

THE SOUL FUMBA

PURCHASE AND SALE AGREEMENT

(Regulated by the provisions of ZIPPA Act No. 10 of 2023)

BETWEEN

CPS LIVE LIMITED
(DEVELOPER)

AND

.....
(PURCHASER)

This agreement is made thisday of 20.....

BETWEEN

CPS LIVE LIMITED whose registered office is at P.O. Box 3564 Unguja-Zanzibar with registration number Z.0000048740 hereinafter below referred to as “The Developer” (which expression shall if the context so admits include their legal representatives, successors in title, assigns and agents) of the one part

AND

The Person(s) whose details are specified herein below and herein after throughout this Agreement referred to as “the Purchaser” of the other part.

PURCHASER’S DETAILS:

Full name of Purchaser:	
ID No:	

PRELIMINARY:

Whereas, the Developer is the owner and developer of the real estate project (“the Project”) located in Fumba within the Free Economic Zone more specifically identified under **Annexure CPS-1** (“the Site Plan”);

And

Whereas, Purchaser is desirous of purchasing an Apartment located/to be located within the Project area under the terms agreed herein below:

NOW IT IS HEREBY AGREED as follows:

Condition Precedents:

It is understood by the Purchaser that:

- A. By the Powers granted to Zanzibar Investment Promotion Authority acronym (ZIPA) under the Zanzibar Investment Promotion and Protection Act, No. 10 of 2023, a Certificate of Title to be granted to the Purchaser in relation to this Agreement will be issued by ZIPA and therefore the title herein automatically falls within the jurisdiction of ZIPA and not within the jurisdiction of the Ministry responsible for Lands;

- B. The Purchaser(s) Final Certificate of Title under paragraph 2.3 herein below granting ownership rights to the Apartment shall be in a form of a long term Lease of 99 years on to the occupancy and ownership of the Apartment only. The Purchaser will not be entitled to a freehold, right of occupancy or grant to the ownership of the said Apartment within the meaning of any other laws in Zanzibar or elsewhere.
- C. Full Purchase Price payable herein is exclusive of 5% facilitation fees, which shall be paid by the Purchaser to the Developer in addition to the Purchase Price simultaneous with execution of this Agreement; or simultaneous with the payment of the First Installment in an event the First Installment is not payable with execution of the Agreement.
- D. It is understood by the Purchaser that “reservation fee refund policy” as specified under the Reservation Agreement signed by the parties (if any) shall cease to apply upon execution of this Agreement and instead, the terms of refund as applicable under clause 5 of this Agreement shall become effective.
- E. It is understood and irrevocably agreed by both parties that all communication between the developer and the purchaser shall exclusively occur through the channels and means specified under **Annexure CPS-4**.

1. The Apartment:

1.1 Specifications:

The Developer shall develop, and the Purchaser shall purchase a fully fitted unfurnished Apartment (s) with the following Specifications and as described under **Annexure CPS-2**:

Purchaser ID:			
Product Type:			
Unit Type:			
Full Unit-ID:			
Unit No:		Building/Plot No:	Floor No:
Purchase Price:			
Right to exclusive/private use of the garden adjacent to ground floor Unit(s):	APPLICABLE / NOT APPLICABLE		

1.2 Handing Over:

- a) The Purchaser hereby irrevocably agrees and acknowledges that, the Developer shall have the right to handover and allow the Purchaser to occupy the Apartment herein purchased prior to payment of the full purchase price PROVIDED ALWAYS,
 - i. the Developer reserves the right to revoke the said occupancy rights at any time and initiate the eviction process from the said Apartment at the cost of the Purchaser in case of payment default as set out in Clause 2 below
 - ii. that damages to the apartment after handover do not have any effect to the payment of the remaining purchase price.
 - iii. Subject to clause 4.1, the purchaser shall not have any right to claim for damages after the handover and occupancy to the apartment.
- b) Failure by the Developer to hand over the Apartment latest within sixty (60) months from the date of issuance of the award letter shall amount to a material breach of contract unless otherwise agreed in writing by both parties, PROVIDED THAT delay in full payment of any installment that is due under clause 2.1 here below shall have the effect of postponing handover to the date as would be determined by the Developer.
- c) Should the Developer fail to hand over the Apartment within the time herein specified, the Developer shall be liable to pay the Purchaser an interest rate of 6% per annum on the amount that has been received by Developer from the Purchaser, such interest rate shall be applicable ONLY for the delay period PROVIDED THAT such delay is not occasioned by: acts or omissions of the Purchaser in performance of the Purchaser's obligations under this Agreement; and/or events of force-majeure¹ where in both cases the period shall be extended to the date as would be determined by the Developer.
- d) Unit access and handover guarantees the Purchaser the following stipulations:
 - i. the Developer undertaking to replace and/or repair, at its own costs, major structural construction defects of the Apartment herein purchased; and
 - ii. the Developer undertaking to replace and/or repair, at its own costs, major structural construction defects² of the infrastructure provided with the Apartment that may occur on the area under 1.1 herein

* This guarantee as described in Clause 1.2(d) above shall be valid for two (2) years only counted from the date of handing over of the Apartment to the Purchaser.

¹ "Events of Force Majeure" means an event beyond the control of the Developer preventing the Developer from complying with any of its obligations under this Contract, including but not limited to: act of God (such as, but not limited to, fires, explosions, earthquakes, drought, tidal waves and floods); pandemics, epidemics, war, hostilities (whether war be declared or not), invasion, act of foreign enemies, mobilization, requisition, or embargo; rebellion, revolution, insurrection, or military or usurped power, or civil war; riot, commotion, strikes, go slows, lock outs or disorder, unless solely restricted to employees of the Developer's Suppliers or Subcontractors; or acts or threats of terrorism.

² Major structural construction defects means defects that affect the load-bearing elements of the building

- e) The purchaser shall be allowed to inspect the Apartment before grant of access, and should there be minor structural defects that are badly in need of repair for the Apartment to be habitable, the Developer undertakes to repair the same, at its own costs, PROVIDED THAT such inspection by the Purchaser is made within one month counted from the date the Developer notifies the notifies the Purchaser of the intention to grant access to the Unit.
- f) Upon issuance of a certificate of completion by the developer to the purchaser, the purchaser shall avail oneself within 60 days for handover, upon expiration of which, a monthly fee 1\$ per sqm of the living area including balconies and terraces, in addition to Annual Fees shall be payable by the purchaser to ensure basic maintenance of the Apartment.
- g) Parties irrevocably agree all handover-related matters as per this clause shall be finalized two weeks after handover unless parties agree otherwise, failure of which will have the effect of waiver of the same.
- h) With the sole intent of protecting the value of the town and the Purchaser's unit, it is understood by the Purchaser that, the Town Manager will be carrying-out routine and regular inspections of the town and unit premises, where it is so identified that, the Purchaser's unit is uncared for, the Town Manager will notify the Purchaser with clear details on corrective action. In case the Purchaser is unable to take the corrective action after notification and reminder, the Town Manager is hereby authorised to undertake the corrective action with full indemnification and at the Purchaser's cost.

1.3 Usage

The Apartment herein purchased shall be for residential purposes only and to be used inline with the terms herein agreed. The Purchaser shall further comply with the area's Home Owners Agreement' and Policies as will be agreed by all owners in the same project area once the First Phase of the Project is finalized.

- 1.3.1 As a further Condition of Sale and use of the Unit herein purchased being used for residential purposes only, and for the duration of this Agreement and any resale thereof, the Owner may only lease out the Unit through the Developer's appointed and approved, official rental management company, hereafter referred to as the Rental Management Company, for the purpose of being placed in, and comprising part of any Apartment Rental Scheme for the purpose of conducting the Neighbourhood Business, on the terms of this Agreement: -
 - a. the Owner's Apartment or Unit;
 - b. the Owner's Parking Bay/s;
 - c. all furniture, fittings, equipment, implements, utensils, and articles in the Owner's Apartment and;

- d. the Owner's share of all equipment, implements, utensils and articles on or in the Common Property.

1.4 Term

The Developer irrevocably guarantees the Purchaser that Certificate of Title to be granted to the Purchaser under paragraph 2.3 herein shall be for a term of 99 years.

Provided that, the said lease can be revoked, cancelled and or terminated upon the Purchaser having breached any of the conditions under the whole of clause 1 to this agreement.

1.5 Annual Town Fees payable:

The Purchaser shall be responsible for the following annual town fees to the appointed Town Manager to be payable in advance on the 31st day of December of each year. Such payments do not form part and parcel of the Purchase Price:

1.5.1 Annual Town Operations fees of United States One Dollar and Ten Cent (\$1.10) per sqm per month for the Unit's total living area. More specifically, an annual fee total of $\{\$1.10 \times 12 = 13.20\} \times \text{number of square meters} = \dots\dots \text{USD}$ is payable in respect of..... square meters of living area.

a) With Sufficient payment of the Annual Town Operations fee as herein agreed, the appointed Town Manager irrevocably undertakes to perform the following services:

- Budgeting, accounting, and reporting on the use of the annual town operations fee
- Payment of the annual land Lease to the relevant government agency on behalf of the homeowner
- Maintenance of the project infrastructure including but not limited to the central water and sewage system, the power grid, the fibre optic network, the road network, and other common facilities
- Waste Collection and Management
- Town Security
- Urban facility management including but not limited to, outdoor swimming pools, parks, playgrounds, sports facilities and the collection of entrance and usage fees.
- Street cleaning and gardening for public areas
- Cleaning and maintenance of common areas of the town
- Management of the maintenance reserve
- Communicating and enforcing by-laws, policies, and regulations within Fumba Town

1.5.2 Annual **Property Service Fee** of United States Dollars Two (\$2.00) per sqm (..... **USD** per month) for the Apartment's total living area. More specifically **a total of** **USD** (.....square meters) is payable to the property service account as would be communicated by the Property Manager.

1.5.3 With Sufficient payment of the Annual Property Service fee as provided under clause 1.5.2, the Property Manager irrevocably undertakes to perform the following services:

- Full power backup
- Gym facilities
- 24/7 security
- Pool maintenance and usage
- Dedicated management

1.5.4 Annual Property Tax fee of currently **USD 22.00** shall be paid to the appointed Town Operations Company to be remitted to the respective Government authority.

1.5.5 The said Annual Town fees provided under clause 1.5.1 to 1.5.4 above shall payable annually in advance on the 31st day of December of each year.

1.5.6 The developer and/or the appointed Town Operations Company have the right to review the actual costs incurred and the collected Town operations fee at the end of each year for auditing purposes, which aims to prepare budgets and adjust fees as needed for the upcoming year. Budgets will be prepared in advance, and any adjustments to the Town Operations fees will be communicated to the property owners by the developer and/or the appointed Town Operations Company.

1.5.7 The first payment of the Annual Town Operations fee, Annual property tax and herein agreed shall become due one month after issuance of the certificate of completion for the Unit purchased.

* The Purchaser should note that utility bills such as electricity and water consumption shall be billed separately by the Government authorities or the company assigned with town operations management to do so, or the Developer as the case may be. Such costs do not form part and parcel of the annual Town Operations fee herein agreed.

1.5.8 Obligation to pay Annual Town Operations fee to the Town Manager as would be appointed by the developer and/or HomeOwners Association, in the manner as herein agreed shall at all material time remain mandatory and cannot be cancelled by the Purchaser. Such Obligation shall cease once the Developer hands over the Project area to ZIPA. The Purchaser is thereafter obliged to pay the annual Town Operations fee to ZIPA or to any other person as authorized by ZIPA at that time or to both ZIPA and such other ZIPA authorized person, provided that, total annual

Town Operations fee payable shall not exceed the fee herein agreed or as reviewed inline with clause 1.5.6 to this agreement

1.5.9 Failure by the Purchaser to pay the Annual Town Operations fee on dates as herein stipulated shall attract a 10% penalty for each month of delay on the amount outstanding at the end of each month. Should default continue for six (6) consecutive months without the written consent of town management or HomeOwners Association or ZIPA (depending on who will be the manager at the time) shall amount to forfeiture of leasehold rights and subsequently cause automatic revocation of Certificate of Title granted under Clause 2.3. The unit shall be sold to an interested third party and upon which, the Purchaser shall be entitled to recover 80% of the market value of the Villa at the time of forfeiture herein upon the town manager or HomeOwners Association or ZIPA having sufficiently received the equivalent amount from such third party

1.5.10 Unless ZIPA laws as at the date of execution of this Agreement are varied, amended and or repealed, no further statutory fees are to be payable to any other local authority. This sub -clause do not apply to any statutory immigration permits requirement.

1.6 Legal status

Upon payment of full Purchase price for the Apartment, the Purchaser holding Certificate of Title referred under paragraph 2.3 herein below will have the following rights and responsibilities:

- a) The Right to transfer, lease, mortgage or part with possession of the Apartment PROVIDED THAT: prior notification is sent to the Developer and/or ZIPA, and an approval is granted by ZIPA to that effect; and any such transfer, or lease shall not be finalized until all necessary fees in relation to such transfer or lease are made to ZIPA.
- b) The Certificate of Title shall be inheritable.
- c) The Right to the use of the common areas within the Project area as stipulated under the Home Owners Agreement and Policies upon completion of the First Phase of the Project.
- d) The Right to quiet and peaceful enjoyment of the Apartment for the period specified under the Certificate of Title.
- e) Not to subdivide the Land under the Certificate of Title to be issued unless prior notification is sent to the Developer and/or ZIPA and prior approval to that effect is granted by ZIPA.

- f) Not to alter the layout and specifications of the Apartment as specified under clause 1.1 during the term herein agreed to be granted under the Certificate of Title, unless such alteration is in line with the Building Policies to be provided by the Developer and advance alteration/building permit is sought and granted by ZIPA.
- g) To permit the Developer and/or ZIPA personnel, their agents and or workmen or others at all convenient times to enter and examine condition of the Apartment and the premises thereof provided that the Developer and/or ZIPA issue a reasonable advance notice.
- h) To repair and keep the Apartment in good tenable condition.
- i) To keep the surroundings of the Apartment clean and not to do any act or omission that might cause nuisance to other occupiers. It is strictly forbidden to leave any kind of articles or belongings including shoes or mattresses among other things within corridor areas of the main building whether directly outside the Apartment door or otherwise.
- j) To keep the surroundings of the Apartment clean and not to do any act or omission that might cause nuisance to other occupiers.
- k) Not to allow occupation with or without payment of prohibited persons.
- l) Not to conduct illegal activities within the premises.
- m) Not to keep any hazardous/dangerous materials within the Apartment, common areas and the Project Premises.
- n) To abide by all relevant Legislations, environmental laws and Free Economic Laws Applicable in Zanzibar.
- o) To pay for the fees as herein agreed.
- p) To ensure the provision of insurance service cover for the Apartment against fire, floods and/or any other accidents or natural calamities.
- q) In an event the Apartment is destroyed and/or damaged by whatsoever cause as provided in clause 1.6(p) herein above, the purchaser will be required to restore the Apartment in a state that it was in before the damage and such restoration shall be done within a reasonable time as will be agreed between the Purchaser and the Developer or ZIPA at the time

1.7 Disputes in relation to the Certificate of Title:

Any Disputes between ZIPA and the Purchaser in relation to the Certificate of Title, and administration, Management and Control of the Project Area herein shall be handled in line with the ZIPPA Act, No 10 of 2023 as amended from time to time.

2. **CONSIDERATION:**

2.1 Total Purchase Price of the Apartment herein purchased including 5% facilitation fees shall be payable in the following manner:

- a) The First installment payable shall be equivalent to the sum of 25% of the Purchase Price together with 5% facilitation fees. The said first installment shall become immediately due with the execution of this Agreement. Reservation Fees paid in advance (if any) by the Purchaser shall be offset against this Installment.
- b) The remaining 75% of the purchase price shall be payable in a manner as indicated herein under Annexure CPS-3 Payment Plan.

2.2 Upon sufficient receipt of the full First instalment amount under Annexure CPS-3, the Developer shall:

- a) Process and Acquire a Provisional Certificate of Title under the name of the Purchaser for the Apartment purchased Provided that:
 - i. The Provisional Certificate of Title shall be handed over to the Purchaser within **60 days** upon sufficient receipt of the First Installment payable as herein agreed in this Agreement;
 - ii. The Provisional Certificate of Title issued under paragraph 2.2 a) above shall not be transferred in any form without the written consent of ZIPA but shall be capable of being mortgaged or used as collateral to secure finances for the Purposes of fulfilling the payment structure under this agreement.
 - iii. The Developer may require the Purchaser to execute separate security documents charging the Certificate of Title as first security for any amounts that may be due to the Developer and to this end, the Purchaser grants the Power of Attorney to the Developer to execute any document on behalf of the Purchaser for the purposes of entering into any kind of arrangement at the satisfaction of the Developer with any third party for the purposes of recovering any amount payable by the Purchaser and Damages sustained (if any) due to such default.

- 2.3** The Developer shall cause for the Purchaser to be issued by ZIPA with the Final Certificate of Title for the Apartment herein purchased within sixty (60) days from the date of sufficient receipt of the Final Installment. Certificate of title under this clause shall replace the Provisional Certificate of Title issued to the Purchaser under clause 2.2 a) herein and it shall have the effect of granting the Purchaser all rights under paragraph 1.6 herein specified.
- 2.4** Notwithstanding what is provided under clause 2.2 a) (iii) herein, in an event the amount payable by the Purchaser herein is through Bank Financing, the Purchaser approves for the Provisional Title under clause 2.2 a) and/or the Final Title under 2.3 to be handed over directly to the equivalent Bank PROVIDED THAT the Bank is prepared to pay in advance, directly to the Developer, the full amount as agreed to be financed by the Bank.
- 2.5** All amounts payable to the Developer under this Agreement are net of Bank charges and shall be paid to a Bank account of the Developer's choosing to be communicated in writing to the Purchaser.
- 2.6** Failure by the Purchaser to pay any part of the purchase price as herein agreed shall attract a 3% penalty charge for each month of delay. Such Percentage shall be calculated on the total amount outstanding at the end of each month.

3. COVENANT:

3.1 THE DEVELOPER hereby covenants with the Purchaser as follows;

- a) Before and after Completion of this Agreement, to pay and discharge all land rents, taxes and duties, assignments and government or municipal impositions, charges and or outgoings whatsoever incurred within the entire Project Land.
- b) Subject to Clause 1.2 (a) herein, the Developer shall develop the Project as presented to the Purchaser and approved by ZIPA without fail and shall hand over the Apartment as per the approved specifications and on the time frame herein agreed.
- c) That the Developer is the sole, exclusive and legal owner of the Project and that the same is free from any encumbrances or any other third party claims.

3.2 THE PURCHASER hereby covenants with the Developer as follows:

- a) Subject to the terms of this Agreement, to use the Apartment for residential accommodation purposes only and for any other purpose as approved in writing by the Developer and other relevant Government authorities.

- b) To pay the Purchase Price in a manner herein agreed.
- c) To pay the Annual Town Operations fee and any other Government levies, fees, outgoings and/or charges imposed on the apartment by ZIPA, ZECO or any other Government authority.
- d) To ensure that all permits, licenses, approvals granted as a pre-condition for the grant of the Certificate of Title by ZIPA are kept up to date.
- e) To observe and abide by the covenants of this Agreement and comply with the relevant laws of Zanzibar.

4. **The Developer and the Purchaser hereby expressly agree and declare as follows;**

- 4.1 Once the Apartment is handed over to the Purchaser as herein agreed in this Agreement, if at any time thereafter, the Apartment or any part thereof is damaged or destroyed by any cause whatsoever other than the acts of willful negligence of the Developer or his servant or licensees and / or as a result of structural construction defects as envisaged under Clause 1.2 (d), the Developer shall not be liable to restore the Apartment and the Purchaser shall not be entitled to claim neither, compensation from the Developer on the same nor any benefits on the terms of the Guarantee.
- 4.2 Any notice or communication to the Purchaser shall be done through contact information herein provided under Annexure CPS-4 unless written notification on change of the same is sent to the Developer.

5. **TERMINATION:**

- 5.1 Without prejudice to any remedy that both parties may have against each other for breach or non-performance of this Agreement, the Purchaser may terminate this agreement on any of the following grounds:
 - a) If the Developer commits a breach of, or if any circumstances occur which amount to a breach of, any of the provisions of this agreement including any schedules and the provisions of any documents annexed to or referred to in any schedule connected to the performance of any of the terms or conditions contained in this agreement.
 - b) If the Developer is deemed to be bankrupt, or enters into bankruptcy proceedings, or becomes insolvent or enters into any arrangements with creditors that may affect the performance of this agreement.

- c) If the property under the Project is seized in execution or is attached by, under or pursuant to any court order obtained by or on behalf of any creditor; the Purchaser shall always have, concurrent with other Purchasers on the Project property, first ranking security over any other creditor to the Developer proportionate to the Apartment herein under this Agreement.
- 5.2 By the Purchaser (in absence of default by the Developer) by giving the Developer a minimum of 12 months notice of intention to terminate the agreement PROVIDED always that:
- a) the Purchaser will not be entitled to refund of any amount paid under this agreement; alternatively
 - b) Where the Purchaser within 30 days of Notice of Termination, acquires a third party who shall be willing to effectively and immediately take over the obligations under this agreement the Purchaser shall be entitled to recover 90% of the amount already paid in advance upon the Developer having sufficiently received the equivalent amount from such third party. Any penalty amounts paid or due to be paid by the Purchaser in line with clause 2.6 herein, and an amount equivalent to 5% facilitation fee as per clause C under Conditions Precedents Section herein earlier above in this Agreement, SHALL NOT form part and parcel of the refund.
 - c) Upon Purchaser's request and Developer's acceptance, the Developer, in efforts to assist the Purchaser, acquires a third party within the timeline as would be provided by the developer, who shall be willing to effectively and immediately take over the obligations of the Purchaser under this agreement and pay the full Purchase Price of the Apartment as herein Agreed, then the Purchaser shall be entitled to recover 90% of the amount already paid in advance upon the Developer having sufficiently received the equivalent amount from third party. Any penalty amounts paid or due to be paid by the Purchaser in line with clause 2.6 herein, and an amount equivalent to 5% facilitation fee as per clause C under Conditions Precedents Section herein earlier above in this Agreement, SHALL NOT form part and parcel of the refund.
- 5.3 By the Developer, with or without notice and without affecting the rights of the Developer under this Agreement, if the Purchaser fails to pay any part of the purchase price herein agreed in the manner and on the dates as specified therein and the default continues for 60 or more days from the date the same became due.
- 5.4 In the event the Developer and or the Purchaser, as the case may be, and within a reasonable time of Notice of Termination, acquires a third party who shall be willing to effectively and immediately take over the obligations of the Purchaser under this agreement and pay the full purchase price of the Unit as herein Agreed, then the Purchaser shall be entitled to recover eighty percent (80%) of the amount already paid in advance upon the Developer having sufficiently received the equivalent amount from

such third party. Any penalty amounts paid or due to be paid by the Purchaser in line with the terms of this agreement, and an amount equivalent to five percent (5%) facilitation fee set forth under Conditions Precedents Section herein earlier above in this Agreement, SHALL NOT form part and parcel of the refund.

- 5.5 Subject to: 1) payment of the full Purchase Price as provided under Condition Precedents C and Annexure CPS-4 by the Purchaser, the Developer SHALL not terminate this agreement before its completion.

A premature termination of this agreement by the Developer that is not related to: Default by the Purchaser, Government compulsory acquisition, Events of force majeure, or not falling within the conditions of this sub clause 5.4 as a whole **shall not** be valid unless a minimum of 12 months notice has been granted to the Purchaser and sufficient payment is made to the Purchaser of an amount equivalent to either the market value of the Apartment at the time of termination where construction is completed, or the amount paid in advance under clause 2 without interest/penalties whichever is higher.

- 5.6 It is agreed by both parties that conditions of termination under clause 5.1 to clause 5.4 shall cease to be applicable with Apartment handover provided that on the part of the Developer, the same terms shall continue to be effective as against the Purchaser if at the time of such hand over, the Developer has not received full Purchase Price and any associated costs payable in this agreement from the Purchaser.

6. FORCE MAJEURE:

A Party shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to the other party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from events of force majeure or any other cause or causes beyond such Party's reasonable control. Such party shall give notice to the other on the occurrence of events of force majeure. Should the events of force majeure continue for a period of 3 months parties can terminate this agreement as agreed herein.

7. AMENDMENT:

Neither this Agreement nor any annex hereof shall be modified, repelled, and or replaced except by an instrument in writing signed by both parties.

8. ENTIRE AGREEMENT:

This agreement including its Annexures constitutes the entire agreement between the parties and supersedes any other Agreement and or arrangements; oral or written that might have been agreed by the parties in relation to the Apartment herein referred prior to the execution of this agreement.

This Agreement is inheritable on the part of the Purchaser and binds all Purchaser's heirs, legal representatives and assigns.

9. DISPUTE RESOLUTION:

All disputes, differences and questions which may at any time arise between the Developer and the Purchaser or their respective representatives, touching upon or arising from or in respect of this Agreement or the subject matter thereof shall be settled amicably through consultation between the two parties. Should amicable consultations fail, then any such dispute shall first be referred to arbitration in accordance with the Arbitration Laws in force before the same can be referred to the Jurisdiction of the competent Courts in Zanzibar.

Parties irrevocably agree for each to bear its own costs associated with dispute settlement.

10. CONFIDENTIALITY:

The content of this agreement shall be treated as confidential except as provided and required by applicable laws or court order.

11. GOVERNING LAW:

This agreement shall be governed by the laws of Zanzibar.

For: the Developer

Name:
Sign & Stamp:
Date:

For: The Purchaser

Date:
Sign:
Name:

For: Witness

Date:
Sign:
Name:

Verified & Approved by:

.....

Executive Director,
Zanzibar Investment Promotion Authority

[illegible]

Annex CPS-4 Communication & Notices

Any communication made or notice or other document to be served under this Agreement by either Party shall be delivered or sent by registered mail and/or email to the underlined address:-

Purchaser:

Postal Address	States / Province:
Street:	ZIP Code:
City:	Country:
Physical address	States / Province:
Street:	ZIP Code:
City:	Country:
Email:	Mobile:
Postal Address	States / Province:
Street:	ZIP Code:

Next of Kin:

Name:	
Email:	
Mobile:	
Postal Address	States / Province:
Street:	ZIP Code:
City:	Country:

Annexure CPS-3 Payment Plan

Annex CPS-2 Unit Specifications