

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



DISPOSITION

by

[] LIMITED

in favour of

[] LIMITED

Property: []

Version 4
March 2011



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 [] POUNDS (£[]) 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 - Whole]

ALL and WHOLE [the property known as [insert postal address] and registered in the Land Register of Scotland under Title Number [] (the "Conveyed Property")

[For registered property - Part]

ALL and WHOLE [insert conveyancing description of property being sold by reference to a plan (e.g. that area of piece of ground extending to [] hectares or thereby and bounded as follows: [] and shown edged red on the plan annexed and signed as relative to this disposition) (the "Conveyed Property") which Conveyed Property forms part and portion of the property registered in the Land Register of Scotland under Title Number [];

[New burdens for registered property – whole or part]

TOGETHER WITH the right to (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 will 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 BUT the Conveyed Property is disposed ALWAYS WITH AND UNDER (One) the real burdens set out in Part [4] of the Schedule and (Two) the servitudes set out in Part [5] of the Schedule;]

[For first registration - Whole]

ALL and WHOLE [insert conveyancing description from prior writs] being the subjects more particularly described in and disposed by [Disposition] by [] in favour of [] dated [] and recorded in the Division of the General Register of Sasines for the County of [] on []; TOGETHER WITH (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")

[For first registration - Part]

ALL and WHOLE [insert new bounding description or description sufficient to identify the part being conveyed] which subjects hereby disposed form part and portion of the subjects in the County of [] described in [Disposition] by [] in favour of [] dated [] and recorded in the Division of the General Register of Sasines for the County of [] on []; TOGETHER WITH (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");

[New burdens for first registration – whole or part]

TOGETHER ALSO WITH the right to (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 will 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 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 [4] of the Schedule and (Three) the servitudes set out in Part [5] of the Schedule];

[For all deeds]

[If the Conveyed Property formed part of a larger area of ground which was a benefited property in respect of existing burdens the Conveyed Property will cease to be a benefited property unless a statement to the contrary is inserted in the disposition [e.g. And we nominate the Conveyed Property to be a benefited property in respect of [specify burden(s) by reference to the constitutive deed, where it is registered and the date of registration and identify the real burdens] (See Guidance Notes for fuller explanation)];

For titles affected by a 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 [There are imported the terms of the title conditions specified in Deed of Conditions by [] dated [] and [recorded in the Division of the General Register of Sasines for the County of [] on [] [registered in the Land Register of Scotland under Title Number [] on []];

Insert the 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]; 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; 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 annexed to the disposition by [] in favour of [] dated []

**Part 1
Interpretation**

In this Schedule:

"Retained Property" means ALL and WHOLE [insert conveyancing description of the retained property unless already defined in the body of the disposition];

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

**Part 2
Real Burdens affecting the Retained Property**

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

1

2

**Part 3
Servitudes affecting the Retained Property**

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

1

2

**Part 4
Real Burdens affecting the Conveyed Property**

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

1

2

**Part 5
Servitudes affecting the Conveyed Property**

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

1

2