

SALE OF LAND AGREEMENT

BETWEEN

SAMWEL JACOB MASASI.....SELLER

AND

CPC-CONSULTING LIMITED.....PURCHASER

PREPARED BY:

THE ICON LAW CORPORATE (ADVOCATES),
CONSOLATA FATHERS /MSHINDO PHARMACY],
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P.O.BOX 2564-IRINGA, TANZANIA,
TELEPHONE: +255262702430,
www.iconlawcorporate.co.tz
EMAIL:iconlawcorp@outlook.com.

Certified True Copy of the Original
Sign: *MA* Date: 23/10/2020
MOSES AMBINDWILE
Advocate, Notary
Public & Commissioner for Oaths

SALE OF LAND AGREEMENT

THIS AGREEMENT is made and effective on this 21st day of October, 2020

BETWEEN

SAMWEL JACOB MASASI a citizen of Tanzania by birth whose address is P.O. BOX 34 IRINGA -TANZANIA hereinafter referred to as the "SELLER" (which expression shall include his heirs, executors, administrators and representatives) of the one part.

AND

CPC CONSULTING LIMITED a company organised and existing under the laws of Tanzania with its head office located at P.O.BOX 2348 Dar Es Salaam, TANZANIA hereinafter referred to as the "PURCHASER."

REGITALS

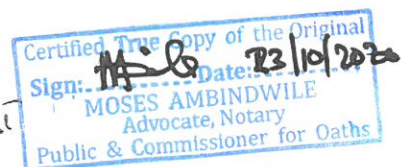
WHEREAS the Seller is lawfully owning and in possession of land property Title Number 17348 Land Office No 23689, Land 105 acres Located at Nyororo, Mufindi District which is free from all encumbrances and as described hereunder and hereafter referred to as the said property.

WHEREAS the Seller is desirous of selling to the Purchaser and the Purchaser is desirous of purchasing from the Seller the said property for a price which is stated herein bellow.

NOW THEREFORE THIS DEED WITNESSES that in the pursuance of this agreement and in consideration of the sum mentioned bellow herein that shall be paid by the Purchaser to the Seller simultaneously with the execution of these presents, the seller is further desirous of selling the said property free from any encumbrances whatsoever, in terms and conditions hereinafter appearing:

C. Mba.


2 Samwel Jacob Masasi

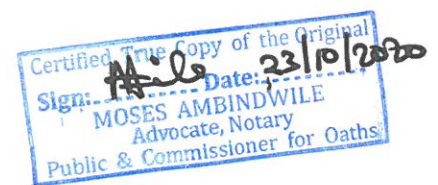


1. That, the Seller has agreed to sell and the Purchaser has agreed to purchase the land Property above stated for the price of Tanzanian Shillings Fifty Two Million [52,000,000/= only] hereinafter referred to as the sale price which shall be deposited through Bank Account of the seller with the following particulars; SAMWEL JACOB MASASI, ACCOUNT NUMBER 60202500585, NATIONAL MICROFINANCE BANK.
2. That, it is further agreed by the parties that Capital Gain taxes, stamp duty tax, Notification and approval fee will be paid by the Purchaser subject to assessment made by the Tanzania Revenue Authority and Land office respectively.
3. That, the Purchaser has further agreed to pay attorney's fee in respect of this agreement.
4. That, receipts evidencing the fore stated payments by the purchaser shall form part of this agreement.
5. The Seller hereby represents, covenants, warrants, undertakes and declares that;
 - 5.1 His ownership to the said Land Property is free, clear and marketable.
 - 5.2 He is in physical possession of the said Land Property.
 - 5.3 That the particular Land Property is a matrimonial property and to this effects wife consent is procured in written form and forming part of this agreement.
 - 5.4 That the said Land Property or any part thereof is not subject matter of any litigation or proceedings and the same is not attached or sold or sought to be sold in whole or in portion in any court or other Civil or Revenue or other proceeding and not subject to any attachment by the process of the Courts or in possession or custody by any Receiver, Judicial or any officer thereof or there is no any notice of acquisition or requisition in respect of the said Property.

C. Mwa.

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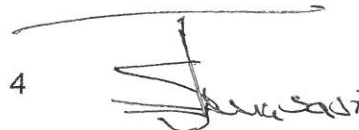


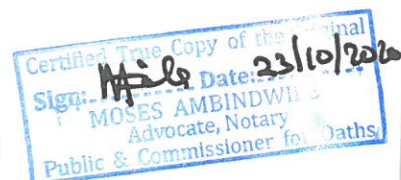


- 5.5 The Seller represents and assures that there are no subsisting agreement or arrangement to sell or otherwise for the said Land Property or any part thereof with anyone else and he has not executed any Power of Attorney in favour of any third party to deal with the said Land Property or any part thereof.
- 5.6 The Seller undertakes and declares that he shall not enter into negotiations, commit, transfer, charge, and mortgage, alienate or transfer possession of the Property to any third parties during the subsistence of this Agreement to sell.
- 5.7 The Seller has sold the said Property after taking requisite permission from all concerned authorities if any required and till date they have not received any adverse notice from any of the authority in respect of the said property.
- 5.8 The Seller and the purchaser have good right, full power and absolute authority to enter into this Agreement to sell.
- 5.9 The Seller has agreed to sign and furnish other documents viz; Land Form No.35 on Transfer of Right of Occupancy, Land Form No. 29 on Notification of Disposition, Land Form No. 30 on Approval of Disposition and a spousal consent.
- 5.10 The seller has agreed further to offer full cooperation to the Purchaser in ensuring that the property is dully transferred to the Purchaser.
6. In the event of the sale and or transfer of the property is not being completed, either due to failure of the Seller to comply with his obligations under Clause 5 above, the Purchaser shall have the right to do the following;
- 6.1 Terminate this Agreement forthwith.
- 6.2 Dully be compensated by the Seller for any loss sustained including loss of time and income.

C. Mhira;

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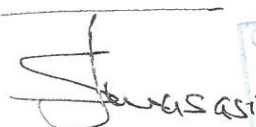


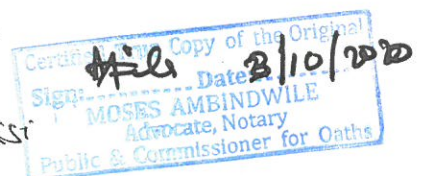
- 6.3 Dully be reimbursed for the whole proceeds paid to the seller as consideration as well for all expenses spent by the Purchaser in the course of maintaining the Agreement.
7. This Agreement may be executed in two counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.
8. The Seller shall deliver vacant possession to the Purchaser immediately upon receipt of 100% payment of the sale price.
- 8.1 This agreement shall be governed exclusively by and construed in accordance with the laws of the United Republic of Tanzania.
- 8.2 In the event of breach of this agreement both Parties shall make reasonable efforts to reach an amicable settlement thereof. If the Parties cannot reach an amicable settlement all disputes arising in connection with this agreement shall be settled through Court of law.
- 8.3 It is hereby expressly agreed by both parties that no portion of this agreement is intended to be in violation of any laws of the United Republic of Tanzania.
9. Neither party shall be in default under this agreement by reason of its failure or delay in the performance of its obligations, if such failure or delay is caused by actions of God, war or any other cause beyond its reasonable control.
10. Any amendments to the agreement can only be made if agreed in writing by both parties.

IN WITNESS WHEREOF the parties have duly executed these presents in the manner, day, month and year hereinafter appearing;

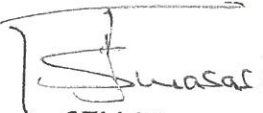
C. Mba.

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SIGNED at Iringa by
SAMWEL JACOB MASASI
Who is known to me personally
This 21st day of October, 2020


SELLER

BEFORE

Name: MOSES AMBINDWILE

Signature: 

Postal Address: 2564 IRINGA

Qualification: ADVOCATE



Sealed by the COMMON SEAL
of CPC CONSULTING LIMITED
this 21st day of OCTOBER 2020 } PURCHASER

Name: Christian P. Mwa
Signature: 
Postal Address: 1 Kiranda st, Dares Salaam
Position in the Company: Director + Shareholder



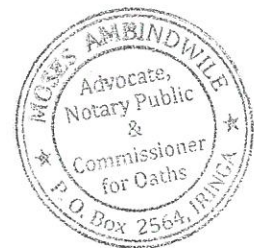
BEFORE

Name: MOSES AMBINDWILE

Signature: 

Postal Address: 2564 IRINGA

Qualification: ADVOCATE





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