

SALE AGREEMENT

BETWEEN

ABDULLAHI HUSSEIN HALANE

AND

EAST AFRICAN GASOIL TZ LIMITED

In respect of the Sale of a Property known Plot No. 1,2,4 and 5 sub-divided from Plot No 169 Block 'B' Tegeta Wazo Area in Dar es Salaam City containing 3672.5sqm registered under Certificate of Title No.79028.

DRAWN BY:

Leo Attorneys,  
Plot No. 631,  
5<sup>th</sup> Floor, Jamila H'se,  
Estate Rd,  
P.O. Box 78572,  
Dar es Salaam.

**SALE AGREEMENT**

This **AGREEMENT** is made on the 15 day of 11 2022

**Between**

**ABDULLAHI HUSSEIN HALANE** whose address is P.O. Box 34182, DAR ES SALAAM, (hereinafter called the "**Vendor**") which expression shall where the context admits include and extend to his successors and assigns and the persons deriving title under him, of the first part;

**And**

**EAST AFRICAN GASOIL TZ LIMITED** of P.O. Box 2688, Dar es Salaam (hereinafter called the "**Purchaser**") which expression shall where the context admits include and extend to their successors, assigns and other persons deriving title under them, of the second part;

**WHEREAS**

- A. The Vendor is the lawful owner of the property known as **known Plot No. 1,2,4 and 5 sub-divided from Plot No 169 Block 'B' Tegeta Wazo Area in Dar es Salaam City containing 3672.5sqm registered under Certificate of Title No.79028** (hereinafter called the "**Property**");
- B. The Vendor is desirous of selling and the Purchaser is desirous of buying the said Property and all unexhausted improvements existing thereon on the terms and conditions hereinafter set forth.
- C. Both the Vendor and the Purchaser have conducted negotiations on the sale of the whole of the Property and now desire and require a formal contract to embody the terms and conditions of their negotiations and consensus thus;

**NOW THEREFORE IN CONSIDERATION** of the premises and the mutual covenants of the Parties hereto as set forth hereinafter, it is mutually agreed as follows:

1. **SALE OF PROPERTY AND PRICE**

Upon and subject to the terms and conditions of this Agreement, the Vendor has sold and shall divide and hand over to the Purchaser the Property at a Purchase Price of **United States Dollars One Hundred Thousand only (USD.100,000.00)** which shall be paid upon execution of the documents.

2. **DELIVERY, GIVING POSSESSION AND TRANSFER OF TITLE**

2.1 The Parties hereby agreed that upon signing of this Agreement and the purchaser made payment as per clause 2.1 of the agreement, the Vendor on the other hand shall submit to the Lawyers the original documents and all other records, documents, Maps, Plans, Receipts and material as are included in, or relate to the Property.

2.2 The Vendor shall render vacant possession of the Property to the Purchaser upon execution of documents.

2.3 As at the date of contract all bills i.e Electricity bills, Dawasco bills, Land rents, property taxes, premium pay shall be borne by the **Purchaser** as well as all other forms of taxation, Land charges on transfer, costs of transferring the Title over the Property from the Vendor to the Purchaser at the Land Registry together with Lawyers Fees.

3. **GOVERNING LAW AND DISPUTE RESOLUTION**

3.1 This Agreement shall be governed by and construed in accordance with the laws of Tanzania.

3.2 Any dispute arising out of or in connection with this Agreement shall be settled amicably by the Parties failing which the aggrieved Party may take legal action at the Court having jurisdiction to entertain the dispute.

4. **FURTHER ASSURANCES**

The Vendor shall execute such other documents and do such other acts as the Purchaser may reasonably require in perfecting the right, title and interest of the Purchaser in the Property.

5. **COMPLETE AGREEMENT AND AMENDMENTS**

This Agreement constitutes the complete agreement between the parties as to the matters herein dealt with and replaces all other agreements in this regard, if any. This Agreement may not be modified or amended except by written document signed by each of the Parties.

**6. WAIVER OF RIGHTS**

Except as otherwise provided in this Agreement or in the case of an express written waiver, the fact that either Party does not exercise all or any part of its rights which are conferred by this Agreement shall not constitute in any event the waiver or abandonment of the rights not exercised.

**7. SUCCESSORS AND ASSIGNS**

7.1 This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

7.2 The Parties may, at any time, by like notice to each other Party designate any other address and/or telefax number to which notices and other communications should be transmitted.

**8. IMPLEMENTATION OF AGREEMENT**

Each of the Parties undertake to take all steps necessary for its implementation and to sign or to have signed from time to time all other documents, contracts or writings and to do, or to see that there is done, all that which is considered necessary in order to fulfil the objective of this Agreement and in order to give full effect to all of its provisions.

**9. COUNTERPARTS**


This Agreement may be executed in any number of counterparts each of which when executed and delivered is an original, but all the counterparts together constitute the same instrument.

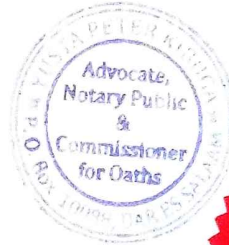
**IN WITNESS HEREOF**, the parties hereto have executed this deed on the date and year first hereinabove written in the following manner:

SIGNED and DELIVERED at Dar es Salaam by  
ABDULLAHI HUSSEIN HALANE who is known/  
Identified to me by \_\_\_\_\_  
the latter known to me personally in my  
presence this 15 day of 11 2022

  
VENDOR

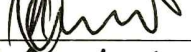
**BEFORE ME**

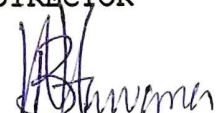
Signature:   
Name: YUJTA PETER KIBUGA  
Postal Address: P.O. BOX 10088  
DAR ES SALAAM  
Qualification: COMMISSIONER FOR OATHS



PURCHASER SEAL

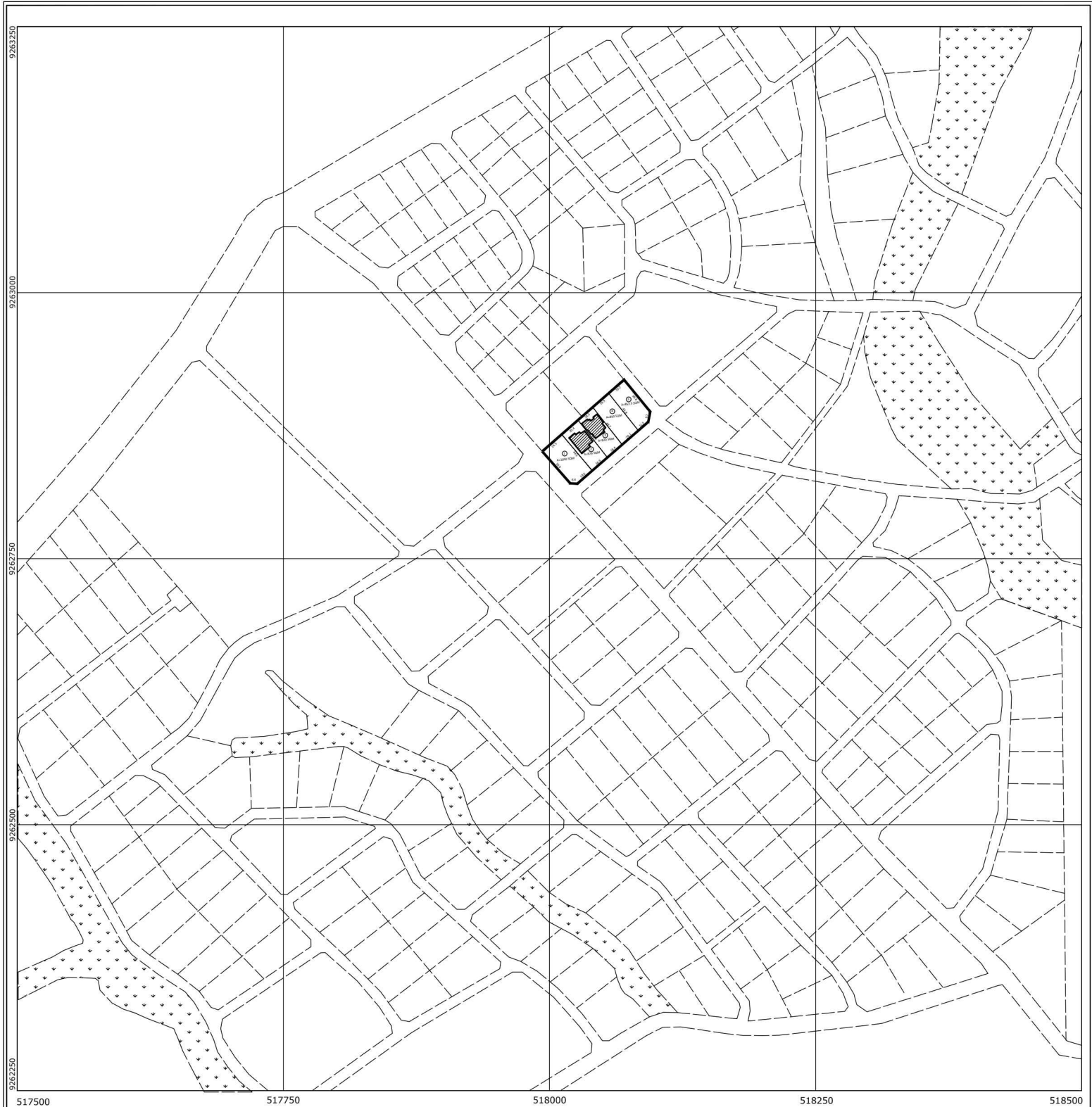
SEALED with the COMMON SEAL of  
EAST AFRICAN GASOIL TZ LIMITED  
and DELIVERED at Dar es Salaam in our  
presence this 15 day of 11 2022

Signature:   
Name: Abdi Ali  
Address: 23197  
DAR ES SALAAM  
Qualification: **DIRECTOR**

Signature:   
Name: ADILI CORPORATE SERVICES TANZANIA LIMITED  
COMPANY SECRETARY  
Address: P.O. BOX 79651  
DAR ES SALAAM  
Qualification: **DIRECTOR/COMPANY SECRETARY**

**DRAWN BY:**

Leo Attorneys,  
Plot No. 631,  
5<sup>th</sup> Floor, Jamila House,  
Estate Rd,  
P.O. Box 78572,  
Dar es Salaam.



NO	REVISION	DATE

Scale 1:2500

TP DRG No. 1/875/1297

**SUBDIVISION OF PLOT NO. 169 BLOCK B TEGETA**  
**AMENDMENT OF TEGETA WAZO LAYOUT PART (II)**  
**KINONDONI MUNICIPALITY**

MINISTRY OF LANDS, HOUSING AND HUMAN SETTLEMENT DEVELOPMENT

APPROVED BY:

..... (Name) ..... (Signature) ..... (Date) .....

**REGIONAL TOWN PLANNER**  
DAR ES SALAAM REGION

DESIGNED BY : R.M.JOHN  
DRAWN BY : R.M.JOHN  
SUPERVISED BY : G.MPEMBENI  
CHECKED BY :  
CHECKED BY :

EXTRACT FROM TOWN PLANNING DRAWING NUMBER 1/875/1297