

REQUISITIONS ON TITLE



2019 (REVISED) EDITION

VENDOR: Neil Bannon and Paul Doyle as receivers

P.P.S. No./Tax No:

Tax Type/s:

PURCHASER:

P.P.S. No./Tax No.:

Tax Type/s:

PROPERTY: Unit 1 Aldborough Court
North Strand Road
Dublin

YOUR REF:

OUR REF:

42104.13

We certify that the following Requisitions numbered 1 to 45 inclusive are those of the Law Society Requisitions on Title 2019 (Revised) Edition (revised October 2020) without alteration or omission (save where omission of an entire category is expressly stated and explained under a category heading) and that the numbering of the requisitions is unchanged from that of the said Requisitions of the Law Society of Ireland and that the reproduction of the said Requisitions following is by expressed permission of said Law Society who are the owners of the copyright therein.

Mason Hayes & Curran LLP Solicitors

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All of the above categories are included in this set except those marked "Excluded" above.

1. If these Requisitions are used for the purposes of a mortgage "Vendor" shall read "Borrower" and "Purchaser" shall read "Lender".
2. In these Requisitions any reference to any Act shall include any extension amendment modification or re-enactment thereof and any regulation order or instrument made thereunder and for the time being in force.
3. Inherent in these Requisitions is the principle that any information requested is to be provided contemporaneously with the replies, unless otherwise stated.
4. Where a requisition requests a document or a draft document, a copy or a draft as appropriate will be provided with the replies and the original on closing, unless otherwise stated.
5. The reply "Not applicable" means that the requisition is not applicable because the matter the subject of that requisition does not arise in respect of the property.

REQUISITIONS ON TITLE**REPLIES**

The following Requisitions on Title are made:-

1. PREMISES

1. a. Are there any contents included in the purchase price.

b. If so, furnish a list of same and give the Vendor's estimate of value
2. If any fixtures fittings or chattels included in the sale are the subject of any lease, rental, hire purchase agreement or chattel mortgage furnish the agreement and on closing prove payment to date or (as the case may be) discharge thereof.
3. a. Furnish a copy of a valid Building Energy Rating certificate and related advisory report in respect of the property.

b. In respect of a building in the course of construction, furnish a provisional Building Energy Rating certificate, if appropriate.
4. Which of the boundaries belong to the property and which are party.
5. In relation to boundaries, furnish any agreements as to repair maintenance or otherwise.
6. Are there any disputes with any adjoining owner. If so, furnish details.
7. Is the property registered under HomeBond, Premier, or alternative policy/scheme.
8. If so, and if still in force, furnish guarantee certificate/final notice.

No

Herewith

Presumed boundary walls belong and party walls are party

Not to Vendor's knowledge

Ditto

Not applicable.

2. WATER SERVICES/LOCAL AUTHORITY SERVICES

1. Is the property serviced with:-
 - a. Sewerage
 - (i) if so, state whether by Irish Water mains, on-site domestic septic tank or other on-site domestic waste water treatment system, or other
 - (ii) if by Irish Water mains, furnish evidence of registration with Irish Water
 - (iii) if by on-site domestic septic tank or other on-site domestic waste water treatment system, furnish evidence of registration of the system with Protect Our Water
 - (iv) if other, furnish details, evidence of registration of the system with Protect Our Water, and (if applicable) a Water Services Acts licence or exemption.

See speical conditions of the contract for sale.

<p>b. Water</p> <p>(i) if so, please state whether by Irish Water mains, on-site domestic well, group water scheme, or other</p> <p>(ii) if by Irish Water mains, furnish evidence of registration with Irish Water</p> <p>(iii) if by on-site domestic well, furnish details</p> <p>(iv) if by group water scheme or other, furnish details and (if applicable) a Water Services Acts licence or exemption.</p> <p>2. a. Have the roads, lanes, footpaths, public lighting and surface-water drains (the "services") abutting the property been taken in charge by the local authority.</p> <p>b. If so, furnish a letter from the local authority or Vendor's solicitor's certificate based on an inspection of the local authority records or personal knowledge certifying the position.</p> <p>c. Confirm that there has been no change in the position certified in the local authority letter, or in the circumstances.</p> <p>d. If the services are not in charge, furnish an indemnity under seal.</p> <p>e. If an indemnity has been given to the Vendor or his predecessor, have it assigned to the Purchaser.</p>	<p>Ditto</p> <p>Yes, see letter from Dublin City Council dated 25 May 2005</p> <p>Not to vendor's knowledge</p>
<p>3. EASEMENTS AND RIGHTS</p> <p>1. a. Are there any pipes drains sewers wires cables or septic tank on under or over other property which serve the property in sale.</p> <p>b. If so, furnish details and evidence of the easement authorising same.</p> <p>c. What are the Vendor's rights and obligations in respect of same.</p> <p>2. a. Is the property subject to any right of way water light air or drainage or to any other easement or turbary right or other profit a prendre or any reservation covenant condition or restriction or to any right of any kind. If so, furnish details.</p> <p>b. Is the property subject to any liability to repair any road sewer drain or sea wall or to any other similar liability. If so, furnish details.</p> <p>4. OBLIGATIONS/PRIVILEGES</p>	<p>See special conditions of the contract for sale</p>

REQUISITIONS ON TITLE**REPLIES**

1. Is any road path drain wire cable pipe boundary wall or other facility (which is not in charge of the local authority) used in common with the owner or occupier of any other property.

See special conditions of contract for sale

2. If so, furnish details and state the Vendor's rights and obligations in respect of the aforementioned and any agreements in relation to such user.

5. FORESTRY

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable

6. FISHING

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable

7. SPORTING

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable

8. POSSESSION

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

Declined, see special condition 4.5

9. COMMERCIAL TENANCIES

1. a. Is the property or any part of it let.

Yes, see special condition 4.5

b. If so, furnish the lease or tenancy agreement.

Herewith

c. If the tenancy agreement is not in writing state and prove the terms of the tenancy.

Not applicable.

d. If the tenant has completed a renunciation under the Landlord & Tenant (Amendment) Act 1994, furnish same.

Not to vendor's knowledge

e. If the landlord and the tenant have entered into any other agreements, furnish same if in writing or furnish details if not in writing.

Herewith

2. On what date did the tenant commence occupation of the property.

See documentation re sublease furnished.

3. a. State name of tenant, rent payable and gale days.

Ditto

b. Furnish details of how the rent is paid by the tenant to the Vendor.

c. Has a rent review taken place. If so, furnish details of when it took place, the outcome and copy signed

See special condition 4

REQUISITIONS ON TITLE**REPLIES**

memorandum of rent review or copy determination.

d. Confirm that there are no arrears of rent.

Confirmed

4. a. Was any security deposit paid by the tenant.

No

b. If so, state the amount paid by the tenant and furnish same to the Purchaser on closing.

5. a. If the property or any part of it is or was let, is it subject to any tenant's claim or future claim for compensation or otherwise.

b. Is the Vendor or his agent aware of any fact which will or may give rise to any such claim.

Not to Vendor's knowledge

6. Have any improvements been carried out by the tenant. If so, furnish details.

Ditto

7. a. Confirm whether or not the tenant and the Vendor are in compliance with their respective obligations under the lease.

Yes, to the best of the Vendor's knowledge, information and belief.

b. If not, furnish details of any non compliance.

8. On closing furnish letter addressed to the tenant notifying them of the sale and authorising payment of rent to the Purchaser.

Confirmed

9. Furnish any notices that may have been served either by the tenant or the Vendor on the other.

None to the best of the Vendor's information, knowledge and belief

10. TENANCIES - RESIDENTIAL ONLY

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

11. OUTGOINGS

1. What is the Rateable Valuation of:

This is a matter for the tenant

a. Lands

b. Buildings

2. Has any work been carried out on the property which might result in the valuation being revised. If so, furnish details.

Not to the Vendor's knowledge

3. Has any notice or intimation been given of any change in the rateable valuation. If so, furnish details.

Ditto

4. Furnish details of any remission of rates in force.

Not known

5. a. Is the property subject to commercial rates to which Section 32 of the Local Government Reform Act 2014 applies.

REQUISITIONS ON TITLE**REPLIES**

b. If so, are there any arrears of commercial rates due to the local authority by either the owner or, if different, the occupier.

c. If so, furnish now evidence of the sum due to the local authority in respect of commercial rates, including any penalty charge that has arisen under Section 32 of the Local Government Reform Act 2014.

d. Furnish on closing receipt/evidence of discharge of same.

6. a. Is there or has there been a separate commercial water rate and/or refuse charge payable.

b. If so, furnish details naming the party to whom payable, the basis of the charge, and furnish any agreement or contract which regulates such payment.

7. Furnish details of any other periodic charge, annual charge, or rent charge which affects the property or any part of it.

8. Furnish on closing receipts to last accountable date in respect of all outgoings.

9. Furnish an apportionment account at least five working days prior to closing together with vouchers necessary to vouch same.

10. In respect of non-residential property furnish on closing copy letter sent by the Vendor to rating authority notifying them of the change of ownership.

Matter for the purchaser

None to vendor's knowledge

Agreed

On closing

12. NOTICES

1. a. Has any notice certificate or order been served upon or received by the Vendor or has the Vendor notice of any intention to serve any notice or issue any certificate or make any order relating to the property or any part of it under the -

Nonoe to vendor's knowledge

Agricultural Credit Acts

Air Pollution Act

Building Control Acts

Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010

Conveyancing Acts

Derelict Sites Acts

Electricity Supply Acts

Environmental Agency Act

Finance (Local Property Tax) Acts

Fines (Payment and Recovery) Act 2014

Fire Brigade Acts

Fire Services Acts

Forestry Acts

Gas Acts

Housing Acts

Housing (Private Rented Dwellings) Acts

Labourers Acts

REQUISITIONS ON TITLE**REPLIES**

Land Acts
Land & Conveyancing Law Reform Acts
Landlord and Tenant Acts
Local Government (Charges) Acts
Local Government (Household Charge) Acts
Local Government (Planning and Development) Acts
Local Government (Sanitary Services) Acts
Local Government Reform Act 2014
Mineral Development Acts
Multi-Unit Developments Act 2011
National Asset Management Agency Act 2009
National Monuments Acts
Office Premises Act
Petroleum and other Minerals Development Acts
Planning and Development Acts
Public Health Acts
Registration of Title Acts
Rent Restrictions Acts
Residential Tenancies Acts
Safety in Industry Acts
Succession Act
Taxes Consolidation Acts
Urban Regeneration and Housing Act 2015
Water Pollution Act
Water Services Acts
Wildlife Act

- or under any other Act or any statutory rule order or statutory instrument

b. Furnish any notice certificate or order so served or received.

c. Has the same been complied with.

2. a. Has the Vendor served any such notice.

b. If so, furnish copy now.

3. a. Has a notice of intention to compulsorily acquire the property or to resume possession of the property or any part of it been served on the Vendor or his agent by any local or statutory authority or body or person who has power to acquire the property compulsorily.

b. If so, furnish copy now.

13. SEARCHES

1. Give the Vendor's full name and present address.

2. Has the Vendor ever executed any document in relation to the property in the Irish equivalent or any other variant of his name. If so, furnish details.

3. a. Has the Vendor ever committed an act of bankruptcy or been adjudicated a bankrupt in any EU jurisdiction.

b. If so, furnish details and state if the Vendor has been

Vendor says no

Not to vendor's actual knowledge informaiton or belief

See contract for sale

Vendor says no

Ditto

REQUISITIONS ON TITLE**REPLIES**

discharged from bankruptcy.

c. Has the Vendor ever entered into a personal insolvency arrangement in any EU jurisdiction.

d. If so, furnish details and state if the Vendor has been discharged from insolvency.

4. The purchaser will make appropriate searches to include but not limited to the Registry of Deeds, Land Registry, Judgements (High Court Register of Judgments and Incumbrances affecting Real Estate), Bankruptcy, Register of EU Personal Insolvencies, Register of Debt Relief Notices, Register of Protective Certificates, Register of Debt Settlement Arrangements, Register of Personal Insolvency Arrangements, Bills of Sale, Sheriff's Office, Revenue Sheriff's Office, Sheriff's/Receiver of Fines Office, Companies Office, and Planning Office and any acts appearing on any such search must be explained and/or discharged (where applicable) by the Vendor prior to or on closing.

5. Furnish all searches in Vendor's possession and furnish the search provided for in the contract with a full explanation (and discharge if applicable) of any acts appearing therein.

Vendor says no

Noted at purchaser's expense

Declined

14. INCUMBRANCES/PROCEEDINGS

1. a. Is the property subject to any mortgage or charge.

b. If so, furnish details.

c. Evidence of release or discharge must be furnished on closing.

Yes, see special conditions of contract for sale

2. In relation to residential property or property with a residential element:

Not applicable.

a. NPPR

(i) (a) Was the property liable to the Non-Principal Private Residence (NPPR) charge on any liability date (31 July 2009, 31 March 2010, 31 March 2011, 31 March 2012, 31 March 2013) since the Local Government (Charges) Act 2009 as amended ("the 2009 Act") came into effect.

(b) If so, furnish certificate of discharge in respect of each relevant liability date.

(ii) (a) If not, did the circumstances giving rise to an exemption apply.

(b) If so, furnish certificate of exemption/statutory declaration as appropriate in respect of each relevant liability date.

(iii) If at any liability date the property was not liable to the NPPR charge because it did not meet the definition of "residential property" as set out in the 2009 Act, furnish statutory declaration by the owner at each relevant liability

REQUISITIONS ON TITLE**REPLIES**

date showing why the NPPR charge was not payable.

b. Household Charge

(i) (a) Was the property liable to the household charge on the liability date (1 January 2012) under the Local Government (Household Charge) Act 2011 as amended ("the 2011 Act").

(b) If so, furnish certificate of discharge or other evidence of payment.

(ii) (a) If not, did the circumstances giving rise to either an exemption or a waiver apply.

(b) If so, furnish certificate of exemption or certificate of waiver.

(iii) If the property was not liable to the household charge because it did not meet the definition of "residential property" as set out in the 2011 Act, furnish statutory declaration by the owner showing why the household charge was not payable.

c. LPT

(i) (a) Was the property liable to local property tax (LPT) on any liability date since the Finance (Local Property Tax) Act 2012 as amended came into effect.

(b) If so, furnish confirmation from Revenue by way of printout from Revenue's online system that there are no outstanding amounts for LPT payable.

(ii) If at any liability date the property was not liable to LPT furnish statutory declaration by the owner at each relevant liability date showing why LPT was not payable together with (where applicable) a copy of confirmation from Revenue by way of printout from Revenue's online system that there are no outstanding amounts for LPT payable.

(iii) If the Vendor is applying for specific Revenue clearance, furnish same on or prior to closing.

3. Fines (Payment and Recovery) Act 2014 ("the 2014 Act")

a. Has a fine (to include costs, compensation or expenses) in excess of 500 euro been imposed on the Vendor by a court as the result of being convicted of an offence.

b. If so, and if the fine remains unpaid, has a recovery order (pursuant to the provisions of the 2014 Act) been made by the court whereby an approved person or sheriff has been appointed as a receiver.

c. If a recovery order has been made, furnish evidence that same has ceased to have effect.

4. a. Has the Vendor or his predecessor in title received

Not applicable.

Not applicable.

Vendor says no

Not to the Vendor's information knowledge and belief

REQUISITIONS ON TITLE**REPLIES**

any grant in respect of the property.

b. If so, furnish details including the date of grant approval.

c. Is any part re-payable.

5. Has any judgment been obtained against the Vendor which is capable of being registered as a judgment mortgage. If so, furnish details.

6. Is there any litigation pending or threatened or has any court order been made in relation to the property or any part of it or the use thereof or has any adverse claim thereto been made by any person. If so, furnish details.

7. a. Has any person other than the Vendor made any direct or indirect financial contribution or been the beneficiary of any agreement or arrangement whereby that person has acquired an interest in the property or any part of it.

b. If so, furnish details of the interest acquired or claimed.

Vendor says no

Not to the Vendor's information, knowledge or belief

Ditto

15. VOLUNTARY DISPOSITIONS/BANKRUPTCY

1. Is there a voluntary disposition on title.

No

2. If so, furnish in respect of each such disposition:

a. A statutory declaration from the disponent that the disposition was made bona fide for the purpose of benefiting the disponent and without fraudulent intent to delay hinder or defraud or if this is not within the reasonable procurement of the Vendor confirmation that the Vendor is not aware of any such fraudulent intent.

b. If the disposition was made within the past 5 years evidence by way of statutory declaration of the disponent that at the date of the disposition the disponent was solvent and able to meet his/her debts and liabilities without recourse to the property disposed of.

c. A bankruptcy search against the disponent.

16. TAXATION**Estate Duty**

Not applicable.

1. a. On the death of any person on the title prior to the 1 April 1975 did any reversionary interest pass.

b. If so, was payment of estate duty arising on such passing deferred.

c. If so, furnish a certificate of the subsequent discharge of such duty in any case where the reversionary interest fell into possession within six years of the date of this sale.

REQUISITIONS ON TITLE

REPLIES

Capital Acquisitions Tax

Not applicable.

2. Where the title to the property or any part thereof depends on a claim of adverse possession furnish a certificate of discharge from capital acquisitions tax pursuant to Section 62 (2) of the Capital Acquisitions Tax Consolidation Act 2003 as amended by Section 128 of the Finance Act 2008.

Capital Gains Tax

Purchase price to be confirmed

3. If the consideration exceeds the capital gains tax threshold current at the date of the contract either in this sale or in the aggregate of this and previous sales between the parties hereto furnish on closing an appropriate certificate referred to in subsection 4(b) and issued under subsection 8(a) or 8A of Section 980 of the Taxes Consolidation Act 1997 as amended.

4. In the event of such certificate not being furnished on or prior to closing the Purchaser shall be bound to deduct and pay to the Revenue Commissioners 15% of the total consideration.

Confirmed if applicable

5. If the consideration is of such a kind that a monetary deduction cannot be made and the market value of the property exceeds the capital gains tax threshold current at the date of this contract furnish on closing an appropriate certificate as referred to in subsection 4(b) and issued under subsection 8(b) or 8A of Section 980 of the Taxes Consolidation Act 1997 as amended.

Not applicable.

6. In the event of the certificate referred to at 16.5 not being furnished on or prior to closing the Purchaser shall be bound to give notice to the Revenue Commissioners of details of the transaction in accordance with Section 980 of the Taxes Consolidation Act 1997 and to enable the Purchaser to comply with that section the Vendor shall provide 15% of the estimated market value of the property to the Purchaser on closing.

Noted

Stamp Duty

See contract for sale

7. Furnish details of the Vendor's tax number and tax type and property ID number for LPT, all duly vouched.

8. If the property is partially residential, furnish stamp duty apportionment form, with Vendor's section completed, together with estate agent's valuation to vouch.

Not applicable.

Probate Tax

Not applicable.

9. Furnish a certificate of discharge from probate tax for any deaths on title between 18 June 1993 and 6 December 2000 where the surviving spouse inherited a life interest that will now cease or has ceased within the last 12 years.

Value-Added Tax

Confirmed if applicable

REQUISITIONS ON TITLE**REPLIES**

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

17. NON RESIDENT VENDOR

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable

18. BODY CORPORATE VENDOR ON TITLE

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable

19. LAND ACT 1965 TO 2005

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable

20. UNREGISTERED PROPERTY

1. Furnish a written assent by the personal representative of any person on the title who died after 31 May 1959.

Not applicable.

2. If all or any of the property is unregistered land the registration of which was compulsory prior to the date hereof, procure such registration prior to closing.

Not applicable.

3. If all or any of the property is unregistered land the registration of which will become compulsory by virtue of this sale furnish now a map of the property duly marked complying with Land Registry mapping requirements.

See map attached to lease

4. Where may the originals of all title documents be inspected.

Vendor's solicitor's office

5. Which of them will be delivered to the Purchaser on completion.

As per documents schedule

6. If applicable who will give the Purchaser the usual statutory acknowledgement and undertaking for the production and safe custody of those documents not handed over.

Not applicable.

21. IDENTITY

The identity of the property sold with that to which title is purported to be shown must be proved.

Property is sufficiently identified

22. REGISTERED PROPERTY

REQUISITIONS ON TITLE**REPLIES**

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

23. FAMILY HOME PROTECTION ACT 1976 ("the 1976 Act"), FAMILY LAW ACT 1995 ("the 1995 Act"), FAMILY LAW (DIVORCE) ACT 1996 ("the 1996 Act") AND CIVIL PARTNERSHIP AND CERTAIN RIGHTS AND OBLIGATIONS OF COHABITANTS ACT 2010 ("the 2010 Act")

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

No

On closing a declaration of the receiver will be provided, limited to the period of appointment, knowledge, information and belief.

Declined, documents listed in the Documents Schedule only will be furnished.

24. FAMILY LAW ACT 1981 ("the 1981 Act") AND FAMILY LAW ACT 1995 ("the 1995 Act")

1. Has there been any disposition of the property to which Sections 3 and 4 of the 1981 Act would apply.
2. If the answer to 24.1 is no, furnish statutory declaration verifying this fact on closing and furnish draft declaration for approval.
3. If such a disposition was made then the other party to the engagement and the donor must join in the deed to release and assure his/her/their respective interest(s) in the property.
4. Confirm by way of statutory declaration that Section 5 of the 1981 Act (as amended by Section 48 of the 1995 Act) does not affect the property (if such is the case) and furnish draft declaration for approval.

On closing a declaration of the receiver will be provided, limited to the period of appointment, knowledge, information and belief.

5. In respect of any disposition of unregistered property on title since 23 June 1981 furnish

- a. the statutory declaration mentioned in 24.2 or
- b. the release and assurance mentioned in 24.3 as appropriate, and
- c. the statutory declaration mentioned in 24.4.

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

1. Confirm by way of statutory declaration that no application or order has been made under the 1989 Act, the 1996 Act or the 2010 Act and that no order has been made under the 1995 Act affecting the property.
2. Confirm by way of statutory declaration that this is not a "disposition" (as defined by the 1989 Act, the 1995 Act, the 1996 Act or the 2010 Act) of the property for the purposes of defeating a claim for "financial relief" (as defined in Section 29 of the 1989 Act) or "relief" (as defined in Section 35 of the 1995 Act, Section 37 of the 1996 Act and Section 137 of the 2010 Act).
3. If the Vendor acquired the property after 19 September 1989 confirm that he was a bona fide purchaser for value (other than marriage) without notice of any intention to defeat a claim for financial relief.
4. Furnish a draft of the statutory declaration mentioned in 25.1 and 25.2 in respect of the current sale of the property and, in respect of unregistered property, copies of all such statutory declarations in respect of all previous dispositions of the property on title since the 1989 Act, the 1995 Act, the 1996 Act and the 2010 Act came into operation.

26. LOCAL GOVERNMENT (PLANNING AND DEVELOPMENT) ACTS 1963 TO 1999 AND PLANNING AND DEVELOPMENT ACTS 2000 TO 2014 ("the Planning Acts")

1. Has there been in relation to the property any development (including change of use or exempted development) within the meaning of the Planning Acts on or after 1 October 1964.
2. In respect of all such developments furnish (where applicable):
 - a. Grant of planning permission or

On closing a declaration of the receiver will be provided, limited to the period of appointment, knowledge, information and belief.

Requisition 26 is declined in its entirety in accordance with the special conditions of the Contract for Sale

- b. Outline planning permission and grant of approval.
 - c. Building Bye Law approval (if applicable).
 - d. Evidence of compliance with the financial conditions by way of letter/receipt from the local authority.
 - e. Certificate/Opinion from an architect/engineer that the permission/approval relates to the property and that the development has been carried out in conformity with the permission/approval and with the Building Bye-Law approval (if applicable) and that all conditions other than financial conditions have been complied with.
 - f. In respect of exempted developments in each case state the grounds upon which it is claimed that the development is an exempted development and furnish a certificate/opinion from an architect/engineer in support of such claim.
3. a. Is the permission a permission which would have withered but for the provisions of Section 4 of the Planning and Development (Amendment) Act 2002.
- b. If the said permission is a permission which would have withered in the circumstances outlined in paragraph a. above, state whether a levy has been paid or is still payable to the planning authority in the sum of 1% of the sale price if the sale price is equal to or in excess of Euro 270,000.00 or 0.5% of the sale price if the sale price is less than that amount.
- c. Furnish local authority receipt for payment of the levy (if applicable).
- d. If it is stated that no levy is payable, state the reasons.
4. In respect of developments completed after 1 November 1976 furnish evidence by way of statutory declaration of a competent person that each development was completed prior to expiration of the permission/approval.
5. Is the property or any part of it:
- a. Situate in
 - an architectural conservation area
 - an area of special planning control
 - an area of special amenity
 - a landscape conservation area
 - a strategic development zone
- or other area designated under the Planning Acts for any specific purpose or objective.

REQUISITIONS ON TITLE**REPLIES**

b. Subject to any actual or proposed designation of all or any of the property whereby it would become liable to compulsory purchase or acquisition for any purpose under the Planning Acts.

c. A protected structure or proposed protected structure as defined in the Planning Acts.

d. Subject to any tree preservation orders.

6. a. Is there any unauthorised development as defined in the Planning Acts. If so, furnish details.

b. Has any warning notice or enforcement notice been served by the planning authority, or is the Vendor aware of any proposal to serve any such notice. If so, furnish details.

c. Have any proceedings been initiated or threatened by any party alleging any breach of planning. If so, furnish details.

d. Has any written request or acquisition notice been served on the Vendor (or to the Vendor's knowledge, on any predecessors in title) indicating the planning authority's intention to acquire the property or any part of it or is the Vendor aware of any proposal to serve such a request or notice. If so, furnish details.

7. In respect of any retention permission furnish:

a. (Save where the retention permission relates only to a change of use and there were no conditions attached to said permission or was granted in respect of a private house more than ten years ago) satisfactory evidence of compliance from an architect/engineer that the drawings submitted on the application for retention correctly show the structure(s) as built and that the conditions (if any) attached to the retention permission have been complied with.

b. If applicable, satisfactory evidence from an architect/engineer that the development substantially complies with the Building Bye-Laws or with the Regulations made under the Building Control Acts 1990 to 2014.

c. If the unauthorised development is such that Part XA of the Planning and Development Act 2000 as amended applies, provide copies of the substitute consent.

8. What is/are the present use/uses of the property.

9. Has the property been used for each of the uses aforesaid without material change continuously since 1 October 1964.

10. Furnish details of any application for permission (including retention permission) and/or approval under the Planning Acts and the Building Bye Laws and state the result thereof.

11. a. Has any agreement been entered into with the

REQUISITIONS ON TITLE**REPLIES**

planning authority pursuant to Section 38 of the Local Government (Planning and Development) Act 1963 ("the 1963 Planning Act") or Section 47 of the Planning and Development Act 2000 restricting or regulating the development or use of the property.

b. If so, furnish copy of same.

12. a. Has there been any application for or award of compensation under the Planning Acts.

b. If so, furnish copy of same.

c. Has a statement of compensation been registered on the planning register under Section 72 of the 1963 Planning Act, Section 9 of the Local Government (Planning and Development) Act 1990 or Section 188 of the Planning and Development Act 2000 prohibiting development of the property under Section 189 of the Planning and Development Act 2000. If so, furnish details.

13. a. If any development was carried out prior to 13 December 1989 and Building Bye-Law approval was either not obtained or not complied with furnish declaration that the development was completed prior to 13 December 1989 and that no notice under Section 22 of the Building Control Act 1990 was served by the building control authority between 1 June 1992 and 1 December 1992.

b. Has there been any development carried out since 13 December 1989 with the benefit of Building Bye-Law approval.

c. If so, furnish same and architect's/engineer's opinion of compliance.

14. Furnish statutory declaration by a competent person evidencing user of the property from 1 October 1964 to date.

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

1. Is the property or any part thereof affected by any of the provisions of the Regulations.

2. If it is claimed that the property is not affected by the Regulations state why not.

3. a. Has a commencement notice been given to the building control authority in respect of the property.

b. If so, furnish a copy of same.

4. a. If a commencement notice was lodged with the building control authority on or after 1 March 2014 and Part IIIC of the Building Control Regulations 1997 (as inserted by the Building Control (Amendment) Regulations 2014) ("Part

Requisition 27 is declined in its entirety in accordance with the special conditions of the Contract for Sale

REQUISITIONS ON TITLE**REPLIES**

IIIC") applies, furnish a copy (or certified copy if the certificate on the building control authority register is not accessible to the public) of the certificate of compliance on completion in the form prescribed by the Building Control (Amendment) Regulations 2014, together with evidence that it was registered by the building control authority.

b. If a commencement notice was lodged with the building control authority on or after 1 March 2014 and Part IIIC does not apply, furnish a certificate that the property is exempt from the requirements of Part IIIC and a certificate / opinion of compliance by a competent person confirming that all necessary requirements of the Regulations have been met.

c. If a commencement notice was lodged with the building control authority on or after 1 September 2015 which was accompanied by a valid declaration of intention to opt out of statutory certification in the form prescribed by the Building Control (Amendment) (No. 2) Regulations 2015, furnish a copy (or certified copy if the declaration on the building control authority register is not accessible to the public) of such declaration together with evidence that it was registered by the building control authority, and a certificate / opinion of compliance by a competent person confirming that all necessary requirements of the Regulations have been met.

d. If the property is affected by the Regulations and none of the circumstances described in a., b. or c. above apply, furnish a certificate / opinion of compliance by a competent person confirming that all necessary requirements of the Regulations have been met.

5. If the property is such that a fire safety certificate or a revised fire safety certificate or a disability access certificate or a revised disability access certificate or a regularisation certificate is one of the requirements of the Regulations and the Building Control (Amendment) Regulations 2014 do not apply:

a. Furnish a copy of the fire safety certificate or the revised fire safety certificate or the disability access certificate or the revised disability access certificate or the regularisation certificate.

b. Confirm that no appeal was made by the applicant for such certificate(s) against any of the conditions imposed by the building control authority in such fire safety certificate, revised fire safety certificate, disability access certificate, revised disability access certificate or regularisation certificate.

6. a. Has any enforcement notice under Section 8 of the Building Control Act 1990 as amended been served.

b. If so, furnish a copy of the notice and a certificate / opinion of compliance made by a competent person.

7. If any application has been made to the District Court

REQUISITIONS ON TITLE**REPLIES**

under Section 9 of Building Control Act 1990 as amended furnish details of the result of such application.

8. a. Has any application been made to the Circuit Court or the High Court under Section 12 of the Building Control Act 1990 as amended.

b. If so, furnish a copy of any order made by the court and evidence of any necessary compliance with such order by a certificate / opinion of a competent person.

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

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable

29. NEWLY ERECTED PROPERTY

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable

30. FIRE SERVICES ACT 1981 AND 2003 ("the Fire Services Acts")

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable

31. ENVIRONMENTAL

1. Is the property a European Site as defined in the Planning and Development Acts 2000 to 2014. If so, furnish details.

Requisition 31 is declined in its entirety in accordance with the special conditions of the Contract for Sale

2. Is the Vendor aware of any European Site in the vicinity of the property which designation restricts any activity or use of the property. If so, furnish details.

3. a. Has any notice, certificate, order, requirement or recommendation been served upon or received by the Vendor or has the Vendor notice of any intention to serve any notice relating to the property or any part of it under or by virtue of or pursuant to any "Environmental Laws" (meaning all laws (whether criminal, civil or administrative) including common law, statutes, regulations, statutory instruments, directives, bye-laws, orders, codes and judgements having the force of law in Ireland concerning environmental matters, control and prevention of pollution, protection or preservation or improvement of the environment.

b. If so, furnish copies, with evidence of compliance therewith.

4. Is the Vendor aware of any breach of any Environmental

REQUISITIONS ON TITLE**REPLIES**

Laws in respect of the property. If so, furnish details.

5. a. Has any permit, licence or consent issued under Environmental Laws in respect of the property or any activity carried out therein.

b. If so, furnish copies, with evidence of compliance therewith.

6. Is the Vendor aware of any form of waste as defined under the Waste Management Acts 1996 to 2011 (and including any noxious, deleterious, harmful or polluting matter) in the property which will not be removed by the Vendor prior to completion of the sale. If so, furnish details.

7. a. Has a radon test been carried out on the property.

b. If so, furnish a copy of the report.

c. Furnish details of any action taken to reduce radon levels.

32. FOOD AND FEED HYGIENE

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable

33. LEASEHOLD/FEE FARM GRANT PROPERTY

1. Furnish evidence of the title to make the lease/fee farm grant.

See booklet of title

2. Prove performance and observance of the covenants and conditions contained in the lease/fee farm grant.

On closing a declaration of the receiver will be provided, limited to the period of appointment, knowledge, information and belief.

3. Has any notice affecting the property been served by the lessor/grantor. If so, furnish details.

Not to the Vendor's information, knowledge or belief

4. Has there been any breach non-observance or non-performance of any of the covenants conditions or stipulations contained in the lease/fee farm grant. If so, furnish details.

Ditto

5. Produce for inspection and furnish at closing the last receipt for rent payable.

Not applicable

6. a. State the name and address of the person to whom the rent is now payable and the amount payable showing any deductions or adjustments.

Not demanded

b. On closing, furnish copy letter sent to such person notifying them of the assignment.

On closing

7. If the rent is nominal and has not been demanded in the case of a lease for six years or a fee farm grant for twelve

See 33.2

REQUISITIONS ON TITLE**REPLIES**

years furnish a draft of a declaration by the Vendor stating that:

- a. No rent during that period has been demanded.
- b. No notices have been served upon him.
- c. There have been no breaches or non-observance of the covenants and conditions contained in the lease/fee farm grant.

8. Confirm that an allowance will be made in the apportionment account in respect of any unpaid rent for the past six / twelve years.

9. Furnish the consent of the landlord to the assignment (if applicable) by way of endorsement on the deed.

34. ACQUISITION OF FEE SIMPLE

This entire category is being omitted as it is inapplicable to this transaction.

35. LOCAL GOVERNMENT (MULTI STOREY BUILDINGS) ACT 1988 ("the 1988 Act")

This entire category is being omitted as it is inapplicable to this transaction.

36. NEW OR SECOND-HAND PROPERTY IN A MANAGED DEVELOPMENT TO WHICH THE MULTI-UNIT DEVELOPMENTS ACT 2011 ("the MUDs Act") APPLIES

This entire category is being omitted as it is inapplicable to this transaction.

37. NEW OR SECOND-HAND PROPERTY IN A MANAGED DEVELOPMENT TO WHICH THE MULTI-UNIT DEVELOPMENTS ACT 2011 ("the MUDs Act") DOES NOT APPLY

This entire category is being omitted as it is inapplicable to this transaction.

38. TAX BASED INCENTIVES/DESIGNATED AREAS

This entire category is being omitted as it is inapplicable to this transaction.

39. NATIONAL ASSET MANAGEMENT AGENCY ACT 2009 ("the NAMA Act")

Declined

Not applicable.

Not Applicable.

Not Applicable

Not Applicable

Not Applicable

Not Applicable

REQUISITIONS ON TITLE**REPLIES**

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable

40. LICENSING

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable

41. RESTAURANT/HOTEL

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable

42. SPECIAL RESTAURANT LICENCE

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable

43. PUBLIC DANCING LICENCE & PUBLIC MUSIC AND SINGING LICENCE

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable

44. VACANT SITES

This entire category is being omitted as it is inapplicable to this transaction.

Not Applicable.

45. CLOSING

Furnish on closing the following documents:-

Where agreed.

46. ADDITIONS/NOTES

Dated the day of

Solicitors for the Vendor, for and on behalf of the Vendor

Mason Hayes & Curran LLP
Solicitors
6th Floor
South Bank House
Barrow Street
Dublin 4

REQUISITIONS ON TITLE

2019 (REVISED) EDITION



VENDOR: Neil Bannon and Paul Doyle as receivers

PURCHASER:

PROPERTY: Unit 1 Aldborough Court
North Strand Road
Dublin

YOUR REF:

OUR REF: 42104.13

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