



# Property Purchase Workflow

## PROPERTY PURCHASE WORKFLOW

Action	Action Description	Documents	Next
PRC01	Take instructions, write initial Letters	PRCPRC01A – Letter of Engagement PRCPRC01B – Letter to Client with Guidelines PRCPRC01C – Section 68 Letter to Client PRCPRC01D – Memorandum on Purchase of Newly-built Home PRCPRC01E – Memorandum on Purchase of Apartment PRCPRC01F – Memorandum on Purchase of existing Home PRCPRC01G – Initial Letter to Vendor's Solicitors	PRC13 – 7 Days
PRC13	Check whether draft contracts, Client further info received	PRCPRC13A – Reminder Letter to Client re Information PRCPRC13B – Reminder Letter to Vendor Solicitors re Contract	PRC02 – 0 Now PRC13 – 7 Days
PRC02	Investigate title	PRCPRC02A – Letter to Solicitors with Precontract Enquiries PRCPRC02B – Letter to Client with Contract New Build PRCPRC02C – Letter to Client with Contract Existing House PRCPRC02D – Letter to Client with Contract Existing Apartment PRCPRC02E – Letter to Client with Contract Site PRCPRC02F – Letter to Client enc Precontract Enquiries PRCPRC02G – Letter requesting Planning Search	PRC03 – 0 Now PRC14 – 7 Days PRC15 – 10 Days
PRC14	Remind Vendor's Solicitor to reply to Precontract Enquiries	PRCPRC14A – Reminder Letter to Solicitors re Enquiries	PRC03 – 0 Now PRC14 – 5 Days
PRC15	Check whether Loan Approval received	PRCPRC15A – Letter to Client enc Loan Approval	PRC03 – 0 Now PRC15 – 7 Days
PRC03	Have contract signed by Client	PRCPRC03A – Letter to Client re Appointment to sign Contract	PRC04 – 0 Now
PRC04	Send signed Contract to Vendor Solicitors	PRCPRC04A – Letter to Ven Solicitors enc Contract PRCPRC04B – Letter to Client enc Invoice and Cash Account PRCPRC04C – Invoice to Client re Purchase PRCPRC04D – Cash Account on Purchase PRCPRC04E – Requisitions Freehold registered PRCPRC04F – Requisitions Freehold unregistered PRCPRC04G – Requisitions Leasehold registered PRCPRC04H – Requisitions Leasehold unregistered PRCPRC04I – Letter to Lender with acceptance of Loan PRCPRC04J – Transfer PRCPRC04K – Conveyance PRCPRC04L – Assignment	
PRC05	Receive Contract signed by Vendor	PRCPRC05A – Letter to Ven Solicitors raising Rejoinders	PRC06 – 3 Days
PRC06	Prepare for Closing	PRCPRC06A – Letter to Ven Solicitors enc	

		Completion requirements PRCPRC06B – Completion requirements Registered title PRCPRC06C – Completion requirements Unregistered title PRCPRC06D – Letter to Client on completion of New Build PRCPRC06E – Letter requesting Searches PRCPRC10A – FHPA Declaration Family Home Sole Owner PRCPRC10B – FHPA Decl Not Family Home Owner Separated PRCPRC10C – FHPA Decl Not Family Home Owner Divorced PRCPRC10D – FHPA Decl Family Home Joint Owners PRCPRC10E – FHPA Decl Not Family Home Joint Owners (second home) PRCPRC10F – FHPA Decl Not Family Home Owner Widowed PRCPRC10G – FHPA Decl Not Family Home Owner Unmarried PRCPRC10H – FHPA Decl Section 54(1)(b) FLA95 PRCPRC10I – FHPA Decl Not Family Home Owner a Company	
PRC07	Closing	PRCPRC07A – Letter to Ven Solicitors with Bank Draft	PRC08 – 5 Days PRC09 – 14 Days
PRC08	Stamping and Registration	PRCPRC08A – Memo to Register PRCPRC08B – Land Registry Form 17	PRC09 – 10 Days PRC17 – 3 Days
PRC19	Respond to PRAI queries	PRCPRC19A – Letter responding to PRAI queries	
PRC20	Receive notification from PRAI that registration complete		PRC09 – 1 Days PRC17 – 1 Days
PRC09	Undertakings follow-up	PRCPRC09A – Undertaking Follow--up Letter to Solicitor PRCPRC09B – Reminder Letter to Solicitors re Undertakings	PRC09 – 7 Days PRC17 – 3 Days
PRC17	Send title to Lender	PRCPRC17A – Letter to Lender enc Cert of Title PRCPRC17B – Schedule of Title Deeds PRCPRC17C – Letter to Client re title sent to Lender	PRC18 – 10 Days
PRC18	Reminder to Lender re Discharge of Undertaking	PRCPRC18A – Letter to Lender reminding to discharge Undertaking	PRC12 – 3 Days PRC18 – 14 Days
PRC10	Deeds, Documents and Declarations	PRCPRC04J – Transfer PRCPRC04K – Conveyance PRCPRC04L – Assignment PRCPRC10A – FHPA Declaration Family Home Sole Owner PRCPRC10B – FHPA Decl Not Family Home Owner Separated PRCPRC10C – FHPA Decl Not Family Home Owner Divorced PRCPRC10D – FHPA Decl Family Home Joint Owners PRCPRC10E – FHPA Decl Not Family Home Joint Owners (second home) PRCPRC10F – FHPA Decl Not Family Home	

		Owner Widowed PRCPRC10G – FHPA Decl Not Family Home Owner Unmarried PRCPRC10H – FHPA Decl Section 54(1)(b) FLA95 PRCPRC10I – FHPA Decl Not Family Home Owner a Company	
PRC11	Miscellaneous Letters	PRCPRC11A – Letter to Client Blank PRCPRC11B – Letter to Vendor's Solicitor Blank PRCPRC11C – Letter to Lender Blank PRCPRC11D – Letter to Auctioneer Blank PRCPRC11E – Blank Letter ? PRCPRC11F – Blank Document ? PRCPRC11G – Blank Memo ? PRCPRC11H – Blank Attendance ?	
PRC12	File closed	PRCPRC12A – File Closure procedure PRCPRC12B – Memo File Closed	

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# ***LETTER OF ENGAGEMENT***

SOLICITOR: [SYS:CON:Name], [DIA:SingleAddress]

Client:[CNT:Name][SYS:iif((LCN:CNameCon)=", ", ' and ')[LCN:CNameCon#01]

**TYPE OF CASE:**

**DATE OF INSTRUCTION:**

**BY THIS LETTER:**

**1. INSTRUCTIONS TO ACT**

The Client instructs the Solicitor to act on behalf of the Client in relation to the works to be undertaken by the Solicitor on behalf of the Client.

**2. SOLICITOR'S DUTY**

The Solicitor undertakes to act on behalf of the Client in accordance with the Client's instructions in an efficient and thorough manner with full regard at all times to his professional obligations as a Solicitor and as an Officer of the Court.

[SYS:CON:Name] are a firm of solicitors whose ambition is to meet you with your problem; to separate you from your problem, care for you, resolve the problem and leave you with a sense of achievement.

Our vision is to have an office with a warm and friendly atmosphere, where you are welcomed, you are listened to, results are planned and the service is tailored to meet your needs and results match your reasonable expectations.

**3. CLIENT IRREVOCABLE INSTRUCTION**

(A) The client irrevocably authorises the Solicitor to take such action and honour such undertaking as the Solicitor may deem necessary and reasonable in order to process the Client's file. The Client shall not terminate the Solicitor's instructions to act until such time as the matter is concluded or, if sooner, until all undertakings given by the Solicitor on the Client's behalf and charges properly and reasonably due by the Client to the Solicitor have been discharged by or on behalf of the Client. In this agreement "charges" include fees, outlays, disbursements and expenses.

(B) The Client authorises and instructs the Solicitor to retain as may be reasonable or appropriate the services of such experts and other professional persons as the Solicitor shall deem appropriate. The Solicitor will inform the Client of the retention of the appropriate expert.

**4. FEES**

(A) The Client shall be responsible for the payment of the proper and reasonable charges

of the Solicitor and the Client shall pay to the Solicitor such charges as may from time to time be reasonably requested in writing on account of charges necessarily and reasonably to be incurred by the Solicitor in carrying out the Client's instructions or alternatively the Solicitor may waive, abate or defer such charges or any part of them until:-

- (a) the successful conclusion of the case;
- (b) the Client wishing to discharge/change their solicitor;
- (c) the Client not wishing to proceed with the action or transaction;
- (d) the Client wishing to proceed with the action or transaction against the Solicitor's advice.

Such charges may include the costs of experts such as estate agents, accountants, insurance brokers, barristers, medical experts, engineers, architects, together with fees of other professional persons. All other necessary charges reasonably paid for or contracted for by the Solicitor as agent for the Client in pursuance of this claim and may also include legal cost accountants fees.

- (B) The Solicitors fees will be charged on a time charge basis. You will be advised of the hourly charge rate to apply to your file. The current rates are:-

- Partner €300 per hour plus VAT;
- Solicitor: €200 per hour plus VAT;
- Legal Executive or Trainee Solicitor: €100 per hour plus VAT.

The hourly charge rate does not include outlays/expenses which the Office may incur on your behalf. The cost of the outlays are outside the Solicitor's control and will be passed on to the Client as they arise. The Solicitor will seek to be paid for the outlays as they arise so as to avoid a substantial sum building up.

The Solicitor will furnish you with a quarterly bill setting out the details and the time spent on your file and the fees incurred in that quarter.

The Solicitor's charges will be measured having regard to:-

- (a) the skilled labour and responsibility involved in the claim and any specialised knowledge given or applied on the part of the Solicitor;
  - (b) the complexity, difficulty, rarity or urgency of the questions raised;
  - (c) the importance of the matter;
  - (d) the time reasonably expended by the Solicitor and his firm on the claim; and
  - (e) the place(s) where and the circumstances in which the transaction is pursued.
- (C) The Solicitor shall charge the fees at an hourly rate as set out in Clause 4(A) hereof unless a separate agreement has been reached between the Solicitor and the Client.



The agreement shall be in writing as per the Estimate furnished from the Solicitor to the Client, a copy of which is retained on the Solicitor's file.

The Solicitor cannot guarantee that the written Fee Estimate will be the total amount of the bill to be charged by the Solicitor. The Estimate is based on an estimate of the time to be spent on the file and is calculated on the basis of the Solicitor's knowledge and expertise in the area and of the time he/she will spend on the file. The fee is estimated on the basis that nothing unusual shall arise which could cause the Solicitor to have to carry out additional work.

#### **5. CLIENT ACKNOWLEDGMENT OF FEE STRUCTURE**

The Client hereby accepts, acknowledges and agrees that he has been informed and understands that:-

- (a) he/she has met with the Solicitor and that all matters contained in this form have been explained to him/her;
- (b) that he/she has the right to seek independent legal advice prior to signing this form and he/she has chosen not to seek this advice; and
- (c) that he/she understands that the quote for legal costs, that he/she has received is the Solicitors best estimate and in the event that the costs shall be increased, that the Solicitor shall inform him/her in writing of the additional costs prior to the Solicitor taking any further action on the file.

#### **6. BILL OF COSTS**

The Solicitor agrees that, as soon as practicable after the conclusion of the claim, the Solicitor shall furnish the Client with a bill of costs setting out:-

- (a) a summary of the legal services provided to the Client in connection with the transaction;
- (b) the total amount of monies (if appropriate) recovered by the Client and received by the Solicitor on behalf of the Client in relation to the transaction
- (c) details of all or any part of the charges which have been recovered by the Solicitor on behalf of the Client from any other party.

#### **7. AUTHORITY TO SOLICITOR TO ENDORSE CHEQUE/LODGE FUNDS TO CLIENT ACCOUNT**

If monies payable to the Client are received by the Solicitor in the form of a cheque or other type of money order and payable to the Client, the Client hereby irrevocably authorises and instructs the Solicitor to endorse the said cheque on the Client's behalf and lodge the said cheque for clearance and cashing, the proceeds of the cheque to remain in the Solicitor's client account pending final agreement with the Client as to the appropriate deductions as aforesaid to be deducted from the Client's money and the balance paid to the Client. The Client hereby further irrevocably authorises the Solicitor to deduct/pay out of these monies, any monies due in discharge of any undertaking in respect of any matter given by the Solicitor whether in respect of any fees due to a former Solicitor retained by the Client in connection with any

transaction, any loan obtained by the Client on foot of any undertaking given by the Solicitor in respect of this transaction, or any other expenses arising out of the transaction that the Solicitor has undertaken on behalf of the Client to discharge.

## **8. LIMITATION OF SOLICITORS LIABILITY**

The Liability of [SYS:CON:Name] to you arising out of, or in connection with, their engagement (whether for breach of contract or of statutory duty, negligence, or otherwise) will be limited to (the lower of (a) the minimum amount of the professional indemnity insurance cover from time to time required to be maintained by the Solicitor under applicable law; or (b) €500,000.00). Nothing in this letter shall limit the Solicitor's liability to the Client (a) for fraud or fraudulent concealment; or (b) to the extent that under any applicable law liability may not be limited.

The Solicitor will have no liability to the Client where the Client has acted dishonestly, fraudulently or has condoned dishonesty or fraud.

## **9. UNDERTAKINGS**

The Solicitor will not furnish any undertaking without the Client's prior written consent, which consent will include a full indemnity by the Client to the Solicitor in respect of the inability of the Solicitor to discharge the undertaking for reasons outside the Solicitor's control.

## **10. FIRST MEETING**

The first consultation between Solicitor and Client shall be free, in the event that the Client decides not to engage the Solicitor to act. In the event that the Client does engage the Solicitor, the Client shall be liable for the fees in respect of the first consultation and it shall form part of the final bill of costs.

## **11. BREAKDOWN OF TRUST**

The Solicitor retains the right not to act for the Client, and to disengage from representing the Client, if and when the Solicitor has formed the opinion that the bond of trust which exists between the Solicitor and the Client has been breached. The Client will have a reciprocal right to terminate the contract in the event that the bond of trust has been breached. The Client shall be liable to pay the Solicitor's fees and expenses up to the date of the termination of the engagement.

## **12. COMPLAINT**

If the Client is unhappy with any aspect of the service which the Solicitor is providing, then the Client shall be entitled to register a complaint by following the procedure hereinafter set out:-

- (i) Write a letter of complaint addressed to the Senior Partner specifying the breach of terms of service;
- (ii) The Senior Partner shall investigate the complaint and respond in writing to the Client within seven days of receiving the complaint;
- (iii) If the Senior Partner's reply resolves the complaint, the matter shall end. If the Senior Partner's reply does not resolve the complaint, the Senior Partner shall write to the Client to attend at the office and voice the complaint in person to the Senior Partner;
- (iv) The Senior Partner shall further investigate the matter and provide a response in writing

- to the Client, which will hopefully resolve the complaint to the Client's satisfaction;
- (v) If the Senior Partner is unable to resolve the complaint, the matter shall be referred to a Mediator to be appointed by the President of the Law Society (failing agreement by the parties to agree a Mediator) who shall be empowered to mediate the complaint and resolve the matter;
  - (vi) If the Mediation does not resolve the matter, the Senior Partner shall refer the matter to the Complaints Section of the Law Society to have the problem adjudicated upon and resolved.

It is the sincere wish of everybody at [SYS:CON:Name], Solicitors, that any complaint by a Client is treated with respect, and any dispute amicably resolved.

## **SCHEDULE**

### **GENERAL ESTIMATE OF FEES**

#### **1. CONVEYANCING**

- (A) Sale or Purchase of a Domestic Residence for personal use or investment  
Estimated time to be spent on a standard conveyance – 8 hours
- (B) Mortgage or re-mortgage of a Property  
Estimated time to be spent on a standard mortgage – 6 hours
- (C) Sale or Purchase of a Commercial Property  
Estimated time to be spent on a commercial conveyance – 20 hours
- (D) Re-mortgage of a Commercial Property  
Estimated time to be spent on a mortgage of a commercial property – 15 hours

#### **2. PROBATE FEES**

Estimated time to be spent on a standard conveyance – 30 hours

#### **3. LABOUR LAW**

10 hours to prepare for a case and 8 hours for a hearing

#### **4. FAMILY LAW**

- (A) Negotiation and settlement of a Separation Agreement: 15 hours
- (B) District Court proceedings, to include, maintenance, custody, access, Barring Order, Safety Order, Protection Order: 10 hours
- (C) Circuit Court Judicial Separation Proceedings, where contested, minimum fee: 30 hours plus more
- (D) Circuit Court Divorce proceedings by consent: 6 hours
- (E) Circuit Court Divorce proceedings where

(F) High Court Family Law proceedings, 50 hours plus more minimum fee:

General litigation – €300 per hour – 15 hours minimum

Minimum fee -€300 per hour – 25 hours minimum

€300 per hour – 10 hours minimum, less any fee paid by the Defendant or an Insurance Company on behalf of the Defendant

€300 per hour

Will	€100.00
Enduring Power of Attorney	€500.00
First Registration of House	€500.00

Minimum fee: €250 per hour for time spent plus outlays.

All fees to be charged by the Solicitor will be subject to VAT at 23% or such VAT rate as is applicable at the time when the matter is concluded. The Client will also be responsible for all outlays incurred by the Solicitor in pursuance of the transaction.

**THE CLIENT ACKNOWLEDGES THAT THE FEE STRUCTURE OF [SYS:CON:Name] HAS BEEN EXPLAINED IN DETAIL AND BY THEIR SIGNATURE HEREBY CONSENTS TO THE TERMS OF CONTRACT BETWEEN THE SOLICITOR AND THE CLIENT. THE CLIENT WILL BE SENT A COPY OF THE SIGNED AGREEMENT BY POST AND SHALL BE ENTITLED TO TERMINATE THE AGREEMENT WITHIN A PERIOD OF 14 DAYS (COOLING-OFF PERIOD) FROM THE DATE THE SIGNED AGREEMENT IS SENT TO THE CLIENT. THEREAFTER THE AGREEMENT SHALL BE BINDING.**

**Dated the      day of                      2013.**

**SIGNED:** \_\_\_\_\_

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

[CNT:Name]

[CNT:Address]

[SYS:UpdateMatter()]

**Re: Purchase of Property at [CSM:CsPremises]**

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Dear [CNT:Salut],

I thank you for instructing this firm. I hope that you will be happy with the service.

I have written to the Solicitors for the Vendor requesting draft Contracts and copy Title Documents. Before you sign the Contracts, I would recommend the following matters:-

1. **Insurance**

I would recommend that you insure the property immediately on the signing by you of the Contracts.

2. **Planning**

I would recommend that you attend at the Planning Office and inspect the planning file for the house and the development plans for the locality.

3. **Loan Application**

If you have any difficulties with your lending institution, please telephone my office and I will try to assist you.

4. **Survey**

You should arrange to have the property examined by a qualified Architect, Engineer or Surveyor.

5. **Contents**

If the purchase price is to include a list of contents, you should arrange for the Vendor or his Estate Agent to type up a list and furnish it to me.

6. **Services**

Pre-examine the property to check to see if services such as cable T.V., telephone line, gas, and refuse collection, are supplied.

7. **Searches**

At the completion of the purchase, I will be required by your lending institution to carry out Judgment, Bankruptcy and Sheriff Searches against you. In order to avoid any possible embarrassment at the closing of the transaction, perhaps you would advise me if your name is likely to appear on any of these searches, particularly in relation to the Revenue Commissioners.

When I receive Contracts and copy Title from the Vendor's Solicitors I will investigate the Title and raise questions with the Vendor's Solicitors in relation to matters not included in the Contract. When I am satisfied that the Title is in order, I will then arrange for you to sign the Contracts and pay a deposit of 10% of the purchase price.

The next step is for me to exchange the Contracts with the Vendor's Solicitors and carry out a more thorough investigation of the Title known as "raising Requisitions on Title". By now, you should have received your loan approval and I will submit documentation to the Building Society's Solicitors to clear the way for the issue of your loan cheque.

The next stage is the closing procedure. Once you have complied with the special requirements in your loan approval and I have resolved all problems on the Title with the Vendor's Solicitors and with your Building Society, I can then make an appointment with the Building Society to collect your loan cheque and complete the transaction. I will prepare a Bill of Costs and a statement of the monies needed to complete the purchase and send them to you prior to the closing date. On the closing day, we will all attend at the lending institution's offices to complete the transaction.

After completion, I will register your ownership of the house and once registration is completed, I can then close my file.

If you have any queries in relation to the estimate, please telephone me. I hope that this letter will be of considerable assistance to you in helping you to understand the procedures involved in purchasing a property and in outlining the matters which need your special attention.

Kind regards.

Yours sincerely,

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**[MAT:FeName]**  
**[SYS:CON:Name]**

[DATE:Today]

**Private & Confidential**

[CNT:Name]

[CNT:Address]

Re: [MAT:Description]

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Dear [CNT:Salut],

I refer to your recent enquiry in respect of the above matter. Thank you for choosing to instruct this firm to act on your behalf in your purchase. I hope that you will be happy with the service that we provide to you.

To begin the matter, I have written to the solicitors for the vendor seeking contracts for the sale of the property together with copies of the title deeds. Once I receive these, I can review the contracts and investigate the title. This will enable me to advise you in relation to the transaction.

Before you sign contracts, there are various matters to which you should give your attention. By way of a summary, I enclose herewith a memorandum in relation to the purchase of a property. I recommend that you read same thoroughly and come back to me with any questions or queries that you have in relation to same.

I also enclose herewith a questionnaire. I should be grateful if you could reply to the matters thereon. You will see that the questionnaire deals with such matters as you marital status, confirmation of your PPS number, details of any contents that are included in the sale and details of any matters that you have agreed with the estate agent or seller. It is very important that you let me have full details of all matters which you have agreed with the estate agent at this stage.

At this point of the transaction there are a number of matters that I need to deal with as follows:

**1. Letter of Instruction/Contract for Services:**

I enclose our Letter of Engagement for your records. The letter is very important as it sets out the basis on which we will work for you and the method we use to charge fees for the work we do.

There are a number of matters I would like to draw to your attention:-

- The fees quoted are based upon the instructions given to our firm by you. If the instructions change, then the fees will change to take account of any additional work we do. It is accordingly very important, from your point of view, that your instructions are clear and accurate.



- You will be sent a memo of any instructions you give our firm. We need you to check the accuracy of the memo and notify us of any corrections you wish to make to the record of our meeting.
- Our Letter of Engagement sets out our duty of care to you to carry out your instructions diligently and accurately. The letter also sets out your duties of care to our firm. Our business relationship will be based on the mutual trust that has been established between you and our firm and, where that trust breaks down, the business relationship shall cease. It is our mission to develop the relationship of trust and we hope that we will be successful, in that we will have a long term business relationship with you.
- If you are unhappy with any aspect of the work which we are handling on your behalf, please write to the Managing Partner and advise him of your problem. It is our promise that any and every complaint will be treated with respect and responded to in the shortest possible time.
- At the conclusion of your case, we will send you a client satisfaction survey to enable you to comment on the service you have received. The survey is important to us, as it allows analysis of your feedback thereby helping us improve our service to you.

## **2. Estimate of Costs and Outlay**

I enclose herewith estimate of the likely legal costs and outlay which will arise in the matter. As indicated therein, the legal costs arising in relation to the sale will fall into two parts – the first relates to professional fees for the work involved. These fees are subject to VAT at a rate of 23%. The second component part of the costs comprises items of outlay i.e. items of expenditure which are paid through this office, but on to other parties. I have detailed these on the estimate.

I should say that the estimate is not a precise indication of fees or outlays. It is as accurate as I can be at this stage of the matter. In the event that any particular difficulties or areas of complexity arising requiring additional work, then I have to reserve the right to mark an increased fee. In the event that this becomes necessary I will make you aware of it at the earliest opportunity.

I enclose a duplicate of this estimate and I should be obliged if you could return one copy to me duly signed as an acknowledgement that we have provided you with estimate of costs and outlay.

## **3. Client Identity Documents**

Before we can open a file and commence to act for you, we must satisfy current legislation in respect of identification. To this end we will need the following:

- (1) Copy of either passport or driving license.
- (2) Copy utility bill showing your name and address.
- (3) We will also require copy of an official document showing your name and PPS number as we will be required to vouch your PPS number (tax number) in the course of the transaction.

## **4. Marital Status**

As discussed, we will need to obtain from you any documents appropriate to your marital status for e.g. a marriage certificate, separation agreement, divorce decree. Please let us have same as soon as possible.

On receipt of the signed contract and estimate of fees and outlays and all the items requested we will be in a position to commence acting for you.

I look forward to hearing from you and thank you in anticipation of your instructions.

Yours faithfully,

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[MAT:FeName]  
[SYS:CON:Name]

<b>MEMORANDUM RE PURCHASE OF A NEW PROPERTY</b>
---

**Client:**[CNT:Name][SYS:iif((LCN:CiNameCon)='', '', ' and ')] [LCN:CiNameCon#01]

**Premises:      Purchase of [CSM:CsPremises]**

1.    **Contract.** The Contract which you will sign is an Agreement to build a property in accordance with accordance with agreed plans and specifications. I recommend that you obtain the plans and specifications for this new property from the Estate Agent and satisfy yourself in relation to same.
2.    **Deposit:** Please be aware that on signing Contracts you will be required to pay a deposit equivalent to 10% of the purchase price. From this sum you may deduct the amount of any Booking Deposit you have already paid to the Auctioneer. Accordingly, on signing Contracts it is important that you are in a position to let me have a cheque/bank draft made payable to the Solicitors for the seller in the amount of this deposit.

In the event that you are not in a position to pay this deposit please advise me immediately as it will be necessary for you to apply to your bank/lending institution for a bridging loan to raise the funds.

- 3    **Loan Offer:** As I have already indicated, once you sign a Contract to purchase this property, you commit yourself unconditionally to complete the purchase and pay the purchase price. Accordingly, prior to entering into such a Contract, you should ensure that you have a satisfactory letter of loan offer from your lending institution. You should also ensure that you are in a position to comply with all conditions, pre-conditions and requirements of any loan offer as your lender will only issue funds once all of such conditions have been met. Obviously, in the event that there is any delay in complying with such conditions, this will impact on the release of funds thereby delaying the transaction.
- 4    **Mortgage Protection Insurance/Life Assurance:** Prior to releasing funds your Lending Institution will require you to have in place a satisfactory policy of Life Assurance/Mortgage Protection Insurance for the amount on the term of the loan. The Lending Institution will not release funds until such time as they are satisfied on this matter. Accordingly, before you commit yourself to a legally binding Contract to purchase you should ensure that you are in a position to obtain Life Assurance/Mortgage Protection cover to the satisfaction of your lending institution on suitable terms. Please also be aware that the amount of time involved in processing applications for Life Cover/Mortgage Protection Cover has increased substantially in recent times. Life Assurance companies may require that questionnaires be completed by your General Practitioners (called Private Medical Assessment Forms) or they may elect to have you undergo a medical examination. Given these factors, I recommend that you do not commit to a purchase until such time as you have satisfied yourself that you are in a position to obtain Mortgage Protection Cover.
- 5    **Buildings Insurance:** Prior to committing to a Contract for the purchase of the property, you should also ensure that the property you wish to purchase is insurable on reasonable terms. Your lending institution will require that you have Buildings Insurance/Fire Insurance in place prior to releasing funds. Again, if there is any delay in affecting appropriate Insurance this will result in a delay in the release of funds.

- 6 **Planning:** Prior to proceeding with the purchase, I recommend that you attend at the Planning Office of the relevant Local Authority and check the Planning file for the house and the development plan for its area. In particular, you should check:-
- a. If there are any proposals/plans for the neighbourhood/vicinity of the property which would impact on the value of the property or of your use and enjoyment thereof.
  - b. You should ascertain if there are any proposals for road widening or other public development which would adversely affect the property.
  - c. In checking the Planning Register relating to the property itself you should look to see if there are any relevant Planning Applications, Enforcement Notices or breaches of Planning Law which have come to the attention of the Local Authority.
- 7 **Services:** I recommend that at this stage, you clarify how the property is serviced as to the normal utilities i.e. water supply, sewerage, ESB. Most urban properties have mains water supply and sewerage and you should confirm to me that this is the case. If, however, the property is situate in a rural area or is a one off property, you may need to ascertain the nature of these services i.e. is the water supply a mains supply, from a group scheme or by well? Is sewerage disposal by mains sewerage, septic tank? If the property is served by a well or septic tank you should ensure that such well and septic tank and any percolation area relevant thereto are situate in the boundaries of the property in sale.
- At this stage you should also re-examine the property to see if services such as cable tv, refuse disposal, gas or telephone are supplied.
- 8 **Contents:** Please advise me if there are any contents included in the purchase price which you have agreed. If so, please arrange for the Auctioneer to let me have a list or inventory of the same so that I may include same in the Contract.
- 9 **Searches:** On completing the transaction, I will be required by your Lending Institution to carry out Searches against you in the Judgements Office, Bankruptcy Office and Sheriffs Office. Lending Institutions will not issue loan funds until any such debts appearing in these offices are paid. In order to avoid any embarrassment at the completion of the transaction, you might advise me at this stage if your name is likely to appear on any of these Searches.
- 10 **Closing:** Please be aware that when you sign the Contract to purchase this property, you will also agree to a completion date for the transaction. Thereafter, the Contract is signed by the Vendor and returned to us. At this point the Contract is unconditional and the closing date agreed.

Thereafter, it is incumbent upon you to complete the transaction at the agreed closing date and to discharge the balance of the purchase price on that day. In the event that there is any delay on your part in completing the transaction on the agreed closing date, you will be liable to pay interest on the balance of the purchase money remaining due at the interest rate pervaded for in the Contract.

In the event of an ongoing delay, it is open to the Vendor to serve a Completion Notice whereupon you are formally given a 28 day period within which you must complete the transaction. If you do not complete within this period, your deposit is thereafter forfeit and it is open to the Vendor to re-sell the property on the open market. In the event of the Vendor suffering a loss on such re-sale, the Vendor may pursue you for same in the Courts.

<b>MEMORANDUM RE PURCHASE OF AN APARTMENT/DUPLEX</b>
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**Client:**[CNT:Name][SYS:iif((LCN:CINameCon)="", "", ' and ')] [LCN:CINameCon#01]

**Premises:** Purchase of [CSM:CsPremises]

1. **Contract.** The Contract which you will sign is Contract to purchase an existing property. As such, the principle of “caveat emptor” i.e. “let the buyer beware” applies. Once you sign a Contract to purchase the property, you buy it in its current state of repair and condition complete with any problems it may have. In other words, you buy the property irrespective of its state of repair and condition and take responsibility for any defects in same. For this reason it is vitally important that you have a full survey of the property carried out by your Architect, Engineer or Surveyor. Your Architect/Engineer/Surveyor should give attention to the property itself, its structure, its state of repair and condition and all services. I recommend that you obtain a written report from your Architect/Engineer/Surveyor. The purpose of the survey and report is to identify the current state of repair of the property and to highlight any areas where expensive remedial works will be required in the future.

You should ensure that any Architect/Engineer/Surveyor engaged by you has full professional indemnity insurance in the event that he/she misses something.

It is also important that your Architect/Engineer/Surveyor check the map of the property attached to the title deeds. I will furnish this map to you when available for the purpose.

2. **Deposit:** Please be aware that on signing Contracts you will be required to pay a deposit equivalent to 10% of the purchase price. From this sum you may deduct the amount of any Booking Deposit you have already paid to the Auctioneer. Accordingly, on signing Contracts it is important that you are in a position to let me have a cheque/bank draft made payable to the Solicitors for the seller in the amount of this deposit.

In the event that you are not in a position to pay this deposit please advise me immediately as it will be necessary for you to apply to your bank/lending institution for a bridging loan to raise the funds.

3. **Title to the Property**

Apartments/duplexes are generally owned by way of long lease, for a term of several hundred years. This is in contrast to freehold ownership which is the manner in which most house properties are held. The reason for the leasehold ownership is that it enables various conditions to be included in the ownership of each apartment/duplex designed to assist with the management of an apartment/duplex block. For example apartment/duplex leases generally include conditions requiring the owner of each apartment/duplex to be a member of the management company for the development and to make an annual payment of service charge representing a proportion of the cost of managing the entire development. The conditions included in the lease also include matters necessary to ensure that the overall development is well managed such as conditions:

- Prohibiting any alteration to the exterior of the premises.
- Requiring each apartment/duplex owner to use floor coverings which comply with building regulations regarding the transmission of sound.
- Condition requiring compliance with any house rules or reasonable regulations made by the management company.

- Prohibiting the erection of any aerial, satellite, dishes or alarm boxes on the outside of the building.

#### 4. **Management Company Structure**

As indicated above, each apartment/duplex within a block is sold to its owner by way of long lease. All the apartments/duplexes having been sold, what remains in the ownership of the developer are the common parts of the block and the common areas. These include the structural parts of the block including the roof, foundations and structural walls together with all of the internal and external common areas e.g. corridors, pathways and outdoor common areas e.g. parking units etc. To complete the management structure, the developer should transfer ownership of all of these areas to the management company.

The management company of an apartment/duplex block is not a trading company. Rather it is a company limited by guarantee by which the only members should be the apartment/duplex owners. This means that the apartment/duplex owners have the ability to control the management company and to determine its rules and policy. The management company is responsible for the management, repair and maintenance of all the common parts of the development to include the structural areas, internal common areas and outdoor common areas. The cost of managing these areas is recovered from all of the members of the management company (apartment/duplex owners) by means of an annual service charge or management fee. The amount of the management fee is divided between all of the apartments/duplexes based on the size or square footage of the apartment/duplex. It is important that you find out how much the management fee/service charge is and whether it is likely to increase in the future.

In purchasing a second hand apartment/duplex, it is important to ascertain if the management company structure is in order and if the management company is functioning properly. To do this, we will document in relation to the management company to include its accounts and company documents. These can then be analysed to see if the management company is collecting all of the service charge necessary for the proper management of the block. Ideally a management company should also create a reserve fund or sinking fund i.e. a fund of monies designed to meet any unexpected or substantial costs in the future e.g. structural repairs, repainting of buildings, re-tarmacing of car park areas.

An analysis of the company documentation will give some indication as to how well the management company is operating. Your own assessment of the state of repair and maintenance of the overall development will also paint a picture in this regard.

#### 5. **Insurance**

One of the functions of the management company is to insure the apartment block. This is done by effecting a block policy insurance. The cost of this insurance is included in the management fee/service charge which you pay every year. Whilst this covers the structure, it is important that you effect your own contents insurance and public liability insurance as this is not related to the management company.

- 3 **Loan Offer:** As I have already indicated, once you sign a Contract to purchase this property, you commit yourself unconditionally to complete the purchase and pay the purchase price. Accordingly, prior to entering into such a Contract, you should ensure that you have a satisfactory letter of loan offer from your lending institution. You should also ensure that you are in a position to comply with all conditions, pre-conditions and requirements of any loan

offer as your lender will only issue funds once all of such conditions have been met. Obviously, in the event that there is any delay in complying with such conditions, this will impact on the release of funds thereby delaying the transaction.

- 4 Mortgage Protection Insurance/Life Assurance:** Prior to releasing funds your Lending Institution will require you to have in place a satisfactory policy of Life Assurance/Mortgage Protection Insurance for the amount on the term of the loan. The Lending Institution will not release funds until such time as they are satisfied on this matter. Accordingly, before you commit yourself to a legally binding Contract to purchase you should ensure that you are in a position to obtain Life Assurance/Mortgage Protection cover to the satisfaction of your lending institution on suitable terms. Please also be aware that the amount of time involved in processing applications for Life Cover/Mortgage Protection Cover has increased substantially in recent times. Life Assurance companies may require that questionnaires be completed by your General Practitioners (called Private Medical Assessment Forms) or they may elect to have you undergo a medical examination. Given these factors, I recommend that you do not commit to a purchase until such time as you have satisfied yourself that you are in a position to obtain Mortgage Protection Cover.

- 11 Planning:** Prior to proceeding with the purchase, I recommend that you attend at the Planning Office of the relevant Local Authority and check the Planning file for the house and the development plan for its area. In particular, you should check:-

- a. If there are any proposals/plans for the neighbourhood/vicinity of the property which would impact on the value of the property or of your use and enjoyment thereof.
- b. You should ascertain if there are any proposals for road widening or other public development which would adversely affect the property.
- c. In checking the Planning Register relating to the property itself you should look to see if there are any relevant Planning Applications, Enforcement Notices or breaches of Planning Law which have come to the attention of the Local Authority.

- 12 Services:** I recommend that at this stage, you clarify how the property is serviced as to the normal utilities i.e. water supply, sewerage, ESB. Most urban properties have mains water supply and sewerage and you should confirm to me that this is the case. If, however, the property is situate in a rural area or is a one off property, you may need to ascertain the nature of these services i.e. is the water supply a mains supply, from a group scheme or by well? Is sewerage disposal by mains sewerage, septic tank? If the property is served by a well or septic tank you should ensure that such well and septic tank and any percolation area relevant thereto are situate in the boundaries of the property in sale.

At this stage you should also re-examine the property to see if services such as cable tv, refuse disposal, gas or telephone are supplied.

- 13 Contents:** Please advise me if there are any contents included in the purchase price which you have agreed. If so, please arrange for the Auctioneer to let me have a list or inventory of the same so that I may include same in the Contract.
- 14 Searches:** On completing the transaction, I will be required by your Lending Institution to carry out Searches against you in the Judgements Office, Bankruptcy Office and Sheriffs Office. Lending Institutions will not issue loan funds until any such debts appearing in these

offices are paid. In order to avoid any embarrassment at the completion of the transaction, you might advise me at this stage if your name is likely to appear on any of these Searches.

- 15 **Closing:** Please be aware that when you sign the Contract to purchase this property, you will also agree to a completion date for the transaction. Thereafter, the Contract is signed by the Vendor and returned to us. At this point the Contract is unconditional and the closing date agreed.

Thereafter, it is incumbent upon you to complete the transaction at the agreed closing date and to discharge the balance of the purchase price on that day. In the event that there is any delay on your part in completing the transaction on the agreed closing date, you will be liable to pay interest on the balance of the purchase money remaining due at the interest rate pervaded for in the Contract.

In the event of an ongoing delay, it is open to the Vendor to serve a Completion Notice whereupon you are formally given a 28 day period within which you must complete the transaction. If you do not complete within this period, your deposit is thereafter forfeit and it is open to the Vendor to re-sell the property on the open market. In the event of the Vendor suffering a loss on such re-sale, the Vendor may pursue you for same in the Courts.



<b>MEMORANDUM RE PURCHASE OF SECOND HAND PROPERTY</b>
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**Client:**[CNT:Name][SYS:iif((LCN:CINameCon)=", ", ' and ')] [LCN:CINameCon#01]

**Premises:** Purchase of [CSM:CsPremises]

1. **Contract.** The Contract which you will sign is Contract to purchase an existing property. As such, the principle of “caveat emptor” i.e. “let the buyer beware” applies. Once you sign a Contract to purchase the property, you buy it in its current state of repair and condition complete with any problems it may have. In other words, you buy the property irrespective of its state of repair and condition and take responsibility for any defects in same. For this reason it is vitally important that you have a full survey of the property carried out by your Architect, Engineer or Surveyor. Your Architect/Engineer/Surveyor should give attention to the property itself, its structure, its state of repair and condition and all services. I recommend that you obtain a written report from your Architect/Engineer/Surveyor. The purpose of the survey and report is to identify the current state of repair of the property and to highlight any areas where expensive remedial works will be required in the future.

You should ensure that any Architect/Engineer/Surveyor engaged by you has full professional indemnity insurance in the event that he/she misses something.

It is also important that your Architect/Engineer/Surveyor check the map of the property attached to the title deeds. I will furnish this map to you when available for the purpose.

2. **Deposit:** Please be aware that on signing Contracts you will be required to pay a deposit equivalent to 10% of the purchase price. From this sum you may deduct the amount of any Booking Deposit you have already paid to the Auctioneer. Accordingly, on signing Contracts it is important that you are in a position to let me have a cheque/bank draft made payable to the Solicitors for the seller in the amount of this deposit.

In the event that you are not in a position to pay this deposit please advise me immediately as it will be necessary for you to apply to your bank/lending institution for a bridging loan to raise the funds.

3. **Loan Offer:** As I have already indicated, once you sign a Contract to purchase this property, you commit yourself unconditionally to complete the purchase and pay the purchase price. Accordingly, prior to entering into such a Contract, you should ensure that you have a satisfactory letter of loan offer from your lending institution. You should also ensure that you are in a position to comply with all conditions, pre-conditions and requirements of any loan offer as your lender will only issue funds once all of such conditions have been met. Obviously, in the event that there is any delay in complying with such conditions, this will impact on the release of funds thereby delaying the transaction.

4. **Mortgage Protection Insurance/Life Assurance:** Prior to releasing funds your Lending Institution will require you to have in place a satisfactory policy of Life Assurance/Mortgage Protection Insurance for the amount on the term of the loan. The Lending Institution will not release funds until such time as they are satisfied on this matter. Accordingly, before you commit yourself to a legally binding Contract to purchase you should ensure that you are in a position to obtain Life Assurance/Mortgage Protection cover to the satisfaction of your lending institution on suitable terms. Please also be aware that the amount of time involved in processing applications for Life Cover/Mortgage Protection Cover has increased substantially in recent times. Life Assurance companies may require that questionnaires be

completed by your General Practitioners (called Private Medical Assessment Forms) or they may elect to have you undergo a medical examination. Given these factors, I recommend that you do not commit to a purchase until such time as you have satisfied yourself that you are in a position to obtain Mortgage Protection Cover.

- 16 **Buildings Insurance:** Prior to committing to a Contract for the purchase of the property, you should also ensure that the property you wish to purchase is insurable on reasonable terms. Your lending institution will require that you have Buildings Insurance/Fire Insurance in place prior to releasing funds. Again, if there is any delay in affecting appropriate Insurance this will result in a delay in the release of funds.
- 17 **Planning:** Prior to proceeding with the purchase, I recommend that you attend at the Planning Office of the relevant Local Authority and check the Planning file for the house and the development plan for its area. In particular, you should check:-
- a. If there are any proposals/plans for the neighbourhood/vicinity of the property which would impact on the value of the property or of your use and enjoyment thereof.
  - b. You should ascertain if there are any proposals for road widening or other public development which would adversely affect the property.
  - c. In checking the Planning Register relating to the property itself you should look to see if there are any relevant Planning Applications, Enforcement Notices or breaches of Planning Law which have come to the attention of the Local Authority.
- 18 **Services:** I recommend that at this stage, you clarify how the property is serviced as to the normal utilities i.e. water supply, sewerage, ESB. Most urban properties have mains water supply and sewerage and you should confirm to me that this is the case. If, however, the property is situate in a rural area or is a one off property, you may need to ascertain the nature of these services i.e. is the water supply a mains supply, from a group scheme or by well? Is sewerage disposal by mains sewerage, septic tank? If the property is served by a well or septic tank you should ensure that such well and septic tank and any percolation area relevant thereto are situate in the boundaries of the property in sale.
- At this stage you should also re-examine the property to see if services such as cable tv, refuse disposal, gas or telephone are supplied.
- 19 **Contents:** Please advise me if there are any contents included in the purchase price which you have agreed. If so, please arrange for the Auctioneer to let me have a list or inventory of the same so that I may include same in the Contract.
- 20 **Searches:** On completing the transaction, I will be required by your Lending Institution to carry out Searches against you in the Judgements Office, Bankruptcy Office and Sheriffs Office. Lending Institutions will not issue loan funds until any such debts appearing in these offices are paid. In order to avoid any embarrassment at the completion of the transaction, you might advise me at this stage if your name is likely to appear on any of these Searches.
- 21 **Closing:** Please be aware that when you sign the Contract to purchase this property, you will also agree to a completion date for the transaction. Thereafter, the Contract is signed by the Vendor and returned to us. At this point the Contract is unconditional and the closing date agreed.

Thereafter, it is incumbent upon you to complete the transaction at the agreed closing date and to discharge the balance of the purchase price on that day. In the event that there is any delay on your part in completing the transaction on the agreed closing date, you will be liable to pay interest on the balance of the purchase money remaining due at the interest rate provided for in the Contract.

In the event of an ongoing delay, it is open to the Vendor to serve a Completion Notice whereupon you are formally given a 28 day period within which you must complete the transaction. If you do not complete within this period, your deposit is thereafter forfeit and it is open to the Vendor to re-sell the property on the open market. In the event of the Vendor suffering a loss on such re-sale, the Vendor may pursue you for same in the Courts.

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[CAN:SolRef.Solicitors#01]

[DATE:Today]

[CAN:Name.Solicitors#01]

Solicitors

[CAN:Address.Solicitors#01]

## **SUBJECT TO CONTRACT/CONTRACT DENIED**

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**Re: Our Clients — [CNT:Name][SYS:iif((LCN:CNameCon)=", ",  
' and ')] [LCN:CNameCon#01]**

**Your Clients — [CAN:Name.Vendors#@&]**

**Premises — [CSM:CsPremises]**

---

Dear Sirs,

We confirm we act for the proposed Purchaser who has agreed subject to contract, subject to loan approval and subject to Surveyor's Report, to the purchase of the above property from your client for the price of sum of €[UDF:PurchasePrice]

We look forward to receiving your draft contracts and copy Title documents to vouch. Presently, we would be grateful if you would furnish us with replies to the following enquiries. We note that all of these queries are dealt with in the current edition of the Law Society Requisitions on Title. However, there is also a Law Society recommendation that they be raised prior to the execution of contracts and accordingly we would be grateful if you would furnish us with the appropriate replies:

1. Please advise which of the walls and fences belong to the property in sale and which are party walls and fences. Please advise if there are any agreements in existence in relation to same.
2. If applicable, please advise if the property is registered under the National House Building Guarantee Scheme. If so, please furnish us with Form HG6 and other relevant forms.
3. **\*(Only applicable if situate outside Dublin)**  
Please advise as to the following matters:
  - (a) How the property is serviced as to drainage, water supply and otherwise.
  - (b) If the property is serviced by a septic tank please confirm and certify that the tank and percolation area is situate entirely within the boundaries of the property in sale.
  - (c) Please state whether the water supply to the property is from the local authority mains or from a well. If the water supply is from a well, please advise if the said well is contained within

the boundaries of the property in sale.

OR/

3. Please advise if there have been any extensions, conversions, alterations or other developments in relation to the property since its construction. If so, please furnish us now with all planning permissions, building bye-law approvals and certificates of compliance in relation to each such development.
4. Please confirm that the roads abutting the property are in charge.
5. Please advise if there are any rights of way, easements, privileges or other liabilities affecting the property in sale.
6. Please advise and furnish an inventory of any contents, fixtures or fittings included in the sale.
7. Please advise if the property, or any part, thereof, is let, subject to a lease of licence.
8. Please advise if the property is a family home within the meaning of the Family Home Protection Act, 1976 or is affected by the Family Law Act, 1981, the Judicial Separation and Family Law Reform Act, 1989 and the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010.
9. Please furnish all planning permissions, building bye-law approvals and certificate of compliance in relation to the construction of the property.
10. We reserve the right on receipt of the draft contract for sale and copy title documents to vouch to raise further pre-contract enquiries in relation thereto.
11. Please let us have a BER Certificate and Advisory report for the property.

We look forward to hearing from you. Kindly note, however, that neither this letter nor any ensuing correspondence shall be deemed to be a contract until such time as contracts in duplicate have been signed by all parties, exchanged and full deposit paid.

Yours faithfully,

---

[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

**Private & Confidential**

[CNT:Name]

[CNT:Address]

Re: [MAT:Description]

---

Dear [CNT:Salut],

I refer to the above matter and to my previous correspondence.

I look forward to receipt of signed contract for services together with various items requested in my last letter.

If you have any queries in relation to this matter please don't hesitate to contact me.

Yours faithfully,

---

[MAT:FeName]

[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[CAN:SolRef.Solicitors#01]

[DATE:Today]

[CAN:Name.Solicitors#01]

Solicitors

[CAN:Address.Solicitors#01]

**SUBJECT TO CONTRACT/CONTRACT DENIED**

---

**Re: Our Clients — [CNT:Name][SYS:iif((LCN:CNameCon)=", ",  
' and ')] [LCN:CNameCon#01]**

**Your Clients — [CAN:Name.Vendors#@&]**

**Premises — [CSM:CsPremises]**

---

Dear Sirs,

We refer to the above matter and to our previous correspondence of the .

We await hearing from you in response to this matter in return.

We look forward to hearing from you. Kindly note, however, that neither this letter nor any ensuing correspondence shall be deemed to be a contract until such time as contracts in duplicate have been signed by all parties, exchanged and full deposit paid.

Yours faithfully,

---

**[SYS:CON:Name]**

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[CAN:SolRef.Solicitors#01]

[DATE:Today]

[CAN:Name.Solicitors#01]

[CAN:Address.Solicitors#01]

**SUBJECT TO CONTRACT/CONTRACT DENIED**

**Re: Our Client:** [CNT:Name][SYS:iif((LCN:CINameCon)="", "",  
' and ')[LCN:CINameCon#01]

**Your Clients:** [CAN:Name.Vendors#01]

**Premises:** [CSM:CsPremises]

---

Dear Sirs,

Thank you for your letter of                      enclosing Contracts for Sale together with copy title in relation to the above.

We have now written to our client appraising him of the situation and seeking his further instructions.

Arising from an initial perusal of the documentation furnished we would raise the following by of pre-Contract enquiry.

**Contract**

1

2

**Title**

1

**Planning**

1

2



## **General**

- 1 Please advise how this property is serviced as to water supply, sewerage disposal etc. i.e. is it by mains, well, septic tank etc.
- 2 Please confirm and certify that the property is not subject to any rights of way, easements or wayleaves, rights or other privileges of any description.
- 3 Please advise if the property is let or is subject to a Lease or Licence.
- 4 Please advise if the property is a family home or is affected by the provisions of the Family Law Acts/Legislation.
- 5 Please advise if there are any disputes with any adjoining property owners or if there are any agreements in existence in relation to walls and fences.
- 6 Please advise if any notices have been served by any Local Authority, Government Body or Statutory Agency in relation to the property.

We await hearing from you in response to the above at your early convenience to enable us to take our clients further instructions.

Please note however that we have no authority to bind our clients in this matter and that no Contract is deemed to exist until such time as Contracts for Sale have been executed by all parties, exchanged and a full deposit paid and receipted.

Yours faithfully,

---

[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

**Private & Confidential**

[CNT:Name]

[CNT:Address]

**Re: Proposed purchase of house at [CSM:CsPremises]**

Dear [CNT:Salut],

I refer to the above.

I write to advise that I have now received Contracts for Sale together with copy title in respect of the above property from the Solicitors representing the Developer.

In their correspondence, the Developers Solicitors indicate that if you are proceeding, they insist on the return of signed Contracts and deposit not later than

I enclose herewith a copy of the Contract for Sale and Building Agreement which I have received. Having considered the documentation and the copy title deeds furnished to me, I would now draw your attention to the following important matters:-

- 1 The Purchase Price of this property is €[UDF:PurchasePrice]. As usual, the Solicitors for the Developer are seeking a 10% deposit to be paid on signing Contracts i.e. a sum of €[UDF:PurchaseDeposit]. In the event that you have already paid a Booking Deposit to the Auctioneer, you may deduct this sum from the 10% deposit figure above.

In any event, on signing Contracts you will require a cheque/Bank Draft payable to the Solicitor for the Developer in respect of balance deposit.

- 2 The property that you are purchasing comprises a new property in the course of construction. As usual, it is sold by way of Contract for Sale of site and Building Agreement for the construction thereof. You should be aware that the Building Agreement is an Agreement to Build a property in accordance with Plans and Specifications furnished. It is therefore vitally important that you obtain all relevant Plans and Specifications for the property as it is these Plans and Specifications which will determine the design, finish and construction of the house. In the event that you have any queries or concerns in relation to the Plans and Specifications, I recommend that you engage the services of a reputable Architect or Engineer to advise you in this regard.

While you may well have seen a showhouse, model, drawing or representation of the property provided by the Estate Agent or representative in brochures, please be aware that any such representations, models or showhouses have no legal affect. The Contracts which you will sign do not contain any reference to brochures, models or showhouses. It is the Plans and Specifications alone that will determine the design, construction and finish of the property. Such Plans and Specifications will prevail over and above any showhouse, model or brochure.

- 3 You should also satisfy yourself in relation to what is and what is not included in the purchase price you are paying. You should check carefully all available specifications to ascertain the fit out of the house. For example, are you clear on what is included by way of fitted units, kitchen and bathroom fittings, bedroom fittings, built in wardrobes etc?
- 4 I enclose herewith a copy of the Site Layout Plan for the property which has been furnished to me. You should check this layout plan to ensure that it accurately shows the location of the property you wish to buy. Be aware, however that this location map is furnished for identification purposes only. The Contracts indicate that you cannot derive from the layout plan any precise guarantee as to the extent, dimensions or boundaries of your site. In other words, you cannot take from the Site Map any guarantee as to how big or small the gardens of your site would be.

Accordingly, you should take steps to satisfy yourself as to the size of your site and the location of its boundaries. If the boundaries of the house have already been laid out and walls/fences constructed, then there will be no difficulty in this regard. In those circumstances it should be pretty clear how big/small the site/gardens will be. If on the other hand, the boundaries of this particular site have not yet been laid out then it is important that you make all necessary enquiries with the Builders/their Agents and have them mark out for you the location and the boundaries to your site. Only then can you be satisfied as to how big/small your site will be and accordingly its gardens.

I would recommend that you read the Special Conditions contained in the Contract for Sale and Building Agreement in full. I would draw your attention to the following matters, in particular which are provided for in the Special Conditions:-

- (a) The Contracts herein reserve to the Developer the right to alter the overall development as it sees fit. In other words, the Developer has the right to alter the location, size, layout and type of any dwelling (except for the particular dwelling being sold to you, which is governed by the Plans and Specifications furnished to you). It also means that the Developer has the right to alter the location of any open spaces or amenity areas within the development subject to compliance with Planning Permission. The size of the development may also be increased or decreased.

You should be aware that the Developer may do all of the above even though its actions may interfere with your site or your access to light and air. By virtue of the Contract the Developer is not obliged to consult with you prior to making any of the alterations provided for. Accordingly, if you have picked this particular house because of the fact that it is overlooking/adjoining/near to an open area or green area then it is important that you make further detailed enquiries with the developer to ensure that there will be no further change to the overall development plan which could impact upon you.

If it is the case that you have picked your particular property by virtue of its location relative to an amenity area/green area please advise me of this fact so that I may take further steps to protect your position.

- (b) By virtue of the Contract, the Developer reserves to itself the right to apply for any Planning Permission required to alter any part of the Development other than your particular house. In other words, the Developer reserves the right to alter the layout of the Estate without

consulting you. In signing the Contract you waive your right to object to any Planning application which the Developer may make in the future in relation to the Estate.

- (c) The Special Conditions also contain an acknowledgement by you that the written Agreement entered into between yourself and the Developer represents the entirety of the Agreement in place between you. In other words, once a Contract has been signed, its terms will prevail over and above any representation, warranty, guarantee or assurance given to you by the Developer or the Estate Agent prior to entering into the Contracts. As you will see, you cannot rely on any promises, written, verbal or otherwise or any representations or warranties given to you by the Developer, Builder or Agents. Any representations which have been made to you by the Builder or selling Agent should be reduced to writing and passed on to me so that I may include them in the Contract.
- (d) In the event that you choose to have extras added to your property, these must be paid for by yourselves up front and in advance. The Contract indicates that refunds of such monies will not be made to you under any circumstances. If the transaction were not to proceed for some reason (by agreement between yourself and the Developer) and your initial deposits were to be refunded to you, in such circumstances monies paid for extras will not be refunded. The guiding principal in relation to extras is that once you part with your money you will not see the money again. If any extras remain unpaid for at closing, the Contractor may refuse to complete until such time as you have paid for them. The Contractor may also deduct such costs from any refund that might fall due to you.
- (e) **Picking fixtures and fittings.** In the event that you have the opportunity to pick fixtures and fittings for your property, you will be obliged to do so within a certain specified period of time, generally fourteen days of being notified. If you do not do so within the prescribed time period then the fact that such fixtures and fittings have not been included or completed by the time the house is built will not be a ground by which you can delay completion. In other words it is in your own interest to keep in close touch with the Developer and/or its agents to ensure that whenever such an option arises in your favour in relation to the choice of internal fixtures and fittings that you act upon it within the prescribed time period.
- (f) **No right to assign Contracts:** By virtue of the Contracts conditions you are not entitled to assign the benefit/obligations of the Contract to any other party without the prior written consent of the Contractor/Developer. The Special Conditions provide that in the event the Contractor agrees to consent to a proposed Assignment, the Developer may impose whatever conditions it considers reasonable to protect its interest, for example, it may require that you as original Purchaser continue to be responsible for full payment of the entirety of the purchase price until completion of the transaction by any sub Purchaser/Assignee.
- (g) **Any additional extras/alterations:** The Contract also provides that in the event that you engage the Developer to make any changes to the subject property, it will be your responsibility to ensure that all necessary Planning Permissions are obtained for the same i.e. the Developer will not accept responsibility for Planning matters for any alterations made to the original plans at your request.

Please also be aware that any additions made to the property may affect whether or not the property qualifies for a Floor Area Certificate from the Department of Environment and Local Government.

- (h) **VAT:** The Special Conditions of the Contract provide that it is open to the Developer to alter the purchase price provided for to allow for any changes in the VAT rate affecting the sale of

the site or building works. In other words, any alteration which arises on the rate of VAT, coming into being after the exchange of Contracts, will be passed on to you.

- (i) **House deemed completed even if common areas not finished:** By virtue of the conditions, your house is deemed to be fully complete and finished even if all the common areas and works within the development have not been fully completed. Provided you have reasonable means of access to the site you may be forced to complete the purchase on the basis that the Developer will furnish an Indemnity and an undertaking to finish the construction of the roads and services.
- (j) **ESB connection:** On a practical note, in general, the Developer will arrange for the connection of a mains ESB supply to the site but it will not be the Contractors responsibility to set up/enter into an account with the ESB for the supply of part of the dwelling. It will be up to you to ensure that an account is entered into with the ESB for the supply of electricity to the particular house. In the event that there is any delay with the setting up of a Contract with the ESB, which results in a delay in supplying ESB to the house will not be a ground to delay completion.
- (k) **Standing trees:** The conditions indicate that in the event that there are growing or standing trees on the property, you will buy with full notice of same. Accordingly, it is up to you to inspect the plans for the site and the site itself to ascertain if your site will be any growing or standing trees on it.
- (l) **General/funding:** As you are aware, once you sign the Contract to buy you enter into a binding and unconditional commitment to purchase the property. The Developers will not accept Contracts signed subject to loan approval or subject to the sale of any other property. In other words, once you commit to the Contract there is no going back. Once you sign a Contract to purchase the dwellinghouse you are legally obliged to proceed to complete and pay over the balance of the purchase monies when required to do so. Failure to pay the balance of the purchase monies within 14 days of being required so to do may lead to two very penal and onerous sanctions:-
  - (i) The Developer may charge you interest at a penal rate on the outstanding monies.
  - (ii) The Developer may serve a further notice giving 14 days, on the expiration of which he may rescind the Contract or forfeit your deposit.

For the above reasons it is vitally important that you satisfy yourself that you will have funds available as required. If you are obtaining a loan it is imperative that you have a letter of loan offer from your lending institution setting out the terms and conditions upon which they will lend prior to entering into Contracts.

- (m) **Loan Offer:** Please be aware that loan approvals are subject to a number of conditions as follows:-
  - (a) **Life Insurance/Mortgage Protection Cover:** In order for loan funds to issue it will be necessary for you to put in place Life Assurance/Mortgage Protection Insurance to the satisfaction of your lending agency. You should be aware that the lending agency will not issue your loan cheque to enable you complete the purchase until such time as Life Assurance or Mortgage Protection Cover has been put in place. Please be aware that in order to obtain such Life Assurance/Mortgage Protection Cover it may be necessary for you to fill out

medical questionnaires or have a questionnaire filled out by your General Practitioner. At their option the Life Assurance Company may require you to attend a medical examination.

With the passage of time the delays involved in obtaining Mortgage Protection Insurance and Life Cover have increased dramatically. Please ensure that you allow sufficient time to deal with these matters.

- (b) Your lending institution will also require that you have Buildings Insurance in place on the new property to a level with which they are satisfied. They will require that their interest be noted by the Insurance Company on the Insurance Policy in respect of the property. Until such time as they are satisfied with these matters they will not issue funds.

No doubt having read the within you will have many questions and comments.

Perhaps having considered same you would telephone my office to make an appointment to call and see me.

Best wishes.

Yours sincerely,

---

[MAT:FeName]  
[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

**Private & Confidential**

[CNT:Name]

[CNT:Address]

**Re: [MAT:Description]**

---

Dear [CNT:Salut],

I refer to the above.

I write to advise that I have now received Contracts for Sale together with copy title documents in relation to the above property from who represent the Vendor.

I enclose herewith a copy of the Contract for Sale and I would draw your attention to the following salient details thereof:-

- 1 The purchase price of the property is stated to be €[UDF:PurchasePrice]
- 2 On signing Contracts a **deposit** of €[UDF:PurchaseDeposit] will be required from you. From this, you may deduct the amount of any Booking Deposit you have already paid to the Auctioneer. It will, however, be necessary that you have a cheque/bank draft in the amount of the balance deposit payable to the Vendors Solicitors when we sign Contracts. You will provide this bank draft to me and I will return it to the Vendors Solicitors with the signed Contracts.
- 3 The Contract provides for a closing date of [UDF:ClosingDate].
- 4 The Contract provides for an interest rate of [UDF:ContractInterestRate]%. This is the rate of interest which the Vendors would be entitled to charge on any outstanding purchase money in the event that there was a delay on your part in completing the transaction after an agreed closing date (this only applies after the Contracts have been exchanged).

At this stage I would also recommend that you direct your attention to the following matters:-

**1 Maps/Identity of property**

I enclose herewith a copy of the Map of the property from the title deeds. It is vitally important that you carefully check same and satisfy yourself that it accurately depicts the property you have inspected and wish to buy. In particular, you should satisfy yourself that it accurately shows the location, extent, dimensions, boundaries and layout of the property. I enclose herewith two copies of the map of the property.

I suggest that when your Architect/Engineer/Surveyors attending to carry out a Survey of the

property that you furnish this map to him/her in order that he/she should confirm that matters are in order.

As confirmation that you are satisfied with the map please return one copy of the map duly signed by you where indicated.

## **2 Planning**

I have been furnished with the following planning documents in relation to the property:-

[CNT:Name]

[CNT:Address]

I recommend that you give copies of the documents to your Architect/Engineer/Surveyor and have the same checked by him/her.

## **3 Contents**

I have not been advised as to whether there are any contents included in the transaction and perhaps you might advise me. If there are contents included please let me have an inventory/list of same.

OR

I have been advised that the following list of contents are included in the purchase price:

You might please confirm if this is correct.

## **4 Survey**

As I have already indicated, it is vitally important that you have a full inspection of the property carried out by your Architect, Engineer or Surveyor. Your representative should give attention both to the property itself, its structure, its services and all aspects thereof. You should also ensure that the boundaries to the property are clear, well defined and not in dispute.

I recommend to you that you ensure that any Architects/Engineers/Surveyor you engage has all necessary Professional Indemnity Insurance in the event that you need to take further recourse against him/her in the future.



## 5 Planning – future development

It is imperative in buying a property like this it is vitally important that you attend at the Planning Office and ascertain any future plans for a development of the immediate/general area of the property. I recommend that you attend at the Planning Office of the local authority and check the development plan to see if there are any proposed developments to the area which would have an impact on your property or on its value to you. Such matters would include road widening, new housing estates, travellers halting sites, bail hostels etc.

## 6 Services

At this stage, you should clarify the nature of all services to the property as follows:-

- 1 Does the property abut a public road? You should ensure that any road serving the property is in charge of the local authority i.e. that the relevant City/County Council maintain and repair the same.
- 2 How is the property serviced as to water supply and sewerage disposal. If the property is not served with mains water and sewerage, you should check the following:-
  - (a) Any septic tank and percolator serving the property should be situate entirely within the boundaries of the site you are purchasing. I recommend that you have this checked by your Architect and confirm to me that you are satisfied.
  - (b) Any well and associated services serving the property should also be fully comprised within the boundaries of the site in sale. Again, I recommend that you have your Architect/Engineer check this matter and confirm the position to me.
  - (c) Further, you should ensure that all septic tank systems and wells together with associated services are fully operational and in good order. Your Architect/Engineer should attend to this and satisfy you that all such services are in good working order and will not occasion you undue expense in the future. You should also take steps to ensure that all appropriate Planning Permissions exist for any well/septic tank.

## 7 Loan offer

Prior to entering into a binding unconditional Contract to purchase it is vitally important that you have an appropriate letter of loan offer from your lending institution. Please be aware that all loan offers for the purchase of principal private residences comprise a number of conditions. Two conditions which are found on every loan offer are as follows:-

- (a) **Life Cover/Mortgage Protection Cover.** It will be a requirement of your bank or building society that you have in place an appropriate policy of Life Insurance/Mortgage Protection Insurance to cover the amount of the loan for its duration. You will not be able to draw the funds from your lending institution until such time as this is in place. For this reason it is very important that you make all necessary enquiries at this stage to ascertain that you will have no difficulty in obtaining approval from a Life Assurance Company. Given the delays which are often occasioned in Life Assurance applications I would urge you to put this in hand immediately. Please be aware that in the course of the application the Life Assurance Company may require certain forms to be filled out by your doctor or may elect to send you for a medical.

- (b) **Buildings/Fire Insurance.** It will be a requirement of your lending institution that Buildings Insurance cover be in place on the property prior to drawdown of funds with cover in place for all appropriate risks. The insurance company will also require that their interest be noted on the policy. Before the lending institution will part with funds they will require to have the original Insurance policy together with an original **indemnity letter** from the insurance company. Again, I urge you to put this in hand at the earliest opportunity.
- (c) The lending institution will also insert other conditions in relation to your loan and it is vitally important that you satisfy same before you enter into unconditional Contracts to buy.

## 8 Contract

You will be aware that once you enter into an unconditional Contract to buy you are legally committed to complete the transaction and cannot pull out. In the event that you cannot complete by the closing date you are exposed to interest being charged at the rate provided for in the Contract. In the event that you are unable to complete after the closing date, the Vendors may serve a 28 day completion notice. If you have not completed within this further 28 day period, the Vendors will be entitled to forfeit your deposit and re-sell the property on the open market. Please also be aware that in the event the property is re-sold on the open market at a price less than the price agreed with yourself, the Vendors are entitled to pursue you for the difference. Such difficulties are very unlikely, however, it is important that you be aware of same at the outset.

When you have considered the contents of this letter you will telephone my office to make an appointment to call and see me to discuss the Contracts.

I look forward to hearing from you.

Best wishes.

Yours sincerely,

---

[MAT:FeName]  
[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

**Private & Confidential**

[CNT:Name]

[CNT:Address]

Re: [MAT:Description]

---

Dear [CNT:Salut],

I refer to the above.

I write to advise that I have now received Contracts for Sale together with copy title documents in relation to the above property from [CAN:Name.Solicitors#01] who represent the Vendor.

I enclose herewith a copy of the Contract for Sale and I would draw your attention to the following salient details thereof:-

- 5 The purchase price of the property is stated to be €[UDF:PurchasePrice]
- 6 On signing Contracts a deposit of €[UDF:PurchaseDeposit] will be required from you. From this, you may deduct the amount of any Booking Deposit you have already paid to the Auctioneer. It will, however, be necessary that you have a cheque/bank draft in the amount of the balance deposit payable to the Vendors Solicitors when we sign Contracts. You will provide this bank draft to me and I will return it to the Vendors Solicitors with the signed Contracts.
- 7 The Contract provides for a closing date of [UDF:ClosingDate].
- 8 The Contract provides for an interest rate of 12%. This is the rate of interest which the Vendors would be entitled to charge on any outstanding purchase money in the event that there was a delay on your part in completing the transaction after an agreed closing date (this only applies after the Contracts have been exchanged).

At this stage I would also recommend that you direct your attention to the following matters:-

**1 Maps/Identity of property**

I enclose herewith a copy of the Maps of the property from the title deeds. It is vitally important that you carefully check same and satisfy yourself that they accurately depicts the property you have inspected and wish to buy. In particular, you should satisfy yourself that it accurately shows the location, extent, dimensions, boundaries and layout of the property. I enclose herewith two copies of the map of the property.

I suggest that when your Architect/Engineer/Surveyors attending to carry out a Survey of the property that you furnish this map to him/her in order that he/she should confirm that matters are in

order.

I enclose two copies of the map of the property and as confirmation that you are satisfied with the map please return one copy of the map duly signed by you.

One of the maps furnished shows the location of car parking spaces which the apartment has a right to use. Again you might confirm that same is in order.

## **2. Apartment Lease**

The property is held by a virtue of a lease for a term of several hundred years. Apartments are normally owned in this way as use of a leasehold title enables the inclusion of various conditions that attach to the ownership of each apartment. These conditions are necessary in order to ensure the proper management of the apartment block/development. I enclose with this letter a copy of the apartment lease and I would draw your attention to the covenants on the part of the apartment owner which are set out on the pages I have marked. I would draw your attention to the more important conditions as follows:

- a) You are obliged to be a member of the management company and to discharge a proportion of the overall costs and outlay incurred by the management company in the repair and maintenance of the common areas. At the time of writing I am seeking details of the annual service charge payable in respect of the apartment together with further information in relation to the management company.
- b) Not to make any alterations to the exterior of the apartment without the consent of the management company.
- c) To keep the floors adequately covered with floor coverings that deaden sound and comply with the building regulations.
- d) Not to erect any external T.V. wireless aerials or satellite dishes or alarm boxes.
- e) Not to decorate or alter the external appearance of the property or the balcony or roof garden if there is one.

## **3. Management Company Structure**

As with all apartment developments, when all of the apartments have been sold, the common areas that remain are transferred into the ownership of the management company. It is important to be aware that the common areas include not only the internal and external common areas such as corridors, landscaped areas, car parking areas etc. but also the main structural parts of the apartment block to include the roof, foundation and structural wall. The management company assumes responsibility for the repair, maintenance and upkeep of these areas.

As indicated above, the cost of this repair and maintenance is passed on the apartment owners by means of the annual service charge. In buying a second hand apartment it is very important to ensure that the management company is properly collecting all of the service charge and is covering the cost of running the development. It is also vitally important that the management company have created a sinking fund and is putting aside a proportion of each years income to cover any unexpected large expenditure which may arise. Obviously from time to time substantial repairs may arise to include roof repairs, repainting, re-tarmacing carparking etc. It is important that funds are available to cover the cost of such works as they arise. If not you will find the service charge

rocketing in a particular year.

I am seeking/have obtained copies of the accounts of the management company and will pass same to you when I receive them. It is important that you carefully consider same and will be happy with them.

#### 4. **Car Parking Spaces**

I have included copies of the maps showing the location of the car parking spaces which you are entitled to use. It is important that you confirm that same are accurate. Please be aware that whilst you get the exclusive right to use these spaces you are not entitled to sell or dispose of same independently of the apartment.

#### 5. **Contents**

Please let me know if there are any contents included in the price as I must refer to them in the Contract.

#### 6 **Planning**

I have been furnished with the following planning documents in relation to the property:-

I recommend that you give copies of the documents to your Architect/Engineer/Surveyor and have the same checked by him/her.

#### 7. **Survey**

As I have already indicated, it is vitally important that you have a full inspection of the property carried out by your Architect, Engineer or Surveyor. Your representative should give attention both to the property itself, its structure, its services and all aspects thereof. You should also ensure that the boundaries to the property are clear, well defined and not in dispute.

I recommend to you that you ensure that any Architects/Engineers/Surveyor you engage has all necessary Professional Indemnity Insurance in the event that you need to take further recourse against him/her in the future.

#### 8. **Planning – future development**

It is imperative in buying a property like this it is vitally important that you attend at the Planning Office and ascertain any future plans for a development of the immediate/general area of the property. I recommend that you attend at the Planning Office of the local authority and check the development plan to see if there are any proposed developments to the area which would have an impact on your property or on its value to you. Such matters would include road widening, new housing estates, travellers halting sites, bail hostels etc.

#### 9. **Services**

At this stage, you should clarify the nature of all services to the property as follows:-

- 3 Does the property abut a public road? You should ensure that any road serving the property is in charge of the local authority i.e. that the relevant City/County Council maintain and repair the same.
- 4 How is the property serviced as to water supply and sewerage disposal. If the property is not served with mains water and sewerage, you should check the following:-
  - (a) Any septic tank and percolator serving the property should be situate entirely within the boundaries of the site you are purchasing. I recommend that you have this checked by your Architect and confirm to me that you are satisfied.
  - (b) Any well and associated services serving the property should also be fully comprised within the boundaries of the site in sale. Again, I recommend that you have your Architect/Engineer check this matter and confirm the position to me.
  - (c) Further, you should ensure that all septic tank systems and wells together with associated services are fully operational and in good order. Your Architect/Engineer should attend to this and satisfy you that all such services are in good working order and will not occasion you undue expense in the future. You should also take steps to ensure that all appropriate Planning Permissions exist for any well/septic tank.

#### 10. **Loan offer**

Prior to entering into a binding unconditional Contract to purchase it is vitally important that you have an appropriate letter of loan offer from your lending institution. Please be aware that all loan offers for the purchase of principal private residences comprise a number of conditions. Two conditions which are found on every loan offer are as follows:-

- (d) **Life Cover/Mortgage Protection Cover.** It will be a requirement of your bank or building society that you have in place an appropriate policy of Life Insurance/Mortgage Protection Insurance to cover the amount of the loan for its duration. You will not be able to draw the funds from your lending institution until such time as this is in place. For this reason it is very important that you make all necessary enquiries at this stage to ascertain that you will have no difficulty in obtaining approval from a Life Assurance Company. Given the delays which are often occasioned in Life Assurance applications I would urge you to put this in hand immediately. Please be aware that in the course of the application the Life Assurance Company may require certain forms to be filled out by your doctor or may elect to send you for a medical.
- (e) **Buildings/Fire Insurance.** It will be a requirement of your lending institution that Buildings Insurance cover be in place on the property prior to drawdown of funds with cover in place for all appropriate risks. The insurance company will also require that their interest be noted on the policy. Before the lending institution will part with funds they will require to have the original Insurance policy together with an original **indemnity letter** from the insurance company. Again, I urge you to put this in hand at the earliest opportunity.
- (f) The lending institution will also insert other conditions in relation to your loan and it is vitally important that you satisfy same before you enter into unconditional Contracts to buy.

#### 11. **Contract**

You will be aware that once you enter into an unconditional Contract to buy you are legally

committed to complete the transaction and cannot pull out. In the event that you cannot complete by the closing date you are exposed to interest being charged at the rate provided for in the Contract. In the event that you are unable to complete after the closing date, the Vendors may serve a 28 day completion notice. If you have not completed within this further 28 day period, the Vendors will be entitled to forfeit your deposit and re-sell the property on the open market. Please also be aware that in the event the property is re-sold on the open market at a price less than the price agreed with yourself, the Vendors are entitled to pursue you for the difference. Such difficulties are very unlikely, however, it is important that you be aware of same at the outset.

When you have considered the contents of this letter you will telephone my office to make an appointment to call and see me to discuss the Contracts.

I look forward to hearing from you.

Best wishes.

Yours sincerely,

---

[MAT:FeName]  
[SYS:CON:Name]  
Encls.

[DATE:Today]

**Private & Confidential**

[CNT:Name]

[CNT:Address]

**Re: Proposed Purchase of Site at [CSM:CsPremises]**

Dear [CNT:Salut],

I refer to the above.

I write to advise that I have now received Contract for Sale together with copy title in relation to the above property from, Solicitors representing the Vendor herein,

I enclose with this letter the following:-

- 1 Copy of the Contract for Sale which has been furnished to me.
- 2 Copy of the Map furnished with the Contract for Sale.
- 3 Copy Planning Permission Register Reference , dated which has been furnished to me.

Prior to proceeding further with this transaction, I recommend that you give your attention to the following important matters:-

- 1 I enclose herewith a copy of the Map showing the site in sale. It is very important that you have this Map checked by your Architect/Engineer/Surveyor to ensure that it satisfactorily shows the site in sale and is accurate as to its location, extent, dimensions and boundaries. You will see that the Vendors Engineer has certified the area of the site to be 0.340 hectares. Again, you should have this verified by your own Architect, Engineer or Surveyor.

Please be aware that this map is vitally important. It is this map which will be used in registering your ownership of the site. For this reason it is vital that it accurately show the property you are purchasing.

- 2 I understand that you are purchasing this site with a view to constructing a dwellinghouse thereon. In this context, it is vitally important that you satisfy yourself that all necessary services are in place. In particular, you should check the following:-
  - (a) Please ensure that there is direct access to the site in sale from a public road i.e. without having to cross the property of any other party (for which you would require an Easement or Right of Way). I note from the Land Registry Map furnished that the Map does appear to abut a roadway. You might confirm to me that this is a public roadway and in charge of the Local Authority.



- (b) Please ensure that a satisfactory water supply is available to the site. In the event that a water supply is available, you should make all necessary enquiries to ascertain whether it is a public water supply (i.e. provided by the Local Authority), a group scheme (provided by a Local Community Group/Organisation) or whether it will be necessary for you to dig a well. As you will appreciate, it is equally important to ensure that the water from any such apply is potable. In the event that it is necessary for you to dig a well, please ensure that the ground conditions are satisfactory for same. Please also be aware that the creation of a well will generally require specific Planning Permission.
- (c) As you will appreciate, you will also have to make appropriate arrangements for sewerage/effluent disposal. The Planning Permission for any dwelling will provide specific requirements in relation to sewerage disposal and effluent disposal by way of modern bio cycle/septic tank system. Please have your Architect ensure that the site is suitable for the provision of the system required. Modern Building Regulations lay down detailed requirements as to what is required in this regard.
- (d) Please ensure that it will be possible to obtain an ESB supply without undue expense. Again, this is an enquiry to which you should direct your attention before proceeding further.

- 3 **Boundaries.** As indicated, you should check to ensure that the Map furnished accurately shows the boundary to the property. Your Architect should also check the physical boundaries of the property in order to make sure that same are clearly defined and mature.

Please further note the terms of Special Condition 5 of the Contract which provides that “within one month of completion, the Purchaser shall erect a boundary fence consisting of wooden treated posts, fifteen feet apart with wire mesh and two strands of barbed wire, said fence to be of similar quality and design as the existing fence on the adjoining site”. Once you sign the Contract, you take on this obligation and I would urge you to ensure that you are satisfied with its terms.

- 4 **Suitability of land for building.** Given that you are purchasing the site with a view to carrying out the development of a dwellinghouse thereon, it is vitally important that you and your Engineer/Architect take all necessary steps to ensure that the land is suitable for building. Please investigate the matter with your Architect/Engineer and confirm to me that you are satisfied with same.
- 5 **Planning Office/future development/development plan.** As with the purchase of any property, I recommend to you that you check with the Planning Office of the relevant Local Authority and have a Search made on the development plan for all future and proposed developments in the vicinity of your property. In checking this, you are checking for any future development which might have an impact on the value of your property or on its value to you. The matters which clients are often concerned about include such things as travellers halting sites, bail hostels, prisons, schools etc.
- 6 **Planning Office - Planning Register.** It is also important that you check the Planning Register of the relevant Local Authority for all matters which have affected this site up to date. In so doing you are ensuring that no notices or other notifications have been served by the Planning Office which would affect this property i.e. liability to a compulsory Purchase Order, Special Amenity Order or anything else likely to affect your development.

- 7 **Planning Permission.** It appears to me that this site is being sold with the benefit of an existing Planning Permission. I have been furnished with a copy of this Planning Permission and I have asked the Vendors Solicitors to confirm that it is being sold with the benefit thereof. I enclose a copy of this Planning Permission with your letter and I strongly urge you to have your Architect check same at this stage. You should obtain a copy of all Maps, Plans, Drawings and Specifications which were lodged with the Planning Authority to procure the issue of this Permission and have same investigated in detail by your Architect or Engineer. In particular, you should check the following matters:-
- (a) You should ensure that this Planning Permission specifically relates to the site you are buying and does not require any additional property for the development to be carried out.
  - (b) You should have your Architect/Engineer check and investigate the plans, drawings and specifications to ensure that there is nothing unusual about the Planning Permission or unsatisfactory to you.
  - (c) Given that I have enclosed a copy of the Planning Permission, you will note that there are 22 conditions attaching thereto. You should have your Architect/Engineer advise you in relation to all of these conditions and the implications thereof.

In short, prior to making an unconditional commitment to purchase this property you should have a full investigation of the implications and likely costs of carrying out the proposed development made with a view to satisfying yourself.

- 8 **Funding.** As you will appreciate, once you enter into an unconditional Contract to purchase, you commit yourself fully and unconditionally to the transaction. Having returned a Contract to purchase and paid a deposit there is no going back. In the event that for any reason you are unable to complete the transaction on the completion date, you leave yourself open to the Vendor charging you interest. If you are unable to complete the transaction within a further 28 day period from the completion date, you leave yourself open to losing your deposit and being sued by the Vendor for a specific performance. If this should occur, the Vendor is at liberty to re-sell the property on the open market to look to you to recover any loss that arises (i.e. if you cannot make the same price as agreed with you).

It should be clear from the above, the vital importance of having all your funding arrangements in place before proceeding. This means that if you are borrowing from a Lending Institution you should have a letter of offer from the Lender so that can satisfy yourself that any terms and condition thereof are within your power to comply with. If you are relying on the sale of your own property, then it is vitally important that prior to making an unconditional commitment to buy this property, you are in receipt of unconditional signed Contracts in relation to the sale of your own property. If you are in any doubt on this subject, please contact me.

Perhaps when you have considered the within you will revert to me to make an appointment to call and discuss matters.

Kind regards.

Yours sincerely,

---

[MAT:FeName]  
[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

**Private and Confidential**

[CNT:Name]

[CNT:Address]

**Re: Purchase of Property — [CSM:CsPremises]**

---

Dear [CNT:Salut],

We refer to previous communications in connection with the purchase of your property.

We confirm we have raised pre contract enquiries with the solicitors for the vendors. We enclose a copy of the enquiries raised for your attention. We will let you know once when we receive a response.

Kind regards.

Yours sincerely,

---

[MAT:FeName]

[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

DLS,  
Dublin Legal Services,  
Law Searches and Law Agents,  
Unit 2,  
KCR Estate,  
Kimmage,  
Dublin 12.

Email: [dlslegal@eircom.net](mailto:dlslegal@eircom.net)

**Re: Our Client: [CNT:Name][SYS:iif((LCN:CNameCon)=", ",  
' and ')] [LCN:CNameCon#01]  
Purchase of Property: [CSM:CsPremises]**

---

Dear Sirs,

We are instructed by our above client in relation to the purchase of the above property.

Prior to entering into an unconditional Contract, our client requires a Planning Search against the property to show all matters affecting the property including planning applications, decisions, Grants of Planning Permission, any enforcement notices and any entries on the development plan to include road widening.

We should be obliged if you could make the appropriate search and revert to us with the results as soon as ever possible.

For your reference we enclose herewith a map of the property.

Yours faithfully,

---

[MAT:FeName]  
[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[CAN:SolRef.Solicitors#01]

[DATE:Today]

[CAN:Name.Solicitors#01]

Solicitors

[CAN:Address.Solicitors#01]

**SUBJECT TO CONTRACT/CONTRACT DENIED**

**Re: Our Client:** [CNT:Name][SYS:iif((LCN:CINameCon)="", "",  
' and ')[LCN:CINameCon#01]

**Your Clients:** [CAN:Name.Vendors#@&]

**Premises:** [CSM:CsPremises]

---

Dear Sirs,

We refer to the above matter and to our previous correspondence of .

We await hearing from you in response to our pre-contract enquiries.

Please note however that we have no authority to bind our clients in this matter and that no Contract is deemed to exist until such time as Contracts for Sale have been executed by all parties, exchanged and a full deposit paid and receipted.

Yours faithfully,

---

[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

**Private & Confidential**

[CNT:Name]

[CNT:Address]

**Re: Purchase of Property — [CSM:CsPremises]**

---

Dear [CNT:Salut],

I refer to previous communications in connection with the purchase of your property. I confirm I have received your loan approval from your building society and enclose a copy of same for your attention.

Yours sincerely,

---

[MAT:FeName]

[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

**Private & Confidential**

[CNT:Name]

[CNT:Address]

**Re: Purchase of Property — [CSM:CsPremises]**

---

Dear [CNT:Salut],

I refer to previous communications in connection with the purchase of your property. I confirm I have now received replies from the solicitors for the vendor to our pre contract enquiries. I enclose a copy of same.

I would be grateful if you could telephone this office to make an appointment to call to see me to complete the contracts and the loan approval documents. Upon returning signed contracts to the vendors solicitors a contract deposit of 10% of the purchase price becomes payable. From this you can deduct the booking deposit that you have already paid to the auctioneer. Accordingly you will need to bring with you to the appointment a bank draft made payable to this office for the sum of €.

If you have any queries in relation to this matter please do not hesitate to contact me.

Kind regards.

Yours sincerely,

---

[MAT:FeName]

[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[CAN:SolRef.Solicitors#01]

[DATE:Today]

[CAN:Name.Solicitors#01]

Solicitors,

[CAN:Address.Solicitors#01]

**SUBJECT TO CONTRACT/CONTRACT DENIED**

**Re: Our Clients:** [CNT:Name][SYS:iif((LCN:CNameCon)=", ",  
' and ')] [LCN:CNameCon#01]

**Your Clients:** [CAN:Name.Vendors#@&] [mailto:\[CAN:Name.Vendor#@&\]](mailto:[CAN:Name.Vendor#@&])

**Premises:** [CSM:CsPremises]

---

Dear Sirs,

We refer to the above and to previous correspondence.

Our client having now attended with us, we now enclose herewith Contracts for Sale in duplicate together with cheque in favour of your firm in the sum of €[UDF:DepositBalance] being balance deposit payable herein. In relation to the Contracts, please note that we have made the following alterations and amendments:-

1

Please further note that the Contracts are signed by our client and returned to you as strictly subject to the following pre-conditions and requirements which shall be read in to inform part of the Special Conditions of the Contract for Sale herein:-

1. We draw your attention to the fact that we have inserted into the contract an additional special condition making same subject to loan approval, to our clients' bank accepting the property as security for the loan and to our clients being able to draw down the loan.
- 2.

Without prejudice to the foregoing we enclose herewith our Objections and Requisitions on Title herein in duplicate for your reply together with draft Deed for your approval.

We await hearing from you.

Please note however that we have no authority to bind our clients in this matter and that no Contract is deemed to exist until such time as Contracts for Sale have been executed by all parties, exchanged and a full deposit paid and receipted.



Yours faithfully,

---

[MAT:FeName]  
[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

**Private & Confidential**

[CNT:Name]

[CNT:Address]

**Re: Your Purchase of [CSM:CsPremises]**

---

Dear [CNT:Salut],

I refer to the above and to previous communications.

As you know, we have now written to the Solicitors for the seller returning the Contracts signed by yourself together with the balance deposit. This means that you have now committed yourself to the purchase of the property on the terms of the Contract. The Vendor will not be committed to proceed with the transaction until such time as we receive back One Part of the Contract duly executed.

I have also written to your Lending Institution sending to them the various legal documents which will be required for the drawdown of your loan. As previously advised, the Lender will not progress matters to drawdown until such time as all conditions and requirements of the loan offer have been fully put in place. In particular, they will require that all non legal matters such as Life Insurance, Mortgage Protection Insurance, Buildings Insurance and documents required by Special Conditions have been put in place. Please liaise with your Broker/Lending Institution at this stage to ensure that all matters are in order for the release of funds when required. Please also advise both your Lending Institution and your Broker of the completion date so that matters will be in hand in good time.

At this stage, I have taken the opportunity to prepare our invoice and I now enclose herewith the following:-

- 1 Invoice in the matter for settlement on completion.
- 2 Cash Account showing details of the monies which are required to be provided by yourself for the completion of this transaction.

I will let you know once I receive back One Part of the Contract and in the meantime you might confirm to me that all matters are in order with your Lending Institution.

Best wishes.

Yours sincerely,

---

[MAT:FeName]

[SYS:CON:Name]

## FEE NOTE

Fee Note No .

To:

[SYS:CON:Name], Solicitors

Re: Purchase of [CSM:CsPremises]

---

**Professional Fees** for all work done in relation to the purchase of the above premises to include taking initial instructions, arranging to obtain Contracts for Sale together with copy title from the Vendor's Solicitors.

Investigation of Title and perusing pre-contract enquiries, attendance at the execution of Contracts and arranging to return the same together with balance deposit to the Vendor's Solicitor.

Consultation of loan documentation received, attending with client in relation to the explanation of the mortgage documentation. Preparation of Family Home Protection Act Declaration, submission of Solicitors Undertaking to Lending Institution to enable the drawdown of the Loan Cheque for completion.

Raising Requisitions on Title and preparation of Deed of Assurance to the Purchaser. Consideration of Replies to Requisitions and raising rejoinders.

Bespeaking searches and loan cheque and attending on closing.

Arranging for the stamping and registration of all purchase and mortgage documentation.

Ultimately, returning the documents to the Lending Institution.

Page/2.

For all the foregoing and for all advice's, consultations and attendance's in inclusive fee of	€ .00
VAT @ 23%	<u>.00</u> <b>€ . 00</b>

**Outlays Not Subject to VAT:**

Stamp duty on Purchase Deed	€.	
Land Registry Fees.	€	
Law Searches	€	
Commissioners fees	€	
Couriers & Contingency fees	€	<u>€ .00</u>
<b>Total Amount Due:</b>		<u>€</u>

**Dated this      day of      20**

---

**[SYS:CON:Name]**  
**Solicitors**  
**[DIA:Address]**

**VAT NO:**  
**REF:/[MAT:CODE]/[MAT:FE CODE]/[UDF:SECREf]**

To: [CNT:Name][SYS:iif((LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01]  
[CNT:Address]

## CASH ACCOUNT

Client: [CNT:Name][SYS:iif((LCN:CINameCon)=", ", ' and ')[LCN:CINameCon#01]

Property: [CSM:CsPremises]

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Purchase Price	€[UDF:PurchasePrice]
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Booking Deposit paid	€
----------------------	---

Contract deposit paid	<u>€[UDF:PurchaseDeposit]</u>
-----------------------	-------------------------------

Balance	€[UDF:DepositBalance]
---------	-----------------------

Loan Monies from Lending Institution	€
--------------------------------------	---

[SYS:CON:Name] Fees and outlays	<u>€</u>
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Monies required from client to close	€
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**OBJECTIONS AND REQUISITIONS ON TITLE  
LAND REGISTRY FREEHOLD - RESIDENTIAL**

**VENDOR:** [CAN:Name.Vendors#@&]

**PURCHASER:** [CNT:Name][SYS:iif((LCN:CiNameCon)=", ",  
' and ')[LCN:CiNameCon#01]

**Property:** [CSM:CsPremises]

**OUR REF:** [MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

**Please strike out and/or detach (where appropriate) Requisitions not Applicable**

1. If these requisitions are used for the purpose of a mortgage “Vendor” shall read “Borrower” and “Purchaser” shall read “Lender”

Act shall include any extension amendment modification or re-enactment thereof and any regulation order or instrument made thereunder and for the time being in force.

2. In these Requisitions any reference to any

OBJECTIONS ON TITLE	REPLIES

**Law Society Objections and Requisitions**  
**2001 Edition**  
**©Law Society of Ireland**

<b>REQUISITIONS ON TITLE</b>	<b>REPLIES</b>
Without prejudice to the foregoing objections (if any) the following Requisitions on Title are made	:
<b>1. PREMISES</b>	
1. If any fixtures fittings or chattels included in the sale are the subject of any Lease Rental Hire Purchase Agreement or Chattel Mortgage furnish now Agreement and on closing prove payment to date or (as the case may be ) discharge thereof.	
2. Which of the boundaries belong to the property and which are party:	
3. In relation to boundaries:	
a. Furnish now any Agreements as to repair maintenance or otherwise.	
b. Are there any disputes with the adjoining owner	
4. is the property registered under the National House Building Guarantee Scheme/HomeBond Scheme.	
5. If so and if still in force furnish now Guarantee Certificate/Final Notice	
<b>2. SERVICES</b>	
1. Is the property serviced with:	
a. Drainage-if so, please state whether by mains, septic tank or other	
b. Water	
c. Electricity	
d. Telephone	
e. Gas	
2. If applicable furnish letter(s) consenting to the transfer of the telephone line(s) instrument(s) and number(s) to the Purchaser.	
3. Have the services (including roads lanes footpaths sewers and drains) abutting or servicing the property been taken over by the Local Authority.	
4. Furnish letter from the Local Authority or Solicitors Certificate based on an inspection of the Local Authority records or personal knowledge confirming the position.	
5. If the services are not in charge furnish an Indemnity under Seal	
6. If an Indemnity has been given to the Vendor or his predecessor have it assigned to the Purchaser.	
<b>3. EASEMENTS AND RIGHTS</b>	
1a. Are there any pipes drains sewers wires cable or septic tank on under or over other property which serve the property in sale.	
b. If there are furnish now evidence of the easement grant or way-leave authorising same	
c. What are the Vendor's rights and obligations in	



respect of same.	
2a. Is the property subject to any right of way water light air or drainage or to any other easement or turbary right or other profit a prendre or any reservation covenant condition or restriction or to any right of any kind or	
b. Is the property subject to any liability to repair any road sewer drain or sea wall or to any other similar liability.	
c. If so furnish now details of same.	
<b>4. OBLIGATIONS/PRIVILEGES</b>	
1. Is any road path drain wire cable pipe party wall or other facility (which is not in charge of the Local Authority) used in common with the owner or occupier of any other property.	
2. If so what are the Vendor's rights and obligations in respect of the aforementioned	
3. Furnish now any agreements in relation to such user.	
<b>5. FORESTRY</b>	
<b>6. FISHING</b>	
<b>7. SPORTING</b>	
<b>8. POSSESSION</b>	
Confirm that clear vacant possession of the entire property will be handed over at closing.	
<b>9. TENANCIES</b>	
1a. Is the property or any part of it let.	
b. If so furnish now the Lease or Tenancy Agreement.	
c. If the Tenancy Agreement is not in writing state and provide the terms of the Tenancy.	
d. If the Tenant has completed a Renunciation under the Landlord & Tenant Act, 1994 furnish now copy of same and original on closing.	
2. When exactly did the tenant commence occupation of the property.	
3. Furnish now names of tenants the rents payable and the gale days.	
4a. Was any security deposit paid by the Tenant at the commencement of the tenancy.	
b. If so the amount thereof should be handed to the Purchaser on Closing.	
5a. If the property or any part of it is or was let is it subject to any tenant's claim or future claim for compensation or otherwise	
b. Is the Vendor or his Agent aware of any fact which will or may give rise to any such claim.	
6a. Have any improvements been carried out by the tenant.	
b. If so furnish now details thereof.	
7. On closing hand over letters addressed to tenants	

notifying them of the sale and authorising payment of rents to the Purchaser.	
8. If the tenancy is one to which the Housing (Miscellaneous Provisions) Act 1992 applies:	
a. Have any Notices been served on the Vendor	
b. If so furnish now copies of same and evidence of compliance therewith.	
c. Confirm that the Tenant has been furnished with a rent book.	
d. Furnish certified copy Entry in the Register of the Housing Authority showing the property registered and any changes (as the case may be).	
<b>10. HOUSING (PRIVATE RENTED DWELLINGS) ACTS 1982-1983 (The Acts).</b>	
1. If the property or any part of it is a dwelling within the meaning of The Acts furnish now in respect of each tenant:	
a. The date the tenant commenced to occupy the dwelling.	
b. The age and marital status of the tenant.	
c. The names and ages of those members of the Tenant's family (within the meaning of The Acts) ordinarily residing in the dwelling.	
d. Particulars showing the basic rent of the dwelling pursuant to the Rent Restriction Acts 1960 to 1967.	
e. Copies of all notices served on or by the tenant.	
f. Copies of any orders determining the basic rent of the dwelling or any part thereof.	
2. Confirm that the Vendor is the Landlord within the meaning of The Acts.	
3. Furnish now:	
a. Tenancy Agreement.	
b. Certificate of Registration with the Local Authority	
c. Certificates of Registration of changes in terms of tenancy (if any) with the Local Authority.	
d. Certified copy Court Order or	
e. Certified copy Decision of Rent Tribunal or	
f. Certified copy Decision of Rent Officer.	
4. Has the rent of any tenancy been increased pursuant to Section 11(2) of the 1982 Act. If so vouch compliance therewith by furnishing Statutory Declaration by the Landlord or his Agent and Certificate of Registration.	
5. Confirm that a Rent Book has been furnished to each tenant in compliance with the Regulations pursuant to the 1982 Act.	
6. Has the rent been paid to date.	
7.a. Have any of the tenants made any improvements within the meaning of The Acts.	

b. If so have these improvements been taken into account in determining the rent.	
c. If so what proportion of the rent (if any) has been attributable to such improvements and how was this calculated.	
<b>11. OUTGOINGS</b>	
1. What is the Rateable Valuation of	
a. Lands	
b. Buildings	
2. Has any work been carried out on the property which might result in the valuation being revised.	
3. Has any notice or intimation been given of any change in the Rateable Valuation.	
4. Give particulars of any remission of rates in force.	
5a. Is there or has there been a separate water rate and/or refuse charge payable.	
b. If so give full particulars naming the party to whom payable the basis of the charge and furnish now any Agreement or Contract which regulates such payment.	
6. Give particulars of any other periodic or annual charge which affects the property or any part of it.	
7. Furnish receipts to last accountable date in respect of all outgoings.	
8. Furnish Apportionment Account together with vouchers necessary to vouch same.	
9. Furnish on closing copy letter to Rating Authority notifying them of the change of ownership.	
<b>12. NOTICES</b>	
1a. Has any Notice Certificate or Order been served upon or received by the Vendor or has the Vendor notice of any intention to serve any notice relating to the property or any part of it under the:	
Agricultural Credit Acts	
Air Pollution Act	
Building Control Act	
Conveyancing Acts	
Derelict Sites Acts	
Electricity Supply Acts	
Environmental Agency Act	
Fire Brigade Acts	
Fire Services Acts	
Forestry Acts	
Gas Acts	
Housing Acts	
Housing (Private Rented Dwellings) Acts	
Labourers Acts	
Land Acts	
Landlord and Tenant acts	

Local Government (Planning and Development) Acts	
Local Government (Sanitary Services) Acts	
Mineral Development Acts	
National Monuments Acts	
Office Premises Act	
Petroleum and other Minerals Development Acts	
Public Health Acts	
Registration of Title Act	
Rent Restrictions Acts	
Safety in Industry Acts	
Succession Act	
Water Pollution Act	
Wildlife Act or under any other Act or any Statutory Rule Order or Statutory Instrument.	
b. Furnish now any Notice Certificate or Order so served or received.	
c. Has the same been complied with.	
2a. Has the Vendor served any such Notice.	
b. If so furnish copy now.	
3a. Has a Notice of intention to compulsorily acquire the property or to resume possession of the property or any part of it been served on the Vendor or his Agent by any Local or Statutory Authority or Body or person who has power to acquire the property compulsorily	
b. If so furnish copy now.	
<b>13. SEARCHES</b>	
1. Give the Vendor's full name and present address	
2. Has the Vendor ever executed any document in relation to the property in the Irish equivalent or any other variant of his name	
3. Has the Vendor ever committed an act of bankruptcy or been adjudicated a bankrupt.	
4. Purchaser will make Searches where necessary in the Registry of Deeds Land Registry Judgments (High Court Register of Judgements and Incumbrances affecting Real Estate) Bankruptcy, Bills of Sale, Sheriff's Revenue Sheriff's Office, Companies Office and Planning Office and any acts appearing on any such Search must be explained and/or discharged (where applicable) by the Vendor prior to or at closing.	
5. Hand over now all Searches in Vendor's possession and furnish the Search provided for in the Contract with a full explanation (and discharge if applicable) of any Acts appearing therein.	
<b>14. INCUMBRANCES/PROCEEDINGS</b>	
1. Is the property subject to any:	
a. Mortgage or Charge. If so give full particulars. Evidence or Release or Discharge must be	

furnished on closing.	
b. Charge under the Public health Acts as amended or extended.	
c. Rent charge.	
2a. Has the Vendor or his predecessors in title received any Grant in respect of the property.	
b. If so furnish now particulars including the date of Grant approval.	
c. Is any part repayable.	
3. Has any judgment been obtained against the Vendor which is capable of being registered as a Judgment Mortgage.	
4. Is there any litigation pending or threatened or has any Court Order been made in relation to the property or any part of it or the use thereof or has any adverse claim thereto been made by any person.	
5a. Has any person other than the Vendor made any direct or indirect financial contribution or been the beneficiary of any agreement or arrangement whereby the person has acquired an interest in the property or any part of it.	
b. If so furnish now details of the interest acquired or claimed.	
<b>15. VOLUNTARY DISPOSITIONS/BANKRUPTCY</b>	
If there is a voluntary disposition on Title furnish now in respect of each such disposition:	
a. A Statutory Declaration from the Disposer that the disposition was made bona fide for the purpose of benefiting the Disponee and without fraudulent intent or if this is not within the reasonable procurement of the Vendor confirmation that the Vendor is not aware of any such fraudulent intent.	
b. If the disposition was made within the past 5 years evidence by way of Statutory Declaration of the Disposer that at the date of the disposition the Disposer was solvent and able to meet his/her debts and liabilities without recourse to the property disposed of.	
c. A Bankruptcy Search against the Disposer.	
<b>16. TAXATION</b>	
1a. On the death of any person on the title prior to the 1/4/1975 did any reversionary interest pass.	
b. If so was payment of Estate Duty arising on such passing deferred.	
c. If so a certificate of the subsequent discharge of such duty must be furnished in any case where the reversionary interest fell into possession within six years of the date of this sale.	
2. Furnish a Certificate of absolute discharge from	

any Capital Acquisitions Tax in respect of any gift or inheritance within the last twelve years or any gift within the meaning of Section 8 of any Capital Acquisitions tax Act 1976.	
3. If there has been any taxable gift of the property comprised in the sale within the previous two years furnish now:	
a. Evidence by way of statutory declaration that the disponent is still alive.	
b. Term Assurance/Cash Deposit or other security to cover any additional Capital Acquisitions Tax which may arise by virtue of the death of the donor within two years from the date of the gift.	
4a. Was the property or any part thereof the subject of a discretionary trust as defined by the Finance Act 1984 on the 25th January 1984 or at any time thereafter.	
b. If so furnish now Certificate of discharge from Capital Acquisitions Tax in relation thereto.	
5a. Has there been any death on the title after the 17th June, 1993.	
b. If so furnish Certificate of Discharge from Probate Tax.	
6. Where the title to the property or any part thereof depends on a claim of adverse possession furnish a Certificate of Discharge from Capital Acquisitions Tax pursuant to Section 146 of the Finance Act, 1994	
7. If the consideration exceeds the Capital Gains Tax Threshold current at the date of this contract either in this sale or in the aggregate of this and previous sales between the parties hereto furnish a Certificate under paragraph 11 of the Fourth Schedule to the Capital Gains Tax Act 1975.	
8. In the event of such Certificate not being furnished on or prior to completion the Purchaser shall be bound to pay to the Revenue Commissioners 15% of the total consideration.	
9. If the consideration is of such a kind that a monetary deduction cannot be made and the market value of the property exceeds the Capital Gains Tax Threshold current at the date of this contract furnish a Certificate under paragraph 11 (6) of the Fourth Schedule to the Capital Gains Tax Act 1975.	
10. In the event of the Certificate referred to at 16.9 not being furnished the Purchaser shall be bound to give notice to the Revenue Commissioners of the particulars of the transaction in accordance with paragraph 11(7) of the Fourth Schedule to the Capital Gains Tax Act 1975 as amended by Section 34 Finance Act 1982 and to	

enable the Purchaser to comply with Section 76 of the Finance Act 1995 the Vendor shall provide 15% of the estimated market value of the property to the Purchaser on closing.	
11. Where the property in sale consists in whole or in part of residential property as defined in Section 95 of the Finance Act, 1983 and the consideration exceeds the Residential Property Tax Threshold furnish on or before closing: Was the property acquired after 5 April 1996 by a bona fide purchaser for full consideration in money or moneys worth?	
If the property was not so previously acquired furnish on or before closing	
i. Certificate of Clearance from Residential Property Tax;	
ii. Certificate of Discharge from Residential Property Tax where there has been a transfer between spouses after 17th June 1993.	
12. The Vendor must comply with the Finance Act 1909/10 as amended in relation to Particulars Delivered Stamp.	
13. If the property is partially residential please furnish now draft stamp duty apportionment form, with Vendor's section completed, for consideration together with Estate Agent's valuation to vouch.	
<b>16A VALUE ADDED TAX</b>	
1. History of Vatable Interest	
a. When the Vendor acquired its interest in the Property was VAT incurred on the acquisition price	
b. Did the Vendor acquire its interest in the property as a transfer of a business or part of a business from another vatable person within the meaning of Section 3(5)(b)(iii) VATA, 1972.	
c. Has there been any "development" (within the meaning of the Value Added Tax Act, 1972) on or affecting the property since 1 November 1972.	
d. In relation to any VAT incurred in relation to either activities at 1.1, 1.2 or 1.3 above, did the Vendor become entitled to or recover any element of VAT on the acquisition or development in accordance with Section 12 VATA, 1972	
e. Has the property at any time subsequent to recovering input VAT as indicated at 1.4 above, become the subject of a self-supply within the meaning of Section 3(1)(e) or 3(1)(f), VATA 1972. If so please explain	
2. Is the current supply vatable.	
a. Is the current disposal a transfer of a business or part of a business to another vatable person within	

the meaning of Section 3(5)(b)(iii), VATA 1972.	
b. Does VAT arise on this transaction at any rate of VAT	
c. If no VAT arises, please explain why.	
d. If VAT does arise, please explain why.	
e. If VAT does arise, how is the amount of VAT calculated.	
3. Vendor Charging VAT	
a. Does the Vendor intend to charge VAT to the Purchaser	
b. Is the current disposal a taxable assignment or surrender of a leasehold interest such that the provisions of Section 4(8), VATA 1972 apply so that the Vendor is not accountable for VAT on the supply.	
c. Where it is proposed to charge VAT to the purchaser, please furnish a draft VAT invoice now.	
4. Section 4A VATA 1972 Reverse Charge Procedure	
a. On the creation of a lease of ten years or more where the Purchaser indicates an intention to avail of the Section 4A VATA 1972 procedure, please confirm that the Vendor will agree to use the Section 4A VATA 1972 procedure.	
b. If so please furnish FormVAT 4A with Section a completed.	
c. Please confirm that the Vendor will submit the duly completed Form VAT 4A to its Inspector of Taxes on a timely basis so as to ensure that Form VAT 4B will be available prior to completion.	
5. Other Leasehold Interests	
a. Is the property being disposed of the subject of leasehold interests created by the Vendor or its predecessor, or have any such leasehold interests previously existed since 1 November 1972.	
b. Where there are any Vatable leasehold interests in the property please confirm in respect of each such leasehold interest:	
i. The date of creation of each such lease.	
ii. The date of expiry of the leasehold term	
iii. The VAT charged (if any) on the creation of the lease	
iv Whether the tenant (or its predecessor in title) of any leasehold interest has developed the property(or any part thereof) within the meaning of the VATA 1972 since 1 November 1972.	
v. Whether the provisions of any such Lease contain an option such that the Tenant may extend the please period.	
vi. The VAT life of any such interests.	
c. Has there been any surrender, abandonment,	



ejectment or forfeiture of any such leasehold interest.	
d. Please give details of any such events.	
e. Has there been any “development” (within of the meaning of the VATA 1972) subsequent to any such surrender, abandonment, ejectment or forfeiture.	
<b>17. NON RESIDENT VENDOR</b>	
<b>18. BODY CORPORATE VENDOR</b>	
<b>19. LAND ACT 1965</b>	
<b>20. UNREGISTERED PROPERTY</b>	
<b>21. IDENTITY</b> The identity of the property sold with that to which title is purported to be shown must be proved.	
<b>22. REGISTERED PROPERTY</b>	
1. Furnish now copies of the following:	
a. Certified copy Folio written up to date.	
b. Land Registry Map/ File Plan.	
c. Certificate of Redemption Value of any Land Purchase Annuity unless such Annuity will be automatically removed.	
d. Draft Section 72 Declaration should any such burden affect the property.	
e. Draft Affidavit to convert possessory title to absolute where relevant.	
f. In the case of a transfer of part of a Folio a Site Map complying with Land Registry mapping requirements or a Land Registry Approved Scheme Map.	
2. Furnish on closing:	
a. Original Land Certificate or in the case of the transfer of part of a Folio an Undertaking to lodge it in the Land Registry immediately on completion and a letter consenting to its use for the purpose of the Registration of the Purchaser’s Transfer.	
b. Where the Land Certificate has not issued confirmation that Application has not been made for its issue	
c. Land Registry Map/ File Plan	
d. In the case of the transfer of part of a Folio a Site Map complying with Land Registry Mapping requirements or a Land Registry Approved Scheme Map together with an Undertaking by Vendor to discharge Land Registry mapping queries to include payment Of Land Registry mapping fees.	
Certificate of Redemption Value.	
f. Section 72 Declaration include a paragraph Confirming no deaths or voluntary dispositions On title within the past twelve years.	
g. If the title is possessory or qualified Affidavit or sufficient evidence to enable the Purchaser to	

convert it to absolute	
3. Confirm that Vendor is the registered owner.	
4. Have any Dealings been registered on the folio or any Dealings pending which are not shown on the Folio furnished.	
<b>23. NEWLY ERECTED PROPERTY</b>	
<b>24. FAMILY HOME PROTECTION ACT 1976 (“THE 1976 Act”) FAMILY LAW ACT.1995 (“the 1995 Act”) AND FAMILY LAW (DIVORCE) ACT 1996 (“the 1996 Act”)</b>	
1. Is the property or any part thereof the Vendor’s “Family Home” as defined in either the 1976 Act or the 1995 Act.	
2. If the answer to 24.1 is the affirmative furnish the prior written consent of the Vendor’s spouse and verify the Marriage by Statutory Declaration Exhibiting therein copy civil Marriage Certificate and furnish draft Declaration and copy Exhibit now for approval.	
3. If the answer to 24.1 is the negative state the grounds relied upon and furnish now draft Statutory declaration with exhibits for approval verifying these grounds.	
4. In respect of all “conveyances” (as Defined” in the 1976 Act) of unregistered property made on or after the 12th July 1976 furnish spouses’ prior written consents where appropriate together with Verification of Marriage by Statutory Declaration exhibiting therein copy civil Marriage Certificate or where consent is not necessary furnish evidence verifying same by way of Statutory Declaration	
5a. Did/does the property or any part thereof comprise the “family home” of any person other than the Vendor Or previous owner.	
b. If so give the name of such person and give the nature of the “interest” as defined in the 1976 Act (if any) in the property.	
c. In relation to any such person having an “interest” furnish the prior written consent of that person’s spouse to any “conveyance” (as defined as aforesaid) of that person’s interest in the property or any part thereof since 12th July 1976 and verify such spouse’s marriage by statutory declaration exhibiting therein copy civil marriage certificate.	
d. If such person did not have an “interest” as above in the property or any part of it state the grounds relied upon and furnish now draft statutory Declaration for approval verifying those grounds.	
<b>25. FAMILY LAW ACT 1981 (“the 1981 Act”) AND THE FAMILY LAW ACT 1995 (“the 1995 Act”)</b>	

1. Has there been any disposition of the property to which Section 3 and 4 of the 1981 Act would apply.	
2. If the answer to 25.1 is in the negative furnish statutory declaration verifying this fact on closing and furnish now draft Declaration for approval.	
3. If such a disposition was made then the other party to the engagement and the donor must join in the Deed to release and assure his/her/their respective interest(s) in the property.	
4. Confirm by way of Statutory Declaration that Section 5 of the 1981 Act (as amended by Section 48 of the 1995 Act) does not affect the property (if such is the case) and furnish now draft Declaration for approval.	
<b>26. JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989 (“the 1989 Act”) FAMILY LAW ACT 1995 (“The 1995 Act”) AND FAMILY LAW (DIVORCE) ACT 1996 (“the 1996 Act”)</b>	
1. Confirm by way of Statutory Declaration that no Application or Order has been made under the 1989 Act and that no Order has been made under the 1995 Act.	
2. Confirm that this is not a “disposition” (as defined by the 1989 Act or the 1995 Act) for the purposes of defeating a claim for “financial relief” (as defined in Section 29 of the 1989 Act) or “relief” (as defined in Section 35 of the 1995 Act)	
3. If the Vendor acquired the property after 19/9/1989 confirm that he was a bonafide purchaser for value (other than marriage) without notice of any intention to defeat a claim for financial relief.	
4. Furnish now draft Declaration for approval.	
<b>27. LOCAL GOVERNMENT (PLANNING &amp; DEVELOPMENT) ACT 1963 (“the Planning Act”)</b>	
1. Has there been in relation to the property Any development (including change of use or exempted development) within the meaning of the Planning Act on or after the 1st October, 1964.	
2. In respect of all such developments furnish now (where applicable)	
a. Grant of Planning Permission or	
b. Outline Planning Permission and Grant of Approval.	
c. Building Bye-Law Approval (if applicable)	
d. Evidence of Compliance with the financial conditions by way of letter /receipt from the Local Authority.	

e. Certificate/ Opinion from an Architect/Engineer that the Permission/ Approval relates to the property and that the development has been carried out in conformity with the Permission/Approval and with the Building Bye Law Approval (if applicable) and that all conditions other than financial conditions have been complied with.	
f. In respect of exempted developments in each case state the grounds upon which it is claimed that the development is an exempted development and furnish a certificate/ opinion from an Architect/ Engineer in support of such claim.	
3. In respect of developments completed after the 1st November 1976 furnish now evidence by way of Statutory Declaration of a competent person that each development was completed prior to expiration of the Permission/ Approval.	
4. Is the property subject to:	
a. Any Special Amenity Area Preservation Conservation or any other order under the Planning Acts which affect the property or any part thereof	
b. Any actual or proposed designation of all or any of the property whereby it would become liable to compulsory purchase of acquisition for any purpose under the Planning Acts.	
5. Is there any unauthorised development as defined in the Planning Acts.	
6. If there is any such unauthorised development furnish prior to closing:	
a. A retention permission for such development and	
b. "Save where the retention permission relates only to a change of use and there were no conditions attached to said permission or was granted in respect of a private house more than then years ago) satisfactory evidence from an Architect/ Engineer that the drawings submitted on the application for retention correctly show with the conditions in the said permission and	
c. If applicable satisfactory evidence from an Architect/ Engineer that the development substantially complies with the Bye-Laws or with the Regulations made under the Building Control Act 1990.	
7. What is/are the present use/uses of the property.	
8. Has the property been used for each of the uses aforesaid without material change continuously since the 1st day of October,1964.	
9. Give particulars of any application for permission and /or approval under the Planning Acts and the Building Bye-Laws and state the result thereof.	

10a. Has any Agreement been entered into with the Planning Authority pursuant to Section 38 of the 1963 Act restricting or regulating the development of use of the property.	
b. If so furnish now copy of same.	
11a. Has there been any application for or award of compensation under the Planning Acts.	
b. If so furnish now copy of same.	
c. Has a statement of compensation been registered on the Planning Register under Section 9 of the 1990 Planning Act prohibiting Development of the property under Section 10 of said Act.	
12a. If any development was carried out prior to the 13th of December 1989 and Building Bye-Law Approval was either not obtained or not complied with furnish now Declaration that the Development was completed prior to the 13th of December 1989 and that no Notice under Section 22 of the Building Control Act 1990 was served by the Building Control Authority between the 1st June, 1992 and the 1st of December, 1992.	
b. Has there been any development carried out since the 13th of December 1989 with the benefit of Building Bye-Law Approval. If so Furnish now copy of same and draft Engineer's/ Architect's Opinion of compliance.	
13. Furnish now Statutory Declaration by a competent person evidencing user of the property from the 1st October 1964 to date.	
<b>28. BUILDING CONTROL ACT 1990 AND ANY REGULATIONS ORDER OR INSTRUMENT THEREUNDER (REFERRED TO COLLECTIVELY AS "The Regulations")</b>	
1. Is the property or any part thereof affected by any of the provisions of the Regulations.	
2. If it is claimed that the property is not affected by the Regulations state why Evidence by way of a Statutory Declaration of a competent person may Be required to verify the reply.	
3. If the property is affected by the Regulations furnish now a Certificate / Opinion of Compliance by a competent person confirming that all necessary requirements of the Regulations have been met.	
4a. Has a Commencement Notice been given to the Building Control Authority in respect of the property.	
b. If so furnish now a copy of the same.	
5. If the property is such that a Fire Safety Certificate is one of the requirements of the Regulations	

a. A copy of the Fire Safety Certificate must be attached to and referred to in the Certificate of Compliance which should confirm that the works to the property have been carried out in accordance with the drawings and other particulars on foot of which the Fire Safety Certificate was obtained and with any conditions of the Fire Safety Certificate.	
b. Confirm that no appeal was made by the Applicant for such Certificate against any of the conditions imposed by the Building Control Authority in such Fire Safety Certificate.	
6a. Has any Enforcement Notice under Section 8 of the Building Control Act been served.	
b. If so furnish now a copy of the Notice and a Certificate of Compliance made by a competent person.	
7. If any application has been made to the District Court under Section 9 of Building Control Act 1990 furnish details of the result of such application.	
8a. Has any application been made to the High Court under Section 12 of Building Control Act 1990.	
b. If so furnish a copy of any Order made by the Court and evidence of any necessary compliance with such Order by a Certificate of a competent person	
<b>29. FIRE SERVICES ACT 1981 (“the Act”)</b>	
<b>30. SAFETY HEALTH AND WELFARE AT WORK (CONSTRUCTION) REGULATIONS 1955 (“the Regulations”)</b>	
<b>31. ENVIRONMENTAL</b>	
<b>32. FOOD HYGIENE REGULATIONS</b>	
<b>33. LEASEHOLD/FEE FARM GRANT PROPERTY</b>	
<b>34. ACQUISITION OF FEE SIMPLE UNDER THE LANDLORD AND TENANT (GROUND RENT) ACT 1967</b>	
<b>35. LOCAL GOVERNMENT (MULTI STOREY BUILDINGS) ACT 1988 (“the 1988 Act”)</b>	
<b>36. NEW FLATS/NEW MANAGED PROPERTIES (In a development hereinafter described as “the Estate”)</b>	
<b>37. SECOND HAND FLATS/ SECOND HAND MANAGED PROPERTIES (In a development hereinafter described as “the Estate”)</b>	
<b>38. TAX BASED INCENTIVES/DESIGNATED AREAS</b>	
<b>39. MILK QUOTAS</b>	
<b>40. LICENSING</b>	

<b>41. RESTAURANT/HOTEL</b>	
<b>42. SPECIAL RESTAURANT LICENCE</b>	
<b>43. DANCING MUSIC AND SINGING</b>	
<b>44. COMPLETION</b>	
Hand over on closing the following documents:	
1a. Original Land Certificate.	
b. If Land Certificate is not available please furnish letter confirming that no application have been made for same.	
c. If Land Certificate is lodged in the Land Registry, please furnish letter of consent for the use of same.	
2. Deed of Transfer executed by Vendor adjudicated if applicable.	
3. P.D. Forms in triplicate.	
4. Certified copy Folio brought up to date with file plan attached.	
5. Vendors Family Home Declaration in accordance with replies to requisitions 24, 25, 26	
6. Vendors Section 72 Declaration.	
7. Booklet of Title (if any).	
8a Planning documents in respect of construction of original property and any subsequent developments/extensions/conversions, changes of use as follows:	
(1) Grant of Planning Permission	
(2) Building Bye Law Approval	
(3) Commencement Notice	
(4) Fire Safety Certificate	
b Architect's Opinion and Certificate of compliance with 8a (1) & (2) above.	
c. If there is a development which is exempt from planning, please furnish Architect's opinion and compliance with planning laws.	
d. If applicable, standard letter from Planning Authority confirming exemption by virtue of property being constructed by Planning Authority within its own functional area.	
9. Receipts for financial contributions required under Planning Permission.	
10. Letter from local authority confirming roads and services are in charge or solicitors certificate or indemnity and Maintenance Agreement duly assigned.	
11. Omnibus letter dealing with deaths, voluntary dispositions dealings pending, undertaking to discharge Land Registry queries and prior charges.	
12. Receipt for domestic watercharge and refuse charge up to date or other Local Authority charge.	
13. Letter consenting to transfer of telephone line.	
14. Taxation certificates as follows (as may be	

applicable):	
(1) Capital Gains Tax (where consideration exceeds the Capital Gains Tax Threshold)	
(2) Residential Property Tax where thresholds are exceeded	
(3) CAT Discharge for all deaths on prior title.	
(4) Probate Tax Discharge for deaths since 17th June, 1993 (Form PT2)	
15. Letter from Local Authority as to change of address (if applicable).	
16. Home Bond Certificate assigned to Purchaser. (if applicable).	
17. All documents hereinbefore requisitioned.	
<b>KEYS</b>	
<b>45. HAND OVER ON CLOSING</b>	
a. Keys	
b. Possession	
<b>46. THE RIGHT IS RESERVED BY THE PURCHASER TO MAKE ANY FURTHER OBJECTIONS OR REQUISITIONS</b>	

Dated the      day of                      2013

[SYS:CON:Name]  
Solicitor for the Purchaser  
[DIA:Address]

Dated the      day of                      2013

[CAN:Name.Solicitors#01]  
Solicitor for the Vendor  
[CAN:Address.Solicitors#01]



**OBJECTIONS AND REQUISITIONS ON TITLE  
REGISTRY OF DEEDS - FREEHOLD - RESIDENTIAL**

**VENDOR:** [CAN:Name.Vendors#@&]

**PURCHASER:** [CNT:Name][SYS:iif((LCN:ClNameCon)='', '',  
' and ')[LCN:ClNameCon#01]

**Property:** [CSM:CsPremises]

**OUR REF:** [MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

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**Please strike out and/or detach (where appropriate) Requisitions not Applicable**

1. If these requisitions are used for the purpose of a mortgage “Vendor” shall read “Borrower” and Purchaser” shall read “Lender”

2. In these Requisitions any reference to any Act shall include any extension amendment modification or re-enactment thereof and any regulation order or instrument made thereunder and for the time being in force.

<b>OBJECTIONS ON TITLE</b>	<b>REPLIES</b>

**Law Society Objections and Requisitions**  
**2001 Edition**  
**© Law Society of Ireland**

<b>REQUISITIONS ON TITLE</b>	<b>REPLIES</b>
Without prejudice to the foregoing objections (if any) the following Requisitions on Title are made:	
<b>1. PREMISES</b>	
1. If any fixtures fittings or chattels included in the sale are the subject of any Lease Rental Hire Purchase Agreement or Chattel Mortgage furnish now Agreement and on closing prove payment to date or (as the case may be) discharge thereof.	
2. Which of the boundaries belong to the property and which are party:	
3. In relation to boundaries:	
a. Furnish now any Agreements as to repair maintenance or otherwise.	
b. Are there any disputes with the adjoining owner.	
4. Is the property registered under the National House Building Guarantee Scheme/HomeBond Scheme.	
5. If so and if still in force furnish now Guarantee Certificate/Final Notice	
<b>2. SERVICES</b>	
1. Is the property serviced with:	
a. Drainage-if so, please state whether by mains, septic tank or other	
b. Water	
c. Electricity	
d. Telephone	
e. Gas	
2. If applicable furnish letter(s) consenting to the transfer of the telephone line(s) instrument(s) and number(s) to the Purchaser.	
3. Have the services (including roads lanes footpaths sewers and drains) abutting or servicing the property been taken over by the Local Authority.	
4. Furnish letter from the Local Authority or Solicitors Certificate based on an inspection of the Local Authority records or personal knowledge confirming the position.	
5. If the services are not in charge furnish an Indemnity under Seal.	
6. If an Indemnity has been given to the Vendor or his predecessor have it assigned to the Purchaser.	
<b>3. EASEMENTS AND RIGHTS</b>	
1a.Are there any pipes drains sewers wires cable or septic tank on under or over other property which serve the property in sale.	
b. If there are furnish now evidence of the easement grant or way-leave authorising same	

c. What are the Vendor's rights and obligations in respect of same.	
2a. Is the property subject to any right of way water light air or drainage or to any other easement or turbary right or other profit a prendre or any reservation covenant condition or restriction or to any right of any kind or	
b. Is the property subject to any liability to repair any road sewer drain or sea wall or to any other similar liability.	
c. If so furnish now details of same.	
<b>4. OBLIGATIONS/PRIVILEGES</b>	
1. Is any road path drain wire cable pipe party wall or other facility (which is not in charge of the Local Authority) used in common with the owner or occupier of any other property.	
2. If so what are the Vendor's rights and obligations in respect of the aforementioned	
3. Furnish now any agreements in relation to such user.	
<b>5. FORESTRY</b>	
<b>6. FISHING</b>	
<b>7. SPORTING</b>	
<b>8. POSSESSION</b>	
Confirm that clear vacant possession of the entire property will be handed over at closing.	
<b>9. TENANCIES</b>	
1a. Is the property or any part of it let.	
b. If so furnish now the Lease or Tenancy Agreement.	
c. If the Tenancy Agreement is not in writing state and provide the terms of the Tenancy.	
d. If the Tenant has completed a Renunciation under the Landlord & Tenant Act, 1994 furnish now copy of same and original on closing.	
2. When exactly did the tenant commence occupation of the property.	
3. Furnish now names of tenants the rents payable and the gale days.	
4a. Was any security deposit paid by the Tenant at the commencement of the tenancy.	
b. If so the amount thereof should be handed to the Purchaser on Closing.	
5a. If the property or any part of it is or was let is it subject to any tenant's claim or future claim for compensation or otherwise.	
b. Is the Vendor or his Agent aware of any fact which will or may give rise to any such claim.	
6a. Have any improvements been carried out by the tenant.	
b. If so furnish now details thereof.	

7. On closing hand over letters addressed to tenants notifying them of the sale and authorising payment of rents to the Purchaser.	
8. If the tenancy is one to which the Housing (Miscellaneous Provisions) Act 1992 applies:	
a. Have any Notices been served on the Vendor	
b. If so furnish now copies of same and evidence of compliance therewith.	
c. Confirm that the Tenant has been furnished with a rent book.	
d. Furnish certified copy Entry in the Register of the Housing Authority showing the property registered and any changes (as the case may be).	
<b>10. HOUSING (PRIVATE RENTED DWELLINGS) ACTS 1982-1983 (The Acts).</b>	
1. If the property or any part of it is a dwelling within the meaning of The Acts furnish now in respect of each tenant:	
a. The date the tenant commenced to occupy occupy the dwelling.	
b. The age and marital status of the tenant.	
c. The names and ages of those members of the Tenant's family (within the meaning of The Acts) ordinarily residing in the dwelling.	
d. Particulars showing the basic rent of the dwelling pursuant to the Rent Restriction Acts 1960 to 1967	
e. Copies of all notices served on or by the tenant.	
f. Copies of any orders determining the basic rent of the dwelling or any part thereof.	
2. Confirm that the Vendor is the Landlord within the meaning of The Acts.	
3. Furnish now:	
a. Tenancy Agreement.	
b. Certificate of Registration with the Local Authority	
c. Certificates of Registration of changes in terms of tenancy (if any) with the Local Authority.	
d. Certified copy Court Order or	
e. Certified copy Decision of Rent Tribunal or	
f. Certified copy Decision of Rent Officer.	
4. Has the rent of any tenancy been increased pursuant to Section 11(2) of the 1982 Act. If so vouch compliance therewith by furnishing Statutory Declaration by the Landlord or his Agent and Certificate of Registration.	
5. Confirm that a Rent Book has been furnished to each tenant in compliance with the Regulations pursuant to the 1982 Act.	
6. Has the rent been paid to date.	
7a. Have any of the tenants made any	

improvements within the meaning of The Acts.	
b. If so have these improvements been taken into account in determining the rent.	
c. If so what proportion of the rent (if any) has been attributable to such improvements and how was this calculated.	
<b>11. OUTGOINGS</b>	
1. What is the Rateable Valuation of:	
a. Lands	
b. Buildings	
2. Has any work been carried out on the property which might result in the valuation being revised.	
3. Has any notice or intimation been given of any change in the Rateable Valuation.	
4. Give particulars of any remission of rates in force.	
5a. Is there or has there been a separate water rate and/or refuse charge payable.	
b. If so give full particulars naming the party to whom payable the basis of the charge and furnish now any Agreement or Contract which regulates such payment.	
6. Give particulars of any other periodic or annual charge which affects the property or any part of it.	
7. Furnish receipts to last accountable date in respect of all outgoings.	
8. Furnish Apportionment Account together with vouchers necessary to vouch same.	
9. Furnish on closing copy letter to Rating Authority notifying them of the change of ownership.	
1a. Has any Notice Certificate or Order been served upon or received by the Vendor or has Vendor notice of any intention to serve any notice relating to the property or any part of it under the:	
Agricultural Credit Acts	
Air Pollution Act	
Building Control Act	
Conveyancing Acts	
Derelict Sites Acts	
Electricity Supply Acts	
Environmental Agency Act	
Fire Brigade Acts	
Fire Services Acts	
Forestry Acts	
Gas Acts	
Housing Acts	
Housing (Private Rented Dwellings) Acts	
Labourers Acts	
Land Acts	
Landlord and Tenant acts	

Local Government (Planning and Development) Acts	
Local Government (Sanitary Services) Acts	
Mineral Development Acts	
National Monuments Acts	
Office Premises Act	
Petroleum and other Minerals Development Acts	
Public Health Acts	
Registration of Title act	
Rent Restrictions Acts	
Safety in Industry Acts	
Succession Act	
Water Pollution Act	
Wildlife Act	
or under any other Act or any Statutory Rule Order or Statutory Instrument.	
b. Furnish now any Notice Certificate or Order so served or received.	
c. Has the same been complied with	
2a. Has the Vendor served any such Notice.	
b. If so furnish copy now.	
3a. Has a Notice of intention to compulsorily acquire the property or to resume possession of the property or any part of it been served on the Vendor or his Agent by any Local or Statutory Authority or Body or person who has power to acquire the property compulsorily	
b. If so furnish copy now.	
<b>13. SEARCHES</b>	
1. Give the Vendor's full name and present address,	
2. Has the Vendor ever executed any document in relation to the property in the Irish equivalent or any other variant of his name	
3. Has the Vendor ever committed an act of bankruptcy or been adjudicated a bankrupt.	
4. Purchaser will make Searches where necessary in the Registry of Deeds Land Registry Judgments (High Court Register of Judgements and Incumbrances affecting Real Estate) Bankruptcy, Bills of Sale, Sheriff's Revenue Sheriff's Office, Companies Office and Planning Office and any acts appearing on any such Search must be explained and/or discharged (where applicable) by the Vendor prior to or at closing.	
5. Hand over now all Searches in Vendor's possession and furnish the Search provided for in the Contract with a full explanation (and discharge if applicable) of any Acts appearing therein.	
<b>14. INCUMBRANCES/PROCEEDINGS</b>	
1. Is the property subject to any:	



a. Mortgage or Charge. If so give full particulars. Evidence or Release or Discharge must be furnished on closing.	
b. Charge under the Public health Acts as amended or extended.	
c. Rent charge	
2a. Has the Vendor or his predecessors in title received any Grant in respect of the property.	
b. If so furnish now particulars including	
1a. On the death of any person on the title	
b the date of Grant approval.	
c. Is any part repayable.	
3. Has any judgment been obtained against the Vendor which is capable of being registered as a Judgment Mortgage.	
4. Is there any litigation pending or threatened or has any Court Order been made in relation to the property or any part of it or the use thereof or has any adverse claim thereto been made by any person.	
5a. Has any person other than the Vendor made any direct or indirect financial contribution or been the beneficiary of any agreement or arrangement whereby the person has acquired an interest in the property or any part of it.	
b. If so furnish now details of the interest acquired or claimed.	
<b>15. VOLUNTARY DISPOSITIONS/BANKRUPTCY</b>	
If there is a voluntary disposition on Title furnish now in respect of each such disposition:	
a. A Statutory Declaration from the Disposer that the disposition was made bona fide for the purpose of benefiting the Disponee and without fraudulent intent or if this is not within the reasonable procurement of the Vendor confirmation that the Vendor is not aware of any such fraudulent intent.	
b. If the disposition was made within the past 5 years evidence by way of Statutory Declaration of the Disposer that at the date of the disposition the Disposer was solvent and able to meet his/her debts and liabilities without recourse to the property disposed of A Bankruptcy Search against the Disposer.	
<b>16. TAXATION</b>	
a. prior to the 1/4/1975 did any reversionary interest pass.	
b. If so was payment of Estate Duty arising on such passing deferred.	
c. If so a certificate of the subsequent discharge of such duty must be furnished in any case where the	

reversionary interest fell into possession within six years of the date of this sale.	
2. Furnish a Certificate of absolute discharge from any Capital Acquisitions Tax in respect of any gift or inheritance within the last twelve years or any gift within the meaning of Section 8 of any Capital Acquisitions tax Act 1976.	
3. If there has been any taxable gift of the property comprised in the sale within the previous two years furnish now:	
a. Evidence by way of statutory declaration that the disposer is still alive.	
b. Term Assurance/Cash Deposit or other security to cover any additional Capital Acquisitions Tax which may arise by virtue of the death of the donor within two years from the date of the gift.	
4a. Was the property or any part thereof the subject of a discretionary trust as defined by the Finance Act 1984 on the 25th January 1984 or at any time thereafter.	
b. If so furnish now Certificate of discharge from Capital Acquisitions Tax in relation thereto.	
5a. Has there been any death on the title after the 17th June, 1993.	
b. If so furnish Certificate of Discharge from Probate Tax.	
6. Where the title to the property or any part thereof depends on a claim of adverse possession furnish a Certificate of Discharge from Capital Acquisitions Tax pursuant to Section 146 of the Finance Act, 1994.	
7. If the consideration exceeds the Capital Gains Tax Threshold current at the date of this contract either in this sale or in the aggregate of this and previous sales between the parties hereto furnish a Certificate under paragraph 11 of the Fourth Schedule to the Capital Gains Tax Act 1975.	
8. In the event of such Certificate not being furnished on or prior to completion the Purchaser shall be bound to pay to the Revenue Commissioners 15% of the total consideration.	
9. If the consideration is of such a kind that a monetary deduction cannot be made and the market value of the property exceeds the Capital Gains Tax Threshold current at the date of this contract furnish a Certificate under paragraph 11 (6) of the Fourth Schedule to the Capital Gains Tax Act 1975.	
10. In the event of the Certificate referred to at 16.9 not being furnished the Purchaser shall be bound to give notice to the Revenue Commissioners of particulars of the transaction in	

accordance with paragraph 11(7) of the Fourth Schedule to the Capital Gains Tax Act 1975 as amended by Section 34 Finance Act 1982 and to enable the Purchaser to comply with Section 76 of the Finance Act 1995 the Vendor shall provide 15% of the estimated market value of the property to the Purchaser on closing.	
11. Where the property in sale consists in whole or in part of residential property as defined in Section 95 of the Finance Act, 1983 and the consideration exceeds the Residential Property Tax Threshold current at this date of contract:	
a. Was the property acquired after 5 April 1996 by a bona fide purchaser for full consideration in money or moneys worth? If the property was not so previously acquired furnish on or before closing	
i. Certificate of Clearance from Residential Property Tax;	
ii. Certificate of Discharge from Residential Property Tax where there has been a transfer between spouses after 17th June 1993.	
12. The Vendor must comply with the Finance Act 1909/10 as amended in relation to Particulars Delivered Stamp.	
13. If the property is partially residential please furnish now draft stamp duty apportionment form, with Vendor's section completed, for consideration together with Estate Agent's valuation to vouch.	
<b>16A VALUE ADDED TAX</b>	
1. History of Vatable Interest	
a. When the Vendor acquired its interest in the Property was VAT incurred on the acquisition price	
b. Did the Vendor acquire its interest in the property as a transfer of a business or part of a business from another vatable person within the meaning of Section 3(5)(b)(iii) VATA, 1972.	
c. Has there been any "development" (within the meaning of the Value Added Tax Act, 1972) on or affecting the property since 1 November 1972.	
d. In relation to any VAT incurred in relation to either activities at 1.1, 1.2 or 1.3 above, did the Vendor become entitled to or recover any element of VAT on the acquisition or development in accordance with Section 12 VATA, 1972	
e. Has the property at any time subsequent to recovering input VAT as indicated at 1.4 above, become the subject of a self-supply within the meaning of Section 3(1)(e) or 3(1)(f), VATA 1972. If so please explain.	

2. Is the current supply vatable.	
a. Is the current disposal a transfer of a business or part of a business to another vatable person within the meaning of Section 3(5)(b)(iii), VATA 1972.	
b. Does VAT arise on this transaction at any rate of VAT	
c. If no VAT arises, please explain why.	
d. If VAT does arise, please explain why.	
e. If VAT does arise, how is the amount of VAT calculated.	
3. Vendor Charging VAT	
a. Does the Vendor intend to charge VAT to the Purchaser	
b. Is the current disposal a taxable assignment or surrender of a leasehold interest such that the provisions of Section 4(8), VATA 1972 apply so that the Vendor is not accountable for VAT on the supply.	
c. Where it is proposed to charge VAT to the purchaser, please furnish a draft VAT invoice now.	
4. Section 4A VATA 1972 Reverse Charge Procedure	
a. On the creation of a lease of ten years or more where the Purchaser indicates an intention to avail of the Section 4A VATA 1972 procedure, please confirm that the Vendor will agree to use the Section 4A VATA 1972 procedure.	
b. If so please furnish FormVAT 4A with Section a completed.	
c. Please confirm that the Vendor will submit the duly completed Form VAT 4A to its Inspector of Taxes on a timely basis so as to ensure that Form VAT 4B will be available prior to completion.	
5. Other Leasehold Interests	
a. Is the property being disposed of the subject of leasehold interests created by the Vendor or its predecessor, or have any such leasehold interests previously existed since 1 November 1972.	
b. Where there are any Vatable leasehold interests in the property please confirm in respect of each such leasehold interest:	
i. The date of creation of each such lease.	
ii. The date of expiry of the leasehold term	
iii. The VAT charged (if any) on the creation of the lease	
iv Whether the tenant (or its predecessor in title) of any leasehold interest has developed the property(or any part thereof) within the meaning of the VATA 1972 since 1 November 1972.	
v. Whether the provisions of any such Lease	

contain an option such that the Tenant may extend the lease period.	
vi. The VAT life of any such interests.	
c. Has there been any surrender, abandonment, ejectment or forfeiture of any such leasehold interest.	
d. Please give details of any such events.	
e. Has there been any “development” (within of the meaning of the VATA 1972) subsequent to any such surrender, abandonment, ejectment or forfeiture.	
<b>17. NON RESIDENT VENDOR</b>	
<b>18. BODY CORPORATE VENDOR</b>	
<b>19. LAND ACT 1965</b>	
<b>20. UNREGISTERED PROPERTY</b>	
1. Furnish now a written Assent by the Personal Representative of any person on the title who died after 31st of May 1959.	
2. If all or any of the property is unregistered land the registration of which was compulsory prior to the date of Contract procure such registration prior to completion of the sale.	
3. If all or any of the property is unregistered land the registration of which will become compulsory by virtue of this sale furnish now	
a. A map of the property complying With the requirements of the Land Registry.	
b. Vendor’s undertaking that if requested to do so within two years from the completion of sale he shall at the Purchaser’s expense supply any additional information which he may reasonably be able to supply and produce and furnish any documents in his possession that may be required to effect such registration.	
4. Where may the originals of all Title Documents be inspected.	
5. Which of them will be delivered to the Purchaser on completion.	
6. If applicable who will give the Purchaser the usual statutory acknowledgement and undertaking for the production and safe custody of those documents not handed over.	
<b>21. IDENTITY</b>	
The identity of the property sold with that to which title is purported to be shown must be proved.	
<b>22. REGISTERED PROPERTY</b>	
<b>23. NEWLY ERECTED PROPERTY</b>	
<b>24. FAMILY HOME PROTECTION ACT 1976 (“THE 1976 Act”) FAMILY LAW ACT 1995 (“the 1995 Act”) AND FAMILY LAW (DIVORCE) ACT 1996 (“the 1996 Act”)</b>	

1. Is the property or any part thereof the Vendor's "Family Home" as defined in either the 1976 Act or the 1995 Act.	
2. If the answer to 24.1 is the affirmative furnish the prior written consent of the Vendor's spouse and verify the Marriage by Statutory Declaration Exhibiting therein copy civil Marriage Certificate and furnish draft Declaration and copy Exhibit now for approval.	
3. If the answer to 24.1 is the negative state the grounds relied upon and furnish now draft Statutory Declaration with exhibits for approval verifying these grounds.	
4. In respect of all "conveyances" (as Defined" in the 1976 Act) of unregistered property made on or after the 12th July 1976 furnish spouses' prior written consents where appropriate together with Verification of Marriage by Statutory Declaration exhibiting therein copy civil Marriage Certificate or where consent is not necessary furnish evidence verifying same by way of Statutory Declaration.	
5a. Did/does the property or any part thereof comprise the "family home" of any person other than the Vendor Or previous owner.	
b. If so give the name of such person and give the nature of the "interest" as defined in the 1976 Act (if any) in the property.	
c. In relation to any such person having an "interest" furnish the prior written consent of that person's spouse to any "conveyance" (as defined as aforesaid) of that person's interest in the property or any part thereof since 12th July 1976 and verify such spouse's marriage by statutory declaration exhibiting therein copy civil marriage certificate.	
d. If such person did not have an "interest" as above in the property or any part of it state the grounds relied upon and furnish now draft statutory Declaration for approval verifying those grounds	
<b>25. FAMILY LAW ACT 1981 ("the 1981 Act") AND THE FAMILY LAW ACT 1995 ("the 1995 Act")</b>	
1. Has there been any disposition of the property to which Section 3 and 4 of the 1981 Act would apply.	
2. If the answer to 25.1 is in the negative furnish statutory declaration verifying this fact on closing and furnish now draft Declaration for approval.	
3. If such a disposition was made then the other party to the engagement and the donor must join in the Deed to release and assure his/her/their	

respective interest(s) in the property.	
4. Confirm by way of Statutory Declaration that Section 5 of the 1981 Act (as amended by Section 48 of the 1995 Act) does not affect the property (if such is the case) and furnish now draft Declaration for approval.	
<b>26. JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989 (“the 1989 Act”) FAMILY LAW ACT 1995 (“The 1995 Act”) AND FAMILY LAW (DIVORCE) ACT 1996 (“the 1996 Act”)</b>	
1. Confirm by way of Statutory Declaration that no Application or Order has been made under the 1989 Act and that no Order has been made under the 1995 Act.	
2. Confirm that this is not a “disposition” (as defined by the 1989 Act or the 1995 Act) for the purposes of defeating a claim for “financial relief” (as defined in Section 29 of the 1989 Act) or “relief” (as defined in Section 35 of the 1995 Act)	
3. If the Vendor acquired the property after 19/9/1989 confirm that he was a bona fide purchaser for value (other than marriage) without notice of any intention to defeat a claim for financial relief.	
4. Furnish now draft Declaration for approval.	
<b>27. LOCAL GOVERNMENT (PLANNING &amp; DEVELOPMENT) ACT 1963 (“the Planning Act”)</b>	
1. Has there been in relation to the property Any development (including change of use or exempted development) within the meaning of the Planning Act on or after the 1st October, 1964.	
2. In respect of all such developments furnish now (where applicable):	
a. Grant of Planning Permission or	
b. Outline Planning Permission and Grant of Approval.	
c. Building Bye-Law Approval (if applicable)	
d. Evidence of Compliance with the financial conditions by way of letter /receipt from the Local Authority.	
e. Certificate/ Opinion from an Architect/Engineer that the Permission/ Approval relates to the property and that the development has been carried out in conformity with the Permission/Approval and with the Building Bye Law Approval (if applicable) and that all conditions other than financial conditions have been complied with.	
f. In respect of exempted developments in each case state the grounds upon which it is claimed	

that the development is an exempted development and furnish a certificate/ opinion from an Architect/ Engineer in support of such claim.	
3. In respect of developments completed after the 1st November 1976 furnish now evidence by way of Statutory Declaration of a competent person that each development was completed prior to expiration of the Permission/ Approval.	
4. Is the property subject to:	
a. Any Special Amenity Area Preservation Conservation or any other order under the Planning Acts which affect the property or any part thereof.	
b. Any actual or proposed designation of all or any of the property whereby it would become liable to compulsory purchase of acquisition for any purpose under the Planning Acts.	
5. Is there any unauthorised development as defined in the Planning Acts.	
6. If there is any such unauthorised development furnish prior to closing:	
a. A retention permission for such development and	
b. "Save where the retention permission relates only to a change of use and there were no conditions attached to said permission or was granted in respect of a private house more than then years ago) satisfactory evidence from an Architect/ Engineer that the drawings submitted on the application for retention correctly show with the conditions in the said permission and	
c. If applicable satisfactory evidence from an Architect/ Engineer that the development substantially complies with the Bye-Laws or with the Regulations made under the Building Control Act 1990.	
7. What is/are the present use/uses of the property.	
8. Has the property been used for each of the uses aforesaid without material change continuously since the 1st day of October,1964.	
9. Give particulars of any application for permission and /or approval under the Planning Acts and the Building Bye-Laws and state the result thereof.	
10a. Has any Agreement been entered into with the Planning Authority pursuant to Section 38 of the 1963 Act restricting	or regulating the development of use of the property.
b. If so furnish now copy of same.	
11a. Has there been any application for or award of compensation under the Planning Acts.	
b. If so furnish now copy of same.	



c. Has a statement of compensation been registered on the Planning Register under Section 9 of the 1990 Planning Act prohibiting Development of the property under Section 10 of said Act.	
12a. If any development was carried out prior to the 13th of December 1989 and Building Bye-Law Approval was either not obtained or not complied with furnish now Declaration that the Development was completed prior to the 13th of December 1989 and that no Notice under Section 22 of the Building Control Act 1990 was served by the Building Control Authority between the 1st June, 1992 and the 1st of December, 1992.	
b. Has there been any development carried out since the 13th of December 1989 with the benefit of Building Bye-Law Approval. If so Furnish now copy of same and draft Engineer's/ Architect's Opinion of Compliance.	
13. Furnish now Statutory Declaration by a competent person evidencing user of the property from the 1st October 1964 to date.	
<b>28. BUILDING CONTROL ACT 1990 AND ANY REGULATIONS ORDER OR INSTRUMENT THEREUNDER (REFERRED TO COLLECTIVELY AS "The Regulations")</b>	
1. Is the property or any part thereof affected by any of the provisions of the Regulations.	
2. If it is claimed that the property is not affected by the Regulations state why. Evidence by way of a Statutory Declaration of a competent person may Be required to verify the reply.	
3. If the property is affected by the Regulations furnish now a Certificate / Opinion of Compliance by a competent person confirming that all necessary requirements of the Regulations have been met.	
4a. Has a Commencement Notice been given to the Building Control Authority in respect of the property.	
b. If so furnish now a copy of the same.	
5. If the property is such that a Fire Safety Certificate is one of the requirements of the Regulations:	
a. A copy of the Fire Safety Certificate must be attached to and referred to in the Certificate of Compliance which should confirm that the works to the property have been carried out in accordance with the drawings and other particulars on foot of which the Fire Safety Certificate was obtained and with any conditions of the Fire Safety Certificate.	

b. Confirm that no appeal was made by the Applicant for such Certificate against any of the conditions imposed by the Building Control Authority in such Fire Safety Certificate.	
6a. Has any Enforcement Notice under Section 8 of the Building Control Act been served.	
b. If so furnish now a copy of the Notice and a Certificate of Compliance made by a competent person.	
7. If any application has been made to the District Court under Section 9 of Building Control Act 1990 furnish details of the result of such application.	
8a. Has any application been made to the High Court under Section 12 of Building Control Act 1990.	
b. If so furnish a copy of any Order made by the Court and evidence of any necessary compliance with such Order by a Certificate of a competent person	
<b>29. FIRE SERVICES ACT 1981 (“the Act”)</b>	
<b>30. SAFETY HEALTH AND WELFARE AT WORK (CONSTRUCTION) REGULATIONS 1955 (“the Regulations”)</b>	
<b>31. ENVIRONMENTAL</b>	
<b>32. FOOD HYGIENE REGULATIONS</b>	
<b>33.LEASEHOLD/FEE FARM GRANT PROPERTY</b>	
<b>34. ACQUISITION OF FEE SIMPLE UNDER THE LANDLORD AND TENANT (GROUND RENT) ACT 1967</b>	
<b>35. LOCAL GOVERNMENT (MULTI STOREY BUILDINGS) ACT 1988 (“the 1988 Act”)</b>	
<b>36. NEW FLATS/NEW MANAGED PROPERTIES (In a development hereinafter described as “the Estate”)</b>	
<b>37. SECOND HAND FLATS/ SECOND HAND MANAGED PROPERTIES (In a development hereinafter described as “the Estate”)</b>	
<b>38. TAX BASED INCENTIVES/DESIGNATED AREAS</b>	
<b>39. MILK QUOTAS</b>	
<b>40. LICENSING</b>	
<b>41. RESTAURANT/HOTEL</b>	
<b>42. SPECIAL RESTAURANT LICENCE</b>	
<b>43. DANCING MUSIC AND SINGING</b>	
<b>44. COMPLETION</b>	
Hand over on closing the following documents:	
1a. Original Title Document as set forth in the document schedule of the Contract for Sale.	

2. Deed of Conveyance executed by Vendor adjudicated if applicable.	
3. Evidence of the Vendors PPS numbers.	
4. Vendors Family Home Declaration in accordance with replies to requisitions 24, 25, 26.	
5. Booklet of Title (if any).	
6a Planning documents in respect of construction of original property and any subsequent developments/extensions/conversions, changes of use as follows:	
(1) Grant of Planning Permission	
(2) Building Bye Law Approval	
(3) Commencement Notice	
(4) Fire Safety Certificate	
b. Architect's Opinion and Certificate of compliance with 6(a) 1 & 2 above.	
c. If there is a development which is exempt from planning, please furnish Architect's opinion and compliance with planning laws.	
d. If applicable, standard letter from Planning Authority confirming exemption by virtue of property being constructed by Planning Authority within its own functional area.	
7. Receipts for financial contributions required under Planning Permission.	
8. Letter from local authority confirming roads and services are in charge or solicitors certificate or Indemnity and Maintenance Agreement duly assigned.	
9. Vacate or release of all mortgages appearing on title from the root of title.	
10. Undertaking to discharge mortgage out of proceeds of sale and to furnish vacated mortgage as soon as available thereafter with cheque for £26.00	
11. Receipt for domestic watercharge and refuse charge up to date or other Local Authority charge.	
12. Letter consenting to transfer of telephone line.	
13. Taxation certificates as follows (as may be applicable):	
(1) Capital Gains Tax (where consideration exceeds the Capital Gains Tax Threshold	
(2) Residential Property Tax where thresholds are exceeded	
(3) CAT Discharge for all deaths on prior title.	
(4) Probate Tax Discharge for deaths since 17th June, 1993 (Form PT2)	
14. Letter from Local Authority as to change of address (if applicable).	
15. Home Bond Certificate assigned to Purchaser. (if applicable).	

16. All documents hereinbefore requisitioned.	
<b>KEYS</b>	
<b>45. HAND OVER ON CLOSING</b>	
a. Keys	
b. Possession	
<b>46. THE RIGHT IS RESERVED BY THE PURCHASER TO MAKE ANY FURTHER OBJECTIONS OR REQUISITIONS</b>	

Dated the      day of                      2013

Dated the      day of                      2013

[SYS:CON:Name]  
Solicitor for the Purchaser  
[DIA:Address]

[CAN:Name.Solicitors#01]  
Solicitor for the Vendor  
[CAN:Address.Solicitors#01]

**OBJECTIONS AND REQUISITIONS ON TITLE  
LAND REGISTRY FREEHOLD - RESIDENTIAL**

**VENDOR:** [CAN:Name.Vendors#@&]

**PURCHASER:** [CNT:Name][SYS:iif((LCN:CiNameCon)=", ",  
' and ')[LCN:CiNameCon#01]

**Property:** [CSM:CsPremises]

**OUR REF:** [MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

**Please strike out and/or detach (where appropriate) Requisitions not Applicable**

1. If these requisitions are used for the purpose of a mortgage “Vendor” shall read “Borrower” and “Purchaser” shall read “Lender”

Act shall include any extension amendment modification or re-enactment thereof and any regulation order or instrument made thereunder and for the time being in force.

2. In these Requisitions any reference to any

OBJECTIONS ON TITLE	REPLIES

**Law Society Objections and Requisitions**  
**2001 Edition**  
**©Law Society of Ireland**

<b>REQUISITIONS ON TITLE</b>	<b>REPLIES</b>
Without prejudice to the foregoing objections (if any) the following Requisitions on Title are made	:
<b>1. PREMISES</b>	
1. If any fixtures fittings or chattels included in the sale are the subject of any Lease Rental Hire Purchase Agreement or Chattel Mortgage furnish now Agreement and on closing prove payment to date or (as the case may be ) discharge thereof.	
2. Which of the boundaries belong to the property and which are party:	
3. In relation to boundaries:	
a. Furnish now any Agreements as to repair maintenance or otherwise.	
b. Are there any disputes with the adjoining owner	
4. is the property registered under the National House Building Guarantee Scheme/HomeBond Scheme.	
5. If so and if still in force furnish now Guarantee Certificate/Final Notice	
<b>2. SERVICES</b>	
1. Is the property serviced with:	
a. Drainage-if so, please state whether by mains, septic tank or other	
b. Water	
c. Electricity	
d. Telephone	
e. Gas	
2. If applicable furnish letter(s) consenting to the transfer of the telephone line(s) instrument(s) and number(s) to the Purchaser.	
3. Have the services (including roads lanes footpaths sewers and drains) abutting or servicing the property been taken over by the Local Authority.	
4. Furnish letter from the Local Authority or Solicitors Certificate based on an inspection of the Local Authority records or personal knowledge confirming the position.	
5. If the services are not in charge furnish an Indemnity under Seal	
6. If an Indemnity has been given to the Vendor or his predecessor have it assigned to the Purchaser.	
<b>3. EASEMENTS AND RIGHTS</b>	
1a. Are there any pipes drains sewers wires cable or septic tank on under or over other property which serve the property in sale.	
b. If there are furnish now evidence of the easement grant or way-leave authorising same	
c. What are the Vendor's rights and obligations in	

respect of same.	
2a. Is the property subject to any right of way water light air or drainage or to any other easement or turbary right or other profit a prendre or any reservation covenant condition or restriction or to any right of any kind or	
b. Is the property subject to any liability to repair any road sewer drain or sea wall or to any other similar liability.	
c. If so furnish now details of same.	
<b>4. OBLIGATIONS/PRIVILEGES</b>	
1. Is any road path drain wire cable pipe party wall or other facility (which is not in charge of the Local Authority) used in common with the owner or occupier of any other property.	
2. If so what are the Vendor's rights and obligations in respect of the aforementioned	
3. Furnish now any agreements in relation to such user.	
<b>5. FORESTRY</b>	
<b>6. FISHING</b>	
<b>7. SPORTING</b>	
<b>8. POSSESSION</b>	
Confirm that clear vacant possession of the entire property will be handed over at closing.	
<b>9. TENANCIES</b>	
1a. Is the property or any part of it let.	
b. If so furnish now the Lease or Tenancy Agreement.	
c. If the Tenancy Agreement is not in writing state and provide the terms of the Tenancy.	
d. If the Tenant has completed a Renunciation under the Landlord & Tenant Act, 1994 furnish now copy of same and original on closing.	
2. When exactly did the tenant commence occupation of the property.	
3. Furnish now names of tenants the rents payable and the gale days.	
4a. Was any security deposit paid by the Tenant at the commencement of the tenancy.	
b. If so the amount thereof should be handed to the Purchaser on Closing.	
5a. If the property or any part of it is or was let is it subject to any tenant's claim or future claim for compensation or otherwise	
b. Is the Vendor or his Agent aware of any fact which will or may give rise to any such claim.	
6a. Have any improvements been carried out by the tenant.	
b. If so furnish now details thereof.	
7. On closing hand over letters addressed to tenants	



notifying them of the sale and authorising payment of rents to the Purchaser.	
8. If the tenancy is one to which the Housing (Miscellaneous Provisions) Act 1992 applies:	
a. Have any Notices been served on the Vendor	
b. If so furnish now copies of same and evidence of compliance therewith.	
c. Confirm that the Tenant has been furnished with a rent book.	
d. Furnish certified copy Entry in the Register of the Housing Authority showing the property registered and any changes (as the case may be).	
<b>10. HOUSING (PRIVATE RENTED DWELLINGS) ACTS 1982-1983 (The Acts).</b>	
1. If the property or any part of it is a dwelling within the meaning of The Acts furnish now in respect of each tenant:	
a. The date the tenant commenced to occupy the dwelling.	
b. The age and marital status of the tenant.	
c. The names and ages of those members of the Tenant's family (within the meaning of The Acts) ordinarily residing in the dwelling.	
d. Particulars showing the basic rent of the dwelling pursuant to the Rent Restriction Acts 1960 to 1967.	
e. Copies of all notices served on or by the tenant.	
f. Copies of any orders determining the basic rent of the dwelling or any part thereof.	
2. Confirm that the Vendor is the Landlord within the meaning of The Acts.	
3. Furnish now:	
a. Tenancy Agreement.	
b. Certificate of Registration with the Local Authority	
c. Certificates of Registration of changes in terms of tenancy (if any) with the Local Authority.	
d. Certified copy Court Order or	
e. Certified copy Decision of Rent Tribunal or	
f. Certified copy Decision of Rent Officer.	
4. Has the rent of any tenancy been increased pursuant to Section 11(2) of the 1982 Act. If so vouch compliance therewith by furnishing Statutory Declaration by the Landlord or his Agent and Certificate of Registration.	
5. Confirm that a Rent Book has been furnished to each tenant in compliance with the Regulations pursuant to the 1982 Act.	
6. Has the rent been paid to date.	
7.a. Have any of the tenants made any improvements within the meaning of The Acts.	

b. If so have these improvements been taken into account in determining the rent.	
c. If so what proportion of the rent (if any) has been attributable to such improvements and how was this calculated.	
<b>11. OUTGOINGS</b>	
1. What is the Rateable Valuation of	
a. Lands	
b. Buildings	
2. Has any work been carried out on the property which might result in the valuation being revised.	
3. Has any notice or intimation been given of any change in the Rateable Valuation.	
4. Give particulars of any remission of rates in force.	
5a. Is there or has there been a separate water rate and/or refuse charge payable.	
b. If so give full particulars naming the party to whom payable the basis of the charge and furnish now any Agreement or Contract which regulates such payment.	
6. Give particulars of any other periodic or annual charge which affects the property or any part of it.	
7. Furnish receipts to last accountable date in respect of all outgoings.	
8. Furnish Apportionment Account together with vouchers necessary to vouch same.	
9. Furnish on closing copy letter to Rating Authority notifying them of the change of ownership.	
<b>12. NOTICES</b>	
1a. Has any Notice Certificate or Order been served upon or received by the Vendor or has the Vendor notice of any intention to serve any notice relating to the property or any part of it under the:	
Agricultural Credit Acts	
Air Pollution Act	
Building Control Act	
Conveyancing Acts	
Derelict Sites Acts	
Electricity Supply Acts	
Environmental Agency Act	
Fire Brigade Acts	
Fire Services Acts	
Forestry Acts	
Gas Acts	
Housing Acts	
Housing (Private Rented Dwellings) Acts	
Labourers Acts	
Land Acts	
Landlord and Tenant acts	

Local Government (Planning and Development) Acts	
Local Government (Sanitary Services) Acts	
Mineral Development Acts	
National Monuments Acts	
Office Premises Act	
Petroleum and other Minerals Development Acts	
Public Health Acts	
Registration of Title Act	
Rent Restrictions Acts	
Safety in Industry Acts	
Succession Act	
Water Pollution Act	
Wildlife Act or under any other Act or any Statutory Rule Order or Statutory Instrument.	
b. Furnish now any Notice Certificate or Order so served or received.	
c. Has the same been complied with.	
2a. Has the Vendor served any such Notice.	
b. If so furnish copy now.	
3a. Has a Notice of intention to compulsorily acquire the property or to resume possession of the property or any part of it been served on the Vendor or his Agent by any Local or Statutory Authority or Body or person who has power to acquire the property compulsorily	
b. If so furnish copy now.	
<b>13. SEARCHES</b>	
1. Give the Vendor's full name and present address	
2. Has the Vendor ever executed any document in relation to the property in the Irish equivalent or any other variant of his name	
3. Has the Vendor ever committed an act of bankruptcy or been adjudicated a bankrupt.	
4. Purchaser will make Searches where necessary in the Registry of Deeds Land Registry Judgments (High Court Register of Judgements and Incumbrances affecting Real Estate) Bankruptcy, Bills of Sale, Sheriff's Revenue Sheriff's Office, Companies Office and Planning Office and any acts appearing on any such Search must be explained and/or discharged (where applicable) by the Vendor prior to or at closing.	
5. Hand over now all Searches in Vendor's possession and furnish the Search provided for in the Contract with a full explanation (and discharge if applicable) of any Acts appearing therein.	
<b>14. INCUMBRANCES/PROCEEDINGS</b>	
1. Is the property subject to any:	
a. Mortgage or Charge. If so give full particulars. Evidence or Release or Discharge must be	

furnished on closing.	
b. Charge under the Public health Acts as amended or extended.	
c. Rent charge.	
2a. Has the Vendor or his predecessors in title received any Grant in respect of the property.	
b. If so furnish now particulars including the date of Grant approval.	
c. Is any part repayable.	
3. Has any judgment been obtained against the Vendor which is capable of being registered as a Judgment Mortgage.	
4. Is there any litigation pending or threatened or has any Court Order been made in relation to the property or any part of it or the use thereof or has any adverse claim thereto been made by any person.	
5a. Has any person other than the Vendor made any direct or indirect financial contribution or been the beneficiary of any agreement or arrangement whereby the person has acquired an interest in the property or any part of it.	
b. If so furnish now details of the interest acquired or claimed.	
<b>15. VOLUNTARY DISPOSITIONS/BANKRUPTCY</b>	
If there is a voluntary disposition on Title furnish now in respect of each such disposition:	
a. A Statutory Declaration from the Disponer that the disposition was made bona fide for the purpose of benefiting the Disponee and without fraudulent intent or if this is not within the reasonable procurement of the Vendor confirmation that the Vendor is not aware of any such fraudulent intent.	
b. If the disposition was made within the past 5 years evidence by way of Statutory Declaration of the Disponer that at the date of the disposition the Disponer was solvent and able to meet his/her debts and liabilities without recourse to the property disposed of.	
c. A Bankruptcy Search against the Disponer.	
<b>16. TAXATION</b>	
1a. On the death of any person on the title prior to the 1/4/1975 did any reversionary interest pass.	
b. If so was payment of Estate Duty arising on such passing deferred.	
c. If so a certificate of the subsequent discharge of such duty must be furnished in any case where the reversionary interest fell into possession within six years of the date of this sale.	
2. Furnish a Certificate of absolute discharge from	

any Capital Acquisitions Tax in respect of any gift or inheritance within the last twelve years or any gift within the meaning of Section 8 of any Capital Acquisitions tax Act 1976.	
3. If there has been any taxable gift of the property comprised in the sale within the previous two years furnish now:	
a. Evidence by way of statutory declaration that the disponent is still alive.	
b. Term Assurance/Cash Deposit or other security to cover any additional Capital Acquisitions Tax which may arise by virtue of the death of the donor within two years from the date of the gift.	
4a. Was the property or any part thereof the subject of a discretionary trust as defined by the Finance Act 1984 on the 25th January 1984 or at any time thereafter.	
b. If so furnish now Certificate of discharge from Capital Acquisitions Tax in relation thereto.	
5a. Has there been any death on the title after the 17th June, 1993.	
b. If so furnish Certificate of Discharge from Probate Tax.	
6. Where the title to the property or any part thereof depends on a claim of adverse possession furnish a Certificate of Discharge from Capital Acquisitions Tax pursuant to Section 146 of the Finance Act, 1994	
7. If the consideration exceeds the Capital Gains Tax Threshold current at the date of this contract either in this sale or in the aggregate of this and previous sales between the parties hereto furnish a Certificate under paragraph 11 of the Fourth Schedule to the Capital Gains Tax Act 1975.	
8. In the event of such Certificate not being furnished on or prior to completion the Purchaser shall be bound to pay to the Revenue Commissioners 15% of the total consideration.	
9. If the consideration is of such a kind that a monetary deduction cannot be made and the market value of the property exceeds the Capital Gains Tax Threshold current at the date of this contract furnish a Certificate under paragraph 11 (6) of the Fourth Schedule to the Capital Gains Tax Act 1975.	
10. In the event of the Certificate referred to at 16.9 not being furnished the Purchaser shall be bound to give notice to the Revenue Commissioners of the particulars of the transaction in accordance with paragraph 11(7) of the Fourth Schedule to the Capital Gains Tax Act 1975 as amended by Section 34 Finance Act 1982 and to	

enable the Purchaser to comply with Section 76 of the Finance Act 1995 the Vendor shall provide 15% of the estimated market value of the property to the Purchaser on closing.	
11. Where the property in sale consists in whole or in part of residential property as defined in Section 95 of the Finance Act, 1983 and the consideration exceeds the Residential Property Tax Threshold furnish on or before closing: Was the property acquired after 5 April 1996 by a bona fide purchaser for full consideration in money or moneys worth?	
If the property was not so previously acquired furnish on or before closing	
i. Certificate of Clearance from Residential Property Tax;	
ii. Certificate of Discharge from Residential Property Tax where there has been a transfer between spouses after 17th June 1993.	
12. The Vendor must comply with the Finance Act 1909/10 as amended in relation to Particulars Delivered Stamp.	
13. If the property is partially residential please furnish now draft stamp duty apportionment form, with Vendor's section completed, for consideration together with Estate Agent's valuation to vouch.	
<b>16A VALUE ADDED TAX</b>	
1. History of Vatable Interest	
a. When the Vendor acquired its interest in the Property was VAT incurred on the acquisition price	
b. Did the Vendor acquire its interest in the property as a transfer of a business or part of a business from another vatable person within the meaning of Section 3(5)(b)(iii) VATA, 1972.	
c. Has there been any "development" (within the meaning of the Value Added Tax Act, 1972) on or affecting the property since 1 November 1972.	
d. In relation to any VAT incurred in relation to either activities at 1.1, 1.2 or 1.3 above, did the Vendor become entitled to or recover any element of VAT on the acquisition or development in accordance with Section 12 VATA, 1972	
e. Has the property at any time subsequent to recovering input VAT as indicated at 1.4 above, become the subject of a self-supply within the meaning of Section 3(1)(e) or 3(1)(f), VATA 1972. If so please explain	
2. Is the current supply vatable.	
a. Is the current disposal a transfer of a business or part of a business to another vatable person within	

the meaning of Section 3(5)(b)(iii), VATA 1972.	
b. Does VAT arise on this transaction at any rate of VAT	
c. If no VAT arises, please explain why.	
d. If VAT does arise, please explain why.	
e. If VAT does arise, how is the amount of VAT calculated.	
3. Vendor Charging VAT	
a. Does the Vendor intend to charge VAT to the Purchaser	
b. Is the current disposal a taxable assignment or surrender of a leasehold interest such that the provisions of Section 4(8), VATA 1972 apply so that the Vendor is not accountable for VAT on the supply.	
c. Where it is proposed to charge VAT to the purchaser, please furnish a draft VAT invoice now.	
4. Section 4A VATA 1972 Reverse Charge Procedure	
a. On the creation of a lease of ten years or more where the Purchaser indicates an intention to avail of the Section 4A VATA 1972 procedure, please confirm that the Vendor will agree to use the Section 4A VATA 1972 procedure.	
b. If so please furnish FormVAT 4A with Section a completed.	
c. Please confirm that the Vendor will submit the duly completed Form VAT 4A to its Inspector of Taxes on a timely basis so as to ensure that Form VAT 4B will be available prior to completion.	
5. Other Leasehold Interests	
a. Is the property being disposed of the subject of leasehold interests created by the Vendor or its predecessor, or have any such leasehold interests previously existed since 1 November 1972.	
b. Where there are any Vatable leasehold interests in the property please confirm in respect of each such leasehold interest:	
i. The date of creation of each such lease.	
ii. The date of expiry of the leasehold term	
iii. The VAT charged (if any) on the creation of the lease	
iv Whether the tenant (or its predecessor in title) of any leasehold interest has developed the property(or any part thereof) within the meaning of the VATA 1972 since 1 November 1972.	
v. Whether the provisions of any such Lease contain an option such that the Tenant may extend the please period.	
vi. The VAT life of any such interests.	
c. Has there been any surrender, abandonment,	

ejectment or forfeiture of any such leasehold interest.	
d. Please give details of any such events.	
e. Has there been any “development” (within of the meaning of the VATA 1972) subsequent to any such surrender, abandonment, ejectment or forfeiture.	
<b>17. NON RESIDENT VENDOR</b>	
<b>18. BODY CORPORATE VENDOR</b>	
<b>19. LAND ACT 1965</b>	
<b>20. UNREGISTERED PROPERTY</b>	
<b>21. IDENTITY</b> The identity of the property sold with that to which title is purported to be shown must be proved.	
<b>22. REGISTERED PROPERTY</b>	
1. Furnish now copies of the following:	
a. Certified copy Folio written up to date.	
b. Land Registry Map/ File Plan.	
c. Certificate of Redemption Value of any Land Purchase Annuity unless such Annuity will be automatically removed.	
d. Draft Section 72 Declaration should any such burden affect the property.	
e. Draft Affidavit to convert possessory title to absolute where relevant.	
f. In the case of a transfer of part of a Folio a Site Map complying with Land Registry mapping requirements or a Land Registry Approved Scheme Map.	
2. Furnish on closing:	
a. Original Land Certificate or in the case of the transfer of part of a Folio an Undertaking to lodge it in the Land Registry immediately on completion and a letter consenting to its use for the purpose of the Registration of the Purchaser’s Transfer.	
b. Where the Land Certificate has not issued confirmation that Application has not been made for its issue	
c. Land Registry Map/ File Plan	
d. In the case of the transfer of part of a Folio a Site Map complying with Land Registry Mapping requirements or a Land Registry Approved Scheme Map together with an Undertaking by Vendor to discharge Land Registry mapping queries to include payment Of Land Registry mapping fees.	
Certificate of Redemption Value.	
f. Section 72 Declaration include a paragraph Confirming no deaths or voluntary dispositions On title within the past twelve years.	
g. If the title is possessory or qualified Affidavit or sufficient evidence to enable the Purchaser to	



convert it to absolute	
3. Confirm that Vendor is the registered owner.	
4. Have any Dealings been registered on the folio or any Dealings pending which are not shown on the Folio furnished.	
<b>23. NEWLY ERECTED PROPERTY</b>	
<b>24. FAMILY HOME PROTECTION ACT 1976 (“THE 1976 Act”) FAMILY LAW ACT.1995 (“the 1995 Act”) AND FAMILY LAW (DIVORCE) ACT 1996 (“the 1996 Act”)</b>	
1. Is the property or any part thereof the Vendor’s “Family Home” as defined in either the 1976 Act or the 1995 Act.	
2. If the answer to 24.1 is the affirmative furnish the prior written consent of the Vendor’s spouse and verify the Marriage by Statutory Declaration Exhibiting therein copy civil Marriage Certificate and furnish draft Declaration and copy Exhibit now for approval.	
3. If the answer to 24.1 is the negative state the grounds relied upon and furnish now draft Statutory declaration with exhibits for approval verifying these grounds.	
4. In respect of all “conveyances” (as Defined” in the 1976 Act) of unregistered property made on or after the 12th July 1976 furnish spouses’ prior written consents where appropriate together with Verification of Marriage by Statutory Declaration exhibiting therein copy civil Marriage Certificate or where consent is not necessary furnish evidence verifying same by way of Statutory Declaration	
5a. Did/does the property or any part thereof comprise the “family home” of any person other than the Vendor Or previous owner.	
b. If so give the name of such person and give the nature of the “interest” as defined in the 1976 Act (if any) in the property.	
c. In relation to any such person having an “interest” furnish the prior written consent of that person’s spouse to any “conveyance” (as defined as aforesaid) of that person’s interest in the property or any part thereof since 12th July 1976 and verify such spouse’s marriage by statutory declaration exhibiting therein copy civil marriage certificate.	
d. If such person did not have an “interest” as above in the property or any part of it state the grounds relied upon and furnish now draft statutory Declaration for approval verifying those grounds.	
<b>25. FAMILY LAW ACT 1981 (“the 1981 Act”) AND THE FAMILY LAW ACT 1995 (“the 1995 Act”)</b>	

1. Has there been any disposition of the property to which Section 3 and 4 of the 1981 Act would apply.	
2. If the answer to 25.1 is in the negative furnish statutory declaration verifying this fact on closing and furnish now draft Declaration for approval.	
3. If such a disposition was made then the other party to the engagement and the donor must join in the Deed to release and assure his/her/their respective interest(s) in the property.	
4. Confirm by way of Statutory Declaration that Section 5 of the 1981 Act (as amended by Section 48 of the 1995 Act) does not affect the property (if such is the case) and furnish now draft Declaration for approval.	
<b>26. JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989 (“the 1989 Act”) FAMILY LAW ACT 1995 (“The 1995 Act”) AND FAMILY LAW (DIVORCE) ACT 1996 (“the 1996 Act”)</b>	
1. Confirm by way of Statutory Declaration that no Application or Order has been made under the 1989 Act and that no Order has been made under the 1995 Act.	
2. Confirm that this is not a “disposition” (as defined by the 1989 Act or the 1995 Act) for the purposes of defeating a claim for “financial relief” (as defined in Section 29 of the 1989 Act) or “relief” (as defined in Section 35 of the 1995 Act)	
3. If the Vendor acquired the property after 19/9/1989 confirm that he was a bonafide purchaser for value (other than marriage) without notice of any intention to defeat a claim for financial relief.	
4. Furnish now draft Declaration for approval.	
<b>27. LOCAL GOVERNMENT (PLANNING &amp; DEVELOPMENT) ACT 1963 (“the Planning Act”)</b>	
1. Has there been in relation to the property Any development (including change of use or exempted development) within the meaning of the Planning Act on or after the 1st October, 1964.	
2. In respect of all such developments furnish now (where applicable)	
a. Grant of Planning Permission or	
b. Outline Planning Permission and Grant of Approval.	
c. Building Bye-Law Approval (if applicable)	
d. Evidence of Compliance with the financial conditions by way of letter /receipt from the Local Authority.	

e. Certificate/ Opinion from an Architect/Engineer that the Permission/ Approval relates to the property and that the development has been carried out in conformity with the Permission/Approval and with the Building Bye Law Approval (if applicable) and that all conditions other than financial conditions have been complied with.	
f. In respect of exempted developments in each case state the grounds upon which it is claimed that the development is an exempted development and furnish a certificate/ opinion from an Architect/ Engineer in support of such claim.	
3. In respect of developments completed after the 1st November 1976 furnish now evidence by way of Statutory Declaration of a competent person that each development was completed prior to expiration of the Permission/ Approval.	
4. Is the property subject to:	
a. Any Special Amenity Area Preservation Conservation or any other order under the Planning Acts which affect the property or any part thereof	
b. Any actual or proposed designation of all or any of the property whereby it would become liable to compulsory purchase of acquisition for any purpose under the Planning Acts.	
5. Is there any unauthorised development as defined in the Planning Acts.	
6. If there is any such unauthorised development furnish prior to closing:	
a. A retention permission for such development and	
b. "Save where the retention permission relates only to a change of use and there were no conditions attached to said permission or was granted in respect of a private house more than then years ago) satisfactory evidence from an Architect/ Engineer that the drawings submitted on the application for retention correctly show with the conditions in the said permission and	
c. If applicable satisfactory evidence from an Architect/ Engineer that the development substantially complies with the Bye-Laws or with the Regulations made under the Building Control Act 1990.	
7. What is/are the present use/uses of the property.	
8. Has the property been used for each of the uses aforesaid without material change continuously since the 1st day of October,1964.	
9. Give particulars of any application for permission and /or approval under the Planning Acts and the Building Bye-Laws and state the result thereof.	

10a. Has any Agreement been entered into with the Planning Authority pursuant to Section 38 of the 1963 Act restricting or regulating the development of use of the property.	
b. If so furnish now copy of same.	
11a. Has there been any application for or award of compensation under the Planning Acts.	
b. If so furnish now copy of same.	
c. Has a statement of compensation been registered on the Planning Register under Section 9 of the 1990 Planning Act prohibiting Development of the property under Section 10 of said Act.	
12a. If any development was carried out prior to the 13th of December 1989 and Building Bye-Law Approval was either not obtained or not complied with furnish now Declaration that the Development was completed prior to the 13th of December 1989 and that no Notice under Section 22 of the Building Control Act 1990 was served by the Building Control Authority between the 1st June, 1992 and the 1st of December, 1992.	
b. Has there been any development carried out since the 13th of December 1989 with the benefit of Building Bye-Law Approval. If so Furnish now copy of same and draft Engineer's/ Architect's Opinion of compliance.	
13. Furnish now Statutory Declaration by a competent person evidencing user of the property from the 1st October 1964 to date.	
<b>28. BUILDING CONTROL ACT 1990 AND ANY REGULATIONS ORDER OR INSTRUMENT THEREUNDER (REFERRED TO COLLECTIVELY AS "The Regulations")</b>	
1. Is the property or any part thereof affected by any of the provisions of the Regulations.	
2. If it is claimed that the property is not affected by the Regulations state why Evidence by way of a Statutory Declaration of a competent person may Be required to verify the reply.	
3. If the property is affected by the Regulations furnish now a Certificate / Opinion of Compliance by a competent person confirming that all necessary requirements of the Regulations have been met.	
4a. Has a Commencement Notice been given to the Building Control Authority in respect of the property.	
b. If so furnish now a copy of the same.	
5. If the property is such that a Fire Safety Certificate is one of the requirements of the Regulations	

a. A copy of the Fire Safety Certificate must be attached to and referred to in the Certificate of Compliance which should confirm that the works to the property have been carried out in accordance with the drawings and other particulars on foot of which the Fire Safety Certificate was obtained and with any conditions of the Fire Safety Certificate.	
b. Confirm that no appeal was made by the Applicant for such Certificate against any of the conditions imposed by the Building Control Authority in such Fire Safety Certificate.	
6a. Has any Enforcement Notice under Section 8 of the Building Control Act been served.	
b. If so furnish now a copy of the Notice and a Certificate of Compliance made by a competent person.	
7. If any application has been made to the District Court under Section 9 of Building Control Act 1990 furnish details of the result of such application.	
8a. Has any application been made to the High Court under Section 12 of Building Control Act 1990.	
b. If so furnish a copy of any Order made by the Court and evidence of any necessary compliance with such Order by a Certificate of a competent person	
<b>29. FIRE SERVICES ACT 1981 (“the Act”)</b>	
<b>30. SAFETY HEALTH AND WELFARE AT WORK (CONSTRUCTION) REGULATIONS 1955 (“the Regulations”)</b>	
<b>31. ENVIRONMENTAL</b>	
<b>32. FOOD HYGIENE REGULATIONS</b>	
<b>33. LEASEHOLD/FEE FARM GRANT PROPERTY</b>	
<b>34. ACQUISITION OF FEE SIMPLE UNDER THE LANDLORD AND TENANT (GROUND RENT) ACT 1967</b>	
<b>35. LOCAL GOVERNMENT (MULTI STOREY BUILDINGS) ACT 1988 (“the 1988 Act”)</b>	
<b>36. NEW FLATS/NEW MANAGED PROPERTIES (In a development hereinafter described as “the Estate”)</b>	
<b>37. SECOND HAND FLATS/ SECOND HAND MANAGED PROPERTIES (In a development hereinafter described as “the Estate”)</b>	
<b>38. TAX BASED INCENTIVES/DESIGNATED AREAS</b>	
<b>39. MILK QUOTAS</b>	
<b>40. LICENSING</b>	

<b>41. RESTAURANT/HOTEL</b>	
<b>42. SPECIAL RESTAURANT LICENCE</b>	
<b>43. DANCING MUSIC AND SINGING</b>	
<b>44. COMPLETION</b>	
Hand over on closing the following documents:	
1a. Original Land Certificate.	
b. If Land Certificate is not available please furnish letter confirming that no application have been made for same.	
c. If Land Certificate is lodged in the Land Registry, please furnish letter of consent for the use of same.	
2. Deed of Transfer executed by Vendor adjudicated if applicable.	
3. P.D. Forms in triplicate.	
4. Certified copy Folio brought up to date with file plan attached.	
5. Vendors Family Home Declaration in accordance with replies to requisitions 24, 25, 26	
6. Vendors Section 72 Declaration.	
7. Booklet of Title (if any).	
8a Planning documents in respect of construction of original property and any subsequent developments/extensions/conversions, changes of use as follows:	
(1) Grant of Planning Permission	
(2) Building Bye Law Approval	
(3) Commencement Notice	
(4) Fire Safety Certificate	
b Architect's Opinion and Certificate of compliance with 8a (1) & (2) above.	
c. If there is a development which is exempt from planning, please furnish Architect's opinion and compliance with planning laws.	
d. If applicable, standard letter from Planning Authority confirming exemption by virtue of property being constructed by Planning Authority within its own functional area.	
9. Receipts for financial contributions required under Planning Permission.	
10. Letter from local authority confirming roads and services are in charge or solicitors certificate or indemnity and Maintenance Agreement duly assigned.	
11. Omnibus letter dealing with deaths, voluntary dispositions dealings pending, undertaking to discharge Land Registry queries and prior charges.	
12. Receipt for domestic watercharge and refuse charge up to date or other Local Authority charge.	
13. Letter consenting to transfer of telephone line.	
14. Taxation certificates as follows (as may be	

applicable):	
(1) Capital Gains Tax (where consideration exceeds the Capital Gains Tax Threshold)	
(2) Residential Property Tax where thresholds are exceeded	
(3) CAT Discharge for all deaths on prior title.	
(4) Probate Tax Discharge for deaths since 17th June, 1993 (Form PT2)	
15. Letter from Local Authority as to change of address (if applicable).	
16. Home Bond Certificate assigned to Purchaser. (if applicable).	
17. All documents hereinbefore requisitioned.	
<b>KEYS</b>	
<b>45. HAND OVER ON CLOSING</b>	
a. Keys	
b. Possession	
<b>46. THE RIGHT IS RESERVED BY THE PURCHASER TO MAKE ANY FURTHER OBJECTIONS OR REQUISITIONS</b>	

Dated the      day of                      2013

[SYS:CON:Name]  
Solicitor for the Purchaser  
[DIA:Address]

Dated the      day of                      2013

[CAN:Name.Solicitors#01]  
Solicitor for the Vendor  
[CAN:Address.Solicitors#01]

**OBJECTIONS AND REQUISITIONS ON TITLE  
REGISTRY OF DEEDS LEASEHOLD - RESIDENTIAL**

**VENDOR:** [CAN:Name.Vendors#@ &]

**PURCHASER:** [CNT:Name][SYS:iif((LCN:ClNameCon)=", ",  
' and ')[LCN:ClNameCon#01]

**Property:** [CSM:CsPremises]

**OUR REF:** [MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

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**Please strike out and/or detach (where appropriate) Requisitions not Applicable**



1. If these requisitions are used for the purpose of a mortgage “Vendor” shall read “Borrower” and “Purchaser” shall read “Lender”

2. In these Requisitions any reference to any Act shall include any extension amendment modification or re-enactment thereof and any regulation order or instrument made thereunder and for the time being in force.

<b>OBJECTIONS ON TITLE</b>	<b>REPLIES</b>

**Law Society Objections and Requisitions**  
**2001 Edition**  
 © Law Society of Ireland

<b>REQUISITIONS ON TITLE</b>	<b>REPLIES</b>
Without prejudice to the foregoing objections (if any) the following Requisitions on Title are made:	
<b>1. PREMISES</b>	
1. If any fixtures fittings or chattels included in the sale are the subject of any Lease Rental Hire Purchase Agreement or Chattel Mortgage furnish now Agreement and on closing prove payment to date or (as the case may be ) discharge thereof.	
2. Which of the boundaries belong to the property and which are party:	
3. In relation to boundaries:	
a. Furnish now any Agreements as to repair maintenance or otherwise.	
b. Are there any disputes with the adjoining owner.	
4. Is the property registered under the National House Building Guarantee Scheme/HomeBond Scheme.	
5. If so and if still in force furnish now Guarantee Certificate/Final Notice	
<b>2. SERVICES</b>	
1. Is the property serviced with:	
a. Drainage-if so, please state whether by mains, septic tank or other	
b. Water	
c. Electricity	
d. Telephone	
e. Gas	
2. If applicable furnish letter(s) consenting to the transfer of the telephone line(s) instrument(s) and number(s) to the Purchaser.	
3. Have the services (including roads lanes footpaths sewers and drains) abutting or servicing the property been taken over by the Local Authority.	
4. Furnish letter from the Local Authority or Solicitors Certificate based on an inspection of the Local Authority records or personal knowledge confirming the position.	
5. If the services are not in charge furnish an Indemnity under Seal.	
6. If an Indemnity has been given to the Vendor or his predecessor have it assigned to the Purchaser.	
<b>3. EASEMENTS AND RIGHTS</b>	
1a. Are there any pipes drains sewers wires cable or septic tank on under or over other property which serve the property in sale.	
b. If there are furnish now evidence of the easement grant or way-leave authorising same	
c. What are the Vendor's rights and obligations in	

respect of same.	
2a. Is the property subject to any right of way water light air or drainage or to any other easement or turbary right or other profit a prendre or any reservation covenant condition or restriction or to any right of any kind or	
b. Is the property subject to any liability to repair any road sewer drain or sea wall or to any other similar liability.	
c. If so furnish now details of same.	
<b>4. OBLIGATIONS/PRIVILEGES</b>	
1. Is any road path drain wire cable pipe party wall or other facility (which is not in charge of the Local Authority) used in common with the owner or occupier of any other property.	
2. If so what are the Vendor's rights and obligations in respect of the aforementioned	
3. Furnish now any agreements in relation to such user.	
<b>5. FORESTRY</b>	
<b>6. FISHING</b>	
<b>7. SPORTING</b>	
<b>8. POSSESSION</b>	
Confirm that clear vacant possession of the entire property will be handed over at closing.	
<b>9. TENANCIES</b>	
1a. Is the property or any part of it let.	
b. If so furnish now the Lease or Tenancy Agreement.	
c. If the Tenancy Agreement is not in writing state and provide the terms of the Tenancy.	
d. If the Tenant has completed a Renunciation under the Landlord & Tenant Act, 1994 furnish now copy of same and original on closing.	
2. When exactly did the tenant commence occupation of the property.	
3. Furnish now names of tenants the rents payable and the gale days.	
4a. Was any security deposit paid by the Tenant at the commencement of the tenancy.	
b. If so the amount thereof should be handed to the Purchaser on Closing.	
5a. If the property or any part of it is or was let is it subject to any tenant's claim or future claim for compensation or otherwise.	
b. Is the Vendor or his Agent aware of any fact which will or may give rise to any such claim.	
6a. Have any improvements been carried out by the tenant.	
b. If so furnish now details thereof.	
7. On closing hand over letters addressed to	

tenants notifying them of the sale and authorising payment of rents to the Purchaser.	
8. If the tenancy is one to which the Housing (Miscellaneous Provisions) Act 1992 applies:	
a. Have any Notices been served on the Vendor	
b. If so furnish now copies of same and evidence of compliance therewith.	
c. Confirm that the Tenant has been furnished with a rent book.	
d. Furnish certified copy Entry in the Register of the Housing Authority showing the property registered and any changes (as the case may be).	
<b>10. HOUSING (PRIVATE RENTED DWELLINGS) ACTS 1982-1983 (The Acts).</b>	
1. If the property or any part of it is a dwelling within the meaning of The Acts furnish now in respect of each tenant:	
a. The date the tenant commenced to occupy the dwelling.	
b. The age and marital status of the tenant.	
c. The names and ages of those members of the Tenant's family (within the meaning of The Acts) ordinarily residing in the dwelling.	
d. Particulars showing the basic rent of the dwelling pursuant to the Rent Restriction Acts 1960 to 1967.	
e. Copies of all notices served on or by the tenant.	
f. Copies of any orders determining the basic rent of the dwelling or any part thereof.	
2. Confirm that the Vendor is the Landlord within the meaning of The Acts.	
3. Furnish now:	
a. Tenancy Agreement.	
b. Certificate of Registration with the Local Authority	
c. Certificates of Registration of changes in terms of tenancy (if any) with the Local Authority.	
d. Certified copy Court Order or	
e. Certified copy Decision of Rent Tribunal or	
f. Certified copy Decision of Rent Officer.	
4. Has the rent of any tenancy been increased pursuant to Section 11(2) of the 1982 Act. If so vouch compliance therewith by furnishing Statutory Declaration by the Landlord or his Agent and Certificate of Registration.	
5. Confirm that a Rent Book has been furnished to each tenant in compliance with the Regulations pursuant to the 1982 Act.	
6. Has the rent been paid to date.	
7a. Have any of the tenants made any improvements within the meaning of The Acts.	

b. If so have these improvements been taken into account in determining the rent.	
c. If so what proportion of the rent (if any) has been attributable to such improvements and how was this calculated.	
<b>11. OUTGOINGS</b>	
1. What is the Rateable Valuation of:	
a. Lands	
b. Buildings	
2. Has any work been carried out on the property which might result in the valuation being revised.	
3. Has any notice or intimation been given of any change in the Rateable Valuation.	
4. Give particulars of any remission of rates in force.	
5a. Is there or has there been a separate water rate and/or refuse charge payable.	
b. If so give full particulars naming the party to whom payable the basis of the charge and furnish now any Agreement or Contract which regulates such payment.	
6. Give particulars of any other periodic or annual charge which affects the property or any part of it.	
7. Furnish receipts to last accountable date in respect of all outgoings.	
8. Furnish Apportionment Account together with vouchers necessary to vouch same.	
9. Furnish on closing copy letter to Rating Authority notifying them of the change of ownership.	
<b>12. NOTICES</b>	
1a. Has any Notice Certificate or Order been served upon or received by the Vendor or has the Vendor notice of any intention to serve any notice relating to the property or any part of it under the	
a. Agricultural Credit Acts	
Air Pollution Act	
Building Control Act	
Conveyancing Acts	
Derelict Sites Acts	
Electricity Supply Acts	
Environmental Agency Act	
Fire Brigade Acts	
Fire Services Acts	
Forestry Acts	
Gas Acts	
Housing Acts	
Housing (Private Rented Dwellings) Acts	
Labourers Acts	
Land Acts	
Landlord and Tenant acts	

Local Government (Planning and Development) Acts	
Local Government (Sanitary Services) Acts	
Mineral Development Acts	
National Monuments Acts	
Office Premises Act	
Petroleum and other Minerals Development Acts	
Public Health Acts	
Registration of Title act	
Rent Restrictions Acts	
Safety in Industry Acts	
Succession Act	
Water Pollution Act	
Wildlife Act	
or under any other Act or any Statutory Rule Order or Statutory Instrument.	
b. Furnish now any Notice Certificate or Order so served or received.	
c. Has the same been complied with.	
2.a. Has the Vendor served any such Notice.	
b. If so furnish copy now.	
3a. Has a Notice of intention to compulsorily acquire the property or to resume possession of the property or any part of it been served on the Vendor or his Agent by any Local or Statutory Authority or Body or person who has power to acquire the property compulsorily.	
b. If so furnish copy now.	
<b>13. SEARCHES</b>	
1. Give the Vendor's full name and present address	
2. Has the Vendor ever executed any document in relation to the property in the Irish equivalent or any other variant of his name	
3. Has the Vendor ever committed an act of bankruptcy or been adjudicated a bankrupt.	
4. Purchaser will make Searches where necessary in the Registry of Deeds Land Registry Judgments (High Court Register of Judgements and Incumbrances affecting Real Estate) Bankruptcy, Bills of Sale, Sheriff's Revenue Sheriff's Office, Companies Office and Planning Office and any acts appearing on any such Search must be explained and/or discharged (where applicable) by the Vendor prior to or at closing.	
5. Hand over now all Searches in Vendor's possession and furnish the Search provided for in the Contract with a full explanation (and discharge if applicable) of any Acts appearing therein.	
<b>14. INCUMBRANCES/PROCEEDINGS</b>	
1. Is the property subject to any:	
a. Mortgage or Charge. If so give full particulars.	

Evidence or Release or Discharge must be furnished on closing.	
b. Charge under the Public health Acts as amended or extended.	
c. Rent charge.	
2a. Has the Vendor or his predecessors in title received any Grant in respect of the property.	
b. If so furnish now particulars including the date of Grant approval. Is any part repayable.	
3. Has any judgment been obtained against the Vendor which is capable of being registered as a Judgment Mortgage.	
4. Is there any litigation pending or threatened or has any Court Order been made in relation to the property or any part of it or the use thereof or has any adverse claim thereto been made by any person.	
5a. Has any person other than the Vendor made any direct or indirect financial contribution or been the beneficiary of any agreement or arrangement whereby the person has acquired an interest in the property or any part of it.	
b. If so furnish now details of the interest acquired or claimed.	
<b>15. VOLUNTARY DISPOSITIONS/BANKRUPTCY</b>	
If there is a voluntary disposition on Title furnish now in respect of each such disposition:	
a. A Statutory Declaration from the Disposer that the disposition was made bona fide for the purpose of benefiting the Disponee and without fraudulent intent or if this is not within the reasonable procurement of the Vendor confirmation that the Vendor is not aware of any such fraudulent intent.	
b. If the disposition was made within the past 5 years evidence by way of Statutory Declaration of the Disposer that at the date of the disposition the Disposer was solvent and able to meet his/her debts and liabilities without recourse to the property disposed of.	
c. A Bankruptcy Search against the Disposer.	
<b>16. TAXATION</b>	
1a. On the death of any person on the title prior to the 1/4/1975 did any reversionary interest pass.	
b. If so was payment of Estate Duty arising on such passing deferred.	
c. If so a certificate of the subsequent discharge of such duty must be furnished in any case where the reversionary interest fell into possession within six years of the date of this sale.	
2. Furnish a Certificate of absolute discharge from	



any Capital Acquisitions Tax in respect of any gift or inheritance within the last twelve years or any gift within the meaning of Section 8 of any Capital Acquisitions tax Act 1976.	
3. If there has been any taxable gift of the property comprised in the sale within the previous two years furnish now:	
a. Evidence by way of statutory declaration that the disponer is still alive.	
b. Term Assurance/Cash Deposit or other security to cover any additional Capital Acquisitions Tax which may arise by virtue of the death of the donor within two years from the date of the gift.	
4a. Was the property or any part thereof the subject of a discretionary trust as defined by the Finance Act 1984 on the 25th January 1984 or at any time thereafter.	
b. If so furnish now Certificate of discharge from Capital Acquisitions Tax in relation thereto.	
5a. Has there been any death on the title after the 17th June, 1993.	
b. If so furnish Certificate of Discharge from Probate Tax.	
6. Where the title to the property or any part thereof depends on a claim of adverse possession furnish a Certificate of Discharge from Capital Acquisitions Tax pursuant to Section 146 of the Finance Act, 1994.	
7. If the consideration exceeds the Capital Gains Tax Threshold current at the date of this contract either in this sale or in the aggregate of this and previous sales between the parties hereto furnish a Certificate under paragraph 11 of the Fourth Schedule to the Capital Gains Tax Act 1975.	
8. In the event of such Certificate not being furnished on or prior to completion the Purchaser shall be bound to pay to the Revenue Commissioners 15% of the total consideration.	
9. If the consideration is of such a kind that a monetary deduction cannot be made and the market value of the property exceeds the Capital Gains Tax Threshold current at the date of this contract furnish a Certificate under paragraph 11 (6) of the Fourth Schedule to the Capital Gains Tax Act 1975.	
10. In the event of the Certificate referred to at 16.9 not being furnished the Purchaser shall be bound to give notice to the Revenue Commissioners of particulars of the transaction in accordance with paragraph 11(7) of the Fourth Schedule to the Capital Gains Tax Act 1975 as amended by Section 34 Finance Act 1982 and to	

enable the Purchaser to comply with Section 76 of the Finance Act 1995 the Vendor shall provide 15% of the estimated market value of the property to the Purchaser on closing.	
11. Where the property in sale consists in whole or in part of residential property as defined in Section 95 of the Finance Act, 1983 and the consideration exceeds the Residential Property Tax Threshold current at this date of contract:	
Was the property acquired after 5 April 1996 by a bona fide purchaser for full consideration in money or moneys worth? If the property was not so previously acquired furnish on or before closing	
i. Certificate of Clearance from Residential Property Tax;	
ii. Certificate of Discharge from Residential Property Tax where there has been a transfer between spouses after 17th June 1993.	
12. The Vendor must comply with the Finance Act 1909/10 as amended in relation to Particulars Delivered Stamp.	
13. If the property is partially residential please furnish now draft stamp duty apportionment form, with Vendor's section completed, for consideration together with Estate Agent's valuation to vouch.	
<b>16A. VALUE ADDED TAX</b>	
1. History of Vatable Interest	
a. When the Vendor acquired its interest in the Property was VAT incurred on the acquisition price	
b. Did the Vendor acquire its interest in the property as a transfer of a business or part of a business from another vatable person within the meaning of Section 3(5)(b)(iii) VATA, 1972.	
c. Has there been any "development" (within the meaning of the Value Added Tax Act, 1972) on or affecting the property since 1 November 1972.	
d. In relation to any VAT incurred in relation to either activities at 1.1, 1.2 or 1.3 above, did the Vendor become entitled to or recover any element of VAT on the acquisition or development in accordance with Section 12 VATA, 1972	
e. Has the property at any time subsequent to recovering input VAT as indicated at 1.4 above, become the subject of a self-supply within the meaning of Section 3(1)(e) or 3(1)(f), VATA 1972. If so please explain.	
2. Is the current supply vatable.	
a. Is the current disposal a transfer of a business or part of a business to another vatable person within	

the meaning of Section 3(5)(b)(iii), VATA 1972.	
b. Does VAT arise on this transaction at any rate of VAT	
c. If no VAT arises, please explain why.	
d If VAT does arise, please explain why.	
e. If VAT does arise, how is the amount of VAT calculated.	
3. Vendor Charging VAT	
a. Does the Vendor intend to charge VAT to the Purchaser	
b. Is the current disposal a taxable assignment or surrender of a leasehold interest such that the provisions of Section 4(8), VATA 1972 apply so that the Vendor is not accountable for VAT on the supply.	
c. Where it is proposed to charge VAT to the purchaser, please furnish a draft VAT invoice now	
4. Section 4A VATA 1972 Reverse Charge Procedure	
a. On the creation of a lease of ten years or more where the Purchaser indicates an intention to avail of the Section 4A VATA 1972 procedure, please confirm that the Vendor will agree to use the Section 4A VATA 1972 procedure.	
b. If so please furnish FormVAT 4A with Section a completed.	
c. Please confirm that the Vendor will submit the duly completed Form VAT 4A to its Inspector of Taxes on a timely basis so as to ensure that Form VAT 4B will be available prior to completion.	
5. Other Leasehold Interests	
a. Is the property being disposed of the subject of leasehold interests created by the Vendor or its predecessor, or have any such leasehold interests previously existed since 1 November 1972.	
b. Where there are any Vatable leasehold interests in the property please confirm in respect of each such leasehold interest:	
i. The date of creation of each such lease.	
ii. The date of expiry of the leasehold term	
iii. The VAT charged (if any) on the creation of the lease	
iv Whether the tenant (or its predecessor in title) of any leasehold interest has developed the property(or any part thereof) within the meaning of the VATA 1972 since 1 November 1972.	
v. Whether the provisions of any such Lease contain an option such that the Tenant may extend the please period.	
vi. The VAT life of any such interests.	
c. Has there been any surrender, abandonment,	

ejectment or forfeiture of any such leasehold interest.	
d. Please give details of any such events.	
e. Has there been any “development” (within of the meaning of the VATA 1972) subsequent to any such surrender, abandonment, ejectment or forfeiture.	
<b>17. NON RESIDENT VENDOR</b>	
<b>18. BODY CORPORATE VENDOR</b>	
<b>19. LAND ACT 1965</b>	
<b>20. UNREGISTERED PROPERTY</b>	
1. Furnish now a written Assent by the Personal Representative of any person on the title who died after 31st of May 1959.	
2. If all or any of the property is unregistered land the registration of which was compulsory prior to the date of Contract procure such registration prior to completion of the sale.	
3. If all or any of the property is unregistered land the registration of which will become compulsory by virtue of this sale furnish now:	
a. A map of the property complying With the requirements of the Land Registry.	
b. Vendor’s undertaking that if requested to do so within two years from the completion of sale he shall at the Purchaser’s expense supply any additional information which he may reasonably be able to supply and produce and furnish any documents in his possession that may be required to effect such registration.	
4. Where may the originals of all Title Documents be inspected.	
5. Which of them will be delivered to the Purchaser on completion.	
6. If applicable who will give the Purchaser the usual statutory acknowledgement and undertaking for the production and safe custody of those documents not handed over.	
<b>21. IDENTITY</b>	
The identity of the property sold with that to which title is purported to be shown must be proved.	
<b>22. REGISTERED PROPERTY</b>	
<b>23. NEWLY ERECTED PROPERTY</b>	
<b>24. FAMILY HOME PROTECTION ACT 1976 (“THE 1976 Act”) FAMILY LAW ACT 1995 (“the 1995 Act”) AND FAMILY LAW DIVORCE ACT 1996 (“the 1996 Act”)</b>	
1. Is the property or any part thereof the Vendor’s “Family Home” as defined in either the 1976 Act or the 1995 Act.	
2. If the answer to 24.1 is the affirmative furnish	

the prior written consent of the Vendor's spouse and verify the Marriage by Statutory Declaration Exhibiting therein copy civil Marriage Certificate and furnish draft Declaration and copy Exhibit now for approval.	
3. If the answer to 24.1 is the negative state the grounds relied upon and furnish now draft Statutory Declaration with exhibits for approval verifying these grounds.	
4. In respect of all "conveyances" (as Defined" in the 1976 Act) of unregistered property made on or after the 12th July 1976 furnish spouses' prior written consents where appropriate together with Verification of Marriage by Statutory Declaration exhibiting therein copy civil Marriage Certificate or where consent is not necessary furnish evidence verifying same by way of Statutory Declaration	
5a. Did/does the property or any part thereof comprise the "family home" of any person other than the Vendor Or previous owner.	
b. If so give the name of such person and give the nature of the "interest" as defined in the 1976 Act (if any) in the property.	
c. In relation to any such person having an "interest" furnish the prior written consent of that person's spouse to any "conveyance" (as defined as aforesaid) of that person's interest in the property or any part thereof since 12th July 1976 and verify such spouse's marriage by statutory declaration exhibiting therein copy civil marriage certificate.	
d. If such person did not have an "interest" as above in the property or any part of it state the grounds relied upon and furnish now draft statutory Declaration for approval verifying those grounds.	
<b>25. FAMILY LAW ACT 1981 ("the 1981 Act") AND THE FAMILY LAW ACT 1995 ("the 1995 Act")</b>	
1. Has there been any disposition of the property to which Section 3 and 4 of the 1981 Act would apply.	
2. If the answer to 25.1 is in the negative furnish statutory declaration verifying this fact on closing and furnish now draft Declaration for approval.	
3. If such a disposition was made then the other party to the engagement and the donor must join in the Deed to release and assure his/her/their respective interest(s) in the property.	
4. Confirm by way of Statutory Declaration that Section 5 of the 1981 Act (as amended by Section 48 of the 1995 Act) does not affect the property (if	

such is the case) and furnish now draft Declaration for approval.	
<b>26. JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989 (“the 1989 Act”) FAMILY LAW ACT 1995 (“The 1995 Act”) AND FAMILY LAW (DIVORCE) ACT 1996 (“THE 1996 Act”)</b>	
1. Confirm by way of Statutory Declaration that no Application or Order has been made under the 1989 Act and that no Order has been made under the 1995 Act.	
2. Confirm that this is not a “disposition” (as defined by the 1989 Act or the 1995 Act) for the purposes of defeating a claim for “financial relief” (as defined in Section 29 of the 1989 Act) or “relief” (as defined in Section 35 of the 1995 Act)	
3. If the Vendor acquired the property after 19/9/1989 confirm that he was a bona fide purchaser for value (other than marriage) without notice of any intention to defeat a claim for financial relief.	
4. Furnish now draft Declaration for approval.	
<b>27. OCAL GOVERNMENT (PLANNING &amp; DEVELOPMENT) ACT 1963 (“the Planning Act”)</b>	
1. Has there been in relation to the property Any development (including change of use or exempted development) within the meaning of the Planning Act on or after the 1st October, 1964.	
2. In respect of all such developments furnish now (where applicable):	
a. Grant of Planning Permission or	
b. Outline Planning Permission and Grant of Approval.	
c. Building Bye-Law Approval (if applicable)	
d. Evidence of Compliance with the financial conditions by way of letter /receipt from the Local Authority.	
e. Certificate/Opinion from an Architect/Engineer that the Permission/ Approval relates to the property and that the development has been carried out in conformity with the Permission/Approval and with the Building Bye Law Approval (if applicable) and that all conditions other than financial conditions have been complied with.	
f. In respect of exempted developments in each case state the grounds upon which it is claimed that the development is an exempted development and furnish a certificate/ opinion from an Architect/ Engineer in support of such claim.	
3. In respect of developments completed after the	

1st November 1976 furnish now evidence by way of Statutory Declaration of a competent person that each development was completed prior to expiration of the Permission/ Approval.	
4. Is the property subject to:	
a. Any Special Amenity Area Preservation Conservation or any other order under the Planning Acts which affect the property or any part thereof.	
b. Any actual or proposed designation of all or any of the property whereby it would become liable to compulsory purchase of acquisition for any purpose under the Planning Acts.	
5. Is there any unauthorised development as defined in the Planning Acts.	
6. If there is any such unauthorised development furnish prior to closing:	
a. A retention permission for such development and	
b. "Save where the retention permission relates only to a change of use and there were no conditions attached to said permission or was granted in respect of a private house more than then years ago) satisfactory evidence from an Architect/ Engineer that the drawings submitted on the application for retention correctly show with the conditions in the said permission and	
c. If applicable satisfactory evidence from an Architect/ Engineer that the development substantially complies with the Bye-Laws or with the Regulations made under the Building Control Act 1990.	
7. What is/are the present use/uses of the property.	
8. Has the property been used for each of the uses aforesaid without material change continuously since the 1st day of October,1964.	
9. Give particulars of any application for permission and /or approval under the Planning Acts and the Building Bye-Laws and state the result thereof.	
10a. Has any Agreement been entered into with the Planning Authority pursuant to Section 38 of the 1963 Act restricting or regulating the development of use of the property.	
b. If so furnish now copy of same.	
11a. Has there been any application for or award of compensation under the Planning Acts.	
b. If so furnish now copy of same.	
c. Has a statement of compensation been registered on the Planning Register under Section 9 of the 1990 Planning Act prohibiting Development of the	

property under Section 10 of said Act.	
12a. If any development was carried out prior to the 13th of December 1989 and Building Bye-Law Approval was either not obtained or not complied with furnish now Declaration that the Development was completed prior to the 13th of December 1989 and that no Notice under Section 22 of the Building Control Act 1990 was served by the Building Control Authority between the 1st June, 1992 and the 1st of December, 1992.	
b. Has there been any development carried out since the 13th of December 1989 with the benefit of Building Bye-Law Approval. If so Furnish now copy of same and draft Engineer's/ Architect's Opinion of Compliance.	
13. Furnish now Statutory Declaration by a competent person evidencing user of the property from the 1st October 1964 to date.	
<b>28. BUILDING CONTROL ACT 1990 AND ANY REGULATIONS ORDER OR INSTRUMENT HEREUNDER (REFERRED TO COLLECTIVELY AS "The Regulations")</b>	
1. Is the property or any part thereof affected by any of the provisions of the Regulations.	
2. If it is claimed that the property is not affected by the Regulations state why. Evidence by way of a Statutory Declaration of a competent person may Be required to verify the reply.	
3. If the property is affected by the Regulations furnish now a Certificate / Opinion of Compliance by a competent person confirming that all necessary requirements of the Regulations have been met.	
4a. Has a Commencement Notice been given to the Building Control Authority in respect of the property.	
b. If so furnish now a copy of the same.	
5. If the property is such that a Fire Safety Certificate is one of the requirements of the Regulations:	
a. A copy of the Fire Safety Certificate must be attached to and referred to in the Certificate of Compliance which should confirm that the works to the property have been carried out in accordance with the drawings and other particulars on foot of which the Fire Safety Certificate was obtained and with any conditions of the Fire Safety Certificate.	
b. Confirm that no appeal was made by the Applicant for such Certificate against any of the conditions imposed by the Building Control Authority in such Fire Safety Certificate.	
6a. Has any Enforcement Notice under Section 8	



of the Building Control Act been served.	
b. If so furnish now a copy of the Notice and a Certificate of Compliance made by a competent person.	
7. If any application has been made to the District Court under Section 9 of Building Control Act 1990 furnish details of the result of such application.	
8a. Has any application been made to the High Court under Section 12 of Building Control Act 1990.	
b. If so furnish a copy of any Order made by the Court and evidence of any necessary compliance with such Order by a Certificate of a competent person	
<b>29. FIRE SERVICES ACT 1981 (“the Act”)</b>	
<b>30. SAFETY HEALTH AND WELFARE AT WORK (CONSTRUCTION) REGULATIONS 1955 (“the Regulations”)</b>	
<b>31. ENVIRONMENTAL</b>	
<b>32. FOOD HYGIENE REGULATIONS</b>	
<b>33. LEASEHOLD/FEE FARM GRANT PROPERTY</b>	
1. Furnish evidence of the title to make the Lease / Fee Farm Grant.	
2. Prove performance and observance of the covenants and conditions contained in the Lease / Fee Farm Grant.	
3. Has any Notice affecting the property been served by the Lessor/Grantor.	
4. Has there been any breach non observance or non-performance of any of the covenants conditions or stipulations contained in the Lease/ Fee Farm Grant.	
5. Produce for inspection and hand over at closing the last receipt for rent payable.	
6. Furnish the name and address of the person to whom the rent is now payable and the amount payable showing any deductions or adjustments together with copy letter to such person notifying them of the Assignment.	
7. If the rent is nominal and has been demanded in the case of a Lease for six years or a Fee Farm Grant for twelve years furnish now a draft of a Declaration to be completed by the Vendor on closing containing a statement that:	
a. No rent during that period has been demanded.	
b. No notices have been served upon him.	
c. There have been no breaches or non observance of the covenants and conditions contained in the Lease/Fee Farm Grant.	

8. Confirm that an allowance will be made in the apportionment account in respect of any unpaid rent for the past six/twelve years.	
9. Furnish the consent of the Landlord to the Assignment (if applicable) by way of endorsement on the Deed.	
<b>34. ACQUISITION OF FEE SIMPLE UNDER THE LANDLORD AND TENANT (GROUND RENT) ACT 1967</b>	
1. Has the Vendor taken any steps to acquire the Fee Simple	
2. If so what is the nature of the application i.e. is it by way of Vesting Certificate or otherwise.	
3. If it is by way of Vesting Certificate furnish copy thereof (if issued).	
4. If the Vesting Certificate has not issued confirm whether the application for the vesting is being processed by way of consent or arbitration.	
5. If the acquisition is by way of consent furnish the consent of the original application to the issue of the Vesting Certificate in the name of the Purchaser.	
6. If the application is by way of arbitration furnish the consent of the original applicant to the continuation of the arbitration by the Land Registry on behalf of the Purchaser.	
7. If the Vesting Certificate has not been registered arrange to have registration effected prior to completion.	
8. If the Vendor has taken steps to acquire the Fee Simple and the acquisition is not by way of Vesting Certificate furnish details	
<b>35. LOCAL GOVERNMENT (MULTI STOREY BUILDINGS) ACT 1988 (“the 1988 Act”)</b>	
<b>36. NEW FLATS/NEW MANAGED PROPERTIES (In a development hereinafter described as “the Estate”)</b>	
<b>37. SECOND HAND FLATS/ SECOND HAND MANAGED PROPERTIES (In a development hereinafter described as “the Estate”)</b>	
<b>38. TAX BASED INCENTIVES/DESIGNATED AREAS</b>	
<b>39. MILK QUOTAS</b>	
<b>40. LICENSING</b>	
<b>41. RESTAURANT/HOTEL</b>	
<b>42. SPECIAL RESTAURANT LICENCE</b>	
<b>43. DANCING MUSIC AND SINGING</b>	
<b>44. COMPLETION</b>	
Hand over on closing the following documents:	
1a. Original Title Document as set forth in the	

document schedule of the Contract for Sale.	
2. Deed of Assignment and Memorial executed by Vendor adjudicated if applicable.	
3. PPS numbers of the Vendors.	
4. Vendors Family Home Declaration in accordance with replies to requisitions 24, 25, 26.	
5. Booklet of Title (if any).	
6a Planning documents in respect of construction of original property and any subsequent developments/extensions/conversions, changes of use as follows:	
(1) Grant of Planning Permission	
(2) Building Bye Law Approval	
(3) Commencement Notice	
(4) Fire Safety Certificate	
b Architect's Opinion and Certificate of compliance with 6(a) 1 & 2 above.	
C If there is a development which is exempt from planning, please furnish Architect's opinion and compliance with planning laws.	
d. If applicable, standard letter from Planning Authority confirming exemption by virtue of property being constructed by Planning Authority within its own functional area.	
7. Receipts for financial contributions required under Planning Permission.	
8. Letter from local authority confirming roads and services are in charge or solicitors certificate or Indemnity and Maintenance Agreement duly assigned.	
9. Vacate or release of all mortgages appearing on title from the root of title.	
10. Undertaking to discharge mortgage out of proceeds of sale and to furnish vacated mortgage as soon as available thereafter with cheque for £26.00	
11. Receipt for domestic watercharge and refuse charge up to date or other Local Authority charge.	
12. Letter consenting to transfer of telephone line.	
13. Taxation certificates as follows (as may be applicable):	
(1) Capital Gains Tax (where consideration exceeds the Capital Gains Tax Threshold)	
(2) Residential Property Tax where thresholds are exceeded	
(3) CAT Discharge for all deaths on prior title.	
(4) Probate Tax Discharge for deaths since 17th June, 1993 (Form PT2)	
14. Letter from Local Authority as to change of address (if applicable).	
15. Home Bond Certificate assigned to Purchaser.	

(if applicable).	
16. Original Lease adjudicated and with Certificate of compliance with Building Covenant enforced thereon	
17. Up to date receipt for payment of rent or	
b. Declaration that rent has not been demanded since Vendor purchased the house and all arrears of rent.	
c. In the case of a Local Authority house, letter from Local Authority confirming that rent has not been demanded and that there have been no breaches of the covenants and conditions in the transfer order.	
18. Letter from Lessor confirming consent to sale.	
19. Letter from Lessor consenting to structural alterations, if applicable.	
20. Memo and Arts and cert of incorporation of the Lessor company, if applicable.	
21. In the event that an application has been made to purchase the freehold interest in the property please furnish;	
a. all documents pertaining to same in the Vendor's possession duly assigned to the purchaser	
b. check for land registry fees to register the freehold title.	
22. All documents hereinbefore requisitioned.	
<b>KEYS</b>	
45. Hand over on closing	
a. Keys	
b. Possession	
46. The right is reserved by the Purchaser to make any further objections or requisitions	

Dated the      day of                      2013

[SYS:CON:Name]  
Solicitor for the Purchaser  
[DIA:Address]

Dated the      day of                      2013

[CAN:Name.Solicitors#01]  
Solicitor for the Vendor  
[CAN:Address.Solicitors#01]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

[CAN:Name.LendInst#??]  
[CAN:Address.LendInst#??]

**Re: Our Client:** [CNT:Name][SYS:iif((LCN:CNameCon)=", ",  
' and ')[LCN:CNameCon#01]  
**Loan Reference No.:** [UDF:u.loan.acc.no]  
**Property:** [CSM:CsPremises]

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Dear Sirs,

We refer to the above matter.

We enclose the following:

1. Our clients signed acceptance of loan approval
2. Solicitors undertaking.
3. Copy of our professional indemnity insurance.
4. Completed cheque requisition.

We would be obliged if you could please advise us if there are any matters outstanding before loan funds will issue.

We await hearing from you.

Yours faithfully,

---

[MAT:FeName]  
[SYS:CON:Name]

<b>LAND REGISTRY</b>
----------------------

**COUNTY** [UDF:PropertyCounty]

**FOLIO** [UDF:u.folio.no]

**T R A N S F E R** dated this      day of

**2013**

[CAN:Name.Vendors#@&] the registered full owner of the property described in Folio [UDF:u.folio.no] of the Register of Freeholders County of [UDF:PropertyCounty], in consideration of the payment of the sum of - [UDF:PurchasePrice] euros (€[UDF:PurchasePrice]) (the receipt of which is hereby acknowledged) **HEREBY TRANSFERS** all the property described in Folio [UDF:u.folio.no] of the Register of Freeholders County of [UDF:PropertyCounty] to [CNT:Name][SYS:iif((LCN:CNameCon)=", ", ' and ')] [LCN:CNameCon#01] (hereinafter called "the Purchasers").

The address of the Purchasers in the State for service of Notices and their descriptions are [CSM:CsPremises], [CNT:Occupation]

**AND IT IS HEREBY FURTHER CERTIFIED** that the property is situate within one of the County Boroughs of Dublin.

**IN WITNESS** whereof the parties hereto have hereunto set their hands and affixed their seals the day and year first herein **WRITTEN**.

**SIGNED SEALED as a DEED AND DELIVERED**

by [CAN:Name.Vendors#@&]  
in the presence of:-

**SIGNED SEALED as a DEED AND DELIVERED**

by [CNT:Name][SYS:iif((LCN:CNameCon)=", ", ' and ')] [LCN:CNameCon#01]  
in the presence of:-

**LAND REGISTRY**

---

**COUNTY [UDF:PropertyCounty]  
FOLIO [UDF:u.folio.no]**

**[CAN:Name.Vendors#@&]**

**to**

**[CNT:Name] and [LCN:Name#01]**

=====

**T R A N S F E R**

=====

**OUR REF: [MAT:Code]/[MAT:FeCode]**

**[SYS:CON:Name],  
SOLICITORS,  
[DIA:Address]**

**THIS INDENTURE** made the            day of            20    BETWEEN  
[CAN:Name.Vendors#@&] of [CAN:AddressSingle#01] (hereinafter called “the  
Vendor” which expression shall include where the context so admits, his Executors,  
Administrators and Assigns) of the One Part and  
[CNT:Name][SYS:iif((LCN:CINameCon)=", ",  
' and ')] [LCN:CINameCon#01][SYS:iif((LCN:CINameCon)=", ", ' both ')] of  
[CNT:LinearAddress] (hereinafter called “the Purchaser” which expression shall  
include where the context so admits, his Executors, Administrators and Assigns) of the  
Other Part.

**W H E R E A S:**

1.        In this Deed any reference to the singular shall include reference to the plural  
and vice versa and reference to the masculine gender shall include reference to the  
feminine and neuter genders and vice versa.
2.        The Vendor is seized of an estate of inheritance in Fee Simple of the premises  
more particularly described in the Schedule hereto and intended to be hereby conveyed.
3.        The Vendor has agreed with the purchaser for the sale to him of the said  
premises for the sum of [UDF:PurchasePrice] free from incumbrances.

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said Agreement  
and in consideration of the sum of €[UDF:PurchasePrice] ([UDF:PurchasePrice]) paid  
by the Purchaser to the Vendor (the receipt whereof the Vendor doth hereby  
acknowledge) the Vendor as beneficial owner Hereby Grants and Conveys unto the  
Purchaser **ALL THAT AND THOSE** the premises more particularly described in the  
Schedule hereto **TO HOLD** the same unto and to the use of the Purchaser in Fee  
Simple.

**AND IT IS HEREBY FURTHER CERTIFIED** that the property is situate within  
one of the County Boroughs of Dublin.

**IN WITNESS WHEREOF** the parties hereto have hereunto signed their names and  
affixed their seals the day and year first herein **WRITTEN**.

**SCHEDULE**

**ALL THAT AND THOSE** [CSM:CsPremises]



**SIGNED SEALED AND DELIVERED**  
by the **VENDOR** in the presence  
of:-

**SIGNED SEALED AND DELIVERED**  
by the **PURCHASER** in the  
presence of:-

Dated the            day of            20

---

[CAN:Name.Vendors#@&]

**One Part**

-and-

[CNT:Name][SYS:iif((LCN:CINameCon)=", ",  
' and ')[LCN:CINameCon#01]

**Other Part**

## **CONVEYANCE**

---

[SYS:CON:Name]  
SOLICITORS,  
[CNT:Address]  
REF : [MAT:Code]/[MAT:FeCode]

**THIS INDENTURE** made the \_\_\_\_\_ day of \_\_\_\_\_ 20 BETWEEN [CAN:Name.Vendors#@&] of [CAN:AddressSingle#@&] (hereinafter called “the Vendor” which expression shall include where the context so admits, that person’s Executors, Administrators and Assigns) of the One Part and [CNT:Name][SYS:iif((LCN:CINameCon)=", ", ' and ')] [LCN:CINameCon#01][SYS:iif((LCN:CINameCon)=", ", ' both ')] of [CNT:LinearAddress] (hereinafter called “the Purchaser” which expression shall include where the context so admits, that persons Executors, Administrators and Assigns) of the Other Part.

**WHEREAS:**

1. By Indenture of Lease (hereinafter referred to as “the Lease”) dated the [UDF:LeaseDate] and made between [UDF:LeaseFirstPty] of the One Part and [UDF:LeaseSecondPty] of the Other Part the premises (hereinafter referred to as “the Premises”) therein and more particularly described in the Schedule hereto and intended to be hereby assigned were demised unto the Lessee for the term from the \_\_\_\_\_ day of \_\_\_\_\_ subject to the yearly rent of [UDF:LeaseRentYr] thereby reserved and under and subject to the covenants on the part of the Lessee and conditions therein contained.
2. By divers mesne assurance acts in law and events and ultimately by an \_\_\_\_\_ dated the [UDF>LastAssignDate] and made between [UDF>LastAssignParty] of the One Part and the Vendor of the Other Part the premises were assigned to the Vendor for the residue then unexpired of the term of years granted by the said Lease subject to the yearly rent thereby reserved and the covenants on the part of the lessee and conditions therein contained.
3. The Vendor has agreed with the Purchaser for the sale to him of the said premises for the price or sum of €[UDF:PurchasePrice]

**NOW THIS INDENTURE WITNESSETH** that in pursuance of the said Agreement and in consideration of the sum of €[UDF:PurchasePrice] ([UDF:PurchasePrice]) paid by the Purchaser to the Vendor (the receipt whereof the Vendor doth hereby acknowledge) the Vendor as Beneficial Owner doth Hereby Assign unto the Purchaser **ALL THAT AND THOSE** the premises TO HOLD the same unto and to the use of the Purchaser for all the residue now unexpired of the term of years granted by the Lease subject to the yearly rent thereby reserved and to the performance and observance of the covenants on the part of the Lessee and conditions by and in the same Indenture reserved and therein contained.

**THE PURCHASER HEREBY COVENANTS** with the Vendor that he the Purchaser will henceforth pay the said yearly rent reserved by and perform and observe during the continuance of the term the covenants on the part of the Lessee and conditions contained in the said Lease and will indemnify and keep the Vendor effectually indemnified at all times against all actions proceedings costs expenses damages claims or demands whatsoever by reason of or on account of the non-payment of the said rent or any part thereof or the breach non-performance or non-observance of the said covenants and conditions or any of them.

**AND IT IS HEREBY FURTHER CERTIFIED** that the property is situate within

one of the County Boroughs of Dublin.

**IN WITNESS WHEREOF** the parties hereto have hereunto signed their names and affixed their seals the day and year first herein **WRITTEN**.

**SCHEDULE HEREINBEFORE REFERRED TO**

**DESCRIPTION OF PREMISES**

**ALL THAT AND THOSE** [CSM:CsPremises]

**SIGNED SEALED AS A DEED AND  
DELIVERED** by the Vendor  
in the presence of:-

**SIGNED SEALED AS A DEED AND**  
**DELIVED** BY THE PURCHASER IN  
the presence of:-

Dated the            day of            200

---

[CAN:Name.Vendors#@&]  
**One Part**

-and-

[CNT:Name][SYS:iif((LCN:CINameCon)=", ",  
' and ')[LCN:CINameCon#01]  
Other Part

## **ASSIGNMENT**

---

[SYS:CON:Name],  
SOLICITORS,  
[DIA:Address]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[CAN:SolRef.Solicitors#01]

[DATE:Today]

[CAN:Name.Solicitors#01]

Solicitors

[CAN:Address.Solicitors#01]

**SUBJECT TO CONTRACT – CONTRACT DENIED**

**Re: Our Clients — [CNT:Name][SYS:iif((LCN:CINameCon)=", ",  
' and ')] [LCN:CINameCon#01]**

**Your Clients — [CAN:Name.Vendors#@&]**

**Premises — [CSM:CsPremises]**

---

Dear Sirs,

We acknowledge receipt of your letter together with Contracts and Replies to Requisitions. We now enclose the original Deed of Purchase for your attention.

We refer to your replies to Requisitions and now have the following rejoinders.

1.

2.

In the meantime please note we have no authority either expressed or implied to bind our client to any contract and no contract shall be deemed to come into existence until such time as contracts for sale have been signed by all parties, exchanged and a full deposit paid.

Yours faithfully,

---

[SYS:CON:Name]

Encl.

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[CAN:SolRef.Solicitors#01]

[DATE:Today]

Messrs.[CAN:Name.Solicitors#01]

Solicitors

[CAN:Address.Solicitors#01]

**Re: Our Client:** [CNT:Name][SYS:iif((LCN:CINameCon)=", ",  
' and ')[LCN:CINameCon#01]

**Your Client:** [CAN:Name.Vendors#@&]

**Purchase of** [CSM:CsPremises]

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Dear Sirs,

We refer to the above matter and to previous correspondence.

We enclose a list of our completion requirements for your attention.

Yours faithfully,

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[SYS:CON:Name]

**Encl.**

**Our Client:** [CNT:Name][SYS:iif((LCN:CNameCon)='', '', ' and ')[LCN:CNameCon#01]

**Your Client:** [CAN:Name.Vendors#@&]

**Property:** [CSM:CsPremises]

### **List of Completion Requirements**

- 1 Land Registry sealed and certified copy Folio and File Plan for Folio [UDF:u.folio.no] County [UDF:PropertyCounty]
- 2 Deed of Transfer to the Purchaser duly executed.
- 3 Evidence of the Vendors PPS number.
- 4 Family Home Protection Act Declaration of the Vendor in the approved Law Society Form.
- 5 Section 72 Declaration of the Vendor.
- 6 Up to date receipt for rent payable under Lease under which property is held or Statutory Declaration from Vendor in the form required by the Requisitions confirming no demand made for and no breach of covenant or condition on the Lease.
- 7 Planning documentation in relation to the original construction of the property to include:-
  - (a) Certificate of Compliance with Planning Permission in relation to original construction.
  - (b) Certificate of Compliance with Building Regulations in relation to original construction.
  - (c) Copy Commencement Notice.
  - (d) Copy Planning Permission for original construction.
  - (e) Letter from Local Authority confirming Compliance with Financial conditions in Planning.
  - (f) Planning documents in relation to any subsequent development to the property since its original construction as follows:-
    - (i) Planning Permission in relation to any subsequent development.
    - (ii) Certificate of Compliance with Planning Permission in relation to the development.
    - (iii) Certificate of Compliance with Building Regulations in relation to subsequent development.



- (iv) Copy Commencement Notice in relation to subsequent development.
- (v) Letter from Local Authority to confirm roads and services in charge.
- (g) In the event that any application has been made to buy out the Freehold please furnish all documentation received in relation to same.
- (h) Certificate of Clearance from CAT in respect of any deaths or voluntary dispositions on title in the last twelve years.
- (i) Certificate of Clearance from Probate Tax in respect of any deaths or voluntary dispositions on title in the last twelve years.
- (j) Certificate from Vendors Solicitors to confirm no dealings pending, no deaths or voluntary dispositions on title in the last twelve years.
- (k) Where appropriate, letter from the Local Authority re change of address.
- (l) Up to date receipt for all outgoings affecting the property, in particular Environmental Waste Charges.
- (m) Receipt for payment of NPPR charge if applicable.
- (n) Receipt for payment of household charge if applicable.
- (o) Receipt for payment of Local Property Tax.
- (p) BER Certificate and Advisory report.
- (q) Vacant possession.
- (r) Keys.
- (s) Alarm code.
- (t)

**Our Client:** [CNT:Name][SYS:iif((LCN:CNameCon)=", ", ' and ')[LCN:CNameCon#01]

**Your Client:** [CAN:Name.Vendors#@&]]

**Property:** [CSM:CsPremises]

### **List of Completion Requirements**

- 8 Deed of Conveyance/Deed of Assigned to the Purchaser duly executed.
- 9 Evidence of the Vendors PPS number.
- 10 Family Home Protection Act Declaration of the Vendor in the approved Law Society Form.
- 11 Up to date receipt for rent payable under Lease under which property is held or Statutory Declaration from Vendor in the form required by the Requisitions confirming no demand made for and no breach of covenant or condition on the Lease.
- 12 Planning documentation in relation to the original construction of the property to include:-
  - (u) Certificate of Compliance with Planning Permission in relation to original construction.
  - (v) Certificate of Compliance with Building Regulations in relation to original construction.
  - (w) Copy Commencement Notice.
  - (x) Copy Planning Permission for original construction.
  - (y) Letter from Local Authority confirming Compliance with Financial conditions in Planning.
  - (z) Planning documents in relation to any subsequent development to the property since its original construction as follows:-
    - (vi) Planning Permission in relation to any subsequent development.
    - (vii) Certificate of Compliance with Planning Permission in relation to the development.
    - (viii) Certificate of Compliance with Building Regulations in relation to subsequent development.
    - (ix) Copy Commencement Notice in relation to subsequent development.

- (x) Letter from Local Authority to confirm roads and services in charge.
- (aa) In the event that any application has been made to buy out the Freehold please furnish all documentation received in relation to same.
- (bb) Certificate of Clearance from CAT in respect of any deaths or voluntary dispositions on title in the last twelve years.
- (cc) Certificate of Clearance from Probate Tax in respect of any deaths or voluntary dispositions on title in the last twelve years.
- (dd) Certificate from Vendors Solicitors to confirm no dealings pending, no deaths or voluntary dispositions on title in the last twelve years.
- (ee) Where appropriate, letter from the Local Authority re change of address.
- (ff) Up to date receipt for all outgoings affecting the property, in particular Environmental Waste Charges.
- (gg) Receipt for payment of NPPR charge where applicable.
- (hh) Receipt for payment of household charge if applicable.
- (ii) Receipt for payment of Local Property Tax.
- (jj) BER Certificate and Advisory report.
- (kk) Vacant possession.
- (ll) Keys.
- (mm) Alarm code.
- (nn)

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

**Private & Confidential**

[CNT:Name]

[CNT:Address]

**Re: [MAT:Description]**

Dear [CNT:Salut],

I refer to the above.

I have now received correspondence from the Solicitors for the Developer in which they advise that the construction of the above property has now been completed. The Developers Solicitors also give notice that the closing date for the transaction shall be fourteen days after the receipt by us of their notification. For your reference, I enclose herewith a copy of the notification received.

At this stage, you should take the following steps:-

- 1 It is important that you have a final inspection of the property carried out by your Architect/Engineer/Surveyor as soon as possible. In their letter, the Developers Solicitors set out contact details for their clients and you might pass same on to your Architect/Engineer/Surveyor. In carrying out a final inspection, your representative will ascertain if, in fact, the property has been fully completed and if so, if there are any defects on same. Whilst it is usual for an inspection report to set out details of a good number of the defects, it is important that you draw a distinction between defects of a “minor” nature and “major defects”. In this regard you might note as follows:-
  - (i) The presence of any major defect may be sufficient to delay matters. If your Architect is of the view that there are any major defects in relation to the construction, then it is important that you advise me immediately. If so, I will contact the Developers Solicitors and point out that the property has not been satisfactorily completed and that we cannot proceed any further until matters have been rectified.
  - (ii) The presence of “minor defects” will not delay completion. The Contract for Sale/Building Agreement provides that once the Developer gives an undertaking to deal with any outstanding minor defects after completion, then you can be obliged to complete the transaction. Nonetheless, the best advice is to ensure that as many outstanding minor defects/snags are dealt with by the Builders prior to closing.
- 2 At this stage it is important that you advise your lending institution that you will need to drawdown funds very shortly. You should ensure that any outstanding matters such as insurances, direct debits etc are dealt with as a matter of urgency.

As the within property comprises an Apartment within the Development, Buildings Insurance is dealt with by way of Block Policy. I have asked the Developers Solicitors to have your interest together with those of your lending institution noted thereon and I will submit this confirmation to the Lender when received.

It is very important that you arrange for a final inspection to be carried out as soon as possible to enable me to respond to the Developers Solicitors correspondence and advise of any major defects. Under the terms of the Contract, you are obliged to notify them of same within 7 days of their notification.

Finally, I enclose herewith the following:-

- (a) Cash Account giving details of the monies required to be paid by yourself to enable completion take place. It will be necessary for you to let me have a Bank Draft in favour of this firm ([SYS:CON:Name]) in respect of the amount set out thereon.
- (b) Legal costs and outlays due to this firm as per the estimates furnished herewith at an earlier stage.

I look forward to hearing from you.

Kind regards.

Yours sincerely,

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[MAT:FeName]  
[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

DLS,  
Dublin Legal Services,  
Law Searches and Law Agents,  
Unit 2,  
KCR Estate,  
Kimmage,  
Dublin 12.  
**Fax: 492 3246**

**Re: Our Client:** [CNT:Name][SYS:iif((LCN:CiNameCon)=", ",  
' and ')[LCN:CiNameCon#01]  
**Property:** [CSM:CsPremises]

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Dear Sirs,

We refer to the above mentioned matter.

We would be obliged if you could please carry out the following searches on our behalf:

1. Land Registry search against Folio [UDF:u.folio.no] County [UDF:PropertyCounty].
2. Judgment and Bankruptcy searches against:
  - a)
  - b)
  - c)
3. Planning search against the Property at [CSM:CsPremises]

Please let us have the results of the above searches by

Yours sincerely,

---

[MAT:FeName]  
[SYS:CON:Name]

FAMILY HOME PROTECTION ACT 1976/ FAMILY LAW ACT 1981/ JUDICIAL  
SEPARATION AND FAMILY LAW REFORM ACT 1989/ FAMILY LAW  
ACT, 1995/FAMILY LAW DIVORCE ACT 1996.

**STATUTORY DECLARATION OF HUSBAND AND WIFE THAT PROPERTY IS A  
FAMILY HOME WHERE THE PROPERTY IS OWNED BY ONLY ONE OF THEM.**

We, [CNT:Name] and [CNT:Spouse] both of [CNT:LinearAddress] both being 18 years and upward **SOLEMNLY AND SINCERELY DECLARE** as follows:-

1. This Declaration relates to property known as [CSM:CsPremises] (being the property comprised in Folio [UDF:u.folio.no] of the Register of Freeholders/Leaseholders County of [UDF:PropertyCounty]) (hereinafter called “the property”).
2. The property is our family home within the meaning of that term in the Family Home Protection Act 1976, as amended by the Family Law Act, 1995. The property is owned by [CNT:Name].
3. We have been married once and once only, namely to each other, on the. We are each the lawful spouse of the other. We refer to a photocopy of our Civil Marriage Certificate upon which we have endorsed our names prior to making this Declaration.
4. None of the provisions of the Family Law Act, 1981 (hereinafter called “the Act of 1981”) apply to the property because neither of us has been party to an agreement to marry which has terminated within the past three years, and no proceedings of any kind have been threatened or instituted in relation to the property under any of the provisions of the Act, 1981.
5. No proceedings of any kind have been instituted or threatened, and no application or order of any kind has been made, in relation to the property, under any of the provisions of the Judicial Separation and Family Law Reform Act, 1989 (“the 1989 Act”) the Family Law Act, 1995 (“the 1995 Act”) or the Family Law (Divorce) Act 1996 (“the 1996 Act”) and the assurance of the property to the party or parties mentioned in paragraph 8 hereof is not a disposal for the purposes of defeating a claim for financial relief (as defined in Section 35 of the 1995 Act and Section 37 of the 1996 Act).
6. The property is not subject to any trust, licence, tenancy or proprietary interest in favour of any person or body corporate arising by virtue of any arrangement, agreement or contract entered into by either of us, or by virtue of any direct or indirect financial or other contribution to the purchase thereof, or by operation of the law, or otherwise and the property is held free from encumbrances.
7. I [CNT:Spouse] have given my prior written consent to the assurance of the property to the party or parties named in paragraph 9 hereof pursuant to Section 3 of the said Act of 1976. I [CNT:Spouse] have been advised that I have the right to be independently in connection therewith, and I have waived this right.

8. We understand the effect and import of this Declaration which has been fully explained to us by our Solicitor.

9. We make this solemn declaration conscientiously believing it to be true for the satisfaction of [CAN:LendInst#??] and pursuant to the provisions of the Statutory Declarations Act, 1938.

**DECLARED** by the said  
[CNT:Name] and [CNT:Spouse]  
who are personally known to me  
at  
in the County of  
this day of 2013  
before me a Commissioner for Oaths/  
Practising Solicitor and I know the Declarants.

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**COMMISSIONER FOR OATHS/  
PRACTISING SOLICITOR**



**Exhibit “A”**

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**Commissioner for Oaths/  
Practising Solicitor**

**FAMILY HOME PROTECTION ACT 1976/ FAMILY LAW ACT 1981/ JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989/ FAMILY LAW ACT, 1995/FAMILY LAW DIVORCE ACT 1996.**

**STATUTORY DECLARATION THAT PROPERTY IS NOT A FAMILY HOME WHERE A HUSBAND AND WIFE HAVE SEPARATED**

I, [CNT:Name] of [CNT:LinearAddress] aged 18 years and upwards **DO SOLEMNLY AND SINCERELY DECLARE** as follows:-

1. This Declaration relates to property known as [CSM:CsPremises] (being the property comprised in Folio [UDF:u.folio.no] of the Register of Freeholders/Leaseholders County County of [UDF:PropertyCounty]) (hereinafter called “the property”).

2. The property is not a family home within the meaning of that term in the Family Home Protection Act 1976, as amended by the Family Law Act, 1995. No married couple has ordinarily resided therein since I acquired an interest in the property.

3 (a). I have been married once and once only, namely to [CNT:Spouse] (hereinafter called “my estranged spouse”) on the [CNT:DateOfMarriage]. I refer to a photocopy of our Civil Marriage Certificate upon which marked with the letter “A” I have endorsed my name prior to making this Declaration. I separated from my estranged spouse on the [UDF:u.date.separate] and I refer to a certified photocopy/extracts from a Deed of Separation which my estranged spouse and I entered into dated the [UDF:u.sep.date] upon which marked with the letter “B” I have endorsed my name prior to the making of this Declaration. I have not married or entered into an agreement to marry any person since the date of the said Deed of Separation.

3 (b). My estranged spouse never resided in the property, nor is it intended that [SYS:iif(UDF('ClientPronoun')='HER', 'he', iif(UDF('ClientPronoun')='HIS', 'she', " )))] should ever reside therein. I purchased the property after the date of the said Deed of Separation out of my own resources. There has been no reconciliation between my estranged spouse and I. [SYS:iif(UDF('ClientPronoun')='HER', 'He', iif(UDF('ClientPronoun')='HIS', 'She', " )))] has never made any financial or other contribution to the purchase of the property, nor any mortgage or similar payments relating thereto. [SYS:iif(UDF('ClientPronoun')='HER', 'He', iif(UDF('ClientPronoun')='HIS', 'She', " )))] has no claim whatever to the property under common law, statute law, equity or otherwise.

4. None of the provisions of the Family Law Act, 1981 (hereinafter called “the Act of 1981”) apply to the property because I have not been party to an agreement to marry which has terminated within the past three years, and no proceedings of any kind have been threatened or instituted in relation to the property under any of the provisions of the Act, 1981.

5. No proceedings of any kind have been instituted or threatened, and no application or order of any kind has been made, in relation to the property, under any of the provisions of the Judicial Separation and Family Law Reform Act, 1989 (“the 1989 Act”) the Family Law Act, 1995 (“the 1995 Act”) or the Family Law (Divorce) Act 1996 (“the 1996 Act”) and the assurance of the property to the party or parties mentioned in paragraph 8 hereof is not a disposal for the purposes of defeating a claim for financial relief (as defined in Section 35 of the 1995 Act and Section 37 of the 1996 Act).

6. The property is not subject to any trust, licence, tenancy or proprietary interest in favour of any person or body corporate arising by virtue of any arrangement, agreement or contract entered

into by me, or by virtue of any direct or indirect financial or other contribution to the purchase thereof, or by operation of the law, or otherwise and the property is held free from encumbrances.

7. I understand the effect and import of this Declaration which has been fully explained to me by my Solicitor.

8. I make this solemn declaration conscientiously believing it to be true for the satisfaction of [CAN:Name.LendInst#?/] and pursuant to the provisions of the Statutory Declarations Act, 1938.

**DECLARED** by the said  
[CNT:Name]  
who are personally known to me  
at  
in the County of Dublin this      day of      2013  
before me a Commissioner for Oaths/Practising Solicitor  
and I know the Declarants.

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**COMMISSIONER FOR OATHS/  
PRACTISING SOLICITOR**

**Exhibit “A”**

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**Commissioner for Oaths/  
Practising Solicitor**

**Exhibit “B”**

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**Commissioner for Oaths/  
Practising Solicitor**

**FAMILY HOME PROTECTION ACT 1976/ FAMILY LAW ACT 1981/ JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989/ FAMILY LAW ACT, 1995 and THE FAMILY LAW (DIVORCE) ACT 1996**

**STATUTORY DECLARATION OF SINGLE PERSON THAT PROPERTY IS NOT A FAMILY HOME WHERE A DECREE OF DIVORCE HAS BEEN GRANTED.**

---

I, [CNT:Name] of [CNT:LinearAddress], aged 18 years and upward **DO SOLEMNLY AND SINCERELY DECLARE** as follows:-

This Declaration relates to property known as [CSM:CsPremises] in the County of [UDF:PropertyCounty], (being the property described in Folio [UDF:u.folio.no] of the Register of Freeholders/Leaseholders County of [UDF:PropertyCounty]) (hereinafter called “the property”).

The property is not a family home within the meaning of that term in the Family Home Protection Act, 1976 as amended by the Family Law Act, 1995 and the Family Law (Divorce) Act 1996. No married couple has ordinarily resided therein since I acquired an interest therein, apart from myself and my former spouse [CNT:Spouse] (hereinafter called “my former spouse”).

I have been married once and once only, namely to my former spouse on the [CNT:DateOfMarriage] and I refer to a photocopy of our Civil Marriage Certificate upon which marked with the letter “A” I have endorsed my name prior to making this Declaration. A Decree of Dissolution of the said marriage was granted by the Circuit Court/High Court on the \_\_\_\_\_ and I refer to a photocopy thereof upon which marked with the letter “B” I have endorsed my name prior to making this Declaration. I have not married or entered into an agreement to marry any person since the date of the said Decree of Dissolution.

None of the provisions of the Family Law Act, 1981 (hereinafter called “the Act of 1981”) apply to the property because I have not been party to an agreement to marry which has terminated within the past three years, and no proceedings of any kind have been threatened or instituted in relation to the property under any of the provisions of the Act, 1981.

Apart from the proceedings leading to the Decree of Dissolution mentioned in paragraph 3 hereof, no proceedings of any kind have been instituted or threatened, and no application or order of any kind has been made, in relation to the property, under any provisions of the Judicial Separation and Family Law Reform Act, 1989, the family Law Act, 1995 (“the 1995 Act”), or the Family Law (Divorce) Act, 1996 (“the 1996 Act”) and the assurance of the property to the party or parties mentioned in paragraph 8 hereof is not a disposal for the purposes of defeating a claim for relief (as defined in Section 35 of the 1995 Act and Section 37 of the 1996 Act).

The property is not subject to any trust, licence, tenancy or proprietary interest in favour of any person or body corporate arising by virtue of any arrangement, agreement or contract entered into by me, or by virtue of any direct or indirect financial or other contribution to the purchase thereof, or by operation of law, or otherwise, and the property is held free from encumbrances.

I understand the effect and import of this Declaration which has been fully explained to

me by my Solicitor.

I make this solemn declaration conscientiously believing it to be true for the satisfaction of [CAN:Name.LendInst#??] pursuant to the provisions of the Statutory Declarations Act, 1938.

**DECLARED** before me by  
[CNT:Name]

who is personally known to me (or who is identified to me by  
who is personally known to me) at

in the County of

this     day of             2013  
before me a Commissioner for Oaths/Practising  
Solicitor  
and I know the Declarant.

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**COMMISSIONER FOR OATHS/  
PRACTICING SOLICITOR**

**Exhibit “A”**

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**Commissioner for Oaths/  
Practising Solicitor**



**Exhibit “B”**

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**Commissioner for Oaths/  
Practising Solicitor**

FAMILY HOME PROTECTION ACT 1976/ FAMILY LAW ACT 1981/ JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989/ FAMILY LAW ACT, 1995/ FAMILY LAW DIVORCE ACT 1996.

STATUTORY DECLARATION OF HUSBAND AND WIFE THAT PROPERTY IS A FAMILY HOME.

We, [CNT:Name] and [LCN:CNameCon#01] both of [CNT:LinearAddress] both aged 18 years and upward DO SOLEMNLY AND SINCERELY DECLARE as follows:-

This Declaration relates to property known as and situate at [CSM:CsPremises] (being the property comprised in Folio [UDF:u.folio.no] County [UDF:PropertyCounty]) (hereinafter called “the property”).

The property is our family home within the meaning of that term in the Family Home Protection Act 1976, as amended by the Family Law Act, 1995.

We have been married once and once only, namely to each other, on the [CNT:DateOfMarriage]. We are each the lawful spouse of the other. We refer to a photocopy of our Civil Marriage Certificate upon which, attached hereto and marked with the letter “A”, we have endorsed our names prior to making this Declaration.

None of the provisions of the Family Law Act, 1981 (hereinafter called “the Act of 1981”) apply to the property because neither of us has been party to an agreement to marry which has terminated within the past three years, and no proceedings of any kind have been threatened or instituted in relation to the property under any of the provisions of the Act, 1981.

No proceedings of any kind have been instituted or threatened, and no application or order of any kind has been made, in relation to the property, under any of the provisions of the Judicial Separation and Family Law Reform Act, 1989 (“the 1989 Act”) the Family Law Act, 1995 (“the 1995 Act”) or the Family Law (Divorce) Act 1996 (“the 1996 Act”) and the assurance of the property to the party or parties mentioned in paragraph 8 hereof is not a disposal for the purposes of defeating a claim for relief (as defined in Section 35 of the 1995 Act and Section 37 of the 1996 Act).

The property is not subject to any trust, licence, tenancy or proprietary interest in favour of any person or body corporate arising by virtue of any arrangement, agreement or contract entered into by either of us, or by virtue of any direct or indirect financial or other contribution to the purchase thereof, or by operation of the law, or otherwise and the property is held free from encumbrances and no person is in adverse possession thereof.

We understand the effect and import of this Declaration which has been fully explained to us by our Solicitor.

**We make this solemn declaration conscientiously believing it to be true for the satisfaction of [CAN:Name.LendInst#??] and pursuant to the provisions of the Statutory Declarations Act, 1938.**

**DECLARED by the said  
[CNT:Name] and [LCN:CINameCon#01]  
who are personally known to me  
at  
in the County of  
this    day of                    2013  
before me a Commissioner for Oaths/  
Practising Solicitor and I know the Declarants.**

---

**Commissioners for Oaths/Practising Solicitor**

**Exhibit “A”**

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**Commissioner for Oaths/  
Practising Solicitor**

FAMILY HOME PROTECTION ACT 1976/ FAMILY LAW ACT 1981/ JUDICIAL SEPARATION  
AND FAMILY LAW REFORM ACT 1989/ FAMILY LAW ACT, 1995/ FAMILY LAW  
DIVORCE ACT 1996.

STATUTORY DECLARATION OF HUSBAND AND WIFE THAT PROPERTY IS A FAMILY  
HOME.

[CNT:Name] and [LCN:ClNameCon#01]

[SYS:CON:Name]

**SOLICITORS**

[DIA:Address]

**Our Ref: [MAT:Code]/[MAT:FeCode]**

**FAMILY HOME PROTECTION ACT 1976/ FAMILY LAW ACT 1981/ JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989/ FAMILY LAW ACT, 1995/FAMILY LAW DIVORCE ACT 1996.**

**STATUTORY DECLARATION OF HUSBAND AND WIFE THAT PROPERTY IS NOT A FAMILY HOME.**

We, [CNT:Name] and [LCN:CNameCon#01] both of [CNT:LinearAddress] both being 18 years and upward **SOLEMNLY AND SINCERELY DECLARE** as follows:-

1. This Declaration relates to property known as [CSM:CsPremises] (being the property comprised in Folio [UDF:u.folio.no] of the Register of Freeholders/Leaseholders County of [UDF:PropertyCounty] (hereinafter called “the property”).
2. The property is not our family home within the meaning of that term in the Family Home Protection Act, 1976 as amended by the Family Law Act, 1995. Neither we, nor any other married couple, have ordinarily resided therein since we acquired an interest therein. Our family home is at [CNT:LinearAddress].
3. We have been married once and once only, namely to each other, on the [CNT:DateOfMarriage]. We are each the lawful spouse of the other. We refer to a photocopy of our Civil Marriage Certificate upon which we have endorsed our names prior to making this Declaration.
4. None of the provisions of the Family Law Act, 1981 (hereinafter called “the Act of 1981”) apply to the property because neither of us has been party to an agreement to marry which has terminated within the past three years, and no proceedings of any kind have been threatened or instituted in relation to the property under any of the provisions of the Act, 1981.
5. No proceedings of any kind have been instituted or threatened, and no application or order of any kind has been made, in relation to the property, under any of the provisions of the Judicial Separation and Family Law Reform Act, 1989 (“the 1989 Act”) the Family Law Act, 1995 (“the 1995 Act”) or the Family Law (Divorce) Act 1996 (“the 1996 Act”) and the assurance of the property to the party or parties mentioned in paragraph 8 hereof is not a disposal for the purposes of defeating a claim for relief (as defined in Section 35 of the 1995 Act and Section 37 of the 1996 Act).
6. The property is not subject to any trust, licence, tenancy or proprietary interest in favour of any person or body corporate arising by virtue of any arrangement, agreement or contract entered into by either of us, or by virtue of any direct or indirect financial or other contribution to the purchase thereof, or by operation of the law, or otherwise and the property is held free from encumbrances.

7. We understand the effect and import of this Declaration which has been fully explained to us by our Solicitor.

8. We make this solemn declaration conscientiously believing it to be true for the satisfaction of [CAN:Name.LendInst#?\_] and pursuant to the provisions of the Statutory Declarations Act, 1938.

**DECLARED** by the said  
[CNT:Name] and [LCN:CNameCon#01]  
who are personally known to me  
at  
in the County of Dublin  
this     day of             2013  
before me a Commissioner for Oaths/  
Practising Solicitor and I know the Declarants.

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**COMMISSIONER FOR OATHS/  
PRACTISING SOLICITOR**

**Exhibit “A”**

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**Commissioner for Oaths/  
Practising Solicitor**



**FAMILY HOME PROTECTION ACT 1976/ FAMILY LAW ACT 1981/ JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989/ FAMILY LAW ACT, 1995/FAMILY LAW DIVORCE ACT 1996.**

**STATUTORY DECLARATION OF WIDOW/WIDOWER THAT PROPERTY IS NOT A FAMILY HOME.**

I, [CNT:Name] of [CNT:LinearAddress] aged 18 years and upwards **DO SOLEMNLY AND SINCERELY DECLARE** as follows:-

1. This Declaration relates to property known as [CSM:CsPremises] (being the property comprised in Folio [UDF:u.folio.no] of the Register of Freeholders/Leaseholders County of [UDF:PropertyCounty] (hereinafter called “the property”).
2. The property is not a family home within the meaning of that term in the Family Home Protection Act, 1976 as amended by the Family Law Act, 1995. No married couple has ordinarily resided therein since I acquired an interest therein, apart from myself and my late spouse [CNT:Spouse] (hereinafter called “my late spouse”).
3. I have been married once and once only, namely to my late spouse on the [CNT:DateOfMarriage]. I refer to a photocopy of our Civil Marriage Certificate upon which marked with the letter “A” I have endorsed my name prior to making this Declaration. My late spouse died on the [CNT:SpouseDateDeath] and I refer to a photocopy of his/her death certificate upon which marked with the letter “B” I have endorsed my name prior to making this Declaration. I have not married or entered into an agreement to marry any person since the death of my late spouse.
4. None of the provisions of the Family Law Act, 1981 (hereinafter called “the Act of 1981”) apply to the property because I have not been party to an agreement to marry which has terminated within the past three years, and no proceedings of any kind have been threatened or instituted in relation to the property under any of the provisions of the Act, 1981.
5. No proceedings of any kind have been instituted or threatened, and no application or order of any kind has been made, in relation to the property, under any of the provisions of the Judicial Separation and Family Law Reform Act, 1989 (“the 1989 Act”) the Family Law Act, 1995 (“the 1995 Act”) or the Family Law (Divorce) Act 1996 (“the 1996 Act”) and the assurance of the property to the party or parties mentioned in paragraph 8 hereof is not a disposal for the purposes of defeating a claim for financial relief (as defined in Section 35 of the 1995 Act and Section 37 of the 1996 Act).
6. The property is not subject to any trust, licence, tenancy or proprietary interest in favour of any person or body corporate arising by virtue of any arrangement, agreement or contract entered into by me, or by virtue of any direct or indirect financial or other contribution to the purchase thereof, or by operation of the law, or otherwise and the property is held free from encumbrances.
7. I understand the effect and import of this Declaration which has been fully explained to me by my Solicitor.
8. I make this solemn declaration conscientiously believing it to be true for the satisfaction of [CAN:Name.LendInst#??] and pursuant to the provisions of the Statutory Declarations Act, 1938.

**DECLARED** by the said  
[CNT:Name]  
who are personally known to me  
at  
in the County of Galway  
this     day of             2013  
before me a Commissioner for  
Oaths/Practising Solicitor  
and I know the Declarants.

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**COMMISSIONER FOR OATHS/  
PRACTISING SOLICITOR**

**Exhibit “A”**

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**Commissioner for Oaths/  
Practising Solicitor**

**Exhibit “B”**

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**Commissioner for Oaths/  
Practising Solicitor**

**FAMILY HOME PROTECTION ACT 1976/ FAMILY LAW ACT 1981/ JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989/ FAMILY LAW ACT, 1995/FAMILY LAW DIVORCE ACT 1996.**

**STATUTORY DECLARATION OF SINGLE PERSON THAT PROPERTY IS NOT A FAMILY HOME.**

I, [CNT:Name] of [CNT:LinearAddress] aged 18 years and upward **DO SOLEMNLY AND SINCERELY DECLARE** as follows:-

1. This Declaration relates to property known as [CSM:CsPremises] (being the property comprised in Folio [UDF:u.folio.no] of the Register of Freeholders/Leaseholders County of [UDF:PropertyCounty] (hereinafter called “the property”).
2. The property is not a “Family Home” within the meaning of that term in the Family Home Protection Act, 1976 as amended by the Family Law Act, 1995. No married couple has ordinarily resided therein since I acquired an interest therein.
3. I am not and never have been married to any person under the law of this or any other civil or religious jurisdiction, and no proceedings have been instituted or threatened by any person alleging the contrary.
4. None of the provisions of the Family Law Act, 1981 (hereinafter called “the Act of 1981”) apply to the property because I have not been party to an agreement to marry which has terminated within the past three years, and no proceedings of any kind have been threatened or instituted in relation to the property under any of the provisions of the Act, 1981.
5. No proceedings of any kind have been instituted or threatened, and no application or order of any kind has been made, in relation to the property, under any of the provisions of the Judicial Separation and Family Law Reform Act, 1989 (“the 1989 Act”) the Family Law Act, 1995 (“the 1995 Act”) or the Family Law (Divorce) Act 1996 (“the 1996 Act”) and the assurance of the property to the party or parties mentioned in paragraph 8 hereof is not a disposal for the purposes of defeating a claim for relief (as defined in Section 35 of the 1995 Act and Section 37 of the 1996 Act).
6. The property is not subject to any trust, licence, tenancy or proprietary interest in favour of any person or body corporate arising by virtue of any arrangement, agreement or contract entered into by me, or by virtue of any direct or indirect financial or other contribution to the purchase thereof, or by operation of law, or otherwise, and the property is held free from encumbrances.
7. I understand the effect and import of this Declaration which has been fully explained to me by my Solicitor.
8. I make this solemn declaration conscientiously believing it to be true for the satisfaction of [CAN:Name.LendInst#??] pursuant to the provisions of the Statutory Declarations Act, 1938.

**DECLARED** by the said  
[CNT:Name]  
who are personally known to me  
at  
in the County of Dublin  
this     day of             2013  
before me a Commissioner for Oaths/Practising Solicitor  
and I know the Declarants.

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**COMMISSIONER FOR OATHS/  
PRACTISING SOLICITOR**

**FAMILY HOME PROTECTION ACT 1976/ FAMILY LAW ACT 1981/ JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989/ FAMILY LAW ACT, 1995.**

**DECLARATION FOR THE PURPOSES OF SECTION 54(1) (B) OF THE FAMILY LAW ACT 1995**

I, [CNT:Name] of [CNT:LinearAddress] aged 18 years and upward **DO SOLEMNLY AND SINCERELY DECLARE** as follows:-

1. This Declaration relates to property known as [CSM:CsPremises] (hereinafter called “the property”) and to a Deed of Conveyance/Assignment made on the between of the one part and of the other part (hereinafter called the Conveyance/Assignment”).
2. I have no knowledge of the existence of any proceedings calling into question the validity of the Conveyance/Assignment.
3. The spouse of the Vendor in question has not been in actual occupation of the property since . I acquired the property on .
4. I have no knowledge of the existence of any statement such as is referred to in Section 3 (8) (b) and (c) of the Family Home Protection Act 1976 as inserted by Section 54 of the Family Law Act, 1995.
5. I make this solemn declaration conscientiously believing the same to be true for the satisfaction of [CAN:Name.LendInst#??] pursuant to the provisions of the Statutory Declarations Act, 1938.

**DECLARED** by the said  
[CNT:Name]  
who is personally known to me  
at  
in the County of Dublin  
this day of 2013  
before me a Commissioner for Oaths/  
Practising Solicitor and I know the Declarants.

---

**COMMISSIONER FOR OATHS/  
PRACTISING SOLICITOR**

FAMILY HOME PROTECTION ACT 1976/ FAMILY LAW ACT 1981/ JUDICIAL  
SEPARATION AND FAMILY LAW REFORM ACT 1989/ FAMILY LAW  
ACT, 1995/FAMILY LAW DIVORCE ACT 1996.

**STATUTORY DECLARATION THAT THE PROPERTY IS NOT A FAMILY HOME  
WHERE IT IS OWNED BY A COMPANY AND HAS FULL COMMERCIAL USE.**

I, [CAN:Name.Declarant#01] of [CNT:LinearAddress] being 18 years and upward  
**SOLEMNLY AND SINCERELY DECLARE** as follows:-

1. This Declaration relates to property known as [CSM:CsPremises] (being the property comprised in Folio [UDF:u.folio.no] of the Register of Freeholders/Leaseholders County of [UDF:PropertyCounty] (hereinafter called "the property"). The property is owned by [CNT:Name] (hereinafter called "the company") of which I am a director.
2. The property is not a family home within the meaning of that term in the Family Home Protection Act 1976, as amended by the Family Law Act, 1995. No married couple has ordinarily resided therein since the company acquired an interest in the property. No Lease, Letting Agreement, Tenancy Agreement, Licence or similar agreement has been made by the company which would entitle any person to reside in the property. No officer, director, member, tenant, invitee or licensee of the company has ever resided therein.
3. None of the provisions of the Family Law Act, 1981 (hereinafter called "the Act of 1981") apply to the property because the property is owned by the company which is incapable of entering into an agreement to marry, and no proceedings of any kind have been threatened or instituted in relation to the property under any of the provisions of the Act, 1981.
4. No proceedings of any kind have been instituted or threatened, and no application or order of any kind has been made, in relation to the property, under any of the provisions of the Judicial Separation and Family Law Reform Act, 1989 ("the 1989 Act") the Family Law Act, 1995 ("the 1995 Act") or the Family Law (Divorce) Act 1996 ("the 1996 Act") and the assurance of the property to the party or parties mentioned in paragraph 8 hereof is not a disposal for the purposes of defeating a claim for financial relief (as defined in Section 35 of the 1995 Act and Section 37 of the 1996 Act).
5. The property is not subject to any trust, licence, tenancy or proprietary interest in favour of any person or body corporate arising by virtue of any arrangement, agreement or contract entered into by the company, or by virtue of any direct or indirect financial or other contribution to the purchase thereof, or by operation of the law, or otherwise and the property is held free from encumbrances.
6. I understand the effect and import of this Declaration which has been fully explained to me by my Solicitor.



7. I make this solemn declaration conscientiously believing it to be true for the satisfaction of [CAN:Name.LendInst#??] and pursuant to the provisions of the Statutory Declarations Act, 1938.

**DECLARED** by the said  
who is personally known to me  
at  
in the County of  
this day of 2013  
before me a Commissioner for Oaths/  
Practising Solicitor and I know the Declarants.

---

**COMMISSIONER FOR OATHS/  
PRACTISING SOLICITOR**

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[CAN:SolRef.Solicitors#01]

[DATE:Today]

[CAN:Name.Solicitors#01]

Solicitors

[CAN:Address.Solicitors#01]

**BY COURIER**

**Re: Our Client:** [CNT:Name][SYS:iif((LCN:CNameCon)=", ",  
' and ')[LCN:CNameCon#01]

**Your Client:** [CAN:Name.Vendors#@&]

**Premises:** [CSM:CsPremises]

---

Dear Sirs,

We refer to the above.

We now enclose herewith Bank Draft in favour of your office in the sum of €[UDF:ClosingAmt] in discharge of the balance purchase money due and service charge arising.

Please note that same is forwarded to you strictly upon the basis that you will hold same in trust for us and to the order of this firm until such time as we have received all completion documents from you and until such time as our searches have been explained and discharged by your goodselves.

We would be obliged if you could please confirm where our client can collect the keys.

We await hearing from you.

Yours faithfully,

---

[SYS:CON:Name]

Encl.

<i><b>MEMO TO</b></i>
-----------------------

**From:** [MAT:FeName]

**Re:** [MAT:Description]

**Date** [DATE:Today]

**Ref:** [MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

---

,

I enclose the following documents for registration in the PRA:

1. Form 17 in duplicate.
2. Deed of Transfer.
3. Original and counterpart Mortgage.
4. Cheque in favour of the PRA in the sum of €

Thanks.

---

[MAT:FeName]  
[SYS:CON:Name]



## Land Registry Application for Registration (incorporating Form 17)

### 1. Application Types

Please tick ☐ as appropriate all application types and the documents lodged.

#### Dealing/Application Type

#### Documents Lodged

<input type="checkbox"/> <b>Transfer:</b> <input type="checkbox"/> All <input type="checkbox"/> Part (site no. <input type="text"/> ) <b>Additional €60 fee payable where registration requires a new folio to be opened</b> <input type="checkbox"/> Voluntary <input type="checkbox"/> FHPA <input type="checkbox"/> Sale Consideration € <input type="text"/> IR£ <input type="text"/>		<input type="checkbox"/> Land Certificate (if issued) <input type="checkbox"/> Consent to use of Land Certificate  <input type="checkbox"/> Deed of transfer <input type="checkbox"/> FHPA documentation <input type="checkbox"/> Subdivision map
<input type="checkbox"/> <b>Discharge/Release/Vacate</b> <input type="checkbox"/> Partial discharge		<input type="checkbox"/> Deed of discharge/Release/Vacate endorsed on charge <input type="checkbox"/> Certificate of charge 156/157 (if issued)
<input type="checkbox"/> <b>Transmission:</b> <input type="checkbox"/> Post 1959 <input type="checkbox"/> Pre 1959		<input type="checkbox"/> Probate/Grant of Administration <input type="checkbox"/> Assent <input type="checkbox"/> Application
<input type="checkbox"/> <b>Lease</b> (Note: Form 16 and searches must be lodged where the lease is executed prior to 26 <sup>th</sup> May 2006 and for all leases involving unregistered property)		<input type="checkbox"/> Lease <input type="checkbox"/> Certified copy/Counterpart lease
<input type="checkbox"/> <b>Charge:</b> <input type="checkbox"/> Present and future advances <input type="checkbox"/> Principal sums <input type="checkbox"/> Specified amount		<input type="checkbox"/> Deed of charge <input type="checkbox"/> FHPA documentation
<input type="checkbox"/> <b>Judgment mortgage</b>		<input type="checkbox"/> Affidavit
<input type="checkbox"/> <b>Application for a Lien</b> (See Practice Direction No. 3 of 2006)		<input type="checkbox"/> Form A <input type="checkbox"/> Form B
<input type="checkbox"/> <b>Other</b> (please specify)		<input type="checkbox"/> Any other documents
<hr/>		
<input type="checkbox"/> <b>Application for:</b> <input type="checkbox"/> Copy folio <input type="checkbox"/> Copy folio & filed plan		

### 2. Folio Details

Folio					
County					

### 3. Fees Payable

I enclose fees of €

#### 4. Land Certificate

I certify that the land certificate(s), for the folio(s) listed at item no. 2 above, **is/are not** subject to a lien on the land  
(Note: If the land certificate is subject to a lien, please delete the word “not” above and lodge application for the registration of the lien as a burden, if so required – See Practice Direction No. 3 of 2006)

#### 5. Applicant Details

Please use a continuation sheet if there are more than 2 applicants.

First Name	
Surname/Organisation Names	
Address within the state for service of notices	
Share (tenants in common only)	
First Name	
Surname/Organisation Name	
Address within the state for service of notices	
Share (tenants in common only)	

#### 6. Application for Registration

I as solicitor for the applicant(s) apply for registration of the above-named as ☐ full/ ☐ limited owner(s) as ☐ joint tenants/ ☐ tenants-in-common of the property and/or apply for registration of the burdens/cautions/inhibitions in accordance with the documents lodged.

#### 7. Lodged By

Name	[SYS:CON:Name]
Address	[DIA:SingleAddress]
email	[MAT:FeEmail]
Reference	[MAT:Code]/[MAT:FeCode]

#### 8. Signature (All applications must be signed by an individual solicitor or, if no solicitor acting, by the applicant)

Signed	
Date	

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

Property Registration Authority  
Chancery Street  
Dublin 7  
**DX 228**

**Re: Our Clients — [CNT:Name][SYS:iif(clip(LCN:CNameCon)=", ", ' and ' )][LCN:CNameCon#01]  
Folio No. — [UDF:u.folio.no] County [UDF:PropertyCounty]  
Dealing No. —**

---

Dear Sirs,

We refer to the above matter and to your previous correspondence of the [UDF:CorrespondenceDate] and respond to your queries as follows:

We look forward to hearing from you when this application is complete.

Yours faithfully,

---

[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[CAN:SolRef.Solicitors#01]

[DATE:Today]

[CAN:Name.Solicitors#01]

Solicitors

[CAN:Address.Solicitors#01]

**Re: Our Client:** [CNT:Name][SYS:iif((LCN:CINameCon)=", ",  
' and ')[LCN:CINameCon#01]

**Your Client:** [CAN:Name.Vendors#@&]

**Premises:** [CSM:CsPremises]

---

Dear Sirs,

We refer to the above matter and to the closing of this sale on the [UDF:ClosingDate].

We await hearing from you with regard to the discharge of your outstanding undertakings as follows:

1. To furnish us with a vacate mortgage together with the appropriate fees payable to the Land Registry.
2. To furnish a receipt for outstanding environmental waste charges.
- 3.

Yours faithfully,

---

[SYS:CON:Name]

Encl.

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[CAN:SolRef.Solicitors#01]

[DATE:Today]

[CAN:Name.Solicitors#01]

Solicitors

[CAN:Address.Solicitors#01]

**Re: Our Client:** [CNT:Name][SYS:iif((LCN:CINameCon)=", ",  
' and ')[LCN:CINameCon#01]

**Your Client:** [CAN:Name.Vendors#@ &]

**Premises:** [CSM:CsPremises]

---

Dear Sirs,

We refer to the above matter and to our previous correspondence of .

We await hearing from you with regard to your outstanding undertakings in this matter.

Yours faithfully,

---

[SYS:CON:Name]

Encl.



[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

[CAN:Name.LendInst#??]

[CAN:Address.LendInst#??]

**Re: Our Client:** [CNT:Name][SYS:iif((LCN:CINameCon)=", ",  
' and ')] [LCN:CINameCon#01]  
**Loan Reference No.:** [UDF:u.loan.acc.no]  
**Property:** [CSM:CsPremises]

---

Dear Sirs,

We refer to the above matter.

We enclose the following for your attention:

1. Certificate of Title duly completed.
2. Schedule of Title Deeds in duplicate.
3. All Title Deeds as per the above schedule.

Please arrange to sign one part of the Schedule of Title Deeds and return to us acknowledging receipt of the within documentation.

Please also arrange to discharge us from our undertaking.

We await hearing from you.

Yours faithfully,

---

[MAT:FeName]

[SYS:CON:Name]

**Schedule of Title Deeds**

**Property: [CSM:CsPremises]**

**Client: [CNT:Name][SYS:iif((LCN:CNameCon)=", ", ' and ')[LCN:CNameCon#01]**

**Loan Account No. [UDF:u.loan.acc.no]**

1.

We acknowledge receipt of the above documentation from [SYS:CON:Name] Solicitors

Dated this      day of                      2013

Signed: \_\_\_\_\_

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

**Private & Confidential**

[CNT:Name]

[CNT:Address]

**RE: Purchase of: [CSM:CsPremises]**

---

Dear [CNT:Salut],

I refer to the above.

I am delighted to confirm that registration of your ownership of the above property has now been completed by the Property Registration Authority. For your information, I enclose herewith a copy of the Folio for your property which shows you as the registered owner thereof subject to your mortgage.

I have sent the title deeds to your property to your Bank who will hold same as security for your loan, during its term.

Reviewing the ledger card in our client account in relation to the transaction, I note that there remains a sum of €            standing to the credit thereof. This represents sums collected from you by way of estimated outlays which were not in fact required or were over estimated. Accordingly, I have pleasure in enclosing cheque in your favour in the sum of €

Finally, might I take this opportunity to thank you for your kind instructions in this matter. If there is any way in which our office can be of assistance to you in the future please don't hesitate to telephone me.

Yours faithfully,

---

[SYS:CON:Name]

Encl.

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

[CAN:Name.LendInst#?]  
[CAN:Address.LendInst#?]

**Re: Our Client:** [CNT:Name][SYS:iif((LCN:CNameCon)='', ''  
' and ')] [LCN:CNameCon#01]  
**Loan Reference No.:** [UDF:u.loan.acc.no]  
**Property:** [CSM:CsPremises]

---

Dear Sirs,

We refer to the above matter and to our previous correspondence of enclosing our Certificate of Title and all title documents for the above property.

We await hearing from you with confirmation that our Solicitors Undertaking is now discharged.

Yours faithfully,

---

[MAT:FeName]  
[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

**Private and Confidential**

[Letter to >CNT:Name]

[CNT:Address]

**Re:   Property: [CSM:CsPremises]**

---

Dear [CNT:Salut],

Yours sincerely,

---

[MAT:FeName]  
[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[CAN:SolRef.Solicitors#01]

[DATE:Today]

Messrs.[Letter to >CAN:Name.Solicitors#01]

Solicitors

[CAN:Address.Solicitors#01]

**Subject to Contract/Contract Denied**

**Re: Our Client: [CNT:Name][SYS:iif((LCN:CINameCon)=", ",  
' and ')[LCN:CINameCon#01]**

**[CAN:Name.Vendors#@ &]**

**Purchase of [CSM:CsPremises]**

---

Dear Sirs,

In the meantime please note however that we have no authority to bind our clients in this matter and that no Contract is deemed to exist until such time as Contracts for Sale have been executed by all parties, exchanged and a full deposit paid and receipted.

Yours faithfully,

---

[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

[Letter to >CAN:Name.LendInst#??]

[CAN:Address.LendInst#??]

**Re: Our Client:** [CNT:Name][SYS:iif((LCN:CINameCon)=", ",  
' and ')[LCN:CINameCon#01]

**Property:** [CSM:CsPremises]

**Account No.** [UDF:u.loan.acc.no]

---

Dear Sirs,

Yours faithfully,

---

[SYS:CON:Name]

[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

Messrs. [Letter to >CAN:Name.Auctioneers#??]  
Auctioneers  
[CAN:Address.Auctioneers#??]

**SUBJECT TO CONTRACT/CONTRACT DENIED**

**Re: Our Client: [CNT:Name][SYS:iif((LCN:CNameCon)=", ",  
' and ')[LCN:CNameCon#01]  
Property: [CSM:CsPremises]**

---

Dear Sirs,

In the meantime please note however that we have no authority to bind our clients in this matter and that no Contract is deemed to exist until such time as Contracts for Sale have been executed by all parties, exchanged and a full deposit paid and receipted.

Yours faithfully,

---

[SYS:CON:Name]



[MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

[DATE:Today]

**Re: Our Client:** [CNT:Name][SYS:iif((LCN:CINameCon)=", ",  
' and ')[LCN:CINameCon#01]  
**Property:** [CSM:CsPremises]

---

Dear

Yours faithfully,

---

[SYS:CON:Name]

<i><b>MEMO OF ATTENDANCE</b></i>
----------------------------------

**Client:** [CNT:Name][SYS:iif((LCN:CINameCon)=' ', ' ',  
' and ')] [LCN:CINameCon#01]

**Date:** [DATE:Today]

**FROM:** [MAT:FeName]

**Ref:** [MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

---

[MAT:FeName]  
[SYS:CON:Name]

## FILE CLOSURE REPORT

**Client:** [CNT:Name][SYS:iif((LCN:CNameCon)=", ",  
' and ')[LCN:CNameCon#01]

**Matter:** [MAT:Description]

**File Closure dealt with by:**

Date: [DATE:Today]

1. Confirm that you have checked the Register of Undertakings for undertakings relating to the file. Confirm that you have manually checked the file for all undertakings given. Confirm that all undertakings have been complied with and letters of release obtained.
2. Confirm that the Register of Undertakings has been updated to record release of undertakings.
3. Confirm that you have checked the Ledger Card for the matter and note how any balances have been dealt with.
4. Confirm that you have checked the file for any original documents, client or third party property. Advise how any original documents have been dealt with.
5. Confirm that you have written to the client advising of the completion of matters. Confirm you have sent brochure.
6. Confirm you have advised Accounts Manager that the file is complete.
7. Confirm file ready for archiving.

Signed: \_\_\_\_\_ (Partner)

<i>MEMO TO FILE</i>
---------------------

**From:** [MAT:FeName]  
**Re:** [MAT:Description]  
**Date** [DATE:Today]  
**Ref:** [MAT:Code]/[MAT:FeCode]/[UDF:SecRef]

---

This file was sent for closing on the [DATE:Today]

---

[MAT:FeName]  
[SYS:CON:Name]