



# Title Information: GLA224474

## Search summary

<b>Date/Time of search</b>	01-06-2023 09:47:02
----------------------------	---------------------

---

<b>Transaction number</b>	SCO-14550205
---------------------------	--------------

---

<b>User Reference</b>	
-----------------------	--

---

**Section A****GLA224474**

## Property

<b>Date of first registration</b>	09-04-1990
-----------------------------------	------------

<b>Date title sheet updated to</b>	08-12-2021
------------------------------------	------------

<b>Hectarage Code</b>	0
-----------------------	---

<b>Real Right</b>	OWNERSHIP
-------------------	-----------

**Map Reference**

<b>Title Number</b>	GLA224474
---------------------	-----------

<b>Cadastral Unit</b>	GLA222295
-----------------------	-----------

**Sasine Search**

<b>Property address</b>	0/1, 10 RICHMOND PARK TERRACE, GLASGOW G5 0LX
-------------------------	---

**Description**

Subjects part of cadastral unit GLA222295 edged red on the cadastral map being 0/1 10 RICHMOND PARK TERRACE, GLASGOW G5 0LX being the ground floor flatted dwellinghouse tinted pink on supplementary data to the title sheet; together with (one) the following pro indiviso shares of the Common Parts defined in the Deed of Conditions in Entry 1 of the Burdens Section (i) a one-twenty fourth share of those specified in clause 2.3.1 thereof, (ii) a one-twenty second share of those specified in clause 2.3.2 thereof and (iii) a one-tenth of share of those specified in clause 2.3.4 thereof, (two) the servitude rights specified in the said Deed of Conditions and (three) the subsisting right to real burdens specified in the Schedule of Real Burdens below.

**Schedule of Particulars Relative to Subsisting Rights to Real Burdens**

<b>Entry No</b>	<b>Benefited Property</b>	<b>Real Burdens</b>	<b>Burdened Property</b>
1	The subjects in this title and other subjects.	Deed of Conditions, registered 25th Aug. 2015 being entry 1 of the Burdens Section.	The Development as defined in the said Deed of Conditions.

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

© Crown copyright 2022

**Section B****GLA224474**

Proprietorship

MOHAMMAD USMAN MAJID 29 Northfield Grove, Huddersfield, HD1 3SJ.

<b>Entry number</b>	1
<b>Date of registration</b>	08-12-2021
<b>Date of Entry</b>	03-12-2021
<b>Consideration</b>	£165,000.00

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

© Crown copyright 2022

**Section C****GLA224474**

## Securities

<b>Entry number</b>	1
<b>Specification</b>	Standard Security by said MOHAMMAD USMAN MAJID to TSB BANK PLC incorporated under the Companies Acts (Company Number SC095237), PO Box 373, Manston Lane, Leeds, LS14 9GQ.
<b>Date of registration</b>	08-12-2021

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

© Crown copyright 2022

## Section D

**GLA224474**

### Burdens

Number of Burdens: 1

#### **Burden 1**

Deed of Conditions, registered 25 Aug. 2015, by Glasgow City Council, proprietors of the Development (as hereinafter defined) hereby provides as follows:

#### 1 INTERPRETATION

In this deed, unless the context otherwise requires:

1.1 "Building" means the tenement building, the extent of which is the Development other than the Flats' Common Property and the Shops' Common Property;

1.2 "Common Parts" means those parts of the Development defined as such in clause 2.3;

1.3 "Developer" means Glasgow City Council as local authority for the City of Glasgow in terms of Local Government etc. (Scotland) Act 1994 and having their principal offices at City Chambers, George Square, Glasgow G2 1DU and their successors in title to the Development (excluding Flats, Shops and Common Parts interests disposed with either of them);

1.4 "Development" means the subject's edged red on the cadstral map and forming part of the subjects registered under Title Number GLA180649;

1.5 "Flat(s)" means self-contained dwelling (of which there are twenty-two) with fittings and fixtures in respect of which an exclusive conveyance has been granted by the Developer;

1.6 "Flat-Owner(s)" means the owner for the time being of a Flat with the obligations hereby imposed being joint and several where two or more persons own a Flat;

1.7 "Flat" Common Property" means any telecommunication, broadcast and utilities service and storage media and equipment serving no Shop but more than one Flat and the parts of the Development tinted green on the Plan, which comprise open ground, hard surfacing including paths, soft surfacing including verges, service strips and planting, structures including bin stores, cycle racks, walls, gates and other bounding structures and lighting and other utilities serving any of these;

1.8 "Flats' Core" means the parts of the Building tinted mauve on the Plan, which comprise non-structural parts of the common entrance to a group of Flats including the entry systems and doors, ceilings, floors, walls and windows, fixtures and decorative surfaces and coverings, landings and staircases (and any lifts) and lighting and other utilities serving any of these, shafts and flues and all telecommunication, broadcast and utilities service and storage media and equipment serving that common entrance and/or the group of Flats served by it;

1.9 "Plan" means the plan annexed and subscribed as relative hereto;

1.10 "Proprietor(s)" means Flat-Owner(s) and/or Shop-Owner(s);

1.11 "Shop(s)" means self-contained shop unit (of which there are two) located on the ground floor of the part of the Building tinted blue on the Plan with fittings and fixtures in respect of which an exclusive conveyance has been granted by the Developer;

1.12 "Shop-Owner(s)" means the owner for the time being of a Shop with the obligations hereby imposed being joint and several where two or more persons own a Shop;

1.13 "Shops' Common Property" means and any telecommunication, broadcast and utilities service and storage media and equipment serving no Flat but more than one Shop and the parts of the Development tinted yellow on the Plan, which comprise a footpath and a bin store with its bounding structure;

1.14 "Unit(s)" means Flat(s) and/or Shop(s).

## 2 COMMUNITY BURDENS

The following community burdens are imposed on the Development and are enforceable by (but not binding upon) the Developer while any parts of the Development are retained by them and are enforceable by (and binding upon) the Proprietor(s) after the date of registration of their Unit(s) in the Land Register of Scotland:

### 2.1 Additions & Alterations

2.1.1 No structures of any kind shall be erected or placed on the Development other than those which shall have been built as part of the initial construction of the Development nor shall any structural alterations or external alterations be made to such structures.

2.1.2 No television aerials, satellite receiver dishes or wireless masts may be erected about the Development, but the Proprietors of each Flat shall be entitled to connect to such communal television aerials, satellite receiver dishes or wireless masts as shall have been installed about the Development as part of its initial construction.

### 2.2 Use

2.2.1 Each Flat shall be used and occupied only as a residence, shall not be sub-divided nor occupied by more than one family at a time and shall not be used for the purpose of any commercial activity notwithstanding that such use may be deemed incidental or natural to ordinary residential use or that any person occupying any Flat may have a contractual right to use the Flat for or in connection with commercial activity or that there is any conflicting rule of law.

2.2.2 In respect of each Shop:

2.2.2.1 use and occupation shall be only as a shop defined as Class 1 of the Town and Country Planning (Use Classes) (Scotland) Order 1997;

2.2.2.2 sub-division or occupation by more than one trading entity at a time shall not be permitted (although combining both Shops into one and reverting to two is permitted, providing no structural alterations are made);

2.2.2.3 notwithstanding the terms of clauses 2.1.1, 2.2.3 and 2.4.1 and subject to all appropriate statutory consents being obtained, a good quality non-structural trading shop-front including fascia and signage pertaining to the business operated from the Shop may be installed, altered and replaced at the Shop from time to time but without impinging on any other part of the Building;

2.2.2.4 all windows shall be provided in laminated glass, backed by shutters with open grilles and no solid roller shutters or projecting roller shutter housings shall be permitted anywhere within the Development.

2.2.3 No advertising notices of any kind shall be placed anywhere on the Development except those of an appropriate size and pertaining to and positioned inside a Unit in connection with the sale or let of that Unit; and no advertising of any kind relating to more than one Unit shall be placed anywhere about the Development.

2.2.4 Cycles belonging to a Flat-Owner or lawful occupant of a Flat may only be parked or stored in a common cycle rack within the Flats' Common Property or inside that Flat and those belonging to a Shop-Owner or lawful occupant of a Shop inside that Shop.

2.2.5 Nothing shall be done anywhere on the Development which shall cause nuisance or obstruction or occasion disturbance to any lawful occupant of any Unit or shall materially impair the light and air enjoyed by any Unit.

2.2.6 No animals other than ordinary domestic pets may be kept on the Development and that only inside a Flat and in accordance with the guidance of the Scottish Society for the Prevention of Cruelty to Animals or similar animal charity and in any event no more than one dog may be kept in any one Flat.

2.2.7 Roof voids within the Building shall not be used for storage and shall (along with the hatch or hatches giving access to them) be kept clear and free of obstruction.

## 2.3 Common Parts

In this deed and in any conveyance of a Flat or Shop, "Common Parts" excludes Flats and Shops and means:

2.3.1 in respect of both Flats and Shops, the solum and foundations, outside walls (but not windows therein and fixtures thereon, which comply with this deed and serve only one of them or only one Flats' Core), the structural parts of any other walls, the roof, roof void and rainwater goods, the telecommunication, broadcast and utilities service and storage media and equipment serving both Shops and Flats and any other structural parts of the Building;

2.3.2 in respect of only the Flats, the Flats' Common Property;

2.3.3 in respect of only the Shops, the Shops' Common Property;

2.3.4 in respect of only the Flats served by a Flat's Core, that Flats' Core.

## 2.4 Maintenance

2.4.1 Each Unit and Common Parts shall be kept in their original finishes and in good and safe repair and condition by their respective Proprietors and if damaged or destroyed shall be restored or renewed by them.

2.4.2 All Common Parts that have been landscaped or laid out as garden ground or shrubbery shall be maintained as such in a neat, tidy and safe condition.

2.4.3 Each Proprietor shall do nothing to cause or permit (and shall take all appropriate steps to prevent) any change or damage to their Unit and/or Common Parts which may affect their structural integrity or that of any other Unit and/or Common Parts or which may create a nuisance to any other Proprietor or occupant of any Unit (including, without prejudice to the foregoing generality, by the control of vermin, the immediate treatment of rot and the repair of any damage to service media) and any Proprietor failing to take such steps or failing to notify other Proprietors whose Units and/or Common Parts may be affected shall be liable for any damage caused as result.

2.4.4 Each Flat-Owner shall insure their Flat and Common Parts against all normal residential risks and each Shop-Owner shall insure their Shops and Common Parts against all normal commercial risks for their full reinstatement value with an established insurer and if damaged or destroyed by any such insured cause, shall apply all sums received from the insurer to reinstatement of their affected Unit and/or Common Parts.

2.4.5 Common Parts shall not be added to, altered in any way or used for support or strengthening except with the prior agreement of all Proprietors having an interest therein and after sight of a report from a suitably qualified engineer (obtained at the sole cost of the Proprietor(s) seeking to make such addition, alteration or use for support or strengthening) confirming that no detrimental effect would be caused to any part of the Development affected by such addition, alteration or use for support or strengthening.

2.4.6 Any part of the Development formed as a visibility splay, service strip, flood drain, swale or ditch shall be maintained as such in a neat, tidy and safe condition provided always that upon application by all Proprietors having an interest therein, the local planning authority may grant permission to them to alter the line, level or surface thereof.

2.4.7 Waste shall not be accumulated in any Unit and shall be removed regularly to the bin store within their Common Parts and otherwise shall be dealt with in accordance with the direction of the local authority.

## 2.5 Management & Liability

2.5.1 Any Proprietor shall be entitled to call a Proprietors' meeting (giving a minimum of 5 working days' notice of the time and place of the meeting and an agenda) or if this is impractical, otherwise collect votes regarding a proposal for:



2.5.1.1 repair and replacement, cleaning, painting and other routine works, gardening and day to day running of the Common Parts in accordance with the obligations contained in this deed, excluding demolition, alteration or improvement unless reasonably incidental to such maintenance, but including all inspections to determine the necessity and extent of the foregoing and to determine the initial deposits required to finance the foregoing;

2.5.1.2 subject to the manager burden contained in clause 4, the appointment, dismissal or replacement on such terms as the Proprietors may decide of an appropriately qualified and reputable person (who may be a Proprietor) to manage the Common Parts and/or the delegation to such appointee of any powers of the Proprietors in terms of this deed, including decisions to instruct maintenance and collect initial deposits and shares of costs;

2.5.1.3 creating a common policy of insurance for:

2.5.1.3.1 the Common Parts against such risks as the Proprietors may decide;

2.5.1.3.2 the Building (without prejudice to any statutory obligation to do so);

2.5.1.3.3 such other risks as the Proprietors may decide;

2.5.1.4 authorisation of works already carried out to the Common Parts and modification or revocation of previous decisions made in terms of clause 2.5.2.

2.5.2 Each Unit shall be allocated one vote on any proposal made in terms of clause 2.5.1 which affects that Unit and/or the Common Parts in which that Unit has an interest, the proposal being carried if the majority (inclusive of uncast votes) are in favour of it.

2.5.3 The Proprietor calling the meeting or otherwise collecting votes shall be obliged to notify in writing by post or delivery as soon as reasonably practicable all those Proprietors who were entitled to cast a vote, but did not, of a decision made in terms of clause 2.5.2.

2.5.4 Any Proprietor or group of Proprietors who would be liable for not less than 75% of the cost of the decision made in terms of clause 2.5.2 may annul that decision provided they do so within 21 days of the date of intimation of the decision (whether by post, delivery or by their attendance at the relevant meeting) and notify in writing signed by all Proprietors annulling such decision by post or delivery all other affected Proprietors as soon as reasonably practicable after the annulment is made.

2.5.5 A decision made in terms of clause 2.5.2 shall be implemented as soon as reasonably practicable after the expiry (without annulment) of the period stated in clause 2.5.4 in the following manner:

2.5.5.1 firstly, obtaining no less than two quotations (or estimates if a quotation is impossible) from suitably qualified persons, then deciding whether to pursue further quotations or estimates, to abandon the decision or to select a quotation or estimate;

2.5.5.2 secondly, collecting from all Proprietors liable to contribute, their share of the quotation or estimate and depositing this in an interest-bearing account in their names;

2.5.5.3 thirdly, contracting with the selected contractor to implement the decision within a reasonable period of time and ensuring that the relevant works are carried out to a high standard as quickly as is practicable;

2.5.5.4 fourthly, settling the cost of the implemented decision from the collected funds (the liable Proprietors having first made up their share of any reasonable shortfall in the estimate) and reimbursing any residue in the account back to the Proprietors;

all of which may, for the avoidance of doubt, be delegated to a manager in terms of clause 2.5.1.2.

2.5.6 If a decision is not implemented as intended by this clause 2.5 as a result of a subsequent decision to abandon, amend or revoke it or by failure of the party contracted to commence implementation within a reasonable period of time, the decision and the contract (if any) shall be deemed to be revoked and all sums collected shall be returned to the Proprietors with accrued interest in proportion with the sums collected from them.

2.5.7 All Proprietors liable to contribute shall be obliged to pay their contribution immediately on demand whether or not they voted in favour of the relevant decision, that share being calculated as a fraction of the total cost of implementing the decision, the numerator of which is the number of Units having an interest in the affected Common Parts owned by a Proprietor and the denominator of which is the total number of all Units having an interest in the affected Common Parts.

2.5.8 In the event of any Proprietor failing to pay their contribution any part of it) within a fortnight of demand, a further decision shall be taken in accordance with the terms of clause 2.5.2 to decide whether:

2.5.8.1 that contribution shall be paid by the remaining liable Proprietors in the proportions paid by them in terms of clause 2.5.7 and in that event, the contribution shall form a debt of the non-paying Proprietor(s) to the paying Proprietors, the recovery of which may, for the avoidance of doubt, be delegated to a manager in terms of clause 2.5.1.2; or

2.5.8.2 the decision shall be abandoned.

2.5.9 In the event of any emergency works to any part of the Development being required more quickly than can be agreed by the Proprietors in terms of this clause 2.5 in order to prevent damage to any part of the Development, any Proprietor shall be entitled to instruct such works immediately and recover the costs (in appropriate shares) from the Proprietor(s) who would normally have been liable for them.

2.5.10 The procedures for voting and agreeing to a decision in terms of this clause 2.5 shall be entirely without prejudice to the Proprietors statutory rights to enforce the community burdens contained within this deed inter se.

2.5.11 As soon as reasonably practicable after a Proprietor disposes of their Unit, the incoming Proprietor shall advise any manager appointed in terms of clause 2.5.1.2 of the date of their entry to the Unit and pay any deposit or float payable in terms of that appointment.

### 3 SERVITUDES

#### 3.1 Reservations to Developer

The following servitudes are imposed on each Unit and Common Parts ("burdened property") in favour of the whole Development and in favour of the subjects registered under Title Number GLA180649 ("benefited property"):

3.1.1 all rights of access to and servitude over the burdened property (in respect of a Unit after giving a minimum of 48 hours' notice) as are necessary for the purpose of developing and completing the benefited property or any infrastructure serving any Unit or benefited property subject to the proprietors of the benefited property making good any physical damage caused in exercise of such rights;

3.1.2 a right to connect into the infrastructure (including roads and services) of the burdened property subject to the proprietors of the benefited property making good any physical damage caused in exercise of such rights and thereafter to use such infrastructure subject to the proprietors of the benefited property contributing a fair and equitable share of the cost of maintenance thereof;

3.1.3 a right to affix local authority-approved road name signage to the facade of the Building or other structure within the burdened property (but not within the shop-front of the Shops) and to retain it there.

#### 3.2 Grant to Proprietors

Subject always to the requirements and directions of the Developer to facilitate the unimpeded completion of the Development and in any event only insofar as not adopted for public maintenance:

3.2.1 each Unit shall be a benefited property in respect of the facility burdens and service burdens in which the whole Development is a benefited property notwithstanding any rule of law to the contrary;

3.2.2 there is imposed on the Development ("burdened property") in favour of each Unit ("benefited property") all necessary servitude rights of access (in respect of a Unit after giving a minimum of 5 working days' notice, except in an emergency as envisaged in clause 2.5.9) throughout the burdened property as are required for the beneficial use and enjoyment of the benefited property and for the purpose of fulfilling the Proprietors' obligations contained in this deed and in the conveyance by the Developer of the Unit subject to the proprietors of the benefited property who exercise such rights making good any physical damage caused in exercise of such rights;

3.2.3 there is imposed on the road network within the subjects registered under Title Number GLA180649 ("burdened property") in favour of each Unit ("benefited property") a servitude right of access over the burdened property insofar as connecting the benefited property with the public road network.

### 4 MANAGER BURDEN

The Development is subject to the manager burden in favour of the Developer that for as long as the Developer continues to own a Unit and otherwise for so long as the Developer is entitled in terms of statute, the Developer shall be entitled to appoint, dismiss or replace on such terms as

the Developer may decide, an appropriately qualified and reputable person (who may be the Developer) to manage the Common Parts and to delegate to such appointee any powers of the Proprietors in terms of this deed, including decisions to instruct maintenance and collect initial deposits and shares of costs.

Note: those parts of the Development tinted blue, yellow, mauve and green on the deed plan are tinted blue, yellow, mauve and brown respectively on the cadastral map.

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

© Crown copyright 2022

---