

REGISTERED

TRINIDAD AND TOBAGO.

"B"

This is the Instrument marked "B" referred to in the prefixed affidavit of ROOP CHAN CHADEESINGH, sworn to before me this 18th day of September, 2006.



*[Signature]*  
COMMISSIONER OF AFFIDAVITS

WINSTON RAM/ROOP SINGH  
COMMISSIONER OF AFFIDAVITS  
No 29, Ramsaran Street,  
Chaguanas

This Agreement was prepared by me

*[Signature]*

Attorney-at-Law.  
R.C. CHADEESINGH & CO.  
No. 29 Ramsaran Street.  
CHAGUANAS.

Penalty Paid \$..... 25-  
Rec. No.:..... 26200018  
Date:..... 19.09.06

THIS AGREEMENT is made this 1<sup>st</sup> day of June in the

Year of Our Lord Two Thousand and Four Between SOOKDEO DEOUSARAN of Tumpuna Road Arima in the Borough of Arima in the Island of Trinidad (hereinafter called "the Vendor") of the One Part and ANTHONY SAMPATH of Mayfield Road, Valsayn North, Valsayn, in the Ward of Tacarigua, of the Island of Trinidad and PATRICK SOO TING of 69 Mendez Drive, Champ Fleurs, in the Ward of St. Anns, in the Island of Trinidad, and AZAD NIAMAT of Main Road, Chaguanas, in the Ward of Chaguanas, in the Island of Trinidad, (hereinafter called "the Purchasers") of the Other Part.

Filed: 2006/09/19 11:00:06 AM

DEED



DE2006 023638 200001

WHEREAS the Vendor is seised and possessed free from encumbrances of the parcel of land described in the First Schedule hereto (hereinafter called "the said parcel of land") and has agreed with the Purchasers to sell them the said parcel of land in manner hereinafter appearing with the intention that the Purchasers are going to develop the said lands for re-sale of fully approved residential lots.

WHEREBY IT IS AGREED as follows:

1. The Vendor shall sell and the Purchasers shall buy the said parcel of land free from all encumbrances subject to all restrictions and stipulations, if any, set out in the Vendor' title deed.

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2. The purchase consideration shall be the sum of **SEVENTEEN MILLION DOLLARS (\$17,000,000.00)** whereof the sum of **TWO MILLION DOLLARS (\$2,000,000.00)** is hereby deposited on account of the total purchase price (the receipt of which sum the Vendor hereby acknowledge). Upon payment of the said deposit the Vendor shall deliver up possession of the said parcel of land with vacant possession to the Purchasers in order to carry out infrastructural works for Development.
3. The balance of the purchase price being the sum of **FIFTEEN MILLION DOLLARS (\$15,000,000.00)** shall be paid by the Purchasers to the Vendor on or before the expiration of **TWO YEARS** from the 1<sup>st</sup> September, 2004 (hereinafter called "the Completion Date") in the following manner:-
  - (a) A minimum sum of \$3,000,000.00 on or before the 2<sup>nd</sup> day of September, 2005 and
  - (b) The balance of \$12,000,000.00 to be paid on or before the 2<sup>nd</sup> day of September, 2006 with interest computed at 10% per annum.whereupon the transaction shall be completed by the Vendor executing a proper Deed of Conveyance of the said parcel of land in favour of the Purchasers or whomsoever they shall appoint and a Deed of Mortgage in favour of the Vendor for the said balance to be re-paid in **TWO YEARS** with interest at 10% per annum.
4. The Vendor warrants that there is a good marketable title to the said parcel of land but shall not be under any obligation to furnish any abstract of title to the Purchaser.
5. The sale shall be subject to the title being in order and the said parcel of land shall be sold with vacant possession free from all encumbrances liens charges rates and taxes whatsoever.
6. Subject to the Vendor performing his obligations hereunder should the Purchaser fail to pay the balance of the purchase price in accordance with the provisions of Clause 3

above such failure on the part of the Purchaser shall be deemed to be a repudiation by it of the contract and the said deposit in the sum of **TWO MILLION DOLLARS (\$2,000,000.00)** shall be absolutely forfeited to the Vendor as liquidated damages for the Purchasers breach of contract and the Vendor shall be at liberty without being obliged to tender any instrument of transfer to retain the said parcel of land or to resell the same either by public auction or by private treaty and any increase in price on a resale shall belong to the Vendor.

7. If the title is found to be defective and by reason thereof the Vendor is unable to complete the transaction on the Completion Date the Purchaser is entitled forthwith to a refund of the deposit without interest.
8. The Vendor shall give permission to the Purchasers to occupy the parcel of land described in the Second Schedule hereto for the purposes of constructing a movable site office and the storage of equipment for **TWO YEARS** from the 1<sup>st</sup> September, 2004 until the development is complete.
9. At the request of the Purchasers the Vendor in his absolute discretion may extend the date for completion of this transaction at terms and conditions acceptable to the parties to the Agreement without prejudice to any other rights or remedies which they may be entitled to pursue.

**IN WITNESS WHEREOF** the Vendors has hereunto set his hand and the Purchaser have hereunto set their hands the day and year first hereinabove written.

**THE SCHEDULE ABOVE REFERRED TO**

**ALL AND SINGULAR** those several parcels of land and coco plantation situate in the Ward of Couva, in the Island of Trinidad **THE FIRST THEREOF** known as "*Marie*" comprising **TEN ACRES** and bounded on the North and West by Verdant Vale Estate and on the South and East upon lands of Chankadayal.

**THE SECOND THEREOF** known as "*Monsohon*" comprising **SEVEN ACRES** and bounded on the North, South and East upon lands of Chankadyal and on the West upon lands of Mahabir.

**THE THIRD THEREOF** known as "*Manjaria*" comprising **TEN ACRES** and bounded on the North upon lands of Isaac and on the South, East and West upon lands of Chankadayal.

**THE FOURTH THEREOF** known as "*Pascall*" comprising **FIVE ACRES** and bounded on the North, East and West upon lands of Chankadayal and on the South upon lands of Debia.

**THE FIFTH THEREOF** known as "*Byro*" comprising **ONE AND ONE HALF OF AN ACRE** and bounded on the North and West upon lands of Chankadyal on the South partly upon lands of Etwaroo and partly upon lands of Chankadyal and on the East upon lands of Isaac.

**THE SIXTH THEREOF** known as "*Childsbury*" comprising **TWELVE ACRES** and bounded on the North upon lands of Etwaroo and on the South, East and West upon lands of Chankadyal.

**THE SEVENTH THEREOF** known as "*Dasine*" comprising **ONE QUAREE** and bounded on the North upon lands of Etwaroo and on the South, East and West upon lands of Chankadyal.

**AND THE EIGHT THEREOF** known as "*Heeree*" comprising **ONE QUAREE** and bounded on the North and East upon lands of Chankadyal on the South upon lands of Debia and on the West upon Balmain Estate (save and except in the said Eight parcels of land above described one-third of the oil and mineral rights assigned by deed dated the 18<sup>th</sup> day of April, 1938 registered as No. 1972 of 1938) upon recent survey **ALL** the above-mentioned parcels consolidated and collectively found to comprise **FIFTY ACRES TWO ROODS AND TWELVE PERCHES** and bounded on the North partly upon lands of L. Maharaj now or

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formerly of Gordie and lands of heirs of Rohea on the South partly upon lands formerly of Balmain Estate and partly by heirs of Chankadayal and partly by lands now or formerly of Lalloo, on the East partly by lands of the heirs of Rohea and lands now or formerly of Toolsie claimed by S. Deosaran and lands now or formerly of Purmeshur on the West partly by lands of L. Maharaj and lands of R. Motilal now or formerly of A. David and lands formerly of Balmain Estate and heirs of Chankadyal which is annexed hereto and shown on the draft survey plan marked "A".

**THE SECOND SCHEDULE ABOVE REFERRED TO:**

**ALL AND SINGULAR** that piece or parcel of land comprising **ONE ACRE AND ELEVEN PERCHES** owned by the Vendor and bounded on the North by lands now or formerly of Toolsie on the South partly by an Estate Trace and lands now or formerly of Purmeshur on the East by the Calcutta Settlement Road and on the West by lands now or formerly of Toolsie.

Signed and delivered by the  
within named **SOOKDEO  
DEOUSARAN** as and for his act  
and deed in the presence of

)  
) *Sookdeo Deosaran*  
)  
)

*Mace King*  
Secretary  
No. 25 Ramsaran St,  
Chaguanas.

And of me,  
*M. C. King*  
Attorney-at-Law

Signed and delivered by the  
within named  
**ANTHONY SAMPATH,  
PATRICK SOO TING and  
AZAD NIAMAT**  
as and for their acts  
and deed in the presence of

)  
) *Anthony Sampath*  
) *Patrick Soo Ting*  
) *Azad Niamat*  
)  
)

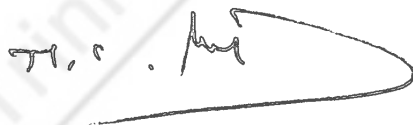
*Mace King*  
Secretary  
No. 25 Ramsaran St,  
Chaguanas.

And of me,  
*M. C. King*  
Attorney-at-Law

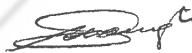
REGISTERED

I, ROOP CHAN CHADEESINGH of No. 29 Ramsaran Street, Chaguanas, in the Ward of Chaguanas, in the Island of Trinidad, Attorney-at-Law, make oath and say that I was personally present together with MEERA MUNGAL, Secretary of No. 29 Ramsaran Street, Chaguanas, aforesaid on the 1<sup>st</sup> day of June, 2004 at No. 29 Ramsaran Street, Chaguanas, aforesaid and did then and there see SOOKDEO DEOUSARAN, ANTHONY SAMPATH, PATRICK SOO TING and AZAD NIAMAT the parties to the Instrument hereto prefixed and marked "B" purporting to be an Agreement for Sale of Two Parts and made between the said SOOKDEO DEOUSARAN of the One Part and ANTHONY SAMPATH, PATRICK SOO TING and AZAD NIAMAT of the Other Part sign and deliver the same as and for their respective acts and deeds and that the signatures "Sookdeo Deousaran" "Anthony Sampath" "P. Soo Ting" and "Azad Niamat" set and subscribed at the foot of the said Deed are of the true and proper handwritings of SOOKDEO DEOUSARAN, ANTHONY SAMPATH, PATRICK SOO TING and AZAD NIAMAT and that the signatures "Meera Mungal" and "R.C. Chadeesingh" at the foot of the said Deed subscribed as those of the witnesses attesting the due execution of the same as aforesaid are of the true and proper handwritings of the said MEERA MUNGAL and of me this deponent respectively.

SWORN to at 29 Ramsaran Street )  
Chaguanas. )  
this 18<sup>th</sup> day of September, )  
2006. )



Before me,



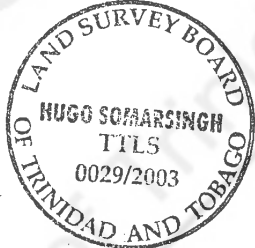
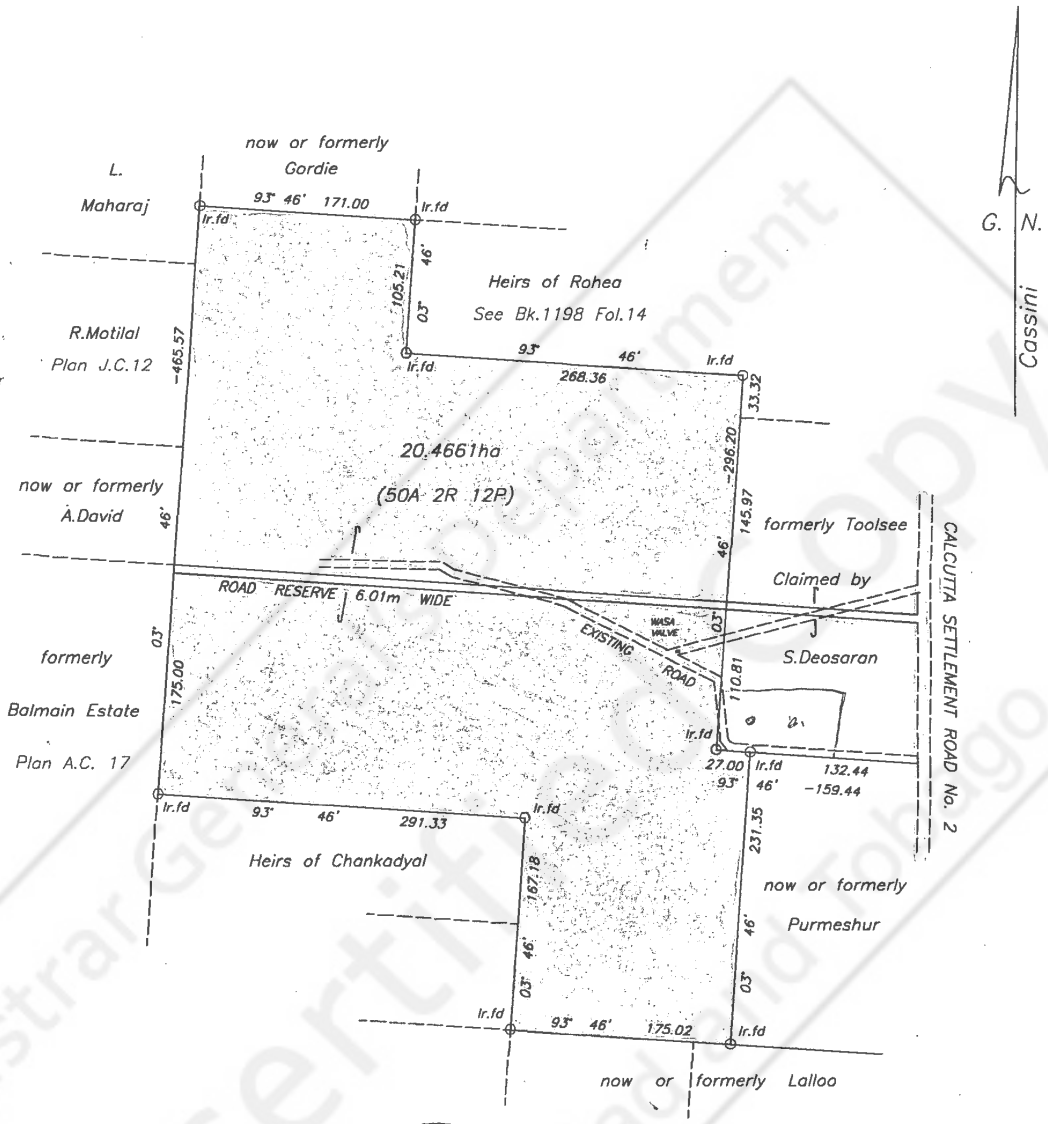
.....  
COMMISSIONER OF AFFIDAVITS.

WINSTON RAMROOP SINGH  
COMMISSIONER OF AFFIDAVITS  
No 29, Ramsaran Street,  
Chaguanas

REGISTERED

U.P.R.N No.....

Cadastral Sheet (D.12.L) 43C  
Ward of Couva 2/c  
County of Caroni



Vide Plan A.K.18  
S.O.No.118/1956

SCALE 1/5000  
Distances are in metres

Bearings are Cassini Grid based on Solar Observations

Plan of a Parcel of land coloured pink in the Ward of Couva

Containing twenty point four six six one hectares

Redefined by me, with due authority in April 2003 for Sookdeo Deosaran

In accordance with Regulation 25 (1) of the Land Surveyors' Regulations 1998.

I certify that this plan is correct.

*Hugo Somarsingh*

Trinidad and Tobago Land Surveyor..... 12<sup>th</sup> June 2003

REGISTERED

"A"

This is the draft survey plan hereto annexed and marked "A" referred to in the prefixed Agreement for Sale dated the 1st day of June, 2004 and made between SOOKDEO DEOUSARAN of the One Part and ANTHONY SAMPATH, PATRICK SOO TING and AZAD NIAMAT of the Other Part.

  
ATTORNEY AT LAW

Registrar General's Department  
Uncertified Copy  
of Trinidad and Tobago