## IN THE REPUBLIC OF TRINIDAD AND TOBAGO

### *AGREEMENT OF SALE*

**THIS AGREEMENT** made this **14th** day of **January** in the Year of Our Lord Two Thousand and Nine BETWEEN **Satia Siemungal kalloo of 3rd Trace, Ramdass Street, Sangre Grande in the Island of Trindad, Attorney of Nazmool Khan of 96 Billings Gate Crescent, Ajax, Ontario,L1S 2R9** (herein after called “the Vendor”) of the One Part and **Ann Marie Jack and Marlon Jack both of Lot No.3, Ackbarali Trace West, Malabar, Arima, in the Island of Trinidad,** (herein after called “the Purchasers”) which expression where the context so admits shall include the Legal Personal Representatives, heirs and assigns of the Purchaser) of the Other Part.

**WHEREAS NAZMOOL KHAN** is seised and possessed in fee simple free from all encumbrances of All and Singular the piece or parcel of land (hereinafter referred to as “the said lands”) described in the Schedule hereto

**AND WHEREAS NAZMOOL KHAN** has given the power of attorney to the vendor through the deed no.DE 200802446985 executed on 4th day of October, 2008,

**AND WHEREAS** the purchasers are desirous of purchasing the said lands at or for the price or sum of ONE HUNDRED AND NINETY THOUSAND DOLLARS ($190,000)

# IT IS AGREED AS FOLLOWS: -

1. The Vendor agrees to sell and the Purchasers to buy **ALL AND SINGULAR** the Land described in the Scheduled hereto free from all encumbrances.
2. The purchase price shall be the sum of  **ONE HUNDRED AND NINETY THOUSAND DOLLARS($190,000.00)** whereof the sum of **NINTEEN THOUSAND DOLLARS($19,00.00)**; is paid by the Purchasers to the Vendor as a deposit. The receipt whereof the Vendor hereby acknowledges.
3. The balance of the purchase price in the total sum of **ONE HUNDRED AND EIGHTY ONE THOUSAND DOLLARS($181,000.00)** within Ninety (90) days from the date first hereinabove written.
4. That the Vendor has title and authority to sell the said premises through the power of attorney afore mentioned and that the said premises is free from all encumbrances and that all approvals and requirements of sale have been completed with.
5. On payment of the entire balance to the Vendor by the Purchasers as set out in (3) above the Vendor will forthwith execute a Deed of Conveyance duly prepared and Submitted to him by the Purchasers, failing which the Vendor shall refund all moneys paid to him by the Purchasers without prejudice to any other redress to which the Purchasers may be entitle in law and/or in equity.
6. If the Purchasers shall fail to perform or observe the condition and stipulation on his part herein contained 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.
7. The Purchasers shall pay all legal expenses for Transfer, preparing, stamping and registering and for any matters reasonably incidental thereto.
8. The Vendors 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 parcel of land situate at Malabar, in the Ward of Arima , in the island of Trinidad comprising FOUR HUNDRED AND SIXTY SEVEN POINT FIVE SQUARE METRES (467.5 sq.m) bounded on the North by Lot No.18 on the south by Ackbarali Trace on the East by Lot No.4 and the West by Lot No.2.

# SIGNED by within named }

# SATIA SIEMUNGAL KALLOO (attorney }

# of NAZMOOL KHAN) as for her act }

# and deed in the Presence of: }

# }

# }

# SIGNED by within named }

# Ann Marie Jack & Marlon Jack }

# as for their acts and deeds }

# in the presence of:- }

# }

# }

# }