



TITLE NUMBER GLA54206

A 1

A. PROPERTY SECTION

DATE OF FIRST REGISTRATION
17 MAY 1989

DATE TITLE SHEET UPDATED TO
07 FEB 2024

REAL RIGHT
OWNERSHIP

DESCRIPTION

Subjects being the westmost house on the first floor above the ground or street floor at 9 PAISLEY ROAD WEST, GLASGOW G51 1LF of the tenement 5 to 13 (odd numbers) PAISLEY ROAD WEST, within the land edged red on the Title Plan, together with (First) a right of access to the roof of said tenement by the common stairway for the purpose of cleaning vents and for all other necessary purposes (Second) a right in common with the other proprietors of the said tenement to (one) a one-fifth pro indiviso share of the portion of ground tinted pink on the Title Plan (two) the solum on which the said tenement is erected and the roadways, pavement and kerbs ex adverso the said tenement in so far as they have right thereto (three) the parts of said tenement below the levels of the centre lines of joists of floors of the ground floor premises and above the levels of the centre lines of joists of ceilings of the top floor premises (but excluding chimney cans which are the property of the proprietors of the premises which they serve) (four) the foundations, front, back and mean gable walls of said tenement and also all boundary walls, railings and other erections on those parts of the steading of ground on which the said tenement is erected not occupied by said tenement (five) the common close, the common stairs and walls enclosing the same and the common washhouse and ashbin shelter pertaining to the tenement (six) the common drains and all ventilating rhone water and gas pipes, electric cables and switches and all other pipes and cables in or about the said tenement or in said steading of ground and used in common.



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B. PROPRIETORSHIP SECTION

ENTRY PROPRIETOR

NO

1	DINS TECHNOLOGIES LIMITED 47 Commerce Street, Glasgow, G5 8AD.	DATE OF REGISTRATION 07 FEB 2024	CONSIDERATION £85,500
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DATE OF ENTRY

02 FEB 2024



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C. SECURITIES SECTION

ENTRY NO	SPECIFICATION	DATE OF REGISTRATION
1	Standard Security by TAUHEED HUSSAIN 28 Cairngorm Road, Glasgow, G43 2XA to BANK OF SCOTLAND PLC incorporated under the Companies Acts (Company Number SC327000), Birmingham Midshires Division, Pendeford Business Park, Wobaston Road, Wolverhampton WV9 5HZ.	29 JUL 2008



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- 1 Instrument of Sasine, recorded P.R.S. (Renfrewshire &c), 29 Nov. 1855, on Contract of Ground Annual containing Disposition by Trustees of Robert Walkinshaw (First Parties) to Duncan Macdonald (Second Party) and his heirs and assignees, of (I.) 682 square yards 6 square feet of ground, (II.) 704 square yards of ground, (III.) 321 square yards 1 square foot of ground, (IV.) 325 square yards 4 square feet of ground, (V.) 505 square yards of ground, each of said I to V subjects with 1/5 pro indiviso share of the area of ground tinted pink on the Title Plan and (VI.) 760 square yards 4 square feet of ground, the subjects in this Title forming part of said III subjects, contains the following burdens:

FIRST: The said steadings of ground respectively were by the said Contracts of Ground Annual disposed with and under the express burden of the payment by the said second party to said Contract and his foresaids to the said first parties to said Contract and the survivors and survivor of them as Trustees foresaid and the assignees or disponees of them or their foresaids of the yearly ground annuals following vizt. for the steading of ground with the foresaid pro indiviso share of the back ground above described in the first place the yearly ground annual of Thirty six pounds fifteen Shillings and four pence Sterling For the steading of Ground with the foresaid pro indiviso share of back ground above described in the second place the yearly ground annual of Forty one Pounds eighteen Shillings and four pence Sterling For the Steading of Ground with the foresaid pro indiviso share of back ground above described in the third place the yearly ground annual of Thirty two Pounds nine Shillings Sterling For the steading of Ground with the foresaid pro indiviso share of back ground above described in the fourth place the yearly Ground Annual of Thirty two Pounds three Shillings and ninepence Sterling For the Steading of Ground with the foresaid pro indiviso share of the back Ground above described in the fifth place the yearly ground annual of Thirty one Pounds nineteen Shillings and four



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pence Sterling and for the Steading of Ground above described in the sixth place the yearly Ground annual of Thirty five Pounds fourteen Shillings and nine pence Sterling payable the said sums half yearly at two terms in the year Martinmas and Whitsunday by equal portions with the legal Interest of the said respective Ground Annuals from and after the respective terms of payment during the not payment. SECOND: The said second party to said Contract should be Bound and obliged as he by the said Contract of Ground annual Bound and obliged himself and his foresaids within the period of five years from the term of Whitsunday Eighteen hundred and fifty five to build and erect on the said respective plots of Ground (above) by the said Contract of Ground Annual disponded and above described and should thereafter uphold in good and sufficient repair Houses or Buildings of the description therein and after specified which should always yield a twice yearly rent of at least double the amount of the Ground Annual thereby stipulated for the said respective plots of Ground before described and the said second Party to said Contract and his foresaids should be bound to insure and at all times to keep the said Houses and Buildings insured against fire in any responsible Insurance Company in Scotland to the extent of at least a sum equal to twenty years purchase of the ground annual payable in respect thereof in name of the said first Party primo loco and their successors and the Policy and receipts for the Payment of the annual premium and duty should be exhibited to the said first Party or their foresaids half yearly at the said terms of Martinmas and Whitsunday and also at any time or times at which the said first Party should require exhibition of the same and in case of accident by fire to the said houses or buildings the said first Party or their foresaids should be entitled to see the sum due by the Insurance office duly applied to the rebuilding or repairing the said houses and buildings and in the event of the said second party or his foresaids failing to insure or to make regular Payment of the said premiums of Insurance as they become due the said first



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party or their foresaids should be entitled to effect the said Insurance and to pay the said premiums and to charge the same not only against the said second Party and his foresaids but also against the said plots of Ground by the said Contract of Ground annual disposed and above described respectively themselves and Buildings thereon as real burdens thereon which the same were by the said Contract declared to be. THIRD: Declaring that the said second Party and his foresaids should not dig any clay or sand nor make nor burn any brick or Potter Work out of or upon the Ground of the said several subjects or any of them excepting for walls thereon or other purposes connected therewith nor should it be lawful to or in the Power of the said second Party or his foresaids to make use of any part of the said several plots of Ground for depositing dung or rubbish except such as were produced within the same or to carry on upon the foresaid subjects any business of brewing distilling tanning of leather making of soap or candle glue cudbear vitriol or to erect granaries glassworks foundaries of brass iron or other metals or Steam Engines or to carry on any other Business though not above enumerated which might be considered nauseous or hurtful or occasion disturbance to the said first party to said Contract or the neighbouring feuars or disponees upon the lands of Parkhouse and others in whose favour it was by the said Contract declared that said provision should operate as a servitude in all time thereafter And it was by the said Contract of Ground Annual expressly provided and declared and agreed upon that the planes of the Walls in the fronts of the Buildings to be erected by the said second Party thereto on the west side of Great Wellington Street should be at least one hundred feet distant from the planes of the walls in the fronts of the Buildings to be erected on the opposite side of the said Street and that the fronts of the Houses should be kept fifty feet distant from the centre of the said Street Declaring also that of this space thirty feet should in all time thereafter be kept and occupied as one half of the Roadway which should be causewayed or macadamized in



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conformity with the remainder of said Street and on a proper level therewith eight feet as a pavement of stone and the remaining twelve feet shall be occupied as a shrubbery with parapet wall and iron railing in front Declaring farther that the tenements to be erected on the subjects before described fronting Great Wellington Street should not consist of less than two nor more than three square storeys in height beside sunk or partly sunk storey and that the fronts of the said tenements to the said Street should all be built of polished ashlar of a white pile and covered with slate roofs That there should be no storm windows unless concealed behind a stone balcony and the office Houses or other buildings that might be erected behind the front tenements should all be built of stone or brick and should not exceed twenty two feet in height from the level of the Ground to the ridge of the roof thereof and the walls of such back buildings should be built of good coursed ashlar or rubble work Declaring also that the Tenements to be erected on the said subjects fronting Great Wellington Street should be built on a continuous line parallel to each other and of one uniform plan height and elevation and that they should be of such a description as that each self contained lodging (so far as self contained lodgings were erected) should let at or be capable of bringing a rent not less than Thirty Pounds Sterling per annum and that in the tenements that might be erected to let in flats each Dwelling House therein should be let at or be capable of bringing a rent not less than Twenty Pounds Sterling per annum and with regard to the description of Buildings to be erected by the said second Party to said Contracts on the remainder of said Ground thereby disposed and above described it was expressly provided and declared that the said Buildings so far as they front the Paisley Road should be kept back at least thirty feet from the centre of said road and so far as they front the other Streets and meuse lanes should be built in a continuous line and to range with the Building lines of said Streets and lanes respectively as laid down upon the feuing Plan of the Lands of Parkhouse and



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the tenements of Houses to be erected thereon should consist of not less than three nor more than four square storeys in height with sunk or partly sunk storey and attic storey as the said second Party to said Contract might think proper and each Dwelling House therein should consist of not less than two rooms and a kitchen and shops might be made of the street flat of said tenements Declaring that the fronts of the whole Buildings should be of polished ashlar stone of a white pile and have slated roofs and the elevation thereof should not be inferior in style design and execution to the generality of such class of Houses in Glasgow. FOURTH: The said Second Party to said Contract should be Bound as he thereby Bound and obliged himself and his foresaids to form make causeway and maintain the whole of the Streets and meuse lanes above specified so far as they were included in and form part of the plots of Ground thereby disponed respectively and one half of the streets and meuse lanes above specified so far as the same front or form boundaries to the said plots of Ground or any of them and also to lay a flagstone or asphalte pavement of at least twelve feet in breadth in front of all the tenements in Paisley Road and on the streets shewn on the said Plan excepting Great Wellington Street Declaring that in case the said first party should think proper to have common sewers or drains formed in or through the Lands of Parkhouse and others belonging to them of which the ground disponed by the said Contract forms part they should be entitled to do so and the second party and his foresaids should be Bound and obliged to pay on demand one half of the expense thereof and afterwards of maintaining the same so far as they pass in front of, past or through all or any part of the ground thereby disponed the Disponees of the first Party on the opposite sides of the said Streets road and lanes paying the other half of said expense and the said sewers should be executed and formed in a proper manner and made sufficient for the requirements of the buildings to be erected and the second partys tenants therein Declaring that the said first Party should be allowed to open



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up the said Streets and lanes for the purpose of making said sewers or drains the same being by them closed and repaired immediately after the said operations were concluded and the expense thereof should be apportioned as part of the expense of forming the said sewers Declaring that the said first Party and their foresaids should be Bound to form the said sewers or drains so soon as the second Party might require and in the event of the said first Party failing or delaying to form the said sewers or drains the said second Party or his foresaids should be entitled to do so themselves Declaring farther that the said Streets lanes and sewers should so soon as formed be mean and common property between the said Duncan Macdonald and the said first Party and their assignees or successors in the remaining portions of the lands of Parkhouse and others. FIFTH: Declaring farther as it was by the said Contract of Ground Annual expressly provided and declared that it should not be lawful to nor in the power of the said second Party or his foresaids to sell alienate or dispone the said respective plots of Ground thereby disponded and above described or any part thereof freed and disburdened of the respective Ground annuals payable from the same while the same remains unredeemed or of the said burdens declarations provisions and others therein and before specified and that the Instrument of Sasine to follow thereon and all future Deeds of Transmission of the said subjects and Instruments of Sasine thereon which should not verbatim recite or validly refer to in terms of the acts tenth and eleventh Victoria Chapter forty eight the said real lien and burden of the Payment of said respective ground annuals while unredeemed as aforesaid and the said burdens provisions declarations and others before specified should not only be null and void but the said second party or other person who should contravene the foresaid provision and declaration should ipso facto forfeit amit and lose all right and title to the said plots of ground respectively and whole houses and buildings thereon and the same should devolve return and again belong to the said first party or their foresaids in the



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same manner as if the said Contract of Ground Annual had not been granted and that without the said first Party or their foresaids incurring any obligation to pay the price or value of the said Houses or Buildings. Note 1: Great Wellington Street is now known as Admiral Street. 2: Paisley Road is now known as Paisley Road West.

- 2 Deed of Conditions, recorded G.R.S. (Glasgow) 19 Sep. 1978 by Lilian Dorothy Hope Pirie, Proprietrix of 321 square yards 1 square foot of ground with tenement of 3 shops and 9 houses 5 to 13 Paisley Road West, of which the subjects in this Title form part, sets forth and declares burdens &c in the following terms:

First There shall belong to the proprietors of the several premises in said tenement in common property with each and every other proprietor in said tenement the following videlicet:- (a) the steading of ground above described including the solum on which the said tenement is erected and the roadways, pavements and kerbs. (b) the parts of said tenement below the levels of the centre lines of joists of floors of the ground floor premises and above the levels of the centre lines of joists of ceilings of the top floor premises (but excluding chimney cans as those are to be regarded as the property of the proprietor of the premises which they serve). (c) the foundations, front back and mean gable walls of said tenement and also all boundary walls, railings and other erections on those parts of the said steading of ground not occupied by said tenement. (d) the common close, the common stairs and walls enclosing the same, and the common washhouse and ashbin shelter. (e) the common drains and all ventilating, rhone, water and gas pipes, electric cables and switches and all other pipes and cables in or about the said tenement or in said steading of ground and used in common, and (f) the whole other common and mutual parts of said tenement. Declaring that the whole expenses of maintaining and repairing and renewing



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any part or portion of the above common property shall be borne by the several proprietors of said tenement in the following proportions:- Shop No. 5 Paisley Road West - 1/6th or 4.5/27th share Shop No. 7 Paisley Road West - 1/6th or 4.5/27th share Shop No. 11/13 Paisley Road West - 2/6ths or 9/27th share 9 Houses at 9 Paisley Road West - 1/27th each or 9/27th share in total

Second: No alteration of the structure or outward appearance or general scheme of painting or decoration of the exterior or mutual parts of said tenement shall be made by any proprietor in said tenement without the consent of the majority of the other proprietors of said tenement. Third: The proprietors of the several premises in said tenement shall have the right of free access and egress to the roof and chimney heads of said tenement by the said close, and stairway and by the hatchway leading to the roof all for the purpose of cleaning vents, repairing chimney heads, roofs, gutters and rhones and for all other necessary purposes on said roof. Fourth: For ensuring the maintenance of the whole subjects in good order and condition any of the common proprietors of any parts of said subjects forming common property shall be entitled to requisition the remaining proprietors of such common property to join with him or them in executing whatever repairs, renewals or other work which may from time to time be necessary; Declaring that in the event of any differenece between common proprietors as to the necessity or otherwise of any proposed repairs, renewals or other work the proprietors having a majority of votes (each proprietor having one vote for each twenty-seventh share of common charges payable by him) shall have the right to execute such repairs, renewals or other work without consent of the others; Declaring that in the event of equality of votes the said repairs, renewals or other work shall be carried out if and when the same has been sanctioned by the Arbiter aftermentioned; Declaring further that all the proprietors of such common property shall be bound to contribute in the



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proportions before provided towards the cost of all repairs, renewals and other work executed in accordance with this clause upon their common property. Fifth: Each proprietor shall be bound to give all reasonable access to the part of the tenement owned by him to the proprietors of all other parts of said tenement or the persons employed by such proprietors for the purpose of and so far as necessary for the carrying out of all necessary repairs, renewals or other work to the subjects belonging to such other proprietors or for the laying, repairing or renewing of the pipes, common drains, cables, wires or other appurtenances thereof such other proprietors being bound to make good all damage done by them or the persons employed by them directly or indirectly in carrying out such repairs, renewals or other work and to pay compensation for any loss or expense incurred. Sixth: The title deeds so far as in my possession shall be retained by me so long as I retain any interest in said tenement and when my interest ceases in the said tenement the said titles shall be delivered to the proprietor of the house or shop last sold or otherwise disposed by me and I and the said proprietor of the said house or shop last sold or otherwise disposed shall be bound to make the said title deeds forthcoming to all other proprietors in said tenement on all necessary occasions on the usual receipt or obligation for redelivery within a reasonable time and under a suitable penalty. Seventh: Each of the said dwellinghouses and the said shops in said tenement shall be held by the respective proprietors thereof in all time coming under the burden of payment of the cumulo ground annual totalling Thirty two pounds forty five pence (£32.45p) exigible from the said steading of ground before described and the said ground annual shall be payable by the respective proprietors of the various premises inter se in the following proportions, videlicet:-
Shop No. 5 Paisley Road West £6.50 per annum Shop No. 7 Paisley Road West £6.50 per annum Shop No. 11/13 Paisley Road West £10.00 per annum 9 Houses at No. 9 Paisley Road West £9.45 per annum £1.05 each ----- £32.45 =====



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Eighth: The whole of said tenement shall be insured against fire and public liability with a responsible British Insurance Company to be approved of by me so long as I am proprietor of any part of said tenement and thereafter by the proprietors having a majority of votes (determined as before mentioned) by a common policy or policies in name of all the proprietors or those in their right for their respective interest for such sums as the proprietors having a majority of votes (determined as before mentioned) may fix and the premiums on said policies of insurance shall be paid by the said proprietors in proportion to their respective interest in the said policies; Declaring that the amounts received from the Insurance Company under said Policy or Policies shall be applied to reinstatement of the damage done or in rebuilding said tenement; Declaring further that in the event of the use to which any proprietor may put the premises owned by him resulting in an increase in the rate of premium charged such proprietor shall pay the total amount of such increase.

Ninth: The proportion of the cost of all repairs, renewals and other work upon the common property and of ground burdens and insurance premiums payable by the respective proprietors shall be collected from them and paid to the parties entitled thereto by a factor whom I shall appoint so long as I am proprietor of any part of the said tenement and thereafter by such one of the proprietors or by a factor as may be mutually agreed upon by a majority of the proprietors from time to time and the factor or proprietor so collecting and paying the foresaid cost of repairs and others, ground burdens and insurance premiums, shall, if required, exhibit to any proprietors the receipts for the same and in respect of said obligation the proprietors of each house or shop sold by me in said tenement shall in addition to the foresaid proportions payable by them pay an annual fee to the factor or proprietor collecting and disbursing said proportions of cost of repairs and others, ground burdens and insurance premiums all as fixed from time



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to time by the Property Owners and Factors Association Glasgow Limited to cover the expenses of so collecting and disbursing. Tenth: All matters, questions, differences and disputes which may arise between the proprietors in said tenement or their representatives or any of them out of or in respect of these presents or their interests in the foresaid steading of ground and tenement of houses and shops in any way whatever without any limitation are hereby referred to the amicable decision of the Dean of the Royal Faculty of Procurators in Glasgow for the time being whom failing to such person as shall be appointed by the Sheriff of Glasgow and Strathkelvin at the request of any of the proprietors concerned as sole Arbiter and whatever the Arbiter shall determine in the premises the proprietors concerned and their respective heirs, executors, representatives and successors whomsoever shall be bound to implement and fulfil to each other with power to the Arbiter to take skilled advice to order the execution and performance of works and things and to apportion liability for all payments and expenses amongst the said proprietors. Lastly: The burdens, conditions, declarations and others above written affecting the subjects above described and each of the said flatted dwellinghouses and shops in so far as applicable to them respectively and shall be enforceable by any of the respective proprietors thereof in all time coming.

- 3 Notice of Potential Liability for Costs in terms of section 12(3) of the Tenements (Scotland) Act 2004 by Hacking & Paterson Management Services, 1 Newton Terrace, Glasgow, G3 7PL as Property Manager of PAISLEY ROAD WEST 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 subjects in this title, dated 17 Jun. 2021, registered 22 Jun. 2021