

AGREEMENT FOR SALE OF UNSURVEYED LAND

Between


PIUS MABULA GILI

And

SUPATRO COMPANY (T) LIMITED

DRAWN BY:

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

Certified True Copy of the Original
Sign:  Date: 16/5/2020
FELIX JAMES
Advocate, Notary
Public & Commissioner for Oaths

SALE AGREEMENT

This Agreement is made this 08th day of OCTOBER, 2020.

BETWEEN

PIUS MABULA GILI of Po Box 472 KAHAMA - SHINYANGA (hereinafter referred to as the "**Vendor**" 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 Vendor is the lawful owners of 19.5 Unsurveyed Acres [herein referred as the property] located at SANGILWA VILLAGE/STREET, MONDO WARD, WITHIN KAHAMA DISTRICT and SHINYANGA REGION.
- B. The boundaries of the said Unsurveyed land is as follows EASTERN part bounded with Public road, SOUTHERN part bounded with ABDALLAH KINGI NKULA and NTABO MAJABI, SOUTHERN part bounded with INDUSTRIAL AREAS, in the WESTERN PART is bounded with BAHATI BOYA.
- C. The code nets of the above said property is as follows;

POINT	LATITUDE	LONGITUDE
1	03 52 54.4	32 42 01.2
2	03 52 51.6	32 41 53.6
3	03 53 04.7	32 41 50.6
4	033 06.7	32 41 54.3

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

NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS:-

1. That, the Vendor hereby sells and the Purchaser hereby buys the unsurveyed land described above at a price of **Tshs. TWENTY Million, (Tshs. 20,000,000/=)** only **which have been paid fully today on this 08th day of OCTOBER 2020 in lump sum on the date of executing this deed.**
2. That, the Vendor 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 vendor, 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.

