



Gomier Holdings Ltd.

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CERTIFICATE OF DEPOSIT/AGREEMENT TO PURCHASE AND SELL

This agreement dated the _____ **day of** _____ **201**

This agreement represents a contract for a deposit made on a property to be purchased and the conditions agreed to between the Purchaser(s) and the Vendor.

This agreement is between

(1)

or their nominee

(hereinafter referred to as **The Purchaser(s)**) and

(2) **Gomier Holdings Limited** of Laborie, St Lucia (hereinafter referred to as **The Vendor**)

This transaction is subject to the following terms and conditions:

- A deposit of _____ **Eastern Caribbean Dollars (E.C\$)** _____) which represents the minimum 10% deposit to be held in **The Vendor's** escrow Bank Account receipt whereof the Vendor hereby acknowledges. The deposit shall be applied to the purchase price upon execution of the deed of sale.
2. The total purchase price is the amount of _____ **Eastern Caribbean Currency (E.C\$)** _____).
3. The property to be purchased is recorded in the Land Registry as Block & Parcel number(s) _____ and Lot Number(s) _____ as depicted in the Gomier Heights Residential Development plan # 1391/03 and as shown in survey plan record # _____ and drawing no. _____. Lot # _____ measures _____ (hereinafter referred to as **The Property**)
4. Before final purchase **The Purchaser(s)** and **The Vendors** are to jointly agree to the terms of the attached covenant as set out by Gomier Holdings Limited at the time of signing of the said Agreement to Purchase and Sell.
5. In the case of a non-alien/national
 - a. this transaction or sale shall be concluded and the balance of the purchase price in the amount of _____

Eastern Caribbean Currency (E.C) shall be paid to **The Vendor** within ninety (90) days of the date of this agreement.

- b. Cancellation or failure by **The Vendor** to proceed with the sale shall entitle **The Purchaser(s)** to a full refund of their deposit plus a payment in the amount of the deposit amount.
- c. Cancellation or failure by **The Purchaser(s)** to close the said transaction within the stipulated ninety (90) day period shall result in the forfeiture of the deposit held and cancellation by **The Vendor** of the sale of **The Property** to **The Purchaser(s)**. Any extension of the ninety (90) day period shall not to be unreasonably withheld by both **The Vendor** and **The Purchaser(s)**.

6. In the case of an Alien should an Aliens Landholding License be required:-

- a. **The Purchaser(s)** shall apply for the Aliens Landholding License within six (6) weeks of the date of this agreement either in their own name or that of a nominee company. Any extension to the six (6) week period shall only be allowed by **The Vendor** on proof that **The Purchaser(s)** has acted diligently and without delay.
- b. If **The Purchaser(s)** fails to apply for the necessary license as aforesaid **The Vendor** shall be entitled to rescind this agreement and to keep the deposit paid by the Purchaser.
- c. If the Aliens Land Holding License is not granted to **The Purchaser(s)** within three (3) months from the date of the application then **The Vendor** and **The Purchaser(s)** shall extend the time for a further period of two (2) months. Any further extension of time shall not be unreasonably withheld by **The Vendor**. If at the end of the further period no license is forthcoming or if the license is not granted **The Vendor** may decide whether they wish to continue with the sale or immediately withdraw from the sale. If **The Vendor** elects to withdraw from the sale in that case the deposit will be refunded in full to **The Purchaser(s)**.
- d. If the said Aliens Land Holding License is granted within three (3) months or within any further extended period as aforesaid then **The Purchaser(s)** shall within thirty (30) days from the date upon which the Aliens Land Holding License is issued pay the balance of the purchase price to **The Vendor** and **The Vendor** shall execute a Deed of Sale to **The Purchaser(s)** or his nominee conveying **The Property** to **The Purchaser(s)** or his nominee free of all encumbrances and with immediate possession.
- e. Cancellation or failure by **The Vendor** to proceed with the sale shall entitle **The Purchasers** to a full refund of their deposit plus a payment in the amount of the deposit amount.
- f. Cancellation or failure by **The Purchaser(s)** to close the said transaction shall result in the forfeiture of the deposit held and cancellation by **The Vendor** of the sale of **The Property** to **The Purchaser(s)**.

7. **The Vendor** warrants and represents that, without which **The Purchaser(s)** would not have entered into this contract:

- i. **The Vendor** has and will have or provide to **The Purchaser(s)**, as the case may be, at closing, good, valid and marketable title to **The Property** free and clear of all privileges, liens, charges, pledges, security interest, rights of third parties, encroachments, hypothec, mortgages, reserves and encumbrances including (if applicable) any rights of way traversing **The property** and other title defects of any sort whatsoever.
 - ii. All taxes have been fully paid to the appropriate tax authorities and that there are no outstanding charges of any kind against the property.
 - iii. There are no contraventions or notices of contravention of any statute, by-law, ordinance, rule or regulation of any authority having jurisdiction over the property.
 - iv. **The Vendor** is the registered legal beneficial owner of **The Property** and, if applicable, has full power and authority to effect the valid sale of **The property** to **The Purchaser(s)** in accordance with the terms herein described.
 - iv. **The Vendor** is not aware of any expropriation or appropriation procedures, actual or threatened against the property.
8. Should **The Vendor** fail to fulfill any of its obligations herein or if the representations and warranties made herein by the vendor not be true
 - i. **The Purchaser(s)** may choose to cancel this agreement by notice of such to **The Vendor** without any further formality or it may choose to proceed with the closing but in either event, **The Purchaser(s)** shall be entitled to exercise all its other rights and recourses available under the law.
 - ii. If **The Purchaser(s)** chooses to cancel this agreement as aforesaid then the full deposit shall be refunded to **The Purchaser(s)** within two (2) weeks of receiving the notice of cancellation.
9. **The Vendor's** Tax payable on the conveyance of **The property** shall be borne by **The Vendor** but all other charges and duties in connection therewith including legal charges for this agreement and the Deed of Sale shall be borne by **The Purchaser(s)**.
10. This agreement may be executed in several counterparts including, scanned or facsimile copies, which shall be deemed an original.

We the undersigned agree to the terms and conditions of the above agreement.

(Purchaser) **Date**

(Purchaser) **Date**

(Director, Gomier Holdings Ltd.) **Date**

(Director, Gomier Holdings Ltd.) **Date**