

CONDITIONS OF SALE 2023 (Revised) EDITION



PARTICULARS and CONDITIONS OF SALE of Barnasraghy Sligo

~~*SALE BY PRIVATE TREATY~~
***SALE BY AUCTION**

to be held at: Sligo Park Hotel Pearse Road Sligo

on the 5th day of September 2025 at o'clock

***AUCTIONEER: David Reynolds**

***ADDRESS: Pearse House Pearse Road Sligo**

**Delete as appropriate*

VENDOR: Agatha McGee

VENDOR'S SOLICITOR: Mullaneys Solicitors LLP

ADDRESS: 1-2 Teeling Street Sligo

REFERENCE: MM/KK/Mc115-8

SPOUSAL*/CIVIL PARTNER CONSENT

**Delete as appropriate*

I/_____, being the spouse of the under-named Vendor hereby, for the purposes of Section 3 of the Family Home Protection Act 1976,* / being the civil partner of the under-named Vendor hereby, for the purposes of Section 28 of the Civil Partnership and Certain Rights and Obligations of Cohabitants Act 2010, consent to the proposed sale of the Subject Property described in the within Particulars at the price mentioned below.

SIGNED by the said spouse*/civil partner _____

in the presence of: _____

MEMORANDUM OF AGREEMENT made this _____ day of _____ 20
BETWEEN Agatha McGee

of Barnasraghy Sligo

Tax Number: 3203739P

Tax Number:

Tax type:

Tax type:

(“Vendor”)

Nominated Email Address of Vendor’s solicitor: mullaney@mullaney.ie

AND

of

Tax Number:

Tax Number:

Tax type:

Tax type:

(“Purchaser”)

Nominated Email Address of Purchaser’s solicitor:

whereby it is agreed that the Vendor shall sell and the Purchaser shall purchase in accordance with the annexed Special and General Conditions of Sale the Subject Property described in the within Particulars at the Purchase Price mentioned below.

REMINDER: Purchase Price € _____ Closing Date See special Conditions

Where Less deposit € _____ Interest Rate 8% per cent per annum

appropriate Vendor Balance € _____

should **SIGNED** _____ **SIGNED** _____
insert an (Vendor) (Purchaser)

Witness _____ Witness _____

Occupation _____ Occupation _____

Address _____ Address _____

(For As Stakeholder I acknowledge receipt of Bank Draft/Cheque for € _____ in respect of deposit.

sale by auction)

SIGNED _____

PARTICULARS AND TENURE

ALL THAT

1. Part of Folio SL2296F as shown outlined in red on the Land Registry Compliant Map annexed hereto containing 6.29 hectares or thereabouts
2. All of Folio SL303.
3. All of Folio SL11555F
3. All of Folio SL296

All held with a freehold absolute title

Local Property (LPT) property ID number: 4454231QH

DOCUMENTS SCHEDULE

- 1(a) Official copy folio SL296 with file plan.
- 1 (b) Official copy folio SL303 with file plan.
2. Official copy folio SL2296F with file plan.
3. Official copy folio SL11555F with file plan.
4. Planning permission for slatted shed Ref: PL95-389
5. Planning permission Ref: PL 07-275f or silage slab ancillary slatted tank and associated works
6. Requisitions on Title with Replies
7. Draft S.72 Declaration of Vendor
8. Draft Family Laws Declaration of Vendor & Spouse
9. Opinion on Compliance with Planning and Building Regulations of Enda O'Brien Engineer dated 12th August 2025 re Planning permission Ref: PL 07-275
10. Letter from Sligo Co Council re roads in charge (to follow)
11. Letter from Uisce Eireann re water infrastructure
12. Printout confirming property is not currently liable to LPT.
13. Copy Instrument no. E1267/78
14. BER Certificate issued on 9th July 2025

~~SEARCHES SCHEDULE~~

- ~~1. Official Search in the Registry of Deeds on the Index of Names only for all acts affecting the Subject Property by the Vendor from the _____ day of _____ and~~

SPECIAL CONDITIONS

1. Save where the context otherwise requires or implies or the text hereof expresses to the contrary, the definitions and provisions as to interpretation set forth in the within General Conditions (Law Society 2023(Revised) General Conditions) shall be applied for the purposes of these Special Conditions.
2. The said General Conditions shall:
 - (a) apply to the sale in so far as the same are not hereby altered or varied, and these Special Conditions shall prevail in case of any conflict between them and the General Conditions;
 - (b) be read and construed without regard to any amendment therein, unless such amendment shall be referred to specifically in these Special Conditions.
3. The Vendor shall discharge all Local Property Tax relating to the Subject Property in advance of the completion of the Sale and furnish the Purchaser with confirmation of payment on completion of the Sale. The amount paid by the Vendor in respect of Local Property Tax relating to the Subject Property shall be apportioned as between the Vendor and the Purchaser in accordance with the provisions of General Condition 23.
4. The General Conditions of Sale (2023 Revised) Edition) as published by the Law Society of Ireland are incorporated into this Contract and shall apply to the sale herein, save insofar as they are varied or amended by these Special Conditions. In the event of any inconsistency between the General Conditions and these Special Conditions, the latter shall prevail.
5. The Title shall consist of the official copies of Folios SL296, SL303, SL2296F and SL11555F with file plans specified in the Document Schedule hereto and shall be deduced therefrom.
6. The sale price shall be apportioned on closing by the Vendor's Auctioneer between the residential and non-residential portions of the property in sale and the decision of the said Auctioneer shall be final and binding on all parties.
7. The Purchaser shall accept without objection requisition or enquiry that the property in sale has the benefit of a piped public water supply from Irish Water. To the best of the Vendor's knowledge information and belief there are no outstanding charges due in respect thereof and has applied to Irish Water for a letter to confirm this. The closing date for the sale shall not be delayed by reason of the non-availability of such letter.
8. The property in sale is subject to a charge in favour of Allied Irish Banks PLC registered at Part 3 Entry Number 5 of Folio SL296 which will be discharged out of the sale proceeds. The Purchaser shall accept the Vendor's solicitors undertaking to discharge the said charge as soon as practicable after the closing date and to furnish a release or discharge thereof with appropriate land registry fees thereon.
9. The Purchaser shall accept without objection requisition or enquiry that the reference to the charge at Entry number 3 on Folio SL296 is an error and should have referred to the Charge at Entry number 2 on Folio SL296 and that all monies secured on the property in favour of the Governor and Company of The Bank of Ireland have long since been discharged by the Vendor.
10. As the Planning File for Planning Permission reference: PL95-389 is currently not available from Sligo County Council the Vendor shall not be obliged to furnish any evidence of compliance with the said Planning Permission, and makes no warranty that the said permission has been complied with.

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