

TANZANIA

THE LAND ACT 1999  
(NO. 4 OF 1999)

**CERTIFICATE OF OCCUPANCY**

(Under Section 29)

Date of Issue:

Title Number: 185948

Land Office Number: 920835

Land: PLOT NO. 4 BLOCK 'L' AT CHAMAKWEZA IN CHALINZE URBAN AT

Certified true copy of the Original  
Sign: *B* Date: 16/12/21  
BENEDICT EYPRIAN TEMBA  
Advocate, Notary Public & Commissioner  
for Oaths

Term: NINETY NINE (99) YEARS

TITLE No. 185948  
REGISTERED 12/7/2019  
AJ 2:00 Pm  
LAND REGISTRY  
TANGANYIKA  
East Region of Tshas

Land Form No. 22  
TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 84932/2 Paid  
Receipt No: 99018062160  
of: 11/06/2019  
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

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

CERTIFICATE OF OCCUPANCY

(Under Section 29)

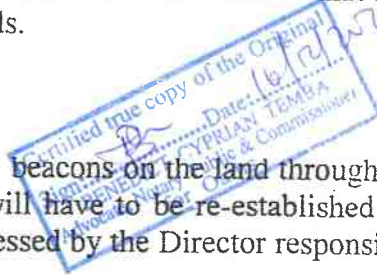
TANGANYIKA STAMP DUTY ACT.  
Stamp Duty Shs: 100/- Paid  
On Original Receipt Shs: 99018062160  
of: 11/06/2019  
Stamp Duty Officer

Title No. 185948  
L.O. No. 920835.  
Ref.No. CHAL/LD/1441

The 12<sup>th</sup> day of July Two thousand and nineteen.

THIS IS TO CERTIFY that **KHALID HEMED ALLY** of P.O. Box 10723, DAR ES SALAAM (hereinafter called "the Occupier") is entitled to the Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") for a term of **Ninety Nine (99)** years from the first day of **April, two thousand and nineteen** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following special conditions:-

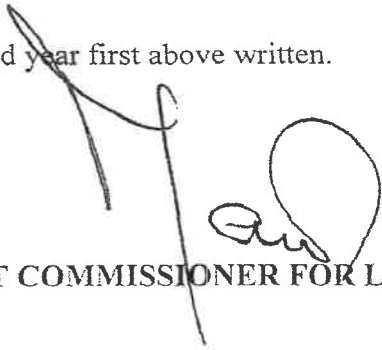
1. The Occupier having paid rent up to the thirtieth day of **June, 2019** shall thereafter pay rent of shillings **one million six hundred ninety eight thousand eight hundred and forty (Tshs:1,698,840/=)** only a year in advance on the first day of July in every year of the term without deduction **PROVIDED** that the rent may be revised by the Commissioner for Lands.
2. The Occupier shall:-
  - (i) Be responsible for the protection of all **beacons on the land** throughout the term of the Right. Missing beacons will have to be re-established at any time at the Occupiers' expenses as assessed by the Director responsible for Surveys and Mapping.
  - (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.



**SCHEDULE**

ALL that Land known as **Plot No. 4 Block 'L'** situated at **Chamakweza** in **Chalinze Urban Area** containing **thirty thousand, eight hundred and eighty eight (30,888) square metres** shown for identification only and edged **red** on the plan attached to this Certificate and defined on the Registered Survey Plan Numbered **105909** deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

Given under my hand and my **official seal** the day and year first above written.



**ASSISTANT COMMISSIONER FOR LANDS**

I, the within named **KHALID HEMED ALLY** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said )  
KHALID HEMED ALLY who is )  
known to me personally /identified to me by )  
..... )  
the latter being known to me personally )  
this <sup>14<sup>th</sup></sup> day of June 2019. )  
Witness's Name: HAPPYPHANIA ERICK LUENA )  
Signature: [Signature] )  
Postal Address: 65 )  
CHALINZE )  
Qualification: ADVOCATE )

[Signature]  
Certified true copy of the Original  
Date: 14/6/19  
Sign: BENEDICT CYPRIAN TENBA  
Advocate, Notary Public & Commissioner for Oaths  


CHALINZE URBAN AREA

N



LOCATION CHAMAKWEZA

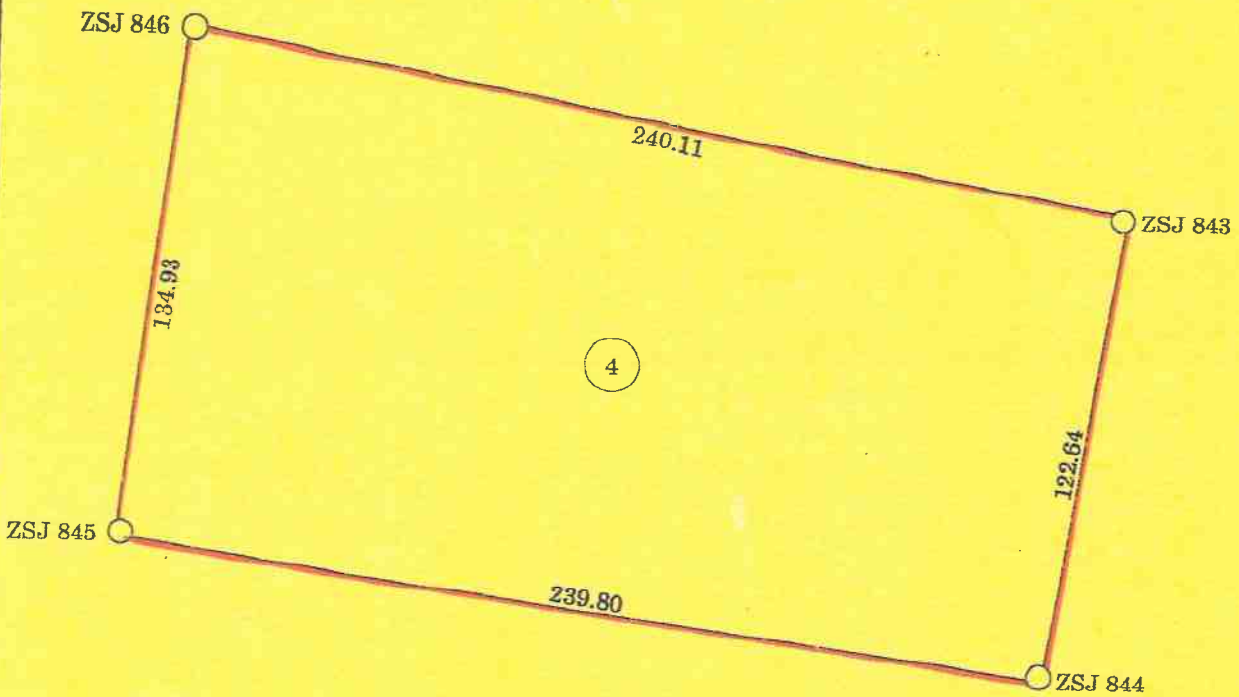
BLOCK L

PLOT No. 4

L O No: 920835

AREA 30,888 SQM

Certified true copy of the Original  
Sign: *[Signature]* Date: 16/12/2021  
BENEDICT CYPRILAS TAMBAY  
Advocate, Notary Public & Commissioner  
for Oaths



This plan, prepared in accordance with Registered plan No 105909 is approved for the purpose of Land Registration ordinance.

*[Signature]*  
For Director of Surveys and Mapping.

Date: 04/06/2019  
Ministry of Lands and Human Settlement Development  
Dar Es salaam.

The Issue of The plan Implies no guarantee or admission of title of Government.

**AGREEMENT OF SALE**

**BETWEEN**

**AHMED KHALID HEMED & MARIAM ELIAS MVIOMBO**  
*As Legal Personal Representatives of KHALID HEMED ALLY (Deceased)*

**AND**

**FARAJI MBARAKA SALMIN COMPANY LIMITED**

---

**RELATING TO THE PROPERTY ON PLOT NO. 4 BLOCK 'L'  
CHAMAKWEZA AREA, CHALINZE URBAN, WITHIN COAST  
REGION, CERTIFICATE OF TITLE NO. 185948**

---



**Drawn by:**  
**MARYDON ATTORNEYS**  
**PO BOX 78761**  
**DAR ES SALAAM**

THIS AGREEMENT is made this .....07<sup>th</sup>..... day of .....June....., 2021

BETWEEN

**AHMED KHALID HEMED and MARIAM ELIAS MVIOMBO** As a Legal Personal Representatives of **KHALID HEMED ALLY (Deceased)** of P.O. Box 15732 Dar es Salaam hereinafter called "the Vendors") where the context so admits shall include his successors in title and assigns of the title) of the one part

AND

**FARAJI MBARAKA SALMIN COMPANY LIMITED** a Limited Liability Company duly registered and existing in Tanzania under the Companies Act (CAP 212 R.E 2002) of P.O BOX 67089 DAR ES SALAAM, Tanzania (hereinafter called the "**Purchaser**") where the context so admits shall include its successors in title and assigns of the title) of the other part.

**WHEREAS** the Vendors are the legal representatives to the Property on Plot No. 4 Block 'L' Chamakweza area, Chalinze Urban Area within Coast Region, Certificate of Title No. 185948

**AND WHEREAS** the Vendors are desirous of selling the said Property and the Purchaser is desirous of buying the said property at a consideration of **Tanzanian Shillings Eighty Million Only (80,000,000)** (hereinafter referred to as the "**Purchase Price**").

**NOW THEREFORE IT IS AGREED** as follows: -

1. The Vendors hereby sells and the Purchaser hereby buys a Landed property on Plot No. 4 Block 'L' Chamakweza area, Chalinze Urban Area within Coast Region, Certificate of Title No. 185948 Including building and other developments thereon (hereinafter referred to as "**the Property**") upon the terms and conditions set out hereinafter.
2. **CONSIDERATION:** The Purchase price being an amount of **Tanzanian Shillings Eighty Million Only (80,000,000)** (hereinafter referred to as the "**Purchase Price**") shall be paid
3. **The mode of payment shall be as follows:**

Upon signing of this agreement, The Purchaser shall make payment amounting to **Tanzanian Shillings Eighty Million (TZS. 80,000,000.00)** to Vendors on the date of signing of Sale Agreement and Transfer Deed Tools.

4. Simultaneously with the signing of this Agreement, the Vendors and the Purchaser shall execute a Deed of Transfer of the Right of Occupancy and the relevant Land Forms for the property sold hereunder, to be submitted to the Commissioner for Lands for his consent.

- 5 The **Vendors** and the **Purchaser** shall, simultaneously with the signing of this Agreement and the Deed of Transfer, execute all other documents as may be necessary and/or required for the transfer of the Property unto the **Purchasers**.
- 6 The **Vendors** and the **Purchaser** recognise and agree that this Agreement and the Deed of Transfer are subject to the consent of the Commissioner for Lands to transfer the Rights of Occupancy. The **Vendors** and **Purchaser** agree to take all necessary and/or reasonable steps to obtain the said Commissioner's consent.
- 7 The **Purchaser** shall pay all Legal fees, stamp duty on the sale agreement, consent, Capital Gain Tax and registration fees on the Deeds of Transfer as may be assessed by the relevant authorities
- 8 The **Vendors** shall pay all outgoing levied or assessed on the property such as land rents and rates until such time when physical possession of the property shall have been delivered to the **Purchaser** it being understood that the **Purchaser** shall bear all if any, such rents, rates and other outgoing aforesaid arising and/or falling due subsequent to the delivery by the **Vendors** to the **Purchaser** of vacant possession of the property and after the transfer of the Property has been completed.
- 9 The **Vendors** undertakes and/or warrants to the **Purchaser** that as of the date of signing of this Sale Agreement: -
  - (a) The **Vendors** have good marketable title to the Property and that the Property is not subject to any registered and/or unregistered interests, mortgage, charge, lien, lease, court proceedings or other encumbrance of any nature whatsoever.
  - (b). The **Vendors** are in actual occupation and possession of the property and that there are no tenants/invitees currently occupying the property, leases and tenancies which have been granted to any third party in respect of the said property or any part thereof that may prohibit the purchaser to have peaceful and quiet enjoyment of the Property.
  - (c) All family meetings and other actions required to authorize the entering into this Sale Agreement by the **Vendors** and the performance of their obligations have been duly taken and that the **Vendors** have received approval and/or consent to dispose of and/or sell the Property.
  - (d) 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's** knowledge likely to be received;
  - (e) 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 respects and the **Vendors** are not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading;

- (f) the execution or completion of this agreement or performance of its terms will not result in any breach of any agreement to which the **Vendors** are a party or of any law or court order and this Agreement constitutes a legal, valid and a binding obligation of the Vendor in accordance with its terms;
- (k) the Vendors irrevocably undertakes to do all that it is within their powers to perform their obligations as set out in this Agreement.

9. **PURCHASER'S WARRANTIES:**

The **Purchaser** represents and warrants to the **Vendors** that:-

- (a) All actions required to authorize the entering into this Sale Agreement by the Purchaser and the performance of its obligations have been duly taken.
  - (b) This Sale Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and a binding obligation of the purchase in accordance with its terms.
10. Transfer of the Property shall be effected by the **Purchaser** or its Conveyancers. Each party shall subject to the foregoing provisions of this Agreement, within seven (7) days of being called upon to do so by the Conveyancers attending the transfer, sign all documents required to be signed and furnish all documents required to be furnished by that party to enable transfer of the property to be given to the purchaser.
11. The **Vendors** shall hand over vacant possession of the Property to the **Purchaser** **immediately after payments and signing of this agreement**. Risk and Profit shall pass to the Purchaser upon handing over of the vacant possession of the property by the vendor.
12. Completion of this Agreement will take place on the happening of the following events:
- (a) Consent is received from the Commissioner of Lands for the transfer of the Right of Occupancy;
  - (b) Registration of the **Purchaser** as the registered owner of the said Right of Occupancy;
  - (c) Handing over of vacant possession of the Property to the Purchaser.
13. That notwithstanding anything contained herein, the Vendors shall be in default in event of the following occurrence;
- a) Failure to hand over vacant possession of the Property to the Vendor, after signing and receiving payments of the purchase price.

15. This Agreement of Sale constitutes the entire contract between the parties with regard to the sale of the Property by the Vendors to the Purchaser as set out within this Agreement. Except as provided in the Deed of Assignment, and no representation; term or warranties not contained herein shall be binding upon the parties.
16. No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.
17. This agreement has been executed in triplicate and each shall serve the purpose of the original.
18. 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 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 delivered in the manner generally acceptable for that specific mode of transmittal.
19. This agreement shall be governed by the Laws of Tanzania. In the event of a dispute arising from or relating to this agreement the parties shall endeavour to settle such dispute amicably failing which the aggrieved party may institute legal proceedings in the High Court of Tanzania.

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

**SIGNED and DELIVERED at DAR ES SALAAM**

By the said **AHMED KHALID HEMED**

As a Legal Personal Representative of

**KHALID HEMED ALLY (Deceased)**

who is known to me personally/Identified to me

by ALLY DECHONGE

the latter being known to me personally in my presence

of us this 07<sup>th</sup> day of JUNE, 2021

X Ahmed Khalid

VENDOR

**BEFORE ME:**

Name : MARY PETER ZAKARIA

Signature : [Signature]

Postal Address: P.O. Box 78761, Dar es salaam, Tanzania

Qualification : ADVOCATE



**SIGNED and DELIVERED at DAR ES SALAAM**

By the said **MARIAM ELIAS MVIOMBO**

As a Legal Personal Representative of

**KHALID HEMED ALLY (Deceased)**

who is known to me personally/Identified to me

by ALLY DECHONGE

the latter being known to me personally in my presence

of us this 07<sup>th</sup> day of JUNE, 2021

X M ELIAS

VENDOR

**BEFORE ME:**

Name : MARY PETER ZAKARIA

Signature : [Signature]

Postal Address: P.O. Box 78761, Dar es salaam, Tanzania

Qualification : ADVOCATE



Certified true copy of the Original  
Sign: B Date: 16/07/2021  
BENEDICT CYPRIAN TEMBA  
Advocate, Notary Public & Commissioner  
for Oaths

SEALED and SIGNED with the Common Seal of the said FARAJI MBARAKA SALMIN COMPANY LIMITED and DELIVERED at Dar es Salaam in the presence of us this 07<sup>th</sup> day of JUNE, 2021

Name : FADAS MBARAK BINKLEEB

Signature : [Signature]

Postal Address: P.O. Box 67089, Dar es salaam, Tanzania

Designation : MANAGING DIRECTOR

SEAL

Name : MBARAK FADAS

Signature : [Signature]

Postal Address: P.O. Box 67089, Dar es salaam, Tanzania

Designation : DIRECTOR

Certified true copy of the Original  
Sign: [Signature] Date: 16/07/2021  
BENEDICT CYPRIAN TEMBA  
Advocate, Notary Public & Commissioner  
for Oaths