

LAND SALE AGREEMENT

BETWEEN

JANUARIUS OTTO MKINGA ("THE VENDORS")

AND

RO-KAR GLOBAL LIMITED ("THE PURCHASER")

PREPARED BY:

ELAY EDWARD NYAMOGA, ESQ
"MWALIMU ADVOCATES"
1ST FLOOR, MKULIMA HOUSE
MABIBO HOSTEL UBUNGO
P.O.BOX 21525, DAR ES SALAAM
TEL. **0754 222 585/0652126 776**
email: elaynyamoga@gmail.com

LAND SALE AGREEMENT

This Agreement is entered into this 2nd Day of Nov 2022 ("Effective Date")

BETWEEN

JANUARIUS OTTO MKINGA of P.O.BOX 9184 Dar es Salaam the Rightful owner of land under sale (hereinafter referred to as the "VENDOR") which expression where the context so admits shall include his assignee and successors in the title of the one part)

AND

RO-KAR GLOBAL LIMITED RO-KAR GLOBAL LIMITED of P.O.BOX 3842 Dar Es Salaam (hereinafter referred to as the "PURCHASER") which expression where the context so admits includes its assigns and successors in title of the other part).

WHEREAS:

- A. That the Vendor is the lawful owner of the Right of Occupancy of 8,000 SQUARE FEET with TITLE NO.186234/46, PLOT NO 924, and Msasani Peninsula, Dar es Salaam
- B. The Vendor is desirous of selling to the Purchaser and the Purchaser is desirous of buying from the Vendor at a Consideration of United states Dollar Four Hundred Thousand (USD, 400,000) of which the Purchaser has agreed to pay in Two Installments as follows; (i) that the Purchaser Shall pay Twenty Five Percent (25%) of the Selling Price at the date of execution of this agreement (ii) The balance remaining may be paid after the transfer at Municipal level.
- C. The Purchaser is so desirous to pay 25% of USD 400,000 at the First Installment at the execution date and 75% may be paid after the Purchaser obtains approval from the respective Municipal.

D. NOW, THIS AGREEMENT WITNESSES AS FOLLOWS:

1. The Vendor is selling, and the Purchaser is buying the land and hereby declare that the area is free from any encumbrance, lien, or third-party notice.
2. That the Vendor hereby agrees to Sell and the Purchaser hereby agrees to purchase the above-mentioned property situate at Msasani Peninsula, Dar es Salaam of 8,000 SQUARE FEET with TITLE NO.186234/46, PLOT NO 924,

3. That, the Vendor shall deliver and surrender the original documents to the Purchaser upon satisfaction that the purchaser has paid the first installment of the amount of consideration agreed herein. Where it has been agreed herein that the Vendors shall nominate the bank account to be used by the purchaser.
4. The Vendors shall obtain the necessary clearances and consents. The Vendors shall also clear all outstanding liabilities in respect of water, electricity, telephone, and other bills concerning the Property before the Completion Date.
5. Rates and Land Rent up to the date of completion shall be paid by the Vendors and thereafter by the Purchaser and if necessary, the same shall be apportioned accordingly.
6. The Parties hereto agree that they shall simultaneously with the execution of this Agreement execute a Deed of Transfer for the conveyance of the Property by the Vendors to the Purchaser and shall use their best endeavors to seek and obtain or cause to be sought and obtained consent from the Commissioner for House as described or other officers duly authorized in that behalf to this disposition if any.
7. **TAXES, FEES, AND OTHER LEVIES:** It has been agreed by both parties that the taxes including Capital gain taxes, registration fees, and other levies shall be paid by the purchaser save for the land rent which shall be paid by the Vendors r fees including legal fees shall be paid by the Purchaser save for the land rent for which the Vendor shall be responsible.
8. The Purchaser reserve the right of making such requisitions and objections as may arise on the examination of documents about this Agreement or as may be revealed by the usual searches and inquiries.
9. That this agreement and rights, duties, and obligations of parties set forth herein shall be settled and determined by the laws of the United Republic of Tanzania.
10. For the avoidance of doubt the Vendors shall surrender all original documents to the Purchaser just after payment of the first installment so that the original documents can help the Purchaser considering that it is a foreign company that acquisition of land.
11. When the transfer to the Purchaser is refused because of the reasons emanating from the Vendor, the Purchaser shall be refunded all of the money paid.

IN WITNESS THEREOF the parties have set their hands to this Agreement in the manner and on the day and year hereinafter appearing.

SIGNED and DELIVERED by said

JANUARIUS OTTO MKINGA

who is known to me personally

this 26th day of NOVEMBER 2022

BEFORE ME:

Name: ELAY EDWARD NYAMOGA

Signature: [Signature]

Address: BOX 21525 DAR ES SALAAM

Designation: AVOCATE



[Signature]
VENDOR

SIGNED with the COMMON SEAL of the said

RO-KAR GLOBAL LIMITED under the

Board of Directors' Resolution of the said

RO-KAR GLOBAL LIMITED and delivered at

Dar Es Salaam in the presence of us:

Name Murat KARADENIZ

Signature: [Signature]

Address: 3842 DSM

Position: Director

Name: NICETAS MILLINGA

Signature: [Signature]

Address: BOX 3842 DSM

Position: SECRETARY



TANZANIA

CERTIFICATE OF OCCUPANCY

(Issued under Section 9 of the Land Ordinance)

Date of Issue:

Title Number: 186234/46

Land Office Number: 28458

Land: Plot No. 924 Mwanani Peninsula, Dar es Salaam City.

Term: Ninety nine Years.

FILED DOCUMENT No. 186234/46
 REC. 25th May, 1974
 at 8.30a.m.
 Land Form 32
 Sen. Sambaya

Stamp Duty Shs. 5/- Paid
 and Revenue Receipt No. 232602
 at 2-10-73
 Sen. Sambaya
 Revenue Authority

28458
 L.D. No. 68455



THE UNITED REPUBLIC OF TANZANIA

CERTIFICATE OF OCCUPANCY

(Section 9 of the Land Ordinance)

The 24th day of March One thousand
 nine hundred and Seventy Four
 TITLE No. 186234/46
 THIS IS TO CERTIFY that JANUARIUS OTTO M KINGA

(hereinafter called "the Occupier" is entitled to a Right of Occupancy (hereinafter called "the Right") in and over the land described in the Schedule hereto (hereinafter called "the Land") ~~joint tenants in equal shares~~ for a term of Ninety nine years from the first day of July One thousand nine hundred and Seventy three according to the true intent and meaning of the Land Ordinance and subject to the provisions thereof and to any regulations made thereunder and to any enactment in substitution therefor or amendment thereof and to the following special conditions:—

1. The Occupier having paid rent up to the thirtieth day of June 1974 shall thereafter pay rent of Shillings two hundred and fifty (Shs. 250/-) a year in advance on the first day of July in every year of the term without any deduction PROVIDED that the rent may be revised by the Minister for the time being responsible for Lands (hereinafter called "the Minister") on the first day of July in each of the years 1983, 1993, 2003, 2013, 2023, 2033, 2043, 2053 & 2063 or within three years thereafter in each case.
2. The Occupier shall:—
 - (i) Erect on the land buildings (hereinafter called "the buildings") in permanent materials designed for use in accordance with the conditions of the Right and which conform to the building line (if any) decided by the Dar es Salaam City Council (hereinafter called "the Authority");
 - (ii) By the thirty first day of December 1973 submit to the Authority such plans for the buildings (including block plans showing the position of the buildings) and such drawings, elevation and specifications of them as will satisfy the Authority and as are in accordance with the building condition in sub-paragraph (i) above which said plans and specifications shall be submitted in triplicate;
 - (iii) Within six months from the date of notification by the Authority of approval of the plans and specifications referred to in sub-paragraph (ii) above begin building on the land in accordance with such plans and specifications;
 - (iv) Complete the buildings according to the plans and specifications so that they are ready for use and occupation by the thirtieth day of June 1976;
 - (v) At all times during the term after the thirtieth day of June 1976 have on the land buildings as approved by the Authority and maintain them in good order and repair to the satisfaction of the TANZANIAN Commissioner for Lands (hereinafter called "the Commissioner");

Stamp Duty Shs. 10/- Paid
 and Revenue Receipt No. 232602
 at 2-10-73
 Sen. Abst. Sambaya

- (vi) Not erect or commence to erect on the land any building except in accordance with building plans and specifications which shall have been first approved by the Authority as hereinbefore provided;
- (vii) 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 Commissioner for Surveys and Mapping.

Approval of plans of any building by the Authority shall not imply that the construction of such a building will satisfy the Occupier's obligation under the conditions of the Right and shall not imply waiver or modification of any condition in the Right.

3.—(i) The Occupier shall not subdivide the land or assign, sublet or otherwise dispose of or deal with the whole or any part of it or of any building on it without the previous written consent of the Commissioner PROVIDED that after condition 2(iv) has been complied with by the Occupier the consent of the Commissioner shall not be necessary—

to a single sub-letting of the whole of the land where the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right;

~~nor a sub-letting of the whole of the land or of the whole of any part of any building on it where the sub-lease contains conditions sufficient to ensure compliance with the conditions of the Right.~~

(ii) Occupation or use of the whole or any part of the land or buildings on it by any person other than the Occupier or his employees, agents, contractors or members of the household shall be deemed a dealing with the land or buildings.

4. Except as hereinbefore provided the Commissioner shall have an absolute discretion to give or withhold consent under condition 3(i). Any dealing or agreement (other than a mortgage or charge) entered into before compliance with condition 2(iv) will not receive consent except in special circumstances of which the Commissioner shall be the sole judge.

5. The Occupier shall pay to the Minister on demand made by the Commissioner on his behalf:—

- (i) any further fees or stamp duties which may be discovered to be payable by the Occupier in connection with the Right;
- (ii) an amount equal to any contribution in lieu of rates which may be payable by Government for the land during the term of the Right;
- (iii) such sum as the Commissioner shall assess as a proper share payable for the land of the cost of making up the road or improvement of same upon which the land fronts, abuts or adjoins, whether such demand is made before during or after such making or improvement thereof. This condition does not obligate the Government to make or improve roads.

6. Only one main building together with the usual and necessary out-buildings shall be erected on the land and the same shall be used for Residential purposes only, Use Group A Use Classes (a) and (c) as defined in the Town and Country Planning (Use Classes) Regulations, 1960.


7. The President may revoke the Right for good cause and in public interest.

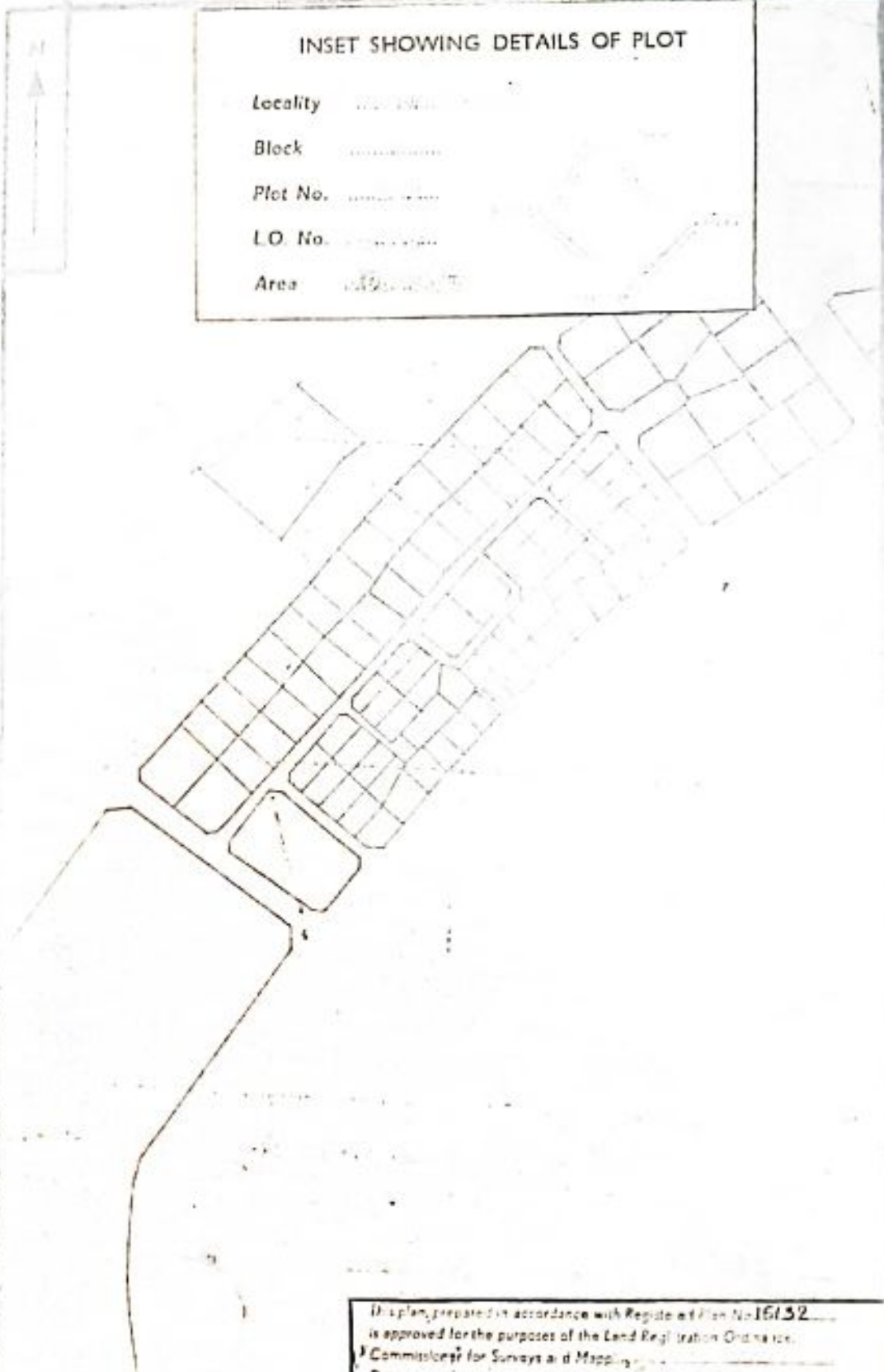
NOTE

In this document every reference to the "Commissioner for Lands" and "Commissioner for Surveys and Mapping" should be read and construed as a reference to the "Director of Land Development Services" and "Director of Surveys and Mapping" respectively.

DAR ES SALAAM CITY

INSET SHOWING DETAILS OF PLOT

Locality
Block
Plot No.
L.O. No.
Area


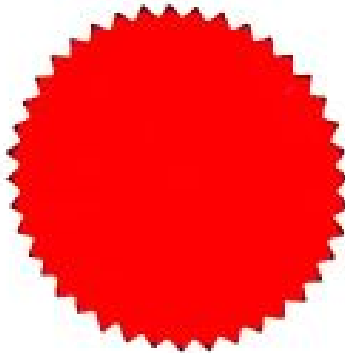


The issue of this plan implies no guarantee or admission of title by the Government

This plan, prepared in accordance with Register of Plan No. 16152, is approved for the purposes of the Land Registration Ordinance.
Commissioner for Surveys and Mapping
Date
Survey and Mapping Division, Ministry of Lands, Housing and Urban Development, Dar es Salaam

SCHEDULE
ALL that land known as Plot No. 924 Maasani Peninsula in the City of Dar es Salaam containing eight thousand (8,000) square feet shown for identification only edged on the plan attached to this Certificate and defined on the registered survey plan numbered 16132 deposited at the Office of the Commissioner for Surveys and Mapping at Dar es Salaam.

GIVEN under my hand and seal and by Order of the Minister the day and year first above written.



DIRECTOR
LAND DEVELOPMENT SERVICES
DIVISION
COMMISSIONER FOR LANDS

I the within-named JANUARIUS OTTO MKINGA hereby accept the terms and conditions contained in the foregoing Certificate of Occupancy.

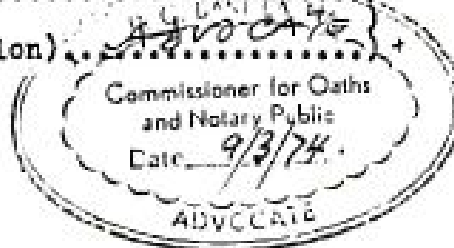
SIGNED and DELIVERED by the said JANUARIUS OTTO MKINGA who is known to me personally/
~~identified to me by the latter being known to me personally in my~~
presence this ^{9th} day of
March 1974.

(Witness's Signature).....

(Postal Address).....

.....

(Qualification).....



SCALE 1:1000

TANZANIA
LAND REGISTRY INDEX MAP
DARES SALAAM

BLOCK 186234
EDITION 1



Drawn by M.G. Betty, 1973.