

**SALE AGREEMENT**

**BETWEEN**

**FELIX FAUSTIN CHUWA**

**AND**

**RUNYANG CONSTRUCTION COMPANY LIMITED**

*Felix*

*[Signature]*

**THIS AGREEMENT** made this 4<sup>th</sup> day of September 2018 between **FELIX FAUSTINE CHUWA** of P.O. Box 63160, DAR ES SALAAM (hereinafter referred as the "Vendor") which expression shall where the context so admits include his Successors and Assigns) of the one part

**AND**

**RUNYANG COMPANY LIMITED** of Post Office Box Number 2607, Dar Es Salaam (hereinafter referred to as "the Purchaser" which expression shall where the context so admits include its Successors and Assigns) of the other part.

**WHEREAS** the Vendor is the Owner of **ALL THE PIECE OF LAND** having an area of 5579 square feet held under OFFER, which is still in Pre-registration processes, having plot number 13 block EE Mapinga Bagamoyo Coast Region.

**WHEREAS** the Vendor is desirous to sell to the Purchaser and the Purchaser has agreed to purchase the said property free from encumbrances and upon terms and conditions hereinafter appearing. That one square metre shall be TZS 8,000.

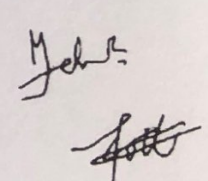
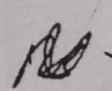
**WHEREAS** the Vendor has agreed with the Purchaser to sell and the Purchaser has agreed to buy the property from the Vendor for a lawful consideration of TShs **FORTY FOUR MILLION SIX HUNDRED AND THIRTY TWO THOUSAND ONLY (TShs.44,632,000/=)** only (hereinafter referred to as ("the purchase price") on the terms and conditions hereafter appearing.

**NOW THESE PRESENTS WITNESSETH** as follows:-

The Vendor shall sell and the Purchaser shall buy the property for a lawful consideration of **FORTY FOUR MILLION SIX HUNDRED AND THIRTY TWO THOUSAND ONLY TZs. 44,632,000/=** subject to the covenants hereinafter stipulated.

**IT IS FURTHER HEREBY AGREED THAT:**

1. The Purchaser shall pay to the Vendor immediately after the signing of this Agreement a sum of **TZS TEN MILLION ONLY (TShs.10,000,000/=)** being an Advance.
2. That the remaining Amount shall be paid within Seven (7) days of the receipt of the Original right of occupancy.



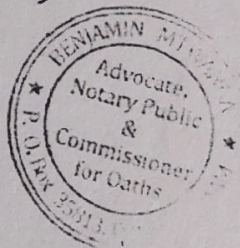
3. The Vendor shall deliver property to the Purchaser without encumbrances immediately upon payment of the total consideration sum.
4. The Vendor shall bear all transfer Cost including.
5. The purchaser shall bear all Taxes and fees paid to TIC.
6. The parties further covenant to cooperate in obtaining transfer consents from the relevant authorities and should the consent be withheld parties will revert to their formal position, and purchase price paid shall be paid back to the Purchaser by the Vendor.
7. That the Vendor shall do all best endeavours to Transfer in a reasonable time. That if the transfer shall take longer time than Two years, the Vendor shall pay the purchaser 100,000/= each being penalty of being late.

**IN WITNESS WHEREOF** the parties hereto have executed these presents in the manner and on the dates appearing alongside their respective signatures.

SIGNED and DELIVERED by the said  
 FELIX FAUSTIN CHUWA who is known to  
 me personally / identified to me by.....  
 .....the latter who  
 being known to me personally in my presence this 4<sup>th</sup>.....  
 day of September 2018

*Felix Chuwa*  
 VENDOR

Name: Benjamin Ntwango  
 Postal Address: P.O. Box 35813 Dsm  
 Qualification: Notary Public  
 Signature: *[Signature]*



SIGNED and SEALED with the COMMON SEAL  
 of RUYANG CONSTRUCTION COMPANY LIMITED  
 in my presence this 04 day of 09 2018.

SEAL

Name: YANG YE FEI  
 Postal Address: 2607  
 Qualification: Director

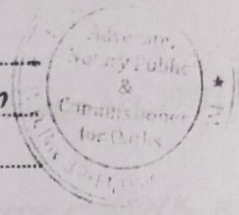
Signature: [Handwritten Signature]

Name: Bernard Mwangi

Postal Address: P.O. Box 3512 DCM

Qualification: Notary Public

Signature: [Handwritten Signature]



SPOUSE CONSENT

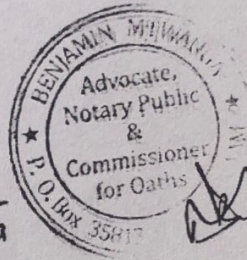
[Under Section 59 of the Law of Marriage Act, 1971]

I, ANSILA A KAVISHE the wife of FELIX FAUSTIN CHUWA, resident of Dar Es Salaam, of P.O. Box 63160, Dar Es Salaam, being of sound mind, DO HEREBY willingly and voluntarily consent to the sale of the landed property which is Plot No. 13/EE situated at Mapinga Area, Bagamoyo, Coast Region executed on 4<sup>th</sup> September 2018 between my husband i.e FELIX FAUSTIN CHUWA (Vendor) and Runyang Construction Company Limited.

Name: ANSILA A. KAVISHE

Address: 63160

Signature: Ansila



BEFORE ME:

Name: Benjamin Mtwanga

Address: P.O. Box 35813 Dsm

Signature: [Signature]

Qualification: Notary Public

REGISTERED 21.07.16  
 AT 01:00pm  
 M.A.  
 Asst. Registrar of Titles



Land Form No. 22  
 TANGANYIKA STAMP DUTY ACT.  
 Stamp Duty Shs: 5,570/= Paid  
 On Original Receipt No. 11354204  
 of: 21.07.2016  
 M.A.  
 Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA  
 THE LAND ACT, 1999  
 (NO.4 OF 1999)  
 CERTIFICATE OF OCCUPANCY

TANGANYIKA STAMP DUTY ACT.  
 Stamp Duty Shs: 100/= Paid  
 Receipt No: 11354204  
 of: 21.06.2016  
 M.A.  
 Stamp Duty Officer

(Under Section 29)

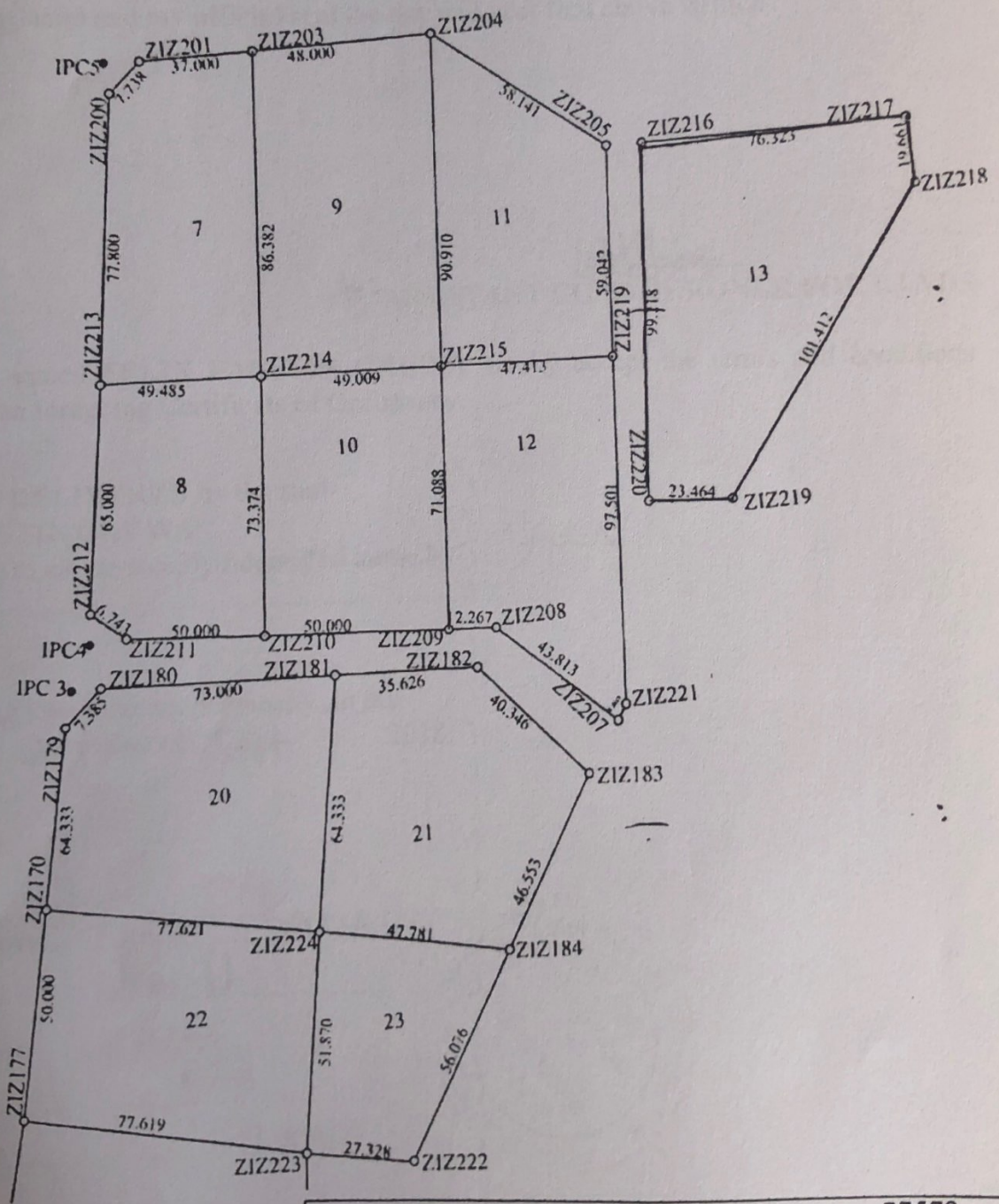
Title No. 178417  
 L.O. No. 725142  
 Ref.No. BAG/LD/28420

The 27<sup>th</sup> day of September Two thousand and ~~sixteen~~ <sup>Eighteen</sup> W.P./S.W

THIS IS TO CERTIFY that FELIX FAUSTIN CHUWA of P.O. Box 63160, 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 sixty six (66) years from the first day of April, two thousand and sixteen according to the true intent and meaning of the Land Act and subject to the provisions thereof and to the 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, 2016; shall thereafter pay rent of shillings one hundred eleven thousand and six hundred (111,600/=) 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 occupier's expenses as assessed by the Director responsible for Surveys and Mapping.

Location ..... Mapinga  
 Block ..... EE  
 Plot No ..... 13  
 L.O No ..... 725142  
 Area ..... 5579 sqm



ct

This plan prepared in accordance with Registered plan No. 77572  
 is approved for purposes of the Land Reg. Ordinance  
 Director of surveys and Mapping ..... Date 14/09/2018

issue of this plan implies no guarantee

**SCHEDULE**

That land known as Plot No. 13 Block 'EE' situated at Mapinga in Bagamoyo Urban containing five thousand five hundred and seventy nine (5579) square metres shown identification only edged red on the plan attached to this Certificate and defined on the stated Survey Plan Numbered 77572 deposited at the Office of the Director for Surveys Mapping at Dar es Salaam.

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

*[Signature]*  
Assistant Commissioner for Lands

I, the within named FELIX FAUSTIN CHUWA hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

RECEIVED and DELIVERED by the said  
FELIX FAUSTIN CHUWA  
who is known to me personally / identified to me by *[Signature]*

the latter being known to me personally in my  
presence this 26th day of Sept 2018.

Witness's;  
Witness's Name: *EDNA KAMALELI*  
Signature: *[Signature]*  
Postal Address: *2769*  
*N.M*  
Qualification: *ADVOCATE*

