

THE LAND ACT, 2019  
NO. 4 OF 2019

CONTRACT FOR A DISPOSITION OF LAND

(Under Section 64)

Title No. DSMT1026283  
LO. NO. \_\_\_\_\_  
Plot No. 2047,  
Msasani  
Kinondoni Municipality,  
Dar es Salaam

**THIS AGREEMENT** is made this 15<sup>TH</sup> day of February 2025

BETWEEN

**ALLY MOHAMMED MBEGA** of P. O. Box 96372, Dar es Salaam, being the Owner, (hereinafter referred to as "**the Seller**") which expression shall, where the context so admits include her successors in title and assignees) of the one part,

AND

**CHENGZE GROUP COMPANY LIMITED** of P. O. Box 40850, Dar es Salaam, (hereinafter referred to as "**the Buyer**") which expression shall, where the context so admits include her successors in title and assignees) of the other part.

**WHEREAS:**

- A. The Seller is the owner of landed property situated on **Plot No. 2047, Msasani, Kinondoni Municipality, Dar es Salaam**, (hereinafter referred to as "**the Property**")
- B. The Seller is desirous of selling the Property to the Buyer and the Buyer is desirous of buying the Property from the Seller at a consideration of the sum of Shillings Seven Hundred and Sixty-Two Million only (Tshs. 762, 000, 000.00) (hereinafter referred to as "**the Purchase Price**") on the terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follow: -

**1. DESCRIPTION OF THE LAND**

The land the subject of this **Contract** is all that piece of land known as **Title No. 2047, Msasani, Kinondoni Municipality, Dar es Salaam** (hereinafter referred to as "**the Property**") measuring 1016 square meters.

**2. CONSIDERATION**

The agreed purchase price is Tanzania Shillings Seven Hundred and Sixty-Two Million only (Tshs. 762, 000, 000.00) (hereinafter referred to as "**the Purchase Price**").

**3. MODE OF PAYMENT**

The **Purchase Price** has already been paid in full at the time of execution of this contract.

**1. EXECUTION OF APPLICATION FOR RIGHT OF OCCUPANCY**

Simultaneously with the signing of this **Contract** there has also be signed such Deeds and all other application for right of occupancy documents as are prescribed under the Land Act, 2019.

**1. DELIVERY OF POSSESSION OF THE PURCHASED PROPERTY TO THE BUYER**

The **Seller** shall have delivered the **Purchased Property** to the **Buyer** promptly after the Purchase Price has been fully paid to the Seller.

**1. COVENANTS BY THE SELLER**

1. The **Seller** has good marketable title to the **Property**, and it is not subject to any third-party claim or any other encumbrances whatsoever.

1. All information given by or on behalf of the **Seller** in the course of negotiations leading to this **Contract** was, when given, true and remain true, complete and accurate in all respects and the **Seller** is liable in case any of the information given turn to be untrue incomplete, inaccurate or misleading.
1. The **Seller** is not aware of any encroachment by the **Property** onto any neighboring property or of any intended expropriation of the **Property** or any portion thereof.

#### 1. **CONDITION OF PROPERTY**

The **Buyer** confirms that he has had the prior opportunity to inspect the **Plot** and has agreed that the same is in a good condition.

#### 1. **DISPUTES SETTLEMENT**

Both Parties hereby agree that, without prejudice to the right of the **Parties** under this **Contract** or under any relevant law, they will use their reasonable endeavor to ensure that all disputes in connection with this **Contract** are settled amicably. If no resolution shall be achieved the matter shall be referred to the court of competent jurisdiction in Tanzania.

#### 1. **CONSENT FEES, STAMP DUTY, AGENT'S COMMISSION, REGISTRATION FEES, VALUATION FEES, LEGAL COSTS, TAXES, CAPITAL GAINS TAX AND OTHER EXPENSES**

1. The **Buyer** shall pay consent fees, stamp duty, registration fees on the Deed of Transfer and valuation Expenses.
1. The **Buyer** shall bear all legal costs relating to the preparation of this contract and conveyancing.

1. The **Seller** shall pay capital gains tax, agent's commission and all outstanding land rates and utilities charges up to the date of execution of the handing over the Property to the Buyer.

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

**SIGNED and DELIVERED** at Dar es Salaam  
by the said **ALLY MOHAMED MBEGA**  
who has been identified to me by \_\_\_\_\_  
\_\_\_\_\_, the latter being known to me  
personally this 15th day of February 2025

Name:- Lugman Hamid Nassor  
Signature: \_\_\_\_\_  
Qualification:- Commissioner for Oaths

  
\_\_\_\_\_  
**TRANSFEROR**  


**SIGNED and DELIVERED** at Dar es Salaam  
by the said **CHENGZE GROUP COMPANY LIMITED**  
who has been identified to me by \_\_\_\_\_  
\_\_\_\_\_, the latter being known to me  
personally this 15th day of February 2025

Name: - Lugman Hamid Nassor  
Signature: \_\_\_\_\_  
Qualification: Commissioner for Oaths

  
\_\_\_\_\_  
**TRANSFEEEE**

