

**SALE AGREEMENT**

**BETWEEN**

**SADIKI ALLY SHEKIMWERI**

**AND**

**FRUITTANZ Ltd**

**IN RESPECT OF PLOT NO. 132 BLOCK "A" NEW KOROGWE AREA, KOROGWE  
TOWN COUNCIL, CONTAINING 1,769.00 SQ. M**

## SALE AGREEMENT

Made under Cap 113 R.E 2002.

THIS AGREEMENT is made at KOROGWE this <sup>H</sup> 25<sup>th</sup> day of July 2020

### BETWEEN

**SADIKI ALLY SHEKIMWERI**, a natural person living and working for gain in Korogwe Town Council of **P.O BOX 98 KOROGWE, TANGA, TANZANIA** (hereinafter called the "Vendor" ( Which expression shall include wherever applicable, his legal representatives and assigns) of the one part;

### AND

**FRUITANZ Ltd**, a registered Company established by Act of Parliament, to wit, the Companies Act Cap 212 R.E 2019, conducting its business at Korogwe Town Council, **P.O. BOX 223, KOROGWE, TANGA, TANZANIA**, hereinafter called the "Purchaser".

**WHEREAS:** the Vendor is a registered owner of **Plot No. 138 Block "A" NEW KOROGWE AREA**, Korogwe Town Council (hereinafter referred to as "the Property")

**AND WHEREAS** the Vendor has agreed with his wife namely **Mrs. SAUMU BORI** to sell the said land to the Purchaser and the wife has agreed that the land to be sold to the purchaser

**AND WHEREAS** the Purchaser is desirous and willing of purchasing the property from the Vendor for a consideration of **Tanzanian Shillings eleven millions fifty six thousand two hundred and fifty only (Tshs 11,056,250/=)** hereinafter referred to as "**Purchase price**" on the terms and conditions hereinafter appearing:

**NOW THIS AGREEMENT WITNESSETH** as follows:-

1. That subject to the Vender's agreement with his wife namely Mrs. SAUMU BORI, the **Vendor** will sell and the **Purchaser** will buy the property subject to the terms and conditions hereinafter stipulated but otherwise free from all encumbrances whatsoever at the purchase price aforementioned.
2. That on the day of signing this Agreement the **Purchaser** shall have paid to the **Vendor** a total sum of **Tanzania Shillings eleven millions fifty six thousand two hundred and fifty Only (Tshs 11 056 250/=)**

3. That the Purchaser shall make payment of the purchase price to the Vendor's CRDB account number 01J1044709501 appearing in the name of the Vendor on the date of signing this agreement
4. That the Agreement and the Deed of Transfer of the said property from the **Vendor** to the **Purchaser** shall be subjected to the CONSENT of the parties concerned or duly Authorized in that behalf being recorded to this disposition and in the event such consent shall be refused the parties shall revert to their original position and any monies paid or deposited by the Purchaser hereunder shall be refunded to her.
5. That on receiving the payment stipulated hereof the **Vendor** shall hand over the property to the **Purchaser** and relinquish all original documents pertaining to the said property to the **Purchaser** and Purchaser will pass through Tanzania Investment Centre (TIC) to obtain Derivative Rights
6. That the **Vendor** covenants with the Purchaser to pay, satisfy and discharge all outgoing and liabilities in respect of the property until vacant possession of the property thereof shall have passed to the Purchaser and also the Vendor undertakes to indemnify the purchaser against all actions, proceedings, claims and demands arising out and in connection with or incidental to the breach of the Vendor of his undertaking the covenants herein contained and the final delivery of vacant possession.
7. That the parties hereto agree that they shall simultaneously with the execution hereof execute a Deed of Transfer for the conveyance of the said property from the Vendor to the Purchaser and shall use their best endeavors to seek and obtain or cause to be sought and obtained the concerned parties or duly authorized in the behalf.
8. That the Purchaser shall bear the stamp duty, all taxes, legal fees, official search fees and other disbursements arising out of and in connection with or incidental to the completion of this Agreement and the Deed of transfer.

**IN WITNESS WHEREOF** the said have hereunto set their respective hands in the manner, day and year hereinafter appearing.

**SIGNED and DELIVERED** at KOROGWE by **SADIKI ALLY SHEKIMWERI** who is known to me personally/ identified to me by ..... the latter being known to me personally in my presence this <sup>25<sup>th</sup></sup> Day of July ..... 2020.  
**Before Me:-**



*Sadiki*

VENDOR

*W. M. M. M. M.*





THE UNITED REPUBLIC OF TANZANIA  
**MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENTS DEVELOPMENT**  
**ACKNOWLEDGEMENT OF PAYMENTS**

Tel: No. 022 2121342-8  
 Fax: No. 022 2124576  
 E-mail: cl@ardhi.go.tz  
**In reply please quote:**  
 Ref. No. LD/KTC/LD.6278

Land Administration Division  
 P.O. Box 9230,  
 DAR ES SALAAM.

**Date:** 09/07/2020

SADIKI ALLY SHEKIMWERI  
 P.O BOX 98  
 KOROGWE

**RE: RECEIPTS OF PAYMENTS ON**  
**PLOT NO.138 BLOCK A NEW KOROGWE in KOROGWE TOWN COUNCIL Municipality**  
**CONTAINING 1,769.00 SQ.M AS SHOWN IN REG. SURVEY PLAN NO. 113397**

This is to notify you of the various fees you effected pertaining to Plot/Farm bearing details described above, that is;

Description	Amount	Amount Paid	ERV	Date
Land rent From 1st Jul, 2020 to 30th Jun, 2021	88,450.00	88,450.00	920190000070563	08-Jul-2020
Registration Fee	17,690.00	17,690.00	920190000070563	08-Jul-2020
Certificate of Occupancy Fee	50,000.00	50,000.00	920190000070563	08-Jul-2020
Deed Plan Fee	20,000.00	20,000.00	920190000070563	08-Jul-2020
Survey Fee	0.00	0.00		
Stamp Duty	4,512.50	4,512.50	920190000070563	08-Jul-2020
Premium	123,830.00	123,830.00	920190000070563	08-Jul-2020
Application fees	20,000.00	20,000.00	920190000070563	08-Jul-2020
<b>Total</b>	<b>324,482.50</b>	<b>324,482.50</b>		

Furthermore you are informed that, by, my virtue of these payments and within ninety days, the Commissioner for Lands or an Assistant Commissioner for Lands, shall prepare and issue you a Certificate of Occupancy according to Section 29 of the Land Act, Cap 113 (R. E. 2002) (as amended). The Terms and Conditions of the Right of Occupancy will run with effect from the date of completion of your payments bill.

**COMMISSIONER FOR LANDS/AUTHORIZED OFFICER**

I, SADIKI ALLY SHEKIMWERI The Applicant(s) certify that the figures relating to the forestasted payments are correct.  
 Signature(s): 1. Sally Date: 09/07/2020

AUTHORIZED OFFICER  
 LAND ADMINISTRATION DIVISION  
 DAR ES SALAAM





(IJAZWE NAKALA TATU)  
JAMHURI YA MUUNGANO WA TANZANIA

SHERIA YA ARDHI NA.4 YA 1999

MAOMBI YA HAKI YA KUMILIKI ARDHI

(CHINI YA KIFUNGU NAMBA 25)

- 1. Mimi/ siji..... SADIKI ALIY CHEKIMWARI ME Jinsia.....  
..... Jinsia.....  
..... Jinsia.....
- 2. Anwani ya Biashara..... S.L.P. 99  
..... KOROGWE.
- .....
- ..... Simu..... 0715 297078
- 3. Uraia..... MTANZANIA
- Nina / Tunaomba haki yakumiliki Ardhi,  
Namba ya kiwanja..... 138..... ukubwa wa kiwanja..... 1769M<sup>2</sup>
- 4. Matumizi ya Ardhi inayoobwa..... HUDUMA ZA KIWANDA (INDUSTRIAL SEVU)
- 5. Nina /tunathibitisha kwamba nina/tunamiliki ardhi/shamba katika maeneo mengine.....
- .....
- 6. kama ulikuwa mmiliki wa shamba au nyumba taja namba ya uthamini.....
- .....
- 7. Nitazingatia masharti ya kumiliki Ardhi kwa mujibu wa sheria
- 8. Maelezo mengine unayohisi ni muhimu kutujulisha.....
- .....
- 9. Ninathibitisha kwamba yote yaliyoelezwa hapo juu ni kweli tupu kwa uelewa wangu/wetu
- 10. Saini ya mwombaji..... Aliy..... Tarehe..... 08/07/2020

KWA MATUMIZI YA OFISI TU  
KUMBUKUMBU NA..... KICL D. 138.....

Ada ya maombi imelipwa kwa stakabadhi Na..... ya tarehe..... 5/06/2020  
 Amekubaliwa kiwanja Na 138..... ukubwa..... PIN..... BLOCK 1A NEW KOROGWE  
 Maombi yametataliwa kwasababu.....  
 .....  
**Kamishna wa Ardhi/ Afisa Mteule**

Nime /Tumekabidhiwa nakala Saini ya Mwombaji/waombaji..... Aliy  
 Tarehe..... 08/07/2020



JAMHURI YA MUUNGANO WA TANZANIA  
**KITAMBULISHO CHA TAIFA**  
 THE UNITED REPUBLIC OF TANZANIA  
 CITIZEN IDENTITY CARD



**19610103-21601-00001-26**

**JINA : SADIKI ALLY**  
 Given Name

**JINA LA MWISHO : SHEKINWERI**  
 Last Name

**TAREHE YA KUZALIMA : 03 JAN 1961**  
 Date of Birth

**JINSI : M**  
 Sex

**SMM:**  
 Signature

**MWISHO WA MATUMIZI : 11 MAY 2020**  
 Expiry Date

*Sadiki*



THE UNITED REPUBLIC OF TANZANIA CITIZEN IDENTITY CARD



**19610103216010000126**

Kitambulisho hiki ni mali ya Serikali ya Jamhuri ya Muungano wa Tanzania. Huruhusiwsi kukifanya mabadiliko ya aina yoyote wala kumpatia mtu ambaye haruhusiwi kukitumia. Kama kikiipotea, au kuharibiwa taarifa kamili lazima itolewe Kituo cha Polisi na Ofisi ya NIDA au Ofisi ya Ubatozi ya Jamhuri ya Muungano wa Tanzania iliyo karibu.

The Identity Card is the property of the Government of The United Republic of Tanzania. It should not be tampered with or allowed to pass into the possession of unauthorised person. If lost or destroyed the fact and circumstances should immediately be reported to the Local Police and the nearest NIDA office or foreign Mission of The United Republic of Tanzania.

*[Signature]*  
 DIRECTOR GENERAL  
 NATIONAL IDENTIFICATION AUTHORITY