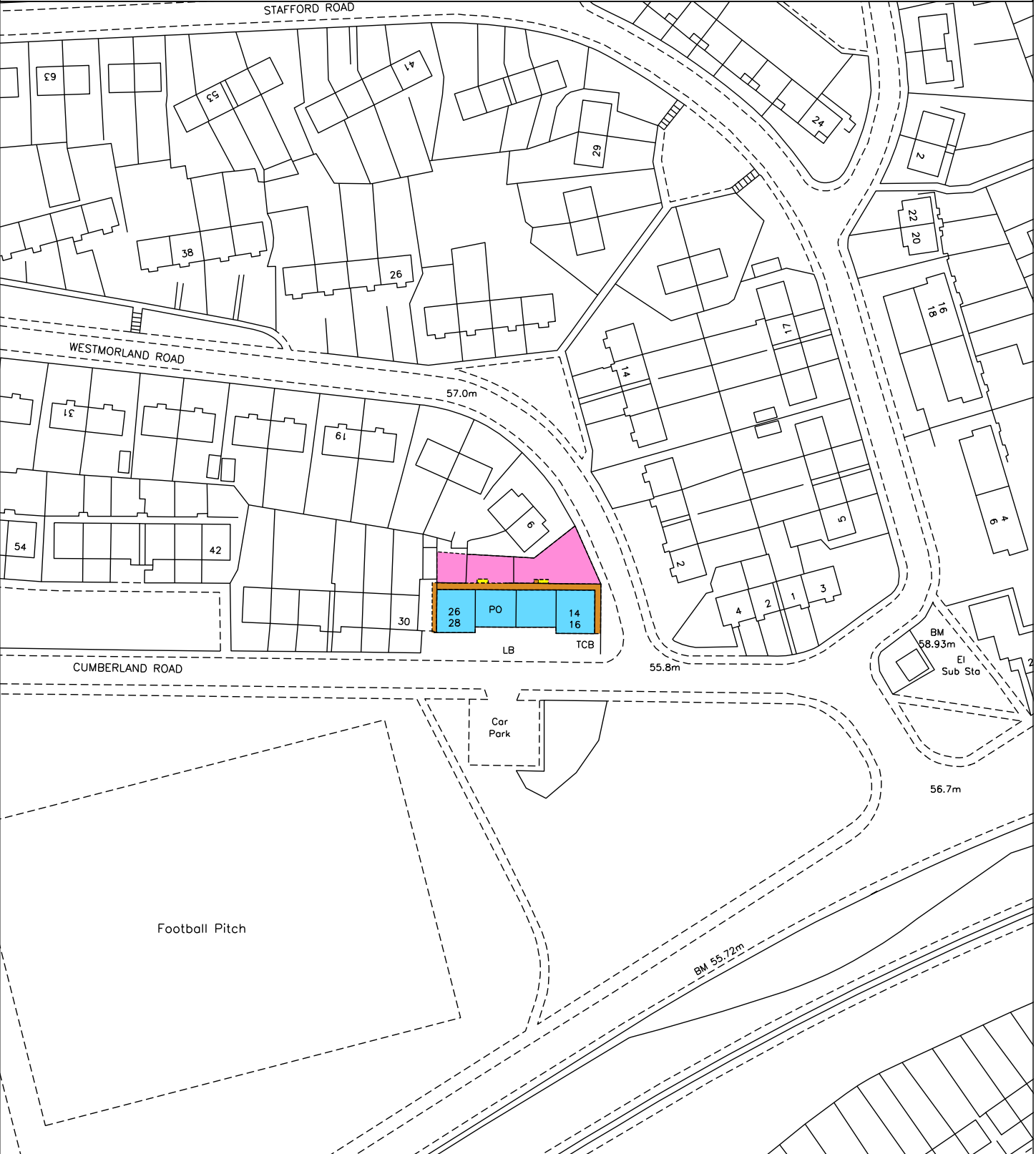


<div>LAND REGISTER OF SCOTLAND</div>	Officer's ID / Date	TITLE NUMBER
	3945 23/4/1999	<b>REN94477</b>
<div>ORDNANCE SURVEY NATIONAL GRID REFERENCE</div>	<div>70m</div>	
NS2475SE NS2475NE	Survey Scale	
	1/1250	

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TITLE NUMBER REN94477

A 1

## A. PROPERTY SECTION

**DATE OF FIRST REGISTRATION**  
02 APR 1998

**DATE TITLE SHEET UPDATED TO**  
28 APR 2023

**REAL RIGHT**  
OWNERSHIP

### DESCRIPTION

Subjects being the westmost upper floor house at 18 CUMBERLAND ROAD, GREENOCK PA16 0TW of the block of shops and houses 14 to 28 (even numbers) CUMBERLAND ROAD tinted blue on the Title Plan; Together with a right in common with the proprietors of the remaining dwellinghouses and shops in the tenement 14 to 28 Cumberland Road, Greenock in and to (a) the solum on which the said tenement is tinted blue on the said plan, (b) the common footpaths situated at the side and rear of the said tenement tinted brown on the said plan, (c) the common drying green and bin stores situated at the rear of the said tenement tinted pink and yellow respectively on the said plan, (d) the forecourt lying between the front building line of the said tenement and the heel of the footpath on the north side of Cumberland Road, aforesaid; Declaring that the said forecourt shall remain open and unbuilt on and that nothing which might be deemed an obstruction to the free passage of the public shall be placed thereon, (e) the common door entry system (where applicable), and (f) the two common closes, 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



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TITLE NUMBER REN94477

A 2

## A. PROPERTY SECTION

proprietor to enter upon the other shops and dwellinghouses or any part thereof at all times for all necessary purposes provided that the proprietor 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.

Note                      The minerals are excepted. The conditions under which the minerals are held are set out in the Disposition in Entry 2 of the Burdens Section.



# LAND REGISTER OF SCOTLAND



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TITLE NUMBER REN94477

B 1

## B. PROPRIETORSHIP SECTION

### ENTRY PROPRIETOR

#### NO

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

DATE OF  
REGISTRATION  
28 APR 2023

CONSIDERATION  
£178,500

DATE OF ENTRY  
20 APR 2023



# LAND REGISTER OF SCOTLAND



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TITLE NUMBER    REN94477

C 1

## C. SECURITIES SECTION

ENTRY NO	SPECIFICATION	DATE OF REGISTRATION
1	Standard Security for £24000 and further sums by AJAY AHUJA 2 FEN VIEW, DODDINGTON, MARCH, PE15 0SN to ROYAL BANK OF SCOTLAND PLC incorporated under the Companies Acts (Company Number SC090312), Mortgage Centre, Cartsdyke Avenue, Cartsburn East, PO Box 123, Greenock PA15 1EF.	16 AUG 2004



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TITLE NUMBER REN94477

D 1

## D. BURDENS SECTION

### ENTRY NO

### SPECIFICATION

- 1 Disposition by Duncan Darroch to Corporation of Greenock and their successors and assignees, recorded G.R.S. (Renfrew) 13 Sep. 1947, of 120 Acres of ground, of which the subjects in this Title form part, contains the following burdens:-

(First) There is reserved to me and my successors in the Estate of Gourock the right to effect connections from any existing buildings, to any roads and sewers or other services constructed or to be constructed within the said area of ground hereby disposed so far as practicable and that free of charge; (Second) There is reserved to the Provost, Magistrates and Councillors of the Burgh of Gourock a wayleave for a water pipe along the route marked by a blue line from the point A to the point B on the plan annexed hereto; (Third) The said Corporation and their foresaids shall provide reasonable access to the farm buildings of Auchmead remaining vest in me; (Fourth) The said Corporation and their foresaids shall at their own expense erect stockproof fences along the boundaries of the said area of ground hereby disposed in so far as they adjoin ground remaining vest in me, the said Corporation being entitled to recover one half of the cost of erecting the said fences from the proprietors of the adjoining ground when and in so far as the same may be feued or sold and which fences shall thereafter in all time coming be maintained by the said Corporation and their foresaids and the proprietors of the adjoining ground and their successors respectively; And I bind and oblige myself and my successors to take the person or persons to whom the said adjoining ground may be feued and disposed bound to make payment of such half cost of erection to the said Corporation and their foresaids, but the said Corporation and their foresaids shall have no claim against me and my foresaids for the recovery of such half cost of erection.

Note: If the said wayleave for a water pipe along the route A to B on the deed plan affects the subjects in this Title,



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TITLE NUMBER REN94477

D 2

## D. BURDENS SECTION

### ENTRY NO

### SPECIFICATION

to that extent it will be shown by a broken blue line on the Title Plan.

- 2 Disposition by Inverclyde Council, (who and whose successors are hereinafter referred to as "the Council"), to Mary Donnachie Hamill and her executors and assignees, (hereinafter referred to as "the Disponee"), registered 2 Apr. 1998, 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 disposed 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 30 Oct. 1997, shall be erected on the said subjects hereinbefore disposed 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 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.



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TITLE NUMBER REN94477

D 3

## D. BURDENS SECTION

### ENTRY NO

### SPECIFICATION

3. The said dwellinghouse shall be used solely as a single dwellinghouse for the private occupation of one family only and the Donee will be prohibited from using the said dwellinghouse and the remainder of the subjects hereinbefore disposed 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 disposed 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 disposed 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 handicrafts 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 Donee shall be bound and obliged to maintain at his own cost and expense the said subjects hereinbefore disposed in good order, condition and repair and the Donee 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 Donee shall from time to time comply with and carry





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TITLE NUMBER REN94477

D 4

## D. BURDENS SECTION

### ENTRY NO

### SPECIFICATION

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 disposed 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 disposed and 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 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



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TITLE NUMBER REN94477

D 5

## D. BURDENS SECTION

### ENTRY NO

### SPECIFICATION

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 and shops in the said tenement and others deriving right from them a right of access at all necessary times over so much of the subjects hereby disposed 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 and shops 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 common drying green tinted pink on the said plan, the common bin stores tinted yellow on the said plan, the common paths tinted brown on the said plan, the door entry system (where applicable), the two common closes, 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 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



## D. BURDENS SECTION

### ENTRY NO

### SPECIFICATION

thereto, all water pipes and mains, outfall drainage pipes, drainpipes and drains, sewers, gas pipes, electricity cables and transformers, telephone cables and wires, pylons, stays, manholes or other appurtenances, and all other common parts, services or wayleaves in, on, under, over or through the said subjects hereinbefore disposed together with the right to enter upon the said subjects hereinbefore disposed 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 disposed unless such loss, injury or damage may have arising as a result of negligence on the part of the Disponent, 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 Disponent shall be liable exclusively for the subjects hereinbefore disposed and along with the proprietors of the remaining dwellinghouses and shops in the said tenement shall be responsible for the maintenance and repair of and a proportionate share of the cost of 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, the said drying green, the said common paths, the said common bin store, door entry system (where applicable), foundations, gables, outside walls, attic roof space (where applicable), roof and access thereto, gutters and chimney stacks (but excluding chimney cans), the



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TITLE NUMBER REN94477

D 7

## D. BURDENS SECTION

### ENTRY NO

### SPECIFICATION

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 disposed, the Disponee's liability for the last-mentioned cost being four point eight seven per centum (4.87%), being the proportion which the rateable value of the subjects bears to the total rateable value of all the shops and dwellinghouses within the said tenement in accordance with the Valuation Roll as at the 31st March 1992; Declaring that when a majority of the proprietors (counting one vote only per dwellinghouse or shop) of the dwellinghouses or shops within the said tenement consider it desirable that repairs be effected thereto they may instruct the same to be carried out and the remaining proprietors shall be liable, as shall all proprietors be liable, for their proportionate share on the basis of rateable value 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 disposed 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



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TITLE NUMBER REN94477

D 8

## D. BURDENS SECTION

### ENTRY NO

### SPECIFICATION

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 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 disposed 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 so long as it may be the proprietors of any of the said shops or dwellinghouses hereinbefore mentioned shall be entitled to act as Common Factors or to nominate and appoint Factors in respect of the said dwellinghouses and shops 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 notwithstanding the terms of Clauses 6 and 10 hereof; Declaring that in the event of the Council ceasing to be the proprietors of any of the said shops or dwellinghouses the proprietors thereof shall be entitled to nominate and appoint Common Factors as aforesaid on a majority basis each dwellinghouse and shop having one vote and the said Factors appointed shall have the same powers as aforementioned.

14. The Disponee along with the proprietor of the upper floor westmost flat also known as Number 18 Cumberland Road, aforesaid shall be responsible for the upkeep, maintenance



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TITLE NUMBER REN94477

D 9

## D. BURDENS SECTION

### ENTRY NO

### SPECIFICATION

and repair of the common close, stairways and walls enclosing the same situated in the east of the said tenement and shall free and relieve the proprietors of the remaining shops and flats in the tenement of any cost related thereto now and in all time coming.

15. Declaring that the proprietors of the shops within the said tenement will free and relieve the Disponee and others deriving right from the Disponee of the cost of maintaining and repairing the forecourt situated between the front building line of the said tenement and the heel of the footpath in Cumberland Road, aforesaid; the proprietors of the said shops each being responsible for the cost on the basis of a share corresponding to the proportion which the assessed rental of the subjects bears from time to time to the total assessed rental of the five shops in the said tenement.

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 disposed 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.

- 3 Notice of Potential Liability for Costs in terms of section 12 of the Tenements (Scotland) Act 2004 by River Clyde Homes a Registered Social Landlord, being also a registered Scottish charity (charity number SC038584), registered as a company limited by guarantee under the Company Acts with registered number SC329031, having its registered office at Roxburgh House, 102-112 Roxburgh Street, Greenock PA15 4JT as Property Factor Managers Block 14-28 Cumberland Road, Greenock PA16 0TW in respect of costs relating to maintenance or work described therein as general repairs, investment & environmental works, maintenance, insurance and management incurred from October



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TITLE NUMBER REN94477

D 10

## D. BURDENS SECTION

### ENTRY NO

### SPECIFICATION

2012 to date with general repairs, investment & environmental works, maintenance, insurance and management to be carried out in the future in respect of subjects in this Title

dated 6 February 2019 registered 11 February 2019.

- 4 Notice of Potential Liability for Costs in terms of section 12 of the Tenements (Scotland) Act 2004 by River Clyde Homes, a Registered Social Landlord, being also a registered Scottish charity (charity number SC038584), registered as a company limited by guarantee under the Company Acts with registered number SC329031, having its registered office at Clyde View, 22 Pottery Street, Greenock, PA15 2UZ as Property Factor Managers of block 14-28 Cumberland Road, Greenock, PA16 0UG, in respect of costs relating to maintenance or work described therein as general repairs, investment and environmental works, maintenance, insurance and management incurred from October 2018 to date, together with general repairs, investment and environmental works, maintenance, insurance and management to be carried out in the future, in respect of Flat 1/1, 18 Cumberland Road, Greenock, PA16 0TW, dated 3 March 2022, registered 5 April 2022.