



# Title Information: ANG72441

## Search summary

Date/Time of search	10-11-2022 09:20:54
---------------------	---------------------

Transaction number	SCO-12765752
--------------------	--------------

User Reference	45434.1
----------------	---------

# Section A

**ANG72441**

## Property

<b>Date of first registration</b>	10-01-2017
<b>Date title sheet updated to</b>	10-01-2017
<b>Hectarage Code</b>	0
<b>Real Right</b>	OWNERSHIP
<b>Map Reference</b>	
<b>Title Number</b>	ANG72441
<b>Cadastral Unit</b>	ANG72441
<b>Sasine Search</b>	<u>60849</u>
<b>Property address</b>	1-3 MURRAYGATE, DUNDEE DD1 2EE

## Description

Subjects part of cadastral unit ANG72441 edged red on the cadastral map being 1-3, MURRAYGATE, DUNDEE DD1 2EE being the basement shop premises tinted pink on the supplementary data 1 to the title sheet, the ground floor shop premises tinted pink on the supplementary data 2 to the title sheet, and the first floor shop premises tinted pink on the supplementary data 3 to the title sheet of the block 1 to 3 MURRAYGATE and 61 and 63 COMMERCIAL STREET. Together with a right in common with the other proprietors of the building forming Numbers 61 and 63 Commercial Street and 1 to 3 Murraygate, aforesaid in and to (a) the solum on which the said last mentioned building is erected and all structural elements of the said building including, without prejudice to the generality, the roof, external and mutual or common gable walls, the foundations and any part of the building on which the structural integrity of the building depends, (b) that portion lying between first floor level (including the first floor landing and air space thereof) and basement floor level of the common staircase in the last mentioned building and the passageway connecting the said staircase with the open court at the rear of the said building with the stairs, stair landings, stair railings in and the walls and ceilings enclosing the said portion of the said staircase the location of such portion of the said staircase tinted brown on all supplementary data to the title sheet, (c) all sewers, soil and surface water drains, main supply water pipes, gas and electric mains, telephone cables and equipment, external lighting, pipes, cables and all other transmitters all in so far as the same are used or intended to be used in common by and for the benefit of the proprietors of the said building and (d) all other parts, pertinents, fixtures and fitting, of or used in connection with the said building which are common or mutual or the use of which is or is intended to be common or mutual to the proprietors of the said building, (Two) a free right of pedestrian egress, exercisable only in the case of fire or similar emergency over that staircase the location of which is tinted yellow on supplementary data 2 and 3 to the title sheet. Together also with the rights specified in the Deed of Conditions in Entry 2 and the Minute of Agreement in Entry 3 of the Burdens Section.

This is a Copy which reflects the position at the date the Title Sheet was last updated.

© Crown copyright 2022

## Section B

**ANG72441**

### Proprietorship

MURRAYGATE ASSETS LIMITED registered under the Companies Acts, (Company Number 10342191), and having its Registered Office at Maybrook House, 40 Blackfriars Street, Manchester, M3 2EG.

<b>Entry number</b>	1
<b>Date of registration</b>	10-01-2017
<b>Date of Entry</b>	05-12-2016
<b>Consideration</b>	£1,550,000

This is a Copy which reflects the position at the date the Title Sheet was last updated.  
© Crown copyright 2022

## Section C

**ANG72441**

### Securities

<b>Entry number</b>	1
<b>Specification</b>	Standard Security by said MURRAYGATE ASSETS LIMITED to ATOM BANK PLC incorporated under the Companies Acts (Registered Number 08632552), Registered Office Northumbria House, Aykley Heads, Durham DH1 5TS.
<b>Date of registration</b>	10-01-2017

This is a Copy which reflects the position at the date the Title Sheet was last updated.

© Crown copyright 2022

## Section D

**ANG72441**

### Burdens

Number of Burdens: 3

#### **Burden 1**

Feu Contract containing Feu Disposition by Commissioners of Police for Dundee to David Bremner and another, recorded Dundee B.R. 27 Mar. 1878, of subjects at Commercial Street, contains the following burdens:

Declaring that the parties of the Second part and their foresaids shall be bound to erect and always to maintain upon the said subjects hereby disposed good and substantial stone and slated buildings and that to such extent on or over the area of the said subjects hereby disposed and agreeably to such plans and elevations of the buildings proposed as shall be submitted to and approved of by the Commissioners and without such previous approval no building shall be commenced or proceeded with and without prejudice to what is before written, it is also hereby specially provided and declared that buildings consisting of shops and flats above of not more including said shops than four storeys in height with saloons of one storey behind shall be alone erected but with a power to the Commissioners to sanction and allow the erection of a Bank or other public office: that all the buildings shall be of stone of an uniform colour from local quarries or other quarries to be approved of by the Commissioners: that all elevations to Streets shall be of polished ashlar and that such ashlar and all other building materials and workmanship shall be of good quality and executed to the satisfaction of the Commissioners or of their Surveyor for the time and all ashlar laid on its natural bed and that the said Second parties and their foresaids shall also be bound to maintain, renew and uphold the said buildings so to be erected or buildings of the same elevation, style and description in proper order and repair and in no case shall they be entitled to alter the external appearance of the buildings in any respect whatever so as to produce or lead to any departure or deviation from the approved elevations. That the open Court shall only be laid out and opened as and when and to such extent as the Commissioners shall think fit and the said Second parties or their foresaids shall not have any claims of damages or compensation or other claim whatever against the Commissioners on account of delay in the laying out or opening of the same or on any ground connected therewith; but if and when and to the extent the said Court shall be laid out and opened the same shall never be built on but the said Second parties as the feuars of said Lot Number Three and such other feuair or feuars or adjoining or other proprietors or proprietors or other parties whomsoever as the said Commissioners may think proper to confer the privilege upon shall as and when and to the extent the court may be laid out and opened have the use of the said Court for loading and unloading goods to and from the buildings erected or to be erected adjoining to the said Court and all lawful access to and from the said open Court by the proposed covered passage of entry as and when made; Declaring that said passages or entry is proposed to be of a width not less than twelve feet and of a height not less ten feet six inches but that it and the said open Court respects to the approval of the Commissioners of Police for the Burgh of Dundee and shall both be formed and laid out and paced and flatted to such extent and in such way as the Commissioners may desire and require at the cost and expence of the feuars of the lots abutting thereon in proportion to their frontages thereto; Declaring also that the Commissioners shall be entitled to alter or modify the said open

Court at pleasure and to confer any privilege or use of the same upon any other party or parties they may think proper and likewise declaring that the said Second parties and their foresaids shall not obtain or acquire any right to interest in the said Court farther than to the extent it may from time to time he opened up and at no time further north than in a line with the covered passage or entry aforesaid.

(SECOND) That all gables required for buildings on Lots bounding each other shall be placed and built as mutual gables and paid for by the Feuars mutually but the first parties shall not be liable for any part of the expense of gables to unsold Lots on areas or of gables next to property lying beyond the limits of the first parties lots or areas which last mentioned gables shall be placed and built wholly upon the Lots feued next to such property.

## **Burden 2**

Deed of Declaration of Conditions, recorded G.R.S. (Angus) 10 Oct. 1984, by CIN Properties Limited, proprietors of subjects bounded on the south west by Commercial Street and on the west by Murraygate, Dundee, being the subjects in the Feu Contract in Entry 1 (under exception of shops 61 and 63 Commercial Street) sets forth and declares burdens &c in the following terms:

Deed of Declaration of Conditions, recorded G.R.S. (Angus) 10 Oct. 1984, by CIN Properties Limited, proprietors of subjects bounded on the south west by Commercial Street and on the west by Murraygate, Dundee, being the subjects in the Feu Contract in Entry 1 (under exception of shops 61 and 63 Commercial Street) sets forth and declares burdens &c in the following terms:

(FIRST) The subjects common to the property (hereinafter referred to as "the Common Subjects") shall be those specified in the Schedule annexed and executed as relative hereto, which Schedule is hereby incorporated into and deemed to form part of these presents, and the proprietors of the individual floors of the property (hereinafter referred to as "the said floors") and their successors, executors and assignees shall be bound to maintain the said Common Subjects in good order and repair in all time coming and to keep the same properly and sufficiently painted, decorated, lighted, insured and, as often as necessary (the necessity being a matter to be regulated by the provisions of article THIRD hereof) to repair, renew, reinstate or rebuild the same each proprietor being bound to pay and bear a share of the total cost of such works (or such part of the total cost thereof) as may remain after destruction therefrom of any proportion thereof for which the proprietors for the time being of the shops forming Numbers 61 and 63 Commercial Street, Dundee may be liable in terms of the title deeds thereof) in accordance with the proportion shown in the Schedule of Cost Responsibilities in relation to each of the said floors annexed and executed as relative hereto, which last mentioned Schedule is hereby incorporated into and deemed to form part of these presents.

(SECOND) Each of the said floors shall be held by the proprietor thereof in all time coming under the burden of upholding and maintaining in good order and repairing the same from time to time and renewing, rebuilding and externally painting the same insofar as necessary and not provided for in article FIRST hereof, all at his, her or their own expense.

(THIRD) The carrying out of maintenance, repairs, renewals, reinstatement or rebuilding or any other works to the Common Subjects (all hereinafter referred to as "common repairs") shall be regulated in manner following:-

(1) In the event that the property is owned by a total of two proprietors only (any proprietor of more than one half of the superficial area of any of the said floors being deemed for this purpose to be the sole proprietor of such floor) either proprietor desiring to have common repairs carried out shall serve on the other proprietor an Intimation giving full details of the common repairs proposed and the costs thereof. The proprietor on whom such Intimation is served may within one month of the service of such Intimation serve on the proprietor giving the same a Notice of Objection to the common repairs but in the absence of service of such Notice of Objection the proprietor desiring to have the common repairs carried out shall be entitled to instruct the same (and to require that the other proprietor enters into a contract for the work) which will then be carried out at the joint expense of the proprietors, each proprietor being bound to pay a share of the total cost in accordance with the provisions of article FIRST hereof. In the event of such a Notice of Objection being served and the said proprietors being unable to reach agreement as to the proposed common repairs within a period of six weeks of the service of such Notice of Objection the matter shall be determined by arbitration in accordance with the provisions of paragraph 3 of this article.

(2) In the event that the property is owned by a total of more than two proprietors then;

(i) the proprietor for the time being of any part of the property shall be entitled at any time to convene a meeting of all the proprietors of the property to be held at such reasonably convenient time and place as the convener of the said meeting may determine of which time and place of meeting not less than seven days' notice in writing shall be given by or on behalf of the said convener to the remaining proprietors of the property;

(ii) at any meeting so convened any proprietor may be represented by any other person as mandatory appointed by written mandate to attend, vote and act on behalf of the proprietor granting the same;

(iii) the proprietors of not less than three of the said floors (any proprietor of more than one half of the superficial area of any of the said floors being deemed for this purpose to be the sole proprietor of such floor) present in person or represented by a mandatory shall form a quorum at any such meeting;

(iv) the proprietor or their mandatories present at any such meeting shall be entitled to one vote for each of the said floors owned by him or his principal (any proprietor of more than one half of the superficial area of any of the said floors being deemed for this purpose to be the sole proprietor of such floor and any parties who shall each own one half or less of the superficial area of any one of the said floors but who shall together own the whole of such floor being entitled to exercise, by any one of their number or their mandatory, one vote only in respect of such floor as may be together owned by them) and the decision of such majority shall be binding on the whole of the proprietors of the property whether consenters thereto or not; in the event of an equality of votes the matter shall be determined by arbitration in accordance with the provisions of paragraph 3) of this article;

(v) it shall be competent at any such meeting by a majority of the votes of those present



(a) to order the carrying out of any common repairs

(b) to appoint any person or firm having a professional surveying or property management qualifications and not having any financial interest in any of the owners or occupiers of the building (other than the right to remuneration under this deed) (hereinafter referred to as the Factor") to take charge of all such things as may be competently dealt with at such meeting and without prejudice to the generality to delegate to the Factor the whole rights and powers exercisable by a majority of the proprietors present in person or represented at such a meeting as aforesaid and to fix the remuneration payable to the Factor for his services and the duration of his appointment and also to terminate the appointment of the Factor and to appoint another Factor in his place; provided however that notwithstanding anything hereinbefore contained any party who shall be the proprietor of the basement, ground and first floors of the property (any proprietor of more than one half of the superficial area of any of the said floors being deemed for this purpose to be the sole proprietor of such floor) shall during the period of his ownership have the exclusive right to appoint and terminate the appointment of the Factor;

(vi) the Factor shall be entitled during the continuance of his appointment to exercise the whole rights and powers which may competently be exercised at or by a meeting of the proprietors of the property convened and held as aforesaid excepting any matters relating to the appointment of the Factor, the fixing of the duration of his appointment or the termination thereof or the fixing of his remuneration; and

(vii) in the event of any of the said proprietors considering it essential that common repairs be carried out and being unable to obtain the sanction of a meeting of the proprietors as aforesaid or the Factor to such common repairs, such proprietor shall be entitled to refer the question of the necessity of the common repairs to arbitration in accordance with the provisions of paragraph (3) of this article.

(3) Any dispute or difference of opinion as to the necessity for or the desirability of or otherwise relating to the carrying out of common repairs shall be referred to an independent Arbiter to be appointed by the proprietors concerned and in the event of disagreement by the Chairman for the time being of the Scottish Branch of the Royal Institution of Chartered Surveyors on the application of any proprietor. Such Arbiter shall be a Chartered Surveyor with experience of building management and the decision of such Arbiter shall be final and binding upon the parties to the extent that all of the proprietors shall be bound to fulfil and implement to each other the decisions, findings and decrees of such Arbiter. The responsibility for the fees of such Arbiter shall be in this Award failing which they shall be shared equally by the proprietors concerned.

(4) In the event of any proprietor or proprietors of any of the said floors failing to pay his or their appropriate share of the cost of common repairs for which they or he may be liable in terms of these presents the other proprietors and the Factor shall be entitled to sue for and recover the same from the proprietor or proprietors so failing together with all expenses incurred in connection therewith.

(FOURTH) There is reserved to each of the proprietors of the said floors and their foresaids a servitude right of access, through and across the whole of the remainder of the property including each of the other floors for all pipes, cables and other transmitters and generally for all services which may be connected to or serving his, her or their floor in so far as the same

passes over, under through or across the remainder of the property or any part thereof with right of access thereto on all necessary occasions for all necessary purposes subject to the giving of reasonable prior notice in writing except in an emergency; And each of the said floor shall be burdened with reciprocal right of access in favour of each of the proprietors of the other floors in the property and their foresaids, subject in all cases to the proprietor or proprietors exercising such right making good any damage or loss occasioned thereby.

(FIFTH) Each of the proprietors of the said floors shall be deemed to have a right in common with the remainder of the said proprietors in and to the ownership of the Common Subjects specified in the said Schedule of Common Subjects; provided however that notwithstanding any provisions of this Deed or any other deed or Common Law the owner of any part of the property shall be entitled to make openings through the Common Subjects (with the consent of the proprietor on either side) or fix into or otherwise take support from the same without needing the consent of the other proprietors of the property or the building provided the structural strength and integrity of the building is not actually prejudiced by any such works.

(SIXTH) Where the ownerships within the property are defined vertically by internal walls or partitions or horizontally by floors or ceilings and such defining feature does not form part of the Common Subjects the centre line of such walls or partitions and the centre line of any joists or beams forming the floors and ceilings shall be the boundaries of such ownership and the responsibility for maintaining, repairing and if necessary renewing or rebuilding such walls, partitions or such joists or beam shall be jointly and equally shared between the proprietors concerned.

(SEVENTH) Each proprietor of a part of the property shall be bound to keep the part of the parts of the property owned by him constantly insured against loss or damage by fire, lightning, storm, tempest, explosion, impact, aircraft and aerial devices, riot, civil commotion, bursting or overflowing of water tanks, apparatus or pipes, flood, labour disturbances and malicious damage for not less than the full reinstatement value of such part or parts for the time being with a due allowance for architects' and other fees in relation to reinstatement and that with a well established United Kingdom Insurance Company or Companies and shall be bound to exhibit to each other proprietor of the property on demand evidence of the terms of such insurance and that the same is in force.

(EIGHTH) Any intimation or notice required to be given in terms of these presents shall be in writing and shall be sufficiently served if sent by Recorded Delivery post (if the addressed be an incorporated body) to its Registered Office and (if the addressee shall be a person or unincorporated body) to his or its last known address in the United Kingdom. Any such notice or intimation sent by the Recorded Delivery post shall be deemed to be duly served forty-eight hours after the time of posting and in proving service it shall be sufficient to prove that the envelope containing the notice or intimation was duly addressed to the addressee in accordance with this article and posted to the place to which it was so addressed.

(LASTLY) It is hereby declared that the foregoing burdens, conditions, provisions, limitations, obligations, stipulations, declarations and others above written and contained in the Schedules annexed and executed as relative hereto are hereby created and declared to be real burdens and conditions upon and affecting the property and the whole buildings and erections thereon and each of the floors thereof and shall be enforceable by any one or more of the proprietors for the time being of the said floors and shall be binding on each and all of the proprietors

thereof and their respective successors, executors and assignees in all time coming; And we bind ourselves to impose the said burdens and others by reference to these presents in each and every conveyance by us of any of the said floors

## SCHEDULE OF COMMON SUBJECTS

Referred to in the foregoing Deed of Conditions

The Common Subjects referred to in article FIRST of the foregoing Deed of Conditions are as follows:-

- (a) The solum on which the property is erected and all structural elements of the property, including without prejudice to that generality, the roof external and mutual or common gable walls, the foundations and any other part of the property upon which the structural integrity of the property depends.
- (b) That portion lying between first floor level and basement floor level (including the first floor landing and airspace thereof) of the common staircase at the rear of the property and the passageway connecting the said staircase with the open court at the rear of the property with the stairs, stair landings, stair railings in and the walls and ceilings enclosing the said portion of the said staircase and the said passageway (it being declared for the avoidance of doubt that the said staircase so far as situated above first floor level with the stairs, stair landings, stair railings in and the walls and ceilings enclosing the same (but not the first floor landing and airspace thereof) shall be the exclusive property of the proprietors of the second, third and fourth floors of the property and shall be maintained at their sole expense).
- (c) All sewers, soil and surface water drains, main supply water pipes, gas and electric mains, telephone cables and equipment, external lighting, pipes, cables and all other transmitters all in so far as the same are used or intended to be used in common by and for the benefit of the said floors.

## SCHEDULE OF COST RESPONSIBILITIES IN RELATION TO EACH OF THE SAID FLOORS referred to in the foregoing Deed of Conditions

Header 1	Header 2
Floor	Share of Cost Responsibilities
Basement	10.76%
Ground	12.98%

First (so far as forming  
part of the shop premises) 11.82%

First (so far as forming  
dwellinghouses) 6.96%

Second 19.16%

Third 19.16%

Fourth 19.16%

### **Burden 3**

Agreement, recorded G.R.S. (Angus) 14 Oct. 1986 between Provident Mutual Life Assurance Association and Hillcrest Housing Association Limited contains agreement between said parties in the following terms:

WHEREAS (a) Provident are heritable proprietors of the shop premises forming and known as numbers 5 to 9 Murraygate in the City of Dundee and County of Angus being the subjects IN THE FIRST PLACE disposed by and shown delineated in red on the basement plan, ground floor plan and first floor plan annexed and executed as relative to Disposition by C I N Properties Limited with consent of Pengap Securities Limited in favour of Provident recorded G.R.S. (Angus) 10 Oct. 1984 (which subjects are hereinafter referred to as "the dominant tenement")

(b) Provident are heritable proprietors of the shop premises on the basement, ground and first floors of the building 1 to 3 Murraygate in the said City and County which subjects are IN THE SECOND PLACE disposed in and shown outlined in blue on the basement, ground floor and first floor plans annexed and executed as relative to the said Disposition by C I N Properties Limited with consent aforesaid in favour of Provident dated and recorded as aforesaid

(c) Hillcrest are heritable proprietors of those flatted dwellinghouses above the said shop premises 5 to 9 Murraygate being the subjects described in disposed and delineated in blue on the second floor, third floor and fourth floor plans annexed and executed as relative to

Disposition by Pengap Securities Limited In favour of Hillcrest recorded G.R.S. (Angus) 29 Mar. 1985

(d) Hillcrest are heritable proprietors of the remainder of the subjects known as and forming Numbers 1 to 3 Murraygate and 61 end 63 Commercial Street being the subjects described in, disposed by and outlined in blue on the ground floor, first floor, second floor, third floor and fourth floor plans annexed and executed as relative to Disposition by Pengap Securities Limited in favour of Hillcrest recorded G.R.S. (Angus) 29 Mar. 1985

(e) Hillcrest have a right in common with Provident to inter alia the wall separating the subjects at 1 to 3 Murraygate and 5 to 9 Murraygate by virtue of Inter alia two Deeds of Conditions by C 1 N Properties Limited recorded G.R.S. (Angus) 10 Oct. 1966

(f) Hillcrest and Provident have a right in common to that portion lying between first floor level (including the first floor landing and air space thereof) and basement floor level of the northmost of the two common staircases in the building forming numbers 61 and 63 Commercial Street and 1 to 3 Murraygate aforesaid and the passageway connecting the said staircase with the open court at the rear of the said building with the stairs, stair landings, stair railings in and the walls and ceilings enclosing the said portion of the said staircase the location of such portion of said staircase being shown coloured orange on the plans annexed and executed as relative to the said Disposition in favour of Provident dated and recorded as aforesaid (which said portion and others is hereinafter referred to as "the orange passage and stair")

(g) Provident are about to convey the dominant tenement to W.G.T.C. Nominees Limited Incorporated under the Companies Acts and having their Registered Office at 67 Lombard Street, London EC3P 3DL as nominees for The Royal Bank of Scotland plc Incorporated by Act of Parliament and having their Registered Office at 36 St. Andrew Square, Edinburgh as trustees of the Mercury Property Fund of 33 King William Street, London EC4R 9AS (hereinafter referred to as "W.G.T.C.") and desire to grant in favour of the proprietor from time to time of the dominant tenement rights to emergency egress through the building forming 1 to 3 Murraygate and along and down the orange passage and stair into the open court at the rear of the building 1 to 3 Murraygate aforesaid THEREFORE the parties hereto have agreed and do hereby agree:-

Provident Mutual Life Assurance Association and Hillcrest Housing Association Limited grant in favour of WGTC Nominees Limited and its successors and assignees as proprietors of the shop premises forming and known as 5 to 9 Murraygate, Dundee (hereinafter referred to as the "dominant tenement") (primo) a heritable and irredeemable servitude right of pedestrian egress to be exercised only in case of emergency from the dominant tenement through the driveway situated at first floor level in the division wall between the buildings 5 to 9 Murraygate to 1 to 3 Murraygate and along the passageway hatched green on the plan annexed and thereafter along and down the passage and stair into the open court at the rear of the building 1-3 Murraygate, subject to making good all damage caused in the exercise of this right; declaring that no egress will be allowed over the said passageway hatched green on the plan annexed from and after 9 Apr. 2010 or the creation of the doorway hereinafter (secundo) referred to whichever shall first occur and from which time the foregoing servitude right quoad only the said passageway will be automatically discharged (secundo) a heritable and irredeemable servitude right to form in the division wall separating the buildings known as 5 to 9 Murraygate and 1 to 3 Murraygate a doorway from the dominant tenement directly into the passage and

stair and to repair, maintain, renew and replace said doorway and a right of pedestrian egress to be exercised only in the case of emergency through said doorway and along and down the passage and stair and into the open court to the rear of the building 1 to 3 Murraygate aforesaid, subject to making good all damage caused by the exercise of the foregoing right. Declaring that all works required in connection with the formation of the said doorway will require to be carried out in accordance with the terms and conditions of such planning authority or their statutory successors which planning permission and building warrant will require to be carried out in accordance with the terms and conditions of such planning permission and building warrant as is issued by the City of Dundee District Council as the local planning authority or their statutory successors which planning permission and building warrant will require to be exhibited to Hillcrest Housing Association Limited prior to commencement of the works and further that the location of the said doorway and the manner of its formation will also require to be approved which approval will not be unreasonably withheld or delayed by said Hillcrest Housing Association Limited or their successors in title prior to form said doorway will not be lost through non-use and for the avoidance of doubt the proprietor from time to time of the dominant tenement shall be entitled to form such doorway at any time.

Note: Only a monochrome copy of the plan annexed to the foregoing deed has been submitted to the Keeper, therefore the various colour references thereon cannot be determined in relation to the subjects in this Title.

This is a Copy which reflects the position at the date the Title Sheet was last updated.

© Crown copyright 2022