



(c) Words importing the singular shall be deemed to include the plural and vice versa and the masculine gender includes the feminine and neuter gender.

2. For the benefit of the Buyer, the obligations which must continue and do not merge upon transfer of title and ownership are as follows:

(a) TMSL shall maintain in an orderly condition all areas designated as public open spaces in the registered survey plan containing the Lot and the other registered survey plans relating to Taveuni Estates;

(b) TMSL shall install a water supply system brought to a boundary of the Lot for the supply of water sufficient for normal domestic purposes;

(c) TMSL shall provide for the Lot a domestic rubbish collection for the disposal of household refuse; and

(d) TMSL shall have the right to clear undergrowth and cut grass on the Lot as long as the same shall remain unoccupied but shall not be entitled to cut down any live trees thereon.

3. For the benefit of TMSL, the obligations which must continue and do not merge upon transfer of title and ownership are as follows:

(a) The Buyer and his successors in title must pay to TMSL annually in advance a sum of **F\$ XXXXXXX (XXXXXXXXXXXXXXXXXXXXX Fiji Dollars and XXXXXXXXXXX Cents)** VAT inclusive as a service charge for the Lot as at 1 January 20XX for the Services referred to in clauses 2(a), (b) and (c) ("the Services") as from the date that possession of the Lot is taken by the Buyer; **PROVIDED THAT**, TMSL is entitled by written notice to the Buyer (unless notice has already been given to the Owner) given not later than the 30th September in any year, to vary the rate of the service charge applicable as from 1 January of the next succeeding year, but such charge shall not be increased by more than the percentage increase in the cost of living standard in Fiji as shown by the Consumer Price Indices issued by the Fiji Government for the 12 months ending 30th June of the year in which the said notice is given. In the event of the said Government ceasing to issue such an index, reference shall be made to such other index as TMSL shall consider suitable for the purposes of this paragraph;

(b) TMSL may in its sole discretion assign its right in respect of the service charges payable by the Buyer under this clause to such Government or statutory body, local body or corporation as it deems fit provided that such government or statutory body, local body or corporation undertakes to perform and fulfill the obligations of the Service Provider ("the Service Provider") and the Buyer and his successors in title must pay the aforesaid service charges to such Government or statutory body, local body or corporation from the date of the assignment as notified in writing by the Service Provider;

(c) In the event that any service charges are outstanding and unpaid without just cause for any period in excess of twelve (12) months then such arrears shall bear interest at ten per centum (10%) per annum from the due date for payment and without prejudice to TMSL's other remedies and in consideration of TMSL

forbearing to sue the Buyer forthwith for such arrears the Buyer must execute in favour of TMSL a charge over the Lot in a form acceptable to the Registrar of Titles for registration, to secure payment of the said arrears upon demand together with interest as aforesaid calculated from the date on which the payment was due until the actual date of payment and pursuant to this clause TMSL may caveat the Title to the Lot. The Buyer has no right of challenge in the event that TMSL decides to exercise its rights under this clause and gives Power of Attorney to TMSL to execute that charge and any other document necessary for registration in this regard;

(d) The Buyer declares and agrees that the obligations on his part contained in paragraph (a) of this clause 3 shall not merge on the transfer of title to him but shall continue in full force and effect and remain binding on the Buyer, his successors and assigns and that in the event of the Lot being resold the Buyer if he shall be reselling and every person deriving title under the Buyer to the Lot upon reselling shall obtain from the succeeding purchaser on or before settlement a Deed of Covenant in the same substance and form to this Deed, signed by the succeeding purchaser, to carry out the Buyer's obligations under the said paragraph (a) of this clause 3 in all respects as if the succeeding purchaser had personally entered into this Deed;

(e) The cost of the preparation of and the stamp duty payable on this Deed shall be borne by the Buyer; and

(f) This Deed shall be executed in duplicate by the Buyer on or before the date of settlement of the purchase of the said Lot and both such executed duplicate copies of this Deed shall be forwarded on the said date of settlement to TMSL for execution by TMSL and for stamping, the stamp duties being payable by the Buyer. On the said date of settlement the Buyer shall provide his full contact details to TMSL. Within thirty (30) days following receipt of said executed duplicate copies of this Deed, TMSL shall return to the Buyer one stamped copy of this Deed executed by TMSL.

**This portion is intentionally left blank**

**IN WITNESS WHEREOF** these presents have been executed the day and year first hereinbefore written.

**SCHEDULE**

All that freehold land being comprised and described in:

**Certificate of Title No XXXXX being Lot XXX on deposited plan No. XXXX being that piece of land known as "XXXXXXX" in the District of Cakaudrove in the Island of Taveuni and also known as Unit XX Lot XXX on the Taveuni Estates Masterplan subject to XXXXXXXXXXXXXXXXXXXXXXX.**

**EXECUTION**

**THE COMMON SEAL of TAVEUNI MANAGEMENT ]**  
**SERVICES LIMITED** was hereunto affixed in the ]  
presence of the undersigned who certify that they ]  
are the proper officers to attest to the affixing of the ]  
said seal to execute this Deed. ]

.....  
(Alternate) DIRECTOR SECRETARY

**SIGNED, SEALED AND DELIVERED** by the said ]  
**XXXXXXXXXXXXXXXXXX** in the presence of: ] \_\_\_\_\_

\_\_\_\_\_

**Witness**

Name:

Address: