

OBJECTIONS AND REQUISITIONS ON TITLE

VENDOR: Allied Irish Banks, p.l.c.

P.P.S. No.:

PURCHASER:

P.P.S. No.:

PROPERTY: Market Street, Clifden, Co.Galway

YOUR REF:

OUR REF:

GTI002/0033/VP

We certify that the following Requisitions numbered 1 to 44 inclusive are those of the 2001 Edition of the Law Society Objections and Requisitions without alteration or omission (save where omission of an entire category is expressly stated and explained under a category heading) and that the numbering of the requisitions is unchanged from that of the said Requisitions of the Law Society and that the reproduction of the said Requisitions following is by expressed permission of the said Society who are the owners of the copyright therein.

Kane Tuohy Solicitors.

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OBJECTIONS AND REQUISITIONS ON TITLE - CATEGORY CONTENTS

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All of the above categories are included in this set except those marked "Excluded" above.

1. If these requisitions are used for the purposes 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

REQUISITIONS ON TITLE

REPLIES

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

1. PREMISES

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.

Does not arise.

2. Which of the boundaries belong to the property and which are party.

See Special Condition 8 of the Contract for Sale.

3. In relation to boundaries :

Ditto.

a. Furnish now any Agreements as to repair maintenance or otherwise.

b. Are there any disputes with any adjoining owner.

4. Is the property registered under the National House Building Guarantee Scheme/HomeBond Scheme.

Does not arise.

5. If so and if still in force furnish now Guarantee Certificate/Final Notice.

Not applicable.

2. SERVICES

1. Is the property serviced with:-

See Special Condition 16 of the Contract for Sale.

a. Drainage

(i) if so, please state whether by mains, septic tank or other.

b. Water

c. Electricity

d. Telephone

e. Gas

2. If applicable furnish letter(s) consenting to the transfer of the telephone line(s) instrument(s) and number(s) to the Purchaser.

Does not arise.

3. Have the services (including roads lanes footpaths sewers and drains) abutting or servicing the property been taken over by the Local Authority.

See Special Condition 16 of the Contract for Sale.

4. Furnish letter from the Local Authority or Solicitors Certificate based on an inspection of the Local Authority records or personal knowledge confirming the position.

Ditto.

5. If the services are not in charge furnish an Indemnity under Seal.

Ditto.

6. If an Indemnity has been given to the Vendor or his predecessor have it assigned to the Purchaser.

Not applicable.

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.

See Special Condition 9 of the Contract for Sale.

b. If there are furnish now evidence of the easement grant or way-leave authorising same.

Ditto.

c. What are the Vendor's rights and obligations in respect of same.

Ditto.

2. a. Is the property subject to any right of way water light air or drainage or to any other easement or turbary right or other profit a prendre or any reservation covenant condition or restriction or to any right of any kind or

See Special Condition 9 of the Contract for Sale.

b. Is the property subject to any liability to repair any road sewer drain or sea wall or to any other similar liability.

Not to Vendor's knowledge but see Special Condition 9 of the Contract for Sale.

c. If so furnish now details of same.

Not applicable.

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.

See Special Conditions 9 and 16 of the Contract for Sale.

2. If so what are the Vendor's rights and obligations in respect of the aforementioned.

See Special Conditions 9 and 16 of the Contract for Sale

3. Furnish now any agreements in relation to such user.

Ditto.

5. FORESTRY

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

6. FISHING

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

7. SPORTING

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

8. POSSESSION

Confirm that clear vacant possession of the entire property will be handed over at closing.

Tenant in situ. See Contract.

REQUISITIONS ON TITLE

REPLIES

9. TENANCIES

1. a. Is the property or any part of it let.
 b. If so furnish now the Lease or Tenancy Agreement.
 c. If the Tenancy Agreement is not in writing state and prove the terms of the Tenancy.
 d. If the Tenant has completed a Renunciation under the Landlord & Tenant Act 1994 furnish now copy of same and original on closing.
2. When exactly did the tenant commence occupation of the property.
3. Furnish now names of tenants the rents payable and the gale days.
4. a. Was any security deposit paid by the Tenant at the commencement of the tenancy.
 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 tenant.
 b. If so furnish now details thereof.
7. On closing hand over letters addressed 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. Certified copy Entry in the Register of the Housing Authority showing the property registered and any changes (as the case maybe).

Yes

Herewith

Purchaser is buying Property "as is" and subject to all tenancies - See Contract for Sale.

10. HOUSING(PRIVATE RENTED DWELLINGS) ACT 1982-1983 (The Acts)

This entire category is being omitted as it is inapplicable to

Not Applicable.

REQUISITIONS ON TITLE**REPLIES**

this transaction.

11. OUTGOINGS

1. What is the Rateable Valuation of:

a. Lands

b. Buildings

2. Has any work been carried out on the property which might result in the valuation being revised.

3. Has any notice or intimation been given of any change in the Rateable Valuation.

4. Give particulars of any remission of rates in force.

5. a. Is there or has there been a separate water rate and/or refuse charge payable.

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.

6. Give particulars of any other periodic or annual charge which affects the property or any part of it.

7. Furnish receipts to last accountable date in respect of all outgoings.

8. Furnish Apportionment Account together with vouchers necessary to vouch same.

9. Furnish on closing copy letter to Rating Authority notifying them of the change of ownership.

12. NOTICES

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

Agricultural Credit Acts

Air Pollution Act

Building Control Act

Conveyancing Acts

Derelict Sites Act

Electricity Supply Acts

Environmental Agency Act

Fire Brigade Acts

Fire Services Acts

Forestry Acts

Gas Acts

Housing Acts

Housing (Private Rented Dwellings) Acts

Labourers Acts

Land Acts

Landlord and Tenant Acts

Not known.

Not known.

Not to Vendors knowledge

Not to Vendors knowledge

Presumably Commercial Rates.

11.5a & 5b - Not known. Tenant in occupation.

See Special Condition 9 and 21 of the Contract for Sale.

Not applicable.

Agreed, if applicable.

Agreed, on closing, if required.

See Special Condition 11 of the Contract for Sale.

REQUISITIONS ON TITLE**REPLIES**

Local Government (Planning and Development) Acts
 Local Government (Sanitary Services) Acts
 Mineral Development Acts
 National Monuments Acts
 Office Premises Act
 Petroleum and other Minerals Development Acts
 Public Health Acts
 Registration of Title Act
 Rent Restrictions Acts
 Safety in Industry Acts
 Succession Act
 Water Pollution Act
 Wildlife Act
 or under any other Act or any Statutory Rule Order or
 Statutory Instrument.

b. Furnish now any Notice Certificate or Order so
 served or received.

c. Has the same been complied with.

2. a. Has the Vendor served any such Notice.

b. If so furnish copy now.

3. a. Has a Notice of intention to compulsorily acquire the
 property or to resume possession of the property or any
 part of it been served on the Vendor or his Agent by any
 Local or Statutory Authority or Body or person who has
 power to acquire the property compulsorily.

b. If so furnish copy now.

13. SEARCHES

1. Give the Vendor's full name and present address.

2. Has the Vendor ever executed any document in
 relation to the property in the Irish equivalent or any other
 variant of his name.

3. Has the Vendor ever committed an act of bankruptcy
 or been adjudicated a bankrupt.

4. Purchaser will make Searches where necessary in
 the Registry of Deeds Land Registry Judgements (High
 Court Register of Judgements and Incumbrances affecting
 Real Estate) Bankruptcy Bills of Sale Sheriff's Revenue
 Sheriff's Office Companies Office and Planning Office and
 any acts appearing on any such Search must be
 explained and/or discharged (where applicable) by
 Vendor prior to or at closing.

5. Hand over now all Searches in Vendor's possession
 and furnish the Search provided for in the Contract with a
 full explanation (and discharge if applicable) of any Acts
 appearing therein.

Ditto.

Not applicable.

No.

Not applicable.

Not to Vendors knowledge. Special Condition 11 of the
 Contract for Sale applies.

Not applicable.

See Contract.

No.

No. Purchaser should make own searches.

Noted.

None such.

14. INCUMBRANCES/PROCEEDINGS

REQUISITIONS ON TITLE**REPLIES**

1. Is the property subject to any:-

Yes. Vendor is selling as mortgagee.

a. Mortgage or Charge. If so, give full particulars.
Evidence of Release or Discharge must be furnished on closing.

No.

b. Charge under the Public Health Acts as amended or extended.

No.

c. Rent charge.

No.

2. a. Has the Vendor or his predecessor in title received any Grant in respect of the property.

Not applicable.

b. If so furnish now particulars including the date of Grant approval.

Not applicable.

c. Is any part repayable.

No, but Purchaser should make own searches.

3. Has any judgement been obtained against the Vendor which is capable of being registered as a Judgement Mortgage.

Not to Vendors knowledge.

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.

No.

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.

Not applicable.

b. If so furnish now details of the interest acquired or claimed.

15. VOLUNTARY DISPOSITIONS/BANKRUPTCY

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

There are no voluntary dispositions on title.

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. A Bankruptcy Search against the Disponer.

16. TAXATION

1. a. On the death of any person on the title prior to the

Not applicable.

REQUISITIONS ON TITLE

REPLIES

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 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 the Capital Gains Tax Threshold current at the date of this contract 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 the Capital Gains Tax Threshold current at the date of this contract furnish a Certificate under

Not applicable.

Not applicable.

Not applicable.

Not applicable.

Not applicable.

Not applicable.

Not applicable.

Agreed, if applicable.

Noted.

Not applicable.

REQUISITIONS ON TITLE**REPLIES**

paragraph 11 (6) of the Fourth Schedule to the Capital Gains Tax Act 1975.

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.

Not applicable.

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:

Not applicable.

a. Was the property previously acquired after 5 April 1996 by a bona fide purchaser for 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.

Vendors tax reference number will be furnished on completion.

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

16A. VALUE ADDED TAX

1. History of Vatable Interest

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

See Special Condition 3 of the Contract for Sale.

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 VATA, 1972) on or affecting the property since 1 November 1972.

d. In relation to any VAT incurred in relation to either activities at 1.a, 1.b or 1.c above, did the Vendor become entitled to or recover any element of VAT on the acquisition or development in accordance with Section 12

REQUISITIONS ON TITLE

REPLIES

VATA, 1972.

e. Has the property at any time subsequent to recovering input VAT as indicated at 1.d 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.

2. Is the current supply vatiable.

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 a draft VAT invoice now.

4. Section 4A VATA 1972 Reverse Charge Procedure

a. On the creation of a lease of 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 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.

REQUISITIONS ON TITLE**REPLIES**

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, ejectment 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, ejectment or forfeiture.

17. NON RESIDENT VENDOR

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

18. BODY CORPORATE VENDOR

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

19. LAND ACT 1965

This entire category is being omitted as it is inapplicable to this transaction.

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.

See title.

2. If all or any of the 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.

Not applicable.

3. If all or any of the property is unregistered land the registration of which will become compulsory by virtue of this sale furnish now:

See Special Condition 17 of the Contract for Sale.

a. A map of the property complying with the requirements of the Land Registry.

REQUISITIONS ON TITLE

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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

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

22. REGISTERED PROPERTY

This entire category is being omitted as it is inapplicable to this transaction.

23. NEWLY ERECTED PROPERTY

This entire category is being omitted as it is inapplicable to this transaction.

24. FAMILY HOME PROTECTION ACT 1976 ("the 1976 Act") FAMILY LAW ACT 1995 ("the 1995 Act") AND FAMILY LAW (DIVORCE) ACT 1996 ("the 1996 Act")

1. Is the property or any part thereof the Vendor's "family home" as defined in the 1976 Act, the 1995 Act or the 1996 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 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

See Special Condition 17 of the Contract for Sale.

At Vendor's Solicitors office.

Those referred to in the Documents Schedule.

Not applicable.

See Special Condition 8 of the Contract for Sale.

Not Applicable.

Not Applicable.

No.

Not applicable.

Standard Statutory Declaration of the Vendor will be furnished on completion.

Declined.

REQUISITIONS ON TITLE**REPLIES**

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.

Not to Vendor's knowledge.

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.

Not applicable.

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.

Not applicable.

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.

Not applicable.

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.

No.

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.

Agreed on closing.

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.

Not applicable.

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.

Agreed on closing.

26. JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989 ("the 1989 Act") FAMILY LAW ACT 1995 ("the 1995 Act") AND FAMILY LAW (DIVORCE) ACT 1996 ("the 1996 Act")

1. Confirm by way of Statutory Declaration that no Application or Order has been made under the 1989 Act or the 1996 Act and that no order has been made under the 1995 Act.

Agreed on closing.

2. Confirm that this is not a "disposition" (as defined by the 1989 Act, the 1995 Act or the 1996 Act) for the purposes of defeating a claim for "financial relief" (as defined in Section 29 of the 1989 Act) or "relief" (as

Confirmed.

REQUISITIONS ON TITLE**REPLIES**

defined in Section 35 of the 1995 Act and Section 37 of the 1996 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.

27. LOCAL GOVERNMENT (PLANNING & DEVELOPMENT) ACT 1963 ("the Planning Acts")

1. Has there been in relation to the property any development (including change of use or exempted development) within the meaning of the Planning Acts 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).
- d. Evidence of Compliance with the financial conditions by way of letter/receipt from the Local Authority.
- 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.
- 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.

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.

4. Is the property subject to:-

- a. Any Special Amenity Area Preservation Conservation or any other order under the Planning Acts which affect the property or any part thereof.
- 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.

Not applicable.

Standard Declaration of the Receiver will be furnished on completion.

This Requisition has been precluded by the Contract for Sale - See Special Condition 10 of the Contract for Sale.

REQUISITIONS ON TITLE

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5. Is there any unauthorised development as defined in the Planning Acts.
6. If there is any such unauthorised development furnish prior to closing:-
- a. A retention permission for such development and
 - b. (Save where the retention permission relates only to a change of use and there were no conditions attached to said permission or was granted in respect of a private house more than ten years ago) satisfactory evidence from an Architect/Engineer that the drawings submitted on the application for retention correctly show the structure (s) as built and that the conditions (if any) attached to the retention permission have been complied with.
 - c. If applicable satisfactory evidence 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.
8. Has the property been used for each of the uses aforesaid without material change continuously since the 1st day of October 1964.
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.
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.
- b. If so furnish now copy of same.
11. a. Has there been any application for or award of compensation under the Planning Acts.
- b. If so furnish now copy of same.
 - 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.
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 31st of December 1992.
- 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 Compliance.

REQUISITIONS ON TITLE

REPLIES

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

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.

4. 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.

5. 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.

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.

This Requisition has been precluded by the Contract for Sale - See Special Condition 10 of the Contract for Sale.

29. FIRE SERVICES ACT 1981 ("the Act")

1. a. Have any Notices been served under the Act.
- b. If so furnish now copies of same.
- c. Are there any proceedings pending under the Act.
2. a. Has the property ever been inspected by the Fire Authority for the functional area within which the property is situate.
- b. If so what were its requirements.
3. Furnish Architect's/Engineer's Certificate of substantial Compliance with any such notices or requirements.

This Requisition has been precluded by Special Condition 19 of the Contract for Sale.

30. SAFETY HEALTH AND WELFARE AT WORK (CONSTRUCTION) REGULATIONS 1995 ("the Regulations")

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 construction stage (as defined in the Regulations) was subsequent to 1 March 1996.
2. If so furnish now copy Safety File containing the information required by the Regulations and furnish (if applicable) original Safety File on completion.

This Requisition has been precluded by the Contract for Sale - See Special Condition 18 of the Contract for Sale.

31. 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.

This Requisition has been precluded by the Contract for Sale - See Special Condition 13 of the Contract for Sale.

REQUISITIONS ON TITLE

REPLIES

32. FOOD HYGIENE REGULATIONS

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

33. LEASEHOLD/FEE FARM GRANT PROPERTY

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

See title furnished.

2. Prove performance and observance of the covenants and conditions contained in the Lease/Fee Farm Grant.

Declined.

3. Has any Notice affecting the property been served by the Lessor/Grantor.

Not to Vendor's knowledge.

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.

Ditto.

5. Produce for inspection and hand over at closing the last receipt for rent payable.

Declined.

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.

Declined.

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:

Declined.

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.

Declined.

9. Furnish the consent of the Landlord to the Assignment (if applicable) by way of endorsement on the Deed.

Declined.

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.

No.

2. If so what is the nature of the application i.e. is it by way of Vesting Certificate or otherwise.

Not applicable.

REQUISITIONS ON TITLE**REPLIES**

3. If it is by way of Vesting Certificate furnish copy thereof (if issued).

Not applicable.

4. If the Vesting Certificate has not issued confirm whether the application for the vesting is being processed by way of consent or arbitration.

Not applicable.

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.

Not applicable.

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.

Not applicable.

7. If the Vesting Certificate has not been registered arrange to have registration effected prior to completion.

Not applicable.

8. If the Vendor has taken steps to acquire the Fee Simple and the acquisition is not by way of Vesting Certificate furnish details.

Not applicable.

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

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

36. NEW FLATS/NEW MANAGED PROPERTIES (In a development hereinafter described as "the Estate")

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

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

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

38. TAX BASED INCENTIVES/DESIGNATED AREAS

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

39. MILK QUOTAS

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

40. LICENSING

REQUISITIONS ON TITLE

REPLIES

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

41. RESTAURANT/HOTEL

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

42. SPECIAL RESTAURANT LICENCE

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

43. DANCING MUSIC AND SINGING

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

44. COMPLETION

Hand over on closing the following documents:-

1. Such documents as arise from the foregoing
2. Deed of Assurance to the Purchaser
3. Vendor's tax number and tax type
4. Family Law Declaration of Vendor
5. Documents per the Documents Schedule of the Contract for Sale.
6. Copy letter to the Rating Authority

1. Agreed as per replies.
2. Agreed.
3. Agreed.
4. Agreed.
5. Agreed.
6. Agreed.

45. ADDITIONS/NOTES

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 3rd day of June 2015

Solicitor for Purchaser

Noted but not admitted.

Dated the 3rd day of June 2015

Kane Tuohy Solicitors.

Solicitor for Vendor

Kane Tuohy
Solicitors
The Malt House North
Grand Canal Quay
Dublin 2
DX 262

VENDOR: Allied Irish Banks, p.l.c.

PURCHASER:

PROPERTY: Market Street, Clifden, Co.Galway

**OBJECTIONS AND REQUISITIONS
ON TITLE**