

WE, [] LIMITED, incorporated under the Companies Acts (Registered Number []) and having our Registered Office at [], (the "Seller") heritable proprietors of the property hereinafter disposed, IN CONSIDERATION of the price of [

[(£[]) STERLING [on which sum no Value Added Tax is payable][exclusive of Value Added Tax which will be payable in addition], paid to the Seller by [

] LIMITED, incorporated under the Companies Acts (Registered Number []) and having its Registered Office at [] of which sum the Seller acknowledges receipt DISPONE to the said [] LIMITED and its successors and assignees whomsoever (the "Purchaser") heritably and irredeemably

[For registered property]

ALL and WHOLE the property known as *[insert postal address]* and registered in the Land Register of Scotland under Title Number [] [BUT EXCEPTING THEREFROM *[insert conveyancing description of any part of the property being retained]*] BUT the Conveyed Property is disposed ALWAYS WITH AND UNDER (One) the real burdens set out in Part [2] of the schedule annexed and signed as relative to this disposition (the "Schedule") which Schedule forms part of this disposition and shall have effect as if set out in full in the body of this disposition and (Two) the servitudes set out in Part [3] of the Schedule;]

[For first registration]

[insert conveyancing description from prior writs] [BUT EXCEPTING THEREFROM *[insert conveyancing description of any part of the property being retained]*] [TOGETHER WITH by way of inclusion and not exception (One) the fixtures and fittings; (Two) the parts, privileges and pertinents (Three) the Seller's whole right title and interest present and future in and to the subjects hereby disposed](the "**Conveyed Property**") BUT the Conveyed Property is disposed ALWAYS WITH AND UNDER (One) insofar as valid, and subsisting and applicable the burdens, conditions and other clauses contained in *[insert details of writs referred to for burdens]* (Two) the real burdens set out in Part [2] of the schedule annexed and signed as relative to this disposition (the "Schedule") which Schedule forms part of this disposition and shall have effect as if set out in full in the body of this disposition and (Three) the servitudes set out in Part [3] of the Schedule;]

[For all deeds]

[There are imported the terms of the title conditions specified in *[refer to any deed of conditions created prior to 28 November 2004 in which the terms of s.17 of the Land Registration (Scotland) Act 1979 were excluded which is to apply to the Conveyed Property in such terms as shall be sufficient to identify it and specify the register in which it is registered and the date of registration];*] **[Insert the**

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following clause where the Conveyed Property is in an area in which a community right to buy could be registered under the Land Reform (Scotland) Act 2003 The Seller declares that the transfer effected by this disposition is excluded from the operation of section 40(1) of the Land Reform (Scotland) Act 2003 by virtue of paragraph [*insert appropriate paragraph number*] of section 40(4) of that Act][**If, but only if, the exempting paragraph is (a), (e) or (h) insert the following:-**The Seller further declares that the transfer effected by this disposition does not form part of a scheme or arrangement and is not one of a series of transfers mentioned in section 43(1) of the said Act] WITH ENTRY and VACANT POSSESSION as at the [*insert date of entry*] notwithstanding the date hereof; [*Insert trust clause if it is considered appropriate*] And the Seller grants warrandice [but excepting therefrom [*detail any leases or other exclusions from warrandice*]]: IN WITNESS WHEREOF

This is the Schedule referred to in the foregoing disposition by [] in favour of [] dated []

Part 1
Interpretation

In this Schedule:-

"Benefited Property" means ALL and WHOLE [*insert conveyancing description of the benefited property*];

[add any other definitions as necessary eg "Permitted Use", "Service Media" etc]

Part 2
Real Burdens affecting the Conveyed Property

The following real burdens are imposed on the Conveyed Property in favour of the Benefited Property:-

- 1
- 2

Part 3
Servitudes affecting the Conveyed Property

The following servitudes are imposed on the Conveyed Property in favour of the Benefited Property:-

- 1
- 2

Part 4
No application to the Lands Tribunal

No application may be made to the Lands Tribunal for Scotland under section 90(1)(a)(i) of the Title Conditions (Scotland) Act 2003 in respect of the [real burdens set out in Part [2] of the Schedule] [and] [the servitudes set out in Part [3] of the Schedule] for a period of [five years after the registration of this disposition in the Land Register of Scotland];



**DISPOSITION FOR REGISTERED OR
UNREGISTERED PROPERTY WITH NEW
REAL BURDENS AND SERVITUDES**

by

[] LIMITED

in favour of

[] LIMITED

Property:[]

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