

THE INCORPORATED LAW SOCIETY OF IRELAND
GENERAL CONDITIONS OF SALE (REVISED EDITION)

PARTICULARS

and

CONDITIONS OF SALE
Of

5 Maryville Gardens, Courtown Harbour, Co. Wexford

SALE BY AUCTION

Auctioneer:	Kavanagh Estates
Vendor:	Mars Capital Finance Ireland dac
Vendor's Solicitor:	Joynt & Crawford
Address:	8 Anglesea Street, Dublin 2
Reference:	MAR031/0262/DL

MEMORANDUM OF AGREEMENT made this day of 2025

BETWEEN

Mars Capital Finance Ireland dac
of 40 Mespil Road Dublin 4 D04 C2N4
Tax Reference Number: 3421576JH

VENDOR

and

Of _____
Tax Reference Number: _____
Tax Type: _____

PURCHASER

whereby it is agreed that the Vendor shall sell and the Purchaser(s) 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	€
less deposit	€

Balance	€
	=====

Closing date: 2 weeks the date hereof
Interest Rate: 8% per annum

Signed _____
(for and on behalf of the Vendor)

Signed _____
(Purchaser)

Witness _____

Witness _____

Occupation _____

Occupation _____

Address _____

Address _____

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

SIGNED _____

PARTICULARS AND TENURE

ALL THAT AND THOSE the hereditaments premises and appurtenances comprised in Folio 1820L County Wexford more particularly described as 5 Maryville Gardens, Courtown, County Wexford.

HELD Leasehold

LPT ID NUMBER - 02430974OH

DOCUMENTS SCHEDULE

1. Original Lease
2. Certified Copy Mortgage dated 16th May 2007
3. Certified Copy Folio WX1820L
4. Certified Copy Notification of Grant of Planning Permission Register Reference 980929
5. Certified Copy Notification of Grant of Planning Permission Register Reference 971578
6. Original Certificate of Compliance of J P Byrne & Partners Ltd dated 29th March 1999
7. Original Certificate of Compliance of the Department of Environment dated 4th June 1999
8. Certified Copy Letter from Wexford Council re compliance with financial conditions
9. Certified Copy Fire Safety Certificate
10. Copy Company Documents
11. Replies to Requisitions on Title
12. BER Certificate
13. Draft Family Home Declaration of Bank Official
14. Draft Declaration in Relation to Possession of Bank Official
15. Draft Deed of Transfer

SEARCHES SCHEDULE

None

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 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 loan has been transferred Mars Capital Finance Ireland Designated Activity Company and the registration of this transfer has been registered on the Folio. The Purchaser shall accept the Vendors entitlement to sell as Mortgagee in Possession and shall make no objection nor raise any requisition or further enquiry in relation to same. The Assurance of the Property to the Purchaser on completion will be by Mars Capital Finance Ireland Designated Activity Company (the Bank) as Mortgagee in Possession on foot of its Power of Sale and the following shall apply to this transaction and to the closing of the sale:
 - (a) The Deed of Assurance from Mars Capital Finance Ireland Designated Activity Company (the Bank) to the Purchaser shall be in the format of the draft enclosed herewith transferring the property to the Purchaser discharged from the Mortgage/Charge and any subsequent burdens. The Deed may be executed under a Power of Attorney. If no amendment is requested to the draft prior to the date of sale the enclosed draft shall be deemed to be approved by the purchaser. General Condition 16 is hereby amended
 - (b) The Family Home Protection Act Declaration of the Bank shall be furnished on closing in the form of the attached draft.
 - (c) The Purchaser is furnished with the draft declaration of the Bank in relation to possession listed in the documents schedule which will be sufficient for the purchaser's purposes to confirm the Power of Sale of the Bank has arisen and become exercisable and to confirm the position regarding Possession of the property. No further documentation will be furnished to the Purchaser in relation the Power of Sale of the Bank or Possession of the property. The Purchaser shall not raise any further objection, requisition, enquiry in relation to same.
 - (d) The Purchaser shall conclusively accept without objection, requisition or enquiry whatsoever that pursuant to the provisions of Section 62 (10) of the Registration of Title Act, 1964, the Bank is entitled to assure the property free from its Mortgage, any judgement mortgages, lis pendens and/or from any other encumbrances or interests of any kind that may have been registered since the date of the Mortgage.
 - (e) For the purposes of the completion of the transaction the Vendor shall be Mars Capital Finance Ireland Designated Activity Company. A Tax Reference Number will be provided on or before closing. These are the particulars the Purchaser will require for the purposes of stamping the deed and the Vendor shall not be required to give any further confirmation of same.

- (f) In the event that, for whatever reason, the Vendor is not in a position to complete the within sale at any point prior to actual completion, the Vendor shall be entitled to terminate this contract on the giving of 7 days notice to the Purchaser. In this event the contract deposit and any other payments made hereunder shall be returned forthwith to the Purchaser without interest or penalty and the contract shall be deemed to be at an end.
 - (g) A Receiver has been appointed by the Vendor over the property and the Purchaser is furnished with a copy of the Instrument of Appointment of Receiver for information purposes only. The sale will be a sale by the Vendor as Mortgagee in Possession. The Purchaser shall raise no objection requisition or enquiry in relation to the appointment of the Receiver. Without prejudice it is confirmed that the Vendor will be in possession of the property for the closing of the sale. The Receiver will be discharged by the Vendor after the closing of the sale. The Purchaser shall not require a copy of the Deed of Discharge of Receiver.
- 4. The Vendor is selling as Mortgagee in possession and the title shall commence with and consist of the documents listed in the Documents Schedule hereto and no objection, requisition or query shall be raised in relation to prior or intermediate title. Without prejudice all documents of prior or intermediate title in the possession of the Vendor will be furnished on closing.
- 5. The Purchaser shall be deemed to have inspected the property and to have purchased same with full knowledge of the actual state and condition thereof as regards repair, maintenance, lay-out, extent of and access to roads and services and utilities (if any), use, the application to the property of the Local Government (Planning and Development) Acts, 1963 – 1999, the Planning and Development Act 2000, the Building Control Act, 1990, the Fire Services Act, 1981, the Safety Health and Welfare at Work (Construction) Regulations 1995, the Derelict Sites Act 1990 and any environmental regulations, and shall take the property as it stands and with the liability of any levies applied under the foregoing. Neither the Vendor nor its Agents give any warranties in relation to the condition of the property or to the application of any of the foregoing statutes to the Property. All works with regard to clearing the premises and removing any goods/chattels/items thereon shall be a matter for the purchaser and in this regard General Condition 17 is amended. For the avoidance of doubt the sale of this property does not include the contents and the Vendor does not give any warranties as to the ownership of or title to any contents in the property, General Condition 42 is hereby amended. Registering with Irish Water, Protect our Water or reconnecting any services thereto shall be a matter for the Purchaser.
- 6. The Purchaser is furnished with the Sealed and Certified Folio furnished in the documents schedule hereto and this shall be deemed to be as near as practicably written up date in accordance with condition 10(c) and it shall be a matter for the purchaser to update same thereafter.
- 7. The Purchaser is furnished with a copy of the Deed of Charge listed in the documents schedule hereto. Please note that this Deed of Charge is the Vendor's root of title and as such will not be vacated after closing, the draft Transfer furnished herewith is in Form 24 of the Land Registration Rules and will be sufficient to transfer the property to the Purchaser discharged from the said Charge and from any subsequent burdens. The Purchaser will, however, be furnished with a certified copy of the Deed of Charge on closing as it will be required for registration purposes. The Purchaser is referred to the Land Registration Rules 2012 and Section 60 of the Registration of Title Act 1964 for further information.
- 8. To the extent that documents are listed in the Documents Schedule as certified copies or copies or original documents the Purchaser accepts that this is what will be furnished on completion

and that the Purchaser shall not be entitled to call for production of the original or certified copy of that document and no better copies shall be sought or furnished.

9. The Purchaser shall be deemed to have purchased subject to all rights of way, water, light, drainage and other easements, rights, privileges and liabilities affecting the property, whether mentioned in these Conditions or not and whether apparent from inspection or not, and whether registered or not. The Vendor shall not be required to particularise any such easement, right, privilege or liability and in this regard General Condition 13 is amended.
10. No further documentation will be furnished in relation to planning and no objection or requisition may be raised by the Purchaser in this regard. General Condition 32 is hereby deleted accordingly.
11. TThe Vendor is making enquiries with the Management Company to establish the up to date position and is raising the usual requisitions in relation to the MUD Act. If and when responses to same are received, same will be furnished to the Purchaser. In the event they are not received then no further information will be furnished in regards in relation to the Multi-Unit Developments Act 2011 or related requisitions. No further information or details will be furnished in regards the common areas, Roads, services, service charges, access, Footpaths, Utilities, Easements and Services or maintenances in the estate or any related matter and no further objection or requisition may be raised in respect of same.
12. The Purchaser is furnished with the documents in the document schedule and shall not seek any further or other evidence of the property's identity. The Purchaser shall not require the exact boundaries, fences, ditches, hedges or walls of the property to be specified nor shall the purchaser inquire which walls or boundaries are of a party nature. The property on sale is Folio WX1820L as it stands only and the purchaser takes the boundaries as therein.
13. The property shall as to any damage from whatever cause arising after the sale thereof be at the sole risk of the Purchaser and no claim shall be made against the Vendor for any deterioration in or damage to the property.
14. Without prejudice to the provisions of General Condition 20(b), the Vendor's Solicitors will complete this sale by registered post, tracked DX or courier if so requested by the Purchaser's Solicitors provided that:-
 - (a) The Vendor's Solicitors are in receipt of the balance purchase monies.
 - (b) Liability for the documents, deeds and keys to be furnished on closing passes to the Purchaser upon same being placed in the post or by being delivered to the Vendor's Solicitors' DX exchange or being handed to the courier retained for that purpose by the Purchaser's solicitors and neither the Vendor or the Vendor's Solicitors shall have any liability in respect of same thereafter.
 - (c) The purchase money shall not be retained in trust by the Vendor's Solicitors after close of business on the day that the closing documents are furnished to the courier retained for that purpose, if applicable or after close of business on the working day following the day that the documents and keys were sent by registered post of tracked DX to the Purchaser's Solicitors, where applicable.

General Condition 20 is hereby amended.

15. To the extent that the contract deposit or any other funds are held by Joynt & Crawford LLP Solicitors as stakeholders, such monies shall be lodged to one of Joynt & Crawford's client accounts with a financial institution licensed by the relevant regulatory authorities unless each of the Vendor and the Purchaser instruct Joynt & Crawford LLP Solicitors in writing that the monies are to be placed on deposit with another financial institution licensed by the relevant

regulatory authorities to accept cash deposits in Ireland. In this regard, no liability shall attach to Joynt & Crawford LLP Solicitors in the event that the said funds are not guaranteed under the Deposit Guarantee Scheme.

16. No further information will be furnished in relation to the roads and services abutting this property and it shall be a matter for the purchaser to make their own enquiries.
17. General Condition 31 shall not apply to this sale and is hereby deleted. No orders or notices referred to therein have come to the Vendor's actual attention prior to the Date of Sale save those (if any) disclosed in this Documents Schedule hereto. It shall be a matter for the Purchaser to fully satisfy itself by appropriate searches, enquiries and investigations prior to the Date of Sale with regard to notice.
18. The Purchaser agrees and accepts that no information, statement, description, quantity or measurement contained in any advertisements or given orally or contained in any brochure, catalogue, letter, report, docket or hand out issued by or on behalf of the Vendor or any agent acting on behalf of the Vendor in respect of the Subject Property (whether or not in the course of any representation or negotiations leading to the Sale) shall constitute a representation inducing the Purchaser to enter into the Sale or a condition or warranty forming part of this Contract. Any information, statement, description, quantity or measurements so given or contained in any such advertisement, brochure, catalogue, letter, report or hand out issued by or on behalf of the Vendor or any agent on its behalf are for illustration purposes only and are not to be taken as matters of fact and that any mistake, omission, inaccuracy or mis-description given orally or in the form of any advertisement, brochure, catalogue, letter, report or hand out issued by or on behalf of the Vendor or any of its agents (whether or not in the course of any representation or negotiations leading to the Sale) shall not give rise to any right of action, claim, entitlement or compensation against or from the Vendor or any of its agents under this agreement or otherwise or any right of residue of termination. The within Contract comprises the entire of the Contract between the Vendor and the Purchaser and supersedes any other alleged contract between the parties in relation to the Subject Property. For the avoidance of doubt, the parties hereby acknowledge that any previous agreement which may have been entered into by the Vendor, Receiver and Purchaser relating to the Subject Property is hereby rescinded. Any statement, representation or warranty made by the Vendor, agent or employees during the course of negotiations leading to the Sale which are not herein contained and set forth are hereby treated as having been withdrawn and will have no force or effect at law whatsoever. General Condition 29 shall be read subject to this condition.
19. The Vendor shall not be liable to compensate the Purchaser for any loss in his bargain caused by an error (as defined in General Condition 29) made by or on behalf of the Vendor unless attributable to recklessness or fraud on the part of the Vendor nor in respect of which the Purchaser shall be deemed to have had notice under General Condition 14 (a) and under the Special Conditions hereto nor in relation to any error in a location or similar plan furnished for identification only.
20. The Vendor shall discharge all Local Property Tax, NPPR for 2012 & 2013 only and Household Charge relating to the Subject Property from the proceeds of the Sale (if not already discharged) and will furnish the Purchaser with details of same when available. No separate undertaking will be furnished and the parties will rely on this special condition post closing. 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 Purchaser in accordance with the provisions of General Condition 23. General Condition 6(f) and General Condition 23 are amended accordingly. No further documentation will be furnished in relation to the Local Government (Charges) Act 2009, the Local Government (Household Charge) Act 2011 or the Finance (Local Property Tax) Act 2012.

21. The Vendor is selling as mortgagee in possession of the Property and as such is not the registered owner of the Property, nor is it capable of becoming the registered owner of the Property. As a result, no searches against the Vendor will be explained and no company Secretary Certificate will be furnished.
22. The Parties hereby agree that the provisions of General Condition 21 (c) shall not apply to this contract.
23. Balance closing monies must be paid by EFT to Joynt & Crawford Solicitors Client Account:

Account Name: Joynt & Crawford Client A/c
Account Number: 50076079
Sort Code: 93 12 25
IBAN: IE82 AIBK 9312 2550 0760 79
BIC: AIBKIE2D
Bank: AIB
Branch: Westmoreland Street
Currency: Euro

24. The Contract for Sale herein shall include the Law Society of Ireland General Conditions of Sale (Revised Edition) whether annexed hereto or not.

25. *ANTI-MONEY LAUNDERING (AML)*

- 25.1 On or before the date that is seven days from the Date of Sale (the “**AML Longstop Date**”), the Purchaser will provide the Vendor with such confirmations, documentation or information as they require. A letter in the form of the draft letter in the annex hereto must be completed to the vendor’s satisfaction, signed and returned by the purchasers with any relevant accompany documentation within the said timeframe.
- 25.2 The Purchaser accepts that the Vendor shall not be obliged to complete the sale until these AML requirements have been satisfied
- 25.3 The Purchaser accepts that if they have not produced the requested AML confirmations and information to the satisfaction of the vendor by the AML Longstop Date, the Purchaser will be deemed to be in material breach of this Contract for Sale and the Vendor shall be entitled in its sole discretion to either:
- 25.3.a terminate this Contract for Sale forthwith by service of written notice on the Purchaser to that effect, in which event the Vendor shall be entitled to retain the deposit paid by the Purchaser absolutely to discharge, inter alia, the Vendor’s costs incurred in relation to the sale including but not limited to auction, legal, valuation, receivership and tax. The Purchaser accepts the Vendor’s entitlement to retain the deposit funds on such termination of this Contract and General Condition 47 (b) is amended accordingly; or
 - 25.3.b elect, by service of written notice on the Purchaser, to extend the AML Longstop Date by such period as is specified in the notice, and in such event the provisions of this Special Condition shall continue to apply.
- 25.4 The Purchaser warrants and confirms that the Deposit paid under this Contract is from a legitimate source and is not in whole or in part the Proceeds of Crime (as defined in the Proceeds of Crime Act, 1996 (as amended) or emanating in whole or in part from Criminal

Conduct or Proceeds of Crime Conduct (as defined in Part 2 of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010 as amended or Terrorist Financing as defined in the Criminal Justice (Terrorist Offences) Act 2005.

ANNEX

Mars Capital Finance Ireland DAC
40 Mespil Road
Dublin 4

Date:

Our Clients/Purchasers:
Property: 5 Maryville Gardens, Courtown Harbour, Co. Wexford

Dear Sir/Madam

We represent the Client in the proposed transaction involving the purchase of 5 Maryville Gardens, Courtown Harbour, Co. Wexford for the sum of [€•] and we confirm that:

- We have reviewed our client's source of funds and, specifically, the sources of the funds to be conveyed to Mars Capital Finance Ireland DAC and confirm that the source of the funds are as follows:

[Please provide details on each relevant source of funds, including origin, date received and amount:]

Yours faithfully

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