

Ref. No. ....

**LANDS AND SURVEYS DEPARTMENT**

Saint Vincent and The Grenadines

West Indies

Tel No.: 784-456-1210

Fax.: 784-457-1688

E-Mail: [landandsurveys@gov.vc](mailto:landandsurveys@gov.vc)

Richmond Hill,

Kingstown,

St. Vincent and the Grenadines

Date: December 3, 2010

Ariane Limited  
Union Island  
St. Vincent

Dear Ariane Limited,

I am pleased to inform you that Cabinet on Wednesday 24<sup>th</sup> November, 2010, advised approval for the sale of one (1) parcel of land at **Union Island**. The land measuring **Forty-four thousand, one hundred and fourteen square feet (44,114 sq ft)** is shown as on **GR 795**, to be sold to you at **Five dollars per square foot (\$5.00 sq ft)** with five percent (5%) purchase tax.

The total cost of the land is therefore **\$231,598.50** and is calculated as follows:

44,114 sq ft x \$5.00	= \$ 220,570.00
5% purchase tax	= \$ 11,028.50
Total cost	= \$ <u>231,598.50</u>

In addition the following terms and conditions apply:

- 1) You will be required to enter into a Purchase Agreement with the Lands & Surveys Department.
- 1) The payment of consideration for the land may be:
  - a) Paid in full (one installment) within a period not exceeding twelve (12) months that is, by December 3, 2011; or
  - b) Paid by installments, provided that not less than one third of the full cost of purchase is paid within a period not exceeding twelve (12) months of the notification of sale, that is by December 3, 2011, and the remainder in four (4) equal annual installments at an interest rate of three (3) percent per annum.


- 3) The land shall be utilized principally for residential purposes.
- 4) The land may not be sold, leased or rented within ten (10) years unless a building, of reasonable value is erected thereon and the written permission of the Minister of Finance and Planning.
- 5) Payments shall be made at the Lands & Surveys Department, Ministry of Finance and Planning.
- 6) Failure to comply with any of the above conditions shall result in the immediate termination of the Purchase Agreement. In the event of a termination of agreement where:
  - a) The full cost of purchase is not paid, a full refund of the installments received will be made.
  - b) The full cost of purchase is paid adequate compensation will be paid for the land and any improvements thereto.

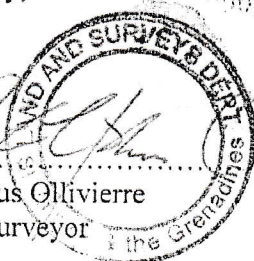
Payment conditions are as stipulated by Paragraph 4(3) of the Crown Lands (Sale) Reg. Cap. 238.

Please be advised that the Lands & Surveys Department will assist you with all relevant information and processes regarding the obtaining of your Title Deed. You are also asked to sign and return to this department the attached Purchase Agreement form.

Kindest regards.

Sincerely,

  
Adolphus Ollivierre  
Chief Surveyor



c.c: Accountant General  
Director of Audit

## SECOND SCHEDULE

### SAINT VINCENT AND THE GRENADINES AGREEMENT TO PURCHASE CROWN LAND

MEMORANDUM of AGREEMENT made the **THIRD** day of **DECEMBER, 2010**.  
BETWEEN the Governor-General of Saint Vincent and the Grenadines acting on behalf  
for and of the Government of Saint Vincent and the Grenadines by his agent.

The Chief Surveyor herinafter called the **VENDOR** of the **ONE PART** and **ARIANE LIMITED**  
of **Union Island** after called the **PURCHASER** of the **OTHER PART**.

1. The **VENDOR** agrees to sell and the **PURCHASER** agrees to purchase **ALL THAT** piece or parcel of Crown Land situate at (full description of land) **Union Island ON GR 795** and being (acreage of land) **Forty-four thousand, one hundred and fourteen square feet (44,114 sq ft)** or thereabouts in quantity at the price of **\$231,598.50** payable in installments and subject to the conditions hereinafter mentioned.

2. Immediately upon the signing of this Agreement the **PURCHASER** shall pay at the Surveys Department an installment of **\$77,199.50** which acknowledged as a first installment on account of the purchase money and shall pay the balance thereof in four equal yearly installments of **\$38,599.75** with interest as agreed by the Cabinet the first of such yearly installment to be paid on the \* **3<sup>th</sup>** day of **December** in the succeeding years.

\*One year from date of this Agreement, same day and month as last.

3. The **PURCHASER** upon signing this Agreement and paying at the Surveys Department the first installment of the purchase money shall be put into possession of the land hereby agreed to be sold as a mere licensee and the land shall remain the property of the crown until the obtaining of the Crown Grant after the payment of the sale price in full.

4. If the **PURCHASER** shall have failed to complete the payments in the four year period interest agreed upon by Cabinet will be charged on the outstanding balance in respect of the land.

5. The **PURCHASER** shall, within a period of one year of his being put into possession of any land which is capable of being used for agriculture, plant at lease one half of the acreage of land in products of a permanent character such as cocoa, coffee, spices or any other permanent crop as may be approved by the Minister, and the **PURCHASER** undertakes to do so.

6. The **PURCHASER** will not –

- a) so long as any part of the purchase money remains unpaid, sell, let, mortgage or assign his interest in the land without the consent in writing of Cabinet; or
- a) use the land so as to cause a nuisance to the public or other purchaser or lessee of adjacent Crown Lands.



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- a) so long as any part of the purchase money remains unpaid, self, iei, iulongage or assign his interest in the land without the consent in writing of Cabinet; or
  - a) use the land so as to cause a nuisance to the public or other purchaser or lessee of adjacent Crown Lands.

7. If the PURCHASER shall fail to pay any installment of the purchase money and if the same shall be in arrear and unpaid for thirty days after the same is due, whether the same has been legally demanded or not or if the PURCHASER shall fail to observe or commit a breach of any of the conditions of agreements on his part herein set out then all the right and interest of the PURCHASER under this Agreement may be forfeited and on the decision of Cabinet it shall be lawful for the Chief Surveyor, or any other person as the Minister may nominate, to enter upon and take possession of the land and to summarily

eject the PURCHASER or any other person who may hold for him therefore without any legal process and as effectually as the Registrar might do on a recovery in ejectment, and in case of such entry and any action being brought therefor the defendant may plead leave and licence and this provision shall be conclusive evidence of leave and licence by the Plaintiff for the entry, trespass or other matters complained of in such action, provided that before exercising the right of re-entry a notice shall be given to the PURCHASER about the default or violation and a reasonable period not exceeding six months shall be given to make good the default or rectify the violation and if he has failed to comply with the terms and conditions therein contained the right of entry may be exercised straightaway.

8. The VENDOR reserves to himself the right to all roads and paths existing upon the land agreed to be sold.

9. The VENDOR reserves to himself in fee simple out of the grant hereby agreed to be made all mines, veins, beds, deposits or accumulations of mineral oil already found, or which may hereafter be found, under the premises aforesaid with full liberty at all times for the VENDOR to enter and inspect the same for the purpose of searching for, getting and taking away the said mineral oil, subject to such compensation for injury done to or upon the surface, or to any building standing thereon, as may be determined by two arbitrators, of whom one shall be appointed on behalf of the VENDOR and the other by and on behalf of the PURCHASER or such other private party (if any) interested for the time being in the said premises, or in the event of disagreement between such arbitrators, such compensation as may be determined by any umpire, who shall be appointed in writing by such arbitrators before they enter on the matter so referred to them or on any matter upon which such arbitrators may differ and in such event the decision of the umpire thereon shall be final and binding.

IN WITNESS wherof the parties hereto have hereunto set their hands the day and year herein first written.

Signatures  
Of purchaser  
Chief Surveyor  
and witness