

DATED 21 DECEMBER 2021

(1) CITYWEST LIMITED

(2) GLENVEAGH HOMES LIMITED

TRANSFER

**RE: LANDS AT CITYWEST AVENUE
FORTUNESTOWN
DUBLIN 24**

ARTHUR COX



Stamp Certificate

Document ID:	210152437W	Date Issued:	21/12/2021
Stamp Certificate ID:	21-1236816-70C3-211221-L	Notice Number:	41763611-28700L
Duty:	€ [REDACTED]		
Total:	€ [REDACTED]		
Date of Execution of Instrument:	21/12/2021		
Parties From:	CITYWEST LTD		
Parties To:	GLENVEAGH HOMES LTD		
Property	Northern Quarter , Citywest Avenue, Citywest, Dublin24		
Folio Number(s):	DN128253F, DN145126F		
Non Residential:	Chargeable Consideration: € [REDACTED]	Duty:	[REDACTED]

Revenue 

LAND REGISTRY

COUNTY DUBLIN

FOLIOS 128253F (PART)
145126F (PART)

TRANSFER dated 21 day of December 2021

BETWEEN

CITYWEST LIMITED a company limited by shares its registered office at 27/28 Dawson Street, Dublin 2 (hereinafter called the "Vendor");

AND

GLENVEAGH HOMES LIMITED having its registered office at Block B, Maynooth Business Campus, Maynooth, Co. Kildare (hereinafter called the "Purchaser");

A. DEFINITIONS

In this Transfer and the several Schedules hereto:-

"Adjoining Lands" means the lands (other than the Sold Land) comprised in Folios 128253F and 145126F of the Register County Dublin together with any other lands in the vicinity of the lands comprised in the said Folios which are now or were at any time held by the Vendor.

"Conduits" means all attenuation tanks, pipes, drains, watercourses, sewers, mains, watermains, ducts, cables, wires, all associated apparatus and all other conducting media including such as may be required for the transmission of all or any of the Services serving the Sold Land contained on, in, under, or over or at any time to be laid, on, in, under, or over the Vendor's Lands;

"Consideration" means the sum of [REDACTED] together with VAT thereon at the applicable rate;

"Dwelling" means each of the houses, apartments and/or duplexes (as the case may be) to be constructed by the Purchaser on the Sold Land in accordance with the provisions of this Deed and pursuant to the Planning Permission.

"Green Strips" mean the lands shaded green on Plan A annexed hereto;

"Irish Water" means a designated activity company, limited by shares, incorporated in Ireland (Company No. 530363), whose purpose is to provide the "Water Services" as designated in the Water Services Acts 2007 to 2014 and which is a water services Authority for the purposes of those Acts;

"Local Authority" means South Dublin County Council;

"Plan A" means Plan A attached hereto upon which the Sold Land are thereon edged red and blue but excluding the Green Strips;

"Planning Permission" means Notification of Grant of Permission issued by the Local Authority Register Reference Number SD20A/0219 or such other planning permission(s) as the Purchaser may obtain.

“Purchaser” means Glenveagh Homes Limited having its registered office at Block B, Maynooth Business Campus, Maynooth, Co. Kildare and shall include its successors and assigns.

“Retained Lands” means so much of the Vendor’s Lands that does not comprise the Sold Land.

“Roads” mean the roads known as Citywest Avenue, Kingswood Road and the road (in such configuration as the Vendor may from time to time adopt) leading to and from the Sold Land to and from the public roads and Citywest Avenue to the Luas stops together with all associated footpaths, kerbs, cycle lanes and margin;

“Services” means mains water, surface water drainage and foul water drainage together with telephone signals, telecommunications of every nature and all services of whatsoever nature, public lighting, electricity, gas and telecommunications as may be required for the development of the Sold Land in accordance with the Planning Permission.

“Sold Land” means the plot of ground described in the First Schedule hereto.

“VAT” means Value Added Tax chargeable pursuant to the VAT Consolidation Acts 2010 and regulations made thereunder and includes any tax in substitution therefore;

“Vendor” means Citywest Limited having its registered office at 27/28 Dawson Street, Dublin 2 and shall include its successors and assigns;

“Vendor’s Engineer” means Gordon White of Gordon White Consulting Engineers, First Floor, 8 Riverwalk, Lake Drive, Citywest Campus, Naas Road, Dublin 24, or such other Engineer as the Vendor shall appoint in its stead following notice to the Purchaser.

“Vendor’s Lands” means (i) the lands now or at any time comprised in Folios 128253F and 145126F of the Register of Co. Dublin and (ii) the Adjoining Lands and (iii) such other lands as the Vendor may acquire or nominate in the future.

“Works” means all works comprising the construction and completion of the Dwellings, commercial buildings, schools and all other structures authorised by the Planning Permission on the Sold Land and the construction and completion of all roads, footpaths, margins, public lighting services, landscaping, construction of Services and construction of Conduits within the boundaries of the Sold Land and the Green Strips and all necessary and ancillary works appertaining thereto in accordance with the conditions of the Planning Permission.

B. INTERPRETATION

Save as otherwise provided herein:-

1. Any reference to a clause, paragraph or sub-paragraph shall be a reference to a Clause, paragraph or sub-paragraph (as the case may be) of this Deed and any reference in a Clause to a paragraph or subparagraph shall be a reference to a paragraph or subparagraph of the Clause or paragraph in which the reference is contained unless it appears from the context that a reference to some other provision is intended.
2. Any reference to the masculine gender shall include reference to the feminine gender and any reference to the neuter gender shall include the masculine and feminine gender and reference to the singular shall include reference to the plural and where any of the parties hereto constitute more than one person the obligations of such persons shall be deemed to be joint and several.

3. References herein to any statute or section of any statute include a reference to any statutory amendment modification replacement or re-enactment thereof for the time being in force and to every instrument order direction regulation bye-law permission licence consent condition scheme and matter made in pursuance of any such statute.
4. Words such as "hereunder", "hereto", "hereof", and "herein" and other words commencing with "here" shall unless the context clearly indicates to the contrary refer to the whole of this Deed and not to any particular Clause or paragraph thereof.
5. The clause headings and captions and headings to the Schedules hereto shall not affect the construction of this Deed.
6. "Day" shall mean calendar day, unless the text expressly refers to "working days". The following days shall not be counted as working days: Saturdays, Sundays, Public Holidays and Good Friday.
7. "Week" shall mean calendar week.
8. "Month" shall mean calendar month.
9. Reference to any Act of the Oireachtas shall include any Act replaced by it or any Act replacing it or amending it and any Order, Regulation, Instrument, Direction, Scheme or Permission made under it or deriving validity from it.
10. References to "this Deed" shall where the context so requires include this Deed as supplemented, amended, modified or varied from time to time.
11. The Schedules shall be read and construed as if they formed part of the body of this Deed and the term "this Deed" shall be construed as including the Schedules hereto.
12. Reference to any society, institute or other professional body shall include any other body established from time to time in succession to or in substitution for or carrying out the function formerly carried out by such society, institute or other professional body.
13. "Person" includes a firm or a body corporate or unincorporated.

C. The Vendor has agreed with the Purchaser for the sale to the Purchaser of the Sold Land for a consideration of [REDACTED]

D. It has been agreed that this Transfer shall contain the covenants conditions exceptions and reservations hereinafter and in the Schedules hereto contained.

NOW THIS DEED WITNESSES THAT in consideration of the sum of [REDACTED] paid by the Purchaser to the Vendor, the receipt of which the Vendor hereby acknowledges:-

1. The Vendor the Registered Owner as beneficial owner hereby transfers the Sold Land **TOGETHER WITH** the easements, rights and privileges specified in the Second Schedule hereto **EXCEPTING AND RESERVING** unto the Vendor the easements, rights and privileges specified in the Third Schedule hereto to the Purchaser in fee simple.
2. The Vendor the Registered Owner as beneficial owner hereby irrevocably licences the surfaces of the Green Strips and further irrevocably authorises the Purchaser to grant sub licences of all or any part of the surfaces of the Green Strips **TOGETHER WITH** the easements, rights and privileges specified in the Second Schedule hereto to the Purchaser.

3. The Purchaser hereby covenants with the Vendor to perform and observe the covenants, conditions and stipulations set out in the Fourth Schedule to the intent that the burden of such covenants shall run with and bind the Sold Land and every part thereof and that the benefit thereof may be annexed to the Retained Lands and the Adjoining Lands and every part thereof.
4. The Vendor hereby covenants with the Vendor to perform and observe the covenants, conditions and stipulations set out in the Fifth Schedule to the intent that the burden of such covenants shall run with and bind the Vendor's Lands and every part thereof and that the benefit thereof may be annexed to the Sold Land and every part thereof.
5. The address of the Purchaser in the State for service of notices and its description are:-
Glenveagh Homes Limited, Block B, Maynooth Business Campus, Maynooth, Co. Kildare.
6. The Purchaser hereby assents to the registration in the Folio to be opened in respect of the Sold Land of the easements, rights, privileges specified in the Third Schedule and the restrictive covenants, conditions and stipulations specified in the Fourth Schedule hereto as burdens on the said property.
7. The Vendor hereby assents to the registration against those portions of the Vendor's Lands thereby affected of the easements, rights, privileges specified in the Second Schedule and the restrictive covenants, conditions and stipulations specified in the Fifth Schedule hereto as burdens on those portions of the Vendor's Lands.

IT IS HEREBY CERTIFIED BY THE PURCHASER

For the purposes of Section 238 of the Companies Act 2014 that the Vendor and the Purchaser are not bodies corporate connected with one another in a manner which would require this transaction to be ratified by resolution of either.

SCHEDULE 1

The Sold Land

ALL THAT plot of ground shown edged red and blue on Plan A *annexed hereto (excluding the Green Strips)* forming parts of the lands comprising in Folios 128253F and 145126F of the Register County Dublin.

SCHEDULE 2

EASEMENTS, RIGHTS AND PRIVILEGES granted to the Sold Land and all Dwellings and other structures thereon.

Full right and liberty for the Purchaser it's successors and assigns (for the avoidance of doubt to include owners and/or occupiers of any Dwellings and structures on the Sold Land) and its servants, agents, workmen, licensees, invitees, tenants and undertenants in common with the Vendor and all other persons who have or may hereafter have the like right for the benefit only of the Sold Land:-

1. The right to make connections to the Conduits and Roads subject to the following:-
 - 1.1 Prior to commencing any connection to the Conduits the Purchaser shall provide to the Vendor's Engineer not less than 72 hours' notice in writing and shall invite the Vendor's Engineer to attend and supervise (where considered necessary) the connection works proposed to be carried out to the Conduits.
 - 1.2 The Purchaser shall comply with such proper requirements as the Vendor's Engineer may impose in the carrying of the connection works to the Conduits.
2. The free and uninterrupted passage and running through and from the Sold Land or any part thereof of the Services through the Conduits serving the Sold Lands.
3. The right to connect subject to the same provisions contained in clauses 1.1 and 1.2 of this Second Schedule mutatis mutandis (without payment or charge) into the Roads, Conduits and Services necessary to service the Sold Land and for such purposes, the right to enter onto the Vendor's Lands with workmen and others and all necessary equipment, upon reasonable notice (except in the case of an emergency) and remain there for such time as is necessary for the purposes of connecting into the said Roads, Conduits and Services keeping all inconvenience to a minimum and making good any damage thereby occasioned but not being responsible for any temporary inconvenience thereby occasioned and not so as to interfere with any structure or building erected thereon. For the purposes of the foregoing the Vendor authorises the Purchaser to exercise the full right and liberty to all easements, rights and privileges reserved by the Vendor over all portions of the Vendor's Lands which have at any time been sold, leased, assigned or licenced by the Vendor.
4. The right at all times and for all purposes, subject to the same provisions contained in clauses 1.1 and 1.2 of this Second Schedule mutatis mutandis, connected with the laying, construction, maintenance, repair, renewal, cleansing, decorating, inspection and use of the Roads and Conduits serving the Sold Land and/or any part thereof or other things serving any part of the Sold Land on giving due notice in writing, (except in the case of an emergency), to enter upon the Vendor's Lands with workmen and others and all necessary equipment to carry out such works to the said Roads and Conduits making good any damage thereby occasioned but without causing damage to any building or structures erected on the Vendor's Lands and not being responsible for any temporary inconvenience or damage caused by such works provided however that such rights of entry shall be exercised only in the event that such inspection, cleansing, repair, renewal, decoration or connection cannot practicably be carried out other than by entering upon the Vendor's Lands. For the purposes of the foregoing the Vendor authorises the Purchaser to exercise the right full right and liberty to all easements, rights and privileges reserved by the Vendor over all portions of the Vendor's Lands which have at any time been sold, leased, assigned or licenced by the Vendor.
5. The full and free right and liberty for the Purchaser its servants agents invitees licensees and all others authorised by the Purchaser to go pass and repass at all times, for all purposes and with

or without vehicles (where appropriate) along (i) the Roads and (ii) those parts of the Green Strips now or in the future laid out as roadways, car spaces, footpaths or cyclepaths.

6. The easements referred to in this Schedule are for the benefit only of the Sold Land and for no other lands.
7. Notwithstanding that the Green Strips are not comprised within the Sold Land the Purchaser shall be entitled to landscape the surface thereof and/or construct roads and/or car parking spaces thereover in compliance with the Planning Permission provided the Purchaser complies with the Vendor's Engineers requirements in this respect. The Purchaser expressly acknowledges that it shall not be entitled to construct any buildings within the Green Strips and the Purchaser shall procure that all assurances of dwellings shall include specific provision to this effect. For the avoidance of doubt, the Purchaser shall be entitled to carry out such works on the Green Strips as are authorised by the Planning Permission provided that in all cases the Purchaser shall not damage or interfere with any of the ducting or the inspection chambers forming part of the Vendor's communication networks within the Green Strips.
8. To use or permit the use of the surface of the Green Strips for roads, car parking, cycle paths, footpaths and open spaces and for the avoidance of doubt to grant easements, licences and sub licences for such uses.
9. The entitlements of the Purchaser under provisions of this Schedule apply to any Conduits or Services that the Purchaser may install across the Green Strips in compliance with the Planning Permission and subject the same provisions contained in clauses 1.1 and 1.2 of this Second Schedule *mutatis mutandis*. For the avoidance of doubt, the Purchaser will be entitled to construct, lay, cleanse, repair, renew and maintain such Conduits having regard to the Vendor's reasonable requirements with regard same. For the avoidance of doubt all of the Purchaser's rights under this Second Schedule relating to the Green Strips are subject to the Purchaser not causing any interference with or altering the telecommunication ducts, chambers and associated infrastructure in the Green Strips.

SCHEDULE 3

EASEMENTS, RIGHTS AND PRIVILEGES excepted and reserved out of and over the Sold Land and to be for the benefit of and appurtenant to the Retained Lands and any other lands nominated from time to time by the Vendor and every part thereof.-

1. The free and uninterrupted passage of the Services to and through the Sold Land through the Conduits which are now or may at any time be in, upon, over or under or passing through any part of the Sold Land.
2. Full and free right and liberty for the owner of the time being of the Retained Lands and any other lands nominated from time to time by the Vendor to enter upon the Sold Land at all times with workmen, machinery and others for the purpose of (i) connecting, laying, inspecting, repairing, cleansing, maintaining, amending, altering, replacing, relaying or renewing any Conduits within the Sold Land and (ii) to erect construct or lay in, under, over, through or across the Sold Land any Conduits as the Vendor may require and (iii) constructing and laying down in under over or through those parts of the Sold Land as are not intended to have Dwellings or other structures erected thereon pursuant to the Planning Permission and not so as to interfere with any structure or building erected thereon for the purpose of connecting up some or all of the Retained Lands subject to all damage thereby occasioned to the Sold Land being made good with all convenient speed but without payment of compensation by the person or persons exercising such right. Where the Vendor proposes to enter upon the Sold Land or any part thereof, the Vendor shall consult with the Purchaser and shall comply with all directions of the Purchaser have due regard to the Purchaser's development plans for the Sold Land.
3. The full and free right and liberty for the owners of the Retained Lands and any other lands nominated from time to time by the Vendor and every part thereof at all times (i) to go pass and repass with or without vehicles over and across all roads laid within the Sold Land and (ii) to pass on foot only over and across all footpaths and other access ways laid in or over the Sold Land.
4. The right at all times to alter or rebuild or erect any new or additional buildings and any landscaped areas, footpaths, Conduits, Services and lighting on the Retained Lands and every part thereof notwithstanding any obstruction, interruption or diminution which may be thereby caused to the access of light or air to the Sold Land or any part thereof.

SCHEDULE 4

Covenants of Purchaser

Covenants by the Purchaser so the benefit thereof may be annexed to the Retained Lands and every part thereof:-

1. ATTENUATION

The Purchaser shall construct and complete all surface water attenuation required to comply with the Planning Permission within the boundaries of the Sold Land prior to making any connection from the Sold Land into any surface water outfall.

2. GREEN STRIPS

The Purchaser hereby covenants as follows in relation to the Green Strips:-

- 2.1 To maintain and landscape those parts of the Green Strips intended to be landscaped under the Planning Permission and to maintain those parts of the Green Strips comprising footpaths, cycle paths, road and car spaces or any other surfaces in a manner appropriate for such surfaces.
- 2.2 Not to damage, interfere with or build over the Green Strips other than what is expressly permitted under the Planning Permission.
- 2.3 To the extent that the Purchaser disposes of any Dwellings in the vicinity of the Green Strips to expressly prohibit the transferees thereof from constructing any structures whatsoever over any part of the Green Strips.
- 2.4 Not to damage or interfere with in any way whatsoever the Vendor's communication ducting cables and inspection chambers located within the Green Strips.

3. INDEMNITY

The Purchaser hereby indemnifies the Vendor from and against all actions, proceedings, costs, damages, losses, expenses, claims and demands arising out of the failure by the Purchaser to comply with the obligations of the Purchaser contained in this Deed.

SCHEDULE 5

Covenants of the Vendor

Covenants by the Vendor for itself, its successors and assigns the owners and occupiers of the Vendor's Lands so that the benefit thereof may be annexed to the Sold Land and every part thereof.

Any of the covenants in this Schedule which restrain the Vendor from doing any act or thing shall be read and construed as a covenant by the Vendor not to do or permit or suffer the said act or thing to be done.

1. Not to do any act or thing which shall prevent the taking in charge by the local authority or Irish Water of the Roads and the Conduits within the Vendor's Lands or the Sold Land.
2. To repair and make good any damage or want of repair to the Roads or the Conduits on the Vendor's Lands and shall effect such repairs at the earliest reasonable opportunity or in any event within sixty (60) days of being notified in writing of such damage or want of repair by the Purchaser or any person or agent acting on behalf of the Purchaser.
3. That the Vendor shall not cause any undue interference with any works carried out by the Purchaser or its successors in title on the Sold Land.
4. Not to interfere with the access to the Sold Land save for necessary works of maintenance or repair required to the Roads in which the Vendor shall use its reasonable endeavours to keep any inconvenience to a minimum and shall provide a suitable alternative route in lieu thereof.
5. To grant such further licences over the Green Strips to any purchaser or Owners Management Company as may be required during the course of or following the development of the Sold Land.
6. Not to do or cause deliberately or recklessly permit or suffer to be done on the Vendor's Lands any act calculated or likely to cause damage or injury to the Roads or Conduits or interfere with the exercise by the Purchaser of the rights hereby granted.

DELIVERED as a DEED and PRESENT
when the COMMON SEAL of CITYWEST
LIMITED was affixed hereto:-



DELIVERED as a DEED and PRESENT

when the **COMMON SEAL** of

GLENVEAGH HOMES LIMITED

was affixed hereto:-



