

DEED OF REAL BURDENS (UNILATERAL)

by

[] **LIMITED** incorporated under the Companies Acts (Registered Number []) and having its Registered Office at [] (the "**Burdened Owner**")

[in favour of][and]

[] **LIMITED** incorporated under the Companies Acts (Registered Number []) and having its Registered Office at [] (the "**Benefited Owner**")

[with the consent of

[] **LIMITED** incorporated under the Companies Acts (Registered Number []) and having its Registered Office at [] [as heritable creditor under a standard security by [] in its favour 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 [] (the "**Consentor**")]

WHEREAS:-

- (A) The Burdened Owner is the owner of the Burdened Property;
- (B) The Benefited Owner is the owner of the Benefited Property; [and]
- (C) The Burdened Owner has agreed to burden the Burdened Property with the Real Burden(s) for the benefit of the Benefited Property; [and]
- (D) [The Consentor has agreed to the Burdened Property being burdened with the Real Burden(s)].

IT IS AGREED by the Parties:-

1. Definitions

In this Deed of Real Burdens:-

"**Benefited Property**" means [insert full conveyancing description];

"**Burdened Property**" means [insert full conveyancing description];

"**Real Burden(s)**" means the real burden(s) set out in [Clause 3][the Schedule];

"**Schedule**" means the schedule annexed to this Deed of Real Burdens.]

2 Interpretation

2.1 Save to the extent that the context or the express provisions of this Deed of Real Burdens otherwise requires, in this Deed of Real Burdens:-

2.1.1 an obligation on a person to do any act, matter or thing in terms of this Deed of Real Burdens includes an obligation to procure that it be done;

Version 2
July 2007



- 2.1.2 words putting a person under a restriction in terms of this Deed of Real Burdens include an obligation not to permit or allow infringement of the restriction;
- 2.1.3 references to this Deed of Real Burdens or to any other document shall be construed as reference to this Deed of Real Burdens or to that other document as modified, amended, varied, supplemented, assigned, novated or replaced from time to time;
- 2.1.4 any references to a Clause, Schedule or Part of the Schedule is to the relevant Clause, Schedule or Part of the Schedule of or to this Deed of Real Burdens;
- 2.1.5 any phrase introduced by the words "including", "include", "in particular" or any similar expression shall be construed as illustrative only and shall not be construed as limiting the generality of any preceding words.

2.2 **Headings**

The headings in this Deed of Real Burdens are included for convenience of reference only and shall be ignored in construing this Deed of Real Burdens

[2.3 **Schedule**

The Schedule forms part of this Deed of Real Burdens.]

3. **Imposition of Real Burden(s):**

[For no consideration][In consideration of payment of the price of [] (£) STERLING] [on which sum no Value Added Tax is payable][exclusive of Value Added Tax which shall be payable in addition], the Burdened Owner imposes on the Burdened Property the [following] Real Burden(s) as [a] real burden[s] in favour of the Benefited Property [: set out the terms of the real burdens to be imposed in full unless using the Schedule]

[4. **Consent**

The Consentor consents to the imposition of the Real Burden(s) on the Burdened Property.]

[4. **No Lands Tribunal Application]**

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 Burden(s) for a period of [five] years after the date of [registration of this Deed of Real Burdens in the Land Register of Scotland][recording of this Deed of Real Burdens in the General Register of Sasines]: IN WITNESS WHEREOF

This is the Schedule referred to in the foregoing Deed of Real Burdens by [] in favour
of [] [with the consent of []]

Real Burden(s) affecting the Burdened Property

1

2

3 etc

Version 2
July 2007



**DEED OF REAL BURDENS -
UNILATERAL**



by

[] LIMITED

in favour of

[] LIMITED

[with the consent of]

[] LIMITED]

Property: []

Version 2
July 2007

