



Property Sale Workflow

PROPERTY SALE WORKFLOW

| Action | Action Description | Documents | Next |
|--------|--|---|---------------------------------|
| PSL01 | Take Instructions, initial Letters | PSLPSL01A – Engagement Letter to Client House Sale PSLPSL01B – Initial Letter to Client House Sale Unregistered PSLPSL01C – Initial Letter to Client House Sale by LPR PSLPSL01D – Letter of Engagement PSLPSL01E – Estimate re Sale PSLPSL01F – Letter of Authority to take up Deeds PSLPSL01G – Client Questionnaire House Sale PSLPSL01H – Client Questionnaire Sale by LPR | PSL02 – 7 Days |
| PSL19 | Miscellaneous letters, memos etc | PSLPSL19A – Blank Letter to Client ? PSLPSL19B – Blank Letter to Purchaser's Solicitor ? PSLPSL19C – Blank Letter to Architect ? PSLPSL19D – Blank Letter to Auctioneer ? PSLPSL19E – Blank Letter to Lender ? PSLPSL19F – Blank Letter to Bank ? PSLPSL19G – Blank Letter to DLS ? PSLPSL19H – Blank Bill of Costs ? PSLPSL19I – Attendance ? PSLPSL19J – Blank Memo? | |
| PSL02 | Remind Client to return signed Authority | PSLPSL02A – Letter Reminding Client to return Authority | PSL02 – 5 Days PSL03 – 0 Now |
| PSL03 | Get Title from Lender and/or Land Reg | PSLPSL011 – Letter to Lender requesting Title | PSL04 – 7 Days |
| PSL04 | Remind Lender to send Title | PSLPSL04A – Letter reminding Lender to send Title | PSL04 – 5 Days PSL05 – 0 Now |
| PSL05 | Draft Contract | PSLPSL05A – Contract for Sale PSLPSL05B – Special Conditions Typical Case PSLPSL05C – Letter to Purchaser Solicitors enclosing Contracts PSLPSL05D – Letter to Management Co with MUD Requisitions PSLPSL05E – MUD Requisitions PSLPSL05F – Letter to Council re Roads and Services PSLPSL05G – Letter re compliance with Covenants and Conditions PSLPSL05H – Requisitions on Title Registered FH PSLPSL05I – Requisitions on Title Registered LH PSLPSL05J – Requisitions on Title Deeds FH PSLPSL05K – Requisitions on Title Deeds LH PSLPSL05L – Letter to Client on issue of Contracts PSLPSL05M – Special Conditions Death on the Title | PSL07 – 7 Days |

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|-------|---|---|---------------------------------|
| | | PSLPSL05N – Special Conditions former Council property PSLPSL05O – Special Conditions Sale by Personal Representative | |
| PSL07 | Check whether Precontract Enquiries Received | | PSL08 – 5 Days |
| PSL08 | Reply to Precontract Enquiries | PSLPSL08A – Letter sending Replies to Enquiries | PSL09 – 7 Days |
| PSL09 | Remind Purchaser Solicitors to return approved draft Contract | PSLPSL09A – Letter to Purch Solr seeking signed Contract and Deposit | PSL09 – 7 Days PSL10 – 0 Now |
| PSL10 | Contract signed by Purchaser, get Redemption figure | PSLPSL10A – Letter to Client to sign Contract PSLPSL10B – Letter to Lender for Redemption figure PSLPSL10C – Client Authority to give Undertaking | PSL11 – 7 Days |
| PSL11 | Remind Client to sign Contract | PSLPSL11A – Letter reminding Client to sign Contract | PSL11 – 5 Days PSL12 – 0 Now |
| PSL12 | Send signed Contract to Purchaser Solicitor | PSLPSL12A – Letter to Purch Solr with signed Contract PSLPSL12B – Letter to Client pre-Closing PSLPSL12C – Fee Note | PSL13 – 0 Now |
| PSL13 | Approve draft Transfer | | PSL14 – 5 Days |
| PSL14 | Closing | PSLPSL14A – Section 72 Declaration PSLPSL14B – Section 72 Decl by sole LPR PSLPSL14C – Section 72 Decl by joint LPRs PSLPSL14D – Omnibus Letter and General Undertaking PSLPSL14E – Letter to Purch Solr listing Closing docs PSLPSL14F – Letter to Rating authority PSLPSL14G – Declaration non-demand of Ground Rent PSLPSL14H – Ground Rent non-demand Decl by LPRs PSLPSL14I – Planning Declaration no Development PSLPSL14J – Declaration no breach of covenant PSLPSL14K – NPPR not payable Declaration PSLPSL14L – NPPR not payable Declaration by LPRs PSLPSL14M – Declaration re Fishing Rights PSLPSL14N – Declaration of Solvency PSLPSL14O – Consents for DCC PSLPSL14P – Declaration Family Home Spouses PSLPSL14Q – Declaration Family Home previous divorce PSLPSL14R – Declaration Not Family Home Spouses PSLPSL14S – Declaration Not Family Home Surviving Spouse PSLPSL14T – Declaration Not Family Home Unmarried Sole Owner | PSL15 – 5 Days |

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|-------|---|---|---------------------------------|
| | | PSLPSL14U – Declaration Not Family Home Separated Sole Owner PSLPSL14V – Declaration Not Family Home Divorced Sole Owner PSLPSL14W – Declaration Not Family Home Cohabiting Joint Owners PSLPSL14X – Declaration Not Family Home Company Commercial PSLPSL14Y – Letter to Purchaser Solrs roads in charge PSLPSL14Z – Letter to Purchaser Solrs Clients PPSN | |
| PSL15 | Post-Closing | PSLPSL15A – Letter to Lender with Payment PSLPSL15B – Letter to Client with Balance and Cash Account PSLPSL15C – Cash Account PSLPSL15D – Client Satisfaction Survey | PSL16 – 7 Days |
| PSL16 | Remind Lender to furnish Vacate | PSLPSL16A – Letter to Lender requesting Vacate | PSL16 – 7 Days PSL17 – 0 Now |
| PSL17 | Send Vacate to Purchaser Solicitors | PSLPSL17A – Letter to Purchaser's Solicitors with Vacate | PSL18 – 2 Weeks |
| PSL18 | Remind Purchaser Solicitors to release from Undertaking | PSLPSL18A – Reminder Letter to Purchaser's Solicitors re Undertaking | PSL18 – 7 Days PSL20 – 0 Now |
| PSL20 | Close file | PSLPSL20A – Letter to Client on Closing File PSLPSL20B – File Closing Report | |

List of Documents

| | |
|--|-----|
| PSLPSL01A Engagement Letter to Client House Sale | 1 |
| PSLPSL01B Initial Letter to Client House Sale Unregistered | 4 |
| PSLPSL01C Initial Letter to Client House Sale by LPR | 7 |
| PSLPSL01D Letter of Engagement | 12 |
| PSLPSL01E Estimate re Sale | 19 |
| PSLPSL01F Letter of Authority to take up Deeds | 20 |
| PSLPSL01G Client Questionnaire House Sale | 21 |
| PSLPSL01H Client Questionnaire Sale by LPR | 26 |
| PSLPSL19A Blank Letter to Client ? | 30 |
| PSLPSL19B Blank Letter to Purchaser's Solicitor ? | 31 |
| PSLPSL19C Blank Letter to Architect ? | 32 |
| PSLPSL19D Blank Letter to Auctioneer ? | 33 |
| PSLPSL19E Blank Letter to Lender ? | 34 |
| PSLPSL19F Blank Letter to Bank ? | 35 |
| PSLPSL19G Blank Letter to DLS ? | 36 |
| PSLPSL19H Blank Bill of Costs ? | 37 |
| PSLPSL19I Attendance ? | 39 |
| PSLPSL19J Blank Memo? | 40 |
| PSLPSL02A Letter Reminding Client to return Authority | 41 |
| PSLPSL01I Letter to Lender requesting Title | 42 |
| PSLPSL04A Letter reminding Lender to send Title | 43 |
| PSLPSL05A Contract for Sale | 44 |
| PSLPSL05B Special Conditions Typical Case | 49 |
| PSLPSL05C Letter to Purchaser Solicitors enclosing Contracts | 51 |
| PSLPSL05D Letter to Management Co with MUD Requisitions | 52 |
| PSLPSL05E MUD Requisitions | 53 |
| PSLPSL05F Letter to Council re Roads and Services | 58 |
| PSLPSL05G Letter re compliance with Covenants and Conditions | 59 |
| PSLPSL05H Requisitions on Title Registered FH | 60 |
| PSLPSL05I Requisitions on Title Registered LH | 86 |
| PSLPSL05J Requisitions on Title Deeds FH | 110 |
| PSLPSL05K Requisitions on Title Deeds LH | 134 |
| PSLPSL05L Letter to Client on issue of Contracts | 165 |
| PSLPSL05M Special Conditions death on the title | 166 |
| PSLPSL05N Special Conditions former Council property | 167 |
| PSLPSL05O Special Conditions Sale by Personal Representative | 168 |
| PSLPSL08A Letter sending Replies to Enquiries | 169 |
| PSLPSL09A Letter to Purch Solr seeking signed Contract and Deposit | 170 |
| PSLPSL10A Letter to Client to sign Contract | 171 |
| PSLPSL10B Letter to Lender for Redemption figure | 172 |
| PSLPSL10C Client Authority to give Undertaking | 173 |
| PSLPSL11A Letter reminding Client to sign Contract | 174 |
| PSLPSL12A Letter to Purch Solr with signed Contract | 175 |
| PSLPSL12B Letter to Client pre-Closing | 176 |

| | |
|--|-----|
| PSLPSL12C Fee Note | 177 |
| PSLPSL14A Section 72 Declaration | 179 |
| PSLPSL14B Section 72 Decl by sole LPR | 181 |
| PSLPSL14C Section 72 Decl by joint LPRs | 183 |
| PSLPSL14D Omnibus Letter and General Undertaking | 185 |
| PSLPSL14E Letter to Purch Solr listing Closing docs | 186 |
| PSLPSL14F Letter to Rating authority | 187 |
| PSLPSL14G Declaration non-demand of Ground Rent | 188 |
| PSLPSL14H Ground Rent non-demand Decl by LPRs | 190 |
| PSLPSL14I Planning Declaration no Development | 192 |
| PSLPSL14J Declaration no breach of covenant | 194 |
| PSLPSL14K NPPR not payable Declaration | 197 |
| PSLPSL14L NPPR not payable Declaration by LPRs | 198 |
| PSLPSL14M Declaration re Fishing Rights | 200 |
| PSLPSL14N Declaration of Solvency | 201 |
| PSLPSL14O Consents for DCC [omitted] | |
| PSLPSL14P Declaration Family Home Spouses | 202 |
| PSLPSL14Q Declaration Family Home previous divorce | 205 |
| PSLPSL14R Declaration Not Family Home Spouses | 210 |
| PSLPSL14S Declaration Not Family Home Surviving Spouse | 213 |
| PSLPSL14T Declaration Not Family Home Unmarried Sole Owner | 216 |
| PSLPSL14U Declaration Not Family Home Separated Sole Owner | 218 |
| PSLPSL14V Declaration Not Family Home Divorced Sole Owner | 222 |
| PSLPSL14W Declaration Not Family Home Cohabiting Joint Owners | 226 |
| PSLPSL14X Declaration Not Family Home Company Commercial | 228 |
| PSLPSL14Y Letter to Purchaser Solrs roads in charge | 230 |
| PSLPSL14Z Letter to Purchaser Solrs Clients PPSN | 231 |
| PSLPSL15A Letter to Lender with Payment | 232 |
| PSLPSL15B Letter to Client with Balance and Cash Account | 233 |
| PSLPSL15C Cash Account | 234 |
| PSLPSL15D Client Satisfaction Survey | 235 |
| PSLPSL16A Letter to Lender requesting Vacate | 236 |
| PSLPSL17A Letter to Purchaser's Solicitors with Vacate | 237 |
| PSLPSL18A Reminder Letter to Purchaser's Solicitors re Undertaking | 238 |
| PSLPSL20A Letter to Client on Closing File | 239 |
| PSLPSL20B File Closing Report | 240 |

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

Private & Confidential

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

RE: Sale of House at [CSM:CsPremises]

Dear [CNT:Salut][SYS:iif(clip(LCN:CNameCon)=", ", ' and ')][LCN:CISalute#01]

I refer to your recent enquiry in respect of the above matter. I wish to thank you for instructing this firm to act on your behalf in the sale of your house and I assure you of our utmost attention at all times.

To carry out the sale of your house I will firstly take up the title deeds. Contracts will then be prepared and furnished to the Purchasers' Solicitors. The Contracts are signed by the Purchasers first and then by you. After the signing of Contracts, "Requisitions on Title" are raised by the Purchasers' Solicitors. These are questions relating to the sale of the property such as whether there has been any extensions added, whether it is a family home or a rented property and what services, such as gas, electricity and telephone attach to it. When the Requisitions are replied to, a Deed and the relevant Declarations are drafted and then executed. Finally, a closing date is arranged and the sale is completed.

In the meantime 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. **Letter of Authority to take up title Deeds**

To begin the procedure I require your title deeds. If they are with a Lending Institution or a Local Authority on safe-deposit or as security for a loan, then the enclosed letter of Authorisation should be completed and returned to me immediately. Please note that the Authority must be signed by all parties whose names are on the relevant Mortgage.

3. **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.

4. **Questionnaire**

I enclose herewith a questionnaire which relates to the property. This questionnaire is a standard document which I use in relation to the sale of a property. Your replies to the matter on this questionnaire will greatly assist me in updating the title and preparing a Contract for Sale to the purchaser.

5. **Documents Required from you:**

There are a couple of documents which I will need from you to progress matters and I set some out hereunder as follows:

- a) Evidence of payment of Household charge.
- b) Evidence of payment of the Non Principal Private Residence Charge.
- c) In accordance with current money laundering legislation I will also require the following identity documentation from you both:

- (i) Copy of your driver's licences/passports.
 - (ii) Copy utility bill showing your names and addresses.
 - (iii) A document detailing your PPS number.
- d) Evidence from the Local Authority of payment of environmental waste charges.
- e) Please let us have BER Certificate and Advisory Report.
- f) Local Property Tax

Please provide me with a receipt for payment of the Local Property Tax.

I hope the foregoing is in order. Please feel free to contact me with any queries.

Thank you for reading this letter. We will assume that you are satisfied with its content, unless we hear from you to the contrary.

Yours sincerely,

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

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

Private & Confidential

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

RE: Sale of House (Registry of Deeds Title)

Dear [CNT:Salut][SYS:iif(clip(LCN:CINameCon)=" , ' and ')][LCN:ClSalute#01]

I refer to your recent enquiry in respect of the above matter. I wish to thank you for instructing this firm to act on your behalf in the sale of your house and I assure you of our utmost attention at all times.

To carry out the sale of your house I will firstly take up the title deeds. Contracts will then be prepared and furnished to the Purchasers' Solicitors. The Contracts are signed by the Purchasers first and then by you. After the signing of Contracts, "Requisitions on Title" are raised by the Purchasers' Solicitors. These are questions relating to the sale of the property such as whether there has been any extensions added, whether it is a family home or a rented property and what services, such as gas, electricity and telephone attach to it. When the Requisitions are replied to, a Deed and the relevant Declarations are drafted and then executed. Finally, a closing date is arranged and the sale is completed.

In the meantime 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. **Letter of Authority to take up title Deeds**

To begin the procedure I require your title deeds. If they are with a Lending Institution or a Local Authority on safe-deposit or as security for a loan, then the enclosed letter of Authorisation should be completed and returned to me immediately. Please note that the Authority must be signed by all parties whose names are on the relevant Mortgage. The Questionnaire relates to queries that may be raised by the Purchasers' Solicitors and your prompt replies to it will assist us in completing the sale as quickly as possible.

3. **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.

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4. **Questionnaire**

I enclose herewith a questionnaire which relates to the property. This questionnaire is a standard document which I use in relation to the sale of a property. Your replies to the matter on this questionnaire will greatly assist me in updating the title and preparing a Contract for Sale to the purchaser.

5. **Documents Required from you:**

There are a couple of documents which I will need from you to progress matters and I set same out hereunder as follows:

- c) Evidence of payment of Household charge.
- d) Evidence of payment of the Non Principal Private Residence Charge.

- c) In accordance with current money laundering legislation I will also require the following identity documentation from you both:
- (i) Copy of your driver's licences/passports.
 - (ii) Copy utility bill showing your names and addresses.
 - (iv) A document detailing your PPS number.
- d) Evidence from the Local Authority of payment of environmental waste charges.
- e) The title deeds to your property are registered in the Registry of Deeds. A new rule which came into force last year means that the Purchasers will now be obliged to register the title deeds in the Land Registry. To do this, they will need to obtain a Land Registry compliant Ordnance Survey map marked to show the property in sale. It will be necessary to obtain a suitable Land Registry compliant map marked by an Architect to show the property. Please let me know if you will arrange this or if you wish me to make arrangements on your behalf. What is involved is relatively simple – I would furnish to your nominated Architect, a copy of the map from the Deeds. He/she will attend the property, check the map and mark an Ordnance Survey Land Registry compliant map to show the property. We will need this for closing.
- f) Please let us have BER Certificate and Advisory Report.
- g) Local Property Tax

Please provide me with a receipt for payment of the Local Property Tax.

I hope the foregoing is in order. Please feel free to contact me with any queries.

Yours sincerely,

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

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

Private & Confidential

[CNT:Name]

[CNT:Address]

RE: The Administration of the Estate of the late [CAN:Name.Deceased#??]
Sale of [CSM:CsPremises]

Dear [CNT:Salut]

I refer to the above.

I note that yourself and [LCN:CINameCon#01] are the executors of the estate of your late aunt/mother. I am aware that you have been dealing with the administration of the estate and that this firm acts on your behalf in this regard. I note that you are now dealing with the property comprised in the estate and I understand that a sale has been agreed in respect of the above.

In order that I may begin work on the sale, a number of matters fall to be addressed at this time. I now take the opportunity to write to you in relation to these matters as follows:

1. 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.

2. Contract for Services

In order that you might engage this firm to act on your behalf in relation to the sale I enclose herewith a Contract for Services in duplicate (entitled “Letter of Engagement”) for your consideration and completion. This is a document by which you engage our firm to act on behalf of [CNT:Name] of [CNT:LinearAddress][SYS:iif(clip(LCN:CINameCon)="", ', ' and ')][LCN:CINameCon#01][SYS:iif(clip(LCN:CINameCon)="", ', ' of ')][LCN:SingleAddress#01] in relation to the sale. I would be grateful if you could read same and revert to me with the document duly signed. If you have any questions please feel free to come back to me and I will endeavour to answer same.

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.

3. Title Documents

I acknowledge receipt of the title documents / I await receipt of the title documents. In order to update the documentation for sale I am obtaining an up to date folio and map from the Land Registry.

OR

If Registry of Deeds Title:

Having reviewed the documentation to the property I note that same comprises an unregistered title. This is a title where the deeds have been registered in the Registry of Deeds but ownership has never been registered in the Land Registry. Recent changes in the law mean that the purchaser will be obliged to register the Deeds in the Land Registry. To do this the purchaser will need to present a Land Registry map identifying the property. As vendors, you are obliged to furnish such a map. It will be necessary for you to engage the services of an architect to prepare a Land Registry compliant map showing the property. This is essentially an ordinance survey map marked by the architect to show the property. I would estimate that the cost of same would be in the region of €160 to €200. If you require any assistance in relation to engaging an architect please let me know.

If Consent of Dublin City Council is required

I note from the title documents that the sale of the property will be subject to the consent of Dublin

City Council. This arises where a property was originally purchased from the Local Authority by way of a tenant purchase. In this instance the City Council would be concerned only to see that (a) the sale does not leave anyone without housing (b) that the purchasers are purchasing the property to live in and not as an investment. There will be a form to be filled out in this regard which we will deal with once contracts are being signed.

4. Items Required for the Sale

There are a number of items which I will need from you in order to progress the sale. For convenience I list same hereunder as follows:

- (i) **Building Energy Rating Certificate (BER) Certificate and Report.**
This is a report which evaluates the energy rating of the property. By law, the vendor of every property is obliged to furnish same to a purchaser before the sale goes through. I would suggest that you liaise with your auctioneer to arrange for the necessary report to be prepared and certificate obtained. There are a number of specialist assessors who carry out the necessary report or prepare the certificate. Your auctioneer will be able to let you have an estimate of the cost involved.
- (ii) **Evidence of payment of Household Charge.**
To facilitate the sale I will need evidence that the current household charge has been paid for 2012. I will need you to let me have a receipt for same.

- (iii) **NPPR charge**

In order to complete the sale I will need to have evidence that the Non-Principal Private Residence charge (NPPR) has been paid for the relevant years. I will need you to let me have a receipt for same.

- (iv) **Waste Charges Receipt**

I will need you to let me have confirmation that all waste charges have been paid to the Local Authority. In this regard I will need written confirmation from the Council that all fees have been paid up to date.

- (v) **Questionnaire**

I enclose with this letter a questionnaire in relation to the property. Your replies to the matters thereon will greatly assist me in investigating title and dealing with queries which will be raised by the purchasers solicitor. I would be obliged if you could return same to me duly completed as soon as possible. If you have any queries please let me know.

- (vi) **Identity Documentation**

To comply with current money laundering legislation I will require the following identity documentation from you:

- (i) Copy of your driver's licence/passport.
- (ii) Copy utility bill showing your name and address.
- (iii) A document detailing your PPS number.

- (vii) **Local Property Tax**

Please provide me with a receipt for payment of the Local Property Tax.

5. The Sale Process

As you may not have dealt with the sale of a property before, it might be useful for me to set out in summary the procedure involved in the sale as follows:

- a) When you instruct your auctioneer to accept an offer for the property, he or she will write to me setting out details of the sale agreed, price arising and let me have details of who is acting for the purchaser.
- b) At this stage, I will prepare a contract for the sale of the property and send it to the solicitor acting for the purchaser.
- c) Normally, the solicitor for the purchaser will review the documents furnished and investigate the title. He or she will then write to me with any questions or queries they have in relation to same. It would be normal to receive a letter setting out various queries in relation to the documentation and itemising the documents that the purchasers solicitor will require.
- d) Whilst the solicitor is dealing with the title, the purchaser will have the property surveyed. If the purchaser is getting a loan then he or she will arrange his or her loan offer. Their bank may also send a valuer to inspect their property.
- e) Once the purchaser is satisfied to proceed he or she will sign the contracts with his or her solicitor and send them back to us with a 10% deposit. At that stage a closing date will be finalised.
- f) One you sign the contracts you will have committed yourselves to the sale. At that stage the contract is exchanged with the purchaser's solicitor. Thereafter further legal documentation is prepared in order to bring matters to completion.
- g) In advance of the completion date we will arrange to have you sign all the documents as necessary to transfer ownership.
- h) In advance of closing it will be necessary to have the property cleared out save and except any items of contents that are included in the sale. You should discuss this with the auctioneer so that you are clear what items are included and what items are not.
- i) On the day of closing the purchaser's solicitors will transfer to us the balance of the purchase money in return for which we will hand over the title deeds and keys. The purchaser's solicitor will also do searches against the property, the deceased and yourself in the judgment office, bankruptcy office, the Land Registry office and the planning office. In the unlikely event that you have ever been involved in Court proceedings or that an entry is likely to appear on these searches please let me know as soon as possible so that I can arrange to advise you on how best to deal with same.

I trust the foregoing will be helpful. I look forward to hearing from you with the items required. Please feel free to telephone me or email me with any questions or queries. If you wish to meet me to go through this letter I would be happy to do so.

Kind regards.

Yours sincerely,

[MAT:FeName]
[SYS:CON:NAME]

Encl.

LETTER OF ENGAGEMENT

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

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

TYPE OF CASE:

DATE OF INSTRUCTION:

BY THIS LETTER:

1. INSTRUCTIONS TO ACT

The Client instructs the Solicitor to act on behalf of [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ', ' and ')][LCN:CINameCon#01][SYS:iif(clip(LCN:CINameCon)=", ', ' both')] of [CNT:LinearAddress] 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 [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ', ' and ')][LCN:CINameCon#01][SYS:iif(clip(LCN:CINameCon)=", ', ' both')] of [CNT:LinearAddress] 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: [CSM:CsPremises]
Estimated time to be spent on a standard mortgage – 6 hours
- (C) Sale or Purchase of a Commercial Property: [CSM:CsPremises]
Estimated time to be spent on a commercial conveyance – 20 hours
- (D) Re-mortgage of a Commercial Property: [CSM:CsPremises]
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 contested, minimum fee: 30 hours plus more

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

5. **CIRCUIT COURT**

General litigation – €300 per hour – 15 hours minimum

6. **HIGH COURT LITIGATION**

Minimum fee -€300 per hour – 25 hours minimum

7. **PERSONAL INJURY CLAIMS**

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

8. **COMMERCIAL ADVICE**

€300 per hour

9. **ESTIMATE OF FEES:**

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

10. **MISCELLANEOUS**

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

ESTIMATE OF FEES AND OUTLAY

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

Re: Sale of [CSM:CsPremises]

Date: [DATE:Today]

| | |
|--|-----------------|
| Professional fees re. sale of property | €1,500.00 |
| VAT at 23%. | € 345.00 |
| | <hr/> €1,845.00 |

Outlays payable to third parties will include the following:

| | |
|--|------------------|
| Fee payable to Bank to take up title deeds | €50.00 |
| Charges payable to the Land Registry to take up copy documents such as folios and Maps | €40.00 |
| Commissioner for Oaths Charges to have documents sworn (estimate) | €40.00 |
| Fee payable to Land Registry to register Vacated mortgage | €40.00 |
| Total estimate re. sale | €2,015.00 |

Signed: _____
 [SYS:CON:Name]

Signed: _____

QUESTIONNAIRE

RE: Clients: [CNT:Name][SYS:iif(clip(LCN:CINameCon)=' ', ' ' and ' ')] [LCN:CINameCon#01]
Address of Property: [CSM:CsPremises]

These questions relate to the sale of your home and the replies will assist us with the investigation of the title to your house.

| Question | Reply |
|--|---|
| 1.1 Please confirm your Marital Status | <input type="checkbox"/> Single <input type="checkbox"/> Married <input type="checkbox"/> Separated <input type="checkbox"/> Divorced <input type="checkbox"/> Divorced and Remarried |
| 1.2 If you are Married please furnish a copy of your State Marriage Certificate. | |
| 1.3 If you are Separated please furnish a copy of your Deed of Separation, Separation Agreement or Court Order of Separation. If you do not have any formal documents in relation to your Separation then your estranged spouse will have to:- (a) Give prior consent to the sale. (b) Be independently advised by a Solicitor as to the effect of signing their consent. (c) Attend an independent Solicitor for the purposes of waiving their rights. | |
| 1.4 If you are Divorced please furnish a copy of your Court Order of Divorce. | |
| 2 In order to complete the transaction, we will require Your RSI/PPS number. Please furnish same. | |
| 2.1 If the sale price exceeds €500,000.00, it would be necessary for us to obtain a Certificate of Clearance from Capital Gains Tax. To enable us to do this please advise: (a) The name and address of the Tax Office dealing with your affairs. (b) The Unit Number/Section of the Tax Office dealing with your affairs. (c) Please sign the attached Form CG50 where indicated. | |

2.2 If the sale price of your property exceeds €1,000,000.00 we will have to obtain a Certificate of Clearance from Residential Property Tax. Please advise if you have any outstanding Liability.

3 Please confirm if your property is serviced with:-

- | | | |
|----------------------|------------------------------|-----------------------------|
| (a) Drainage | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (b) Water | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (c) Electricity | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (d) Telephone | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (e) Gas | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (f) Cable Television | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (g) Satellite Dish | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| (h) Broadband | <input type="checkbox"/> Yes | <input type="checkbox"/> No |

4 Have the roads, lanes, footpaths, sewers and drains Servicing your property been taken over by the Local Authority.

5.1 Are you aware of any pipes, drains, sewers, wires or cables, septic tanks/percolation area on, under or over other properties serving your property.

5.2 If so, please give details.

5.3 Is your property subject to any right of way, water, light, air or drainage or to any other easement, reservation, covenant or condition? Yes No

5.4 Is any road, path, drain, wire, cable, pipe, party wall or other facility serving your property used in common with the owner or occupier of any other property. Yes No

6 Is your property or any part of it let? Yes No

6.1 If so, please furnish copy Lease or Tenancy Agreement.

7 Has any notice been served by any Government Authority, Local Authority or Estate Agency affecting your property? Yes No

If yes, please furnish a copy and give full details.

8 Have you ever committed an act of bankruptcy or been adjudicated a bankrupt? Yes No

9 Has any judgement ever been registered against Yes No

you?

If yes, please give full details.

- 10 Please advise if your property is subject to any Mortgage or charge. Yes No
- 11 In relation to the boundaries/party walls of your property are there any disputes with adjoining owners or any agreements as to repair and maintenance or otherwise? Yes No
- 12 Is there any litigation i.e. Court case pending or threatened or has any Court Order been made in relation to your house or any adverse claim being made by any person against your house? Yes No
- 13 Has any person other than you made any direct or indirect financial contribution towards your house? Yes No
- 14 Has any person a legal claim to your house? Yes No
- 15 Has any owner of your property died within the last 12 years? Yes No
- 16 Has there been any voluntary transfer i.e. gift of your property in the last twelve years? If so it may be necessary to obtain a Certificate of Clearance from Gift Tax Yes No
- 17 Has there been any development of your property i.e. extension, conversion, structural alteration or change of use within the meaning Of the Planning Acts since the 1st of October 1964. Yes No
- 18 If so, please furnish the following documents in relation to each development:-
- (a) Copy Planning Permission
 - (b) Architects Certificate of Compliance with Planning Permission and Building Regulations
 - (c) Copy Commencement Notice
- 19 Is there any unauthorised development on your land? Yes No
If yes, please furnish:-
- (a) Retention Planning Permission

(b) Satisfactory evidence by way of Certificate of Compliance from Architect or Engineer be in compliance with Retention Planning Permission.

20 Have you bought out your Ground Rent? Yes No

21 Have you obtained a BER Certificate and Advisory report for the property? Yes No
If so, please let us have a copy of same

22. Are there any contents included in the sale of the property Yes No
If so, please provide us with a list of same.

CHECKLIST OF DOCUMENTS TO BE RETURNED

- 1 State Marriage Certificate.
- 2 RSI/PPS Number.
- 3 All Planning Permissions for any development to your property.
- 4 Ground Rent Receipt.
- 5 List of contents included.
- 6 BER Certificate.
- 7 Receipt for payment of the Local Property Tax

Questionnaire

The Estate of [CAN:Name.Deceased#01] Deceased

Executors Sale — Address of Property [CSM:CsPremises]

These questions relate to the sale of the above property. Please reply to the best of your knowledge, information and belief. The replies will greatly assist us in investigating title to the property and dealing with the queries which will be raised by the solicitors for the purchaser:

| Question | Reply | |
|----------|--|--|
| 5 | Please confirm if your property is serviced with:- | |
| (i) | Drainage | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (j) | Water | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (k) | Electricity | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (l) | Telephone | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (m) | Gas | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (n) | Cable Television | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (o) | Satellite Dish | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (p) | Broadband | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (q) | TV aerial owned by the deceased | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (r) | TV aerial owned by another person | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| (s) | ISDN line | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6 | Have the roads, lanes, footpaths, abutting on the property public areas that have been taken over by the Local Authority | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. | Does the property enjoy all mains services from services in the charge of the Local Authority i.e. water mains, sewers, drains | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. | Are you aware of any pipes, drains, sewers, wires or cables, septic tanks/percolation area on, under or over other properties serving your property. | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4.1 | If so, please give details. | |
| 12.1 | Is your property subject to any right of way, water, light, air or drainage or any rights in favour of any other person? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| | If so give details | |
| 12.2 | Is any road, path, drain, wire, cable, pipe, party wall or other facility serving your property used in common with the owner or occupier of any | |

other property. Yes No

13 Is your property or any part of it let? Yes No

13.1 If so, please furnish copy Lease or Tenancy Agreement.

14 Has any notice, letter or complaint been received by any Government Authority, Local Authority or State Agency affecting your property? Yes No

If yes, please furnish a copy and give full details.

Charges

8. Please furnish a receipt for the payment of the government household charge for 2012.

9. Please furnish a receipt for the payment of the Non Principal Private Residence charge.

10. Please furnish confirmation that all environmental waste charges have been paid in full to the Local Authority and furnish receipt.

11. Is there any litigation i.e. Court case pending or threatened or has any Court Order been made in relation to the property? Yes No

12. Has any person other than the deceased have any interest in the house or has any person made any financial contribution towards your house? Yes No

13. Has any person a legal claim to the house? Yes No

14. Other than the deceased has any owner of your property died within the last 12 years? Yes No

15. Has there been any voluntary transfer i.e. gift of your property in the last twelve years? Yes No

16. Has there been any development to the property property i.e. extension, conversion, structural alteration or change of use within the meaning Of the Planning Acts since the 1st of October 1964. Yes No

16.1 If so, please furnish the following documents in relation to each development:-

(d) Copy Planning Permission

- (e) Architects Certificate of Compliance with Planning Permission and
- (f) Building Architects Certificate of Compliance with Building Regulations
- (g) Copy Commencement Notice
- (h) Receipts for all financial contributions required by planning

16.2 Are you aware of any unauthorised development on the property land? Yes No

If yes, please furnish:-

- (c) Retention Planning Permission
- (d) Satisfactory evidence by way of Certificate of Compliance from Architect or Engineer be in compliance with Retention Planning Permission.

16.3 Has the Ground Rent been bought out ? Yes No

16.4 Are you aware if the Ground Rent was collected at any time over the last six years or demand made for it Yes No

If yes, please give details:

17. Is the property subject to any mortgage or charge in favour of any Bank or third party. Yes No

If so please give full details

The mortgage/charge will have to be disclosed on closing

18. Has any person ever received any grant in respect of the property Yes No

If so please give details.

19. Is the property/has the property been the family home of any person other than the deceased

20. Has the property ever been inspected by the fire officer? Yes No

21. Has any notice ever been served by the Fire Officer? Yes No

22. Has any construction work taken place on the property since 1st of March 1996? Yes No

23. Are there any contents to be left in the property in sale? Yes No

23.1 If so, please list same below:

Please note that with the exception of contents to be included in the sale, the property must be cleared out prior to completion and vacant possession furnished.

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

Private & Confidential

[Letter to >CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01]
[CNT:Address]

RE: [MAT:DESCRIPTION]

Dear [CNT:Salut][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CISalute#01]

Yours sincerely,

[MAT:FeName]
[SYS:CON:NAME]

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

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

[CAN:Address.Solicitors#01]

DX:

Fax:

Subject to Contract/Contract Denied

RE: Our Client: [CNT:Name][SYS:iif(clip(LCN:CiNameCon)=", ", ' and ')][LCN:CiNameCon#01]

Your Client: [CAN:Name.Purchaser#@&]

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]/CP

[DATE:Today]

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

Architect

[CAN:Address.Architects#??]

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

Property: [CSM:CsPremises]

Dear [CAN:Salutation.Architects#??]

Yours sincerely

[MAT:FeName]

[SYS:CON:NAME]

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

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

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

Dear Sirs,

Yours faithfully,

[SYS:CON:NAME]

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

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

[CAN:Address.LendInst#??]

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

Premises: [CSM:CsPremises]

Loan Ref. [UDF:u.loan.acc.no]

Dear Sirs,

Yours faithfully,

[SYS:CON:NAME]

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

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

[CAN:Address.Banks#??]

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

Premises: [CSM:CsPremises]

Loan Ref. [UDF:u.loan.acc.no]

Dear [CAN:Salutation.Banks#??],

Yours faithfully,

[SYS:CON:NAME]

[MAT:CODE]/[MAT:FECODE]/CP

[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(clip(LCN:CNameCon)=' ', ' ' and ' ')] [LCN:CNameCon#01]
Premises: [CSM:CsPremises]**

Dear Sirs,

Yours faithfully,

[SYS:CON:NAME]

INVOICE

Invoice no.

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

Re: Sale of [CSM:CsPremises]

Professional Fees for all work done in relation to the sale of the above premises to include taking initial instructions in relation to the transaction;

Arranging for the submission of a signed letter Authority to Lending Institution in order to take up Title Deeds;

Arranging to issue Contracts for Sale together with copy title to vouch to the Solicitors for the Purchaser;

Communications and correspondence with the Purchaser's Solicitor in order to obtain signed Contracts together with deposit.

Attending with clients on the execution of Contracts and arranging for their exchange; dealing with Requisitions on Title and preparation of draft Family Home Protection Act Declaration;

Preparation of all documents required for the completion of the transaction and attending on the execution thereof;

Attending on closing and subsequently arranging for the discharge of the mortgage on the property out of the proceeds of sale;

Applying to Lending Institution for Vacated Mortgage and forwarding same to the Purchaser's Solicitor.

For all the foregoing and for all advice's, consultations and attendance's an inclusive fee of

€.00

VAT @ 21%

.00

€.00

Outlay Not Subject to VAT:

| | |
|---|---------------|
| Lending Institution fee for Title Deeds | 45.00 |
| Lending Institution fee for Discharged Mortgage | 45.00 |
| Land Registry fees on Discharged Mortgage | 25.00 |
| Up to date copy Folio & File Plan | 40.00 |
| Commissioners fees | <u>100.00</u> |

Total

€
€0.00

Dated this day of 20

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

VAT NO: IE F4568207D

MEMO OF ATTENDANCE

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

DATE: [DATE: Today]

Ref: [MAT:CODE]/[MAT:FECODE]/CP

[MAT:FeName]
[SYS:CON:NAME]

MEMO TO

From: [MAT:FeName]
Re: [MAT:Description]
Date [DATE:Today]
Ref: [MAT:CODE]/[MAT:FECODE]/CP

[MAT:FeName]
[SYS:CON:NAME]

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

Private & Confidential

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

RE: [MAT:DESCRIPTION]

Dear [CNT:Salut][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CISalute#01]

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

I note I have not yet received the signed documentation together with the signed authority to take up a copy of your title deeds. You might please let me have same by return.

If you have any queries please don't hesitate to contact me.

I look forward to hearing from you.

Yours sincerely,

[MAT:FeName]
[SYS:CON:NAME]

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

[DATE:Today]

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

RE: Our Clients: [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01]
Premises: [CSM:CsPremises]
Loan No. [UDF:u.loan.acc.no]

Dear Sirs,

We act on behalf of [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01] in respect of the sale of the above premises and enclose herewith letter of authorisation signed by our clients.

We would be grateful if you could release the title documents to us on accountable receipt to enable us to prepare Contracts for Sale.

We enclose cheque in the sum of € representing your fee for same.

Yours faithfully,

[SYS:CON:NAME]
Encl.

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

[DATE:Today]

[CAN:Name.LendInst#??]

[CAN:Address.LendInst#??]

RE: Our Clients [CNT:Name][SYS:iif(clip(LCN:CINameCon)=' ', ' ' and ' ')] [LCN:CINameCon#01]

Premises: [CSM:CsPremises]

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

Dear Sirs,

We refer to the above matter and to our previous correspondence requesting the title deeds for the above property.

We would be obliged to receive the title deeds by return.

We await hearing from you.

Yours faithfully,

[SYS:CON:NAME]

SIGN _____

SIGN _____

(VENDOR)

(PURCHASER)

PPS

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PPS

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WITN _____

WITN _____

OCCUPATION _____
:

OCCUPATION _____
:

ADDRESS: _____

ADDRESS: _____

As Stakeholder I/We acknowledge receipt of Bank Draft/cheque for € _____ in respect of deposit.

SIGNED: _____

PARTICULARS AND TENURE

ALL THAT AND THOSE [CSM:CsPremises]

DOCUMENTS SCHEDULE

SEARCHES SCHEDULE

1. The Vendor shall hand over all searches (if any) in their possession after contracts have been exchanged. It shall be a matter for the Purchasers to make their own searches thereafter.

SPECIAL CONDITIONS

1. **Save where the context otherwise requires or implies or the text hereof expresses to the contrary, the definitions and provisions as to interpretation set forth in the within General Conditions shall be applied for the purposes of these Special Conditions.**

2. The said General Conditions shall:-
 - (a) apply to the sale in so far as the same are not hereby altered or varied, and these Special Conditions shall prevail in case of any conflict between them and the General Conditions

 - (b) be read and construed without regard to any amendment therein, unless such amendment shall be referred to specifically in these Special Conditions.

3. On completion, the Purchaser shall provide to the Vendor's solicitor cleared funds in respect of the balance of the sale price. The Vendor shall be under no obligation to complete the sale until such time as cleared funds have been provided. In the event that the Purchaser wishes to furnish a bank draft, it must be furnished in good time to facilitate clearance.

4. The Purchasers are deemed to have inspected the property prior to entering into this Contract and to have satisfied themselves as to its location, extent, dimensions, access to roads and services, boundaries and state of repair and condition. The Purchaser shall take the property as it stands in all respects.

The Purchasers are deemed to have satisfied themselves as to the identity of this property prior to entering into this Contract. The Purchaser shall not call for the production of any Architect's Certificate of Identity or Declaration of Identity from the Vendors and General Conditions of sale shall stand amended in this regard.

5. On completion, the Purchaser shall provide to the Vendor's solicitor cleared funds in respect of the balance of the sale price. The Vendor shall be under no obligation to complete the sale until such time as cleared funds have been provided. In the event that the Purchaser wishes to furnish a bank draft, it must be furnished in good time to facilitate clearance.

6. The agreement herein shall not be construed as a contract for the purpose of the Statute of Frauds until such time as it has been signed by the Vendor and the deposit has been paid in full by the Purchaser.

SPECIAL CONDITIONS FOR CONTRACTS FOR SALE

TITLE

Regular Folio – Freehold

The title shall commence with and consist of copy of Land Registry Folio and File plan in respect of Folio [UDF:u.folio.no] of the Register of Freeholders/Leaseholders County of Dublin.

Title – where part only of a folio is being sold

The title shall commence with and consist of the registration of the Vendors as full owners of the property described in Folio [UDF:u.folio.no] of the Register County [UDF:PropertyCounty], portion of which is in sale by virtue of this Contract. No further or other title documentation shall be called for or furnished.

Unregistered – Freehold

The title shall commence with and consist of Indenture of Conveyance dated the day of and shall be deduced therefrom in accordance with the documentation furnished with this Contract. On a strictly without prejudice basis the prior title contained in the booklet of title is furnished.

Selling as Person Entitled to be Registered – Where registration of deed in favour of Vendor is not yet registered in the Land Registry

The Vendor sells as person entitled to be registered as owner of the property. The Purchaser shall accept a Deed of Transfer from the Vendor as person entitled to be registered. The purchaser shall not require registration of the Vendor to be completed prior to closing but shall accept a Deed of Transfer from the Vendor as person entitled and shall not require the Vendors registration to be completed prior to closing.

Family Home Declaration – where property Registry of Deeds title and you are missing a Family Home Declaration for one of the Conveyance/Assignments – Act came into force in April 1976

The Purchaser shall accept a Declaration from the Vendors in pursuance of Section 54 of the Family Law Act, 1995 pertaining to the Deed of Assignment/Conveyance of the one part and of the Other Part. No requisitions or enquiries shall be raised in respect of same.

ACTING AS POWER OF ATTORNEY

Title shall commence with

The Vendor, , acts by his Attorney . On completion the Purchaser shall be furnished with the original Power of Attorney of created on the together with Affidavit of Attesting Witness thereto duly completed.

MORTGAGES

Negative Equity Mortgage

The property is subject to a charge in favour of being the charge registered at entry number on part 3 of Folio [UDF:u.folio.no] County [UDF:PropertyCounty]. The purchaser is furnished

with copy letter from dated the showing that the balance due on foot of this charge is in the region of € .

In circumstances where the sale price of the property is less than the amount due on the charge, prior to completion, the Vendors shall arrange to put their solicitors in funds to the extent required to discharge the loan.

On completion, the Vendors' solicitor shall furnish a Solicitors Undertaking to discharge the loan in full from the proceeds of sale and from the monies received from the Vendor and to furnish Deed of Discharge or E-discharge as soon as possible.

Mortgage paid but still appears on folio where you have a vacate with deeds:

The property in sale is subject to a mortgage in favour of which appears as a burden at entry number on part 3 of Folio [UDF:u.folio.no] County [UDF:PropertyCounty]. This Mortgage has been redeemed in full. On closing the Purchaser's Solicitors will be furnished with the vacated together with a cheque for the Land Registry fees arising.

CONTRACT PRICE INCLUDES CONTENTS

The purchase price includes the following list of contents:

ALL CONTRACTS

INSPECTING THE PROPERTY – ALL CONTRACTS

The purchaser is deemed to have inspected the property prior to entering into this Contract and have satisfied herself as to its location, extents, dimensions, access to roads and services, state of repair and condition and shall take the property as it stands in all respects. In particular the purchaser has satisfied herself as to the identity of the property and shall not call for the production of any Architect's Certificate of Identity or Declaration of Identity. General Condition 36 of the Contract shall stand amended in this regard.

Not construed as a Contract for the purposes of the Statute of Frauds

The agreement herein shall not be construed as a contract for the purpose of the Statute of Frauds until such time as it has been signed by the Vendor and the deposit has been paid in full by the Purchaser.

Cleared Funds

On completion, the Purchaser shall provide to the Vendor's solicitor cleared funds in respect of the balance of the sale price. The Vendor shall be under no obligation to complete the sale until such time as cleared funds have been provided. In the event that the Purchaser wishes to furnish a bank draft, it must be furnished in good time to facilitate clearance.

Closing to take place at this office

The closing of the sale shall take place at the offices of [SYS:CON:Name] Solicitors.

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

[CAN:Name.Solicitors#01]
[CAN:Address.Solicitors#01]

SUBJECT TO CONTRACT – CONTRACT DENIED

**Re: Our Clients [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01]
Your Clients [CAN:Name.Purchaser#@&]
Premises: [CSM:CsPremises]**

Dear Sirs,

We act on behalf of [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01] the [SYS:iif(clip(LCN:CINameCon)=", 'Vendor', 'Vendors')] in respect of the sale of the above premises and note that you act for the Purchasers.

We now enclose herewith Contracts for Sale and documents as set forth in the Schedule thereto. We also enclose Replies to Requisitions.

We would be grateful if you could arrange to have the Contracts completed by your clients and return same in early course with cheque for deposit.

Please also send us draft Deed for approval.

In the meantime, please note that no Contract shall be deemed to be in existence between our respective clients until such time as the Contracts have been signed by all parties and the deposit paid over in full to the [SYS:iif(clip(LCN:CINameCon)=", 'Vendor', 'Vendors')].

Yours faithfully,

[SYS:CON:NAME]

Encls.

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

[DATE:Today]

[CAN:Name.MangementCo#01]
[CAN:Address.MangementCo#01]

RE: Our Client: [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01]
Sale of Property at [CSM:CsPremises]

Dear [CAN:Salutation.MangementCo#01]

We have been instructed to act on behalf of [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01] the [SYS:iif(clip(LCN:CINameCon)=", 'Vendor', 'Vendors')] in respect of the sale of [CSM:CsPremises]

In respect of same, we enclose herewith Multi Unit Development Requisition and would be obliged to receive replies to same at your convenience.

We await hearing from you in early course.

Yours sincerely,

[SYS:CON:NAME]

A. Multi-Unit Development in which a residential unit was NOT sold prior to 1st April 2011

1. Furnish evidence by way of Companies Office search that the Owners Management Company ("the OMC") is registered in the Companies Office.
2. Confirm if the OMC has received any notice threatening a strike-off or liquidation. If any such notice has been served please furnish details.
3. Furnish certified copy Certificate of Incorporation and Memorandum and Articles of Association of the OMC.
4. Confirm that the OMC complies with Section 3 (5) of the Multi-Unit Developments Act 2011 ("the MUDs Act".)
5. Furnish either:
 - (a) Copy Folio and File Plan showing the OMC as registered owner of the common areas and of the reversions in the residential units, or
 - (b) Copy Deed of Assurance of the common areas and of the reversions in the residential units to the OMC.
6. Furnish:
 - (a) A copy of the certificate required under Section 3(1)(c) of the MUDs Act.
 - (b) A copy of the contract referred in Section 3(1)(d) of the MUDs Act.
 - (c) Confirmation that the OMC had legal representation and was not represented by the same solicitor or firm of solicitors as the developer or owner of the common areas as required under Section 3(6) of the MUDs Act.
 - (d) The name of the solicitor or firm of solicitors referred to at 6.(c) above.
7. If the development stage has ended provide a copy of the statutory declaration required under Section 11 of the MUDs Act.
8. Has any request been made under Section 12 of the MUDs Act? If so, please furnish details and a copy of the statutory declaration required.
9. If the development stage of the Multi Unit Development has ended, provide written confirmation from the OMC that the documentation specified in Schedule 3 of the MUDs Act has been furnished to it.

B. Multi-Unit Development in which a residential unit was sold prior to 1st April 2011

1. Furnish evidence by way of Companies Office search that the Owners Management Company ("the OMC") is registered in the Companies Office.
2. Confirm if the OMC has received any notice threatening a strike off or liquidation. If any such notice has been served please furnish details.
3. Furnish certified copy Certificate of Incorporation and Memorandum and Articles of Association of the OMC.
4. Furnish either:
 - (a) Copy Folio and map showing the OMC as registered owner of the common areas and of the reversions in the residential units, or
 - (b) Copy Deed of Assurance of the common areas and of the reversions in the residential units to the OMC.
5. If the development stage has ended provide a copy of the statutory declaration required under Section 11 of the MUDs Act.
6. Has any request been made under Section 12 of the MUDs Act? If so, please furnish details and a copy of the Statutory Declaration required.
7. If the development stage of the Multi Unit Development has ended, provide written confirmation from the OMC that the documentation specified in Schedule 3 of the MUDs Act has been furnished to it.

C. All units in a Multi-Unit Development

1. (a) If no contract for the sale of a residential unit in the Multi Unit Development was entered into prior to the 24th January 2011, confirm that the voting rights of the members and the name of the OMC are in compliance with Section 14 of the MUDs Act.
(b) If any such contract was entered into prior to the 24th January 2011, confirm that the voting rights of members comply with Section 15 of the MUDs Act.
2. Confirm:
 - (a) That one OMC is or will be responsible for the management of the external and/or internal common areas of the entire Multi-Unit Development and all the services relating thereto.
 - (b) That the only shareholders/members in the OMC are the unit owners.
 - (c) How the service charge is apportioned between the unit owners.
 - (d) There has been no breach of Section 16 of the MUDs Act.
2. Who is presently managing the Multi-Unit Development?
3. If a firm of managing agents has been engaged state:
 - (a) The name of the firm.
 - (b) The terms of their engagement including (in particular) the amount of their charges.
 - (c) Whether they are employed by the Developer or the OMC.
5. Furnish the name of the solicitor or firm of solicitors representing the OMC.
6. (a) Are there house rules of the OMC other than as set out in the Memorandum and Articles of Association or in the Lease.
(b) If so furnish details of these rules and confirm that they were made in accordance with Section 23(4) of the MUDs Act.
7. (a) Has the OMC put a sinking fund into effect in accordance with Section 19 of the MUDs Act?
(b) If so what is the present level of the fund and where and in whose name is it held?
(c) What is the amount of contribution required under Section 19 (5) of the MUDs Act?
8. (a) What is the amount of the service charge currently payable?
(b) Furnish details of the scheme in respect of annual service charges as required under Section 18 (1) of the MUDs Act.

- (c) Furnish a copy of the estimate for the current service charge year as required under Section 18 of the MUDs Act.
 - (d) Confirm the estimate was considered and approved as required under Section 18(2) of the MUDs Act.
 - (e) Furnish a copy of the last annual report as required under Section 17 of the MUDs Act and confirm that all requirements in relation to the annual meeting have been complied with by the OMC.
 - (f) Furnish now the accounts of the OMC for the previous financial year.
9. Is the Vendor or the OMC aware of any possible claim against the funds of the OMC?
10. Is the Vendor or the OMC aware of any proposal by the OMC to carry out any repair work or incur other expenditure which would substantially affect the service charge payable at present?
11. Has any application to Court been made or is pending or has been threatened by any person under Section 24 of the MUDs Act in relation to the OMC or the Multi-Unit Development? If so please furnish full details.
12. Has the OMC entered into any contracts which would contravene Section 32 of the MUDs Act?
13. Furnish a certified copy of the current block insurance policy together with evidence that it is in force together with a letter of interest noting the Purchaser's and (if applicable) the mortgagee's name(s).
14. Hand over on closing;
- (a) Share Certificate in or membership certificate of the OMC in the name of the Vendor.
 - (b) Receipt for latest payment of the service charge.

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

[DATE:Today]

[CAN:Name.LocalAuthori#01]
[CAN:Address.LocalAuthori#01]

RE: Our Client: [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01]
Sale of Property at [CSM:CsPremises]

Dear [CAN:Salutation.LocalAuthori#01]

We have been instructed to act on behalf of [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01] the Vendor in respect of the sale of [CSM:CsPremises]

In respect of same, would be obliged if you could please provide us with a letter confirming whether the roads and service abutting the above property are in charge of the Local Authority.

We enclose cheque in favour of [CAN:Name.LocalAuthori#01] being your fee for same.

We await hearing from you in early course.

Yours sincerely,

[SYS:CON:NAME]

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

[DATE:Today]

[CAN:Name.LocalAuthori#01]
[CAN:Address.LocalAuthori#01]

RE: Our Client: [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01]
Sale of Property at [CSM:CsPremises]

Dear [CAN:Salutation.LocalAuthori#01]

We have been instructed to act on behalf of [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01] the Vendor in respect of the sale of [CSM:CsPremises]

The above property is held under a Lease between [UDF:LeaseFirstPty] of the one part and [UDF:LeaseSecondPty] of the other part. We enclose copy Folio [UDF:u.folio.no] for the property. We would be obliged if you could please issue us with a letter confirming there no breaches of the covenants and conditions set out in the Lease.

We enclose cheque in favour of being your fee for same.

We await hearing from you in early course.

Yours sincerely,

[SYS:CON:NAME]

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

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

PURCHASER: [CAN:NAME.Purchaser#@&]

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.

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 hereunder and for the time being in force.

| RQUISITIONS ON TITLE | REPLIES |
|-----------------------------|----------------|
| | |

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

| REQUISITIONS ON TITLE | REPLIES |
|--|---|
| Without prejudice to the foregoing objections (if any) the following requisitions on Title are made: | |
| 1. PREMISES | 1. |
| 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. | 1.1 Not Applicable |
| 2. Which of the boundaries belong to the property and which are party | 1.2 All boundary walls are party unless otherwise stated in the Title. |
| 3. In relation to boundaries: | 1.3 |
| a. Furnish now any Agreements as to repair maintenance or otherwise. | a. None such |
| b. Are there any disputes with the adjoining owner. | b. Not to Vendor's knowledge |
| 4. Is the property registered under the National House Building Guarantee Scheme/Home Bond Scheme. | 4. If the house was built less than 6/10 years ago, the answer is affirmative. |
| 5. If so and if still in force furnish now Guarantee Certificate/Final Notice. | 5. Agreed, if applicable |
| 2. SERVICES | 2. |
| 1. Is the property serviced with: | 1. |
| a. Drainage | a. Yes |
| (i). If so please state whether by mains, septic tank, or other. | (i). Mains |
| b. Water | b. Yes |
| c. Electricity | c. Yes |
| d. Telephone | d. Yes |
| e. Gas | e. Yes |
| 2. If applicable furnish letter(s) consenting to the transfer of the telephone line(s) instrument(s) and number(s) to the purchaser. | 2. Agreed if applicable. |
| 3. Have the services (including roads lanes footpath sewers and drains) abutting or servicing the property being taken over by the Local Authority. | 3. |
| 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. | 4. If the answer to question 2.3 is affirmative solicitor's letter will be furnished at closing. |
| 5. If the services are not in charge furnish an Indemnity under Seal. | 5. If the answer to question 2.3 is negative, the Indemnity duly assigned will be handed over at closing. |
| 6. If an Indemnity has been given to the Vendor or his predecessor have it assigned to the | 6. If the answer to question 2.3 in negative, the Indemnity duly assigned will be handed over at |

| | |
|------------|----------|
| purchaser. | closing. |
|------------|----------|

| | |
|---|--|
| 3. EASEMENTS AND RIGHTS | 3. (1-2) None other than those that are self evident from inspection of premises or are disclosed on title or are usual in property of this nature. |
| 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. | |
| 4. OBLIGATION/PRIVILEGES | 4. (1-3) None other than those that are self evident from inspection of premises or are disclosed on title or are usual in property of this nature. |
| 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. | |
| 5. FORESTRY | 5. This requisition covering 5. (1-6), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 6. FISHING | 6. This requisition covering 6. (1-4), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 7. SPORTING | 7. This requisition covering 7. (1-4), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 8. POSSESSION | 8. |
| Confirm that clear vacant possession of the entire property will be handed over at closing. | Confirmed |

| | |
|---|---|
| 9. TENANCIES | 9. |
| 1a. Is the property or any part of it let | The property is not let therefore this requisition is not applicable in its entirety |
| 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 and Tenant Act, 1994 furnish nor the copy of same and original on closing. | |
| 2. When exactly did the tenant commence occupation of the property. | |
| 3. Furnish now the 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 improvement 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 to 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 Register of the Housing Authority showing the property registered and any changes (as the case may be). | |
| 10. HOUSING (PRIVATE RENTED DWELLINGS ACTS 1982-1983 (The Acts). | 10. |
| 1. If the property or any part of it is a dwelling within the meaning The Acts furnish now in respect of each tenant: | The property is not a dwelling within the provisions of the Housing (Private Rented Dwellings Acts 1982-1983), and therefore, this requisition is not applicable in its entirety. |
| a. The date the tenants commenced to occupy the dwelling | |
| b. The age and marital status of the tenant. | |

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| 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 1960-1967. | |
| 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. Certificate of Registration of changes in terms of tenancy (if any) within 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. | |
| 11. OUTGOINGS | 11. |
| 1. What is the Rateable Valuation of: | 1. |
| a. Lands | a. & b. No longer relevant on account of the new P.D. form. |
| b. Buildings | |
| 2. Has any work been carried out on the property which might result in the valuation being revised | 2. None other than those works disclosed in the planning section?. |
| 3. Has any notice or intimation given of any change in the Rateable Valuation | 3. No |
| 4. Give Particulars of any remission of rates in force | 4. Usual domestic remission |
| 5a. Is there or has there been a separate water rate and/or refuse charge payable | 5a. Yes, unless Dublin Corporation area. |

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| 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. | b. Agreed, if payable on closing |
| 6. Give particulars of any other periodic or annual charge which affect the property or any part of it. | 6. None other than those disclosed on title. |
| 7. Furnish receipts to last accountable date in respect of all outgoing. | 7. Agreed if applicable |
| 8. Furnish Apportionment Account together with vouchers necessary to vouch same. | 8. Agreed if applicable. |
| 9. Furnish on closing copy letter to Rating Authority notifying them of the change of ownership. | 9. Agreed |
| 12. NOTICES | 12. |
| 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 | 1a. None other than those disclosed on the title or in the contract. |
| Air Pollution Act | |
| Building Control Act | |
| Conveyancing Acts | |
| Derelict Sites Act | |
| Electricity Supply Act | |
| Environmental Agency Act | |
| Fire Brigade Acts | |
| Fire Services Acts | |
| Forestry Acts | |
| Gas Acts | |
| Gas 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 | |

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| Order or Statutory Instrument. | |
| b. Furnish now any Notice Certificate or Order so served or received. | b. Agreed if applicable. |
| c. Has the same been complied with | c. Yes |
| 2a. Has the Vendor served any such Notice | 2a. No |
| b. If so furnish copy now | b. Not applicable |
| 3a. Has a Notice of intention to compulsorily acquire the property or to resume possession 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. | 3a. Not to Vendor's knowledge but purchasers should make their own enquiries. |
| b. If so furnish copies now | b. No |
| 13. SEARCHERS | 13. |
| 1. Give the Vendor's full name and present address | 1. Name and address sufficiently identified in contract. |
| 2. Has the Vendor ever executed any document in relation to the property in the Irish equivalent or any other variant of his name | 2. No |
| 3. Has the Vendor ever committed an act of bankruptcy or been adjudicated a bankrupt | 3. No |
| 3. Purchaser will make Searches where necessary in the Registry of Deeds Land Registry Judgements (High Court Register of Judgements and Encumbrances 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. | 4. Noted |
| 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. | 5. None Relevant. |
| 14. INCUMBRANCES/PROCEEDINGS | 14. |
| 1. Is the property subject to any: | 1. |
| a. Mortgage or charge. If so give full particulars. Evidence or Release or discharge must be furnished on closing. | a. Yes. See Special Conditions in contract for sale. The charge will be discharged in accordance with Special Conditions in Contract. |
| b. Charge under the public health Acts as amended or extended. | b. No |
| c. Rent Charge | c. No |
| 2a. Has the Vendor or his predecessors in title received any Grant in respect of the property | 2a. No |
| b. If so furnish now particulars including the date for Grant approval | b. Not Applicable |
| c. Is any part repayable | c. Not Applicable |

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| 3. Has any judgement been obtained against the Vendor which is capable of being registered as a Judgement Mortgage | 3. Not to Vendor's knowledge |
| 4. Is there any litigation pending or threatened or has any Court Order been made in relation to property or any part of it or the use thereof or has any adverse claim thereto being made by any person. | 4. Not to Vendor's knowledge |
| 5a. Has any person other than the Vendor made any direct or indirect 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. | 5a. No |
| b. If so furnish now details of the interest acquired or claimed. | b. Not applicable |
| 15. VOLUNTARY DISPOSITIONS/BANKRUPTCY | 15. |
| If there is a voluntary disposition on Title furnish now in respect of each such disposition: | There is no voluntary disposition on Title and accordingly requisition 15 does not apply in its entirety. |
| 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. | |
| 16. TAXATION | 16. |
| 1a. On the death of any person on the title prior to the 1/4/1975 did any reversionary interest pass | 1a. No such reversionary interest passed |
| b. If so was payment of Estate Duty arising on such passing deferred. | b. Not applicable. |
| 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. | c. Not applicable |
| 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. | Agreed if applicable |

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| 3. If there has been any taxable gift of the property comprised in the sale within the previous two years furnish now | 3. There has been no taxable gift of the property comprised in the sale within the previous two years |
| 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 | 4a. No |
| b. If so furnish now Certificate of discharge from Capital Acquisitions Tax in relation thereto. | b. Not applicable |
| 5a. Has there been any death on the title after the 17th June, 1993. | 5a. See Contract |
| b. If so furnish Certificate of Discharge from Probate Tax. | b. Agreed if applicable |
| 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. | 6. Not applicable |
| 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. | 7. Agreed if the sale price exceeds the Capital Gains Tax threshold |
| 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. | 8. Noted |
| 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 | 9. Agreed if applicable |
| 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. | 10. Noted |

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| 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: | 11. |
| a. Was the property acquired after 5 April 1996 by a bona fide purchaser for full consideration in money or moneys worth? | |
| b. If the property was not so previously acquired furnish on or before closing | |
| (i). Certificate of Clearance from Residential Property Tax; | (i). Agreed if threshold is extended |
| (ii) Certificate of Discharge from Residential Property Tax where there has been a transfer between spouses after 17th June 1993. | (ii). Not applicable |
| 12. The Vendor must comply with the Finance Act 1909/10 as amended in relation to Particulars Delivered Stamp | 12. Completed P.D form in duplicate will be handed over at closing. Please furnish Tax Number/P.R.S.I. number of purchaser. |
| 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. | |
| 16A. VALUE ADDED TAX | |
| 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), | |

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| 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 FormVAT4A 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. That VAT life of any such interests. | |

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| 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. | |
| 17. NON RESIDENT VENDIR | 17. |
| | This requisition covering 17.1(a-b), as per the Law Society’s edition of requisitions 1996 is not applicable in its entirety |
| 18. BODY CORPORATE VENDOR | 18. |
| | This requisition covering 18(1-6),as per the Law Society’s edition of requisitions 1996 is Not applicable in its entirety |
| 19. LAND ACT 1965 | 19. |
| | This requisition covering 19(1 - 5),as per the Law Society’s edition of requisitions 1996 is not applicable in its entirety |
| 20. UNREGISTERED PROPERTY | 20. This requisition covering 20(1-6),as per the Law Society’s edition of requisitions 1996 is not applicable in its entirety |
| 21. IDENTITY | 21. |
| The identity of the property sold with that to which the title is purported to be shown must be proved. | Property sufficiently identified from title furnished. |
| 22. REGISTERED PROPERTY | 22. |
| 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 | a. Agreed, if Land Cert has Issued. |

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| 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. | b. Confirmed if Land Certificate has not been issued |
| c. Land Registry Map/ File Plan. | c. Agreed |
| 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. | d. Agreed, if part of the folio is transferred |
| e. Certificate of Redemption Value. | e. Not applicable |
| f. Section 72 Declaration including a paragraph confirming no deaths or voluntary dispositions on title within the past twelve years. | f. Agreed |
| g. If the title is possessory or qualified Affidavit or sufficient evidence to enable the Purchaser to convert it to absolute. | g. Not applicable |
| 3. Confirm that Vendor is the registered owner. | 3. Confirmed unless contract states otherwise. |
| 4. Have any Dealings been registered on the folio or any Dealings pending which are not shown on the Folio furnished. | 4. Not to Vendors knowledge |
| 23. NEWLY ERECTED PROPERTY | 23. |
| | This requisition covering 23(1-3),as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 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") | 24. |
| 1. Is the property or any part thereof the Vendor's Family Home as defined in either the 1976 Act or the 1995 Act. | 1. |
| 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. | 2. Agreed if applicable. |
| 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. | 3. Agreed, if applicable |
| 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 | 4. No. The Land Registry title is absolute and accordingly this requisition does not apply |

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| 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. | 5. (a-d) does not apply on account of reply to requisitions 24.4 |
| 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. | b. No, see reply to 5a |
| 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. | c. Not applicable |
| 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. | d. Not applicable |
| 25. FAMILY LAW ACT 1981 (the 1981 Act) THE FAMILY LAW ACT 1995 (the 1995 Act) AND FAMILY LAW (DIVORCE) ACT 1996 ("the Act") | 25. |
| 1. Has there been any disposition of the property to which Section 3 and 4 of the 1981 Act would apply. | 1. No |
| 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. | 2. Draft herewith |
| 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. | 3. Not applicable |
| 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. | 4. Confirmed and agreed |
| 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") | 26. |
| 1. Confirm by way of Statutory Declaration that no Application or Order has been made under the | 1. Confirmed and agreed. |

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| 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) | 2. Confirmed and agreed |
| 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. | 3. Confirmed |
| 4. Furnish now draft Declaration for approval. | 4. Herewith |
| 27. LOCAL GOVERNMENT (PLANNING & DEVELOPMENT) ACT 1963 (the Planning Act) | 27. |
| 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. | 1. |
| 2. In respect of all such developments furnish now (where applicable): | 2. |
| a. Grant of Planning Permission or | a. Agreed if the answer to question 27.1 is affirmative. |
| b. Outline Planning Permission and Grant of Approval. | b. No |
| c. Building Bye-Law Approval (if applicable). | c. Agreed if the answer to question 27.1 is affirmative and the development was constructed before 1990 |
| d. Evidence of Compliance with the financial conditions by way of letter /receipt from the Local Authority. | d. Agreed if the answer to question 27.1 is affirmative. |
| 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. | e. Agreed if the answer to question 27.1 is affirmative but subject to the Special Conditions of Sale in to planning. |
| 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. | f. If there is an exempted development on the premises Purchasers are referred on the premises Purchasers are referred to the certificate of Architect/Engineer herewith enclosed |
| 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. | 3. Declined |

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| 4. Is the property subject to: | 4. |
| a. Any Special Amenity Area Preservation Conservation or any other order under the Planning Acts which affect the property or any part thereof. | a. Declined, Purchaser should make his own enquiries. |
| 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. | b. Declined, Purchaser should make his own enquiries. |
| 5. Is there any unauthorised development as defined in the Planning Acts. | 5. |
| 6. If there is any such unauthorised development furnish prior to closing: | 6a-c, Agreed, as appropriate but subject to Special Conditions of Sale |
| 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 ten years ago) satisfactory evidence from an Architect/ Engineer that the drawings Submitted on the application for retention Correctly show the structure(s) as built and That the conditions (if any) attached to the Retention permission have been complied with" | |
| 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. | 7. Residential since construction. |
| 8. Has the property been used for each of the uses aforesaid without material change continuously since the 1st day of October,1964. | 8. Yes since construction. |
| 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. | 9. Purchaser should carry out his own searches. |
| 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. | 10a. No |
| b. If so furnish now copy of same. | b. Not applicable |
| 11a. Has there been any application for or award of compensation under the Planning Acts. | 11a. No |
| b. If so furnish now copy of same. | b. Not applicable |
| 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 | c. No |

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| 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. | 12a. Agreed, if applicable but subject to Special Conditions of Sale. |
| 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. | b. Not applicable |
| 13. Furnish now Statutory Declaration by a competent person evidencing user of the property from the 1st October 1964 to date. | 13. Declined. |

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| 28. BUILDING CONTROL ACT 1990 AND ANY REGULATIONS ORDER OR INSTRUMENT THEREUNDER (REFERRED TO COLLECTIVELY AS The Regulations) | 28. |
| 1. Is the property or any part thereof affected by any of the provisions of the Regulations. | 1. |
| 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. | 2. |
| 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. | 3. If the answer to question 28.1 is affirmative then the appropriate certificate will be furnished. |
| 4a. Has a Commencement Notice been given to the Building Control Authority in respect of the property. | 4a. |
| b. If so furnish now a copy of the same. | b. Agreed, if applicable |
| 5. If the property is such that a Fire Safety Certificate is one of the requirements of the Regulations: | 5a-b. Not applicable |
| 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. | 6a. No |
| b. If so furnish now a copy of the Notice and a Certificate of Compliance made by a competent person. | b. Not applicable |
| 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. | 7. No such application has been made. |
| 8a. Has any application been made to the High Court under Section 12 of Building Control Act 1990. | 8a. No such application has been made. |
| 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. Not applicable |

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| 29. FIRE SERVICES ACT 1981 (the Act) | 29. |
| | This requisition covering 29(1 - 3) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 30. SAFETY HEALTH AND WELFARE AT WORK (CONSTRUCTION) REGULATIONS | 30. |
| | This requisition covering 30(1-2) as per the 1955 (the Regulations) Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 31. ENVIRONMENTAL | 31. |
| | This requisition covering 31(1 - 5) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 32. FOOD HYGIENE REGULATIONS | 32. |
| | This requisition covering 32(1 - 2) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 33. LEASEHOLD/FEE FARM GRANT PROPERTY | 33. |
| | This requisition covering 33(1 - 9) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 34. ACQUISITION OF FEE SIMPLE UNDER THE LANDLORD AND TENANT (GROUND RENT) ACT 1967 | 34. |
| | This requisition covering 34(1-8) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 35. LOCAL GOVERNMENT (MULTI STOREY BUILDINGS) ACT 1988 (the 1988 Act) | 35. |
| | This requisition covering 35(1 - 9) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 36. NEW FLATS/NEW MANAGED PROPERTIES (In a development hereinafter described as the Estate) | 36 |
| | This requisition covering 36(1 - 16) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |

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| 37. SECOND HAND FLATS/ SECOND HAND MANAGED PROPERTIES (In a development hereinafter described as the Estate) | 37. |
| | This requisition covering 37(1 - 15), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 38. TAX BASED INCENTIVES/DESIGNATED AREAS | 38. |
| | This requisition covering 38.(1 - 3),as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 39. MILK QUOTAS | 39. |
| | This requisition covering 39.(1 - 7),as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 40. LICENSING | 40. |
| | This requisition covering 40.(1 - 24),as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 41. RESTAURANT/HOTEL | 41. |
| | This requisition covering 41.(1 - 7),as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 42. SPECIAL RESTAURANT LICENCE | 42. |
| | This requisition covering 42.(1 - 14),as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 43. DANCING MUSIC AND SINGING | 43. |
| | This requisition covering 43.(1 - 3),as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 44. COMPLETION | 44 |
| Hand over on closing the following documents: | |
| 1a. Original Land Certificate. | 1. Agreed if applicable. |
| 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. | 2. Agreed. |

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| 3. P.D. Forms in duplicate. | 3. Agreed. |
| 4. Certified copy Folio brought up to date with file plan attached. | 4. Agreed if it has not already been furnished. |
| 5. Vendors Family Home Declaration complying with requirements of requisitions 24, 25, 26. | 5. Agreed as per replies to Requisitions 24, 25 And 26 |
| 6. Vendors Section 72 Declaration. | 6. Agreed. |
| 7. Booklet of Title (if any). | 7. Already furnished. |
| 8(a) Planning documents in respect of construction of original property and any subsequent developments/extensions/conversions, changes of use as follows: | 8. (a, b and c) Agreed as per Replies to Requisitions 27, 28 and 29 but subject to Special Conditions of Sale (if any) in the Contract. |
| (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 8(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. | (d). No. |
| (e). Receipts for financial contributions required under Planning Permission | (e). Agreed only if Roads and Services are not in charge |
| 9. Letter from local authority confirming roads and services are in charge or solicitors certificate or Indemnity and Maintenance Agreement duly assigned. | 9. Agreed as appropriate |
| 10. Receipt for domestic water charge and refuse charge up to date or other Local Authority charge. | 10. Agreed |
| 11. Letter consenting to transfer of telephone line. | 11. Agreed. |
| 12. Taxation certificates as follows (as may be applicable): | 12. Agreed if applicable. |
| (1) Capital Gains Tax | |
| (2) Residential Property Tax | |
| (3) CAT Discharge for all deaths on prior title. | |
| (4) Probate Tax Discharge for deaths since 17th June, 1993 (Form PT2) | |
| 13. If there is a Voluntary transaction on title in the last 12 years please furnish: | 13. Agreed if applicable |
| (a) CAT Clearance Certificate | |
| (b) Declaration of Solvency of Grantor | |
| (c) Bankruptcy Search. | |
| 14. Letter from Local Authority as to change of address (if applicable) | 14. Agreed. |
| 15. Home Bond Certificate assigned to Purchaser. (If applicable). | 15. Agreed if applicable |
| 16. All documents hereinbefore requisitioned. | 16. Agreed as per replies |

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| KEYS | |
| 45 | 45 |
| Hand over on closing | (a-b). Agreed |
| a. Keys | |
| b. Possession | |
| 46. | 46. |
| The right is reserved by the Purchaser to make any further objections or requisitions | Not Admitted |

Dated the day of 2013

Dated the day of 2013

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

[SYS:CON:Name]
Solicitor for the Vendor

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

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

PURCHASER: [CAN:NAME.Purchaser#@&]

PROPERTY: [CSM:CSPREMISES]

OUR REF: [MAT:Code]

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 hereunder and for the time being in force.

| REQUISITIONS ON TITLE | REPLIES |
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Law Society Objections and Requisitions
2001 Edition
©Law Society of Ireland

| REQUISITIONS ON TITLE | REPLIES |
|--|--|
| Without prejudice to the foregoing objections (if any) the following requisitions on Title are made: | |
| 1. PREMISES | 1. |
| 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. | 1.1 Not Applicable |
| 2. Which of the boundaries belong to the property and which are party | 1.2 All boundary walls are party unless otherwise stated in the Title with the exception of that to the front of the premises. |
| 3. In relation to boundaries: | 1.3 |
| a. Furnish now any Agreements as to repair maintenance or otherwise. | a. None such |
| b. Are there any disputes with the adjoining owner. | b. Not to Vendor's knowledge |
| 4. Is the property registered under the National House Building Guarantee Scheme/Home Bond Scheme. | 4. If the house was built less than 6 years ago, the answer is affirmative. |
| 5. If so and if still in force furnish now Guarantee Certificate/Final Notice. | 5. Agreed, if applicable |
| 2. SERVICES | 2. |
| 1. Is the property serviced with: | 1. |
| a. Drainage | a. Yes |
| (i). If so please state whether by mains, septic tank, or other. | (i). Mains |
| b. Water | b. Yes |
| c. Electricity | c. Yes |
| d. Telephone | d. Yes |
| e. Gas | e. Yes |
| 2. If applicable furnish letter(s) consenting to the transfer of the telephone line(s) instrument(s) and number(s) to the purchaser. | 2. Agreed if applicable. |
| 3. Have the services (including roads lanes footpath sewers and drains) abutting or servicing the property being taken over by the Local Authority. | 3. Enquiries being made. Solicitors letter following inspection or letter from Local Authority confirming position will be furnished at closing. |
| 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. | 4. If the answer to question 2.3 is affirmative solicitor's letter will be furnished at closing. |
| 5. If the services are not in charge furnish an Indemnity under Seal. | 5. If the answer to question 2.3 is negative, the Indemnity duly assigned will be handed over at closing. |
| 6. If an Indemnity has been given to the Vendor | 6. If the answer to question 2.3 in negative, the |

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| or his predecessor have it assigned to the purchaser. | Indemnity duly assigned will be handed over at closing. |
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| 3. EASEMENTS AND RIGHTS | 3. (1-2) None other than those that are self evident from inspection or muminents of title. |
| 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. | |
| 4. OBLIGATION/PRIVILEGES | 4. (1-3) None other than those that are self evident from inspection or muminents of title. |
| 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. | |
| 5. FORESTRY | 5. This requisition covering 5. (1-6), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 6. FISHING | 6. This requisition covering 6. (1-4), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 7. SPORTING | 7. This requisition covering 7. (1-4), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 8. POSSESSION | 8. |
| Confirm that clear vacant possession of the entire property will be handed over at closing. | Confirmed |
| 9. TENANCIES | 9. |
| 1a. Is the property or any part of it let | The property is not let therefore this requisition is not applicable in its entirety |

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| 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 and Tenant Act, 1994 furnish nor the copy of same and original on closing. | |
| 2. When exactly did the tenant commence occupation of the property. | |
| 3. Furnish now the 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 improvement 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 to 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 Register of the Housing Authority showing the property registered and any changes (as the case may be). | |
| 10. HOUSING (PRIVATE RENTED DWELLINGS ACTS 1982-1983 (The Acts). | 10. |
| 1. If the property or any part of it is a dwelling within the meaning The Acts furnish now in respect of each tenant: | The property is not a dwelling within the provisions of the Housing (Private Rented Dwellings Acts 1982-1983), and therefore, this requisition is not applicable in its entirety. |
| a. The date the tenants commenced to occupy the dwelling | |
| b. The age and marital status of the tenant. | |

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| 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 1960-1967. | |
| 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. Certificate of Registration of changes in terms of tenancy (if any) within 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. | |
| 11. OUTGOINGS | 11. |
| 1. What is the Rateable Valuation of: | |
| a. Lands | a. Enquiries being made. |
| b. Buildings | b. Enquiries being made. |
| 2. Has any work been carried out on the property which might result in the valuation being revised | 2. None other than those works disclosed in the planning section?. |
| 3. Has any notice or intimation given of any change in the Rateable Valuation | 3. No |
| 4. Give Particulars of any remission of rates in force | 4. Usual domestic remission |
| 5a. Is there or has there been a separate water rate and/or refuse charge payable | 5a. Yes, unless Dublin Corporation area. |

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| 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. | b. Agreed, if payable on closing |
| 6. Give particulars of any other periodic or annual charge which affect the property or any part of it. | 6. None other than those disclosed on title. |
| 7. Furnish receipts to last accountable date in respect of all outgoing. | 7. Agreed if applicable |
| 8. Furnish Apportionment Account together with vouchers necessary to vouch same. | 8. Agreed if applicable. |
| 9. Furnish on closing copy letter to Rating Authority notifying them of the change of ownership. | 9. Agreed |
| 12. NOTICES | 12. |
| 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 | 1a. None to the knowledge of the vendor |
| Air Pollution Act | |
| Building Control Act | |
| Conveyancing Acts | |
| Derelict Sites Act | |
| Electricity Supply Act | |
| Environmental Agency Act | |
| Fire Brigade Acts | |
| Fire Services Acts | |
| Forestry Acts | |
| Gas Acts | |
| Gas 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 | |

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| Order or Statutory Instrument. | |
| b. Furnish now any Notice Certificate or Order so served or received. | b. Agreed if applicable. |
| c. Has the same been complied with | c. Yes |
| 2a. Has the Vendor served any such Notice | 2a. No |
| b. If so furnish copy now | b. Not applicable |
| 3a. Has a Notice of intention to compulsorily acquire the property or to resume possession 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. | 3a. Not to Vendor's knowledge but purchasers should make their own enquiries. |
| b. If so furnish copies now | b. No |
| 13. SEARCHERS | 13. |
| 1. Give the Vendor's full name and present address | 1. Name and address sufficiently identified in contract. |
| 2. Has the Vendor ever executed any document in relation to the property in the Irish equivalent or any other variant of his name | 2. No |
| 3. Has the Vendor ever committed an act of bankruptcy or been adjudicated a bankrupt | 3. No |
| 3. Purchaser will make Searches where necessary in the Registry of Deeds Land Registry Judgements (High Court Register of Judgements and Encumbrances 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. | 4. Noted |
| 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. | 5. None Such |
| 14. INCUMBRANCES/PROCEEDINGS | 14. |
| 1. Is the property subject to any: | 1. |
| a. Mortgage or charge. If so give full particulars. Evidence or Release or discharge must be furnished on closing. | a. Yes. See Special Conditions in contract for sale. The charge will be discharged in accordance with Special Conditions in Contract. |
| b. Charge under the public health Acts as amended or extended. | b. No |
| c. Rent Charge | c. No |
| 2a. Has the Vendor or his predecessors in title received any Grant in respect of the property | 2a. No |
| b. If so furnish now particulars including the date for Grant approval | b. Not Applicable |
| c. Is any part repayable | c. Not Applicable |
| 3. Has any judgement been obtained against the | 3. Not to Vendor's knowledge |

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| Vendor which is capable of being registered as a Judgement Mortgage | |
| 4. Is there any litigation pending or threatened or has any Court Order been made in relation to property or any part of it or the use thereof or has any adverse claim thereto being made by any person. | 4. Not to Vendor's knowledge |
| 5a. Has any person other than the Vendor made any direct or indirect 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. | 5a. No |
| b. If so furnish now details of the interest acquired or claimed. | b. Not applicable |
| 15. VOLUNTARY DISPOSITIONS/BANKRUPTCY | 15. |
| If there is a voluntary disposition on Title furnish now in respect of each such disposition: | There is no voluntary disposition on Title and accordingly requisition 15 does not apply in its entirety. |
| 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. | |
| 16. TAXATION | 16. |
| 1a. On the death of any person on the title prior to the 1/4/1975 did any reversionary interest pass | 1a. No such reversionary interest passed |
| b. If so was payment of Estate Duty arising on such passing deferred. | b. Not applicable. |
| 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. | c. Not applicable |
| 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. | Agreed if applicable |
| 3. If there has been any taxable gift of the property comprised in the sale within the previous | 3. There has been no taxable gift of the property comprised in the sale within the |

| two years furnish now | previous two years |
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| 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 | 4a. No |
| b. If so furnish now Certificate of discharge from Capital Acquisitions Tax in relation thereto. | b. Not applicable |
| 5a. Has there been any death on the title after the 17th June, 1993. | 5a. See Title furnished. |
| b. If so furnish Certificate of Discharge from Probate Tax. | b. Agreed if applicable |
| 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. | 6. Not applicable |
| 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. | 7. Agreed if the sale price exceeds the Capital Gains Tax threshold |
| 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. | 8. Noted |
| 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 | 9. Agreed if applicable |
| 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. | 10. Noted |
| 11. Where the property in sale consists in whole or in part of residential property as defined in | 11. |

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| 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? | |
| b. If the property was not so previously acquired furnish on or before closing | |
| (i). Certificate of Clearance from Residential Property Tax; | (i). Agreed if threshold is extended |
| (ii) Certificate of Discharge from Residential Property Tax where there has been a transfer between spouses after 17th June 1993. | (ii). Not applicable |
| 12. The Vendor must comply with the Finance Act 1909/10 as amended in relation to Particulars Delivered Stamp | 12. Completed P.D form in duplicate will be handed over at closing |
| 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. | |
| 16A. VALUE ADDED TAX | |
| 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 | |

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| 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 Form VAT4A 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. That VAT life of any such interests. | |
| c. Has there been any surrender, abandonment, ejectment or forfeiture of any such leasehold interest. | |

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| 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, ejection or forfeiture. | |
| 17. NON RESIDENT VENDOR | 17. |
| | This requisition covering 17.1(a-b), as per the Law Society’s edition of requisitions 1996 is not applicable in its entirety |
| 18. BODY CORPORATE VENDOR | 18. |
| | This requisition covering 18(1-6), as per the Law Society’s edition of requisitions 1996 is Not applicable in its entirety |
| 19. LAND ACT 1965 | 19. |
| | This requisition covering 19(1 - 5), as per the Law Society’s edition of requisitions 1996 is not applicable in its entirety |
| 20. UNREGISTERED PROPERTY | 20. This requisition covering 20(1-6), as per the Law Society’s edition of requisitions 1996 is not applicable in its entirety |
| 21. IDENTITY | 21. |
| The identity of the property sold with that to which the title is purported to be shown must be proved. | Property sufficiently identified from title furnished. Purchaser should satisfy himself with position on the ground |
| 22. REGISTERED PROPERTY | 22. |
| 1. Furnish now copies of the following | |
| a. Certified copy Folio written up to date. | a. Agreed |
| b. Land Registry Map/ File Plan. | b. Agreed |
| c. Certificate of Redemption Value of any Land Purchase Annuity unless such Annuity will be automatically removed. | c. Not applicable |
| d. Draft Section 72 Declaration should any such burden affect the property. | d. No |
| e. Draft Affidavit to convert possessory title to absolute where relevant. | e. Title absolute |
| 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. | f. Agreed, if part of the folio is being transferred |
| 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 | a. Agreed, if Land Cert has Issued. |

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| 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. | b. Confirmed if Land Certificate has not been issued |
| c. Land Registry Map/ File Plan. | c. Agreed |
| 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. | d. Agreed, if part of the folio is transferred |
| e. Certificate of Redemption Value. | e. Not applicable |
| f. Section 72 Declaration including a paragraph confirming no deaths or voluntary dispositions on title within the past twelve years. | f. Agreed |
| g. If the title is possessory or qualified Affidavit or sufficient evidence to enable the Purchaser to convert it to absolute. | g. Not applicable |
| 3. Confirm that Vendor is the registered owner. | 3. Confirmed unless contract states otherwise. |
| 4. Have any Dealings been registered on the folio or any Dealings pending which are not shown on the Folio furnished. | 4. Not to Vendors knowledge |
| 23. NEWLY ERECTED PROPERTY | 23. |
| | This requisition covering 23(1-3), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 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") | 24. |
| 1. Is the property or any part thereof the Vendor's Family Home as defined in either the 1976 Act or the 1995 Act. | 1. |
| 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. | 2. Agreed if applicable. |
| 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. | 3. Agreed, if applicable |
| 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 | 4. No. The Land Registry title is absolute and accordingly this requisition does not apply |

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| 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. | 5. (a-d) does not apply on account of reply to requisitions 24.4 |
| 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. | b. No, see reply to 5a |
| 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. | c. Not applicable |
| 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. | d. Not applicable |
| 25. FAMILY LAW ACT 1981 (the 1981 Act) THE FAMILY LAW ACT 1995 (the 1995 Act) AND FAMILY LAW (DIVORCE) ACT 1996 ("the Act") | 25. |
| 1. Has there been any disposition of the property to which Section 3 and 4 of the 1981 Act would apply. | 1. No |
| 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. | 2. Draft herewith |
| 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. | 3. Not applicable |
| 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. | 4. Confirmed and agreed |
| 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") | 26. |
| 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 | 1. Confirmed and agreed. |

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| 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) | 2. Agreed |
| 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. | 3. Agreed |
| 4. Furnish now draft Declaration for approval. | 4. Herewith |
| 27. LOCAL GOVERNMENT (PLANNING & DEVELOPMENT) ACT 1963 (the Planning Act) | 27. |
| 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. | 1. |
| 2. In respect of all such developments furnish now (where applicable): | 2. |
| a. Grant of Planning Permission or | a. Agreed if the answer to question 27.1 is affirmative. |
| b. Outline Planning Permission and Grant of Approval. | b. No |
| c. Building Bye-Law Approval (if applicable). | c. Agreed if the answer to question 27.1 is affirmative and the development was constructed before 1990 |
| d. Evidence of Compliance with the financial conditions by way of letter /receipt from the Local Authority. | d. Agreed if the answer to question 27.1 is affirmative. |
| 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. | e. Agreed if the answer to question 27.1 is affirmative but subject to the Special Conditions of Sale in to planning. |
| 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. | f. If there is an exempted development on the premises Purchasers are referred on the premises Purchasers are referred to the certificate of Architect/Engineer herewith enclosed |
| 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. | 3. Declined |
| 4. Is the property subject to: | 4. |

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| a. Any Special Amenity Area Preservation Conservation or any other order under the Planning Acts which affect the property or any part thereof. | a. Declined, Purchaser should make his own enquiries. |
| 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. | b. Declined, Purchaser should make his own enquiries. |
| 5. Is there any unauthorised development as defined in the Planning Acts. | 5. |
| 6. If there is any such unauthorised development furnish prior to closing: | 6a-c, Agreed, as appropriate but subject to Special Conditions of Sale |
| 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 ten years ago) satisfactory evidence from an Architect/ Engineer that the drawings Submitted on the application for retention Correctly show the structure(s) as built and That the conditions (if any) attached to the Retention permission have been complied with" | |
| 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. | 7. Residential since construction. |
| 8. Has the property been used for each of the uses aforesaid without material change continuously since the 1st day of October,1964. | 8. Yes since construction. |
| 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. | 9. Purchaser should carry out his own searches. |
| 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. | 10a. Non such |
| b. If so furnish now copy of same. | b. Not applicable |
| 11a. Has there been any application for or award of compensation under the Planning Acts. | 11a. No |
| b. If so furnish now copy of same. | b. Not applicable |
| 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. | c. No |

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| 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. | 12a. See special Conditions of Sale. |
| 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. | b. Not applicable |
| 13. Furnish now Statutory Declaration by a competent person evidencing user of the property from the 1st October 1964 to date. | 13. Declined. |
| 28. BUILDING CONTROL ACT 1990 AND ANY REGULATIONS ORDER OR INSTRUMENT THEREUNDER (REFERRED TO COLLECTIVELY AS The Regulations) | 28. |
| 1. Is the property or any part thereof affected by any of the provisions of the Regulations. | 1. |
| 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. | 2. |
| 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. | 3. If the answer to question 28.1 is affirmative then the appropriate certificate will be furnished. |
| 4a. Has a Commencement Notice been given to the Building Control Authority in respect of the property. | 4a. |
| b. If so furnish now a copy of the same. | b. Agreed, if applicable |
| 5. If the property is such that a Fire Safety Certificate is one of the requirements of the Regulations: | 5a-b. Not applicable |
| 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 | |

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| Authority in such Fire Safety Certificate. | |
| 6a. Has any Enforcement Notice under Section 8 of the Building Control Act been served. | 6a. No |
| b. If so furnish now a copy of the Notice and a Certificate of Compliance made by a competent person. | b. Not applicable |
| 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. | 7. No such applicatio. |
| 8a. Has any application been made to the High Court under Section 12 of Building Control Act 1990. | 8a. No such application |
| 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. Not applicable |
| 29. FIRE SERVICES ACT 1981 (the Act) | 29. |
| | This requisition covering 29(1 - 3) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 30. SAFETY HEALTH AND WELFARE AT WORK (CONSTRUCTION) REGULATIONS | 30. |
| | This requisition covering 30(1-2) as per the 1955 (the Regulations) Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 31. ENVIRONMENTAL | 31. |
| | This requisition covering 31(1 - 5) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 32. FOOD HYGIENE REGULATIONS | 32. |
| | This requisition covering 32(1 - 2) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 33. LEASEHOLD/FEE FARM GRANT PROPERTY | 33. |
| 1. Furnish evidence of the title to make the Lease / Fee Farm Grant | 1. See Special Conditions of Sale in the Contract |
| 2. Prove performance and observance of the covenants and conditions contained in the Lease / Fee Farm Grant | 2. No. |
| 3. Has any Notice affecting the property been served by the Lessor/Grantor. | 3. No |
| 4. Has there been any breach non observance or non-performance of any of the covenants | 4. None to Vendors knowledge other than those already disclosed in Replies to |

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| conditions or stipulations contained in the Lease/ Fee Farm Grant. | Requisitions on Title |
| 5. Produce for inspection and hand over at closing the last receipt for rent payable. | 5. Agreed, if available or declaration of non demand will be available on closing if no rent has been demanded |
| 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 | 6. See Lease. Vendor has no up to date information |
| 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: | 7. Agreed, if rent is nominal. |
| 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 | 8. Agreed, if applicable for the last 6 years only |
| 9. Furnish the consent of the Landlord to the Assignment (if applicable) by way of endorsement on the Deed. | 9. Declined. |
| 34. ACQUISITION OF FEE SIMPLE UNDER THE LANDLORD AND TENANT (GROUND RENT) ACT 1967 | 34 |
| 1. Has the Vendor taken any steps to acquire the Fee Simple | 1. |
| 2. If so what is the nature of the application i.e. is it by way of Vesting Certificate or otherwise. | 2-8. If any of the requisitions 34.2 to 34.8 apply vendor will furnish the documents in his possession as per the Special Conditions of Sale. |
| 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 | |

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| 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. | |
| 35. LOCAL GOVERNMENT (MULTI STOREY BUILDINGS) ACT 1988 (the 1988 Act) | 35. |
| | This requisition covering 35(1 - 9) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 36. NEW FLATS/NEW MANAGED PROPERTIES (In a development hereinafter described as the Estate) | 36 |
| | This requisition covering 36(1 - 16) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 37. SECOND HAND FLATS/ SECOND HAND MANAGED PROPERTIES (In a development hereinafter described as the Estate) | 37. |
| | This requisition covering 37(1 - 15), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 38. TAX BASED INCENTIVES/DESIGNATED AREAS | 38. |
| | This requisition covering 38. (1 - 3), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 39. MILK QUOTAS | 39. |
| | This requisition covering 39. (1 - 7), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 40. LICENSING | 40. |
| | This requisition covering 40. (1 - 24), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 41. RESTAURANT/HOTEL | 41. |
| | This requisition covering 41. (1 - 7), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 42. SPECIAL RESTAURANT LICENCE | 42. |
| | This requisition covering 42. (1 - 14), as per the Law Society's edition of requisitions 1996 |

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| | is not applicable in its entirety |
| 43. DANCING MUSIC AND SINGING | 43. |
| | This requisition covering 43. (1 - 3), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 44. COMPLETION | |
| Hand over on closing the following Documents: | |
| 1. Such documents as arise from the foregoing requisitions | |
| 2. i. Original Land Certificate. | 2. i |
| ii. Letter confirming that Land Certificate has not issued or been applied for. | ii |
| iii. Letter of consent for use of Land Certificate | iii |
| 3. Deed of Transfer executed by Vendor | 3. Agreed |
| 4. P.D. Forms in duplicate. | 4. Agreed |
| 5. Certified copy Folio brought up to date with file plan attached. | 5. Already furnished |
| 6. Vendors Family Home Declaration | 6. Agreed. |
| 7. Vendors Section 72 Declaration. | 7. Agreed. |
| 8. Booklet of Title | 8. Already furnished. |
| 9i Planning Documentation as per contract | 9i Agreed |
| ii Architect's Opinion on and Certificate of Compliance | ii |
| iii Receipts for financial contributions required under Planning permission | iii Agreed only if Roads and Services are not in charge |
| iv Planning Permission in relation to alterations and extensions | iv |
| 10. Letter from local authority confirming roads and services are in charge or solicitors certificate or Indemnity and Maintenance Agreement duly assigned. | 10. |
| 11. Receipt for domestic water charge and refuse charge up to date or other Local Authority charge. | 11. Agreed |
| 12. Taxation certificates as follows: | 12. |
| i Capital Gains Tax | I Agreed |
| ii Residential Property Tax | ii Agreed |
| iii CAT | iii Agreed |
| iv Probate Tax Discharge for deaths since 17th June, 1993 (Form PT2) | iv Agreed |
| v Corrective Affidavit | v Agreed |
| 13. If there is a Voluntary transaction on title in the last 12 years please furnish | 13 |
| i CAT Clearance Certificate | i Agreed |
| ii Declaration of Solvency of Grantor | ii. Only if Voluntary Deed within last 5 years |
| iii Bankruptcy Search. | iii Declined |
| 14. Letter from Local Authority as to change of address (if applicable). | 14. Agreed. |
| 15. Home Bond Certificate assigned to Purchaser. | 15. |
| 16. Undertaking to discharge Mortgage as per | 16. Agreed |

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| contract | |
| 17. Letter from Local Authority re; Consent | 17. Agreed. |
| 18. Explanation of Acts appearing on Searches | 18. Agreed |
| 19. Please confirm that there are no equitable charges | 19. Confirmed |
| KEYS | |
| 45 | 45 |
| Hand over on closing | (i-iii). Agreed |
| i. Keys | |
| ii Possession | |
| iii Alarm Code. | |
| 46. | 46. |
| The right is reserved by the Purchaser to make any further objections or requisitions | Not Admitted |

Dated the day of 2013

Dated the day of 2013

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

[SYS:CON:Name]
Solicitor for the Vendor

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

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

PURCHASER: [CAN:NAME.Purchaser#@&]

PROPERTY: [CSM:CSPREMISES]

OUR REF: [MAT:Code]

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 hereunder and for the time being in force.

| RQUISITIONS ON TITLE | REPLIES |
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Law Society Objections and Requisitions
2001 Edition
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| REQUISITIONS ON TITLE | REPLIES |
|--|--|
| Without prejudice to the foregoing objections (if any) the following requisitions on Title are made: | |
| 1. PREMISES | 1. |
| 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. | 1.1 Not Applicable |
| 2. Which of the boundaries belong to the property and which are party | 1.2 All boundary walls are party unless otherwise stated in the Title with the exception of that to the front of the premises. |
| 3. In relation to boundaries: | 1.3 |
| a. Furnish now any Agreements as to repair maintenance or otherwise. | a. None such |
| b. Are there any disputes with the adjoining owner. | b. Not to Vendor's knowledge |
| 4. Is the property registered under the National House Building Guarantee Scheme/Home Bond Scheme. | 4. If the house was built less than 6 years ago, the answer is affirmative. |
| 5. If so and if still in force furnish now Guarantee Certificate/Final Notice. | 5. Agreed, if applicable |
| 2. SERVICES | 2. |
| 1. Is the property serviced with: | 1. |
| a. Drainage | a. Yes |
| (i). If so please state whether by mains, septic tank, or other. | (i). Mains |
| b. Water | b. Yes |
| c. Electricity | c. Yes |
| d. Telephone | d. Yes |
| e. Gas | e. Yes |
| 2. If applicable furnish letter(s) consenting to the transfer of the telephone line(s) instrument(s) and number(s) to the purchaser. | 2. Agreed if applicable. |
| 3. Have the services (including roads lanes footpath sewers and drains) abutting or servicing the property being taken over by the Local Authority. | 3. Enquiries being made. Solicitors letter following inspection or letter from Local Authority confirming position will be furnished at closing. |
| 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. | 4. If the answer to question 2.3 is affirmative solicitor's letter will be furnished at closing. |
| 5. If the services are not in charge furnish an Indemnity under Seal. | 5. If the answer to question 2.3 is negative, the Indemnity duly assigned will be handed over at closing. |
| 6. If an Indemnity has been given to the Vendor | 6. If the answer to question 2.3 in negative, the |

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| or his predecessor have it assigned to the purchaser. | Indemnity duly assigned will be handed over at closing. |
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| 3. EASEMENTS AND RIGHTS | 3. (1 -2) None other than those disclosed by inspection or muminents of title. |
| 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. | |
| 4. OBLIGATION/PRIVILEGES | 4. (1-3) None other than those disclosed by inspection or muminents of title. |
| 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. | |
| 5. FORESTRY | 5. This requisition covering 5. (1-6), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 6. FISHING | 6. This requisition covering 6. (1-4), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 7. SPORTING | 7. This requisition covering 7. (1-4), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 8. POSSESSION | 8. |
| Confirm that clear vacant possession of the entire property will be handed over at closing. | Confirmed |

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| 9. TENANCIES | 9. |
| 1a. Is the property or any part of it let | The property is not let therefore this requisition is not applicable in its entirety |
| 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 and Tenant Act, 1994 furnish nor the copy of same and original on closing. | |
| 2. When exactly did the tenant commence occupation of the property. | |
| 3. Furnish now the 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 improvement 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 to 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 Register of the Housing Authority showing the property registered and any changes (as the case may be). | |
| 10. HOUSING (PRIVATE RENTED DWELLINGS ACTS 1982-1983 (The Acts)). | 10. |
| 1. If the property or any part of it is a dwelling within the meaning The Acts furnish now in respect of each tenant: | The property is not a dwelling within the provisions of the Housing (Private Rented Dwellings Acts 1982-1983), and therefore, this requisition is not applicable in its entirety. |
| a. The date the tenants commenced to occupy the dwelling | |
| b. The age and marital status of the tenant. | |

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| 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 1960-1967. | |
| 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. Certificate of Registration of changes in terms of tenancy (if any) within 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. | |
| 11. OUTGOINGS | 11. |
| 1. What is the Rateable Valuation of: | 1. |
| a. Lands | a. Enquiries being made. |
| b. Buildings | b. Enquiries being made. |
| 2. Has any work been carried out on the property which might result in the valuation being revised | 2. None other than those works disclosed in the planning section?. |
| 3. Has any notice or intimation given of any change in the Rateable Valuation | 3. No |
| 4. Give Particulars of any remission of rates in force | 4. Usual domestic remission |
| 5a. Is there or has there been a separate water rate and/or refuse charge payable | 5a. Yes, unless Dublin Corporation area. |

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| 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. | b. Agreed, if payable on closing |
| 6. Give particulars of any other periodic or annual charge which affect the property or any part of it. | 6. None other than those disclosed on title. |
| 7. Furnish receipts to last accountable date in respect of all outgoing. | 7. Agreed if applicable |
| 8. Furnish Apportionment Account together with vouchers necessary to vouch same. | 8. Agreed if applicable. |
| 9. Furnish on closing copy letter to Rating Authority notifying them of the change of ownership. | 9. Agreed |
| 12. NOTICES | 12. |
| 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 | 1a. None to the Knowledge of the Vendor. |
| Agricultural Credit Acts | |
| Air Pollution Act | |
| Building Control Act | |
| Conveyancing Acts | |
| Derelict Sites Act | |
| Electricity Supply Act | |
| Environmental Agency Act | |
| Fire Brigade Acts | |
| Fire Services Acts | |
| Forestry Acts | |
| Gas Acts | |
| Gas 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 | |

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| 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. | b. Agreed if applicable. |
| c. Has the same been complied with | c. Yes |
| 2a. Has the Vendor served any such Notice | 2a. No |
| b. If so furnish copy now | b. Not applicable |
| 3a. Has a Notice of intention to compulsorily acquire the property or to resume possession 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. | 3a. Not to Vendor's knowledge but purchasers should make their own enquiries. |
| b. If so furnish copies now | b. No |
| 13. SEARCHERS | 13. |
| 1. Give the Vendor's full name and present address | 1. Name and address sufficiently identified in contract. |
| 2. Has the Vendor ever executed any document in relation to the property in the Irish equivalent or any other variant of his name | 2. No |
| 3. Has the Vendor ever committed an act of bankruptcy or been adjudicated a bankrupt | 3. No |
| 3. Purchaser will make Searches where necessary in the Registry of Deeds Land Registry Judgements (High Court Register of Judgements and Encumbrances 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. | 4. Noted |
| 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. | 5. As per contract |
| 14. INCUMBRANCES/PROCEEDINGS | 14. |
| 1. Is the property subject to any: | 1. |
| a. Mortgage or charge. If so give full particulars. Evidence or Release or discharge must be furnished on closing. | a. Yes. See Special Conditions in contract for sale. The charge will be discharged in accordance with Special Conditions in Contract. |
| b. Charge under the public health Acts as amended or extended. | b. No |
| c. Rent Charge | c. No |
| 2a. Has the Vendor or his predecessors in title received any Grant in respect of the property | 2a. No |
| b. If so furnish now particulars including the date for Grant approval | b. Not Applicable |
| c. Is any part repayable | c. Not Applicable |

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| 3. Has any judgement been obtained against the Vendor which is capable of being registered as a Judgement Mortgage | 3. Not to Vendor's knowledge |
| 4. Is there any litigation pending or threatened or has any Court Order been made in relation to property or any part of it or the use thereof or has any adverse claim thereto being made by any person. | 4. Not to Vendor's knowledge |
| 5a. Has any person other than the Vendor made any direct or indirect 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. | 5a. No |
| b. If so furnish now details of the interest acquired or claimed. | b. Not applicable |
| 15. VOLUNTARY DISPOSITIONS/BANKRUPTCY | 15. |
| If there is a voluntary disposition on Title furnish now in respect of each such disposition: | There is no voluntary disposition on Title and accordingly requisition 15 does not apply in its entirety. |
| 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. | |
| 16. TAXATION | 16. |
| 1a. On the death of any person on the title prior to the 1/4/1975 did any reversionary interest pass | 1a. No such reversionary interest passed |
| b. If so was payment of Estate Duty arising on such passing deferred. | b. Not applicable. |
| 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. | c. Not applicable |
| 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. | Agreed if applicable |

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| 3. If there has been any taxable gift of the property comprised in the sale within the previous two years furnish now | 3. There has been no taxable gift of the property comprised in the sale within the previous two years |
| 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 | 4a. No |
| b. If so furnish now Certificate of discharge from Capital Acquisitions Tax in relation thereto. | b. Not applicable |
| 5a. Has there been any death on the title after the 17th June, 1993. | 5a. None such |
| b. If so furnish Certificate of Discharge from Probate Tax. | b. Agreed if applicable |
| 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. | 6. Not applicable |
| 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. | 7. Agreed if the sale price exceeds the Capital Gains Tax threshold |
| 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. | 8. Noted |
| 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 | 9. Agreed if applicable |
| 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 | 10. Noted |

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| 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: | 11. |
| a. Was the property acquired after 5 April 1996 by a bona fide purchaser for full consideration in money or moneys worth? | |
| b. If the property was not so previously acquired furnish on or before closing | |
| (i). Certificate of Clearance from Residential Property Tax; | (i). Agreed |
| (ii) Certificate of Discharge from Residential Property Tax where there has been a transfer between spouses after 17th June 1993. | (ii). Not applicable |
| 12. The Vendor must comply with the Finance Act 1909/10 as amended in relation to Particulars Delivered Stamp | 12. Completed P.D form in duplicate will be handed over at closing. |
| 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. | |
| 16A. VALUE ADDED TAX | |
| 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 | |

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| 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 FormVAT4A 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. | |

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| vi. That VAT life of any such interests. | |
| c. Has there been any surrender, abandonment, ejection 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, ejection or forfeiture. | |
| 17. NON RESIDENT VENDOR | 17. |
| | This requisition covering 17.1(a-b), as per the Law Society’s edition of requisitions 1996 is not applicable in its entirety |
| 18. BODY CORPORATE VENDOR | 18. |
| | This requisition covering 18(1-6), as per the Law Society’s edition of requisitions 1996 is Not applicable in its entirety |
| 19. LAND ACT 1965 | 19. |
| | This requisition covering 19(1 - 5), as per the Law Society’s edition of requisitions 1996 is not applicable in its entirety |
| 20. UNREGISTERED PROPERTY | 20 |
| 1. Furnish now a written Assent by the Personal Representative of any person on the title who died after 31st of May 1959. | 1. Agreed, if applicable |
| 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. | 2. Not applicable |
| 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: | 3. Not applicable |
| 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 ay 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. | 4. At the offices of the Solicitors for the Vendor |
| 5. Which of them will be delivered to the Purchaser on completion | 5. All those in the possession of the Solicitors for the Vendor (as per Contract for Sale). |
| 6. If applicable who will give the Purchaser the usual statutory acknowledgement and undertaking for the production and safe custody | 6. If applicable, see Contract |

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| of those documents not handed over. | |
| 21. IDENTITY | 21. |
| The identity of the property sold with that to which the title is purported to be shown must be proved. | Property sufficiently identified from title furnished. Purchaser should satisfy himself also with position on the ground |
| 22. REGISTERED PROPERTY | 22. |
| | This requisition covering 22.(1 - 4), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 23. NEWLY ERECTED PROPERTY | 23. |
| | This requisition covering 23(1-3), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 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") | 24. |
| 1. Is the property or any part thereof the Vendor's Family Home as defined in either the 1976 Act or the 1995 Act. | 1. |
| 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. | 2. Agreed if applicable. |
| 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. | 3. Agreed, if applicable |
| 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. | 4. Agreed, if applicable but please note Section 54 of the Family Law Act 1995 |
| 5a. Did/does the property or any part thereof comprise the family home of any person other than the Vendor Or previous owner. | 5a. No. In relation to the previous owners neither the Vendor or his Solicitor have any knowledge other than the Family Home Declarations on title as per Contract |
| 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. | b. No, see reply to 5a |
| c. In relation to any such person having an | c. Not applicable |

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| 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. | d. Not applicable |
| 25. FAMILY LAW ACT 1981 (the 1981 Act) THE FAMILY LAW ACT 1995 (the 1995 Act) AND FAMILY LAW (DIVORCE) ACT 1996 ("the Act") | 25. |
| 1. Has there been any disposition of the property to which Section 3 and 4 of the 1981 Act would apply. | 1. No |
| 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. | 2. Draft herewith |
| 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. | 3. Not applicable |
| 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. | 4. Confirmed and agreed |
| 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") | 26. |
| 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. | 1. Agreed. |
| 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) | 2. Agreed |
| 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. | 3. Agreed |

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| 4. Furnish now draft Declaration for approval. | 4. Herewith |
| 27. LOCAL GOVERNMENT (PLANNING & DEVELOPMENT) ACT 1963 (the Planning Act) | 27. |
| 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. | 1. |
| 2. In respect of all such developments furnish now (where applicable): | 2. |
| a. Grant of Planning Permission or | a. Agreed if the answer to question 27.1 is affirmative. |
| b. Outline Planning Permission and Grant of Approval. | b. No |
| c. Building Bye-Law Approval (if applicable). | c. Agreed if the answer to question 27.1 is affirmative and the development was constructed before 1990 |
| d. Evidence of Compliance with the financial conditions by way of letter /receipt from the Local Authority. | d. Agreed if the answer to question 27.1 is affirmative. |
| 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. | e. Agreed if the answer to question 27.1 is affirmative but subject to the Special Conditions of Sale in to planning. |
| 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. | f. If there is an exempted development on the premises Purchasers are referred on the premises Purchasers are referred to the certificate of Architect/Engineer herewith enclosed as per contract of sale. |
| 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. | 3. Declined |
| 4. Is the property subject to: | 4. |
| a. Any Special Amenity Area Preservation Conservation or any other order under the Planning Acts which affect the property or any part thereof. | a. Purchaser should make his own enquiries. |
| 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. | b. Purchaser should make his own enquiries. |
| 5. Is there any unauthorised development as defined in the Planning Acts. | 5. |

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| 6. If there is any such unauthorised development furnish prior to closing: | 6a-c, Agreed, as appropriate but subject to Special Conditions of Sale |
| 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 ten years ago) satisfactory evidence from an Architect/ Engineer that the drawings Submitted on the application for retention Correctly show the structure(s) as built and That the conditions (if any) attached to the Retention permission have been complied with" | |
| 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. | 7. Residential since construction. |
| 8. Has the property been used for each of the uses aforesaid without material change continuously since the 1st day of October,1964. | 8. Yes since construction. |
| 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. | 9. Purchaser should carry out his own searches. |
| 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. | 10a. None such |
| b. If so furnish now copy of same. | b. Not applicable |
| 11a. Has there been any application for or award of compensation under the Planning Acts. | 11a. None such |
| b. If so furnish now copy of same. | b. Not applicable |
| 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. | c. None such |
| 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. | 12a. Agreed, see Special Conditions of Sale. |
| b. Has there been any development carried out | b. Not applicable |

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| 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. | 13. Declined. |
| 28. BUILDING CONTROL ACT 1990 AND ANY REGULATIONS ORDER OR INSTRUMENT THEREUNDER (REFERRED TO COLLECTIVELY AS The Regulations) | 28. |
| 1. Is the property or any part thereof affected by any of the provisions of the Regulations. | 1. |
| 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. | 2. |
| 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. | 3. If the answer to question 28.1 is affirmative then the appropriate certificate will be furnished. |
| 4a. Has a Commencement Notice been given to the Building Control Authority in respect of the property. | 4a. |
| b. If so furnish now a copy of the same. | b. Agreed, if applicable |
| 5. If the property is such that a Fire Safety Certificate is one of the requirements of the Regulations: | 5a-b. Not applicable |
| 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. | 6a. No |
| b. If so furnish now a copy of the Notice and a Certificate of Compliance made by a competent person. | b. Not applicable |
| 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 | 7. No such application. |

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| application. | |
| 8a. Has any application been made to the High Court under Section 12 of Building Control Act 1990. | 8a. No such application. |
| 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. Not applicable |
| 29. FIRE SERVICES ACT 1981 (the Act) | 29. |
| | This requisition covering 29(1 - 3) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 30. SAFETY HEALTH AND WELFARE AT WORK (CONSTRUCTION) REGULATIONS | 30. |
| | This requisition covering 30(1-2) as per the 1955 (the Regulations) Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 31. ENVIRONMENTAL | 31. |
| | This requisition covering 31(1 - 5) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 32. FOOD HYGIENE REGULATIONS | 32. |
| | This requisition covering 32(1 - 2) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 33. LEASEHOLD/FEE FARM GRANT PROPERTY | 33. |
| | This requisition covering 33(1 - 9) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 34. ACQUISITION OF FEE SIMPLE UNDER THE LANDLORD AND TENANT (GROUND RENT) ACT 1967 | 34. |
| | This requisition covering 34(1-8) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 35. LOCAL GOVERNMENT (MULTI STOREY BUILDINGS) ACT 1988 (the 1988 Act) | 35. |
| | This requisition covering 35(1 - 9) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |

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| 36. NEW FLATS/NEW MANAGED PROPERTIES (In a development hereinafter described as the Estate) | 36 |
| | This requisition covering 36(1 - 16) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 37. SECOND HAND FLATS/ SECOND HAND MANAGED PROPERTIES (In a development hereinafter described as the Estate) | 37. |
| | This requisition covering 37(1 - 15), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 38. TAX BASED INCENTIVES/DESIGNATED AREAS | 38. |
| | This requisition covering 38(1 - 3), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 39. MILK QUOTAS | 39. |
| | This requisition covering 39(1 - 7), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 40. LICENSING | 40. |
| | This requisition covering 40(1 - 24), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 41. RESTAURANT/HOTEL | 41. |
| | This requisition covering 41(1 - 7), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 42. SPECIAL RESTAURANT LICENCE | 42. |
| | This requisition covering 42(1 - 14), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 43. DANCING MUSIC AND SINGING | 43. |
| | This requisition covering 43(1 - 3), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 44. COMPLETION | 44 |
| Hand over on closing the following Documents: | |
| 1. Such documents as arise from the foregoing requisitions | |
| 2i.Original Land Certificate. | 2i. |

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| ii. Letter confirming that Land Certificate has not issued or been applied for. | ii. |
| iii. Letter of consent for use of Land Certificate | iii. |
| 3. Deed of Transfer executed by Vendor | 3. Agreed |
| 4. P.D. Forms in duplicate. | 4. Agreed |
| 5. Certified copy Folio brought up to date with file plan attached | 5. Already furnished |
| 6. Vendors Family Home Declaration | 6. Agreed. |
| 7. Vendors Section 72 Declaration. | 7. Agreed. |
| 8. Booklet of Title | 8. Already furnished. |
| 9i. Planning Documentation as per contract | 9i. Agreed |
| ii. Architect's Opinion on and Certificate of Compliance | ii. |
| iii. Receipts for financial contributions required under Planning permission | iii. Agreed only if Roads and Services are not in charge |
| iv. Planning permission in relation to alterations and extensions | iv. |
| 10. Letter from local authority confirming roads and Indemnity and Maintenance Agreement duly assigned | 10. |
| 11. Receipt for domestic water charge and refuse charge up to date or other Local Authority charge | 11. Agreed |
| 12. Taxation certificates as follows: | 12. |
| i. Capital Gains Tax | i. Agreed |
| ii. Residential Property Tax | ii. Agreed |
| iii. CAT | iii. Agreed |
| iv. Probate Tax Discharge for deaths since 17th June 1993 (Form PT2) | iv. Agreed |
| v. Corrective Affidavit | v. Agreed |
| 13. If there is a Voluntary transaction on title in the last 12 years please furnish: | 13. |
| i. CAT Clearance Certificate | i. Agreed |
| ii. Declaration of Solvency of Grantor | ii Only if Voluntary Deed within last 5 years |
| iii. Bankruptcy Search. | Iii. Declined |
| 14. Letter from Local Authority as to change of address (if applicable). | 14. Agreed |
| 15. Home Bond Certificate assigned to Purchaser. | 15. |
| 16. Undertaking to discharge Mortgage as per contract | 16. Agreed |
| 17. Letter from Local Authority re; Consent | 17. Agreed. |
| 18. Explanation of Acts appearing on Searches | 18. Agreed |
| 19. Please confirm that there are no equitable charges | 19. Confirmed |
| KEYS | |
| 45 | 45 |
| Hand over on closing | (1-3). Agreed |
| 1. Keys | |
| 2. Possession | |
| 3. Alarm Code. | |

| | |
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| 46 | 46 |
| The right is reserved by the Purchaser to make any further objections or requisitions | Not Admitted |

Dated the day of 2013

Dated the day of 2013

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

[SYS:CON:Name]
Solicitor for the Vendor

**OBJECTIONS AND REQUISITIONS ON TITLE
LAND REGISTRY LEASEHOLD – RESIDENTIAL**

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

PURCHASER: [CAN:NAME.Purchaser#@&]

PROPERTY: [CSM:CSPREMISES]

OUR REF: [MAT:Code]

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 hereunder and for the time being in force.

| RQUISITIONS ON TITLE | REPLIES |
|-----------------------------|----------------|
| | |

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

| REQUISITIONS ON TITLE | REPLIES |
|--|--|
| Without prejudice to the foregoing objections (if any) the following requisitions on Title are made: | |
| 1. PREMISES | 1. |
| 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. | 1.1 Not Applicable |
| 2. Which of the boundaries belong to the property and which are party | 1.2 All boundary walls are party unless otherwise stated in the Title. |
| 3. In relation to boundaries: | 1.3 |
| a. Furnish now any Agreements as to repair maintenance or otherwise. | a. None such |
| b. Are there any disputes with the adjoining owner. | b. Not to Vendor's knowledge |
| 4. Is the property registered under the National House Building Guarantee Scheme/Home Bond Scheme. | 4. If the house was built less than 6 years ago, the answer is affirmative. |
| 5. If so and if still in force furnish now Guarantee Certificate/Final Notice. | 5. Agreed, if applicable |
| 2. SERVICES | 2. |
| 1. Is the property serviced with: | 1. |
| a. Drainage | a. Yes |
| (i). If so please state whether by mains, septic tank, or other. | (i). Mains |
| b. Water | b. Yes |
| c. Electricity | c. Yes |
| d. Telephone | d. Yes |
| e. Gas | e. Yes |
| 2. If applicable furnish letter(s) consenting to the transfer of the telephone line(s) instrument(s) and number(s) to the purchaser. | 2. Agreed if applicable. |
| 3. Have the services (including roads lanes footpath sewers and drains) abutting or servicing the property being taken over by the Local Authority. | 3. |
| 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. | 4. If the answer to question 2.3 is affirmative solicitor's letter will be furnished at closing. |
| 5. If the services are not in charge furnish an Indemnity under Seal. | 5. If the answer to question 2.3 is negative, the Indemnity duly assigned will be handed over at |

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| | closing. |
| 6. If an Indemnity has been given to the Vendor or his predecessor have it assigned to the purchaser. | 6. If the answer to question 2.3 in negative, the Indemnity duly assigned will be handed over at closing. |

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| 3. EASEMENTS AND RIGHTS | 3. (1 -2) None other than those that are self evident from inspection of premises or are disclosed on title |
| 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. | |
| 4. OBLIGATION/PRIVILEGES | 4. (1-3) None other than those disclosed by inspection of premises or are disclosed on title muniments. |
| 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. | |
| 5. FORESTRY | 5. This requisition covering 5. (1-6), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 6. FISHING | 6. This requisition covering 6. (1-4), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 7. SPORTING | 7. This requisition covering 7. (1-4), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 8. POSSESSION | 8. |
| Confirm that clear vacant possession of the entire property will be handed over at closing. | Confirmed |

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| 9. TENANCIES | 9. |
| 1a. Is the property or any part of it let | The property is not let therefore this requisition is not applicable in its entirety |
| 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 and Tenant Act, 1994 furnish nor the copy of same and original on closing. | |
| 2. When exactly did the tenant commence occupation of the property. | |
| 3. Furnish now the 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 improvement 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 to 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 Register of the Housing Authority showing the property registered and any changes (as the case may be). | |
| 10. HOUSING (PRIVATE RENTED DWELLINGS ACTS 1982-1983 (The Acts)). | 10. |
| 1. If the property or any part of it is a dwelling within the meaning The Acts furnish now in respect of each tenant: | The property is not a dwelling within the provisions of the Housing (Private Rented Dwellings Acts 1982-1983), and therefore, this requisition is not applicable in its entirety. |
| a. The date the tenants commenced to occupy the | |

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| dwelling | |
| b. The age and marital status of the tenant. | |

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| 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 1960-1967. | |
| 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. Certificate of Registration of changes in terms of tenancy (if any) within 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. | |
| | |
| 11. OUTGOINGS | 11. |
| 1. What is the Rateable Valuation of: | 1. |
| a. Lands | a. & b. No longer relevant on account of the new P.D. form |
| b. Buildings | |
| 2. Has any work been carried out on the property which might result in the valuation being revised | 2. None other than those works disclosed in the planning section?. |
| 3. Has any notice or intimation given of any change in the Rateable Valuation | 3. No |
| 4. Give Particulars of any remission of rates in | 4. Usual domestic remission |

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| force | |
| 5a. Is there or has there been a separate water rate and/or refuse charge payable | 5a. Yes, unless Dublin Corporation area. |

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| 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. | b. Agreed, if applicable on closing |
| 6. Give particulars of any other periodic or annual charge which affect the property or any part of it. | 6. None other than those disclosed on title. |
| 7. Furnish receipts to last accountable date in respect of all outgoing. | 7. Agreed if applicable |
| 8. Furnish Apportionment Account together with vouchers necessary to vouch same. | 8. Agreed if applicable. |
| 9. Furnish on closing copy letter to Rating Authority notifying them of the change of ownership. | 9. Agreed |
| 12. NOTICES | 12. |
| 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 | 1a. None other than those disclosed on title. |
| Agricultural Credit Acts | |
| Air Pollution Act | |
| Building Control Act | |
| Conveyancing Acts | |
| Derelict Sites Act | |
| Electricity Supply Act | |
| Environmental Agency Act | |
| Fire Brigade Acts | |
| Fire Services Acts | |
| Forestry Acts | |
| Gas Acts | |
| Gas 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 | |

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| 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. | b. Agreed if applicable. |
| c. Has the same been complied with | c. Yes |
| 2a. Has the Vendor served any such Notice | 2a. No |
| b. If so furnish copy now | b. Not applicable |
| 3a. Has a Notice of intention to compulsorily acquire the property or to resume possession 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. | 3a. Not to Vendor's knowledge but purchasers should make their own enquiries. |
| b. If so furnish copies now | b. No |
| 13. SEARCHERS | 13. |
| 1. Give the Vendor's full name and present address | 1. Name and address sufficiently identified in contract. |
| 2. Has the Vendor ever executed any document in relation to the property in the Irish equivalent or any other variant of his name | 2. No |
| 3. Has the Vendor ever committed an act of bankruptcy or been adjudicated a bankrupt | 3. No |
| 3. Purchaser will make Searches where necessary in the Registry of Deeds Land Registry Judgements (High Court Register of Judgements and Encumbrances 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. | 4. Noted |
| 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. | 5. Agreed herewith. |
| 14. INCUMBRANCES/PROCEEDINGS | 14. |
| 1. Is the property subject to any: | 1. |
| a. Mortgage or charge. If so give full particulars. Evidence or Release or discharge must be furnished on closing. | a. Yes. See Special Conditions in contract for sale. The charge will be discharged in accordance with Special Conditions in Contract. |
| b. Charge under the public health Acts as amended or extended. | b. No |

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| c. Rent Charge | c. No |
| 2a. Has the Vendor or his predecessors in title received any Grant in respect of the property | 2a. No |
| b. If so furnish now particulars including the date for Grant approval | b. Not Applicable |
| c. Is any part repayable | c. Not Applicable |

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| 3. Has any judgement been obtained against the Vendor which is capable of being registered as a Judgement Mortgage | 3. Not to Vendor's knowledge |
| 4. Is there any litigation pending or threatened or has any Court Order been made in relation to property or any part of it or the use thereof or has any adverse claim thereto being made by any person. | 4. Not to Vendor's knowledge |
| 5a. Has any person other than the Vendor made any direct or indirect 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. | 5a. No |
| b. If so furnish now details of the interest acquired or claimed. | b. Not applicable |
| 15. VOLUNTARY DISPOSITIONS/BANKRUPTCY | 15. |
| If there is a voluntary disposition on Title furnish now in respect of each such disposition: | There is no voluntary disposition on Title and accordingly requisition 15 does not apply in its entirety. |
| 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. | |
| 16. TAXATION | 16. |
| 1a. On the death of any person on the title prior to the 1/4/1975 did any reversionary interest pass | 1a. No such reversionary interest passed |
| b. If so was payment of Estate Duty arising on such passing deferred. | b. Not applicable. |
| 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. | c. Not applicable |
| 2. Furnish a Certificate of absolute discharge from any Capital Acquisitions Tax in respect of | Agreed if applicable |

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| 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 | 3. There has been no taxable gift of the property comprised in the sale within the previous two years |
| 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 | 4a. No |
| b. If so furnish now Certificate of discharge from Capital Acquisitions Tax in relation thereto. | b. Not applicable |
| 5a. Has there been any death on the title after the 17th June, 1993. | 5a. See contract. |
| b. If so furnish Certificate of Discharge from Probate Tax. | b. Agreed if applicable |
| 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. | 6. Not applicable |
| 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. | 7. Agreed if the sale price exceeds the Capital Gains Tax threshold |
| 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. | 8. Noted |
| 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 | 9. Agreed if applicable |
| 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 | 10. Noted |

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| 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: | 11. |
| a. Was the property acquired after 5 April 1996 by a bona fide purchaser for full consideration in money or moneys worth? | |
| b. If the property was not so previously acquired furnish on or before closing | |
| (i). Certificate of Clearance from Residential Property Tax; | (i). Agreed if threshold is exceeded. |
| (ii) Certificate of Discharge from Residential Property Tax where there has been a transfer between spouses after 17th June 1993. | (ii). Not applicable |
| 12. The Vendor must comply with the Finance Act 1909/10 as amended in relation to Particulars Delivered Stamp | 12. Completed P.D form in duplicate will be handed over at closing. |
| 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. | |
| 16A. VALUE ADDED TAX | |
| 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 | |

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| 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 FormVAT4A 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: | |

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| 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. That 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. | |
| 17. NON RESIDENT VENDIR | 17. |
| | This requisition covering 17.1(a-b), as per the Law Society’s edition of requisitions 1996 is not applicable in its entirety |
| 18. BODY CORPORATE VENDOR | 18. |
| | This requisition covering 18(1-6), as per the Law Society’s edition of requisitions 1996 is Not applicable in its entirety |
| 19. LAND ACT 1965 | 19. |
| | This requisition covering 19(1 - 5), as per the Law Society’s edition of requisitions 1996 is not applicable in its entirety |
| 20. UNREGISTERED PROPERTY | 20 |
| 1. Furnish now a written Assent by the Personal Representative of any person on the title who died after 31st of May 1959. | 1. Agreed, if applicable |
| 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. | 2. Not applicable |
| 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: | 3. Not applicable |
| a. A map of the property complying With the requirements of the Land Registry. | |

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| 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 ay 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. | 4. At the offices of the Solicitors for the Vendor |
| 5. Which of them will be delivered to the Purchaser on completion | 5. All those in the possession of the Solicitors for the Vendor. |
| 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. | 6. If applicable, see Contract |
| 21. IDENTITY | 21. |
| The identity of the property sold with that to which the title is purported to be shown must be proved. | Property sufficiently identified from title furnished. Purchaser should satisfy himself also. |

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| 22. REGISTERED PROPERTY | 22. |
| | This requisition covering 22(1 - 4), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 23. NEWLY ERECTED PROPERTY | 23. |
| | This requisition covering 23(1-3), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 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") | 24. |
| 1. Is the property or any part thereof the Vendor's Family Home as defined in either the 1976 Act or the 1995 Act. | 1. |
| 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. | 2. Agreed if applicable. |
| 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. | 3. Agreed, if applicable |
| 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. | 4. Agreed, if applicable but please note Section 54 of the Family Law Act 1995 |
| 5a. Did/does the property or any part thereof comprise the family home of any person other than the Vendor Or previous owner. | 5a. No. In relation to the previous owners neither the Vendor or his Solicitor have any knowledge other than the Family Home Declarations on title as per Contract |
| 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. | b. No, see reply to 5a |
| 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 | c. Not applicable |

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| 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. | d. Not applicable |
| 25. FAMILY LAW ACT 1981 (the 1981 Act) THE FAMILY LAW ACT 1995 (the 1995 Act) AND FAMILY LAW (DIVORCE) ACT 1996 ("the Act") | 25. |
| 1. Has there been any disposition of the property to which Section 3 and 4 of the 1981 Act would apply. | 1. No |
| 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. | 2. Draft herewith |
| 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. | 3. Not applicable |
| 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. | 4. Confirmed and agreed |
| 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") | 26. |
| 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. | 1. Confirmed and agreed. |
| 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) | 2. Confirmed and agreed |
| 3. If the Vendor acquired the property after 19/9/1989 confirm that he was a bona fide purchaser for value (other than marriage) | 3. Confirmed |

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| without notice of any intention to defeat a claim for financial relief. | |
| 4. Furnish now draft Declaration for approval. | 4. Herewith |
| 27. LOCAL GOVERNMENT (PLANNING & DEVELOPMENT) ACT 1963 (the Planning Act) | 27. |
| 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. | 1. |

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| 2. In respect of all such developments furnish now (where applicable): | 2. |
| a. Grant of Planning Permission or | a. Agreed if the answer to question 27.1 is affirmative. |
| b. Outline Planning Permission and Grant of Approval. | b. No |
| c. Building Bye-Law Approval (if applicable). | c. Agreed if the answer to question 27.1 is affirmative and the development was constructed before 1990 |
| d. Evidence of Compliance with the financial conditions by way of letter /receipt from the Local Authority. | d. Agreed if the answer to question 27.1 is affirmative. |
| 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. | e. Agreed if the answer to question 27.1 is affirmative but subject to the Special Conditions of Sale in to planning. |
| 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. | f. If there is an exempted development on the premises Purchasers are referred on the premises Purchasers are referred to the certificate of Architect/Engineer herewith enclosed |
| 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. | 3. Declined |
| 4. Is the property subject to: | 4. |
| a. Any Special Amenity Area Preservation Conservation or any other order under the Planning Acts which affect the property or any part thereof. | a. Purchaser should make his own enquiries. |
| 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. | b. Purchaser should make his own enquiries. |
| 5. Is there any unauthorised development as defined in the Planning Acts. | 5. |
| 6. If there is any such unauthorised development furnish prior to closing: | 6a-c, Agreed, as appropriate but subject to Special Conditions of Sale |
| a. A retention permission for such development and | |
| b. "(Save where the retention permission relates | |

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| 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 ten years ago) satisfactory evidence from an Architect/ Engineer that the drawings Submitted on the application for retention Correctly show the structure(s) as built and That the conditions (if any) attached to the Retention permission have been complied with” | |
| 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. | 7. Residential since construction. |
| 8. Has the property been used for each of the uses aforesaid without material change continuously since the 1st day of October,1964. | 8. Yes since construction. |
| 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. | 9. Purchaser should carry out his own searches. |
| 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. | 10a. No |
| b. If so furnish now copy of same. | b. Not applicable |
| 11a. Has there been any application for or award of compensation under the Planning Acts. | 11a. No |
| b. If so furnish now copy of same. | b. Not applicable |
| 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. | c. No |
| 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. | 12a. Agreed, see Special Conditions of Sale. |
| b. Has there been any development carried out since the 13th of December 1989 with the | b. Not applicable |

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| 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. | 13. Declined. |
| 28. BUILDING CONTROL ACT 1990 AND ANY REGULATIONS ORDER OR INSTRUMENT THEREUNDER (REFERRED TO COLLECTIVELY AS The Regulations) | 28. |
| 1. Is the property or any part thereof affected by any of the provisions of the Regulations. | 1. |
| 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. | 2. |
| 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. | 3. If the answer to question 28.1 is affirmative then the appropriate certificate will be furnished. |
| 4a. Has a Commencement Notice been given to the Building Control Authority in respect of the property. | 4a. |
| b. If so furnish now a copy of the same. | b. Agreed, if applicable |
| 5. If the property is such that a Fire Safety Certificate is one of the requirements of the Regulations: | 5a-b. Not applicable |
| 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. | 6a. No |
| b. If so furnish now a copy of the Notice and a Certificate of Compliance made by a competent person. | b. Not applicable |
| 7. If any application has been made to the District Court under Section 9 of Building | 7. No such application has been made. |

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| 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. | 8a. No such application has been made |
| 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. Not applicable |
| 29. FIRE SERVICES ACT 1981 (the Act) | 29. |
| | This requisition covering 29(1 - 3) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 30. SAFETY HEALTH AND WELFARE AT WORK (CONSTRUCTION) REGULATIONS | 30. |
| | This requisition covering 30(1-2) as per the 1955 (the Regulations) Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 31. ENVIRONMENTAL | 31. |
| | This requisition covering 31(1 - 5) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 32. FOOD HYGIENE REGULATIONS | 32. |
| | This requisition covering 32(1 - 2) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 33. LEASEHOLD/FEE FARM GRANT PROPERTY | 33. |
| 1. Furnish evidence of the title to make the Lease / Fee Farm Grant | 1. See Special Conditions of Sale in the Contract |
| 2. Prove performance and observance of the covenants and conditions contained in the Lease / Fee Farm Grant | 2. No. |
| 3. Has any Notice affecting the property been served by the Lessor/Grantor. | 3. No |
| 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. | 4. None to Vendors knowledge other than those already disclosed in Replies to Requisitions on Title |
| 5. Produce for inspection and hand over at closing the last receipt for rent payable. | 5. Agreed, if available or declaration of non demand will be available on closing if no rent |

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| | has been demanded |
| 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 | 6. See Lease. Vendor has no up to date information |
| 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: | 7. Agreed, if rent is nominal. |
| 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 | 8. Agreed, if applicable for the last 6 years only |
| 9. Furnish the consent of the Landlord to the Assignment (if applicable) by way of endorsement on the Deed. | 9. Declined. |

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| 34. ACQUISITION OF FEE SIMPLE UNDER THE LANDLORD AND TENANT (GROUND RENT) ACT 1967 | 34 |
| 1. Has the Vendor taken any steps to acquire the Fee Simple | 1. |
| 2. If so what is the nature of the application i.e. is it by way of Vesting Certificate or otherwise. | 2–8. If any of the requisitions 34.2 to 34.8 apply vendor will furnish the documents in his possession as per the Special Conditions of Sale. |
| 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. | |
| 35. LOCAL GOVERNMENT (MULTI STOREY BUILDINGS) ACT 1988 (the 1988 Act) | 35. |
| | This requisition covering 35(1 - 9) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 36. NEW FLATS/NEW MANAGED PROPERTIES (In a development hereinafter described as the Estate) | 36 |
| | This requisition covering 36(1 - 16) as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 37. SECOND HAND FLATS/ SECOND HAND MANAGED PROPERTIES (In a development hereinafter described as the | 37. |

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| Estate) | |
| | This requisition covering 37(1 - 15), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 38. TAX BASED INCENTIVES/DESIGNATED AREAS | 38. |
| | This requisition covering 38(1 - 3), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 39. MILK QUOTAS | 39. |
| | This requisition covering 39(1 - 7), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 40. LICENSING | 40. |
| | This requisition covering 40(1 - 24), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 41. RESTAURANT/HOTEL | 41. |
| | This requisition covering 41(1 - 7), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 42. SPECIAL RESTAURANT LICENCE | 42. |
| | This requisition covering 42(1 - 14), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 43. DANCING MUSIC AND SINGING | 43. |
| | This requisition covering 43(1 - 3), as per the Law Society's edition of requisitions 1996 is not applicable in its entirety |
| 44. COMPLETION | 44 |
| Hand over on closing the following documents: | |
| 1a. The originals of all Title Document as set forth in the document schedule of the Contract for Sale and as required by the pre-contract enquiries. | 1. Agreed |
| 2. Deed of Assignment and Memorial executed by Vendor adjudicated if applicable. | 2. Agreed |
| 3. P.D. Forms in duplicate. | 3. Agreed. |
| 4. Vendors Family Home Declaration complying with the requirements of requisitions 24, 25, 26 | 4. Agreed in accordance with replies furnished to Requisitions 24, 25 and 26. |
| 5. Booklet of Title (if any). | 5. Already furnished. |
| 6(a) Planning documents in respect of | 6(a, b & c) Agreed in accordance with replies |

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| construction of original property and any subsequent developments/extensions/conversions, changes of use as follows: | to Requisitions 24, 25 and 26 but subject to the Special Conditions of Sale (if any) in the Contract. |
| (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. | (d) No |
| (e) Receipts for financial contributions required under Planning Permission. | (e) Agreed if Roads and Services are not in charge |
| 7. Letter from Local Authority confirming roads and services are in charge or solicitors certificate or Indemnity and Maintenance Agreement duly assigned. | 7. Agreed as appropriate |
| 8. Vacate or release of all mortgages appearing on title from the root of title | 8. Agreed. |
| 9. Undertaking to discharge mortgage out of proceeds of sale and to furnish vacated mortgage as soon as available thereafter with cheque for <input type="checkbox"/> 12.00 | 9. Agreed. |
| 10. Receipt for domestic water charge and refuse charge up to date or other Local Authority charge | 10. Agreed if outside Dublin Corporation Area otherwise not applicable. |
| 11. Letter consenting to transfer of telephone line. | 11. Agreed. |
| 12. Taxation certificates as follows (as may be applicable): | 12. Agreed. |
| (1) Capital Gains Tax (where consideration exceeds <input type="checkbox"/> 100,000) | |
| (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) | |
| 13. If there is a voluntary transaction on title in the last 12 years please furnish | 13. Agreed, if applicable. |
| (a) CAT Clearance Certificate | |
| (b) Declaration of Solvency of Grantor | |
| (c) Bankruptcy Search | |
| 14. Letter from Local Authority as to change of address (if applicable). | 14. Agreed if applicable. |
| 15. Home Bond Certificate assigned to Purchaser. | 15. Agreed if applicable. |

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| (If applicable). | |
| 16. Original Lease adjudicated and with Certificate of compliance with Building Covenant enforced thereon | 16. Agreed. Certificate of Compliance is not necessary as the existence of the house is self evident. |
| 17a. 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. | 17a. Agreed as appropriate. |
| 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. | 18. No. |
| 19. Letter from Lessor consenting to structural alterations, if applicable | 19. No. |
| 20. Memo and Arts and cert of incorporation of the Lessor company, if applicable | 20. Agreed. |
| 21. In the event that an application has been made to purchase the freehold interest in the property please furnish | 21. |
| a. all documents pertaining to same in the Vendor's possession duly assigned to the purchaser | (a) Agreed. |
| b. check for land registry fees to register the freehold title. | (b) No, this will be a matter for the Purchaser |
| 22. All documents hereinbefore requisitioned | 22. Agreed as per replies. |
| KEYS | |
| 45. | 45 |
| Hand over on closing | (a-b). Agreed |
| a. Keys | |
| b. Possession | |
| 46 | 46 |
| The right is reserved by the Purchaser to make any further objections or requisitions | Not Admitted |

Dated the day of 2013

Dated the day of 2013

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

[SYS:CON:Name]
Solicitor for the Vendor

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

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

Re: Sale of your house at [CSM:CsPremises]

Dear [CNT:Salut][SYS:iif(clip(LCN:CINameCon)=" , ' and ')][LCN:ClSalute#01]

I am just dropping you a line to advise you that the Contracts for the sale of your house were sent to the Purchasers Solicitors today.

I will contact you further as soon as they are returned to us duly completed by the Purchasers.

Yours sincerely,

[SYS:CON:NAME]

Vendor selling as surviving registered owner of the property – i.e. joint tenancy was Not severed and vendor entitled to be registered as full owner

The Vendor sells as surviving registered owner of the property described in Folio [UDF:u.folio.no] of the Register County [UDF:PropertyCounty], [CAN:Name.Deceased#??] joint registered owner of the property, died on the [UDF:u.death.date] leaving surviving him, [CNT:Name]. On completion, the Purchaser shall be furnished with an Affidavit of [CNT:Name] the Vendor, in the form of the draft furnished herewith confirming that the late [CAN:Name.Deceased#??] has not severed the joint tenancy in the property with the Vendor as of the date of his death and further confirming that the vendor is the person entitled to be registered as sole full owner of the property.

Where there is a death on title but vendors will give a Declaration that joint tenancy was not severed – LR freehold

The title shall commence with Land Registry copy Folio and File plan Folio [UDF:u.folio.no] County [UDF:PropertyCounty]. In addition, the Purchaser shall be furnished with the Affidavit of the Vendor and referred to at entry number _____ in the document schedule hereto wherein the Vendors confirm that [CAN:Name.Deceased#??] died on the [UDF:u.death.date] without having severed the joint ownership which he held in the property with _____ .

No further or other title documentation shall be called for or furnished.

COUNCIL

Property Transferred by Council under a Transfer Order – purchaser takes on rights, covenants and obligations of the order

The purchaser shall conclusively assume that the rights, covenants and conditions relating to the use and enjoyment of the property referred to at entry number one on part three of Folio [UDF:u.folio.no] are those contained in the Draft Deed of Transfer made between Council and the purchaser. The purchasers shall not require the production of a certified copy of instrument number .

Consent of Local Authority required

The sale is subject to the written consent of the Local Authority. Each party shall submit the appropriate forms to the Local Authority to enable the written consent to issue. It shall be the responsibility of the Purchasers' Solicitors to have the Deed of Purchase sealed by the Local Authority. In the event that the consent of the Local Authority is either refused or granted on conditions that the Purchasers cannot reasonably comply with, then the sale shall be rendered null and void and the Vendors' Solicitors shall return the deposit in full to the Purchasers' Solicitors without deduction or charge for interest.

Title – where Transfer Order from the Council

Title to the property in sale shall consist of Land Registry certified copy Folio [UDF:u.folio.no] County [UDF:PropertyCounty] together with copy Transfer Order dated the [UDF:LeaseDate] and made between the Right Honourable Lord Mayor Alderman and Burgesses of of the one part and of the other part. No further or other title shall be called for or produced. The Purchaser purchases with full knowledge of the terms and conditions of the Transfer Order of the made between the Right Honourable the Lord Mayor Alderman and Burgesses of Dublin of the one part and of the other part.

Registry of Deeds – Vesting Certificate issued with the benefit of a Lease

Title to the property in sale shall commence with the Vesting Certificate GRX dated subject to and with the benefit of Indenture of Lease dated the day of [UDF:LeaseDate] and made between [UDF:LeaseFirstPty] of the One Part and [UDF:LeaseSecondPty] of the Other Part. No further or other title documentation shall be called for or furnished.

Property being sold by Executor – consent of Council was needed – to avoid this GR bought out. Therefore title shall consist of the Transfer Order between the Executor and the Council. TO not yet registered but you have a dealing number.

(a) Title to the property in sale shall consist of Transfer Order dated the [UDF:LeaseDate] between [UDF:PropertyCounty] Council of the one part and [CNT:Name][SYS:iif(clip(LCN:CINameCon)=" , ' and ')][LCN:CINameCon#01] Legal Personal Representative of [CAN:Name.Deceased#01] deceased of the other part by which the fee simple interest in the property was vested in the vendor as Legal Personal Representative of [CAN:Name.Deceased#01] deceased. The original Transfer Order has been lodged in the Land Registry by Dublin City Council under dealing number .

(b) The Vendor sells as person entitled to be registered as owner of the property by virtue of

dealing number . The Purchaser shall accept a Deed of Transfer from the Vendor as person entitled to be registered. The purchaser shall not require registration of the vendor to be completed prior to closing but shall accept a Deed of Transfer from the Vendor as person entitled and shall not require the vendors registration to be completed prior to closing.

(c) The Purchasers purchase with full knowledge of the terms and conditions of the Transfer Order of the made between The Right Honourable The Lord Mayor, Alderman and Burgesses of Dublin of the one part and of the other part.

GRANT OF PROBATE/LETTERS OF ADMINISTRATION

Selling as PER – will answer reqs to the best of their knowledge.

By virtue of this Contract the vendors sell their beneficial entitlement to an interest in the premises in sale by virtue of the Will and Probate in the estate of [CAN:Name.Deceased#??]. As such, the vendors shall reply to requisitions on title to the best of their knowledge, information and belief.

Where Grant of Probate has not Issued

The Vendors have applied for a Grant of Probate in the estate of the late [CAN:Name.Deceased#?]. The closing date shall be 7 days after the issue of the Grant of Probate.

Where Affidavit Of Survivorship Needs To Be Provided

On completion, the Purchaser shall be furnished with a Declaration of the Vendors in the form of the draft referred to at entry number _____ of the document schedule dealing with the death of _____ . The Purchaser shall accept the contents of the said Declaration to the intent that on the death of _____ , the entire legal and beneficial interest in the Premises in sale became vested in the late [CAN:Name.Deceased#?].

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

[DATE:Today]

[CAN:Name.Solicitors#01]

Solicitors

[CAN:Address.Solicitors#01]

SUBJECT TO CONTRACT/CONTRACT DENIED

RE: Our Client: [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01]
Your Client: [CAN:Name.Purchaser#@&]
Property at [CSM:CsPremises]

Dear [CAN:Salutation.Solicitors#01]

We refer to the above matter and to your letter dated the .

In response to your pre-contract enquiries we reply as follows:

Yours sincerely,

[SYS:CON:NAME]

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

[DATE:Today]

[CAN:Name.Solicitors#01]

Solicitors

[CAN:Address.Solicitors#01]

SUBJECT TO CONTRACT/CONTRACT DENIED

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

Your Client: [CAN:Name.Purchaser#@&]

Property at [CSM:CsPremises]

Dear [CAN:Salutation.Solicitors#01]

We refer to the above matter and to our letter dated the _____ responding to your pre-contract enquiries.

We await receipt of signed contracts together with the balance contract deposit due.

In the meantime please note that we have no authority to bind our client in the matter and that no contract shall deem to exist until such time as Contracts for Sale have been executed by all parties, exchanged and a full deposit paid and receipted

Yours sincerely,

[SYS:CON:NAME]

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

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

Re: Sale of your house at [CSM:CsPremises]

Dear [CNT:Salut][SYS:iif(clip(LCN:CINameCon)=" , ' and ')][LCN:ClSalute#01]

I refer to the above matter.

I am writing to you to advise I have received signed contracts from the solicitors for the purchasers. Accordingly I would be obliged if you could please make an appointment to call into the office to sign the Contracts.

I await hearing from you.

Yours sincerely,

[SYS:CON:NAME]

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

[DATE:Today]

[CAN:Name.LendInst#??]

[CAN:Address.LendInst#??]

**RE: Our Clients [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01]
Premises: [CSM:CsPremises]
Loan No. [UDF:u.loan.acc.no]**

Dear Sirs,

We refer to the above matter.

We would be obliged if you could please provide us with up to date redemption figures with regard to this loan.

We await hearing from you.

Yours faithfully,

[SYS:CON:NAME]

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

To. [SYS:CON:Name]
Solicitors
[DIA:Address]

Re. [MAT:Description]

[SYS:iif(clip(LCN:CINameCon)=", 'I 'We')] refer to the above.

[SYS:iif(clip(LCN:CINameCon)=", 'I 'We')] hereby confirm [SYS:iif(clip(LCN:CINameCon)=", 'my' 'our')] instructions to you to act on [SYS:iif(clip(LCN:CINameCon)=", 'my' 'our')] behalf in relation to the sale of the above property to [CAN:Name.Purchaser#@&] for the sum of [UDF:PurchasePrice].

[SYS:iif(clip(LCN:CINameCon)=", 'I 'We')] hereby irrevocably instruct and authorise you to furnish a solicitors undertaking to [CAN:Name.LendInst#??] in the terms of the form of the draft attached hereto.

[SYS:iif(clip(LCN:CINameCon)=", 'I 'We')] understand that this instruction and authority is irrevocable and that you will act on the same without further instruction from [SYS:iif(clip(LCN:CINameCon)=", 'me' 'us')]. [SYS:iif(clip(LCN:CINameCon)=", 'I 'We')] understand that [SYS:iif(clip(LCN:CINameCon)=", 'I 'we')] cannot alter [SYS:iif(clip(LCN:CINameCon)=", 'my' 'our')] instructions to you at a later date. [SYS:iif(clip(LCN:CINameCon)=", 'I am' 'We are')] aware that the effect of this instruction is that on completion of the sale you will lodge with [CAN:Name.LendInst#??] the sum of without further instruction from [SYS:iif(clip(LCN:CINameCon)=", 'me' 'us')] or recourse to [SYS:iif(clip(LCN:CINameCon)=", 'me' 'us')].

[SYS:iif(clip(LCN:CINameCon)=", 'I 'We')] confirm that [SYS:iif(clip(LCN:CINameCon)=", 'I 'we')] have discussed the affect and implications of this authority and the undertaking with you and are fully satisfied with same.

[SYS:iif(clip(LCN:CINameCon)=", 'I 'We')] confirm that [SYS:iif(clip(LCN:CINameCon)=", 'I 'we')] shall not discharge your retainer as [SYS:iif(clip(LCN:CINameCon)=", 'my' 'our')] solicitor without procuring your effective release from the obligations imposed on you and your firm by this authority and undertaking. [SYS:iif(clip(LCN:CINameCon)=", 'I 'We')] will indemnify you, your firm, its partners and staff against any act or default on [SYS:iif(clip(LCN:CINameCon)=", 'my' 'our')] part in relation to the giving of this undertaking and will hold you indemnified for same.

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

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

Re: Sale of your house at [CSM:CsPremises]

Dear [CNT:Salut][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:ClSalute#01]

I refer to the above matter and to previous correspondence resting with my last letter of the .

I would be obliged if you could please arrange to contact me on receipt of this letter with a view to making an appointment to call in to sign the Contracts.

I look forward to hearing from you.

Kind regards.

Yours sincerely,

[SYS:CON:NAME]

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

[CAN:Name.Solicitors#01]
Solicitors
[CAN:Address.Solicitors#01]

Re: Our Clients [CNT:Name][SYS:iif(clip(LCN:CINameCon)=' ', ' and ')] [LCN:CINameCon#01]
Your Clients [CAN:Name.Purchaser#@&]
Premises: [CSM:CsPremises]

Dear Sirs,

We refer to the above matter and to previous correspondence.

We now return one part of the Contract duly signed by our client.

Yours faithfully,

[SYS:CON:NAME]

Encls.

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

[DATE:Today]

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

Re: Sale of your house at [CSM:CsPremises]

Dear [CNT:Salut][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:ClSalute#01]

The closing date for your sale is now drawing near. To assist me in preparing for the completion of your sale, prior to the closing please forward to me a set of keys for the property prior to closing.

Please also confirm that you have arranged:-

- (a) Final readings of telephone, E.S.B. and gas.
- (b) Advised An Post of your new address for post.
- (c) Cancel standing orders/direct debits for Mortgage, insurance and so forth, to be effective from the closing date.

Yours sincerely,

[MAT:FeName]
[SYS:CON:NAME]

FEE NOTE

Fee Note No.:

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

[MAT:Description]

Re. Sale of [CSM:CsPremises]

PROFESSIONAL FEES for all work done in relation to the sale of the above premises to include taking initial instructions in relation to the transaction;

Arranging for the submission of a signed letter of Authority to Lending Institution in order to take up Title Deeds;

Arranging to issue Contracts for Sale together with copy title to vouch to the Solicitors for the Purchaser;

Communications with correspondence with the Purchaser's Solicitor in order to obtain signed Contracts together with deposit;

Attending with clients on the execution of Contracts and arranging for their exchange; dealing with Requisitions on Title and preparation of draft Family Home Protection Act Declaration;

Preparation of all documents required for the completion of the transaction and attending on the execution thereof;

Attending on the closing and subsequently arranging for the discharge of the mortgage on the property out of the proceeds of sale;

Applying to the Lending Institution for Vacated Mortgage and forwarding same to purchaser's Solicitor.

For all the foregoing and for all advice's, consultations and attendance's an inclusive fee of

€

V.A.T. @ 23%

€

OUTLAY NOT SUBJECT TO VAT

| | | |
|---------------------|---|---|
| Land Registry fees. | € | |
| Search fees. | € | |
| Commissioners fees. | € | |
| Courier Fees. | € | |
| Total: | | € |

Dated this day of 2013.

Signed _____
[SYS:CON:Name]
Solicitors
[DIA:Address]

THIS IS NOT A VAT INVOICE
REF:

TO: [CNT:Name]
[CNT:Address]

SECTION 72 DECLARATION

LAND REGISTRY

County [UDF:PropertyCounty]

Folio [UDF:u.folio.no]

[SYS:iif(clip(LCN:CINameCon)=", 'I, 'We')], [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", 'and ')][LCN:CINameCon#01] [SYS:iif(clip(LCN:CINameCon)=", ", 'both ')]of [CNT:LinearAddress] aged eighteen years and upwards **Do Solemnly and Sincerely Declare** as follows:-

1. This Declaration relates to the property at [CSM:CsPremises], being the property described in Folio [UDF:u.folio.no] of the Register of Ownership of Freehold interests County of [UDF:PropertyCounty] (hereinafter called “the Property”).
2. To the best of [SYS:iif(clip(LCN:CINameCon)=", 'my', 'our')] knowledge, information and belief none of the burdens set out in Section 72 of the Registration of Title Act, 1964 and therein stated to be capable of affecting registered land without registration, affect the land comprised in the above mentioned Folio.
3. That before making this Declaration the full effect, meaning and purport of all such burdens were explained to [SYS:iif(clip(LCN:CINameCon)=", 'me by my Solicitor and I, 'us by our Solicitor and we')] understood the same.
4. [SYS:iif(clip(LCN:CINameCon)=", 'I, 'We')] further say that to the best of [SYS:iif(clip(LCN:CINameCon)=", 'my', 'our')] knowledge, information and belief no breaches or contraventions of Section 12 or 45 of the Land Act, 1965 have occurred insofar as the said lands are concerned, and that the said lands have not been included in any provisional list such as is referred to in Section 13 of the said Act.
5. [SYS:iif(clip(LCN:CINameCon)=", 'I, 'We')] further say to the best of [SYS:iif(clip(LCN:CINameCon)=", 'my', 'our')] knowledge information and belief that there have been no deaths on title or voluntary dispositions on title within the last 12 years and that there are no dealings lodged or pending in the Land Registry.

[SYS:iif(clip(LCN:CINameCon)=", 'I, 'We')] make this Statutory Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938 and for the benefit of [CAN:Name.Purchaser#@&] who purchased the lands comprised in the above mentioned Folio from [SYS:iif(clip(LCN:CINameCon)=", 'me', 'us')].

DECLARED by the said
[CNT:Name][SYS:iif(clip(LCN:CINameCon)='',
", ' and ')][LCN:CINameCon#01]
[SYS:iif(clip(LCN:CINameCon)='', 'who is', 'who
are')] personally known to me at

in the City of Dublin
this day of

before me a Commissioner for Oaths /Practising Solicitor and I know
the[SYS:iif(clip(LCN:CINameCon)='',
'Declarant', 'Declarants')].

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

SECTION 72 DECLARATION

LAND REGISTRY

County [UDF:PropertyCounty]

Folio [UDF:u.folio.no]

I, [CNT:Name] of [CNT:LinearAddress] aged eighteen years and upwards **Do Solemnly and Sincerely Declare** as follows:-

6. This Declaration relates to the Property known as [CSM:CsPremises] being the property described in Folio [UDF:u.folio.no] of the Register of Ownership of Freehold interests County of [UDF:PropertyCounty] (hereinafter called "the Property").
7. The Property is owned by the late [CAN:Name.Deceased#??] and I am her Legal Personal Representative having extracted a Grant of Probate to her estate from the Principal Probate Registry of the High Court on the [UDF:u.grant.date].
8. To the best of my knowledge, information and belief none of the burdens set out in Section 72 of the Registration of Title Act, 1964 and therein stated to be capable of affecting registered land without registration, affect the land comprised in the above mentioned Folio.
9. That before making this Declaration the full effect, meaning and purport of all such burdens were explained to me by my Solicitor and I understood the same.
10. I further say that to the best of my knowledge, information and belief no breaches or contraventions of Section 12 or 45 of the Land Act, 1965 have occurred insofar as the said lands are concerned, and that the said lands have not been included in any provisional list such as is referred to in Section 13 of the said Act.
11. I further say to the best of my knowledge information and belief that there have been no deaths on title save for [CAN:Name.Deceased#??], who died on the [UDF:u.death.date] or voluntary dispositions on title within the last 12 years and that there are no dealings lodged or pending in the Land Registry.

I make this Statutory Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938 and for the benefit of [CAN:Name.Purchaser#@&] who purchased the property comprised in the above mentioned Folio from me.

SECTION 72 DECLARATION

LAND REGISTRY

County [UDF:PropertyCounty]

Folio [UDF:u.folio.no]

We, [CNT:Name] of [CNT:LinearAddress], and [LCN:CINameCon#01] of [LCN:LinearAddress#01] both aged eighteen years and upwards **Do Solemnly and Sincerely Declare** as follows:-

12. This Declaration relates to the Property known as [CSM:CsPremises] being the property described in Folio [UDF:u.folio.no] of the Register of Ownership of Freehold Interests County of [UDF:PropertyCounty] (hereinafter called “the Property”).
13. The Property is owned by the late [CAN:Name.Deceased#??] and we are her Legal Personal Representatives having extracted a Grant of Probate to her estate from the Principal Probate Registry of the High Court on the [UDF:u.grant.date].
14. To the best of our knowledge, information and belief none of the burdens set out in Section 72 of the Registration of Title Act, 1964 and therein stated to be capable of affecting registered land without registration, affect the land comprised in the above mentioned Folio.
15. That before making this Declaration the full effect, meaning and purport of all such burdens were explained to us by our Solicitor and we understood the same.
16. We further say that to the best of our knowledge, information and belief no breaches or contraventions of Section 12 or 45 of the Land Act, 1965 have occurred insofar as the said lands are concerned, and that the said lands have not been included in any provisional list such as is referred to in Section 13 of the said Act.
17. We further say to the best of our knowledge information and belief that there have been no deaths on title save for [CAN:Name.Deceased#??], who died on the [UDF:u.death.date] or voluntary dispositions on title within the last 12 years and that there are no dealings lodged or pending in the Land Registry.

We make this Statutory Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938 and for the benefit of [CAN:Name.Purchaser#@&] who purchased the property comprised in the above mentioned Folio from us.

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

[DATE:Today]

[CAN:Name.Solicitors#01]
Solicitors
[CAN:Address.Solicitors#01]

RE: Our Client: [CNT:Name][SYS:iif(clip(LCN:CINameCon)='', '', ' and ')]
[LCN:CINameCon#01]
Your Client: [CAN:Name.Purchaser#@&]
Property: [CSM:CsPremises]

Dear Sirs,

In consideration of the closing of this sale, we hereby certify as follows:-

1. There are no deaths on title or voluntary dispositions on title in the last 12 years.
2. There are no dealings pending on the title for Folio [UDF:u.folio.no] County [UDF:PropertyCounty].

We hereby undertake as follows:-

Yours faithfully,

[SYS:CON:NAME]

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

[CAN:Name.Solicitors#01]
Solicitors
[CAN:Address.Solicitors#01]

Re: Our Client: [CNT:Name][SYS:iif(clip(LCN:CNameCon)=' ', ' ' and ' ')]
[LCN:CNameCon#01]
Your Client: [CAN:Name.Purchaser#@&]
Premises: [CSM:CsPremises]

Dear Sirs,

We refer to the above.

We now enclose herewith the following documents for your attention:

1.

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 receive the balance purchase monies due herein.

We await hearing from you.

Yours faithfully,

[SYS:CON:NAME]
Encl.

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

[DATE:Today]

The Rating Authority
Dublin City Council
16 Castle Street,
Dublin 2.

RE: Our Client: [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01]
Purchaser: [CAN:Name.Purchaser#@&]
Property: [CSM:CsPremises]

Dear Sir/Madam,

As Solicitors on behalf of the vendors, [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01], we confirm [CAN:Name.Purchaser#@&] will be the new owner of the property at [CSM:CsPremises] as and from the .

Please address all further correspondence to [CAN:LegalName.Solicitors#01].

Yours faithfully,

[SYS:CON:NAME]

**STATUTORY DECLARATION
OF
[CNT:NAME] AND [LCN:CLNAMECON#01]**

We, [CNT:Name] and [LCN:CINameCon#01] both of [CNT:LinearAddress], both aged 18 years and upwards solemnly and sincerely declare as follows:

1. This Declaration relates to the property situate at and known as [CSM:CsPremises], (hereinafter called “the Property”).
2. The Property is held under an Indenture of Lease dated the [UDF:LeaseDate] and made between [UDF:LeaseFirstPty] of the one part and [UDF:LeaseSecondPty] of the other part (hereinafter called “the Lease”) for a term of [UDF:u.term] subject to the yearly rent of [UDF:LeaseRentYr] (hereinafter called “the rent”).
3. We acquired the Property by virtue of an Indenture of Assignment dated the [UDF>LastAssignDate] and made between [UDF>LastAssignPty] of the one part and ourselves [CNT:Name] and [LCN:CINameCon#01] of the other part.
4. We declare that we have not received any demand for the rent for upwards of six years and we are not aware of the person or party currently entitled thereto.
5. We further declare that since our acquisition of the Property, we have not received any notice from any party asserting any breach or non observance of any of the covenants or conditions comprised in the Lease. We declare that we are not aware of any breach or non observance of any of the covenants or conditions comprised in the Lease.

We make this solemn Declaration conscientiously believing the same to be true and for the satisfaction of [CAN:Name.Purchaser#@&] who is purchasing the property from us 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 City of Dublin
this day of 2013
before me a Commissioner for Oaths /Practising Solicitor and I know
the Declarants.

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

DECLARATION OF [CNT:NAME] AND [LCN:CLNAMECON#01]

We, [CNT:Name] and [LCN:CINameCon#01] both of [CNT:LinearAddress] both aged 18 years and upwards, solemnly and sincerely declare as follows:-

1. This Statutory Declaration relates to the property situate at and known as [CSM:CsPremises] (hereinafter called “the Property”).
2. The Property is held under an Indenture of Lease (hereinafter called “the Lease”) dated the [UDF:LeaseDate] and made between [UDF:LeaseFirstPty] of the One Part and [UDF:LeaseSecondPty] of the other part for a term of [UDF:u.term] subject to the yearly rent of [UDF:LeaseRentYr] thereby reserved.
3. By virtue of an Indenture of Assignment dated the [UDF>LastAssignDate] (hereinafter referred to “the Assignment”) the property became vested in [] for all the residue of the term of years granted by the Lease subject to the yearly rent thereby reserved and to the covenants on the part of the Lessee and conditions therein contained.
4. Our late , died on the leaving surviving him our , [CAN:Name.Deceased#??] who thereupon became entitled to the property as sole legal and beneficial owner by operation of law and survivorship.
5. Our late died on the [UDF:u.death.date] and we are her Legal Personal Representatives on foot of a Grand of Probate which issued to us from the Principal Probate Office of the High Court on the [UDF:u.grant.date].
6. We declare that to the best of knowledge, information and belief no demand has been made for payment of the rent reserved by the Lease for upwards of 6 years. To the best of our knowledge, information and belief there have been no breach of any of the covenants or conditions contained in the Lease in so far as the Property is concerned and no notices or notification have been received by us from any part asserting any breach thereof.

We make this solemn Declaration conscientiously believing the same to be true and for the satisfaction of [CAN:Name.Purchaser#@&] who is purchasing the property from us and pursuant to the provisions of the Statutory Declarations Act, 1938.

STATUTORY DECLARATION

OF

[CNT:NAME] AND [LCN:CLNAMECON#01]

We, [CNT:Name] and [LCN:CINameCon#01] both of [CNT:LinearAddress], both aged 18 years and upwards solemnly and sincerely declare as follows:

6. This Declaration relates to the property situate at and known as [CSM:CsPremises] in the City of Dublin (hereinafter called “the Property”).
7. We acquired the Property by virtue of an Indenture of Assignment dated the [UDF>LastAssignDate] and made between [UDF>LastAssignPty] of the one part and ourselves, [CNT:Name] and [LCN:CINameCon#01] on the other part.
8. We declare that there has been no development to the property whatsoever within the meaning of that term in the Local Government (Planning and Development) Act, 1963 since the property was originally constructed.
9. We declare that since our acquisition of the Property, we have not received any notice of any description under the Local Government (Planning and Development) Acts, 1963 to date in relation to the property.

We make this solemn Declaration conscientiously believing the same to be true and for the satisfaction of [CAN>Name.Purchaser#@&] who is purchasing the property from us and pursuant to the provisions of the Statutory Declarations Act, 1938.

STATUTORY DECLARATION OF [CNT:NAME]

I, [CNT:Name] 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 Ownership of Freehold/Leasehold Interests County of [UDF:PropertyCounty] (hereinafter called “the Property”).
2. The Property is held under a Transfer Order made the day of [UDF:LeaseDate] (hereinafter called “the Transfer Order”) made between the County Council of the Council of Dublin of the One Part and myself, [CNT:Name] and my late wife/husband [CNT:Spouse] of the Other Part for a term of [UDF:u.term] subject to the yearly rent of £[UDF:LeaseRentYr] (if demanded) (hereinafter called “the rent”) and to the covenants on the part of the Transferees therein named.
3. I declare that my late wife [CNT:Spouse] died on or about the day of [CNT:SpouseDateDeath] leaving me surviving her and as such, I became sole beneficial owner of the Property on her death and person entitled to be registered as full owner of the property.
4. I declare that since I acquired an interest in the property, no demand has been made of me for payment of the rent reserved by the Transfer Order.
5. I declare that to the best of my knowledge, information and belief, there has been no breach by me of any of the covenants or conditions contained in the Transfer Order. I declare that to the best of my knowledge, information and belief no notice of any description has been served upon me inserted any breach of any covenant or condition in the Transfer Order.
8. I make this solemn declaration conscientiously believing it to be true for the satisfaction of [CAN:Name.Purchaser#@&] who is purchasing the property from me and pursuant to the provisions of the Statutory Declarations Act, 1938.

**DECLARATION OF [CNT:NAME][SYS:IIF(CLIP(LCN:CLNAMECON)=", ", ' AND ')][LCN:CLNAMECON#01]
RE. NON PRINCIPAL PRIVATE RESIDENCE CHARGE**

[SYS:iif(clip(LCN:CINameCon)=", 'I 'We')], [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01] [SYS:iif(clip(LCN:CINameCon)=", ", 'both ')]of [CNT:LinearAddress] aged eighteen years and upwards **Do Solemnly and Sincerely Declare** as follows:-

18. This Declaration relates to the lands at [CSM:CsPremises] being the property described in Folio [UDF:u.folio.no] of the Register of Ownership of Freehold/Leasehold interests County of [UDF:PropertyCounty] (hereinafter called “the Property”).
2. [SYS:iif(clip(LCN:CINameCon)=", 'I 'We')] declare that the property has been [SYS:iif(clip(LCN:CINameCon)=", 'my' 'our')] home throughout [SYS:iif(clip(LCN:CINameCon)=", 'my' 'our')] period of ownership and therefore no liability for the Non Principal Private Residence charge arises.

[SYS:iif(clip(LCN:CINameCon)=", 'I 'We')] make this Statutory Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938 and for the benefit of [CAN:Name.Purchaser#@&] who purchased the lands comprised in the above mentioned Folio from me.

DECLARED by the said
[CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01] who
[SYS:iif(clip(LCN:CINameCon)=", 'is' 'are')]
personally known to me at

**in the City of Dublin
this day of 2013
before me a Commissioner for Oaths /Practising Solicitor and I know
the Declarants.**

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

STATUTORY DECLARATION
RE. NON PRINCIPAL PRIVATE RESIDENCE CHARGE

[SYS:iif(clip(LCN:CINameCon)=", 'I 'We')], [CNT:Name][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CINameCon#01][SYS:iif(clip(LCN:CINameCon)=", ", ' both')] of [CNT:LinearAddress] aged eighteen years and upwards **Do Solemnly and Sincerely Declare** as follows:-

19. This Declaration relates to the Property known as [CSM:CsPremises], in the City of Dublin being the property described in Folio [UDF:u.folio.no] of the Register of Ownership of Leasehold interests County of [UDF:PropertyCounty] (hereinafter called “the Property”).
20. The Property comprised the home of [SYS:iif(clip(LCN:CINameCon)=", 'my' 'our')] late parents [CAN:Name.Deceased#@&] both of whom are now deceased.
21. In the circumstances where the Property comprised the family home of [SYS:iif(clip(LCN:CINameCon)=", 'my' 'our')] late parents, no requirement exists for the payment of Non Principal Private Residence Charge in respect thereof.
22. [SYS:iif(clip(LCN:CINameCon)=", 'My' 'Our')] late mother [CAN:Name.Deceased#??] died on the [UDF:u.death.date] however a Grant of Probate in her estate has only issued on the [UDF:u.grant.date]. In the circumstances there is no requirement to pay NPPR charges for the year 2012.

[SYS:iif(clip(LCN:CINameCon)=", 'I 'We')] make this solemn Declaration conscientiously believing the same to be true and by virtue of the Statutory Declarations Act, 1938 and for the benefit of [CAN:Name.Purchaser#@&] who is purchasing the property comprised in the above mentioned Folio from [SYS:iif(clip(LCN:CINameCon)=", 'me' 'us')].

STATUTORY DECLARATION OF [CNT:NAME][SYS:IIF(CLIP(LCN:CLNAMECON)='', ' AND ')][LCN:CLNAMECON#01]

I, [CNT:Name][SYS:iif(clip(LCN:CINameCon)='', ' and ')][LCN:CINameCon#01]
[SYS:iif(clip(LCN:CINameCon)='', ' both ')]of [CNT:LinearAddress] aged eighteen years and upwards **Do Solemnly and Sincerely Declare** as follows:-

23. This Declaration relates to the property known as [CSM:CsPremises] being the property described in Folio [UDF:u.folio.no] of the Register County [UDF:PropertyCounty] (hereinafter called “the Property”).
24. Myself and acquired the Property in or about and became registered as full owners thereof on the .
25. My late died on the whereupon I became the sole full owner of the property.
26. The fishing rights and fisheries registered as a burden at entry number on part 3 of Folio [UDF:u.folio.no] of the Register County [UDF:PropertyCounty] have not been exercised at any stage since I acquired an interest in the Property in or about .

I make this solemn Declaration conscientiously believing the same to be true and for the satisfaction of [CAN:Name.Purchaser#@&] who is purchasing the Property from me.

DECLARED by the said
[CNT:Name][SYS:iif(clip(LCN:CINameCon)='', ' and ')][LCN:CINameCon#01] who
[SYS:iif(clip(LCN:CINameCon)='', 'is' 'are')]
personally known to me at
in the City of Dublin
this day of 2013
before me a Commissioner for Oaths /Practising Solicitor and I know
the Declarants.

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

DECLARATION OF SOLVENCY

I, _____ of _____ aged 18 years and upward **DO SOLEMNLY AND SINCERELY DECLARE** as follows:-

1. The property to which this Declaration relates is the premises known as [CSM:CsPremises] being transferred by me by voluntary Deed into the name of my _____ in consideration of natural love and affection.
2. I say that the voluntary transfer was made by me bona fide for the purposes of benefiting my said _____ and without fraudulent intent.
3. I further say that I am solvent and able to meet my debts and liabilities without recourse to the property voluntarily transferred as aforesaid.
4. I make this Solemn Declaration conscientiously believing the same to be true for the satisfaction of [CAN:Name.Purchaser#@&] and by virtue of the Statutory Declarations Act, 1938.

DECLARED by the said

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 Declarant.

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

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

We, [CNT:Name] and [LCN:CINameCon#01] both of [CNT:LinearAddress] in the County of _____ both aged 18 years and upwards SOLEMNLY AND SINCERELY DECLARE as follows:

1. This declaration relates to the property known as [CSM:CsPremises] in the County of [UDF:PropertyCounty] (being the property comprised in folio [UDF:u.folio.no] County [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.
3. We have been married once and once only, namely to each other, on the _____ day of [CNT:DateOfMarriage]. We are each the lawful spouse of the other. We refer to a photocopy of our civil marriage certificate upon which marked with the letter "A" we have endorsed our names prior to making this declaration. Neither of us has ever been the civil partner of any other person within the meaning of the term "civil partner" in Section 3 of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010 ("the 2010 Act").
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 of 1981. None of the provisions of Part 15 of the 2010 Act apply to the property and neither of us is or ever has been a cohabitant or a qualified cohabitant with any other person within the meaning of the terms "cohabitant" and "qualified cohabitant" respectively in Section 172 of the 2010 Act.
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 Family Law Act, 1995 ("the 1995 Act"), the Family Law (Divorce) Act, 1996 ("the 1996 Act"), or the 2010 Act, and the assurance of the property to the party or parties mentioned in paragraph 8 hereof is not a disposition for the purposes of defeating a claim for relief (as defined in Section 35 of the 1995 Act, Section 37 of the 1996 Act and Section 137 of the 2010 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 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.Purchaser#@&] 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.

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

Exhibit “A”

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

STATUTORY DECLARATION OF HUSBAND AND WIFE THAT PROPERTY IS A FAMILY HOME WHERE EITHER OF THEM WAS PREVIOUSLY MARRIED BUT THAT PREVIOUS MARRIAGE WAS DISSOLVED

We, [CNT:Name] and [LCN:CINameCon#01] both of [CNT:LinearAddress] in the County of _____ both aged 18 years and upwards SOLEMNLY AND SINCERELY DECLARE as follows:

1. This declaration relates to the property known as [CSM:CsPremises] in the County of [UDF:PropertyCounty] (being the property comprised in folio [UDF:u.folio.no] County) [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.
3. We were lawfully married to each other on the _____ day of [CNT:DateOfMarriage] . We are each the lawful spouse of the other. We refer to a photocopy of our civil marriage certificate upon which marked with the letter “A” we have endorsed our names prior to making this declaration.

(either spouse, as applicable) was never previously married.

(either spouse, as applicable) was previously married, namely to _____ (former spouse) on the _____ day of _____. We refer to a photocopy of the civil certificate of the said earlier marriage upon which marked with the letter “B” we have endorsed our names prior to making this declaration. A decree of dissolution of the said former marriage was granted by the Circuit Court/High Court on the _____ day of _____ and we refer to a certified copy extract therefrom upon which marked with the letter “C” we have endorsed our names prior to making this declaration. Neither of us has ever been the civil partner of any other person within the meaning of the term “civil partner” in Section 3 of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010 (“the 2010 Act”).
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 of 1981. None of the provisions of Part 15 of the 2010 Act apply to the property and neither of us is a cohabitant or a qualified cohabitant with any other person within the meaning of the terms “cohabitant” and “qualified cohabitant” respectively in Section 172 of the 2010 Act.
5. 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 of the provisions of the Judicial Separation and Family Law Reform Act, 1989 , the Family Law Act, 1995 (“the 1995 Act”), the Family Law (Divorce) Act,

1996 (“ the 1996 Act”) or the 2010 Act, and the assurance of the property to the party or parties mentioned in paragraph 8 hereof is not a disposition for the purposes of defeating a claim for relief (as defined in Section 35 of the 1995 Act, Section 37 of the 1996 Act and Section 137 of the 2010 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 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.Purchaser#@&] and pursuant to the provisions of the Statutory Declarations Act, 1938.

DECLARED by the said
[CNT:Name] and [LCN:Name]
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.

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

Exhibit “A”

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

Exhibit “B”

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

Exhibit “C”

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

STATUTORY DECLARATION OF HUSBAND AND WIFE
THAT PROPERTY IS NOT A FAMILY HOME OR A SHARED HOME

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

1. This declaration relates to the property known as [CSM:CsPremises] in the County of [UDF:PropertyCounty] (being the property comprised in folio [UDF:u.folio.no] County [UDF:PropertyCounty]) (hereinafter called “the property”).
- 2.1 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.
- 2.2 The property is not a shared home within the meaning of the term “shared home” in Section 27 of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010 (“the 2010 Act”).
- 2.3 Neither we, nor any other married couple, nor any civil partner within the meaning of the term “civil partner” in Section 3 of the 2010 Act, nor any cohabitant or qualified cohabitant within the meaning of the terms “cohabitant” and “qualified cohabitant” respectively in Section 172 of the 2010 Act have ordinarily resided therein since we acquired an interest therein.
- 2.4 Our family home is at [CNT:LinearAddress].
3. We have been married once and once only, namely to each other, on the day of [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. Neither of us has been the civil partner of any other person within the meaning of the term “civil partner” in Section 3 of the the 2010 Act.
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 of 1981. None of the provisions of Part 15 of the 2010 Act apply to the property and neither of us is or ever has been a cohabitant or a qualified cohabitant with any other person within the meaning of the terms “cohabitant” and “qualified cohabitant” respectively in Section 172 of the 2010 Act.
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 Family Law Act 1995 (“the 1995 Act”), the Family Law (Divorce) Act, 1996 (“ the 1996 Act”) or the 2010 Act, and the assurance of the property to the party or parties mentioned in paragraph 8 hereof is not a disposition for the purposes of defeating a claim for relief (as defined in Section 35 of the 1995 Act, Section 37 of the 1996 Act), and Section 137 of the 2010 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 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.Purchaser#01] and pursuant to the provisions of the Statutory Declaration 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.

**COMMISSIONER FOR
OATHS/PRACTISING SOLICITOR**

Exhibit “A”

COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR

**STATUTORY DECLARATION OF SURVIVING SPOUSE THAT
PROPERTY IS NOT A FAMILY HOME OR A SHARED HOME**

I, [CNT:Name] of [CNT:LinearAddress] in the County of _____ aged 18 years and upwards SOLEMNLY AND SINCERELY DECLARE as follows:

1. This declaration relates to the property known as [CSM:CsPremises] in the County of [UDF:PropertyCounty] (being the property comprised in folio [UDF:u.folio.no] County [UDF:PropertyCounty]) (hereinafter called “the property”).
- 2.1 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.
- 2.2 The property is not a shared home within the meaning of the term “shared home” in Section 27 of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010 (“the 2010 Act”).
- 2.3 No married couple, or no civil partner within the meaning of the term “civil partner” in Section 3 of the 2010 Act, or no cohabitant or qualified cohabitant within the meaning of the terms “cohabitant” and “qualified cohabitant” respectively in Section 172 of the 2010 Act 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 _____ day of [CNT:DateOfMarriage]. We were each the lawful spouse of the other. 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 _____ day of [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. Neither I nor my late spouse has ever been the civil partner of any other person within the meaning of the term “civil partner” in Section 3 of the 2010 Act.
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 of 1981. None of the provisions of Part 15 of the 2010 Act apply to the property and neither I nor my late spouse has ever been a cohabitant or a qualified cohabitant with any other person within the meaning of the terms “cohabitant” and “qualified cohabitant” respectively in Section 172 of the 2010 Act.
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 Family Law Act, 1995 (“the 1995 Act”), the Family Law (Divorce) Act, 1996 (“the 1996 Act”) or the 2010 Act, and the assurance of the property to the party or parties mentioned in paragraph 8 hereof is not a disposition for the purposes of defeating a claim for relief (as defined in Section 35 of the 1995 Act, Section 37 of the 1996 Act and Section 137 of the 2010 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 _____ and 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 _____
this _____ day of _____ 2013
before me a Commissioner for Oaths/Practising Solicitor
and I know the Declarants.

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

Exhibit “A”

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

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

I, [CNT:Name] of [CNT:LinearAddress] in the County of _____ aged 18 years and upwards SOLEMNLY AND SINCERELY DECLARE as follows:

1. This declaration relates to the property known as [CSM:CsPremises] in the County of [UDF:PropertyCounty] (being the property comprised in folio [UDF:u.folio.no] County [UDF:PropertyCounty]) (hereinafter called “the property”).
- 2.1 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.
- 2.2 The property is not a shared home within the meaning of the term “shared home” in Section 27 of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010 (“the 2010 Act”).
- 2.3 No married couple or no civil partner within the meaning of the term “civil partner” in Section 3 of the 2010 Act, or no cohabitant or qualified cohabitant within the meaning of the terms “cohabitant” and “qualified cohabitant” respectively in Section 172 of the 2010 Act have ordinarily resided therein since I acquired an interest therein.
3. I am not and never have been married to any person, or entered into a civil partnership with any person, under the law of this or any other 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 of 1981. None of the provisions of Part 15 of the 2010 Act apply to the property and I am not and never have been a cohabitant or a qualified cohabitant with any other person within the meaning of the terms “cohabitant” and “qualified cohabitant” respectively in Section 172 of the 2010 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 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.
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.Purchaser#@&] 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
this day of 2013
before me a Commissioner for Oaths/Practising Solicitor
and I know the Declarants.

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

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

I, [CNT:Name] of [CNT:LinearAddress] in the County of _____ aged 18 years and upwards SOLEMNLY AND SINCERELY DECLARE as follows:

1. This declaration relates to the property known as [CSM:CsPremises] in the County of [UDF:PropertyCounty] (being the property comprised in folio [UDF:u.folio.no] County [UDF:PropertyCounty]) (hereinafter called "the property").

- 2.1 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.
- 2.2 The property is not a shared home within the meaning of the term "shared home" in Section 27 of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010 ("the 2010 Act").
- 2.3 No married couple, or no civil partner within the meaning of the term "civil partner" in Section 3 of the 2010 Act, or no cohabitant or qualified cohabitant within the meaning of "cohabitant" and "qualified cohabitant" respectively in Section 172 of the 2010 Act has ordinarily resided therein since I acquired an interest in the property.

- 3.1 I have been married once and once only, namely to [CNT:Spouse] (hereinafter called "my estranged spouse") on the _____ day of [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 _____ day of [UDF:u.date.separate] and I refer to a photocopy of/certified copy extract from a deed of separation/deed of waiver which my estranged spouse and I entered into dated the _____ day of [UDF:u.date.separate] /court order dated the [UDF:u.date.separate] 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 deed of separation/deed of waiver/court order. I have not entered into a civil partnership with any person under the law of this or any other jurisdiction, and no proceedings have been instituted or threatened by any person alleging the contrary.

- 3.2 My estranged spouse never resided in the property, nor is it intended that he/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 me. He/she has never made any financial or other contribution to the purchase of the property, nor to any mortgage or similar payments relating thereto. He/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 of 1981. None of the provisions of Part 15 of the 2010 Act apply to the property and I am not and never have been a cohabitant or a qualified cohabitant with any other person within the meaning of the terms "cohabitant" and "qualified cohabitant" respectively in Section 172 of the 2010 Act.
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 Family Law Act, 1995 ("the 1995 Act"), the Family Law (Divorce) Act, 1996 ("the 1996 Act") or the 2010 Act, and the assurance of the property to the party or parties mentioned in paragraph 8 hereof is not a disposition for the purposes of defeating a claim for relief (as defined in Section 35 of the 1995 Act, Section 37 of the 1996 Act and Section 137 of the 2010 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.Purchaser#@&] and pursuant to the provisions of the Statutory Declarations Act, 1938.

Exhibit “A”

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

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

I, [CNT:Name] of [CNT:LinearAddress] in the County of _____ aged 18 years and upwards SOLEMNLY AND SINCERELY DECLARE as follows:

1. This declaration relates to the property known as [CSM:CsPremises] in the County of [UDF:PropertyCounty] (being the property comprised in folio [UDF:u.folio.no] County [UDF:PropertyCounty] (hereinafter called “the property”).
- 2.1 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.
- 2.2 The property is not a shared home within the meaning of the term “shared home” in Section 27 of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010 (“the 2010 Act”).
- 2.3 No married couple, or no civil partner within the meaning of the term “civil partner” in Section 5 of the 2010 Act, or no cohabitant or qualified cohabitant within the meaning of the terms “cohabitant” and “qualified cohabitant” respectively in Section 172 of the 2010 Act have ordinarily resided therein since I acquired an interest therein, apart from myself and my former spouse [CNT:Spouse] (hereinafter called “my former spouse”).
3. I have been married once and once only, namely to my former spouse on the _____ day of [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 _____ day of _____ and I refer to a certified copy extract therefrom 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. I have not entered into a civil partnership with any person under the law of this or any other 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 of 1981. None of the provisions of Part 15 of the 2010 Act apply to the property and I am not and never have been a cohabitant or a qualified cohabitant with any other person within the meaning of the terms “cohabitant” and “qualified cohabitant” respectively in Section 172 of the 2010 Act.

5. 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 of the provisions of the Judicial Separation and Family Law Reform Act, 1989, the Family Law Act, 1995 (“the 1995 Act”), the Family Law (Divorce) Act, 1996 (“ the 1996 Act”) or the 2010 Act, and the assurance of the property to the party or parties mentioned in paragraph 8 hereof is not a disposition for the purposes of defeating a claim for relief (as defined in Section 35 of the 1995 Act, Section 37 of the 1996 Act and Section 137 of the 2010 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.Purchaser#@&] and pursuant to the provisions of the Statutory Declarations Act, 1938.

DECLARED by the said

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.

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

Exhibit “A”

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

Exhibit “B

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

**STATUTORY DECLARATION OF CURRENT OR FORMER COHABITANTS
THAT PROPERTY IS THEIR PROPERTY
BUT IS NOT A FAMILY HOME OR A SHARED HOME**

We, [CNT:Name] and [LCN:CINameCon#01] both of [CNT:LinearAddress] in the County of _____ both aged 18 years and upwards SOLEMNLY AND SINCERELY DECLARE as follows:

1. This declaration relates to the property known as [CSM:CsPremises] in the County of [UDF:PropertyCounty] (being the property comprised in folio [UDF:u.folio.no] County [UDF:PropertyCounty]) (hereinafter called “the property”).
2. We are the owners of the property. We **are / were** (*delete as appropriate*) cohabitants with each other within the meaning of the term “cohabitant” in Section 172 of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010 (“the 2010 Act”).
3. Neither of us is or has ever been married to any person, or has ever entered into a civil partnership within the meaning of that term in the 2010 Act with any person, or has ever been a cohabitant or a qualified cohabitant with any other person within the meaning of the terms “cohabitant” or “qualified cohabitant” respectively in Section 172 of the 2010 Act, under the law of this or any other 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 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 of 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 2010 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 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.Purchaser#01] 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.

**COMMISSIONER FOR OATHS/
PRACTISING SOLICITOR**

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

I, [CAN:Name.Declarant#01] of [CNT:LinearAddress] in the County of _____ aged 18 years and upwards
SOLEMNLY AND SINCERELY DECLARE as follows:

1. This declaration relates to the property known as [CSM:CsPremises] in the County of [UDF:PropertyCounty] (being the property comprised in Folio [UDF:u.folio.no] County [UDF:PropertyCounty]) (hereinafter called “the property”). The property is owned by [CNT:Name] (hereinafter called “the company”) of which I am a director.
- 2.1 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.
- 2.2 The property is not a shared home within the meaning of the term “shared home” in Section 27 of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010 (“the 2010 Act”).
- 2.3 No married couple, or no civil partner within the meaning of that term in Section 3 of the 2010 Act, or no cohabitant or qualified cohabitant within the meaning of the terms “cohabitant” and “qualified cohabitant” respectively in Section 172 of the 2010 Act has ordinarily resided therein since the company acquired an interest in the property.
- 2.4 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”) or none of the provisions of Part 15 of the 2010 Act apply to the property because the property is owned by the company which is incapable of entering into an agreement to marry, and incapable of being a cohabitant or a qualified cohabitant within the meaning of the terms “cohabitant” and “qualified cohabitant” respectively in Section 172 of the 2010 Act, and no proceedings of any kind have been threatened or instituted in relation to the property under any of the provisions of the Act of 1981 or the 2010 Act.
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 Family Law Act, 1995 (“the 1995 Act”), the Family Law (Divorce) Act, 1996 (“the 1996 Act”) or the 2010 Act, and the assurance of the property to the party or parties mentioned in paragraph 7 hereof is not a disposition for the purposes of defeating a claim for relief (as defined in Section 35 of the 1995 Act, Section 37 of the 1996 Act) and Section 137 of the 2010 Act).

[MAT:CODE]/[MAT:FECODE]/CP

[CAN:SolRef.Solicitors#01]

[DATE:Today]

[CAN:Name.Solicitors#01]

Solicitors

[CAN:Address.Solicitors#01]

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

Your Client: [CAN:Name.Purchaser#@&]

Premises: [CSM:CsPremises]

Dear Sirs,

We refer to the above matter and confirm that the Roads and Services abutting the above property are in charge of the Local Authority.

Yours faithfully

[SYS:CON:NAME]

[MAT:CODE]/[MAT:FECODE]/CP

[CAN:SolRef.Solicitors#01]

[DATE:Today]

[CAN:Name.Solicitors#01]

Solicitors

[CAN:Address.Solicitors#01]

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

Your Client: [CAN:Name.Purchaser#@&]

Premises: [CSM:CsPremises]

Dear Sirs,

We certify the Vendors' PPS numbers and tax types are as follows:

a) [CNT:Name]: [CNT:RSINO]

Yours faithfully,

[SYS:CON:NAME]

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

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

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

Dear [CAN:Salutation.LendInst#??]

We refer to the above matter and to your redemption figures furnished to us on the

In this regard we enclose a cheque in favour of [CAN:Name.LendInst#??] in the sum of
€[UDF:RdmAmt] made up as follows:

Balance due to redeem loan on the [UDF:RdmDate]
days interest at €[UDF:RdmDaily] per day for days
Total

Please acknowledge receipt of the within cheque by return. We also await receipt of vacated mortgage in due course.

Yours sincerely

[SYS:CON:NAME]

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

[DATE:Today]

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

Re: Sale of your house at [CSM:CsPremises]

Dear [CNT:Salut][SYS:iif(clip(LCN:CINameCon)=" , ' and ')][LCN:ClSalute#01]

I refer to the recent sale of the above property.

I confirm the proceeds of sale have now cleared and accordingly I enclose the following for your attention:

Cash Account.

Cheque in your favour in discharge of the balance proceeds of sale.

Many thanks for your instructions in relation to this matter. If you have any queries in relation to the enclosed please do not hesitate to contact me.

I also take this opportunity to enclose a "Client Satisfaction Survey" and would be most obliged if you could please take the time to complete same and return to me. I have enclosed a stamped addressed envelope for your convenience.

Kind regards.

Yours sincerely,

[SYS:CON:NAME]

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

SALE OF: [CSM:CsPremises]

CASH ACCOUNT

Date: [DATE:Today]

| | | |
|---|---|---------|
| Sale Price | | € |
| <u>Less</u> | | |
| Estate Agents charges as per attached invoice | € | |
| Legal costs and outlay as per fee note attached | € | <hr/> |
| Net sale proceeds due to client | | € <hr/> |

CLIENT SATISFACTION SURVEY

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

Address: [CNT:LinearAddress]

RE: [MAT:Description]

Your evaluation is used to continuously improve the service we offer our clients:

Please rate the **quality of Service** received from [SYS:CON:Name], Solicitors:

Excellent ____ Good ____ Average ____ Below Average ____ Poor ____

Please rate the **quality of your Relationship** with [SYS:CON:Name], Solicitors:

Excellent ____ Good ____ Average ____ Below Average ____ Poor ____

What would you say to your friend about [SYS:CON:Name]:

COMMENTS:

What did you find the most valuable part of our Service:

COMMENTS:

What could [SYS:CON:Name] do to improve its Service to you.

COMMENTS:

SIGNED: _____

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

[CAN:Name.LendInst#??]

[CAN:Address.LendInst#??]

**RE: Our Clients [CNT:Name][SYS:iif(clip(LCN:CINameCon)='', '', ' and ')][LCN:CINameCon#01]
Premises: [CSM:CsPremises]
Loan No. [UDF:u.loan.acc.no]**

Dear Sirs,

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

We note we have not yet received the vacated mortgage/evidence of E-discharge. Please furnish same to us by return.

We await hearing from you.

Yours faithfully,

[SYS:CON:NAME]

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

[CAN:Name.Solicitors#01]
Solicitors
[CAN:Address.Solicitors#01]

Re: Our Clients [CNT:Name][SYS:iif(clip(LCN:CNameCon)=' ', ' ' and ' ')] [LCN:CNameCon#01]
Your Clients [CAN:Name.Purchaser#@&]
Premises: [CSM:CsPremises]

Dear Sirs,

We refer to the above matter and to previous correspondence.

In accordance with our undertaking furnished on closing we now enclose vacated mortgage deed/evidence of E-discharge.

Please acknowledge receipt of the within and confirm our undertaking is now discharged.

Yours faithfully,

[SYS:CON:NAME]

Encls.

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

[CAN:Name.Solicitors#01]
[CAN:Address.Solicitors#01]

Re: Our Clients [CNT:Name][SYS:iif(clip(LCN:CINameCon)=' ', ' ' and ' ')] [LCN:CINameCon#01]
Your Clients [CAN:Name.Purchaser#@&]
Premises: [CSM:CsPremises]

Dear Sirs,

We refer to the above matter and to our previous correspondence of the _____ where we enclosed
vacated mortgage deed/evidence of E-discharge.

We would be obliged if you could please release us from our undertaking to enable us to close off our
file.

We await hearing from you by return.

Yours faithfully,

[SYS:CON:NAME]

[MAT:CODE]/[MAT:FECODE]/CP

[DATE:Today]

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

Re: Sale of your house at [CSM:CsPremises]

Dear [CNT:Salut][SYS:iif(clip(LCN:CINameCon)=", ", ' and ')][LCN:CISalute#01]

We write to you in relation to the recent transaction we handled on your behalf and hope that our office met all your expectations and that you were satisfied with the service provided.

As matters have now completed we are arranging to close off our file.

We would like to take this opportunity to thank you for your kind instructions in relation to this matter. If there is anything else we can assist you with please do not hesitate to contact us.

Yours sincerely,

[SYS:CON:NAME]

FILE CLOSURE REPORT

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

Matter: [CSM:CsPremises]

File Closure dealt with by:

Date:

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)