

THE INCORPORATED LAW SOCIETY OF IRELAND

GENERAL CONDITIONS OF SALE (2009 EDITION)

**PARTICULARS and CONDITIONS OF SALE of
Unit 9 Ballybane Industrial Estate, Galway**

Auction to be held at the Harbour Hotel, The Docks, Galway
on the 17 April 2015 at 3pm

Auctioneer: O'Donnellan & Joyce Auctioneers
Address: Mary Street, Galway

Vendor: Sean Joyce
(hereinafter called "the Vendor").

Entered into on behalf of the Vendor by the Receiver Michael McAteer of Grant
Thornton, 24-26 City Quay, Dublin 2

**Woods Hogan Solicitors
Solicitors for the Receiver,
17, Berkeley Street,
Dublin 7.
Ref: 33/092559054/2**

WARNING: It is advisable that the within should **NOT** be completed without
legal advice

PARTICULARS AND TENURE

PARTICULARS

ALL THAT AND THOSE the property known as Unit 9 Ballybane Industrial Estate, Galway being the property more particularly comprised in Folio 29036F of the Register of Freeholders County Galway

TENURE

Tenure to the property is Freehold

SUBJECT TO AND WITH THE BENEFIT OF a tenancy with Galway Garden Machinery and Motor Cycle Sales Limited at a current rent of €350.00 plus VAT per month

DOCUMENTS SCHEDULE

Part 1 - Documents pertaining to the appointment of the Receiver and Power of Sale

- 1.1 Certified Copy Deed of Appointment of Receiver dated 11 March 2013
- 1.2 Original Deed of Mortgage/Charge dated 15 April 1996 between Sean Joyce of the one part and The Governor and Company of the Bank of Ireland of the other part.

Part 2 - Title to the Property

2. Details of Title Documentation relating to Property

- 2.1 Plain Copy Folio and File Plan 29036F Co. Galway dated 1 April 2015
- 2.2 Plain Copy Deed of Transfer dated 14 March 1986 between John Mannion of the one part and Sean Joyce of the other part.

2a. There are no family home declarations relating to Property – Registered Title.

2b. Details of Planning Documentation relating to Property

- 2b.1 Plain Copy Planning Permissions relating to property for sale
- 2b.2 Plain Copy Letter from Galway County Council Re: financial conditions dated 17 April 1986
- 2b.3 Original Engineers Report on Compliance with Planning Permission

2c. Details of additional documentation relating to Property

- 2c.1 Copy Letter from Doherty Solicitors Re: alleged Frank Fahey tenancy dated 9 April 2015

Part 3 - Documents Provided on a WITHOUT PREJUDICE BASIS

- 3.1 Explanatory Memorandum regarding special conditions

Part 4 - Documentation to be provided by Woods Hogan Solicitors (for Completion)

- 4.1 Objections and Requisitions on title
- 4.2 Family Home Declaration (draft herewith)
- 4.3 Assurance to the Purchaser (draft herewith)
- 4.4 BER Certificate and Advisory Report

by assignment or surrender of a “legacy lease” as described in the Revenue Guide, where Section 4(8) does not apply. To protect a Vendor selling a new or nearly new property against a change in the status of the Subject Property due to a delay in completion, Clause 3.3 first alternative should generally be retained.

term “Interest” has the meaning attributed to that term in Section 4(1)(b) of the VAT Act;
“Refurbishment” has the meaning attributed to that under Section 12E(2) of the VAT Act;
“VAT” means Value Added Tax, and
“VAT Act” means the Value Added Tax Act, 1972 (as amended) and related VAT regulations.

3.2 Save as may be provided in any other clause of this Condition 3, the Purchaser shall pay to the Vendor the amount of any VAT as shall be exigible in relation to the Sale, same to be calculated in accordance with the provisions of the VAT Act and the Purchaser shall pay this amount to the Vendor on the later of the completion of the Sale or where an invoice is required to be issued by the Vendor in accordance with the provisions of the VAT Act on delivery of such invoice to the Purchaser [and to the extent that the Sale of the Subject Property is of an Interest in respect of which a joint option to tax under Section 4C(6)(b) of the VAT Act may be exercised, such joint option is so exercised.]¹

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

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

¹ Use only in the case of an assignment or surrender of a “Legacy Lease” where the Vendor is a person who had no right to a deduction under Section 12 of the VAT Act on an acquisition or development of the Subject Property which occurred prior to 1 July 2008 but is exercising the option to tax in order to recoup VAT on the acquisition or development of the Subject Property where Section 4(8) of the Act does not apply (see sub-clause 3.4.3 for corresponding provision where Section 4(8) of the Act does apply).

4B(6) of the VAT Act.

[or

3. Clause 3.3 second alternative is suitable for the Sale of a freehold or Freehold Equivalent Interest where the Subject Property is not new or nearly new but is still a Capital Good and the Vendor does not exercise the option to tax but requires the Purchaser to pay the amount of the deductibility adjustment which the Vendor will suffer as a result of the Sale.

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

4. The first or second alternative to Clause 3.3 should be deleted, as appropriate.

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

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

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

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

[3.4.3 In the case where the Subject Property is still in the Adjustment Period and the Vendor is a

person referred to in Section 4C(2) of the VAT Act and the joint option to tax the sale under Section 4C(6)(b) of the VAT Act may be exercised, such joint option is so exercised.]²

6. Clause 3.5 is suitable for the sale by the Assignment or Surrender of a lease other than a Freehold Equivalent Interest created after 30 June 2008 where a premium is paid by the Purchaser, where in the case of a Surrender, the option to tax rent under Section 7A(1) has been exercised and is currently in force.
7. Clause 3.6 is suitable where the Vendor pays the Purchaser a reverse premium.
8. Clause 3.7 is suitable as an additional Clause in the case where a Vendor who is a tenant under a lease not being a
- 3.5 In the case where the Sale of the Subject Property is the Assignment or Surrender for a premium or other consideration paid to the Vendor of a lease created after 30th June 2008 not being a Freehold Equivalent Interest, is treated for the purposes of the VAT Act as the supply of a taxable service, the Purchaser shall on completion pay to the Vendor the amount of any VAT as shall be exigible in relation to the premium or other consideration on the Assignment or Surrender, same to be calculated in accordance with the provisions of the VAT Act and the Purchaser shall pay this amount to the Vendor on the later of the completion of the Sale or where an invoice is required to be issued by the Vendor, in accordance with the provisions of the VAT Act on delivery of such an invoice to the Purchaser.
- 3.6 In the case where the Sale of the Subject Property is the Assignment or Surrender of a lease for the reverse premium paid by the Vendor, the Vendor shall on completion pay to the Purchaser the amount of any VAT as shall be exigible in relation to the reverse premium for the Assignment or Surrender, same to be calculated in accordance with the provisions of the VAT Act and the Vendor shall pay this amount to the Purchaser on the later of the completion of the Sale or where an invoice is required to be issued by the Purchaser, in accordance with the provisions of the VAT Act on delivery of such an invoice to the Vendor.
- 3.7 In the case where the Sale is by way of Assignment or Surrender of a lease the Purchaser undertakes to be responsible for all obligations of the Vendor under the VAT Act (as provided in Section 12(E)(8) of the VAT Act) which arise in respect of the Refurbishment of the Subject Property comprising the following works:-

² Use only on assignment or surrender of a "Legacy Lease" during the Adjustment Period where the Vendor is a person who had no right to a deduction under Section 12 of the VAT Act on an acquisition or development of the Subject Property which occurred prior to 1 July 2008 but is an exempt person exercising the option to tax to recoup VAT on the acquisition or development of the Subject Property where Section 4(8) of the VAT Act applies.

Freehold Equivalent **(insert details of works)**
Interest and is
assigning or
surrendering that
lease, wishes the
Purchaser to assume
responsibility under
the VAT Act
Section 12E(8) for
refurbishment work
carried out by the
Vendor or a
predecessor in title.

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

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

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

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

FAMILY LAW REGULATIONS

4. a) The Purchaser shall satisfy himself that the Vendor and the Receiver have complied with all Family Law Regulations for the Subject Property. No objection, requisition or enquiry shall be raised in relation thereto.
- b) Neither the Vendor nor the Receiver shall be obliged to hand over a Family Law Certificate or Family Home Declaration in respect of the Subject Property save that the Receiver will furnish a Certificate, in the form listed in Documents Schedule hereto, confirming that since his appointment to the best of his knowledge he has not received a notice of any claims made or proceedings issued pursuant to the Family Home Protection Act 1976, the Family Law Act 1981, the Judicial Separation and Family Law Reform Act 1989, the Family Law Act 1995 and the Family Law (Divorce) Act 1996 affecting the subject Property. The Purchaser purchases with full knowledge of the draft certificate and shall not require the Receiver to amend the certificate. The Purchaser shall be precluded from seeking any further documentation or raising any requisition or enquiry in relation to family law matters and family law legislation and no objection, requisition or enquiry shall be raised in relation thereto.

TITLE

5. Title to the subject property shall consist of the documents listed in the Documents Schedule hereto and shall be deduced therefrom. No objections, requisitions or inquiries shall be raised in relation to prior Title. The Purchaser shall not ask for the production of any documents whether appearing by way of recital or otherwise in the Deeds in the Documents Schedule herein which are not already listed in the said Documents Schedule. The Purchaser shall not ask for the production of, nor shall he be given any further Documents, Certificates, or Declarations. No objections or requisitions shall be raised by the Purchaser or replied to by the Receivers in relation to the Title of this Property other than a list of closing requirements which will strictly adhere to these general and special conditions. No other document or prior negotiation or representation shall form any part of this Contract and this sale shall be governed solely by the conditions herein.

OBJECTIONS AND REQUISITIONS ON TITLE

6. The Purchaser is furnished with the Replies to Objections and Requisitions on Title listed in the Documents Schedule hereto. No further replies will be furnished. The Purchaser shall not be entitled to raise any rejoinders or objections. General Conditions 17 and 18 are hereby deleted.

INTEREST

7. If the Purchaser fails to complete the closing of the sale on the closing date, then the Purchaser shall pay interest to the Vendor on the balance of the Purchase Price remaining unpaid at the Stipulated Interest Rate for the period between the Closing Date and the date of actual completion of the sale. The interest together with the balance of the Purchase Price shall be payable on closing by the Purchaser to the Vendor. The Purchaser shall be bound to accept this position and no objections

requisitions or enquiries shall be raised in relation to same and General Conditions 24 and 25 are amended accordingly.

RECEIVER

- 8
- a) The Power to appoint the Receiver is set out in the conditions of the deed/charge listed at item 1.2 in the documents schedule hereto and no objections requisitions or enquiries shall be raised in relation to same.
 - b) The Purchaser acknowledges and accepts without objection, requisition or enquiry that the Receiver has been validly appointed as Receiver of the Subject Property owned by the Vendor by virtue of the documents listed at 1.1 and 1.2 of the Documents Schedule hereto and has capacity to execute this Contract and complete the Deed of Assurance to the Purchaser.
 - c) The Purchaser hereby acknowledges that the Receiver is executing this Contract in his capacity as Receiver over the Subject Property and as agent of the Vendor only for the sole purpose of facilitating the acquisition of the Subject Property by the Purchaser. The Receiver shall be under no liability to the Purchaser affecting the Receiver personally or the Receiver's estate and shall not be required to give any undertaking warranty or covenant in their capacity as Receiver.
 - d) The Purchaser shall conclusively accept without objection, requisition or enquiry that the Receiver is in Possession of the subject property and in a position to deliver possession on his own behalf or for the Bank. No objection, requisition or enquiry shall be raised in relation thereto.
 - e) In the event that a third party asserts any legal, equitable, possessory claim or interest or interferes with possession of the property then the Receiver shall be entitled to rescind the Contract unless the Purchaser agrees to proceed without an abatement of price, by giving five days notice.

RECEIVER COMPLETING DEED OF ASSURANCE

9. The Deed of Assurance to the Purchaser shall, at the option of the Receiver be executed either:
- a) by the Receiver as agent and/or attorney of the Vendor pursuant to the powers granted to him in the Mortgage specified at document number 1.2 of the Documents Schedule hereto ("the Mortgage"); or
 - b) by the Bank as mortgagee in possession of, *inter alia*, the subject property.

If the Receiver so requires, the Purchaser hereby undertakes to enter into a new contract for sale to acquire the subject property from the Bank on the same terms and conditions as this contract, save for amendments necessary to reflect the change in identity of the Vendor.

MORTGAGES/CHARGES

- 10
- a) The Subject Property is subject to a Mortgage/Charge in favour of the Bank specified at number 1.2 of the Documents Schedule.

b) The Receiver shall on completion, furnish a Deed of Discharge of the Mortgage as at the date of completion or alternatively the Purchaser will accept the Receiver's Solicitor's undertaking to furnish a Deed of Discharge duly sealed by the Bank as soon as practicable following completion **PROVIDED ALWAYS** that if the Receiver shall elect to procure the Assurance of the Subject Property to the Purchaser by the Bank as Mortgagee in Possession the Receiver as Vendor shall not be obliged to hand over a Deed of Discharge in respect of any other mortgage or charge registered against the Subject Property (save for any charge ranking in priority to the Mortgage).

JUDGMENT MORTGAGES

11. To the extent that the Vendor's interest in the Subject Property is subject to any judgment mortgages on completion, the Receiver and the Bank rely upon the provisions of Section 62(10) of the Registration of Title Act 1964 and the provisions of Section 21 (1) of the Conveyancing Act, 1881 and the Purchaser shall not require a release and discharge of the relevant judgment mortgage on the completion of the Sale. The Purchaser shall conclusively accept the position and no objections or requisitions may be raised in relation thereto.

CONTENTS

12. Any contents which are contained in the property are strictly a matter as between the Purchaser and the Mortgagor. The Vendor or the Receiver will not be transferring title of any such contents to the Purchaser. Neither the Vendor nor the Receiver shall be responsible or accountable for the state and condition of the contents or any damage that may occur to any such contents. The Purchaser shall conclusively accept the position and no objections or requisitions may be raised in relation thereto.

KEYS

13. Should the Receivers hold a key to the property then the Receivers will furnish such key to the Purchaser on closing. If however the Receivers do not hold a key then no key will be furnished and the Purchaser shall not call upon or require the Receivers to produce a key. The Purchaser shall be bound to accept this position and is precluded from making any objection or raising any requisition or enquiry in relation to same.

PLANNING

14. General Condition 36 is hereby deleted. The Receiver nor the Vendor do not warrant that planning permission has been obtained for any development that may have taken place on the Subject Property or, where any planning permission has been obtained that the development has been carried out in compliance with such planning permission and/or building regulations and the Purchaser shall raise no objection requisition or enquiry in relation to the existence or absence of any planning permission or the compliance or non-compliance of same (including the conditions thereof) and shall not require the Receiver nor the vendor to furnish any certificate in relation thereto nor any declaration in relation to the user of the Subject Property. The Purchaser shall raise no objection requisition or enquiry in respect of any matter in

relation to the Local Government (Planning and Development) Acts 1963-1999, the Planning and Development Act 2000, the Planning and Development Amendment) Act 2002-2006 and the Building Control Act 1990 and any act or acts for the time being in force amending extending or replacing the same and any orders regulations or directions issued thereunder.

SERVICES

15. a) The Purchaser shall satisfy himself as to whether the roads and services abutting the Subject Property have been taken in charge and no further documentation shall be called for or furnished in this regard. No objection, requisition or enquiry shall be raised in relation thereto.
- b) The Purchaser shall satisfy himself as to matters of access and egress to and from the public road. No further documentation shall be called for or furnished in this regard. No objection, requisition or enquiry shall be raised in relation thereto.

OUTGOINGS AND UTILITY CHARGES AFFECTING THE PROPERTY

- 16 a) A Receipt for the previous two years commercial rates shall be provided on closing. Alternatively the Receiver shall discharge the said commercial rates for the previous two years from the proceeds of sale and the Purchaser shall accept the Receiver solicitor's undertaking on closing to furnish a receipt thereof.
- b) Receipts for utility bills shall not be provided on closing. It is a matter for the purchaser to satisfy himself regarding the existence and present state of Electricity, Gas and phone and any other services to the property and all matters thereto.

TENANCIES

17. a) The Purchaser is referred to the Tenancies listed in the Particulars and Tenure Section of this Contract for Sale. The Purchaser shall not call for or seek any further information regarding the Tenancies. No further objection, requisition or enquiry shall be raised in relation thereto or in relation to the occupation, user, rent or other matter related to the said Tenancies.
- b) Should the Receiver hold deposit monies which may have been paid under the tenancy, then the Receiver will furnish such deposit monies to the Purchaser on closing. If however the Receiver does not hold deposit monies then no deposit monies will be furnished to the Purchaser on closing. All matters pertaining thereto shall be a matter as between the Purchaser and the Tenant. The Purchaser shall be bound to accept the position and no objection, requisition or enquiry shall be raised in relation thereto.
- c) The Purchaser is furnished with a letter from Doherty Solicitors dated the 9th April 2015 listed at Document 2c.1 in the Documents Schedule hereto regarding an alleged tenancy in the property in favour of Frank Fahey. The Receiver has not received any supporting documentation to verify the claims made in this letter and is therefore (without prejudice) not in a position to recognise or agree that any such tenancy exists. The Purchaser shall be deemed to buy the property on full notice of

this issue and it will be a matter for the Purchaser to deal with Doherty Solicitors and Frank Fahey regarding the issues raised in the said letter from Doherty Solicitors dated the 9th April 2015. No objection, requisition or enquiry shall be raised in relation thereto.

GENERAL

18. a) The Purchaser agrees and accepts that no information, statement, description, quantity or measurement contained in any advertisements or given orally or contained in any brochure, catalogue, letter, report, docket or hand out issued by or on behalf of the Vendor or any agent acting on behalf of the Vendor in respect of the Subject Property (whether or not in the course of any representation or negotiations leading to the Sale) shall constitute a representation inducing the Purchaser to enter into the Sale or a condition or warranty forming part of this Contract. Any information, statement, description, quantity or measurements so given or contained in any such advertisement, brochure, catalogue, letter, report or hand out issued by or on behalf of the Vendor or any agent on its behalf are for illustration purposes only and are not to be taken as matters of fact and that any mistake, omission, inaccuracy or mis-description given orally or in the form of any advertisement, brochure, catalogue, letter, report or hand out issued by or on behalf of the Vendor or any of its agents (whether or not in the course of any representation or negotiations leading to the sale) shall not give rise to any right of action, claim, entitlement or compensation against or from the Vendor or any of its agents under this agreement or otherwise or any right of residue of termination. The within Contract comprises the entire of the Contract between the Vendor and the Purchaser and supersedes any other alleged contract between the parties in relation to the Subject Property. For the avoidance of doubt, the parties hereby acknowledge that any previous agreement which may have been entered into by the Vendor, Receiver and Purchaser relating to the Subject Property is hereby rescinded. Any statement, representation or warranty whatsoever made by the Vendor, agent or employees during the course of negotiations leading to the sale which are not herein contained and set forth are hereby treated as having been withdrawn and will have no force or effect at law whatsoever. General Condition No 33 shall be read subject to this condition.
- b) O'Donnellan & Joyce Auctioneers or the Receiver's Solicitor will hold the deposit as agent for the Vendor and not as stakeholder and General Condition 4(d) is hereby amended accordingly.
- c) As the within sale is a sale by the Receiver the Purchaser shall accept that he is not in a position to complete the Non-Title Information Section of this Contract. No objection, requisition or enquiry shall be raised in relation thereto.
- d) The Purchaser is deemed to have inspected the property and be familiar with its boundaries, fences and walls and the Receiver shall not be required to furnish any Declaration of Identity or to define boundaries, fences, ditches, hedges or walls or to specify what boundaries (if any) are of a party nature and no requisitions or objections shall be raised in this regard. General Condition 14 is hereby deleted.
- e) General Condition 15 shall not apply to this sale and General Condition 16 shall be read as if the words "subject to Condition 15" had been deleted therefrom.

The Receiver is not aware of any easements rights privileges and liabilities affecting the Subject Property other than those already known to the Purchaser or as are apparent from an inspection of the Subject Property or disclosed by this Contract or by the documents listed in the Documents Schedule hereto. The Purchaser shall be deemed to buy with full notice of the actual state and condition of the Subject Property and shall take it as it stands and subject to all rights of way, water, light, drainage and other easements, rights, privileges and liabilities and to all rents, outgoings and incidents of tenure and to all tenancies.

f) General Condition 35 shall not apply to this sale. It shall be a matter for the Purchaser to make his own enquiries and satisfy himself as to whether any notice has been served by a Competent Authority. No service of any of the orders or notices referred to therein have come to the Receiver's actual attention prior to the date hereof. No objection, requisition or enquiry shall be raised in relation thereto.

g) The Purchaser shall not call on the Vendor nor the Receiver to remove from the Subject Property any rubbish, spoil, fittings, machinery, advertising or promotional material or signs or any other objects on or in the Subject Property whether owned by the Vendor or not and shall not delay the closing on account of the state of the Subject Property in this regard. General Condition 21 is hereby amended accordingly.

h) Without prejudice to the generality of General Condition 48, notwithstanding the completion of the within sale and the delivery to the Purchaser of the Deed of Assurance of the Subject Property special condition 8 above shall ensure and remain in full force and effect and shall not merge or be extinguished on such completion or delivery.

i) The Purchaser acknowledges that the terms of this Contract are personal and the Purchaser shall not be entitled to assign the benefit of this Contract in any manner whatsoever or to sub-sell the Subject Property without the prior written consent of the Vendor.

j) No warranty or representation has been given or shall be deemed to be given by the Vendor or the Receiver in relation to compliance with any law relating to the environment whether Irish Law, European Community Law, any common or customary Law or legislation and/or any order, rule, regulation, directive, statutory instrument, by law or any legislative measure thereunder and it shall be a matter for the Purchaser to satisfy himself in this regard prior to the execution of this Contract.

k) It is a matter for the Purchaser to satisfy himself as to the tax designation or otherwise of the property and all other matters thereto. No objections or requisitions shall be raised in respect of same.

NON – TITLE INFORMATION

**Query
appropriate)**

Reply (Please tick and / or insert comments as

	<i>Yes</i>	<i>No</i>	<i>Comments</i>
1. SERVICES			<i>The below non-title information is a matter for the purchaser. Refer to Contract.</i>
(i) How is the Subject Property serviced as to:			<u><i>(i) Matter for Purchaser, refer to Contract</i></u>
(a) drainage;			
(b) water supply;			
(c) electricity;			
(d) gas; and			
(e) otherwise			
(ii) Have the services (including roads, lanes, footpaths, sewers and drains) abutting or servicing the Subject Property been taken over by the Local Authority.			<u><i>(ii) Matter for Purchaser, refer to Contract</i></u>
Will a letter from the Local Authority or a Solicitor's Certificate to vouch the position be furnished on or before closing.			
If services are not in charge, are there appropriate easements and indemnities in existence.			
(iii) Is the Subject Property serviced by:			<u><i>(iii) Matter for Purchaser, refer to Contract</i></u>
(a) septic tank; or,			
(b) Private drainage scheme.			

(iv)	Is the Subject Property serviced for television and if so is it by;	<u><i>(iv) Matter for Purchaser, refer to Contract</i></u>
	(a) Cable T.V;	
	(b) Satellite Dish;	
	(c) MMDF;	
	(d) TV aerial owned by Vendor;	
	Or	
	(e) TV aerial owned by another.	
	If (b) or (d) applies, will it be included in the Purchase Price.	
(v)	Is there a telephone line to be supplied with the Subject Property?	<u><i>(v) Matter for purchaser, refer to Contract</i></u>
(vi)	Is there as ISDN line to be supplied with the Subject Property.	
2.	<i>CONTENTS</i>	
2.		<u><i>2. Matter for Purchaser, refer to Contract</i></u>
(i)	Are there any contents included in the Purchase Price?	
	If so, give Receivers' estimate of value.	
(ii)	Are there any fixtures, fittings or chattels included in this Sale which are the subject of any Lease, Rent, Hire Purchase Agreement or Chattel Mortgage.	
	If so, furnish now the Agreement and on closing proof of payment to date or discharge thereof.	

OUTGOINGS

3. (i) What is the Ratable Valuation of

(a) Lands;

(b) Buildings.

(ii) Give particulars of any other periodic or annual charge which affects the Subject Property or any part of it.

BUILDING Energy Rating ("BER")

Furnish a copy of a valid BER certificate and relevant advisory report respect of the subject property

		<u><i>(i) No longer applicable as rates no longer apply to dwelling houses</i></u>
		<u><i>(ii) Matter for Purchaser, refer to Contract</i></u>
		<u><i>Please see Contract for sale</i></u>