DECLARATION OF TRUST da

Owners: <<ioint owner's na

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

3. **MORTGAGE**

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.

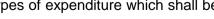
tems which are owned as follows: hed by X, the garden furniture is

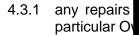
to pay the Mortgage (in the same **OR** [in the following proportions: pay 50%>>] and to indemnify the

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





- 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

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 not 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.

are on the Property as set out in rowners 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

ne Property is sold.

t be in writing and for the purpose offices 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.78 – Declaration

/ - Fixed Shares, Mortgage

Sche

- Following a sale of the Pro in connection with the sa balance shall, subject to t same proportions as their s
- 2. Following a sale of the Pro to each Owner pursuant to

perty

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

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

