

REQUISITIONS ON TITLE

2019 EDITION



VENDOR: EBS DAC

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

Tax Type/s:

PURCHASER:

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

Tax Type/s:

PROPERTY: Apartment 54 Trimleston
Hamlet Lane, Balbriggan
Co. Dublin

YOUR REF:

OUR REF:

ERN5/995

We certify that the following Requisitions numbered 1 to 44 inclusive are those of the Law Society Requisitions on Title (2019 Edition) 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 the said Law Society who are the owners of the copyright therein.

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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.

- 1.1.a See Special Conditions 13 and 15 of Contract for Sale.
- 1.1.b. Not applicable.
- 1.2. See Special Conditions 13and 15 of Contract for Sale.
- 1.3.a. Furnished.
- 1.3.b. Not applicable.
- 1.4. See Special Condition 9 of the Contract for Sale.
- 1.5. See Special Condition 9 of the Contract for Sale.
- 1.6. Not to Vendor's actual knowledge.
- 1.7. No.
- 1.8. Not applicable.

2. WATER SERVICES/LOCAL AUTHORITY SERVICES

2. 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

- 2.1.a. See Special Condition 9 of the Contract for Sale.

REQUISITIONS ON TITLE**REPLIES**

Water Services Acts licence or exemption.

b. Water

(i) if so, please state whether by Irish Water mains, on-site domestic well, group water scheme, or other

(ii) if by Irish Water mains, furnish evidence of registration with Irish Water

(iii) if by on-site domestic well, furnish details

(iv) if by group water scheme or other, furnish details and (if applicable) a Water Services Acts licence or exemption.

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.

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.

c. Confirm that there has been no change in the position certified in the local authority letter, or in the circumstances.

d. If the services are not in charge, furnish an indemnity under seal.

e. If an indemnity has been given to the Vendor or his predecessor, have it assigned to the Purchaser.

3. EASEMENTS AND RIGHTS

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.

b. If so, furnish details and evidence of the easement authorising same.

c. What are the Vendor's rights and obligations in respect of same.

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.

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.

4. OBLIGATIONS/PRIVILEGES

2.1.b. See Special Condition 9 of the Contract for Sale.

2.2. See Special Condition 9 of the Contract for Sale.

3.1. See Special Condition 9 of the Contract for Sale.

3.2. See Special Condition 9 of the Contract for Sale.

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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.

4.1. See Special Condition 9 of the 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.

4.2. See Special Condition 9 of the Contract for Sale.

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.

8. Confirmed subject to Special Condition 13 and 15.

9. COMMERCIAL TENANCIES

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

Not Applicable.

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:

11.1 Not applicable.

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.

11.2. Not applicable.

3. Has any notice or intimation been given of any change in

11.3. Not to Vendor's actual knowledge.

REQUISITIONS ON TITLE**REPLIES**

the rateable valuation. If so, furnish details.

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

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

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 outgoing.

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.

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 -

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

11.4. Usual domestic remission.

11.5.a. No.

11.5.b. Not applicable.

11.5.c. Not applicable.

11.5.d. Not applicable.

11.6. Purchaser shall make own enquiries.

11.7. Usual charges for a Property of this type as disclosed in title.

11.8. On completion save where otherwise provided for in Special Conditions of Contract.

11.9. Agreed on completion in respect of outgoing which affect the Property save where otherwise provided for in the Special Conditions of the Contract.

11.10. Not applicable.

12.1.a. See Special Condition 9 of the Contract for Sale. Without prejudice to Special Condition 9, the Vendor confirms they have received no notice save where disclosed in the Contract for Sale.

REQUISITIONS ON TITLE**REPLIES**

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
 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
 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

12.1.b. Not applicable.

12.1.c. Not applicable.

12.2.a. No.

12.2.b. Not applicable.

12.3.a. The Vendor confirms that they have received no such notice.

12.3.b. Not applicable.

13.1. See Contract for Sale.

13.2. No.

REQUISITIONS ON TITLE**REPLIES**

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 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.

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.

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

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

13.3. Searches will disclose.

13.4. Noted but none admitted. See Special Condition 9 of the Contract for Sale.

13.5. None such.

14.1. See Special Condition 5 of the Contract for Sale.

14.2.a. See Special Condition 10 of the Contract for Sale.

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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 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

14.2.b. See Special Condition 10 of the Contract for Sale.

14.2.c. See Special Condition 10 of the Contract for Sale.

14.3.a. Not to Vendor's actual knowledge.

14.3.b. Searches shall disclose.

REQUISITIONS ON TITLE**REPLIES**

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 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.

15. VOLUNTARY DISPOSITIONS/BANKRUPTCY

1. Is there a voluntary disposition on title.

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**

1. a. On the death of any person on the title prior to the 1

14.3.c. Searches shall disclose.

14.4.a. Not to Vendor's actual knowledge.

14.4.b. Not applicable.

14.4.c. Not applicable.

14.5. Searches shall disclose.

14.6. Searches shall disclose.

14.7.a. Not to Vendor's actual knowledge.

14.7.b. Not applicable.

15. Not applicable in its entirety.

6.1. Not applicable.

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.

Capital Acquisitions Tax

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.

16.2. Not applicable.

Capital Gains Tax

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.

16.3. On closing if required.

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.

16.4. Noted.

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.

16.5. Noted.

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.

16.6. Noted.

Stamp Duty

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

16.7. See Contract for Sale.

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.

16.8. Agreed where applicable.

Probate Tax

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

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

1. If the Vendor is non-resident for tax purposes:

a. Confirm that no direction has been served by the Revenue Commissioners under Section 644(2) of the Taxes Consolidation Act 1997.

b. On closing furnish Vendor's confirmation in writing that no such direction has been served up to the time when the purchase monies are actually paid by the Purchaser.

18. BODY CORPORATE VENDOR ON TITLE

1. Confirm that the Vendor is incorporated in the state.

2. a. Furnish in relation to the Vendor and any other body corporate on title:

Copy certificate of incorporation together with memorandum and articles of association, constitution or rules evidencing the power to acquire, hold, mortgage/charge and dispose of property and the requirements for sealing documents.

b. Furnish in relation to the Vendor:

Copies of all existing mortgages/charges debentures receiverships and winding up notices.

3. Furnish on closing in relation to the Vendor:

a. Certificate of company secretary that the Vendor has not executed any charges of any description which are not shown as registered in the Companies Registration Office.

b. Certificate of company secretary that no resolution to wind up the Vendor has been passed and that no notice of a meeting at which it is proposed to wind up the Vendor has issued or been published and that no petition has been presented or is pending to wind up the Vendor and no steps have been taken to place the Vendor in receivership or to

16.9. Not applicable.

16.10. See Special Condition 3 of the Contract for Sale.

17. The Vendor is resident for tax purposes.

18.1. Confirmed.

18.2. a. See documents furnished and Special Conditions.

18.2. b. Declined.

18.3. Agreed in the form furnished herewith.

have a receiver or an examiner appointed.

c. Certificate of company secretary

(i) that neither the Vendor nor any of its directors or secretary is a company or a person to whom Chapter 1 or Chapter 2 of Part VII of the Companies Act, 1990 or Chapters 3 to 6 of Part 14 of the Companies Act 2014 as appropriate applied/applies and

(ii) that no notice of intention to apply to the court or to institute civil or criminal proceedings has been served.

4. If the Vendor has issued a debenture containing a floating charge prove on closing that the charge has not crystallised by way of letter from the holder of the floating charge.

5. a. Does this transaction involve or form part of a larger transaction involving an arrangement within the meaning of Section 238 of the Companies Act 2014.

b. If so, furnish now relevant certificate of the company secretary.

c. In respect of all transactions on title between 1 February 1991 and 31 May 2015 (both inclusive) involving an arrangement within the meaning of Section 29(1)(a) and (b) of the Companies Act 1990 and in respect of all transactions on title on or after 1 June 2015 (including this transaction) involving an arrangement within the meaning of Section 238 of the Companies Act 2014, furnish now

(i) evidence of compliance with Section 29(1) of the Companies Act 1990 and / or evidence of compliance with Section 238(1) of the Companies Act 2014 as appropriate, or

(ii) evidence of compliance with Section 29(3)(c) of the Companies Act 1990 and / or evidence of compliance with Section 238(3)(c) of the Companies Act 2014 as appropriate.

for the purpose of affirming the arrangement.

6. a. Does this transaction or any other transaction on title involve or form part of a larger transaction involving a loan quasi loan or credit transaction which was prohibited by Section 31 of the Companies Act 1990 or is prohibited by Section 239 of the Companies Act 2014 as appropriate.

b. If such transaction was not prohibited by reason of the exceptions contained in Sections 32 to 37 of the Companies Act 1990 or in Sections 240 to 245 of the Companies Act 2014 as appropriate, furnish certificate of company secretary/auditors to this effect and identifying the nature of the particular exception.

19. LAND ACT 1965 TO 2005

1. Furnish copy of any vesting order made under Section

18.4. Declined.

18.5.a. No.

18.5.b. Not applicable.

18.5.c. See documents furnished.

18.6.a. This transaction does not form part of such and no transaction on title forms part of such to Vendor's actual knowledge unless otherwise disclosed in the Contract.

18.6.b. Not applicable.

19.1. None such.

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13 of the Land Act 1965 to provide for consolidation with the property sold.

2. If the property is subject to a land purchase annuity or land reclamation annuity of more than 200 Euro furnish certificate of redemption value with evidence that it has been redeemed in full.

3. a. If the title is not yet registered in the Land Registry confirm that there are no outstanding consents pursuant to Section 12 or Section 45 of the Land Act 1965 in relation to any transaction prior to 4 November 2005.

b. If there are any outstanding consents furnish a letter from the Department of Agriculture Food and the Marine confirming that if the relevant consents had been applied for prior to the commencement of the Land Act 2005 consent would have been forthcoming.

20. UNREGISTERED PROPERTY

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

21. IDENTITY

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

22. REGISTERED PROPERTY

1. Furnish the following:

a. Copy of certified copy folio written up to date.

b. Land Registry map/file plan.

c. Certificate of redemption value of any land purchase annuity unless such annuity will be automatically removed.

d. Section 72 declaration and furnish a draft should any burden under that section affect the property.

e. Affidavit to convert possessory or qualified title to absolute where relevant.

f. In the case of a transfer of part of a folio a map of the property duly marked complying with Land Registry mapping requirements and an undertaking by the Vendor to discharge Land Registry mapping queries to include payment of Land Registry mapping fees.

2. Confirm that the Vendor is the registered owner.

3. Have any dealings been registered on the folio or are any dealings pending which are not shown on the folio furnished. If so, furnish details.

19.2. Agreed, where applicable.

19.3.a. Not to Vendor's actual knowledge.

19.3.b. Declined.

Not Applicable.

21. See Special Condition 9 of the Contract for Sale.

22.1.a. As furnished.

22.1.b. As furnished.

22.1.c. Agreed if applicable.

22.1.d. Agreed if applicable.

22.1.e. None such.

22.1.f. Not applicable.

22.2. See Contract for Sale.

22.3. Searches will disclose.

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.

23.1. No.

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.

23.2. Not applicable.

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.

23.3. See draft Declaration already furnished.

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

23.4. Not applicable.

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.

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.

24.1. Not to Vendor's actual knowledge.

2. If the answer to 24.1 is no, furnish statutory declaration verifying this fact on closing and furnish draft declaration for approval.

24.2. See draft Declaration already furnished.

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.

24.3. Not applicable.

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.

24.4. See draft Declaration already furnished.

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

24.5. Not applicable.

- 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
 - b. Outline planning permission and grant of approval.

25.1. See draft Declaration already furnished.

25.2. Confirmed.

25.3. As far as the Vendor is actually aware the legal owners were bona fide purchasers for value.

25.4. Already furnished.

26. This Requisition in its entirety has been precluded. See Special Condition 9 of the Contract for Sale.

- 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.
- 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 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

REQUISITIONS ON TITLE**REPLIES**

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 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

27. This Requisition in its entirety has been precluded. See Special Condition 9 of the Contract for Sale.

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 III C does not apply, furnish a certificate that the property is exempt from the requirements of Part III C 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 under Section 9 of Building Control Act 1990 as amended furnish details of the result of such application.

REQUISITIONS ON TITLE**REPLIES**

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")

1. Has any construction work been undertaken by the client at or in the property where the construction stage was subsequent to 1 March 1996 (construction work, client and construction stage each meaning as defined in the Safety Regulations in force at the relevant time).

2. If so, furnish copy safety file or confirm where the safety file containing the information required by the relevant Safety Regulations in force at the date of such work is available for inspection.

29. NEWLY ERECTED PROPERTY

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

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

1. a. Have any notices been served under the Fire Services Acts.

b. If so, furnish copies of same.

c. Are there any proceedings pending under the Fire Services Acts. If so, furnish details.

2. a. Has the property ever been inspected by the fire authority for the functional area within which the property is situate.

b. If so, what were its requirements.

3. Furnish architect's/engineer's certificate of substantial compliance with any such notices or requirements.

31. ENVIRONMENTAL

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

28. This Requisition in its entirety has been precluded. See Special Condition 9 of the Contract for Sale.

Not Applicable

30. This Requisition in its entirety has been precluded. See Special Condition 9 of the Contract for Sale.

31. This Requisition in its entirety has been precluded. See Special Condition 9 of the Contract for Sale.

REQUISITIONS ON TITLE**REPLIES**

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 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

1. a. Is the use of the property one which required to be registered with the local health authority pursuant to the Food Hygiene Regulations 1950 as amended.

b. If so, furnish copy evidence of registration.

c. Furnish evidence of compliance with any requirements or undertakings relating to such registration.

2. a. Is the use of the property one to which the European Communities (Hygiene of Foodstuffs) Regulations 2006 as amended or the European Communities (Food and Feed Hygiene) Regulations 2009 as amended applies.

32. This Requisition in its entirety has been precluded. See Special Condition 9 of the Contract for Sale.

REQUISITIONS ON TITLE**REPLIES**

b. If so, furnish evidence of registration with the competent authority for registration together with relevant approval of the competent authority or official agency of the Food Safety Authority together with evidence of compliance with any requirements relating to such registration and approval.

3. a. Have there been any inspections of the property subsequent to registration with the competent authority.

b. If so, furnish copies of any correspondence from the competent inspecting authority in relation to such inspections.

c. Has any notice been served or order obtained by the competent authority, health authority, the Food Safety Authority or any official agency of the Food Safety Authority or has the Vendor or his agents any information of an intention to serve any such notice or obtain any such order.

d. If any such notices have been received or if any such orders have been made, furnish full copies thereof stating whether same have been complied with either in full or in part.

e. With regard to any such notices or orders furnish details of any undertakings given in respect thereof.

33. LEASEHOLD/FEE FARM GRANT PROPERTY

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

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

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

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.

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

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.

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

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

33.1. Declined.

33.2. Declaration in the form of a draft will be furnished on completion, updated as may be applicable.

33.3. See Declaration.

33.4. See Declaration.

33.5. None such.

33.6.a. Vendor is not aware.

33.6.b. Declined.

33.7. Agreed, see draft Declaration.

- 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")

1. Is the property or any part of the property a multi storey building within the meaning of the 1988 Act or does it form part of a development in which there is a multi storey building with which it shares a common management company.
2. If so is it governed by:
 - a. The Regulations as defined in requisition 27 or
 - b. The 1988 Act.
3.
 - a. If the answer to 1. above is no because the entire building was constructed prior to 1 January 1950, furnish a statutory declaration by a person who can prove satisfactorily that the building was so constructed.
 - b. If the answer to 2.b. above is yes, reply to requisitions 4. to 9. below.
4.
 - a. Has a notice been served by the local authority under Section 2(2) of the 1988 Act.
 - b. If so, furnish a copy of same.
 - c. Whether or not such a notice has been served and the construction of the building was completed prior to 14 November 1988 furnish a certificate from a competent person in accordance with Section 3(a) or a declaration in accordance with Section 3(b) of the 1988 Act.
5. Where a Certificate has been submitted to the local authority pursuant to Section 3 of the 1988 Act:

33.8. Declined, nominal only.

33.9. Declined.

Not Applicable.

35. This Requisition in its entirety has been precluded. See Special Condition 9 of the Contract for Sale.

- a. State whether or not the same is in accordance with the appropriate form provided for in the regulations made and in force under the 1988 Act.
 - b. Furnish a copy of the said certificate.
6. a. Has any work been carried out to the building which might nullify the effect of a certificate furnished in accordance with Section 3 and require a further certificate in accordance with Section 5 of the 1988 Act.
 - b. If so furnish a certified copy of such certificate.
7. If the building is a multi-storey building the construction of which was not completed prior to 14 November 1988, furnish a certified copy of the certificate in the prescribed form submitted to the local authority pursuant to Section 4 of the 1988 Act.
8. Have any notices been served under the 1988 Act which have not yet been complied with. If so, furnish details.
9. Where any certificate has been submitted to the local authority under the 1988 Act furnish a letter from the local authority confirming that the certificate has been placed on the register.

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

Reply to 1.-18. and either 19.-23. or 24.-26. below

All units in a multi-unit development:

1. Furnish evidence by way of Companies Office search that the owners management company ("the OMC") is registered in the Companies Office.
2. a. Confirm if the OMC has received any notice threatening a strike-off or liquidation.
- b. If any such notice has been served, furnish details.
3. Furnish certified copy certificate of incorporation and memorandum and articles of association of the OMC or constitution of the OMC if incorporated on or after 1 June 2015.
4. Furnish either:
 - a. Copy folio and file plan showing the OMC as registered owner of the common areas and of the reversions in the residential units, or
 - b. Copy deed of assurance of the common areas and of the reversions in the residential units to the OMC.

36. See Special Conditions of Contract for Sale and documents furnished.

5. a. If no contract for the sale of a residential unit in the multi-unit development was entered into prior to 24 January 2011, confirm that the voting rights of the members and the name of the OMC are in compliance with Section 14 of the MUDs Act.
- b. If any such contract was entered into prior to the 24 January 2011, confirm that the voting rights of members comply with Section 15 of the MUDs Act.
6. Confirm:
 - a. That one OMC is or will be responsible for the management of the external and/or internal common areas of the entire multi-unit development and all the services relating thereto.
 - b. That the only shareholders/members in the OMC are the unit owners.
 - c. How the service charge is apportioned between the unit owners.
 - d. There has been no breach of Section 16 of the MUDs Act.
7. Who is presently managing the multi-unit development.
8. If a firm of managing agents has been engaged state:
 - a. The name of the firm.
 - b. The terms of their engagement including (in particular) the amount of their charges.
 - c. Whether they are employed by the developer or the OMC.
9. Furnish the name of the solicitor or firm of solicitors representing the OMC.
10. a. Are there house rules of the OMC other than as set out in the memorandum and articles of association / constitution or in the lease.
- b. If so, furnish details of these rules and confirm that they were made in accordance with Section 23(4) of the MUDs Act.
11. a. Has the OMC put a sinking fund into effect in accordance with Section 19 of the MUDs Act.
- b. If so, what is the present level of the fund and where and in whose name is it held.
- c. What is the amount of contribution required under Section 19 (5) of the MUDs Act.
12. a. What is the amount of the service charge currently payable.

b. Furnish details of the scheme in respect of annual service charges as required under Section 18 (1) of the MUDs Act.

c. Furnish a copy of the estimate for the current service charge year as required under Section 18 of the MUDs Act.

d. Confirm that the estimate was considered and approved as required under Section 18(2) of the MUDs Act.

e. Furnish a copy of the last annual report as required under Section 17 of the MUDs Act and confirm that all requirements in relation to the annual meeting have been complied with by the OMC.

f. Furnish the accounts of the OMC for the previous financial year.

13. Is the Vendor or the OMC aware of any possible claim against the funds of the OMC. If so, furnish details.

14. Is the Vendor or the OMC aware of any proposal by the OMC to carry out any repair work or incur other expenditure which would substantially affect the service charge payable at present. If so, furnish details.

15. Has any application to court been made or is pending or has been threatened by any person under Section 24 of the MUDs Act in relation to the OMC or the multi-unit development. If so, furnish details.

16. Has the OMC entered into any contracts which would contravene Section 32 of the MUDs Act. If so, furnish details.

17. a. Furnish a certified copy of the current block insurance policy together with evidence that it is in force.

b. Prior to closing furnish a letter of interest noting the name of the Purchaser's mortgagee (if applicable).

18. Furnish on closing:

a. Copy letter to the OMC confirming the change in ownership and giving the name and address of the Purchaser.

b. Written confirmation from the OMC that the service charge has been paid up to date.

Multi-unit development in which a residential unit was not sold prior to 1 April 2011

19. Confirm that the OMC complies with Section 3 (5) of the MUDs Act.

20. Furnish:

a. A copy of the certificate required under Section 3(1)(c) of the MUDs Act.

b. A copy of the contract referred to in Section 3(1)(d) of the MUDs Act.

c. Confirmation that the OMC had legal representation and was not represented by the same solicitor or firm of solicitors as the developer or owner of the common areas as required under Section 3(6) of the MUDs Act.

d. The name of the solicitor or firm of solicitors representing the OMC.

21. If the development stage has ended, furnish a copy of the statutory declaration required under Section 11 of the MUDs Act.

22. a. Has any request been made under Section 12 of the MUDs Act.

b. If so, furnish details and a copy of the statutory declaration required.

23. If the development stage of the multi-unit development has ended, furnish written confirmation from the OMC that the documents specified in Schedule 3 of the MUDs Act have been furnished to it.

Multi-unit development in which a residential unit was sold prior to 1 April 2011

24. If the development stage has ended, furnish a copy of the statutory declaration required under Section 11 of the MUDs Act.

25. a. Has any request been made under Section 12 of the MUDs Act.

b. If so, furnish details and a copy of the statutory declaration required.

26. If the development stage of the multi-unit development has ended, furnish written confirmation from the OMC that the documents specified in Schedule 3 of the MUDs Act have been furnished to it.

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.

Not Applicable

38. TAX BASED INCENTIVES/DESIGNATED AREAS

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

Not Applicable

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

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. CLOSING

Hand over on closing the following documents:-

1. Such documents as arise from the foregoing

45. ADDITIONS/NOTES

Dated the 27 day of October 2020

Beauchamps

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

**Beauchamps
Solicitors
Riverside Two
Sir John Rogerson's Quay
Dublin 2
DX 63**

REQUISITIONS ON TITLE

2019 EDITION



VENDOR: EBS DAC

PURCHASER:

PROPERTY: Apartment 54 Trimleston
Hamlet Lane, Balbriggan
Co. Dublin

YOUR REF:

OUR REF: ERN5/995

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