



**Appendix 24C**

**Note:** This Tender Document is not to be varied in any way except for the omission of the alternative not relevant in Condition 1, and the completion of the blank spaces as appropriate. It is to be prepared for each tendered lease.

**ITAUKEI LAND TRUST BOARD**

**TENDER DOCUMENT** Fee payable of \$ .....

Receipt No. ....Date: .....

**Re:** .....

**Name or Address of Land:** .....

**Terms and Conditions of Tender**

1. The amount to be tendered is the yearly rent to be paid for the lease. (In addition a premium of \$ ..... ( ..... dollars) will be payable at the commencement of the lease) or (No premium, key money or other purchase money will be charged for the lease)

or

1. The amount to be tendered is the amount of the premium to be paid at the ..... commencement of the lease, for which the annual rent will be \$ ..... ( ..... dollars) until reassessed in accordance with the provisions of the lease.

2. The successful tenderer will be granted a (type) Lease, a copy of which is attached hereto, to commence on (date).

3. The highest or any tender will not necessarily be accepted.

4. The acceptance of any tender will be at the sole discretion of the iTaukei Land Trust Board.

5. No tender will be accepted unless it is submitted by completing this form and returning it in the enclosed envelope to iTaukei Land Trust Board, PO Box ..... by no later than 4.00pm on Friday, ....., 20.....

6. The successful tenderer will be required to pay all the board's costs and fees in connection with the preparation of the lease and will pay any stamp duty payable and the registration fees for the lease.

7. A cheque (not cash) for the sum of \$115.00 as deposit must be enclosed with this tender document, otherwise it will not be considered. It will be credited against the charges referred to at (6) above in the case of the successful

tenderer. Under no circumstances however will it be refunded to a successful tenderer who subsequently does not execute the tenancy agreement.

8. The person whose tender is accepted shall be the purchaser of the lot and shall be informed of the acceptance of his tender by letter sent to him by post to the address given in his tender and every letter so sent shall be deemed to have been received not later than seven (7) days following the day on which it was posted.
9. The purchaser shall within fourteen (14) days after the posting of such notice of acceptance pay to the Board a deposit equal to 10% of the amount of his tender together with the Board's costs for preparing the lease documents, stamp duty, registration fees and 6 months advance rental as set out in the notice of acceptance. For all purposes of this clause, time is to be of essence of the contract
10. The purchaser shall pay the remainder of the sum tendered six (6) weeks after the posting of the notice of acceptance (the "completion date") at the office of the iTaukei Land Trust Board ..... Region and purchaser shall then there sign the lease for the lot.
11.
  - (i) If the purchase failed to observe or comply with any of the foregoing conditions of the Board may on or after the date fixed for completion give to the purchaser not less than twenty-eight(28) days notice in writing requiring him to complete the purchase at or before the expiration of such period then without prejudice to any other remedy available to the Board the deposit and all other sums at that time paid shall be forfeited to the Board and the terms as it things fit and recover from the purchaser (upon giving credit for the sums paid) and deficiency in price resulting on and all expenses attending any such re-sale or attempted resale.
  - (ii) Time shall for the purpose of this condition be of essence of the contract.

**PLEASE COMPLETE THIS SECTION**

**"FORM OF TENDER"**

I , ..... (name and if Indian, Father's name) ..... of ..... (full postal address) ..... (residential address) ..... (telephone number)..... (occupation) ..... declare that I have inspected ..... (name of land) and hereby offer iTaukei Land Trust Board (a premium/yearly rent) of \$ ..... (amount in words .....) for the land to be held under a ..... (type) lease; a copy of which is attached and conditions of which have been read and understood.

I agree that in the event of this offer being accepted I will pay the said tendered sum and carry out and complete the procedure in accordance with the conditions. Mycheque for \$115.0 at deposit (see above) is enclosed.

**Signed:** .....

**Date:** .....

**DO NOT DETACH THIS PART FROM THE TENDER DOCUMENT, BUT RETURN THE ENTIRE DOCUMENT TO THE ADDRESS SHOWN ABOVE TOGETHER WITH THE PLAN AND COPY OF THE LEASE.**