

**Company No. 5761**

**A TO Z TEXTILE MILLS LIMITED,  
P.O. Box 945,  
ARUSHA-TANZANIA**

At an Ordinary Meeting of the Directors OF **A TO Z TEXTILE MILLS LIMITED** held at the registered offices of the company on the 17<sup>TH</sup> day of May 2024; the following resolutions were duly passed:

**RESOLUTIONS**

- 1.** It was **RESOLVED** by the Board of Directors that the company should dispose of a parcel of land measuring **ONE THOUSAND EIGHT HUNDRED (1800) SQUARE METERS TOGETHER WITH ALL DEVELOPMENTS SITUATED ON PLOT NO. 225 & 227, BLOCK "B" LOCATED AT NJIRO, ARUSHA BEARING CERTIFICATE OF TITLE NUMBER 556.**
- 2.** It was **RESOLVED** by the Board of Directors of the Company that the said parcel of land be sold to **GODSON MEISILAL LAIZER** of P.O. Box 904, Arusha, Tanzania.
- 3.** It was further **RESOLVED** by the Board of Directors of the Company that the said parcel of land be sold to **GODSON MEISILAL LAIZER** for a sum of **Tanzanian Shillings One Hundred Thirty Million (TZS 130,000,000.00) only.**

**TRUE EXTRACT**

Dated at Arusha this 17<sup>th</sup> day of June **2024**



**DIRECTOR  
KALPESH SHAH**



**DIRECTOR  
BINESH HARIA**

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999  
(NO. 4 OF 1999)

NOTIFICATION OF A DISPOSITION  
{Under section 36}

C.T. No. 556,  
Plot No. 225 & 227,  
BLOCK 'B', NJIRO,  
ARUSHA - TANZANIA.

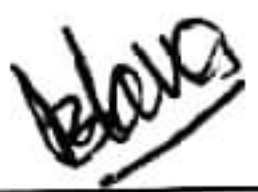
TO COMMISSIONER FOR LANDS/AUTHORISED OFFICER

We, **A TO Z TEXTILE MILLS** of **P.O. BOX 945**, Arusha Region, Tanzania, HEREBY NOTIFY you of the disposition which is intended to be made in favor of **GODSON MEISILAL LAIZER**, an adult, Tanzanian of P. O. Box 904, Arusha, Tanzania in respect of a Right of Occupancy registered under the above reference.

WE HEREBY present the following particulars: -

1. Nature of disposition: Transfer of Right of Occupancy
2. Particulars of Transfer to **GODSON MEISILAL LAIZER**, of P. O. Box 904, Arusha, Tanzania.
3. The following documents are enclosed:
  - (i) **Original Certificate of Title No. 556.**
  - (ii) **Transfer Deed x 3.**
  - (iii) **Latest land rent receipt 2023/2024.**

Date: \_\_\_\_\_, 2024

  
\_\_\_\_\_  
APPLICANT(S)

Fee: \_\_\_\_\_

Seal/official stamp:

COMMISSIONER FOR LANDS/AUTHORISED OFFICER

DATE: \_\_\_\_\_ PLACE: \_\_\_\_\_

Copy: The Registrar.

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999  
(NO 4 OF 1999)

APPLICATION FOR APPROVAL OF DISPOSITION(S)  
{Under Section 39}

C.T. No. 556,  
Plot No. 225 & 227,  
BLOCK 'B', NJIRO,  
ARUSHA - TANZANIA.

We, **A TO Z TEXTILE MILLS LIMITED**, of P. O. Box **945**, Arusha Region, Tanzania (hereinafter referred to as "the Applicant") HEREBY APPLY for APPROVAL of disposition(s) of the Right of Occupancy registered under the above reference.

- 1 Nature of disposition: **TRANSFER OF RIGHT OF OCCUPANCY**
- 2. Particulars of purchaser: **GODSON MEISILAL LAIZER of P.O. BOX 904, ARUSHA, TANZANIA.**
- 3. We, the Applicant supply the following information and or documentation:
  - 1. **Original Certificate of Title No. 556.**
  - 2. **Transfer Deed (3 copies)**
  - 3. **Latest land rent receipt 2023/2024.**
  - 4. **Valuation Report**
  - 5. **Land Form No.29**

Date: \_\_\_\_\_



\_\_\_\_\_  
APPLICANT

For Official Use Only

a) Approved/Refused

b) Remarks \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Commissioner for Lands/Authorized officer

Date \_\_\_\_\_

**THE UNITED REPUBLIC OF TANZANIA  
THE LAND ACT  
(Act No.4 of 1999)**

**C.T. No. 556,  
Plot No. 225 & 227,  
BLOCK 'B', NJIRO,  
ARUSHA - TANZANIA.**

**TRANSFER OF A RIGHT OF OCCUPANCY**

(Under Section 62)

IN CONSIDERATION of **TANZANIAN SHILLINGS ONE HUNDRED THIRTY MILLION (TZS 130,000,000.00) only, We, A TO Z TEXTILE MILLS LIMITED**, of P. O Box 945, Arusha Region, Tanzania (hereinafter referred to as the "Transferor") HEREBY TRANSFER TO **GODSON MEISILAL LAIZER**, an adult, Tanzanian of P. O. Box 904, Arusha, Tanzania (hereinafter called "the Transferee"), The Right of Occupancy registered under the above reference.

**SEALED** with the **COMMON SEAL** of the said  
**A TO Z TEXTILE MILLS LIMITED**

in our presence this 09<sup>th</sup> day of July  
2024.



**TRANSFEROR**

Name: BINESH. HARIA

Signature: [Handwritten Signature]

Postal Address: P.O. BOX 945, ARUSHA

Qualification: DIRECTOR

Name: KALPESH. SHAH

Signature: [Handwritten Signature]

Postal Address: P.O. BOX 945, ARUSHA

Qualification: CEO

**SIGNED** and **DELIVERED** by the said  
**GODSON MEISILAL LAIZER**

who is ~~known to me personally~~ identified to me by  
John Beatus Kaseganyu the later known to  
me personally in my presence this 09<sup>th</sup> day of July 2024.

[Handwritten Signature]  
**TRANSFEEE**

**BEFORE ME: -**

NAME: Andrew Moses Maganga

ADDRESS: 2122, Arusha

SIGNATURE: [Handwritten Signature]

DESIGNATION ADVOCATE / COMMISSIONER FOR OATHS



**THE LAND ACT NO. 4 OF 1999**

**SALE AGREEMENT**

**BETWEEN**

**A TO Z TEXTILE MILLS LIMITED  
P. O BOX 945,  
ARUSHA - TANZANIA.**

**AND**

**GODSON MEISILAL LAIZER  
P. O BOX 904,  
ARUSHA - TANZANIA.**

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**CONCERNING THE SALE OF ONE THOUSAND EIGHT HUNDRED (1800) SQUARE  
METERS OF LAND TOGETHER WITH ALL DEVELOPMENTS SITUATED ON PLOT NO.  
225 & 227, BLOCK "B" LOCATED AT NJIRO, ARUSHA  
BEARING CERTIFICATE OF TITLE NUMBER 556**

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**DRAWN & WITNESSED BY; -**

**KASEGENYA CONSULT,  
PLOT NO. 170, BLOCK 24,  
KIPANGA ROAD, KALOLENI STREET  
P.O.BOX 11090,  
ARUSHA- TANZANIA.**

## SALE AGREEMENT

This **SALE AGREEMENT** is made this 09<sup>th</sup> day of JULY 2024.

### BETWEEN

**A TO Z TEXTILE MILLS LIMITED**, a Company registered under the Laws of the United Republic of Tanzania of Postal Address 945, Arusha-Tanzania (hereinafter to be referred to as the "**Seller/Vendor**" which expression shall, where the context so permits, include its assigns, agents and successors in title) of the one part:

### AND

**GODSON MEISILAL LAIZER**, a natural person of sound mind, Tanzanian, residing at Arusha having Postal Office Box Number 904, Arusha - Tanzania (hereinafter to be referred to as the "**Purchaser**" which expression shall, where the context so permits, including his heirs, trustees, assignments, assents and/or successors) of the other part:

### PREAMBLE

#### WHEREAS:

- A. The Vendor is the owner of all that parcel of land together with all developments thereon measuring approximately One Thousand Eight Hundred (1800) square meters being Plot No. 225 & 227, Block "B" situated at Njiro, in the District of Arusha - Tanzania bearing Certificate of Right of Occupancy Number 556.
- B. The Purchaser is a natural person and resident of United Republic of Tanzania and with all regards and revelations by the Seller in relation to the Price, access and status of the Certificate of Right of Occupancy, is desirous to purchase the aforesaid parcel of land of which the Vendor is also desirous to dispose onto the Purchaser subject to the terms and conditions of this Sale agreement.

**NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS: -**

**ARTICLE 1.0**

**1.1 DEFINITIONS**

In this Sale Agreement unless the context otherwise provides: -

"Agreement" Means this Sale Agreement between the Vendor and the Purchaser leading to the transfer of land located at Block "B" Njiro, in the District of Arusha being Plot No. 225 & 227, measuring approximately One Thousand Eight Hundred (1800) square meters bearing Certificate of Right of Occupancy Number 556.;

"Parties" mean the signatories to this Agreement;

"Purchase Price" means the amount of **Tanzanian Shillings One Hundred Thirty Million (TZS 130,000,000.00) only** payable to the Vendor by the Purchaser for the purchase of the aforementioned parcel of land and Transfer of the same to the Purchaser.

"TZS" means Tanzanian Shillings.

- 1.2 References to the singular include, when the context so admits, references to the plural and vice versa.
- 1.3 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include companies.
- 1.4 The headings as used in this Agreement are for convenience of reference only and shall not affect the construction of any of the terms and provisions hereof.

## **ARTICLE 2.0**

### **2.1 LAND EARMARKED FOR SALE**

The land to be sold to the Purchaser is land measuring **One Thousand Eight Hundred (1800) square meters** or thereabouts together with the improvements comprised on the said piece of land being Plot No. 225 & 227, Block "B" situated at Njiro, in the District of Arusha – Tanzania bearing Certificate of Right of Occupancy Number 556;

## **ARTICLE 3.0**

### **3.1 CONSIDERATION AND MODE OF PAYMENT**

3.1.1 In consideration of the Purchaser paying the sum of **Tanzanian Shillings One Hundred Thirty Million (TZS 130,000,000.00) only** (Purchase Price) to the Vendor, the Vendor shall transfer ownership of the said piece of land described hereinabove together with all the improvements and developments erected and being thereon, free from any encumbrance soon after the payment of the entire Purchase Price has been fully paid.

3.2 The Parties have agreed to the following mode of Payment:

3.2.1 That upon signing of this Agreement, the Purchaser shall effect a nonrefundable payment of the consideration being **Tanzanian Shillings One Hundred Million (TZS 100,000,000.00) only** via Wire Transfer to the Sellers Bank account as shall be provided.

3.2.2 That the Purchaser shall effect payment of the balance of the consideration being **Tanzanian Shillings Thirty Million (TZS 30,000,000.00)** within three (3) months from the date of signing of this Agreement. Upon payment of the balance, the same shall deem full and final payment of the Purchase Price. Thereafter transfer of the said Plots of Land being Plot No. 225 & 227 shall be effected.

3.2.3 That the Vendor and Purchaser agree that any delay on the payment of the balance as stated above shall accrue interest at commercial

rate. Such interest shall be payable upon failure to adhere and laps of default notice.

#### **ARTICLE 4.0**

##### **4.1 THE VENDORS WARRANTIES**

The Vendor hereby warrants to the Purchaser as follows:

- 4.1.1 The Vendor is the true and lawful owner of the property and that the Property is not subject to any mortgage, charge, lien, lease or other encumbrance of any nature whatsoever.
- 4.1.2 The Vendor warrants that should there arise a legal dispute with regards to the ownership of the said plots of land being Plot No. 225 & 227 bearing Certificate of Title No.556, the Purchaser shall have the right to request a full refund of the payment made. The refund shall be repaid by the Vendor within three (3) months from the date of the request.
- 4.1.3 That the Vendor shall be responsible for the Payment of Capital Gain Tax.
- 4.1.4 All restrictions, conditions and covenants (including any imposed by or pursuant to any lease affecting the property) have been observed and performed and no notice of any breach of any of the same have been received or is to the Vendor knowledge likely to be received;
- 4.1.5 All information given by or on behalf of the Vendor to the Purchaser in the course of negotiations leading to this Agreement was when given and remains true complete and accurate in all respect and the Vendor is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading;
- 4.1.6 The execution or completion of this agreement or performance of its terms will not result in any breach of any agreement to which the Vendor is a party or of any Court order; The Vendor shall provide the Purchaser with the Board Resolution to that effect.

- 4.1.7 The Vendor, guarantees that there is no encroachment by the property onto any neighboring property and he further assures the Purchaser that, there is no easement or servitude rights which have been created over the property to any one;
- 4.1.8 The Vendor guarantees any intended expropriation of the property or any portion of it;
- 4.1.9 The Vendor shall hand over vacant possession of the property to the Purchaser after signing this Agreement and upon receipt of the first instalment of the consideration being **Tanzanian Shillings One Hundred Million (TZS 100,000,000.00) only**. Risk and profit shall pass to the Purchaser upon handing over of vacant possession of the property by the Vendor.

## **ARTICLE 5.0**

### **5.1 THE PURCHASER WARRANTIES**

- 5.1.1 The Purchaser warrants that he has done his due diligence in ascertaining the Property and is satisfied with the Property in its current condition.
- 5.1.2 The Purchaser shall be responsible for the payment of all costs at the Arusha District Land Offices and the Registrar of Titles offices for the transfer of the property to his name, i.e. Application fee, Approval fee and Consent fee, Registration fees, Stamp Duty and Land Rent for the Financial year 2024/2025.

## **ARTICLE 6**

### **6.0 THE VENDOR AND PURCHASER FURTHER COVENANTS**

- 6.1.1 That the handing over of the Certificate of Title shall be done upon receipt of the final Payment by the Purchaser.
- 6.1.2 The Vendor and Purchaser agree that the Transfer of the said Property shall commence upon receipt of the final payment for the Property.
- 6.1.3 That the Transfer of the said Property shall be done by the Vendor's Advocate and;

6.1.4 This Agreement of Sale 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.

6.1.5 No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.

## **ARTICLE 7**

### **7.1 NOTICE**

7.1.1 Any notice or demand hereunder may be duly given to either party by prepaid post letter or other speedier mode of communication or transmittal whether manual or electronic including but not limited to telex, telefax and E-mail properly addressed to the addresses herein written and shall be effectual notwithstanding any change of address(s) and notwithstanding the return of the notice or demand concerned and such notice or demand shall be effectual for all purposes **forty eight (48) hours** after the posting or transmission or service thereof and in providing service it shall be sufficient to prove that the letter containing notice or demand was properly stamped addressed and put in the post office.

**PROVIDED ALWAYS** that for other speedier modes of communication or transmittal or service herein it shall be sufficient proof of delivery or transmission of service thereof of delivery in the manner generally acceptable for that specific mode of transmittal.

7.1.2 For the purpose of notice by one party to the other party in this Agreement, herein below are the parties' addresses;

**FOR THE VENDOR  
A TO Z TEXTILE MILLS LIMITED  
P.O. BOX 945  
ARUSHA-TANZANIA**

**FOR THE PURCHASER  
GODSON MEISILAL LAIZER  
P.O.BOX 904  
ARUSHA – TANZANIA**

**7.2 DISPUTE CLAUSE**

Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter will be referred to Arbitration as provided for by the Arbitration Act R.E. 2020 or in any other Arbitration mode as agreed by the parties. The forum is Arusha unless parties agree otherwise.

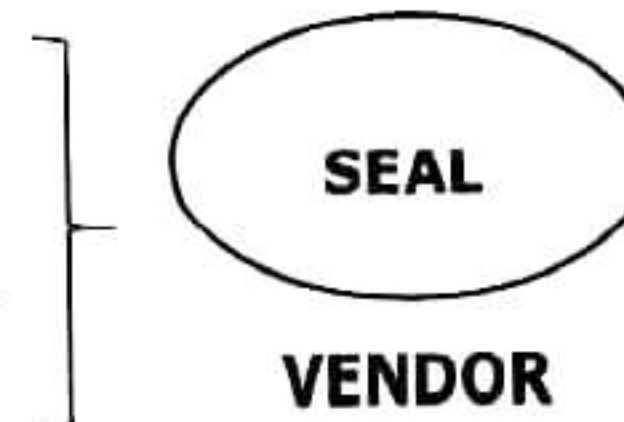
**ARTICLE 8.0**

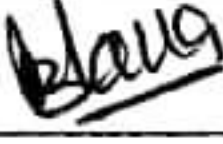
**8.1 MISCELLANEOUS PROVISIONS**


- 8.1.1 Except in the case of express waiver, the fact that one Party does not exercise all or any part of its rights, which are conferred upon it by this Agreement, shall not constitute in any event the waiver, or abandonment of the rights not exercised.
- 8.1.2 All matters arising from or in connection to this Sale Agreement shall be governed and construed in accordance with the **laws of the United Republic of Tanzania.**
- 8.1.3 This Agreement shall be in the English Language and in three **(3)** originals each being authentic.

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

**SEALED** with the **COMMON SEAL** of the said  
**A TO Z TEXTILE MILLS LIMITED**  
in our presence this \_\_\_\_\_ day of \_\_\_\_\_  
2024.



Name: BINESH HARIA  
Signature:   
Postal Address: P.O. BOX 945, ARUSHA  
Qualification: DIRECTOR

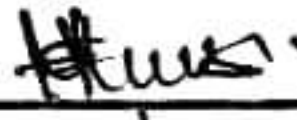
Name: KALPESH SHAH  
Signature:   
Postal Address: P.O. BOX 945, ARUSHA  
Qualification: CEO

**SIGNED and DELIVERED** by the said  
**GODSON MEISILAL LAIZER**

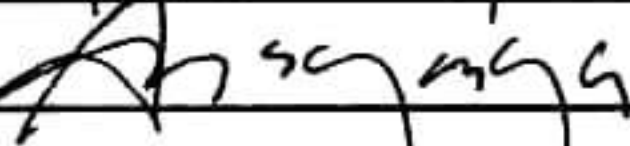
Who is known to me personally/ introduced to me by  
John Beatos Kasegenya  
This 09<sup>th</sup> day of July 2024

  
**PURCHASER**

**WITNESS FOR THE PURCHASER**

**NAME: HAPPINESS FRANK MUNISI**  
**SIGNATURE:**   
**DATE:** 09/07/2024  
**ADDRESS:** P.O BOX 904 ARUSHA  
**RELATION: WIFE**

**BEFORE ME; -**

**NAME:** Andrew Moses Maganga  
**ADDRESS:** 2122, Arusha  
**SIGNATURE:**   
**DESIGNATION** ADVOCATE/ COMMISSIONER FOR OATHS

