DECLARATION OF TRUST da

Owners: <<joint owner's nat

Property)

<<joint owner's na

Property)

<<joint owner's na

Property)

Property: The [house] [flat] [a

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

Contents: The fixtures furniture

1. DECLARATION OF TRUS

1.1 The Owners declar on trust for themsel

2. OWNERSHIP OF CONTE

- 2.1 Subject to clause 2 same proportions a
- 2.2 [Clause 2.1 does n <<insert details e.g owned 50% by Y ar

3. EXPENDITURE

- 3.1 Subject to clauses between the Owner
- 3.2 [Clause 3.1 does n be paid for as follow the Owners' use of
- 3.3 Clause 3.1 does no paid for as follows:
 - 3.3.1 any repairs particular Ov
 - 3.3.2 any alteration their sole us
 - 3.3.3 any insurar becomes pa their guests)

4. OWNERS' COVENANTS

4.1 Each Owner agrees

>> 20 << >>

address>> (<< >>% share of

address>> (<< >>% share of

address>> (<< >>% share of

erty

f this deed they hold the Property n in the shares set out above.

ntly owned by the Owners in the erty.

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

on the Property shall be divided as their shares in the Property.

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

pes of expenditure which shall be

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.

- 4.1.1 To pay thei clause 3 an payment.
- 4.1.2 When the O Contents in deteriorate.
- 4.1.3 To make go which is cau
 - a) any l partic perm
 - b) any any
- 4.1.4 Not to alter a interior of to Owners.

5. SALE OF THE PROPERT

5.1 The provisions of S of them wish to sell

6. NOTICES

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

7. INTERPRETATION

- 7.1 Any obligation on includes an obligati thing.
- 7.2 The Owners do no person solely by vir
- 7.3 An obligation in thi Value Added Tax in

8. JURISDICTION

This Agreement shall be go

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

Signature of witness _____

Name (in BLOCK CAPITALS)

Address _____

ure on the Property as set out in r Owners in respect of any non-operty to use the Property and the

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

gence of that particular Owner or th their permission.

ul manner and not allow them to

e appearance structure exterior or e unanimous agreement of the

RIGHTS

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

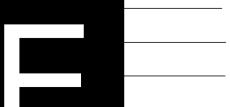
t be in writing and for the purpose ptices contained in Section 196 of ed in this Agreement.

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.



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ixed Shares, Pre-emption Rights

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

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 be apportion shares in the Property.

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 months 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 according of the departing Owner's st
- 7. If more than one Owner set the offer notice a contract accepting Owners for the saccepting Owners will split proportions as their exist.

perty

ty should be sold they will make en 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 in the same proportions as their

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

bose 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 Dwner and that Owner for the sale

ce within two months of service of he departing Owner and all the er's share of the Property and the share between them in the same erty (and will pay for it in those



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ixed Shares, Pre-emption Rights

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 Associatest 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

to agree the market value of the on as possible following service of not been agreed within four weeks will be determined by a surveyor on of Chartered Surveyors with at hilar 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.