

**THE LAND ACT, No. 4 OF 1999**

**SALE AGREEMENT**

**BETWEEN**

**KIPUNGUNI ENTERPRISES LIMITED**

**AND**

**MOORO MOORO RANGE LIMITED**

**CONCERNING THE SALE OF 1000 ACRES FROM FARM NUMBER 1666,  
WITH ALL DEVELOPMENTS THEREON, SITUATED IN MELELA/MSONGOZI  
VILLAGE AT MVOMERO DISTRICT – MOROGORO REGION.**

**Drawn by:**

Willington Theobard Rwabinyasi, Advocate  
Moha Attorneys & Legal Consultants,  
Mwl.Nyerere Pension House, 2<sup>nd</sup> Floor  
Wing C' Morogoro/Bibi Titi Road  
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**SALE AGREEMENT**

This **SALE AGREEMENT** is made this **17<sup>th</sup>** day of December 2022.

**BETWEEN**

**KIPUNGUNI ENTERPRISES LIMITED**, a natural person of P. O. Box 11107, Dar e Salaam - Tanzania (hereinafter called the "Vendor" which expression shall include and extend to persons deriving title under the Vendor, her successors and assigns) of one part;

**AND**

**MOORO MOORO RANGE LIMITED**, a natural person of P. O. Box 5896, Dar es Salaam, - Tanzania (hereinafter called the "**Purchaser**" which expression shall include and extend to persons deriving title under the Vendor, her successors and assigns) of the other part;

**PREAMBLE:**

- A.** The parties have subject to contract, provisionally agreed to a transaction(the sale) in which the Vendor shall sell and the Purchaser shall buy the property described hereunder at the price of **Tanzania Shillings Two Hundreds Fifty Million only(250,000,000/-)**
- B. WHEREAS** the Vendor is the legal and registered owner of **Farm No. 1666, situated at Melela/Msongozi village within Mvomero District in Morogoro region**, together with all the unexhausted improvements and other developments thereon.
- C.** That the purchased land shall be measured from farm no.1666 as identified by 1 kilometer and 800 meters from the main entrance towards the Camp to Mkata Village beside the main road to Mikumi and by 2 kilometers and 200 meters down to the Camp.
- D. AND WHEREAS** the Parties understand that the sale and transfer of the land contemplated in this Agreement is subject to government statutory approvals and consents and that the Parties will endeavor to seek and obtain all such necessary approvals and consents.

**NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS:**

**1.0 DESCRIPTION OF PROPERTY SOLD**

1.1 **ALL THAT** parcel of land of 1000 acres being portioned from **Farm No. 1666**, situated at **Melela/Msongozi Village, Mvomero District** within **Morogoro region**, and all things naturally growing on the land, buildings and other structures permanently affixed to the land.

**2.0 CONSIDERATION AND MODE OF PAYMENT**

2.1 The Purchase Price shall be **Tanzania Shillings Two Hundred Fifty Million (TZS 250,000,000/-)**. For avoidance of doubt, all consideration shall be paid into the following bank account designated by the Vendor.

2.2 The Purchaser has paid Tanzania Shillings ..... as First installment after completion of survey of a particular area bought of Farm Number 1666 situated at **Melela/Msongozi Village, Mvomero District within Morogoro region**, and all things naturally growing on the land, buildings and other structures permanently affixed to the land.

2.3 That the Tanzania shillings ..... has been paid through Control number ..... being issued by the government to the Vendor to pay land rent owed and form part of the first installment of the consideration of sale.

2.4 The Purchaser shall pay Tanzania Shillings ..... as second installment and final payment after completion of the transfer and Title processing completion and the purchased land to be in the name of the purchaser.

2.5 All the payments in the second installment, in consideration of sale shall be done through the bank account below.

**Account Name**.....

**Account Number:** .....

**Bank Name:** .....

**3.0 VENDOR'S COVENANTS**

3.1. The Vendor hereby covenants to the Purchaser as follows: -

- 3.1.1 It is understood that in the event the sale and the eventual transfers envisaged in this Sale Agreement shall fail for no fault of either the Vendor or the Purchaser, parties here-in shall relapse to the *status quo* whereas all the monies paid to the Vendor by the Purchaser in consideration of the sale shall be refunded to the Purchaser in full by the Vendor.
- 3.1.2 That the Vendor represents and warrants that she has the right, power and all necessary authority to enter into this Sale Agreement and to transfer to the Purchaser all the property sold free of all encumbrances whatsoever.
- 3.1.3 That the Vendor shall hand over vacant possession of the Property to the Purchaser upon receipt by the Vendor of the entire Purchase Price and that all risks and liability for the Property shall pass to the Purchaser upon registration of the Purchaser as registered owner.
- 3.1.4 That the Vendor shall, at the request of the Purchaser, do all acts and execute all documents for the better assurance or perfection of the Purchaser's title in the property.

**4.0 VENDOR'S REPRESENTATIONS AND WARRANTIES**

4.1 The Vendor represents and warrants as follows to the Purchaser, and acknowledges that the Purchaser is relying upon such representations and warranties in entering into this Agreement.

- 4.1.1 That she has good and marketable title to the property and that the property is and shall be free from any mortgage, charge, lien, claim or any encumbrances of any nature whatsoever and further that there is no any dispute or litigation pending or threatened before any forum or court in respect of the said land or proposed sale and transfer. And in the event of such claims, the Vendor shall indemnify the Purchaser.

- 4.1.2 All restrictions, conditions and covenants applicable to the land have been fully observed and complied with and no notice of any breach thereof have been received or is to the Vendor's knowledge likely to be received.
- 4.1.3 That the sale and transfer contemplated in this Agreement is subject to government statutory approvals of disposition.
- 4.1.5 All information given by or on behalf of the Vendor to the/ in the course of all negotiations leading to this Agreement was, when given, and remains true, complete and accurate in all respects and the Vendor is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading.
- 4.1.6 The execution of this Agreement and the Transfer Deed or the performance of its terms will not result in any breach of any agreement to which the Vendor is a party or to any court order or decree.
- 4.1.7 The Vendor acknowledges that all beacons and markers to identify the land shall be in place as Surveyed and in the event, any is found to be missing to immediately replace them.
- 4.1.8 The Vendor shall not do or omit or permit to be done any act or thing or permit the omission of any act or thing, which is intended to or may impair or have an adverse effect upon the consummation of the transactions contemplated in this Agreement on the whole or part of the purchased land.
- 4.1.9 That the Vendor shall be liable for all statutory government payment, rents and tax owed to her before the purchasing date and shall be cleared in cause of transferring the tittle in the name of the Purchaser.
- 4.2.0 The Vendor is not aware of any intended expropriation of the property or any portion of it.

**5.0 THE PURCHASER'S REPRESENTATIONS AND WARRANTIES**

5.1 The Purchaser warrants and acknowledges as follows to the Vendor, that the Purchaser is relying upon the Vendor's representations and warranties in entering into this Agreement.

**6.0 THE VENDOR'S AND PURCHASER'S COVENANTS**

6.1 The Vendor and the Purchaser hereby expressly agree that the completion of this Agreement will take place on the happening of the following events:

6.1.1 Approval is received from the Commissioner of Lands for the transfer of the Right of Occupancy and registration of the Purchaser as the registered owner of the Right of Occupancy of the Property;

6.1.2 Receipt by the Vendor of the entire purchase price;

6.1.3 Handing over of vacant possession by the Vendor to the Purchaser;

**6.2 Disbursements:-**

It is hereby agreed that the Vendor pay the capital gain tax, stamp duty and other statutory tax if any. Furthermore, it is agreed that the Purchaser shall pay for other costs, and fees, incidental to the conveyance and registration of the Purchaser as the registered owner of the Property which include statutory costs and legal fees.

It is further agreed that the Vendor shall pay all land rents accumulated and owed by the government prior the transfer hence be free from any encumbrances.

**7.0 NOTICES**

7.1 All notices, requests, consents, demands, waivers and other communications, duly given by either party, shall be in writing in the English language, and shall be sent by hand delivery, prepaid post letter or other speedier mode of communications or transmittal whether

manual or electronic including but not limited to telefax and E – mail to the addresses set forth below:

**FOR THE VENDOR:**

LUSINGU MVUNGI

P. O. Box 382,

Dar es Salaam – Tanzania,

Mobile Number: 0621-514 350

**FOR THE PURCHASER:**

MOORO MOORO RANGE LIMITED

C/o Willington Theobard Rwabinyasi,

Mwi.Nyerere Pension House, 2<sup>nd</sup> Floor,Wing C'

Morogoro/Bibi Titi Mohamed Road,

P.O. Box 5378,

Dar es Salaam – Tanzania

E-mail: mwenyekitimwenyekiti@gmail.com

**8.0 GOVERNING LAW**

8.1 All matters arising from and in connection with this Sale Agreement shall be governed and construed in accordance with the laws of the United Republic of Tanzania.

**9.0 DISPUTE RESOLUTION**

9.1 Any dispute or difference between the parties to this Agreement arising from or in connection with this agreement shall first be settled amicably by the parties, failing of which the matter shall be referred to arbitration as provided for by the Arbitration Act [Cap. 15 of R.E 2002] of the laws of the United Republic of Tanzania.

**10.0 DISCLAIMER**

10.1 The Purchaser admits that she has inspected the property and purchases it with full knowledge of its actual state and condition and purchases the property on AS IS WHERE IS basis.

**11.0 MISCELLANEOUS PROVISIONS**

- 11.1 Each Party to this Agreement undertakes to take all steps necessary for its implementation and to sign, from time to time all documents, contracts or writings and to do, or to see done, all which is considered necessary to be done in order to fulfill the object of this Agreement and in order to give full effect to its provisions.
- 11.2 The parties to this Agreement shall maintain confidentiality and shall not disclose to any third party, the subject matter, the terms and contents of this Agreement, except by mutual consent in writing or to the extent required by law.
- 11.3 This Agreement constitutes the entire contract between the parties with regard to the matters dealt with in this Agreement and no representation; terms or warranties not contained herein shall be binding on the parties.
- 11.4 No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced in writing and signed by or on behalf of the parties.
- 11.5 Except in the case of express waiver, the fact that one Party does not exercise all or any part of its rights, which are conferred upon it by this Agreement, shall not constitute in any event the waiver, or abandonment of the rights not exercised.
- 11.6 In case any one or more of the provisions contained in this Agreement shall for any reason be held to be void, voidable, invalid, illegal or otherwise unenforceable, or indications to that effect are received by either of the parties from any competent authority, the parties shall use their best efforts to achieve the purpose and intention of the relevant provision by amending this Agreement by adding a new legally valid and enforceable provision and the said invalid, illegal and unenforceable provision shall be deemed never to have been contained herein.
- 11.7 This Agreement has been executed in Four (4) identical originals, all of which shall constitute one instrument

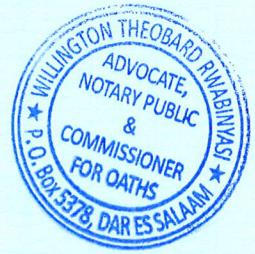
IN WITNESS HEREOF, the Parties hereto have executed Four (4) identical originals of this Sale Agreement on the date and year first herein above written in the following manner:-

SIGNED and DELIVERED by the said DR. LUBERO B. MUYI at Dar es Salaam who is known to me personally/identified to me by ..... the latter known to me personally in my presence this 17<sup>th</sup> day December 2022

[Signature]  
1<sup>ST</sup> VENDOR

BEFORE ME:

Name Willington Theobard Rwabinyasi  
Signature [Signature]  
Date 17<sup>th</sup> December 2022  
Qualification: COMMISSIONER FOR OATHS

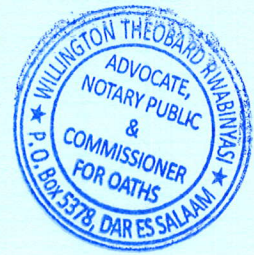


SIGNED and DELIVERED by the said [Signature] at Dar es Salaam who is known to me personally/identified to me by ..... the latter known to me personally in my presence this 17<sup>th</sup> day December 2022.

[Signature]  
2<sup>ND</sup> VENDOR

BEFORE ME:

Name Willington Theobard Rwabinyasi  
Date 17<sup>th</sup> December 2022  
Signature [Signature]  
Qualification: COMMISSIONER FOR OATHS




SIGNED and DELIVERED by the said LUSINGU S MVUMBI at Dar es Salaam who is known to me personally/identified to me by ..... the latter known to me

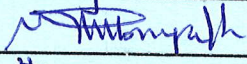
[Signature]

Vendor's Initials.....

Purchaser's Initials [Signature]

personally in my presence this 17<sup>th</sup> Day **December 2022**. **3<sup>RD</sup> VENDOR** 


**BEFORE ME:**

Name Willington Theobard Rwabinyasi  
Signature   
Date 17<sup>th</sup> December 2022  
Qualification: **COMMISSIONER FOR OATHS**

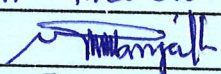


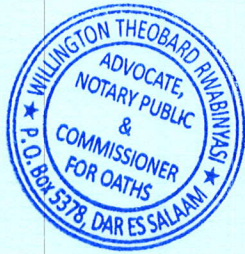
**SEALED and DELIVERED with COMMON SEAL** by the said DMAR WARSAME NOOR at Dar es Salaam who is known to me personally/~~identified to me by~~ ..... the latter known to me personally in my presence this 17<sup>th</sup> day December 2022


**PURCHASER**

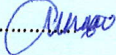
Full name: Omar Warsame Noor  
Signature:   
Date : 17-12-2022  
Designation : MD

**BEFORE ME:**

Name Willington Theobard Rwabinyasi  
Signature   
Date 17<sup>th</sup> December 2022  
Qualification: **COMMISSIONER FOR OATHS**



Vendor's Initials..........

Purchaser's Initials ..........