

SALE AGREEMENT

BETWEEN

MR. ATHUMANI HARUNA ALLY

AND

DANGOTE CEMENT LIMITED

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This Sale Agreement is made the _____ day of _____ 20..
BETWEEN **MR. ATHUMANI HARUNA ALLY**(also known and addressed as Athumani Mohamedi Chaurembo with Citizen ID Registration No.19740710-61504-00001-24), **HUSSEIN HARUNA CHAUREMBO, HABIBA HARUNA CHAUREMBO** and **DORA HARUNA CHAUREMBO** of Mwanambaya Village at Mkuranga District of the United Republic of Tanzania (hereinafter called the 'VENDORS' which expression shall where the context so admit includes their heirs, personal representatives and assigns) on behalf of themselves and all the legal heirs and estate of Late Mr. Haruna Ally Chaurembo of the one part
AND

DANGOTE CEMENT LIMITED a Limited Liability Company incorporated in the United Republic of Tanzania and having its office at Km. 23, Mtwara-Lindi Road Mbuo, Hiyari & Mnyundo Villages P.O. Box 1241, Mtwara, United Republic of Tanzania (hereinafter called the 'PURCHASER' which expression shall where the context so admits includes its successors-in-title and assigns) of the other part.

W H E R E A S:

1. Late Mr. Haruna Ally Chaurembo was the beneficial owner of all that piece and parcel of situate, lying and being at Mwanambaya Village at Mkuranga District Council of the United Republic of Tanzania measuring 3.3 acres by virtue of customary title (hereinafter referred to as "the Property" and particularly described in the schedule hereto).
2. The Purchaser has expressed its desire to acquire the said property to establish a Compressed Natural Gas ("CNG") Station for its trucks.
3. The legal heirs and family members of the deceased titleholder held a meeting on February 07, 2022, and agreed to sale and assign the property to the Assignee for valuable consideration. Copy of the minutes of the said meeting annexed hereto as part of this Agreement.
4. Mkuranga District Council has also written a letter dated February 10, 2022, to the Assignee to confirm the above-mentioned facts and expressed its desire to facilitate the sale and assignment of the property by the Vendors to the Purchaser. Copy of the said letter annexed hereto as part of this Agreement.

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5. The VENDORS agreed with the PURCHASER to sell to it and did sell to it the said property for a consideration of the sum of Three Hundred and Thirty Million Tanzanian Shillings Only (TZS330,000,000.00).

NOW THIS AGREEMENT WITNESSETH

1. That in pursuance of the said agreement and for the consideration of the sum of Three Hundred and Thirty Million Tanzanian Shillings Only (TZS330,000,000.00) to be paid by the Purchaser to the Vendors upon signing of the present Agreement, the Vendors as BENEFICIAL OWNERS hereby GRANT, ASSIGN and CONVEY unto the purchaser All that property particularly described in the scheduled hereto; to have and to HOLD THE SAME UNTO THE PURCHASER free from any encumbrance and adverse claim of title.
2. The Purchaser shall pay the purchase price and/or consideration through the Vendors' family account with the following details:
- Account Name: Familia ya Haruna Chaurembo
Account Number: 22810031204
Bank Name: NMB Bank PLC
Branch Name: Mkuranga
Branch Code: 228
Swift Code: NMBIBTZZ
3. The VENDORS hereby undertake to indemnify and keep the purchaser indemnified against any adverse claims, losses, costs, expenses, and charges which the purchaser may sustain or be put to by reason of or as a direct or indirect result of adverse claims made by any person or persons in respect of the said property with the particulars hereinabove mentioned.
4. The Vendors shall execute all documents and promptly do all such other acts, deeds and things as may be required or necessary in completing and perfecting or otherwise giving effect to the sale of the property.

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5. The Vendors warrant and represent that the demised premises is free from mortgages, lien, pledge or any other encumbrances whatsoever, and it is the responsibility of the Vendors to clear all outstanding liabilities regarding the demised premises before the execution of this Agreement.
6. The Vendors shall yield and deliver vacant possession of the Property to the Purchaser immediately upon signing of this Agreement, including handing over all documents over the Property to the Purchaser.
7. The Vendors undertake to collaborate with the Purchaser and the Mkuranga Local Government Authority to ensure that the property is surveyed and officially transferred in the name of Purchaser.
8. In the event it is discovered that the Vendors do not have the right to sale and assign the property or this Agreement is nullified for whatever reason, the Vendors shall refund to the Purchaser the purchase price paid and the parties shall revert to their original positions.
9. The Vendors shall be responsible for the payment of Withholding Tax, Stamp Duty and any other applicable tax in respect of this Agreement.

THE SCHEDULE

All that piece and parcel of land situate, lying and being at Mwanambaya Village, Mkuranga District, Pwani Region measuring 3.3 acres with borders; on the East Mr. Said Ali Makaso and Mr. Hussein Haruna Chaurembo; on the West - Dar es salaam to Lindi Road; on the North - Dunia Hashimu; and on the South - Eng. Charles. The survey sketch map of the property is attached hereto.

IN WITNESS WHEREOF the Vendors have hereunto set their respective hands and seals and the Purchaser has caused its common seal to be hereunto affixed the day and year first above written.

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Signed, Sealed and Delivered by the within named Vendors (as representatives of themselves and all the heirs and estate of Late Mr. Haruna Ally Chaurembo mentioned herein)

ATHUMANI HARUNA ALLY



HUSSEIN HARUNA CHAUREMBO



HABIBA HARUNA CHAUREMBO



DORA HARUNA CHAUREMBO



VENDORS

In the presence of:-

Signature of Witness:

Name: Augustina Silvanus Malai



Designation: Vendors' Legal Counsel

Address: Malai Advocates & Co.; P. O. Box 7296 Dar es Salaam.



Signature of Witness:

Name: Jumanne Shabani



Designation: Village Executive Officer, Mwanambaya Village Council, Mwanambaya Village, Mkuranga District.

Address: Mwanambaya Village Council, Mkuranga District.



The Common Seal of the within named Purchaser

DANGOTE CEMENT LIMITED was affixed hereunto in the presence of:



DIRECTOR



DIRECTOR/SECRETARY

