

LAND SALE AGREEMENT

BETWEEN

MOHAMED SAID KILUWA

AND

MAXI PRO COMPANY LIMITED

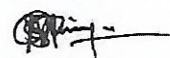
*In respect of the sale of land situated at VINGUNGUTI,
ILALA DISTRICT, DAR ES SALAAM
CT NO: 152595, PLOT NO.2089 - BLOCK B,
(hereinafter referred to as "the Property")*

DRAWN BY:

MOHAMED SAID KILUWA

P. O. BOX 70241

DAR ES SALAAM



LAND SALE AGREEMENT

THIS AGREEMENT is made on theday of..... 2022

BY AND BETWEEN

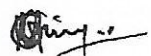
MOHAMED SAID KILUWA of P.O Box 70241, Dar es Salaam (hereinafter called the "Vendor") which expression shall include and extend to persons deriving title under the Vendor, their successors and assignees of the one part;

AND

MAXI PRO COMPANY LIMITED of P.O. Box 1187, Dar Es Salaam (hereinafter called the ("Purchaser") which expression shall include and extend to persons deriving title under the Purchaser, its successors and assignees of the other part;

WHEREAS:

- a) **WHEREAS**, the Vendor is a lawful owner of a parcel of land situated at PLOT NO. 2089 - BLOCK B, Vingunguti in Ilala District, Dar es Salaam which is registered under Certificate of Title No. 152595 (hereinafter called "the Property");
- b) **WHEREAS**, the Vendor has offered to sell the Property and the Purchaser has agreed to purchase the said Property as it is, more particularly described under the Certificate of Title.
- c) **WHEREAS** the Vendor shall handover to the Purchaser the original title deed for purposes of processing transfer of the Property to the name of the Purchaser;
- d) **WHEREAS**, both the Vendor and the Purchaser have conducted negotiations on the sale of the Property and are now desire and require a formal contract to embody the terms and conditions of their negotiations;



e) **WHEREAS**, the Purchaser has inspected the Property and the boundaries of the Property and is satisfied.

NOW THEREFORE IN CONSIDERATION of the premises and the mutual covenants of the Parties hereto as set forth hereinafter, it is mutually agreed as follows:-

1. DEFINITION AND INTERPRETATION:

1.1 In this Agreement, unless the context otherwise requires:

"Agreement" means this Sale Agreement as originally executed and all instruments supplemental and includes any amendments to this Agreement;

"Consideration" means the sum of the Tanzania Shillings Four hundred and Twenty Three million (TZS 423,000,000.00);


"Government" means the Government of The United Republic of Tanzania and/or any Ministry of the Government of The United Republic of Tanzania or, where the context so requires, other agency body or person which is controlled by or accountable to or represents the Government of The United Republic of Tanzania;

"Party" Means any one of the signatories to this Agreement;

"Writing" Shall include any mode of reproducing words in legible and non-transitory form;

References to the singular include, when the context so admits, references to the plural and vice versa and references to Clauses are references to the Clauses of this Agreement.

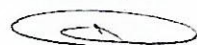
1.2 References to any statutes shall include any statute, by-law, regulation or delegated legislation modifying, re-enacting or made pursuant to the same or which is modified, re-enacted or extended by the same or pursuant to which the same is made.



- 1.3 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include any company, individual, corporation, joint venture, association, joint-stock company, unincorporated organization or government or any agency or political sub-division thereof.
- 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.
- 1.5 References to any document or agreement include references to such document or agreement as amended, notated, replaced or supplemented from time to time.
- 1.6 Reference to any person or Party includes that person's or Party's successors or permitted assigns.
- 1.7 If any of the provisions in this Agreement shall for any reason be held to be invalid, illegal or not enforceable in any respect, such invalidity, illegality or non-enforceability shall not affect any other provision hereof, and the invalid, illegal or unenforceable provision will be deemed never to have been contained herein. In the event of such invalidity, illegality or non-enforceability, the Parties shall use their best efforts to achieve the purpose of the relevant provision by amending this Agreement and providing for a new legally valid and enforceable provision.

2.0 SALE PRICE, STATUTORY DUES AND MODE OF PAYMENT:

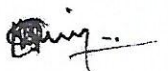
- 2.1 Upon and subject to the terms and conditions of this Agreement, the Vendor is in agreement to sell and grant vacant possession of the Property to the Purchaser the Property at a Purchase Price of Tanzanian shillings Four hundred and Twenty Three million (TSHS. 423,000,000/=) (hereinafter referred to as the Consideration");
- 2.2 The consideration shall be payable upon receipt by the Purchaser of a certificate of approval of a disposition issued by an authorized land officer at the Municipal Council confirming that the Property is approved for disposition in favour of Purchaser.



- 2.3 That the Vendor upon full payment of the Consideration shall grant the Purchaser immediate vacant possession and handover of the Property;
- 2.4 That the Purchaser shall be responsible for settling registration fees imposed or charged upon this agreement for transfer of the Property;
- 2.5 That the Purchaser shall be responsible for setting stamp duty to this Agreement;
- 2.6 That the Parties are in agreement that the Purchaser shall settle capital gains tax assessed disposition of the Property.
- 2.7 That upon execution of this Agreement the Vendor shall furnish the Purchaser with evidence of payments of latest receipts of land rent receipts settled.
- 2.8 That the valuation report expense and all other costs incurred during the valuation process shall be payable by the Vendor.

3.0 REPRESENTATIONS AND WARRANTIES OF THE VENDOR

- 3.1 The Vendor represent and warrant to the Purchaser as of the date of signing of this Agreement that each representation and warranty as it applies to it is true, accurate, complete and not misleading.
- 3.2 That the Vendor guarantees that as of the date of execution of this agreement, the Property is free from any encumbrances whatsoever and further that its description is believed and shall be deemed to be correct as disclosed by the Vendor or as apparent on inspection or search by the Purchaser.
- 3.3 Furthermore, the Vendor represent and warranties that there are no encumbrances or overriding interests regarding the Property.
- 3.4 The Vendor represent and warrant further to the Purchaser as at the date of signing of this Agreement:



3.4.1 The execution of this Agreement or the performance by the Vendor of its obligations hereunder will not result in any breach of any agreement or court order.

3.4.2 The Vendor acknowledges that the Purchaser is relying upon the representations and warranties given to them under this agreement to enter into this Agreement.

4. GOVERNING LAW AND DISPUTE RESOLUTION

4.1 This Agreement shall be governed by and construed in accordance with the laws of Tanzania.

4.2 Any dispute arising out of or in connection with this Agreement shall be settled amicably by the Parties failing which the aggrieved Party may take legal action at the Court having jurisdiction to entertain the dispute.

5. BREACH OF AGREEMENT

5.1 If any representation or warranty mentioned in these presents is incorrect or should any Party be in default in executing or failing to execute any of its obligations hereunder, any other Party shall be entitled to notify the defaulting Party in writing with appropriate particulars and if such other Party cannot be satisfied as to any corrective action taken in respect thereof or if the inaccuracy is not corrected or the obligation executed within ninety (90) days from the date of the written notice, such other Party shall have the right to exercise any recourse available in law.

5.2 In case of default, all rights and remedies conferred by this Agreement are additional to and without prejudice to any other rights or remedies under the general law, including any right to specific performance, to claim damages or compensation, any right to rescission and any other statutory remedies.

6. FURTHER ASSURANCES

6.1 The Vendor shall execute such other documents and do such other acts as the Purchaser may reasonably require in perfecting the right, title and interest of the Purchaser in the Property.

7. **COMPLETE AGREEMENT AND AMENDMENTS**

This Agreement constitutes the complete agreement between the Parties as to the matters herein dealt with and replaces all other agreements in this regard, if any. This Agreement may not be modified or amended except by written document signed by each of the Parties.

8. **WAIVER OF RIGHTS**

8.1 Except as otherwise provided in this Agreement or in the case of an express written waiver, the fact that either Party does not exercise all or any part of its rights which are conferred by this Agreement shall not constitute in any event the waiver or abandonment of the rights not exercised.

9. **SUCCESSORS AND ASSIGNS**

9.1 This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

10. **NOTICES**

10.1 All notices, requests, consents, demands waivers or other communications under or in connection with this Agreement shall be in writing in the English language and shall be sent by hand delivery or by prepaid first-class registered air mail or prepaid cable, telex, or telefax to the addresses set forth below:

10.1.1 In the case of the **Vendor** to:

MOHAMED SAID KILUWA

P.O Box 70241

Dar es Salaam

Tanzania.

10.1.2 In the case of the **Purchaser** to:

MAXI PRO COMPANY LIMITED

P.O. Box 1187

DAR ES SALAAM

Tanzania



10.2 The Parties may, at any time, by like notice to each other Party designate any other address and/or telefax number to which notices and other communications should be transmitted.

11. IMPLEMENTATION OF AGREEMENT

11.1 Each of the Parties undertake to take all steps necessary for its implementation and to sign or to have signed from time to time all other documents, contracts or writings and to do, or to see that there is done, all that which is considered necessary in order to fulfil the objective of this Agreement and in order to give full effect to all of its provisions.

12. COUNTERPARTS

12.1 This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same instrument

IN WITNESS HEREOF, the parties hereto have executed this deed on the date and year first hereinabove written in the following manner:

SIGNED and DELIVERED by the said MOHAMED SAID KILUWA who has been introduced to me by..... the latter known to me personally this day of2022


VENDOR

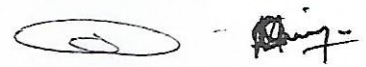
BEFORE ME:

Name: _____

Signature: _____

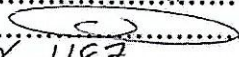
Postal Address: _____

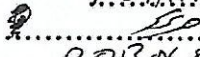
Qualification: Advocate, Notary Public and Commissioner for Oath.



SIGNED and DELIVERED by the said
MAXI PRO COMPANY LIMITED and
DELIVERED in our presence
this.....day of2022

SEAL

Name: AHMAD GHADDAR
Signature: 
Address: P.O. Box 1187
Qualification: Director

Name: MOHAMAD GHADDAR
Signature: 
Address: P.O. Box 5812
Qualification: Director

BEFORE ME:

Name: _____
Signature: _____
Postal Address: _____
Qualification: Advocate, Notary Public and Commissioner for Oath.



THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 2019
(No. 4 OF 1999)

NOTIFICATION OF A DISPOSITION
(Under Section 36)

CT NO 152595
PLOT NO.2089
BLOCK 'B'
VINGUNGUTI AREA
ILALA MUNICIPALITY,
DAR ES SALAAM CITY.

TO COMMISSIONER FOR LANDS/AUTHORISED OFFICER

I, **MOHAMED SAID KILUWA** of P.O Box 70241, being the Legal Owner of the above mentioned Property of Dar Es Salaam **HEREBY NOTIFY** you of the disposition which is intended to be made in favor of

MAXI PRO COMPANY LIMITED of P.O. Box 1187, Dar Es Salaam in respect of a Right of Occupancy registered under the above reference.

I **HEREBY** present the following particulars:-

1. Nature of disposition: Disposition by Sale/Transfer.
2. Particulars of Purchaser: **MAXI PRO COMPANY LIMITED**
P.O. Box 1187,
Dar Es Salaam.
Tanzania.
3. The following documents are enclosed: (see attached Land Form No. 30 and 35.)
4. Other particulars: (see attached Land Form No. 30 and 35.)

Date: _____


APPLICANT

Fee: _____
SEAL/OFFICIAL STAMP

COMMISSIONER FOR LANDS/AUTHORISED OFFICER

DATE: _____ PLACE: _____

Copy: The Registrar.

THE UNITED REPUBLIC OF TANZANIA
LAND ACT, 2019
(NO. 4 OF 1999)
APPLICATION FOR APPROVAL OF DISPOSITION
(Under Section 39)

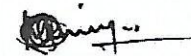
CT NO 152595
PLOT NO.2089
BLOCK 'B'
VINGUNGUTI AREA
ILALA MUNICIPALITY,
DAR ES SALAAM CITY.

I, **MOHAMED SAID KILUWA** of P.O Box 70241 Dar es Salaam (hereinafter referred to as "the Applicant")
HEREBY APPLY for **APPROVAL** of disposition of a Right of Occupancy registered under the above reference.

- 1. Nature of the disposition : **Sale/Transfer**
- 2. Particulars of Purchaser: **MAXI PRO COMPANY LIMITED**
P.O. Box 1187,
Dar Es Salaam.

- 3. We, the Applicants supply the following information and/or documentation
 - 1. Original Certificate of Title Number 152595
 - 2. Sale Agreement and Land Forms 29 & 35;
 - 3. Current Valuation Report
 - 4. Receipts for payments of Land rent, valuation approval fees, consent and notification fees

.....
DATE


.....
APPLICANT

For Official use only

- a) **Approved / Refused**
- b) **Remarks**

.....
Date

.....
Commissioner for Lands/ Authorised Officer

Served upon me/us

.....
Signature of Applicant(s)

Date:

THE UNITED REPUBLIC OF TANZANIA
THE LAND ACT, 2019
(NO. 4 OF 1999)
TRANSFER OF RIGHT OF OCCUPANCY
(Under Section 62)

CT NO 152595
PLOT NO.2089
BLOCK 'B'
VINGUNGUTI AREA
ILALA MUNICIPALITY,
DAR ES SALAAM CITY.

In consideration of the sum of TZS 423,000,000.00 (Tanzania Shillings Four Hundred and Twenty Three Million Only)

I, **MOHAMED SAID KILUWA** of P.O Box 70241 Dar Es Salaam, being the Legal Owner of the above mentioned Property of Dar es Salaam, **HEREBY TRANSFER** to

MAXI PRO COMPANY LIMITED of P.O. Box 1187, Dar Es Salaam the Right of Occupancy registered under the above reference.

SIGNED and DELIVERED by the said MOHAMED SAID KILUWA who has been introduced to me by..... the latter known to me personally this day of2022


VENDOR

BEFORE ME:

Name: _____
Signature : _____
Postal Address : _____

Qualification: Advocate, Notary Public and Commissioner for Oath.

SIGNED and DELIVERED by the said MAXI PRO COMPANY LIMITED and DELIVERED in our presence this.....day of2022

SEAL

Name: AHMAD GHADDAR
Signature: _____
Address: P.O. Box 1187
Qualification: Director

Name: MOHAMAD GHADDAR
Signature: _____
Address: P.O. Box 8512
Qualification: Director

BEFORE ME:

Name: _____

Signature: _____

Postal Address: _____

Qualification: Advocate, Notary Public and Commissioner for Oath.

Drawn by:

The Purchaser

COMMITMENT BOND

(For the commitment to develop Plot No.2089, Block "B", Vingunguti Area, Ilala Municipality comprised in the Certificate of Title No. 152595)

We, **MAXI PRO COMPANY LIMITED** of P.O. Box 1187, Dar Es Salaam do hereby **COMMIT OURSELVES** and state as follow :-

1. That We **MAXI PRO COMPANY LIMITED** are the Transferee of the Property situated on Plot No.2089, Block "B" Vingunguti Area, Ilala Municipality comprised in the Certificate of Title No. 152595 within the city of Dar es Salaam from **MOHAMED SAID KILUWA** (the Transferor herein) of Dar es Salaam.
2. That we have paid the Transferor the entire purchase price of the property.
3. That as required by law the Transferor has submitted an application for approval of disposition to the Commissioner for Land to transfer the above mentioned right of occupancy.
4. That under the law the Transferor was required to complete a building within thirty-six (36) months after the commencement of the Right of Occupancy, but the Transferor has not made major developments on the said property as to now due to lack of resources.
5. **WHEREFORE**, in the view of the foregoing facts, We, **MAXI PRO COMPANY LIMITED** hereby commit ourselves and undertake to fulfil the requirement of the conditions of the Right of Occupancy to the last within thirty-six (36) months after the grant of approval to transfer by the Commissioner for Lands and therefore plead to the Commissioner for Lands to accord his approval as applied by the Transferor.

Declared at Dar es Salaam this _____ day of _____, 2022.

SEALED with the COMMON SEAL of the said
MAXI PRO COMPANY LIMITED
and DELIVERED at Dar es Salaam in the _____
presence of us thisday of SEAL
2022

Name: AHMAD GHADOAR

Signature: 

Address: P.O. Box 1187

Qualification: Director

Name: MOHAMAD GHADOAR

Signature: 

Address: P. O BOX 8812

Qualification: Director