## IN THE REPUBLIC OF TRINIDAD AND TOBAGO

**THIS AGREEMENT** made this 14th day of January in the Year of Our Lord Two Thousand and Fourteen Between **BRIJ JANWANI of MAHARAJA LIMITED, #9 Spring field Avenue, Valsyan South, in the island of Trinidad** (herein after called “the Vendor” which expression shall where the context so admits shall include the Legal Personal Representatives, heirs and assigns of the Vendor) of the One Part and  **ASA SEALY of MAGIC MIST, Corner Stone and Duke Streets West , Port of Spain,** in the island of Trinidad(herein after called “the Purchaser” which expression where the context so admits shall include the Legal Personal Representatives, heirs and assigns of the Purchaser) of the other part.

# WHEREAS

1. The Vendor is desirous of selling the property described in the Schedule hereto
2. The Purchaser is is desirous of buying the property described in the Schedule hereto
3. The Vendor has rented the ground floor comprising 3,600 square feet by the Golden Far East ltd, for **SIX YEARS (6) ,from 15th day of June, to 14th of May, 2018**

# IT IS AGREED AS FOLLOWS: -

1. The Vendor agrees to sell and the Purchasers to buy **ALL AND SINGULAR the land and building described in the Schedule hereto.** (hereinafter referred to as “the said premises”)
2. The purchase price shall be the sum of **TWENTY ONE MILLION DOLLARS ($21,000,000).** Whereby the Vendors acknowledge receipt of the sum of **TWO MILLION ONE HUNDRED THOUSAND DOLLARS ($2,100,000) being deposit of the said purchase price.**
3. The balance of the purchase price in the total sum of **EIGHTEEN MILLION AND NINE HUNDRED THOUSAND DOLLARS ($18,900,000)** shall be paid within **NINETY (90)** days of the date herein. , which if by 31st of December, 2004.
4. A proper Deed of Conveyance shall be executed by the Vendors in favour of the Purchaser/his nominee or agent at that point. The completion of the purchase shall take place at the Office of the Attorneys for the Purchaser.
5. The Vendors shall show a good and marketable title for at least thirty years free from all encumbrances excepting a six year lease executed by the Vendor on 15th of June, 2012.
6. If the Vendors shall fail to furnish the Purchaser with a good and marketable title in accordance with the paragraph 5 hereof, the Purchaser will be entitled to rescind this agreement and the Vendors shall refund to the purchaser the amount of deposit which is **TWO MILLION, ONE HUNDRED THOUSAND DOLLARS ($2,100,000).**
7. **If the Purchasers shall fail to** perform or observe the condition and stipulation on his part herein contained in the paragraph 3 of this agreement then the Vendor shall at his option be entitled to forfeit the deposit paid by the Purchasers and to retain the same as liquidated damages for breach of contract.
8. The Purchasers shall pay all legal expenses for preparing, stamping and registering the Deed of Conveyance or any matters reasonably incidental thereto.
9. The Vendors shall pay all Water Rates and Land and Building Taxes for the property up to the completion of this transaction.
10. The Purchasers shall execute a deed of lease in the name of **GOLDEN FAR EAST LTD for the remaining term of the lease with the same terms and conditions incorporated in the agreement made on 2nd day of June, 2012 between Maharaja Limited and Golden Far East limited.**

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

## SCHEDULE

**ALL AND SINGULAR** that certain piece or parcel of land together with the three storey building thereon and the appurtenances thereto belonging situate at Field No. 14, Dhania Trace, also known as Nanan Trace, Churchill Roosevelt Highway, Aranjuez, in the ward of St.Anns, in the island of Trinidad comprising **ONE THOUSAND NINE HUNDRED AND EIGHTY THREE SQUARE METERS (1983 s.m)** bounded on the North partly by Dhania Trace also known as Nanan Trace and partly by other lands of Aranjuez Estates Limited on the South partly by the Churchill Roosevelt Highway and partly by Drain on the East by the other lands of Aranjuez Estates limited and partly by Aranjuez Road, and the West partly by Drain and partly by the Churchill Roosevelt Highway, which said parcel of land is also described in teh Schedule to the deed registered as number

SIGNED by within named }

BRIJ JANWANI }

as for his }

act and deed in the }

Presence of : - }

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SIGNED by within named }

ASA SEALY }

# as for his act and deed in }

the presence of : - }