

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, Cap 113 R.E 2019
LAND REGISTRATION ACT,
Cap 334 R.E 2019

SALE AND PURCHASE AGREEMENT
OF A RIGHT OF OCCUPANCY

Dated this ____ day of _____, 2025

BETWEEN

FIKIRINI ALI MPILI

(As administrator of estate of the late ALI MPILI)

(VENDOR)

AND

BLOOM CONSULTING LIMITED

(PURCHASER)

IN RESPECT OF THE LANDED PROPERTY LOCATED AT KIJITONYAMA
AREA KINONDONI MUNICIPALITY, DAR ES SALAAM REGION, PLOT
NO.290, BLOCK 44.

DRAWN BY:

YASSIN HASSAN (Esquire)

Black Wings Attorneys,

Along Kawawa Road, KUMBUKUMBU ST

BLOCK 41 Morocco,

P.O BOX 3933,

DAR ES SALAAM.

SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is made at Dar es Salaam this _____ day of _____, 2025

BETWEEN

FIKIRINI ALI MPILI (As administrator of estate of the late ALI MPILI) of Kijitonyama Kinondoni, Dar es Salaam (hereinafter called the "Vendor" which expression shall include and extend to his permitted successors in title and other beneficiaries who are Muhando ALI MPILI, Mwanahamisi ALI MPILI, Ramadhani ALI MPILI and Yusuph ALI MPILI) of One Part;

AND

BLOOM CONSULTING LIMITED, whose address for the purposes hereof is, P.O. Box....., Dar es Salaam, Tanzania (hereinafter called the "Purchaser" which expression shall include and extend to his permitted successors in title and assignees) of Other Part;

PREAMBLE:

WHEREAS, the Vendor is the administrator of the estate of the late Ali Mpili, the registered owner of the property located at Plot No. 290, Block 44, Kijitonyama Area, Kinondoni Municipality, Dar es Salaam Region, including all improvements, developments, and appurtenances (hereinafter referred to as the "Property"); and

WHEREAS, the Vendor has offered to sell the Property to the Purchaser, who has agreed to purchase the Property under the terms and conditions set forth below.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1.0 DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, if the context so allows:

"Agreement" means this Sale Agreement and includes any other addendum/s signed by the Parties in accordance with the terms of this Agreement:

"Completion Date" means the date on which the original documents of ownership of the Property are given to the Purchaser, following the receipt by the Vendor of the full amount of the Purchase Price:

"Commissioner" Means the Commissioner for Lands, or any person holding the position of the Commissioner for Lands, appointed from time to time under Section 9 of the Land Act, CAP. 113 (Revised Edition, 2019) (as amended from time to time) (hereinafter referred to as the "Land Act"), or any other person upon whom the powers of the Commissioner to consent to dispositions of land have been vested or delegated, or upon whom the functions of part of the Commissioner's powers to approve dispositions of land have been vested or delegated, or authorized to be performed under Section 37 of the Land Act:

"Confidential Information"	means privileged information shared between the Parties to this Agreement relating to the business of the Parties contained herein or supplied by either Party in the course of this Agreement and communicated as privileged;
"Encumbrance"	means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, preferential right or trust, arrangement or other encumbrance, security, agreement or arrangement of any kind or any right conferring a priority of payment;
"Land"	means the property located at Plot No. 290 Block 44 Kijitonyama Area Kinondoni Municipality, Tanzania which is owned by the Vendor;
"Notice"	means any notice issued under this Agreement;
"Occupation Date"	means the date of handover of the Property by the Vendor to the Purchaser, as the owner;
"Party/ies"	means the signatories to this Agreement;
"Property"	means the property as described under the Preamble above;
"Purchase Price"	means the consideration for the purchase of the Property, which is Two hundred and Fifty Million (Tza. 250,000,000/=) to be paid to the Vendor by the Purchaser, on the terms provided in this Agreement; and
"Signature Date"	means the last date upon which this Agreement has

been duly executed and signed by each of the Parties.

1.2 References to numbered paragraphs in any Schedule pertain to the relevant paragraph of that Schedule, unless the context indicates otherwise.

1.3 References to provisions of this Agreement or any other document are to be interpreted as those provisions currently in force, including any amendments, variations, supplements, substitutions, or changes made over time.

1.4 References to statutory provisions include any amendments, supplements, re-enactments, or replacements made before or after the date of this Agreement. This also encompasses any orders, regulations, instruments, or subordinate legislation deriving authority from that statutory provision.

1.5 Clauses, Schedules, paragraphs, and headings in this Agreement are for convenience only and shall not influence the interpretation or construction of the clauses or paragraphs they refer to.

1.6 Terms in the singular include the plural, where applicable, and vice versa.

1.7 Terms referring to one gender encompass all genders, and references to natural persons include corporations and partnerships.

1.8 Obligations on a party to perform any act or matter also encompass an obligation to ensure that such act is performed. Similarly, restrictions imposed on a party include a duty not to allow any infringement of that restriction.

1.9 References to "liability" include, where appropriate, claims, demands, proceedings, damages, costs, and expenses.

2.0 CONSIDERATION

- 2.1 That, in pursuance of this Agreement and in consideration of payment of Two hundred and fifty million (Tzs. 250,000,000/=) the Vendor shall transfer by way of outright sale, and the Purchaser, shall make payment of consideration according to the terms contained herein.
- 2.2 That, the Purchaser shall pay Tanzania shillings two hundred and fifty million (Tzs. 250,000,000/=) in two installments. First installment shall be paid 40,000,000/- paid on 26th day of March 2025 and the remained balance of 210,000,000/- shall be paid on 27th day of March 2025.
- 2.3 That the Purchaser shall be duty-bound to keep and share with the Vendor all deposit slips for the purpose of reconciliation of payments and transfer of the property.
- 2.4 That, the above consideration shall be paid in the manner specified herein above through beneficiaries account with the Following Bank details:

Bank Name: NMB

Account Name: FIKIRINI ALLY MPILI

Account Number:

Currency: TZS.

It is mutually agreed that, the purchaser shall make payment as stipulated above, immediately after execution of this agreement. And the Recipient of the deposited amount herein above shall be doing so on behalf of the following named beneficiaries the family of the late Ali Mpili Whom have consented to the disposition of the property to purchaser and signed a consent form herein attached to form part and parcel of this agreement.

- a. MWAKA ALI MPILI
- b. FIKIRINI ALI MPILI (admistrator)
- c. SIYENO ALI MPILI
- d. TAMASHA ALI MPILI
- e. SALAMA ALI MPILI

2.6 The Property, being part of the estate of the deceased, is under the administration of the Vendor, who assures the Purchaser that all beneficiaries of the estate have consented to the sale of the Property as per the consent form signed and attached herein.

2.7 The Vendor and Purchaser agree that the full consideration will be paid in the manner specified above to the vendor for and on behalf of the beneficiaries named herein.

3.0 SUBMISSION OF DOCUMENTS UPON CONCLUSION

Upon execution of this Agreement and full payment of the consideration, the Vendor shall deliver the following documents to the Purchaser in relation to the Property:

- (a) Original documents evidencing the Vendor's ownership of the Property.*
- (b) Right of occupancy.*
- (c) Letters of administration, inventory, and accounts of the estate of the late Ali Mpili.*
- (d) Consent from the heirs.*

4.0 COVENANTS BY THE Vendor

The Vendor hereby covenants that:

4.1 This Agreement shall be executed upon payment of the purchase price as specified above, and proof of payment shall be communicated to the Vendor as soon as possible.

4.2 This Agreement constitutes a legal, valid, and binding obligation of the Parties, enforceable against each Party in accordance with its terms, except as enforceability may be limited by applicable laws related to bankruptcy, insolvency, reorganization, moratorium, and similar regulations affecting creditors' rights.

4.3 The entry into and performance of this Agreement, as well as the transactions contemplated herein, do not conflict with any law, regulation, or official or judicial order that governs the Vendor or to which the Vendor is subject.

4.4 No litigation or arbitration proceedings, except Probate and Administration Cause No. 408 of 2011 granted in the Kawe Primary Court of Kinondoni District concerning the administration of the estate of the late Ali Mpili.

4.5 The Purchaser acquires the Property subject to all applicable terms of use.

4.6 The Purchaser shall take possession of the Property 30 days after the date of the final payment.

4.7 All information provided to the Purchaser or its representatives by the Vendor or any of its representatives regarding this transaction is complete, accurate, and not misleading, and does not omit any material facts.

4.8 Each representation and warranty in this Agreement is a separate and material representation that induced the Purchaser to enter into this Agreement. The Vendor acknowledges that the Purchaser relied on these representations. Furthermore, the Vendor understands that the Purchaser has conducted due diligence on the Property and is satisfied with the information obtained.

5.0 COVENANTS BY PURCHASER

5.1 He have the power to enter into and fulfill their obligations under this Agreement. This Agreement constitutes a legal, valid, and binding obligation of the Parties, enforceable against each Party according to its terms, except as enforcement may be limited by applicable bankruptcy, insolvency, reorganization, moratorium, and similar laws affecting creditors' rights.

5.2 The property is free from any known legal encumbrances be it personal loan or mortgage .

5.3 The entry into and performance of this Agreement does not breach any material contractual obligation of the Purchaser, nor does it require consent under any agreement or instrument to which the Purchaser is a party or by which they are bound. Additionally, the transactions provided for in any material contracts to which the Purchaser is a party do not violate any contractual obligations or provisions of this Agreement.

5.4 There are no ongoing litigation, arbitration, or administrative proceedings or claims that may, individually or collectively, materially adversely affect the Purchaser's ability to perform their obligations under this Agreement. To the best of their knowledge and

5.4 There are no ongoing litigation, arbitration, or administrative proceedings or claims that may, individually or collectively, materially adversely affect the Purchaser's ability to perform their obligations under this Agreement. To the best of their knowledge and belief, and after making reasonable inquiries, no such claims are pending or threatened against the Purchaser.

5.5 The Purchaser shall notify the Vendor in writing of any defects in the Property within fourteen (14) days following the occupation date. If the Purchaser fails to provide such notification, they will be deemed to have accepted the Property in good order and condition.

6.0 COSTS AND TAXES

6.1 The Purchaser and the Vendor shall share the professional costs each party will pay their own cost to their legal representatives herein, the capital gain tax and stamp duty shall be borne to the Vendor.

6.2 The Parties agree that the Purchaser shall be solely responsible for all costs associated with the transfer of ownership of the Property.

6.3 The Vendor shall be responsible for any outstanding land rent related to the Property.

6.4 The Purchaser shall also be responsible for payment of registration fees for the Property to the respective government authorities and shall ensure the Property is transferred in his name.

7.0 NOTICES:

7.1 Any notice required or permitted to be given or made under this Agreement and any other Agreement between the Parties shall be in writing, and any such notice shall be deemed to have been duly given or made when it shall be delivered by hand or by post, telegram, cable, email, fax or telex to the Party to which it is required or permitted to be given or made at such Party's address specified in this Agreement or at such other address as such Party shall have designated by notice to the Party giving such notice.

amount to breach of the contractual terms and the Purchaser shall be entitled to review the terms and conditions herein including termination of this Agreement or impose any other penalties that it may deem fit and reasonable depending on the extent of damage suffered due to disclosure of information contained herein by the Purchaser, its assignees, agents, suppliers or employees or any other person who may have access to this Agreement.

9.2 Limit to Disclose.

Each Party and/or its affiliate(s) shall limit disclosure of any Confidential Information to those of its employees, agents, and representatives on a need-to-know basis. Either Party prior to making disclosure of any Confidential Information shall exert best efforts to cause the receiving entity (i.e) to execute papers and documents to effect substantial compliance with the provisions of this clause.

9.3 Legal Obligation to Disclose.

In case Party and/or its affiliate(s) or any of their employees, agents or representatives, becomes legally compelled to disclose any Confidential Information, such Party shall give sufficient Notice to the other Party so as to permit such other Party to seek a timely protective order or other appropriate relief. If such order or order relief cannot be obtained, the Party being compelled to make disclosure shall only make disclosure of that which is legally required and no more.

9.4 Information in public domain.

The obligation of confidentiality in respect of Confidential Information shall not apply to Confidential Information which is now in, or hereafter comes into, the public domain otherwise than by breach of this Agreement.

9.5 Copies

Each Party and/or its affiliate(s) shall make only such notes, sketches, drawings, photocopies or other written or photographic records relating to all

Confidential Information as are absolutely necessary. All such materials shall belong to the Party and/or its affiliates to which the Confidential Information relates and, together with all other tangible expressions of Confidential Information held by any Party and/or its affiliates(s) shall be returned to the owner forthwith upon the termination of this Agreement.

9.0 ILLEGALITY

If any provision or term of this Agreement, or any Party thereof, is declared illegal, inoperative, invalid, or unenforceable for any reason—including, but not limited to, any relevant legislation, decisions by the Commissioner, or rulings by any court or authority with jurisdiction over the Parties or this Agreement—such provision shall be considered divisible and deemed deleted from this Agreement in the relevant jurisdiction. However, if such deletion substantially affects or alters the commercial basis of this Agreement, the Parties shall negotiate in good faith to amend and modify the necessary provisions and terms of this Agreement as may be required or appropriate under the circumstances.

11.0 ASSIGNMENT OF THIS AGREEMENT

This Agreement is personal to the Parties and the Parties are not obliged to assign, convey or transfer the whole or any part of the Agreement to anyone other than the Parties and beneficiaries hereto, without the prior written consent of all the Parties hereto.

12.0 MISREPRESENTATIONS

Save for the representations and warranties given hereinabove, the Parties acknowledge that no statement or representation, whether oral or written, which may previously have been made to them or any person concerned on their behalf have induced the Parties to enter into this Agreement.

13.0 BREACH

13.1 If either Party fails to comply with any provision of this Agreement, whether material or not, the defaulting Party shall notify the other Party in writing of

the failure and request that it be remedied within fourteen (14) days from the date of the notice. If the defaulting Party does not remedy the breach within this timeframe, the other Party shall be entitled to exercise any rights it may have without prejudice and without further process.

13.2 If the Purchaser fails to fulfill their obligation to pay the consideration within the specified timeframe, and does not provide reasonable notice or justification to the Vendor, such failure shall constitute a breach of this Agreement. In this case, the Vendor shall retain continuous ownership of the Property, as if no agreement existed between the Parties.

14.0 CONTINUATION OF THIS AGREEMENT AFTER COMPLETION

14.1 This agreement shall be conclusive upon fulfillment and performance of the conditions under Article 2.3 of this agreement.

14.2 Completion does not discharge liability to perform any outstanding obligation under this Agreement.

15.0 FORCE MAJEURE

15.1 Neither Party shall be in breach of this Agreement if there is any total or partial failure of performance by it of its duties and obligations under this Agreement occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, terrorists activity preventing any of the Parties from or hindering any of the Parties' ability to fulfill the obligations hereunder undertaken to be provided.

15.2 If either Party is unable to perform its duties and obligations under this Agreement as a direct result of the effect of one of the reasons explained under Clause 15.1 above, that Party shall give written Notice to the other of the inability, which sets out full details of the reason in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the reasons continues. Forthwith, upon the reason ceasing to exist, the Party relying upon it shall give written advice to the other of this fact. If the reason continues for a period of more than ninety (90) days and substantially affects the

commercial intention of this Agreement, the Party not claiming relief shall have the right to rescind this Agreement, upon giving a written Notice of such rescission to the other Party and the provision for failure to obtain the Commissioner's approval shall apply *mutatis mutandis*.

16.0 GOVERNING LAW AND DISPUTE CLAUSE:

All matters from or in connection with this Agreement shall be governed by the laws of the United Republic of Tanzania. Any disputes arising from or in connection with this Agreement shall be resolved amicably failing which; an aggrieved party may take court action.

17.0 WAIVER:

No failure or delay by any Party to exercise any of its rights herein shall operate as a waiver thereof nor shall any single or partial exercise of any such right preclude further exercise thereof.

18.0 AMENDMENT:

The provisions of this Agreement may be amended from time to time by the Parties and such modifications as the Vendor and Purchaser may agree shall be in writing and supplemental to this Agreement.

IN WITNESS WHEREOF the Vendor and the Purchaser have hereunto set their respective seals and hands to this indenture of sale on the day, month and year first above herein written.

SIGNED and DELIVERED at Dar es Salaam by FIKIRINI ALI MPILI as Administrator of estate of the late ALI MPILI who is known to me personally this 27th day of March, 2025

[Handwritten Signature]

VENDOR

BEFORE ME:

Full Name:

GIDEON SAMMUEL BUI

Signature:

[Handwritten Signature]



Postal Address:

P.O. BOX 80067

Designation: NOTARY PUBLIC COMMISSIONER FOR OATHS

SIGNED and DELIVERED at Dar es Salaam with the company seal of BLOOM CONSULTING LIMITED this 27th day of March, 2025



Full Name:

Baojian Jiang

Signature:

[Handwritten Signature]

Postal Address:

..... DAR ES SALAAM

Designation: DIRECTOR

Full Name:

Huang Zai Ping

Signature:

[Handwritten Signature]

Postal Address:

.....DAR ES SALAAM

Designation: SECRETARY/DIRECTOR

BEFORE ME

Full Name: YASSIN HASSAN



Signature:

[Handwritten Signature]

Postal Address: P.O.BOX 3933 DAR ES SALAAM

Designation: NOTARY PUBLIC & COMMISSIONER FOR OATHS