIGHTS TO REAL BURDENS

Entry No	Benefited Property	Real Burdens	Burdened Property
1	subjects in this Title and other subjects	Deed of Conditions by Abdullah Khalid registered 8 Apr. 2022 specified in Entry 2 of the Burdens Section	Development edged brown on secondary layer of the cadastral map of which an extract is included as supplementary data to the title sheet



LAND REGISTER OF SCOTLAND



TITLE NUMBER OAZ18840

B 1

B. PROPRIETORSHIP SECTION

ENTRY PROPRIETOR

NO

1

CHRISTOPHER FRANCES LISTER
MOORE 59 Sherbrooke Road,
London, SW6 7QL.

**DATE OF
REGISTRATION**
28 APR 2023

CONSIDERATION
£9000

DATE OF ENTRY
27 APR 2023



LAND REGISTER OF SCOTLAND



TITLE NUMBER OAZ18840

C 1

C. SECURITIES SECTION

ENTRY
NO

SPECIFICATION

DATE OF
REGISTRATION

No Entry



TITLE NUMBER OAZ18840

D 1

D. BURDENS SECTION

ENTRY NO

SPECIFICATION

- 1 Disposition by Colonel William Edward Ligonier Balfour to William Groat and his heirs and assignees, recorded G.R.S (Orkney and Zetland) 22 Feb. 1929, of the subjects being 55.580 acres of land and farm land at Swartiquoy, Shapinsay, contains inter alia the following burdens:

(First) Declaring that the boundaries of the said subjects and others hereby disposed so far as not specially shown shall be the centre line of any roads (but as regards public roads only so far as I have right thereto) fences, walls, hedges, ditches or streams dividing the subjects and others hereby disposed from my adjoining lands my said disponee and his foresaids having a joint right with me and my successors as proprietors of said adjoining lands to said roads, fences, walls, hedges, ditches and streams and being liable for one half of the cost of repair and upkeep of same so far as forming the boundary of said subjects and others hereby disposed;

(Second) so far as the lands hereby disposed are bounded by the sea my said disponee and his foresaids shall have such rights in the foreshores thereof as belong to me but subject always to any rights or servitudes, if any, exercised by me or tenants of other lands in said Island of Shapinsay;

(Third) the farm and lands hereby disposed shall be subject to the burden of all rights of way, rights of access, water rights, way leaves, or other rights as these are at present exercised by other tenants in or disponees of my said estate in Shapinsay; Declaring that all parties in right of user of said rights of way and other rights shall bear an equitable proportion of the cost of upkeep of said rights.

- 2 Deed of Conditions by Abdullah Khalid proprietor of the Development as hereinafter defined, registered 8 Apr. 2022 narrates as follows:



D. BURDENS SECTION

ENTRY NO

SPECIFICATION

1 Definitions, Interpretation and Construction

1.1 Definitions

In this Deed:

"Access 1" means the access lane tinted yellow on secondary layer of the cadastral map of which an extract is included as supplementary data to the title sheet

"Access 2" means the access lane tinted brown on said supplementary data

"Developer" means Abdullah Khalid formerly of 43 Gladys Road, and now of Swartaquay, Shapinsay Orkney Islands, KW17 2DZ

"Development" means the ground edged brown on said supplementary data forming part and portion of that area of land forming subjects cadastral unit OAZ15868 Swartiquoy, Balfour, Orkney, KW17 2SDX and registered under Title Number OAZ15868;

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

"Unit" means a plot of ground which is designed to be held in separate ownership;

1.2 Interpretation and Construction

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

1.2.1 words importing any gender include all other genders;



TITLE NUMBER OAZ18840

D 3

D. BURDENS SECTION

ENTRY NO

SPECIFICATION

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

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

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

1.2.5 words importing individuals include legal persons and vice versa;

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

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

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

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



D. BURDENS SECTION

ENTRY NO

SPECIFICATION

1.3 Headings

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

1.4 Exercise of rights conferred by this Deed

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

2 Community Burdens

2.1 Creation

2.1.1 The Development is the community in terms of Title Conditions etc (Scotland) Act 2003

2.2 Date of creation and application

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

2.3 Lands Tribunal applications

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



D. BURDENS SECTION

ENTRY NO

SPECIFICATION

3 Servitudes

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

3.1 Community Servitudes

3.1.1 For the purposes of this Condition 3.1:

- (i) the burdened property is the Development, and
- (ii) each Unit is a benefited property.

3.1.2 The following servitudes are imposed on the Development in favour of each Unit:

(i) a right of access over, and use of, (including a right to erect scaffolding) any other Unit so far as unbuilt upon for the purpose of inspecting, cleaning, repairing and renewing any building, wall, fence or other structure erected on a Unit:

(ii) a right of access over, and use of, (including a right to erect scaffolding) any other Unit so far as unbuilt upon for the purpose of installing, inspecting, cleaning, repairing, using and renewing the drains, sewers, electric cables, gas and water mains, and other pipes, cables, internet and enclosed units serving a Unit.

3.2 Development Servitudes

3.2.1 For the purposes of this Condition 3.2:

- (i) the burdened property is the Development,



D. BURDENS SECTION

ENTRY NO

SPECIFICATION

(ii) each Unit is a benefited property, and

3.2.2 The following servitudes are imposed on the Development in favour of each Unit:

(i) a right to lead pipes, cables, wires or other enclosed units over or under the Development for sewage, electricity, gas, water and all other necessary purposes;

(ii) a right to install, construct and lay drains, sewers, electric cables, gas and water mains, and other pipes, cables and enclosed units and to connect into such drains, sewers, electric cables, gas and water mains, and other pipes, cables and enclosed units as already exist or are installed by virtue of Condition 3.2.2(i), and

(iii) a right to carry out all necessary acts of inspection, maintenance and renewal in respect of such drains, sewers, electric cables, gas and water mains, and other pipes, cables and enclosed units;

(iv) a right of access for pedestrian and vehicular traffic (including construction traffic) over all roads, footpaths, parking spaces and lanes within the Development, including a right to form and construct the roads.

3.2.3 The rights conferred by this Condition 3.2 may be exercised in respect of any current or future development of the benefited property under this Condition 3.2.

3.2.4 Except for the right granted by Condition 3.2.2(i), the rights conferred by Condition 3.2 are extinguished in respect of any part of the benefited property when that part ceases to be owned by the Developer at the time Deed of Conditions is granted.



TITLE NUMBER OAZ18840

D 7

D. BURDENS SECTION

ENTRY NO

SPECIFICATION

3.3 Building Servitudes

3.3.1 For the purposes of this Condition 3.3:

- (i) each Unit is a burdened property, and
- (ii) the benefited property is the Development

3.3.2 The following servitudes are imposed as servitudes on each Unit in favour of the Development:

(i) a right of access (including a right to erect scaffolding) for the purpose of the erection of a building or other structure on any other Unit.

(ii) a right to move or remove any part or parts of any boundary wall or fence, and to re-position any boundary wall or fence to coincide with the title plans.

3.3.3 The rights conferred by this clause are extinguished in respect of any part of the benefited property when that part ceases to be owned by the Developer.

3.4 Exercise of servitude rights

3.4.1 The parties exercising the rights and obligations contained in Conditions 3.1, 3.2 and 3.3 will:

(i) except when exercising the rights contained in 3.1.2 (i) give reasonable prior written notice to the relevant Owners or the Developer (except in the case of an emergency, when no notice will be required);

(ii) exercise the rights at reasonable times and in a reasonable manner;



D. BURDENS SECTION

ENTRY NO

SPECIFICATION

(iii) keep any disturbance and interference to a minimum; and

(iv) make good all physical damage caused to the Development or the Units to the reasonable satisfaction of the affected Owners or the Developer as soon as reasonably practicable.

3.4.2 The rights contained in Conditions 3.1, 3.2 and 3.3 may be exercised only where it is reasonably necessary for the purpose in question.

4. Access Burden

4.1 Each of the Units Plots 1 to 28 tinted pink on said supplementary data shall be liable to contribute a 1/28th share of the maintenance, upkeep, repair and renewal of Access 1

4.2 Each of the Units Plots 29 to 56 tinted blue on said supplementary data shall be liable to contribute a 1/28th share of the maintenance, upkeep, repair and renewal of Access 2

5. Statutory Undertakers

There are reserved in favour of the local or public authorities and statutory undertakers and the like all necessary rights of access for the installation, repair, maintenance, cleaning and renewal of all electric and telegraphic cables, water, gas and drainage pipes, sewers, soil, waste and water supply pipes and all other cables, pipes and transmitters and other services serving the Units in the Development in, through and under any part of the Development provided that such rights may be exercised by any local or public authority or statutory undertaker without any liability on the part of us or our successors, and none of the Owners will have any claim against the Developer.



LAND REGISTER OF SCOTLAND



TITLE NUMBER OAZ18840

D 9

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

Note: The effectiveness of the real burdens in the foregoing Deed of Conditions was postponed, in respect of a Unit, until the date of registration of a disposition of that Unit in which the conditions in this Deed of Conditions were expressly stated to apply. The real burdens have been made effective in respect of the subjects in this title.

DISPOSITION

In this Disposition, the expressions set out below in Column A shall have the meaning and effect respectively stipulated and specified opposite them in Column B, namely:-

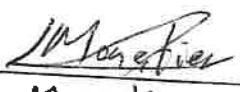
COLUMN A	COLUMN B
DISPONER:	Christopher Frances Lister Moore, residing at 59 Sherbrooke Road, London, SW6 7QL
CONSIDERATION:	The sum of FOUR THOUSAND POUNDS Sterling paid to us by the Donee, of which sum the Disposer hereby acknowledges receipt and discharges the donee.
DISPONEE:	Mr Mark Taylor, residing at 21 Catmoor Avenue Scone Perth PH2 6NQ his executors and assignees whomsoever heritably and irredeemably
SUBJECTS:	ALL and WHOLE: Plot 15 Blue Sea View, Swartiquoy, Balfour, Orkney KW17 2DZ being the subjects registered in the Land Register of Scotland under Title Number OAZ18840 (hereinafter referred to as "the Property");
DATE OF ENTRY	12 February 2026

The Disposer hereby disposes to the Donee ALL and WHOLE the SUBJECTS; TOGETHER WITH the Disposer's whole right, title and interest present and future in and to the Subjects; With entry and vacant possession as at the date of entry; And the Disposer grants simple warrandice: IN WITNESS WHEREOF these presents consisting of this page are executed as follows:

Signed:  CFLM

at 8.50 on 10 Feb 2026

in presence of:

Signature of Witness: 
 Full Name: Joaquin Monestier
 Address: 59 SHERBROOKE ROAD London
 Occupation: EMPLOYEE



Submission Successful

Submission reference
S4T9-YRJM-7369-NFVM

Matter reference: **Lt/ Taylor - Plot 15 - OAZ18840**
Submission date: **22 Jul 2026**

Next steps

You will also receive your application email updates as your application progresses.

If you have any queries contact customerservices@ros.gov.uk and quote your digital submission reference **S4T9-YRJM-7369-NFVM**.

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Version: 2.1.734

ARTICLES OF ROUP

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

Plot 15 Swartiquoy, Balfour, Orkney, KW17 2DZ (hereinafter referred to as "the Lot");

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

Mark Taylor (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

Two Thousand and

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 A1 Property Law Ltd, Trading as Amy Law, Lower Ground, 13 Granville St, G3 7EE

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

Solicitors

Firm's Signature



Witness



Adhibited by

Amy IERPOUVOU

Full Name

Harris Shafeculla

Address

13 Granville Street, Glasgow,

G3 7EE