

SALE AGREEMENT

THIS AGREEMENT is made this 30<sup>th</sup> day of September 2023

BETWEEN

KILUMI NGWESHANI KILUMI of KILUMI NGWESHANI MAFIA (hereinafter known as a "VENDOR" which term covers and includes his successors in title) of the one part.

AND

WABISABI LIMITED by José Andres Luque Luque and Ottavia Diletta Magenes (hereinafter known as the "PURCHASER" which term shall where the context so admits include his successors in title) of the other part.

WHEREAS:

- A. That the Vendor is the lawful and beneficial owner of a farm measures 3.5 acres situated at Kanga Village Mafia District hereinafter referred to as 'The Property'.
- B. That the Vendor is desirous and had agreed with the Purchaser for sale of the whole of the said property herein above reference.
- C. That the property is not surveyed and with no improvement and with the following boundaries; North UBWA FAMILY West INDIAN OCEAN South MWANAAMINA NGWESHANI East MZEE HATIBU (NDOA)
- D. That both the Vendor and the Purchaser have conducted negotiations on the sell/purchase of the Property and are agreeable to the terms herein that:

NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS: -

- 1. That the Vendor hereby agrees to sale and the Purchaser hereby agrees to buy the above stated property for a purchase price of Tshs. 90,000,000/= (say Ninety Million) only, payable in two installments as follows;
  - a) the buyer shall pay Tsh 60,000,000 upon signing of this contract agreement
  - b) the buyer shall pay the remaining amount which is 30,000,000 within 30 days from the day of first installment.
- 2. That by signing here, the Vendor acknowledges receipt of the first installment which is Tsh 60,000,000 and the remaining sum will be paid after 30 days as per clause 1b.
- 3. That after expiration of 30 days without payment of the remaining amount the seller may have a choice to find another buyer and sell the land and settle the amount paid by the buyer herein.



4. That the Vendor guarantees that the property sold is free from any encumbrances whatsoever.
5. That the Purchaser will undertake to apply and pay for all the transfer fees from the relevant authorities at his own costs.
6. That the vendor herein confirm that he is not married hence no spouse consent.
7. That the Vendor shall pay all outstanding/existing rents, rates, taxes and others levied on the property still pending to the date of execution of this agreement.
8. That after payment of the first installment the buyer will be free only to clear the plot (plot clearance) any other development shall be done after full payment of the sale agreement.
9. That this sale agreement is written in both English language and Swahili language and no language which is superior than the other.
10. That this agreement has been entered into by the parties on mutual understanding and any misunderstanding between the parties herein will be settled amicably by referring the dispute to an impartial arbitrator agreeable to both of the parties however if the arbitrator failed to reach amicable solutions each party is at liberty to resort to court of laws.

**IN WITNESS WHEREOF** both of the parties have duly executed these presents in the manner and on the day and year hereinafter appearing.

SIGNED and DELIVERED at MAFIA by  
**KILUMI NGWESHANI KILUMI** who is known/  
 identified to me by.....  
 the latter being known to me personally my presence  
 this 3 day of SEPTEMBER 2023

VENDOR






BEFORE ME,  
 Name;  
 Signature:  
 Qualification:  
 Witness,

Simon Wilson LENDI  
Notary  
Commissioner for Oaths



[Handwritten signature] [Handwritten mark]

Name; AIHUMANI KIRWANNA  
Signature: A.K  
Qualification: NDUGU



SIGNED and DELIVERED at MAFIA by  
LOQUE JOSE ANDRES and  
MAGENES OTAVIA DILETTA who is known/  
identified to me by IRIS TOSINI  
on behalf of **WABISABI LIMITED**  
the latter being known to me personally my presence  
this 3rd day of SEPTEMBER 2023

1 .....  
2 .....  
**PURCHASER**

BEFORE ME,  
Name; SIMON W. LENDIA  
Signature: [Signature]  
Qualification: COMMISSIONER FOR OATHS  
8/9/2023



Witnessed by village leaders as follows;  
Name; Hasi MWINJI MUSA  
Signature: [Signature]  
Qualification: U.V.EO KANGA



Date 03/09/2023  
Name; JUMA -IAKURU TASHUMA  
Signature: [Signature]  
Qualification: MWENYEKUJI KIJIKI  
Date 21/8/2023

3/9/2023


[Signature]  
**JOSEPH JACKSON LUNDUMA**  
**WEO-KANGA**




**ACKNOWLEDGEMENT OF FINAL PAYMENT**

This is an acknowledgement of payments made in reference to the Sale Agreement dated 3<sup>RD</sup> September 2023, between Mr. KILUMI NGWESHANI KILUMI) (Vendor) and M/S. WABISABI LIMITED (Purchaser)

By signing this agreement, the Vendor herein acknowledges receipt of Tshs. 30,000,000/= (say Thirty Million) only as the final payment for the purchase of land in Kanga village and the vendor confirm the payment of the whole amount as agreed in the sale agreement. That by signing herein the vendor declare that he received the whole amount of Tsh 90,000,000 contract price for the sold land, and he waves all his rights and surrender to the buyer WABISABI LIMITED. That moreover the buyer has full rights to develop the land without any objection from the seller from the date of signing this document.

  
.....  
**KILUMI NWESHANI KILUMI**  
(SELLER)

1.....  .....

2.....  
(BUYER on behalf (WABISABI LIMITED)



Before me:  
Name;  
Address;  
Signature;  
Qualification;

*SIMON LENDITA*  
.....  
*RPA/85 Mafia*  
.....  
*[Signature]*  
.....  
*Commissioner for Oaths*  
.....  
*6/10/2023*



This payment made in witness of the village executive officer, ward executive officer and the village chairman as follows;

Name; *HASHIF M. SMARI*  
.....  
Address; *KAMPENDAJI KI*  
.....  
Signature; *[Signature]*  
.....  
Qualification; *UENO*  
.....

Name; *JOSEPH J. LUNDUMA*  
.....  
Address; *J L P A 85*  
.....  
Signature; *[Signature]*  
.....  
*KANGA MAFTA*

Wadhifa : Uzo

Jina kamili : Joseph J. Lumuma

Anwani : KATWA

Wadhifa : Uzo

*MIENDAJI WA KATI*  
*KANGA*  
*MAETA*

Jina kamili : JUMA -/ TASHUMA

Anwani : KANGA

Wadhifa : M/KWIFI KANGA

Tarehe : 6/10/2023

*HAMISI -/AHATA KUZIGA SKUZIGA*  
*KANGA*  
*M./K/ CHANGWA*  
*6/10/2023*

*ATHUMANI KIBWAMA MUSA A.K.A*  
*KANGA*  
*6/10/2023*