

Dated 8th Day Of JUNE 2020

Agreement for Sale of Land

Between

(The Vendor)

ZABRON JAMES MHEWA

and

(The Purchaser)

MAKETE MANAGEMENT LIMITED

of

Title No 4202-MBYLR

Drawn by:

Trion & Co

Professional Services Network
Kassum's Building, Samora Ave/Mkwepu St
P.O. Box 997,
Dar es Salaam, Tanzania

Certified True Copy of the Original
Sign: *[Signature]* Date: *5/10/20*
GOOD OTTO MGIMBA
Advocate, Notary
Public & Commissioner for Oaths

United Republic of Tanzania

Agreement for Sale of Land

This Agreement is made this _____ day of _____ 2020

Between:

1. **Vendor's Name Zabron James Mhewa** of P.O.Box 678, IRINGA,(hereinafter called "**the Vendor**" which expression shall where the context so admits include its successors and assigns) of the one part

And

2. **Purchaser's Name Makete Management Limited** of P.O. Box 711, Njombe (hereinafter referred to as "**the Purchaser**" which expression shall where the context so permits include her personal representatives and assigns) of the other part.

Whereas: -

- A. The vendor is the registered proprietor of **All Those** parcels of land known as **Title No 4202-MBYLR Farm No. 7 Kiponzelo Village, Iringa Rural District** measuring 208.6hectares or thereabout (hereinafter referred to as "**the property**")
- B. The vendor has agreed to sell the property and the Purchasers have agreed to purchase the same at a price of one hundred and fifty six million Tanzania shillings (TZS156,000,000) on the terms and conditions hereinafter appearing.

Now This Agreement Witnesseth as Follows: -

1. Purchase Price

- i. The agreed purchase price for the said Property (hereinafter referred to as the "Purchase Price") is one hundred and fifty six million Tanzania Shillings (TZS 156,000,000).
- ii. The purchaser shall pay sum of eight million Tanzania Shillings (TZS8, 000,000) as deposit or earnest money on or before the execution hereof to the Vendor's Advocates as stakeholders and which shall be deposited at the Vendor's Advocates.
- iii. The Balance of the purchase price of one hundred forty eight million Tanzania Shillings (TZS 148,000,000),or in accordance with agreed upon installments)shall be paid by the Purchaser to the Vendor in exchange of the Completion Documents set out in clause 8 herein below.

2. **Condition precedent**

The vendor shall obtain all the necessary clearances and consents from all requisite Village and Central Government agencies to transfer the property to the purchasers on or before the completion date.

3. **Sale Subject to the Tanganyika Law Society (TLS) Conditions of Sale and Condition Precedent and Interest Sold**

3.1 The sale is subject to the **TLS** Conditions of Sale in so far as they are not inconsistent with the conditions contained in this agreement or hereby expressly excluded or varied.

3.2 The interest sold is freehold.

4. **Completion**

The date of completion shall be **Thirty (30) days from the date of execution** or a date to be otherwise agreed upon by the parties as indicated writing.

5. **Advocates for the parties**

The advocates for Vendor are **Messrs.Eneles Kitta, KKKT Cathedral Building-Opposite SokoKuu, P.O. Box 526, Iringa, Tanzania** and the Purchasers' advocates are **Messrs.Ilomo Advocates, FM Hotel Building-Njombe, P.O. Box 1012, Iringa Tanzania.**

6. **Vacant possession**

The property is sold with vacant possession on the completion date.

7. **No encumbrances**

The seller guarantees the property is sold free from all encumbrances whatsoever.

8. **Completion**

Completion shall take place at the office of the vendor's advocates by payment of the balance of the purchase price into the Vendor's advocates' bank account aforesaid. The purchase price of one hundred and forty eight million TZS (148,000,000) shall be paid in one installment as follows:

No	Date	%age of Price	Installment amount to be paid (in TZS)
1	On signing Sale agreement	5%	8,000,000
2	June 30, 2020	95%	148,000,000
	Total	100	156,000,000

The vendor's advocates shall on or before the completion date procure the following Completion Documents:

- 8.1.1 Rates clearance certificate, if applicable;
- 8.1.2 Village and or Land Control Board's consent to the sale for each of the property;
- 8.1.3 Three passport size photographs of Vendor(s);
- 8.1.4 Duly executed but undated transfers (each in triplicate for each of the property) in favour of the Purchaser;
- 8.1.5 Original title deeds of each of the property;
- 8.1.6 Certified copy of the T.I.N Certificates and National Identity Cards of each of the Vendors;
- 8.1.7 Capital Gains Tax(CGT) FORM for each property which, CGT payment must be paid by the vendor as per the tax regulations stipulated by the Tanzania Revenue Authority;
- 8.1.8 Village Government Resolution for Authorizing the Sale; and
- 8.1.9 Duly Executed Spousal/Family Consent Forms.

On or before the completion date the Vendor's Advocates shall send to the Purchaser's Advocates certified copies of the completion documents mentioned above.

9. Failure to complete

- 9.1 If the transaction is not completed by reason of default by the Purchaser, the following conditions shall apply:
 - 9.1.1 the vendor shall be entitled to rescind this agreement and shall refund the purchasers within (30) days the amounts paid so far less 10% of the purchase price as liquidated damages;
- 9.2 If the transaction is not completed by reason of the default by the vendor, the following conditions shall apply:
 - 9.2.1 The purchaser shall rescind this agreement and be entitled to a refund within (30) days of rescission of the amount paid to the Escrow Account released to the Purchaser.

9.3 If completion fails to take place due to a default not attributable to the purchaser or the vendor, then the parties shall be entitled to the remedy of restitution within (30) days.

10. **Breach of the contract**

A party's failure to comply with the any provision of this contract shall amount to a breach.

11. **Time is of the essence**

Time shall be deemed to be of the essence for all the purposes of this agreement.

12. **Beacons**

The vendor shall point out the boundary beacons to the purchasers on or before the completion date and the vendor shall be required to replace any missing or misplaced boundary beacon(s) at his own costs.

13. **Costs**

Each party shall pay its advocates' legal fees in connection with this transaction. In addition, the Purchaser shall be liable to pay the stamp duty and registration fees in respect of the transfer in their favour whilst the CGT payment must be paid by the vendor as stipulated in the Tanzania Revenue Authority regulations.

14. **Warranties**

14.1 In consideration of the purchasers entering into this agreement and in consideration of the purchasers agreeing to pay the vendor the purchase price in accordance with the provisions of this agreement the vendor represents and warrants to the purchasers in the terms set out below:

14.1.1 the vendor is the legal and beneficial owner who possesses the requisite power and authority to enter into and perform this agreement;

14.1.2 this agreement and the other documents executed by the vendor which are to be delivered at or prior to completion will, when executed, be binding obligations of the vendor in accordance with their respective terms;

14.1.3 all covenants, restrictions, stipulations, conditions and other encumbrances affecting the property have been strictly observed and performed;

14.1.4 there are no circumstances which (with or without the taking of other action) would entitle any third party to exercise a right or power of entry or to take possession or which would in any other way affect or restrict the continued possession enjoyment or use of the property for its present purpose save for the charge hereby disclosed to the Purchasers;

14.1.5 the current use of the property is agricultural;

14.1.6 there are no boundary disputes relating to or regarding the property;

14.1.7 the property is not on public land or situated on a buffer zone, road reserve or reserved for public utilities and is not subject to any challenge whatsoever whether on account of allocation or breach of any covenant and there is no adverse report by any surveyor or governmental, local or other competent authority that the property falls on public land; and

14.1.8 the description and area of the property as set out in this agreement is correct in all respects.

15. **No Warranty**

Both parties confirm that they have willingly entered into this agreement without any undue influence, duress, misrepresentation or erroneous warranty except as provided in this agreement.

16. **Notice**

Any notice to be given to any party to this agreement shall be in writing and may be delivered or sent by registered post to the recipient at the address indicated above. Such notice shall be deemed to be received upon delivery or fourteen (14) days after posting.

17. **Survival**

Save with regard to matters which require to be fulfilled and are in fact fulfilled prior to or at the completion date, this agreement shall continue to be in full force and effect with regard to any provisions herein which are capable of being performed after but which will not have been performed at or before the completion date.

18. **Waiver**

No failure or delay by the vendor or the purchasers in exercising any claim, remedy, right, power or privilege under this agreement shall operate as a waiver nor shall any single or partial exercise of any

claim, remedy, right, power or privilege preclude any further exercise thereof or the exercise of any other claim, right or power.

19. **Remedies cumulative**

Any remedy or right conferred upon the vendor or the purchasers for breach of this agreement including the right of rescission shall be in addition to and without prejudice to all other rights and remedies available to them.

20. **Amendment**

No amendment to this agreement shall be effective unless signed in the same manner as this agreement.

21. **Entire agreement**

This Agreement contains the whole agreement and understanding between the parties relating to the transaction provided for in this Agreement and supersedes all previous agreements (if any) whether written or oral between the parties in respect of such matters.

IN WITNESS whereof the Vendor and the Purchaser hereto have executed this Agreement the day and year first hereinabove written.

No	Name of Witnesses	NIDA No	Signature	Phone No	Date
1	EVON G. MHEWA			0753 483938	8 JUNE 2020
2	ELIAD G. MHEWA	19770914511036000129	Eideon	0768-77122	8/06/2020
3	JENNIFER GAIL FEY	19880316595190000111	JG Fey	0717 505 412	08/06/2020
4	PHILEMON MUYITA	1988071251108-0000-21		0754750440	08/06/2020

In the presence of: -

VENDOR

Zabron James Mhewa

FULL NAME

)
)
)
)
)
)

SIGNATURE

CERTIFICATE

I hereby certify that I was present and saw the Vendor Sign This Agreement for Sale.

NAME: ENELES KITTA

SIGNATURE: [Signature]

ADDRESS: P.O. Box 2490, IRINKA

QUALIFICATION: ADVOCATE



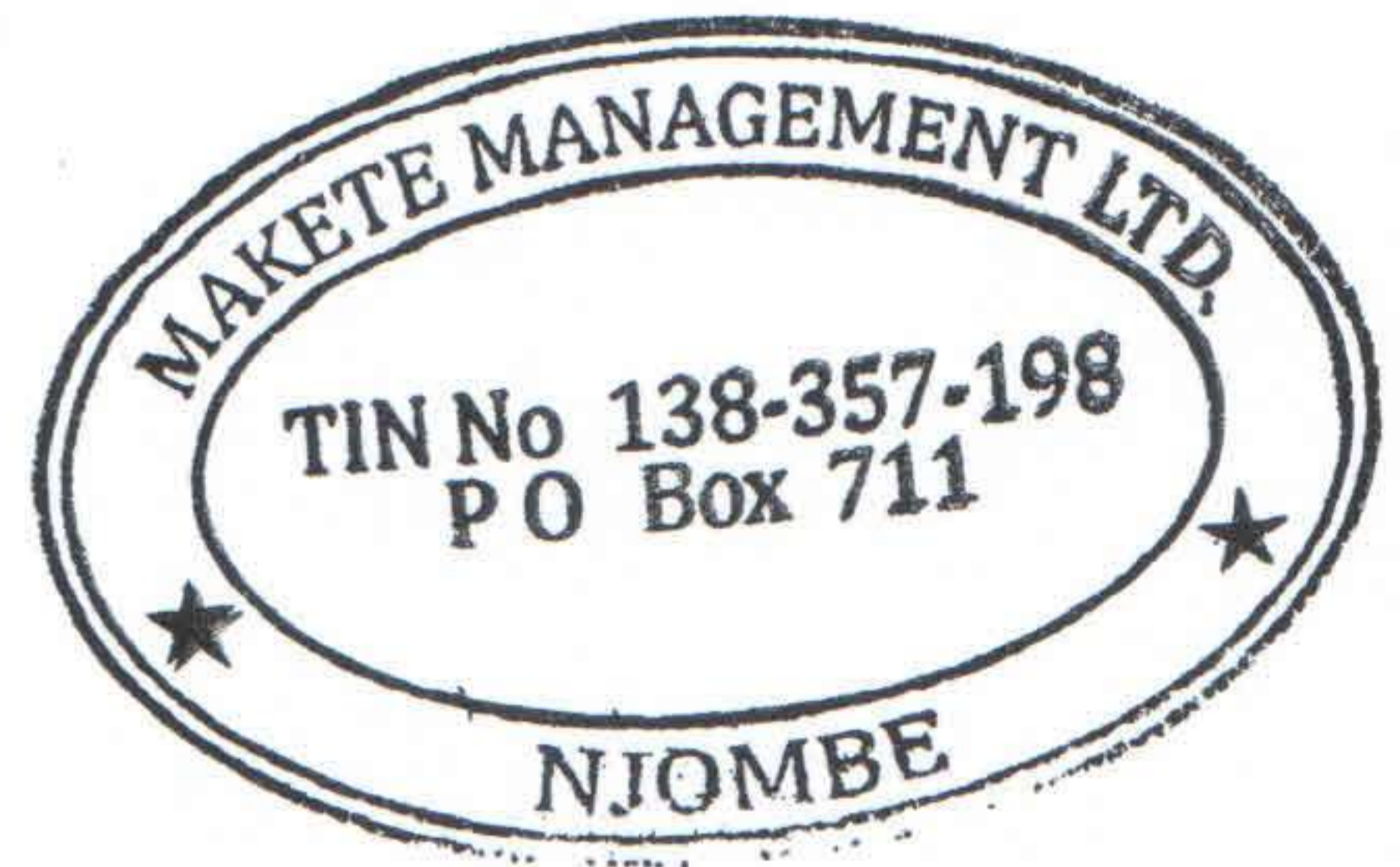
Signed by The Purchaser herein under its Common seal

NAME: Rex Fey

SIGNATURE: [Signature]

ADDRESS: P.O. Box 711, Njombe

QUALIFICATION: Managing Director



Common seal of the purchaser

CERTIFICATE

I hereby certify that I was present and saw the purchasers Directors Signing This Agreement for Sale.

NAME: HAPPY Koxo

SIGNATURE: [Signature]

ADDRESS: P.O. Box 503

QUALIFICATION: ADVOCATE



Drawn by:

Trion & Co

Professional Services Network

Kassum's Building, Samora Ave/Mkwepu St

P.O. Box 997,

Dar es Salaam, Tanzania

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, 1999
{NO. 4 OF 1999}

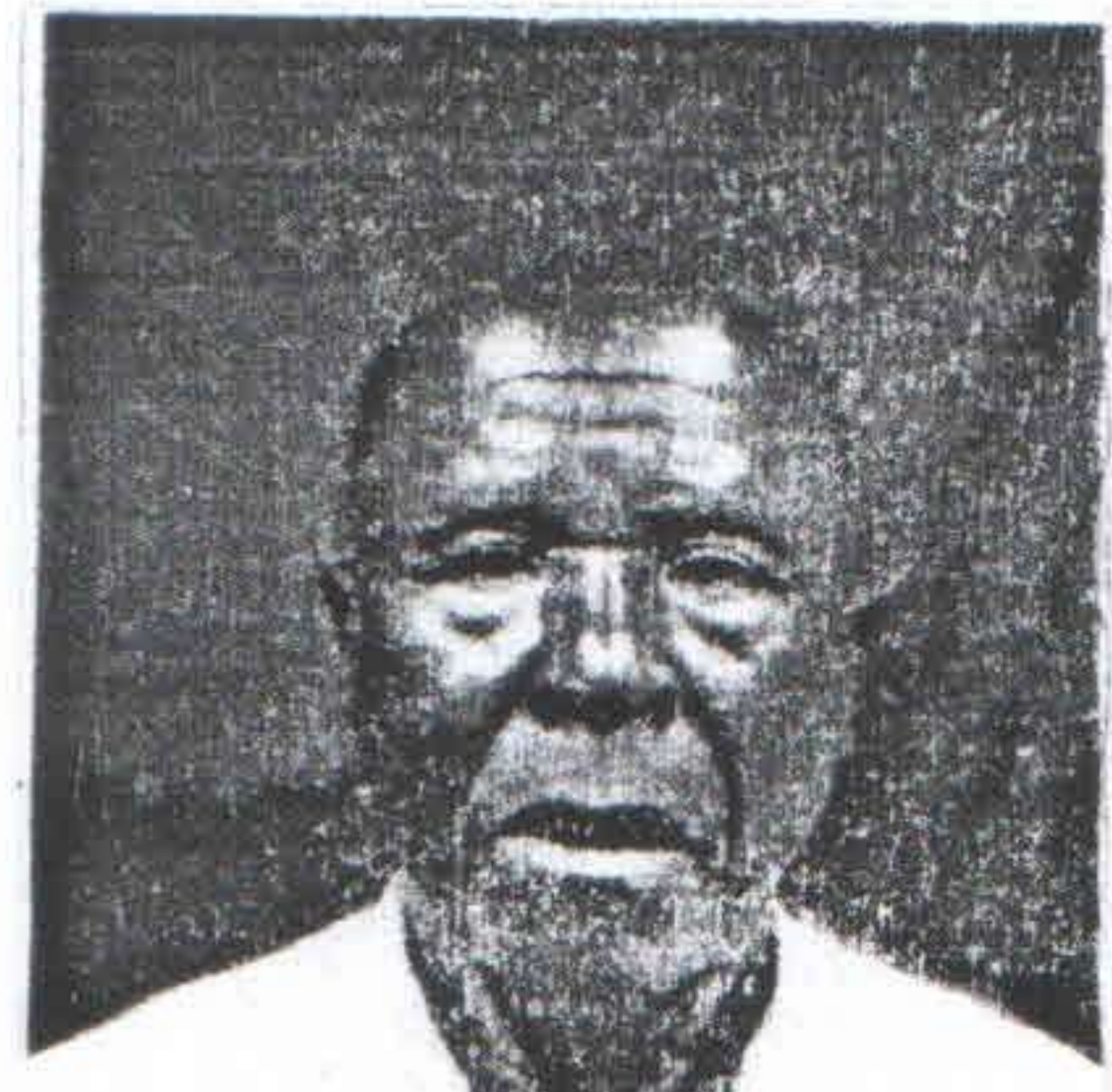
TRANSFER OF A RIGHT OF OCCUPANCY
(Under section 62)

TITLE NO. 4202-MBYLR
FARM NO: 7
KIPONZELO VILLAGE
IRINGA RURAL DISTRICT

IN CONSIDERATION of the SUM of Tanzanian Shillings ONE HUNDRED AND FIFTY SIX MILLION TANZANIAN SHILLINGS ONLY (156,000,000/=) only, I ZABRON JAMES MHEWA of P. O. Box 678, IRINGA-TANZANIA, DO HEREBY TRANSFER to MAKETE MANAGEMENT LIMITED of P.O Box 711, NJOMBE-TANZANIA the Right of Occupancy registered under the above reference.

SIGNED and DELIVERED at Iringa
by the said ZABRON JAMES MHEWA
who is known to me personally/
identified to by.....
the letter being known to me personally in my
presence this 2nd Day of JUNE....., 2020

Z. James
(TRANSFEROR)



NAME: *Eneles Kitta*
SIGNATURE: *Eneles Kitta*
POSTAL ADDRESS: *Box 2490, Iringa*
QUALIFICATION: *ADVOCATE*



SIGNED and DELIVERED at IRINGA under the
common seal of MAKETE MANAGEMENT
LIMITED in my
presence this.....Day of..... 2020

NAME: *Rex Fey*
SIGNATURE: *Rex Fey*
POSTAL ADDRESS: *P.O. Box 711, Njombe*
QUALIFICATION: *Managing Director*

COMMON SEAL



THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT 1999
(NO. 4 of 1999)
NOTIFICATION OF DISPOSITION
(Under Section 36)

TITLE NO. 4202-MBYLR
FARM NO: 7
KIPONZELO VILLAGE
IRINGA RURAL DISTRICT

TO: COMMISSIONER FOR LANDS/ AUTHORISED OFFICER

I, ZABRON JAMES MHEWA of P. O. Box 678, IRINGA, HEREBY NOTIFY you of the disposition which is intended to be made in favour of MAKETE MANAGEMENT LIMITED of P.O Box 711, NJOMBE-TANZANIA in respect of a right of occupancy registered under the above reference.

I, HEREBY present the following particulars

1. Nature of disposition – SALE
2. Particulars of Transferee: of P.O Box 711, NJOMBE-TANZANIA, I, the applicant supply the following documents:
 - i. Original certificate of Right of Occupancy
 - ii. Original land rent receipts up to date
 - iii. Transfer of right of occupancy (in duplicate)

Date:

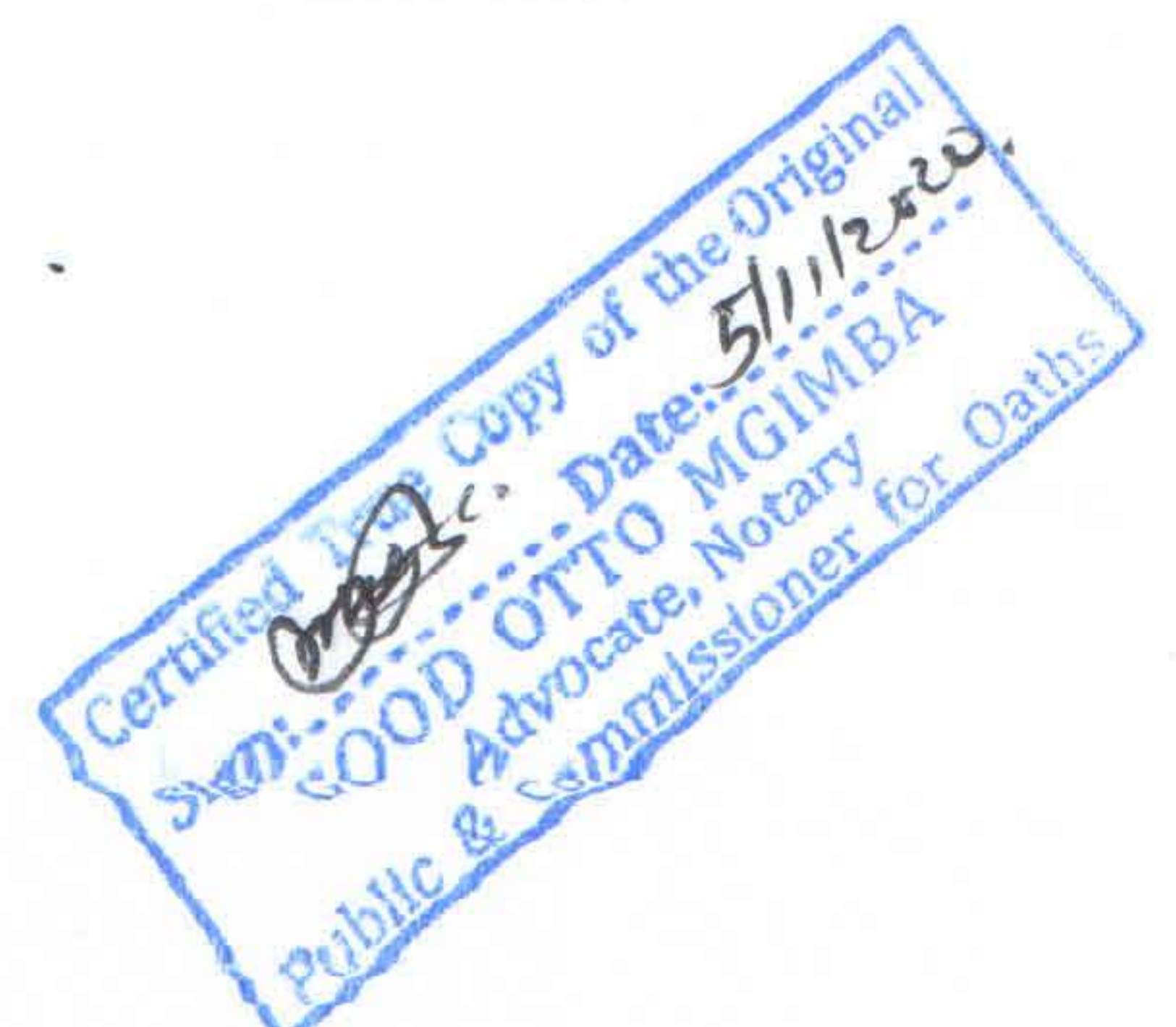
Z. Jema

.....
APPLICANT

Fees:

.....
COMMISSIONER FOR LANDS/AUTHORISED OFFICER

DATE: PLACE:



THE UNITED REPUBLIC OF TANZANIA
(THE LAND ACT NO. 4 OF 1999)

APPLICATION FOR APPROVAL OF DISPOSITIONS
(UNDER SECTION 39)

TITLE NO. 4202-MBYLR
FARM NO: 7
KIPONZELO VILLAGE
IRINGA RURAL DISTRICT

TO COMMISSIONER FOR LANDS/AUTHORISED OFFICER

I, ZABRON JAMES MHEWA of P. O. Box. 678, IRINGA-TANZANIA (herein after referred to as "the applicant") DO HEREBY APPLY FOR APPROVAL OF DISPOSITION of a right of occupancy registered under the above reference.

Nature of disposition: SALE

Particulars of Transferee are: MAKETE MANAGEMENT LIMITED of P.O Box 711, NJOMBE -TANZANIA. I, the Applicant supply the following information and/or documentation:-

- i. Original certificate of Right of Occupancy
- ii. Original land rent receipts up to date
- iii. Transfer of right of occupancy (in duplicate)

Date at Iringa this.....Day ofof 2020

Z Jemwa

APPLICANT

For official use only:

- (a) Approved/Refused
- (b) Remarks.....

AUTHORISED OFFICER

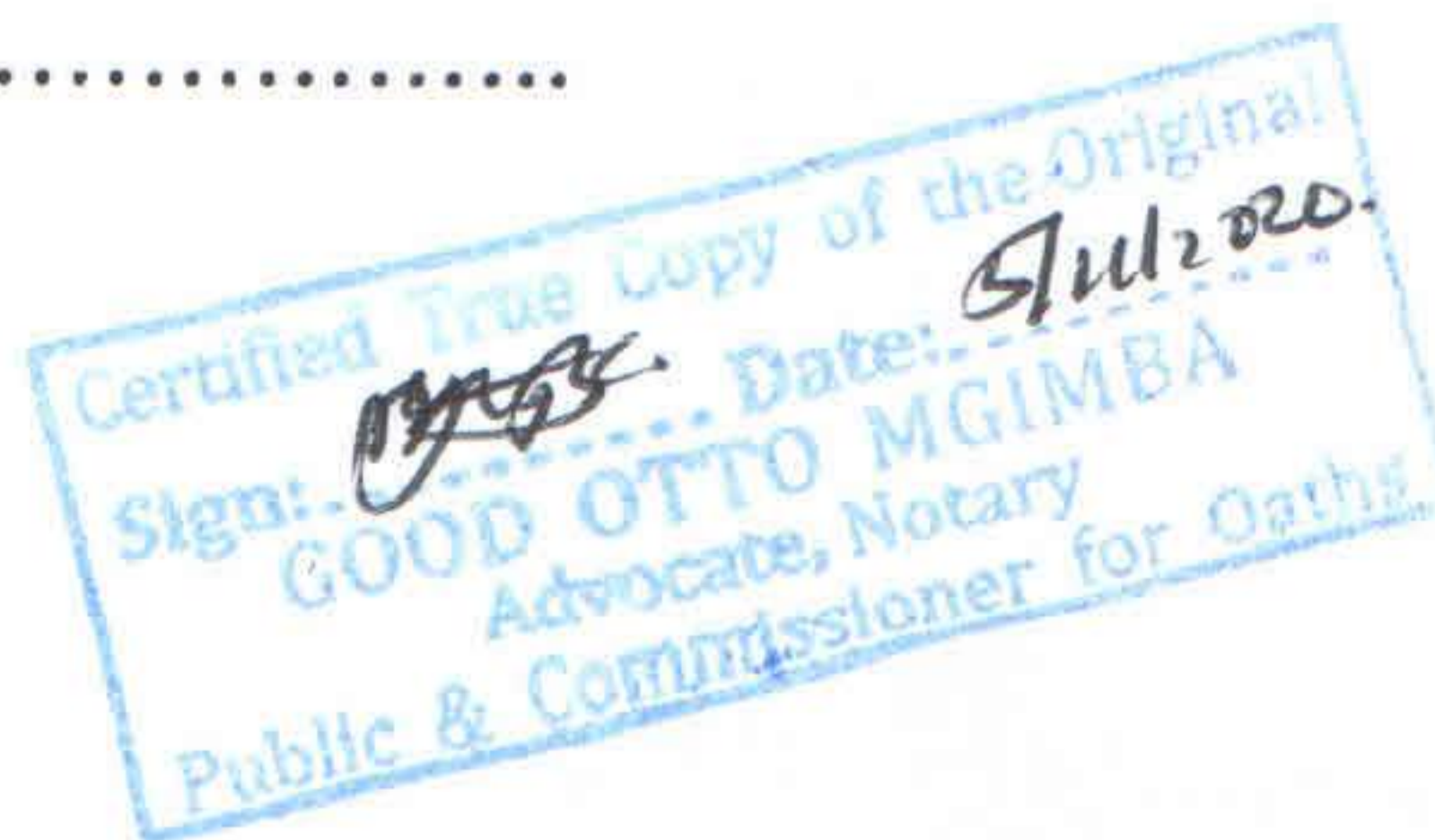
Date:

Served upon me/us
Signature of Applicant

Signature of Applicant(s)

Fee:

Date:



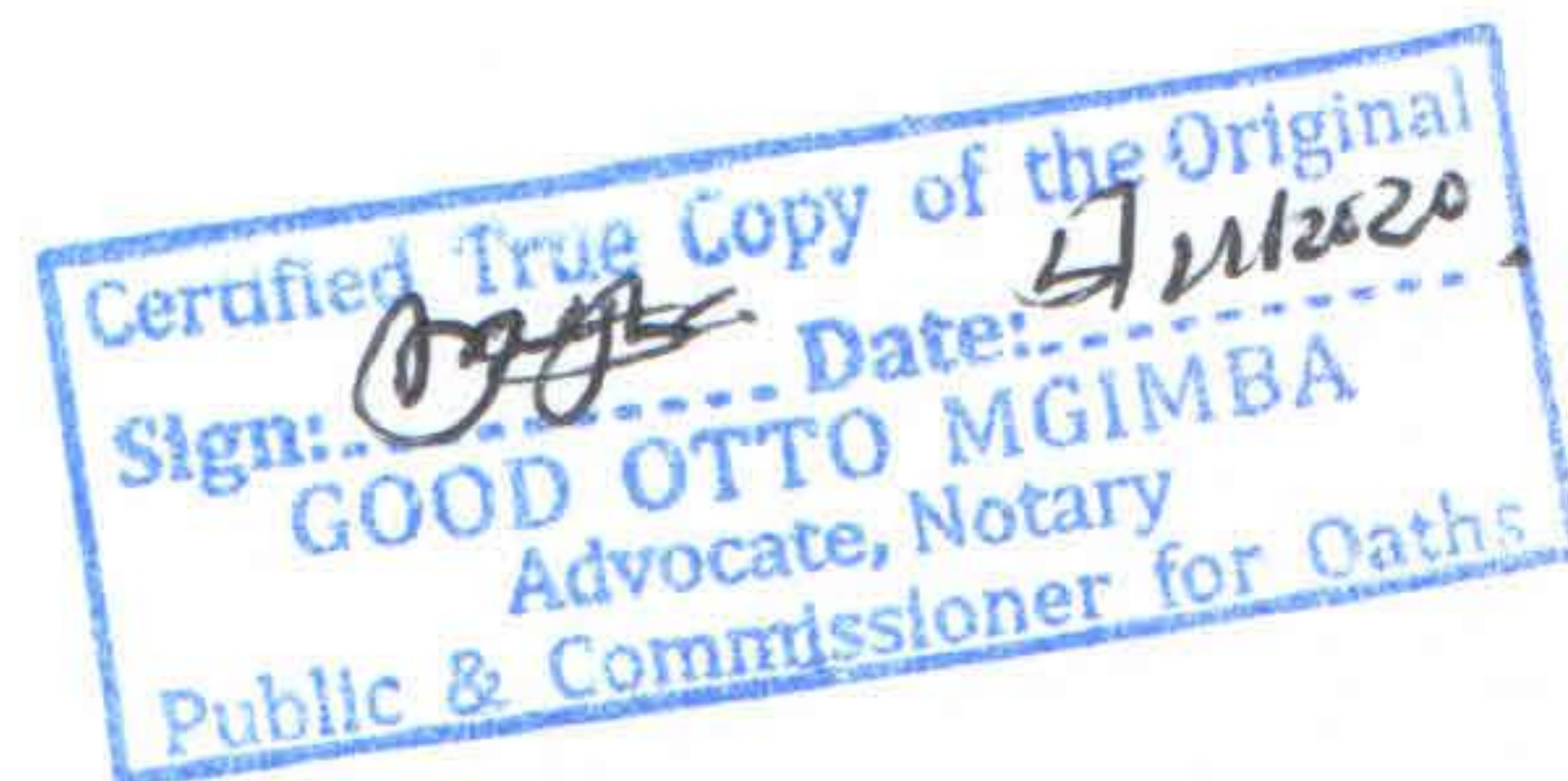
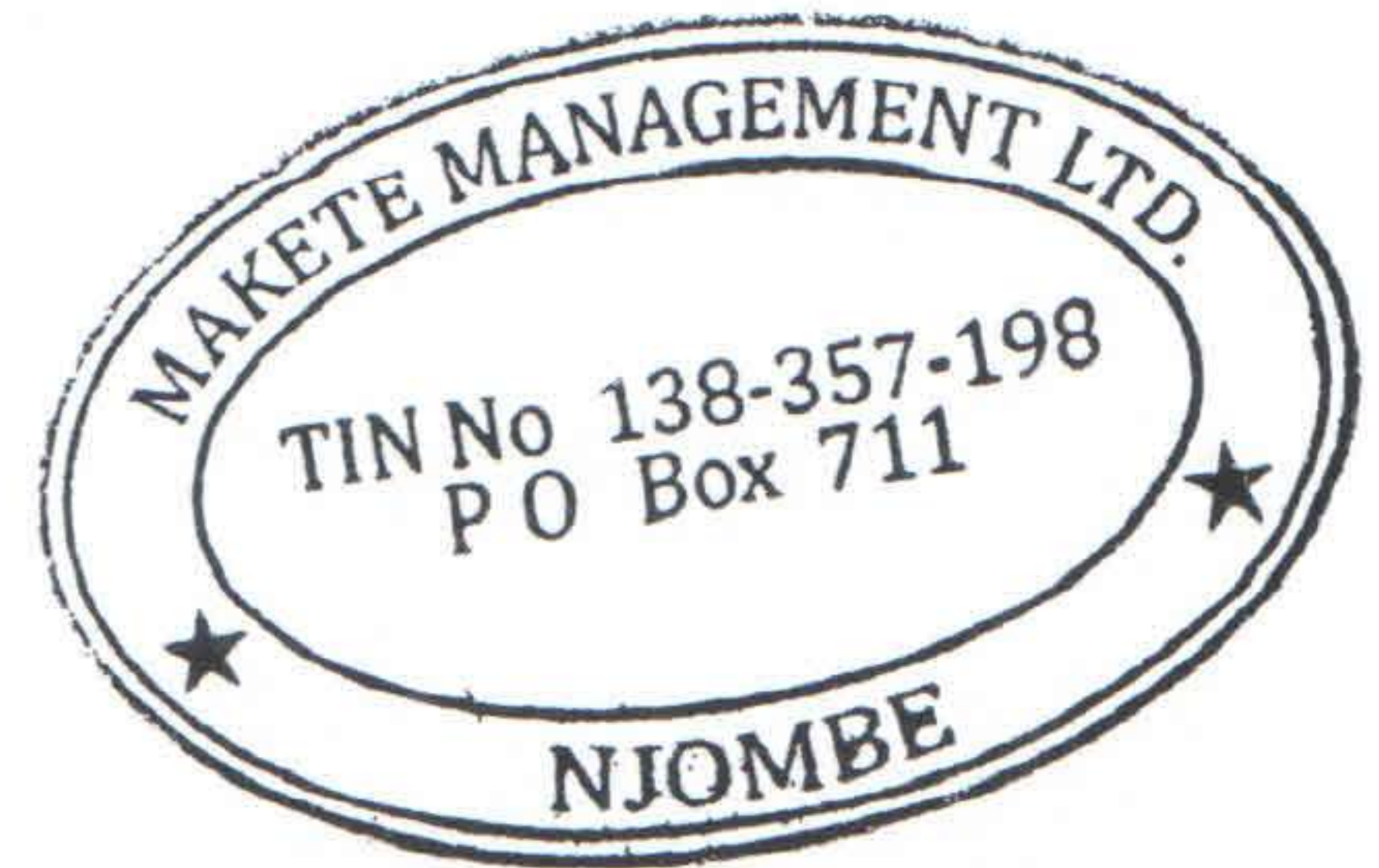
NAME: JENNIFER GAIL FEY

SIGNATURE: *J. Fey*

POSTAL ADDRESS: P.O. Box 711, NJOMBE

QUALIFICATION: DIRECTOR

} COMMON SEAL



THE LAW OF MARRIAGE ACT, (CAP: 29 RE: 2002)
SPOUSE CONSENT
(Under Section 59)

I, AULELIA KIDWAVI MAKASI of P.O. Box 678, IRINGA, adult, female, Christian and a resident of Kiponzelo village within Iringa Region do hereby swear and sincerely states as hereunder;

1. THAT, I am a legal wife of ZABRON JAMES MHEWA who is owner and occupier of farm No. 7 registered under title No. 4202-MBYLR at Kiponzelo Village within Iringa District.
2. THAT, I consent for the same be transferred to MAKETE MANAGEMENT LIMITED in consideration of the sum of 156,000,000/= ONE HUNDRED AND FIFTY SIX MILLION TANZANIAN SHILLINGS only.
3. THAT, by this affidavit let it be known that, I have no objection to such transfer and so my free consent is given without any influence from any person rather is an arrangement within me and my husband whose property is registered under his name.
4. THAT, all what is stated herein above is true to the best of my knowledge and I make this solemnly declaration conscientiously believing the same to be true and in accordance with Oath(Judicial Proceedings and Statutory Declaration Act, 196

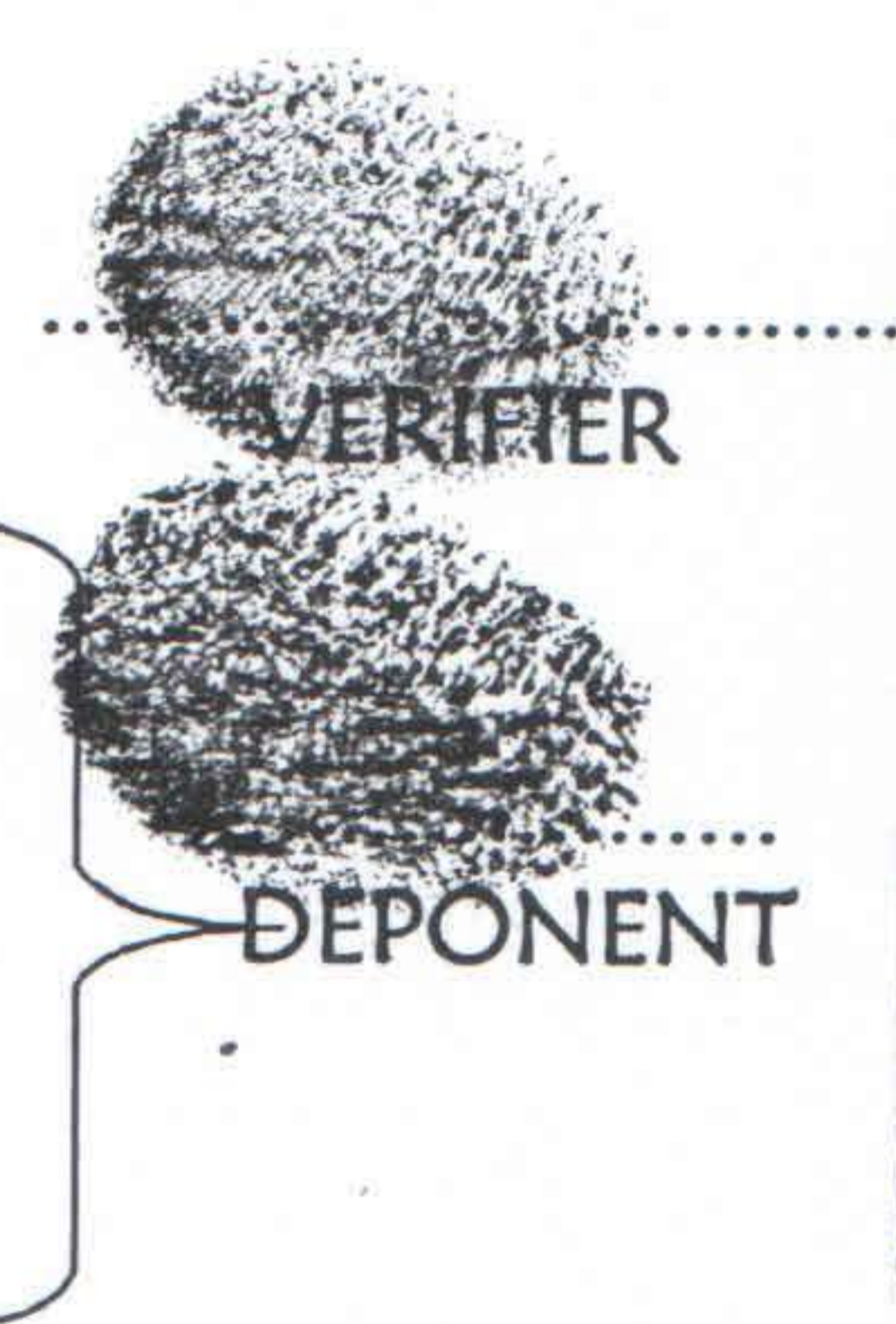
VERIFICATION

ALL what has been stated from paragraph 1, 2,3 and 4 above is true to the best of my own knowledge.

VERIFIED at IRINGA this.....22nd..... Day ofJUNE.....2020

SWORN at IRINGA by the said PRISCA ALANUS KOMBA who is known to me Identified to me by:

.....
The latter being known to me personally
In my presence thisDay of2020

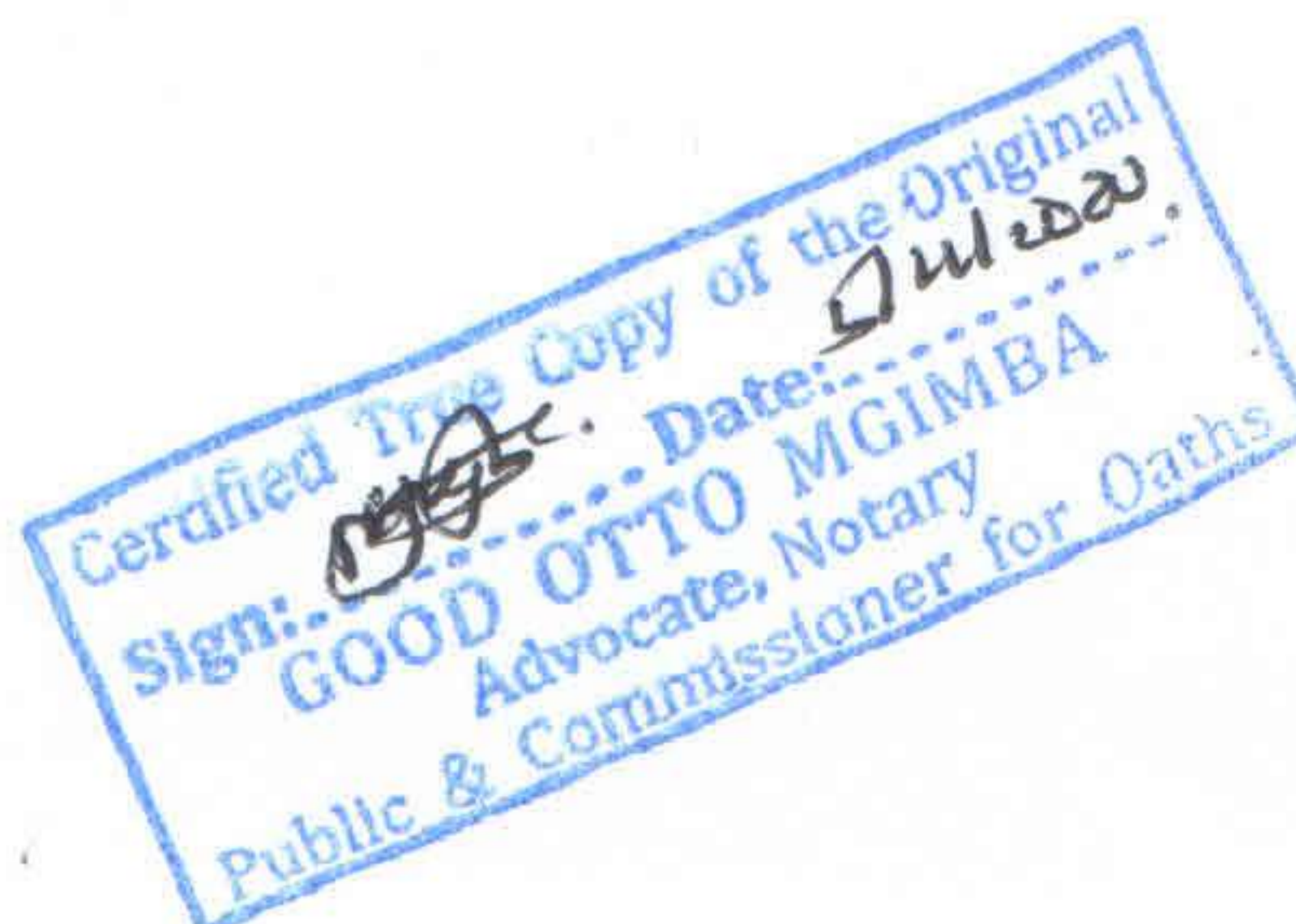


BEFORE ME;
NAME: ENELES KITTA

POSTAL ADDRESS: Box 2490, IRINGA

SIGNATURE: *Kitta*

QUALIFICATION: COMMISSIONER FOR OATHS (ADVOCATE)



THE LAW OF MARRIAGE ACT, (CAP: 29 RE: 2002)
SPOUSE CONSENT
(Under Section 59)

I, MICHELINA GAUDENSIO MWIKONZI of P.O. Box 678, IRINGA, adult, female, Christian and a resident of Kiponzelo village within Iringa Region do hereby swear and sincerely states as hereunder;

1. THAT, I am a legal wife of ZABRON JAMES MHEWA who is owner and occupier of farm No. 7 registered under title No. 4202-MBYLR at Kiponzelo Village within Iringa District.
2. THAT, I consent for the same be transferred to MAKETE MANAGEMENT LIMITED in consideration of the sum of 156,000,000/= ONE HUNDRED AND FIFTY SIX MILLION TANZANIAN SHILLINGS only.
3. THAT, by this affidavit let it be known that, I have no objection to such transfer and so my free consent is given without any influence from any person rather is an arrangement within me and my husband whose property is registered under his name.
4. THAT, all what is stated herein above is true to the best of my knowledge and I make this solemnly declaration conscientiously believing the same to be true and in accordance with Oath(Judicial Proceedings and Statutory Declaration Act, 196

VERIFICATION

ALL what has been stated from paragraph 1, 2,3 and 4 above is true to the best of my own knowledge.

VERIFIED at IRINGA this.....22nd..... Day ofJUNE.....2020

SWORN at IRINGA by the said PRISCA ALANUS KOMBA who is known to me Identified to me by:

.....
The latter being known to me personally
In my presence this22nd..... Day ofJUNE.....2020

.....M. G. KONTZ.....
VERIFIER

.....M. G. KONTZ.....
DEPONENT



BEFORE ME;
NAME:.....ENELES KITTA.....

POSTAL ADDRESS:Box 2490, IRINGA.....

SIGNATURE:.....Kitta.....

QUALIFICATION:COMMISSIONER FOR OATHS (ADVOCATE).....



TITLE NO: 4202-17DU

REGISTERED 16-8-1993

AT 9.30 AM



Mw. Kowab
Asst. Registrar of Titles

Stamp Duty Shs. 54/-
original Receipt No. A 6/85259
L.R. NO. 4732
15-2-93
IRF. NO. 9211
Mw. Kowab
Stamp Duty Officer

CERTIFICATE OF OCCUPANCY
The Land Ordinance (Section 9(1))

The third day of September 15-2-93
one thousand nine hundred and ninety three
Mw. Kowab
Stamp Duty Officer

PANGANI & STAMP DUTY ACT.

Stamp Duty Shs. 32/- Paid

Revenue Receipt No. A 3/85259

TITLE NO. 4202-MB-JR

THIS IS TO CERTIFY that LABLON JAMES MHEWA OF P.O. BOX 678, IRINGA

(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") as joint tenants/as tenants in common in equal shares for a term of thirty three--- years from the first day of January--- One thousand nine hundred and ninety three according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June 04..... shall thereafter pay rent of Shillings One thousand three hundred and five only (Shs. 1305/-)----- 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 Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years 2003, 2013 and 2023-----or within five

2. The land shall be used only for Agricultural and pastoral purposes.

3. The Occupier shall:-

(a) demarcate the boundaries of the land to the satisfaction of Iringa District Council-- (hereinafter called "the Authority") and thereafter so maintain such demarcation that the boundaries are always easily identifiable;

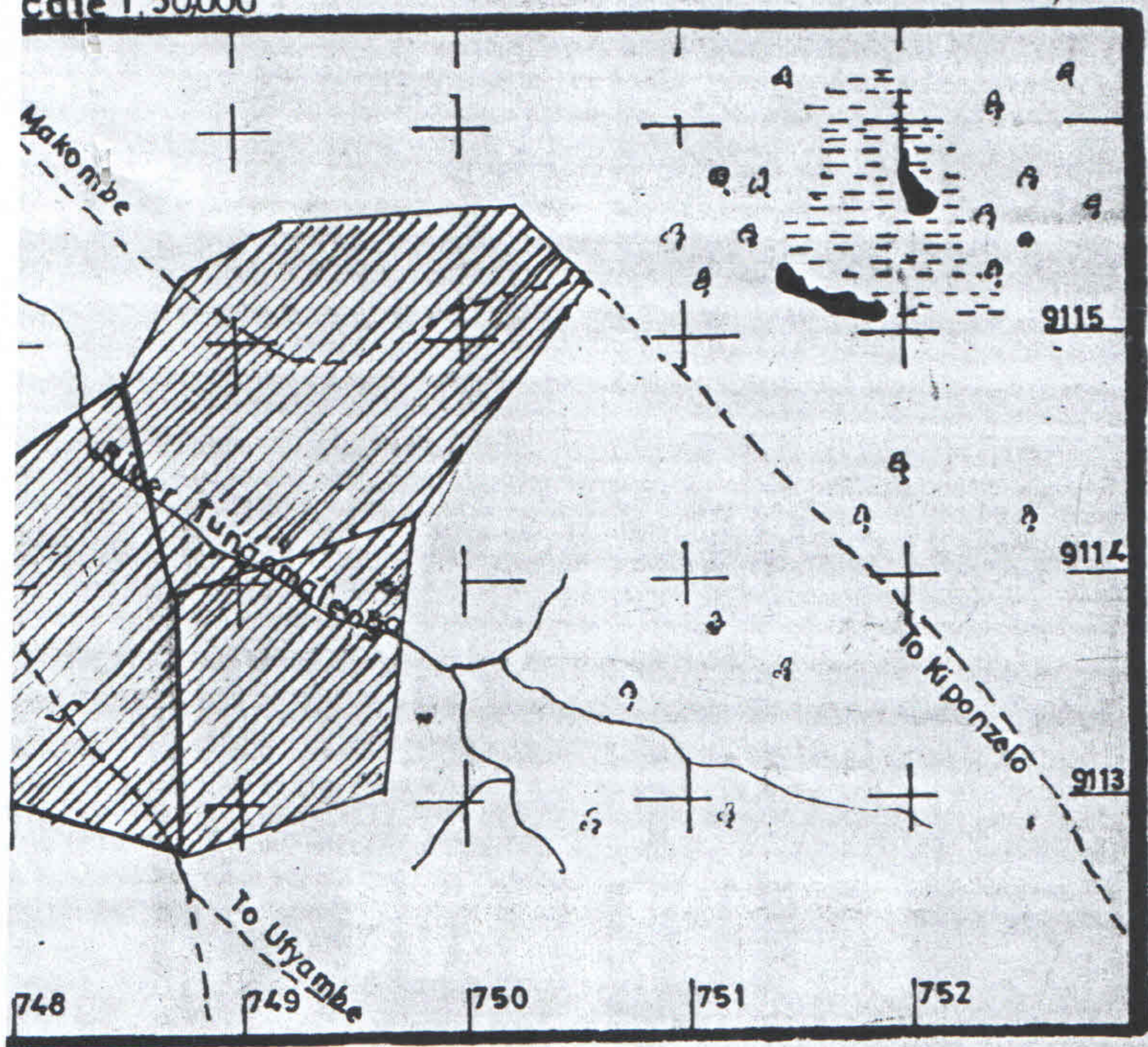
(b) do everything necessary to protect the soil and preserve soil fertility and prevent soil erosion on the land and cultivate the land so as not to cause soil erosion outside its boundaries and to all things which may be required by the Director of Agriculture to achieve such objects;

(c) 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 Commissioner for Survey and Mapping.

4. The Occupier shall not subdivide the land or assign, sublet or otherwise dispose of it or of any part of it without the previous written consent of the Commissioner for Lands. Any person other than the Occupier working or occupying the land otherwise than in the capacity of a servant or contractor of the occupier shall be deemed to be a sub-tenant for the purposes of this condition.

Certified True Copy of the Original
Signed: GOOD OTTO
Date: 14/2/93
Advocate, Notary
Public & Commissioner for Oaths

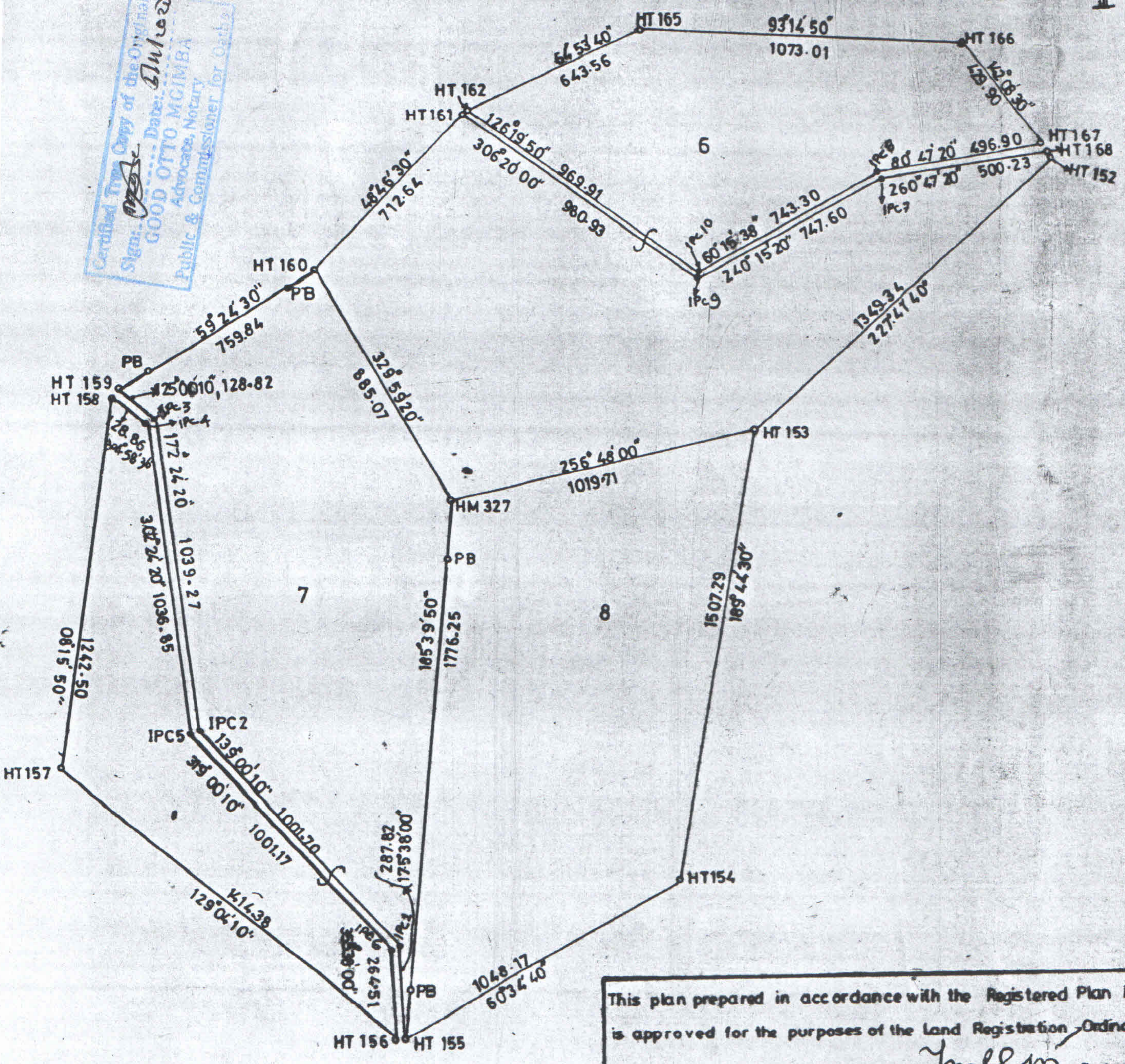
IRINGA DISTRICT.



Locality.....Kiponzelo.
 Farm No.....7
 L.O No94732.
 Area 208.6 Hectares.



Certified True Copy of the Original
 Signed: [Signature]
 Date: 21/1/20
 GOOD OTTO MCHIMBA
 Advocate, Notary
 Public & Commissioner for Oaths



This plan prepared in accordance with the Registered Plan No 21618 is approved for the purposes of the Land Registration Ordinance
 Director of Surveys and Mapping... [Signature] Date 14.4.

This plan implies no guarantee

