

THE UNITED REPUBLIC OF TANZANIA  
THE LAND ACT, 1999  
(NO. 4 OF 1999)  
CERTIFICATE OF APPROVAL OF A DISPOSITION  
[Under Section 39]

CT NO.34522-DLR  
PLOT NO.1 BLOCK 'N'  
NJEDENGWA INVESTMENT AREA-DODOMA CITY

*I. GEORGINA... KALLARATE.....* ~~COMMISSIONER FOR LANDS/AUTHORISED OFFICER, P.O, Box 1249 DODOMA~~ hereby approve the disposition of the right of occupancy under the above reference subject to the following:

- Parties Involved:

From: RIDHUAN ABDARAHMANI MRINGO and ELIBARIKI IMMANUEL KINGU of P.O. Box 4756, DODOMA

To: EFFIE INVESTMENTS COMPANY LIMITED of P.O. Box 38556, DAR ES SALAAM who intends to occupy the said property.

- Dues paid illustrated as follows:

*Stamp Duty on Original and duplicate paid*

*Vide ERV. No.*

*of 01-07-2025*

*Tsh.*

*Consent Fees paid*

*Vide ERV. No.*

*of 01-07-2025*

*Tsh. 120,000/-*

- I, hereby Approve this Disposition with the same terms and conditions as contained in the ~~Certificate of Title/Letter of Offer of the Right of Occupancy~~ with above mentioned reference.

Date:

01/07/2025

*[Signature]*  
~~COMMISSIONER FOR LANDS/AUTHORISED OFFICER~~  
To: Name: EFFIE INVESTMENTS COMPANY LIMITED  
Address of: P.O Box 38556, DAR ES SALAAM.

Copy: The Registrar

**AGREEMENT FOR SALE OF LAND**

**BETWEEN**

**RIDHUAN ABDARAHMANI MRINGO & ELIBARIKI IMMANUEL KINGU  
(VENDORS)**

**AND**

**EFFIE INVESTMENTS COMPANY LIMITED  
(PURCHASER)**

Dated this 30 Day of June 2025.

**SALE AGREEMENT FOR THE LAND MEASURING 2.83 HECTARES held under  
CERTIFICATE OF TITLE NO. 34522-DIR, LAND OFFICE NO. 914450, PLOT NO. 1  
BLOCK "N", NDEJENGWA INVESTMENT AREA, DODOMA TOWNSHIP.**

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**AGREEMENT FOR SALE OF LAND**

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THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2025

**BETWEEN**

**RIDHUAN ABDARAHMANI MRINGO & ELIBARIKI IMMANUEL KINGU**, natural persons who live and work for gain in Dodoma, of Postal Office Box Number 4756, Dodoma, Tanzania (hereinafter referred to as the "**Vendors**" whose expression shall include and extend to persons deriving title under the Vendor, his successors and assigns to include their heirs) of of the one part;

**AND**

**EFFIE INVESTMENTS COMPANY LIMITED**, a limited liability company of Postal Office Box Number 38556, Dar es Salaam, Tanzania (hereinafter referred to as the "**Purchaser**" whose expression shall include and extend to persons deriving title under the Purchaser, his successors and assigns to include their heirs) of the other part (hereinafter referred to as "the Purchaser");

The Vendor and the Purchaser are hereinafter collectively referred to as ("the Parties")

**PREAMBLE:**

- A. **WHEREAS** the Vendor is a registered owner of the land measuring 2.83 HECTARES held under **CERTIFICATE OF TITLE NO. 34522-DIR, LAND OFFICE NO. 914450, PLOT NO. 1 BLOCK "N", NDEJENGWA INVESTMENT AREA, DODOMA TOWNSHIP** (hereinafter referred to as "**the Property**");
- B. **WHEREAS**, the Vendors are desirous of selling and the Purchaser is desirous to purchase the said Property from the Vendor;
- C. **WHEREAS** the Purchaser has accepted and represented to the Vendor that they have the financial capacity to complete payment for purchase of the Property in a total consideration amounting to Tanzania Shillings Five Hundred Million only (TZS 500,000,000);
- D. **WHEREAS** the Seller is desirous of selling and the Purchaser is desirous of purchasing the Property and all unexhausted improvements existing thereon on the terms and conditions herein;
- E. **AND WHEREAS** the Parties are in agreement to enter into this sale transaction subject to the terms and conditions as set herein.

NOW THIS AGREEMENT WITNESSTH as follows:-

## 1.0 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement unless the context admits otherwise:
  - 1.1.1 **"Agreement"** means this Sale Agreement governing the sale of the Property (as defined herein above) by the Vendor and the purchase thereof by the Purchaser.
  - 1.1.2 **"Commissioner for Lands"** means the Commissioner for Lands, appointed by the President of the United Republic of Tanzania.
  - 1.1.3 **"Ministry"** means the Ministry of Lands, Housing and Human Settlements Development of the United Republic of Tanzania.
  - 1.1.4 **"Parties"** shall mean the signatories of this agreement.
  - 1.1.5 **"The Property"** means the **PIECE OF LAND MEASURING 2.83 HECTARES** held under **CERTIFICATE OF TITLE NO. 34522-DIR, LAND OFFICE NO. 914450, PLOT NO. 1 BLOCK "N", NDEJENGWA INVESTMENT AREA, DODOMA TOWNSHIP.**
  - 1.1.6 **"The Purchase Price"** shall mean **Tanzania Shillings Five Hundred Million only (TZS 500,000,000)**, payable by the Purchaser to the Vendor as consideration for the purchase of the Property.
  - 1.1.7 **"TZS"** means Tanzania Shillings.
  - 1.1.8 **"Warranties"** means the covenants, representations and warranties from the Vendor and Purchaser set out in clause 8 and 9 below and any other representations or warranties made by the Vendor and Purchaser in this Agreement or which have become terms of this Agreement and Warranty shall be construed accordingly.
- 1.2 Words importing the singular shall be construed as importing the plural and vice versa;
- 1.3 Words importing persons shall be construed as importing a corporate body and vice versa;
- 1.4 The headings of clauses do not form part of this Agreement and shall not be taken into account in its construction or interpretation; and
- 1.5 Any obligation on any party not to do or to omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done by any employee, agent or servant or advisor or any person authorized by that party.

## **2.0 DESCRIPTION OF THE LANDED PROPERTY TO BE SOLD:**

- 2.1 The Vendor hereby sells and the Purchaser hereby purchases the **PIECE OF LAND MEASURING 2.83 HECTARES** held under **CERTIFICATE OF TITLE NO. 34522-DIR, LAND OFFICE NO. 914450, PLOT NO. 1 BLOCK "N", NDEJENGWA INVESTMENT AREA, DODOMA TOWNSHIP**, and includes all things naturally growing on the land, buildings and other structures permanently affixed to the land and all other improvements as described in this Agreement (hereinafter referred to as "the Property").

## **3.0 EFFECTIVE DATE:**

- 3.1 The Parties to this Agreement have mutually agreed that the effective date of this agreement shall be on the date of execution of this Agreement by both Parties.

## **4.0 CONSIDERATION AND MODE OF PAYMENT:**

- 4.1 The Parties are in agreement that in consideration of the Purchaser paying to the Vendor a purchase price of Tanzania Shillings Five Hundred Million only (TZS 500,000,000) (hereinafter referred to as the Purchase Price"), the Vendor shall transfer to the Purchaser the title and absolute ownership of the Property together with the improvements and developments thereon free from any encumbrances whatsoever.
- 4.2 The Parties are in agreement that the Purchase Price shall be paid by the Purchaser to the Vendor in the following manner and instalments:
- 4.2.1 The Parties are in agreement that, the agreed purchase price amounting to Tanzania Shillings Five Hundred Million only (TZS 500,000,000), shall be paid on or before 30th June 2025, concurrently with execution of the definitive Sale Agreement and all instruments of transfer;
- 4.3 The Parties are in agreement that, following the signing this Agreement and payment of TZS Five Hundred Million, the Vendor shall immediately hand over the Property's original Title Deed and all related documents to the Purchaser's lawyers (Prosperity Attorneys) for lodging and processing of the Transfer Process.
- 4.4 The Parties are in agreement that upon full payment of the Purchase Price, the Vendor shall immediately hand over the vacant possession of the purchased property to the Purchaser.
- 4.5 The parties are in Agreement that all payments shall be paid with through the following accounts details:

Bank Name: Mwanza Hakika Bank  
Account Name: RIDHUAN ABDARAHMANI MRINGO  
Account Number: 2100050000019  
Account Currency: Tanzania Shillings (TZS)

**5.0 SPECIFIC CONDITIONS TO THE SALE  
IT IS HEREBY AGREED;**

- 5.1 The Vendor and the Purchaser shall in addition to this Agreement duly execute a Deed of Transfer and all related documents/Forms and use their best endeavors to reasonably facilitate transfer of ownership of the Property to the name of the Purchaser;
- 5.2 That the Parties are in agreement that the Vendor is responsible for payment of Capital Gains Tax. Any other outgoing rates and taxes whatsoever in respect of the transfer of this property including but not limited to Stamp Duty, Transfer Fee and Approval Fee shall be paid by the Purchaser;
- 5.3 That the Purchaser shall have the primary responsibility to take all necessary and/or reasonable steps to obtain all governmental, regulatory or other approvals and consents required for completion of the Transaction;
- 5.4 That, during the process of transfer the right of occupancy of the Property, both Parties shall work closely so as to ensure the consent from the approving authority is obtained and the Property is registered into the name of Purchaser;
- 5.5 There is no law, order, decree or similar enactment binding on the Vendor so far as it is aware of which would conflict with or prevent it from entering into a performing and observing the terms of this Transaction.

**6.0 OBLIGATIONS OF THE VENDOR:  
The Vendor shall:**

- 6.1 Furnish the Purchaser with current Land Rent Receipt, Valuation Report and Spousal Consents.
- 6.2 Respond promptly to all enquiries from the Purchaser or its advisors for information about the said Property provided that nothing in this Agreement shall impose on the Vendor any greater duty of disclosure of matters affecting the Property than those imposed by statute or any other law.
- 6.3 Not to do any act to prejudice or in any way affect the interests, present or future, of the Purchaser.

**7.0 OBLIGATIONS OF THE PURCHASER:**

**The Purchaser shall;**

- 7.1 Promptly pay the Purchase Price for the purchase of the Property and other payments narrated herein in line with Clauses 4 herein above and honor all the terms and conditions of this Agreement.
- 7.2 Make such enquiries as it considers relevant and necessary for the purposes of the intended transfer of the Property;

**8.0 VENDOR'S REPRESENTATIONS AND WARRANTIES:**

The Vendor represents and warrants as follows to the Purchaser, and acknowledges that; the Purchaser is relying upon such representation and warranties in entering into this Agreement.

- 8.1 That they have good Title to the Property and that the Property has no litigation pending before any forum or court in respect of the said land. In event of a successful challenge of ownership, the Vendor undertakes to indemnify the Purchaser all payment made to them by the purchaser related to the purchase and transfer of their property to the Purchaser.
- 8.2 There is no law, order, decree or similar enactment binding on the Vendor so far as he is aware of which would conflict with or prevent it from entering into, performing and observing the terms of this Agreement.
- 8.3 All restrictions, conditions and covenants applicable to the Property have been fully observed and complied with in all material respects and no notice of any material breach thereof has been received or is to the Vendors knowledge likely to be received.
- 8.4 That the sale and transfer contemplated in this Agreement is subject to government statutory approvals of disposition.
- 8.5 The execution or performance of the terms and conditions of this Agreement, Transfer Deeds and all related documents shall not result in any breach of any agreement in which the Vendors are parties to it or any court order or decree.
- 8.6 All information given by or on behalf of the Vendors to the Purchaser in the course of negotiations leading to this Agreement was, when given, and remains true, complete and accurate in all material respects, and the Vendors are not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading in any material respect.
- 8.7 That they represent and warrant that they have the right, power and all necessary authority to enter into this Sale Agreement and to transfer to the Purchaser the Property free of any encumbrances whatsoever.

- 8.8 The Vendors will immediately disclose in writing to the Purchaser any event or circumstance which may arise or become known to them after the date of this Agreement and prior to registration of the formal instruments of transfer in favour of the Purchaser which are inconsistent with any of the warranties or which had they occurred on or before the date of this Agreement would have constituted a breach of the warranties or which are material to be known by a Purchaser for value of the Property.
- 8.9 The Vendors agree to indemnify and to hold the Purchaser harmless against all proceedings, costs, claims, demands, charges or expenses and liabilities arising out of misrepresentation, omission to disclose any fact relevant to the intended disposition or breach of the representations and warranties or covenants contained herein resulting in the Purchaser suffering any damage or incurring any liability.
- 8.10 Any change of mind to sell the property to the Purchaser by the Vendor after signing this Agreement and payment of the part of or full purchase price, as narrated in clause 4 above, the Vendor shall be for a breach of contract and subsequent damages as shall be assessed and granted by the Court.

#### **9.0 THE PURCHASER'S REPRESENTATIONS AND WARRANTIES**

The Purchaser represents and warrants as follows to the Vendor, and acknowledges that the Vendor is relying on such representations and warranties in entering into this Agreement.

- 9.1 The Purchaser has sufficient funds, power, authority and right to enter into this Agreement and complete the transactions contemplated hereby.
- 9.2 That before the execution of relevant Deeds of Transfer it shall have completed or waived his rights to conduct his own due diligence investigations in respect of the Vendor's Property contemplated in this Agreement.
- 9.3 It will not do or omit or permit to be done any act or thing or permit the omission of any act or thing, which is intended to or may impair or have adverse effect upon consummation of the transactions contemplated in this Agreement on the whole or part of the Property.

#### **10.0 VENDOR'S AND PURCHASER'S COVENANTS**

**The Parties hereby covenants that;**

- 10.1 This Agreement constitutes the entire contract between the Parties with regard to the matters dealt with in this Agreement and no representation, terms or warranties not contained herein shall be binding on the Parties.
- 10.2 No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless in writing and signed by the Parties.

## **11.0 COMPLETION OF THE TRANSACTION**

The Vendors and the Purchaser hereby expressly agree that the completion of the Transaction will take place on the occurrence of the following events:

- 11.1 The Property is transferred in the name of Tanzania Investment Centre in a view of the Purchaser being issued with Derivative Right.
- 11.2 The payment of the full Purchase Price to the Vendor by the Purchaser.
- 11.3 Handing over of vacant possession of the Property by the Vendor to the Purchaser.

## **12.0 TERMINATION**

The Parties hereby covenants that,

- 12.1 That in the event the Commissioner of Lands, Registrar of Titles or TIC declines to grant consent or register transfer of the Property, that the Vendor shall instruct its legal counsel to process and follow up by applying all lawful means possible to obtain such consent from the Commissioner of Lands, Registrar of Titles or TIC;
- 12.2 That in the event the Commissioner of Lands or TIC continues to decline to grant consent or Registrar of Titles to register transfer of the Property, for reasons that are not caused by the Vendor, the Vendor shall reimburse the Purchaser all monies paid as part of the Purchase Price and in addition the Parties shall revert back to their original positions prior to execution of the Agreement.

## **13.0 EXPENSES**

Each party to this Agreement shall bear its respective expenses incurred in connection with the preparation, execution and performance of this Agreement and the Transaction contemplated therein, including all fees and expenses to agents, representatives, Counsels and Accountants. In the case of termination of this Agreement, the obligation of each party to pay its own expenses shall be subject to any rights of such party arising from a breach of this Agreement by the other party.

## **14.0 CONFIDENTIALITY**

The Parties shall:

- 14.1 Use the information only for the perfecting of the sale and transfer of the said Property.
- 14.2 Treat all the received information as private and confidential.
- 14.3 Not without the other party's prior written consent disclose the information to any person other than:
  - 14.3.1. It's assignees and successors who must be informed on any matter related to the sale;

- 14.3.2. Lawyers or any other Professional Advisors acting for or on behalf of the other party for the purpose of the intended transaction;
- 14.3.3. A Bank or any other financial institution from which the Purchaser may seek financial assistance for the purchase of the said Property
- 14.3.4. The Parties shall expressly inform all those mentioned above of the confidential nature of the said information.

- 14.4. Ensure that its advisers observe the terms of this Agreement and be responsible for any breach by such advisers;
- 14.5. Not to use any information directly or indirectly to procure a commercial advantage over the other party if the purchase does not proceed;

## 15.0 DISPUTE RESOLUTION

- 15.1. If any question of difference or claim or dispute arises between the parties hereto touching these presents or the construction thereof as to the rights, duties or obligations of the parties hereto or as to any matter arising out of or connected with the subject matter of these presents, the same shall be resolved mutually by the parties themselves.
- 15.2. If the mutual resolution shall fail, then the matter shall be referred to the Court of competent jurisdiction


## 16.0 MISCELLANEOUS

This Agreement;

- 16.1. Does not form part of any other contract between the Vendor and the Purchaser or any other person whatsoever;
- 16.2. All matters arising from or in connection to this agreement shall be governed and construed in accordance with Tanzanian Laws; and
- 16.3. Has been executed by both parties in ultimate good faith and that the principle of utmost good faith fully apply in its enforcement and performance.
- 16.4. Written notice served under any provision in this Agreement shall be sent both by e-mail and by registered post and if sent or delivered to a party's known physical address shall have the same effect as sending or delivering it to that party.
- 16.5. This Agreement to sell may be executed in three counterparts, each of which shall be deemed to be an original, and all of which together shall constitute one and the same instrument.

IN WITNESS HEREOF, the Parties hereto have executed this Agreement on the date and year first herein above written in the following manner: -

SIGNED AND DELIVERED at Dodoma  
by the said RIDHUAN ABDARAHMANI  
MRINGO who is known to me personally/  
identified to me by .....  
this 7<sup>th</sup> day of June.....2025

  
VENDOR *Mringo*

BEFORE ME:

Full Name: *FRANZ EMMANUEL NYAMAMBO*

Signature: 

Postal Address: *186, Dodoma*

Qualification: *ADVOCATE*




SIGNED AND DELIVERED at Dodoma  
by the said ELIBARIKI IMMANUEL KINGU  
who is known to me personally/  
identified to me by .....  
this 21<sup>st</sup> day of June.....2025

  
VENDOR

BEFORE ME:

Full Name: *FRANZ EMMANUEL NYAMAMBO*

Signature: 

Postal Address: *1165, Dodoma*

Qualification: *ADVOCATE*



SEALED by the COMMON SEAL  
of the said EFFIE INVESTMENTS COMPANY LIMITED  
on this .....day..... of ~~2024~~ 2025  
In our Presence:

SEAL



NAME:

Changliang Sun

ADDRESS:

DSM

SIGNATURE:

孙长亮

DESIGNATION:

Director

NAME:

Hao Xuan Qi

ADDRESS:

DSM

SIGNATURE:

郝旋奇

DESIGNATION:

Director

DRAWN BY:

Prosperity Attorneys  
Plot No. P38874  
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P. O. Box 38556  
Dar es Salaam.