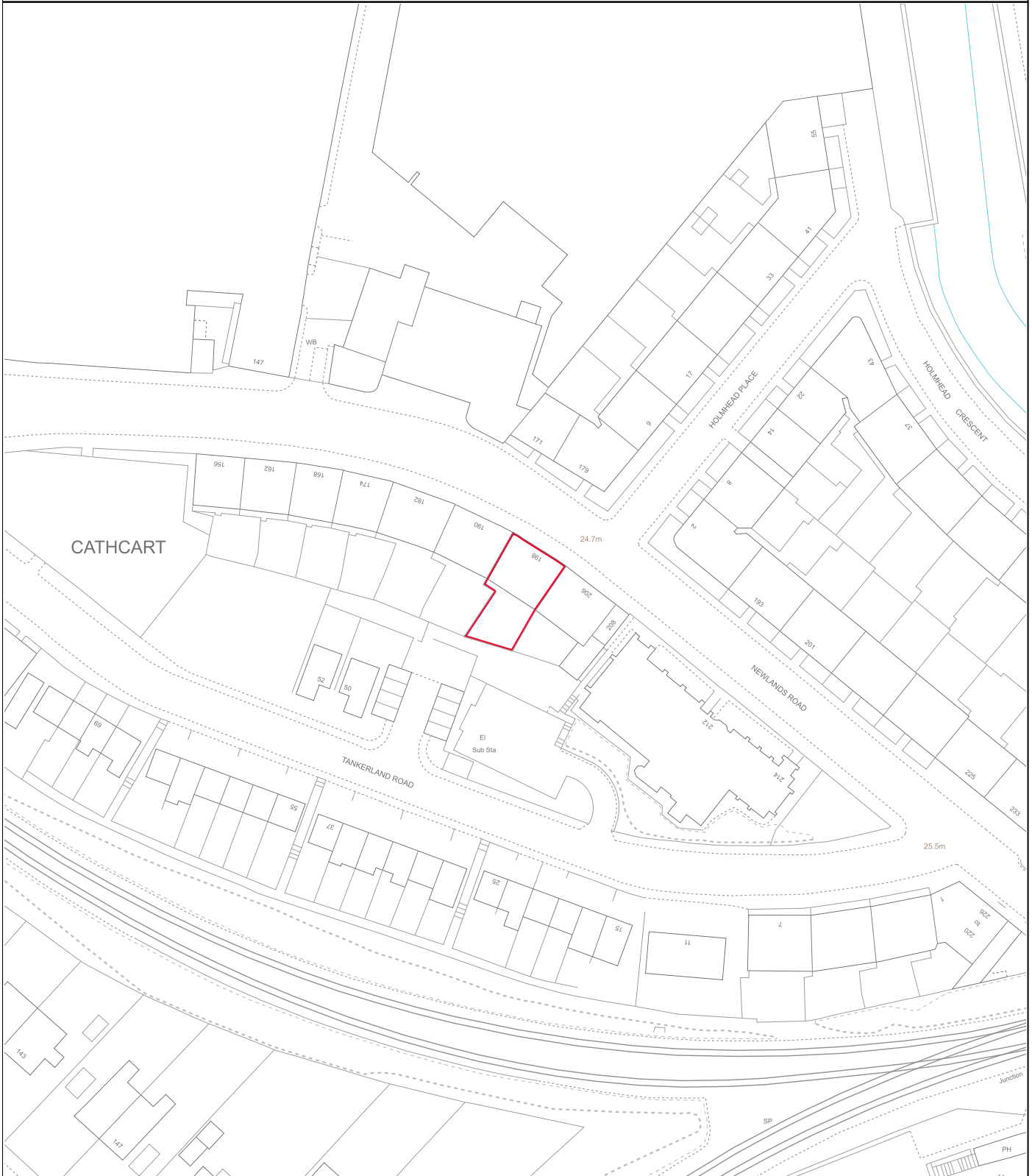




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Title Information: GLA79516

Search summary

Date/Time of search	22-09-2022 15:22:39
Transaction number	SCO-12321991
User Reference	business charges

Section A

GLA79516

Property

Date of first registration	22-03-1991
Date title sheet updated to	01-02-2021
Hectarage Code	0
Real Right	OWNERSHIP
Map Reference	NS5860C
Title Number	GLA79516
Cadastral Unit	GLA79516
Sasine Search	
Property address	198 NEWLANDS ROAD, GLASGOW G44 4EY
Description	Subjects within the land edged red on the Title Plan being the right hand flat on the top floor of the tenement 198 NEWLANDS ROAD, GLASGOW G44 4EY ; Together with the whole common and other rights effering to the subjects in this Title whether created by the Deed of Conditions in Entry 4 of the Burdens Section or otherwise.
Notes	1. The minerals are excepted. The conditions under which the minerals are held are set out in the Feu Contract in Entry 1 of the Burdens Section.

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Section B**GLA79516**

Proprietorship

AMINA HUSSAIN 28 Cairngorm Road, Glasgow, G43 2XA.

Entry number	1
Date of registration	17-01-2007
Date of Entry	20-12-2006
Consideration	£90,000

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Section C**GLA79516**

Securities

Entry number	1
Specification	Standard Security for £78065 by said AMINA HUSSAIN to MORTGAGE EXPRESS, Registered Office Endeavour House, 1 Lyonsdown Road, New Barnet, Herts EN5 1HU.
Date of registration	17-01-2007
Notes	1. The above Standard Security was assigned to SIBERITE MORTGAGES LIMITED incorporated under the laws of England and Wales with company number 11416218 and with its registered office at The Pavilions, Bridgwater Road, Bristol BS13 8AE conform to Assignment registered 22 Jul 2019

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Section D

GLA79516

Burdens

Number of Burdens: 7

Burden 1

Feu Contract containing Feu Disposition by Sir John Maxwell Stirling Maxwell (First Party - "The Superior") to John Chisholm, junior and William Goudie Chisholm, as Trustees and Trustee for themselves (Second Party) and the heirs of the first deceiver of them and to the assignees of said Trustees and Trustee, recorded G.R.S. (Renfrew) 22 Nov. 1904, of inter alia (I.) 465 square yards 2 square feet of ground, (II.) 404 square yards 6 square feet of ground, (III.) 420 square yards of ground and (IV.) 428 square yards 5 square feet of ground, of which '(II.)' subjects, the subjects in this Title form part, contains the following burdens:

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Reserving to the superior the whole coal limestone ironstone freestone and other metals and minerals in the ground above disposed with liberty to work win and carry away the same upon paying damages to the said second parties or their foresaids at the sight of men to be mutually chosen. And declaring that the said second parties and their foresaids and their tenants in the said subjects shall not be permitted to dig clay nor make nor burn any brick or potter work out of or upon the ground hereby feued nor to set down or establish or carry on upon any part thereof any candle works soap works oil or grease works glass works sugar works vitriol works slaughter houses foundries of brass or iron or works for making glue or cudbear or any works of such a nature as can be legally deemed a nuisance or to place upon any part of the said subjects any dunghills or dung pits except for the use of themselves or their foresaids occupying and possessing the said subjects allanarly declaring also that no back houses or buildings shall be erected on any part of the said steadings of ground other than coal cellars and washing houses for the use of the tenants in the tenements to be erected thereon or cellars of other accommodation in connection with shops in the event of any portion of the tenements which may be erected being occupied as shops and no back houses or buildings of any kind shall be erected which shall exceed twelve feet in height to the ridge of the roof and it is hereby expressly provided and declared that the said second parties or their foresaids shall not be entitled to erect any dwellinghouses on said steadings of ground which shall exceed four square storeys in height above the level of Newlands Road or which shall consist of less than one room and kitchen with a water closet which water closets may in the case of one of the houses on each stair landing or flat be situated on the stair in place of forming part of the house nor to allow any part of any tenement erected thereon consisting of less than one room and kitchen with water closet to be occupied as a separate possession and the tenement to be erected on said steadings of ground shall be so constructed as not to have more than three tenants on each stair landing or flat and in the event of the said second parties or their foresaids contravening this provision they shall thereby forfeit not only all buildings so to be erected or occupied but also their whole right and title to the said steadings of ground upon which such buildings are erected which with all buildings erected thereon shall in that event revert to the superior as if these presents had never been granted. And it is hereby further provided and declared that the superior shall not be bound to adhere to the existing feuing plan

of the lands of Newlands or to any plan but may alter or vary the same as he may think proper provided the vassals get access to their feus by said road. For payment of the sum of eleven pounds twelve shillings and seven pence for the steading of ground in the first place hereinbefore disposed of the sum of ten pounds two shillings and four pence for the steading of ground in the second place hereinbefore disposed of the sum of ten pound ten shillings for the steading of ground in the third place hereinbefore disposed and of the sum of ten pounds fourteen shillings and three pence for the steading of ground in the fourth place hereinbefore disposed yearly in name of feu duty and that at two terms in the year Whitsunday and Martinmas by equal portions in all time coming with interest at the rate of five per cent per annum on each terms payment from the time the same falls due during the non-payment. And further the said John Chisholm, Junior and William Goudie Chisholm bind and oblige themselves and their foresaids within one and a half years from 21 Oct. 1904 to erect upon each of three of the steadings of ground hereby disposed and within two and a half years on the remaining steading of ground a tenement of dwellinghouses with or without shops on the ground flat which tenements shall be of the yearly value of not less than triple the feuduty payable for such steading and shall be erected in conformity with the declarations hereinbefore contained and also to maintain and uphold the same in a proper and sufficient state of repair so as always to be of such a yearly value and of an equally good style of architecture in all time thereafter. Declaring that the said tenements shall so far as fronting the said road be built of polished ashlar and no brick shall be used in the erection thereof except for inner division walls and all buildings to be erected on said steadings of ground both back and front shall be covered with slated roofs thatched and other roofs being hereby expressly excluded and before the erection of any buildings is commenced a plan thereof shall be submitted to the superior or his Factor and be approved of by him. And it is hereby expressly provided and declared that if the second parties or their foresaids shall fail to have the said tenements completely erected and finished within the periods foresaid then and in that event this Feu Contract and all that has followed or may be competent to follow hereon shall so far as regards the steading or steadings of ground to which such failure applies be ipso facto null and void to all intents and purposes and of no force strength of effect and the said steadings and all erections thereon shall thereupon revert and belong to the superior in the same manner as if these presents had never been granted. And the said John Chisholm, Junior and William Goudie Chisholm bind and oblige themselves and their foresaids at their own expense and when required by the superior to erect along the boundaries separating the said steadings from each other wooden palings of five feet in height and when the ground adjoining the steading hereinbefore disposed in the first place comes to be feued the feuars thereof shall be bound to pay them one half of the value of said paling at the time and in the event of said palings being erected by the adjacent feuars then the said second parties and their foresaids shall be bound to repay such feuars one half of the value thereof. And the said second parties bind and oblige themselves and their foresaids to pay to the superior at the delivery hereof the sum of two hundred and twenty pounds ten shillings being the proportion effecting to the ground hereby feued of the expense incurred by him in making said road and sewer therein and in laying a gravel or ash footpath of ten feet wide along the side of Newlands Road next to and opposite the feus and in metalling the half of said road next to and opposite the same the carriageway of said road being sixty feet wide. And the first party in respect of said payment binds himself and his successors so far as not already done forthwith to make the said road and sewer to lay the said footpath and to metal the said half of said road. And the second parties bind and oblige themselves and their foresaids at their own expense to form and maintain the proposed lane to measure 10 feet in width and when the adjoining ground comes to be feued the feuar thereof shall be bound to pay them one half of the cost of forming said lane and the said second parties bind and oblige themselves and their

foresaids at their own expense so far as not already done to lay a flagstone pavement upon the said footpaths and to causeway the half of the carriage way of said road next to and opposite the ground hereby feued within three months after the superior and the feuars of three fourth parts of the frontage of said road shall have resolved that the same shall be so paved and causewayed throughout. And the said second parties bind and oblige themselves and their foresaids to maintain and uphold in good and sufficient order and repair the one half of the said road, footpaths and common sewers opposite their feus in all time hereafter. And in order that the public streets formed on the said lands may be maintained upon a proper and uniform level the said second parties bind and oblige themselves and their foresaids to maintain the half of the said road opposite their feu on the level to be fixed by the Superior in all time hereafter; all which obligations regarding the buildings, walls, fences, roads, footpaths and common sewers shall be implemented by the said second parties and their foresaids at the sight and to the satisfaction of the superior or any engineer or Architect to be named by him. And lastly the said second parties bind and oblige themselves and their foresaids to implement and fulfil the several stipulations above mentioned under the penalty of one hundred pounds Sterling over and above performance besides forfeiting the present feu right in the option of the superior.

Note 1: The said steadings, "(I.)" to "(IV.)", above disposed are now occupied by steadings 206 and 208, 198, 190 and 182 Newlands Road respectively. 2: The said proposed lane has never been formed.

Burden 2

Contract of Ground Annual containing Disposition by Henry Bowie Fyfe, Charles James MacLean, Robert Kerr and William Alexander Allan, as Trustees for their Firm of Fyfe MacLean and Company (First Party) to John Chisholm, junior and William Goudie Chisholm, as Trustees and Trustee for themselves (Second Party) and the heirs of the first deceiver and their assignees, recorded G.R.S. (Renfrew) 3 Jun. 1905, of (I.) 465 square yards 2 square feet of ground and (II.) 404 square yards 6 square feet of ground, of which "(II.)" subjects, the subjects in this Title form part, contains burdens &c. in the following terms:

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Declaring that the said steading of ground above disposed in the second place shall have a servitude overall and whole that steading of ground containing Four hundred and twenty square yards or thereby Imperial measure and particularly described in the third place in the said Feu Contract in Entry 1, to the effect that no buildings shall ever be erected on any part of the back ground of said steading, containing 420 square yards or thereby, which would prevent the occupation of any apartment in the buildings to be erected on the said steading above disposed in the second place as a sleeping apartment. And the said steadings of ground above disposed are so disposed with and under the following conditions and declarations videlicet:- (Primo) With and under burden of payment to the superior in terms of said Feu Contract of the following feuduties videlicet;- Eleven pounds twelve shillings and seven pence for the steading of ground above disposed in the first place and ten pounds two shillings and four pence for the steading of ground above disposed in the second place; (Secundo) With and under the real and preferable lien and burden of payment of the yearly ground rents or ground annuals following videlicet:- (first) a yearly ground rent or ground annual of eight pounds seven shillings and five pence to be uplifted and taken furth and from the steading of ground hereinbefore disposed in

the first place and whole houses and buildings erected and to be erected thereon or furth of and from any part or portion thereof and readiest rents maills and duties of the same and (second) a yearly ground rent or ground annual on nine pounds seventeen shillings and eight pence to be uplifted and taken furth and from the steading of ground hereinbefore disponed in the second place and whole houses and buildings erected and to be erected thereon or furth of and from any part or portion thereof and readiest rents maills and duties of the same payable said ground rents or ground annuals at two terms in the year Whitsunday and Martinmas by equal portions in all time coming with interest thereof at the rate of five per centum per annum from and after the respective terms of payment till paid; (Tertio) No back houses or buildings shall be erected on any part of the said steadings of ground other than coal cellars and washing houses for the use of the tenants in the tenements to be erected thereon or cellars or other accommodation in connection with shops in the event of any portion of the tenements which may be erected being occupied as shops and no back houses or buildings of any kind shall be erected which shall exceed twelve feet in height to the ridge of the roof. And it is hereby expressly provided and declared that the said John Chisholm, Junior and William Goudie Chisholm as Trustees foresaid and their foresaids shall not be entitled to erect any dwellinghouse on said steading of ground which shall exceed four square storeys in height above the level of Newlands Road or which shall consist of less than one room and kitchen with a water closet which water closets may in the case of one of the houses on each stair landing or flat be situated on the stair in place of forming part of the house nor to allow any part of any tenement erected thereon consisting of less than on room and kitchen with a water closet to be occupied as a separate possession. And the tenements to be erected on said steadings of ground shall be so constructed as not to have more than three tenants on each stair landing or flat and in the event of the said John Chisholm, Junior and William Goudie Chisholm or their foresaids contravening this provision they shall thereby forfeit not only all buildings so to be erected or occupied but also their whole right and title to the said steadings of ground upon which such buildings are erected which with all buildings erected thereon shall in that event revert to the said Henry Bowie Fyfe, Charles James MacLean, Robert Kerr and William Alexander Allan as Trustees foresaid or their or his assignees as if these presents had never been granted: (Quarto) The said John Chisholm, Junior and William Goudie Chisholm shall be bound as they hereby bind and oblige themselves and their foresaids forthwith to erect in so far as not already done upon each of the steadings of ground hereby disponed a tenement of dwellinghouses with or without shops on the ground flat which tenements shall be of the yearly value of not less than triple the feuduty and ground annual payable for such steading and shall be erected in conformity with the declarations hereinbefore contained and also to maintain and uphold the same in a proprer and sufficient state of repairs so as always to be of such a yearly value and of an equally good style or architecture in all time thereafter. Declaring that the said tenement shall so far as fronting the said road be built of polished ashlar and no brick shall be used in the erection thereof except for inner division walls and all buildings to be erected on said steadings of ground both back and front shall be covered with slated roofs thatched and other roofs being hereby expressly excluded and before the erection of any buildings is commenced a plan thereof shall be submitted to the said Henry Bowie Fyfe, Charles James MacLean, Robert Kerr and William Alexander Allan as Trustees foresaid or their foresaids or their surveyor and be approved of by them or him. And it is hereby expressly provided and declared that if the said John Chisholm, Junior and William Goudie Chisholm or their foresaids shall fail to have the said tenements completely erected and finished forthwith then and in that event this Contract of Ground Annual and all that has followed or may be competent to follow hereon shall so far as regard the steading or steadings of ground to which such failure applies be ipso facto null and void to all intents and purposes and of no force strength or effect and the

said steadings and all erections thereon shall thereupon revert and belong to the said Henry Bowie Fyfe, Charles James MacLean, Robert Kerr and William Alexander Allan as Trustees foresaid or their foresaids in the same manner as if these presents had never been granted: (Quinto) the said John Chisholm, Junior and William Goudie Chisholm shall if and whenever required by the said Henry Bowie Fyfe, Charles James MacLean, Robert Kerr and William Alexander Allan as Trustees foresaid or their foresaids be bound to keep each of said tenement to be erected on said steadings of ground insured against loss by fire for a sum of not less than thirty three times the amount of the yearly ground rent or ground annual payable for the steading of ground on which such tenement has been erected in name of the said Henry Bowie Fyfe, Charles James MacLean, Robert Kerr and William Alexander Allan as Trustees foresaid or their foresaids and that with such Insurance Company as may be named by them and regularly to pay the premiums of insurance as they fall due and to exhibit the receipts therefor to the said Henry Bowie Fyfe, Charles James MacLean, Robert Kerr and William Alexander Allan as Trustees foresaid or their foresaids. And in the event of the buildings on the said steading of ground or either of them being destroyed or damaged by fire then the sum or sums which may be received under the insurance to be effected as aforesaid shall be retained and applied at the sight of the said Henry Bowie Fyfe, Charles James MacLean, Robert Kerr and William Alexander Allan as Trustees foresaid or their foresaids either towards the erection of new buildings on the said plots of ground in place of those which may be so destroyed or in repairing the injury which said buildings may have sustained. And in the event of the said John Chisholm, Junior and William Goudie Chisholm or their foresaids refusing or failing to insure the said buildings in manner foresaid or to pay the premiums on the said Insurance regularly as the same become due it shall be in the power of the said Henry Bowie Fyfe, Charles James MacLean, Robert Kerr and William Alexander Allan as Trustees foresaid and their foresaids to insure the said buildings in their own names at the expense of the said John Chisholm, Junior and William Goudie Chisholm and their foresaids and to advance the premiums for the said insurance the said premiums so to be advanced being always with the interest thereon at the rate of five per centum per annum to be repaid by the said John Chisholm, Junior and William Goudie Chisholm or their foresaids. And the said premiums so to be advanced shall form a charge on the rents of the said tenement to be erected on the said steadings of ground before disposed and (Sexto) In the event of the said John Chisholm, Junior and William Goudie Chisholm or their foresaids allowing two years ground rent or ground annual of the said steadings of ground hereby disposed or either or them to be resting owing and unpaid or in the event of their failing to erect and maintain and insure or repair and rebuild and thereafter maintain and insure buildings of the description foresaid or contravening any of the other stipulations herein contained then these presents and all following thereon shall in the option of the said Henry Bowie Fyfe, Charles James MacLean, Robert Kerr and William Alexander Allan as Trustees foresaid or their foresaids become ipso facto void and null quoad the steadings or steadings in respect of which any such failure shall occur and such steadings or steading of ground and all buildings thereon shall revert and belong to the said Henry Bowie Fyfe, Charles James MacLean, Robert Kerr and William Alexander Allan as Trustees foresaid or their foresaids as if these presents had never been granted.

Note: The said steadings, "(I.)" and "(II.)", above disposed are now occupied by steadings 206 and 208 and 198 Newlands Road respectively.

Burden 3

Memorandum of Agreement between Nether Pollok Limited and John Chisholm and William Goudie Chisholm, as Trustees for themselves, recorded G.R.S. (Glasgow) 9 Jan. 1925, constitutes in respect of commutation of casualties inter alia an additional feuduty of £0:

16s:0d over and above the said existing feuduty of £10:2s:4d payable for 404 square yards 6 square feet of ground of which the subjects in this Title form part.

Burden 4

Deed of Conditions, recorded G.R.S. (Glasgow) 11 Oct. 1948, by James Riddell, Proprietor of 4 steadings of ground, viz:

- (I.) 465 square yards 2 square feet of ground, (II.) 404 square yards 6 square feet of ground, (III.) 420 square yards of ground and (IV.) 428 square yards 5 square feet of ground, being the Tenements &c. known as 182 to 208 Newlands Road, of which "(II.)" subjects, the subjects in this Title form part, declares as follows:-

(First) The Proprietors of each of the dwellinghouses in said tenements shall possess rights in common with the other Proprietors in the tenements of which his or her dwellinghouse forms part (hereinafter called the said tenement) in:- (a) the solum of which the said tenement is erected, the common back green and garden ground pertaining thereto and all erections thereon and the street and pavement private carriageway ex adverso the said tenement; (b) the roof and foundations of the said tenement; (c) the front, back and gable walls and the chimney heads of the said tenement; (d) the common closes and stairways in or leading to the said tenement, stair landings and stair windows, the stairways and passages leading to the common back green and walls and railings enclosing the said stairways and passages; (e) the common drains, soil and rainwater pipes, water, gas and other pipes, rhones, conductors, and common cisterns, electric mains, cables, wires and pipes therefor so far as used in common for the said dwellinghouses and (f) all parts and pertinents of said tenement which are common or mutual to the proprietors of the dwellinghouses therein; And the whole expenses of maintaining, repairing and renewing any of the above common property in each tenement shall be borne by the common proprietors thereof in the same proportion as the rentals at which they are respectively assessed for local rates bear to the assessed rental for the whole tenement; No alteration of the structure of any of said tenement or any part thereof shall be made by any Proprietor without the consent of the other proprietors in that tenement; (Second) the proprietors of the several houses shall each have a right of free access and egress to and from their respective premises from the street and to the common back green and garden ground and to the roof and chimney heads of said tenement by the hatchways leading thereto for the purpose of cleaning vents, repairing chimney heads, cisterns, roof gutters and for all necessary purposes on said roof and free access to all parts and pertinents of said tenement which are common or mutual to the proprietors thereof when required for all necessary purposes; (Third) the boundary of each dwellinghouse shall be the centre line of the joists of the floor and roof thereof and accordingly; (a) the joists supporting each dwellinghouse on the ground floor shall be maintained solely by the Proprietor thereof; (b) the joists which separate two dwellinghouses shall be maintained equally by the Proprietors thereof and (c) the joists carry the roof shall be maintained by the whole Proprietors in each tenement in proportion to their assessed rentals as aforesaid; (Fourth) And the Proprietors of said dwellinghouses shall be liable in proportion to their assessed rental as aforesaid for the share applicable to the tenement of which their

dwellinghouse forms part of the cost of maintenance, repair, upkeep, rebuilding and replacement when required of all roads or streets or walls (including retaining walls) And footpaths for which the Proprietors are liable under the titles thereof or otherwise; (Fifth) for ensuring the due and prompt execution of any common repairs and common upkeep which may fall upon the Proprietors of dwellinghouses in any of the said tenement, it shall be within the power of any Proprietor in one tenement to convene the other Proprietors thereof to a meeting to be held at such reasonable time and place as shall be specified in the notice calling the meeting at which at least seven clear days' notice shall be given and it shall be competent at any such meeting by a majority of the votes of these present and liable to contribute (each Proprietor liable to contribute personally present or represented by his duly authorised representative having one vote for each pound of assessed rental of the dwellinghouse owned by him):- (Primo) to order to be executed any common or mutual operations by way of maintenance, repair or renewal of common property and painting or decoration of the outside walls, gables, rhones and conductors, windows or doors of such tenement and the common passages and stairs and others therein and also on roads or streets, walls, fences and lanes or the portions thereof for which the Proprietors of such tenement are liable, all as may be considered desirable or necessary and that as a common charge against the whole Proprietors as a body and should a majority of the Proprietors voting as aforesaid approve of such repairs or upkeep being proceeded with then the same shall be proceeded with and all the Proprietors whether consenters thereto or not shall be bound to contribute toward the cost of same in proportion to their assessed rentals as aforesaid; DECLARING, however, that in the event of the Proprietor for the time being of any of the dwellinghouses in said tenements considering it necessary that any repairs should be executed so as to keep the premises owned by him wind and water tight and in good sanitary condition and of the other Proprietors of the tenement of which such premises form part at a meeting convened as aforesaid refusing to sanction such repairs, the Proprietor making said requisition may either proceed with the repairs and have the liability for payment thereof decided by the Arbiter as aftermentioned or the question of the necessity for executing such repairs may first be referred to the Arbiter as hereinafter provided; (Secundo) to make any regulations which may be considered necessary with regard to the preservation, cleaning, use or enjoyment of such portions of each tenement and appurtenances thereof as are of common use and benefit all which regulations so made shall be binding on all the Proprietors of dwellinghouses in the said tenement whether consenters thereto or not and (Tertio) to appoint any one or more of their number or any other person (hereinafter referred to as the Factor) to take charge of all such matters and things as may competently be dealt with at any such meeting as aforesaid and to delegate to the Factor the whole rights and powers or any of them exercisable by a majority vote at such meeting and also to fix remuneration (if any) payable to the Factor for his services for the duration of his appointment and also to terminate the appointment of the Factor and to appoint another Factor in his place: Declaring further that all expenses and charges incurred for services performed by the Factor in terms of or in furtherance of the provisions herein contained including the remuneration (if any) of the Factor shall be payable by the proprietors of the dwellinghouses in each tenement whether consenters thereto or not in proportion to their assessed rental as aforesaid and all contributions due for work done as aforesaid or for services performed by the Factor may be collected by the Factor and in the event of any person or persons so liable failing to pay his or her or their portion of such expense, charges or remuneration within one month after payment of the same is demanded the Factor or other person or persons appointed as aforesaid shall (without prejudice to the rights and remedies of the other Proprietors in such tenement) be entitled to sue for and recover the same from the person so failing, together with all expenses incurred by him or them thereanent; (Sixth) Each Proprietor shall be bound to give

all reasonable access to the dwellinghouse owned by him to other Proprietors or Proprietor of the tenement of which it forms part for the purpose of inspection and so far as necessary for the carrying out of all repairs renewals provided for herein; But the Proprietors or Proprietor so obtaining access shall carry out any work with utmost dispatch do as little damage as reasonably possible and shall bear the whole expense of the work required for his dwellinghouse and restore the premises and all damage done and pay and compensate the Proprietor of the dwellinghouse to which access is obtained for all reasonable loss, damage or injury suffered as the same, failing agreement, shall be determined by the Arbiter aftermentioned; (Seventh) Each of the said tenements shall be insured with a responsible British Insurance Company to be approved of by a majority of the Proprietors of the several dwellinghouses in such tenement by one Policy in name of the Proprietors of the several dwellinghouses in such tenement for their respective interests to the extent of at least twenty years purchase of the gross rental of such tenement or for such greater sum as may be decided by a majority of the tenement as proved in Declaration "(fifth)" hereof and the annual premium on said Policy of insurance shall on or before the date of renewal be ingathered by the Factor, each Proprietor contributing in proportion to his assessed rental as aforesaid and the whole premium shall be paid to the Insurance Company or its Agent by the Factor who shall exhibit a receipt within the days of grace; DECLARING that the amount recovered from the Insurance Company under said Policy shall be held in trust for and shall be applied to reinstate the damage done or in rebuilding such tenement and other; the whole Proprietors of each of the said tenement shall be insured against property owners liability under one Policy with a responsible Company as aforesaid for such sum as the majority of the Proprietors may from time to time determine and the Proprietors of the several dwellinghouses shall each pay a part of the Premium which shall be collected and paid and accounted for as above provided in regard to the fire insurance and (Eighth) All matters, questions, differences and disputes which may arise between or among the Proprietors of the several dwellinghouses in each of the said tenement or their representatives or any of them out of or in respect of these presents or their interests in the foresaid tenements of dwellinghouses and pertinents in any way whatever without any limitations are hereby referred to the amicable decision of an Arbiter to be mutually agreed whom failing for any reason the parties shall accept the Dean of the Faculty of Procurators in Glasgow for the time whom failing his nominee as sole Arbiter and whatever the Arbiter shall determine the aforesaid Proprietors and their respective heirs, executors and representatives whomsoever shall be bound to implement and fulfil to each other with power to the Arbiter to take skilled advice to order execution and performance or works, to assess damaged and to apportion liability therefor and for all payment and expenses among the said Proprietors of the said dwellinghouses in the respective tenements; the foresaid conditions, provisions, declarations and servitudes shall constitute the basis on which the several Proprietors of the dwellinghouses in said tenement hold the same and shall be binding on and be enforceable by the Proprietors of said several dwellinghouses and their heirs, successors and assignees in all time coming.

Burden 5

Disposition by James Riddell to Mary Fraser and her heirs and assignees recorded G.R.S. (Glasgow) 21 Jun. 1961 of the subjects in this Title contains the following burdens:

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Declaring that the amount apportioned on the subjects hereby disposed of the cumulo feuduty of Ten pounds eighteen shillings and four pence Sterling and the ground annual of Nine pounds seventeen shillings and eight pence Sterling exigible from the whole subjects hereby disposed form part is hereby fixed at One pound eighteen shillings and four pence Sterling per annum which proportion of feuduty and ground annual the said disponee and her foresids shall be bound to pay and so free and relieve me and my successors in the ownership of the remainder of the said whole subjects I and my successors being bound to free and relieve my said disponee and her foresaids of the balance of the said cumulo feuduty and ground annual.

Burden 6

Notice of Potential Liability for Costs in terms of section 12 of the Tenements (Scotland) Act 2004 by Hacking & Paterson Management Services, 1 Newton Terrace, Glasgow, G3 7PL as Property Manager of 198 Newlands Road, Glasgow in respect of costs relating to maintenance or work described therein as common repair and maintenance work carried out or to be carried out, common insurance policy premium due or to fall due, management and administration charges incurred or to be incurred, in respect of the subjects in this Title, dated 14 February 2018, registered 23 February 2018

Notice of Potential Liability for Costs in terms of section 12 of the Tenements (Scotland) Act 2004 by Hacking & Paterson Management Services, 1 Newton Terrace, Glasgow, G3 7PL as Property Manager of 198 Newlands Road, Glasgow in respect of costs relating to maintenance or work described therein as common repair and maintenance work carried out or to be carried out, common insurance policy premium due or to fall due, management and administration charges incurred or to be incurred, in respect of the subjects in this Title, dated 14 February 2018, registered 23 February 2018

Burden 7

Notice of Potential Liability for Costs in terms of section 12 of the Tenements (Scotland) Act 2004 by HACKING & PATERSON MANAGEMENT SERVICES, 1 Newton Terrace, Glasgow, G3 7PL as property managers in respect of costs relating to maintenance or work described therein as common repair and maintenance work carried out or to be carried out, common insurance policy premium due or to fall due and management and administration charges incurred or to be incurred, in respect of the subjects in this Title dated 29 January 2021 registered 01 February 2021

Notice of Potential Liability for Costs in terms of section 12 of the Tenements (Scotland) Act 2004 by HACKING & PATERSON MANAGEMENT SERVICES, 1 Newton Terrace, Glasgow, G3 7PL as property managers in respect of costs relating to maintenance or work described therein as common repair and maintenance work carried out or to be carried out, common insurance policy premium due or to fall due and management and administration charges incurred or to be incurred, in respect of the subjects in this Title dated 29 January 2021 registered 01 February 2021

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