

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 as 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”

ALL THAT AND THOSE the property known as the Phibsborough Shopping Centre, Phibsborough, Dublin 7 more particularly described in Deed of Conveyance and Assignment dated 1st June 2016 between The National Asset Loan Management Limited and Ors and Phibsborough Shopping Centre Limited.

PRESENT when the Common Seal
of **PHIBSBOROUGH SHOPPING CENTRE LIMITED**
was affixed hereto and this **DEED**
was **DELIVERED:**

Director

Director / Secretary

[Insert execution block for the relevant Planning Authority]