

# **SALE AGREEMENT**

**BETWEEN**

**AYOUB KHAMIS HAMAD  
(VENDOR)**

**AND**

**TAJ FOOD AFRICA COMPANY LTD  
(PURCHASER)**

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**FOR THE SALE OF LAND PLOT NO. 92, AMANI GOMVU AREA,  
KIGAMBONI MUNICIPAL COUNCIL DAR ES SALAAM.**  
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## SALE AGREEMENT

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This Agreement is made at Dar Es Salaam this <sup>16<sup>th</sup></sup> Day of <sup>March</sup>.....2023.

### BETWEEN

**AYOUB KHAMIS HAMAD** a natural person, adult, Muslim and resident of Dar Es Salaam of P.O BOX 36136, DAR ES SALAAM (hereinafter referred to as the “Vendor”) of the one part.

### AND

**TAJ FOOD AFRICA COMPANY LTD** a Legal person, company dully registered under the Companies Act Cap 212 of the Laws of Tanzania with Registration No. of 6<sup>th</sup> February, 2023 with Extract form the Registrar No. 163025167, with Tax Identification No. 163-025-167 686 – 199 (hereinafter referred to as the “Purchaser”) of the one part.

**WHEREAS**, the Vendor is the legal and lawful owner of the landed property (hereinafter referred to as “The property”) further described under clause one (1) of this Agreement.

**AND WHEREAS**, the Vendor is desirous of selling and the Purchaser is desirous of buying the said property in accordance with the terms and conditions herein under;

**NOW THIS AGREEMENT WITNESSETH** as follows:

**1. DESCRIPTION OF THE PROPERTY**

- a) The property which is subject matter of the sale is plain bare land, forming part of plot No.92, situated at Amani Gomvi area within Kigamboni Municipal, Dar Es Salaam and as more described in the total area of 9852.774 square meters shown on the property plan for identification.
- b) That the property includes and shall convey with the interest being conveyed all rights, belonging to the land or the interest being conveyed or usually held or enjoyed with the land.
- c) The property is believed and shall be taken to be correctly described. No error, omission or improper description shall invalidate this contract but if any error, omission or improper description shall be discovered whether before or after completion of the purchase, the same shall be subject of compensation to be paid by the party at the fault or who shall have made an error or omission or improper description.

**2. CONSIDERATION**

- a) The said property sold at a consideration of TSH one hundred and eighty Million only (TSH 180,000,000/=) (hereinafter referred to as "Purchase Money").
- b) The purchase money will be paid on one installment to the seller, and will be paid immediately upon signing of this agreement and surrender

of Title Deed and transfer of documents which will enable the transaction Advocate to process the disposition effective.

- c) The purchase money shall be deposited to **AYOUB KHAMIS HAMAD, CRDB Bank Account No.0152416465700 .**

### **3. TERMS AND CONDITIONS**

The occupier (Purchaser) shall;

- a) Be responsible for protection of all beacons on the land throughout the term of the right, missing beacons will have to be reestablished at any time at the occupier expenses assessed by Director Survey and Mapping.
- b) Preserve environment and protect soil erosion.
- c) Consult Urban Planning Authority before erect on the land building in permanent materials and submit plans for buildings.
- d) Begin Building on the land in accordance with such plan and specifications.
- e) Not subdivided the land or assign the rights within three years of the date thereof without approval by the Commissioner.
- f) The President may revoke the right for good cause or for public interest.

### **4. APPROVAL AND REGISTRATION OF TRANSFER**

- a) The parties here to agree that they shall simultaneously with the execution of this Agreement execute a deed of transfer for the property by the Vendor to the Purchaser and shall use their best endeavor to seek and obtain or



cause to be sought and obtained consent from the Commissioner for Land duly authorized in that behalf to this transfer.

- b) Stamp duty fees, and registration fees payable on the transfer and registration of the property in the Purchaser's name shall be for the account to the vendor.
- c) The Purchaser shall accept transfer of the landed property subject to all conditions and servitudes benefiting or burdening the developed property.

## **5. POSSESSION**

The Purchaser shall be entitled to possession of the property after the payment of the whole of the purchase money.

## **6. WARRANTIES AND REPRESENTATIONS**

- a) The property is free from any encumbrance whatsoever.
- b) The Vendor warrants and represents that he shall do all acts necessary to ensure that consent of the Commissioner for Land is obtained for the purposes of transfer and should such consent be refused, he shall forthwith refund any money that shall have been disbursed.
- c) The Vendor warrants and representations that until the date of completion and delivery of vacant and peaceful possession of the property to the buyer, he shall pay all rates, taxes, assessment and other outgoing.
- d) The Purchaser warrant to bear and pay the costs of stamp duty consent fees to preparation and completion of this Agreement.

**7. BREACHES**

If the Purchaser fails to comply with any provision of this agreement the seller will be entitled to notify the buyer within 7 days and if Purchaser fails to follow requirement, further legal action will be taken up on him.

**8. DISPUTE RESOLUTION**

- a) Any disputed arises in connection with the Agreement shall be referred to arbitration.
- b) Upon failure of arbitration the matter shall be forwarded to the Court of Law.
- c) This Agreement shall be governed by the laws of United Republic of Tanzania.

**IN WITNESS WHEREOF**, the parties hereto have duly executed these presents in the manner and on the date hereinafter appearing.

**SIGNED and DELIVERED** by the said  
**AYOUB KHAMIS HAMAD** who is known to me  
 personally/identified to me by .....  
 ..... the latter being known to me  
 This ...16<sup>th</sup>...day of ...March...2023.

*[Handwritten Signature]*  
 .....  
**VENDOR**



**WITNESS**

**NAME**..... ROSE BOSCO MLIGO  
**SIGNATURE** ..... *[Handwritten Signature]*  
**DATE**..... 16<sup>th</sup> March 2023



*[Handwritten mark]*

**BEFORE ME:-**

**NAME: ROSE BOSCO MLIGO**

**SIGNATURE:.....**

**QUALIFICATION: ADVOCATE/ NOTARY PUBLIC**

SIGNED with the COMMON SEAL

of the TAJ FOOD AFRICA COMPANY LTD

and DELIVERED in our Presence this .....

day of.....2023

**SIGNED BY**

NAME: HASAN SAMMAN

SIGNATURE: [Signature]

QUALIFICATION:.....

**SIGNED BY**

NAME: MAHMOUD A.C.D.B.O.C.

SIGNATURE: [Signature]

QUALIFICATION:.....