DECLARATION OF TRUST da

<<ioint owner's na Owners:

Property)

<<ioint owner's na

Property)

<<ioint owner's na

Property)

Property: The [house] [flat] [a

> <<Address>> <<Address>> <<Address>>

Mortgage: The mortgage date

the Owners and (2)

Contents: The fixtures furniture

1. **DECLARATION OF TRUS**

1.1 The Owners declar subject to the Morte shares set out abov

OWNERSHIP OF CONTE 2.

- 2.1 Subject to clause same proportions a
- 2.2 [Clause 2.1 does n <<insert details e.d owned 50% by Y ar

MORTGAGE 3.

3.1 Each Owner agree proportions as their <<insert details e.g other Owners in res

4. **EXPENDITURE**

- 4.1 Subject to clauses between the Owner
- 4.2 [Clause 4.1 does n be paid for as follow the Owners' use of
- 4.3 Clause 4.1 does no paid for as follows:



address>> (<< >>% share of

address>> (<< >>% share of

address>> (<< >>% share of

>> 20 << >> made between (1)

ertv

f this deed they hold the Property, lves as tenants in common in the

htly owned by the Owners in the erty.

tems which are owned as follows: hed by X, the garden furniture is

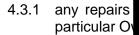
to pay the Mortgage (in the same **OR** [in the following proportions: pay 50%>>] and to indemnify the

s as their shares in the Property.

items of expenditure which shall Itility bills will be split according to

pes of expenditure which shall be

on the Property shall be divided



- 4.3.2 any alteration their sole us
- 4.3.3 any insurar becomes patheir guests)

5. OWNERS' COVENANTS

- 5.1 Each Owner agrees
 - 5.1.1 To pay thei clause 4 an payment.
 - 5.1.2 When the O Contents in deteriorate.
 - 5.1.3 To make go which is cau
 - a) any l partic perm
 - b) any i
 - 5.1.4 Not to alter interior of Owners.

6. SALE OF THE PROPERT

6.1 The provisions of S of them wish to sell

7. NOTICES

7.1 All notices given un of service the provi the Law of Property

8. INTERPRETATION

- 8.1 Any obligation on includes an obligati thing.
- 8.2 The Owners do no person solely by vir
- 8.3 An obligation in thi Value Added Tax in

9. JURISDICTION

This Agreement shall be go

d as a result of the actions of a that Owner;

uested by a particular Owner for towner:

e in insurance premium which actions of a particular Owner (or Owner.

ure on the Property as set out in r Owners in respect of any non-

operty to use the Property and the ul manner and not allow them to

to the Property and the Contents

set out in this Agreement by that rson at the Property with their

gence of that particular Owner or the their permission.

e appearance structure exterior or e unanimous agreement of the

RIGHTS

2 shall apply if the Owners or any re of the Property.

t be in writing and for the purpose tices contained in Section 196 of ed in this Agreement.

ement not to do an act or thing another person to do such act or

ent should be enforceable by any nts of Third Parties) Act 1999.

ney includes an obligation to pay

gland and Wales.

Signed as a deed by <<Owner's Name>> in the presence of

Signature of witness _____

Name (in BLOCK CAPITALS) ____

Address _____

Signed as a deed by <<Owner's Name>> in the presence of

Signature of witness _____

Name (in BLOCK CAPITALS) ____

Address _____

Signed as a deed by <<Owner's Name>> in the presence of

Signature of witness ___

Name (in BLOCK CAPITALS) ___

Address _____

[Add further execution clauses as

©Simply-Docs - PROP.RES.77 - Declaration of

ixed Shares, Mortgage, Pre-emption Rights

Sche

- 1. If the Owners unanimous arrangements for the Prop
- If an Owner wishes to sell Owner must first offer to Schedule 2.
- If a departing Owner's shaparagraph 2 the share ma the remaining Owners.
- If a departing Owner's sha Owners will make arranger
- 5. The terms of a sale on the
- Following a sale of the Pro in connection with the sa balance shall, subject to t same proportions as their s
- 7. Following a sale of the Pro to each Owner pursuant to

Sched

- Each Owner grants the ot accordance with the prov share.
- If an Owner wishes to sel Owner must serve on the of
- An offer notice is a notice Owner's share of the Prop provisions of this Schedule
- The departing Owner must for a period of two month Owners have declined the
- If an Owner or Owners wis serve notice to this effect months of service of the of
- If one Owner serves an account of the departing Owner's s
- 7. If more than one Owner set the offer notice a contract

perty

ty should be sold they will make on market.

of their share of the Property that other Owners in accordance with

another Owner or Owners under d party approved unanimously by

third party under paragraph 3 the be sold on the open market.

reed by a majority of the Owners.

s and expenses properly incurred m the proceeds of sale and the oned between the Owners in the

be discharged from the sums due ortions set out in clause 3.

nption

buy their share of the Property in if an Owner wishes to sell their

f their share of the Property that ice complying with paragraph 3.

parting Owner offering to sell that or Owners in accordance with the

pose of their share of the Property offer notice unless all the other er notice.

ained in the offer notice they must (an acceptance notice) within two

wo months of service of the offer wner and that Owner for the sale

ce within two months of service of he departing Owner and all the

©Simply-Docs - PROP.RES.77 - Declaration of

ixed Shares, Mortgage, Pre-emption Rights

accepting Owners for the s accepting Owners will spli proportions as their existi proportions).

- 8. The Owners will use all r Property and of the depart an acceptance notice and of service of an acceptanc who is a Fellow or Associa least ten years' experience
- A surveyor appointed und default of agreement shal Royal Institution of Charter
- The surveyor will act as ar will be paid by the departin
- Once the value of the department
 be recorded in writing and
- 12. The transfer of the departir completed as soon as a agreement or determination

er's share of the Property and the share between them in the same erty (and will pay for it in those

o agree the market value of the on as possible following service of ot been agreed within four weeks will be determined by a surveyor on of Chartered Surveyors with at lilar to the Property.

chosen by all the Owners or in resident for the time being of the

be final and binding and his costs

been agreed or determined it will

acquiring Owner or Owners will be f the acceptance notice(s) and e.

©Simply-Docs - PROP.RES.77 - Declaration of