

Checklist for Mixed Development

Property - Title Issues

- 1.Has the client acquired title to all the lands comprised in the proposed development?
- 2.Does any property need to be got in?
- 3.Who holds the title documents.
- 4.Letter of authority signed.
- 5.Tenure? If leasehold, check user clause and covenants.
- 6.Outstanding encumbrances.
- 7.Any interests to be got in.
- 8.Any scope to extend the development at some stage in the future into neighbouring or adjoining premises. (This will help you when dealing with your definitions - for example, if any exclusivity of user is offered with regard to the development, do you intend it to benefit the enlarged development?).
- 9.Any possibility of securing an option on adjoining lands?
- 10.Access, services, capacity.
- 11.Any CPOs or road widening required to facilitate the development?
- 12.Any boundary issues with adjoining owners ?

Surveys

1 Carrying out of pre contract

- a. Site survey as to suitability for intended development
- b. Removal of any contaminated soil
- c. Vendor / purchaser to be responsible for clearing of site?

Planning and Third Party Consents

- a. Does planning exist for the entire development - or is it a phased development?
- b. Will any revision applications need to be made based on current objectives or likely tenant requirements and, if so, will any deals be subject to planning?
- c. Fire Safety Certificate.
- d. Any other third party consents necessary?
- e. Does the Planning and Development Act, 2000 (Social & Affordable Housing) impact on the development?

Finance

- a. Existing Mortgagee?
- b. Project finance, equity financing and/or loan financing?
- c. Pre-Let requirement for Project Finance? (This is more for solicitors' information for scheduling).

Development, Maps, Insurance

- a. Brief description of proposed development. Will be launched in phases and, if so, what is the time frame?
- b. Who will prepare the estate map and elevations of each unit and other areas to be described (for example, plant areas)? (This will help get you thinking about legal structure and service charge).
- c. Who will sign the Declaration of Identity?
- d. Floor area (or more to the point, end use value). The split between commercial versus residential. (This will help you gauge whether the development is predominantly a residential or commercial development, which in turn may indicate where the greater value is for the development and who may wish to prioritise accordingly).
- e. What is the developer's specification for each class of unit?
- f. When does construction work commence, what is the building programme and what is the estimated date of completion for occupation/fit out?
- g. To what extent does developer want to reserve the right to alter the proposed development? Will developer reserve the right to vary the overall development or will there be a minimum development commitment? (If, for example, you are an apartment purchaser, would you buy without the convenience stores and leisure centre at ground floor level, or if you were the convenience store investor would you buy without x number of apartments overhead?).
- h. Who is the insurance agent to advise on insurance requirements for the following period:
 - I. During developers works.
 - II. During any period of fit out.
 - III. Post completion - going into the future.

9. Any specific rights or licences to be granted or to be reserved out of scheme Leases.

10. Plant areas, service yards, fit out compound areas or any of these areas to be demised or licensed to the tenants.

11. Minimum level of professional indemnity insurance for consultants?

User

- i. Broadly speaking, what use will each unit in the development be put to?
- j. What exclusivity of user (if any) will be granted to any tenant in the development?
- k. What restriction on user (as to time and/or nature) will be imposed on tenants in the development?
- l. Any prohibited uses?

Builder and Professional Team

- a. Who is the builder?
- b. Any nominated sub-contractors?
- c. Who is the architect?
- d. Project supervisor (design stage)?
- e. Project supervisor (construction stage)?
- f. Consulting/structural engineer?
- g. Services/mechanical and electrical engineer?
- h. Fire/health safety consultant?

- i. Property manager? (This is, in my experience, one of the most important persons in terms of preparing the scheme documentation as he/she will be the person ultimately responsible for running the development post-completion).
- j. Letting agent?
- k. Quantity Surveyor?
- l. Health & Safety Consultant?
- m. Building Agreement assigned?

Appointment of Professional, Collateral Warranties and Structural Issues

- a. Building Contract?
- b. Consultancy Agreement/Letters of Appointment for professional team?
- c. Consultants' Collateral Warranties?
- d. Main Contractor Collateral Warranty?
- e. Sub-Contractor Collateral Warranty?
- f. Defects insurance?
- g. Structural Defects Indemnity?
- h. Homebond registration for residential elements?
- i. Form of post completion certificates (compliance with Planning Permission/Building Regulations) to be agreed.

Ownership Structures and Management Company (service charge) (See below)

Car Park

- a. How many car parking spaces?
- b. Who will use them?
- c. Will they be:
 - I Licensed
 - II Freely used by the public
 - III Used for deliveries
 - IV Used by persons paying a fee "at the barrier"
- 1. Will ownership of the Car Park be retained by the developer or passed to an investor or tenant (car park operator) or to the management company?
- 2. Who derives income from the Car Park?
- 3. Will income from Car Park go towards the reduction of the service charge as it relates to the Car Park and/or to the development generally or will it be receivable by one of the parties mentioned at number 3 above?
- 4. Will any tenants of the development not have any right to use the Car Park?

Restriction on staff Car Parking

- a. Who has direct access to the Car Park?
- b. Will the Car Park be sold as "a going concern"? (**Recovery of large capital outlay**).
- c. Will car park spaces be allotted to apartment owners?
- d. Will these be available to users of the retain outlets?
- e. How will the Car Park operate in practice?

Taxation - Developer should refer all queries on this front to specialist tax advisers.

- a. Tax advice being given by?
- b. Special tax status.
- c. Developer to get written confirmation preferably by reference to a site map as to designated status of entire site with clear setting out of the reliefs available and the statutory basis for the reliefs available.
- d. Will disposal be subject to V.A.T. - method of V.A.T. calculation VAT 4A or will V.A.T. to be charged be included in the premium?
- e. Floor Area Certificates?

Documentation to be Prepared

- a. Agreement for Lease (with landlord covenant to build, usually to shell and core specification) (commercial units).
- b. Contract for Sale with Building Contract (residential units).
- c. Contract to assure the common areas to the management company.
- d. Long Lease (residential).
- e. Investor Lease (commercial).
- f. Occupational Lease (commercial).
- g. Letters of Appointment.
- h. Collateral Warranties.
- i. Car Park Licences.
- j. Declaration of Identity.
- k. Family Home Declarations, Land Registry form and so forth.
- l. Explanatory Memorandum on scheme title, documentation on legal structure (to be recommended as an aid to tenants' solicitors).