DISPOSITION CREATING TITLE CONDITIONS
UNREGISTERED LAND (PART)
Reciprocal

DISPOSITION

by

[ ]

in favour of

[ ]

Property:

Version 1
December 2015

DISPOSITION (creating real burdens and servitudes - RECIPROCAL)
(Unregistered Land – Part)

1 Definitions

In this disposition:

["Benefited Property"	means ALL and WHOLE [insert conveyancing description or Title Number of the benefited property]; **(where different from the Retained Property)]**
Burden Writs	means [ ] [(a) [***specify Seller's descriptive writ / foundation writ / links in title if they contain title conditions***] (b) [***specify any prior burden writs mentioned in the Seller's prescriptive progress / descriptive writ***] (c) [***specify any burden writs mentioned in Legal Report and any other burden writs known***] [and (d) the Split Off Writs;]] ;
["Consenter"	means [ ] residing at [ ];]
"Date of Entry"	means [ ] 20[ ];
"Larger Property"	means the property more particularly described in and disponed by [Disposition] by [ ] in favour of [ ] dated [ ] and recorded in the Division of the General Register of Sasines for the County of [ ] on [ ];
"New Burdens"	means the real burdens imposed on the Property set out in [Part 1 of] the Schedule;
"New Servitudes"	means the servitudes benefiting the Property set out in [Part 2 of] the Schedule;
"Plan"	means the plan of the [Property] [Larger Property] annexed and signed as relative to this disposition;
"Price"	means [ ] POUNDS (£[ ]) Sterling;
"Property"	means ALL and WHOLE the property known as [ ] being the subjects shown [ ] on the Plan, and forming part of the Larger Property; TOGETHER WITH (One) the parts, privileges and pertinents; and (Two) the Seller's whole right, title and interest present and future in and to the property disponed;
"Purchaser"	means [ ] [and [ ]], [both] residing at [ ];
"Retained Burdens"	means the real burdens imposed on the [Retained][Benefited] Property set out in [Part 3 of] the Schedule;
"Retained Property"	means the Larger Property under exception of [(a) the subjects described in and conveyed by the Split-off Writs and (b)] the Property;
"Retained Servitudes"	means the servitudes benefiting the [Retained][Benefited] Property set out in [Part 4 of] the Schedule**;**
"Schedule"	means the schedule annexed and signed as relative to this disposition;
"Seller"	means [ ] [and [ ]], [both] residing at [ ];
"Split-off Writs"	means ***[identify and list all split offs from the parent title]***.

2 Narrative

2.1 The Seller is the proprietor of the Property [,the Benefited Property] and the Retained Property.

2.2 The Seller has sold the Property to the Purchaser for the Price.

2.3 The Seller acknowledges receipt of the Price.

3 Disposition

3.1 The Seller[, with the consent of the Consenter, the [spouse][civil partner] of the Seller, for the purposes of the [Matrimonial Homes (Family Protection) (Scotland) Act 1981 as amended,][Civil Partnership Act 2004,] DISPONES the Property to the Purchaser [equally between them].

3.2 The Schedule forms part of this disposition.

3.3 The Property is disponed with the benefit of the Servitudes.

3.4 The Property is disponed under burden of the Retained Servitudes.

[4 Matrimonial Homes/Civil Partnership Declaration]

[The Seller declares that the Property is neither a matrimonial home in relation to which a spouse of the Seller has occupancy rights, the expressions "matrimonial home" and "occupancy rights" having the meanings respectively ascribed to them by the Matrimonial Homes (Family Protection) (Scotland) Act 1981, as amended, nor a family home in relation to which a civil partner of the Seller has occupancy rights under the Civil Partnership Act 2004.]

[5] Burdens

[5].1 The Property is disponed ALWAYS WITH AND UNDER so far as valid, subsisting and applicable the burdens, conditions and other encumbrances contained in the Burden Writs.

[5].2 The Property is disponed ALWAYS WITH AND UNDER the New Burdens.

[5.3 (*Where both properties are to benefit from existing burdens that benefit the Larger Property*) [I][We] nominate the Property and the Retained Property each to be a burdened property in respect of **[specify burden(s) by reference to the constitutive deed, where it is registered and the date of registration, and if necessary, identify the real burdens].**

(*Where only the Property is to benefit from existing burdens that benefit the Larger Property*): [I][We] nominate the Property to be the benefited property in respect of [**specify burden(s) by reference to the constitutive deed, where it is registered and the date of registration, and if necessary, identify the real burdens**] and the Retained Property is to cease to be a benefited property in relation to the burden(s) specified.]

[6] Retained Burdens

[6].1 The [Benefited][Retained] Property is burdened with the Retained Burdens.

[7] Entry

The Property is sold WITH ENTRY and VACANT POSSESSION on the Date of Entry.

[8] Warrandice

The Seller grants warrandice: IN WITNESS WHEREOF this disposition [consisting of [ ] pages][together with the Plan [and] Schedule] annexed is executed by [ ] [me] [us] at the place and on the date undernoted in the presence of the undernoted witness:

	(Seller)	X
	(witness)	X
	(name of witness)	
	(address of witness)	(place of signing)

(date of signing)

This is the Schedule referred to in the Disposition by [ ] in favour of [ ] of [ ]

Part 1

New Burdens affecting the Property

The following real burdens are imposed on the Property in favour of the [Benefited][Retained] Property:

1

2

Part 2

New Servitudes benefiting the Property

The following servitudes are imposed on the Retained Property in favour of the Property:

1

2

Part 3

Retained Burdens affecting the [Benefited][Retained] Property

The following real burdens are imposed on the [Benefited][Retained] Property in favour of the Property:

1

2

Part 4

Retained Servitudes benefiting the Retained Property

The following servitudes are imposed on the Property in favour of the [Retained][Benefited] Property:

1

2