

Kariakoo

SALE AGREEMENT

THIS AGREEMENT is made this 19th day of August, 2021

BETWEEN

METHOD OSMUND MGANI of P. o. Box 25057 Dar es Salaam, (hereinafter referred to as "**the VENDOR**") on one part.

AND

YUNTAO INTERNATIONAL COMPANY LIMITED a company with registration number 138769313 under the Companies Act, Cap 212, Dar es Salaam, (hereinafter referred to as "**PURCHASER**") on the other part;

WHEREAS the Vendor is the owner of a property and all those exhausted and unexhausted improvements on the land PLOT No. 73, Block L, CT No. 84670, LO No. 335130, Ref, AR/ILA/KAR/1402, Situated at Kariakoo, Ilala Municipality, Dar es Salaam, measured 2700 SFT, (hereinafter referred to as "the Property")

AND WHEREAS the Vendor is desirous of selling the property and Purchaser agrees to purchase the Property free from any encumbrances whatsoever in terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. That, in consideration of the sum of Tanzanian **shillings 300,000,000/= (three hundred million only)** the Vendor agrees to sells to purchaser and purchaser agrees to buy the property from the Vendor.
2. That the payment shall be paid in full upon execution of this agreement.
3. That, simultaneous with the signing thereof the vendor shall surrender to Purchaser, all the necessary documents concerning the said property.
4. That the capital gain tax in respect of this transaction will be paid by the **VENDOR** while transfer, stamp duty and related fees shall be borne by **PURCHASER**.
5. That the Purchaser would pay all rents, rates. taxes service chargers and other levies attached to the property after the date of this Agreement.

Handwritten signatures:
A7. [Signature] #gani

6. That, whenever needed, the Vendor shall defend the Purchaser right over this property and shall assist the Buyer to obtain a legal title of the property and the Purchaser shall pay all the necessary costs needed and incurred in the process, save for the lawfully required taxes to be paid by the Vendor.
7. That, in the event that the Vendor is not the true and legal owner of the landed property under sale in this agreement, the Vendor shall be liable to refund to purchaser, the whole purchase price forthwith.
8. Further that in the event the commissioner's transfer consent is withheld, the VENDOR shall, in two weeks of such withheld, refund to PURCHASER the whole purchase price without fail.
9. That for the purpose of interpretation and for the avoidance of doubt it is hereby declared that the expressions "Vendor" and "Purchaser" shall include their heirs, successors, legal representatives and assigns.
10. That both parties agree that the loss, misplacement, burning or any sort of destruction of this agreement shall not mean that that this agreement has been terminated.
11. That in case any dispute arise in respect of this plot the laws of United Republic of Tanzania will be used.

AS WITNESS hereof the parties hereto have executed these presents in the manner and the day hereinabove appearing.

AY.





SIGNED and Delivered Dar es Salaam by the
said **METHOD OSMUND MGANI** who is
known/Identified to me by AHMED
YAKUB LOUIS
The later known to me personally this 19th day
of August 2021


.....
VENDOR

BEFORE ME:

NAME: Makubi Kunju Makubi

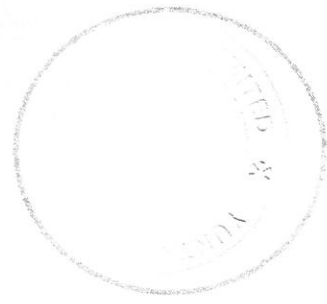
SIGN: 

ADDRESS: 14605, Dar es Salaam

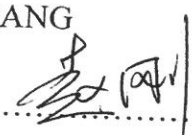
QUALIFICATION: Advocate



SEALED with the Common SEAL of **YUNTAO**
INTERNATIONAL COMPANY LIMITED and
Delivered at Dar es Salaam in presence of us this
19th day of August, 2021



NAME: ZHAO GANG

SIGNATURE: 

ADDRESS:

QUALIFICATION: DIRECTOR

NAME: AHMED YAKUB LOUIS

SIGNATURE: 

ADDRESS: 22239, Dar es Salaam

QUALIFICATION: COMPANY SECRETARY



THE UNITED REPUBLIC OF TANZANIA
SPOUSAL CONSENT TO DISPOSITION OF LAND

CT. NO. 84670, L. O. NO. 335130
PLOT NO. 73 BLOCK "L"
KARIAKOO AREA, ILALA MUNICIPALITY
DAR ES SALAAM CITY

I, **MARIA ANDREA NZIKU** of P. O. Box 25057, Dar es Salaam, Adult, Christian, holder of ID Number..... Do hereby Declare that:

1. I am the lawful wife of **METHOD OSMUND MGANI** of P. O. Box 25057, Dar es Salaam hence with interest in the property described herein above.
2. That I am aware that my husband **METHOD OSMUND MGANI** (the registered owner of the above named property) has sold the property with the above reference to **YUNTAO INTERNATIONAL COMPANY LIMITED** for a consideration of Tshs. 300, 000, 000/= (Three Hundred Million) only.
3. That, with this Deed, without force or undue influence, I hereby freely give Consent to my husband to sale the said property (Plot No. 73 Block L, Kariakoo – CT No. 84670) to the said **YUNTAO INTERNATIONAL COMPANY LIMITED**.
4. That this affidavit serves as my unqualified and irrevocable **CONSENT** to the purpose described herein above, and that I, jointly and severally undertake not to object by way of suit, caveat or interference in any way whatsoever.

IN WITNESS HEREOF I have affixed my signature as hereunder:

SWORN at Dar es Salaam by the said **MARIA ANDREA NZIKU** who is identified to me by **Method Osmund Mgani** this 19th day of August 2021

M. Mwanu
.....
DEPONENT

BEFORE ME

Makubi Kunju Makubi
.....
Makubi Kunju Makubi
Commissioner for Oaths



Visiga

SALE AGREEMENT

THIS AGREEMENT is made this.....^{19th}.....day ofAugust.....2021

BETWEEN

METHOD OSMUND MGANI of P. o. Box 25057 Dar es Salaam, (hereinafter referred to as "the **VENDOR**") on one part.

AND

YUNTAO INTERNATIONAL COMPANY LIMITED a company with registration number 138769313 under the Companies Act, Cap 212 of 2002, Dar es Salaam, (hereinafter referred to as "**BUYER**") on the other part;

WHEREAS the Vendor is the owner of a Plot and all those exhausted and unexhausted improvements on unsurveyed plot Situated at Madafu, Visiga Ward, Kibaha Municipality, Pwani Region, measured two acres (2 acres), (hereinafter referred to as "**the Plot**")

WHEREAS the boundaries of the said plot are:

On the North : Visiga road.
On the South : J. Kahale
On the East : J. Kahale
On the West: Mbwawa Road

AND WHEREAS the Vendor is desirous of selling the property and **Buyer** agrees to purchase the Plot free from any encumbrances whatsoever in terms and conditions hereinafter appearing.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. That, in consideration of the sum of Tanzanian **shillings 40,000,000/= (Forty Million only)** the Vendor agrees to sell to buyer and buyer agrees to buy the plot from the Vendor.
2. That the payment shall be paid in full upon execution of this agreement.
3. That, simultaneous with the signing thereof the vendor shall surrender to buyers, all the necessary documents concerning the said plot.

4. That the capital gain tax in respect of this transaction will be paid by the VENDOR while transfer, stamp duty and related fees shall be borne by BUYER.
5. That the Purchaser would pay all rents, rates, taxes service chargers and other levies attached to the property after the date of this Agreement.
6. That, whenever needed, the Vendor shall defend the Buyer right over this property and shall assist the Buyer to obtain a legal title of the property and the Buyer shall pay all the necessary costs needed and incurred in the process, save for the lawfully required taxes to be paid by the Vendor
7. That, in the event that the Vendor is not the true and legal owner of the plot under sale in this agreement, the Vendor shall be liable to refund to buyers, the whole purchase price forthwith.
8. Further that in the event the commissioner's transfer consent is withheld, the VENDOR shall, in two weeks of such withheld, refund to BUYER the whole purchase price without fail.
9. That for the purpose of interpretation and for the avoidance of doubt it is hereby declared that the expressions "Vendor" and "Buyer" shall include their heirs, successors, legal representatives and assigns.
10. That both parties agree that the loss, misplacement, burning or any sort of destruction of this agreement shall not mean that that this agreement has been terminated.
11. That in case any dispute arise in respect of this plot the laws of United Republic of Tanzania will be used.

AS WITNESS hereof the parties hereto have executed these presents in the manner and the day hereinabove appearing.

SIGNED and Delivered Dar es Salaam by the
said **METHOD OSMUND MGANI** who is
known/Identified to me by AHMED
YAKUB LOUIS
The later known to me personally this 19th day
of August 2021

Mgani
VENDOR



BEFORE ME:

NAME: Makubi Kunju Makubi

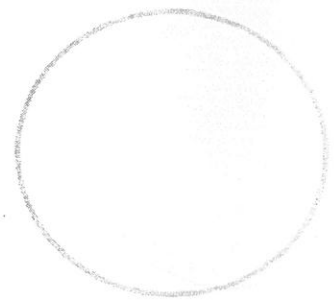
SIGN.....*Makubi*.....

ADDRESS: 14605, Dar es Salaam

QUALIFICATION: Advocate



SEALED with the Common SEAL of **YUNTAO**
INTERNATIONAL COMPANY LIMITED and
Delivered at Dar es Salaam in presence of us this
19th day of August, 2021



NAME: ZHAO GANG

SIGNATURE.....*Zhao Gang*.....

ADDRESS:

QUALIFICATION: DIRECTOR

NAME: AHMED YAKUB LOUIS

SIGNATURE.....*Ahmed*.....

ADDRESS: 22239, Dar es Salaam

QUALIFICATION: COMPANY SECRETARY



**THE UNITED REPUBLIC OF TANZANIA
SPOUSAL CONSENT TO DISPOSITION OF LAND**

**TWO ACRES OF UN-SURVEYED PIECE OF LAND
MADAFU – VISIGA WARD
KIBAHA DISTRICT
COAST REGION**

I, **MARIA ANDREA NZIKU** of P. O. Box 25057, Dar es Salaam, Adult, Christian, holder of ID Number..... Do hereby Declare that:

1. I am the lawful wife of **METHOD OSMUND MGANI** of P. O. Box 25057, Dar es Salaam hence with interest in the property described herein above.
2. That I am aware that my husband **METHOD OSMUND MGANI** (the registered owner of the above named property) has sold the property with the above reference to **YUNTAO INTERNATIONAL COMPANY LIMITED** for a consideration of Tshs. 40, 000, 000/= (Forty Million) only.
3. That, with this Deed, without force or undue influence, I hereby freely give Consent to my husband to sale the said property (Two acres of un-surveyed piece of land located at Madafu – Visiga Ward, Kibaha District, Coast Region to the said **YUNTAO INTERNATIONAL COMPANY LIMITED**.
4. That this affidavit serves as my unqualified and irrevocable **CONSENT** to the purpose described herein above, and that I, jointly and severally undertake not to object by way of suit, caveat or interference in any way whatsoever.

IN WITNESS HEREOF I have affixed my signature as hereunder:

SWORN at Dar es Salaam by the said **MARIA ANDREA NZIKU** who is identified to me by **Method Osmund Mgani** this 19th day of August 2021

M. Nziku
.....
DEPONENT

BEFORE ME
[Signature]
.....
Makubi Kunju Makubi
Commissioner for Oaths

