

**Planning and Property Development Department  
Property Disposal Section**

**To the Chairman and Members of the  
South East Area Committee**

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**With reference to the proposed disposal of property at Numbers 15 - 30 Beech Hill Terrace, Donnybrook, Dublin 4 to the Royal Hospital Donnybrook Voluntary Housing Association Limited**

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The Planning and Property Development Department has received instructions from the Housing and Community Services Department to dispose of the Fee Simple in the property as mentioned above to the Royal Hospital Donnybrook Voluntary Housing Association Limited (RHDVHA).

The Housing Association named above is an approved housing body and registered charity, who propose is to refurbish the existing two blocks of bedsits providing units with bedrooms for elderly / disabled persons. Planning permission was granted on 8<sup>th</sup> November 2016 (Ref. No. 3490/16).

It is now proposed to dispose of the Fee Simple in Numbers 15 - 30 Beech Hill Terrace, Donnybrook, Dublin 4 to RHDVHA, as shown outlined in red on Map Index No. SM-2017-0092, subject to the following terms and conditions:

1. That the subject property is located at 15 - 30 Beech Hill Terrace, Donnybrook, Dublin 4 and is shown outlined in red on the attached draft map Index No. SM-2017-0092 (which is for identification purposes only). A formal map will be prepared for the disposal.
2. That the RHDVHA has obtained planning permission (Ref. No. 3490/16) for the renovation of 16 existing social housing units and construction of four additional social housing units.
3. That the council shall dispose of the fee simple title in the subject property under the terms of the Low Cost Sites Scheme, to the applicant, following the receipt of the requisite approvals.
4. That the disposal price shall be €127 (one hundred and twenty seven euro) plus VAT (if applicable) **per residential unit** (20 units in total).
5. That the title to be transferred shall be subject to a building covenant that the development on the subject property shall comply with the planning permission (Ref. No. 3490/16) granted and all other necessary statutory approvals.
6. That the development must be fully completed and made fit for occupation within the time frame agreed between the Executive Manager, Housing and Community Service and the RHDVA.

7. That prior to the transfer of title, the Proposed Purchaser and its contractor and professional team shall be permitted to enter onto the subject property under a Building Licence Agreement, on standard terms to be agreed, for the purposes of commencing the approved development.
8. That the council shall have 100% nomination rights to all of the units constructed on site.
9. That a charge in favour of Dublin City Council for the Capital Assistance Scheme (CAS) shall remain on the title for a term of 30 years. The applicant shall comply in full with the Deed of Mortgage in respect of the CAS charge.
10. That the title is to be transferred when the development is completed and the Mortgage Deed is executed.
11. That there is an inhibition on the title that the subject property can only be used for social housing purposes.
12. That should subject property cease to be used for social housing purposes at any stage, then the land and the units will revert free of charge to Dublin City Council subject to and with the burden of the Capital Assistance Scheme Charge.
13. That in the event of the applicant's bankruptcy or insolvency, Dublin City Council reserves the right to take possession of the site and all of the housing units, (partially completed or otherwise), at no cost to the council, save in the case of a financial institution which has entered into a mortgage with the purchaser subject to and with the burden of the Capital Assistance Scheme Charge.
14. That the applicant shall not sell, assign, sublet or part with possession of the property or part thereof without obtaining the written consent of the city council.
15. That each party shall be responsible for the own legal fees.
16. That the Royal Hospital Donnybrook Voluntary Housing Association Limited shall be liable for the payment of VAT or Stamp Duty should any payments arise from this disposal.
17. That the legal agreement shall include any amendments and / or conditions deemed by Dublin City Council's Law Agent.

No agreement enforceable at law is created or intended to be created until an exchange of contracts has taken place.

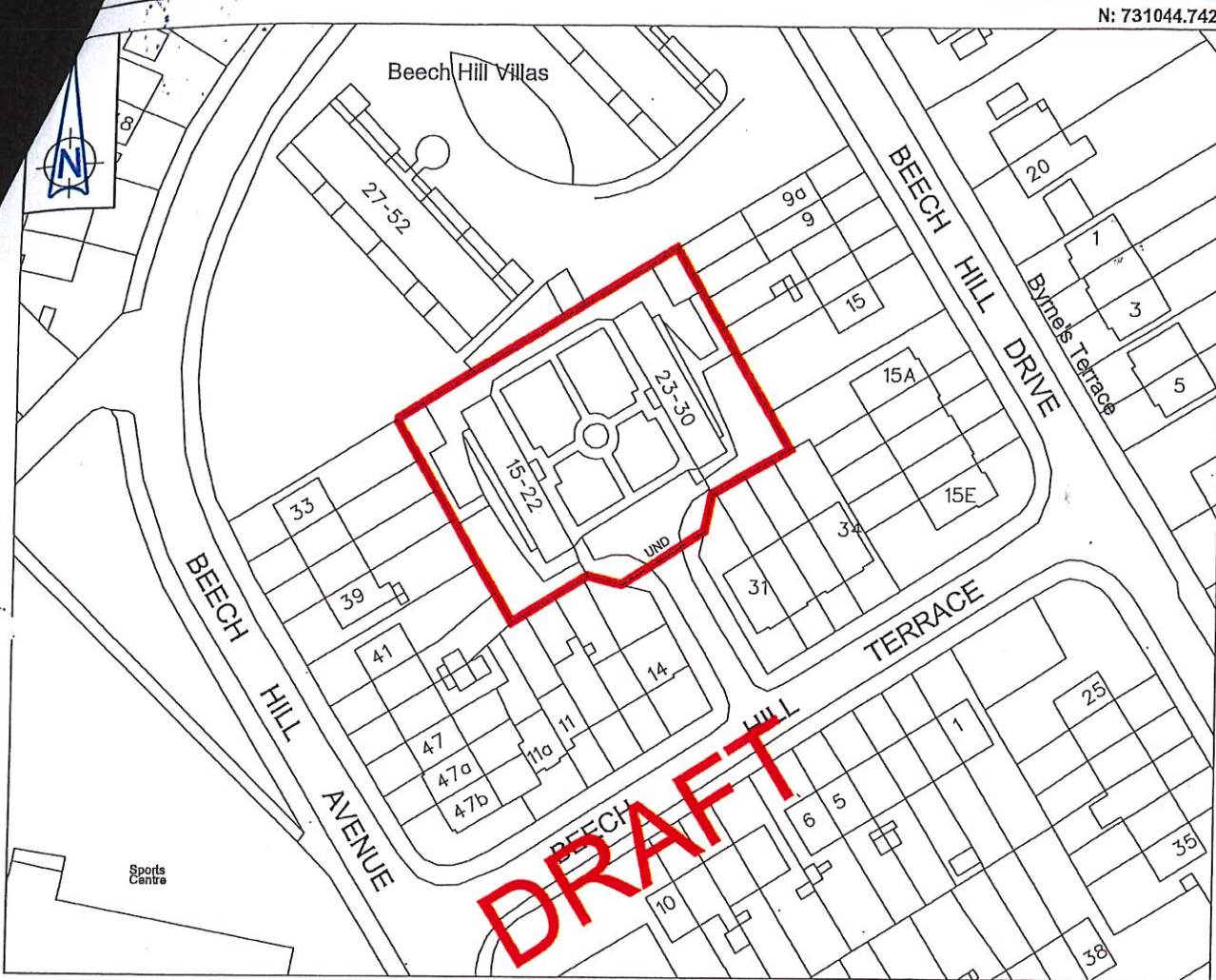
**Paul Clegg**  
**Executive Manager**

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**15 - 30 Beech Hill Villas, Donnybrook, D4**  
 Dublin City Council to  
 The Royal Hospital Donnybrook Voluntary Housing Association  
 Area (1844 m/sq) delineated red thus - —————  
 Map for Disposal

  
 Comhairle Cathrach  
 Bhaile Átha Cliath  
 Dublin City Council

**An Roinn Comhshaoil agus Iompair**  
**Rannán Suirbhéireachta agus Léarscáilithe**  
 Environment and Transportation Department  
 Survey and Mapping Division

<b>O.S REF</b>	<b>SCALE</b>
3329.08	1:1000

<b>DATE</b>	<b>SURVEYED / PRODUCED BY</b>
20 - 03 - 2017	J.Hickey

**JOHN W. FLANAGAN**  
 PhD CEng Eur Ing FIEI FICE  
**ACTING CITY ENGINEER**

<b>INDEX No</b>	<b>FOLDER No</b>	<b>CODE</b>	<b>DWG No</b>	<b>REV</b>
<b>FILE NO</b> SM-2017-0092-_0204- C3 - 001 - A.dgn				

THIS MAP IS CERTIFIED TO BE COMPUTER GENERATED BY  
 DUBLIN CITY COUNCIL FROM ORDNANCE SURVEY DIGITAL MAPBASE  
 SURVEY, MAPPING AND RELATED RESEARCH APPROVED

APPROVED \_\_\_\_\_  
**THOMAS CURRAN**  
 ACTING MANAGER LAND SURVEYING & MAPPING  
 DUBLIN CITY COUNCIL

**INDEX No.**  
**SM-2017-0092**

