

Freehold/Leasehold Transfer from Sole to Joint

COUNTY

FOLIO

TRANSFER dated the day of 20

WHEREAS

1. is the registered owner of the freehold/leasehold interest in the lands comprised in Folio of the Registry of County subject to a Charge(s) in favour of Irish Permanent Building Society or Irish Permanent Plc or Irish Life & Permanent Plc or **permanent tsb p.l.c.** registered as a burden(s) at No. in Part III of the said Folio.

2. **Please enter the following where the Mortgage is dated between 20/04/1999 and 29/06/2012:**

On the 29th June 2012, Irish Life & Permanent plc changed its name to permanent tsb p.l.c.

Please enter the following where the Mortgage is an Irish Permanent plc Mortgage dated between 21/09/1994 and 20/04/1999:

On 20th April, 1999 Irish Permanent Plc changed its name to Irish Life & Permanent Plc. On the 29th June 2012, Irish Life & Permanent plc changed its name to permanent tsb p.l.c.

Please enter the following where the Mortgage is an Irish Permanent Building Society Mortgage dated before 21/09/1994:

The Irish Permanent Building Society converted to a public limited company under Part XI of the Building Societies Act, 1989 on 21st September 1994 and was known as Irish Permanent Plc. On 20th April, 1999 Irish Permanent Plc changed its name to Irish Life & Permanent Plc. On the 29th June 2012 Irish Life & Permanent plc changed its name to permanent tsb p.l.c.

Please enter the following where the Mortgage is a TSB Bank Mortgage dated between 01/06/1992 and 20/04/2001:

By Statutory Instrument Number 175 of 2001, the Minister for Finance approved a reorganisation of TSB Bank whereby with effect from 20 April 2001 all of it's business, property, rights, liabilities and obligations transferred to and vested in Irish Life & Permanent plc. On the 29th June 2012, Irish Life & Permanent plc changed its name to permanent tsb p.l.c.

Please enter the following where the Mortgage is a Cork and Limerick Savings Bank or Trustees Savings Bank Dublin Mortgage dated before 01/06/1992:

By Statutory Instrument number 55 of 1992, the Minister for Finance approved of a scheme for the amalgamation of Cork and Limerick Savings Bank and Trustees Savings Bank Dublin with effect on 1 June 1992 and provided that the name of the amalgamated bank be TSB Bank. By Statutory Instrument Number 175 of 2001, the Minister for Finance approved a reorganisation of TSB Bank whereby with effect from 20 April 2001 all of its business, property, rights, liabilities and obligations transferred to and vested in Irish Life & Permanent plc. On the 29th June 2012, Irish Life & Permanent plc changed its name to permanent tsb p.l.c.

3. The said _____ (hereinafter called "the Transferor") is desirous of transferring the lands comprised in the said Folio into the joint ownership of himself/herself and his/her lawful spouse _____ (hereinafter called "the Transferee").

or

The said _____ (hereinafter called "the Transferor") has agreed with _____ (hereinafter called "the Transferee") in consideration of the sum of € _____ now paid by the Transferee to the Transferor to transfer the lands comprised in the said Folio into the joint ownership of himself/herself and the Transferee.

4. **permanent tsb p.l.c.** (hereinafter called "**permanent tsb**") has agreed to consent to the said Transfer on the terms hereinafter appearing.

NOW THIS INDENTURE witnesseth as follows:-

1. The Transferor in consideration of the natural love and affection he/she bears for the Transferee **HEREBY TRANSFERS** and releases the entire property comprised in Folio _____ of the Register of _____ County of _____ unto and to the use of the Transferor and Transferee as joint tenants absolutely subject to all existing Charges thereon.

or

The Transferor in consideration of the sum of € _____ now paid by the Transferee to the Transferor (the receipt of which the Transferor hereby acknowledges) **HEREBY TRANSFERS** and releases the entire property comprised in Folio _____ of the Register of _____ County of _____ unto and to the use of the Transferor and Transferee as joint tenants/tenants in common subject to all existing Charges thereon.

2. The address and description of the Transferor and Transferee in the State for services of notice as respectively:
3. **permanent tsb** hereby consents to the within Transfer to the said Transferor and Transferee jointly subject to the said Charge(s) registered at Burden(s) No. _____ in Part III of the said Folio.
4. The Transferor and the Transferee hereby jointly and severally covenant with **permanent tsb** that they will henceforth perform and observe all the Mortgagors covenants contained in the Charge(s)

registered as Burden(s) No. in Part III of the said Folio.

4(a) **For Leaseholders insert:**

The Transferee hereby covenants with the Transferor that he/she will henceforth during the continuance of the term jointly with the Transferor pay the rent and perform and observe the covenants on the part of the Lessee and conditions contained in the Lease and will at all times keep the Transferor his/her executors and administrators effectually indemnified against all actions and proceedings costs damages expenses claims and demands whatsoever by reason or on account of his/her failure to pay the rent or any part thereof or the breach non-performance or non-observance by him/her of the said covenants and conditions or any of them.

5. Nothing herein contained shall prejudice or affect the power of sale and the other powers contained or implied in the Charge(s) or the remedies for recovering payment of the monies thereby secured or any part thereof all of which powers and remedies shall continue in full force and effect.

IT IS HEREBY CERTIFIED

(Land Act 1965 Certificate)

IT IS HEREBY FURTHER CERTIFIED

(Relationship Certificate/Certificate under Section 14 of the Family Home Protection Act 1976/Certificate under Section 114 of the Finance Act 1990)

IT IS HEREBY FURTHER CERTIFIED that the provisions of Section 112 of the Finance Act 1990 do not apply by reason of the fact that the property hereby transferred is an existing dwellinghouse.

IT IS HEREBY FURTHER CERTIFIED that the within transaction does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds €

IN WITNESS whereof the parties of the first and second part have hereunto set their hands and affixed their seals and **permanent tsb** has caused its Common Seal to be affixed hereto the day and year first herein **WRITTEN**.

SIGNED SEALED AND DELIVERED

by the said

in the presence of:

SIGNED SEALED AND DELIVERED

by the said

in the presence of:

PRESENT when the Common Seal

of **permanent tsb p.l.c.** was

affixed hereto: