

SALE AGREEMENT

BETWEEN

SHAHAZMINA SULTAN. MITHA

AND

GERMAN DENTAL CLINIC (P) LTD



FOR SALE AND PURCHASE OF UNIT 61, SEA PRINCESS APARTMENTS
MSASANI PENINSULA, DAR ES SALAAM

DRAWN BY:

VICTORY ATTORNEYS & CONSULTANTS

P. O. Box 72015,

DAR ES SALAAM, Tanzania


SALE AGREEMENT

THIS AGREEMENT is made in Dar es Salaam as of the 19th day of December, 2022

BETWEEN

SHAHAZMINA SULTAN. MITHA, an Individual, of Post Office Box Number 38489, Dar es Salaam (hereinafter called the "Vendor" which expression shall, where the context so requires, include the Vendor's personal representatives, heirs and assigns);

AND

 **GERMAN DENTAL CLINIC**, a limited liability company duly incorporated in Tanzania with TIN No. 131-853-920 and whose address is P.O. Box 23418, Dar es Salaam; (hereinafter referred to as the "**Purchaser**" which expression shall include where the context so admits their representatives, agents, successors and assigns in title);

Both the Vendor and the Purchaser to be referred to as "Parties" or individually as a "Party"

WHEREAS:

- (A) The Vendor is a sole registered legal owner of the Unit, known as NO.61 ("The Unit") located at SEA PRINCESS apartments, Msasani Peninsula Area, Kinondoni Municipality **within Dar Es Salaam City**, Tanzania, being the land as comprised in the Certificate of Title Number 16069/30 issued by Ministry of Lands, Housing and Human Settlements ("**The property**"). **Copy of the said Certificate of Title is attached as annexure A to form part of this Agreement.**
- (B) The parties are desirous of effecting the sale and transfer the said Unit together with 1 car park to the Purchaser for a consideration mutually agreed and subject to the terms and conditions herein contained.

IT IS HEREBY AGREED AND COVENANTED AS FOLLOWS:

1. **DEFINITIONS:**

- A) "Property" means SEA PRINCESS apartments, known as Unit No. 61, located at Plot No.420, Msasani Peninsula Area **within Dar Es Salaam City**, registered under the Certificate of Title Number 16069/30, measuring Square Meters _____.

- B) **“Common Area”** means that part of the plot and the building that is not part of any unit and is capable of and intended for the use by all occupants of the building and that belongs to the designated Management Company.
- C) **“Management Company”** means the company appointed by the Developer which shall be responsible for the maintenance, management and administration of the common area and transition areas and enforcement of the rules of the management company. The common Area and the transition area shall be the property of the Management Company.
- D) **“Monthly service charge”** the Purchaser’s proportionate contribution of the Maintenance Expense calculated by the Management Company and payable quarterly in advance, in accordance with the provisions / rules of the management company.
- E) **“Annexure B”** means the Service and Maintenance Agreement
- F) **“Purchase Price”** means **USD. 310,000 (United States Dollars Three Hundred Ten Thousand Only)**.
- G) **“Buyer/ Purchaser”** means German Dental Clinic.
- H) **“Completion Date”** means the date when the Unit Title Deed shall be registered in the names of the Purchaser.
- I) **“Encumbrances”** means any mortgages, claims, charges, liabilities, liens, covenants or conditions to which may affect registration or transfer of ownership.
- J) **“Force Majeure”** force majeure events shall be limited to war in the United Republic of Tanzania, civil unrest in the United Republic of Tanzania and Floods, affecting the Property.
- K) **“Purchase Price”** means the net sum of United States Dollars **Three Hundred Ten Thousand only (USD. 310,000/-)** being the agreed consideration for purchase of the Property.
- L) **“Seller/ Vendor”** means **SHAHAZMINA SULTAN . MITHA**.

2. SCOPE OF AGREEMENT AND TERMS

- A) Upon and subject to the terms and conditions of this Agreement, the Vendor as legal and beneficial owner hereby sells to the Purchaser and the Purchaser purchases and acquires “The Unit” for the price set out below.
- B) The interest sold is the remainder of the term of the “Right of Occupancy” of the Property of the Vendor from the Government of the United Republic of Tanzania.
- C) The purchase price for the said (purchased) Unit is United States Dollars **Three Hundred Ten Thousand only (USD. 310,000/-)** which will be paid in advance.

D) The Purchase Price shall be paid in **two installments as described below;**

1st Phase

- i. Upon signing of this agreement, the Purchaser shall make payment of **USD 155,000.00 (United States Dollars One Hundred Fifty Five Thousand Only)**. Whereas, at this phase the Vendor shall hand over all necessary and original documents including but not limited to Original Unit Title deed, land rent receipts, spouse consent or affidavit to facilitate commencement of transfer process at Kinondoni Municipality to obtaining a Certificate of Approval of Disposition.

2nd Phase

- ii. Upon obtaining a Tax Clearance Certificate from Tanzania Revenue Authority (TRA), the Purchaser shall make the final payment of another **USD 155,000.00 (United States Dollars One Hundred Fifty Five Thousand Only)**.

E) The Purchase price shall be paid in form of cash or money transfer into the following vendor's bank account;

The Vendor's Bank Account

i.	Account Name:	SHAHAZMINA ARSHID ESMAIL
ii.	Account No.	5223258001
iii.	Bank Name:	DIAMOND TRUST BANK (T) LTD
iv.	Branch Code	
v.	Swift Code	DTKETZTZ
vi.	Bank Code	

- F) Upon the performance of its obligations hereunder, including without limitation, payment of the purchase price as agreed to the Vendor pursuant to clause 2 (d), the Purchaser shall have the right to possession and use of the unit.
- G) The Unit is allocated one (1) Parking slots. Designated Parking Slots Number are _____
- H) Any land rent, property tax, rates and similar outgoings, statutory dues, payable in respect of the Unit shall be on account of the Vendor as at the date of signing of this agreement.
- I) All government charges and/or bills outstanding arising before execution of this agreement, shall be for the account of the Vendor.
- J) Any financial obligations levied by any competent authority or entity with respect to the unit on and after the date of signing of this agreement, including but not limited to stamp duty, property tax, rates, assessments, utilities, service charge and any other statutory charges, shall be for the account of the Purchaser (regardless of whether physical possession has taken place or not) save for Capital Gain Tax.
- K) All stamp duty, registration fees, and any fees, relating / in connection with the transfer of legal ownership rights to the Purchaser and any other disbursements arising out of and in connection or incidental to the preparation and completion of this agreement and registration of the said unit in the Purchaser's name, shall be on account of the Purchaser.

- L) Upon the performance of its obligations hereunder, including without limitation, payment of the purchase price to the Vendor pursuant to clause 2 (d), the buyer through the services of Lyson Law Group shall immediately initiate the transfer process which shall be completed no later than 90 days from the date of filing transfer documents at the Municipal. Both Parties Recognize and agree that this Agreement and the Deed of Transfer are subject to the approval of the Commissioner for Lands, Ministry of Lands, for the transfer of the Right of Occupancy. The Vendor and Purchaser agree to take all necessary and/or reasonable steps to obtain the said Commissioner's Approval. In the event that the Vendor or the Purchaser is unable to transfer and register the said land, due to any reasons, the title with the office of the Registrar of Titles, parties shall do their endeavors to rectify the reason for the refusal, failure of which the Vendor shall be responsible for the refund of the purchase price paid to the purchaser and return the parties to their original position.

3. RISK

- A) Risk of loss, damage and all other risk associated with the title shall pass to the Purchaser effective date of signing of this agreement.
- B) Effective date of signing of this agreement, the purchaser shall procure insurance cover against their Unit. Such insurance shall cover damage from natural disaster as well as the full replacement cost of all insurable improvements and contents in his unit.

4. COVENANTS AND WARRANTIES OF THE VENDOR:

The Vendor hereby irrevocably and unconditionally represents warrant and confirms that:

- (A) The Vendor is the sole legal and beneficial owner of the Property;
- (B) The property is free from any incumbrances;
- (C) The property is habitable and free of patent and latent defects;
- (D) The Vendor shall assist the Purchaser during the transfer of the unit title process into the names of the Purchaser;
- (E) That there is no ground or circumstance by virtue of which the sale of the Property by the Vendor to the Purchaser can be revoked or cancelled; and
- (F) No person has raised any claim or disputed the validity of the grant of the Property to the Vendor and/or the right of any person to occupy and develop the Property.

5. COVENANTS AND WARRANTIES OF THE PURCHASER:

- A) The Purchaser represents that the unit is being purchased for and on their own behalf for beneficial ownership.

- B) The Purchaser is buying the property on an as-is basis and the Vendor shall not be held liable for any repair/maintenance work within the unit, effective date of signing of this agreement.
- C) The Purchaser is liable to pay the applicable monthly service charges plus applicable VAT at the beginning of every quarter in advance with effective from the completion date. The charges are meant for the service and maintenance as detailed in **Annexure "A"**. The Management Company reserves the right to revise these charges in future depending on the rate of inflation. Therefore, it is the liability of Purchaser to pay the service and maintenance charges throughout the life of the building.
- D) The Purchaser is liable to pay proportionately the expense incurred towards any material/ major repairs, renovation and/or replacement of any items that is not covered in the monthly service charge, but that is important for the general up-keep of the building and safety of all other Purchasers in the building.
- E) The Purchaser and the management company shall enter into a binding **Service and Maintenance Agreement** with each other.
- F) Apart from the monthly service charges, the Purchaser shall be charged DAWASCO and applicable monthly diesel charges by the Management Company in respect of the Unit. The Purchaser shall pay such amounts to the Management Company as advised by them or on demand.

6. **CONDITIONS SUBSEQUENT**

- a. Vendor shall at all time whenever necessary be available to facilitate and assist the purchaser during transfer process of the said title deed to the finality.
- b. That of Signing this Agreement, the vendor shall provide the following documents and/or information to the Purchaser;
 - i. Original Certificate of the Unit Title Deed ascribed under recital A above;
 - ii. Citizen Identification as issued by the National Identification Authority (NIDA);
 - iii. Spouse Consent and/or affidavit in relation to marital status;
 - iv. 9 passport photos;
 - v. Tax Identification Number (TIN); and
 - vi. Any other relevant documents with regards the transfer of a Right of Occupancy

7. **CONFIDENTIALITY CLAUSE**

Except as required by law, no party shall disclose or communicate, use or exploit any proprietary or confidential information acquired or received from the other party as a result of entering into this lease agreement, without the prior written consent of the other party.

8. **DISPUTE RESOLUTION CLAUSE**

- A) In the event of any dispute between the parties arising out of or relating to this Agreement, the

parties shall within ten (10) working days of a written notice from any party to the other party, hold a meeting at the offices of the Management Company in an effort to resolve the dispute.

- B) Any dispute arising from this agreement, which is not resolved, whether or not a meeting has been held, shall be referred to arbitration, within thirty days from when the dispute arose, in accordance with the Arbitration Act. Arbitration shall be conducted by a single arbitrator appointed by the Tanganyika Law Society, and at a place agreed by both parties. Should the matter fail to be resolved amicably, the decision given by the arbitrator shall be conclusive and binding to both parties, and shall be enforceable by any court with competent jurisdiction.

9. **APPLICABLE LAW, JURISDICTION AND ENFORCEABILITY**

- A. Jurisdiction.** This Agreement shall be construed and governed in all respects by the laws of the United Republic of Tanzania.
- B. Enforceability.** This Agreement shall be enforceable notwithstanding the existence of any claim or cause of action one Party may have against the other Party.
- C. Severability.** Should any term or provision of this Agreement be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement.
- D. Entire Agreement.** This Agreement and any other additional agreements or variations executed by the Parties to facilitate this transaction (if any), constitute the complete and exclusive statement of the agreement between the Parties with respect to the subject matter of this Agreement. The Agreement may be amended only by mutual agreement expressed in writing and signed by both Parties.

10. **NOTICE:**

- A) Any notice given under or in connection with this Agreement shall only be effective if given in writing in English by one of the methods specified in Clause 10(b).
- B) A notice shall be addressed as provided in Clause 10(A) and shall be:
- i. Personally delivered, in which case it shall be deemed to have been given upon delivery at the relevant address; or
 - ii. Sent by registered pre-paid post, courier, in which case it shall be deemed to have been given two Business Days after the date of posting; or
 - iii. Sent by electronic mail, in which case it shall be deemed to have been given when sent, if so sent as to arrive during normal business hours on a Business Day and otherwise on the

Business Day next following the day of sending.

The addresses and other details of the parties referred to in Clause 10(a) are as follows:

(VENDOR):

By mail: shazmin.mitha@gmail.com

Address: P.O.Box:39489, 999, CCM Road, Dar es Salaam.

(PURCHASER):

By mail: Tfanselow@hotmail.com

Address: P. O Box 23418, Dar-Es-Salaam

11. GENERAL PROVISIONS:

- A) This Agreement constitutes the entire contract between the parties with regard to the matters dealt with in the said Agreement and no representation; term of warranties not contained herein shall be binding on the parties.
- B) This Agreement shall endure to the benefit of and be binding upon each of the parties hereto and each of their respective personal representatives, heirs, successors, and permitted assigns.
- C) Headings or paragraphs, sections or other subdivisions of this Agreement are for convenience only shall not have any legal effect or be used in construing any provisions of this Agreement in anyway.
- D) No failure to exercise or delay in exerting or enforcing any right or remedy under this Agreement shall constitute a waiver thereof and no single or partial exercise or enforcement of any right or remedy under this Agreement shall preclude or restrict the further exercise or enforcement of any such right to remedy. Except as otherwise provided herein, the rights or remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.
- E) This Agreement and the annexures, which are incorporated into this Agreement by reference, constitute the entire Agreement between the parties and there are no other representations, warranties, conditions or collateral agreements, express or implied, written or oral, whether made by the Vendor, any Agent, employee or representative of the Vendor or any other person including, without limitation, arising out of any marketing material including sales brochures, models, representative view sets, showroom displays, photographs, videos, illustrations, renderings, revenue projections or pro-forma statements provided to the Purchaser or made available for his viewing. Hence this Agreement shall form the only binding agreement between the parties' subject only to the terms and conditions contained herein.

F) The recitals and Annexure A and B to this Agreement shall be considered an integral part of this Agreement.

SIGNED and DELIVERED at Dar es Salaam
by the said **SHAHAZMINA SULTAN MITHA**
who is known to me personally/introduced to me
by _____ in my presence
this 19th day of Dec. 2022



VENDOR

BEFORE ME

Signature : E. F. Kamaleki
Names : E. F. Kamaleki
Postal Address : 11685
Qualification : Dem Adv.



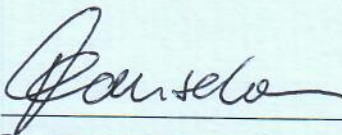
SIGNED and SEALED at Dar es Salaam
by the Common Seal of **GERMAN DENTAL CLINIC LTD**
in presence of the UNDERSIGNED
this 19th day of Dec. 2022

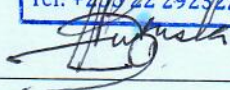
SEAL

PURCHASER

GERMAN DENTAL CLINIC (P) LTD
400 TOURE DRIVE, DE OCEAN PLAZA
MASAKI, DAR-ES-SALAAM
Tel: +255 22 2923222, +255 752 257354

Signed by:

Signature: 
Name: DR. TORSTEN FANSELOW
Address: PO BOX 23418
Qualification: **Director**

Signature: 
Name: LETNIDAS P. RWEZAWA
Address: 23418, DEM
Qualification: **Director/Company Secretary**