

**WARNING: IT IS RECOMMENDED THAT THE WITHIN SHOULD NOT BE COMPLETED WITHOUT PRIOR
LEGAL ADVICE**

Law Society of Ireland

**CONDITIONS OF SALE
2019 EDITION**

**PARTICULARS
and
CONDITIONS OF SALE
of**

Apartment 54, Trimleston, Hamlet Lane, Balbriggan, County Dublin

SALE BY AUCTION

Vendor: EBS d.a.c.

Vendor's Solicitors: Beauchamps Solicitors

Address: Riverside Two, Sir John Rogerson's Quay, Dublin 2

Reference: CMO/ERN5/995

Witness: _____
Occupation: _____
Address: _____

PARTICULARS AND TENURE

ALL THAT AND THOSE the property known as Apartment 54, Trimleston, Hamlet Lane, Balbriggan, County Dublin being the property comprised in Folio 117192L County Dublin

HELD under Lease dated 29 April 2005 made between Empire Homes Limited of the one part, Trimleston Property Management Company Limited of the second part and Karen Murphy of the third part for the term of 1,000 years from the 1 January 2004 subject to the covenants therein contained and the conditions on the part of the lessee

Held by the Vendor as mortgagee in possession under mortgage/charge dated the 20 November 2006 made between Ruth Sipho Mlambo of the one part and EBS Building Society of the other part.

Local Property Tax (LPT) property ID number: See Property History Statement

DOCUMENTS SCHEDULE

Bank Documentation

1. Certified Copy Deed of Mortgage and Charge dated 20 November 2006 between (1) Ruth Sipho Mlambo and (2) EBS Building Society (the **Mortgage and Charge**)
2. Copy EBS Building Society Mortgage Conditions

Title

3. Land Registry Sealed and Certified Copy Folio and Filed Plan 117192L County Dublin
4. Lease dated 29 April 2005 between (1) Empire Homes Limited, (2) Trimleston Property Management Company Limited and (3) Karen Murphy

Management Company

5. Certificate of Membership of Management Company
6. Copy Replies to Pre-Contract MUD Act Enquiries
7. Copy Certificate of Incorporation of Trimleston Property Management Company Limited
8. Copy Memorandum and Articles of Association of Trimleston Property Management Company Limited
9. Copy Abridged Financial Statements for the Financial Year ended 28 February 2018
10. Copy Budget for Year Ending 28 February 2021
11. Copy House Rules
12. Copy Insurance Policy Schedule

Planning

13. Copy Notification of Grant of Planning Permission Register Reference F00A/1464
14. Copy Commencement Notice
15. Copy Letter from Fingal County Council dated 27 February 2004
16. Copy Fire Safety Certificate 03/4291
17. Architect's Opinion on Compliance with Building Regulations
18. Architect's Opinion on Compliance with Planning Permission
19. Copy letter Fingal County Council dated 27 April 2005

Miscellaneous

20. Copy Certificate from Fingal County Council dated 14 August 2002
21. Replies to Requisitions on Title
22. Draft Letter of Confirmation re. Possession
23. Draft Deed of Assurance
24. Draft Family Home Declaration

25. Draft Declaration re. Non-Demand of Rent
26. Draft Section 72 Declaration
27. Draft Company Secretary Certificate
28. Copy Certificate of Incorporation of EBS d.a.c.
29. Copy Company Constitution of EBS d.a.c.
30. BER Certificate
31. BER Advisory Report
32. Property History Statement re. LPT and Household Charge

SEARCHES SCHEDULE

It shall be a matter for the Purchaser to make its own searches.

SPECIAL CONDITIONS

1. Save where the context otherwise requires or implies or the text hereof expresses to the contrary, the definitions and provisions as to interpretation set forth in the within General Conditions shall be applied for the purposes of these Special Conditions.
2. The said General Conditions shall: -
 - (a) apply to the sale in so far as the same are not hereby altered or varied, and these Special Conditions shall prevail in case of any conflict between them and the General Conditions
 - (b) be read and construed without regard to any amendment therein, unless such amendment shall be referred to specifically in these Special Conditions.
3. In this Special Condition:
 - 3.1 **VAT** means Value Added Tax; and
VAT Act means Value-Added Tax Consolidation Act 2010 and related VAT regulations.
 - 3.2 The sale of the property is exempt from VAT under section 94(2) of the VAT Act.
4. **Title**
 - 4.1 Title to the Subject Property shall consist of certified copy Folio and Filed Plan 117192L County Dublin and the Vendor shall not be required by the Purchaser to produce any further documents pertaining to the title. General Condition 6 is read subject to this Special Condition.
 - 4.2 To the extent that documents are listed in the Documents Schedule as certified copies or copies of original documents the Purchaser Accepts that this is what will be furnished on completion and that the Purchaser shall not be entitled to call for production of the original or certified copy of that document and no better copies shall be sought or furnished.
 - 4.3 It will be a matter for the Purchaser to satisfy itself as to whether the terms of the lease referred to in the "Title" section of the Documents Schedule have been complied by the Vendor and/or its predecessors in title. Without prejudice to the foregoing the Vendor shall furnish a declaration on completion confirming the non-demand of the rent reserved by the said lease, such declaration to be in the form of a draft furnished herewith. The Purchaser Accepts that nothing further shall be given. General Condition 9 is amended accordingly.

Management Company

- 4.4 The Subject Property is located within a development in respect of which the common areas have been (or are intended to be) transferred to a management company. On completion the Purchaser shall become a member of the said management company.
- 4.5 The Purchaser Accepts that the Vendor shall not be required to carry out any investigations or provide any information or documentation in respect of the management company, its agents, membership rights, service charges, sinking fund, claims, works contracts, insurance applications or otherwise and that it was a matter for the Purchaser to satisfy itself independently in this regard prior to the Date of Sale.
- 4.6 Without prejudice to the generality of the preceding provisions of this Special Condition where the Vendor has obtained from the managing agents of the development replies to requisitions for a second hand managed property and/or replies to pre-contract enquiries in

respect of the Multi-Unit Development Act 2011. The Purchaser Accepts the information as furnished and that nothing further shall be given in relation thereto.

- 4.7 The Purchaser hereby irrevocably undertakes if requested to enter into a direct covenant with the management company for the estate and/or block of which the Subject Property forms part if so required by the said management company **PROVIDED ALWAYS** that the Vendor shall be entitled to require completion to take place notwithstanding that such a deed of direct covenant has not been executed by the Purchaser or a fully executed counterpart has not been returned by the management company.
- 4.8 Without prejudice to the foregoing, in respect of any arrears of management company charges for which the Vendor is liable, the Purchaser shall on completion Accept an undertaking from the Ernst and Young, the Agents of the Vendor, to discharge out of the proceeds of sale the charges due to and including the Apportionment Date as soon as practical following completion. Nothing further shall be required or furnished. Without prejudice to the foregoing the Agents may in their absolute discretion discharge the arrears for which the Vendor is liable, in advance of completion in which case the provisions of General Condition 23 shall apply.

5. **Mortgage and Charge**

- 5.1 The Purchaser is referred to the Mortgage and Charge as listed at No. 1 in the Documents Schedule hereto. Under and by virtue of the Mortgage and Charge, EBS Building Society was granted a fixed mortgage and charge over the Subject Property as security for the repayment of all moneys and obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to EBS Building Society as more particularly set out therein (the **Secured Liabilities**).
- 5.2 By Acquisition Conversion Scheme pursuant to Part XI of the Building Societies Act, 1989, confirmed and registered by the Central Bank of Ireland on 1 July 2011, all business and property including the mortgage book of EBS Building Society including the Society's rights and entitlements in respect of the Secured Liabilities and the Charge vested in EBS Limited.
- 5.3 On the 12 September 2016 EBS Limited converted to a Designated Activity Company.
- 5.4 The Purchaser Accepts that the Vendor is the party entitled to the mortgagee's interest in the Mortgage and Charge without further objection, requisition or enquiry in relation thereto.
- 5.5 The Purchaser Accepts that the statutory power of sale contained in the Mortgage and Charge has arisen and has become exercisable and will not be entitled to raise any objections, requisitions or enquiries in that regard or require any further documentation in relation thereto.
- 5.6 Without prejudice to the foregoing the Vendor will, on completion, furnish a Letter of Confirmation as to how the Vendor acquired possession of the property in the form of the enclosed draft as referred to in the Miscellaneous Section of the Documents Schedule. The Purchaser Accepts that nothing further shall be given in relation thereto.

6. **Form of Assurance**

- 6.1 The form of deed of assurance to be executed herein (the **Assurance**) shall be agreed prior to the Date of Sale. The Purchaser is furnished for approval with a draft deed which the Vendor proposes to use in completion of the Sale. Any proposed amendments or additions shall be agreed in writing prior to returning signed contracts and in the absence of such agreement the return of signed contracts shall be deemed acceptance that the sale shall be completed by way of a deed substantially in the form of the draft deed furnished. The Assurance shall reflect the ultimate basis of sale of the Subject Property as provided for

herein and the Purchaser Accepts that the Vendor may make such changes as are necessary to give effect thereto. General Condition 16(a) is amended accordingly.

- 6.2 If required by the Vendor the Assurance shall be executed in duplicate and the Purchaser's solicitor shall return a counterpart of the Assurance duly executed and stamped to the Vendor's solicitors within 4 weeks of the Closing Date and the Purchaser's solicitor shall sign an undertaking on completion to this effect. The Purchaser shall pay all stamp duty and other actual outlay in connection with the Assurance and any counterpart thereto.
- 6.3 The Purchaser Accepts that pursuant to the provisions of Section 62 of the Registration of Title Act 1964 the Vendor shall sell the Subject Property free from all estates, interests and rights to which the Mortgage and Charge has priority.
- 6.4 The Assurance shall contain an express provision such that the Purchaser shall take the Subject Property freed, discharged and/or released from all claims and demands made under the Mortgage and Charge and the Purchaser Accepts that no separate deed of release/discharge of the Mortgage and Charge or an undertaking to produce such deed shall be required.
- 6.5 For the avoidance of doubt, the Purchaser Accepts that the Vendor shall not be required to explain or discharge judgments, lis pendens, charges, mortgages or other acts appearing on title that have been registered since the date of this Contract for Sale and General Condition 15 is hereby amended accordingly and General Condition 6(f) shall not apply to this sale.
- 6.6 The Purchaser shall raise no objection, requisition or enquiry in relation to Charges registered against the Vendor in the CRO, as they do not affect the property in sale. In particular, the Purchaser Accepts that the Vendor will not provide letters of non-crystallisation from the Central Bank of Ireland on closing. If required, the Purchaser shall Accept the confirmation of the Vendor that the property in sale is not included in any pool of asset backed securities (and is therefore not affected by the charge).

7. Completion

- 7.1 Completion of the Sale shall take place on the Closing Date at the office of the Vendor's Solicitor or such other location as the Vendor shall direct.
- 7.2 The sale shall be completed and the Purchaser shall pay the balance of the Purchase Price by 12:00 noon on the Closing Date in order to enable the Vendor to achieve full value for the Purchase Price on the date of actual completion. The balance of the Purchase Price shall be paid by electronic funds transfer to Messrs Beauchamps client account, details of which shall be furnished to the Purchaser's solicitor prior to the Closing Date.
- 7.3 General Conditions 21(c) and 21(d) are hereby deleted. For the avoidance of doubt the Vendor, shall not be obliged to complete the Sale unless and until it has received all monies payable pursuant to this Contract including (without limitation) all interest due to the Vendor **PROVIDED ALWAYS** that the Vendor shall be entitled to require completion to take place strictly without prejudice to the right of the Vendor to pursue its claim for interest.
- 7.4 In the event that any party claims any legal, equitable or possessory claim or interest in or interferes with possession of the Subject Property or if the Vendor, other than by his wilful default, is unable to complete the Sale in accordance with this Contract then the Vendor shall be entitled to rescind this Contract and the Purchaser shall be refunded their deposit but without payment of costs or interest unless the Purchaser gives an unconditional confirmation that it shall complete the Sale without an abatement of the Purchase Price

within five days of being notified of the said matter. Without prejudice to the foregoing if it is not possible to complete the Sale without the Vendor issuing legal proceedings against a third party then the right to rescind as aforesaid shall automatically accrue.

- 7.5 In the event that the Vendor becomes actually aware after the Date of Sale of a potential tax liability that could arise for the Vendor if the Sale was completed which tax liability was actually unknown to the Vendor prior to the Date of Sale, the Vendor shall be absolutely entitled, but not obliged, to rescind this Contract by notice in writing to the Purchaser and in such circumstances the Purchaser shall be refunded their deposit but without payment of costs, compensation or interest.

8. Requisitions on Title

- 8.1 The Purchaser Accepts that the replies to Requisitions provided herewith by the Vendor are limited to matters within the actual knowledge, information or belief of the Vendor in accordance with the provisions of Special Condition 9. The Purchaser Accepts that no further Requisitions or Rejoinders shall be raised by the Purchaser and General Conditions 6 and 7 shall be read subject to this Special Condition.
- 8.2 No error in the replies to Requisitions shall annul the sale nor entitle the Purchaser to compensation on account thereof. General Condition 33 is amended accordingly. The replies to Requisitions are subject to the terms of the Special Conditions which in the event of conflict take precedence over the said replies.

9. Limited Knowledge of the Vendor

The Purchaser hereby acknowledges and Accepts that the Vendor has very limited knowledge as to the affairs of the Subject Property prior to the date the Vendor acquired possession thereof and accordingly:-

- (a) **Declarations.** The Vendor's obligations (if any) (including those contained in General Conditions 9 (b) (iii) and 10 (d)) to verify certain facts by way of Statutory Declarations or certificates to be completed by a competent person shall be satisfied by providing a statutory declaration of a designated employee of the Vendor verifying such facts to the best of his knowledge information and belief from matters of which he has actual notice since the Vendor took possession save where otherwise appears, and where so appearing conscientiously believing those facts to be true.
- (b) **Identity.** Without prejudice to General Condition 11 the Purchaser is deemed to have made all necessary enquiries as to the identity of the Subject Property and to be satisfied as to all matters in connection therewith.
- (c) **Boundaries.** The Subject Property is believed to be and shall be taken as being correctly described as to quantity and otherwise and any error, misstatement or omission in any plan contained in the Documents Schedule of this Contract shall not annul this Contract or be a ground for the abatement of the Purchase Price or compensation of either party to this Contract. The Vendor gives no warranty and makes no representation as to:
- (i) the coincidence of actual boundaries in the vicinity of the Subject Property and the boundaries of the Subject Property shown by the title furnished
 - (ii) encroachments made by the Vendor on property adjoining the Subject Property in conjunction with the use of the Subject Property,

and the Purchaser is placed on its own enquiry in these respects and shall not require the

Vendor to produce any declarations of identity or explanation to the said boundaries, walls or otherwise.

- (d) **Condition.** The Purchaser shall be deemed to purchase with full notice of the actual state and condition of the Subject Property in all respects whether as to the quality, state of repair, means of approach, access to light and access to, location and suitability of all and any services to the Subject Property including but not limited to drainage, foul sewer, water mains and all utilities and rights of adjoining owners and occupiers as to the boundary walls and fences or otherwise howsoever and shall take the Subject Property as it is in all respects.
- (e) **Roads and Services.** The Purchaser Accepts that the Vendor is not obliged to furnish on closing or at any time a letter or other evidence from the Local Authority (or any other party) confirming that the roads and/or services abutting the Subject Property are in the charge of the Local Authority (other than such letter or evidence as may be referred to in the Documents Schedule) and that the Vendor is providing no warranty in this regard.
- (f) **Availability of Services.** It is a matter for the Purchaser to satisfy itself prior to the Date of Sale as to the availability of services to the Subject Property, both in respect of its existing use and any intended use and no warranty is given or representation made in that regard.
- (g) **Rights, liabilities and condition.** The words "*which are known by the Vendor*" in General Condition 13 shall be deleted and replaced with the words "*which have come to the Vendor's actual attention prior to the Date of Sale*". The Purchaser shall fully satisfy itself prior to the Date of Sale as to the state and condition of the Subject Property and any easements rights privileges or liabilities affecting the Subject Property or likely to affect it and the Purchaser shall have no recourse to the Vendor either prior to completion of the sale or at any time thereafter in respect of or in connection with such matters.
- (h) **Environmental.** For the avoidance of all doubt the Vendor does not warrant that either the Subject Property or any processes carried out thereon now or at any time in the past comply with Environmental Laws. It is a matter for the Purchaser to satisfy itself in relation to all aspects of Environmental Laws insofar as they relate to the Subject Property prior to the Date of Sale.

For the purposes of this Special Condition "Environmental Laws" means all laws (whether criminal, civil or administrative) including common law, statutes, regulations, statutory instruments, directives, bye-laws, orders, codes and judgments having the force of law in Ireland concerning environmental matters and protection of the environment, use of noxious or deleterious materials, contaminants or pollutants and all regulations, bye-laws, orders and codes made thereunder or regulating the use thereof.

- (i) **Disclosure of Notices.** General Condition 31 shall not apply to this sale. No orders or notices referred to therein have come to the Vendor's actual attention prior to the Date of Sale save those (if any) disclosed in the Documents Schedule hereto. It shall be a matter for the Purchaser to fully satisfy itself by appropriate searches, enquiries and investigations prior to the Date of Sale with regard to notices or any other acts appearing on searches.
- (j) **Development.** General Condition 32 shall not apply to this sale and is hereby deleted.
 - (i) No warranty is given regarding compliance with the Subject Property with the requirements of the Planning Acts 2000 – 2010, the Building Control Acts 1990 and 2007 or any regulations made thereunder or the Fire Services Act 1981 or any legislation, orders or decisions amending or replacing same.

- (ii) The Vendor does not warrant that Planning Permission or Building Bye Law Approval has been obtained for any development that may have taken place on the Subject Property or, when the Planning Permission or Bye Law Approval has been obtained, that the development has been carried out in compliance with such Planning Permission and/or Building Bye Law Approval.
 - (iii) Neither the Vendor nor the Vendor's solicitor shall be required to explain any acts appearing on any planning search.
 - (iv) The Purchaser shall not call for the production of a Safety File held pursuant to the Safety Health and Welfare at Work (Construction) Regulations 2006 as amended.
 - (v) It shall be a matter for the Purchaser to make its own enquiries and to satisfy itself with regard to planning matter, environmental and archaeological issues and any compulsory acquisition order which may affect the Subject Property and use thereof and no warranty is given or representation made in that regard.
 - (vi) Strictly without prejudice to the preceding provisions of this Special Condition the Purchaser is furnished for information purposes only with the planning documents referred to in the Documents Schedule (if any). The Vendor does not warrant the accuracy of these documents. The Purchaser Accepts that nothing further shall be furnished in connection with any of the above matters.
- (k) **Searches.**
- (i) The Purchaser shall rely on the explanations provided in the searches listed in the Searches Schedule (if any) and shall not require the Vendor (or their solicitor) to explain any acts on title referred to therein. Save as set out in sub-condition (j) (iii) above the Vendor's solicitor will explain any acts appearing on searches, save for those searches listed in the Searches Schedule, to the best of its knowledge information and belief but strictly without liability but such explanations shall be based solely on the documents of title held. If full explanations cannot be provided, this will not be a reason to delay closing or to demand further explanations.
 - (ii) In the event that the Purchaser's solicitor fails to provide closing searches to the Vendor's Solicitor on the later of the Closing Date or one Working Day after being requested to do so (time being of the essence in this regard) then the requirement for closing searches shall be deemed to have been unconditionally waived by the Purchaser. General Conditions 15 and 20 shall be read subject to and shall be modified by this Special Condition 9.

The Purchaser further acknowledges and Accepts that any warranties, statements, representations, replies to requisitions/rejoinders on title, affidavits and declarations are or will be given by or on behalf of the Vendor to the best of their knowledge, information and belief, albeit limited as aforesaid.

10. **Local Property Tax, Household Charge and Non Principal Private Residence Tax**

The Vendor shall discharge the Local Property Tax, Household Charge and Non Principal Private Residence Tax as applicable to the Subject Property in advance of the completion of the Sale and furnish the Purchaser with evidence of payment on completion of the Sale. The amount paid by the Vendor in respect of Local Property Tax relating to the Subject Property shall be apportioned as between the Vendor and the Purchaser in accordance with the provisions of General Condition 23 and the Purchaser's share thereof will be due on completion in addition to the balance purchase

monies. General Condition 6(f) and General Condition 23 are amended accordingly.

11. **Risk – Insurance**

The Vendor's liability under General Condition 39 is (in addition to the limitations imposed by General Condition 40) limited to the extent of the insurance cover available to the Vendor in respect of the Subject Property (if any). The Vendor does not warrant or represent that any insurance cover is or will be carried in respect of the Subject Property.

12. **No Alienation**

The Purchaser shall not assign, sub-sell or part with the benefit of this Contract or their interest therein without the previous consent in writing of the Vendor.

13. **Inspection/Contents**

13.1 The Subject Property is sold in its present state and condition and the Purchaser is deemed to have inspected the Subject Property and be aware of its present state and condition including (without limitation) all fixtures and fittings included therein. The Purchaser shall be deemed to have satisfied itself in connection with any fixtures and fittings in the Subject Property, the ownership thereof and any possible encumbrances affecting them. General Condition 42 is hereby deleted.

13.2 For the avoidance of doubt no fittings, chattels, possession or contents in, on or about the Subject Property (the **Contents**) are included in the Sale but the Vendor shall be entitled to leave same in the Subject Property.

13.3 With effect from the date of completion of the Sale, the Contents shall be at the sole risk of the Purchaser and the Purchaser shall be responsible for all loss and damage thereto whatsoever and howsoever arising.

13.4 In the event of a claim to title being made by a third party to any of the Contents, the Purchaser shall have no right of recourse against the Vendor in respect of any claim arising therefrom (or any costs relating thereto) and it shall be a matter for the Purchaser, at his own expense to deal with the claim to title after completion of the Sale and if necessary make all arrangements to return the relevant item/s to the rightful owner.

14. **Postal Closing**

Without prejudice to Special Condition 7.1 where the Vendor agrees that completion of the within transaction is to take place otherwise than at the office of the Vendor's Solicitor the mode of dispatch of the completion documents unless otherwise agreed shall be through the Documents Exchange (DX), or if the Purchaser's solicitor is not a member thereof, by registered post. In such circumstances the Purchaser shall pay the balance of the Purchase Price by 12:00 noon no less than one Working Day prior to the Closing Date and the Vendor's solicitor shall not be required to dispatch the completion documents until the balance of Purchase Price has been received and full value is available to the Vendor.

15. **State of the Property**

15.1 The Purchaser shall not call upon the Vendor to remove from the Subject Property any rubbish, spoil, fittings from advertising or promotion materials or signs or other objects on or in the Subject Property whether or not owned by the Vendor and shall not delay the closing of the sale on account of the state of the Subject Property. For the avoidance of doubt any objects or contents within the Subject Property, including without limitation furniture and furnishings, are not Purchased Chattels or otherwise included in this Sale and the Vendor does not give any warranty as to the title thereto.

15.2 General Condition 17 is hereby amended accordingly.

16. **BER Certificate**

The Purchaser has been furnished with the BER Certificate referred to in the Documents Schedule and the related advisory report and expressly acknowledges that no warranty has been given or representation made by or on behalf of the Vendor with regard to the veracity of same. The Purchaser expressly agrees that the no liability shall attach to the Vendor and/or their solicitors in respect of any inaccuracy in those documents.

17. **Deposit**

The deposit of 10% shall be paid forthwith to the Auctioneer as stakeholder. The Purchaser Agrees that the Auctioneer shall be free without further authorisation to transfer all or part of the deposit to the Vendor's Solicitor prior to the Completion Date which shall likewise be held by the Vendor's Solicitor as to the part transferred as stakeholder. General Condition 4(d) shall be read subject to this Special Condition.

18. **Entire Agreement and Representations**

The Purchaser agrees and Accepts that no information, statement, description, quantity or measurement contained in any advertisements or given orally or contained in any brochure, catalogue, letter, report, docket or hand out issued by or on behalf of the Vendor or any agent acting on behalf of the Vendor in respect of the Subject Property (whether or not in the course of any representation or negotiations leading to the Sale) shall constitute a representation inducing the Purchaser to enter into the Sale or a condition or warranty forming part of this Contract. Any information, statement, description, quantity or measurements so given or contained in any such advertisement, brochure, catalogue, letter, report or hand out issued by or on behalf of the Vendor or any agent on its behalf are for illustration purposes only and are not to be taken as matters of fact and that any mistake, omission, inaccuracy or mis-description given orally or in the form of any advertisement, brochure, catalogue, letter, report or hand out issued by or on behalf of the Vendor or any of its agents (whether or not in the course of any representation or negotiations leading to the Sale) shall not give rise to any right of action, claim, entitlement or compensation against or from the Vendor or any of its agents under this agreement or otherwise or any right of residue of termination. The within Contract comprises the entire of the Contract between the Vendor and the Purchaser and supersedes any other alleged contract between the parties in relation to the Subject Property. For the avoidance of doubt, the parties hereby acknowledge that any previous agreement which may have been entered into by the Vendor and Purchaser relating to the Subject Property is hereby rescinded. Any statement, representation or warranty made by the Vendor, agent or employees during the course of negotiations leading to the Sale which are not herein contained and set forth are hereby treated as having been withdrawn and will have no force or effect at law whatsoever. General Condition 29 shall be read subject to this condition.

19. **Corporate Documentation**

The Purchaser shall be furnished with all such Certificates of Incorporation and Memoranda and Articles of Association of such corporate predecessors in title as are detailed in the Documents Schedule and any relevant company law compliance documents in their possession. The Purchaser shall not require any further Memoranda and Articles of Association, Certificates of Incorporation, copy resolutions or company law compliance documents to be furnished.

20. **Purchaser's Warranty**

The Purchaser warrants that he is not a person connected to (i) Ernst and Young, the Agent of the Vendor; (ii) an officer or employee of the Vendor or (iii) Ruth Siphon Mlambo (the **Former Owner**), where "person connected to" means any of the following:

- (a) a company (as defined under the relevant Companies Acts in the jurisdiction governing this Contract and each or both being referred to as **a Relevant Company**) related to any of the parties (i) to (iii) above;
- (b) a company in which any of the parties (i) to (iii) above are shareholders (an **Owned Company**);
- (c) a company controlled by any of the parties (i) to (iii) above, that is to say a company in which any of the parties (i) to (iii) have an interest (either alone or together with (1) a Relevant Company, (2) a nominee (as defined in (d) below) of any of the parties (i) to (iii), (3) a trustee of any of the parties (i) to (iii) above, (4) a person in partnership with any of the parties (i) to (iii) above in connection with any credit facility or security or (5) an Owned Company) in 25% or more of the equity share capital or entitled to exercise or control the exercise of 25% or more of the voting powers at any general meeting;
- (d) a nominee or person who may or does in fact act at the direction of any of the parties referred to at (i) to (iii) and (a) to (c) above;
- (e) a trustee (whether or not declared) where the beneficiaries include, directly or indirectly, any of the parties (i) to (iii) above or any of the parties referred to at (a) to (d) above;
- (f) the Former Owner.

21. **Severance**

If any term, provision, clause or sub-clause of this Contract shall in whole or in part be held by a Court to be unlawful void or unenforceable under any enactment or rule of law that term, provisions, clause or sub-clause or part thereof shall to the required extent be severed from and deemed not to form part of this Contract and the validity and enforceability of the remainder of this Contract shall not be thereby adversely affected.