ScotLIS

Title Information: AYR53312

Search summary

Date/Time of search	12 Nov 2026 15:23:53
Transaction numbers	SCO-29430174
User reference	LMR/ ZAIDI

Section A

AYR53312

Property

Date of first registration	15 Jul 2003
Date title sheet updated to	22 Jun 2009
Hectarage Code	0
Interest	PROPRIETOR
Map Reference	NS6826
Title Number	AYR53312
Cadastral Unit	AYR53312
Sasine Search	77733
Property address	35 PAGAN WALK, MUIRKIRK, CUMNOCK KA183PT
Description	Subjects 35 PAGAN WALK, MUIRKIRK, CUMNOCK KA18 3PT edged red on the Title Plan, together with a right in common to (a) such walls, fences, hedges or other physical objects erected along the boundaries of the subjects in this Title and (b) such drains, sewers, and others as serve the subjects in this Title and other properties near or adjoining same, and of access thereto when required.
Notes	1. The minerals are excepted. The conditions under which the minerals are held are set out in the Disposition in Entry 1 of the Burdens Section.

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Section B

AYR53312

Proprietorship

FIONA IRVING ZAIDI (otherwise FIONA AMBEUR ZAIDI) 10 Kirkport, Ayr, KA7 1QB.

Entry number	1
Date of registration	04 Oct 2006
Date of Entry	01 Sep 2006
Consideration	LF & A
Notes	1. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Matrimonial Homes (Family Protection) (Scotland) Act 1981, of spouses of persons who were formerly entitled to the said subjects. 2. There are in respect of the subjects in this Title no subsisting occupancy rights, in terms of the Civil Partnership Act 2004, of partners of persons who were formerly entitled to the said subjects.

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Section C

AYR53312

Securities

Entry number	1
Specification	Standard Security by said FIONA IRVING ZAIDI and FIONA AMBEUR ZAIDI to BANK OF SCOTLAND plc incorporated under the Companies Acts (Company Number SC327000), 1 Lovell Park Road, Leeds, West Yorkshire LS1 1NS.
Date of registration	22 Jun 2009

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Section D AYR53312

Burdens

Number of Burdens: 2

Burden 1

Disposition by Bairds and Dalmellington Limited to County Council of the County of Ayr and their successors and assignees, recorded G.R.S. (Ayr) 9 Oct. 1948, of 57.12 acres of ground, of which the subjects in this Title form part, contains the following burdens:

(FIRST)

There are reserved to the said National Coal Board and to us and to their and our successors, assignees and tenants for their and our respective rights and interests the whole coal and mines of coal as defined by the Coal Act, 1938, and the Coal Industry Nationalisation Act, 1946, and the whole other metals and minerals of every kind and description lying in, under and around the said plot or area of ground hereinbefore disponed, with power to them and us to win, work and carry away the same by underground operations, and the right to lower the surface of the said plot or area of ground but not to enter upon the surface thereof and that without their or our being liable to the said disponees or their foresaids for any damage which may be caused to the said plot or area of ground or buildings or others erected or to be erected thereon through, or in consequence of, any past or future workings or operations of the said minerals; and

(SECOND)

The said disponees and their foresaids shall free and relieve us and our foresaids of all liability in connection with the upkeep and repair of the walls and/or fences bounding the said plot or area of ground in all time coming.

Burden 2

Feu Disposition by East Ayrshire Council to Isabel Bell and her executors and assignees (hereinafter referred to as "the feuars"), registered 15 Jul. 2003, of the subjects in this Title (hereinafter referred to as "the feu"), contains the following burdens:

(One)

There is reserved to us and our successors as proprietors of the adjoining subjects in our ownership a right to enter upon and open up the surface of the feu for purposes of inspection, maintenance, opening, lifting, repairing and renewing all common drains and sewers and others and for all other necessary purposes of maintenance and repair with access to the feu for such purposes subject always to our or their making good any damage occasioned by the exercise of such rights and, subject to the rights of the proprietors or tenants of other properties near or adjoining the subjects hereby disponed, there are granted reciprocal rights in favour of the feuars to enter upon and open up the surface of the said properties near or adjoining the said subjects hereby disponed for the purposes of inspection, maintenance, opening, lifting, repairing and renewing all common drains, sewers and others, and for all other necessary purposes of maintenance and repair with access to said properties near or adjoining the said subjects hereby disponed for such purposes subject always to the feuars making good any damage caused by the exercise of said rights;

(Two)

The feuars shall pay an equitable share along with us and our successors of the cost of maintenance, repair and renewal of such walls, fences, hedges and others as are mutual to the feuars and to us and our successors and an equitable share of the cost of maintenance, repair and renewal of common drains, sewers, pipes and others; Where such walls, fences, hedges, and others adjoin subjects not belonging to us the feuars will be bound, to free and relieve us and our successors of all (if any) obligations incumbent on us in respect of maintenance, repair and renewal of such walls, fences, hedges and others;

(Three)

There is reserved to us and our successors as superiors and any other person on whom we may confer the same the right to lead wires, cables and other equipment in and through the feu to adjoining and contiguous subjects for all necessary purposes including a television relay system with access thereto on all necessary occasions for the purpose of repairing, maintaining, renewing, enlarging and removing the same and for all other relative works under declaration that the party or parties exercising such right shall be bound to make good all damage caused by such operations to the surface of the feu and the buildings and others erected thereon to a standard equivalent to that in which they were immediately prior to such operations;

(Four)

The feuars shall be bound at their own expense to maintain the dwellinghouse 35 Pagan Walk, Muirkirk in good order and repair and when necessary to re-erect the same to the satisfaction of us and our successors and superiors; the maintenance and re-erection of the said dwellinghouse and others shall be at the sole expense of the feuars except that in so far as any such maintenance and/or re-erection is in respect of parts common or mutual to the said dwellinghouse and any adjoining dwellinghouse or dwellinghouses, such maintenance and/or re-erections shall be borne at mutual expense; Any question between the feuars and an adjoining proprietor as to whether any such maintenance or re-erection is wholly or partly in respect of common or mutual parts as aforesaid and any other question arising in respect thereof shall failing agreement in writing between the parties be determined by arbitration as aftermentioned; No re-erection of the said dwellinghouse shall commence until full and detailed plans thereof shall have been submitted to and approved by us or our successors or superiors and the feuars shall not make any external alterations or additions to the said dwellinghouse and others nor erect any additional buildings or structures on any part of the lot or area of ground hereby disponed without our prior written consent as superiors; The feu in so far as not occupied by the said dwellinghouse and others shall be laid out as garden ground, internal pathways and others to our satisfaction and thereafter maintained in a neat and tidy condition; The said dwellinghouse shall be kept regularly painted and the feu shall be kept free from undue deposit of waste or other materials or articles or things which may in our sole opinion be deemed offensive or a nuisance or injurious to amenity and the feuars shall generally keep the feu in a neat, clean and tidy condition;

(Five)

The feuars shall be bound to keep the said dwellinghouse and all other buildings erected on the feu constantly insured against loss or damage by fire with an established Insurance Company for the full reinstatement value thereof and to produce to us and our successors as superiors if asked the Policy or Policies of Insurance and the Premium Receipts therefor; In the event that the said dwellinghouse or any other erections on the feu are destroyed or damaged by fire all sums received by the feuars in respect of such insurance shall be applied towards the making good and restoring of all loss and damage caused by such fire at our sight and to our satisfaction and the dwellinghouse or any other erection so damaged shall be restored or if necessary re-erected to our satisfaction as superiors;

(Six)

The said dwellinghouse shall be used as a private dwellinghouse and relative office for the occupation of one family only and not otherwise and shall not be divided or constructed for the occupation of more than one family; It shall not be lawful or in the power of the feuars to carry on upon the feu or in the said dwellinghouse or other erections any business, profession, trade or work or to occupy or use the said dwellinghouse and other erections for any other purpose than as a private dwellinghouse and relative offices or to use the feu or the buildings thereon or to permit the same to be used for any purposes which may in our sole opinion as superiors be a nuisance or cause inconvenience to us or any other proprietors or occupiers of premises in the neighbourhood or which may in our said opinion be injurious to amenity;

(Seven)

The feuars are hereby prohibited from erecting, affixing or exhibiting on or about the feu or the dwellinghouse and other erections thereon any advertisements, signs or hoardings, signboard, noticeboard, illuminated sign or any article of any kind, from depositing rubbish, garden refuse or other waste matter on property adjoining the feu and from keeping animals or birds in or about the feu or the dwellinghouse and other erections thereon

without our prior written consent save that one dog and/or cat may be kept without such permission which dog and/or cat shall not prove a nuisance to the occupiers of the neighbouring subjects and we or our successors shall have the sole discretion to determine whether or not such dog and/or cat constitute a nuisance; and

(Eight)

All matters which fall to be determined by arbitration in accordance with the specific provisions to that effect herein contained shall be submitted to the amicable and final decision of a single arbiter to be mutually chosen or failing agreement such arbiter as is appointed by the Sheriff of South Strathclyde Dumfries and Galloway, at Ayr, upon application of either 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 registration of all such Decrees arbitral for preservation and execution.

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LAND REGISTER OF SCOTLAND	Officer's ID / Date	TITLE NUMBER
	9995 10/3/2010	**AYR53312**
N	ORDNANCE SURVEY NATIONAL GRID REFERENCE	70m
	NS6826 NS62NE	Survey Scale 1/2500

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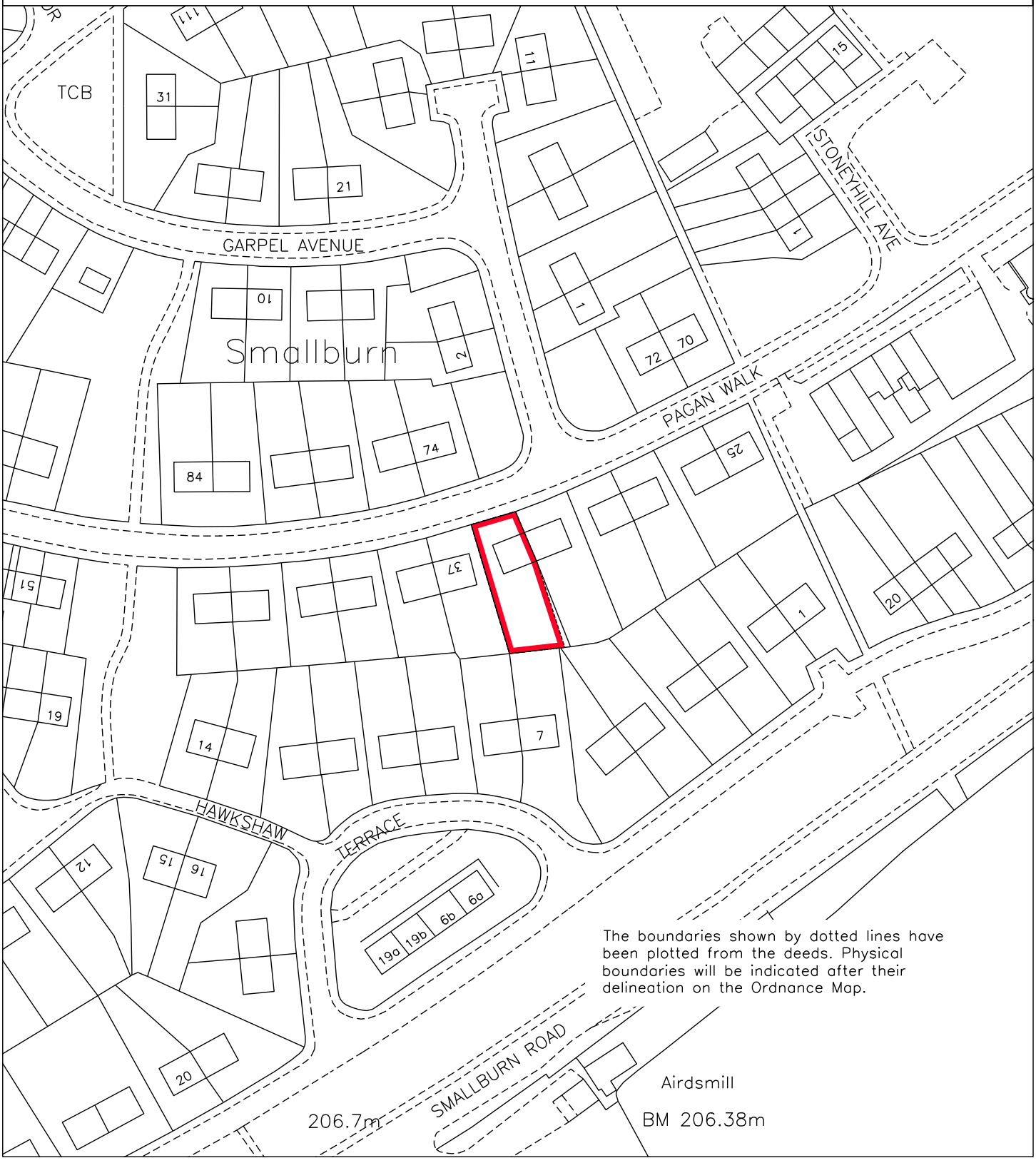

ARTICLES OF ROUP

These Articles of Roup apply to the property in Scotland being ALL and WHOLE the subjects 35 Pagan Walk, Muirkirk, KA18 3PTregistered in the Land Register of Scotland under Title number AYR53312 (hereinafter referred to as "the Lot");

which subjects are exposed for sale by public Roup by FIONA ZAIDI, residing at 14 Dundonald Road, Troon, KA10 6NR (hereinafter called "the Seller")

and that within the Braveheart Auctions ltd

5 South Charlotte Street, Edinburgh, EH2 4AN upon

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 James Guthrie & Company LLP, 3 Portland Road, Kilmarnock

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

Solicitors Firm's Signature Lilia Muir

Adhibited by LILIA MUIR

Witness Morgan Hume

Full Name Morgan Hume

Address 3 Portland Road

Kilmarnock KA1 2AN