LOT NO. [p.lot\_no]

TARA ESTATES

**MEMORANDUM OF SALE OF LAND**

MEMORANDUM OF SALE AND PURCHASE made on the date set out in Item 1 of the Second Schedule hereto whereby the Vendor (hereinafter described) agrees to sell and the Purchaser (hereinafter described) agrees to buy the said lot (hereinafter described) on the terms and conditions herein.

**1. VENDOR:**

**[v.first] [v.middle] [v.last] [v.suffix],** a company duly incorporated under the Companies Act of Jamaica and having its registered office situate at [v.address\_line1], [v.address\_line2] , [v.address\_city] in the parish of [p.address\_state] (hereinafter called the “**Vendor**” which expression shall where the context so permits include its successors in title).

**2. PURCHASER:**

The party or parties described in Item 2 of the Second Schedule (hereinafter referred to as the “**Purchaser**”).

**3. PROPERTY SOLD:**

ALL THAT parcel of land part of [p.address\_city] in the Parish of [p.address\_state] more particularly described in Item 3 of the Second Schedule hereto (hereinafter called “**the said lot**”) and one of [p.total\_lots] (1/ [p.total\_lots\_i]) undivided share in the lots reserved for the use in common of all lot owners being the lots numbered [p.common\_lots\_i] on the sub-division plan hereof prepared by [ds.title] [ds.first] [ds.last] , Commissioned Land Surveyors and deposited in the Office of the Vendor (hereinafter called “**the said Subdivision Plan**”).

*N.B. Notice is hereby expressly given that the said lot herein agreed to be sold is described by reference to a provisional sub-division plan deposited in the office of the Vendor and that the position, shape and dimensions thereof may be subject to variation when the final plan of the said sub-division is deposited in the Office of Titles.*

1. **PURCHASE PRICE**

The Purchase Price shall be the sum set out in Item 4of the Second Schedule hereto (hereinafter called “**the Purchase Price**”).

**5.** **HOW PAYABLE:**

(1) The Purchaser covenants to pay the Purchase Price in the following manner:

(a) An initial payment of forty per cent (40%) of the Purchase Price as set out in Item 5(i) of the Second Schedule hereto on the execution hereof which shall be apportioned as follows:

(i) Ten per cent (10%) of the Purchase Price shall be the deposit; and

(ii) the remaining thirty per cent (30%) of the initial payment shall be a further payment on account of the Purchase Price.

(b) A second payment of thirty per cent (30%) of the Purchase Price as set out in

Item 5 (ii) of the Second Schedule hereto shall be paid within one hundred

and twenty (120) days of the initial payment.

(c) Balance Purchase Price set out in Item 5(iii) of the Second schedule shall be paid to the Vendor in exchange for the duplicate Certificate of Title duly endorsed in the name of the Purchaser or his Nominee(s) as the registered proprietor. The parties agree that within fourteen (14) days of the Purchaser receiving notice in writing that the Certificate of Title for the said lot has been issued and that an Instrument of Transfer of the said lot been prepared and is ready for execution, the Purchaser shall obtain in favour of and deliver to the Vendor’s Attorneys-at-Law an acceptable undertaking for the payment of all moneys payable by the Purchaser hereunder on completion failing which the Vendor shall be entitled to cancel this Agreement and refund the all sums paid on account purchase price without interest. Such notice shall be deemed to be sufficiently given to and effectively served upon the Purchaser if addressed to him at his address hereinbefore mentioned and sent by prepaid registered post at any post office in Jamaica and shall be deemed to have been received by the Purchaser within five (5) days after posting thereof.

(2) The Purchaser shall pay interest on all moneys payable hereunder which are not paid within ten (10) days of the due date at a rate equivalent to one per cent (1%) per annum above the lending rate of interest and all finance charges charged from time to time to the Vendor by the financial institution providing bridging (interim) financing for the development of which the said lot forms a part as to which a certificate from the said financial institution shall (save for manifest error) be conclusive.

**6. COMPLETION**

On payment of all moneys payable by the Purchaser hereunder in exchange for the duplicate Certificate of Title for the said lot duly endorsed in the name of the Purchaser and/or his Nominee.

**7. POSSESSION**

Vacant possession shall be delivered on completion.

**8. TAXES AND WATER RATES (IF ANY) AND**

**INSURANCE AND MAINTENANCE CHARGES (IF APPLICABLE)**

The Vendor shall be responsible for the payment of water rates, property taxes, insurance, maintenance charges and other outgoings in respect of the said lot until the date that possession is handed over to the Purchaser as hereinbefore provided   
and from and after such date unless and until separate assessments of water rates, property taxes, insurance and maintenance charges and other outgoings are made in respect of the said lot by the relevant authorities or suppliers the Purchaser shall be liable for that proportion of any such outgoings assessed against all the property in the Tara Estates development which the Purchase Price of the said lot bears to the total of the Purchase Price of all the residential said lots in the development.

**9. TITLE**

Under the Registration of Titles Act duly registered in the name of the Purchaser and/or his nominee.

**10. COSTS**

The Purchaser shall pay the following costs:

(a) The sum set out in Item 6 of the Second Schedule towards the cost of obtaining issue of the Certificate of Title for the said lot which shall be paid on the signing hereof:

(b) The sum set out in Item 6 of the Second Schedule towards the Vendor’s Attorneys-at-law fees for the preparation of the Agreement plus GCT thereon which shall be payable on the signing hereof;

(c) One-half of the stamp duty on transfer being the sum set out in Item 6 of the Second Schedule which amount for stamp duty shall be payable on the signing hereof;

(d) One-half of the registration fee on transfer being the sum set out in set out in Item 6 of the Second Schedule which shall be payable on the signing hereof;

(e) The Identification Report Fee set out at Item 9 of the Second Schedule hereto if the Purchaser elects to utilise the services of the Commissioned Land Surveyor responsible for the preparation of the said Subdivision Plan which shall be payable on completion.

**11.** **TRANSFER TAX**

Transfer Tax payable on this Agreement shall be borne by the Vendor solely.

**12. INCUMBRANCES, RESERVATIONS, RESTRICTIONS AND   
EASEMENTS:**

The said lot is or will on the date of possession be subject to and the title therefor has or may have endorsed thereon the restrictive and other covenants contained in the First Schedule hereto. There may, at the sole option of the Vendor, be endorsed on the said title, and the said lot shall in the event of such endorsement be subject to any other terms, conditions, covenants, easements, restrictions and encumbrances in this Agreement and such other easements (that the Vendor may deem necessary) for the provision of water, sewage disposal, drainage, gas, electricity and other services including telephone, radio and television services through or by means of any pipes, wires, cables or ducts.

**13. CARRIAGE OF SALE & PURCHASER’S ATTORNEYS-AT-LAW:**

(1) Hart Muirhead Fatta, Attorneys-at-Law of 2nd Floor, Victoria Mutual Building, 53 Knutsford Boulevard, Kingston 5 in the parish of Saint Andrew (Attention: Ms. Tracey Long) shall have the carriage of sale herein.

(2) The person(s) named in Item 10 of the Second Schedule (if any) shall be the Purchaser’s Attorney(s)-at-Law

**14. WAIVER:**

No neglect relaxation forbearance delay or indulgence by the Vendor in enforcing any of the covenants, terms and conditions of this Agreement or the granting of   
time by the Vendor to the Purchaser shall prejudice affect or restrict the rights and powers of the Vendor hereunder nor shall any waiver by the Vendor of any breach hereof operate as a waiver of any subsequent or any continuing breach hereof.

**15. INTERPRETATION**:

In the interpretation of this Agreement the word “**Purchaser**” shall be deemed to refer to one or more persons purchasing from the Vendor and where more than one their liability to the Vendor under the agreements, stipulations and obligations herein contained shall be a joint and several liability, and the words indicating the masculine gender and singular number shall be deemed to refer to and include the feminine and neuter genders and the plural number. The Schedules hereto shall be read and construed as one with, and form a part of, this Agreement.

**16. SPECIAL CONDITIONS:**

(1) It is a condition precedent to the coming into effect of this Agreement that same shall be signed by the Vendor and Purchaser and the initial payment paid to the Vendor or its Attorneys-at-Law and a duly executed counterpart of the Agreement for Sale returned to the Purchaser’s Attorneys-at-Law.

(2) It is understood and agreed that if the purchase money stated in this Agreement for Sale is denominated in United States Dollars, payment in United States Dollars shall be of the essence of the Agreement.

(3) It is understood and agreed that the Vendor’s Attorneys-at-Law shall be entitled to stamp this Agreement for Sale with stamp duty and transfer tax from the initial payment and that if for any reason whatsoever the initial payment has to be refunded to the Purchaser, and the amount to be refunded is equal to or more than the total of duty and tax so paid the Purchaser shall to the extent of such duty and/or tax so impressed, be deemed to have been refunded same by delivery up to him of the original transfer tax receipt and stamped Agreement duly noted by the Vendor as cancelled. If the amount to be refunded is less than the total of the amount of duty and Tax so paid, then the Vendor’s Attorney-at-Law shall at the sole expense of the Purchaser (estimated at J$60,000.00 exclusive of General Consumption Tax) claim the refund of such amount of duty and Tax as is refundable, from the Stamp Commissioner and within seven (7) days of the Vendor’s Attorneys-at-Law receiving such refund they shall pay therefrom in the currency of the refund to the Purchaser the amount to which the Purchaser is entitled less the Vendor’s Attorney’s fees and expenses for obtaining the said refund.

(4) It is understood and agreed that in the event the Commissioner of Stamp Duty and Transfer Tax for purposes of assessing Transfer Tax is of the opinion that the Purchase Price herein stated is substantially less than the market value and seeks to assess Transfer Tax on a higher consideration then this Agreement shall be immediately cancelled and shall have no further effect and all moneys paid on account of the purchase price shall be refunded by the Vendor to the Purchaser without interest and free from deductions.

(5) If the Purchaser shall make any objections or requisitions respecting the Title to the property sold which the Vendor or his Attorneys-at-Law shall on the ground of expense or otherwise be unable or unwilling to answer satisfy or comply with this Agreement may be rescinded by either party (notwithstanding any attempt to remove or satisfy the same or any negotiation in respect thereof) unless the Purchaser withdraws such objection or requisition within seven (7) days after delivery of a letter from the Vendor’s Attorneys-at-Law declining to answer the question or requisition PROVIDED THAT the Purchaser shall not be entitled to make any objections, requisition or claim to compensation by reason of

(a) any minor alterations as regards the said lot between the plans as produced to the Purchaser and the sub-division plan as registered by the Registrar of Titles;

(b) any minor variation or alteration on the aforesaid plans and specifications.

(6) Time shall be of the essence of the contract in respect of all payments to be made by the Purchaser under this Agreement and on the failure of the Purchaser on the due date to pay any sum or sums payable hereunder or punctually to do any act or thing by this Agreement required to be done by him the Vendor shall be entitled (but not obliged) immediately to cancel the same by fourteen (14) days notice in writing to the Purchaser, and to forfeit an amount not exceeding ten percent (10%) of the Purchaser Price and without further notice to the Purchaser and without tendering any transfer of the said lot to him, to re-sell same and apply the proceeds of sale to the Vendor’s own use.

(7) In the event of any increase in or addition to the Stamp duty, Registration fee and General Consumption Tax payable in respect of the sale and transfer herein the Purchaser pay one half of such increase or addition on completion.

(8) Fees for legal services rendered in preparing and submitting Notice of Change of Possession of Land by Transferor (Form TRI) to the Commissioner of Valuations and the Collector of Taxes (pursuant to the Land Valuation Act), preparing and completing a letter to the Jamaica Public Service Company Limited, advising it of the change of ownership and requesting it to enter into contracts with the Purchaser, is agreed in the amount of TEN THOUSAND DOLLARS Jamaican Currency (J$10,000.00) plus General Consumption Tax and shall be borne by the parties equally and the Purchaser shall pay his share thereof at the same time as payment of the balance Purchase Price.

(9) The Purchaser shall be given a true copy of this Agreement of which he acknowledges receipt by his execution hereof.

(10) The Vendor shall not be liable for any part of the costs of any fence dividing the said lot from other lands in its occupation or ownership.

(11) Any payments received by the Vendor from the Purchaser shall be applied first to any interest then due and thereafter to the balance Purchase Price.

(12) All payments to be made pursuant to this Agreement shall (save where otherwise specifically stated) be taken to be exclusive of General Consumption Tax (if applicable) and any General Consumption Tax chargeable in respect of the matters giving rise to such payments shall be added to the amount thereof and paid in addition thereto by the party making the payment.

(13) The Purchaser acknowledges and accepts that lots [p.common\_lots\_i] on the sub-division plan (hereinafter referred to as “**the Common Area**”) shall be transferred to the transferees of the lots in the said sub-division plan (including the Purchaser or his nominee) as tenants-in-common and the titles to each individual lot being so endorsed.

(14) The parties hereto agree:

1. That the Vendor shall cause to be incorporated under the Companies Act a company limited by guarantee to be called “[p.dev\_name] SUBDIVISION LIMITED” or such other name as the Vendor may decide upon which is acceptable to the Registrar of Companies (hereinafter called “**the said Company**”) to manage, maintain and regulate the use of the Common Area and that membership in the said Company shall be open only to the registered proprietors of the lots on the said sub-division plan. The Purchaser shall contribute to the costs of the incorporation and initial expenses of the said Company in the amounts and at the time specified in Item 7 of the Second Schedule hereto and in addition shall on or before completion pay to the Company the sum specified at Item 8 of the said Second Schedule being the aggregate of (i) estimate of the cost of maintenance and upkeep of the Common Area for an initial period of two (2) months, and (ii) a contribution towards the maintenance reserve fund to be administered by the said Company. The Vendor shall not be obliged to proceed with the incorporation process before the sale of all the residential lots shown on the said sub-division plan nor prior to completion of the development.
2. That as soon as the said Company has been incorporated the Purchaser shall forthwith apply for membership therein and do and provide all such other things as may be required to become a member in good standing thereof. In this regard the Purchaser shall sign (contemporaneously with this Agreement) the Application For Membership Form attached hereto as Appendix A and authorises and empowers the Vendor to fill out and otherwise complete same and thereafter to submit the Application to the said Company (when formed) on his behalf.
3. That the Purchaser shall on completion enter into an agreement with the said Company for the supply of services and the proper upkeep and maintenance of the Common Area and of the said lot. In this regard the Purchaser shall sign (contemporaneously with this Agreement) the Maintenance Agreement attached hereto at Appendix “B” and authorises and empowers the Vendor to fill out and otherwise complete same when the necessary details have been ascertained.
   1. The Purchaser hereby covenants to enter into an agreement with **[c.company\_name]**, a company duly incorporated under the laws of [c.address\_country] and having its registered office situate at [c.address\_line1] , [c.address\_line2] , [c.address\_city] , [c.address\_state] , [c.address\_country] (hereinafter called “**the Designated Contractor**”) for the construction on the said lot of a dwelling house of the size, shape and construction shown and set out in the Plan and Specifications thereof as provided by the Designated Contractor of the [p.dev\_name] development and of the type identified in Item 11 of the Second Schedule (hereinafter called “**the Dwelling House**”) a set of which Plans and Specifications are deposited in the Office of the Designated Contractor failing which the Vendor shall be entitled to rescind this Agreement.
   2. The Vendor hereby covenants to permit the Designated Contractor and any main subsidiary and independent contractor, suppliers, installers selected by the Designated Contractor to enter, into possession of the said lot as licensees upon the execution hereof for the purposes of erecting thereon the Dwelling House and completing it to the prescribed specifications with appropriate infrastructure.
   3. Any notice required to be given or served upon either of the parties hereto shall be deemed to be sufficiently given to and effectively served upon the Purchaser if addressed to him at his address hereinbefore mentioned or his last known address in Jamaica and posted by prepaid registered post at any post office in Jamaica and upon the Vendor at its address aforementioned and posted by prepaid registered post at any post office in Jamaica and copied to their Attorneys-at-Law. A notice shall be deemed to be served five (5) days after the time of posting.
   4. The Vendor shall not be responsible and bears no liability for any delay or failure of the Jamaica Public Service Company Limited to provide electricity to the said lot and/or the National Water Commission to provide water and sewerage service to the subdivision PROVIDED THAT the Vendor shall have made the necessary applications and paid the requisite fees (if any) in a timely manner.

**FIRST SCHEDULE**

The land sold (hereinafter called “**the said lot**”) is subject to the undermentioned restrictive covenants which shall run with the land and shall bind as well the Purchaser, his heirs, personal representatives, successors and transferees as the registered proprietors for the time being of the said lot, his heirs, personal representatives, successors and transferees and shall enure to the benefit of and be enforceable by the registered proprietors for the time being of the remaining land or any portion thereof comprised in the said sub-division plan.

1. No development of this land shall take place except in accordance with the permission herein granted and in accordance with the provisions of the Town and Country Planning ([p.address\_state]) Provisional Development Order (Confirmation) 1982.

2. Any development of any lot within the subdivision shall be submitted to the Local Planning Authority ([p.address\_state] Parish Council) in the form of an application with detailed drawings for approval before any such development is started.

3. The local authority must be satisfied with the means of access to the lots.

4. Natural drainage unto the land shall be unimpeded.

5. No waste or sullage water or affluent waste shall be permitted to be discharged from any lot on to any road or on to any adjoining land.

6. Gray water, sewage and effluent disposal shall be done to the satisfaction of the Medical Officer (Health) DEVELOPMENT PARISH.

7. The holder of each lot shall provide a water storage tank of a minimum capacity of two day’s supply, and such water tank shall be camouflaged by fencing and/or landscaping so as not to be visible from the exterior of the said Lot.

8. All gates and doors in or upon any fence or opening on to any road shall open inwards.

9. No sign or hoarding or other advertisement shall be erected on the land without the specific permission of the Local Planning Authority.

1. No fence, hedge or construction of any kind, tree or plant of a height of more than 1.37 metres (4’ – 6”) above road level shall be permitted within 5.49 metres (18’ – 0”) of any road intersection.
2. No fence the design of which has not been approved by the Vendor or its successors or assigns shall be erected on the said Lot.
3. All lots on the development shall at all times be kept clean and free from undergrowth to the satisfaction of the Medical Officer (Health) by the owner or occupier thereof.
4. All receptacles shall be placed in front of the lots for collection of solid waste by the relevant authority, person or organization with responsibility for collection.
5. Lots [p.residential\_lots\_i] are to be used for residential purposes, lots [p.common\_lots\_i] are to be used for open space purpose and reserved road for the proposed subdivision. The open space shall be landscaped and otherwise developed and transferred to all the residential lot owners (in common ownership) and their titles shall be so endorsed.
6. There shall be no breach of existing covenants or supportable objections.
7. There shall be no further subdivision of lots [p.residential\_lots\_i].
8. Sewage treatment and disposal method shall be effected via connection to the sewer main.
9. No building or any permanent structure shall be erected less than 15.24m and 11.2m from the centre line of the main and reserved roads respectively.
10. There shall be no vehicular ingress/egress from lots ?, ?, ? and ? unto the reserved road no. ?.
11. The vehicular ingress/egress from lots nos. ? and ? shall be taken at the common boundary with lots nos. ? and ? respectively.
12. A detailed plan shall be submitted with detailed building plans for lots [p.residential\_lots\_i] illustrating the interception of surface drainage/storm water runoff and disposal on-site into dry wells/absorption pits or storage tanks for approval by the [p.address\_state] Parish Council.
13. No animals, livestock or poultry as stated in the Keeping of Animals Act shall be raised, bred or kept on the said lot except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose and provided that they do not become a danger to any person occupying any parcel of land or parts of the subdivision of which the said lot is a part.
14. Save for Lots ?, ? and ?
15. , no building other than one private dwelling house with appropriate outbuildings thereto shall be erected on the said lot, to a maximum of two (2) storeys.
16. No building erected on the said lot shall be used for the purpose of a shop, school, chapel or church and no trade, business, profession education or public religious worship whatsoever shall be carried out upon the said lot or any part thereof.
17. The registered proprietor shall not throw or allow to fall or permit to be thrown or to fall any material or substance whatsoever out of or from any window, door, passage or other part of the house situate on the said lot.
18. The registered proprietor and/or occupiers of the said lot shall not at any time permit or suffer any garbage to remain on the said lot otherwise than in accordance with the requirements of the Public Health Authority.
19. The said lot and/or any building thereon shall not be used for any unlawful purposes or any purpose which shall or might be or become a source of annoyance or objection to any persons for the time being entitled to the benefit of this covenant and no nuisance shall be created or permitted on the said lot.
20. Save for the building(s) constructed on Lots 2, 3 and 4, any building to be constructed on the said lot shall not be greater than 50% of the area of the said lot.
21. The registered proprietor shall not hang or display on or from any windows or other parts of the aforesaid house, laundry, washing, clothing, bedding or other materials or articles.
22. The registered proprietor shall not erect or permit to be erected or to remain any appliance, equipment, fixture or fitting of any kind whatsoever including garbage receptacles and satellite antennae (satellite dishes) upon the said lot external to the said house or townhouse or any part thereof and whether attached thereto or not save and except awnings of the colour, type and design approved by the Vendor its successor or assignee.
23. The registered proprietor shall not in any way alter or change the front and sides of the exterior of the said house, and shall erect no fence closer than twenty (20) feet from the front boundary of the said Lot.
24. The registered proprietor shall not use the said Lot or the curtilage thereto for any purpose which may be illegal or injurious to the reputation of the sub-division.
25. The registered proprietor shall not change the colour of the external walls of the building constructed on the said Lot to a colour which has not been approved by the Vendor its successors or assignees.
26. The registered proprietor shall not change the colour of the roof of the building constructed on the said Lot to a colour which has not been approved by the Vendor its successors or assignees.
27. The registered proprietor shall not install a generator for use on the said Lot except one of which the type, size and placement has been approved by the Vendor, its successors or assignees.
28. The registered proprietor shall not make undue noise in or about the said lot or the curtilage thereto.
29. The registered proprietor shall not park nor allow any motor trucks with an engine capacity in excess of 3 litres, trailers, or motor buses (with a seating capacity in excess of 12 seats) to be parked and remain overnight on at or near the said lot.
30. Such covenants and/or easements in such form as the Vendor’s Attorneys may deem necessary to ensure:

(1) That pipes or ducts for the purpose of providing sewage disposal services or water may pass in or under the said lot.

(2) That wires for the purposes of providing electricity and telephone services and communication and video/television signals may pass in, over, under and upon the said lot.

(3) That poles to carry wire and cables and other equipment for electricity and telephone, television and other communication services may be erected on or near the boundaries of the said lot.

1. That the Jamaica Public Service Company Limited, Columbus Communications Limited (FLOW) Cable & Wireless Jamaica Limited, other utility company and **[v.first] [v.middle] [v.last] [v.suffix]**, their servants, agents, workmen, licensees and independent contractors, together with vehicles of all kinds, shall have the right of entry way and passage along and within five feet of the boundaries of the said lot for the purpose of erecting and installing poles, wires, cables and other equipment and maintaining, repairing and renewing the same, and for the purpose of procuring the efficient continuation of the said services.

PROVIDED THAT for the more efficient use and enjoyment of the foregoing easements the following covenants which shall run with the land shall be deemed to have been entered into by the registered proprietor of the said lot, namely, a covenant by the registered proprietor for himself, his heirs, personal representative and transferees with the Vendor, its successors and transferees.

(a) Not to permit to grow or suffer to remain on the said lot any tree, hedge, crops or other plants or vegetation so that the same are or will grow within five feet of any of the poles or other apparatus of any kind of the Jamaica Public Service Company Limited, or of a height greater than fifteen feet within five feet of any boundaries of the said land or higher than fifteen feet from the ground within fifteen feet of the line adjoining any two adjacent poles of the Jamaica Public Service Company Limited.

(b) The Jamaica Public Service Company Limited and/or Cable & Wireless Jamaica Limited and/or **[v.first] [v.middle] [v.last] [v.suffix]** shall have the right to pull down and/or remove any fence or part thereof which will obstruct them or either of them in establishing, erecting, constructing, maintaining, repairing, renewing, cleaning, removing, replacing, inspecting and operating their respective systems and undertaking and shall not be liable to pay any compensation for or to restore any such fence, wholly or in part if such pulling down and/or removal was necessary for the execution of the work, and if no greater damage is done than is reasonably necessary for the attainment of the said objects.

**SECOND SCHEDULE**

ITEM 1 Date: The day of 201

ITEM 2 Purchaser(s): **[b.first] [b.middle] [b.last] [b.suffix] and/or his Nominee**

Address: **[b.address\_line1]** , **[b.address\_line2]** , **[b.address\_city]**, **[b.address\_state]** , **[b.address\_country]**

Occupation: **[b.occupation]**

TRN(s): **[b.trn\_no]**

Tenancy: N/A

Place of Business: [b.bussiness\_place]

Telephone Nos. Mobile: [b.mobile]

Office: **[b.phone]**

If title is to be issued in favour of more than one person, state above whether such persons are to be Joint Tenants or Tenants in Common.

N.B.

Joint Tenancy: On the death of one party the premises would go to the other party or parties by operation of law and no Joint Tenant can dispose of his interest by Will.

Tenancy in Common: Each party owns an undivided share in the premises and on death his share would go as provided in his Will or as in an Intestacy.

ITEM 3 The said lot: ALL THAT parcel of land being the lot numbered [p.lot\_no] shown on the proposed subdivision plan of all that parcel of land part of [p.address\_city] in the parish [p.address\_state] prepared by [ds.title] [ds.first] [ds.last], Commissioned Land Surveyors and being part of the lands comprised in Certificates of Title registered at Volume [p.volume\_no] Folio [p.folio\_no] of the Register Book of Titles.

ITEM 4Purchase Price: **[m.price\_w] in [m.fc\_name] Currency ([m.fc\_symbol] $** **[m.price\_i])** (equivalent for stamp duty purposes only to J$ [m.jprice\_i])

ITEM 5 Terms of Payment

|  |  |
| --- | --- |
| Deposit on signing: | [m.fc\_symbol] $ [m.deposit] |



|  |  |
| --- | --- |
| Second Payment within 120 days of signing in accordance with clause 5 (1) (b): | [m.fc\_symbol] $ [m.second\_pay] |

(ii)

|  |  |
| --- | --- |
| Balance Sale Price in accordance with clause 5 (1)(c): | [m.fc\_symbol] $ BALANCE |

(iii)

ITEM 6

|  |  |
| --- | --- |
| ½ cost of title: | J$ [m.half\_title] |
| ½ cost Agreement for Sale (incl. GCT | J$ [m.half\_agreement] |
| ½ Stamp Duty: | J$ [m.half\_stamp\_duty] |
| ½ Registration Fee: | J$ [m.half\_reg\_fee] |

ITEM 7

|  |  |
| --- | --- |
| contribution to costs of incorporation and initial expenses payable on completion | J$ [m.inc\_cost] |

ITEM 8

|  |  |
| --- | --- |
| Maintenance expenses for initial period of two months and contribution to maintenance fund to be maintained by the company and payable on completion: | J$ [m.maintenance\_expense] |

ITEM 9

|  |  |
| --- | --- |
| Identification Report Fee  (exclusive of GCT): | J$ [m.identification\_fee] |

ITEM 10 Purchaser’s Attorney-at-Law:

ITEM 11 House Type: C

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first hereinbefore written

SIGNED for and on behalf of )

the Vendor by )

in the presence of:- ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED by the Purchaser )

in the presence of:- ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

APPENDIX A

**APPLICATION FOR MEMBERSHIP**

**IN COMPANY**

**LIMITED BY GUARANTEE NOT HAVING A SHARE CAPITAL**

**THE UNDERSIGNED as** a Purchaser of theproperty described in Memorandum of Sale of Land dated the day of , 201 between **[v.first] [v.middle] [v.last] [v.suffix]** and the undersigned HEREBY APPLIES to become a member in the abovementioned company (being [p.address\_city] Subdivision Ltd. or such other name acceptable to the Registrar of Companies).

THE UNDERSIGNED FURTHER AGREES to be bound by the provisions of the Articles of Incorporation of the Company.

DATED the day of **201 .**

SIGNED by )

in the presence of:- ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**APPENDIX B**

**[v.first] [v.middle] [v.last] [v.suffix] MAINTENANCE AGREEMENT**

**THIS AGREEMENT** is made this day of Two Thousand and

**BETWEEN [v.first] [v.middle] [v.last] [v.suffix]**, a company duly incorporated under the Companies Act of Jamaica and having its registered office situate at [v.address\_line1] , [v.address\_line2] , [v.address\_city] , in the parish of [v.address\_state] (hereinafter called “**the Promoter**”) of the FIRST PART and the party described in Item 1 of the Schedule hereto (hereinafter called “**the Lot Owner**”) of the SECOND PART AND [p.address\_state] **SUBDIVISION LIMITED**, a Company incorporated under the Companies Act of Jamaica and having its registered office at [ ], in the parish of [ ] (hereinafter called “**the Company**”) of the THIRD PART

WHEREAS:

A. **[v.first] [v.middle] [v.last] [v.suffix]** is a development consisting of [p.total\_lots] ([p.total\_lots\_i]) lots and [p.common\_lots] ([p.total\_lots\_i]) lots designated for recreation and non-residential uses situate at **[p.address\_city]** in the Parish of [p.address\_state] .

B. The Lot Owner is registered or is about to be registered as the Proprietor of the lot described in Item 2 of the Schedule hereto (hereinafter called “**the said lot**”) and one undivided one-[p.total\_lots] (1/in [p.total\_lots\_i] ) share and interest in the lots described at Item 3 of the Schedule hereto being the lots designated for recreation and non-residential uses (hereinafter called “**the Common Area**”) all of which are part of the development known as [p.dev\_name] (hereinafter called “**the development**”) having entered into an Agreement with the promoter to purchase the said lot (hereinafter referred to as “**the Sale Agreement**”)

C. The Promoter, the Lot Owner and other purchasers of lots in the development agree that it is desirable and in their mutual interest that the Common Area and amenities located thereon be maintained at a standard and in a manner which will preserve their value and lead to the mutual enjoyment of such areas

D. The Promoter has caused the company to be incorporated to provide the vehicle by which such preservation and mutual enjoyment may be achieved

E. The Lot Owner has applied to become a member of the company and the Board of Directors of the Company (hereinafter referred to as “**the Board**”) has conditionally accepted the Lot Owner’s application subject to the completion of the Sale Agreement.

NOW THIS AGREEMENT WITNESSETH as follows:

1. The Lot Owner will be entered on the register of members of the company, PROVIDED THAT he has discharged all his obligations hereunder and under the sale agreement. No person other than a registered proprietor or the mortgagee of a registered proprietor or the Promoter shall be eligible for membership of the company.

2. The Board shall be comprised initially of [five (5)] members appointed by the promoter including the Chairman, all of whom shall retire at the first General Meeting of the Company but shall be eligible for re-election.

3. The Promoter shall procure that the first General Meeting of the Company   
be held within thirty (30) days of the completion of the construction of the infrastructure   
of the development or as soon as is practicable thereafter.

4. The Company HEREBY COVENANTS AND AGREES as follows:

(a) to maintain the common areas and the common facilities, including the   
roadways, walkways, lawns, gardens, exterior lighting equipment and   
machinery to a high standard and in a manner which is compatible with   
the reasonable expectations of the owners of units in a first class   
development, and in particular to:

1. mow, rake and fertilise the lawns and grass verges as required;

2. sweep, mend and resurface the roadways and pathways;

3. paint and repair as required the buildings on the Common Area;

(b) to employ adequate security personnel;

(c) to provide for the regular collection of garbage;

(d) to insure and keep in force insurance on buildings and public liability insurance on the common area;

(e) to allow the Lot Owner for so long as he remains the registered proprietor of the said lot, the full and free right and liberty to pass and repass into and out of the common area along the roadways and pathways therein;

(f) to allow the Lot Owner, his bona fide tenants and visitors (when properly so identified) for so long as he remains the registered proprietor of the said lot, the full right and liberty to utilise the amenities located on the Common Area in the development upon payment of any applicable fees;

(g) to allow the Lot Owner to use, in common with other proprietors all water mains, pipes, sewers, drains, wires, conductors and other apparatus for the passage of water, sewage, electricity or television and telephone signals which may pass under, upon or above the Common Area.

5. The Lot Owner HEREBY COVENANTS AND AGREES as follows:

(a) to pay on demand all maintenance charges and assessments as shall be levied by the Company from time to time against the said lot to meet the costs of operating the Company and maintaining the Common Area as detailed in Clause 4 (a) through (g) of this Agreement. The Lot Owner’s share of these common costs shall be the fraction thereof set out in Item 4 of the Schedule hereto;

(b) to observe and abide by the regulations made by the company from time to time in respect of the user of the common area and the entire development of which the lot forms a part;

(c) not to permit vehicles belonging to him, his agents or invitees to:

(i) travel at excessive speeds over the common area roadways;

(ii) traverse the grass verges;

(iii) park in places other than the parking spaces allotted to visitors;

(iv) be dismantled on the Common Area or on the said lot;

(d) to maintain the said lot including the buildings and gardens thereon in a good state of repair so as not to detract from or prejudice the value of other lots in the said development;

(e) to abide by the terms and conditions Articles of Incorporation of the company;

(f) to pay all rates, taxes or outgoings now or hereafter to become payable in respect of the said lot;

(g) to withdraw as a member of the company when the Lot Owner is no longer a registered proprietor of any lot in the development;

(h) to procure that any purchaser of the said lot from the Lot Owner performs and observes the provisions of this Agreement and makes application to the company for admission to the company pursuant to the Rules thereof.

6. IT IS HEREBY MUTUALLY AGREED AND DECLARED as follows:

(a) (i) The Lot Owner shall pay monthly to the Company a sum to   
be determined by the Company which shall be applied towards an accumulated reserve (hereinafter referred to as “**the Common Area Fund**”) which shall be used to defray the cost of repairing and replacing the amenities located in the Common Area including the swimming pool (if any), roadways, walkways, drains, pumps, lighting and equipment in the said development, it being the intent that the Common Area Fund will provide the funding to enable the Company to discharge its obligations as set out in clause 4(a) hereof.

(b) All monies payable by the Lot Owner in pursuance hereof which shall not be paid on the due dates shall bear interest thereon at the rate of two per cent (2%) above the prime rate charged by the Company’s bankers computed from the date on which such sums shall become payable.

(c) For the purpose of better securing the payment of his portion of the maintenance cost and his contribution to the Common Area Fund, the Lot Owner HEREBY CHARGES to the Company all his estate and interest and all the estate and interest he is entitled to dispose of in the lot described in Item 2 of the Schedule hereto. In the event that the Lot Owner shall wish to sell his holding, he shall, upon payment of any indebtedness due hereunder and upon obtaining the signature of the person who is to be registered as the transferees of the said property to an agreement in similar form hereto, be entitled to have the charge hereby created released and any caveat lodged to protect this charge withdrawn at his sole cost or to obtain at his own cost the consent of the Company to the registration of any dealing with the lot subject to the said caveat.

(d) All notices of communication to be given or made hereunder shall be sent by registered post or delivered personally to the address of the Lot Owner as stated herein unless such address has been changed and such change notified in writing to the company. Where there is more than one registered proprietor of the said property, the notice shall go to the firstnamed on the certificate of title therefor. All such notices shall be deemed to have been received five (5) working days after the posting of same in any post office in Jamaica.

(e) The Company shall be at liberty to withhold from the Lot Owner such assistance as is usually and customarily rendered the Lot Owner including but not limited to entry assistance by security personnel employed to the Company for non-payment of maintenance charges and assessments payable by the Lot Owner pursuant to Clause 5 (a) of this Agreement.

**SCHEDULE**

ITEM 1: THE LOT OWNER: **[b.first] [b.middle] [b.last] [b.suffix]** of **[b.address\_line1]** , **[b.address\_line2]** , **[b.address\_city]** , **[b.address\_state]** , **[b.occupation]**.

ITEM 2: THE SAID LOT: ALL THAT parcel of land being the lot numbered [p.lot\_no] shown on the proposed subdivision plan of all that parcel of land part of **[p.address\_city]** in the parish of **[p.address\_state]** prepared by [ds.title] [ds.first] [ds.last], Commissioned Land Surveyors deposited in the Office of the Vendor and being part of the lands comprised in Certificate of Title registered at Volume [p.volume\_no] Folio [p.folio\_no] of the Register Book of Titles which plan the Purchaser acknowledges that he has examined.

ITEM 3: THE COMMON AREA: ALL THAT parcel of land being the Lots   
numbered [p.common\_lots\_i] on the Subdivision Plan of land part of [p.address\_city] in the parish of [p.address\_city] prepared by [ds.title] [ds.first] [ds.last] Commissioned Land Surveyors deposited in the Office of the Vendor and being part of the lands comprised in Certificate of Title registered at Volume [p.volume\_no] Folio [p.volume\_no] of the Register Book of Titles which the Purchaser acknowledge the he has examined.

ITEM 4: COSTS: one-[p.total\_lots] (1/[p.total\_lots\_i]) of the total cost of the Company in operating the Company maintaining the Common Area.

IN WITNESS WHEREOF this agreement has been duly executed by the parties hereto the day and the year first hereinbefore written.

SIGNED for and on behalf of )

**[v.first] [v.middle] [v.last] [v.suffix]** )

the promoter ) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the presence of:- )

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SIGNED by the said Lot Owner )

) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

in the presence of:- )

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNED for and on behalf of ) **[p.address\_city]  
SUBDIVISION** **LIMITED**

the Company by )

) Per:

in the presence of:- )

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