



Title Information: MID41921

Search summary

Date/Time of search	28-08-2018 12:22:51
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Search reference	SCO-00604482
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User Reference	
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Section A**MID41921**

Property

Date of first registration	26-05-2003
Date title sheet updated to	08-03-2012
Date land certificate updated to	08-03-2012
Hectarage Code	0
Interest	TENANT
Map Reference	NT2076NE
Cadastral Unit	MID41921
Sasine Search	229827
Property address	THE GLOBETROTTER INN, 46 MARINE DRIVE, EDINBURGH EH45EP
Description	Subjects THE GLOBETROTTER INN, 46 MARINE DRIVE, EDINBURGH EH45EP edged red on the Title Plan. Together with the rights contained in the lease in Entry 3 of the Burdens Section.
Notes	1. The above subjects have been Sub-Leased - for particulars see Schedule of Sub-Leases below.

Short Particulars of the Lease under which the above subjects are held

Entry No	Parties	Date of Recording or Registration	Term
1	The City of Edinburgh District Council to Dashwin Limited	G.R.S. (Midlothian) 30-06-1983	From 5 May 1993 to 4 May 2118

Schedule of Sub-Leases

Entry No	No on Plan	Plot No	Subjects	Tenant	Date of Recording or Registration	Term	Rent
1					Land Register 30-06-2003	25 years from 30 Apr. 2003 to 29 Apr. 2028	(1) £37,500 p.a. (or revised rent) and (2) £286,000 p.a. (as adjusted)

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Section B**MID41921**

Proprietorship

KHWAJA AKBAR MIR and SABIRA AKBAR MIR both [REDACTED]
Edinburgh, as Partners of and Trustees for the Firm of KHWAJA MIR and SABIRA MIR.

Entry number	1
Date of registration	08-03-2012
Date of Entry	14-02-2012
Consideration	Implementation of missives

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Section C

MID41921

Securities

There are no entries.

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Section D

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Burdens

Number of Burdens: 4

Burden 1 Preamble

Grant of Servitude containing Disposition by City of Edinburgh District Council to British Gas Corporation and their successors (hereinafter referred to as "the Corporation"), recorded G.R.S. (Midlothian) 3 Jun. 1977, of a heritable and irredeemable (except as aftermentioned) servitude right and tolerance in through and over the strip of land aftermentioned of laying down, constructing, inspecting, maintaining, protecting, using, replacing and removing or rendering unusable a main or pipe for the transmission or storage of gas or other materials connected with the exercise and performance of the functions of the Corporation and all necessary apparatus ancillary thereto (all hereinafter collectively called "the said works") in upon and over a strip of land twenty feet in width lying in the City of Edinburgh and the County of Midlothian and indicated (insofar as affecting the Subjects in this Title) for identification purposes only by the blue broken line lettered B in blue on the Title Plan (hereinafter called "the said strip of land") which strip of land extends for a distance of approximately Nine hundred and sixty three yards and is part and portion of inter alia subjects of which the subjects in this Title form part:

[▼ Full details of Burden 1](#)

Together with the right to the Corporation of vehicular and pedestrian access to the said strip of land and of passage over the said strip of land for the purpose of the said works and of any works of the Corporation contiguous therewith and over the said lands for the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen, vehicles, machinery and apparatus: And for the purpose of securing to the Corporation the said servitude and to benefit and protect the same at all hands we bind ourselves and our successors in the ownership of the said strip of land

(One) not to do or cause or permit to be done on the said lands anything calculated or likely to cause damage or injury to the said works and to take all reasonable precautions to prevent such damage or injury:

(Two) not, without the prior consent in writing of the Corporation, to make or cause or permit to be made any material alteration to any deposit of anything upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by the Corporation or so as to affect in any way the support offered to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works, and

(Three) not to erect or instal or cause or permit to be erected or installed any building or structure or permanent apparatus in through upon or over the said strip of land provided that nothing herein contained shall prevent us from installing any necessary service pipes, drains, wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Corporation of their agents or from carrying on normal agricultural operations or acts of good husbandry including fencing, hedging and ditching not causing such interference, obstruction or

material reduction of the depth of soil as aforesaid: And declaring that the said servitude is granted with and under the following real burdens conditions and obligations, namely:

(First)

In exercising the servitude hereby granted the Corporation shall take all reasonable precautions to avoid obstruction to or interference with the use of the said lands and damage and injury thereto:

(Second)

The Corporation shall so far as reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof, notification whereof shall be given to us by the Corporation, render the same permanently safe and on doing so the servitude right hereby granted shall be deemed to be discharged the Corporation thereafter having no rights or obligations in respect of the said works or part thereof in the said lands:

(Third)

The Corporation shall keep us indemnified against all actions, claims or demands arising by reason of the exercise of the servitude hereby granted or any failure to keep the said works in proper repair and condition as aforesaid (excepting such actions, claims or demands as may be occasioned by the negligent or wrongful act of ourselves or our servants or agents) provided that we shall not settle or compromise any such actions, claims or demands as are referred to herein without the prior consent of the Corporation:

(Fourth)

The Corporation shall so far as reasonably practicable make good all damage or injury to the said lands caused by the exercise by the Corporation of the servitude hereby granted and shall make full compensation to us in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid:

(Fifth)

The Corporation shall keep us indemnified against all loss damage claims demands costs and expenses which may arise or be incurred by virtue of any damage or destruction of the main or pipe aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said main or pipe or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts of omissions of any person other than ourselves or our servants or agents provided that we shall not settle or compromise any such claims or demands as are referred to herein without the consent of the Corporation:

(Sixth)

The Corporation shall pay all public rates which may be imposed in respect of the said works or the servitude hereby granted:

(Seventh)

If any interference with or disturbance of the functioning of any drain or drainage system in on or under the said lands can be shown by us to have been caused by the laying of any main or pipe in the exercise of the servitude hereby granted then the Corporation shall so far as reasonably practicable make good any damage or injury thereby caused and shall make compensation to us in respect thereof in so far as the same shall not have been made good as aforesaid:

(Eighth)

The conditions hereinbefore contained shall have effect subject to the statutory provisions substituted by Part II of the Mines (Working Facilities and Support) Act, 1923 for Sections 71 to 78 of the Railway Clauses Consolidation (Scotland) Act, 1845 which are deemed to be incorporated herein and shall be construed as if the references therein to the Mine Owner were references us and as if references to the Company were references to the Corporation and references to rail level were references to top of pipe level: and

(Ninth)

Any dispute arising hereunder shall be determined in default of agreement by a single arbiter to be agreed upon between the parties hereto or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the Chairman of the Scottish Branch of the Royal Institution of Chartered Surveyors and the provisions of the Arbitration (Scotland) Act, 1894 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination and accordingly Section 78C(3) of the said statutory provisions referred to in Clause Ninth hereof shall be of no effect.

Burden 2 Preamble

Grant of Servitude, recorded G.R.S. (Midlothian) 30 Jun. 1992, containing Disposition by The City of Edinburgh District Council to British Gas plc and their successors ("the Company"), in the following terms, viz:

[▼ Full details of Burden 2](#)

1. We the City of Edinburgh District Council do hereby to the intent that the servitude right hereby granted shall be appurtenant to the gas undertaking of the said British Gas Plc grant and dispense to the said British Gas Plc and their successors ("the Company") a heritable and irredeemable (except as aftermentioned) servitude right and tolerance in through and over the strip of land aftermentioned of laying down, constructing, inspecting, maintaining, protecting, using, replacing and removing or rendering unusable a pipeline for the transmission or storage of gas or other materials (whether such gas or materials are transmitted by the company on its own behalf or on behalf of other persons) connected with the exercise and performance of the functions of the company and all necessary apparatus ancillary thereto (all hereinafter

collectively called "the said works") in upon and over a strip of land twenty feet in width and indicated for identification purposes only (insofar as affecting the subjects in this Title) by the brown broken line lettered C-D on the Title Plan (hereinafter called "the said strip of land") which strip of land extends for a total distance of approximately two hundred and seventy six yards and is part and portion of lands of which the subjects in this Title form part (hereinafter called "the said lands"): Together with the right to the Company of vehicular and pedestrian access to the said strip of land and of passage over the said strip of land for the purposes of the said works and of any works of the Company contiguous therewith and over the said lands for the purpose of access to the said strip of land at all reasonable times and in an emergency at any time whether or not with workmen, vehicles, machinery and apparatus,

2. The said servitude is granted with and under the following real burdens, conditions and obligations, namely:-

Company's Obligations

(i) In exercising the servitude hereby granted the Company shall take all reasonable precautions to avoid obstruction to or interference with the use of the said lands and damage or injury thereto:

(ii) The Company shall so far as reasonably practicable make good all damage or injury to the said lands caused by the exercise by the company of the servitude hereby granted and shall make full compensation to us and our successors and occupiers of the said lands in respect of any such damage or injury in so far as the same shall not have been made good as aforesaid;

(iii) The Company shall so far as reasonably practicable and so long as the said works are used for or in connection with the transmission or storage of gas or other materials as aforesaid keep the said works in proper repair and condition and upon abandonment of the said works or any part thereof, notification whereof shall be given to us or our successors by the company, render the same permanently safe and on so doing the servitude right hereby granted shall be deemed to be discharged the company thereafter having no rights or obligations in respect of the said works or part thereof in the said lands;

(iv) The Company shall keep us and our successors indemnified against all actions, claims or demands arising by reason of the exercise of the servitude hereby granted or failure to keep the said works in proper repair and condition as aforesaid (excepting any such actions, claims or demands as may be occasioned by the negligent or wrongful act of us or our successors servants or agents) provided that we or our successors shall not settle or compromise any such actions, claims or demands as are referred to herein without the prior consent of the company;

(v) The Company shall indemnify and keep us and our successors indemnified against all loss, damage, claims, demands, costs and expenses which may arise or be incurred by virtue of any damage or destruction of the pipeline aforesaid or any apparatus or equipment attached thereto or used in connection therewith or any escape of any gas or other material whatsoever from the said pipeline or any such apparatus or equipment as aforesaid where such damage destruction or escape is caused by the acts or omissions of any person other than us or our successors servants or agents provided that we or our successors shall not settle or compromise any such claims or demands as are referred to herein without the consent of the company;

(vi) The company shall pay all public rates and taxes which may be imposed in respect of the said works or the servitude hereby granted;

(vii) If any interference with or disturbance of the functioning of any drain or drainage system in, on or under the said lands can be shown by us or our successors to have been caused by the laying of any pipeline in the exercise of the servitude hereby granted then the company shall so far as reasonably practicable make good any damage or injury thereby caused and shall make full compensation to us or our successors or occupiers of the said lands in respect thereof in so far as the same shall not have been made good as aforesaid.

3. For the purpose of securing to the company the said servitude and to benefit and protect the same at all hands we bind ourselves and our successors in the ownership of the said strip of land:-

OWNER'S OBLIGATIONS

(i) not to do or cause or permit to be done on the said lands anything calculated or likely to cause damage or injury to the said works and to take all reasonable precautions to prevent such damage or injury;

(ii) not, without the prior consent in writing of the company to make or cause or permit to be made any material alteration to or any deposit of anything upon any part of the said strip of land so as to interfere with or obstruct the access thereto or to the said works by the company or so as to affect in any way the support afforded to the said works by the surrounding soil including minerals or so as materially to reduce the depth of soil above the said works;

(iii) not to erect or instal or cause or permit to be erected or installed any building or structure or permanent apparatus in, through, upon or over the said strip of land provided that nothing herein contained shall prevent us or our successors or occupiers of the said lands from installing any necessary service pipes, drains, wires or cables under the supervision and with the consent (which shall not be unreasonably withheld) of the Company or their agents or from carrying on normal agricultural operations or acts of good husbandry including fencing, hedging and ditching not causing such interference, obstruction or material reduction of the depth of soil as aforesaid.

4. ARBITRATION

Any dispute arising hereunder shall be determined in default of agreement by a single arbiter to be agreed upon between the parties hereto or failing agreement to be appointed on the application of either party (after notice in writing to the other party) by the Chairman of the Scottish Branch of the Royal Institution of Chartered Surveyors and the provisions of the Arbitration (Scotland) Act 1894 and of any statutory modification or re-enactment thereof for the time being in force shall apply to any such reference and determination.

5. DECLARING FURTHER SUPPORT

(i) The conditions hereinbefore contained in Clauses 2 and 3 hereof shall have effect subject to this Clause;

(ii) The statutory provisions substituted by Part II of the Mines (Working Facilities and Support) Act 1923 for Sections 71 to 78 of the Railway clauses Consolidation (Scotland) Act 1845 are deemed to be incorporated herein;

(iii) The said provisions shall be construed as if the reference therein to the mine owner were reference to us, our successors or occupiers of the said lands and as if references to the company were references to British Gas plc and references to rail level were references to top of pipe line level;

(iv) Any arbitration under the said provisions shall be in the manner hereinbefore provided by Clause 4 hereof and such of the provisions referred to in this clause as may be inconsistent therewith shall be of no effect.

Burden 3 Preamble

Lease, referred to in the Property Section, by The City of Edinburgh District Council to Dashwin Limited, recorded G.R.S. (Midlothian) 30 Jun. 1993, of the subjects in this Title, contains conditions and burdens - Copy in Certificate.

[▼ Full details of Burden 3](#)

Note: The foregoing Lease was executed after 1 September 1974 and is subject to the provisions of Part II of the Land Tenure Reform (Scotland) Act 1974.

Burden 4 Preamble

The rights of the tenants under the Leases specified in the Schedule of Leases in the Property Section are burdens on the subjects in this Title.

[▼ Full details of Burden 4](#)

The rights of the tenants under the Leases specified in the Schedule of Leases in the Property Section are burdens on the subjects in this Title.

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