

AN AGREEMENT made this day of , 2025.

BETWEEN: **SEVEN INVESTMENTS SERVICES PTE LIMITED** a limited liability company having its registered office in Fiji (which together with its executors, administrators and assigns) is hereinafter referred to as (“**the Vendor**”) of the one part.

A N D **ASERI MASIVOU RADRODRO (TIN # 182483503)** and **ASERI MASIVOU (TIN # 134668402)** of Lot 39 Solomoni Street, Lami, Fiji (who together with their executors, administrators and assigns are hereinafter referred to as “**the Purchasers**”) of the other part.

WHEREAS the Vendor is the registered lessee of all that piece of property, on iTaukei Lease No. 19208 being **Nakurakura Subdivision Stage 1 Lot 22** and shown as **Lot 12 on S.O 338** in the **Tikina of Nadi**, in the **Province of Ba**, containing an area of 791m², (hereinafter referred to as “**the Property**”).

AND WHEREAS the Vendor is desirous of selling the said property and the Purchasers are desirous of purchasing the same free of all encumbrances and upon terms and conditions hereinafter set out.

WHEREBY IT IS AGREED between the Vendor and the Purchasers as follows:

1. **THE** Purchase Price of the said property is **\$550,000.00 FJD (FIVE HUNDRED AND FIFTY THOUSAND FIJIAN DOLLARS) + VAT (if applicable)** (the “**Purchase Price**”).
2. **THE Purchase Price** shall be paid to the Vendor on the **Date of Settlement**.
3. **PRIOR** to Settlement, which shall take place at the Titles’ office, Suva, the Purchasers shall obtain **Consent to Transfer** from iTaukei Land Trust Board and the Vendor shall provide the appropriate **Capital Gains Tax (CGT) exemption** certificate, a receipt of payment or a certificate confirming an **undertaking** to pay the same.

4. **THE** Vendor, on its part at settlement, shall provide the following to the Purchasers:
 - (i) The Duplicate Original iTaukei Lease No. 19208
 - (ii) A Certificate and/or receipts showing that all Land Rent, City Rates and Utility Charges has been settled in full as at the Date of Settlement.
 - (iii) A copy of the Engineers Certificate for the property.
5. **THE** Vendor shall hand over to the Purchasers, the Deed of Assignments of the Tenancy Agreements on the Date of Settlement.
6. **THE Date of Settlement** shall be within **thirty (30) working days** from the Purchaser obtaining iTLTB's **Consent to Transfer** and/or the Vendor acquiring the **Capital Gains Certificate** from FRCS, whichever is later, unless varied in writing, by the parties' mutual agreement.
7. **THE** Vendor further undertakes that vacant possession of the property shall be delivered to the Purchasers on the Date of Settlement.
8. **THE** Vendor warrants that it shall not create and/or encumber the said property from the date of execution of these presents till settlement date.
9. **THE** Purchasers acknowledge that they have caused the said property to be inspected and that the same is being purchased solely in reliance upon their own judgment and not due to any representation or warranty made by the Vendor or any agent of the Vendor.
10. **THE** said property is believed and shall be taken to be correctly described and no error or misdescription shall annul the sale or entitle either side to compensation and it is further agreed that the Vendor has pointed out the boundary pegs to the Purchasers.
11. **THE** Vendor warrants that it has not received nor has any notice of any requisition or outstanding requirements imposed by any Local or Governmental Authority of which it has not disclosed to the Purchasers.

12. **THE** Purchasers agree that, within **ten (10) working days** of the execution of this Agreement, they shall obtain a letter from their Bank confirming that the Purchase Price is fully funded by their Bank.

13. **IF** the Vendor shall make default in the performance or observance of any stipulation or agreement on the Vendor's part herein contained, and if such default shall continue for the space of **twenty-one (21) working days** after the due date, then in any such case, the Purchasers, without prejudice to any other remedies available to them, may at their option, exercise all or any of the following remedies namely: -

(a) Rescind this contract of sale and thereupon all monies heretofore paid or under the terms of sale applied in reduction of the purchase money shall be refunded to the Purchasers without deduction.

(b) May sue for Specific Performance of this Agreement.

(c) May sue for Special and General Damages.

14. **IF** the Purchasers shall make default in payment of any monies when due or in the performance or observance of any stipulation or agreement on the Purchasers' part, herein contained and if such default shall continue for the space of **twenty-one (21) working days** after the due date, then in any such event, without prejudice to any other remedies available, the Vendor:

(a) May enforce this present contract, in which case, the whole of the purchase monies then unpaid shall become due and at once payable; or

(b) May rescind this contract of sale and thereupon all monies theretofore paid or under the terms of sale applied in reduction of the purchase monies shall be forfeited to the Vendor as liquidated damages; or

(c) May re-enter upon and take possession of the said property without the necessity of giving any notice or making any formal demand; or

(d) May sue for Specific Performance of this Agreement.

15. **POSSESSION** of the said property shall be given to the Purchasers on the Date of Settlement.

16. **THAT** performance of this Agreement is subject to the Prior Consent of the iTaukei Land Trust Board and in the event such consent is not granted, then both the parties are absolved and discharged of their obligations under this Agreement, except as to costs in the preparation, advice and witness to the execution of these presents and such costs being payable to the common solicitors.

THE PROPERTY HEREINBEFORE MENTIONED

All the property, containing **two (2) x 2-bedroom flats** and **one (1) x 1-bedroom flat** and **their inbuilt fixtures**, including all that piece of land on **iTaukei Lease No. 19208** being **Nakurakura Subdivision Stage 1 Lot 22** as shown **Lot 12 on S.O. 338**, in the **Tikina of Nadi**, in the **Province of Ba**, containing an **area of 791m²**.

IN WITNESS WHEREOF the parties have set their hands on the day and year hereinbefore mentioned.

THE COMMON SEAL OF SEVEN INVESTMENTS SERVICES PTE LIMITED was hereunto affixed in our presence and we hereby certify that we are the proper officers by whom and in whose presence the said seal is to be affixed:

.....
Director

.....
Director

SWORN by the said **ASERI MASIVOU RADRODRO** and **ASERI MASIVOU** (as Purchasers) this day of , 2025 and I certify that the contents hereof were read over and explained to them in the English language and they appeared fully to understand the meaning and effect thereof in the presence of:

.....
ASERI MASIVOU RADRODRO
(TIN # 182483503)

.....
ASERI MASIVOU
(TIN # 134668402)

.....
COMMISSIONER FOR OATHS

2025

day of

2025

BETWEEN:

SEVEN INVESTMENTS

SERVICES PTE LIMITED

VENDOR

A N D:

ASERI MASIVOU RADRODRO

(TIN # 182483503)

&

ASERI MASIVOU

(TIN # 134668402)

PURCHASERS

SALE AND PURCHASE AGREEMENT

VAMA LAW

Barristers & Solicitors

**3 Verrier Road, Namadi Heights,
SUVA**

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