

THIS INDENTURE made the 30th day of _____ 200

BETWEEN _____ LIMITED having its registered office at _____, Dublin (hereinafter referred to as "the Lessor" which expression includes the successors and assigns of the Lessor and the person or persons for the time being entitled to the reversion immediately expectant on the termination of the term hereby created) of the First Part and _____ MANAGEMENT COMPANY LIMITED having its registered office at _____ (hereinafter referred to as "the Management Company" which expression includes the successors and assigns of the Management Company and the person or persons for the time being who have undertaken the obligations imposed on the Management Company by these presents) of the Second Part and _____ BANK PLC LIMITED (hereinafter referred to as "the Bank") of the Third Part and _____ (hereinafter referred to as "the Lessee" which expression includes the heirs, executors, administrators, assigns and successors in title of the Lessee) of the Fourth Part.

WHEREAS:-

- A. In these presents save where the context otherwise requires:-
- (i) "Plan 1" means the Map or Plan annexed hereto known as The Estate Site Plan designated Plan 1.
 - (ii) "Plan 2" means the Map or Plan annexed hereto known as The Apartment Plan and designated Plan 2.

REGISTERED IN THE REGISTRY OF DEEDS (DUBLIN) AT 9
MINUTES _____ SECONDS AFTER 5.00 O'CLOCK ON THE
DAY OF _____ BOOK _____ NO. _____

- (iii) **“Plan 3”** means the Map or Plan annexed hereto known as The car Park Plan and designated Plan 3.
- (iv) **“The Estate”** means **ALL THAT AND THOSE** that piece or plot of ground known as “
[REDACTED]
[REDACTED]” as is more particularly delineated on Plan 1 annexed hereto and thereon surrounded by a red verge line.
- (v) **“The Apartment Blocks”** means the buildings now or hereafter to be erected and laid out on the Estate and divided into separate Apartments and **“Apartment Block”** has a corresponding meaning.
- (vi) **“The Apartments”** mean the Apartments comprised in the Apartment Block and **“Apartment”** has a corresponding meaning.
- (vii) **“The Commercial Units”** means the units now or hereafter to be erected and laid out on the Estate and **“Commercial Unit”** has a corresponding meaning.
- (viii) **“Residential Unit”** means an Apartment.
- (ix) **“The Car Park”** means that part of the Estate laid out as a Car Park divided into separate Car Park Spaces.

(x) **“The Car Park Spaces”** means those parts of the Car Park set aside for the parking of private motor vehicles and being the areas(if any) outlined in red on Plan 3 annexed hereto (if any) and **“Car Park Space”** has a corresponding meaning.

(xi) **“The Premises”** means the Apartment and Car Park Space (if any) described in the First Schedule hereto.

(xii) **“The External Common Areas”** means those parts of the Estate not covered by buildings which (without prejudice to the generality of the foregoing) comprise roads, drives, footpaths, bridges, kerbs, grass margins, boundary walls, fences, architectural features, refuse stores, entrance gates, planted and landscaped areas, water features and those parts of the Car Park not divided into separate Car Park Spaces and demised with the Apartments.

(xiii) **“The Internal Common Areas”** means the main structural parts of the Apartment Blocks including the roofs, the balcony, walls, railings, foundations, concrete floor slabs and external walls thereof (but not the glass of the windows of the Apartments, nor the interior faces of such external walls as bound the Apartments) all halls, lobbies, stair-cases, landings, lifts, lift shafts and other parts of the Apartment Blocks which are used in common by the owners or occupiers of any 2 or more of the Apartments and all cisterns, tanks,

sewers, drains, pipes, wires, central heating boilers, ducts and conduits not used solely for the purpose of one Apartment.

(xiv) **“The Retained Lands”** mean the Estate other than the Premises

(xv) **“The Reserved Premises”** means the External Common Areas and the Internal Common Areas

(xvi) **“The Management Company”** means [redacted] Management Company Limited.

(xvii) **“The Management Company Agreement”** means an Agreement dated the [redacted] day of December, [redacted] and made between the Lessor of the One Part and the Management Company of the Other Part.

(xviii) **“The Patios/Balconies”** means those portions of the Internal Common Areas (if any) coloured green on Plan 2 annexed hereto

(xix) **“The Licensed Areas”** mean the Patios/Balconies(if any) comprised in the Internal Common Areas.

(xx) **“The Perpetuity Period”** means the period of twenty one years from the [redacted] 2005

(xxi) **“The Services”** mean water, soil, sewage, waste, gas, electricity, telephone, radio and television transmissions, heating, fuel and other Services normally enjoyed by superior private residences in an urban area.

(xxii) **“The Utilities”** mean the pipes, drains, watercourses, sewers, cables and other conduits for the passage of the Services

(xxiii) The masculine includes the feminine and neuter genders and the singular includes the plural

(xxiv) Where two or more persons together constitute the Lessee all covenants and agreements on the part of the Lessee shall be deemed to be joint and several covenants and agreements of those persons.

(B) The Lessor is seized of the Estate for an estate in Fee Simple in possession subject to and with the benefit of:-

(i) Such Assurances of and relating to the Apartments, Car Park Spaces, already entered into by the Lessor and/or the Management Company.

(ii) The Management Company Agreement.

(C) The Estate is subject to an Indenture of Mortgage dated the 28th day of _____, (hereinafter called "the Mortgage") and made between the Lessor of the one part and the Bank of the other part.

(D) The Lessor is at present developing the Estate as a Residential Complex and has erected or is in the course of erecting thereon Apartment Blocks comprising individual Apartments, Car Park Spaces and Commercial Units together with ancillary services and amenities.

(E) The Lessor has previously granted or intends hereafter to grant Leases of the Apartments, Commercial Units and Car Park Spaces and the Lessor intends in every future Lease of an Apartment or Commercial Unit to impose restrictions and stipulations similar to the restrictions and stipulations contained in the Fourth Schedule hereto (with minor differences in respect of Commercial Units) to the intent that any owner for the time being of any Apartment or Commercial Unit may be able to enforce the observance of the said restrictions and stipulations against the owners and occupiers for the time being of the other Apartments and Commercial Units.

(F) The Lessor has agreed to convey to the Management Company the Estate for all the Estate and Interest therein of the Lessor subject to and with the benefit of the Leases of Apartments, Commercial Units, Car Park Spaces and other encumbrances affecting the Estate

on the completion of the Development and the completion of the sale of all of the Apartments, Commercial Units and Car Park Spaces, comprised in the Development, in the manner and subject to the terms of the Management Company Agreement (a copy of which has already been furnished to the Lessee).

(G) The Lessor has agreed with the Lessee for the granting to the Lessee of a Lease of the Premises for the consideration and at the rent and on the terms hereinafter appearing and the Management Company and the Bank have agreed to join in these presents in the manner and for the purposes hereinafter appearing.

(H) The Lessee is a member of the Management Company.

NOW THIS INDENTURE WITNESSETH as follows:-

1. In pursuance of the said agreement and in consideration of the sum of € [REDACTED] now paid by the Lessee to the Lessor (the receipt whereof the Lessor hereby acknowledges) and of the rents and covenants on the part of the Lessee hereinafter reserved and contained the Lessor **HEREBY DEMISES** and the Management Company **HEREBY DEMISES AND CONFIRMS** and the Bank **HEREBY DEMISES RELEASES AND CONFIRMS** unto the Lessee **ALL THAT AND THOSE** the Premises together with the easements, rights and privileges specified in the Third Schedule

hereto excepting and reserving unto the Lessor and its assigns the easements, rights and privileges specified in the Second Schedule hereto **TO HOLD** the same unto the Lessee ~~as joint tenants/tenants in common~~ freed and discharged from the Mortgage and all principal monies and interest and all other monies now or at any time owing on the security of and free from all charges, claims and demands under the Mortgage from the 1st day of . for a term of 999 years **YIELDING AND PAYING** therefrom yearly during the remainder of the said term the yearly rent of €1 and thereafter during the next ten years of the said term the yearly rent of €2 such rent to be paid in advance on the 1st day of January in each year, the first payment thereof being a proportionate part of the said yearly rent to be paid on the execution of these presents.

2. The Lessor hereby grants to the Lessee an exclusive Licence to use the licensed Areas as a Patio/Balcony (as the case may be) ancillary to the use of the Premises as a single private residence subject to such rules and regulations as to the use thereof as may be made by the Lessor or the Management Company from time to time and further subject to the right of the Lessor and the Management Company and their respective surveyors and agents with or without workmen and others at all reasonable times on notice (except in the case of emergency) to enter onto the Licensed Areas through the Premises or otherwise for the purpose of carrying out repairs to and inspections of the Licensed Areas and all equipment belonging to

the Lessor, the Management Company or any third party thereon and also for the purpose of the performance by the Lessor and the Management Company of their respective obligations and duties in relation to the Estate.

3. The Lessee hereby covenants with the Lessor and the Management Company so as to bind the owner for the time being of the Premises so that this covenant shall be for the benefit and protection of all the Apartments, Commercial Units, Car Park Spaces (other than the Premises) and the Reserved Premises and every part thereof and shall endure for the benefit of the Lessor and the Management Company and each of them and the owners of the Apartments, Commercial Units and Car Park Spaces (other than the Premises) and the persons deriving title under such owners to perform and observe the covenants, obligations, agreements, stipulations and restrictions set forth in the Fourth Schedule hereto (in so far as they relate to the Lessee).

4. The Lessor hereby covenants with the Lessee that subject to the Lessee and all persons deriving title under him as the owner for the time being of the Premises complying with the covenants, obligations, agreements, stipulations and restrictions set out in the Fourth Schedule hereto, it, the Lessor until the completion of the Management Company Agreement will observe and perform the covenants, obligations and agreements set out in the Fifth Schedule

hereto **PROVIDED THAT** on the completion of the Management Company Agreement the liability of the Lessor under this covenant shall absolutely cease.

5. The Management Company hereby covenants with the Lessee that subject to the Lessee and all persons deriving title under him as the owner for the time being of the Premises complying with the covenants, obligations, agreements, stipulations and restrictions set out in the Fourth Schedule hereto, it the Management Company, on and from the completion of the Management Company Agreement, will perform and observe the covenants, obligations and agreements set out in the Fifth Schedule hereto and all references therein to the Lessor shall as and from the completion of the Management Company Agreement be deemed to be references to the Management Company.

6. Notwithstanding that the Estate is in the process of being developed as a Residential Complex with a number of Commercial Units in the manner hereinbefore recited the Lessor shall not be under any obligation to complete or cause to be completed such development and may alter such development (other than the Premises) as the Lessor may wish and the Lessee hereby agrees and confirms that he has not been induced to enter into this Lease by reason of the fact that any Plan has thereon the present intended development of the Estate or any part thereof or by any representation by any person

acting or purporting to act on behalf of the Lessor that the Estate (other than the Premises) shall conform in all or any respects with any Plan and there is reserved to the Lessor full right and liberty to alter such development or to discontinue developing the estate (other than the Premises) and to execute such works and erections thereon or any part thereof as the Lessor may think fit and notwithstanding anything contained in the Management Company Agreement or this Lease there is reserved to the Lessor full right and liberty to vary the location, layout and extent of the Estate, the Retained Lands and the Reserved Premises including the exclusion of any part or parts therefrom and/or the inclusion of additional lands thereto (in which case references herein to the Estate, the Retained Lands and the Reserved Premises shall be modified accordingly) **PROVIDED HOWEVER** that the Lessor shall have obtained any necessary planning permission for any such alteration (including alteration by way of discontinuance of the development) or variation.

7. The Lessor further covenants with the Lessee that the Lessee paying the rent hereby reserved and performing and observing the covenants, conditions and agreements herein contained and on the part of the Lessee to be performed and observed shall and may peaceably and quietly hold and enjoy the Premises together with the easements, rights and privileges hereby derived during the said term

without any lawful interruption or disturbance from or by the Lessor or any person or persons rightfully claiming under or in trust for it.

8. It is hereby agreed and declared that if the rent hereby reserved or any part thereof shall be unpaid for twenty-one days after becoming payable (whether formally or legally demanded or not) or if any covenant or agreement on the part of the Lessee herein contained shall not be performed or observed then and in any such case it shall be lawful for the Lessor at any time thereafter to forfeit by notice in writing this lease and the easements rights and privileges hereby demised and thereupon this demise shall absolutely determine but without prejudice to any right of action or remedy of the Lessor in respect of any antecedent breach of any of the Lessee's covenants or conditions herein contained.

9. The Lessor hereby acknowledges the right of the Lessee to production of the documents specified in the Sixth Schedule hereto (the possession of which is retained by the Lessor) and to delivery of copies thereof and hereby undertakes with the Lessee for the safe custody of the said documents.

10. **OWNER OCCUPIER**

IT IS HEREBY CERTIFIED that:-

1. (a) this instrument gives effect to the purchase of a dwellinghouse/apartment on the erection of that dwellinghouse/apartment.
- (b) on the date of execution of this instrument, there exists a valid floor area compliance certificate (within the meaning of section 91A(i)(a) of the Stamp Duties Consolidation Act 1999) in respect of the said dwellinghouse/apartment, and
- (c) the purchaser/one or more of the purchasers/a person or persons in right of the purchaser/a person or persons in right of one or more of the purchasers will occupy the dwellinghouse/apartment as his/her/their only or principal place of residence for the period specified in section 91A(4)(b) (new dwellinghouse/apartment with floor area compliance certificate) of the Stamp Duties Consolidation Act, 1999 and that no person (other than a person who, while in such occupation, derives rent or payment in the nature of rent in consideration for the provision, on or after 1st April, [redacted] of furnished residential accommodation in part of the dwellinghouse/apartment concerned or other than by virtue of a title prior to that of the purchaser) will derive any rent or payment in the nature of rent for the use of the dwellinghouse/apartment or any part of it during that period.

2. Section 53 (Lease combined with Building Agreement for dwellinghouse/apartment) of the Stamp Duties Consolidation Act 1999 does not apply to this instrument.

INVESTOR

IT IS HEREBY CERTIFIED that

- (a) Section 53 (lease combined with building agreement for dwellinghouse/apartment) of the Stamp Duties Consolidation Act, 1999 does not apply to this Instrument.
- (b) The consideration (other than rent) for the sale/lease is wholly attributable to residential property and that the transaction effected by this instrument does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value of the consideration (other than rent) which is attributable to residential property, or which would be so attributable if the contents of residential property were considered to be residential property exceeds [REDACTED]

11. **IT IS HEREBY FURTHER CERTIFIED** for the purposes of Section 29 of the Companies Act, 1990 that the Lessee is not a Director or a person connected with a Director of the Lessor or its holding company.

12. **IT IS HEREBY FURTHER CERTIFIED** by the Purchaser being the person who becomes entitled under this instrument to the entire

beneficial interest in the property hereby demised that he is an Irish Citizen and is thus a qualified person within the meaning of Section 45 of the Land Act, 1965.

IN WITNESS whereof the respective Common Seals of the Lessor, the Bank and the Management Company have been affixed hereto and the Lessee has hereunto set his hand and affixed his seal the day and year first above **WRITTEN**.

FIRST SCHEDULE

The Premises

ALL THAT the Apartment known or intended to be known as Apartment No. [REDACTED] situate on the [REDACTED] floor of the Apartment Block known or intended to be known as '[REDACTED]' [REDACTED] on the Estate including the surfaces of the floors and ceilings of the Apartment **BUT EXCLUDING** the roof and the external walls of the Apartment (other than the windows and the glass therein and the interior faces of the external walls) all structural parts of the walls within the Apartment, the pre-cast slabs to which the floors and ceilings of the Apartment are attached.

WHICH said Apartment is more particularly delineated on Plan 2 annexed hereto and thereon surrounded by a red verge line **TOGETHER WITH** all tanks, cisterns, drains, pipes, wires, ducts and conduits used

solely for the purposes of said Apartment but no others.

~~AND the Car Park Space (if any) more particularly delineated on Plan 3 annexed hereto and thereon outlined in red and numbered but not the ground thereunder or the ceiling thereover.~~

AND IT IS HEREBY AGREED AND DECLARED that every internal wall separating the Premises from any other part of the Estate shall be a party wall severed medially.

SECOND SCHEDULE

(Easements rights and privileges excepted and reserved out of the presents).

There is excepted and reserved out of these presents in favour of the Lessor, its successors and assigns for the benefit of the Retained Lands and any buildings which are now or may at any time hereafter be erected thereon and every part thereof, the easements, rights and privileges following, that is to say:-

1. Free and uninterrupted passage and running to and from the Retained Lands and every part thereof of the Services through the Utilities which are now or may at any time within the Perpetuity Period be in, under, over or passing through the Premises.

2. The right to connect up with and to cleanse, repair and renew the Utilities which are now or may at any time within the Perpetuity Period be in, under, over or passing through the Premises and to construct in, under or over the Premises new Utilities and to cleanse and repair and renew the same and for the aforementioned purposes to enter upon the Premises with workmen and others and all necessary implements making good any damage thereby occasioned but not being responsible for any temporary inconvenience caused by any such works
3. The right to support and shelter for other Apartments and Commercial Units comprised in the same Apartment Block as the Premises.
4. Full right and liberty to execute such works and erections on the Retained Lands and every part thereof in such manner as the Lessor may think fit and notwithstanding that the access of light and air to the Premises may thereby be interfered with
5. Full right for the Lessor and its surveyors or agents with or without workmen and others at all reasonable times on notice (except in case of emergency) to enter the Premises for the purpose of carrying out their obligations under the terms of these presents
6. The right to abandon, vary or alter the plan and scheme of

development of the Retained Lands and generally to deal with the Retained Lands or any part thereof without regard to any such plan or scheme of development

7. All such other rights, privileges, easements and quasi-easements as belong to or are enjoyed or are intended to be enjoyed by the Retained Lands over the Premises
8. All such rights, privileges, easements and quasi-easements to which the Estate is subject and which may affect the Premises.

THIRD SCHEDULE

(Easements rights and privileges granted to the Lessee for the benefit of the Premises)

Full right and liberty for the Lessee, his heirs, executors, administrators and assigns the owners and occupiers for the time being of the Premises and their respective servants, agents, workmen, tenants, licensees and invitees and as appurtenant to the Premises in common with the Lessor the Management Company and all other persons who have or may hereafter have the like right:-

- (1) In common with the Lessor and the Management Company and each of them and all persons authorised by then or either of them

and all others who have or may hereafter have the like right to use for the purpose of access to and egress from the Premises on foot and where appropriate with motor vehicles over all such parts of the External Common Areas and the Internal Common Areas as afford access to and egress from the Premises now or at any time within the Perpetuity Period subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor may from time to time prescribe.

- (2) The passage and running of the Services to and from the Premises through the Utilities which are now or at any time within the Perpetuity Period be in, under or over or passing through the Retained Lands or any part thereof;
- (3) To connect up with and cleanse, repair and renew the Utilities which are now or may at any time within the Perpetuity Period be in, under or over the Retained Lands and to cleanse repair and renew the same and for the aforementioned purposes to enter upon the Retained Lands with workmen and others and all necessary implements making good any damage thereby occasioned but not being responsible for any temporary inconvenience caused by any such works.
- (4) The right to subjacent and lateral support and to shelter and protection from the Reserved Premises.

(5) To use the Reserved Premises in common with all other persons having a like right and subject to such reasonable rules and regulations for the common enjoyment thereof as the Lessor or the Management Company may from time to time prescribe provided that the Lessee may use the Car Park Space (if any) for the purpose of parking a motor vehicle as intended and subject to the conditions herein contained.

(6) To enjoy and exercise the benefit of all restrictions contained in the Leases of the Apartments, Commercial Units and Car Park Spaces (other than the Premises) granted or to be hereafter granted so far as the benefit thereof can in law accrue to the Premises or the Lessee.

(7) All such other rights, privileges, easements and quasi-easements as belonging to or are enjoyed or are intended to be enjoyed by the Premises over the Retained Lands.

PROVIDED ALWAYS and it is hereby agreed and declared that the above easements, rights and privileges are subject to and conditional upon the Lessee being a member of the Management Company and complying with the covenants, obligations, agreements, stipulations and restrictions on his part set forth in the Fourth Schedule hereto.

FOURTH SCHEDULE

(Covenants by the Lessee)

The Lessee shall:-

- (1) At his cost within eighteen months from the date hereof erect and cover in and finish fit for immediate occupation and use in a substantial and workmanlike manner one Apartment on the Premises with the best of materials of their several kinds and in conformity in every respect both with Plans, elevations, sections and specifications to be approved of by the Lessor and with all relevant Planning Permissions, Consent and Approvals and with all relevant bye-laws Statutes, Regulations and Orders under the inspection of the Lessor or its agent.
- (2) Well and substantially repair, cleanse, maintain, amend and keep the Premises (excluding the Car Park Space hereby demised) and the Utilities in, under, over of passing through the Premises in first class decorative order repair and condition.
- (3) (i) Pay to the Lessor without any deduction X/Y of the costs and expenses incurred by the Lessor in carrying out the obligations and giving effect to the provisions contained in Clause 1 of the Fifth Schedule hereto (which relates to the External Common Areas and which all owners of a

Residential Unit and a Commercial Unit on the Estate will be liable to discharge) which fraction

“X” = 1 Residential/Commercial Unit on the Estate

“Y” = the total number of Residential/Commercial Units now or hereafter to be erected on the Estate **AND**

- (ii) Pay to the Lessor without any deduction X/Y of the costs and expenses incurred by the Lessor in carrying out the obligations under and giving effect to the provisions of Clause 2 of the Fifth Schedule hereto which fraction.

“X” equals the deemed internal square footage of the Apartment/Commercial Unit erected on the Premises (including the patio/balcony but excluding any attic space).

“Y” equals the deemed internal square footage of all Apartments and Commercial Units (including the Premises) and (including patios/balconies but excluding any attic space) erected on the Estate and sold by the Lessor: **AND**

- (iii) Where the premises comprises an Apartment/Commercial Unit within the Estate, X/Y of the costs and expenses incurred by the Lessor in carrying out the obligations under

and giving effect to the provisions of Clause 3 of the Fifth Schedule hereto which fraction.

“X” = 1 Apartment/Commercial Unit on the Estate

“Y” = the total number of Apartment/Commercial Unit now or hereafter to be erected on the Estate

(which aforementioned costs and expenses are hereinafter called “the Service Charge”) subject to the following terms and conditions:-

- (a) The amount of the Service Charges for the previous year shall be ascertained and certified annually by the Auditors of the Lessor on the 31st December in each year or on such other day as the Lessor in its absolute discretion shall determine as being the date upon which the Service Charges shall be ascertained.
- (b) In ascertaining and certifying the Service Charges the Auditors shall act as experts and not arbitrators and their Certificate (hereinafter called “the Certificate”) shall be conclusive evidence that the Service Charges were actually incurred.

(c) A copy of the Certificate for each year shall be supplied by the Lessor to the Lessee on written request.

(d) Subject to the provisions of paragraph (e) of this Clause on 1st January in each year after the date of these presents the Lessee shall pay to the Lessor such sum in advance and on account of the Service Charges as the Lessor shall in its sole discretion deem to be fair and reasonable payment in respect of the year then commencing.

(e) As soon as practicable after the issue of the Certificate the Lessor shall furnish to the Lessee an amount of the Service Charges for the year to which the Certificate relates for which the Lessee shall be liable, due credit being given therein for all payments made by the Lessee for the year in question or any part thereof and upon furnishing such account the Lessee shall forthwith pay to the Lessor the Service Charges or any balance found payable in respect thereof or there shall be allowed and repaid by the Lessor to the Lessee any amount which may have been overpaid by the Lessee (as the case may be).

(f) Notwithstanding any other provisions of this Clause the Service Charges payable by the Lessee for the year ending

shall be € which sum shall be discharged in full on the execution of these presents.

4. Pay interest at the rate of four per cent (4%) per annum over the single A rate of interest charged by AIB Bank in the Republic of Ireland ruling on the date upon which sum becomes payable or if there shall be no such rate then twenty per cent (20%) per annum on any such amount which by any provision of this Schedule or any other provision of these presents is payable by the Lessee to the Lessor on demand or at a specified date such interest to run from the date of demand or the specified date (as the case may be) until the date of actual payment of the said sum and such interest at the rate aforesaid shall be paid both before and after judgement obtained and shall also pay any costs incurred by the Lessor in enforcing compliance with any provision of this Schedule or any provision of these presents.

5. Comply with and observe all reasonable rules and regulations made by the Lessor consistent with the provisions of these presents to govern the use of the Reserved Premises provided that such regulations may be restrictive of acts done on the Reserved Premises detrimental to its character or amenity and any costs and expenses incurred by the Lessor in preparing such regulations or in supplying copies thereof or in doing works for the improvements of the Reserved Premises or in providing Services to the Lessee

and the owners of the Apartment/Commercial Units shall be deemed to have been properly incurred by the Lessor in pursuance of the obligations under the Fifth Schedule hereto notwithstanding the absence of any specific covenant or obligation by the Lessor to incur them.

6. Not assign or sub-let the Premises (other than by way of Sub-Lease or Letting Agreement for a term not exceeding five years) without first causing the person or persons taking the Assignment or Lease to become a member of the Management Company.
7. Not assign or let part only of the Premises.
8. Not to do or permit to be done any act or thing which shall be or may be or may become a nuisance or an annoyance to the Lessor or the owners or occupiers of any other part of the Retained Lands or any adjoining lands or Premises.
9. Not at any time to use or permit to be used the Car Park space demised herein otherwise than for the parking of a private motor vehicle or motor cycle.
10. Permit the Lessor, its agents with or without workmen to have access to and enter upon the Premises as often as may be

reasonably necessary for it to do so in fulfilment of its obligations under these presents.

11. Not to exhibit on any part of the Premises any signpost, notice, advertising a sale or letting of the Premises, or advertisement of whatsoever nature.
12. Not to affix or install any alarm bell box on the exterior of the Premises.
13. Not to use or permit to be used the Premises for any illegal or immoral purpose whatsoever or for any purpose other than as a single private residence and not to allow or cause to be allowed any trade or business of whatever nature to be carried on there.
14. Maintain the Premises in first class decorative condition.
15. Not to play or allow to be played any musical instrument, television, radio, loudspeaker or mechanical or other noise making instrument of any kind or permit any signing to be practised on the Premises so as to cause annoyance to the owners and occupiers of any part of the Estate or so as to be audible outside the Premises between the hours of 12 midnight and 8 a.m.

16. Not to hang or permit to be hung or exposed any clothes or other articles on the Premises so as to be visible from the Retained Lands.
17. Not to shake or permit to be shaken any mats, carpets, sheets or other articles from any window of the Premises.
18. Not to keep any bird, animal or reptile on the Premises which in the opinion of the Lessor may cause annoyance to the owners and occupiers of any part of the Retained Premises.
19. Not to erect any external wireless or television aerial, satellite dish or other like instrument on the Premises or the Licensed Area of the external wall of the Premises.
20. Not to decorate the exterior or alter the external appearance of any of the buildings on the Premises.
21. Not to dispose of any domestic waste otherwise than in the receptacles approved of by the Lessor and to bring such receptacles to an areas designated for their removal.
22. Pay the rent hereby reserved at the times and in the manner specified in these presents without any deduction.

23. Allow the Lessor or its agent duly appointed with or without workmen and others at all reasonable time to enter upon and examine the condition of the Premises and the Lessor may thereupon serve upon the Lessee a notice in writing specifying any repairs or works necessary to be done and for which the Lessee is liable hereunder and require the Lessee forthwith to execute them and if the Lessee does not within two calendar months after the service of that notice proceed diligently with the execution of those repairs or works then the Lessor may enter upon the Premises and execute them and the cost of carrying out such works shall be a debt due to the Lessor from the Lessee and shall be recoverable forthwith by legal action.
24. Pay all rates, taxes, assessments, charges, impositions and outgoings which may at any time during the term hereby created be assessed, charge or imposed upon the Premises or the owner or occupier in respect thereof.
25. Do all such work as under any Act of the Oireachtas or rule of law as directed or necessary to be done on or in respect of the Premises (whether by the Landlord, Tenant or Occupier thereof) and keep the Lessor indemnified against all claims, demands and liabilities in respect thereof.

26. Not to make any structural alterations or additions to the Premises without the prior approval in writing of the Lessor which approval may be granted subject to such conditions as the Lessor may see fit to impose.
27. Not to do or bring in or upon the Premises anything which may expose the Premises or any other part of the Apartment Block in which the Premises is situate to any weight or strain in excess of that which the Premises or the Apartment Block is calculated to bear with due margin for safety.
28. Not to keep or permit to be keep any petrol, motor spirit or other inflammable or explosive material or any other material or substance in or on the Premises or do or permit to be done any act or thing which may render void or voidable any Policy or Policies of Insurance maintained by the Lessor in accordance with the Fifth Schedule hereto or which may cause an increase in the premium or premiums payable in respect thereof.
29. Keep the floors of the Apartment comprised in the Premises (other than the floor of the kitchen and bathroom) adequately covered with a resilient material or a material with a resilient base, the thickness of a material (including any backing) being at least 4.5 mm. For the avoidance of doubt a material is deemed to be resilient if it returns to its original thickness after it has been

compressed. Suitable resilience will also be provided by a floor covering with a weighted impact to sound improvement (A.L.A.L.W.) of not less than 17 as calculated in annex A.2(B)S.5821; Part 2 1984. Any soft covering shall be bonded to the floor base.

30. Keep the floors of the kitchen and the bathroom covered with cork, vinyl or rubber or other suitable material to avoid transmission of sound.

31. (Without Prejudice to the generality of Clause 23 hereof) not to make any alterations or additions whatsoever (structural or otherwise) to the Internal or/External Common Areas, or carry out thereon or therein any development within the meaning of the Local Government (Planning and Development) Act, 1963 other than the use thereof as an amenity to the Premises as a private residence) or store or keep any goods or materials thereon or on the Licensed Areas, save in the case of Patios and Balconies appropriate plant containers and suitable furniture of a type approved by the Lessor, or otherwise use or permit to be used the Internal or External Common Areas and/or the Licensed Areas in such a manner as to be or become a nuisance or any annoyance to the owners of any of the other Apartments or Commercial Units Car Park Spaces or to detract from the amenities of any of the other Apartments, Car Park spaces or Commercial Units.

32. Not to use the Internal or External Common Areas and/or the Licensed Areas for any purpose whatsoever other than as an amenity to the Premises as a private residence, and specifically, not to use the Licensed Areas or any part thereof in connection with the keeping of any bird, animal or reptile at the Premises.
33. No internal modifications whatsoever are to be made to the structural elements without prior approval in writing by the design engineers for the Lessor/Management Company to ensure that the integrity of the structure is not compromised.
34. Not to leave any perambulator, bicycles, containers or other objects in the entrance lobbies, halls, staircases, lifts, corridors and landing leading to the Premises other than in the space (if any) provided for such purpose and not to use the said entrance lobbies, halls, staircases, lifts, corridors and landing for any purposes other than for access to and egress from the Premises.
35. Not to allow children to play in or obstruct the use of the entrance lobbies, halls, staircases, lifts, corridors and landings leading to the Apartments which in the opinion of the Lessor may cause disturbance to the owners and occupiers of any part of the Retained Lands.

FIFTH SCHEDULE

(Covenants by the Lessor/Management Company)

EXTERNAL COMMON AREAS

Subject to the payment by the Lessee of the Service Charges hereinbefore provided for the Lessor shall:-

1. (a) Keep and maintain the External Common Areas and the Car Park in good and substantial repair and condition.

- (b) Provide if the Lessor shall think fit the Services of a Porter, Caretaker or Gardener and such other person or persons as the Lessor shall think necessary or desirable to manage and conduct or maintain the Estate in a condition suitable to a high class Residential/Commercial Development and without derogating from the generality of the foregoing the Lessor shall be entitled to appoint Managing Agents and to remunerate them properly for their services and to employ Architects, Surveyors, Solicitors, Accountants, Contractors, Builders, Security Personnel and other persons firms or companies and to pay them all proper fees, charges, salaries, wages, costs, expenses and outgoing.

- (c) Pay any rates that may be assessed on the External Common Areas and the Car Park.
- (d) Keep the External Common Areas and the Car Park adequately lighted.
- (e) Make provide and carry out such further matters, things, Services and facilities for running the Estate as a high class Residential/Commercial Development as the Lessor shall in its absolute discretion think fit.
- (f) Employ the Services of Auditors to ascertain the amount of the expenditure incurred by the Lessor pursuant to this Schedule and the corresponding Schedules of the Leases of Apartments/Commercial Units and the amount thereof payable by the Lessee and related matters and to pay the reasonable charges and expense of such Auditors.
- (g) Without prejudice to the rights of the Lessee and the rights of the owners of the other Apartments/Commercial Units take all reasonable steps to enforce the observance and performance by the other owners of the Apartments/Commercial Units of their obligations arising under their assurances.

- (h) Build up a Reserve Fund to meet contingencies to meet major repairs and capital replacement in respect of such matters referred to in this clause as to the Lessor may seem appropriate.
- (i) To insure and keep insured the External Common Areas and the Car Park, the Lessor and the Management Company against third party risks in respect of the External Common Areas and the Car Park.
- (j) To insure all other structures now or hereafter erected on the Estate.

INSURANCE

- 2. (a) Subject to the Lessor being able to effect Insurance against all or any one or more of the risks hereinafter specified to insure and keep insured in the name of the Lessor, the Internal Common Areas, the Apartment Blocks and the Apartments (including the Premises) and the Commercial Units in the full reinstatement cost and including an inflationary factor (which cost and factor shall be determined by the Lessor from time to time) against damage by fire, explosion, lightning, impact, earthquake, aircraft,

floods, storm, tempest, riot, civil commotion and malicious damage, bursting and overflowing of water tanks, apparatus or pipes and including demolition and site clearance expenses, architects, quantity surveyors and other fees and taxes in relation to the reinstatement and against such other risks as the Lessor may from time to time consider prudent and desirable(which perils and risks are hereinafter called "the Insured Risks") and to note the interest of (inter alia) the Lessee and any Mortgagee of the Lessee's interest in the Premises or in these presents on such Policy of Insurance and on reasonable notice to produce for inspection and (at the Lessee's expenses) to furnish copies of such Policy or Policies to the Lessee.

- (b) In case the Apartment Block in which the Premises is situated shall be destroyed or damaged by any of the Insured Risks then (subject to obtaining all necessary planning permissions and all other necessary Permits, Licences and Approvals) and as often as shall happen to lay out as soon as possible all monies received in respect of such Insurance of that Apartment Block in a good and substantial manner as to be in keeping with the other Apartment Blocks (if any)

INTERNAL COMMON AREAS

3. (a) Keep and maintain the Internal Common Areas in good and substantial repair and condition.
- (b) Keep insured in the name of the Lessor the lifts comprised within the Apartment Blocks.
- (c) To insure and keep insured the Internal Common Areas the Lessor and the Management Company against third party risks in respect of the Internal Common Areas.
- (d) Build up a reserve fund to meet contingencies to meet major repairs and capital replacement in respect of such matters referred to in this Clause as to the Lessor may seem appropriate.

SIXTH SCHEDULE

(Statutory Acknowledgement and Undertaking as to Title Deeds)

1. Certified copy Fee Farm Grant 20th February 1895 Petronella Wyte to [REDACTED].
2. Certified copy Fee Farm Grant 20th February 1895 Petronella Whyte and [REDACTED].

3. Certified copy Fee Farm Grant 25th September 1860

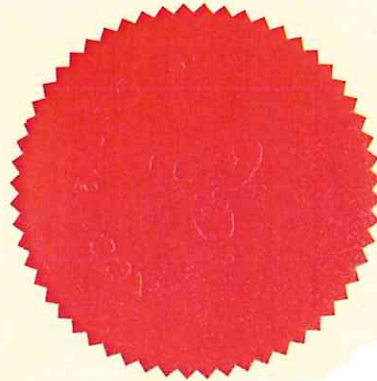
4. Certified copy Conveyance

5. Certified copy Conveyance

6. Conveyance

PRESENT when the **COMMON SEAL**

of **The Bank** was affixed hereto:-



SIGNED SEALED AND DELIVERED

by **the LESSEE**

in the presence of:-



We, as Solicitors for the Lessor **HEREBY CONFIRM** that the Building Covenant contained in the Fourth Schedule hereto has been complied with to The Lessor's satisfaction.

Dated this [redacted] day of [redacted] 200[redacted].

Signed on behalf of the Lessor:

