

20<sup>th</sup> July 2021

**To: The Chairman and Members of  
the South-East Area Committee**

Meeting: 13<sup>th</sup> September 2021

Item No.

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**With reference to the proposed Surrender and Grant of New Lease of Retail Unit at Drury Street & Stephen Street Lower , Dublin 2 to Deenish Restaurants Limited, T/A Masa**

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Under Indenture of Lease dated the 26<sup>th</sup> August 2015 a retail unit at the corner of Drury Street & Stephen Street Lower, Dublin 2 as shown outlined on Map Index No. SM2021-0546-002, was demised by Dublin City Council to Super Miss Sue Limited for a term of 10 years from the 31<sup>st</sup> December 2013 subject to five yearly rent reviews. By assignment dated 22<sup>nd</sup> February 2018 the current lessee is Deenish Restaurants Limited.

Deenish Restaurant Limited through their solicitor Shiels and Co have requested to surrender the current lease and the grant of a new ten year lease. Dublin City Council has agreed to this request subject to the following terms and conditions:

1. That Under Indenture of Lease, the subject property, comprising a ground floor unit of 116.5sq.m, was demised to Super Miss Sue, for a term of 10 years from the 31<sup>st</sup> December 2013.

The subject lease was assigned to Deenish Limited on the 22<sup>nd</sup> February 2018.

2. That the Council will be prepared to grant rent relief/a rent free period of 6 months in 2021, due to the impact of Covid- 19.
3. That the above lessee will surrender their interest in the property as described at No.1 above.
4. That upon surrender and the payment of any outstanding arrears (less the relief described at No.2 above), the Council will be prepared to grant a new 10 year lease.
5. That the lease shall be subject to a rent of **€47,500 (forty seven thousand five hundred euro) per annum**, plus V.A.T, exclusive of outgoings, payable quarterly in advance by electrical transfer.
6. That the Council shall grant the applicant a further rent free period of 3 months, upon the completion of the below specified works and the submission of invoices in excess of €100,000(one hundred thousand euro).
  - a. Repolishing concrete floors
  - b. Upgrade extraction system
  - c. Repair tiling on shopfront

d. Upgrade toilet facilities

7. That the applicant shall be liable for all rates, taxes, charges and outgoings including water and electricity relating to the demised premises.
8. That the above rent will be subject to review at the end of year five to the Open Market Rental Value.
9. That the lessee will be required to sign a Deed of Renunciation.
10. That the lessee shall be permitted to use the premises as a restaurant only.
11. That the structure is insured in the Council's insurance for the overall carpark, the costs of which shall be reimbursed to the Council by the lessees.
12. That the lessee will be responsible for insuring the internal fit out of the premises including fixtures and fittings.
13. That the Lessee shall take out and produce to Dublin City Council, Public Liability Insurance in the sum of €6,500,000 (six million, five hundred thousand euro) and Employers Liability Insurance in the sum of €13,000,000 (thirteen million euro), for any incident with a recognised Insurance Company with offices in the State, and the policy shall indemnify the Council against all liability as owner of the property.
14. That the lessee shall not sublet or assign the lease or part thereof without receiving the prior consent in writing of Dublin City Council, which shall not be unreasonably withheld.
15. That the Lessee shall not make any material changes to the property without the landlord's written consent.
16. That the lessee will keep the property and its environs in a clean and tidy manner and comply with all present and future waste management and litter pollution legislation.
17. That the lessee shall not erect any signage on the external walls of the building without receiving the prior consent of the Council and full planning permission for same.
18. That the lessee shall meet each and every requirement of the City Council's Fire Officer and any Health and Safety Officer appointed by the Council, at all times. Failure to comply with this condition shall be a ground for forfeiture of the lease.
19. That prior or at the termination of the lease the lessee shall, at its own expense, remove all materials not belonging to the Council and shall leave the demised area in a clean and tidy condition to the satisfaction of the Council and to bear cost (if any) incurred by the Council in making good any damage caused.
20. That each party shall be responsible for their own fees in this matter.
21. That the lease shall contain standard terms and conditions contained in a commercial lease agreement and as required by the Council Law Agent.
22. That the above proposal is subject to the necessary approvals and consents being obtained.

Paul Clegg  
**EXECUTIVE MANAGER**