

**AGREEMENT FOR SALE OF UNSURVEYED LAND**

*Between*

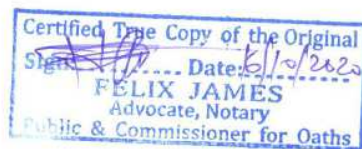
**NTABO MAJABI NALIMI & ABDALLAH KINGI NKULA**

*And*

**SUPATRO COMPANY [T] LIMITED**

**DRAWN BY:**

LCA & CO ADVOCATES,  
SHARIFF BUILDING,  
ISAKA ROAD,  
P.O. BOX 111,  
**KAHAMA - SHINYANGA**



## SALE AGREEMENT

This Agreement is made this 08<sup>th</sup> day of OCTOBER, 2020.

### BETWEEN

**NTABO MAJABI NALIMI & ABDALLAH KINGI NKULA of Po Box 472 KAHAMA – SHINYANGA** (hereinafter referred to as the “**Vendors**” which term covers and includes his successors in title) of the one part;

### AND

**SUPATRO COMPANY [T] LIMITED** of P.O.Box 21141 DAR ES SALAAM, (hereinafter referred to as the “**Purchaser**” which term where the context so admits, will include his SHAREHOLDERS/REPRESENTITIVES in title) of the other part.

### WHEREAS:

- A. The Vendors are the lawful owners of 19.6 Unsurveyed Arces [herein referred as the property] located at CHAPULWA VILLAGE/STREET, MWENDAKULIMA WARD, WITHIN KAHAMA DISTRICT and SHINYANGA REGION.
- B. The boundaries of the said Unsurveyed land is as follows  
NORTHERN, SOUTHERN and EASTERN PART is bounded by the public Road, in the WESTERN PART is bounded with MASANJA ERNEST.
- C. The code nets of the above said property is as follows;

POINT	LATITUDE	LONGITUDE
1	3 53 11.5	32 41 40.0
2	3 52 59.6	32 41 40.0
3	3 52 05.2	32 41 51.3
4	3 53 06.5	32 41 54.3
5	3 53 07.2	32 41 56.7
6	3 53 07.3	32 41 53.8
7	3 53 07.7	32 41 50.7
8	3 53 07.6	32 41 49.0
9	3 53 08.8	32 41 47.5

- D. The Vendors have desired and agreed with the Purchaser for the sale of the whole of the property and all other things existing thereon;
- E. Both the Vendors and the Purchaser have conducted negotiations on the sale/purchase of the property.

**NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS:-**

1. That, the Vendors hereby sells and the Purchaser hereby buys the unsurveyed land described above at a price of **Tshs. TWENTY TWO Million**, (Tshs. 22,000,000/=) only which have been paid fully today on this 08<sup>th</sup> day of OCTOBER 2020 in lump sum on the date of executing this deed.
2. That, the Vendors guarantee that the property sold to the Purchaser is free from all encumbrances whatsoever and further that its description is believed and shall be deemed to be correct as disclosed or as apparent on inspection or search by each of them. Furthermore, the Vendors know no overriding interests regarding the property.
3. That the Purchaser agrees and undertakes at her own expenses to bear and discharge all outstanding/existing rents, rates, taxes, service charges and others levies on the property.
4. That all the costs relating the capital gain tax, survey, and all steps with regards to transfer of the ownership from the Vendor's name into that of the purchaser will be borne by the purchaser, after making necessary arrangements with the issuing Authority.
5. That on receiving the purchase price as agreed herein, the Vendors shall immediately hand over to the Purchaser all the original documents which relate exclusively to the property. Further, once the Purchaser has taken over possession of the property, he will thereafter be liable to pay any future taxes, rents and other charges levied on it.
6. That in event the Purchaser does not succeed to have the property registered in his own name for any reason attributed to the vendors, then the vendors will refund and reimburse the purchase price with other expenses incurred by the purchaser respectively and both parties will revert to their original positions.
7. That, this contract shall operate under the laws of The United Republic of Tanzania and any other laws that which will be used at that time.

IN WITNESS WHEREOF parties have duly executed these presents in the manner and on the day and the year hereinafter appearing.

SIGNED AND DELIVERED at Kahama by the said **NTABO NAJABI NALIMI** the owner who is known to me / identified to me by..... the later being known to me personally this .....<sup>08</sup> day of .....<sup>10</sup>..... 2020

*NTabos*  
.....  
**VENDOR**

SIGNED AND DELIVERED at Kahama by the said **ABDALLAH KINGI NKULA** the owner who is known to me / identified to me by..... the later being known to me personally this .....<sup>08</sup> day of .....<sup>10</sup>..... 2020

A-K  
.....  
**VENDOR**

**VENDORS'S WITNESS**

Name: **MAJABI NTABO MAJABI**  
Signature.....*M. M*.....  
Address: **0764 - 100925**

Name: **AYUBU SAID MASUDI**  
Signature.....*A.S*.....  
Address: **0762 - 341982**

**BEFORE ME**

Name:.....*Goodluck Helman*.....  
Signature:.....*[Signature]*.....  
Postal Address:.....*P.O. Box 111 - Kahama*.....  
Date:.....*08/10/2020*.....  
Qualification:.....*ADVOCATE*.....



SIGNED and DELIVERED at Kahama by the said **MOHAMED YOUSIF SULIMAN BAGOUSH [THE DIRECTOR OF SUPATRO COMPANY [T] LIMITED** who is known to me / identified to me by .. the later being known to me Personally this .....<sup>08</sup> day of .....<sup>10</sup>..... 2020.

*[Signature]*  
.....  
**PURCHASER**



**PURCHASER'S WITNESS**

Name **PETER ANDREW ODIERO**

Signature *A. Odiro*.....

Address; **P.O.BOX 10228 MWANZA**

Name: **JOSEPH BONIFACE NTIRUGELEGWA**

Signature *J. Ntirugelegwa*.....

Address: **0715 - 072273**

**BEFORE ME**

Name:.....

Signature: *Without*.....

Postal Address: *P.O. BOX 111 KISUMU*.....

Date: *08/10/2020*.....

Qualification: *Dwight*.....



Certified True Copy of the Original  
Sign: *[Signature]* Date: *10/10/2020*  
**FELIX JAMES**  
Advocate, Notary  
Public & Commissioner for Oaths



**TUME YA TAIFA YA UCHAGUZI  
KADI YA MPIGA KURA**



Jina Kamili - Full Name  
**NTABO M NALIMI**

Tarehe ya Kuzaliwa - Date of Birth  
**12/07/1960**

Jinsia - Gender **ME**

Kata - Ward  
**MWENDAKULIMA**

Mtaa/Kijiji - Street/Village  
**MWIME**

Kituo cha Kuandikisha - Registration Centre  
**OFISI YA VEO**



*Handwritten signature*



Namba ya Mpira Kura

**T-1004-4616-085-5**

**KADI HII IMETOLEWA NA TUME YA TAIFA YA UCHAGUZI**



Kadi hii ni mali ya Tume ya Taifa ya Uchaguzi huruhusiwa kufanya mabadiliko ya aina yoyote wala kumpatia mtu asyeruhusiwa kutumia, kama ikipotea au kuharibika toa taarifa ofisi ya Tume ya Taifa ya Uchaguzi:

S.L.P. 10923 Dar es Salaam  
Simu. +255 22 21 14963 -6