

**SALE AGREEMENT**

**THIS AGREEMENT** is made at Dar es Salaam this ... 26<sup>th</sup> ... Day of ... OCTOBER ...  
... 2022

**BETWEEN**

**APRONIA ADRIAN KITIM**, a natural person living and working for gain within the city of Dar es Salaam with the postal address 9203 (hereinafter referred to as the **SELLER**)

**AND**

**ASIALILAC APPAREL (TANZANIA) COMPANY LIMITED**, a limited company duly incorporated in the United Republic of Tanzania with the incorporation number 156302767 with the postal address 12112 Dar es Salaam (hereinafter referred to as the **PURCHASER**)

**WHEREAS** the **SELLER** is the lawful owner of the Lands and all the properties developed in the land located at Ubungo, Mabibo south at Ubungo municipality within the city of Dar es Salaam with the total of Sq.m 1521. Located in plot 1377 block b with CT 167115

**WHEREAS** the **SELLER** with free consent accepted to sell above lands to the purchaser

**AND WHEREAS** the parties hereto under their own knowledge and consent have voluntarily discussed and agreed as follows

**THIS AGREEMENT WITNESS AS FOLLOWS**

1. That the seller agrees to sell the and the purchaser agrees to take the possession and owner ship of the land in total.
2. That the seller has assured the Purchaser that the lands mentioned are free from encumbrance and that there is no pending or existing disputes as to the ownerships and that the land is not in Mortgaged
3. That all the documents related to the above mentioned lands are part and parcel of this Agreement.

4. That if it appears there is dispute over the lands the seller shall be responsible to the resolve the dispute at his own cost
5. That the Purchasing price of the total area is the sum of **TANZANIAN SHILLING SEVENTY FIVE MILLION (75,000,000/=)**
6. That the Purchaser have agreed to pay all the above sum mentioned in Paragraph 5
7. That after the seller received the amount mentioned in Paragraph 5 shall surrender to the purchaser all the original documents related to the above mentioned lands.
8. That the seller will collaborate once need at the process of the transfer of the rights of occupancy to the Purchaser.
9. That the Purchaser will be responsible with all the cost of transfer of the right of occupancy of the above mentioned land
10. That after the execution of this agreement the seller nor his heirs, agents will have no right as to the ownership of the lands
11. That I the event of dispute among the parties to which it can not be resolved amicably the Laws of the United Republic shall come into force.

**IN WITNESS HERETO** the parties hereto have read and understand and signified their acceptance to be bound by the terms and conditions of this agreement by appending their names and signatures in the manner appearing hereunder.

**SELLER**

NAME APRONIA ADRIAN KITIM ..

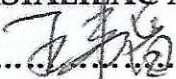
SIGNED A. Adrian ..

DATE 26/10/2022 ..

PURCHASER

NAME ..... WANG TAO .....

(For and on behalf of ASIALILAC APPAREL (TANZANIA) COMPANY LIMITED)

SIGNED .....  .....

DATE ..... 26/10/2022 .....



WITNESSED TO.

NAME: FAIZ ADAM  .....

SIGN:  .....



TITLE: ADVOCATE

**SPOUSE CONSENT**

I, **KASSIAN GABRIEL CHIMANGI** an adult, Christian and resident of Dar es Salaam, do hereby swear and State as follows:-

1. That I am lawfully married to **APRONIA ADRIAN KITIM**
2. That during the subsistence of our marriage we have managed to acquire a landed property situate at Ubungo area ,mabibo south on Plot No. 1377 a, Block b, Area, Ubungo Municipality Dar es Salaam which is registered under Certificate of Title No. 167115 which solely is registered under my wife's name that is **APRONIA ADRIAN KITIM**
3. That I am fully aware that my wife Mr. **APRONIA ADRIAN KITIM** has entered into a transaction whereby the aforesaid property would be disposed to **ASIALILAC APPAREL (TANZANIA) COMPANY LIMITED**
4. That I have no objection to have that transaction effected or being carried out and I will have no claims, objections, caveat or whatsoever of the like.
5. That I have made this declaration fully aware of the provisions of Section 59 (1) of the Law of Marriage Act and Sections 112 and 114 of the Land Act, No. 4 of 1999 as amended.
6. All what is stated above is true to the best of my own knowledge.

Swear at Dar es Salaam by the said

**KASSIAN GABRIEL CHIMANGI** who is identified to me



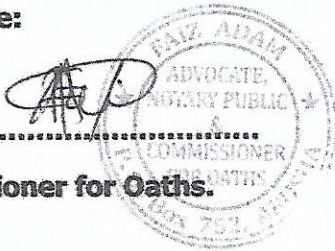
Personally/identified to me by.....

**KASSIAN GABRIEL CHIMANGI**

the latter being known to me personally this.....

day of .....2022

Before me:



.....  
**Commissioner for Oaths.**

TITLE No. 167115  
REGISTERED 08-09-2017  
AT 01:26 PM  
REGISTRAR OF TITLES

TANZANIA STAMP DUTY ACT.  
Stamp 100/=  
Land-Form No. 22/1d  
Receipt No. 15468207  
of 17-04-2017  
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA  
TANZANIA STAMP DUTY ACT

THE LAND ACT, 1999  
(NO. 4 OF 1999)

Stamp Duty Shs: 4020/=  
On Original Receipt Shs: 15408  
of 17-04-2017  
Stamp Duty Officer

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 167115  
L. O. No. 529207.  
L. D. No. 348495.

The 31<sup>st</sup> day of August Two thousand and Seventeen.

THIS IS TO CERTIFY that APRONIA ADRIAN KITIM of P.O. Box 2090, 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 ninety nine years from the first day of January, two thousand and seventeen according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefore or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of Jun, 2017; shall hereafter pay rent of shillings forty thousand three hundred six and fifty cents (40,306.50/=) 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.



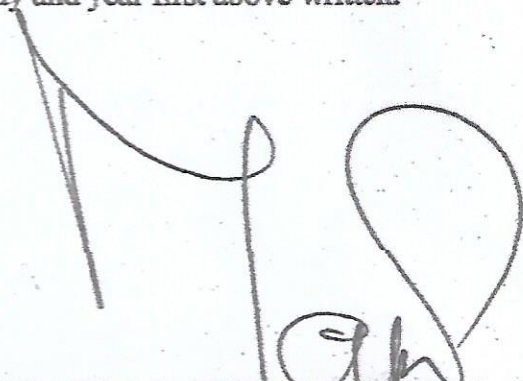
- (ii) Do everything necessary to preserve the environment and protect the soil and prevent soil erosion on the land and do all things which may be required by the authorities responsible for environment and to achieve such objective.
- (iii) Building shall be in permanent materials.
- (iv) Building plans to be submitted to the Kinondoni Municipal Council within six months from the commencement of the Right.
- (v) Building construction to begin within six months after approval of the plans.
- (vi) Building to be completed within thirty six months from the day of commencement of the Right.

3. **USER:** The land shall be used for Residential purposes only. Use Group 'A' use classes (a) and (d) as defined in the Town and Country Planning (Use Classes) Regulations, 1960 as amended in 1993.
4. The Occupier shall not assign the Right within three years of the date hereof without the prior approval of the Commissioner.
5. The Occupier shall deliver to the Commissioner notification of disposition in prescribed form before or at the time the disposition is carried out together with the payment of all premia, taxes and dues prescribed in connection with that disposition.
6. The President may revoke the right for good cause and in public interest.

**SCHEDULE**

ALL that Land known as Plot No. 1377 Block 'B' situated at Ubungo South in Kinondoni Municipality containing one thousand five hundred twenty one (1521) square metres shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 88347 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

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



**ASSISTANT COMMISSIONER FOR LANDS**

I, the within named **APRONIA ADRIAN KITIM** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

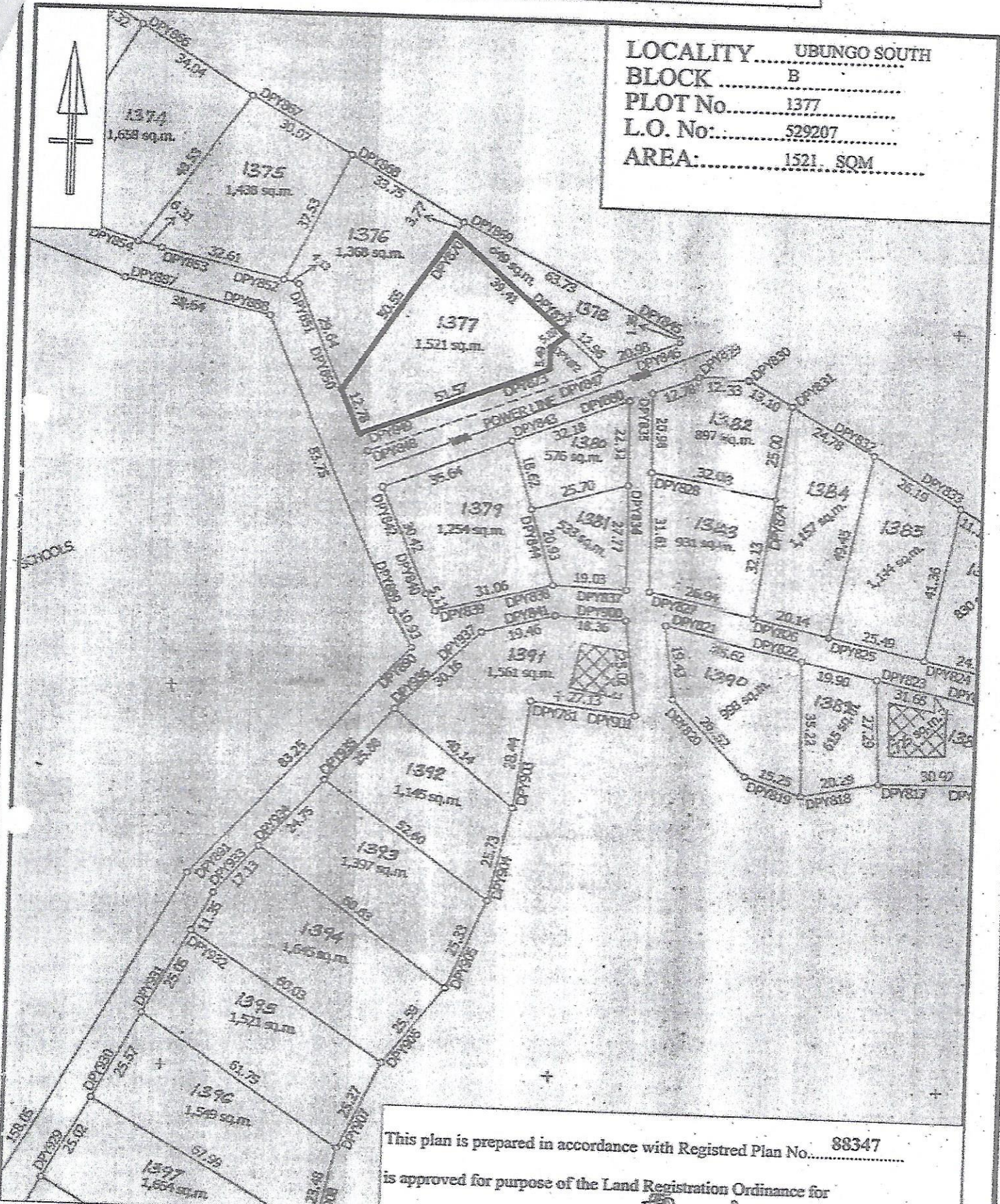
SIGNED and DELIVERED by the said )  
APRONIA ADRIAN KITIM )  
who is known to me personally/identified to me )  
by KASIMAN GABRIEL CHIMAGI )  
the latter being known to me personally in my )  
presence this 02 day of AUGUST.....2017.)

A. Adrian

Witness's )  
Signature: [Signature] )  
Postal Address: P.O. Box 60050 )  
DAR ES SALAAM )  
Qualification: ADVOCATE )

# DAR ES SALAAM CITY

LOCALITY..... UBUNGO SOUTH  
 BLOCK..... B  
 PLOT No..... 1377  
 L.O. No..... 529207  
 AREA..... 1521 SQM



The issue of this plan implies no guarantee or admission of title by the government

This plan is prepared in accordance with Registered Plan No. 88347  
 is approved for purpose of the Land Registration Ordinance for  
 Director of Surveys and Mapping. *[Signature]* Date 22/06/2017  
 Ministry of Land, Housing and Human Settlements Development, Dar es Salaam

**SALE AGREEMENT**

**THIS AGREEMENT** is made at Dar es Salaam this <sup>th</sup> 26<sup>th</sup> Day of OCTOBER ...  
... 2022

**BETWEEN**

**KASSIAN GABRIEL CHIMANGI**, a natural person living and working for gain within the city of Dar es Salaam with the postal address 9203 (hereinafter referred to as the **SELLER**)

**AND**

**ASIALILAC APPAREL (TANZANIA) COMPANY LIMITED**, a limited company duly incorporated in the United Republic of Tanzania with the incorporation number 156302767 with the postal address 12112 Dar es Salaam (hereinafter referred to as the **PURCHASER**)

**WHEREAS** the **SELLER** is the lawful owner of the Lands and all the properties developed in the land located at Ubungo, Mabibo south at Ubungo municipality within the city of Dar es Salaam with the total of Sq.m 1368. Located in plot 1376 block b with CT number 168671

**WHEREAS** the **SELLER** with free consent accepted to sell above lands to the purchaser  
**AND WHEREAS** the parties hereto under their own knowledge and consent have voluntarily discussed and agreed as follows

**THIS AGREEMENT WITNESS AS FOLLOWS**

1. That the seller agrees to sell the and the purchaser agrees to take the possession and owner ship of the land in total.
2. That the seller has assured the Purchaser that the lands mentioned are free from encumbrance and that there is no pending or existing disputes as to the ownerships and that the land is not in Mortgaged
3. That all the documents related to the above mentioned lands are part and parcel of this Agreement.

4. That if it appears there is dispute over the lands the seller shall be responsible to the resolve the dispute at his own cost
5. That the Purchasing price of the total area is the sum of **TANZANIAN SHILLING SEVENTY FIVE MILLION (75,000,000/=)**
6. That the Purchaser have agreed to pay all the above sum mentioned in Paragraph 5
7. That after the seller received the amount mentioned in Paragraph 5 shall surrender to the purchaser all the original documents related to the above mentioned lands.
8. That the seller will collaborate once need at the process of the transfer of the rights of occupancy to the Purchaser.
9. That the Purchaser will be responsible with all the cost of transfer of the right of occupancy of the above mentioned land
10. That after the execution of this agreement the seller nor his heirs, agents will have no right as to the ownership of the lands
11. That I the event of dispute among the parties to which it can not be resolved amicably the Laws of the United Republic shall come into force.

**IN WITNESS HERETO** the parties hereto have read and understand and signified their acceptance to be bound by the terms and conditions of this agreement by appending their names and signatures in the manner appearing hereunder.

**SELLER**

NAME ..... *KASSIAN GABRIEL CHIMAGI* .....

SIGNED ..... *[Signature]* .....

DATE .....

**PURCHASER**

NAME ..... WANG TAO .....

( For and on behalf of ASIALLILAC APPAREL (TANZANIA) COMPANY LIMITED)

SIGNED ..... [Signature] .....

DATE ..... 26<sup>th</sup> / 10 / Sep 2022 .....



**WITNESSED TO.**

NAME: ..... FAIZ ADAM .....

SIGN: ..... [Signature] .....



**TITLE: ADVOCATE**

TITLE No. 168671  
REGISTERED 02-11-2017  
AT 1:00 PM  
LAND REGISTRY  
TANGANYIKA  
Asst. Registrar of Titles

TANGANYIKA STAMP DUTY ACT.  
Land Form No. 22  
Stamp Duty Shs: 100/- Paid  
receipt No: 15409667  
of: 5-5-2017  
Stamp Duty Officer

THE UNITED REPUBLIC OF TANZANIA

THE LAND ACT, 1999  
(NO. 4 OF 1999)

TANGANYIKA STAMP DUTY ACT  
Stamp Duty Shs: 100/- Paid  
On Original Receipt Shs: 15409667  
of: 5-5-2017  
Stamp Duty Officer

CERTIFICATE OF OCCUPANCY

(Under Section 29)

Title No. 168671  
L. O. No. 529326.  
L. D. No. 348468.

The 20<sup>th</sup> day of October Two thousand and Seventeen.

THIS IS TO CERTIFY that KASSIAN GABRIEL CHIMAGI of P.O. Box 9203, 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 **ninety nine** years from the first day of **January, two thousand and seventeen** according to the true intent and meaning of the Land Act and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefore or amendment thereof and to the following special conditions:-

1. The Occupier having paid rent up to the thirtieth day of June, 2017; shall hereafter pay rent of shillings **thirty six thousand two hundred fifty two (36,252/=)** 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.

SCHEDULE

ALL that Land known as Plot No. 1376 Block 'B' situated at Ubungo South in Ubungo Municipality containing one thousand three hundred sixty eight (1368) square metres shown for identification only edged black on the plan attached to this Certificate and defined on the registered Survey Plan Numbered 88347 deposited at the Office of the Director for Surveys and Mapping at Dar es Salaam.

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

ASSISTANT COMMISSIONER FOR LANDS

I, the within named **KASSIAN GABRIEL CHIMAGI** hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

SIGNED and DELIVERED by the said  
KASSIAN GABRIEL CHIMAGI  
who is known to me personally/identified to me  
by.....

the latter being known to me personally in my  
presence this .05.....day of .SEPTEMBER.....2017.)

Witness's  
Signature.....

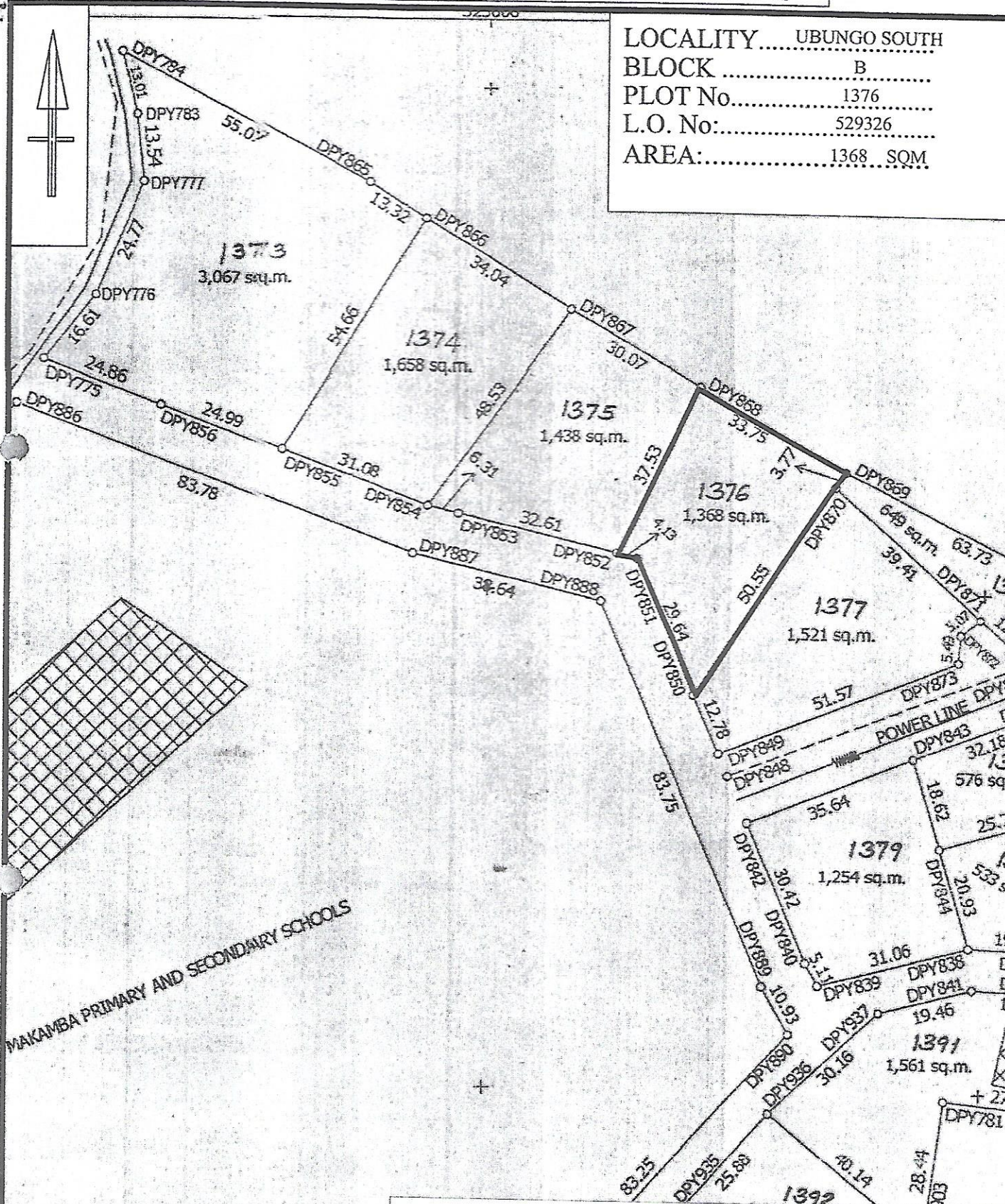
Postal Address:.....P.O. Box 60050.....

.....DAR ES SALAAM.....

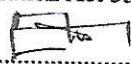
Qualification:.....ADVOCATE.....

# DAR ES SALAAM CITY

LOCALITY..... UBUNGO SOUTH  
 BLOCK..... B  
 PLOT No..... 1376  
 L.O. No:..... 529326  
 AREA:..... 1368 SQM



MAKAMBA PRIMARY AND SECONDARY SCHOOLS

This plan is prepared in accordance with Registered Plan No..... 88347  
 It is approved for purpose of the Land Registration Act 334  
 For Director of Surveys and Mapping.....  Date 19/09/2017  
 Ministry of Lands, Housing and Human Settlements Development, Dodoma

The issue of this plan implies no guarantee or admission of title by the government