

LAND SALE AGREEMENT.

THIS AGREEMENT is made on this 10 day of MARCH, 2017

BETWEEN

MR. JUHUDI ANTONIO MWAMPESE of P.O Box 1320, Wami-Dakawa, Morogoro [hereinafter referred to as the “**the Vendor**” which expression shall include and extend to persons deriving title under the Vendor, his successors and assigns] of one part;

AND

MR. MANSULI JOHN MWAKALINGA, for and on behalf of TUKAONE PROJECTS LTD (a company dully registered under the laws of Tanzania) of P. O. Box 83, Wami- Dakawa, Morogoro [hereinafter referred to as “**the Purchaser**” which expression shall include and extend to his successors and assigns] of the other part.

- A. WHEREAS, the **Vendor** is the lawful and beneficial owner of all that piece or parcel of land situated at Wami - Dakawa, Mvomero District, Morogoro Region (hereinafter referred to as the property);
- B. WHEREAS, the **Vendor** is desirous of selling his piece of land and the **Purchaser** is desirous of buying the said property;
- C. AND WHEREAS, the **Vendor** and the **Purchaser** have already negotiated on the sale of the said property;

NOW THIS AGREEMENT WITNESSETH as follows:

1. The **Vendor** sells and the **Purchaser** buys the said property at a purchase price of 16,500,000 TZS (TANZANIAN SHILLINGS SIXTEEN MILLION FIVE HUNDRED THOUSANDS ONLY). The said sum has been fully paid to the **Vendor** by the **Purchaser** on this day of signing contract, whereas on 5th September 2016 when the **Vendor** first agreed on the sale of the property and signed the Commitment Agreement to sale the property the vendor received the amount of Tshs.1,000,000 TZS (TANZANIAN SHILLINGS ONE MILLION ONLY). Today the vender receives



15,500,000 TZS (TANZANIAN SHILLINGS FIFTEEN MILLION FIVE HUNDRED THOUSANDS ONLY), that makes the complete land purchase price of Tshs.16,500,000 TZS (TANZANIAN SHILLINGS SIXTEEN MILLION FIVE HUNDRED THOUSANDS ONLY), to be paid in full to the Vendor by the Purchaser. The Vendor acknowledges the receipt of the purchase price by signing of this sale agreement.

2. The sold property under this agreement is sized to fifteen (15) acres of land situated at Wami - Dakawa area in Mvomero District, Morogoro Region, the sketch of the property is bordered as follows:

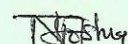
North: WAMI RIVER

East: FIELDS MOROGORO-DODOMA HIGHWAY

South: RICE

West: PLAIN FIELDS

3. That the Vendor guarantees that the property sold to the Purchaser is free from all encumbrances whatsoever and further that its description is believed and shall be deemed to be correct as disclosed or as apparent on inspection or search by each of them. Furthermore, the Vendor knows no overriding interests regarding the property
4. That in any case should the **Purchaser** be called upon to pay and/or discharge any liability owing to the property from the date of this agreement, as at the date of signature hereof, then and on that event the **Vendor** will immediately indemnify the **Purchaser** the whole of the money already paid together with an interest of 50% calculated from the date of this Sale Agreement to the date of full payment.
5. The **Vendor** hereby undertakes to deliver vacant possession of the property after execution of this Agreement and furnish the **Purchaser** with all documents evidencing title/ownership to the property, whereupon the **Purchaser** shall acquire ownership thereof and neither the **Vendor** nor its successors and/or agents shall have any interests or rights whatsoever over the same.
6. The Vender undertakes to assist the Purchaser in transferring the ownership to the Purchaser.



7. This Agreement constitutes the entire agreement of the parties and supersedes all previous negotiations, representations and Agreement aforementioned under clause number 01 of this agreement. No variations of this Agreement shall be effectual unless agreed in writing by all parties hereto.
8. That in case of any disputes arising from the ownership of the property by a third party (*Jus tertii*), the Vendor shall be required to indemnify the Purchaser of the purchasing price and pay compensation for any costs arising from the sale of the property under this Agreement.
9. This Agreement shall be interpreted under, and governed by, the laws of the state of United Republic of Tanzania.

IN WHITNESS WHEREOF and acknowledging acceptance and agreement of the foregoing, Seller and Buyer affix their signatures hereto in the manner and on the date hereafter appearing.

SIGNED AND DELIVERED AT MOROGORO ON THIS.....^{15th}.....DAY OF.....^{March}.....2017 BY THE SAID:

1. THE VENDOR

Signature:.....^{J. Antonio}.....
Name:.....^{JUTHUDI A. ANTONIO}.....
Postal Address:.....^{WAWI - DARAJA}.....

^{Antonio}

2. THE PURCHASER

SEALED with the Common Seal/stamp of
TUKAONE PROJECTS LIMITED,



In the presence

COMMON SEAL

Of witness this 10th day of March 2017

Signature: [Handwritten Signature]
Name: MANSILI JOHN MWAUMU GA
Postal Address: P.O. BOX 83 - Morogoro
Qualification: MANAGER - TUKAONE

BEFORE ME:

NAME: NAOMI JOSHUA

SIGNATURE: [Handwritten Signature]

ADDRESS: 11017 DAR ES SALAAM

QUALIFICATION: ADVOCATE

