

SECTION 47 AGREEMENT

THIS DEED is dated the _____ day of _____ 20 _____

BETWEEN:

- (1) _____ a limited liability company having its registered office at _____ (**"The Owner"**), of the one part; and
- (2) **OFFALY COUNTY COUNCIL** having its principal offices at Áras an Chontae, Charleville Road, Kilcruttin, Tullamore, County Offaly (**"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 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 each Permitted Transfer of the Residential Unit;
 - (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 2000 Planning and Development Acts as amended, 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;
 - (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) **a “Residential Unit”** means a house or duplex unit in the Relevant Development and more particularly described in the Fifth Schedule hereto;
- (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 and severally.
 - (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.
- (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 **it shall Not**:
 - (a) sell any Residential Unit to a corporate or institutional entity; other than where the prior written consent of Offaly County Council has first been obtained to sell units to an Approved Housing Body registered with the Approved Housing Bodies Regulatory Authority, the state land development agency or a national or central government department or agency.
 - (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 to an individual purchaser.

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) the making of a Permitted Transfer to an individual purchaser or a Permitted Management Agreement;
 - (c) 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
 - (d) a change in control or ownership of the Owner, provided that such a change does not create partitioned rights or interests in the Property or in the rents and profits thereof.
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 made on its part contained herein.
4. Where the property is subject to any mortgage(s), the Owner shall not enter into any Permitted Transfer or Permitted Management Agreement or other disposal of the Relevant Development or any part thereof, until it has procured the written consent of the relevant mortgagee(s) to the making of this Deed and to the priority of the covenants herein contained in the event of any sale by such mortgagee in exercise of its power of sale (and to the entry of any note of such priority in the Land Registry where the property is registered land).
5. The owner hereby **ASSENTS** to the registration of this Deed as a burden on the Property or all parts thereof that are registered.
6. The address of the Planning Authority in the State and file reference for service of notices are set out in the Fourth Schedule hereto.

FIRST SCHEDULE
(*the Property*)

ALL THAT AND THOSE part of the lands comprised in Folio _____ of the Register County Offaly pending registration in the Property Registration Authority under Dealing

SECOND SCHEDULE
(*the Planning Permission*)

Grant of Planning Permission dated _____ Register Reference _____

THIRD SCHEDULE
(*the Relevant Condition*)

Condition No(s) _____

FOURTH SCHEDULE
(*Address and File Reference*)

Address: Planning Department, Áras an Chontae, Charleville Road, Kilcruddin, Tullamore, County Offaly.

File Reference: _____

FIFTH SCHEDULE
(*Residential Units*)

A site layout drawing titled RCIH Section 47 given a separate reference number to all dwellings granted planning permission and specifying which dwellings are houses or duplex units and which dwellings are not

PRESENT when the Common

Seal of _____

Was affixed hereto:

PRESENT when the Corporate Seal Of

OFFALY COUNTY COUNCIL

Was affixed hereto:

COUNTY OFFALY

FOLIO _____

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