

THE LAND ACT NO. 4 OF 1999

SALE AGREEMENT

BETWEEN

SAMUEL BARNABA KISSIRI,
P.O.BOX 1083,
ARUSHA.

AND

KENYON INVESTMENT LIMITED,
P.O.BOX 86,
ARUSHA.

Drawn By:
L&L Attorneys at law
Nssf Mafao House, 67h Floor
P.O. Box 86
Arusha-Tanzania.

SALE AGREEMENT

This **SALE AGREEMENT** is made this 11th day of **October, 2023**.

BETWEEN

SAMUEL BARNABA KISSIRI a natural person of Postal Office Box Number 1083, Arusha–Tanzania, hereinafter referred to as the “**VENDOR**” (whose expression shall include and extend to persons deriving title under the Vendor, his successors and assigns) of the one part;

AND

KENYON INVESTMENT LIMITED, a body corporate registered under the laws of Tanzania namely the Companies Act Cap 212, of Postal Office Box Number 989, Arusha – Tanzania, hereinafter referred to as the “**PURCHASER**” (whose expression shall include and extend to persons deriving title under the Purchaser, his successors and assigns) of the other part;

PREAMBLE

WHEREAS: -

- A. The Vendor as a Legal owner of all that land located at **Likamba Village, Olomishira, Arusha District, Arusha Region** measuring **Fourteen (14) Acres**. The land’s boundaries are as follows: -
 - North - Kitiya Tarakwa
 - South - Road
 - East - Paulo Meidimi
 - West - Meisho Mei’garai

- B. The Purchaser is desirous and willing to purchase the said premises at an agreed consideration and upon the terms and conditions hereinafter set forth.

NOW THIS SALE AGREEMENT WITNESSETH AS FOLLOWS: -

ARTICLE 1

1.0 DEFINITIONS

1.1 In this Sale Agreement unless the context otherwise provides: -

- A. “Agreement” means this Sale Agreement between the Vendor and the Purchaser leading to the transfer of ownership of all that land located at **Likamba Village, Olomishira, Arusha District, Arusha Region** measuring **Fourteen (14) Acres**. The land’s boundaries are as follows: -
 - North - Kitiya Tarakwa
 - South - Road
 - East - Paulo Meidimi
 - West - Meisho Mei’garai

Vendor’s Signature.....

1

Purchaser’s Signature.....

- “Parties” mean the signatories to this Agreement;
- “Purchase Price” means the amount of **Tanzania Shillings Eighty Four Million only (Tshs 84,000,000/=)** payable to the Vendor by the Purchaser as consideration for the purchase of the piece of land.
- “Tshs.” means Tanzanian Shillings.
- “LAND” Means any fixture, building or house plants and natural vegetations attached permanently on the face by earth.
- 1.2 References to the singular include, when the context so admits, references to the plural and vice versa.
- 1.3 Words importing the masculine gender shall include the feminine gender and vice-versa and words importing persons shall include companies.
- 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.

ARTICLE 2

2.0 LAND EARMARKED FOR SALE

- A. The land to be sold to the Purchaser is all that land land located at **Likamba Village, Olomishira, Arusha District, Arusha Region** measuring **Fourteen (14) Acres**. The land’s boundaries are as follows: -
- North - Kitiya Tarakwa
 South - Road
 East - Paulo Meidimi
 West - Meisho Mei’garai

ARTICLE 3

3.0 CONSIDERATION AND MODE OF PAYMENT

- 3.1 Parties to this agreement have mutually agreed that the Purchase price of the said land shall be **Tanzania Shillings Eighty Four Million only (Tshs 84,000,000/=)** which shall be payable to the vendor upon execution of this agreement.
- 3.2 Therefore, in consideration of the Purchaser paying the agreed amount at the signing of this agreement to the Vendor, the Vendor shall transfer the title and ownership of the said piece of land described hereinabove together with all the improvements and developments erected and being thereon, free from any encumbrances.

ARTICLE 4

4.0 THE VENDOR’S COVENANTS

Vendor’s Signature.....


2
 Purchaser’s Signature.....


- 4.1 The Vendor hereby covenants to the Purchaser as follows:
 - 4.1.1 That, the land which he is selling to the Purchaser is his land, and there is no dispute over the ownership of the said piece of land which is pending against the Vendor, however, if the dispute will/might arise following the sale of this land to the Purchaser then the Vendor agrees to settle the dispute without jeopardizing Purchaser's rights of ownership under this agreement, save that the said dispute should only relate with the rights of the Vendor which existed over the land before signing of this agreement.
 - 4.1.2 That, the Vendor agrees at all material time to hold the Purchaser free from any liabilities that existed prior the signing of this agreement and further agrees to indemnify the Purchaser against any loss that he may encounter as a result of this agreement including refund of the purchase price with interest at commercial bank's rate.

ARTICLE 5

5.0 THE VENDOR WARRANTIES

- 5.1 The Vendor hereby warrants to the Purchaser as follows:
 - 5.1.1 The Vendor have a good marketable title to the property and that the Property is not subject to any mortgage, charge, lien, lease or other encumbrance of any nature whatsoever.
 - 5.1.2 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 knowledge likely to be received;
 - 5.1.3 All information given by or on behalf of the Vendor to the Purchaser in the course of negotiations leading to this Agreement was when given and remains true complete and accurate in all respect and the Vendor are not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading;
 - 5.1.4 The execution or completion of this agreement or performance of its terms will not result in any breach of any agreement to which the Vendor are a party or of any Court order;
 - 5.1.5 The Vendor, guarantee that there is no encroachment by the property onto any neighboring property and he further assure the Purchaser that, there is no easement or servitude rights which have been created over the property to any one;
 - 5.1.6 The Vendor guarantee any intended expropriation of the property or any portion of it;
 - 5.1.7 The Vendor shall hand over vacant possession of the property to the Purchaser after signing this agreement. Risk and profit shall pass to the Purchaser upon handing over of vacant possession of the property by the Vendor.

Vendor's Signature.....

Purchaser's Signature.....

ARTICLE 6

6.0 THE VENDOR'S AND PURCHASER'S COVENANTS

- 6.1 The Vendor and the Purchaser hereby expressly agree that completion of this Agreement will take place on the happening of the following events:
 - 6.1.1 Registration of the Purchaser as the registered owner of the said piece of land in the name of the Purchaser.
 - 6.1.2 This Agreement of Sale 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.
 - 6.1.3 No agreement varying, adding to, deleting from or canceling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.
 - 6.1.4 That, upon receiving the consideration of purchase price the Vendor shall cause the original Purchase Documents to be placed under the custody of the Purchaser involved in this transaction, so that the said property can be registered in the name of the Purchaser.

ARTICLE 7

7.0 NOTICE

- 7.1 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 delivery in the manner generally acceptable for that specific mode of transmittal.

ARTICLE 8

8.0 DISPUTE CLAUSE

- 8.1 Any dispute arising from or in connection with this Agreement shall be settled amicably between the Parties, failing which the matter will be referred to Arbitration as provided for by the Arbitration Act or in any other Arbitration mode as agreed by the parties. The forum is Arusha unless parties agree otherwise.

ARTICLE 9

9.0 MISCELLANEOUS PROVISIONS

Vendor's Signature.....

Purchaser's Signature.....

BEFORE ME; -

NAME; FAISAL SAMSON RUKAKA

SIGNATURE

OCCUPATION ADVOCATE/ COMMISSIONER FOR OATHS



MBWENI MALINDI AUTHORITY: -

Jina: Mwagwaga Mshale
Wadhifa: Laigwanani / mzee wa Boma

Saini [Signature]



Jina: MALIBRI ANDREW
Wadhifa: Mwenyekiti wa Boma

Saini [Signature]



Jina: ISRAEL L. LONINGO
Wadhifa: AMTENBAJI

Saini [Signature]

**UMBA MENDAGI WA KIJU
KIJUJI GHA MAMBA**

JINA — LOMATAN MESHURIE
WADHIFA MWENYEKITI WA KISIJI

SAINI [Signature]
**MWENYEKITI WA KIJU
KIJUJI GHA MAMBA
SA44.....**

Vendor's Signature [Signature]

Purchaser's Signature [Signature]