

WARNING:

It is recommended that the within should not be completed without prior legal advice.

LAW SOCIETY OF IRELAND

CONDITIONS OF SALE 2017 EDITION

PARTICULARS

and

CONDITIONS OF SALE

of property at Leggatinty, Frenchpark, Co. Roscommon.

- ~~SALE BY PRIVATE TREATY~~
- SALE BY AUCTION

To be held at:

on the _____ day of _____ 20 ____ at _____ o'clock

Auctioneer: REA Seamus Carthy,
Address: Goff Street, Roscommon Town, Co. Roscommon.
Vendor: Helen McKinley
Vendors' Solicitors: O'Donovan Murphy and Partners,
Address: The Quay, Bantry, County Cork.
Reference: LOD.RC.8787(6)

Law Society Conditions of Sale

2017 Edition

Law Society of Ireland

Spousal/Civil Partner Consent

I, _____ being the spouse of the under named Vendor hereby, for the purposes of Section 3 of the Family Home Protection Act, 1976,*/being the civil partner of the under named Vendor hereby, for the purposes of Section 28 of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010, consent to the proposed sale of the Subject Property described in the within Particulars at the price mentioned below.

SIGNED by the said spouse*/ civil partner _____

in the presence of : _____

MEMORANDUM OF AGREEMENT made this _____ day of _____ 201_____

BETWEEN/ Helen McKinley

of Leggatinty, Frenchpark, Co. Roscommon.

Tax Number (s) _____ (“Vendor”)

Nominated Email address of Vendor’s Solicitor:- lodonovan@odonovanmurphy.ie

AND/

of.

Tax Number (s) _____ (“Purchaser”)

Nominated Email address of Purchaser’s Solicitor:-

whereby it is agreed that the Vendor shall sell and the Purchaser shall purchase in accordance with the annexed Special and General Conditions of Sale the Subject Property described in the within Particulars at the Purchase Price mentioned below.

Purchase Price: € _____ Closing Date: 4 weeks from the date hereof.

Less deposit: € _____ Interest Rate: 8% per cent per annum

Balance: € _____

SIGNED _____
Vendor

SIGNED _____
Purchaser

Witness _____

Witness _____

Occupation _____

Occupation _____

Address _____

Address _____

(For sale by auction)

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

Signed _____

PARTICULARS AND TENURE

ALL THAT AND THOSE the property comprised in Folio 27840F Co. Roscommon situate at Leggatinty, Frenchpark, Co. Roscommon.

Held

Local Property Tax (LPT) Property ID Number (where applicable) 1141776PH

DOCUMENT SCHEDULE

1. Up-to-date copy Folio/Filed Plan RN27840F;
2. BER Certificate and Advisory Report;
3. Planning Declaration of Claire Winters;
4. Certificate of C. E. Callan & Co., Solicitors regarding roads and services;
5. Evidence of registration of septic tank with Protect Our Water;
6. Letter from Roscommon Co Co re Roads in Charge.

SEARCHES SCHEDULE

1 Official Search in the Registry of Deeds on the Index of Names only for all acts affecting the Subject Property by the Vendor from the day of
and

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 constructed without regard to any amendment therein, unless such amendment shall be referred to specifically in these Special Conditions.
3. ~~3.1 — In this Special Condition:—~~

~~“Adjustment Period” has the meaning attributed to that term under Section 12E(2) of the VAT Act;—~~

~~“Assignment”, “Surrender” and “Immovable Goods” have the meanings attributed to those terms by Section 1 of the VAT Act;—~~

~~“Capital Goods” has the meaning attributed to that term under Section 1 and Section 12E(1) of the VAT Act;—~~

~~“Freehold Equivalent Interest” has the meaning attributed to that term under Section 1 and Section 3(IC) of the VAT Act;—~~

~~“Interest” has the meaning attributed to that term in Section 4(1)(b) of the VAT Act;—~~

~~“Refurbishment”, has the meaning attributed to that term under Section 12E(2) of the VAT Act;—~~

~~“VAT”, means Value Added Tax; and—~~

~~“VAT Act”, means the Value Added Tax Act, 1972 (as amended) and related VAT regulations.—~~

- ~~3.2 — Save as may be provided in any other clause of this Condition 3, the Purchaser shall pay to the Vendor the amount of any VAT as shall be exigible in relation to the Sale, same to be calculated in accordance with the provisions of the VAT Act and the Purchaser shall pay this amount to the Vendor on the later of the completion of the Sale or where an invoice is required to be issued by the Vendor in accordance with the provisions of the VAT Act on delivery of such invoice to the Purchaser [and to the extent that the Sale of the Subject Property is of an Interest in respect of which a joint option to tax under Section 4C(6)(b) of the VAT Act may be exercised, such joint option is so exercised.]^(a)—~~

1. Clause 3.2 is suitable (or the

Sale of a freehold or Freehold

Equivalent [interest where the

Subject Property is partially

^(a) Use only in the case of an Assignment or Surrender of a “Legal Lease” where the Vendor is a person who had no right to a deduction under Section 12 of the VAT Act on an acquisition or development of the subject property which occurred prior to the 1st of July, 2008 but is exercising the option to tax in order to

2. Clause 3.3 first alternative is suitable for the sale of a Freehold or Freehold Equivalent Interest where the subject property is no longer new or nearly new but is still a Capital Good.

3. Clause 3.3 second alternative is suitable for the sale of a Freehold or Freehold Equivalent Interest where the subject property is not new or nearly new but is still a capital
4. The first or second alternative to Clause 3.3 should be deleted as appropriate.

which the Vendor will suffer

5. Clause 3.4 is suitable for the Sale of a "legacy lease" as described in the Revenue Guide, where Section 4(8) applies. A Purchaser should satisfy himself that he can give the warranty in Clause 3.4. Otherwise this Clause should be deleted and Clause 3.2

6. Clause 3.5 is suitable for the sale by the Assignment or Surrender of a lease other than a Freehold Equivalent Interest created after 30 June 2008 where a premium is paid by the Purchaser, where in the case of a Surrender, the option to tax rent under Section 7A(1) has been exercised and is currently in force.

~~3.3 In the case where the Sale is exempt subject to the option to tax as provided in Section 4B(5) of the VAT Act and the Subject Property being a freehold or Freehold Equivalent Interest comprises or includes any Capital Good in respect of which the Adjustment Period remains unexpired, the option to tax the Sale under Section 4B(5) of the VAT Act is hereby exercised jointly by the Vendor and Purchaser such that the Purchaser will account for relevant VAT arising on the sale on a reverse charge basis in accordance with the provisions of Section 4B(6) of the VAT Act.~~

~~for~~

~~In the case where the sale of the Subject Property, being a freehold or Freehold Equivalent Interest, is exempt from VAT (notwithstanding the fact that it is exempt), on completion in addition to the Purchase Price, the Purchaser shall pay to the Vendor the sum of €[] being the agreed amount to be paid by the Purchaser to the Vendor in respect of the Vendor's liability to account to the Revenue under Section 12E(7)(b) of the VAT Act as a consequence of the sale.]~~

~~3.4 In the case of where the Sale is by way of Assignment or Surrender of an interest in Immovable Goods to which Section 4C(4) of the VAT Act applies and the Purchaser is a person referred to in one or more of (a), (b) or (c) of Section 4(8) of the VAT Act, which status the Purchaser hereby warrants to the Vendor, the provisions of clauses 3.2 and 3.3 shall not apply and the following provisions of this clause 3.4 shall apply:~~

~~3.4.1 The Purchaser shall account to the Revenue Commissioners for any VAT arising in relation to the Assignment or Surrender in accordance with Section 4C(7) and Section 4(8) of the VAT Act.~~

~~3.4.2 The Purchaser shall indemnify and keep indemnified the Vendor from and against any loss, cost or liability which arises as a result of the breach by the Purchaser of such warranty.~~

~~[3.4.3 In the case where the Subject Property is still in the Adjustment Period and the Vendor is a person referred to in Section 4c(2) of the VAT Act and the joint option to tax the sale under Section 4C(6)(b) of the VAT Act may be exercised, such joint option is so exercised.]^(b)~~

~~3.5 In the case where the Sale of the Subject Property is the Assignment or Surrender for a premium or other consideration paid to the Vendor of a lease created after 30 June 2008 not being a Freehold Equivalent Interest, is treated for the purposes of the VAT Act as the supply of a taxable service, the~~

recoup VAT on the acquisition or development of the subject property where Section 4 (8) of the Act does not apply (See sub-clause 3.4.3 for corresponding provision where Section 4 (8) of the Act does apply).

^(b) Use only on assignment or surrender of a "Legacy Lease" during the Adjustment Period where the Vendor is a person who had no right to a deduction under Section 12 of the VAT Act on an acquisition or development of the Subject Property which occurred prior to 1 July 2008 but is an exempt person exercising the option to tax to recoup VAT on the acquisition or development of the Subject Property where Section 4(8) of the VAT Act applies.

~~Purchaser shall on completion pay to the Vendor the amount of any VAT as shall be exigible in relation to the premium or other consideration on the Assignment or Surrender, same to be calculated in accordance with the provisions of the VAT Act and the Purchaser shall pay this amount to the Vendor on the completion of the Sale or where an invoice is required to be issued by the Vendor, in accordance with the provisions of the VAT Act on delivery of such an invoice to the Purchaser.~~

7. Clause 3.6 is suitable where the Vendor pays the Purchaser a reverse premium.

~~3.6 In the case where the Sale of the Subject Property is the Assignment or Surrender of a lease for a reverse premium paid by the Vendor, the Vendor shall on completion pay to the Purchaser the amount of any VAT as shall be exigible in relation to the reverse premium for the Assignment or Surrender, same to be calculated in accordance with the provisions of the VAT Act and the Vendor shall pay this amount to the Purchaser on the later of the completion of the Sale or where an invoice is required to be issued by the Purchaser, in accordance with the provisions of the VAT Act on delivery of such an invoice to the Vendor.~~

8. Clause 3.7 is suitable as an additional Clause in the case where a Vendor who is a tenant under a lease not being a Freehold Equivalent Interest and is assignment or surrendering that lease, wishes the Purchaser to assume responsibility under the VAT Act Section 12E(8) for refurbishment work carried out by the Vendor or a predecessor

~~3.7 In the case where the Sale is by way of Assignment or Surrender of a lease the Purchaser undertakes to be responsible for all obligations of the Vendor under the VAT Act (as provided in Section 12E(8) of the VAT Act) which arise in respect of the Refurbishment of the Subject Property comprising the following works:~~

~~[Insert details of works]~~

9. Clause 3.8 is suitable where the Sale is a transfer of a business qualifying for relief from VAT.

~~3.8 In the case where the Sale is one to which Section 3(5)(b)(iii) of the VAT Act applies, the Purchaser warrants to the Vendor that the Purchaser is a taxable person for the purpose of the VAT Act and the Purchaser has taken or will take all steps necessary to be taken on the Purchaser's part so that the Sale will qualify for the exemption from VAT under that Section. The Purchaser shall indemnify and keep indemnified the Vendor against any loss, cost or liability which arises as a result of such warranty being or becoming untrue or incorrect in any respect.~~

10. Clause 3.9 deals with information, records and statements relating to VAT in the case of a Subject Property which is completed. The parties should agree these items before signing this agreement. Where the Subject Property is to be developed by the Vendor or a connected person, it may be appropriate to delete this

~~3.9 At or prior to the signing hereof, the Vendor has supplied the Purchaser with such information, copies of such VAT records for the period up to the latest date prior to the date hereof for the filing of returns in relation to any Capital Good which the Subject Property comprises, and if applicable, a draft of any statement required to be supplied by the Vendor to the Purchaser under the VAT Act as the Purchaser may reasonably require to enable the Purchaser's obligations under the VAT Act. The Purchaser confirms for the purpose of the Sale that the Purchaser is satisfied with the information, copy records and, if applicable, such draft statement so supplied.~~

4. No Agreement or Contract shall be deemed to exist until both parts of the Contract have been duly executed on behalf of the Purchaser without amendment to the General or Special Conditions (save where expressly agreed) and the deposit agreed on page 1 hereof paid in full to the Vendor's Solicitors and further that one part of this Contract document has been executed by the Vendor and returned to the Purchaser's Solicitors. The issue of this document and the documents referred to in the Document Schedule herein and any covering letter shall not be construed as an offer of sale on the part of the Vendor nor shall the same constitute a memorandum of agreement for the purpose of the Land and Conveyancing Law Reform Act 2009.
5. It is hereby expressly agreed that no alteration, amendment, deletion or insertion shall be made to this agreement, without the prior written approval and permission of the Vendor's Solicitors.
6. The Purchaser shall take and shall be deemed to take the property "as is" with full knowledge as to the actual state and condition of repair and maintenance thereof and furthermore shall be taken to be aware of the boundaries of the property and to have made such inspections thereof as are deemed necessary. As is evident from the Property Registration Authority map notation, the Property Registration Authority maps are not conclusive as to the boundaries or extent of the property and the map boundaries are for identification only. The Purchaser/s shall therefore satisfy himself/herself/themselves with regard to the identity of the property and the Vendor/s shall not be required to furnish evidence of identity or a separate Declaration of Identity with regard to the property in sale. General Condition 14 is hereby deleted and it shall be a matter for the Purchaser/s to ascertain for himself/herself/themselves whether or not the boundaries of the property as outlined on the Folio map correspond with the boundaries of the property on the ground. Should the Purchaser/s require on loan and in trust the original Filed Plan Folio and map for the purpose of having the boundaries inspected by the Purchaser/s own Surveyor, same shall be furnished on loan, subject to the assurance of the Purchaser/s Solicitor for its return.
7. The title shall commence with the registration of the Vendor as the registered owner of the property comprised in Folio RN27840F and no requisition shall be raised in respect of any prior title thereto. The title documentation referred to in the Document Schedule hereto shall be the only title documentation furnished and no further or other prior title documentation shall be requisitioned or furnished.
8. The Purchaser shall accept that the property in sale was constructed prior to the 1st of October 1964 and that any works carried out thereto since its original construction were exempted developments within the meaning of the Planning Acts. The property in sale is therefore being sold as is with the documentation and the Certificates of Compliance listed in the Documents Schedule hereto. No further or other planning documentation and/or Certificates/Opinions of Compliance with Planning Permission and/or Building Regulations shall be requisitioned or furnished with regard to the property in sale and General Condition 36 is accordingly hereby amended and the warranties therein are hereby waived.
9. The BER rating applicable to the property in sale is G in accordance with the BER Certificate and Advisory Report listed in the Document Schedule hereto. The

Purchaser/s shall offer no objection to the said rating nor require any act or thing to be done by the Vendor/s to improve the said rating in any circumstances whatsoever.

10. The property in sale is serviced by mains water and a septic tank; the septic tank is located within the confines of the property in sale. The septic tank has been registered on the Domestic Wastewater Treatment Systems Register and the Certificate of Registration of Septic Tank listed in the Document Schedule hereto shall be furnished on completion. No further or other documentation shall be requisitioned or furnished with regard thereto.
11. The Vendor shall discharge all Local Property Tax relating to the subject property in advance of the completion of the sale and furnish the Purchaser with confirmation of payment on completion of the sale. The amount paid by the Vendor in respect of Local Property Tax relating to the subject Property shall be apportioned as between the Vendor and the Purchaser in accordance with the provisions of General Condition 27. General Condition 8 (c) and General Condition 27 are amended accordingly.
12. The property in sale was the principal place of residence of the Vendor during her ownership thereof. Prior to same, NPPR was discharged by the previous owners. On completion, the Purchaser shall be furnished with a Certificate of Exemption/Discharge for all liable years.