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STREFFORD TULIPS  
DX HA58  
HAMILTON

**Date:** 26 June 2019  
**Your Ref:** C&S01 16  
**Our Reference:** I01517281

## LEGAL REPORT - REGISTERED PROPERTY

### PROPERTY:

(Please note if no full conveyancing description was provided, additional titles to the subjects may not be traced)

ST MUNGO STREET, BISHOPBRIGGS  
(Noted on title sheet as the north side of ST. MUNGO STREET, BISHOPBRIGGS, GLASGOW G64 1QT)

### TITLE NO:

GLA25428

### TITLE SHEET RECORD UPDATED TO:

04-12-2018

### CURRENT TITLE SHEET ENTRIES AFFECTING THE SUBJECTS IN THIS TITLE:

(To disclose: proprietors, charges and any relevant entries registered on or after the proprietors title)

Title to: CARMICHAEL HOMES & INTERIORS LIMITED - 27-03-2018

Note: The parts edged and numbered in green on the cadastral map have been removed from this cadastral unit

Standard Security by CARMICHAEL HOMES & INTERIORS LIMITED to BANK OF SCOTLAND plc – 12-06-2018

Agreement in terms of Section 75 between East Dunbartonshire Council and Carmichael Homes & Interiors Ltd - 29 Mar. 2018

Deed of Servitude by Carmichael Homes & Interiors Ltd to Trust Housing Association Limited – 4 Dec 2018

### APPLICATIONS IN THE COURSE OF REGISTRATION AGAINST THIS TITLE:

(Until registration is complete any application is subject to withdrawal, cancellation or amendment. In respect of a report over "part of" a Title number, no Transfers of Part will be disclosed)

Deed of Conditions/Real Burdens CARMICHAEL HOMES & INTERIORS LIMITED - 17-06-2019

### EXTANT ADVANCE NOTICES:

None

### CORRECT TO:

24/06/2019

**FIRST SCOTTISH SEARCHING SERVICES LIMITED  
SEARCH IN THE REGISTER OF INHIBITIONS**

I01517281

**AGAINST**

**C & S VENTURES LTD**

**From 25 Jun 2014 to 25 Jun 2019**

**NO DEED**

**CARMICHAEL HOMES & INTERIORS LTD**

**From 25 Jun 2014 to 25 Jun 2019**

**NO DEED**

**TRUST HOUSING ASSOCIATION LTD**

**From 25 Jun 2014 to 25 Jun 2019**

**NO DEED**

**ST MUNGO ASSETS LTD**

**From 25 Jun 2014 to 25 Jun 2019**

**NO DEED**

**SEARCH IN THE REGISTER OF INHIBITIONS  
AND FOUND AS ABOVE**

Searches in The Register of Inhibitions are carried out in our enhanced computerised database, and although our liability is restricted to exact name and address matches, there may be occasions where other entries will be shown for your information. Source acknowledgement: Contains data from the Register of Inhibitions produced by Registers of Scotland. Crown Copyright material is reproduced with the permission of Registers of Scotland.

STREFFORD TULIPS  
DX HA58  
HAMILTON

**Date:** 26 June 2019

**Your Ref:** C&S01 16

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## **INSOLVENCIES**

### **REGISTER OF INSOLVENCIES (Sequestrations and Protected Trust Deeds)**

A Search carried out in the Register held by The Accountant in Bankruptcy has disclosed the following result:

**Please note that for the Party Name (s) requested a Search in the Register of Insolvencies cannot be undertaken. Please refer to our Disclaimer noted below.**

### **SEARCHED IN THE ABOVE REGISTER AND FOUND AS ABOVE**

From 1 April 2015 the Register of Insolvencies will disclose only details of live Bankruptcy cases or discharged cases that were awarded bankruptcy within the last 5 years, or details of live Protected Trust Deed cases including those discharged in the past year.

For searches in the Register of Insolvencies, our liability is restricted to exact name and address matches as shown on the instructions received, however there may be occasions where other entries will be shown for your information. Searches are not undertaken against incorporated bodies, Executors as individuals or addresses outwith Scotland.



LAND REGISTER  
OF SCOTLAND

Officer's ID / Date

3686  
5/12/2018

TITLE NUMBER

**GLA25428**



ORDNANCE SURVEY  
NATIONAL GRID REFERENCE

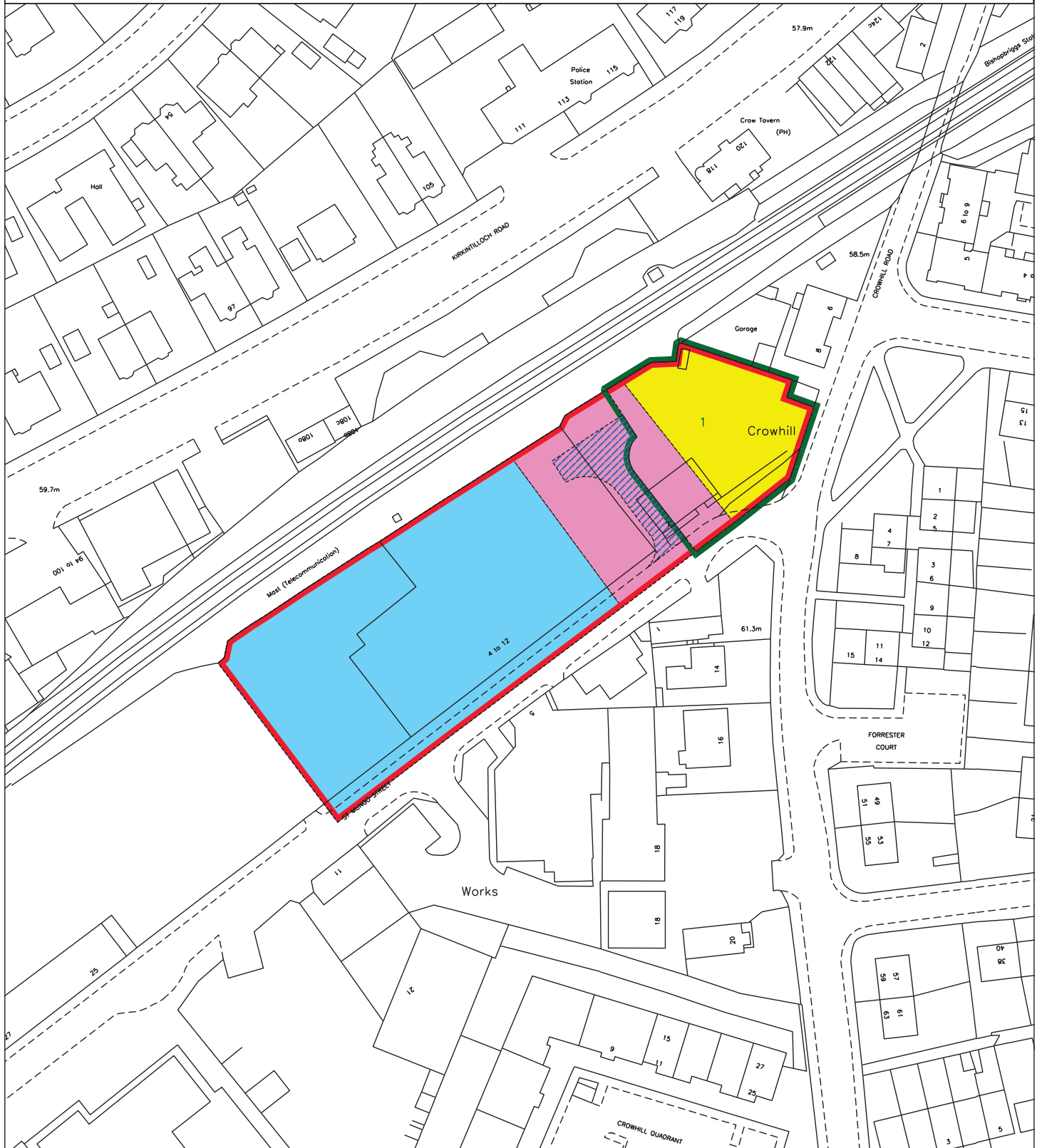
70m

NS6069NE NS6169NW NS6070SE NS6170SW

Survey Scale

1/1250

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# Title Information: GLA25428

## Search summary

Date/Time of search	25-06-2019 16:01:57
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Transaction number	SCO-02902636
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User Reference	
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**Section A****GLA25428**

## Property

<b>Date of first registration</b>	01-07-1987
<b>Date title sheet updated to</b>	04-12-2018
<b>Date land certificate updated to</b>	01-10-2014
<b>Hectarage Code</b>	0.6
<b>Real Right</b>	OWNERSHIP
<b>Map Reference</b>	NS6069K
<b>Cadastral Unit</b>	GLA25428

## Sasine Search

<b>Property address</b>	ST. MUNGO STREET, BISHOPBRIGGS, GLASGOW G64 1QT
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## Description

Subjects cadastral unit GLA25428 on the north side of ST. MUNGO STREET, BISHOPBRIGGS, GLASGOW G64 1QT edged red on the cadastral map being 0.62 hectares in measurement on the Ordnance Map. Together with the servitude rights as specified in the Deed of Servitude in Entry 6 of the Burdens Section.

## Notes

1. The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Contracts in Entries 1, 2 and 3 of the Burdens Section.
2. The parts edged and numbered in green on the cadastral map have been removed from this cadastral unit.

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**Section B****GLA25428**

## Proprietorship

CARMICHAEL HOMES & INTERIORS LIMITED incorporated under the Companies Acts, (Company Number SC568739), and having its Registered Office at Oakfield House, 378 Brandon Street, Motherwell, ML1 1XA.

<b>Entry number</b>	1
<b>Date of registration</b>	27-03-2018
<b>Date of Entry</b>	26-03-2018
<b>Consideration</b>	£1,200,000 exclusive of VAT

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**Section C****GLA25428**

## Securities

<b>Entry number</b>	1
<b>Specification</b>	Standard Security by said CARMICHAEL HOMES & INTERIORS LIMITED to BANK OF SCOTLAND plc incorporated under the Companies Act (Registered Number SC327000), Registered Office The Mound, Edinburgh EH1 1YZ.
<b>Date of registration</b>	12-06-2018

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## Section D

**GLA25428**

### Burdens

Number of Burdens: 6

#### **Burden 1 Preamble**

Feu Contract containing Feu Disposition by Commissioner for Trustees of William Smith Dixon ("the first party") to Alexander Turnbull ("the second party") and his assignees, recorded G.R.S. (Glasgow) 27 Feb. 1889 of the plot of ground tinted blue on the cadastral map, contains the following reservation which subsists notwithstanding consolidation of the dominium utile interest created by the said Feu Contract with the immediate superiority thereof by Minute of Consolidation recorded G.R.S. (Glasgow) 16 Jun. 1953, viz.:

#### **Burden 2 Preamble**

Feu Contract containing Feu Disposition by Commissioner for Trustees of William Smith Dixon ("the first party") to Alexander Turnbull ("the second party") and his assignees and disponees, recorded G.R.S. (Glasgow) 23 Jun. 1893, of the plot of ground tinted pink on the cadastral map, contains the following reservation and burdens which subsist notwithstanding consolidation of the dominium utile interest created by the said Feu Contract with the immediate superiority thereof by Minute of Consolidation recorded G.R.S. (Glasgow) 16 Jun. 1953, viz.:

#### **Burden 3 Preamble**

Feu contract containing Feu Disposition by Trustees of William Smith Dixon ("the first party") to Alexander Turnbull ("the second party") and his assignees and disponees, recorded G.R.S. (Glasgow) 1 Sep. 1899, of the plot of ground tinted yellow on the cadastral map, contains the following reservation and burdens, which subsist notwithstanding consolidation of the dominium utile interest created by the said Feu Contract with the immediate superiority thereof by Minute of Consolidation recorded G.R.S.(Glasgow) 16 Jun. 1953, viz.:

#### **Burden 4 Preamble**

Minute of Agreement recorded G.R.S. (Glasgow) 25 Jun. 1923, between Alex. Turnbull & Company Limited ("the First Party") proprietor of the part tinted blue on the cadastral map and Scottish Wire Rope Company Limited ("the Second Party"), proprietor of subjects immediately adjoining said part tinted blue on the south-west, contains Agreement between said Parties in the following terms:

#### **Burden 5 Preamble**

Agreement in terms of Section 75 of the Town and Country Planning (Scotland) Act 1997, registered 29 Mar. 2018 between East Dunbartonshire Council (hereinafter referred to as the

"Council") and Carmichael Homes & Interiors Ltd (hereinafter referred to as the "Landowner") in the following terms:

### **Burden 6 Preamble**

Deed of Servitude by Carmichael Homes & Interiors Ltd (hereinafter referred to as [the Granter]) to Trust Housing Association Limited (hereinafter referred to as [Trust]) registered 4 Dec 2018, of the subjects in this title, contains the following rights and conditions:

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## **Full Burdens**

### **Burden 1**

Feu Contract containing Feu Disposition by Commissioner for Trustees of William Smith Dixon ("the first party") to Alexander Turnbull ("the second party") and his assignees, recorded G.R.S. (Glasgow) 27 Feb. 1889 of the plot of ground tinted blue on the cadastral map, contains the following reservation which subsists notwithstanding consolidation of the dominium utile interest created by the said Feu Contract with the immediate superiority thereof by Minute of Consolidation recorded G.R.S. (Glasgow) 16 Jun. 1953, viz.:

Reserving to the said Trustees and their successors and their assignees and disponees the whole mines metals and minerals in and under the said plot of ground hereby feued but without power to them or their foresaids to work or carry away the same without the consent in writing of the second party or his foresaids

### **Burden 2**

Feu Contract containing Feu Disposition by Commissioner for Trustees of William Smith Dixon ("the first party") to Alexander Turnbull ("the second party") and his assignees and disponees, recorded G.R.S. (Glasgow) 23 Jun. 1893, of the plot of ground tinted pink on the cadastral map, contains the following reservation and burdens which subsist notwithstanding consolidation of the dominium utile interest created by the said Feu Contract with the immediate superiority thereof by Minute of Consolidation recorded G.R.S. (Glasgow) 16 Jun. 1953, viz.:

Reserving to the said Trustees and their successors and their assignees and disponees the whole mines metals and minerals in and under the said plot of ground hereby feued but without power to them or their foresaids to work or carry away the same without the consent in writing of the second party or his foresaids; declaring further that it shall not be in the power of the second

party or his foresaids to erect or carry on upon the said plot of ground any work manufactory or business of any kind that maybe deemed by the said Trustees or their foresaids offensive or nauseous to them or their feuars disponees or tenants without prejudice always to the second party and his foresaids erecting and carrying on upon said ground an engineering or other similar work.

### **Burden 3**

Feu contract containing Feu Disposition by Trustees of William Smith Dixon ("the first party") to Alexander Turnbull ("the second party") and his assignees and disponees, recorded G.R.S. (Glasgow) 1 Sep. 1899, of the plot of ground tinted yellow on the cadastral map, contains the following reservation and burdens, which subsist notwithstanding consolidation of the dominium utile interest created by the said Feu Contract with the immediate superiority thereof by Minute of Consolidation recorded G.R.S.(Glasgow) 16 Jun. 1953, viz.:

Reserving to the first party as Trustees foresaid and their successors and their assignees and disponees the whole mines metals and minerals in and under the said plot of ground hereby feued, but without power to them or their foresaids to work or carry away the same without the consent on writing of the second party or his foresaids; And declaring that it shall not be in the power of the second party or his foresaids to erect or carry on upon the said plot of ground any work manufactory or business of any kind that may be deemed by the first party or their foresaids offensive or nauseous to them or their feuars disponees or tenants without prejudice always to the second party and his foresaids erecting and Carrying on upon said ground an engineering or other similar work.

### **Burden 4**

Minute of Agreement recorded G.R.S. (Glasgow) 25 Jun. 1923, between Alex. Turnbull & Company Limited ("the First Party") proprietor of the part tinted blue on the cadastral map and Scottish Wire Rope Company Limited ("the Second Party"), proprietor of subjects immediately adjoining said part tinted blue on the south-west, contains Agreement between said Parties in the following terms:

WHEREAS the predecessors of the First Party erected a wall between the Parties' properties and the Second Party are desirous of making use of said wall for the support of the roof of certain buildings; AND WHEREAS the First Party have agreed to sanction such use on certain conditions therefore the Parties have agreed and do hereby agree as follows:- FIRST. The Second Party shall be entitled at their own expense to heighten the existing seven foot boundary wall between the parties' properties to an extent not exceeding seven feet with an additional Eight feet at the crane that is to say the height of the wall as altered to be Fourteen feet except at the crane where it is to be Twenty two feet in height. In the event of their heightening said wall they shall be bound to build at their own expense buttresses on both sides of the wall to be carried up the full height thereof. SECOND. The Second Party shall be entitled to use the said wall as heightened at their own risk for the support of the roof of buildings which they are erecting on their property. THIRD. The cost of heightening the wall, together with the erection of the buttresses, and of all future repairs and maintenance of the walls and buttresses as so heightened shall except as hereinafter mentioned be borne by the Second Party who shall be responsible for any damage which may result from the use to which they put the wall in

question. FOURTH. Notwithstanding the arrangements in this Agreement the wall shall remain as at present the mutual property of the parties hereto. If at any time in the future the First Party desire to make use of their wall for the support of erections or of a roof on similar lines on their side of the wall they are to be entitled to do so free of cost subject to the cost of any additional strengthening, to the wall that may be necessary to support their erections, being borne by them and thereafter the expenses of repairing and maintaining the wall shall be borne by the parties mutually as hitherto but the upkeep of the wall will only become mutual again when the First Party put up a similar roof or erections on their side of the wall. FIFTH. In the event of the First Party wishing to make use of the mutual wall for the support of a roof on their side, the Second Party will at their own expense, make such alterations to their own roof or gutter as may be necessary, or share jointly with the First Prty the expense of making a mutual valley gutter so as to allow the First Party's roof to be built and finished off in a satisfactory and workmanlike manner. The building of a ventilating window or opening in said wall shall give to the Second Party no right of light or air over the property of the First Party. SIXTH. The Second Party's erection and operations are to be subject to the approval of the First Party's Architect, Andrew Robertson, A.R.I.B.A., Glasgow. SEVENTH. The Parties hereto declare that the whole obligations and conditions hereby undertaken or agreed to by them respectively shall be binding upon their respective successors

## **Burden 5**

Agreement in terms of Section 75 of the Town and Country Planning (Scotland) Act 1997, registered 29 Mar. 2018 between East Dunbartonshire Council (hereinafter referred to as the "Council") and Carmichael Homes & Interiors Ltd (hereinafter referred to as the "Landowner") in the following terms:

Considering:-

(One) That the Council is the planning authority for the local government area of East Dunbartonshire in terms of Section 1 of the 1997 Act;

(Two) That in terms of section 75 of the 1997 Act a person may enter into an agreement with a planning authority restricting or regulating the development or use of land either permanently or during such period as may be specified in the agreement and that any such agreement may, inter alia, containing such incidental and consequential provisions as appear to the planning authority to be necessary or expedient for the purposes of the agreement;

(Three) That the Landowner is the heritable or registered proprietor of the Agreement Subjects;

(Four) A Planning Application in respect of the Agreement Subjects has been submitted to the Council; and

(Five) The Council has indicated that it is minded to grant the Planning Permission subject to certain conditions and following the registration of an Agreement under Section 75 of the 1997 Act.

NOW THEREFORE the Parties have agreed and do hereby agree as follows:-

## 1. DEFINITIONS

In this Agreement, including the preamble, the following words and phrases shall have the following meanings:-

1.1 1997 Act means the Town and Country Planning (Scotland) Act 1997;

1.2 Affordable Housing means socially rented housing, mid-market rental housing, low-cost home ownership housing (including shared equity or shared ownership) or other such format of affordable housing tenure all in accordance with the East Dunbartonshire Local Development Plan 2017 and Supplementary Guidance - Developer Contributions;

1.3 Affordable Housing Units means residential units comprised of two bedroom apartments to be constructed on the area of land within the Agreement Subjects marked [D] and [E] on the plan hereinafter defined in accordance with the Planning Permission for Affordable Housing and each an [Affordable Housing Unit];

1.4 Agreement means this agreement;

1.5 Agreement Subjects means ALL and WHOLE the subjects registered under Title Number GLA25428

1.6 Block A means the four storey block of 16 Private Residential Units to be constructed on the area of land within the Agreement Subjects marked [A] on the said plan in accordance with the Planning Permission;

1.7 Block B means the four storey block of 16 Private Residential Units to be constructed on the area of land within the Agreement Subjects marked [B] on the said plan in accordance with the Planning Permission;

1.8 Block C means the four storey block of 16 Private Residential Units to be constructed on the area of land within the Agreement Subjects marked [C] on the said plan in accordance with the Planning Permission;

1.9 Block D means the four storey block of 8 Affordable Housing Units to be constructed on the area of land within the Agreement Subjects marked [D] on the said plan in accordance with the Planning Permission;

1.10 Block E means the four storey block of 8 Affordable Residential Units to be constructed on the area of land within the Agreement Subjects marked [E] on the said plan in accordance with the Planning Permission;

1.11 Commencement of Development means the date on which a material operation under Section 27(4) of the 1997 Act is undertaken on the Agreement Subjects;

1.12 Completed or Completion means that an acceptance of a completion certificate has been issued in respect of the relevant Residential Unit by the Council's Building Standards Service in terms of section 18 or 21 of the Building (Scotland) Act 2003;

1.13 Development means the demolition of existing industrial and commercial premises on the Agreement Subjects and the erection of sixty four (64) dwellings in four separate four storey blocks with accommodation in the roof space and associated parking, roads and landscaping on the Agreement Subjects in accordance with the Planning Permission;

1.14  $\square$ Index Linked $\square$  means increased in accordance with the following formula:

Amount payable = the payment specified in this Agreement

x(A/B) where;

A = the figure for the Retail Price Index (All items) that applied immediately preceding the date the payment is due

B = the figure for the Retail Prices Index (All Items) that applied when the index was last published prior to the date of this Agreement;

1.15 "Insolvency Event" means in relation to any party bound by this Agreement the occurrence of any of the following events: (a) the party becoming insolvent or unable to pay its debts within the meaning of the Insolvency Act 1986 or any other applicable insolvency legislation; (b) the making of an order that the party be wound up or the passing of a resolution for voluntary winding up; (c) the appointment of an administrative receiver or receiver and manager in respect of any of the party's assets and undertakings; (d) the making of any bankruptcy order or order for sequestration of the party; (e) the making of any voluntary arrangement (corporate or individual) for a composition of debts in respect of a party; (f) the application for, or the appointment of, an administrator or the making of an administrative order in respect of a party; (g) the party being struck off the Register of Companies; (h) the appointment of a liquidator of the party; or (i) the possession of any of the party's property under the term of a floating charge; or (j) any similar event which in the opinion of the Council is of like effect;

1.16 Interest means interest on the sum in question at 5% per annum above the base rate from time to time of The Royal Bank of Scotland pic from the date that such sum is due for payment or, if there is no such date specified, the date of demand for such sum, until such sum is paid;

1.17 Parties means the Council and the Landowner (and each a  $\square$ Party $\square$ );

1.18 Plan means the supplementary data to the title sheet;

1.19 Planning Application means the application for the development submitted to the Council and given reference number TP/ED/17/0717;

1.20 Planning Permission means the planning permission to be issued by the Council pursuant to the Planning Application following registration of this agreement in the Land Register of Scotland under Title Number GLA25428;

1.21 Private Residential Unit means a Residential Unit that is not an Affordable Housing Unit permitted to be constructed pursuant to the Planning Permission;

1.22 Registered Social Landlord means a landlord registered under Section 20 of the Housing (Scotland) Act 2010;

1.23 Residential Unit means either an Affordable Housing Unit or a Private Residential Unit permitted to be constructed pursuant to the Planning Permission;

1.24 Retail Price Index (All Items) means the retail price index as published monthly by the Office for National Statistics;

1.25 Schedule means the schedule annexed and executed as relative to this Agreement;

1.26 Signature Date means the last date on which this Agreement is signed by the Parties;

1.27 Ultimate Owner / Occupier means an individual purchaser or occupier of a Residential Unit;

1.28 VAT means value added tax chargeable under the Value Added Tax Act 1994 any similar replacement tax and any similar additional tax; and

1.29 Working Day means a day, which is neither a Saturday nor a Sunday and is not a public or bank holiday in Glasgow or London.

## 2. STATUTORY AUTHORITIES AND CONDITIONALITY

2.1 This Agreement is entered into pursuant to Section 75 of the 1997 Act and hereby binds the Agreement Subjects in respect of the obligations undertaken by the Landowner in terms of this Agreement.

2.2 Nothing contained in this Agreement shall prejudice or affect the rights, powers, duties and obligations of the Council in the exercise of its statutory functions.

2.3 If any provision of this Agreement is held to be invalid or illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not in any way be deemed thereby to be affected or impaired.

2.4 With the exception of Clauses 1, 2, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17 which shall have effect from the Signature Date, this Agreement shall have effect and be binding on the Parties with effect from the date of Commencement of Development. In the event that Planning Permission lapses prior to the Commencement of the Development, any outstanding obligations in the Agreement shall lapse in their entirety and cease to be enforceable by any of the parties against the others.

## 3. AFFORDABLE HOUSING

3.1 Sixteen (16) of the Residential Units to be constructed on the Agreement Subjects in accordance with the Planning Permission shall be Affordable Housing Units.

3.2 Construction of both Block D and Block E shall commence on or before the Completion of the last Private Residential Unit within the first block of Private Residential Units constructed on

the Agreement Subjects (being either Block A, Block B, or Block C).

3.3 All sixteen (16) Affordable Housing Units shall be Completed and a clear and marketable title to all sixteen (16) Affordable Housing Units with all necessary rights, shall be transferred to a Registered Social Landlord or the Council as the local housing authority (as agreed in writing with the Council) prior to the Completion of the last Private Residential Unit within the last block of Private Residential Units to be constructed on the Agreement Subjects (being either Block A, Block B, or Block C).

#### 4. EDUCATION CONTRIBUTION

4.1 The Landowner will pay to the Council the sum of ONE HUNDRED AND SEVENTY SIX THOUSAND SIX HUNDRED AND EIGHTY NINE POUNDS AND SEVENTY FOUR PENCE (£176,689.74) STERLING as a developer contribution in respect of education provision as detailed below:

(a) the sum of FIFTY EIGHT THOUSAND, EIGHT HUNDRED AND NINETY-SIX POUNDS AND FIFTY EIGHT PENCE (£58,896.58) STERLING will be paid on or prior to the date falling 14 days after the sixteenth Private Residential Unit forming part of the Development is Completed;

(b) the sum of FIFTY EIGHT THOUSAND, EIGHT HUNDRED AND NINETY-SIX POUNDS AND FIFTY EIGHT PENCE (£58,896.58) STERLING will be paid on or prior to the date falling 14 days after the thirty-second Private Residential Unit forming part of the Development is Completed;

(c) the sum of FIFTY EIGHT THOUSAND, EIGHT HUNDRED AND NINETY-SIX POUNDS AND FIFTY EIGHT PENCE (£58,896.58) STERLING will be paid prior to the date on which the forty-eighth Private Residential Unit forming part of the Development is Completed;

4.2 The seventeenth, thirty-third, and forty-eighth Private Residential Units shall not be Completed prior to receipt by the Council of the respective payments in terms of Clause 4.1(a), (b) and (c).

#### 5. OPEN SPACE CONTRIBUTION

The Landowner will pay to the Council the sum of NINETY SEVEN THOUSAND, NINE HUNDRED AND TWENTY POUNDS (£97,920) STERLING as a developer contribution in respect of improvements to locally important open space areas on or prior to the Commencement of Development;

#### 6. OWNERSHIP

The Landowner warrants that no person other than the Landowner has any right, title or interest in the Agreement Subjects.

#### 7. MODIFICATION OR DISCHARGE OF AGREEMENT

hi the event of the Landowner seeking to modify or discharge this Agreement, the terms of Section 75A of the 1997 Act shall apply and the Landowner shall meet the Council's legal costs



in connection therewith.

8.1 This Agreement is made pursuant to Section 75 of the 1997 Act and it is agreed by the Council and the Landowner that the obligations undertaken by the Landowner in this Agreement shall be enforceable at the instance of the Council against the Landowner, but declaring that this Agreement shall not be enforceable against any Ultimate Owner / Occupier.

8.2 The Landowner will not be liable for any breach of the provisions of this Agreement occurring after they have disposed of their interest in the Agreement Subjects, save in respect of any antecedent breach. For the avoidance of doubt, Section 75C of the 1997 Act will not apply to this Agreement.

8.3 In the event that the payment of any contribution or money required to be paid in terms of this Agreement has not been paid on or before the due date in terms of this Agreement, then the Landowner shall pay Interest on the outstanding amount, said Interest to run from the said due date of payment until the date on which payment is received in full by the Council, provided that no Interest shall be payable by the Landowner in respect of any period of delay attributable to the Council or its agents.

## 9. REGISTRATION

9.1 The Landowner and the Council consent to registration hereof for preservation and execution in the Books of Council and Session and the Land Register of Scotland.

9.2 The Landowner undertakes, as soon as reasonably practicable after the Signature Date, to concurrently register this agreement in the Books of Council and Session and against the Agreement Subjects in the Land Register of Scotland.

9.3 The Landowner shall as soon as reasonably practicable after registration deliver to the Council one registered extract of the Agreement;

9.4 The Council shall issue the Planning Permission as soon as reasonably practicable following receipt of:

9.4.1 the Keeper of the Register of Scotland's acknowledgement of the application for registration of this Agreement in the Land Register of Scotland;

9.4.2 a legal report disclosing the application for registration of the Agreement and disclosing no entries prejudicial to the Council's interests; and

9.4.3 payment of the Council's fees and expenses pursuant to Clause 12 hereof.

9.5 In the event that the Keeper rejects the application for registration of the Agreement, the Landowner undertakes:

9.5.1 within 2 Working Days of receipt of the Keepers rejection, to inform the Council, in writing and supply a copy of the rejection letter from the Keeper;

9.5.2 to immediately undertake such actions as may reasonably be required to allow the Keeper to accept the Agreement for registration, or a substitute Agreement in terms agreed by the Council, acting reasonably.

9.6 The Landowner undertakes and warrants:

9.6.1 not to withdraw the application for registration of this Agreement in the Land Register of Scotland without the consent of the Council, such consent not to be unreasonably withheld; and

9.6.2 to the best of their knowledge and belief that, at the date on which they execute this Agreement, they are not subject to, or under threat or warning of, any bankruptcy, insolvency proceedings, or other Insolvency Event, including voluntary insolvency or bankruptcy, and will not take steps to enter into any voluntary insolvency, bankruptcy, or other arrangements that may result in and Insolvency Event between the date on which they sign this Agreement and the updating of the Title Sheet by the Keeper disclosing this Agreement.

9.7 In the event that the Keeper of the Registers of Scotland refuses or is unable to register this agreement by virtue of the Landowner's failure to comply with Clause 9.5 hereof, the Council, acting reasonably, are entitled, but not obliged, to revoke the Planning Permission in terms of Section 65 of the 1997 Act and the Landowner agrees not to (i) oppose such revocation in terms of Section 66 of the 1997 Act nor (ii) seek compensation or expenses from the Council. The Landowner hereby notifies the Council, under section 67(1)(b) that it does not object to any such revocation order so issued.

9.8 In the event that the Keeper of the Registers of Scotland refuses or is unable to register this Agreement by reason of an Insolvency Event, the Council, acting reasonably, are entitled, but not obliged, to revoke the Planning Permission in terms of Section 65 of the 1997 Act and the Landowner agrees not to (i) oppose such revocation in terms of Section 66 of the 1997 Act nor (ii) to seek compensation or expenses from the Council. The Landowner hereby notifies the Council, under section 67(1)(b) that they do not object to any such revocation order so issued.

9.9 The Council undertake that before taking steps to revoke the Planning Permission in terms of Clause 9.7 and 9.8 hereof, the Council will serve written notice on the Landowner of their intention to revoke the Planning Permission and will allow the Landowner a reasonable opportunity to comply with the requirements of the Keeper of the Registers of Scotland to enable the Agreement to be registered.

## 10. RESTRICTION ON DISPOSAL

10.1 The Landowner shall not transfer or assign its rights and obligations under this Agreement or dispose of its interest in the Agreement Subjects prior to the date of registration of this Agreement in the Land Register of Scotland.

## 11. DISPUTE RESOLUTION

11.1 Any dispute concerning payments of sums of money already agreed or determined hereunder shall be subject to due diligence and debt recovery and referable to court action. Any non-monetary related dispute or difference between the Parties arising as to the true effect or meaning of this Agreement or the implementation of any of the provisions contained hereunder

or any matters arising from this Agreement shall be referred for the purpose of determination to an expert to be agreed upon by the Parties or, failing agreement, within twenty (20) Working Days after any such party has given to the other a written request to concur in the appointment of an expert, a person to be appointed on the request of either party by the President of the Law Society of Scotland for the time being. The expert shall receive submissions from the Parties within twenty (20) Working Days of this appointment and shall undertake as a condition of his appointment to issue his decision within forty (40) Working Days of the date of his appointment.

11.2 Any notice or other document to be submitted or served on any person pursuant to the terms of this Agreement shall be in writing. Any notice or document shall only be validly served if sent by First Class recorded delivery post to East Dunbartonshire Council, for the attention of: The Chief Solicitor and Monitoring Officer, 12 Strathkelvin Place, Kirkintilloch G66 1TJ, or any other address intimated in writing by the Council for the purposes of this Clause. Any such notice or document issued to the Landowner shall be validly served if sent to the address noted as the Landowner's address at the start of this Agreement or such other address as may be intimated in writing to the Council. Otherwise, any notice or document served on any person shall be sufficiently served upon that person if left at, or posted by First Class recorded delivery post to, the last known address of that person.

The Landowner shall be bound to meet the Council's reasonable legal and administrative expenses and outlays incurred in the negotiation, drafting, reviewing, preparation, completion in respect of this Agreement and any post settlement matters as required.

### 13. INDEXATION

13.1 All financial payments to be made to the Council pursuant to this Agreement shall be Index Linked.

13.2 Where a reference is made to an index and that index ceases to exist or is replaced or rebased then it shall include reference to any index which replaces it or any rebased index (applied in a fair and reasonable manner to the periods before and after rebasing under this Agreement) or in the event the index is not replaced, to an alternative reasonably comparable basis or index as the Council shall advise the Landowner in writing.

### 14. VALUE ADDED TAX

14.1 Each amount stated to be payable by the Council or the Landowner to the other under or pursuant to this Agreement is exclusive of VAT (if any).

14.2 If any VAT is at any time chargeable on any supply made by the Council or the Owner under or pursuant to this Agreement, the Party making the payment shall pay the other an amount equal to the VAT as additional consideration on receipt of a valid VAT invoice.

### 15. WAIVER

No failure by the Council to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

## 16. MISCELLANEOUS

16.1 The headings appearing in this Agreement are for ease of reference only and shall not affect the construction of this Agreement.

16.2 References to statutes, regulations, orders, and delegated legislation shall include any such instrument re-enacting or made pursuant to the same power.

16.3 References to the singular include the plural and references to any gender include all genders.

16.4 A reference to writing or written excludes faxes and e-mail.

16.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

16.6 Where the agreement, approval or consent of any party is required in terms of this Agreement, in the absence of any specific provision herein they shall be required to act reasonably in all regards and shall reply to any request for agreement, approval or consent within a reasonable period.

16.7 References to Clause means a clause of this Agreement.

16.8 Words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it be done and any words placing a party under a restriction include an obligation not to cause, permit or suffer any infringement of that restriction.

## 17. LAWS OF SCOTLAND

17.1 This Agreement shall be construed in accordance with the Laws of Scotland.

### **Burden 6**

Deed of Servitude by Carmichael Homes & Interiors Ltd (hereinafter referred to as [the Granter]) to Trust Housing Association Limited (hereinafter referred to as [Trust]) registered 4 Dec 2018, of the subjects in this title, contains the following rights and conditions:

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### DEFINITIONS AND INTERPRETATION

1.1 In this Deed:-

[Benefited Owner] means the proprietor for the time being of the Benefited Property and each and every part thereof;

[Benefited Property] means Title Number GLA231699

□Burdened Owner□ means the proprietor for the time being of the Burdened Property and each and every part thereof;

"Burdened Property" means those subjects in this title;

□Date of Entry□ means 9 November 2018 notwithstanding the date or dates hereof;

"Schedule" means the schedule annexed to this Deed of Servitude;

"Servitude Area" means that area being the road and footpaths formed within the Burdened Property all as shown hatched blue on the cadastral map;

"Servitude Conditions" means the conditions under which the Servitude Rights are to be exercised set out in Part 2 of the Schedule;

"Servitude Rights" means the servitude rights set out in Part 1 of the Schedule; and

## 1.2 Interpretation

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

1.2.1 words importing any gender include all other genders;

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

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

1.2.5 any reference to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or Part of the Schedule of or to this Deed;

1.2.6 any rights reserved to Trust are exercisable by the tenants, agents, employees, workmen and others authorised by them from time to time.

## 1.3 Schedule

The Schedule forms part of this Deed.

## 2. GRANT OF SERVITUDE

IN CONSIDERATION of the sum of ONE POUND (£1) STERLING paid to the Granter by Trust, the Granter grants the Servitude Rights but subject always to the Servitude Conditions (if any).

## 3. OBLIGATIONS ON THE BURDENED OWNER

The Burdened Owner binds itself:

3.1. not, without the prior consent in writing of the Benefited Owner, to interfere with or obstruct the access to the Servitude Area or any service media being the pipes, conduits, cables, drains, lines, sewers, ancillary structures, water, gas, electricity cables and telegraphic and telecommunications plant for the provision of water, sewage, drainage, electricity, gas, telecommunications or otherwise which lie within the Servitude Area;

3.2. not to erect or install or cause or permit to be erected or installed any building or structure or permanent apparatus in, through, upon or over the Servitude Area;

Provided that nothing contained within this Clause shall prevent the Burdened Owner from installing any necessary service pipes, drains, wires or cables under the supervision of and with the prior consent (which shall not be unreasonably withheld) of the Benefited Owner.

This is the Schedule referred to in the foregoing Deed of Servitude by Carmichael Home & Interiors Limited in favour of Trust Housing Association Limited.

## Part 1

### The Servitude Rights

The following servitude rights are imposed on the Burdened Property in favour of the Benefited Property:-

1. The heritable and irredeemably the servitude right of access for pedestrians and vehicles (including construction traffic) over the Servitude Area
2. A heritable and irredeemably servitude right of all purposes as required by the Benefited Proprietor and its contractors, employees, statutory undertakers and others authorised by them and all necessary plant and equipment in and through the Burdened Property or any part thereof to use and connect to the service media within the Burdened Property and to subsequently maintain in position maintain, inspect, repair, renewal, install, lay, form, construct or replace the service media to a standard commensurate with adoption together with such rights of pedestrian and vehicular access over the Burdened Property as our necessary for the exercise of such rights in respect of the Service Media for the forgoing purposes.

## Part 2

### The Servitude Conditions

The Servitude Right(s) created by this Deed are subject to the following Servitude Conditions enforceable against the Benefited Owner by the Burdened Owner:

#### General Conditions

The Benefited Owner will:

1. in exercising the Servitude Rights take all reasonable precautions to avoid obstruction or damage to or interference with the use of the Burdened Property;

2. make good all damage or injury caused to the Burdened Property by the exercise of the Servitude Rights;
  3. carry out any such works of repair in an appropriate manner;
  4. comply with all applicable statutes and any regulation or order made thereunder such statute;
  5. Free and relieve the Burdened Proprietor of any costs claims and expenses properly and reasonably incurred as a result of the exercise of the Servitude Rights.
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