

**OBJECTIONS AND REQUISITIONS ON TITLE**  
**2001 EDITION**

**UNIT 13 BALLYBANE, GALWAY**

**VENDOR: Pat Walsh – Edward Deacy and Jack Nohilly**

**P.P.S. No: 1824811r -- 7334763f and 2905163q**

**PURCHASER:**

**P.P.S. No:**

**VENDOR'S SOLICITOR:**

**SOLICITORS**

**Ref:**

**PURCHASER'S SOLICITORS**

**Ref: MR/ES/WAL192/2**

(2001 Edition of Law Society Objections and Requisitions.)

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**Please strike out and/or detach (where appropriate) requisitions not applicable**

1. If these requisitions are used for the purpose of a mortgage "Vendor" shall read "Borrower" and "Purchaser" shall read "Lender"
2. In these Requisitions any reference to any Act shall include any extension amendment modification or re-enactment thereof and any regulation order or instrument made thereunder and for the time being in force

**OBJECTIONS ON TITLE**

**REPLIES**

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

**REQUISITIONS ON TITLE****REPLIES**

Without prejudice to the foregoing objections (if any) the following Requisitions on Title are made:-

|          |   |          |  |
|----------|---|----------|--|
| <b>1</b> | <b>PREMISES</b>   | <b>1</b> | <b>PREMISES</b>                        |
| 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 the Agreement and on closing prove payment to date or (as the case may be) discharge thereof. | 1        | No.                                    |
| 2.       | Which of the boundaries belong to the property and which are party?   | 2        | All presume party.                     |
| 3.       | In relation to boundaries<br>a. Furnish now any Agreements as to repair maintenance or otherwise.<br>b. Are there any disputes with any adjoining owner?  | 3        | A None<br>B Not to Vendor's knowledge. |
| 4        | Is the property registered under the National House Building Guarantee Scheme/HomeBond Scheme.  | 4        | n/a                                    |
| 5        | If so and if still in force furnish now Guarantee Certificate/Final Notice.   | 5        | n/a                                    |
| <b>2</b> | <b>SERVICES</b>   | <b>2</b> | <b>SERVICES</b>                        |
| 1.       | Is the property serviced with:<br><br>a. Drainage<br>b. Water<br>c. Electricity<br>d. Telephone<br>e. Gas   | 1        | A Yes<br>(to)<br>d<br><br>e No.        |
| 2.       | If applicable furnish letter(s) consenting to the transfer of the telephone line(s) instrument(s) and number(s) to the Purchaser.   | 2        | n/a                                    |
| 3.       | Have the services (including roads lanes footpaths sewers and drains) abutting or servicing the property been taken over by the Local Authority?  | 3        | Yes.                                   |
| 4.       | Furnish letter from the Local Authority or Solicitor's Certificate based on an inspection of the Local Authority records or personal knowledge confirming the position.   | 4        | Herewith.                              |
| 5.       | If the services are not in charge furnish an Indemnity under Seal.  | 5        | n/a                                    |
| 6        | If an Indemnity has been given to the Vendor  | 6        | n/a                                    |

or his predecessor have it assigned to the Purchaser.

3

**EASEMENTS AND RIGHTS**

1.
  - a. Are there any pipes drains sewers wires cables 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.
2.
  - a. Is the property subject to any right of way water light air or drainage or to any other easement 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.

1

**EASEMENTS AND RIGHTS**

- A None save as are usual and as disclosed on inspection of the premises.
  - b Ditto.
  - c Ditto.
- 2 A Ditto.
  - b Ditto.
  - c Ditto.

4

**OBLIGATIONS/PRIVILEGES**

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.

4

**OBLIGATIONS/PRIVILEGES**

- 1 Ditto.
- 2 Ditto.
- 3 Ditto.

5

**FORESTRY**

1. Is there any timber felling licence in existence?
2. If so furnish now any such licence.
3. Is there any unfulfilled condition requiring the planting or replanting of timber under the provisions of the Forestry Acts.
4. Give full details of such obligation
5. Have any forestry grants been obtained?
6. If so furnish details and state whether any portion of the grant still remains payable.

5

**FORESTRY**

n/a

6

**FISHING**

6

**FISHING**

|          |  |  |
|----------|--|--|
|          | <ol style="list-style-type: none"> <li>1. Furnish now details of any Fishing Licence or Right appurtenant to the property.</li> <li>2. Is the property or any part thereof subject to any Licence or Right?</li> <li>3. If granted by Deed furnish now a copy of such Deed.</li> <li>4. Where any such Licence or Right (not granted by Deed) has not been exercised for twenty years furnish on closing affidavit to that effect.</li> </ol>  | n/a  |
| <b>7</b> | <p><b>SPORTING</b></p> <ol style="list-style-type: none"> <li>1. Furnish now details of any sporting Licence or Right appurtenant to the property</li> <li>2. Is the property or any part thereof subject to any Licence or Right</li> <li>3. If granted by Deed furnish now a copy of such Deed.</li> <li>4. Where any such Licence or Right (not granted by Deed) has not been exercised for twenty years furnish on closing</li> </ol>  | <p><b>7</b></p> <p><b>SPORTING</b></p> <p>n/a</p>          |
| <b>8</b> | <p><b>POSSESSION</b></p> <p>Confirm that clear vacant possession of the entire property will be handed over at closing.</p>  | <p><b>8</b></p> <p><b>POSSESSION</b></p> <p>Confirmed.</p> |
| <b>9</b> | <p><b>TENANCIES</b></p> <ol style="list-style-type: none"> <li>1. <ol style="list-style-type: none"> <li>a. Is the property or any part of it let</li> <li>b. If so furnish now the Lease or Tenancy Agreement</li> <li>c. If the Tenancy Agreement is not in writing state and prove the Terms of the Tenancy</li> <li>d. If the Tenant has completed a Renunciation under the Landlord &amp; Tenant Act 1994 furnish now a copy of same and original on closing</li> </ol> </li> <li>2. When exactly did the tenant commence occupation of the property.</li> <li>3. Furnish now names of tenants the rents payable and the gale days.</li> <li>4. <ol style="list-style-type: none"> <li>a. Was any security deposit paid by the Tenant at the commencement of the tenancy</li> </ol> </li> </ol> | <p><b>9</b></p> <p><b>TENANCIES</b></p> <p>n/a</p>         |

- b. If so the amount thereof should be handed to the purchaser on closing.
- 5.
  - a. 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
- 6.
  - a. Have any improvements been carried out by the tenants.
  - b. If so furnish now details thereof
- 7. On closing hand over letters addresses to tenants notifying them of the sale and authorising payment of rents to the Purchaser
- 8. If the tenancy is one to which the Housing (Miscellaneous Provisions) Act 1992 applies:
  - a. Have any notices been served on the Vendor.
  - b. If so furnish now copies of same and evidence of compliance therewith.
  - c. Confirm that the tenant has been furnished with a rent book.
  - d. Furnish certified copy Entry in the Register of the Housing Authority showing the property registered and any changes (as the case maybe)

**10 HOUSING (PRIVATE RENTED DWELLINGS) ACTS 1982-1983 (THE ACTS)**

- 1. If the property or any part of it is a dwelling within the meaning of The Acts furnish now in respect of each tenant:
  - a. The date the tenant commenced to occupy the dwelling.
  - b. The age and marital status of the tenant.
  - c. The names and ages of those members of the tenant's family (within the meaning of The Acts) ordinarily residing in the dwelling.

**10 HOUSING (PRIVATE RENTED DWELLINGS) ACTS 1982-1983 (THE ACTS)**

n/a

- 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. Certificates of Registration of changes in terms of tenancy (if any) with the Local Authority
    - d. Certified copy Court Order or
    - e. Certified copy Decision of Rent Tribunal or
    - f. Certified copy Decision of Rent Officer.
  4. Has the rent of any tenancy been increased pursuant to Section 11(2) of the 1982 Act. If so vouch compliance therewith by furnishing Statutory Declaration of the Landlord or his Agent and Certificate of Registration.
  5. Confirm that a Rent Book has been furnished to each tenant in compliance with the Regulations pursuant to the 1982 Act.
  6. Has the Rent been paid to date.
  7.
    - a. Have any of the tenants made any improvement 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

|           |   |           |   |  |
|-----------|---|-----------|---|--|
|           | a. Lands  |           |   |  |
|           | b. Buildings  |           |   |  |
| 2.        | Has any work been carried out on the property which might result in the valuation being revised?  | 2         |   | Not to Vendors knowledge.                            |
| 3.        | Has any notice or intimation been given of any change in the Rateable Valuation?  | 3         |   | No.  |
| 4.        | Give particulars of any remission of rates in force.  | 4         |   | No remission.  |
| 5.        | a. Is there or has there been a separate water rate and/or refuse charge payable?<br>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.  | 5         |   | If applicable, receipt will be furnished on closing. |
| 6.        | Give particulars of any other periodic or annual charge which affects the property or any part of it.   | 6         |   | None such.   |
| 7.        | Furnish receipts to last accountable date in respect of all outgoings.  | 7         |   | On closing.  |
| 8.        | Furnish Apportionment Account together with vouchers necessary to vouch same.   | 8         |   | In respect of rates on closing.                      |
| 9.        | Furnish on closing copy letter to Rating Authority notifying them of the change of ownership.   | 9         |   | Agreed.  |
| <b>12</b> | <b>NOTICES</b>  | <b>12</b> |   | <b>NOTICES</b>                                       |
| 1. 1      | a. 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<br>Agricultural Credit Acts<br>Air Pollution Act<br>Building Control Act<br>Conveyancing Acts<br>Derelict Sites Acts<br>Electricity Supply Acts<br>Environmental Agency Act<br>Fire Brigade Acts<br>Fire Services Acts<br>Forestry Acts Gas Acts<br>Housing Acts<br>Housing (Private Rented Dwellings) Acts<br>Labourers Acts<br>Land Acts<br>Landlord and Tenant Acts<br>Local Government (Planning and Development) Acts<br>Local Government (Sanitary Services) Acts<br>Mineral Development Acts<br>National Monuments Acts<br>Office Premises Act<br>Petroleum and other Minerals Development Acts<br>Public Health Acts<br>Registration of Title Act<br>Rent Restrictions Acts<br>Safety in Industry Acts<br>Succession Act | 1         | A | Vendors says no.                                     |

|           |  |           |   |  |
|-----------|--|-----------|---|--|
|           | Water Pollution Act<br>Wildlife Act<br>Or under any other Act or any Statutory Rule<br>Order or Statutory Instrument.  |           |   |  |
|           | b. Furnish now any Notice Certificate or<br>Order so served or received.   |           | b | n/a  |
|           | c. Has the same been complied with?  |           |   |  |
| 2.        | a. Has the Vendor served any such Notice?  | 2         | A | Vendors says no  |
|           | b. If so furnish copy now.   |           | b | n/a  |
| 3.        | a. Has a Notice of intention to compulsorily<br>acquire the property or to resume possession<br>of the property or any part of it been served<br>on the Vendor or his Agent by any Local or<br>Statutory Authority or Body or person who<br>has power to acquire the property<br>compulsorily?   | 3         | A | Vendor says no.  |
|           | b. If so furnish copy now.   |           | b | n/a  |
| <b>13</b> | <b>SEARCHES</b>  | <b>13</b> |   | <b>SEARCHES</b>  |
| 1.        | Give the Vendor's full name and present<br>address.  | 1         |   | As per Agreement for Sale.   |
| 2.        | Has the Vendor ever executed any document<br>in relation to the property in the Irish<br>equivalent or any other variant of his name?  | 2         |   | No   |
| 3.        | Has the Vendor ever committed an act of<br>bankruptcy or been adjudicated a bankrupt?  | 3         |   | No.  |
| 4.        | Purchaser will make Searches where<br>necessary in the Registry of Deeds Land<br>Registry Judgments (High Court Register of<br>Judgments and Incumbrances affecting Real<br>Estate) Bankruptcy Bills of Sale Sheriff's<br>Revenue Sheriff's Office Companies Office<br>and Planning Office and any acts appearing<br>on any such Search must be explained and/or<br>discharged (where applicable) by the Vendor<br>prior to or at closing. | 4         |   | Noted.   |
| 5.        | Hand over now all Searches in Vendor's<br>possession and furnish the Search provided<br>for in the Contract with a full explanation<br>(and discharge if applicable) of any Acts<br>appearing therein.   | 5         |   | None.  |
| <b>14</b> | <b>INCUMBRANCES/PROCEEDINGS</b>  | <b>14</b> |   | <b>INCUMBRANCES/PROCEEDINGS</b>  |
| 1.        | Is the property subject to any:  | 1         | a | Yes, Mortgage in favour of AIB which<br>will be discharged from proceeds of sale |
|           | a. Mortgage or Charge? If so give full<br>particulars. Evidence of Release or Discharge<br>must be furnished on closing.   |           |   |  |
|           | b. Charge under the Public Health Acts as<br>amended or extended.  |           | b | n/a  |
|           | c. Rent charge.  |           |   |  |
| 2.        | a. Has the Vendor or his predecessor in title<br>received any Grant in respect of the<br>property?   | 2         | A | No.  |
|           | b. If so furnish now particulars including the<br>date of Grant approval.  |           | B | n/a  |
|           | c. Is any part repayable?  |           |   |  |
| 3.        | Has any judgment been obtained against the   | 3         | A | No, However, Purchaser should carry  |

- Vendor which is capable of being registered as a Judgment Mortgage?
4. Is there any litigation pending or threatened or has any Court Order been made in relation to the property or any part of it or the use thereof or has any adverse claim thereto been made by any person?
  5. a. Has any person other than the Vendor made any direct or indirect financial contribution or been the beneficiary of any agreement or arrangement whereby that person has acquired an interest in the property or any part of it?  
b. If so furnish now details of the interest acquired or claimed.

out searches.  
Vendor says no.

- 4
- 5 A Vendor says no.  
b n/a

15

**VOLUNTARY**

**DISPOSITIONS/BANKRUPTCY**

If there is a voluntary disposition on Title furnish now in respect of each such disposition:

- a. A Statutory Declaration from the Disponer that the disposition was made bona fide for the purpose of benefiting the Disponee and without fraudulent intent or if this is not within the reasonable procurement of the Vendor confirmation that the Vendor is not aware of any such fraudulent intent.
- b. If the disposition was made within the past 5 years evidence by way of Statutory Declaration of the Disponer that at the date of the disposition the Disponer was solvent and able to meet his/her debts and liabilities without recourse to the property disposed of.
- c. If the disposition was made within the past two years an insurance bond equal to the value of the property.
- d. A Bankruptcy Search against the Disponer.

15

**VOLUNTARY**

**DISPOSITIONS/BANKRUPTCY**

Not applicable in its entirety.

16

**TAXATION**

1. a. On the death of any person on the title prior to the 1/4/1975 did any reversionary interest pass?  
b. If so was payment of Estate Duty arising on such passing deferred?  
c. If so a certificate of the subsequent discharge of such duty must be furnished in any case where the reversionary interest fell into possession within six years of the date of this sale.
2. Furnish a certificate of absolute discharge from any Capital Acquisitions Tax in respect

16

**TAXATION**

1 to 6  
No Such death, gift or inheritance.

- of any gift or inheritance within the last twelve years or any gift within the meaning of Section 8 of the Capital Acquisitions Tax Act 1976.
3. If there has been any taxable gift of the property comprised in the sale within the previous two years furnish now:
    - a. Evidence by way of statutory declaration that the disponent is still alive.
    - b. Term Assurance/Cash Deposit or other security to cover any additional Capital Acquisitions Tax which may arise by virtue of the death of the donor within two years from the date of the gift.
  4.
    - a. Was the property or any part thereof the subject of a discretionary trust as defined by the Finance Act 1984 on the 25th January 1984 or at any time thereafter?
    - b. If so furnish now Certificate of discharge from Capital Acquisitions Tax in relation thereto.
  5.
    - a. Has there been any death on the title after the 17th June 1993?
    - b. If so furnish Certificate of Discharge from Probate Tax.
  6. Where the title to the property or any part thereof depends on a claim of adverse possession furnish a Certificate of Discharge from Capital Acquisitions Tax pursuant to Section 146 of the Finance Act 1994.
  7. If the consideration exceeds £100,000 either in this sale or in the aggregate of this and previous sales between the parties hereto furnish a Certificate under paragraph 11 of the Fourth Schedule to the Capital Gains Tax Act 1975.
  8. In the event of such Certificate not being furnished on or prior to completion the Purchaser shall be bound to pay to the Revenue Commissioners 15% of the total consideration.
  9. If the consideration is of such a kind that a monetary deduction cannot be made and the market value of the property exceeds £100,000 furnish a Certificate under paragraph 11 (6) of the Fourth Schedule to the Capital Gains Tax Act 1975.
- 7 Usual certificate will be furnished, 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.
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 the date of this contract:
  - a. Was the property previously acquired after 5 April 1996 by a bona fide purchaser for a 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;
    - (ii) Certificate of Discharge from Residential Property Tax where there has been a transfer between spouses after 17th June 1993.

12. The Vendor must comply with the Finance Act 1909/10 as amended in relation to Particulars Delivered Stamp.

12

Will be furnished on closing.

13. If the property is partially residential please furnish now draft stamp duty apportionment form, with the vendor's section completed, for consideration together with Estate Agent's valuation to vouch

13

n/a

**16A VALUE ADDED TAX (VAT)**

**1. History of Vatable Interest**

- a. When the Vendor acquired its interest in the property was VAT incurred on the acquisition price.

**16A**

**VALUE ADDED TAX (VAT)**

See copy pre-contract queries furnished herewith.

- 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.

Is the current supply vatable.

- 2.
  - 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 draft VAT invoice now.

4. Section 4A VATA 1972 Reverse Charge procedure.

- a. On the creation of a lease 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 VAT4A 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 a leasehold interests created by the Vendor or its predecessor or have any such leasehold interests previously existed since 1 November 1972.
- b. Where there are any VATable leasehold interests in the property please confirm in respect of each such leasehold interest:-
  - (i) The date of creation of each such lease.
  - (ii) The date of expiry of the leasehold term.
  - (iii) The VAT charged (if any) on the creation of the lease.
  - (iv) Whether the tenant (or its predecessor in title) of any leasehold interest has developed the property (or any part thereof) within the meaning of the VATA 1972 since 1 November 1972.
  - (v) Whether the provisions of any such lease contain an option such that the

tenant may extend the lease period.

(vi) The VAT life of any such interests.

- c. Has there been any surrender, abandonment, ejection or forfeiture of any such leasehold interest.
- d. Please give details of any such events.
- e. Has there been any "development" (within the meaning of the VATA 1972) subsequent to any such surrender, abandonment, ejection or forfeiture.

17

***NON RESIDENT VENDOR***

- 1. If the Vendor is non-resident for tax purposes:
  - a. Confirm that no direction has been served by the Revenue Commissioners under Section 21(2) Finance (Miscellaneous Provisions) Act 1968 as amended by Section 29 Finance Act 1981.
  - b. On closing confirm in writing that no such direction has been served up to the time when the purchase monies are actually paid by the Purchaser

18

**BODY CORPORATE VENDOR**

- 1. Confirm that the Vendor is incorporated in the State.
- 2. Furnish now:
  - a. Certified copy Certificate of Incorporation together with Memorandum & Articles of Association Constitution or Rules evidencing the power to acquire hold mortgage or charge and dispose of property and the requirements for sealing documents.
  - b. Copies of all existing mortgages charges debentures receiverships and winding up Notices.

- 1. Furnish on closing in relation to a Company
  - a. Certificate of Company Secretary

17

**NON RESIDENT VENDOR**

**Not applicable in its entirety.**

18

**BODY CORPORATE VENDOR**

**Not applicable on its entirety.**

that the Company has not executed any charges of any description which are not shown as registered in the Companies Registration Office.

- b. Certificate of Company Secretary that no Resolution to wind up the Company has been passed and that no Notice of a meeting at b. which it is proposed to wind up the Company has issued or been published and that no petition has been presented or is pending to wind up the Company and no steps have been taken to place the Company in Receivership or to have a Receiver or an examiner appointed.
2. If the Company has issued a Debenture containing a Floating Charge prove on closing that the Charge has not crystallised by way of letter from the Holder of the Floating Charge.
3.
  - a. Does this transaction involve or form part of a larger transaction involving an arrangement within the meaning of Section 29(1) (a) and (b) of the Companies Act 1990.
  - b. If so furnish now relevant certificate of the Company Secretary.
  - c. In respect of all transaction on title since the 1<sup>st</sup> day of February 1991 (including this transaction) involving such an arrangement furnish now a Resolution in General Meeting of the Company or its Holding Company as the case may be approving the arrangement or alternatively a resolution in General Meeting of the Company or of its Holding Company as the case may be in accordance with Section 29 (3) (c) of the Act for the purpose of affirming the arrangement.
4.
  - a. Does this transaction or any other transaction on title involve or form part of a larger transaction involving a loan quasi loan or credit transaction which is prohibited by Section 31 of the Companies Act 1990.
  - b. If such transaction is not prohibited by reason of the exceptions contained in Sections 32 to 37 of the

Act furnish Certificate of Company Secretary/Auditors to this effect and identifying the nature of the particular exception.

19

**LAND ACT 1965**

1. Furnish evidence of compliance with Section 45 of the Land Act 1965 in all appropriate cases.
2. Was the ownership of the property vested in a Body Corporate and control of that Body Corporate transferred to a person who was not "a qualified person"? If so
  - (i) Was Notice served under Section 45 (5) of the Land Act 1965 as amended?
  - (ii) Has any action been taken on foot of any such Notice?
3. Furnish now copy of any Vesting Order made to provide for consolidation with the property sold
4. Does the present transaction (or in the case of unregistered property any previous transaction) give rise to a letting sub-letting or subdivision of a holding which requires consent in writing under Section 12 of the Land Act 1965?
  - a. If so furnish original letter consenting to the letting sub-letting or subdivision of the property under Section 12 of the Land Act 1965 with the appropriate Map; and
  - b. A letter from the Land Commission or its successors confirming that all relevant conditions in the Letter of Consent to subdivision have been complied with.

In lieu of a. and b. above:

  - c. Confirm that the General Consent to subdivision pursuant to S.I. No. 13/77 applies to the present or any past sale.
  - d. If the property is subject to a Land Purchase Annuity or Land Reclamation Annuity confirm that subdivisions (including the present sale) in excess of 2 hectares have not been effected under the General Consent procedure.
5. If any part of the holding of which the property forms part is situate within the boundary of a County Borough a Dublin County a Borough Urban District or Town confirm that the property is not subject to a

19

**LAND ACT 1965**

This Act has been repealed.

Land Purchase Annuity.

20

**UNREGISTERED PROPERTY**

1. Furnish now a written Assent by the Personal Representative of any person on the title who died after 31st of May 1959.
2. If all or any of the subject property is unregistered land the registration of which was compulsory prior to the date of Contract procure such registration prior to completion of the sale.
3. If all or any of the subject property is unregistered land the registration of which has become compulsory by virtue of this sale furnish now:-
  - a. A map of the subject property complying with the requirements of the Land Registry.
  - b. Vendor's undertaking that if requested to do so within two years from the completion of sale he shall at the Purchaser's expense supply any additional information which he may reasonably be able to supply and produce and furnish any documents in his possession that may be required to effect such registration
4. Where may the originals of all title documents be inspected.
5. Which of them will be delivered to the Purchaser on completion.
6. If applicable who will give the Purchaser the usual statutory acknowledgement and undertaking for the production and safe custody of those documents not handed over.

21

**IDENTITY**

The identity of the property sold with that to which title is purported to be shown must be proved.

22

**REGISTERED PROPERTY**

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

20

**UNREGISTERED PROPERTY**

**Not applicable in its entirety.**

21

**IDENTITY**

Property is sufficiently identified from miniments of title furnished.

22

**REGISTERED PROPERTY**

1

- A Herewith.
- B Herewith.
- C n/a
- D n/a
- e n/a

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.

F n/a

2. Furnish on closing:

2 A n/a

a. Original Land Certificate or in the case of the transfer of part of a folio an undertaking to lodge it in the Land Registry immediately on completion and a letter consenting to its use for the purpose of the registration of the Purchaser's transfer.

b. Where the Land Certificate has not issued confirmation that application has not been made for its issue.

b n/a

c. Land Registry Map/File Plan.

c Already furnished.

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 or on behalf of Vendor to discharge Land Registry mapping queries.

d n/a

e. Certificate of Redemption Value.

e No

f. Section 72 Declaration.

F Agreed.

g. If the title is possessory or qualified affidavit or sufficient evidence to enable the Purchaser to convert it to absolute.

G Title absolute.

3. Confirm that Vendor is the registered owner.

3 Confirmed.

4. Have any dealings been registered on the Folio or any dealings pending which are not shown on the Folio furnished?

4 No.

23

**NEWLY ERECTED PROPERTY**

23

**NEWLY ERECTED PROPERTY**

1. Furnish now:

23

Not applicable in its entirety.

a. Draft Assurance.

b. Draft Site Map.

c. Draft Statutory Declaration of Identity by the Vendor's Architect or other competent person confirming that the entire of the property as shown on the site map and the rights of way easements and the services relating thereto form part of the lands to which the Vendor has shown title.

d. Indemnity under Seal in relation to roads footpaths sewers and all services.

e. Indemnity under Seal in relation to defects.

- f. Floor Area Certificate.
  - g. Particulars Delivered Form for completion by the Purchaser.
  - h. HB.10 HomeBond Scheme Guarantee Agreement.
2. At closing hand over:
- a. Original Assurance duly completed assessed for stamp duty or adjudged exempt therefrom with Particulars Delivered Stamp impressed and a Certificate of Compliance with the building or other covenants endorsed thereon.
  - b. Memorial duly completed.
  - c. Architect's Statutory Declaration of Identity in accordance with 23.1.c.
  - d. Indemnity under Seal in relation to roads footpaths sewers and all services.
  - e. Indemnity under Seal in relation to defects.
  - f. Architect's Certificate confirming that all buildings have been erected within the confines of the site as per the Deed map.
  - g. H.B.10 Agreement under the HomeBond Scheme completed by the Vendor.
  - h. H.B.11 Notice under the HomeBond Scheme.
3. If the property is registered land furnish in addition certified copy of the Assurance.

24

**FAMILY HOME PROTECTION ACT 1976 ("the 1976 Act") and family law act 1995("the 1995 Act)**

- 1. Is the property or any part thereof the Vendor's "family home" as defined in either the 1976 Act or the 1995 Act?
- 2. If the answer to 24.1 is in the affirmative furnish the prior written consent of the Vendor's spouse and verify the marriage by statutory declaration exhibiting therein copy civil marriage certificate and furnish draft Declaration and copy Exhibit now for approval.
- 3. If the answer to 24.1 is in the negative state the grounds relied upon and furnish now

24

**FAMILY HOME PROTECTION ACT 1976 ("the 1976 Act") and family law act 1995("the 1995 Act)**

24 to 26

The property is not affected by any of the circumstances listed in any of these Acts and the Vendors will furnish the usual declaration of themselves and their respective spouses, on completion.

draft statutory declaration with exhibits for approval verifying these grounds.

4. In respect of all "conveyances" (as defined in the 1976 Act) of unregistered property made on or after the 12th July 1976 furnish spouses' prior written consents where appropriate together with verification of marriage by statutory declaration exhibiting therein copy civil marriage certificate or where consent is not necessary furnish evidence verifying same by way of statutory declaration
5.
  - a. Did/does the property or any part thereof comprise the "family home" of any person other than the Vendor or previous owner?
  - b. If so give the name of such person and give the nature of the "interest" as defined in the 1976 Act (if any) in the property.
  - c. In relation to any such person having an "interest" furnish the prior written consent of that person's spouse to any "conveyance" (as defined as aforesaid) of that person's interest in the property or any part thereof since 12th July 1976 and verify such spouse's marriage by statutory declaration exhibiting therein copy civil marriage certificate.
  - d. If such person did not have an "interest" as above in the property or any part of it state the grounds relied upon and furnish now draft statutory declaration for approval verifying those grounds.

25

**FAMILY LAW ACT 1981 ("the 1981 Act") AND THE FAMILY LAW ACT 1995 ("the 1995 Act")**

1. Has there been any disposition of the property to which Sections 3 and 4 of the 1981 Act would apply?
2. If the answer to 25.1. is in the negative furnish statutory declaration verifying this fact on closing and furnish now draft Declaration for approval.
3. If such a disposition was made then the other party to the engagement and the donor must join in the Deed to release and assure his/her/their respective interest(s) in the property.

25

**FAMILY LAW ACT 1981 ("the 1981 Act") AND THE FAMILY LAW ACT 1995 ("the 1995 Act")**

No.

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.

26

**JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989 ("the 1989 Act") AND FAMILY LAW ACT 1995 ("the 1995 Act")**

1. Confirm by way of Statutory Declaration that no Application or Order has been made under the 1989 Act and that no order has been made under the 1995 Act.
2. Confirm that this is not a "disposition" (as defined by the 1989 Act or the 1995 Act) for the purposes of defeating a claim for "financial relief" (as defined in Section 29 of the 1989 Act) or "relief" (as defined in Section 35 of the 1995 Act)
3. If the Vendor acquired the property after 19/9/1989 confirm that he was a bona fide purchaser for value (other than marriage) without notice of any intention to defeat a claim for financial relief.
4. Furnish now draft Declaration for approval

26

**JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989 ("the 1989 Act") AND FAMILY LAW ACT 1995 ("the 1995 Act")**

27

**LOCAL GOVERNMENT (PLANNING & DEVELOPMENT) ACT 1963 ("the Planning Act")**

1. Has there been in relation to the property any development (including change of use or exempted development) within the meaning of the Planning Act on or after the 1st October 1964?
2. In respect of all such developments furnish now (where applicable):
  - a. Grant of Planning Permission or
  - b. Outline Planning Permission and Grant of Approval.
  - c. Building Bye-Law Approval (if applicable).

27

**LOCAL GOVERNMENT (PLANNING & DEVELOPMENT) ACT 1963 ("the Planning Act")**

- 1 Yes
- 2 A Furnished.  
B Ditto.  
C Ditto.  
D Ditto.

|  |   |   |  |
|--|---|---|--|
| <p>d. Evidence of Compliance with the financial conditions by way of letter/ receipt from the Local Authority.</p> <p>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.</p> <p>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.</p> |   |   | <p>E Ditto and see special conditions.</p> <p>F Ditto.</p> |
| <p>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.</p>  | 3 |   | Declined.  |
| <p>4. Is the property subject to:</p> <p>a. Any Special Amenity Area Preservation Conservation or any other order under the Planning Acts which affect the property or any part thereof?</p> <p>b. Any actual or proposed designation of all or any of the property whereby it would become liable to compulsory purchase or acquisition for any purpose under the Planning Acts?</p>  | 4 | A | <p>No, but Purchaser should check.</p> <p>b Ditto.</p>     |
| <p>5. Is there any unauthorised development as defined in the Planning Acts?</p>   | 5 |   | Not to Vendors knowledge.                                  |
| <p>6. If there is any such unauthorised development furnish prior to closing:</p> <p>a. A retention permission for such development and</p> <p>b. Satisfactory evidence of compliance from an Architect/Engineer with the conditions in the said permission and</p> <p>c. If applicable satisfactory evidence</p>  | 6 |   | n/a  |

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  |   | Commercial warehouse.            |
| 8.  | Has the property been used for each of the uses aforesaid without material change continuously since the 1st day of October 1964?   | 8  |   | Since erection.                  |
| 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  |   | See permissions furnished.       |
| 10. | a. Has any agreement been entered into with the Planning Authority pursuant to Section 38 of the 1963 Act restricting or regulating the development or use of the property?   | 10 | A | No.                              |
|     | b. If so furnish now copy of same.  |    | B | n/a                              |
| 11. | a. Has there been any application for or award of compensation under the Planning Acts?   | 11 | A | No.                              |
|     | b. If so furnish now copy of same.  |    | B | n/a                              |
|     | 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 the said Act?  |    | C | n/a                              |
| 12. | a. 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. | 12 | A | None such.                       |
|     | 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   |    | b | None, save as already furnished. |

Compliance.

13. Furnish now Statutory Declaration by a competent person evidencing user of the property from the 1st October 1964 to date.

Does the property have any archaeological remains on any part thereof which may be or become subject to a Preservation Order under the Provisions of the National Monuments Acts?

28

**BUILDING CONTROL ACT 1990 AND ANY REGULATIONS ORDER OR INSTRUMENT THEREUNDER (REFERRED TO COLLECTIVELY AS "the Regulations")**

1. Is the property or any part thereof affected by any of the provisions of the Regulations?
2. If it is claimed that the property is not affected by the Regulations state why. Evidence by way of a Statutory Declaration of a competent person may be required to verify the reply.
3. If the property is affected by the Regulations furnish now a Certificate/Opinion of Compliance by a competent person confirming that all necessary requirements of the Regulations have been met.
4.
  - a. Has a Commencement Notice been given to the Building Control Authority in respect of the property?
  - b. If so furnish now a copy of the same.
5. If the property is such that a Fire Safety Certificate is one of the requirements of the Regulations:
  - a. A copy of the Fire Safety Certificate must be attached to and referred to in the Certificate of Compliance which should confirm that the works to the property have been carried out in accordance with the drawings and other particulars on foot of which the Fire Safety Certificate was obtained and with any conditions of the Fire Safety Certificate.
  - b. Confirm that no appeal was made by the Applicant for such Certificate against any of the conditions imposed by the Building Control Authority in such Fire Safety Certificate.

13

No.

28

**BUILDING CONTROL ACT 1990 AND ANY REGULATIONS ORDER OR INSTRUMENT THEREUNDER (REFERRED TO COLLECTIVELY AS "the Regulations")**

The property was completed prior to the introduction of the Building Control Acts, and these requisitions are not applicable in their entirety.

6.
  - a. Has any Enforcement Notice under Section 8 of the Building Control Act been served?
  - b. If so furnish now a copy of the Notice and a Certificate of Compliance made by a competent person.

7. If any application has been made to the District Court under Section 9 of Building Control Act 1990 furnish details of the result of such application.

8.
  - a. Has any application been made to the High Court under Section 12 of Building Control Act 1990?
  - b. If so furnish a copy of any Order made by the Court and evidence of any necessary compliance with such order by a Certificate of a competent person.

|           |  |           |   |
|-----------|--|-----------|---|
| <b>29</b> | <b>FIRE SERVICES ACT 1981 ("the Act)</b>   | <b>29</b> | <b>FIRE SERVICES ACT 1981 ("the Act)</b>  |
| 1.        | <ol style="list-style-type: none"> <li>a. Have any Notices been served under the Act?</li> <li>b. If so furnish now copies of same.</li> <li>c. Are there any proceedings pending under the Act?</li> </ol>                                | 1         | A None such.<br><br>B None such.<br>C Not to Vendors knowledge                              |
| 2.        | <ol style="list-style-type: none"> <li>a. Has the property ever been inspected by the Fire Authority for the functional area within which the property is situate?</li> <li>b. If so what were its requirements?</li> </ol>                | 2         | A Not to Vendors knowledge.<br><br>B n/a  |
| 3.        | Furnish Architect's/Engineer's Certificate of substantial Compliance with any such notices or requirements.  | 3         | n/a   |
| <b>30</b> | <b>SAFETY HEALTH AND WELFARE AT WORK (CONSTRUCTION) REGULATIONS 1995 ("the Regulations)</b>  | <b>30</b> | <b>SAFETY HEALTH AND WELFARE AT WORK (CONSTRUCTION) REGULATIONS 1995 ("the Regulations)</b> |
| 1.        | Has any construction work (as defined in the Regulations) been undertaken by the Client (as defined in the Regulations) at or in the premises where the commencement stage (as defined in the Regulations) was subsequent to 1 March 1996? | 1         | 1 No  |
| 2.        | If so furnish now copy Safety File containing the information required by the Regulations  | 2         | n/a   |

and furnish (if applicable) original Safety File on completion.

n

**ENVIRONMENTAL**

1. Has any notice certificate order requirement or recommendation 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 or by virtue of or pursuant to the European Community Act 1972 by way of the implementation of directives for the control or prevention of pollution or preservation or improvement of the environment or any law relating to the Environment whether Irish Law European Community Law any common or customary law or legislation and any order rule regulation directive statutory instrument bye-law or any legislative measure thereunder; ("the Environmental Controls").
2. Furnish now any notice certificate order requirement or recommendation so received.
3. Has the same been complied with?
4. Is the Vendor aware of any breach of the Environmental Controls in respect of the property?
5. If so give full particulars.

32

**~~FOOD HYGIENE REGULATIONS~~**

1.
  - a. ~~Is the use of the property one which requires to be registered with the Local Health Authority pursuant to the Food Hygiene Regulations 1950 as amended.~~
  - b. ~~If so furnish now evidence of such registration~~
  - c. ~~Furnish evidence of compliance with any conditions or undertakings attached to such registration.~~
  - d. ~~Certified copy of the Block Insurance Policy. The name of the Purchaser and, if requested, the interest of the Mortgagee must be noted thereon before completion and evidenced by letter from the Insurance company confirming that it will not cancel lapse or fail to renew the policy without first giving 15 days notice prior to cancellation to the Purchaser/Mortgagee.~~

31

**ENVIRONMENTAL**

- 1 Vendors says no.
- 2 n/a
- 3 Vendor says no.
- 4 n/a
- 5 n/a

32

**~~FOOD HYGIENE REGULATIONS~~**  
**Not applicable in its entirety.**

- e. ~~Certified copy Certificate of Incorporation and Memorandum and Articles of Association of the Management Company.~~
2. Confirm that on the completion of the Estate
- a. ~~All the Leases/Conveyances either granted or to be granted are or will be in a similar form to the Lease/Conveyance to the Purchaser. Certificate to this effect to be furnished on closing.~~
  - b. ~~One Management Company will be responsible for the management of the external and /or internal common areas of the entire Estate and all the services relating thereto.~~
  - c. ~~The service charge will be divided equally among the number of units in the Estate.~~
  - d. ~~The only shareholders/members in the Management Company will be the unit owners.~~
  - e. ~~Each of the unit owners will have equal shareholdings or voting rights.~~
3. ~~Do/will any persons other than Purchasers (in particular the Developer or its nominees) hold shares or voting rights in the Management Company.~~
4. ~~Is the Developer or the Management Company managing the Estate or has a firm of managing agents been engaged.~~
5. ~~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 by the Management Company.~~

1. ~~Furnish evidence of the title to make the Lease/Fee Farm Grant.~~

2. ~~Prove performance and observance of the covenants and conditions contained in the Lease/Fee Farm Grant.~~
3. ~~Has any Notice affecting the property been served by the Lessor/Grantor~~
4. ~~Has there been any breach non-observance or non-performance of any of the covenants conditions or stipulations contained in the Lease/Fee Farm Grant.~~
5. ~~Produce for inspection and hand over at closing the last receipt for rent payable.~~
6. ~~Furnish the name and address of the person to whom the rent is now payable and the amount payable showing any deductions or adjustments together with copy letter to such person notifying them of the Assignment.~~
7. ~~If the rent is nominal and has not been demanded in the case of a Lease for six years or a Fee Farm Grant for twelve years furnish now a draft of a Declaration to be completed by the Vendor on closing containing a statement that:~~
  - a. ~~No rent during that period has been demanded.~~
  - b. ~~No notices have been served upon him.~~
  - c. ~~There have been no breaches or non-observance of the covenants and conditions contained in the Lease/Fee Farm Grant.~~
8. ~~Confirm that an allowance will be made in the apportionment account in respect of any unpaid rent for the past six/twelve years.~~
9. ~~Furnish the consent of the Landlord to the Assignment (if applicable) by way of endorsement on the Deed.~~

34

**ACQUISITION OF FEE SIMPLE UNDER THE LANDLORD AND TENANT (GROUND RENT) ACT 1967**

1. ~~Has the Vendor taken any steps to acquire the Fee Simple.~~

34

**ACQUISITION OF FEE SIMPLE UNDER THE LANDLORD AND TENANT (GROUND RENT) ACT 1967**

**Not applicable in its entirety.**

2. ~~If so what is the nature of the application i.e. is it by way of Vesting Certificate or otherwise~~
3. ~~If it is by way of Vesting Certificate furnish copy thereof (if issued).~~
4. ~~If the Vesting Certificate has not issued confirm whether the application for the vesting is being processed by way of consent or arbitration.~~
5. ~~If the acquisition is by way of consent furnish the consent of the original applicant 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")**

1. ~~Is the property or any part of the property a multi storey building within the meaning of the 1988 Act or does it form part of a development in which there is a multi storey building with which it shares a common Management Company.~~
2. ~~If so is it governed by
 
  - a. ~~the Regulations as defined in Requisition 28 or~~
  - b. ~~the 1988 Act.~~~~
3. ~~- a. ~~If the answer to 1 above is in the negative because the entire building was constructed prior to the 1st day of January 1950 furnish now a statutory declaration by a person who can prove satisfactorily that the building was so constructed.~~
  - b. ~~If the answer to 2b. above is in the affirmative reply to Requisitions 4-9 below.~~~~

35

**LOCAL GOVERNMENT (MULTI STOREY BUILDINGS) ACT 1988 ("the 1988 Act")**

**Not applicable in its entirety. Not applicable in its entirety.**

4.
  - a. ~~Has a notice been served by the local authority under section 2(2) of the 1988 Act.~~
  - b. ~~If so furnish now a copy of same.~~
  - c. ~~Whether or not such a notice has been served and the construction of the building was completed prior to the 14<sup>th</sup> November 1988 furnish now a certificate from a competent person in accordance with Section 3(a) or a declaration in accordance with Section 3(b) of the 1988 Act.~~
  
5. ~~Where a Certificate has been submitted to the Local Authority pursuant to Section 3 of the 1988 Act,~~
  - a. ~~State whether or not the same is in accordance with the appropriate form provided for in the Regulations made and in force under the 1988 Act.~~
  - b. ~~Furnish now a copy of the said Certificate.~~
  
6.
  - a. ~~Has any work been carried out to the building which might nullify the effect of a Certificate furnished in accordance with Section 3 and require a further certificate in accordance with Section 5 of the 1988 Act.~~
  - b. ~~If so furnish now a certified copy of such certificate.~~
  
7. ~~If the building is a multi storey building the construction of which was not completed prior to the 14th of November 1988 furnish now a certified copy of the certificate in the prescribed form submitted to the Local Authority pursuant to Section 4 of the 1988 Act.~~
  
8. ~~Have any notices been served under the 1988 Act which have not yet been complied with.~~
9. ~~Where any Certificate has been submitted to the Local Authority under the 1988 Act furnish a letter from the Local Authority confirming that the Certificate has been placed on the Register.~~

1. ~~Furnish now for perusal~~

- ~~a. Site Plan and Floor Plan showing the property coloured or outlined thereon.~~
- ~~b. Certified copy Lease of the common areas to the Management Company (if applicable).~~
- ~~c. Certified copy Contract for the sale of the reversionary interest to the Management Company.~~
- ~~d. Certified copy of the Block Insurance Policy. The name of the Purchaser and, if requested, the interest of the Mortgagee must be noted thereon before completion and evidenced by letter from the Insurance company confirming that it will not cancel lapse or fail to renew the policy without first giving 15 days notice prior to cancellation to the Purchaser/Mortgagee.~~
- ~~e. Certified copy Certificate of Incorporation and Memorandum and Articles of Association of the Management Company.~~

2. ~~Confirm that on the completion of the Estate~~

- ~~a. All the Leases/Conveyances either granted or to be granted are or will be in a similar form to the Lease/Conveyance to the Purchaser. Certificate to this effect to be furnished on closing.~~
- ~~b. One Management Company will be responsible for the management of the external and /or internal common areas of the entire Estate and all the services relating thereto.~~
- ~~c. The service charge will be divided equally among the number of units in the Estate.~~
- ~~d. The only shareholders/members in the Management Company will be the unit owners.~~
- ~~e. Each of the unit owners will have equal shareholdings or voting rights.~~

3. ~~Do/will any persons other than Purchasers (in particular the Developer or its nominees) hold shares or voting rights in the~~

**Not applicable in its entirety.**

~~Management Company.~~

4. ~~Is the Developer or the Management Company managing the Estate or has a firm of managing agents been engaged.~~
5. ~~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 by the Management Company.~~
6. ~~a. Are there Rules of the Management Company other than as set out in the Memorandum and Articles of Association.~~
  - b. ~~If so furnish now details of these Rules.~~
7. ~~a. Is it proposed to establish a sinking or reserve fund or has one already been established.~~
  - b. ~~If already established what is the present level of the fund and in whose name is it held.~~
8. ~~a. Are the accounts of the Management Company available for the previous financial year.~~
  - b. ~~If so furnish now a copy of same.~~
9. ~~What is the amount of the service charge currently payable.~~
10. ~~Is the Vendor aware of any possible claim against the Management Company's funds.~~
11. ~~Is the Vendor aware of any proposal by the Management Company to carry out any repair work or incur other expenditure which would substantially affect the charge payable at present~~
12. ~~Hand over on closing-~~
  - a. ~~Certified copy Folio showing the Management Company as registered owner or certified copy Deed of Assurance of the reversionary interest to the Management Company~~

~~or in lieu thereof undertaking to furnish same.~~

~~b. Share Certificate in or Certificate of Membership of the Management Company in the name of the Purchaser.~~

~~c. Certified copy of the Block Insurance Policy with the Purchaser's and (if applicable) Mortgagee's name(s) noted thereon together with a certified copy of the receipt for the latest premium.~~

13. ~~Is the property a qualifying premises within the meaning of~~

~~a. Section 23 Finance Act 1981;~~

~~b. Section 29 of the Finance Act 1983;~~

~~c. Section 27 Finance Act 1988 (as extended).~~

14. ~~If so, furnish now~~

~~a. Floor area Certificate.~~

~~b. Certificate from Minister for the Environment that the property conforms to the floor area limits and the required standard of construction.~~

~~c. Builders Statement of the cost of construction and cost of site acquisition~~

~~d. Confirm that the property has not ceased to be a qualifying premises within the meaning of the relevant Section.~~

15. ~~Was the entire expenditure on the construction of the property incurred between;~~

~~a. 28/1/1981 and 31/3/1984 or,~~

~~b. 1/4/1984 and 31/3/1987 or,~~

~~c. 1/1/1988 and 31/3/1992 (or 31/7/1992 if foundations laid prior to 28/4/92)~~

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~~SECOND HAND FLATS/SECOND HAND MANAGED PROPERTIES (In a development hereinafter described as "the Estate")~~

1. ~~Furnish now~~

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~~SECOND HAND FLATS/SECOND HAND MANAGED PROPERTIES (In a development hereinafter described as "the Estate")~~

**Not applicable in its entirety.**

- a. ~~Evidence by way of Companies Office Search that the Management company is still registered in the Companies Office.~~
  - b. ~~Copy Folio showing Management company as registered owner or,~~
  - c. ~~Copy Deed of Assurance of reversionary interest to the Management Company.~~
  - d. ~~Certified copy of the Block Insurance Policy, the name of the purchaser and if requested the interest of the mortgagee must be noted thereon before completion and evidenced by letter from the Insurance Company confirming that they will not cancel lapse or fail to renew the policy without first giving 15 days notice prior to cancellation to the Purchaser/Mortgagee.~~
  - e. ~~Certified copy Certificate of Incorporation and Memorandum and Articles of Association of the Management Company.~~
2. ~~If the Management Company is not the owner of the reversionary interest furnish now-~~
- a. ~~Copy Contract for Sale of the reversionary interest to the Management Company.~~
  - b. ~~Confirmation as to when it is anticipated the sale to the Management Company will be completed.~~
  - c. ~~Evidence that the developer if a company is still registered in the Companies Office.~~
  - d. ~~Developer's solicitors, undertaking to furnish 1b or 1c above.~~
3. ~~Confirm that on the completion of the estate-~~
- a. ~~One Management Company is or will be responsible for the management of the external and/or internal common areas of the entire Estate and all the services relating thereto.~~

- ~~b.— The only shareholders/members in the Management Company are/will be the unit owners.~~
  - ~~c.— Each of the unit owners has or will have equal shareholdings or voting rights.~~
  - ~~d.— The service charge is or will be divided equally amongst the number of the units in the Estate.~~
  - ~~e.— No persons other than unit owners (in particular the Developer or its nominees) will hold shares or voting rights in the Management Company.~~
- 4. Who is at present managing the Estate.
- 5. If a firm of managing agents have 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 Management Company.~~
- 6.
  - ~~a.— Are there Rules of the Management Company other than as set out in the Memorandum and Articles of Association.~~
  - ~~b.— If so furnish now details of these Rules.~~
- 7.
  - ~~a.— Has the Management Company put a sinking or reserve fund into effect.~~
  - ~~b.— If so what is the present level of the Fund and where and in whose name is it held.~~
- 8. Furnish now copy of the accounts of the Management Company for the previous financial year
- 9. What is the amount of the service charge currently payable.
- 10. Is the Vendor or the Management Company aware of any possible claim against the Management Company's Funds.
- 11. Is the Vendor aware of any proposal by the Management Company to carry out any

~~repair work or incur other expenditure which would substantially affect the charge presently payable.~~

12. Does the property qualify for Income Tax relief under
- a. ~~Section 23 Finance Act 1981;~~
  - b. ~~Section 29 Finance Act 1983~~
  - e. ~~Section 27 of the Finance Act 1988 (as extended).~~
  - d. ~~If so furnish now computation of the amount of the purchase consideration available for relief under Section 23 of the Finance Act 1981, Section 29 of the Finance Act 1983 or Section 27 Finance Act, 1988 (as extended) assuming compliance with the other conditions and evidence that the said amount shall be treated by the Revenue Commissioners as expenditure having been incurred in the construction of the property.~~
13. ~~Confirm that the property has not ceased to be a "qualifying premises" within the meaning of the Section 23 of the Finance Act 1981 Section 29 of the Finance Act 1983 or Section 27 of the Finance Act 1988 (as extended)~~
14. 14. ~~State whether the entire expenditure on the construction of the property was incurred between~~
- a. ~~28/1/1981 and 31/3/1984; or~~
  - b. ~~1/4/1984 and 31/3/1987; or~~
  - e. ~~1/1/1988 and 31/3/1992 or the 31/7/1992 if foundations laid before 28/1/1992)~~
15. ~~Hand over on closing-~~
- a. ~~Certified copy Folio showing Management Company as registered owner or~~
  - b. ~~Certified copy Deed of Assurance of Reversionary Interest to the Management Company or~~
  - e. ~~Certified copy Contract for the Sale of the reversionary interest to the Management Company together with an assignment of the undertaking to furnish a certified copy of the~~

~~aforesaid Deed/Folio.~~

- ~~d. Share Certificate in or Certificate of Membership of the Management Company in the name of the Vendor.~~
- ~~e. Share Transfer Form duly completed by Vendor (where applicable).~~
- ~~f. Certified Copy of the Block Insurance Policy with the Purchaser's name and (if applicable) the Mortgagee's name(s) noted thereon together with Certified Copy of the receipt for the latest premium.~~
- ~~g. Receipt for latest payment of service charge.~~

**38 TAX BASED INCENTIVES/DESIGNATED AREAS**

- 1. ~~Is the property eligible for tax reliefs allowances or benefits.~~
- 2. ~~If so under which of the Tax/Finance Acts is it so eligible.~~
- 3. ~~Hand over on closing all documentation required on the part of the Vendor to transfer allowances to the Purchaser.~~

**39 MILK QUOTAS**

~~In these requisitions reference to the regulations mean the European Communities (Milk Quota) Regulations 2000 and any extension amendment modification or re-enactment~~

- 1.
  - ~~a. Is there a milk quota as defined in the regulations attaching to the property.~~
  - ~~b. If so confirm that none of the milk quota included in sale was acquired by the Vendor or his predecessors in title under a restructuring scheme as set out in Regulation 26 of the regulations.~~
- 2. ~~Furnish now letter from the Vendors Co-Operative or milk purchaser certifying;~~
  - ~~a. The amount of the Vendor's milk quota in the current year.~~
  - ~~b. Identifying that portion of the~~

**38 TAX BASED INCENTIVES/DESIGNATED AREAS**

**39 MILK QUOTAS**

~~Vendor's milk quota which was acquired under Regulation 26 of the regulations (and therefore not available for sale).~~

- e. ~~The amount of milk supplied by the Vendor under his quota for the current quota year up to the date of the certificate.~~
- 3. ~~Furnish Certificate of Entitlement to Milk Quota Transfer issued by the Minister for Agriculture pursuant to Regulation 7 of the regulations.~~
- 4. ~~Furnish now clarification as to whether the Vendor proposes filling any part of the unused quota prior to the closing date and if so an estimate as to the amount proposed to be filled.~~
- 5. ~~Furnish on closing:~~
  - a. ~~Certificate of Entitlement to Milk Quota Transfer together with map attached made by the Minister for Agriculture in accordance with the form set out in the First Schedule of the regulations.~~
  - b. ~~Transfer Form in accordance with the Fourth Schedule of regulations duly completed by the Vendor.~~
  - c. ~~An up to date letter from the Vendor's co-operative or other milk purchaser certifying the amount of milk quota filled by the Vendor in the current milk year.~~

~~The following requisitions (in addition to the foregoing) apply to cases where the quota will transfer to the Purchaser other than pursuant to Regulation 7.~~

- 6. ~~Furnish now evidence by way of affidavit identifying the land to which the Milk Quota attached including:~~
  - a. ~~Evidence to show that there was sufficient milk produced by the Vendor as to identify "the land used for milk production" as defined by the regulations; or~~
  - b. ~~Exhibiting certificate from the Minister identifying the land to~~

~~which the milk quota attaches.~~

7. ~~If part only of the Vendor's quota lands are being sold identify now by way of map the lands to which the entire quota attaches and confirm that the quota has been apportioned between lands being sold and land retained on a pro rata basis.~~
  
8. ~~Furnish now letter fro the Vendor's Co-operative or milk purchaser certifying and stating:~~
  - a. ~~The amount of the Vendor's milk quota in the current year.~~
  
  - b. ~~Identifying that portion of the Vendor's milk quota which was acquired under Regulation 26 of the regulations and therefore not available for sale.~~
  
  - e. ~~The original of any Certificate of Retention or Certificate of Transfer issued by the Minister pursuant to the regulations with the appropriate maps attached thereto and confirmation the transfer was made within the time limits specified in the said Certificate.~~
  
9. ~~a. Was any of the Vendor's milk production land as defined by the regulations held by the producer under a lease or licence or other limited interest.~~
  - b. ~~If so, please furnish certificate from the Minister for Agriculture pursuant to Regulation 4(6) of the regulations identifying the Vendor's land used for milk production.~~
  
10. ~~a. Confirm that the Vendor has not disposed of any milk producing land as defined by the regulations since the 1<sup>st</sup> April 2000.~~
  - b. ~~If the Vendor did dispose of milk producing land since the 1<sup>st</sup> April 2000 furnish evidence to show that the milk quota attaching to the property disposed of from the holding is not included in he milk quota figure referred to in the contract for sale.~~

11. ~~Where the Purchaser is the lessee of land and milk quota which he is purchasing from the lessor then furnish the following:~~

~~a.—Evidence that the lease existed prior to the 13<sup>th</sup> October 1999.~~

~~b.—Evidence that the lease expired or determined on or after the 21<sup>st</sup> March 2000.~~

~~c.—Quota Transfer Form in accordance with the Third Schedule of the regulations duly completed by the Vendor.~~

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#### LICENSING

1. a.—Is there a current licence attached to the property.

b.—If so, please state fully and concisely the character of the licence and furnish a complete copy thereof (front and back).

2. Is the licence a Publican's Licence (Ordinary) entitling the holder thereof to sell intoxicating liquor whether for consumption on or off the property during the ordinary hours of opening permitted by law.

3. Specify the Statute and Section(s) pursuant to which the licence was granted.

4. a.—On what date was the licence first granted.

b.—If this information cannot be ascertained state whether the licence was first granted prior to or subsequent to the 31st July 1902.

5. Does the licence carry the benefit of any special or general exemptions.

6. a.—Are there any conditions restrictions or qualifications attaching to the licence.

b.—If so specify same in detail.

7. Is the property regularly open for the conduct of the Publican's business.

8. Furnish now a plan of the property showing the exact extent of the property covered by

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#### LICENSING

the licence.

9. ~~Are there any statutory provisions relating to the structural lay-out or user of the property non-compliance with which might affect the validity of the licence or the right to renew.~~
10.
  - a. ~~Has the property ever been altered or enlarged since the date upon which the same was first licensed.~~
  - b. ~~If so was an application made to the Court and an Order granted under Section 6 of the Licensing (Ireland) Act 1902 as amended by Section 24 of the Intoxicating Liquor Act 1960.~~
  - c. ~~If the answer to b. above is in the affirmative furnish copy order now.~~
11.
  - a. ~~Did the licensee for the time being give any undertakings to the Court in relation to the conduct of the property or otherwise.~~
  - b. ~~If so give details.~~
12.
  - a. ~~Did any subsequent licensee for the time being give any undertakings to the Court or to any objectors upon any grant or renewal thereof.~~
  - b. ~~If so give details.~~
13. ~~Is there any mortgage of any nature charge burden or equity affecting the property which would give any person other than the licensee either a legal or equitable interest in the licence.~~
14. ~~Furnish details of all convictions against the licensee for the time being since 4 July 1960 or since the date upon which the licence was first granted whichever date is the later.~~
15. ~~If it is contended that one or more of the convictions were not recordable on the licence pursuant to the provisions of Part (iii) of the Intoxicating Liquor Act 1927 state the reason(s).~~
16. ~~Are there any convictions recorded on the licence at present.~~
17. ~~Are there any convictions recordable on the licence at this date.~~
18.
  - a. ~~If the property was sold to a bona fide purchaser for money or monies worth at any time since 4 July 1960~~

~~or since the date upon which the licence was first granted whichever date is the later were orders made under Section 30 of the Intoxicating Liquor Act 1927 directing that any offences recorded at the time of such transfer should cease to be recorded.~~

~~b.—If so give details in particular of the date or dates of such Orders.~~

19. ~~Are there any Summons pending against the Vendor for an alleged breach or breaches of the licensing laws.~~

20. ~~Has the Vendor or his servants or agents committed any breach of the licensing laws in respect of which a Summons might issue against the Vendor.~~

21. ~~Confirm that all the proper notices have been served for renewal of the licence if applicable.~~

22. ~~Confirm that~~

~~a.—The current licence will be endorsed by the Vendor and handed over to the Purchaser on closing.~~

~~b.—The Vendor will take all steps necessary including attendance at Court if required to facilitate the transfer of the licence to the Purchaser.~~

23. ~~a.—Was compliance with any requirements of the Fire Authority outstanding at the last annual licensing sessions or has notice of any requirements been issued since that date.~~

~~b.—If so furnish Certificate from the Fire Authority confirming compliance therewith.~~

24. ~~a.—Has the Vendor served one calendar month's notice on the Fire Authority of his intention to apply for the renewal of a Licence at the next Annual Licensing Sessions.~~

~~b.—If so please furnish copy and any reply received to such notice.~~

41 **RESTAURANT/HOTEL**

41 **RESTAURANT/HOTEL**

1. ~~a.—Has the property an "Hotel Licence" attached thereto which issued~~

pursuant to Section 2(2) of the Licensing (Ireland) Act 1902.

- b. ~~If so confirm that there is no public bar on the property.~~
  - e. ~~If there is furnish now copy of an order pursuant to Section 19 of the Intoxicating Liquor Act 1960 so authorising.~~
2. ~~On what date was the property first certified by the Court as being suitable to receive an hotel licence.~~
  3. ~~State the number of apartments at present set apart and used exclusively as sleeping accommodation for travellers.~~
  4. ~~If the property was certified as an hotel either under the provisions of Section 42(1) of the Tourist Traffic Act 1952 or Section 20 of the Intoxicating Liquor Act 1960 furnish now the current Certificate of Registration from Bord Failte.~~
  5. ~~Has Bord Failte served any notice of additional requirements which must be complied with before the next annual licensing sessions.~~
  6.
    - a. ~~Has any grant been paid to the licensee or any other person in respect of the property by Bord Failte.~~
    - b. ~~If so furnish details now.~~
  7.
    - a. ~~Has the property has been certified as being suitable to receive a full or limited Restaurant Certificate pursuant to the Intoxicating Liquor Act 1927.~~
    - b. ~~If so furnish now a copy of current certificate and confirm that the original will be furnished on closing.~~

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#### **SPECIAL RESTAURANT LICENCE**

1.
  - a. ~~Is the licence a Special Restaurant licence issued pursuant to Sections 8 and 9 of the Intoxicating Liquor Act 1988.~~
  - b. ~~If so furnish now a complete copy of the current licence.~~
  - c. ~~Confirm that the original current Licence will be endorsed by the~~

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#### **SPECIAL RESTAURANT LICENCE**

~~Vendor and handed over to the  
Purchaser on completion.~~

2. ~~On what date was the licence first granted.~~
3. ~~Furnish now a complete copy of the plans  
lodged in Court upon the grant of the Court  
Certificate authorising the issue of the  
licence.~~
4.
  - a. ~~Have any alterations been made to  
the property from the position as  
shown in the said plans which might  
affect the validity of the licence or  
might adversely affect the renewal  
thereof.~~
  - b. ~~If so give full particulars now.~~
5.
  - a. ~~Has the property been extended or  
enlarged from the position as shown  
in the said Plans.~~
  - b. ~~If so give full particulars now.~~
6. ~~Has any application been made and an order  
granted by the Court consequent upon any  
such extension or enlargement.~~
7. ~~Confirm that the Vendor holds a current Bord  
Failte Certificate within the meaning of  
Section 8(2) of the Intoxicating Liquor Act  
1988 in respect of the property and the  
Vendors Restaurant business carried on  
therein.~~
8.
  - a. ~~Furnish now a complete copy of such  
Bord Failte Certificate.~~
  - b. ~~Confirm that the original current  
Bord Failte Certificate will be  
endorsed by the Vendor and handed  
over to the Purchaser on completion.~~
9.
  - a. ~~Have any alterations been made to  
the property since the latest  
inspection thereof by or on behalf of  
Bord Failte in connection with the  
Bord Failte Certificate which might  
cause the Bord Failte Certificate to  
be cancelled or might adversely  
affect the renewal thereof.~~
  - b. ~~If so give full particulars.~~
10.
  - a. ~~Has Bord Failte any requirements in  
respect of the property which are still  
outstanding.~~
  - b. ~~If so furnish details now.~~

11.
  - a.— ~~Confirm that the Vendor has not received and is not aware of any notice or intention on the part of Bord Failte to issue a notice threatening cancellation of the Bord Failte Certificate.~~
  - b.— ~~If such notice has been received furnish now a complete copy thereof.~~
12.
  - a.— ~~Has the vendor given any undertaking (formally or otherwise) to the Local Health Authority, Bord Failte the Fire Authority the Gardai the Courts or any other party for the purpose of obtaining the grant or renewal of the licence or any registration certification withdrawal of objection or otherwise in connection with same.~~
  - b.— ~~If so give now full particulars and confirm that such undertaking has been fully complied with.~~
13. ~~Confirm that all proper notices have been served for the renewal of the licence if applicable.~~
14. ~~Confirm that an application has been made for the renewal of the Bord Failte Certificate if applicable.~~

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**DANCING MUSIC AND SINGING**

1.
  - a.— ~~Is there a Public Dancing licence attached to the property.~~
  - b.— ~~If so furnish now copy thereof and confirm that same will be handed over on closing.~~
2.
  - a.— ~~Is there a Music and Singing licence attached to the property.~~
  - b.— ~~If so furnish copy thereof now and confirm that same will be handed over on closing endorsed by the Vendor.~~
3. ~~In respect of the licences referred to at 1 and 2~~
  - a.— ~~Did the applicant who was first granted the licence give any undertakings to the Court in relation~~

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**DANCING MUSIC AND SINGING**

to the conduct of the property or otherwise.

b. ~~If so furnish now details thereof.~~

e. ~~Did the licensee for the time being give any undertaking to the Court or to any objectors upon any grant or renewal thereof.~~

d. ~~If so furnish now details thereof.~~

**REQUISITIONS**

**REPLIES**

**44. COMPLETION.**

Hand over on closing the following documents:-

- 1.
- 2.

The right is reserved by the Purchaser to make any further objections or requisitions arising out of the above and the answers thereto and on the result of searches

Dated the            day of

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**Solicitors for Purchaser**

**M G RYAN AND CO**

**MR/ES/WAL192/2**

As per replies.

Noted but not admitted

Dated the            day of

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**Solicitors for the Vendor**

**REF: -**