

AGREEMENT FOR SALE OF A PIECE OF LAND

VENDOR: Ahmed Zakaria Hamil,
P.O. Box 106151
Dar es salaam.
Tanzania.

PURCHASER: MYAFRICA PROPERTIES Ltd,
P.O. Box 88, Moshi,
Moshi,
Tanzania.

PROPERTY: A piece of land, measuring 5.0 acres (five acres), (118 x 175 meters), fenced, situated at Malula Village, King'ori Ward, Arumeru District, Arusha Region.

The land location is clearly marked on attachment "A" with GPS points A – D.

A = B -3.375948, L 37.030929
B = B -3.375535, L 37.032039
C = B -3.377085, L 37.032392
D = B -3.377224, L 37.031485

NEIGHBORS:

- i) North: Moikani Kisunguya
- ii) South: Moshi to Arusha road
- iii) East: a road to the village
- iv) West: Vuanaeli Ibanya

WHEREAS:

The Vendor is owner of **ALL THAT** piece of land more particularly described hereinabove free from encumbrances (hereinafter called "the Property").

AND WHEREAS

The Vendor has agreed to sell the Property to the Purchaser and the Purchaser has agreed to purchase the Property as prescribed hereinabove.

IT IS HEREBY AGREED as follows:

CONSIDERATION:

_____) payable through Bank transfer to vendors account upon execution hereof (receipt whereof the Vendor hereby acknowledge this 24th of February, 2020 – after signing the contracts by all parties

*Certified True Copy
of the Original*

ADVOCATE

DHS

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4/2

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1. That the Vendor agrees that the mentioned Property becomes in possession of the Purchaser once the Purchase price has been fully paid;
2. The Purchaser hereby acknowledges to have inspected the Property herein sold and is satisfied by its present condition;
3. That the Vendor shall take all the necessary steps of sale to ensure that ownership of the property is transferred to the Purchaser;
4. The Purchaser and Vendor shall bear the requisite fees and other disbursements arising out of, and in connection with this agreement as follows:-
 - Village fee – 50/50 (fifty/fifty),
 - Title search – Purchaser alone
 - Lawyer fees – purchaser alone
 - Broker fees – 50/50 (fifty/fifty)
5. All taxes and other statutory payments pertaining to the survey and transfer of the land to My Africa will be born by the purchaser.
6. That the Property hereby agreed to be sold is free of mortgage and liability, in the event the Purchaser is called upon to pay any mortgage or liability owing or arising out of the Property as at the date hereof, the Vendor shall automatically indemnify the Purchaser;
7. That the sale of the Property has been consented by the wife of the Vendor, sanctioned and approved by the village and ward leaders been aware that the property belongs to the Vendor and he has right to sell it to the Purchaser;
8. That in the event of any ambiguity, the terms and conditions of this agreements shall always prevail and all parties hereto have expressly agreed to be bound by the terms, conditions and spirit of this agreement;
9. That in case of breach of any term or condition of this agreement, the party aggrieved shall be at liberty to institute a civil suit in court of Law of competent jurisdiction for appropriate legal redress;

Blas

W. N. M. M.

TM

IN WITNESS WHEREOF the parties hereof have hereunto set their respective hands the day and year hereinafter appearing.

SIGNED and DELIVERED by the said }
 Ahmed Zakaria Hamil who is }
 known to me personally/ identified to me by }
the later-being }
 known to me personally in my presence }
 this 20th day of February, 2020 }

[Handwritten Signature]

 Vendor



**Certified True Copy
 of the Original**
[Signature]
 ADVOCATE

[Handwritten mark]

Name: RENFRIDA G. JENGO
Signature: [Signature]
Designation: CEO - MALILWA

AREA MTENDANI
KUSIA CHA MALILWA
MAR 24 10 21 2020

SEALED with the COMMON SEAL of MYAFRICA }
PROPERTIES LTD and DELIVERED in the }
presence of us at Moshi thisday of 20.....} SEAL

1. Name: [Signature]
Signature: [Signature]
Qualification: Director

MyAfrica Properties Limited
P.O. Box 88, Moshi - Tanzania
Phone: +255 747 005 533
www.myafrica-properties.com

2. Name: DOMINIC SHOO
Signature: [Signature]
Designation: Director

[Signature]

WITNESS

1. Name: YIDA AHMED HAMIL
Signature: [Signature]
(wife of the Vendor)

**Certified True Copy
of the Original**
[Signature]
ADVOCATE

2. Name: m. molled
Signature: [Signature]
(neighbor North)

3. Name:
Signature:

[Signature]

4. Name: L K Mollé

Signature: [Signature] (neighbor East)

5. Name: VEMEL IBANYA AMARI

Signature: [Signature] (neighbor West)

6. Name: [Redacted]

Signature: SOINE KESUNGUYA XTOLLEL (previous owner of plot - before vendor)

BEFORE ME

[Signature] Advocate



[Handwritten mark]

DGS

Certified True Copy of the Original
[Signature]
ADVOCATE

[Handwritten mark]

[Handwritten mark]

Airport Planet Lodge
@Kilimanjaro...

Arusha - Himo Rd

Das

Wanuli

Certified True Copy
of the Original
[Signature]
ADVOCATE

B

C

A

D

Rd

AGREEMENT FOR SALE OF OF LAND

VENDOR: Vehael Ibanya Mmari,
P.O. Box 1237,
Moshi.
Tanzania.

PURCHASER: MYAFRICA Ltd,
P.O. Box 88,
Moshi,
Tanzania.

PROPERTY: CT. No. 50712, Plot No. 112, Block 'A', Malula,
Arumeru District. Measuring 3915 SQM.

WHEREAS:

The **Vendor** is the registered owner of the Right of occupancy described hereinabove free from encumbrances (hereinafter called "**the Property**").

AND WHEREAS

The **Vendor** has agreed to sell the **Property** to the **Purchaser**, and the **Purchaser** has agreed to purchase the **Property** as prescribed hereinabove.

IT IS HEREBY AGREED as follows:

CONSIDERATION: T. shs. 76, 500,000/= (seventy six million five hundred thousand only) equivalent to USD 33,000 (thirty three thousand only) payable through **Vendor's** bank account in a week time from the date of signing of this agreement.

1. That the **Vendor** shall forthwith handover to the **Purchaser** the mentioned **Property** herein sold upon the purchase price been fully paid;
2. That the **Vendor** shall take all the necessary steps to ensure ownership of property is transferred to the **Purchaser**;
3. The **Purchaser** and **Vendor** shall respectively bear lawful payments in connection with this agreement as provided under the law;

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of the Original*

ADVOCATE

4. That the **Property** hereby agreed to be sold is free of mortgage and any liability, in the event the **Purchaser** is called upon to pay any mortgage or liability owing or arising out of the **Property** as at the date hereof, the **Vendor** shall automatically indemnify the **Purchaser**;
5. That in the event of any ambiguity, the terms and conditions of this agreements shall always prevail and all parties hereto have expressly agreed to be bound by the terms, conditions and spirit of this agreement;
6. That in case of breach of any term or condition of this agreement, the party aggrieved shall be at liberty to institute a civil suit in court of Law of competent jurisdiction for appropriate legal redress;

IN WITNESS WHEREOF the parties hereof have hereunto set their respective hands the day and year hereinafter appearing.

SIGNED and DELIVERED by the said }
Vehael Ibanya Mmari who is

known to me personally/ identified to me by }

.....the latter being }

known to me personally in my presence }

this . 28th day of July, 2020.

Before me :

Signature :

Qualification :



[Handwritten signature]

Vendor



[Handwritten initials]

SEALED with the COMMON SEAL of MYAFRICA }

PROPERTIES LTD and DELIVERED in the }

presence of us at Moshi this 28th day of July, 2020 }

1. Name :

Signature :

Qualification :

2. Name:

Signature;

Qualification:

3. Witness: Erick Lazaro Urassa

Signature:

Seal

*Certified True Copy
 of the Original*

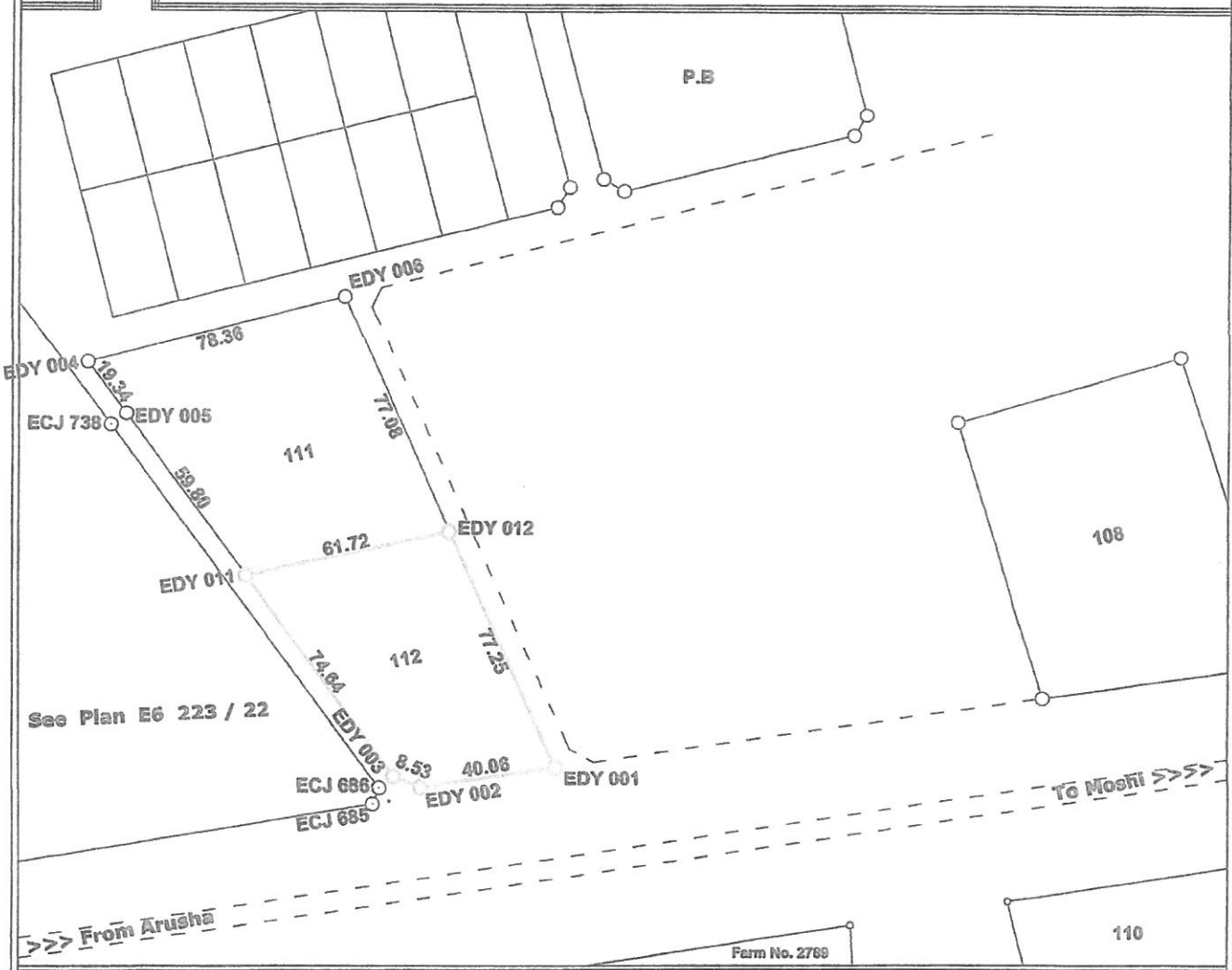
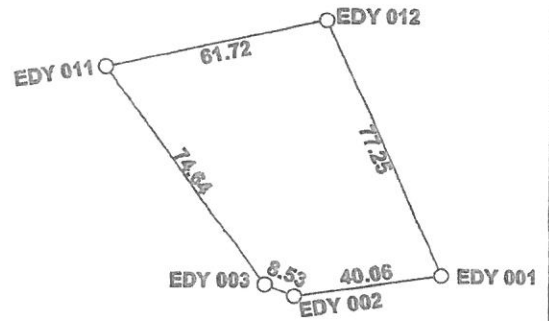
ADVOCATE

ARUMERU DISTRICT



INSET SHOWING DETAILS OF PLOT

LOCALITY : MALULA
BLOCK : A
PLOT NO. : 112
L.O. NO. : 516188
AREA : 3915 SQM



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

This plan, prepared in accordance with Registered Plan No 81185 approved for the purpose of the Land Registration ordinance.

Director of Surveys and Mapping _____ date _____
 Ministry of Lands, Housing & Human Settlements Development.

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of the Original*

PLAN E5 223/37

ADVOCATE

ARUMERU DISTRICT

INSET SHOWING DETAILS OF PLOT

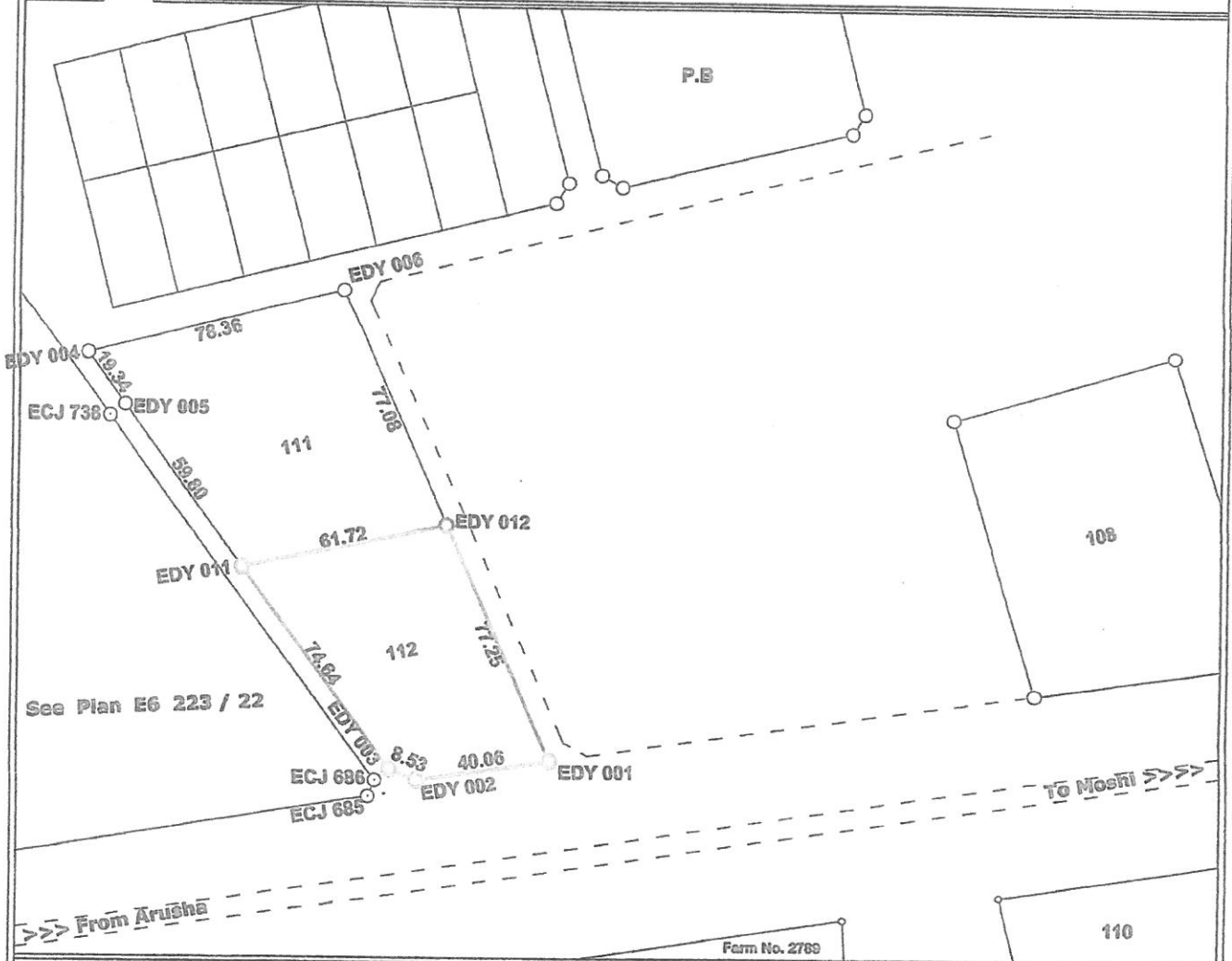
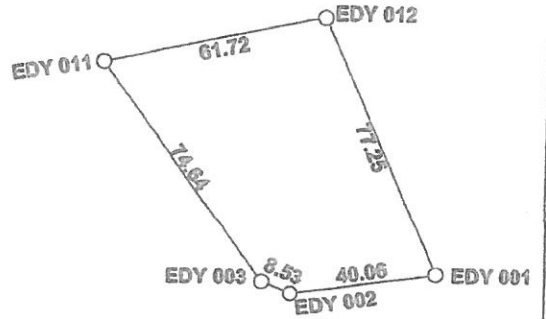
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PLAN E5 223/37

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of the Original*

ADVOCATE

AGREEMENT FOR SALE OF OF LAND

VENDOR:

Vehael Ibanya Mmari,
P.O. Box 1237,
Moshi,
Tanzania.

PURCHASER:

MYAFRICA Ltd,
P.O. Box 88, Moshi,
Moshi,
Tanzania.

PROPERTY:

CT. No. 516187, Lo. No. 516187, Plot No. 111,
Block 'A' Malula, Arumeru District. Measuring
5214 SQM.

WHEREAS:

The **Vendor** is the registered owner of the Right of occupancy described hereinabove free from encumbrances (hereinafter called "**the Property**").

AND WHEREAS

The **Vendor** has agreed to sell the **Property** to the **Purchaser**, and the **Purchaser** has agreed to purchase the **Property** as prescribed hereinabove:

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CONSIDERATION:

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*Certified True Copy
of the Original*

ADVOCATE

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IN WITNESS WHEREOF the parties hereof have hereunto set their respective hands the day and year hereinafter appearing.

SIGNED and DELIVERED by the said }
Vehael Ibanya Mmari who is

known to me personally/ identified to me-by }

.....the latter being }

known to me personally-in my presence

this . 28th day of July, 2020.

Before me :

Signature :

Qualification :



[Handwritten Signature]

Vendor



SEALED with the COMMON SEAL of MYAFRICA }

PROPERTIES LTD and DELIVERED in the }

presence of us at Moshi this 28th day of July, 2020 }

1. Name : *Thomas Mumbwa*

Signature : *[Handwritten Signature]*

Qualification : *MD*

2. Name: *Dominic Shoo*

Signature; *[Handwritten Signature]*

Qualification: *MD*

3. Witness: Erick Lazaro Urassa

Signature: *[Handwritten Signature]*

.....

Seal

**Certified True Copy
 of the Original**
[Handwritten Signature]
ADVOCATE

ARUMERU DISTRICT

INSET SHOWING DETAILS OF PLOT

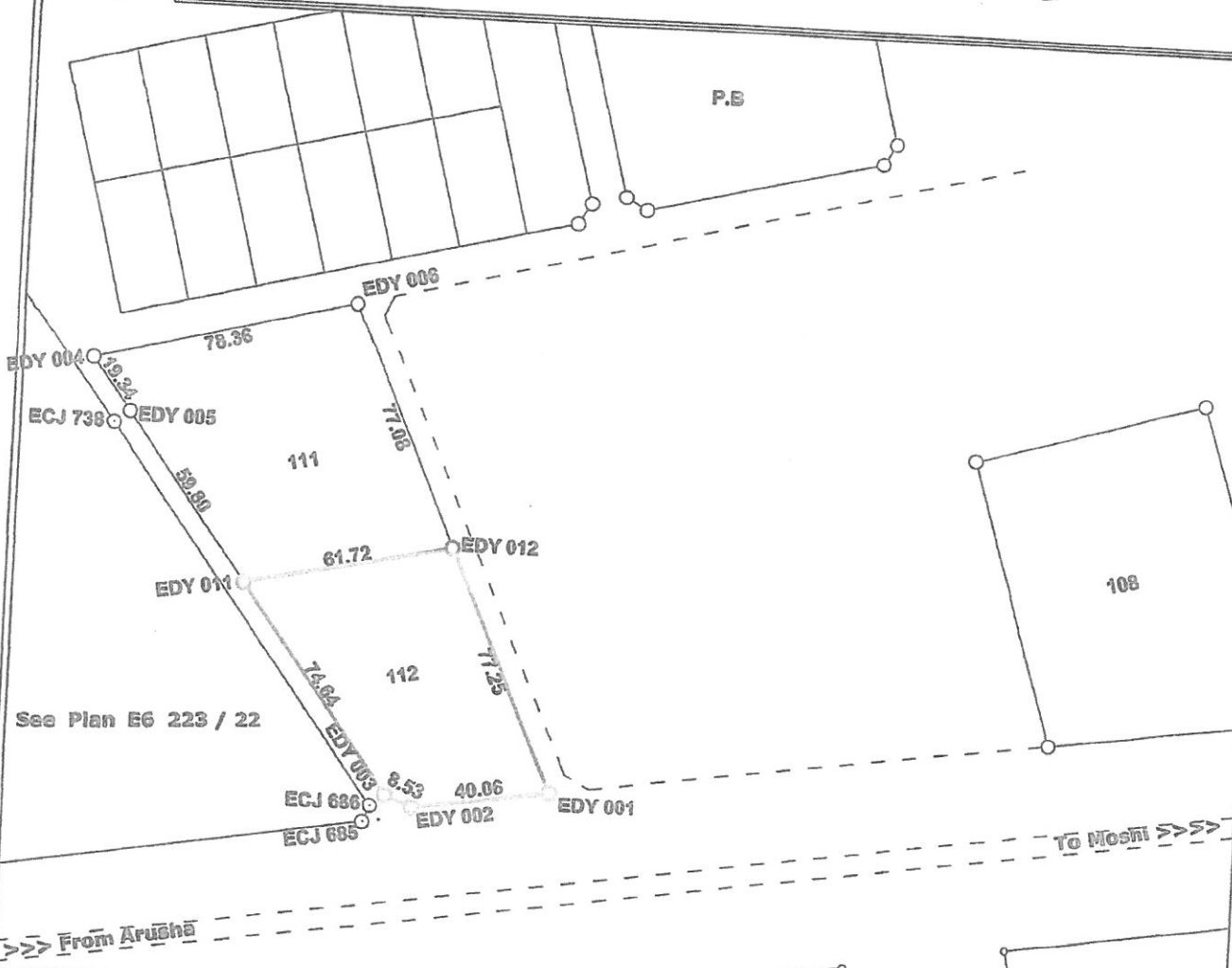
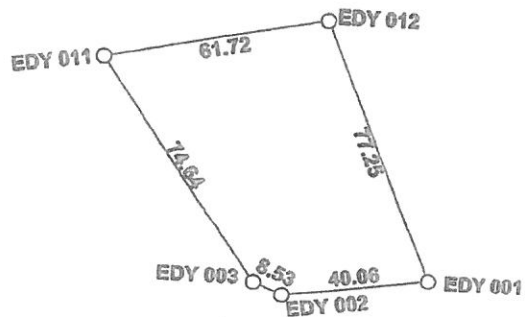
LOCALITY : MALULA

BLOCK : A

PLOT NO. : 112

L.O. NO. : 516188

AREA : 3915 SQM



See Plan E6 223 / 22

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Director of Surveys and Mapping _____ date _____
Ministry of Lands, Housing & Human Settlements Development.

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PLAN E5 223/37

ADVOCATE