**AGREEMENT OF SALE**

**TRINIDAD AND TOBAGO**

**AN AGREEMENT** made the 8th day of August, 2012 BETWEEN SHAFEER MOHAMMED, Business man and NAZRA MOHAMMED, both of 143 Casaurina Crescent, Lange Park, Chaguanas ,in the Island of Trinidad, (hereinafter called” the Assignors”) of one part and CHRISTOPHER ROSS GIDLA, Attorney at Law, and SANJU ROSS GIDLA, Consultant Gynecologist, both of #27, Ramdass Street, Sangre Grande, in the Island of Trinidad, (hereinafter called “ the Assignees”)

**Whereas** the Assignors are entitled to and in possession of the leasehold parcel of land described in the Schedule hereto ( hereinafter referred to as “the Leasehold Premises”) together with the right of way But Save and Except the mines and minerals reserved and Subject to the working rights in respect of such mines and minerals ( hereinafter called “the said working rights”) by virtue of a deed of lease registered on the 28th of October, 1988 as No. 17925 of 1988 (hereinafter called “the lease”)

AND WHEREAS the Assignors are desirous of assigning to the Assignees the Lease hold Premises for the unexpired residue of the term granted by the lease together with the building and apetunances thereto.

**WHEREBY IT IS AGREED** as follows:

1. The Assignors as Beneficial owners agree with the Assignees to sell to them the Lease hold Premises for the unexpired residue of the term granted by the Lease together with the building and other apertunances, and with the benefit of the said right of way save and except the mines and minerals reserved and subject to the said working rights and the covenants, conditions and stipulations in the said lease contained free from all encumbrances at a or for the price of Three Million three hundred and sixty thousand dollars in Trinidad and Tobago currency (TT$ 3,600,000.00) hereinafter called the “Purchase price”)
2. The Assignees shall now pay to the Assignors a sum of three hundred and sixty thousand dollars in Trinidad and Tobago currency (TT$360,000) as a deposit and the Assignors acknowledges the receipt hereof.
3. The Assignors will forthwith at their own cost apply for and endeavour to obtain all necessary consents if any to the assignment of the premises to the Assignees and if any necessary consent shall not be obtained before the day fixed for the completion this contract may be rescinded by the Assignees who shall thereupon receive back their deposit but without interest compensation or costs.
4. The Assignee shall have the Assignor’s title investigated and in the event the title proves to be defective the contract may be rescinded by the Assignees who shall thereupon receive back their deposit other incidental costs paid by the Assignees.
5. The remainder of the purchase price which shall be Three Million two hundred and forty thousand dollars in Trinidad and Tobago currency (TT$3,240,000.00) shall be paid by the Assignees within ninety days (90) of this agreement.
6. On payment of the entire balance of the purchase price to the Assignors by the Assignees as set out in (5) above the Assignors will forthwith execute a Deed of Assignment duly prepared and Submitted to him by the Assignees or whom he may direct, failing which the Assignors shall refund all moneys paid to them by the Assignees without prejudice to any other redress to which the Assignees may be entitle in law and/or in equity.
7. The Assignees shall pay all legal expenses for preparing, any matters reasonably incidental thereto.
8. The Assignors shall pay all Water Rates and Land and Building Taxes for the property up to the completion of this transaction.

**IN WITNESS WHEREOF** the parties hereto have set their hands the day and years first herein above written.

**THE SCHEDULE ABOVE REFERRED TO:**

**ALL AND SINGULAR** that certain piece or parcel of land situate in the ward of Chaguanas, in the Island of Trinidad, comprising THIRTEEN THOUSAND FOUR HUNDRED AND FIFTY FIVE SUPERFICIAL FEET (13,455 S.F.) forming part of the Montrose village Neighbourhood Development shown as Lot No. 143 as shown on the plan annexed to Deed of Lease ( registered as No.2569 of 1970) and bounded on the North by Lot No. 144, on the South partly by a Drain Reserve and partly by Lot No. 142 on the East partly by a Road Reserve 33 feet wide and partly by Lot No. 142 and on the west by a Drain Reserve together with the building and the appurtenances thereto.

Signed and Delivered by the within }

Named SHAFEER MOHAMMED and }

NAZRA MOHAMMED as and for their act }

And deed in the presence of : }

Signed and Delivered by the within }

Named CHRISTOPER ROSS GIDLA and }

SANJU ROSS GIDLA as and for their act }

And deed in the presence of : }