



Shared Accommodation Unit within the Development be sold or rented separately, upon completion of the Development, for a minimum period of at least 15 (fifteen) years.

**NOW THIS INDENTURE WITNESSETH** that in consideration of the Grant of Planning Permission register reference [insert] and in compliance with condition [insert] thereof it is hereby **AGREED** and **DECLARED** as follows:-

Upon completion of the construction of the Development upon the Scheduled Property, the Shared Accommodation Units shall be used residential accommodation and shall remain owned and operated by an institutional entity and furthermore no Shared Accommodation Unit within the Development shall be sold or rented separately **TO THE INTENT AND PURPOSE** that this Agreement shall bind the Applicant for a period of 15 (fifteen) years from the date of practical completion of the Development.

**IN WITNESS WHEREOF** the parties hereto have hereunto set their hands and affixed their seals the day and year first herein written.

## **SCHEDULE**

### **“the Scheduled Property”**

The premises known as:-

- (1) Elbana Court, 1/2 Elbana Avenue, Dun Laoghaire, Barony of Rathdown and County of Dublin; and
- (2) the premises known as Dun Laoghaire Hostel, Elbana Court, Elbana Avenue, Dun Laoghaire, County Dublin being portion of the premises formerly known as The Christian Brothers School, 1/2 Elbana Avenue, Dun Laoghaire, in the Barony of Rathdown and County of Dublin;

together more particularly described and identified in the Deed of Conveyance dated 27 November 2015 made between (1) Montana Properties Limited (2) Dun Laoghaire Hostel Limited and (2) Vigodon Limited.

**PRESENT** when the Common Seal of Bartra Property (Eblana) Limited was affixed hereto and this **DEED** was **DELIVERED**:

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director / Secretary

[Insert execution block for the relevant Planning Authority]