

**SECTION 47 AGREEMENT  
INDIVIDUAL PURCHASER**

**THIS DEED** is dated the 24<sup>th</sup> day of August 2023

**BETWEEN:**

- (1) Cairn Homes Properties Limited** having its registered office at **45 Mespil Road, Dublin 4, D04 W2F1** (“**The Owner**”), of the one part; and
- (2) SOUTH DUBLIN COUNTY COUNCIL** having its principal offices at County Hall, Tallaght, Dublin 24 (“**the Planning Authority**”) of the other part.

**RECITALS**

**Whereas:**

- (A)** In this Deed unless the context otherwise requires the following expressions shall have the following meanings:
  - (i)** an “**Individual Purchaser**” shall mean an individual who is not a corporate entity and shall include those eligible for the occupation of social and/or affordable housing, including cost rental housing;
  - (ii)** “**Operator**” means an entity which makes a Permitted Management Agreement with the Owner
  - (iii)** a “**Permitted Transfer**” means a transfer/conveyance of a Residential Unit to an Individual Purchaser;
  - (iv)** a “**Permitted Management Agreement**” means an agreement between the Owner and an Operator:
    - (a)** conferring on the Operator the entitlement and/or obligation (in its own name or as agent for the Residential Unit owners) to manage the whole of the Relevant Development and/or to collect rent and otherwise enforce Permitted Transfers of the Residential Units;
    - (b)** requiring the Operator to comply with the requirements of this Deed insofar as they may apply to its functions;
  - (v)** “**the Planning Acts**” means the Planning and Development Acts 2000 to 2019 and any amendment, modification or re-enactment thereof, and any regulations made thereunder and for the time being in force, and in the case of a re-enactment a reference herein to any provision in the Planning Acts shall be read as a reference to the provisions of the re-enactment relating to the same subject-matter as that provision;

**No amendments or alterations to conditions**

- (vi) **“the Planning Permission”** means the grant or grants of planning permission described in the Second Schedule hereto and for the avoidance of doubt all plans drawings and documents referred to in the Planning Permission and in all submissions agreed by the Planning Authority in compliance with the conditions therein are incorporated therein for the purposes of this Deed;
  - (vii) **“the Property”** means the lands and premises more particularly described in the First Schedule hereto;
  - (viii) **“the Relevant Condition”** means the condition(s) in the Planning Permission set out in the Third Schedule hereto.
  - (ix) **“the Relevant Development”** means so much of the development permitted by the Planning Permission as consists of Residential Units and the common areas and common services designated for, or reasonably necessary for, the use and enjoyment of such Residential Units;
  - (x) **“the Relevant Period”** means the duration of the Planning Permission.
  - (xi) a **“Residential Unit”** means a house or duplex unit in the Relevant Development;
- (B) Unless there is something in the subject or context inconsistent therewith, in interpreting this Deed:
- (i) reference to the Owner includes its successors in title, personal representatives and permitted assigns and reference to the Planning Authority includes reference to any statutory body to whom its functions under the Planning Acts may be transferred or assigned;
  - (ii) words importing the singular number include the plural number and vice versa;
  - (iii) the neuter includes the feminine and masculine genders;
  - (iv) where two or more persons are included in the expression “Owner” the covenants and agreements which are expressed to be made by the Owner shall be deemed to be made by such persons jointly.
  - (v) any covenant by the Owner not to do any act or thing shall include an obligation not to permit or suffer such act or thing to be done and any references to any act, neglect, default or omission of the Owner shall be deemed to include any act, neglect, default or omission of the Owner or the under-lessees, servants, agents, licensees or invitees of the Owner or any person under its or their control;
- (C) The Owner is the owner of the Property.
- (D) The Owner intends to carry out and complete, or to cause or permit the carrying out and completion of, the Relevant Development on the Property in accordance with the Planning Permission.

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- (E) The Planning Authority is the planning authority within the meaning of the Planning Acts for the functional area in which the Property is situate.
- (F) The Owner has agreed to enter into this Agreement to secure compliance with certain obligations required to be undertaken as a condition of the Planning Permission.

## **OPERATIVE PROVISIONS**

**Now, therefore, it is agreed and declared as follows:**

1. In accordance with the provisions of section 47 of the Act, the Owner, for itself, its successors in title, personal representatives, assigns, and all persons deriving title to the Property through it, in pursuance of its obligations under the Planning Permission (in particular the Relevant Condition), hereby covenants with the Planning Authority that for the Relevant Period it shall Not:
  - (a) sell any Residential Unit to a corporate or institutional entity;
  - (b) occupy or cause or permit to be occupied any Residential Unit or other part of the Relevant Development save on foot of a Permitted Transfer.

## **SAVE THAT**

The Relevant Period shall no longer be applicable where after not less than two years from the date of completion of each Residential Unit, it is demonstrated to the satisfaction of the Planning Authority that it has not been possible to transact each Residential Unit for use by Individual Purchasers ***SUBJECT TO*** receipt by the Planning Authority of satisfactory documentary evidence from Owner, or any person with an interest in the land regarding the sales and marketing of the Residential Units, in which case the Planning Authority shall confirm in writing to the Owner, or any person with an interest in the land regarding the sales and marketing of the Residential Units, that this agreement has been terminated and that the requirement of the Relevant Condition has been discharged in respect of each Residential Unit.

2. Nothing in this Deed shall prohibit:
  - (a) a sale, grant, letting or other disposal made in pursuance of an agreement made with the Planning Authority pursuant to Part V of the Planning Acts (including social and/or affordable and cost rental housing);
  - (b) a sale, grant, letting or other disposal made to a person eligible for the occupation of social/affordable housing, including cost rental housing, where such a disposal is in addition to the requirements of the Council under Part V of the Planning Acts;
  - (c) a sale, grant, letting or other disposal made to an “approved housing body” as defined in the Housing (Regulation of Approved Housing Bodies) Act 2019 (as amended or replaced from time to time);

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- (d) a sale, grant, letting or other disposal made to the Land Development Agency in accordance with its statutory functions;
  - (e) a sale, grant, letting or other disposal made for the provision of accommodation for sale or rent to individuals under any national, central government or local authority-led social and/or affordable housing provision initiatives in place from time to time;
  - (f) the making of a Permitted Transfer or a Permitted Management Agreement;
  - (g) the making of a transfer/lease of the whole of the Relevant Development to an Operator as part of or for the purpose of a Permitted Management Agreement; or
  - (h) a change in control or ownership of the Owner.
3. The Owner shall, within 14 days of any written request therefor by the Planning Authority, provide a true copy of any document requested for the purpose of confirming compliance with the covenants on its part contained herein.
  4. The Owner hereby assents to the registration of this Deed as a burden on the Property or all parts thereof that are registered.
  5. The address of the Planning Authority in the State and file reference for service of notices, are as set out in the Fourth Schedule hereto.

**No amendments or alterations to conditions**

**FIRST SCHEDULE**  
***("the Property")***

**ALL THAT AND THOSE** located within the townlands of Cappagh, Clonburriss Little & Kishoge, Co. Dublin.

**SECOND SCHEDULE**  
***("the Planning Permission")***

Grant of planning permission dated 23<sup>rd</sup> August 2022 Register Reference No. SDZ21A/0022

**THIRD SCHEDULE**  
***("the Relevant Condition")***

Condition No. 35

**FOURTH SCHEDULE**  
***(Address and File Reference)***

Address: Planning Department, County Hall, Tallaght, Dublin 24

File Reference: SDZ21A/0022

**No amendments or alterations to conditions**

**PRESENT** when the Common

Seal of **CAIRN HOMES PROPERTIES LIMITED**

Was affixed hereto:



Authorised Signatory



Authorised Signatory

**PRESENT** when the Corporate Seal

Of **SOUTH DUBLIN COUNTY COUNCIL**

Was affixed hereto:

**No amendments or alterations to conditions**