

WARNING: IT IS RECOMMENDED THAT THE WITHIN SHOULD NOT BE COMPLETED WITHOUT PRIOR LEGAL ADVICE



**Conditions of Sale 2023 (Revised) Edition
Particulars and Conditions of Sale**

Of lands at Ballynasrah, Killeigh, County Offaly and Quarrymount, Killeigh, County Laois

SALE BY AUCTION

to be held at Held at McDonald Auctioneers, Upper Main Street, Cooltederry,
Portarlington, County Laois

And

LSL Online Auction – www.lslauctions.com

On the 5th day of March 2026 at 2.30 pm

Auctioneer: Tom McDonald Auctioneers

Address: Upper Main Street, Cooltederry, Portarlington, County Laois

Vendor: Bosco Spollen and Julie Spollen, Legal Personal Representatives of Maureen Spollen Deceased

Vendor's Solicitor: Hoey and Denning LLP Solicitors

Address: High Street, Tullamore, Co. Offaly

Reference: BPM/SPB001/001

Law Society Conditions of Sale 2023 (Revised) Edition© Law Society of Ireland

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 2026

Between

BOSCO SPOLLEN and JULIE SPOLLEN as Legal Personal Representatives in the estate of Maureen Spollen

Vendors

PPS Number: 91357441

Nominated Email Address of Vendor's Solicitor: bmahon@hoeyanddenning.com

and

PPS Number:

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 property described in the within Particulars at the purchase price mentioned below.

Purchase Price: € Closing Date: Three weeks from the date hereof

Less Deposit: € Interest Rate: 8% per annum

Balance: €

Signed _____ Signed _____

(Vendor)

(Purchaser)

Witness _____ Witness _____

Occupation _____ Occupation _____

Address _____ Address _____

As stakeholder I / we acknowledge receipt of € in respect of deposit.

Signed _____

Particulars and Tenure

ALL THAT AND THOSE all of the property presently described in Folio 4470 of the Register County Laois together with part of the property presently described in Folio 6091 County Offaly **SAVE AND EXCEPT** the lands marked “B” on the Land Registry Compliant Map attached hereto

(the total area of the lands in sale is approximately 60.2 acres statute measure)

(the “**Subject Property**”)

Held

In Fee Simple

Local Property Tax (LPT) property ID number: Not applicable

Documents Schedule

- 1 **Title**
- 1.1 Certified copy Folio and Filed Plan OY6091.
- 1.2 Up to date Plain copy Folio OY6091 showing cancelled inhibitions.
- 1.3 Certified copy Folio and Filed Plan LS4470.
- 1.4 Original Land Registry Compliant Map of Folio OY6091 marking in red and lettered 'B' the area being retained by the Vendors.
- 1.5 Certified copy Grant of Probate in the estate of Maureen Spollen.
- 2 **Planning**
 Not applicable.
- 3 **Corporate**
 Not applicable.
- 4 **Tenancies**
 Not applicable.
- 5 **General**
- 5.1 Original Offaly County Council letter re: roads dated 19 January 2026.
- 5.2 Original Laois County Council letter re: roads dated 24 February 2026.
- 5.3 Replies to Requisitions on Title.
- 5.4 Family Law Declaration of Vendors.
- 5.5 Section 72 Declaration of Vendors.
- 5.6 Declaration re: Sporting Rights of Vendors.

Searches Schedule

None

Special Conditions

1 Amendment of Law Society 2023 (Revised) General Conditions by Special Condition

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 Application of Law Society 2023 (Revised) General Conditions

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. VAT

Deleted

4. The Title shall commence with and consist of the documents in the Documents Schedule and shall be deduced therefrom. The Purchaser shall neither call for nor requisition any other documents of prior title whatsoever (whether appearing by way of recital or otherwise) and no query, objection or requisition whatsoever shall be raised by the Purchaser in relation thereto.

5. The Vendors are selling the Subject Property in their capacity as personal representatives of the late Maureen Spollen who is the owner of the Subject Property. As the Vendors are selling in that capacity, they may not have knowledge of certain matters and replies to requisitions and any declarations given will only be given to the best of the knowledge, information and belief of the Vendors as legal personal representatives.

6. The Purchaser shall be deemed to purchase with full notice of the actual state and condition of the Subject Property and shall take it as it stands subject to all rights of way, water, light, drainage and other easements, rights, privileges and liabilities and to all rents outgoings and incidents of tenure. The Purchaser shall be deemed to have satisfied itself prior to the execution hereof that the Subject Property is adequately serviced and has the benefit of all easements, rights and privileges required for the proper use and enjoyment of same and to this extent that the roads, laneways and services to and abutting the Subject Property have been taken in charge by the Local Authority or where not so in charge, the Purchaser accepts same as it presently stands and shall raise no objections, requisitions or enquiries in this regard.

7. General Condition 11 shall not apply to this sale. The Purchaser shall accept such evidence of identity as may be gathered from the description in the copy documents specified in the Documents Schedule. The Vendors shall not be required to define boundaries, fences, ditches, hedges or walls or to specify what boundaries (if any) are of a party nature or separately identify parts of the Subject Property and be familiar with its boundaries, fences and walls and save that the Vendor shall be obliged to produce a Declarations of Identity in the form contained in the Document Schedule hereto.
8. General Conditions 21(c) and (d) are hereby deleted. For the avoidance of doubt the Vendors shall not be obliged to complete the sale unless and until the Vendor have received all monies payable pursuant to this Agreement including all interest due to the Vendor **PROVIDED ALWAYS** that the Vendors shall be entitled to require completion to take place strictly without prejudice to the right of the Vendors to pursue its claim for interest.
9. The Purchaser shall have paid a deposit to the Auctioneer prior to the Auction. Any shortfall in the deposit bringing the total deposit payable to 10% of the Sale Price shall be paid within one business day of the Auction and paid directly to the Auctioneer as per the funds already paid to participate in the online Auction. These payments shall form the Contract Deposit. The balance of the purchase monies shall be discharged by the Purchaser by way of inter-bank electronic transfer of same day cleared funds to the client account of the Vendors' solicitors at the relevant times. The closing documents and vacant possession shall not be released to the Purchaser until same has been affected. The funds so transferred shall be held in trust by the Vendors' solicitors pending the release of the closing documents and vacant possession.

The Vendors' solicitors' client account details are as follows:

Account: Hoey & Denning Client Account
Bank: Bank of Ireland, Tullamore Co. Offaly
IBAN: IE54BOFI 9019093873XXXX
BIC: BOFIIIE2D

Please contact our office by telephone to verify the last 4 digits of our IBAN.

10. The terms and conditions of the incorporated Law Society of Ireland General Conditions of Sale 2023 (Revised) Edition are deemed to be incorporated as part of this Contract but in the event of a conflict these special conditions shall prevail.