

**AGREEMENT OF SALE**

**BETWEEN**

**TARIQ SAID MACHIBYA**

**AND**

**PREMIER PACKAGING LIMITED**

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**RELATING TO THE PLOT NOS. 47,48,49,50 AND 51 BLOCK X,  
KIGAMBONI/KIGOGO KISARAWA 11, IN DAR ES SALAAM REGION,  
TANZANIA**

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**Drawn by:  
Imara Law Advocates  
2<sup>nd</sup> Floor, Avalon Building  
Dar es Salaam.**

**THIS AGREEMENT** is made this \_\_\_\_\_ day of **June 2023**

**BETWEEN**

**TARIQ SAID MACHIBYA**, natural person and citizen of the United Republic of Tanzania (identified by his **Nida No.19940326 3310100001 25** and whose address for purposes hereof is Postal Office Box Number 36009, Dar es Salaam Tanzania (hereinafter referred to as "**the Vendor**") which expression shall include and extend to persons deriving title under the Vendors, their permitted successors and assigns); of the first part;

**AND**

**PREMIER PACKAGING LIMITED**, (**TIN No.166461529**) a private limited liability company existing under the Laws of the United Republic of Tanzania having its registered office in Dar es Salaam, of Postal Office Box Number 20071, Dar es Salaam, Tanzania (hereinafter referred to as "**the Purchaser**") which expression shall include and extend to wherever applicable, legal representatives and assigns); of the second part;

**WHEREAS** the **Vendor** is the rightful owner of the land within Certificate of Title No. DSM 1030400, situated at **Plot No. 47,48,49,50 and 51**, Block X, Kigamboni/Kigogo Kisarawe II, in Kigamboni District, in Dar es salaam region including developments thereon (hereinafter referred to as "the Property") which is for time being is Mortgaged at Maendeleo bank PLC to guarantee loan advanced to Bravo Feeds Mills Limited.

**AND WHEREAS** the **Vendor** is desirous of selling and the **Purchaser** is desirous of buying the said property at a consideration of **Tanzania Shillings Four Hundred Million Only (Tsh. 400,000,000/=)** only (hereinafter referred to as the "**Purchase Price**").

**NOW THEREFORE IT IS AGREED as follows: -**

1. The **Vendor** hereby sells and the **Purchaser** hereby buys all the piece and parcel of land situated at Plot No.47,48,49,50 and 51, Block X, Kigamboni/Kigogo Kisarawe II Area, in Dar es salaam including developments thereon (hereinafter referred to as "**the Property**") upon the terms and conditions set out hereinafter.
2. The Purchase price being an amount of Tanzania Shillings Four Hundred Million Only **Tsh. 400,000,000)** only which shall be paid as agreed in this Agreement.

3. The said purchase price will be paid in two installments to the following Bank account.

**BRAVO FEEDS MILL LIMITED,  
MAENDELEO BANK PLC,  
ACCOUNT NO 017082756061.**

- 3(a) The First installment of **Tsh. 370,000,000** will be used to discharge Mortgage at Bank and the second and Final will be paid upon receiving certificate of title together with discharge from Bank.
4. **Vendor** and the **Purchaser** shall execute all necessary document for the property sold hereunder, to be submitted to the Municipal for transfer and relevant to the property:
  - (a) Original Certificate of Title; No DSM 1030400
  - (b) Transfer Deed (Land Form No. 35);
  - (c) Notification of Disposition Form, (Land Form No. 29);
  - (d) Approval for Notification Form (Land Form No. 30);
  - (e) Land Rent Receipts and Property Tax Receipts up to 2023.
  - (f) Spouse consent
4. The Vendor shall transfer by way of outright sale, and the Purchaser shall acquire and accept the transfer by way of outright purchase of the property.
5. The Vendor recognizes that the Purchaser buys the property together with its development therein.
5. The **Vendor** and the **Purchaser** recognize and agree that this Agreement is subject to the consent of Municipal Land officer. The **Vendor** and **Purchaser** agree to take all necessary and/or reasonable steps to obtain the said Land officer's consent.
6. The **Purchaser** shall pay all statutory duties on the as assessed by the relevant government authorities.
6. The **Vendor** shall pay all outgoing levies or assessed on the properties such as land rents until such time when physical possession of the properties shall have been delivered to the **Purchaser** it being understood that the **Purchaser** shall bear all

such rents, rates and other outgoing aforesaid arising and/or falling due subsequent to the delivery by the **Vendor** to the **Purchaser** of vacant possession of the properties.

8. The **Vendor** warrants that: -
  - (a) He has mortgaged the property to Maendeleo Bank PLC and party of the money paid will be paid direct to the bank to repay the loan in full and discharge the title
  - (b) 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's** knowledge likely to be received;
  - (c) 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 respects and the **Vendor** is not aware of any facts or matters which would render such information untrue, incomplete, inaccurate or misleading;
  - (d) 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** is a party or of any Court order;
  - (e) The **Vendor**, as to his best knowledge, is not aware of any encroachment by the Properties onto any neighboring property;
  - (f) The **Vendor** is not aware of any intended expropriation of the Property or any portion of it.
9. Transfer of the Property shall be affected by the **Purchaser** upon receiving all documents required to enable transfer of the Property to be given to the **Purchaser**.
10. The **Vendor** shall hand over vacant possession of the Property to the **Purchaser** upon receiving first installment.
11. Completion of this Agreement will take place on the happening of the following events:
  - (a) Consent is received from the Municipal for the transfer of the title.

(b) Registration of the **Purchaser** as the registered owner of the said industrial plots;

12. This Agreement of Sale constitutes the entire contract between the parties with regard to the matters dealt within this Agreement and no representation; term or warranties not contained herein shall be binding upon the parties.
13. No agreement varying, adding to, deleting from or cancelling this Agreement shall be effective unless reduced to writing and signed by or on behalf of the parties.
14. This agreement has been executed in triplicate and each shall serve the purpose of the original.
15. 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 delivered in the manner generally acceptable for that specific mode of transmittal.
16. This agreement shall be governed by the Laws of Tanzania.

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

**SIGNED and DELIVERED at Dar es Salaam**  
by the said **TARIQ SAID MACHIBYA "the Vendor"**  
who is known to me personally/has been  
Introduced to me by \_\_\_\_\_  
the latter being known to me personally in my  
Presence this 28<sup>th</sup> day of June, **2023**

*Tariq Said Machibya*

**Vendor**



Name : MARY BROWN FRANCIS  
Signature : *MBF*  
Postal Address : 262 DAR ES SALAAM  
Qualification : ADVOCATE



**SEALED with the COMMON seal of the said**  
**PREMIER PACKAGING LIMITED**  
"the Purchaser") and Delivered at Dar es salaam  
in my presence this \_\_\_\_\_ day of **June , 2023**

Name : SASSAD DHARAMSI  
Signature : *S.D.*  
Postal Address : PO BOX 20071 DSM  
Qualification : DIRECTOR

Name : FARZANA JIWA  
Signature : *Farzana*  
Postal Address : P.O. Box 20071 DSM  
Qualification : DIRECTOR