

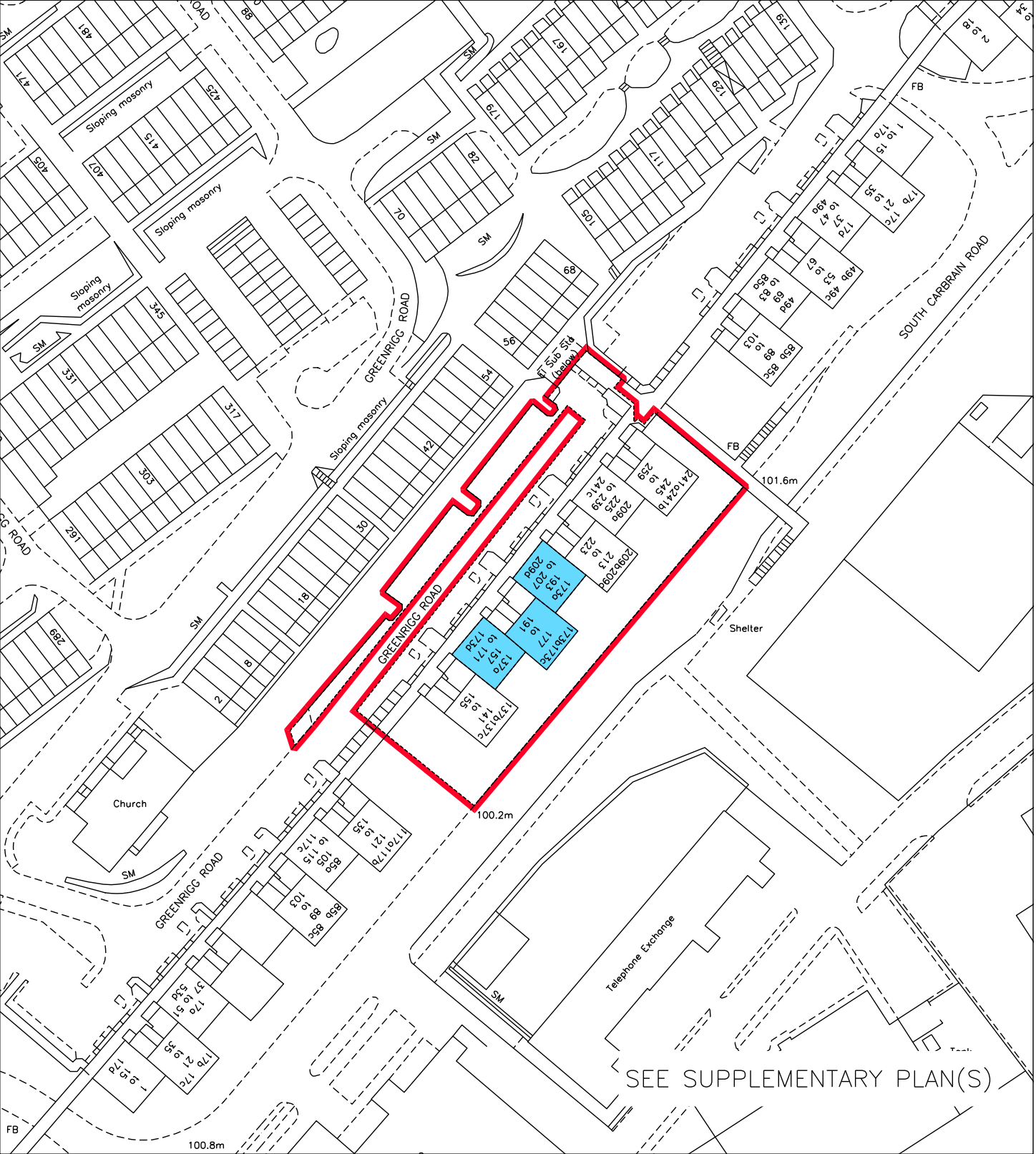


<div></div> <div>LAND REGISTER OF SCOTLAND</div>		Officer's ID / Date	TITLE NUMBER
		30122 5/8/1997	DMB25163
<div></div>	ORDNANCE SURVEY NATIONAL GRID REFERENCE		<div><div></div>70m<div></div></div>
NS7674SW NS7674SE			Survey Scale
			1/1250

CROWN COPYRIGHT © – This copy has been produced from the ROS Digital Mapping System on 24/08/2021 with the authority of Ordnance Survey under Section 47 of the Copyright, Designs and Patents Act 1988. Unless there is a relevant exception to copyright, the copy must not be copied without the prior permission of the copyright owner. OS Licence no 100041182.



LAND REGISTER OF SCOTLAND

TITLE NUMBER

DMB 25163

DB 3703

SOUTH CARBAIN ROAD

GREENRIGG ROAD

Footbridge

SUPPLEMENTARY PLAN
TO THE TITLE PLAN

NOTE: This copy is a reduction
of the original plan





LAND REGISTER OF SCOTLAND



TITLE NUMBER DMB25163

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION

25 JAN 1988

DATE TITLE SHEET UPDATED TO

19 AUG 2021

REAL RIGHT

OWNERSHIP

DESCRIPTION

Subjects 173A, GREENRIGG ROAD, CUMBERNAULD, GLASGOW G67 2QD within the land edged red on the Title Plan, being the first house on the ground floor of that part of the block 137 to 259 (odd numbers) GREENRIGG ROAD tinted blue on the said Plan, entering by the lower level common entranceway to numbers 173A to 173D GREENRIGG ROAD; Together with (One) a right of property in common with the proprietors of the remaining flatted dwellinghouses and the garages in said block of which the subjects in this Title form part in and to the following parts in so far as common and mutual to the said flatted dwellinghouses and garages (a) the solum of the ground on which the said block is erected, (b) the foundations, outside walls and roof of the said block, (c) the common sewers, drains, soil and rainwater pipes, water, gas and other pipes, gutters, conductors, the roof fascia, electric mains, cables, wires and other transmitters and pipes so far as used in common and (d) all other parts and pertinents of the said block of ground pertaining thereto which are common and mutual thereto together and (Two) the rights specified in the Deed of Conditions in Entry 1 of the Burdens Section.

Note The minerals are excepted.



LAND REGISTER OF SCOTLAND



TITLE NUMBER DMB25163

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 9 South Fens
Business Centre, Fenton Way,
Chatteris, Cambridgeshire
PE16 6TT.

**DATE OF
REGISTRATION**
05 AUG 2021

CONSIDERATION
£20,000

DATE OF ENTRY
29 JUL 2021



LAND REGISTER OF SCOTLAND



TITLE NUMBER DMB25163

C 1

C. SECURITIES SECTION

ENTRY
NO

SPECIFICATION

DATE OF
REGISTRATION

No Entry



TITLE NUMBER DMB25163

D 1

D. BURDENS SECTION

ENTRY NO

SPECIFICATION

- 1 Deed of Conditions, recorded G.R.S. (Dumbarton) 25 Jun. 1987, by Cumbernauld Development Corporation (who and whose successors are hereinafter referred to as "the Superiors") Proprietors of the following subjects, of which the subjects in this Title form part, being (1) Plot of ground, delineated within the boundaries coloured red on the Supplementary Plan to the Title Plan, with 7 blocks of houses known as 137-259 Greenrigg Road, Cumbernauld &c. thereon (hereinafter referred to as "the feuing area") and (2) Area of ground, delineated within the boundaries coloured blue on said Supplementary Plan, sets forth and declares burdens &c. in the following terms:-

In this Deed - 1. (I) "Property" means the said (1) Plot of ground and block nos 9-15 (known as 137-259 Greenrigg Road, Cumbernauld) containing sixty eight flatted dwellinghouses and all other buildings and erections thereon with the whole plant, equipment, fixtures and fittings situated on the said plot of ground. (II) "Dwellinghouse" means any one of the sixty eight flatted dwellinghouses in the Building sold or to be sold by us the Superiors, and "Dwellinghouses" shall be construed accordingly. (III) "Curtilage" means the said (2) area of ground so far as not occupied by the Property as above defined together with all access roads, ramps and paths, parking spaces, walls, fences, garages, plantus, hedges, garden, and amenity ground and any growing plants and shrubs therein. (IV) "Common Parts" means the whole parts of the Property as above defined which are used by or serve more than one Dwellinghouse and, without prejudice to the foregoing generality, includes:- the following parts of the Property, videlicet:- (a) the solum and foundations of the Property, and the space above the common areas on the lower ground floor and below the floor of the flatted Dwellinghouses on the ground floor of the said Building, if any. (b) the structural floors whether of concrete and/or other materials. (c) the outside walls and cladding thereof, mutual division walls, the window frames and window glass of all parts which are common and halls, passages,



D. BURDENS SECTION

ENTRY NO

SPECIFICATION

stairways, landings and entrances (but not the window frames and glass in the windows of the Dwellinghouses). (d) all load bearing walls and/or columns whether situated within a Dwellinghouse or not but wheter situated within a Dwellinghouse excluding the screeding, plasterwork and finishes thereof. (e) the roofs, and all erections and protrusions on the roof, the refuse chutes, and all internal trunking, together with the rooflights, and all soil pipes; right of access thereto and to the roof space will be given for maintenance purposes by the proprietors of the top floor maisonettes. (f) the entrance halls, passageways, stairways and landings, together with any carpets or other floor coverings thereon and the walls and ceilings, the fire doors and fire windows enclosing the same, and the attic space above the same, if any, the railings thereof and the stair lights, and all furniture and furnishings therein, and the external stairs and landings leading to the said Property together with the walls and foundations thereof and the railings enclosing the same. (g) the walkways and staircases shown coloured yellow on said Supplementary Plan within the boundary of the entrances numbered 137-259 Greenrigg Road, and extending to and including the four link garages on the south west side of entrance number 9, and the four lock-up garages on the east boundary under the walkway known as the Cross Town link, the car parking areas on the north side of Greenrigg Road, also coloured yellow on said Supplementary Plan, shall be upheld, repaired and maintained on a common basis by the proprietors of the said Dwellinghouses numbered 137-259 Greenrigg Road, except insofar as the surface thereof is maintained by the Strathclyde Regional Council; without prejudice to the foregoing, the general upkeep and cleanliness of said walkways and staircases together with the gullies and drainage outlets of same shall be the responsibility of said proprietors except insofar as mantained by the Cumbernauld and Kilsyth District Council. (h) the post boxes, if any, situated on the common entrance hall on the ground floor of the said building. (i) all compartments or areas used for storage



TITLE NUMBER DMB25163

D 3

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

except such compartments or areas as are contained within a Dwellinghouse. (j) main water supply pipes, including main risers, lateral mains and all cable ducts and branch pipes leading to Dwellinghouses, the disused flues and pipes, water storage tanks, storage tanks, break tanks, cisterns, feed pumps and overflows, (except insofar as situated within and serving exclusively any one Dwellinghouse). (k) electrical switch gear and all main electric cables and conductors but excluding electric cables and conductors so far as enclosed within and serving exclusively any one Dwellinghouse. (l) mechanical ventilation ducts affecting any individual flats within the block known as 9-15, will be the responsibility of the individual proprietors of the aforementioned Dwellinghouses which are served by these ducts; and all other fan motors and ventilation ductos. (m) drains, soil pipes and sewers of every description, rhones, gutters and conductors, drainage traps and manholes, except insofar as serving exclusively any one Dwellinghouse. (n) the television aerial system and television outlets up to the point where the outlet enters the socket serving a Dwellinghouse. (o) the security system serving the said Dwellinghouse and the security system serving the four courtyard flatted Dwellinghouses. (p) lighting equipment for the curtilage and for all entrance halls, passages, stairs and landings, the emergency lighting and floodlighting equipment, if any. (q) the bulk refuse bin storage area of the said building, together with the walls, doors, ceilings and windows enclosing the same, metal gate, lighting and all ironmongery thereof. (V) "Common Charges" means and includes:- (a) the whole expenses incurred from time to time in respect of the repair, maintenance and renewal and any authorised improvement of the Property, the Common Parts and the Curtilage. (b) all Local Rates, taxes, charges, assessments, and other outgoings payable from time to time in respect of the Common Parts, if any. (c) the remuneration of the Factor appointed and the reimbursement to him of any expenses properly incurred by him in performing his duties in relation to the Property, the



TITLE NUMBER DMB25163

D 4

D. BURDENS SECTION

ENTRY NO

SPECIFICATION

Curtilage and the Common Parts. (d) the cost of lighting, and heating, if any, the Common Parts. (e) the cost of cleaning the Common Parts. (f) the cost of insuring the Common Parts, and (g) any other expenses, however arising, in relation to the Property, the Curtilage and the Common Parts which should properly be borne equally by all the proprietors of the Dwellinghouses. (VI) "Minerals" means the whole metals, minerals and other substances in and under the Property which are or may become workable commercially other than petroleum as defined in the Petroleum (Production) Act 1934 and coal and mines of coal and rights annexed thereto as defined in the Coal Act 1938 now vested in the National Coal Board by virtue of the Coal Industry Nationalisation Act 1946. (VII) "month" means a calender month. (VIII) "Superiors" means us and our successors in the superiority of the Property and the Curtilage. (IX) "proprietor" means a person or persons who has/have purchased a Dwellinghouse and includes, where a proprietor is deceased, his or her executor or, where the estates of the proprietor have been sequestrated, his or her trustee in bankruptcy or where a proprietor has granted a trust deed for behoof of creditors the trustee acting thereunder and generally any person for the time being legally entitled to a Dwellinghouse and "proprietors" shall be construed accordingly. (X) "Factor" shall be the person, firm or company who may be appointed in accordance with the provisions of Clause (8) of this Deed. (XI) "Residents Association" means the body constituted in accordance with Clause (9) of this Deed. (XII) "arbiter" means any arbiter appointed in accordance with Clause (10) of this Deed. (XIII) Words importing masculine shall include the feminine. 2. There shall be reserved to the owners thereof all minerals within or under the said areas shown delineated blue and red on the said plan annexed in terms of their title thereto including without prejudice to the foregoing generality all rights in relation thereto and the workings thereof possessed by them; Declaring however, that as regards the said minerals there are hereby assigned to the proprietors of the said sixty eight flatted



D. BURDENS SECTION

ENTRY NO

SPECIFICATION

dwellinghouses all rights competent to the Superiors for support, compensation for damage or otherwise for protection and restoration of the surface thereof; Declaring further that the Superiors shall have no liability or responsibility of any kind whatsoever for any loss, damage or injury sustained by the said proprietors in consequence of any prior or earlier working of the said minerals. 3. (a) The Superiors shall have:- (i) a right of access to and use of the Property and the Curtilage or any part thereof for the construction, installation, maintenance and repair of any electricity mains and cables, gas supply mains and water mains and supply pipes, sewage disposal pipes, drainage outlets, television or radio connections or apparatus and all other services as the Superiors may hereafter consider necessary for the proper servicing of any land or buildings within the said New Town of Cumbernauld and that by such route or routes and in such manner as the Superiors in their absolute discretion see fit and (ii) a right of access to the Property and any part thereof at all reasonable times for the purpose of inspection of the same and of the state of maintenance thereof. The rights reserved to the Superiors may be exercised by the Factor, and by tradesmen and contractors employed by the Superiors or by the Factor. (b) There are reserved (i) a servitude right of using any electricity mains or cables, gas supply pipes and ducts, water supply pipes, sewage disposal pipes, and drainage pipes or outlets are present laid in, over or under the Property, although not serving the Property or not serving the Property exclusively, in favour of the subjects served by these services and the proprietors thereof, and right of access thereto at all reasonable times for the purposes of repairing, maintaining and renewing the same and (ii) any servitude right of wayleave or access granted or their predecessors in title in favour of British Telecommunications, the Electricity Supply Authority, the Gas Supply Authority and other Statutory Undertakers for placing and maintaining telegraph and telephone poles, stays, ducts, wires and cables, pipes, sewers, drains and others



TITLE NUMBER DMB25163

D 6

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

in, over or under the Property. 4. (a) Each Dwellinghouse shall be held by the proprietor thereof in all time coming subject to the conditions of this Deed. (b) The proprietor for the time being of each Dwellinghouse shall be bound to maintain the Dwellinghouse in a good state of repair and shall be responsible for the repair and maintenance of such Dwellinghouse and the fittings and fixtures therein and for the renewal, if and so far as necessary, of any part or parts thereof at his own expenses. (c) The proprietor of any Dwellinghouse shall be bound to permit access at all reasonable times to and through such Dwellinghouse to the Factor, and to any tradesmen employed by him or them for the purpose of executing any repairs, maintenance or renewals of the Common Parts or any part thereof of any of the Dwellinghouses and to the proprietor of any other Dwellinghouse for the purpose of executing any emergency maintenance or emergency renewals of the Common Parts or any part thereof or of any of the Dwellinghouses. (d) All the Dwellinghouses shall be used and occupied in all time coming for residential purposes. None of the Dwellinghouses shall be used for any other purpose whatever nor be sub-divided nor occupied by more than one family nor used as a shop or workshop of any description nor for the purpose of teaching music, singing or elocution nor as a private school nor for the carrying on of any profession, trade or business whatsoever. (e) No structural or external alternal alterations shall be made to any Dwellinghouse or to any part of such Dwellinghouse (including the roof and roof space and basement) except with the prior consent in writing of the Superiors. (f) The proprietor of a Dwellinghouse shall not be entitled to paint, decorate, or in any way alter the external appearance of the Building or the windows or the outside doors thereof, nor shall he be entitled to paint, decorate or alter the appearance of the Common Parts it being expressly provided that in order to preserve the uniformity of the outward appearance of the Building and of the Common Parts all painting thereon shall only be dealt with in the



TITLE NUMBER DMB25163

D 7

D. BURDENS SECTION

ENTRY NO

SPECIFICATION

manner herein provided for with regard to common or mutual operations or repairs. (g) There shall not be erected or affixed to or allowed to depend from the outside walls or windows of any Dwellinghouse any notice, plate, sign or other device, without consent. (h) There shall not be kept in or about any of the Dwellinghouses or in any other part of the Property any animal or bird of any kind which shall prove a nuisance to neighbouring proprietors; declaring that the Superiors shall be the sole judge as to whether or not any such animal or birds are or may become a nuisance; only one domestic animal shall be permitted per household. (i) None of the Dwellinghouses shall be let or used for any purpose or in any such way as may be let or used for any purpose or in such way as may in the opinion of the Superiors constitute a nuisance or affect adversely the amenity of the Property. 5. Any compartments or outbuildings in the Building which are not used exclusively as residence and the Curtilage shall be used in all time coming as ancillary buildings or amenity ground in connection with the Dwellinghouses and for no other purpose. Without prejudice to that generality no part of the Curtilage shall be let to any person or used for any business or trade of any kind and all garden and amenity ground and plants and shrubs thereon shall be kept in a neat and tidy condition. The parking areas in the Curtilage shall only be used for parking private cars and motor cycles and no commercial vehicles, trailers, caravans, caravenettes and marine craft, or any vehicle other than private motor cars and motor cycles shall be parked thereon at any time. All access roads, ramps and paths forming part of the Curtilage shall be kept clear and free from obstruction and shall not be used only for the purpose of parking vehicles of any nature whatsoever or other objects. The bulk refuse storage area shall be used only for the storage of refuse and for no other purpose whatsoever. 6. The Common Parts specified in Clause 1 (IV) hereof shall belong to each of the proprietors of the sixty eight Dwellinghouses in common. (1) There will be appointed a Factor who will be responsible



D. BURDENS SECTION

ENTRY NO

SPECIFICATION

for supervising the common repairs to and maintenance of the Property, the Curtilage and the Common Parts and apportioning the cost thereof among the proprietors in accordance with this Clause. The Superiors shall be entitled to appoint a Factor in the first instance for a period of two years commencing from and after the completion of the first Dwellinghouse. (2) The proprietor of each Dwellinghouse shall be liable, in common with the proprietors of all other Dwellinghouses for payment as herein provided of the Common Charges in the proportion of a percentage share in respect of each Dwellinghouse and Value Added Tax or other tax which is or may from time to time become legally payable thereon in respect of the Common Parts specified in Clause 1 (IV). Any proprietor or proprietors failing to meet their liability for common charges, and the Factor having exercised all methods for recovery, any outstanding balance due for common charges to the Factor shall be shared equally by the other proprietors in block nos. 9-15. (3) The proprietors of each of the Dwellinghouses shall be bound to maintain the Property, the Common Parts and the Curtilage in a good state of repair and shall be liable for a share of the cost of the maintenance, renewal, repair and upkeep thereof as herein provided. (4) In the event of a Factor being appointed the proprietor of each Dwellinghouse shall be liable jointly with the proprietors of all other Dwellinghouses for the payment of the following charges in the proportions provided herein; (a) A management fee payable quarterly in arrears at 1 April, 1 July, 1 Oct. and 1 Jan. in each year to the Factor appointed as aforesaid. (b) An advance maintenance charge/float of £20.00 for each of the Dwellinghouses payable in the first quarter to the Factor. 7. The Dwellinghouses and Curtilage shall be constantly insured against loss by fire and other risks normally insured against with an established Insurance Company for the full reinstatement value of the respective Dwellinghouses (increased to cover professional fees) and shall be taken out by the Factor on behalf of the co-proprietors and security holders and shall be reviewed



D. BURDENS SECTION

ENTRY NO

SPECIFICATION

annually. The proceeds of any insurance claim shall be used for the reinstatement of the damage in respect of which the claim was made. 8. (1) The Factor shall be appointed in terms of Clause (6) hereof and his appointment may be renewed or terminated by the Residents Association. (2) The remuneration of the Factor and the terms and conditions of his appointment shall be determined from time to time by the Residents Association. (3) The Factor shall have the powers conferred on him and perform and duties imposed on him by this Deed and by the Residents Association in terms of Clause (9) hereof. 9. (1) On completion and sale of the last flatted Dwellinghouse the appointed Factor shall arrange the setting up of a Residents Association whereby the proprietor of each Dwellinghouse shall become a member of such an Association and the proprietor shall have only one vote in deciding matters of common interest to the entire block of flatted Dwellinghouses; such a Residents Association shall have no power in deciding the maintenance and upkeep of the property without a majority consent from the proprietors of the sixty eight Dwellinghouses known as numbers 137-259 Greenrigg Road, Cumbernauld. (2) Subject as aftermentioned, the Residents Association may convene a general meeting of residents at not less than seven days notice and with a quorum no less than seven proprietors shall have power (i) to appoint a Factor; (ii) to have executed any works or repair or maintenance, decoration, renewal, improvements et cetera of the Common Parts or any part thereof. (3) The proprietors of any seven of the sixty eight Dwellinghouses shall have the power to call a meeting of the Residents Association to be held at such reasonably convenient time and place as the conveners of the said meeting may determine and which time and place of meeting at least seven days' notice in writing shall be given by or on behalf of conveners of the said meeting to the other proprietors and at any meeting so convened any of the proprietors may be respresented by a mandatory; the proprietors present or their mandatories shall be entitled to one vote for each Dwellinghouse owned by him



D. BURDENS SECTION

ENTRY NO

SPECIFICATION

or his principal; DECLARING that in the event of any of the said Dwellinghouses being owned by two or more persons only one such person shall be entitled to vote and in no case shall more than one vote be allowed in respect of a Dwellinghouse; all resolutions of the Residents Association will be passed by a majority of the votes cast and the resolution so passed shall be binding upon all proprietors whether assenting or not. 10. (1) All questions, disputes or differences which may arise between the several proprietors of Dwellinghouses or any of them arising directly or indirectly from the provisions of this Deed or generally in relation to the Property or any part thereof shall be referred to the decision of an arbiter to be appointed by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors on the application of any person interested. (2) The arbiter may appoint an assessor and may order the execution of works and allocate the expense of works and the costs of the reference and decern accordingly. (3) The decision of the arbiter shall be final and binding upon all concerned and may not be referred to any Court either on a point of fact or law. 11. The whole conditions, provisions, obligations, stipulations, declarations, servitudes and others contained in this Deed shall be enforceable by the Superiors and by any one or more of the proprietors of the Dwellinghouses and shall be binding upon the Superiors and upon all proprietors of Dwellinghouses inter se in all time coming.

Note: The said Supplementary Plan is a copy of the Deed Plan.

- 2 Feu Contract containing Feu Disposition by Cumbernauld Development Corporation (who and whose successors are hereinafter referred to as "the Superiors") to Thomas Rooney and Lorraine MacDonald and their assignees and disponees (hereinafter referred to as "the Feuar"), registered 25 Jan. 1988 of the subjects in this Title, contains the following condition:



TITLE NUMBER DMB25163

D 11

D. BURDENS SECTION

ENTRY
NO

SPECIFICATION

If the Feuar shall at any time contravene or fail to implement any of the burdens, conditions, restrictions, provisions or others contained in the Deed of Conditions in Entry 1 then notwithstanding any changes of ownership on either or both sides during or since the period or date of default all acts and deeds of contravention and also this feu right and all that may have followed thereon shall, in the option of the Superiors become void and null and the Feuar shall forfeit all right and title in and to the feu and buildings thereon which shall in that event revert to the Superiors in like manner as if these presents had never been granted and in addition the Feuar shall remain liable to the Superiors for performance of the whole prestations incumbent on the Feuar under these presents prior to the date of such forfeiture.