



Title Information: GLA50745

Search summary

Date/Time of search	26-10-2023 11:17:04
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Transaction number	SCO-15953823
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User Reference	DM/SH/GARY02/02
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Section A**GLA50745**

Property

Date of first registration	27-02-1989
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Date title sheet updated to	28-03-2023
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Hectarage Code	0
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Real Right	OWNERSHIP
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Map Reference	NS5865M
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Title Number	GLA50745
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Cadastral Unit	GLA50745
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Sasine Search

Property address	183A HOPE STREET, GLASGOW G2 2UL
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Description

Subjects 183A, HOPE STREET, GLASGOW G2 2UL within the land edged red on the Title Plan, being (I) the basement premises tinted blue and pink on the said plan and (II) the ground floor premises tinted pink and yellow on the said plan of the Tenement 183 to 191 (odd numbers) Hope Street and 79 to 81 (odd numbers) West Regent Street, together with (First) a pro indiviso right of property along with the proprietors of the other parts of the said tenement in and to the areas of ground, including the solum, on which the said tenement is erected, and the Streets, lane and pavements ex adverso of the same: and (Second) the rights specified in the Deed of Declarations and Conditions of Title in Entry 3 of the burdens section: Together also with a servitude right in favour of the proprietors of the subjects in this Title to keep, maintain and repair and if necessary renew the external signboard above the premises in this Title as its present position in all time coming notwithstanding that it projects above the centre line of the joists supporting the floors of the flat above the said premises, with right to keep, maintain and renew any holdfasts, dooks otherwise in the wall of the said tenement so as to keep said signboard in a safe and sound condition but under the obligation on the proprietor of the subjects in this Title of making good any damage thereby caused and of maintaining the said signboard in good order and repair so that in particular but without prejudice to the said generality no water can percolate through the leadwork over the same into other parts of the said tenement.

Notes

1. The freestone are excepted. The conditions under which the minerals are held are set out in the Instrument of Sasine in Entry 1 of the Burdens Section.

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Section B**GLA50745**

Proprietorship

GARY PROPERTY INVESTMENTS LIMITED incorporated under the Companies Acts (Registered Number 09031079) and having its Registered Office at 69 Fulmer Drive, Touchwood, Gerrards Cross, Buckinghamshire SL9 7HF.

Entry number	1
Date of registration	28-03-2023
Date of Entry	24-03-2023
Consideration	£257,500 together with VAT of £51,500

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Section C

GLA50745

Securities

There are no entries.

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Section D

GLA50745

Burdens

Number of Burdens: 4

Burden 1

Instrument of Sasine, recorded P.R.S. (Glasgow &c.) 15 Aug. 1820, on Feu Contract containing Feu Disposition by Trustees on the Estate of Blythswood (First Party) to Ralph Wardlaw (Second Party) and his heirs and assignees, of 432 square yards of ground, contains the following burdens:

Declaring that the said Ralph Wardlaw and his foresaids should be bound and obliged between and the term of Martinmas one thousand eight hundred and twenty one to erect and thereafter to uphold and maintain houses or other Buildings of Stone and Lime and covered with Slates on the said lands the yearly rent of which should be at least equal to the double of the feuduty herein after mentioned RESERVING always to the said Trustees and to the Survivor of them or the heirs of such Survivor and their or his assigns the hail freestone in the Lands above described BUT DECLARING that notwithstanding of this reservation it should be lawful to and in the power of the said Ralph Wardlaw and his foresaids (as the primary use thereof) to dig or work the said freestone in the ground above described for erecting Houses or Offices or Walls or other Buildings upon the said lands or for making or repairing roads therein But he and they are thereby expressly restricted from selling any part of the said freestone or disposing of the same to any other purpose or use than as above specified AND DECLARING also that notwithstanding of the said reservation of the freestone in the lands above described it should not be lawful to nor in the power of the said Trustees or their foresaids to dig or work the same without the express consent of the said Ralph Wardlaw or his foresaids being previously had and obtained thereto And also DECLARING that the said Ralph Wardlaw or his foresaids should not dig any Clay nor make nor burn any brick or potter work out of or upon the ground of the said lands excepting for Walls thereon and other purposes connected therewith AND FARTHER DECLARING that it should not be lawful to nor in the power of the said Ralph Wardlaw or his foresaids to make use of any part of the said Ground for Depositing Dung or rubbish except such as are produced within the Lands above described or to carry on any business of Brewing Distilling Tanning of Leather making of Soap or Candle Glue Cudbear Vitriol or to erect Glassworks Foundaries of Brass Iron or other Metals or to erect Granaries or Steam Engines or to carry on any other Business though not above enumerated which might be disagreeable nauseous or hurtful or occasion disturbance to the neighbouring feuars and Disponees upon the Estate of Blythswood in whose favour it is by said Feu Contract declared that this provision should operate as a Servitude upon the lands above described; DECLARING also that the house to be erected on the said Ground fronting Regent Street should consist of Two square Stories in height in front above the Street besides the sunk storey and no more And that the front thereof should be built of smooth stone ashlar and there should be no Vents nor Chimney heads in the front wall of said house neither should there be any dormer windows or windows in what are called the uprights of French roofs in the front roof of said house without prejudice to opening sky lights or hatch windows it being in the power of the said Ralph Wardlaw and his foresaids to raise the back wall of the said House an attic Storey higher than the front if they please; And LASTLY DECLARING by said Feu Contract that the said Steading

of ground is thereby disposed with and under the burden of the Declarations and Regulations in relation to Sweeping Streets and side pavements Prohibition against Sign Posts Boards &c. Exposing goods on the Streets or side pavements Numbering the Houses Conveyance of Water from the roofs of Houses and removal of Dung from the Streets all as more particularly specified and detailed in the Feu Contract in Entry 1; the said Ralph Wardlaw by said Feu Contract Bound and Obligated himself and his foresaids to pay to the said Trustees and their Successors in office and to their assignees the sum of TEN POUNDS SIXTEEN SHILLINGS Sterling yearly in Name of feuduty augmentable always in the events foresaid And that at two terms in the year Whitsunday and Martinmas by equal portions in all time coming With the lawful interest of the said feuduty after the the same becomes due during the not payment.

Burden 2

Instrument of Sasine, recorded P.R.S. (Glasgow &c.) 11 Mar. 1825, on Feu Contract containing Feu Disposition by Trustees on the Estate of Blythswood (First Party) to John Watt (Second Party) and his heirs and assignees, of 446 4/36 square yards of ground, of which the subjects in this Title form part, contains the following burdens:

DECLARING ALWAYS that the said John Watt and his foresaids, should be bound and obliged between and the term of Whitsunday One thousand eight hundred and twenty five, to erect, and thereafter to uphold and maintain upon the said lands, a house or houses of stone and lime and covered with slates, yielding a yearly rent at least equal to the double of the feuduty after mentioned payable by them; AS ALSO DECLARING that the said John Watt and his foresaids should not dig any clay nor make nor burn any brick or potter work, out of or upon the ground of the said lands excepting for walls thereon, and other purposes connected therewith; AND FARTHER DECLARING that it should not be lawful to nor in the power of the said John Watt or his foresaids, to make use of any part of the said ground for depositing dung or rubbish, except such as are produced within the same, or to carry on upon the foresaid lands any business of brewing, distilling, tanning of leather, making of soap or candle glue, cudbear vitriol, or to erect Granaries, Glass works, founderies of brass, iron or other metals or steam engines or to carry on any other business though not above enumerated which might be considered to be nauseous or hurtful or occasion disturbance to the neighbouring feuars and disponees upon the estate of Blythswood, in whose favor it is thereby declared that this provision should operate as a servitude upon the lands above described; DECLARING that the house or houses to be built upon the lands above described should not exceed two square stories in height and a sunk story in front either to Regent Street or Copenhagen Street, And that the fronts of said houses to both of said streets should be of smooth stone ashler of a white pile, And the office houses and other buildings (if any be) behind the same should all be built of stone, and should not exceed twenty one feet in height from the level of the ground to the ridge of the roof thereof, and the walls thereof or any other walls so far as they front Copenhagen Street should be of the said smooth stone ashler, and the wall enclosing the back ground along the mews lane should be of good rubble work, and the wall enclosing the back ground on the west or other back division, walls might be built of brick provided they are coped with stone; And there should be no stalk vents in the front roofs of said houses to either street, but liberty is thereby given to carry up in the walls fronting either of the said streets, pediment vents and stalk vents with pedestals provided they are all of the said smooth stone ashler, and there should be no dormer windows of window in what are called the uprights of french roofs in the roofs of the said houses to either of the said streets, without prejudice to opening skylights or hatch windows It

being in the power of the said John Watt and his foresaids to raise the back wall of the said houses in attic story higher than the front if they please; AND DECLARING that the common stair (if any be) to the second floor or upper floor of the tenement to be erected on the lands above described should either be within the walls of the said tenements, or if it should be constructed without, it should be of the said smooth stone ashler, so far as it is visable from either of the said streets; AND FURTHER DECLARING that the houses to be erected on the lands above described fronting Copenhagen Street, should not exceed sixty feet in depth, measuring southwards from the south building line of Regent Street; DECLARING that the said John Watt or his foresaids, or the person or persons who should possess the shops or where there are no shops, the first floors of the houses fronting either of the said foot pavements, should cause the said foot pavements along the front of their respective shops and property to be swept scraped and cleaned once every lawful day betwixt the hours of six and nine in the morning; And that where the possessors of shops or first floors sweep scrape and clean the foot pavements in manner foresaid they should have relief against the inhabitants of the upper floor or story of the said tenement for a proportion of the expense of so doing corresponding to the value of their respective possessions; DECLARING always that it should not be lawful to nor in the power of the said John Watt or his foresaids to erect or cause to be erected upon the said lands any signs, or sign posts, boards, water barges dyers or scourers shades, or barbers poles, or any other poles, so that the same might project into or hang over the said foot pavements But that all signs and sign boards, should be placed and affixed close on or flat to the wall or part of the buildings whereunto they respectively belong; DECLARING ALSO that it should not be lawful to nor in the power of the said John Watt or his foresaids, to place or bring out and expose for sale or shew upon the said streets or side pavements, either on stalls or otherwise any goods, provisions matter or thing whatsoever; DECLARING that the said John Watt and his foresaids should be obliged to number the houses buildings and shops or others to be built upon the said streets with figures placed or painted on the doors or such other conspicuous parts thereof as they should think proper; DECLARING ALSO that the said John Watt and his foresaids should be obliged to convey the water from the roofs of the houses or other buildings to be erected upon the lands above described in lead or other pipes reaching within six inches of the ground, and affixing on the sides or fronts of the buildings so to be erected; AND LASTLY DECLARING that the said John Watt and his foresaids should be bound and obliged to remove the dung which might be laid on any part of the said streets and mews lane, for the purpose of being transported to the adjacent ground, before twelve O'clock of the day on which it is so laid down in the months of November, December, January, February and March and before ten o'clock forenoon in the months of April, May, June, July, August, September and October; the said John Watt by said feu Contract bound and obliged himself and his heirs and successors whomsoever in said lands over and above performing the hail prestations of the feu above written to pay the said Trustees and their successors in office, and to their assignees the sum of Twelve pounds five shillings and five pence sterling yearly in name of feuduty; and payable at two terms in the year Martinmas and Whitsunday by equal portions, in all time coming; With the lawful interest of the said feuduty after the same becomes due during the not payment.

Note 1: The mews lane referred to is now known as West Regent Street Lane. Note 2: Copenhagen Street is now known as Hope Street.

Burden 3

Deed of Declaration of Conditions, recorded G.R.S. (Glasgow) 17 Dec. 1949, by Scottish Entertainment Services Limited, proprietors of (I.) 446 4/36 square yards of ground and (II.) 432 square yards of ground, with buildings 79 to 83 West Regent Street and 183 to 191 Hope Street, Glasgow thereon, of which the subjects in this Title form part, sets forth and declares Burdens &c. in the following terms:

FIRST: All common doorways, passages, stairways, and landings with stair railings in and the walls and ceilings enclosing the common passages stairways and landings shall be owned and maintained as common property exclusively by the proprietors of all the premises to which access is obtained by any of the said doorways, passages, stairways and landings. No goods are to be deposited or left lying in any of said doorways, passages, stairways or landings. The cost of maintenance and repair, cleaning and lighting of said doorways, passages, stairways and landings shall be borne by all such proprietors rateably in the proportion which their Assessed Rental bears to the total Assessed Rental of said premises as appearing in the Valuation Roll from time to time. SECOND: The whole roofs, including glass roofs, forming the roof of part of the premises situated on the street floor shall be owned and maintained solely by the proprietors of the premises on the street floor obtaining cover and light from such roofs. The whole roof lights and windows, on or projecting from the roof of any building and also all ventilators or ventilating shafts on or from any roof shall be the property of and shall be maintained at the expense of the proprietor or proprietors of the premises on the roof or top floor where such roof lights and windows and ventilators or ventilating shafts are situated and all ventilators or ventilating shafts from any particular premises shall be the property of and shall be maintained at the expense of the proprietors or proprietor of such particular premises and such roof lights, windows and ventilators shall not be considered part of the roof forming the common property of the whole proprietors of the said buildings as aftermentioned, declaring however that any blind windows projecting from the roof which are merely ornamental, and are not for use in connection with any particular part of the said buildings shall be common property of and be maintained by all the proprietors of the said buildings in the proportions mentioned in Article Seventh hereof. THIRD: The pavement lights in the pavements ex adverso of any part of the said buildings shall belong to and shall be maintained solely by the proprietor or proprietors of the premises in the basement in connection with which said pavement lights or any of them are used or are intended to be used. FOURTH: The common water closets and lavatories on each of the floors' in the buildings entering from Seventy nine West Regent Street and Eighty three West Regent Street respectively shall be the property of, and shall be maintained as common property by the proprietors of the premises using the same on each floor of the said respective buildings and the said proprietors on each of the said floors using the same shall at all times keep the said respective water closets and lavatories clean and tidy and in good working order, and the cost of maintenance and repairs shall be borne by all proprietors using same as aforesaid rateably in the proportion as respectively applicable which their Assessed Rental bears to the total Assessed Rental of said premises whose proprietors use the said water closets and lavatories, as appearing in the Valuation Roll from time to time. FIFTH: The proprietors of each and every portion of the said areas of ground belonging to us as aforesaid and buildings erected thereon shall have all necessary rights of access, and all common rights, privileges and servitudes competent to them in the said subjects including common rights in and to the drains, soil and main water supply pipes and other pipes, rhones, conductors, common cisterns and gas and electric mains, cables and wires in or passing through or over the said buildings or in the adjoining streets or in the doorways, passages, stairways and landings and intended for common use in so far as serving their premises, and in so far as we have right thereto. SIXTH: The common drains and soil and main supply and water pipes and

other pipes, rhones, conductors, common cisterns and gas and electric mains, cables and wires shall be allowed to pass through or remain in the said buildings as at present, and any person having right thereto shall have access to the same, and to any additions thereto at all reasonable times for the purpose of keeping same in repair and adding thereto. SEVENTH: Each of the shops, warehouses, offices, flats or other premises (excluding that part of the premises at One hundred and eighty three Hope Street so far as forming the back saloon situated at the foot of the light well of the said buildings) shall be held by the proprietors or proprietor thereof and his or their successors in all time coming under burden of upholding and maintaining jointly with the proprietors of the other shops, warehouses, offices or other premises and their respective successors in good order and repair, the following parts of said buildings namely:- the foundations, walls, including walls of light wells, walls and railings enclosing the basement areas of the parts of the building fronting West Regent Street, gables and roofs of the said buildings, chimney stalks, hatchways, pavements and streets and lane (excepting said pavement lights and so far as not maintained by the local authority) and all sewers, traps, drains, main supply water pipes, rhones, conductors, gas mains, electric mains and other transmitters used in common by the proprietors of the said shops and other premises, and all other parts of or fittings in connection with the said buildings which are common or mutual to the proprietors thereof. The whole costs and charges of and connected with the upkeep and maintenance of the said walls gables and others common and mutual as aforesaid shall be borne by the proprietors of all premises in said buildings rateably in the proportion which their Assessed Rental bears to the Assessed Rental of the whole property as appearing in the Valuation Roll from time to time. Declaring however that in allocating the cost and charges of and connected with the upkeep and maintenance of the said walls, gables and others common and mutual as aforesaid a deduction shall be made from the Assessed Rental in respect of that part of the premises at One hundred and eighty three Hope Street forming the back saloon situated at the foot of the light well of the said buildings and in respect of which back saloon the proprietors thereof shall be solely responsible for the upkeep and maintenance thereof. The amount of such deduction shall, failing agreement, be decided by the Arbiter or his nominee in terms of clause Eighteenth hereof. EIGHTH: It is hereby declared that a Policy of Insurance against Property Owners' Liability shall be effected in names of the proprietors for the time being of the whole of the premises in the said buildings on their behalf with a well established Insurance Office, and that the whole of said premises shall be insured against damage by fire, explosion and lightning; and also against such other dangers as may be determined by the Committee of Management aftermentioned by a Policy or Policies of Insurance to be obtained from a well established Insurance Office or Insurance Offices for a sum of One hundred thousand pounds or such other sum as said Committee of Management may determine in the names of the said respective proprietors for their respective rights and interests and in the event of the said buildings or any part or parts thereof being damaged or destroyed by any of the said dangers the sums which may be recovered under the said Policy or Policies in respect of the said buildings shall be applied in the restoration of the said premises or part or parts thereof or fixtures or fittings thereof damaged or destroyed, and the owners of the said respective parts of said buildings shall contribute to the premiums of Insurance rateably in the proportion which their Assessed Rental bears to the Assessed Rental of the whole property as appearing in the Valuation Roll from time to time. In the event of the use or occupation of any part or parts of the said buildings by the proprietors or tenants thereof having at any time the effect of causing an increase in the rate of the premiums of insurance in respect of the said buildings, the proprietors of such part or parts shall pay the amount of such increase. NINTH: The proprietors of each and every part of said buildings shall have free access to and egress from the roof, and chimney heads of the buildings by the passages,

stairways, landings, ladders and hatchways all as at present in use for the purpose of cleaning vents, repairing chimney heads, roofs, gutters, electric and telephone wires and for every other necessary purpose. TENTH: Each proprietor shall be bound to afford reasonable access to the lot or portion owned by him to the proprietor of any other portion or to any tradesman or other person employed by him for the purpose of carrying out any necessary repairs, alterations or renewals on the premises belonging to such proprietor, or on the chimneys, vents, pipes, common cisterns, cables, wires or other pertinents thereof situated in or passing through his premises without any claim for inconvenience, but if any damage is done to the structure of the building or other property, such damage shall be repaired at his own expense by the proprietor exercising the right. ELEVENTH: Each of the proprietors shall keep and maintain his own premises except as provided for otherwise by these presents in good repair and without prejudice to this obligation, he shall be bound to execute such repairs to his own premises as may be considered necessary by a meeting of the proprietors as aftermentioned, or by the said Committee of Management for the preservation of the fabric of said buildings of which such premises form part or pay his due and proper proportion of the cost of executing all such repairs as may be decided on at a Meeting of the proprietors or by the said Committee of Management. In order to keep up the tone and character of the said buildings and of the business carried on therein the proprietors of each and every portion of said buildings belonging to us as aforesaid shall not be entitled to display or expose any goods outside of the doors of their premises, or beyond the building line whether such goods are in cases or not, nor to put up or display externally or in common passages, stairways and landings any placards, bills, posters, notices or intimations to the public or to customers to which said Committee of Management may at any time object. Declaring however, that the said Committee of Management may not unreasonably and without good and sufficient reason object to a sign or signs of usual size and designation bearing the name and description or designation of the occupier, which may be erected or suspended outside of the premises of such occupier. Declaring further that the proprietors of the premises at One hundred and eighty three Hope Street shall be entitled to keep, maintain and repair their electric sign "Restaurant" affixed to said buildings at the corner of the lane adjoining One hundred and eighty three Hope Street and without any payment being made therefor, and that for a period of three years from the term of Whitsunday Nineteen hundred and forty eight and they shall be bound at the expiry of the said period of three years at their own expense to remove the said sign and made good any damage caused to the wall of said buildings. On the said Committee of Management stating or intimating (either verbally or in writing, either by themselves or by their Factor or Agent) an objection to any such placard, bill, poster, notice or intimation the proprietors causing same to be displayed shall within forty eight hours remove them and if they fail, delay or refuse to do so within said period, the said Committee of Management shall be entitled to remove such placards, bills, posters, notices or intimations so objected to and to recover from the proprietor or proprietors causing same to be displayed the cost of such removal and of making good any damage thereby caused. The proprietors of each and every portion of the said buildings shall not be entitled to carry out any painting or decoration of the outside of their premises and of the common passages, stairways and landings without obtaining the sanction and approval of the said Committee of Management to the style, design and colouring of such painting and decoration, which sanction and approval shall not be unreasonably withheld: The proprietors of each and every portion of the said buildings are permitted and shall be bound, except as aftermentioned, to use same only for shops, warehouses and offices, and are hereby expressly prohibited, except as aftermentioned, from using their premises and from permitting their premises to be used as Manufactories, Factories or Workshops of any description, or for any business requiring Machinery of any description or for carrying out sales by auction or for any

trade or business which may be considered nauseous or offensive. But considering that the premises at Seventy nine West Regent Street sold by us to David Allison are occupied and used by him in connection with his tailoring business and contain machinery and constitute a factory it is hereby specially provided and declared that the said David Allison and his heirs and assignees may continue to use the said premises as a factory with the machinery necessary and expedient for the carrying on of the said tailoring business. Further considering that the premises at One hundred and eighty three Hope Street sold by us to Strand Restaurant (Glasgow) Limited are occupied and used by them in connection with their business of licensed Restaurateurs and that they use machinery in the conduct of such business, it is hereby specially provided and declared that the said Strand Restaurant (Glasgow) Limited and their assignees may continue to use the machinery at present in the premises or in substitution thereof for the carrying on of the said business of licensed Restaurateurs. TWELFTH: The proprietors of each and every portion of said buildings which have a portion of their premises bounded by any of the light wells in said buildings shall have an equal pro indiviso right in the light wells bounding their premises so far as said respective premises abut thereon, and/or receive light therefrom, and no proprietor shall be entitled to make any erections of any description, nor to interfere in any way with the outside walls of his premises so far as bounded by said light wells declaring that the said light wells shall remain open and unbuilt upon as at present in all time coming. Declaring also that the respective proprietors of premises abutting on said light wells shall have a heritable and irredeemable servitude right of obtaining light from the said light wells in all time coming. THIRTEENTH: A Committee of Management shall be appointed to take charge of the common interests in the said buildings and common parts thereof, common insurances, appointment of common Factor et cetera, as follows, videlicet:- In the month of June of each year the whole proprietors of premises in the said buildings shall be convened to a Meeting (hereinafter called the Annual Meeting) and at such Meeting a Committee of not more than eight of their number (for which Committee proprietors Mandatories shall be eligible) shall be elected to act as a Committee of Management for the ensuing year, and the said Committee shall, during the said ensuing year, be entitled to exercise the powers conferred upon them in virtue of the provisions hereinbefore and after written, and shall be vested with authority to convene at any time meetings of proprietors for dealing with any subject of business connected with the administration of the joint interest of the proprietors of premises in said buildings as aforesaid. The acts, proceedings and diligence taken by said Committee may be continued or carried out by any subsequent Committee of Management for the time being. Any vacancies during the course of the year may be filled up by the said Committee of Management. The first meeting of proprietors shall be called by us Scottish Entertainment Services Limited aforesaid and subsequent meetings by the retiring Committee of Management. The Committee of Management shall have power to make bye-laws and/or rules and regulations for the regulation and carrying out of the matters falling within their jurisdiction. These bye-laws may be altered at any meeting of proprietors, but until altered shall be binding upon the whole proprietors of premises in the said buildings (so long as they are not inconsistent with these presents or with the conditions contained in the titles). Should the Committee of Management fail to call the Annual Meeting to be held in June of any year, any proprietor shall thereafter have power to call a meeting to transact the business of the Annual Meeting. All other meetings of proprietors shall be convened by the Committee of Management, and shall be called Special Meetings, but the Committee of Management shall call a special Meeting of proprietors when requested to do so by any number of the proprietors entitled to attend such meeting and representing not less than twenty five per cent of the total Assessed Rental per the Valuation Roll. All Meetings of which at least seven days' Notice in writing shall be given addressed to the several proprietors at the address appearing in the

Valuation Roll specifying in the case of special business the nature of such business, shall be held at such reasonably convenient time and place as the convenor or convenors of such meetings shall determine, and at any meeting a proprietor may be represented by a mandatory. Each Meeting shall appoint a chairman. The proprietors of any five or more separately owned premises in the buildings or the proprietor or proprietors representing at least one-fourth of the Assessed Rental of the whole premises or their respective Mandatories shall be a quorum at any meeting, and the proprietors present or their mandatories shall in the passing of Resolutions each be entitled to one vote for Each One pound or part thereof, of Rental value at the time of the premises owned by said proprietors as appearing in the Valuation Roll, but declaring that should any number of the proprietors representing not less than twenty five per cent of the Assessed Rental be dissatisfied with any resolution passed as aforesaid or with failure to pass any resolution they shall be entitled to have the question referred to the Arbitrator afternamed, whose decision shall over-rule the vote of the proprietors as aforesaid and shall be final and binding on all the proprietors. Declaring that if at any Annual or Special Meeting there is not present a quorum necessary for the transaction of the business then in this event the Meeting will be adjourned for a period of seven days and immediate notice of the adjournment shall be sent to all the proprietors of premises in the said buildings. At any such adjourned meeting any number of proprietors present even if less than five shall form a quorum at such Meeting. At any Annual or Special Meeting the chairman shall have a casting vote.

FOURTEENTH: It shall be competent at any annual meeting to increase or reduce the number of the proprietors constituting the Committee of Management for the ensuing year.

FIFTEENTH: At any Annual or Special Meeting it shall be competent by a majority of votes of those present (ascertained as before mentioned) (a) to sanction the execution of any common or mutual operations and repairs within the category before specified; (b) to fix the rate of assessment to be levied and charged on the proprietors in respect of expenditure incurred or to be incurred within the scope of these presents; (c) to determine the amount for which the premises shall be insured against loss by fire and all other risks of insurance before referred to; (d) to make any regulations which may be considered necessary with regard to the preservation, cleansing, or use of the stairways, landings, entrances and such portions of any of the premises as are of common use and benefit, which regulations so made shall be binding on all the proprietors whether consenters thereto or not; (e) to appoint one of the proprietors or any other person (hereinafter referred to as the Factor) to take charge of such matters and things as may competently be dealt with at any such meeting 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 the remuneration payable to the Factor, for his services and the duration of his appointment, and also to terminate his appointment and to appoint another person in his place. The Factor, shall, unless otherwise determined at the Meeting at which he is appointed, be entitled during the continuance of his appointment to exercise the whole rights and powers which may competently be exercised by the Committee of Management. All ordinary repairs on the common property may be ordered by the Committee of Management or the Factor but no extraordinary operations shall be undertaken unless with the sanction of a resolution passed at a meeting of proprietors.

SIXTEENTH: All expenses and charges incurred for any work undertaken or services performed in terms of or in furtherance of the provisions herein contained as a joint liability against the proprietors or any section of them, including the factor's remuneration, shall be disbursed by the Committee of Management or their Factor, and so far as disbursed or contracted for shall be recoverable from the proprietors liable the same by assessment to be levied and enforced by the Committee of Management on the basis of the Rentals of the premises belonging to each proprietor respectively as appearing in the Valuation Roll from time to time.

SEVENTEENTH: The Assessment may be collected by the factor (if any)

or by any other person or persons appointed by the Committee of Management; and in the event of any person or persons so liable failing to pay the assessment imposed upon him or them within fourteen days after payment of the same is demanded, said factor or other person or persons shall without prejudice to all other rights and remedies hereby provided be entitled to sue for and recover the same in his own name from the person so failing, together with all expenses incurred by him thereanent. EIGHTEENTH: All questions as to incidence, amount of liability or default on the part of a proprietor for or in the payment of any assessment leviable on or due from him in virtue of these presents or any question or dispute that may arise among the proprietors or any of them as to the true intent or meaning of these presents or as to the implement of any of the conditions thereof shall failing adjustment by the Committee of Management, be left to the determination of an Arbiter to be agreed on among the several proprietors interested, and failing agreement as may be selected by the Dean of the Faculty of Procurators in Glasgow for the time being on the application of the said Committee of Management or of the proprietor of any one or more of the premises affected by the assessment or dispute in question, and all decisions of the Arbiter shall be enforceable by the party in whose favour they are given, and, without prejudice to what is before written, the Arbiter so appointed or selected shall have vested in him full and complete authority to order the execution of any work or repair or restoration which, in his opinion may constitute a subject of common and joint interest among the proprietors or a section of them, and to enforce the payment and recovery thereof on the basis hereinbefore provided by whatever form or procedure may be thought by him appropriate or expedient. Declaring that said Arbiter shall be empowered, and if requested by a majority of the proprietors affected by the dispute in question, shall be bound to refer any question of law by way of a Stated Case to the Court of Session for decision. NINETEENTH: The real burdens, restrictions, declarations and others hereinbefore written shall constitute the basis on which the said areas of ground or any part thereof, and the buildings erected and that may be erected thereon shall be held by us and our successors and assignees whomsoever, and shall be binding on and be operative against us and them to the same end and effect as if they had been parties and signatories hereto.

Burden 4

Disposition by Scottish Entertainments Services Limited to Strand Restaurant (Glasgow) Limited and their successors and assignees, recorded G.R.S. (Glasgow) 30 Dec. 1949, of subjects of which the subjects in this Title form part, contains the following burdens:

(Primo) the proportion of the cumulo feuduty of Twelve pounds five shillings, and five pence exigible from the area of ground containing Four hundred and forty six square yards and four thirty sixth parts of a square yard of thereby apportioned on the said subjects hereby disposed is hereby fixed and determined at One pound seven shillings per annum, and (Secundo) the proportion of the cumulo feuduty of Ten pounds sixteen shillings exigible from the area of ground containing Four hundred and thirty two square yards or thereby apportioned on the subjects hereby disposed is hereby fixed and determined at Two pounds four shillings and six pence per annum, which proportions our said disponees and their foresaids shall be bound and obliged as by acceptance hereof they bind themselves and their foresaids in all time coming to pay to the parties having right thereto in terms of Instruments of Sasine in entries 1 and 2 of the burdens section respectively beginning the first payments thereof as at the term of Martinmas Nineteen hundred and forty eight and so to free and relieve us and our successors as proprietors of the remainder of the said tenement of and from the said proportions provided

always that we and our foresaids shall be bound and obliged to pay and so free and relieve our said disponees and their foresaids in all time coming of and from the remainder of the said cumulo feuduties.

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