
SALE OF LAND AGREEMENT

This Sale of Land Agreement is made on the 5th day of July 2021

BETWEEN

KIGAMBONI INTERNATIONAL BUSINESS CENTRE CO. LIMITED of P.O. Box 36153, Dar es Salaam is a Private Company Limited by Shares with the Certificate of Incorporation Number 1384512 issued by the Registrar of Companies under the Companies Act 2002 and with the Certificate of Registration for Taxpayer Identification Number (TIN) 136-638-297 issued by the Commissioner for Domestic Revenue of the Tanzania Revenue Authority (hereinafter referred to as the "**Vendor**" which term shall where the context admits include its duly appointed agents, its successors, and assigns) on one side.

AND

MEDICAL DAWLIA LIMITED of P.O. Box 8859, Dar es Salaam is a Private Company Limited by Shares with the Certificate of Incorporation Number 139420020 issued by the Registrar of Companies under the Companies Act 2002 and with the Certificate of Registration for Taxpayer Identification Number (TIN) 139-420-020 issued by the Commissioner for Domestic Revenue of the Tanzania Revenue Authority (hereinafter referred to as the "**Purchaser**" which term shall where the context admits include its successors and assigns) on another side.

WHEREAS

- A. The Vendor is a company dealing with real estate business;
- B. The Purchaser is a company dealing with the business of medical devices;
- C. The Vendor is prepared, ready, willing, and able to sell property to the Purchaser, and the Purchaser is prepared, ready, willing, and able to purchase property; and
- D. The Vendor and the Purchaser intend to give their cooperation and secure footing by executing this Agreement on the date aforementioned.

WHEREBY IT IS AGREED EXPRESSLY AS FOLLOWS: -

1. DESCRIPTION OF THE PROPERTY

- 1.1 This Purchaser is purchasing from Vendor two Plots with description as Plot Numbers P14561 and P14562 from the Registered Survey Plan Number

DSMS0024207 of Kisarawe II, Kigamboni Municipality, Dar es Salaam approved on **30th June 2021** by **Geofrey Kameta**, Surveyor In Charge. Refer to the Approval Letter dated **30th June 2021** and Register Survey Plan Number **DSMS0024207** collective marked as **"Annexure A"** form part of this Agreement.

- 1.2** Plot Number **P14561** has the following coordinates of the beacons: -

STATION	EASTINGS	NORTHINGS
DNS 100	542 780.79	9 234 292.43
DNS 99	542 709.18	9 234 342.42
EPY 631	542 651.68	556808.274
EPY 586	542 674.86	9 234 232.62
EPY 585	542 667.55	9 234 219.58
EPY 584	542 722.67	9 234 207.34

- 1.3** Plot Number **P14562** has the following coordinates of the beacons: -

STATION	EASTINGS	NORTHINGS
EPY 631	542 651.68	9 234 247.44
EPH112	542 643.75	9 234 234.57
EPH113	542 648.32	9 234 223.86
EPY 585	542 667.55	9 234 219.58
EPY 586	542 674.86	9 234 232.62

- 1.4** Plot Numbers **P14561** and **P14562** are collectively referred to as **"the Properties."**
- 1.5** Plot Number **P14561** shall be used as the religious site to be developed to a **"Mosque."**
- 1.6** Plot Number **P14562** shall be used as the light industry site to be developed to a **"Medical Devices Factory."**

2. PURCHASE PRICE

The Purchaser shall pay the Vendor the Purchase Price of the Properties in a consideration as follows: -

- 2.1** The Purchase Price shall be **United States of America Dollar Forty Thousand (US \$ 40,000).**
- 2.2** The Purchase Price shall be paid by the Purchaser to the Vendor on same day of signing of this Agreement.
- 2.3** The Purchase Price shall be paid in cash or by bank transfer to the Account to be provided by the Vendor.

3. WARRANTS

The Vendor warrants to the Purchaser as follows: -

- 3.1 The Vendor is the legal and beneficial owner of the Properties which are free and clear of all encumbrances;
- 3.2 The Properties are not a buffer zone, road reserve, or public land, and in so far as the Vendor is aware the ownership of the Properties are not subject to any challenge whatsoever from the Government of Tanzania, or any third party whatsoever;
- 3.3 The Vendor has the legal capacity to enter and to perform and observe the terms of this Agreement;
- 3.4 The Vendor is not engaged in any dispute, litigation, arbitration, administrative or criminal proceedings, or any governmental action with any person in connection with the ownership or use of the Properties or the boundaries of the Properties and there is no fact or circumstance likely to give rise to any such dispute, litigation, arbitration, administrative or criminal proceedings or any governmental action by or against the Vendor in relation to the Property;
- 3.5 The Vendor has not given any rights of way, easement or any overriding interest over the Properties and has no intention of so doing;
- 3.6 All covenants, restrictions, stipulations, conditions and other encumbrances affecting the Properties have been strictly observed and performed;
- 3.7 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 to take possession or which would in any other way affect or restrict the continued possession enjoying or use of the Properties;
- 3.8 The maximum liability on account of breach of warranty singular or cumulative is no limited to the Purchase Price and the warranties shall be valid for a maximum period of 12 months from the date of this Agreement;
- 3.9 The Purchaser acknowledges and confirms through its directors have inspected and surveyed the Properties and purchase the Properties with full knowledge of its actual size state and condition and shall take the Property as it stands;
- 3.10 The Purchaser has been provided with a copy of the registered Survey Plan of the Properties and has no requisitions thereto.



4. CONFIDENTIALTY

- 4.1 Unless where expressly required by Statute, this Agreement, its terms, and purport shall not be divulged to any third party or at all-either in part or in its entirety-without the consent in writing of the both parties.
- 4.2 Any commercial information that may become available to the parties in the performance of this Agreement shall not be divulged to any third party or at all. Both parties shall ensure that their servants, agents, and/or employees comply with this clause.

5. COSTS OF TRANSFER AND TAXES

- 5.1 The Vendor shall responsible to pay all taxes and costs relating to the transfer of Properties in this Agreement.

6. LAW AND JURISDICTION

- 6.1 The Laws of Tanzania mainland governing transactions of selling of land shall be applied herein.
- 6.2 The parties hereby irrevocably agree that any legal action, suit or proceeding against either party in connection with this Agreement or for recognition or enforcement of any judgment rendered in any such action, suit or proceeding may be brought in the Courts of the Tanzania mainland having subject matter jurisdiction, and, by execution and delivery of this Agreement, the parties hereby irrevocably accept and submit to the Courts in the Tanzania mainland.

IN WITNESS whereof the duly authorized representatives of the parties herein have set their respective hands the day and year hereinbefore written.

SEALED, SIGNED and DELIVERED at Dar es Salaam
with the COMMON SEAL of KIGAMBONI
INTERNATIONAL BUSINESS CENTRE CO. LIMITED
in the presence of us on this 5th day of July 2021.

Name: **Hussein Abdulkarid Hussein**

Signature:



Designation: **Director**



IN WITNESS BEFORE ME: -

Name: Kika Ali Mzige
Signature: Kika
Postal Address: P.O. Box 65040
Dar es salaam
Designation: Notary Public, Roll # 4016



SEALED, SIGNED and DELIVERED at Dar es Salaam with the COMMON SEAL of MEDICAL DAWLIA LIMITED in the presence of us on this 5th day of July 2021.



Name: Abdallah Masoud Saad Ahmad
Signature: [Signature]
Designation: Director

IN WITNESS BEFORE ME: -

Name: Kika Ali Mzige
Signature: Kika
Postal Address: P.O. Box 65040
Dar es salaam
Designation: Notary Public, Roll # 4016



Prepared and Drawn by: -



MZIGE & ASSOCIATES
Advocates | Commissioner for Oaths | Notary Public

Mzige & Associates

Advocates | Commissioner for Oaths | Notary Public

M 17 Mezzanine Floor, Uhuru Heights Building

Plot No. 63 Block No. 27, Bibi Titi Mohammed Street

Upanga Area, Upanga East Ward, Ilala District

P.O. Box 65040, Dar es salaam

[C] **+255 652 57 68 49** [T] **+255 22 215 0628**

[E²] **kika.mzige@mzigeassociates.co.tz**

[E²] **kmzige@gmail.com**

MZIGE & ASSOCIATES
M 17 Mezzanine Floor, Uhuru Heights
Plot Number 63/27
Bibi Titi Mohammed Street
Upanga Area
Upanga East Ward, Ilala District
P. O. Box 65040
Dar es Salaam, Tanzania