

**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 land at Abbeyville, Lorrha, Nenagh, Co. Tipperary

SALE BY AUCTION

to be held at the Abbey Court Hotel, Nenagh

on the 5th day of November, 2025 at 3 o'clock

Auctioneer: Eoin Dillon- REA Dillon

Address: 42 Kenyon St. Nenagh, Co. Tipperary

Vendor: Independent Trustee Company Limited as Trustee of Delta Fund DFI000444

Vendor's Solicitor: Keane Solicitors

Address: Steamship House, Dock Street, Galway

Reference: PK/SH/OME

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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

Independent Trustee Company Limited as Trustee of Delta Fund DFI000444

having its registered office at Harmony Court, Harmony Row, Dublin 2

Tax Number: 8214999A

Vendor

Nominated Email Address of Vendor's Solicitor: info@pmkeane.ie

and

_____ of / having its registered office at _____

PPS Number(s): _____

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: See Special Conditions

Less Deposit: € Interest Rate: 8% per annum

Balance: €

Signed _____

(Vendor)

Signed _____

(Purchaser)

Witness _____

Witness _____

Occupation _____

Occupation _____

Address _____

Address _____

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

Signed _____

Particulars and Tenure

ALL THAT AND THOSE being the property situate in the townland of Abbeville comprised in Folio 33037F of the Register of Freeholders County Tipperary more particularly delineated on the map annexed hereto labelled as Plan 37 and edged red thereon, and measuring 20.28 acres (8.21 hectares) or thereabouts.

Held Freehold

Local Property Tax (LPT) property ID number (where applicable) N/A

Documents Schedule

Title

1. Certified Copy Folio and File Plan TY33037F
2. Replies to Requisitions on Title
3. Family Home Declaration of Vendor
4. Section 72 Declaration of Vendor
5. Declaration re Sporting Rights
6. Copy Death Certificate of Donal O'Meara
7. Independent Trustee Company Limited Certificate of Incorporation.
8. Independent Trustee Company Limited Constitution.
9. Company Certificate of Duly Authorised Director of Independent Trustee Company

Searches Schedule

Nil

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. Title

The Title to the property shall consist of the documents listed in the Documents Schedule hereto and be deduced therefrom. The Purchaser(s) shall be deemed to have entered this contract in full knowledge of all the contents thereof and the nature and extent of the obligations, rights and privileges affecting the property in sale as set out therein. The Purchaser(s) is furnished with replies to Requisitions herewith. Upon execution and exchange of the contract the Purchaser(s) shall be deemed to have accepted the replies thereto and no further Requisition, objection or enquiry shall be raised in relation title and/or matters therein. Without prejudice all documents in the Vendor's possession will be handed over on closing.

4. By the execution hereof the Purchaser(s) shall be deemed to have satisfied themselves as to the nature, quality, condition, means of approach, access to light and location of the property, suitability of all services state or repair and condition of the property in sale. It shall be matter for the purchaser(s) to procure confirmation that the roads and services abutting the property are in the charge of the Local Authority and/or Irish Water.

5. The Purchasers shall accept such evidence of identity as may be gathered from the description in the documents specified in the Documents Schedule. The Purchasers shall be deemed to be aware of the defined boundaries, fences, ditches, hedges or walls of the Subject Property and the Vendors shall not be required to define same or to specify what boundaries (if any) are of a party nature and General Condition 11 is hereby deleted accordingly.

6. Closing will be by way of electronic transfer of funds only to the client account of Keane Solicitors, details of which will be furnished under separate cover by

hard copy prior to closing. Please note that Keane Solicitors will never notify you of bank details by email or by telephone. Please do not reply to emails sent or received from Keane Solicitors detailing bank account or other payment details without direct verbal confirmation from them. Keane Solicitors accept no responsibility for funds being sent to the wrong account should you make a payment in reliance on such an email.

7. Where documents are referred to as copies, copies only shall be furnished on closing. Where documents are referred to as certified copies, certified copies only shall be furnished on closing.
8. Should there be any conflict between the terms hereof and the terms of any other agreement written or oral between the Parties or their agents relating to the sale of the within described property, the terms of the within agreement shall apply.
9. Entry No.1, Part 1 of Folio TY33037F states that the area of the property amounts to 8.8177 hectares. The Purchaser(s) is hereby put on notice that this is inaccurate and the correct area of the property on sale is that which is noted in the Particulars of this Contract for Sale. The Purchaser is referred to Land Registry Office Notice No. 4 of 2012 in this regard.

Deposit

10. The purchaser(s) shall adhere to the directions of the Auctioneer for payment of the deposit hereby reserved.

GENERAL CONDITIONS

The General Conditions referred to in this Agreement for Sale and the Special Conditions are the Incorporated Law Society of Ireland General Conditions of Sale (2023 Edition).

596330 mE, 703680 mN



Tailte Éireann
Clárúchán, Luacháil,
Suirbhéireacht
Registration, Valuation,
Surveying

Folio: TY33037F

This map should be read in conjunction with the folio.

Tailte Éireann (TÉ) Registration mapping is based on TÉ Surveying mapping. Where TÉ Registration maps are printed at a scale that is larger than the TÉ Surveying scale, accuracy is limited to that of the TÉ Surveying map scale.

For details of the terms of use and limitations of scale, accuracy and other conditions relating to TÉ Registration maps, see www.tailte.ie.

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(centre-line of parcel(s) edged)

- Freehold
- Leasehold
- SubLeasehold

Burdens (may not all be represented on map)

- Right of Way / Wayleave
- Turbary
- Pipeline
- Well
- Pump
- Septic Tank
- Soak Pit



A full list of burdens and their symbology can be found at: www.landdirect.ie

Tailte Éireann Registration operates a non-conclusive boundary system. The TÉ Registration map identifies properties not boundaries meaning neither the description of land in a folio nor its identification by reference to a TÉ Registration map is conclusive as to the boundaries or extent. (see Section 85 of the Registration of Title Act, 1964). As inserted by Section 62 of the Registration of Deed and Title Act 2006.