

CASH SALE

Lot No.

BOTANY HEIGHTS

AGREEMENT FOR SALE OF LAND

THIS AGREEMENT FOR SALE is made this day of 2013
WHEREBY the Vendor agrees to sell and the Purchaser agrees to purchase the parcel of
land herein described on the terms and conditions herein set out:-

1. **PARTIES**

VENDOR: **FRANTOM DEVELOPMENT COMPANY LIMITED** a
company duly incorporated under the laws of Jamaica with
registered offices at No. 19 Red Hills Road, Kingston 10 in
Parish of Saint Andrew, TRN No. 002 022 028

PURCHASER: The Party whose name, address, description and other
attendant information are set out at Item 1 of the **FIRST**
SCHEDULE hereto.

2. **DESCRIPTION OF LAND**

ALL THAT parcel of land being the Lot specified at Item 2 of the **FIRST**
SCHEDULE on the Subdivision Plan of **ALL THAT** parcel of land part
CREIGHTON HALL situate at **BOTANY BAY** in the **Parish of Saint Thomas**
(hereinafter referred to as "the said Subdivision Plan") displayed in the Offices of
the Vendor at **19 Red Hills Road, Kingston 10** in the Parish of Saint Andrew and
being of the shape and dimensions and butting as appears thereby (which lot is
herein referred to as "the said Lot") and which the Purchaser has seen and
perused as he hereby acknowledges, and being a part of the Vendor's lands
comprised in Certificate of Title entered at Volume **1013** Folio **263** of the Register
Book of Titles **TOGETHER WITH** one undivided one forty-second (1/42nd) share
and interest in the common areas being **Lots numbered 43, 44A, 44B and the**
roadways numbered Road No. 1 and Road No. 2 as shown on the said
Subdivision Plan ("the Common Property").

3. **PURCHASE PRICE**

The Purchase Price shall be payable either in United States Dollars or Jamaican
Dollars and shall be the sum stated in Item 3 of the First Schedule hereto, together
with such additional sums as may be payable pursuant to clauses 12 (b) and (c)
hereof. Any sum received in Jamaican currency shall be converted to United
States Dollars at the weighted average selling rate of United States Dollars
published by the Bank of Jamaica on the date of payment.

4. **HOW PAYABLE (PURCHASE PRICE AND OTHER AMOUNTS DUE HEREUNDER)**

The Purchaser hereby covenants with the Vendor to pay to the Vendor as follows:-

- (a) ON THE EXECUTION HEREOF the deposit and further payment set out at Items 4(A) and 4(B) of the FIRST SCHEDULE hereto together with:-
 - (i) the other amounts set out at Item 4 (C) of the First Schedule hereto; and
 - (ii) a refund of the costs incurred in respect of the items set out at Item 5 of the First Schedule hereto.
- (b) On completion, as hereinafter defined, the balance of purchase price set out in Item 6 of the FIRST SCHEDULE hereto together with a refund of the costs incurred by the Vendor in respect of the item set out at Item 7 of the FIRST SCHEDULE hereto, and any amounts due under Clauses 5 and 12 (b) and (c) herein.

5. **INTEREST**

In the event of non payment the Purchaser shall pay interest on the sum payable at the rate charged to the Vendor from time to time by the financial institution which is affording financing to the Vendor in respect of the Project from the date such payment was due until the date of payment in full. A letter from the Vendor's Attorney-at-Law as to the rate of interest charged to the Vendor shall be final, conclusive and binding on the parties hereto.

6. **COMPLETION**

- (a) Completion shall take place seven (7) days after the Vendor has served on the Purchaser a notice in writing (hereinafter called "the Notice of Completion")
 - (i) advising that the Vendor has secured a Certificate of Practical Completion signed by the Vendor's Architect or Quantity Surveyor ("the Architect or Quantity Surveyor") for the infrastructure works described in the plans and specifications for the development to be constructed on the Vendor's lands (hereinafter called "the Project") a set of which plans and specifications are deposited in the offices of the Vendor all of which the Purchaser acknowledges that he has seen, perused and confirmed. The issuing of such Certificate shall be conclusive evidence that the infrastructure works have been duly and satisfactorily completed in accordance with the plans and specifications.

- (ii) enclosing a statement of account setting out the balance purchase price and any additions thereto, interest due (if any), costs and any other balance due and payable by the Purchaser.
- (b) Upon payment of all sums due by the Purchaser the Vendor shall deliver to the Purchaser:
- (i) the duplicate Certificate of Title for the said Lot;
 - (ii) a transfer of the said Lot to the Purchaser or his Nominee duly executed by the Vendor and noted with the payment of Stamp Duty and Transfer Tax;
 - (iii) a cheque payable to the Registrar of Titles for the registration fees incident to the registration of the Transfer and any discharge of mortgage;
 - (iv) a surveyor's identification report in respect of the said Lot;
 - (v) evidence of the up-to-date payment of property taxes and water rates payable in respect of the Vendor's lands;
 - (vi) The Certificate of Practical Completion mentioned in Clause 6 (a)(i);
- (c) If on the date set for payment of the balance of the purchase price the Vendor is unable to provide a registered title for the said Lot for reasons beyond the Vendor's control as certified by the Vendor's Attorney-at-Law, this Agreement shall be deemed to have been completed when the entire purchase price and all other sums payable by the Purchaser under this Agreement shall have been paid and vacant possession of the said Lot has been given to the Purchaser. A letter from the Vendor's Attorney-at-Law certifying that there have been delays beyond the Vendor's control in the issuing of such title shall be conclusive evidence of the facts stated therein.

7. **POSSESSION**

- (a) The Purchaser shall be deemed to have taken possession of the said Lot seven (7) days after the Purchaser shall have been deemed to have received the Notice of Completion in accordance with the provisions of Clause 6.
- (b) Notwithstanding that the Purchaser shall have been deemed to have taken possession of the said Lot, the Purchaser shall not be entitled to enter and take physical possession of same unless and until the Purchaser shall have paid the entire purchase price and all other sums payable by the Purchaser hereunder.

8. **TITLE**

Registered, under the Registration of Titles Act.

9. **CARRIAGE OF SALE**

MYERS FLETCHER & GORDON, Attorneys-at-Law, 21 East Street, Kingston.
ATTENTION: MRS. NATALIE FARRELL-ROSS

10. **PURCHASER'S COVENANT**

The Purchaser hereby covenants with the Vendor and undertakes as follows:-

- (a) To pay to the Vendor's Attorneys-at-Law the purchase price and other costs set out in the First Schedule at the times and in the manner set out in Clause 4.
- (b) In addition to the purchase price the Purchaser shall pay to the Vendor on demand all interest that shall have accrued on purchase moneys which pursuant to the Real Estate (Dealers and Developers) Act are placed in an escrow account and the Purchaser shall not be entitled to set off same against moneys payable hereunder.
- (c) To obtain and deliver to the Vendor's Attorney-at-Law within sixty (60) days from the date of this agreement a guarantee or undertaking from a financial institution or firm of Attorneys-at-Law acceptable to the Vendor (both as to form and financial institution or firm), guaranteeing or undertaking to pay on the due date the balance of the purchase price, costs of transfer and all other costs payable by the Purchaser hereunder. In the event that the Purchaser fails to obtain and deliver same to the Vendor within the stipulated time period above either party shall be entitled by notice in writing to cancel this Agreement within fourteen (14) days thereafter but failing such cancellation this Agreement shall remain binding on the parties hereto.
- (d) In the event of there being any increase in or addition to the Stamp Duty or Registration Fee the Purchaser shall pay one-half of such increase or addition to the Vendor's Attorneys-at-Law within seven (7) days of being notified of such increase or addition. The Purchaser acknowledges that in the event of cancellation of this agreement the Attorneys Fee payable in respect of the preparation of this agreement shall not be refundable.
- (e) In the event of there being from any cause whatsoever any increase in a addition to the costs set out in Item 5 of the FIRST SCHEDULE hereto the Purchaser shall on completion pay such increase or addition.
- (f) To take title to the said Lot subject to the following:

- (i) 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 and easements contained in the SECOND SCHEDULE hereto together with any other terms, conditions, covenants, easements, licences, restrictions and encumbrances in this Agreement or otherwise imposed by the Vendor.
 - (ii) The said Lot shall be subject to the restrictions terms and conditions relevant to the said Lot imposed or to be imposed by the St. Thomas Parish Council and/or other relevant government authority and as may be set out in the St. Thomas Parish Council's approval and/or the approval of such other government authority of the subdivision of the land delineated on the said Subdivision Plan.
- (g) Not to make an objection or raise any requisition if it should be found that any boundary of the Vendor's lands or the said Lot is not fenced or that any boundary fence or wall shall not be upon or within such boundary.
 - (h) Not to make any objections, requisition or claim for compensation by reason of:
 - (i) Any minor variations as regards the said Lot between the plans as produced to the Purchaser and the deposited plan as registered with the Registrar of Titles;
 - (ii) Any minor alteration in the size or location of any lot in the Project;
 - (iii) Any minor variation or alteration in the aforesaid plans and specifications.
 - (i) Not to enter upon any of the lands of the Project or the said Lot, without first having obtained the consent in writing of the Vendor or prior to possession being granted by the Vendor in pursuance hereof.
 - (j) Not to assign this Agreement or any rights hereunder.

11. **VENDOR'S COVENANTS**

Provided that the Purchaser shall have fully and faithfully performed and fulfilled all his obligations under this agreement, the Vendor covenants with the Purchaser and undertakes as follows:-

- (a) To complete construction of the infrastructure works of the Project on or before the _____ day of _____, 20____
PROVIDED HOWEVER that the time within which to complete the said works shall be reasonably and fairly extended in the event of delay by reason of:-

- (i) fire, lightning, explosion, flood, windstorm, earthquake, riots, civil commotion, malicious damage, aircraft damage, Act of God or the Queen's enemies, or
- (ii) inclement weather, or
- (iii) civil commotion, local combination of workmen, strike or lockout affecting any of the trades employed upon the Project or any of the goods or materials required for the Project, or
- (iv) a lockout or go slow by workmen which results in a reasonable apprehension that injury or damage is likely to be caused to the person or property of persons employed by the Vendor whether in a managerial capacity or not, or
- (v) a national or regional building industry dispute approved by the Incorporated Master Builders Association, or
- (vi) any act or default of nominated suppliers which the Vendor has taken all practical steps to avoid or prevent when such act or default occurs for reasons beyond their control, or
- (vii) any act or default of artists, tradesmen or others engaged by the Purchaser in executing work not forming a part of this Agreement, or
- (viii) the failure of the relevant authorities to provide the said land and/or the Project with a proper supply of water and electricity and a proper sewage disposal system and to take over such plant machinery wirings cables and other equipment or buildings which such authority may be responsible for taking over, on completion of the Works or of the dwelling houses or a part thereof in the Project, or
- (ix) the Vendor's inability for reasons beyond its control and which it could not reasonably have foreseen at the date of this Agreement to secure such labour as is necessary for the proper carrying out of the construction of the Project, or
- (x) the Vendor's inability for reasons beyond its control and which it could not reasonably have foreseen at the date of this Agreement to secure such goods and/or materials as are essential to the proper carrying out of the construction of the Project, or
- (xi) any town planning or building licensing or building regulations refusal or restrictions or any extension variation or alteration made to the Project, or

- (xii) any act cause matter or thing (whether similar to any of the foregoing or not) beyond the reasonable control of the Vendor.

The Certificate of the Quantity Surveyor or Architect extending the time within which to complete construction of the Works in accordance with the provisions above and stating that such delay was due to any of the reasons abovementioned shall be final and binding on the parties hereto and shall be conclusive evidence in any proceedings arising out of this Agreement that the delays were so due and for the period so certified.

- (b) on completion to provide the Purchaser with a duplicate Certificate of title for the said Lot and a Transfer of Land in registrable form issued in the name of the Purchaser, or his nominee describing the said Lot by reference to the Lot number thereof on the Subdivision Plan to be lodged in the Office of Titles but the Vendor shall not be responsible for any unavoidable delays in the issue of such Title. For the purposes of this Agreement a certificate from the Vendor's Attorneys that there have been unavoidable delays in the issue of title to the said Lot and stating the reason for same shall be conclusive evidence of the fact stated therein.
- (c) That the Vendor is registered as a Developer under the Real Estate (Dealers & Developers) Act.

12. **MUTUAL AGREEMENTS**

It is hereby mutually agreed by and between the parties as follows:

- (a) If the Taxpayer Audit and Assessment Department shall assess the Transfer Tax payable on this agreement on the basis of a consideration of more than the purchase price set out herein the Vendor shall notify the Purchaser of the amount of the assessment within seven (7) days of receiving such assessment and the Purchaser shall, within five (5) days of receipt of such notification, pay to the Vendor as purchase money such amount which after payment of transfer tax, stamp duty and registration fee on such assessed value yields to the Vendor the same balance of purchase money as the Vendor would have received had transfer tax, stamp duty and registration fee been calculated on a consideration of the purchase price set out herein and paid in accordance with the terms of this agreement. Should the Purchaser fail to pay to the Vendor's Attorneys-at-Law the aforesaid amount within the said five (5) days the Vendor shall be entitled to choose not to pay the increase in the Transfer Tax and either party shall be entitled to treat this agreement as rescinded and to serve the other party with a notice of rescission, in which event all moneys paid by the Purchaser under this agreement shall be refunded to the Purchaser without interest and free

from deductions, save and except for the Attorneys-at-Law's fees and General Consumption Tax thereon for the preparation of this agreement.

- (b) In arriving at the purchase price (in this clause referred to as the "original purchase price") the Vendor has had regard to the fact that the said Lot forms part of the Project and has made the following assumptions:-
- (i) there will be no variations in the plans and specifications or works for the Project, and
 - (ii) there will be no change in wages and labour rates effective as at the _____ day of _____, 20____ approved by the Joint Industrial Council for the Building and Construction Industry, and
 - (iii) there will be no changes in the prices/rates applicable to plant, machinery or equipment and spare parts thereto, rates of hireage of equipment, financing costs and charges including the cost to the Vendor of borrowing money (which cost includes bank interest), electricity rates, water rates, telephone rates, raw, consumable and other materials used in connection with or on the Project above the market prices and rates prevailing on the _____ day of _____, 20____ and in this clause referred to as "the base rates", and
 - (iv) the incidence of any duty, levy, tax or other statutory impost (including General Consumption Tax) will not result in the Vendor being liable to pay any increased cost in respect of goods and services required for the Project after the _____ day of _____, 20____ and
 - (v) there will be no devaluation or fluctuation or change in the value of the Jamaican Dollar as against the United States Dollar after the _____ day of _____, 20____;
 - (vi) there will be no increase in the Vendor's on-site and/or off-site overheads in respect of the Project after the _____ day of _____, 20____.
- (c) In the event of any increases in the cost of construction of the Project owing to:
- (i) variations in the plans and specifications and work approved by the Quantity Surveyor after the _____ day of

- _____, 20_____ which result in extra work or materials; and/or
- (ii) variations in the rates referred to in Clause 12(b)(ii) after the _____ day of _____, 20_____; and/or
 - (iii) increases in the costs, rates and/or charges in respect of materials and/or other things referred to in Clause 12(b)(ii) after the _____ day of _____, 20_____; and/or
 - (iv) the imposition after the _____ day of _____, 20_____ of any duty, levy, tax or other statutory impost (including General Consumption Tax); and/or
 - (v) a devaluation or fluctuation or change in the value of the Jamaican Dollar against the United States currency after the _____ day of _____, 20_____; and/or
 - (vi) variations in the Vendor's cost of overheads identified in Clause 12(b)(vi) hereof after the _____ day of _____, 20_____; and/or
 - (vii) delays for any of the reasons set out in Clause 11(a); and/or
 - (viii) delays in the completion of this sale due to the Vendor's inability for reasons beyond its control and which it could not reasonably have foreseen at the date of this agreement to secure such labour as is necessary for the proper carrying out of the construction of the infrastructure works for the Project.

the original purchase price shall be adjusted on Completion of the construction of the infrastructure work to cover the increased cost to the Vendor as a result of the occurrences described in this sub-clause (or any one of them) and such adjustment shall form an addition to the original purchase price and shall be payable by the Purchaser. A certificate issued by the Architect as to the amount of the increase in the original purchase price shall be final, conclusive and binding on the parties to this Agreement.

- (d) For all the purposes of this Agreement time shall be of the Essence of the Contract in respect of the obligations of the Purchaser hereunder, and on the failure of the Purchaser on the due date to pay any sum or sums payable hereunder, the Vendor reserves the right to cancel this Agreement by notice in writing to the Purchaser and to forfeit the deposit paid without further notice to the Purchaser. Thereafter, the Vendor shall be entitled to resell the said Lot and shall not be liable to account to the Purchaser for any

part of the proceeds of such resale. PROVIDED HOWEVER that the Vendor shall be entitled at its option to allow the Purchaser time to satisfy his various obligations under this Agreement and this shall not be deemed to be a waiver by the Vendor of its rights under this sub-clause AND PROVIDED FURTHER that in the event of non-payment the Vendor shall be entitled to charge interest on any sum or sums unpaid at the rate mentioned in clause 5 hereof computed from the date or several dates on which such sum or sums shall become payable to the date or several dates of payment thereof.

- (e) Notwithstanding the terms of the opening paragraph appearing in the Second Schedule hereto, the Vendor or its successors in the Title shall not be deemed to have undertaken to enter into any covenants or to have undertaken to create any easements or licence or to permit any easements or licence to be created in respect of the remaining lots comprised in the said Subdivision Plan or any of them similar to the covenants licence and easements set out in the Second Schedule hereto and shall not be required to impose similar or any covenants or to create or to permit to be created similar or any easements or licence, on any sale or other disposition of the said lots or any of them or on any other lands of the Vendor.
- (f) For the avoidance of doubt, Notice is hereby expressly given to the Purchaser that the land comprised in the Description of Land herein is described by reference to a Subdivision Plan deposited at the Office of the Vendor which is provisional and that the position, shape and dimensions thereof may be subject to necessary variation when the final plan of the said subdivision is completed and deposited in the Office of Titles. In the event of any such variation in position, shape and/or dimensions, same shall not invalidate this Agreement and the Vendor shall not be liable to pay any compensation or damages whatever in respect hereof.
- (g) Any notice required by this Agreement or by Law to be given or served upon either of the parties hereto shall be in writing and shall be deemed to be sufficiently given and effectually served upon the Purchaser if addressed to him at his address hereinbefore contained and posted in any Post Office in Jamaica and upon the Vendor if addressed to the Vendor at the address stated above, or such other address as the Vendor shall stipulate, and posted in any Post Office. A notice shall be deemed to be served seven (7) days after the time of posting (except where the address for service of either party or both parties is outside Jamaica fourteen (14) days shall be substituted for the said period of seven (7) days). This method is not exclusive and shall be in addition to any other available procedure.

- (h) In the construction of this Agreement, the word "Purchaser" shall, where the context so admits, be deemed to include his or her or its personal representatives, successors, nominees, and the words "he", "him" or "his" indicating the masculine gender and singular number shall, where the context so admits, be deemed to refer to and include the feminine and neuter genders and the plural number. Where there is more than one Purchaser all the covenants and obligations of the Purchaser shall be joint and several.
- (i) The Purchaser shall be given a true copy of this Agreement of which he acknowledges receipt by his execution hereof.
- (j) The Vendor shall not at any time be liable for any part of the cost of any fence dividing the said Lot from other lands in his or its occupation or ownership.
- (k) Notwithstanding any provision in any law contained, it shall be the duty of the Vendor's Attorney to effect registration of the Purchaser's title for the said Lot under the Registration of Titles Act whenever called upon so to do by the Vendor and this notwithstanding the representation of the Purchaser by another Attorney.
- (l) No neglect, omission or forbearance on the part of the Vendor howsoever long continued, to take advantage of or enforce any right or remedy arising out of any breach or nonobservance or non-performance of any covenants, conditions, terms or obligations herein contained or implied shall operate as a general waiver of such covenant, condition, term or obligation or the right to take advantage of same either original or recurring. Nor shall any time or facility allowed by the Vendor to the Purchaser for payment of any monies payable by the Purchaser under this Agreement be deemed to be a waiver of any of the terms and conditions herein contained.
- (m) The Vendor's Attorneys-at-law shall be entitled to stamp this Agreement with stamp duty and transfer tax from the deposit and further payment payable hereunder and if for any reason the deposit has to be returned to the Purchaser, 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.
- (n) The Vendor shall be responsible for the payment of water rates, taxes, and any other outgoings in respect of the said Lot until the date the Purchaser takes possession or is deemed to take possession hereunder (whichever is the earlier) and from and after such date unless and until separate

assessments of the said outgoings are made in respect of the said Lot by the relevant authorities the Purchaser shall be liable for that proportion of any such outgoings assessed against the development as a whole which the purchase price of the said Lot bears to the total of the purchase price of all the Lots of the subdivision.

13. **PURCHASER'S ACKNOWLEDGMENT**

The Purchaser acknowledges that it is in the Purchaser's interest and the interest of the other owners of the Common Property to maintain the Common Property at a standard and in a manner which will promote and preserve the welfare of the residents of BOTANY HEIGHTS and the value of the said Lot and to this end the Purchaser shall enter into an Owners Agreement upon the terms set out in the form attached hereto and marked "Appendix A" for identity and shall contribute to the costs of the control, management and administration of the Common Property.

14. The Purchaser hereby acknowledges that Myers, Fletcher & Gordon has informed him that:-

- (a) They do no act for him in this matter;
- (b) They act on behalf of the Vendor and as such their duty is to protect the interest of the Vendor and not his, even where doing so may be to his detriment;
- (c) In order to ensure that his interests are protected he should consider employing a lawyer to act on his behalf.

FIRST SCHEDULE

ITEM 1.

PURCHASER:

Name:

Address:

Occupation:

Telephone No. Business:

TRN:

PURCHASER:

Name:

Address:

Occupation:

Telephone No. Business:

TRN:

TITLE TO BE ISSUED IN THE FOLLOWING NAME

NAME:

ADDRESS:

TENANCY:

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.

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 the death of one party his share would go as provided by his Will or as on an Intestacy.

ITEM 2.

LOT NO.:

ITEM 3. PURCHASE PRICE: _____
 UNITED STATES DOLLARS
 (US\$ _____) which for the
 purpose of Stamp Duty and Transfer Tax only
 amounts to J\$ _____.

ITEM 4. (A) THE DEPOSIT (10%): US\$ _____ payable on the
 execution hereof

(B) FURTHER PAYMENT (10%): US\$ _____ also payable on
 the execution hereof

(C) (i) Purchaser's Share Stamp Duty: US\$ _____

(ii) Purchaser's Half Registration Fee US\$ _____

(iii) Purchaser's Share Attorneys fee on Agreement for Sale US\$ _____

GCT thereon US\$ _____

(iv) Purchaser's Share Contribution to charges advanced by Vendor in connection with obtaining individual lot title US\$ _____

ITEM 5. (i) Refund of amount paid to NWC For Water Connection JA\$ _____

(ii) Refund of amount paid for JPS Installation of Project JA\$ _____

ITEM 6. BALANCE OF PURCHASE PRICE US\$ _____

ITEM 7. COMMISSIONED LAND SURVEYOR'S IDENTIFICATION REPORT FEE US\$ _____

GCT thereon US\$ _____

SECOND SCHEDULE

In addition to the restrictive covenants endorsed on the Vendor's Certificate of Title at Volume 1013 Folio 263 of the Register Book of Titles the said Lot is sold subject to the undermentioned restrictive covenants which shall run with the said Lot and shall bind as well the Purchaser, his heirs, personal representatives, successors and transferees as the registered proprietor for the time being of the said Lot or any portion thereof, his heirs, personal representatives, successors and transferees and shall enure to the benefit of and be enforceable by the registered proprietor for the time being of the lands or any portion thereof comprised in the said Subdivision 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 Parish Councils' Building (Saint Thomas) By-Laws, 1949.
2. No building other than one private dwelling house with appropriate outbuildings thereto shall be erected on the said Lot.
3. 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 on the said Lot.
4. The registered proprietor of the said Lot shall not at any time permit or suffer any garbage to remain or be burnt on the said Lot other than in accordance with the requirements of the Public Health Authority.
5. Not to do or permit or suffer to be done anything in or upon the said Lot or any part thereof or any structure thereon which may be or become a nuisance or annoyance or cause damage to the registered proprietors or occupants of the other lots in the Subdivision.
6. The said Lot shall at all times be kept clean and free from undergrowth to the satisfaction of the Medical Officer (Health).
7. No new building or any permanent structure shall be erected less than 12m and 6.1m from the property boundary along the main and parochial or proposed roads respectively.
8. No fence, hedge or other construction of any kind, tree or plant of a height of more than 1.37 metres above the lot boundary ground level shall be permitted within 5.48 metres of any road intersection or along any roadway or any adjoining boundary without the prior approval of the Local Planning Authority (Saint Thomas Parish Council).
9. Gates and doors in or upon any fence or opening on to any road and drain easement shall not open outwards.

10. No waste (sullage water or effluent) disposal shall be permitted to be discharged from the said Lot into any storm water drain, or onto any road, or onto any part of adjoining lands.
11. The Road Authority/Local Planning Authority shall not under any circumstance be liable to the owner or occupier of the said Lot, for any damage occasioned by storm water flowing off any roadways.
12. There shall be no further subdivision of the said Lot.
13. There shall be no further subdivision of Lot 42 save and except as approved by the St. Thomas Parish Council.
14. No sign or hoarding or other advertisement shall be erected on the said Lot except as specifically permitted by the Local Authority.
15. No livestock or poultry shall be kept on the said Lot or any part thereof and the said Lot shall be kept free of weeds or any unsightly growth or object.
16. No laundry or clothes shall be exposed on the said Lot in such a manner as to be visible from the road or any adjacent land.
17. No garbage shall be deposited on the streets or sidewalks of the Subdivision other than in appropriately designed and constructed garbage collection receptacles.
18. Such covenants and/or easements in such form as the Vendor's Attorney may deem necessary or desirable to ensure: -
 - (i) That wires for the purpose of providing electricity, cable and telephone services may pass in, over, under and upon the said Lot.
 - (ii) That poles to carry electric and telephone and cable wires and other equipment may be erected on or near the boundaries of the said Lot.
 - (iii) That pipes drains and other conduits for the purpose of carrying water gas and/or storm water and pipes and/or drains for the purpose of removing effluent may pass in under and upon the said Lot.
 - (iv) That the National Water Commission the Jamaica Public Service Company Limited and the Cable and Wireless Jamaica Limited, 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 and other equipment and maintaining, repairing and renewing the same, and for the purpose of procuring the efficient continuation of the said services.

SIGNED for and on behalf of the **Vendor** by)
Director) _____
duly authorized in that behalf)
in the presence of:)

SIGNED by the **Purchaser**)
in the presence of:) _____

SIGNED by the **Purchaser**)
in the presence of:) _____
