



**MEMORANDUM OF AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_ 201

**BETWEEN**

**PAT WALSH, EDWARD DEACY AND JACK NOHILLY C/O ABBEYGATE HOUSE, 34/36 UPPER ABBEYGATE STREET, GALWAY**

PPS Number(s)

Vendor/s

**-and-**

PPS Number(s)

Purchaser/s

whereby it is agreed that the Vendor/s shall sell and the Purchaser/s shall purchase in accordance with the terms of this Contract the property described in the Particulars at the price below:

Purchase Price: €

Closing Date: 3 weeks from date hereof.

Less Deposit: €

Interest rate 8 per cent per annum

Balance: €

**SIGNED:**

Vendor/s: \_\_\_\_\_

Purchaser/s: \_\_\_\_\_

Witness: \_\_\_\_\_

Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Occupation: \_\_\_\_\_

As Stakeholder we hereby acknowledge receipt of € in respect of deposit.

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

## **PARTICULARS AND TENURE**

**ALL THAT AND THOSE** the lands comprised in folio GY103643F

### **DOCUMENT SCHEDULE**

1. Copy Folio & File plan folio GY103643F County Galway
2. Copy Deed of Transfer to the Vendors.
3. Copy various planning permissions.
4. Copy letter from Galway County Council dated 17<sup>th</sup> of July 1980.
5. Copy letter from Galway Corporation dated 29<sup>th</sup> of June 1999.
6. Copy Certificate of compliance with planning permission of Bryan Egan dated 22<sup>nd</sup> of June 2007.
7. Copy letter from Galway County Council re roads and services dated 16<sup>th</sup> of June 1982
8. Objections & Requisitions on Title with replies.

### **SEARCHES**

NONE

### **SPECIAL CONDITIONS**

#### **GENERAL**

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 2009 Edition of the General Particulars and Conditions of Sale of the Incorporated Law Society of Ireland shall be applied for the purposes of these Special Conditions.
2. The said General Conditions shall:-
  - a) apply to the sale insofar 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. Definitions**

#### **3.1 In this Special Condition:**

*“Adjustment Period”*, in respect of Capital Goods, is the period attributed under Section 63(1) of the VAT Act but, where appropriate, is the period attributed to that term under Section 95(12)(c) of the VAT Act;

*“Accountable Person”*, *“Assignment”*, *“Immovable Goods”*, *“Surrender”* and

*“Taxable Person”* have the meanings attributed to those terms by Section 2(1) of the VAT Act;

*“Capital Goods”* has the meaning attributed to that term under Section 2 and Section 63(2) of the VAT Act;

*“Capital Goods Adjustment”*, a liability to repay an amount of VAT to Revenue which arises on a supply of a capital good under Section 64 of the VAT Act;

*“Capital Goods Record”* has the meaning attributed to that term under Section 64(12) of the VAT Act;

*“Freehold Equivalent Interest”* has the meaning attributed to that term under Section 2 and Section 19(2) of the VAT Act;

*“Interest”* has the meaning attributed to that term in Section 93(1)(a) of the VAT Act;

*“Interval”* and *“Refurbishment”* have the meanings attributed to those terms under Section 63(1) of the VAT Act;

*“Tenant’s Refurbishment”*, means capital goods as described in Section 64(7) of the VAT Act;

*“VAT”* means Value Added Tax; and

*“VAT Act”* means Value-Added Tax Consolidation Act 2010 and related VAT regulations.

- 3.2.1 The Sale is by way of a transfer of a business to which Section 20(2)(c) of the VAT Act applies. The Purchaser warrants to the Vendor that the Purchaser is an Accountable Person for the purposes of Section 20(2)(c) 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 relief from VAT under Section 20(2)(c) of the VAT Act, and that the Sale shall not be a supply of goods for the purposes of the VAT Act. The Purchaser shall indemnify and keep the Vendor indemnified against any loss, cost or liability which arises as a result of such warranty being or becoming untrue or incorrect in any respect due to the act, neglect or default of the Purchaser.
- 3.2.2 Neither the Purchaser, nor the Vendor shall at any time before completion request any tax authority to provide any confirmation that the sale constitutes a transfer of the type described in paragraph 3.2.1
- 3.2.3 In the event that Section 20(2)(c) of the VAT Act does not apply to the Sale, then the Sale of the Subject Property is of a Freehold/Freehold Equivalent Interest in the Subject Property, which is otherwise exempt. The Purchaser is an accountable person which status the Purchaser warrants to the Vendor. The joint option to tax the Sale under Sections 94(7) of the VAT Act is hereby exercised by the Vendor and the Purchaser. The Purchaser shall account to Revenue for any VAT arising on the Sale upon a reverse charge basis in accordance with Section 94(7) of the VAT Act.
- 3.3 The Purchaser warrants that it is not connected, as defined in Section 97(3)(b) of the VAT Act, with the Vendor. The Purchaser shall indemnify and keep indemnified the Vendor from and against any loss or liability whatsoever which arises as a result of the breach by the Purchaser of such warranty.

#### GENERAL

4. The terms and conditions of the 2009 edition of the General Particulars and Conditions of Sale of the Incorporated Law Society of Ireland so far as they are applicable to the herein sale and are not inconsistent with the provisions of this Agreement are incorporated herein. Insofar as there is conflict the provisions herein shall prevail.

#### TITLE

5. Title shall commence with the registration of the Vendors as full owners of the folio hereinbefore referred to and no requisition shall be raised as to prior title.

#### CONFLICT

6. The Purchaser agrees and accepts that no statement measurement or description contained in any document, brochure, newspaper or advertisement published by the Vendors its

agents or any statement description or measurement contained in any brochure or document issued by the Vendors, its agents in respect of the Subject Property shall constitute a representation inducing the Purchaser to enter into the purchase of the Subject Property or any warranty (if any) forming part of this Contract and that any statement description or measurement contained in any such particulars or in any verbal form given by the Vendor or the Vendor's agents are for illustration purpose only and not taken as matters of fact and that any misstatement or incorrect measurement given verbally or in written form or any printed particulars by the Vendor or the Vendors agents shall not give rise to any cause of action or claim for compensation or damages against the Vendor or the Vendor's agent or any right of rescission under this Contract and it further agreed that this Contract (together with all agreements and documents executed contemporaneously with it or referred to in it) contains the entire terms and conditions of the Agreement between the parties hereto and supersedes all prior agreements and understands whether oral or written. The within General Conditions of Sale are hereby amended having regard to the foregoing.

## AGREEMENT

7. No Agreement shall exist between the Vendor/s and the Purchaser/s relating to the sale of the within described property until such time as this Agreement has been signed by the Vendor/s and a full deposit paid as herein directed.

## NOTICES

8. Any notices to be given to or served on the Purchaser/s on foot of the Conditions shall be given in accordance with General Condition 49(b)(iv) or General Condition 49(c), and General Condition 49 is amended accordingly.

## MORTGAGE

- 9 The property being sold is subject to a Mortgage and the Purchaser/s shall, on the completion of the sale, accept the Vendor/s Solicitor's undertaking to discharge the amount due on foot of the said mortgage and to hand over the Vacate, Discharge or Release of the said Mortgage at the earliest possible time.

## DEED OF TRANSFER

10. The Purchaser shall accept a copy of the Deed of Transfer of the Deed of Transfer dated the 11<sup>th</sup> of January 2008 as evidence of the matters referred at entry number 1 on part 111 of the folio. No further requisition shall be raised in relation to same The Vendors confirm that it is this deed that created the burdens referred to.

## PLANNING DECLARATION

11. The Vendor/s shall hand over the Certificate of Compliance with Planning Permission specified in the Document Schedule on closing together with a Declaration confirming that there have been no developments within the meaning of the Local Government (Planning and Development) Act, 1963, as amended, nor any development requiring compliance with the Building Regulations, since the date of that Certificate and no further requisition shall be raised in relation to Planning and General Condition 36 is modified to this extent.

## OBJECTIONS & REQUISITIONS ON TITLE

12. The Vendors furnishes a set of requisitions and replies. The replies to the said requisitions shall be acceptable by the Purchaser and General Condition No.17 is accordingly hereby deleted.





**DATED THIS      DAY OF                      201**

**PAT WALSH – JACK NOHILLLY -  
EDWARD DEACY**

**-TO-**

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**AGREEMENT FOR SALE**

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**M. G. RYAN & CO.  
SOLICITORS  
ABBEYGATE HOUSE  
34/36, UPPER ABBEYGATE  
STREET  
GALWAY**

**17865/MR/ES/WAL192/2**