

WIZARA YA ARDHI, NYUMBA NA MAENDELEO YA MAKAZI

Anwani ya Simu: ARDHI  
Simu: 022 2121241- 9  
Makao Makuu)



Ofisi ya Msajili wa Hati  
Kanda ya Ziwa  
S.L.P 1101  
Mwanza

Simu 028 2502012 (Mwanza)

Unapojibu tafadhali taja:  
Kumb. Na. LR/MZ/T/.....

Tarehe: 27/05/2020

Ndugu: ARDHI Mwanza  
Box 5162  
Mwanza

Yah: SHERIA YA USAJILI WA ARDHI (SURA 334)

HATI NA. .... LR MWANZA L.O. NA. 664362  
KIWANJA NA. P.5 KITALU INDUSTRIAL  
.....


Hapa nafungasha hati yako ya kumiliki ardhi iliyotajwa hapo juu. Tafadhali saina fomu  
Na. L.R. 53 iliyoambatanishwa na hati yako, pia unaombwa usibadilishe chochote kile au  
kuifanyia lamination bila ridhaa ya ofisi ya Msajili wa Hati.


Wako ndugu Mtumishi mtifu,



MSAJILI WA HATI MSAIDIZI  
KANDA YA ZIWA

Certified True Copy of the Original  
27/05/2021  
Sign: GODWIN FELICIAN Y. MUG...  
Advocate, Notary Public & Commissioner for Oaths

TITLE No. 85060  
ON  
08-04-2020  
at 01:00 P.M.  


LAND TRANSFER ACT  
Stamp Duty Paid 100/= Paid  
Revenue No. 626776  
of 06-11-1987 Issued.  


THE UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF OCCUPANCY  
(Section 9 of the Land Ordinance)

The 2nd day of April two thousand  
and Twenty

Certified True Copy of the Original  
Date 27/05/2021  
Sign: GODWIN FELICIAN M. MAGE  
Advocate, Notary Public & Commissioner for Swearing

TITLE No. 85060

THIS IS TO CERTIFY that ABEED MINAZ MANJI of P.O. Box 2162, Mwanza (hereinafter called "the Occupier") is entitled to a Right of Occupancy (hereinafter called "the Right") in and over the land described in the schedule hereto (hereinafter called "the Land") for a term of **ninety nine** years from the first day of October, one thousand nine hundred **eighty seven** according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made there under and to any enactment in substitution thereof or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2020 shall thereafter pay rent of shillings **three millions seven hundred ninety nine thousand seven hundred fifty (Tshs. 3,799,750/=)** only, a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
  - (i) Maintain on the Land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the Hemela Municipal Council (hereinafter called "the Authority");
  - (ii) At all time during the term of the Right have on the land buildings approved by Authority and maintain them in good order and repair to the satisfaction of Commissioner for Lands (hereinafter called "the Commissioner");
  - (iii) Not to erect or commence to erect on the land any building except in accordance with building plans and specifications which shall have been first approved by the Authority;

LAND TRANSFER ACT  
Stamp Duty Paid 135/= Paid  
Revenue No. 626776  
of 06-11-1987 Issued.

- (iv) Be responsible for the protection of all beacons on the land throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupier's expenses as assessed by the Director of Surveys and Mapping.

Approval of plans of any building by the Authority shall not imply that the Construction of such a building will satisfy the Occupier's obligation under the conditions of the Right and shall not imply waiver or modification of any condition in the Right.

3. (i) The Occupier shall not subdivide the land or assign, sublet or otherwise dispose of or deal with the whole or any part of it or any Building on it without the previous written consent of the Commissioner provided that the consent of the Commissioner shall not be necessary;  
to a single sub-letting of the whole of land where the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right.
- (ii) Occupation or use of whole or any part of the land or building on it by any person other than Occupier or her employees, or agents or contractors or members of the household shall be deemed dealing with the land or buildings.

4. Except as hereinbefore provided the Commissioner shall have an absolute discretion to give or withhold consent under condition 3.

5. The Occupier shall pay to the Minister on demand made by the Commissioner on his behalf:-

- (i) any further fees or stamp duties which may be discovered to be payable by the Occupier in connection with the Right;
- (ii) an amount equal to any contribution in lieu of rates which may be payable by the Government for the land during the term of the Right.
- (iii) such some as the commissioner shall assess as a proper share payable for the land of the cost of making up the road or improvement of the same upon which the land fronts abuts or adjoins, whether such demand is made before during or after such making or improvement there of. This condition does not oblige the Government to make or improve roads.

6. User: The land and the buildings erected thereon shall be maintained and the same shall be used for Special Industrial purposes only; Use Group 'N' Use Classes (a), (b) and (d) as defined in the Town and Country Planning (Use Classes) Regulation, 1960 as amended in 1993.

7. The president may revoke the Right for good cause or in Public interest.

ILEMELA MUNICIPALITY

INSET SHOWING DETAILS OF THE PLOT



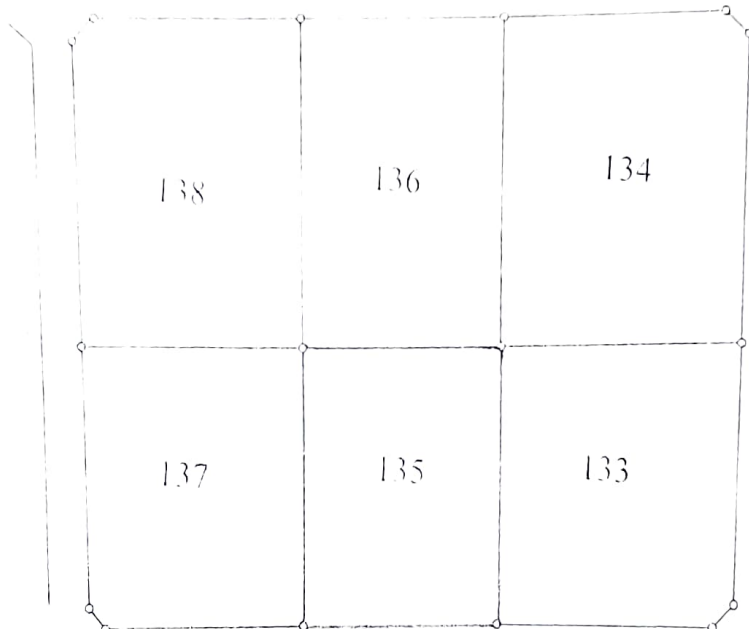
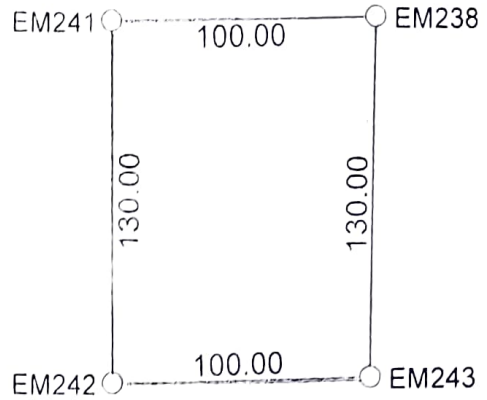
LOCATION: NYAKATO.....

BLOCK NO: NYAKATO INDUSTRIAL.....

PLOT NO: 135.....

L.O.NO: 66-1562.....

AREA: 13000 SQM.....



*Certified True Copy of the Original*  
Date: 22/05/2021  
Sign: GODWIN FELICIAN  
Advocate, Notary Public & Commissioner for

This plan prepared in accordance with Registered Plan No.....27317.....is approved for the purpose of the Land Registration Ordinance.

For Director of Surveys and Mapping.

Date: 21/12/2019

Ministry of Lands and Human Settlements  
Development Dar es Salaam.

The issue of this plan implies no guarantee or admission of title by the Government.

SCHEDULE

All that land known as Plot No. 135 Block 'Nyakato Industry ~~area~~' situated at Nyakato in Hemela Municipality containing thirteen thousand (13000) square meters shown for identification only edged red on the plan attached to this certificate and defined in registered survey plan number 27317 deposited at the office of the Director for Survey and Mapping in Dar es Salaam.

NIMKALE

GIVEN under my hand and seal and by Order of the Minister the day and year first above written.

*[Handwritten signature]*

ASSISTANT COMMISSIONER FOR LANDS.

I, the within named ABEED MINAZ MANJI hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said )  
ABEED MINAZ MANJI who is known )  
to me personally/identified to me by )  
..... )  
the latter being known to me personally in my )  
presence this ..... day of ..... 2019 )

Witness' )

Witness' name..... )

Signature..... )

Postal Address..... )

..... )

Qualification..... )

*[Handwritten signature]*  
Certified True Copy of the Original  
22/05/2021  
Notary Public & Commissioner for Oaths  
GODWIN FELICIAN V. AJAGC  
Advocate, Notary Public & Commissioner for Oaths



Dated this 22nd day of May, 2021  
THE LAND ACT (CAP 113 RE 2002)

AND

THE LAND REGISTRATION ACT  
(CAP. 334 R.F. 2002)

AGREEMENT FOR SALE OF A RIGHT OF OCCUPANCY

CERTIFICATES OF TITLE NO. 85060 LR MWANZA

LAND OFFICE NUMBER 664562 PLOT NUMBER 135, BLOCK  
NYAKATO INDUSTRIAL II/EMEA MUNICIPALITY.

BETWEEN


ABEED MENAZ MANJI

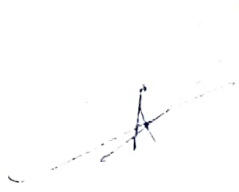
AND

UNIT FRESH FOOD LIMITED

DRAWN BY:  
IPC Legal Advocates  
4<sup>th</sup> Floor, Kenilworth  
PSNSI Plaza,  
Kenyaatta Road,  
P.O.Box 1629, Mwanza.  
Web: [www.ipelegal.co.tz](http://www.ipelegal.co.tz)  
Email: [info@ipelegal.co.tz](mailto:info@ipelegal.co.tz) or [stelmer@yahoo.com](mailto:stelmer@yahoo.com)

Certified True Copy of the Original

27/05/2021  
Sign:   
GODWIN FELICIAN  
Advocate, Notary Public & Commissioner of Oaths



THIS AGREEMENT is made as of the 22<sup>nd</sup> day of May 2021

BETWEEN

**ABEED MINAZ MANJI** of P.O.Box 2162 Mwanza ( hereinafter referred to as '**the vendor**' ) which expression shall where the context so permits include the successors and heirs in title on the one part

AND


**U – FRESH FOOD LIMITED** a limited liability company incorporated in the United REPUBLIC OF Tanzania under the Company's Act CAP 212 of 2002 of P.O.Box 14004 Dar - Es - Salaam (hereinafter referred to as '**the purchaser**') which expression shall where the context so permits include the successors and assigns in title on the other part

**WHEREAS:**

- A. The vendor is the registered owner of all Land known as Plot number 135 Block Nyakato Industrial Hemela Municipality comprised on certificate of title numbers 85060 constituting Thirteen Thousand (13000) square meter in area which said piece of land is shown for identification only edged red on the plan attached to the certificate of occupancy and defined on the registered Survey Plan Numbers 27317 deposited at the office of the Director for Surveys and Mapping at Dar-Es-Salaam and being the land comprised in the said certificate of occupancy for the term of Ninety Nine (99) years from the 1<sup>st</sup> day of October One Thousand Nine Hundred Eighty Seven (1987) together with the fixtures and improvements erected and maintained thereon ( the said piece of land together with the fixtures, erections and improvements shall hereinafter collectively be referred to as '**the property**' )
- B. The Vendor is desirous and willing to sell the property to the purchaser and the purchaser is desirous and willing to buy the property at the price and on the terms set out below

**WHEREFORE** IN CONSIDERATION of the mutual covenants and agreements hereinafter setforth and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged the parties agree as follows:

1. Upon and subject to the terms and conditions of this agreement, the vendor as legal and beneficial owner hereby sells to the Purchaser and the Purchaser purchases and acquires the property from the Vendor for Investment purpose at the price set out below.
2. The interest sold is the right of occupancy of the property of the vendor from the Government of the united Republic of Tanzania



2




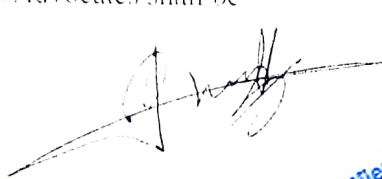
Certified True Copy of the Original  
Date: 29/05/2021  
Sign:   
GODWIN FELICIAN & ASSOC  
Advocate, Notary Public & Commissioner for V.O.

3. The purchase price of the property is Tanzania Shillings Five Hundred Eighty Million Only (Tshs 580,000,000)
4. The purchaser shall pay the Vendor 90% of the purchase price in clause 3 above within one week time from the date of signing this agreement by Electronic Fund Transfer into the vendor's bank account provided hereinbelow. The remaining 10% balance shall be paid via the same account upon the Vendor signing surrender deed at the office of the Assistant Commissioner For Land Mwanza

For purposes of this clause the Vendor's account is:

Name: ABED MINAZALI MANJI  
A/N: 7149797001  
Bank details: DTB Bank  
Branch: Mwanza Main Branch  
Swift code: DTBTZ1Z

5. In the event the Purchaser fails to pay 90% of the purchase price within the prescribed period in clause 4 above, the vendor shall be entitled to rescind this contract. Upon rescission, the Purchaser's Advocate shall return the Original Title deed to the Vendor's Advocate and all agreements signed shall be deemed to have terminated forthwith subject however to the vendor's right to sell the property to another buyer
6. The property sold is neither mortgaged nor encumbered in whatever form and the Vendor declares and states that the property is sold free from any mortgages, charges, or any other security interests, restrictions, cautions, overriding interests, inhabitations, equities, quasi- easements, rights of light and all other encumbrances whatsoever.
7. Any land rent and property tax as of the date of signing this agreement and Capital Gain Tax and valuation costs payable on the transfer of the property from the vendor to the purchaser shall be for the account of the vendor and any other charges such as stamp duty, notification and approval fee, registration fee premium and derivative right fee shall be on the account of the Purchaser
8. The Vendor shall deliver original title deed to and shall remain under the purchaser's Advocate on the date of signing this agreement. The original duly signed transfer documents shall remain under the custody of the Vendor's Advocate until the purchaser transfers 90% of the purchase price in clause 3 and 4 above into the vendor's account. Upon that payment the Vendor's advocate shall hand over signed original transfer documents to the purchaser's Advocate in order to initiate transfer process. Each party shall retain own original copy of sale agreement on the date of signing this agreement. For purposes of this clause, the Vendor's and Purchaser's Advocates shall be

**Certified True Copy of the Original**  
Date: 29/05/2021  
Sign:   
**GODWIN FELICIAN FWAJASE**  
Advocate, Notary Public & Commissioner for Oath

Vendor: Judith Nyaki (Advocate - Roll Number 3479)  
Hakika Advocates,  
Plot Number 55 Block 'B'  
Along Nera/Seleman Street,  
P.O.Box 883, Phone +255768205514  
Mwanza

Purchaser: Justades Angelo (Advocate - Roll Number 1609)  
IPC Legal Advocates,  
6<sup>th</sup> Floor, PSSSE Plaza, Rear Wing,  
P.O.Box 1629, Phone +255765401303,  
Kenyatta Road,  
Mwanza

9. The DULLY signed transfer documents that shall be handed over to the Purchaser's Advocate by the vendor's advocate as agreed in clause 7 above shall be

- (a) Instruments of transfer executed by the vendor and the purchaser in Triplicate (Land Form number 35)
- (b) Land forms number 29 and 30 executed by the vendor in triplicate
- (c) Certified copies of the Vendor's ID
- (d) The Vendor's Spouse Consent
- (e) Original current Land Rent Receipt


10. The vendor hereby irrevocably and unconditionally represents, warrants and confirms that:

- (a) There is no dispute in respect of the property, access to the property or its boundaries with the owners of the adjoining properties
- (b) The property was not used for any public purposes and has not been set aside for any public purpose or to provide any public utilities
- (c) The vendor is the sole legal and beneficial owner of the property
- (d) No person has raised any claim or disputed the validity of the grant of the property to the Vendor and/or the right of any person to occupy and develop the property and;
- (e) No person has raised any claim or dispute against the Vendor the success of which entitles the claimant to proceed against the property

Certified True Copy of the Original  
Sign:  Date: 27/05/2021  
GODWIN FELICIAN K. O. O.  
Advocate, Notary Public & Commissioner of Justice

11. The Vendor hereby unconditionally and irrevocably confirms and warrants that all the terms and conditions affecting the property have been complied with and that neither the vendor nor any other person has breached any of the said terms and conditions affecting the property and the Vendor hereby further irrevocably and unconditionally warrants and confirms that he will continue to comply with all the said terms and conditions affecting the property until the DATE OF SIGNING SURRENDER DEED and that no person other than the Vendor has any right or title to the property and the property has not been and will not be allocated to any other person
12. Without prejudice to any of the purchaser's other rights under this agreement, if it comes to the knowledge of the Purchaser prior to the signing of Surrender deed by the Vendor, that any fact is inconsistent with the warranty given by the vendor pursuant to the provisions of clauses 10 and 11 above or which may cause the said warranties to be untrue, misleading or breached, and that such inconsistency, breach and/or misleading and false warranty damages the Purchaser's interest in the property, the Purchaser shall be entitled to rescind this agreement and upon rescission the Vendor hereby agrees and undertakes to forthwith refund to the Purchaser all monies paid to or for the account of the Vendor by or on behalf of the purchaser within 7 calendar days from the date of the rescission. In the event the Vendor fails to refund all moneys within the agreed time, the purchaser shall charge 5% interest per Every Month (30days) delayed as liquidated damage until full refund.
13. Under no circumstances shall either party make any public disclosure about the transaction prior to the date of signing surrender deed by the Vendor unless that disclosure is legally mandated
14. The Vendor hereby undertakes to indemnify and keep indemnified the Purchaser against all actions, claims, proceedings, costs and damages and legal costs and other expenses arising out of any breach of the warranties given by the Vendor pursuant to the provisions of this agreement or out of any claim by a third party based on any facts which if sustained constitutes such a breach.
15. This agreement is limited to the purchase of the property as set forth in this agreement and the Purchaser assumes NO liabilities of whatsoever form against the Vendor
16. Any condition of this agreement which is capable of being performed after but which has not been performed at or before the Vendor signs surrender deed and all warranties and indemnities contained in or entered pursuant to this agreement shall remain in full force and effect notwithstanding the closure of the agreement
17. This agreement shall be governed, construed under and in accordance with the provisions of the Laws of the United Republic of Tanzania



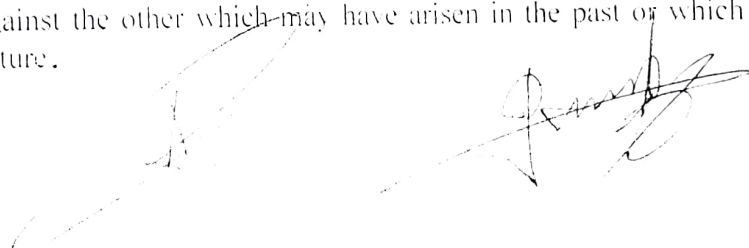
Certified True Copy of the Original  
Date: 27/05/2021  
Sign:   
GODWIN FELICIAN #33463  
Advocate, Notary Public & Commissioner for

18. Dispute resolution clause. In the event of any dispute, claim, question or disagreement arising from or relating to this agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of 30 days, then upon notice by either party to the other, all disputes, claim, question or disagreement shall be determined under the laws and by the court of competent jurisdiction in of the United Republic of Tanzania

19. In the event any one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, that invalidity, illegality or unenforceability shall not affect any other provisions. This agreement shall be construed as if the invalid, illegal or unenforceable provision had never been contained in it

20. No agreement varying, adding to, deleting from or cancelling this agreement and no waiver whether specifically, implicit or by conduct of any right to enforce any term of this agreement, shall be effective unless reduced into writing and signed by or on behalf of the parties.

21. No indulgence granted by a party shall constitute a waiver of any of that party's rights under this agreement; accordingly, that party shall not be precluded as a consequence of having granted such indulgence, from exercising any rights against the other which may have arisen in the past or which may arise in the future.



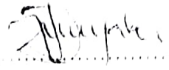
Certified True Copy of the Original  
Signed:  Date: 22/05/2021  
GODWIN FELICIAN v. AJAGG  
Advocate, Notary Public & Commissioner for Courts

IN WITNESS WHEREOF this agreement is hereby duly executed and sealed by the parties hereto as of the day and year first hereinbefore written

**THE VENDOR**

SIGNED and DELIVERED at MWANZA by the said )  
ABEED MINAZ MANJI (who is known to me identified)  
to me by ..... the latter being known )  
to me this ..... day of ..... 2021)

  
.....  
VENDOR

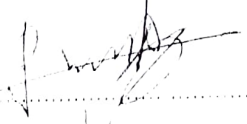
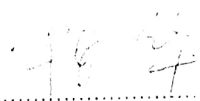
Before:  
Signature :   
Name : JUDITH NYAKI  
Address : S/B MWANZA  
Designation : ADVOCATE



**THE PURCHASER**

SEALED with the COMMON SEAL of the said )  
U – FRESH FOOD LIMITED )  
and DELIVERED at MWANZA in our presence )  
this ..... day of ..... 2021 )

SEAL

Signature :   
Name : JUDITH NYAKI  
Address : P.O. BOX 19054 DSM  
Designation : DIRECTOR  
Signature :   
Name : CHEN MWA  
Address : .....  
Designation : Manager

Certified True Copy of the Original  
Date: 29/05/2021  
Sign: GODWIN FELICIAN MWAJICA  
Advocate, Notary Public & Commissioner for Justice



# REQUEST FORM FOR CUSTOMER FUNDS TRANSFER

Serial No. \_\_\_\_\_ TT  TIME SUBMITTED \_\_\_\_\_  
 PEP. NO / CHEQUE NO. \_\_\_\_\_ TISS  DATE 26.05.2021  
 Kindly Make the Following Transfer on My/Our Behalf I/we have read and Agree to be bound by the terms & Conditions Overleaf

**Remitter's Details**  
 Remitter's Name: FRESH FOOD LIMITED  
 Branch Name: NBC TEGETA  
 Physical Address & Country: P O BOX 14004 DDM

Branch Code: 086  
 Account Number to be debited: 086103001127  
 Tel Number: 0757333339  
 E-Mail: \_\_\_\_\_

**TRANSFER DETAILS: (How much do you want to send?)**  
 Payment Currency: TZS  
 Amount in words: BILLION MIA LANG MIHIRINI NA MBILI TU Payment Amount in Figures: 522,000,000  
 Value Date: \_\_\_\_\_  
 Special Exchange Rate (if applicable): \_\_\_\_\_ Deal ID of Special Rate (if used): \_\_\_\_\_

**BENEFICIARY DETAILS**  
 Name: ABEED MINAZALI MANJI  
 Beneficiary Physical Address: P.O. BOX 2163 MWANZA  
MWANZA MAIN BRANCH  
 Country: TANZANIA  
 Beneficiary Bank & Branch: DIB BANK, MWANZA MAIN BRANCH  
 Beneficiary Bank's Country: TANZANIA  
 Beneficiary Bank's BIC Code/SWIFT Address: DIKETZTZ  
 Purpose of Payment: PURCHASING LAND IN MWANZA

Account Number: 7149797001  
 OR  
 IBAN: \_\_\_\_\_  
 ABA Fed wire: \_\_\_\_\_

Intermediary Bank: \_\_\_\_\_  
 Charges to be Paid by: Remitter  SHARE  BENEFICIARY

**PLEASE TICK IN THE APPROPRIATE BOX ACCORDINGLY (THIS IS MANDATORY)**  
 I/we agree that the bank accepts no responsibility for any loss, delay, error, omission or transposition or for its interpretation or receipt including failure to properly identify the persons mentioned in the message. I/we agree to indemnify the bank from and against any actions, claims, demands, liability loss, damages or expenses of any nature arising out of or in connection with any request of fund transfer pursuant to this authorization, nor the bank's employees or agents, or consultants on the part of the bank or its employees or agents.

Remitter's Signature & Stamp

**NBC LIMITED**  
**CUSTOMER SERVICES**  
 26 MAY 2021  
**DEPARTMENT**  
 TEGETA BRANCH 071586, D1 Salama

Branch Signatures & Numbers

**TO BE COMPLETED BY THE BRANCH (FOR INTERNAL USE ONLY)**  
 Received From: EMMANUEL LECCAS  
 Name & ID: \_\_\_\_\_  
 Signature: [Signature]  
 Customer Name: FRESH FOOD LTD  
 Amount Remitted (Currency): \_\_\_\_\_  
 Date Applied: \_\_\_\_\_  
 Deal ID: \_\_\_\_\_  
 ZS Local Equiv: \_\_\_\_\_  
 Commissions/Charges: \_\_\_\_\_  
 Total Amount: \_\_\_\_\_  
 EST REF: \_\_\_\_\_  
 Ref No: \_\_\_\_\_

**To be Completed by Head Office**  
 Call Back Done with (Client Name): \_\_\_\_\_  
 Credited Number: \_\_\_\_\_  
 Time: \_\_\_\_\_  
 Call Back Date: \_\_\_\_\_  
 Call back Done by (Staff Name): \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Estimated to Call: \_\_\_\_\_

Certified True Copy of the Original  
 Sign: [Signature] Date: 27/05/2021  
**GODWIN FELICIAN KAJAGI**  
 Advocate, Notary Public & Commissioner for Oaths

Certified True Copy of the Original  
 Sign: [Signature] Date: 27/05/2021  
**GODWIN FELICIAN KAJAGI**  
 Advocate, Notary Public & Commissioner for Oaths