

# OBJECTIONS AND REQUISITIONS ON TITLE

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2015 EDITION



VENDOR: \_\_\_\_\_

P.P.S. No./Tax No.: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

P.P.S. No./Tax No. : \_\_\_\_\_

PROPERTY: \_\_\_\_\_

YOUR REF: \_\_\_\_\_

OUR REF: \_\_\_\_\_



# INDEX TO REQUISITIONS ON TITLE

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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**

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.
2. Which of the boundaries belong to the property and which are party.
3. In relation to boundaries:
  - a. Furnish now any agreements as to repair maintenance or otherwise.
  - b. Are there are disputes with any adjoining owner.
4. Is the property registered under HomeBond, Premier, or alternative policy/scheme.
5. If so, and if still in force, furnish now guarantee certificate/final notice.

### 2. SERVICES

1. Is the property serviced with:
  - a. Drainage
    - (i) if so, please state whether by mains, septic tank or other
    - (ii) if by septic tank, furnish evidence of registration of domestic waste water treatment system with Protect Our Water
    - (iii) if other, furnish details and evidence of registration of the system and/or water services licence (as applicable)
  - b. Water
    - (i) if so, please state whether by mains, well, group water scheme or other
    - (ii) if not by mains, pursuant to the provisions of the Water Services Acts as amended furnish water services licence (if applicable)
  - c. Electricity
  - d. Telephone
  - e. Gas
2. Have the services (including roads lanes footpaths sewers and drains) abutting and servicing the property been taken over by the local authority.

3. Furnish letter from the local authority or Vendor's solicitor's certificate based on an inspection of the local authority records or personal knowledge certifying the position.
4. If the services are not in charge furnish an indemnity under seal.
5. If an indemnity has been given to the Vendor 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 or turbary right or other profit a prendre or any reservation covenant condition or restriction or to any right of any kind.
  - 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.

### 4. OBLIGATIONS/PRIVILEGES

1. Is any road path drain wire cable pipe boundary 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.

### 5. FORESTRY

1.
  - a. Is there any timber felling licence in existence.
  - b. If so, furnish now any such licence.
2.
  - a. Is there any unfulfilled condition requiring the planting or replanting of timber under the provisions of the Forestry Acts.
  - b. Give full details of such obligation.
3.
  - a. Have any forestry grants been obtained.

- b. If so, furnish details and state whether any portion of the grant still remains payable.
- c. If any forestry grants have been obtained, furnish on completion the relevant Department of Agriculture Food and the Marine indemnity form completed by the Vendor.
- 4. a. Is there any agreement affecting the right to fell trees for a definite or indefinite period?
- b. If so, give details.
- 5. a. Is the Vendor aware of any breach of the Forestry Acts and/or if any proceedings have been threatened, notified or issued.
- b. If so, furnish details.

## 6. FISHING

- 1. Licence
  - a. Is the property subject to a licence to fish.
  - b. If so, furnish details including a copy of any written evidence of such licence.
  - c. Are there conditions attached to the time or manner in which the licence may be revoked.
  - d. If so, give details.
- 2. Rights
  - a. (i) Is the property subject to any right to fish.
  - (ii) If so, furnish details including a copy of any written evidence of such right.
  - b. (i) Is any right of way or other easement exercised in connection with such right to fish.
  - (ii) If so, when was it first exercised.
  - (iii) If so, give details including a copy of any written evidence of such easement.
  - c. Furnish statutory declaration stating when such right to fish and any right of way or related easement was last exercised.

## 7. SPORTING

- 1. Licence
  - a. Is the property subject to a sporting licence.
  - b. If so, furnish details including copy of any written evidence of such licence.
  - c. Are there conditions attached to the time or manner in which the licence may be revoked.
  - d. If so, give details.



## 2. Rights

- a. (i) Is the property subject to any sporting right.
- (ii) If so, furnish details including a copy of any written evidence of such right.
- b. (i) Is any right of way or other easement exercised in connection with such sporting right.
- (ii) If so, when was it first exercised.
- (iii) If so, give details including a copy of any written evidence of such easement.
- c. Furnish statutory declaration stating when such sporting right and any right of way or related easement was last exercised.

**8. POSSESSION**

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

**9. TENANCIES - BOTH RESIDENTIAL AND COMMERCIAL**

- 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 (Amendment) Act 1994 furnish now copy of same and original on closing.
- e. If the landlord and tenant have entered into any other agreements furnish now a copy of same and original(s) on closing.
- 2. When exactly did the tenant commence occupation of the property.
- 3. a. Furnish now names of tenants, the rents payable and the gale days.
- b. Please furnish details of how the rent is paid by the tenant to the Vendor.
- 4. a. Was any security deposit paid by the tenant at the commencement of the tenancy.
- b. If so, furnish the amount thereof to the Purchaser on closing.
- c. If a deposit is not held by the Vendor furnish written confirmation by the tenant that no deposit was paid.
- 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. a. Please confirm whether or not the tenant and the Vendor are in compliance with their respective obligations under the lease or tenancy agreement and/or (if applicable) under the Residential Tenancies Act 2004 as amended.
- b. If not, furnish details of any non-compliance.
8. On closing hand over letters addressed to tenants notifying them of the sale and authorising payment of rents to the Purchaser.

#### 10. TENANCIES - RESIDENTIAL ONLY

Residential Tenancies Act 2004 as amended ("the 2004 Act")

1. a. Does the property or any part of it come within the definition of a "dwelling" as defined in the the 2004 Act.
- b. If so, please furnish details of all tenancies to which the 2004 Act applies.
2. Please confirm the commencement date of the tenancy and, if more than one, the commencement date of each tenancy.
3. a. Confirm whether or not each tenancy has been registered with the Private Residential Tenancies Board ("PRTB") and furnish the registration reference number.
- b. If they/it have not been registered, confirm the Vendor shall register same on or before closing and produce, on or before closing, the registration reference number of each tenancy.
4. a. Confirm whether or not any dispute has been referred to or is currently before the PRTB.
- b. If so, please furnish full details including copies of any relevant orders.
- c. If there is a dispute currently before the PRTB, furnish now all documentation in respect of same together with the PRTB reference numbers.
- d. Confirm the Vendor shall furnish on closing an indemnity in favour of the Purchaser in respect of any dispute that is before the PRTB in respect of the property indemnifying the Purchaser from any damages and/or costs awarded in relation to the dispute.
5. Please furnish any notices that may have been served either by the tenant or the Vendor on the other.
6. Has a rent review taken place under the provisions of the 2004 Act.

7. If so, furnish details of when the rent review took place, the outcome of same and all documentation relating to same.

**Landlord and Tenant (Amendment) Act 1980 as amended ("the 1980 Act")**

8. a. Is the property or any part of it a dwelling to which the 1980 Act applies.
- b. If so, please confirm whether the tenant applied prior to 1 September 2009 for a long occupation equity lease under the 1980 Act.
- c. If so, please furnish all details in respect of same and any court application that may have been made.
- d. If not, please advise whether or not any notices under the 1980 Act were served on the Vendor of the tenant's intention to claim such a lease under Section 20 of the 1980 Act.
- e. If such notice was served, furnish details now.

**Housing (Private Rented Dwellings) Acts 1982-1983 ("the Acts")**

9. a. If the property or any part of it is a dwelling within the meaning of the Acts furnish now in respect of each tenant:
- (i) The date the tenant commenced to occupy the dwelling.
  - (ii) The age and marital status of the tenant.
  - (iii) The names and ages of those members of the tenant's family (within the meaning of the Acts) ordinarily residing in the dwelling.
  - (iv) Particulars showing the basic rent of the dwelling pursuant to the Rent Restriction Acts 1960 to 1967.
  - (v) Copies of all notices served on or by the tenant.
  - (vi) Copies of any orders determining the basic rent of the dwelling or any part thereof.
- b. Confirm that the Vendor is the landlord within the meaning of the Acts.
- c. Furnish now:
- (i) Tenancy agreement.
  - (ii) Certificate of registration with the local authority.
  - (iii) Certificates of registration of changes in terms of tenancy (if any) with the local authority.
  - (iv) Certified copy court order or
  - (v) Certified copy decision of rent tribunal or
  - (vi) Certified copy decision of rent officer.

- d. (i) Has the rent of any tenancy been increased pursuant to Section 11(2) of the 1982 Act.
- (ii) If so, vouch compliance therewith by furnishing statutory declaration of the landlord or his agent and certificate of registration.
- e. Confirm that a rent book has been furnished to each tenant in compliance with the Regulations pursuant to the 1982 Act.
- f. (i) Have any of the tenants made any improvement within the meaning of the Acts.
- (ii) If so, have these improvements been taken into account in determining the rent.
- (iii) If so, what proportion of the rent (if any) has been attributable to such improvements and how was this calculated.

### 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 the property subject to commercial rates to which Section 32 of the Local Government Reform Act 2014 applies.
- b. If so, furnish now evidence of the sum due to the local authority in respect of commercial rates, including any penalty charge that has arisen under Section 32 of the Local Government Reform Act 2014.
- c. Furnish on closing receipt/evidence of discharge of same.
6. 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.
7. Give particulars of any other periodic charge annual charge or rent charge which affects the property or any part of it.
8. Furnish receipts to last accountable date in respect of all outgoings.
9. Furnish apportionment account together with vouchers necessary to vouch same.

10. In respect of non-residential property 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 or issue any certificate or make any order relating to the property or any part of it under the -
- Agricultural Credit Acts
  - Air Pollution Act
  - Building Control Acts
  - Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010
  - Conveyancing Acts
  - Derelict Sites Acts
  - Electricity Supply Acts
  - Environmental Agency Act
  - Finance (Local Property Tax) Acts
  - Fire Brigade Acts
  - Fire Services Acts
  - Forestry Acts
  - Gas Acts
  - Housing Acts
  - Housing (Private Rented Dwellings) Acts
  - Labourers Acts
  - Land Acts
  - Land & Conveyancing Law Reform Acts
  - Landlord and Tenant Acts
  - Local Government (Charges) Acts
  - Local Government (Household Charge) Acts
  - Local Government (Planning and Development) Acts
  - Local Government (Sanitary Services) Acts
  - Local Government Reform Act 2014
  - Mineral Development Acts
  - Multi-Unit Developments Act 2011
  - National Asset Management Agency Act 2009
  - National Monuments Acts
  - Office Premises Act
  - Petroleum and other Minerals Development Acts
  - Planning and Development Acts
  - Public Health Acts
  - Registration of Title Acts

Rent Restrictions Acts  
 Residential Tenancies Acts  
 Safety in Industry Acts  
 Succession Act  
 Taxes Consolidation Acts  
 Water Pollution Act  
 Water Services Acts  
 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. a. Has the Vendor ever committed an act of bankruptcy or been adjudicated a bankrupt in any EU jurisdiction.
  - b. If so, furnish details and state if the vendor has been discharged from bankruptcy.
  - c. Has the Vendor ever entered into a personal insolvency arrangement in any EU jurisdiction.
  - d. If so, furnish details and state if the vendor has been discharged from insolvency.
4. Purchaser will make appropriate searches to include but not limited to the Registry of Deeds, Land Registry, Judgements (High Court Register of Judgments and Incumbrances affecting Real Estate), Bankruptcy, Register of EU Personal Insolvencies, Register of Debt Relief Notices, Register of Protective Certificates, Register of Debt Settlement Arrangements, Register of Personal Insolvency Arrangements, Bills of Sale Sheriff's Office, 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 the 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.

#### 14. INCUMBRANCES/PROCEEDINGS

1. a. Is the property subject to any mortgage or charge.
  - b. If so, give full particulars.
  - c. Evidence of release or discharge must be furnished on closing.
2. In relation to residential property or property with a residential element:
  - a. NPPR
    - (i) (a) Was the property liable to the Non-Principal Private Residence (NPPR) charge on any liability date (31 July 2009, 31 March 2010, 31 March 2010, 31 March 2011, 31 March 2012, 31 March 2013) since the Local Government (Charges) Act 2009 as amended ("the 2009 Act") came into effect.
      - (b) If so, furnish on closing certificate of discharge in respect of each relevant liability date.
    - (ii) (a) If not, did the circumstances giving rise to an exemption apply.
      - (b) If so, furnish on closing certificate of exemption in respect of each relevant liability date.
    - (iii) (a) If at any liability date the property was not liable to the NPPR charge because it did not meet the definition of "residential property" as set out in the 2009 Act, furnish now copy statutory declaration by the owner at each relevant liability date showing why the NPPR charge was not payable.
      - (b) Furnish the original of such declaration(s) on closing.
  - b. Household charge
    - (i) (a) Was the property liable to the household charge on the liability date (01 January 2012) under the Local Government (Household Charge) Act 2011 as amended ("the 2011 Act").
      - (b) If so, furnish on closing certificate of discharge or other evidence of payment.
    - (ii) (a) If not, did the circumstances giving rise to either an exemption or a waiver apply.
      - (b) If so, furnish on closing certificate of exemption or certificate of waiver.

- (iii) (a) If the property was not liable to the household charge because it did not meet the definition of “residential property” as set out in the 2011 Act, furnish now copy statutory declaration by the owner showing why the household charge was not payable.
- (b) Furnish the original of such declaration(s) on closing.
- c. LPT
- (i) (a) Was the property liable to local property tax (LPT) on any liability date since the Finance (Local Property Tax) Act 2012 as amended came into effect.
- (b) If so, furnish on closing confirmation from Revenue by way of printout from Revenue’s online system that there are no outstanding amounts for LPT payable.
- (ii) (a) If at any liability date the property was not liable to LPT furnish now statutory declaration by the owner at each relevant liability date showing why LPT was not payable together with (where applicable) a copy of confirmation from Revenue by way of printout from Revenue’s online system that there are no outstanding amounts for LPT payable.
- (b) Furnish the original of such declarations(s) on closing.
- (iii) If the Vendor is applying for specific Revenue clearance, please furnish same on or prior to closing.
3. a. Has the Vendor or his predecessor in title received any grant in respect of the property.
- b. If so, furnish now particulars including the date of grant approval.
- c. Is any part re-payable.
4. Has any judgment been obtained against the Vendor which is capable of being registered as a judgment mortgage.
5. 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.
6. 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.



**15. VOLUNTARY DISPOSITIONS/BANKRUPTCY**

1. Is there a voluntary disposition on title.
2. If so, furnish now in respect of each such disposition:
  - a. A statutory declaration from the disponent that the disposition was made bona fide for the purpose of benefiting the disponent and without fraudulent intent to delay hinder or defraud 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 disponent that at the date of the disposition the disponent was solvent and able to meet his/her debts and liabilities without recourse to the property disposed of.
  - c. A bankruptcy search against the disponent.

**16. TAXATION****Estate Duty**

1. a. On the death of any person on the title prior to 01 April 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.

**Capital Acquisitions Tax**

2. 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 62 (2) of the Capital Acquisitions Tax Consolidation Act 2003 as amended by Section 128 of the Finance Act 2008.

**Capital Gains Tax**

3. If the consideration exceeds the capital gains tax threshold current at the date of the contract either in this sale or in the aggregate of this and previous sales between the parties hereto furnish an appropriate certificate referred to in subsection 4(b) and issued under subsection 8(a) or 8A of Section 980 of the Taxes Consolidation Act 1997 as amended.
4. In the event of such certificate not being furnished on or prior to completion the Purchaser shall be bound to deduct and pay to the Revenue Commissioners 15% of the total consideration.

5. 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 an appropriate certificate as referred to in subsection 4(b) and issued under subsection 8(b) or 8A of Section 980 of the Taxes Consolidation Act 1997 as amended.
6. In the event of the certificate referred to at 16.5 not being furnished the Purchaser shall be bound to give notice to the Revenue Commissioners of particulars of the transaction in accordance with Section 980 of the Taxes Consolidation Act 1997 and to enable the Purchaser to comply with that section the Vendor shall provide 15% of the estimated market value of the property to the Purchaser on closing.

#### Stamp Duty

7. Furnish on closing details of the Vendor's tax number and tax type and property ID number for LPT, all duly vouched.
8. If the property is partially residential, furnish now draft stamp duty apportionment form, with Vendor's section completed, for consideration together with estate agent's valuation to vouch.

#### Probate Tax

9. Furnish a certificate of discharge from probate tax for any deaths on title between 18 June 1993 and 06 December 2000 where the surviving spouse inherited a life interest that will now cease or has ceased within the last 12 years.

#### Value Added Tax

10. Confirm that all documents to be handed over under the contract and pursuant to the provisions of the VAT Consolidated Act 2010 as amended and the replies to Pre-Contract VAT Enquiries have been delivered to the Purchaser or will be delivered to the Purchaser at closing.

### 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 644(2) of the Taxes Consolidation Act 1997.
  - b. On closing furnish Vendor's confirmation 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 ON TITLE**

1. Confirm that the Vendor is incorporated in the state.
2.
  - a. Furnish now in relation to the Vendor and any other body corporate on title:  
Certified copy certificate of incorporation together with memorandum and 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. Furnish now in relation to the Vendor:  
Copies of all existing mortgages charges debentures receiverships and winding up notices.
3. Furnish on closing in relation to the Vendor:
  - a. Certificate of company secretary that the Vendor 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 Vendor has been passed and that no notice of a meeting at which it is proposed to wind up the Vendor has issued or been published and that no petition has been presented or is pending to wind up the Vendor and no steps have been taken to place the Vendor in receivership or to have a receiver or an examiner appointed.
  - c. Certificate of company secretary
    - (i) that neither the Vendor nor any of its directors or secretary is a company or a person to whom Chapter 1 or Chapter 2 of Part VII of the Companies Act, 1990 applies and
    - (ii) that no notice of intention to apply to the court or to institute civil or criminal proceedings has been served.
4. If the Vendor 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.
5.
  - 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 transactions on title since 1 February 1991 (including this transaction) involving such an arrangement furnish now
    - (i) a resolution in general meeting of the relevant company and, where required, a resolution in general meeting of its holding company, approving the arrangement, or

(ii) evidence of compliance with Section 29 (3) (c) of the Companies Act 1990

for the purpose of affirming the arrangement.

6. 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 Companies Act 1990 furnish certificate of company secretary/auditors to this effect and identifying the nature of the particular exception.

### 19. LAND ACTS 1965 TO 2005

1. Furnish now copy of any vesting order made under Section 13 of the Land Act 1965 to provide for consolidation with the property sold.
2. If the property is subject to a land purchase annuity or land reclamation annuity of more than €200 furnish now certificate of redemption value with evidence that it has been redeemed in full.
3. a. If the title is not yet registered in the Land Registry confirm that there are no outstanding consents pursuant to Section 12 or Section 45 of the Land Act 1965 in relation to any transaction prior to 04 November 2005.
- b. If there are any outstanding consents furnish a letter from the Department of Agriculture Food and the Marine confirming that if the relevant consents had been applied for prior to the commencement of the Land Act 2005 consent would have been forthcoming.

### 20. UNREGISTERED PROPERTY

1. Furnish now a written assent by the personal representative of any person on the title who died after 31 May 1959.
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.
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 a map of the property duly marked complying with Land Registry mapping requirements.
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. Copy of 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 burden under that section affect the property.
  - e. Draft affidavit to convert possessory title to absolute where relevant.
  - f. In the case of a transfer of part of a folio a map of the property duly marked complying with Land Registry mapping requirements.
2. Furnish on closing:
  - a. Certified copy folio written up to date.
  - b. Land Registry map/file plan
  - c. In the case of the transfer of part of a folio a map of the property duly marked complying with Land Registry mapping requirements together with an undertaking by the Vendor to discharge Land Registry mapping queries to include payment of Land Registry mapping fees.
  - d. Certificate of redemption value.
  - e. Section 72 declaration
  - f. If the title is possessory or qualified affidavit or sufficient evidence to enable the Purchaser to convert it to absolute.
3. Confirm that Vendor is the registered owner.
4. Have any dealings been registered on the folio or any dealings pending which are not shown on the folio furnished.

**23. FAMILY HOME PROTECTION ACT 1976 (“the 1976 Act”), FAMILY LAW ACT 1995 (“the 1995 Act”), FAMILY LAW (DIVORCE) ACT 1996 (“the 1996 Act”) AND CIVIL PARTNERSHIP AND CERTAIN RIGHTS AND OBLIGATIONS OF CO-HABITANTS ACT 2010 (“the 2010 Act”)**

1. Is the property or any part thereof the Vendor’s “family home” or “shared home” as defined in either the 1976 Act, the 1995 Act, the 1996 Act or the 2010 Act.
2. If the answer to 23.1 is yes, furnish the prior written consent of the Vendor’s spouse / civil partner and verify the marriage / civil partnership by statutory declaration exhibiting therein copy civil marriage certificate / copy civil partnership registration certificate and furnish draft declaration and copy exhibit now for approval.
3. If the answer to 23.1 is no, 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 and the 2010 Act) of unregistered property made by married persons on title on or after 12 July 1976 and by civil partners on title on or after 01 January 2011 furnish now
  - a. the prior written consent, statutory declaration and exhibit mentioned in 23.2 or
  - b. the statutory declaration mentioned in 23.3 or
  - c. a statutory declaration complying with Section 54 of the 1995 Act and Section 28 of the 2010 Act as appropriate.

**24. FAMILY LAW ACT 1981 (“the 1981 Act”) AND 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 24.1 is no, 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.
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.
5. In respect of any disposition of unregistered property on title since 23 June 1981 furnish now
  - a. the statutory declaration mentioned in 24.2 or

- b. the release and assurance mentioned in 24.3 as appropriate, and
- c. the statutory declaration mentioned in 24.4.

**25. JUDICIAL SEPARATION AND FAMILY LAW REFORM ACT 1989 (“the 1989 Act”), FAMILY LAW ACT 1995 (“the 1995 Act”), FAMILY LAW (DIVORCE) ACT 1996 (“the 1996 Act”) AND CIVIL PARTNERSHIP AND CERTAIN RIGHTS AND OBLIGATIONS OF COHABITANTS ACT 2010 (“the 2010 Act”)**

1. Confirm by way of statutory declaration that no application or order has been made under the 1989 Act, the 1996 Act or the 2010 Act and that no order has been made under the 1995 Act affecting the property.
2. Confirm by way of statutory declaration that this is not a “disposition” (as defined by the 1989 Act, the 1995 Act, the 1996 Act or the 2010 Act) of the property 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, Section 37 of the 1996 Act and Section 137 of the 2010 Act).
3. If the Vendor acquired the property after 19 September 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 a draft of the statutory declaration mentioned in 25.1 and 25.2 in respect of the current sale of the property and, in respect of unregistered property, copies of all such statutory declarations in respect of all previous dispositions of the property on title since the 1989 Act, the 1995 Act, the 1996 Act and the 2010 Act came into operation.

**26. LOCAL GOVERNMENT (PLANNING AND DEVELOPMENT) ACTS 1963 TO 1999 AND PLANNING AND DEVELOPMENT ACTS 2000 TO 2014 (“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 01 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. a. Is the permission a permission which would have withered but for the provisions of Section 4 of the Planning and Development (Amendment) Act 2002.
- b. If the said permission is a permission which would have withered in the circumstances outlined in paragraph a. above, please state whether a levy has been paid or is still payable to the planning authority in the sum of 1% of the sale price if the sale price is equal to or in excess of €270,000.00 or 0.5% of the sale price if the sale price is less than that amount.
- c. Please furnish local authority receipt for payment of the levy (if applicable).
- d. If it is stated that no levy is payable, please state the reasons.
4. In respect of developments completed after 01 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.
5. Is the property or any part of it:
- a. Situate in
- an architectural conservation area
  - an area of special planning control
  - an area of special amenity
  - a landscape conservation area
  - a strategic development zone
- or other area designated under the Planning Acts for any specific purpose or objective.
- b. Subject to 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.
- c. A protected structure or proposed protected structure as defined in the Planning Acts.
- d. Subject to any tree preservation orders.
6. a. Is there any unauthorised development as defined in the Planning Acts.



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- b. Has any warning notice or enforcement notice been served by the planning authority, or is the Vendor aware of any proposal to serve any such notice.
  - c. Have any proceedings been initiated or threatened by any party alleging any breach of planning.
  - d. Has any written request or acquisition notice been served on the Vendor (or to the Vendor's knowledge, on any predecessors in title) indicating the planning authority's intention to acquire the property or any part of it or is the Vendor aware of any proposal to serve such a request or notice.
7. 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 of compliance 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 Building Bye-Laws or with the Regulations made under the Building Control Acts 1990 to 2014.
  - d. If the unauthorised development is such that Part XA of the Planning and Development Act 2000 as amended applies, provide copies of the substitute consent.
8. What is/are the present use/uses of the property.
9. Has the property been used for each of the uses aforesaid without material change continuously since 01 October 1964.
10. Give particulars of any application for permission (including retention permission) and/or approval under the Planning Acts and the Building Bye Laws and state the result thereof.
11. a. Has any agreement been entered into with the planning authority pursuant to Section 38 of the Local Government (Planning and Development) Act 1963 ("the 1963 Planning Act") or Section 47 of the Planning and Development Act 2000 restricting or regulating the development or use of the property.
    - b. If so, furnish now copy of same.
  12. 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 72 of the 1963 Planning Act, Section 9 of the Local Government (Planning and Development) Act 1990 or Section 188 of the Planning and Development Act 2000 prohibiting development of the property under Section 189 of the Planning and Development Act 2000.
  - d. If so, furnish details now.
13. a. If any development was carried out prior to 13 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 13 December 1989 and that no notice under Section 22 of the Building Control Act 1990 was served by the building control authority between 01 June 1992 and 01 December 1992.
- b. Has there been any development carried out since 13 December 1989 with the benefit of Building Bye-Law approval.
  - c. If so, furnish now copy of same and draft architect's/engineer's opinion of compliance.
14. Furnish now statutory declaration by a competent person evidencing user of the property from 01 October 1964 to date.

**27. BUILDING CONTROL ACTS 1990 TO 2014 AND ANY REGULATIONS ORDER OR INSTRUMENT THEREUNDER (REFERRED TO COLLECTIVELY AS "the Regulations")**

- 1. Is the property or any part thereof affected by any 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. 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 same.
- 4. a. If a commencement notice was lodged with the building control authority on or after 01 March 2014 and Part III C of the Building Control Regulations 1997 (as inserted by the Building Control (Amendment) Regulations 2014) ("Part III C") applies, furnish now a copy (or certified copy if the certificate on the building control authority register is not accessible to the public) of the certificate of compliance on completion in the form prescribed by the Building Control (Amendment) Regulations 2014, together with evidence that it was registered by the building control authority.

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- b. If a commencement notice was lodged with the building control authority on or after 01 March 2014 and Part III C does not apply, furnish now a certificate that the property is exempt from the requirements of Part III C and a certificate / opinion of compliance by a competent person confirming that all necessary requirements of the Regulations have been met.
  - c. If the property is affected by the Regulations and neither of the circumstances described in a. or b. above apply, furnish now a certificate / opinion of compliance by a competent person confirming that all necessary requirements of the Regulations have been met.
5. If the property is such that a fire safety certificate or a revised fire safety certificate or a disability access certificate or a revised disability access certificate or a regularisation certificate is one of the requirements of the Regulations and the Building Control (Amendment) Regulations 2014 do not apply:
- a. Furnish a copy of the fire safety certificate or the revised fire safety certificate or the disability access certificate or the revised disability access certificate or the regularisation certificate.
  - b. Confirm that no appeal was made by the applicant for such certificate(s) against any of the conditions imposed by the building control authority in such fire safety certificate, revised fire safety certificate, disability access certificate, revised disability access certificate or regularisation certificate.
6. a. Has any enforcement notice under Section 8 of the Building Control Act 1990 as amended been served.
- b. If so, furnish now a copy of the notice and a certificate / opinion 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 as amended furnish details of the result of such application.
8. a. Has any application been made to the Circuit Court or the High Court under Section 12 of the Building Control Act 1990 as amended.
- 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 / opinion of a competent person.

**28. SAFETY HEALTH AND WELFARE AT WORK  
(CONSTRUCTION) REGULATIONS 1995, 2001  
AND 2003, 2006 TO 2013 AND 2013 (EACH THE  
"Safety Regulations")**

1. Has any construction work been undertaken by the client at or in the property where the construction stage was subsequent to 01 March 1996 (construction work, client and construction stage each meaning as defined in the Safety Regulations in force at the relevant time).
2. If so, furnish now copy safety file or confirm where the safety file containing the information required by the relevant Safety Regulations in force at the date of such work is available for inspection.

**29. NEWLY ERECTED PROPERTY**

1. Furnish now
  - 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. Draft indemnity in relation to roads footpaths sewers and all services.
  - e. Draft indemnity in relation to defects.
  - f. Evidence of registration with HomeBond, Premier or alternative policy/scheme together with a copy of the policy document.
2. At closing hand over:
  - a. Original assurance duly completed and a certificate of compliance with the building or other covenants endorsed thereon.
  - b. Architect's statutory declaration of identity in accordance with 29.1.c.
  - c. Indemnity under seal in relation to roads footpaths sewers and all services.
  - d. Indemnity under seal in relation to defects.
  - e. Architect's certificate confirming that all buildings have been erected within the confines of the site as per the deed map.
  - f. The final certification with HomeBond, Premier or alternative policy/scheme.
3. If the property is registered land furnish in addition certified copy of the assurance.



**30. FIRE SERVICES ACT 1981 AND 2003 (“the Fire Services Acts”)**

1. a. Have any notices been served under the Fire Services Acts.  
b. If so, furnish now copies of same.  
c. Are there any proceedings pending under the Fire Services Acts.
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.





**31. ENVIRONMENTAL**

1. a. Is the property a European Site as defined in the Planning and Development Acts 2000 to 2014.  
b. If so, give full particulars.
2. Is the Vendor aware of any European Site in the vicinity of the property which designation restricts any activity or use of the property.
3. 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 any "Environmental Laws" (meaning all laws (whether criminal, civil or administrative) including common law, statutes, regulations, statutory instruments, directives, bye-laws, orders, codes and judgements having the force of law in Ireland concerning environmental matters, control and prevention of pollution, protection or preservation or improvement of the environment.
4. If so, furnish copies, with evidence of compliance therewith.
5. a. Is the Vendor aware of any breach of any Environmental Laws in respect of the property.  
b. If so, give full particulars.
6. Has any permit, licence or consent issued under Environmental Laws in respect of the property or any activity carried out therein.
7. If so, furnish copies, with evidence of compliance therewith.
8. Is the Vendor aware of any form of waste as defined under the Waste Management Acts 1996 to 2011 (and including any noxious, deleterious, harmful or polluting matter) in the property which will not be removed by the Vendor prior to completion of the sale.
9. If so, provide details.



**32. FOOD AND FOOD HYGIENE**

1.
  - a. Is the use of the property one which required to be registered with the local health authority pursuant to the Food Hygiene Regulations 1950 as amended.
  - b. If so, furnish now copy evidence of registration.
  - c. Furnish evidence of compliance with any requirements or undertakings relating to such registration.
2.
  - a. Is the use of the property one to which the European Communities (Hygiene of Foodstuffs) Regulations 2006 as amended or the European Communities (Food and Feed Hygiene) Regulations 2009 as amended applies.
  - b. If so, furnish now evidence of registration with the competent authority for registration together with relevant approval of the competent authority or official agency of the Food Safety Authority together with evidence of compliance with any requirements relating to such registration and approval.
3.
  - a. Have there been any inspections of the property subsequent to registration with the competent authority.
  - b. Furnish copies of any correspondence from the competent inspecting authority in relation to such inspections.
  - c. Has any notice been served or order obtained by the competent authority, health authority, the Food Safety Authority or any official agency of the Food Safety Authority or has the Vendor or his agents any information of an intention to serve any such notice or obtain any such order.
  - d. If any such notices have been received or if any such orders have been made, furnish now full copies thereof stating whether same have been complied with either in full or in part.
  - e. With regard to any such notices or orders furnish details of any undertakings given in respect thereof.



**33. LEASEHOLD/FEE FARM GRANT PROPERTY**

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 Rents) Act 1967 as amended ("the 1967 Act")

1. Has the Vendor taken any steps to acquire the fee simple under the 1967 Act procedure. If so state:-
  - a. If the application is based on the property being
    - (i) A dwelling
    - or
    - (ii) A commercial property
  - b. If the application is based on compliance with the conditions set out in
    - (i) Sections 9 and 10 of the Landlord and Tenant (Ground Rents) (No. 2) Act 1978 ("the 1978 Act")
    - or
    - (ii) Section 15 of the 1978 Act
2. If the conditions in Section 9 of the 1978 Act are complied with state which, if any, of the alternative provisions of Section 10 of the 1978 Act are relied on.
3. Furnish a copy of:
  - a. Any notice served by the Vendor and
  - b. Any written response from the landlord or any party holding a superior interest.
4. Confirm that the application is not affected by any of the restrictions set out in Section 16 of the 1978 Act as amended.
5. If the conditions in Section 15 of the 1978 Act are relied on and complied with state
  - a. The nature of the yearly tenancy relied on as described in Section 15 (b) of the Act
  - b. The basis on which the land otherwise qualifies under the section.
6. Furnish a copy of any draft conveyance in connection with the application.

Under Part III of the Landlord and Tenant (Ground Rents) (No. 2) Act 1978 ("the 1978 Act")

7. a. Has the Vendor taken any steps to acquire the fee simple under the 1978 Act procedure.
  - b. If a vesting certificate has been applied for but has not issued confirm whether the application for the vesting is being processed by way of consent or arbitration.
8. Furnish
  - a. Copy of any form of consent furnished by the landlord.
  - b. Copy of any application for vesting which has been served by the Vendor.

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- c. Copy of any written response from the landlord.
  - d. Copy of any notices served by the Vendor on the landlord or on any party holding a superior interest.
  - 9. If an application for vesting has been lodged in the Land Registry furnish a copy of any communication from the Property Registration Authority.
  - 10. 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.
  - 11. If the acquisition 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.
  - 12. If the vesting certificate has issued and been lodged for registration but has not been registered arrange to have registration effected prior to completion.
- Other**
- 13. If the Vendor has taken steps to acquire the fee simple and the acquisition is not by way of vesting certificate or under the 1967 Act procedure, 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 27 or
  - b. The 1988 Act.
3.
  - a. If the answer to 1. above is no because the entire building was constructed prior to 01 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 2.b. above is yes, reply to requisitions 4. to 9. below.
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 14 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 14 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.



**36. NEW OR SECOND-HAND PROPERTY IN A MANAGED DEVELOPMENT TO WHICH THE MULTI-UNIT DEVELOPMENTS ACT 2011 (“the MUDs Act”) APPLIES AND WHERE THE FOLLOWING REQUISITIONS WERE NOT RAISED PRE-CONTRACT**

Reply to 1.–18. and either 19.–23. or 24.–26. below

All units in a multi-unit development

1. Furnish evidence by way of Companies Office search that the owners management company (“the OMC”) is registered in the Companies Office.
2.
  - a. Confirm if the OMC has received any notice threatening a strike-off or liquidation.
  - b. If any such notice has been served, furnish details.
3. Furnish certified copy certificate of incorporation and memorandum and articles of association of the OMC or constitution of the OMC if incorporated on or after 01 June 2015.
4. Furnish either:
  - a. Copy folio and file plan showing the OMC as registered owner of the common areas and of the reversions in the residential units, or
  - b. Copy deed of assurance of the common areas and of the reversions in the residential units to the OMC.
5.
  - a. If no contract for the sale of a residential unit in the multi-unit development was entered into prior to 24 January 2011, confirm that the voting rights of the members and the name of the OMC are in compliance with Section 14 of the MUDs Act.
  - b. If any such contract was entered into prior to the 24 January 2011, confirm that the voting rights of members comply with Section 15 of the MUDs Act.
6. Confirm:
  - a. That one OMC is or will be responsible for the management of the external and/or internal common areas of the entire multi-unit development and all the services relating thereto.
  - b. That the only shareholders/members in the OMC are the unit owners.
  - c. How the service charge is apportioned between the unit owners.
  - d. There has been no breach of Section 16 of the MUDs Act.
7. Who is presently managing the multi-unit development.
8. 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 the OMC.
9. Furnish the name of the solicitor or firm of solicitors representing the OMC.
10. a. Are there house rules of the OMC other than as set out in the memorandum and articles of association / constitution or in the lease.
- b. If so, furnish details of these rules and confirm that they were made in accordance with Section 23(4) of the MUDs Act.
11. a. Has the OMC put a sinking fund into effect in accordance with Section 19 of the MUDs Act.
- b. If so, what is the present level of the fund and where and in whose name is it held.
- c. What is the amount of contribution required under Section 19 (5) of the MUDs Act.
12. a. What is the amount of the service charge currently payable.
- b. Furnish details of the scheme in respect of annual service charges as required under Section 18 (1) of the MUDs Act.
- c. Furnish a copy of the estimate for the current service charge year as required under Section 18 of the MUDs Act.
- d. Confirm the estimate was considered and approved as required under Section 18(2) of the MUDs Act.
- e. Furnish a copy of the last annual report as required under Section 17 of the MUDs Act and confirm that all requirements in relation to the annual meeting have been complied with by the OMC.
- f. Furnish now the accounts of the OMC for the previous financial year.
13. Is the Vendor or the OMC aware of any possible claim against the funds of the OMC.
14. Is the Vendor or the OMC aware of any proposal by the OMC to carry out any repair work or incur other expenditure which would substantially affect the service charge payable at present.
15. a. Has any application to court been made or is pending or has been threatened by any person under Section 24 of the MUDs Act in relation to the OMC or the multi-unit development.
- b. If so, furnish full details.
16. Has the OMC entered into any contracts which would contravene Section 32 of the MUDs Act.
17. Furnish a certified copy of the current block insurance policy together with evidence that it is in force together with a letter of interest noting the name of the Purchaser's mortgagee (if applicable).

18. Hand over on closing;

- a. Copy letter to the OMC confirming the change in ownership and giving the name and address of the purchaser.
- b. Written confirmation from the OMC that the service charge has been paid up to date.

**Multi-unit development in which a residential unit was not sold prior to 01 April 2011**

19. Confirm that the OMC complies with Section 3 (5) of the MUDs Act.

20. Furnish:

- a. A copy of the certificate required under Section 3(1) (c) of the MUDs Act.
  - b. A copy of the contract referred to in Section 3(1)(d) of the MUDs Act.
  - c. Confirmation that the OMC had legal representation and was not represented by the same solicitor or firm of solicitors as the developer or owner of the common areas as required under Section 3(6) of the MUDs Act.
  - d. The name of the solicitor or firm of solicitors representing the OMC.
21. If the development stage has ended, provide a copy of the statutory declaration required under Section 11 of the MUDs Act.
22. a. Has any request been made under Section 12 of the MUDs Act.
- b. If so, furnish details and a copy of the statutory declaration required.
23. If the development stage of the multi-unit development has ended, provide written confirmation from the OMC that the documentation specified in Schedule 3 of the MUDs Act has been furnished to it.

**Multi-unit development in which a residential unit was sold prior to 01 April 2011**

24. If the development stage has ended, provide a copy of the statutory declaration required under Section 11 of the MUDs Act.
25. a. Has any request been made under Section 12 of the MUDs Act.
- b. If so, furnish details and a copy of the statutory declaration required.
26. If the development stage of the multi-unit development has ended, provide written confirmation from the OMC that the documentation specified in Schedule 3 of the MUDs Act has been furnished to it.



**37. NEW OR SECOND-HAND PROPERTY IN A MANAGED DEVELOPMENT TO WHICH THE MULTI-UNIT DEVELOPMENTS ACT 2011 ("the MUDs Act") DOES NOT APPLY AND WHERE THE FOLLOWING REQUISITIONS WERE NOT RAISED PRE-CONTRACT**

1.
  - a. Is the unit one which either currently or on completion of this sale will have the benefit of services provided to it and in respect of which service charges will be levied.
  - b. If so, are or will those services be provided by a management company which levies service charges for those services.
  - c. If so, who are the members of such management company.
  - d. Is the Vendor a member of the management company.
  - e. If so, the Vendor must arrange to have the Purchaser succeed to such membership on completion of the sale.
2.
  - a. Furnish a copy of the memorandum and articles of association / constitution (if incorporated on or after 01 June 2015) of the management company.
  - b. Confirm that the management company remains registered in the Companies Registration Office, and that all returns are up-to-date.
  - c. Confirm that no petition to wind up the company has been served and that the company is not listed for "strike off".
  - d. What was the date of the last annual general meeting of the management company.
  - e. Furnish a copy of the last set of annual accounts produced by the management company.
  - f. Can any persons who are not the developer or the owners of units in the development be members of the management company.
  - g. Are any such persons currently members of that company.
  - h. If so, furnish their names.
  - i. Is the vendor aware of any claim against the management company's funds.
3.
  - a. Is any service charge levied or to be levied on the basis of the respective letting areas of the units in the development.
  - b. If not, on what basis is any service charge levied or to be levied.
  - c. Furnish details of the voting rights in the management company.

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4.
  - a. Has a firm of managing agents been appointed to manage the development.
  - b. If so, furnish the name of the firm of managing agents.
  - c. If not, who is currently managing or is intended to manage the development.
  - d. If a firm of managing agents has been appointed is that firm registered with the Property Services Regulatory Authority.
  - e. Has the firm of managing agents been appointed by the developer or the management company.
  - f. Furnish a copy of the agreement under which the managing agents have been appointed
  - g. Are there any rules of the management company other than in the title documents and in the memorandum and articles of association / constitution.
  - h. If so, furnish a copy of such rules.
5.
  - a. Is there a block insurance policy for the development.
  - b. If so, furnish a copy of the policy.
  - c. The interest of any mortgagee of the Purchaser must be noted on the policy before completion and evidenced by letter from the insurance company confirming it will not lapse, cancel or fail to renew the policy without first giving at least 15 days' notice to the mortgagee.
  - d. Is the Vendor aware of any outstanding claim having been made under the policy.
  - e. If so, furnish details.
6.
  - a. Is it intended that the common areas and the reversions to any leases of units in the development be assured to the management company.
  - b. If so, has this been done already.
  - c. If not, when is it intended to effect such transfer.
  - d. If it has already been done, furnish a copy of the assurance to the management company or a copy folio showing the management company registered as owner of the common areas.
  - e. If not, furnish a copy of any contract for the assurance of the common areas and reversionary interests to the management company together with any undertakings from the developer or management company relating to the same.
7.
  - a. Has a sinking fund or reserve fund been established.
  - b. If so, furnish the accounts of the fund.
  - c. If not, is it intended to establish such a fund.



**REQUISITIONS ON TITLE**

**REPLIES**

- d. Is the Vendor aware of any proposal by the management company to carry out works or incur any other expenditure which would substantially alter the level of service charge currently payable.
- 8. a. Furnish a map of the development with the location of the unit marked.
- b. Confirm that a standard form of lease or other assurance has been or will be used in respect of each unit assured.
- 9. Hand over on closing:
  - a. Copy letter to the OMC confirming the change in ownership and giving the name and address of the Purchaser.
  - b. Written confirmation from the OMC that the service charge has been paid to date.



**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. NATIONAL ASSET MANAGEMENT AGENCY  
ACT 2009 (“the NAMA Act”)**

1. a. Is the property or any part of it affected by any easement or profit a prendre arising under Section 144 of the NAMA Act.  
b. Is the Vendor aware of any circumstances which might give rise to any claim that such an easement or profit a prendre affects the property or any part thereof.
2. a. Has an initial notice been published and/or served in respect of the property or any part of it under Section 160 of the NAMA Act.  
b. Is the Vendor aware of any proposal to serve any such notice.
3. a. Is the property or any part of it “relevant land” within the definition of that term in Section 172(1) of the NAMA Act.  
b. If so, furnish a copy of the notice served on NAMA under Section 172 together with an acknowledgement from NAMA in relation thereto.  
c. Is the Vendor aware of any circumstances which might give rise to a claim by NAMA that the property or any part of it is or might comprise “relevant land”.  
d. Is the Vendor required to notify NAMA of any “dealing” in the property pursuant to Section 172 of the NAMA Act.  
e. If so, furnish for consideration evidence that reasonable written notice of this “dealing” in the property was given to NAMA and the response if any from NAMA thereto.  
f. Did any previous dealing on title require notification to NAMA under Section 172(1) of the NAMA Act. If so, furnish details of the said notification.
4. a. Is any party on title a person prohibited from acquiring an interest in the property or any part thereof by reason of Section 172(3) of the NAMA Act.  
b. Is or was any party on title a debtor to NAMA in relation to the property or connected with such a debtor in any of the manners set out in Section 172(3) of the NAMA Act.  
c. If so and it is claimed that no such persons were in default in relation to any acquired bank asset, furnish confirmation from NAMA that there has been no such default.
5. a. Has any application been made to the court by NAMA or a NAMA group entity under Section 211 of the NAMA Act affecting the property or any part thereof.

**REQUISITIONS ON TITLE**

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- b. Is the Vendor aware of any circumstance whereby the proposed sale or any prior disposition on title might defeat, delay or hinder the acquisition by NAMA or a NAMA group entity of an eligible bank asset, or impair the value of an eligible bank asset or any rights (including a right to damages or any other remedy, a right to enforce a judgement and a priority) that NAMA or the NAMA group entity would have acquired or increased a liability or obligation but for this proposed sale or any prior disposition on title.

**40. LICENSING**

1. a. Is there a current licence attached to the property.
  - b. If so, 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 31 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 including conditions agreed with any authority by the Vendor.
  - b. If so, specify same in detail.
7. Has the property regularly been opened for the conduct of the publican's business in the past 12 months.
8. Furnish now plan of the property showing the exact extent of the property covered by 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 so, furnish copy order now together with a copy of the certified copy plans lodged in court.
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 during the past six years or since the date upon which the licence was first granted whichever date is the later.
15. Are there any convictions or endorsements recorded on the licence at present.
16. a. Has there at any time been an application for an order pursuant to Section 30 of the Intoxicating Liquor Act 1927 directing that any offences recorded should cease to be recorded within the past ten years.
  - b. If so, give details in particular of the date or dates of such orders.
17. Are there any summonses or prosecutions pending against the Vendor for an alleged breach or breaches of the licensing laws.
18. Confirm that all the proper notices have been served for renewal of the licence if applicable.
19. 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.
20. 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.
21. 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 (if applicable).
  - b. If so, furnish copy and any reply received to such notice (if applicable).
22. a. Has the Vendor been convicted of a drug trafficking offence or an offence under Section 19 (1) (g) of the Misuse of Drugs Act 1997.
  - b. Has the licence been revoked pursuant to Section 3 of the Licensing (Combating Drugs Abuse) Act 1997.
  - c. Has an application been made to the District Court to have the licence revoked pursuant to Section 3 of the Licensing (Combating Drugs Abuse) Act 1997.
  - d. Is the Vendor aware of any circumstances which could give rise to an application being made under Section 3 of the Licensing (Combating Drugs Abuse) Act 1997.



**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.  
c. 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 Fáilte Ireland.
5. Has Fáilte Ireland 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 Fáilte Ireland.  
b. If so, furnish details now.
7. a. Has the property 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.



**42. 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 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 together with a copy of the plan showing the extended area.
6. Has any application been made and an order granted by the court consequent upon any such extension or enlargement.
7.
  - a. Has the Vendor given any undertaking (formally or otherwise) to the local health authority, the fire authority, the Gardaí, 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.
8. Confirm that all proper notices have been served for the renewal of the licence if applicable.



**43. 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 together with a copy of the current public liability insurance policy.
2.
  - a. Is there a Music and Singing Licence attached to the property.
  - b. If so, furnish now copy thereof 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 to the conduct of the property or otherwise.
  - b. If so, furnish now details thereof.
  - c. 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 ON TITLE**

**REPLIES**

**44. COMPLETION**

Hand over on closing the following documents:

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                    20

\_\_\_\_\_  
Solicitors for Purchaser

Dated the                    day of                    20

\_\_\_\_\_  
Solicitors for Vendor

# OBJECTIONS AND REQUISITIONS ON TITLE

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2015 EDITION



VENDOR: \_\_\_\_\_

PURCHASER: \_\_\_\_\_

PROPERTY: \_\_\_\_\_

YOUR REF: \_\_\_\_\_

OUR REF: \_\_\_\_\_