

THE LAND ACT NO. 4 OF 1999

SALE AGREEMENT

BETWEEN

GEORGE ALEXIOU

AND

MISTEMA LIMITED

CONCERNING THE SALE OF LAND AND DEVELOPMENTS ON PLOT NUMBER 1 SITUATED
AT LEKITATU AREA MERU DISTRICT, ARUSHA REGION AS HELD UNDER CERTIFICATE OF TITLE NO.
34733 LAND OFFIC

Drawn by:

Herry Makando-Advocate
Knit & Audit Law Offices
P.O.Box 8003
Plot No.151-152
Block 21
Makongoro Road
Arusha
Tanzania.

TEL: + 0753 063 505
E-MAIL: herrylegal@gmail.com

Certify that the foregoing is a true
& correct copy of the original
Signature.....
Date..... 10/05/2020
MAN JACKSON NARI Advocate

Sela
[Signature]

[Signature]



RHT of George
Alexiou

[Signature]

SALE AGREEMENT

This SALE AGREEMENT is made this 11th day of September 2018.

BETWEEN

GEORGE ALEXIOU a natural person, adult, Tanzanian, of Postal Office Box number 2716, Dar es Salaam, Tanzania (hereinafter to be referred to as the "Vendor" which expression shall where the context so admits include its assigns, agents, heirs and successors in title) of the other part.

AND

MISTEMA LIMITED, a limited liability company incorporated in Tanzania under the Companies Act chapter 212 of the laws of Tanzania of Postal Office Box number 2344, Dar es Salaam, Tanzania (hereinafter to be referred to as the "Purchaser" which expression shall where the context so admits include its assigns, agents and successors in title) of the other part.

PREAMBLE

WHEREAS:

- A. The Vendor is the lawful owner of entire plot number 1 held under a Certificate of Title number 34733 together with improvements and developments erected thereon.
- B. The Vendor has considered and agreed to sell and transfer the said parcel of land to the Purchaser and the Purchaser has agreed to purchase the said land on terms and conditions as hereinafter appearing.

NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:

ARTICLE 1

1.0 DEFINITIONS

1.1 In this Sale Agreement unless the context otherwise provides: -

"Agreement" Means this Sale Agreement between the Vendor and the Purchaser leading to the transfer of a parcel of land situated on plot number 1 held under a Certificate of Title Number 34733, Lekitatu Area, Meru District, Arusha Region.

I Certify that the foregoing is a true & correct copy of the original.
Signature: *[Signature]*
Date: 11/09/2018
IMAN JACKSON NYAM, Advocate

Sale
[Signature]

G. Alexiou



RHT. G. Alexiou

[Signature]

G. Othman

SB

"Improvements"

Means three habitable houses as per google map annexed and marked MITREMA-GA.

"Parties"

Means the signatories to this Agreement.

[Signature]

"Purchase Price"

Means the amount of Three Hundred and Fifty Million Only (Tshs.350,000,000⁰⁰) payable to the Vendor by the Purchaser as consideration for the purchase of the parcel of land and developments thereon OR EQUIVALENT in United States Dollars.

"TZS"

Means Tanzanian Shillings, the currency of the United Republic of Tanzania.

"USD"

Means United States of America Dollars.

- 1.2 References to the singular include, when the context so admits, references to the plural and vice versa.
- 1.3 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include companies.
- 1.4 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.

ARTICLE 2

2.0 LAND EARMARKED FOR SALE

2.1 The land to be sold to the Purchaser is that plot number 1 situated at Lekitatu Area, Meru District, Arusha Region together with improvements held under a certificate of Title number 34733.

ARTICLE 3

3.0 CONSIDERATION AND MODE OF PAYMENT

3.1 In consideration of the Purchaser paying the sum of ~~Three Hundred~~ ^{Five} Million Only (Tshs. 350,000,000⁰⁰) to the Vendor, the Vendor shall transfer the said Land to the Purchaser together with all the Improvements and developments erected and being thereon free from any encumbrances.

[Signature]

Sole

I Certify that the foregoing is a true & correct copy
Signature *[Signature]*
Date *16/04/2020*
AMAN JACKSON NYARI Advocate

G. Othman



RAT

[Signature]

Provided that the Purchase Price shall be paid as follows: -

- (I) The Purchase Price shall be paid in two instalments upon signing of this agreement.
- (a) That a sum of Tanzania Shillings Ten Million (TZS 10,000,000/=) or equivalent in United States Dollars will be paid cash on hand to the vendor on 11th September 2018. Moreover, by signing of this agreement vendor accepts and agree to have received the said sums.
- (b) That the said Tanzania Shillings Ten Million (TZS 10,000,000/=) or its equivalent in United States Dollars is not refundable incase vendor changes his mind in disposing the said property. By receiving the said sums the vendor is assuring a lockout and the purchaser is assuring a lock-in.
- (II) The purchaser shall take possession immediately upon payment of the entire purchase price. Once the transfer is confirmed the Vendor will hand over the keys and the original title deed of the said property to the purchasers.
- (a) That the remaining balance of Tanzania Shillings Three Hundred and Forty Million will be paid in seven days time. The said amount will be transferred via inter bank arrangements by Exim account 0031028910 – in names George Alexiou
- (b) The Vendor assures that the keys of the said property together with the title deeds are under custody of his advocate Mr. John Mseu. The said Mr. John Mseu will be a witness to this transaction and by signing thereto Mr. Mseu is affirming that he will handle the keys of the house and original title deed of the property to the Purchaser.
- (c) The Purchaser will pay capital gain tax and stamp duty but Vendor will pay outstanding land rents and transfer fees. Attorneys fees will be covered by each party on own cost.
- (d) The parties herein agree thereto that any delay that will be caused in the fulfillment of clause 3.1 (1) (a) but not caused by the purchaser own delay will not be a breach nor counted on the agreed days. Such delay are delays arising out of bank operations or non working days like weekend or holiday.

ARTICLE 4

4.0 THE VENDOR'S COVENANTS:-

4.1 The Vendor hereby covenants to the Purchaser as follows:

- 4.1.1 In the event the sale and the eventual transfer envisaged in this Agreement shall fail for no fault of either the Vendor or of the Purchaser or any factor whatsoever, the amount already paid to the Vendor shall be refunded to the Purchaser or upon agreement and joint efforts of the parties the property will be disposed to another interested buyer so as to recover the said consideration price but not limited to lease and use by the purchaser as will be accepted between parties herein.

ARTICLE 5

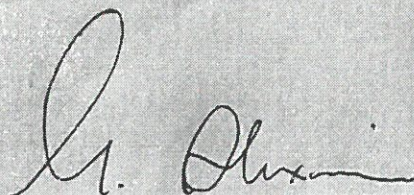
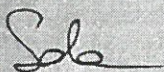
5.0 THE VENDOR' WARRANTS THAT

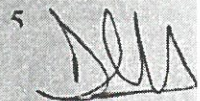
- 5.1 The Vendor hereby warrants to the Purchaser as follows:
- 5.1.1 The Vendor has good marketable title to the Property and that the Property is not subjected to any mortgage.
 - 5.1.2 All restrictions, conditions and covenants have been observed and performed and no notice of any breach of any of the same have been received or is to the Vendor's knowledge likely to be received;
 - 5.1.3 All information given by or on behalf of the Vendor to the Purchaser in the course of negotiations leading to this Agreement was when given and remains true complete and accurate in all respects and the Vendor is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading;
 - 5.1.4 The execution or completion of this Agreement or performance of its terms will not result in any breach of any agreement to which the Vendor is party or of any Court order;
 - 5.1.5 The Vendor, as to their best knowledge, is not aware of any encroachment by the Property onto any neighbouring property;
 - 5.1.6 The Vendor is not aware of any intended expropriation of the property or any portion of it.

ARTICLE 6

6.0 THE VENDOR'S AND PURCHASER'S COVENANTS

- 6.1 The Vendor and the Purchaser hereby expressly agree that the completion of this Agreement will take place on the happening of the following events:



5 

I Certify that the foregoing is a true & correct copy of the original
Signature.....
Date.....
AMAN JACKSON NYARI Advocate

6.1.1 Approval is received from the Commissioner for Lands or his appointee for the transfer of a Right of Occupancy comprised in Certificate of Title Number 34733 together with the Improvements thereon from the Vendor to the Purchaser.

6.1.2 Registration of the Purchaser as the registered owner of the said Certificate of Title.

6.2 Other Covenants:

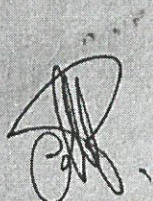
6.2.1 This Sale Agreement constitutes the entire contract between the parties with regard to the matters dealt with in this Agreement and no representation; terms or warranties not contained herein shall be binding on the parties.

6.2.2 No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless reduced in writing and signed by or on behalf of the parties.



ARTICLE 7

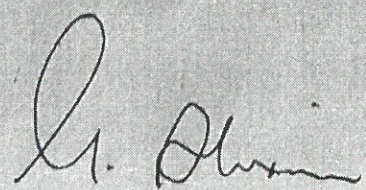
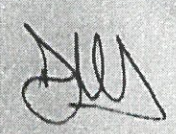
7.0 ARBITRATION

7.1 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter will be referred to mediation as provided for by Arbitration Act or in any Arbitration mode as agreed by the parties hereto.



Sole

I Certify that the foregoing is a true & correct copy of the original
Signature: 
Date: 
AMAN JACKSON NARI Advocate





ARTICLE 8

8.0 MISCELLANEOUS PROVISIONS

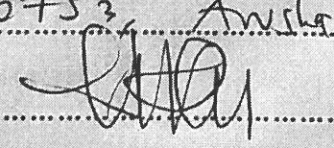
- 8.1 Except in the case of express waiver, the fact that one Party does not exercise all or any part of its rights, which are conferred upon it by this Agreement, shall not constitute in any event the waiver, or abandonment of the rights not exercised.
- 8.2 All matters arising from or in connection to this Sale Agreement shall be governed and construed in accordance with the laws of the United Republic of Tanzania.
- 8.3 This Agreement shall be in English Language and in Two (2) originals each being authentic.

IN WITNESS HEREOF, the Parties hereto have executed this Sale Agreement on the date and year first herein above written in the following manner: -


SIGNED and DELIVERED by the said]
 GEORGE ALEXIOU]
 In our presence this 11th day of]
 September 2018]


 Vendor's Signature 

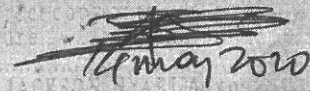
Witnesses:

Name: John Nicholas Mau
 Qualification: Advocate
 Postal Address: 0753 Ansha
 Signature: 

Name:
 Qualification:
 Postal Address:
 Signature:


 Sole


 AMAN JACKSON

SEALED with the COMMON SEAL of]
MISTEMA LIMITED]
in our presence this day of]
..... 2018]

.....
Seal of Purchaser

Witnesses:

Name: MICHELE ALFREDO PAESE
Qualification: DIRECTOR
Postal Address: P.O. BOX 23444 DAR
Signature: Michele A Paese

Name: STEPHANE YS ANICIS
Qualification:
Postal Address: P.O. BOX 31948 DSM
Signature: Stephanie Ys Anicis

Name: MARCELLA DHO
Qualification: DIRECTOR
Postal Address: PO BOX 23000 DAR
Signature: Dho Morella

[Handwritten initials]

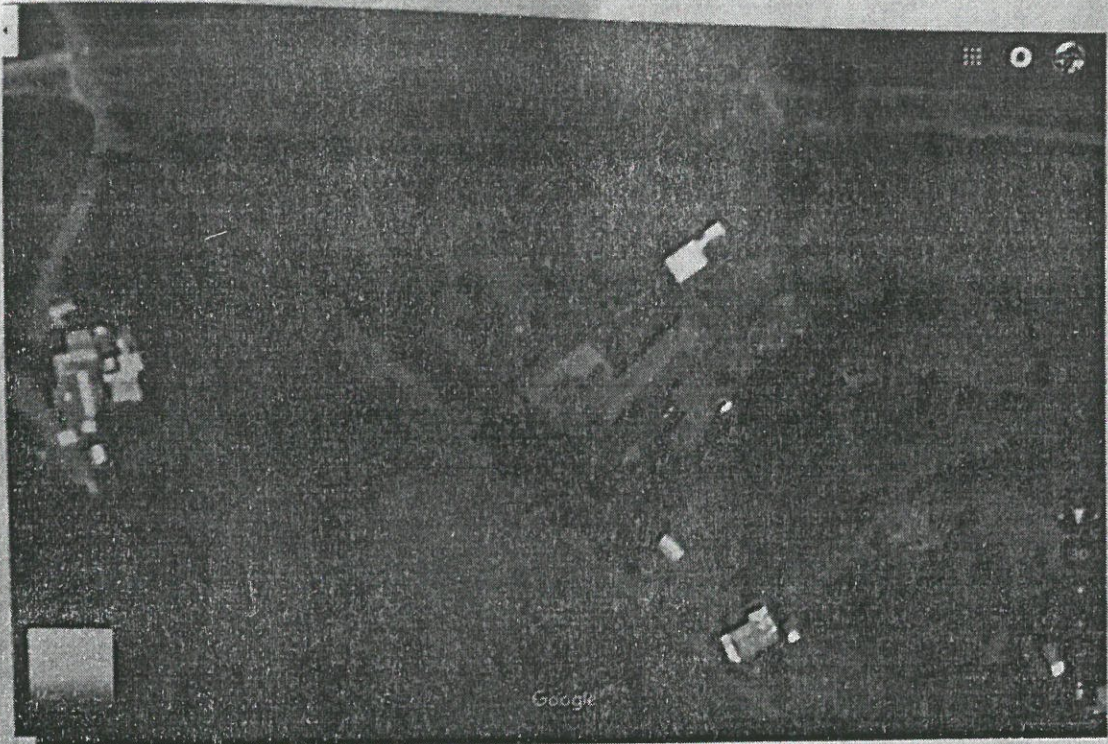
Sole

Certify that the foregoing is a true
and correct copy of the
signature: ~~.....~~
Date: *February 2018*
AMAN JACKSON NYARI Advocate

[Handwritten signature]



[Handwritten initials]



Improvements on plot number 1 , ct number 34733 lekitatu area by the 11th of September 2018 during the sale and purchase , between George alexiou and mistema limited

This google picture is referred in the agreement as an annexure marked as mistema.GA

Signed this day 11of semptember 2018

Purchaser

Stephane Sugar
Alhadi Sheriff
Des Morell

Vendor

G. Ohin

I Certify that the foregoing is a true & correct copy of the original
Signature _____
Date 11 May 2018
AMAN JACKSON NYARI (Advocate)