

EXCLUSIVE AGENCY AGREEMENT

BETWEEN

TERRANOVA COMPANY LIMITED

**OFFICE NO. 201, TWIGA HOUSE, 2ND FLOOR, SAMORA AVENUE, POSTA
P.O. BOX 32078, DAR ES SALAAM, TANZANIA**

AND

ARABIAN GROUP CONSTRUCTION LIMITED

**OFFICES AT PLOT NO. 471, HAILE SELASSIE ROAD IN MASAKI,
P.O. BOX 4550, DAR ES SALAAM, TANZANIA**

EXCLUSIVE AGENCY AGREEMENT

THIS EXCLUSIVE AGENCY AGREEMENT is made this 20th day of DECEMBER 2020.

BETWEEN

TERRANOVA COMPANY LIMITED of P.O. Box 32078, **Dar es salaam, Tanzania**, (hereinafter referred to as "**THE AGENCY FIRM**") which expression shall, where the context so admits, include her successors and assigns, of one part.

AND

ARABIAN GROUP CONSTRUCTION LIMITED at Plot No. 471, Haile Selassie road in Masaki, Dar es Salaam, Tanzania (Dar es Salaam office). (hereinafter called "**THE PRINCIPAL**") which expression shall, where the context so admits, include the successors and assigns of the other part.

WHEREAS

1. The Principal hereby enters into an Exclusive Agency Agreement with the Agency firm which will carry out the task of land mobilization and acquisition as shall be directed by the Principal.
2. The duration of this agreement is the period of 12 Months from the date of this agreement.
3. At any such time not later than three weeks before this Agreement expires, the Principal may at her own discretion, serve a notice to the Agency Firm signifying her intention to renew the Agreement.
4. The Agency firm is entitled to commission and any compensation or benefits for the time spent during the period validity of this contract for the productive tasks or assignment performed.

AGENCY FIRM'S COVENANTS

THE AGENCY FIRM HEREBY COVENANTS with the PRINCIPAL:

- a) To mobilize land from the locals on behalf of the principal so as to realize, acquisition, conveyancing and disposition of land is carried out successful.
- b) Obtain information in relation to the land for the principal.
- c) Arrange for the site visit to inspect the mobilized land for acquisition purpose.
- d) Conduct negotiation and submit all offers in relation to the land to the Principal; and
- e) Assist the Principal in entering into a binding agreement for purchase with the land sellers.
- f) Advice the principal on various market trends and regulations (optional).

PRINCIPAL'S COVENANTS

THE PRINCIPAL HEREBY COVENANTS with the AGENCY FIRM:

- a) To work exclusively with the Agency firm for mobilization and acquisition of the land from the locals for the whole time of this agreement.
- b) To pay commission to the agent at the rate of the transacted price of the land at the time of the completion of the land transaction pursuant to the agreement of sale (s).
- c) To provide the agency firm with the necessary assistance required by the agency firm to fulfil her obligations.

COMMISSION ARRANGEMENT

The agent is entitled to a 10% commission for the task being assigned from the purchase price of the land. The 10% commission is VAT inclusive.

WARRANTY BY THE PRINCIPAL

The Principal warrants that he is the purchaser of the land.

DISPUTE SETTLEMENT

- i. A party claiming that a dispute has arisen in relation to this Agreement shall notify the other party to the dispute in writing giving details of the dispute within 7 days of the act giving rise to the dispute.

TERMINATION OF THE AGREEMENT

- i. The Principal shall have the right to terminate this Agreement with immediate effect by giving at least fourteen (14) days written notice to the Agent without prejudice to costs already incurred by the agent.
- ii. This Agreement or any part thereof may be terminated forthwith by the Principal by written notice to the Agent in the event of one or more of the following.
- iii. If the Agent ceases to carry on business or goes into liquidation.
- iv. If the Agent is in breach of any provisions of this Agreement and fails to remedy such breach (where it is capable of being remedied) within thirty (30) days of notice from the first party specifying such breach.

EFFECTS OF TERMINATION

Termination of this Agreement shall be without prejudice to any rights of either party which may have accrued up to the date of such termination, including accrued Commission, subject to set off against any loss, cost or expenses incurred due to Agent's fault, negligence or default.

Notices

Addresses for notices or other communications under this Agreement shall be:

For the Principal:

ARABIAN GROUP CONSTRUCTION LIMITED. at Plot No. 471, Haile Selassie Road in Masaki, P.O. Box 4550, Dar es Salaam, Tanzania.

Phone: 0744 700070 / 078473011
Email: agroupinvestmentltd@gmail.com

For the Agent:

TERRANOVA COMPANY LIMITED of P.O. Box 32078, Dar es salaam, Tanzania,
Office No. 201, Twiga House, 2ND Floor, Samora Avenue, Posta
P.O. Box 32078, Dar es Salaam, Tanzania.



IN WITNESS WHEREOF, parties have agreed the terms and conditions of this agreement by signing this agreement against their respective names as it appears herein below:-

SIGNED/SEALED and DELIVERED at Dar es Salaam by the
said **TERRANOVA COMPANY LIMITED**
This day of December, 2020.

AGENT'S SEAL/STAMP

1. NAME GEORGE PETER KALUSANCA
SIGNATURE [Signature]
ADDRESS P.O. BOX 32078 DSM
POSITION DIRECTOR OF FINANCE, ADMINISTRATION & BUSINESS OPERATIONS
2. NAME HASSAN MDASI MUSSA
SIGNATURE [Signature]
ADDRESS P.O. BOX 32078 DSM
POSITION LAND SURVEYOR



SIGNED/SEALED and DELIVERED at Dar es Salaam by the
said **ARABIAN GROUP CONSTRUCTION LIMITED**
This 20th day of December, 2020

PRINCIPAL'S SEAL/STAMP

1. NAME MOHAMED SHEHATA MOHAMED
SIGNATURE [Signature]
ADDRESS PLOT 471, HAILE SELASSIE ROAD, MASAKI
POSITION DIRECTOR
2. NAME MKIMBUKWA A MKOMBOZI
SIGNATURE [Signature]
ADDRESS MHC TANZIKA FLATS, BLOCK E9
POSITION CEO

BEFORE ME:

NAME John Mapando
SIGNATURE [Signature]
ADDRESS P.O. BOX 34674 DSM
POSITION ADVOCATE

